PERKASIE BOROUGH COUNCIL Agenda for Council Committee Meeting of August 5, 2024

- 1. Meeting Convenes at 7:00PM Council Meeting Room
- 2. Invocation and Pledge of Allegiance Mayor Hollenbach
- 3. Attendance
- 4. Consider Eagle Scout Project Cullen Graham
- 5. Public Forum
- 6. Public Hearing Draft Ordinance Transient Retail Businesses
- 7. President's Remarks
- 8. Public Works Committee Meeting, Councilors: Steve Rose (Chair), Chuck Brooks, Robin Schilling, Dave Worthington
 - A. Consider Resolution #2024-47 Handicap Parking Spot for 140 N. Sixth Street
 - B. Consider Authorization to Advertise Ordinance Amending Chapter 180 of Code of Ordinances No Parking Zones at Arch Street & Ninth Street
- 9. Public Utility Committee Meeting, Councilors: Dave Weaver (Chair), Scott Bomboy, Kelly Laustsen, Jim Ryder
 - A. Perkasie Wholesale Power Cost Monthly Report
 - B. Consider Purchase of Underground Primary Cables for 2025
- 10. Planning and Zoning Committee Meeting, Councilors: Robin Schilling (Chair), Jeremy Wano, Dave Weaver, Dave Worthington
 - A. Consider Ordinance to Amend Chapter 101 of Code of Ordinances Transient Retail Businesses
- 11. Park and Recreation Committee Meeting, Councilors: Dave Worthington (Chair), Scott Bomboy, Robin Schilling, Jeremy Wano
- A. Consider Event Application Perkasie Rotary 5K/10K 988 Run Out of the Darkness 12. Personnel and Policy Committee Meeting, Councilors: Chuck Brooks (Chair), Kelly
 - Laustsen, Steve Rose, Jim Ryder
 - A. Consider Resolution #2024-48 Civilian Community Relations Specialist Program Policy
 - B. Consider Resolution #2024-49 Chaplain Program Police Department
 - C. Consider Resolution #2024-50 Non-Disclosure Agreement for Cyber Security Assistance
 - D. Accept Resignation of Public Works Employee
 - E. Consider Authorization to Advertise Special Events Ordinance
- 13. Finance Committee Meeting, Councilors: Scott Bomboy (Chair), Chuck Brooks, Jim Ryder, Robin Schilling
- 14. Economic Development Committee Meeting, Councilors: Kelly Laustsen (Chair), Steve Rose, Jeremy Wano, Dave Weaver
- 15. Public Safety Committee Meeting, Councilors: Jeremy Wano (Chair), Chuck Brooks, Mayor Jeff Hollenbach, Kelly Laustsen, Jim Ryder
- 16. Historical Committee Meeting, Councilors: Scott Bomboy (Chair), Steve Rose, Dave Weaver, Dave Worthington
- 17. Youth Councilor Report
- 18. Other Business

19. Public Forum
 20. Press Forum
 21. Executive Session
 22. Adjournment

Next Meeting: <u>Tuesday</u>, September 3, 2024 – 7:00 PM

Perkasie Borough Council agendas are available via e-mail in advance of the meetings. Please send any agenda requests to: *admin@perkasieborough.org*.

The agendas and Perkasie Borough Council meeting packets are both available on our website at <u>www.perkasieborough.org</u>.

Project Description and Benefit

Briefly describe your project

The project is park signage with historical information in Kulp Park, which is part of the Perkasie Borough Park System. This is a well-used and heavily populated park located at 21 South 2nd Street, Perkasie and within the boundaries of Perkasie Borough. The park offers basketball and pickleball courts, a playground, walking trails and a baseball field. The baseball field was built in the 1930's through the Works Progress Administration (WPA) and the grandstands are still in their relatively original state. The Borough of Perkasie works hard to maintain the beauty of the open spaces such as the area at Kulp Park. Additionally, through their Office of Parks and Recrecation, they work to educate the community on the history of these beloved hometown spaces.

The signage is constructed of pressure treated wood and has an angled top containing historical material organzied through research with the Perkasie Historical Society. The design of the top is to be approved through Perkasie Borough Council and the top material is commercially prouced with UV protection to ensure the project lasts for years to come. The bases and frame material will be contructed of pressure treated 4x4 lumber and footers to ensure sturdy placement.

Include images on an additional document.

Tell how your project will be helpful to the beneficiary. Why is it needed?

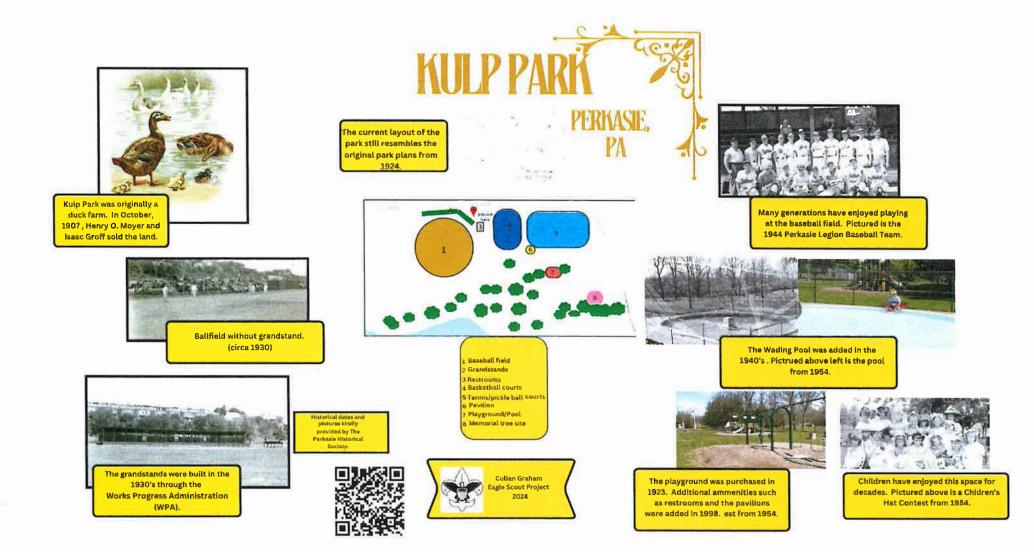
Through its division of Parks and Recreation, Perkasic Borough is working to revitalize and rennovate Perkasic's historic Kulp Park baseball fields. The baseball field and grandstands were built in the 1930's and have been used for decades by generations of the Perkasic's children and families. While many rennovations and updates are planned to the area, the focus will be to preserve the historical charm of this beloved spot in Perkasie. In conversations with the liasion of Perkasie Parks and Recreation, it was expressed that there was a desire for historical signage at this spot in order to educate the community about the history that surrounds them as they use the beautiful space. I learned in my meeting with Parks and Rec. that even though this is one of the smallest parks in town by size, it is the most-used park in the park system. It was suggested that a historical sign located at a carefully selected spot in the park with a heavy amount of foot traffic, would be a welcome addition to the revitilization process.

When do you plan to begin carrying out your project?

July 2024

When do you think your project will be completed?

August/September 2024



NOTICE

NOTICE IS HEREBY GIVEN that the Borough Council of the Borough of Perkasie, Bucks County, Pennsylvania, will conduct a public hearing on Monday, August 5, 2024, at 7:00 p.m. at the Perkasie Borough Hall, located at 620 West Chestnut Street, Perkasie, Pennsylvania 18944. The purpose of the public hearing is to consider, and if appropriate, adopt an Ordinance which is summarized as follows:

The Ordinance would amend the provisions of Chapter 101 of the Perkasie Borough Code of Ordinances pertaining to Hawkers, Peddlers, and Solicitors by establishing a Transient Retail Business Ordinance which includes definitions, temporary fixed retail business requirements, applications for licenses, issuance, carrying display or exhibit of license, regulations, suspension or revocation of license, violations and penalties and other miscellaneous provisions.

The full text of the proposed Ordinance may be examined at the Perkasie Borough Hall, 620 West Chestnut Street, Perkasie, Pennsylvania 18944, during normal business hours and a copy of the Ordinance has been provided to this newspaper and to the Bucks County Law Library.

Jeffrey P. Garton, Esquire Solicitor to the Borough of Perkasie Begley, Carlin & Mandio, LLP 680 Middletown Boulevard Langhorne, PA 19047 (215) 750-0110

PERKASIE BOROUGH ORDINANCE NO.

AN ORDINANCE OF THE BOROUGH OF PERKASIE, BUCKS COUNTY, PENNSYLVANIA, AMENDING CHAPTER 101 OF THE PERKASIE BOROUGH CODE OF ORDINANCES PERTAINING TO HAWKERS, PEDDLERS AND SOLICITORS

WHEREAS, the Pennsylvania Borough Code at 8 Pa.C.S.A. § 101 *et seq.*, authorizes the Borough Council of the Borough of Perkasie ("Borough Council") to make and adopt ordinances that are consistent with the Constitution and laws of the Commonwealth when necessary for the proper management, care and control of the Borough and the maintenance of peace, good government, health and welfare of the Borough and its citizens; and

WHEREAS, the Borough of Perkasie, in furtherance of the authority noted previously in this ordinance, has determined to amend the provisions of its Code of Ordinances so as to revise the provisions of Chapter 101 related to transient retail activities occurring within the Borough; and

WHEREAS, after public hearing, the Borough Council deems it to be in the best interest and general welfare of the citizens and residents of the Borough to amend its Code of Ordinances so as to revise the provisions of Chapter 101 related to transient retail activities; and

WHEREAS, Borough Council, after due consideration of the proposed ordinance at a duly advertised public meeting, has determined that the health, safety, and general welfare of the residents of Perkasie Borough will be served by this amendment to the Perkasie Code of Ordinances. NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Borough Council

of the Borough of Perkasie, Bucks County, Pennsylvania, and it is hereby enacted and ordained by the authority of same as follows:

SECTION 1. The provisions of Article I, Soliciting, §101-1, shall be amended so as to

change the title of Chapter 101 to Solicitors, Peddlers, and Vendors.

SECTION 2. The provisions of Article II, Transient Retail Businesses, §101-5, Definitions and word usage, subsection B (2), shall be amended so as to read as follows:

(2) Selling, soliciting or taking orders for any goods, wares or merchandise from a fixed location within the Borough on a temporary basis. For the purpose of this definition, ice cream trucks or other similar movable short stay businesses shall be considered transient retail businesses, provided that they stay at one location for approximately thirty (30) minutes or less.

No permit shall be required for children less than eighteen (18) years of age who go doorto-door or through other means take orders for and deliver newspapers, greeting cards, candy, bakery products, and the like and/or who represent non-profit organizations where circumstances are similar to what is described herein.

SECTION 3. Chapter 101 of the Perkasie Borough Code of Ordinances, is hereby amended by adding thereto the following new Article III, Temporary Fixed Retail Businesses,

to read as follows:

ARTICLE III Temporary Fixed Retail Businesses

§101-12. Definition.

TEMPORARY FIXED RETAIL BUSINESS – Any truck, trailer, sidewalk cart or temporary booth where food, beverages and/or other goods, wares or services are sold in a fixed location within the Borough on a temporary basis, for more than 30 minutes. Temporary Fixed Retail Businesses include food trucks, trailers and carts, as well as craft, service, non-profit, civic, or any other organization that sets up a display or stand for the purpose of selling or solicitation.

§101-13. License required; fees.

- A. No business shall operate as a Temporary Fixed Retail Business within the Borough of Perkasie without first having obtained from the Borough Manager a license, for which a fee, as set from time to time by resolution of the Borough Council, which shall be for the use of the Borough, shall be charged depending on the term of the license, as follows:
 - (1) One day.
 - (2) One calendar week or fraction thereof.
 - (3) One calendar month or fraction thereof.
 - (4) One Calendar year or fraction thereof
- B. No license fee shall be charged under this section:
 - (1) To farmers selling their own produce.
 - (2) For the sale of goods, wares and merchandise donated by the owners thereof, the proceeds thereof are to be applied to any charitable or philanthropic purpose.
 - (3) To any manufacturer or producer in the sale of milk or milk products, bread and bakery products or meat and meat products, but all persons exempted hereby from the payment of the license fee shall be required to register with the Borough Manager and obtain a license without fee.
 - (4) To a business operating as a Temporary Fixed Retail Business entirely on privately owned property must have written permission of property owner.
 - (5) To a business engaged by the Borough of Perkasie as a Temporary Fixed Retail Business at a Special Event organized and/or sponsored by the Borough of Perkasie. Any such business must secure separate approval from the Borough of Perkasie.
- C. The Borough Manager, pursuant to standards and policies established from time to time by the Borough Council, may similarly exempt from payment of the license fee, but not from registering a Temporary Fixed Retail Business working without compensation and selling or taking orders for goods, wares or merchandise for the sole benefit of any nonprofit corporation.
- D. Every license issued under the provisions of this Article shall be issued to the entity operating as a Temporary Fixed Retail Business and the license fee is imposed on the business entity.
- E. If a Temporary Fixed Retail Business operates in more than one location simultaneously, a license is required for each location.

§101-14. Application for license.

Every business desiring a license under the provisions of this Article shall first make application to the Borough Manager for such license. If such business shall also be required to obtain a license from any state or county officer, it shall, when making such application, exhibit a valid state or county license. In such application, such business shall give the organization's name and address; the name of the contact/lead operator; the date(s) and location(s) planned to vend; the type of goods, wares and merchandise to be offered; the length of time for which such license is to be issued; and the type and license number of any vehicle to be used by him in the conduct of such business in the Borough.

§101-15. Issuance, carrying, display or exhibit of license.

Upon receipt of such application and the prescribed fee, the Borough Manager, if he/she shall find such application in order, shall issue the license required under this Article. Such license shall contain the information required to be given on the application therefore. Every license holder shall carry such license and display at the location where they are vending.

§101-16. Regulations.

A business operating as a Temporary Fixed Retail Business in the Borough of Perkasie shall:

- A. Not engage in any business activity prohibited in the Borough of Perkasie by general or special law applicable thereto.
- B. Be legally parked & comply with curb markings and signage.
- C. Follow the hours of operation for Temporary Fixed Retail Businesses which shall be 9:00 am through 10:00 pm Sunday Thursday, and 9:00 am through 11:00 pm on Friday and Saturday, prevailing time. Such time should include break down and clean up.
- D. Ensure that any serving/sales area, temporary signage, trash receptacles or other equipment does not inhibit vehicular or pedestrian traffic on public roads and sidewalks. Cables or hoses that cross the vehicular or pedestrian right of way will be protected by commercial cable covers intended for the purpose. All means of egress from any building must remain open.
- E. Not block any public amenity: examples are municipal signs, garbage receptacles, fire hydrants.
- F. Not use public utility hookups or use Borough-owned receptacles for trash and recycling. Sidewalks must be kept clean and litter must be cleared.
- G. Not use amplified speakers, microphones, bullhorns or similar as part of their mobile vending.

Perkasie Borough reserves the right to temporarily suspend the operation or move the location of a Temporary Fixed Retail Business for any reason deemed appropriate by the Borough.

§ 101-17. Suspension or revocation of license.

The Borough Manager or designee is hereby authorized to suspend or revoke any license issued under this Article when he shall deem such suspension or revocation to be in the interest of the public health, safety or morals or for the violation of any provision of this Article, or for giving false information upon any application for a license hereunder. Appeals from any suspension or revocation may be made to the Borough Council at any time within 10 days after such suspension or revocation. No part of a license fee shall be refunded to any person whose license shall have been suspended or revoked.

§ 101-18. Violations and penalties. [1]

Each day's violation of any provision of this Article shall constitute a separate violation, punishable as set forth in Chapter 1, General Provisions, Article II, Violations and Penalties.[2]

[1] Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).

[2] Editor's Note: Former Article III, Penalties, consisting of former § 101-10, Violations and penalties, which immediately followed this section, was deleted at time of adoption of Code (see Ch. 1, General Provisions, Art. I). See now §§ 101-4 and 101-11.

SECTION 4. All ordinances or parts of ordinances that are inconsistent herewith, are hereby repealed, it being understood and intended that all ordinances and the Borough Code of Ordinances that are not otherwise specifically in conflict or inconsistent with this Ordinance, shall remain in full force and effect, the same being reaffirmed hereby.

SECTION 5. The Council of the Borough of Perkasie does hereby reserve the right, from time to time, to adopt modifications of, supplements to, or amendments of this Ordinance, including this provision.

SECTION 6. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional, by any court of competent

jurisdiction, such provision shall be separate, distinct and independent, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. The failure of the Borough of Perkasie to enforce any provisions of this Ordinance shall not constitute a waiver by the Borough of its rights of future enforcement hereunder.

SECTION 8. This Ordinance shall take effect immediately and be in force from and after its enactment as provided by law.

SECTION 9. Under the authority conferred by the Pennsylvania Borough Code at 8 Pa.C.S.A. § 101 *et seq.*, and other relevant statutory law, the Council of the Borough of Perkasie in the County of Bucks, Commonwealth of Pennsylvania does hereby enact and ordain this Ordinance for the Borough of Perkasie.

Approved by the Borough Council of the Borough of Perkasie, this _____ day of , 2024.

Attest:

BOROUGH OF PERKASIE

Andrea L. Coaxum, Secretary

James Ryder, Council President

Examined and approved this _____ day of _____, 2024.

Jeff Hollenbach, Mayor

THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ENACTMENT AND SIGNATURE

PERKASIE BOROUGH RESOLUTION #2024-47

A RESOLUTION OF THE BOROUGH OF PERKASIE FOR THE CREATION OF A PARKING SPACE RESERVED FOR A HANDICAPPED PERSON OR DISABLED VETERAN

WHEREAS, Perkasie Borough Ordinance #691 provides that Perkasie Borough Council may, by Resolution, establish on the streets or borough parking lot, additional parking spaces reserved for handicapped persons or disabled veterans parking; and

WHEREAS, Borough Council desires to establish such parking spaces.

THEREFORE, BE IT RESOLVED that the following parking space is established and reserved for handicapped persons or disabled veterans at a space in front of 140 North 6th Street, Perkasie.

RESOLVED this 5th day of August, 2024.

ATTEST:

BOROUGH OF PERKASIE

By: ______ Andrea L. Coaxum, Secretary

By: ______ James Ryder, Council President

Admin

From:	rschurr perkasiepd.org <rschurr@perkasiepd.org></rschurr@perkasiepd.org>
Sent:	Monday, July 22, 2024 1:13 PM
То:	Admin; Jeff Hollenbach
Cc:	Andrea Coaxum
Subject:	Handicap Parking Sign Request
Attachments:	140 N 6th Street.pdf; Request for Handicap Spot - 140 N 6th Street (002).pdf

Megan,

Can we complete a resolution for a handicapped parking spot in front of 140 N. 6th Street? The residents who are requesting the spot are in their seventies and they both have permanent handicapped placards. Jeff and I looked at the spot and see no issues.

I attached their request and a copy of my report.

Thank you,

Bob

Robert A. Schurr, M.S. Chief of Police Perkasie Borough Police Department 311 S 9th St, Perkasie PA 18944 215-257-6876



This e-mail transmission and any documents, files or previous e-mail messages attached to it, are confidential. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any review, disclosure, copying, dissemination, distribution or use of any of the information contained in, or attached to this e-mail transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify me by forwarding this e-mail to chief@perkasiepd.org, or by telephone at (215) 257-6876 and then delete the message and its attachments from your computer.

PERKASIE BOROUGH ORDINANCE NO.

AN ORDINANCE OF THE BOROUGH OF PERKASIE, BUCKS COUNTY, PENNSYLVANIA, AMENDING CHAPTER 180 OF THE PERKASIE BOROUGH CODE OF ORDINANCES PERTAINING TO PARKING REGULATIONS

WHEREAS, the Pennsylvania Borough Code at 8 Pa.C.S.A. § 101 *et seq.*, authorizes the Borough Council of the Borough of Perkasie ("Borough Council") to make and adopt ordinances that are consistent with the Constitution and laws of the Commonwealth when necessary for the proper management, care and control of the Borough and the maintenance of peace, good government, health and welfare of the Borough and its citizens; and

WHEREAS, the Borough of Perkasie, in furtherance of the authority noted previously in this ordinance, has determined to amend the provisions of its Code of Ordinances so as to add no parking restrictions on Arch Street on the South side, 30 feet East of the intersection of Arch Street and North Ninth Street.

WHEREAS, after public hearing, the Borough Council deems it to be in the best interest and general welfare of the citizens and residents of the Borough to amend its Code of Ordinances so as to modify the parking restrictions; and

WHEREAS, Borough Council, after due consideration of the proposed ordinance at a duly advertised public meeting, has determined that the health, safety, and general welfare of the residents of Perkasie Borough will be served by this amendment to the Perkasie Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Borough Council of the Borough of Perkasie, Bucks County, Pennsylvania, and it is hereby enacted and ordained by the authority of same as follows: **SECTION 1**. The Perkasie Borough Code of Ordinances (Section 180-48 **Schedule XIV: Stopping, Standing and Parking Prohibited**), is hereby amended by adding the additional parking prohibition as follows:

Name of Street	Side	Time	Location
Arch Street	South	No time limitation	From a distance (30) feet East of the intersection of Arch Street with North Ninth Street.

SECTION 2. All ordinances or parts of ordinances that are inconsistent herewith, are hereby repealed, it being understood and intended that all ordinances and the Borough Code of Ordinances that are not otherwise specifically in conflict or inconsistent with this Ordinance, shall remain in full force and effect, the same being reaffirmed hereby.

SECTION 3. The Council of the Borough of Perkasie does hereby reserve the right, from time to time, to adopt modifications of, supplements to, or amendments of this Ordinance, including this provision.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional, by any court of competent jurisdiction, such provision shall be separate, distinct and independent, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. The failure of the Borough of Perkasie to enforce any provisions of this Ordinance shall not constitute a waiver by the Borough of its rights of future enforcement hereunder.

SECTION 6. This Ordinance shall take effect immediately and be in force from and after its enactment as provided by law.

SECTION 7. Under the authority conferred by the Pennsylvania Borough Code at 8 Pa.C.S.A. § 101 *et seq.*, and other relevant statutory law, the Council of the Borough of Perkasie in the County of Bucks, Commonwealth of Pennsylvania does hereby enact and ordain this Ordinance for the Borough of Perkasie.

Approved by the Borough Council of the Borough of Perkasie, this _____ day of _____, 2024.

Attest:

BOROUGH OF PERKASIE

Andrea L. Coaxum, Secretary

James Ryder, Council President

Examined and approved this _____ day of _____, 2024.

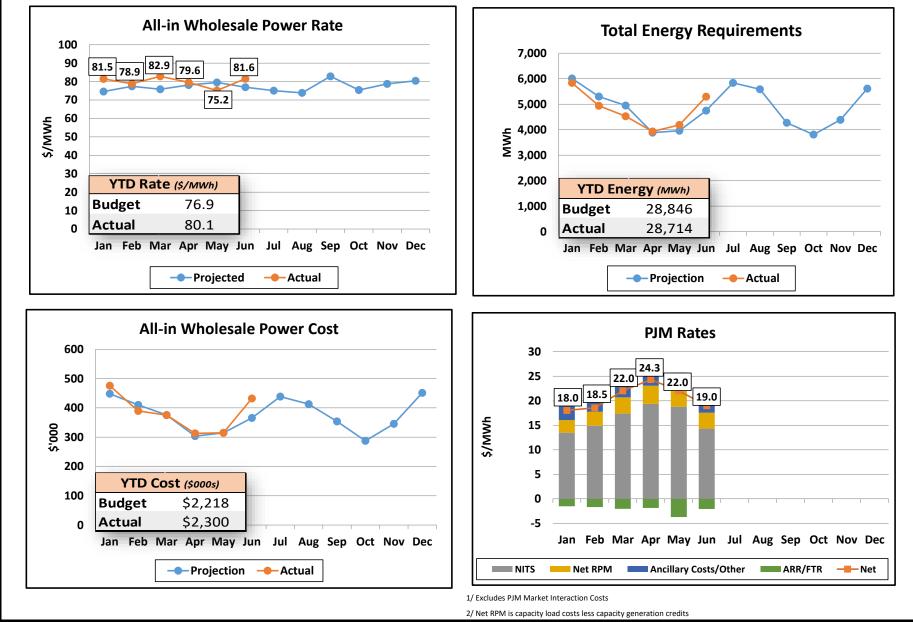
Jeff Hollenbach, Mayor

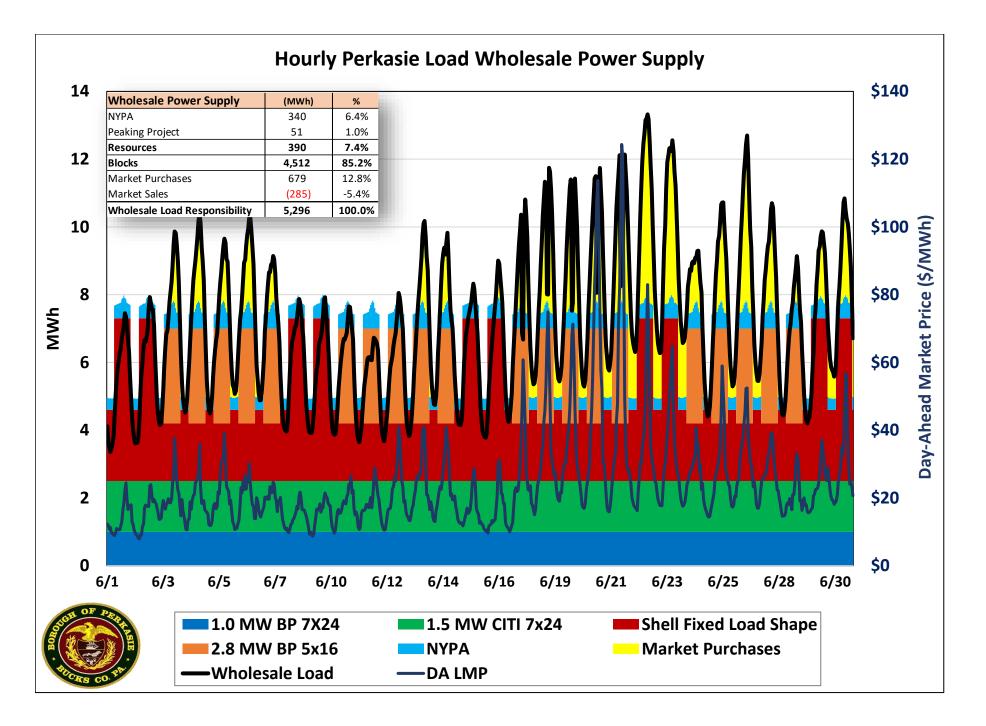
THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ENACTMENT AND SIGNATURE











2024 Year to Date Summary

All-In Rate Summary

	Resourc	e Cost ¹	Purchase	d Blocks ¹	Market Pu	urchases ¹	Market	Sales ¹	Total Ene	rgy Cost	PJM (Cost ²	Miscellane	ous Costs ³	All-In	Rate⁴	Delta
	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	
	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)
Jan-24	\$188.47	\$189.12	\$47.08	\$50.38	\$74.40	\$75.36	\$34.30	\$23.75	\$56.02	\$62.11	\$17.06	\$18.04	\$1.52	\$1.31	\$74.60	\$81.46	6.86
Feb-24	\$203.47	\$189.55	\$47.14	\$48.13	\$61.36	\$27.96	\$33.59	\$16.80	\$56.64	\$58.80	\$19.24	\$18.55	\$1.54	\$1.53	\$77.42	\$78.87	1.45
Mar-24	\$192.47	\$184.08	\$43.70	\$46.35	\$51.87	\$32.87	\$27.57	\$14.42	\$53.76	\$59.71	\$20.55	\$22.02	\$1.55	\$1.12	\$75.87	\$82.85	6.99
Apr-24	\$202.11	\$200.86	\$38.63	\$40.41	\$40.39	\$30.78	\$26.30	\$21.15	\$50.55	\$53.17	\$25.99	\$24.31	\$1.60	\$2.15	\$78.15	\$79.63	1.48
May-24	\$204.27	\$195.06	\$39.89	\$40.48	\$46.00	\$30.96	\$26.69	\$17.96	\$52.47	\$51.67	\$25.49	\$22.02	\$1.60	\$1.49	\$79.56	\$75.18	(4.38)
Jun-24	\$237.98	\$224.74	\$42.27	\$47.54	\$50.88	\$38.27	\$24.79	\$15.62	\$54.32	\$61.13	\$21.06	\$18.98	\$1.56	\$1.44	\$76.95	\$81.55	4.60
Jul-24	\$224.07	-	\$46.16	-	\$69.80	-	\$30.52	-	\$56.28	-	\$17.27	-	\$1.53	-	\$75.08	-	
Aug-24	\$218.06	-	\$44.04	-	\$60.07	-	\$29.80	-	\$54.32	-	\$18.02	-	\$1.54	-	\$73.87	-	
Sep-24	\$237.42	-	\$45.29	-	\$47.50	-	\$21.33	-	\$57.95	-	\$23.34	ľ	\$1.59	-	\$82.87	-	
Oct-24	\$207.20	-	\$34.55	-	\$40.72	-	\$25.30	-	\$47.78	-	\$26.08	-	\$1.61	-	\$75.47	-	
Nov-24	\$214.39	-	\$42.04	-	\$47.28	-	\$21.60	-	\$54.48	-	\$22.74	ľ	\$1.58	-	\$78.80	-	
Dec-24	\$201.08	-	\$48.71	-	\$90.55	-	\$22.54	-	\$60.98	-	\$17.94	-	\$1.53	-	\$80.45	-	
YTD	\$204.18	\$204.72	\$43.61	\$46.15	\$55.70	\$39.77	\$28.91	\$18.15	\$54.24	\$58.23	\$21.08	\$20.37	\$0.02	\$1.48	\$76.88	\$80.09	\$3.20

1/ Resource, Purchased Blocks and Market Purchase/Sales include applicable Congestion and Losses costs. Each of these categories are weighted by their applicable energy amounts.

2/ Includes NITS Charge, Net RPM Cost, Ancillary Services Cost and ARR/FTRs Credits, Other Transmission Charges, Admin Fees and Load Reconciliation

3/ Includes AMP Service Fees

4/ All-In Rate is based on Total Sales





2024 Year to Date Summary

Energy Supply Summary (MWh)

		NYPA		Market P	urchases	Marke	et Sales
	Projected	Actual	Capacity Factor ¹	Projected	Actual	Projected	Actual
	(MWh)	(MWh)	(%)	(MWh)	(MWh)	(MWh)	(MWh)
Jan-24	276	346	83%	394	272	(302)	(436)
Feb-24	259	318	82%	470	160	(235)	(345)
Mar-24	277	340	82%	442	119	(309)	(465)
Apr-24	268	306	76%	238	242	(171)	(169)
May-24	276	312	75%	310	427	(188)	(115)
Jun-24	246	340	84%	351	679	(351)	(285)
Jul-24	247	-	0%	331	-	(469)	-
Aug-24	254	-	0%	336	-	(544)	-
Sep-24	243	-	0%	418	-	(269)	-
Oct-24	276	-	0%	196	-	(155)	-
Nov-24	268	-	0%	332	-	(327)	-
Dec-24	276	-	0%	432	-	(331)	-
YTD	1,602	1,962	81%	2,206	1,899	(1,556)	(1,815)



2024 Year to Date Summary

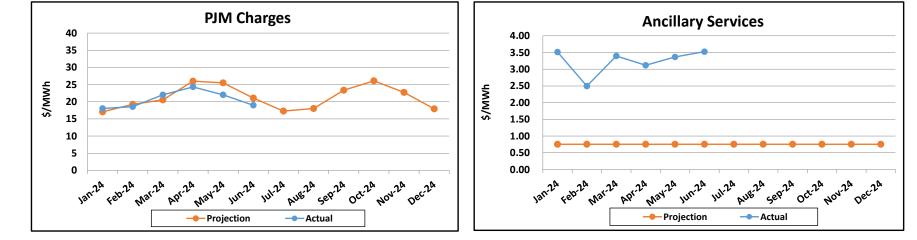
PJM Charge Summary (excl. PJM Market Interaction Costs)

	N	TS	Net I	RPM ¹	ARR/	FTR	Anci Services	•	Tot	tal	Contribution t	o All-In Rate ³	Delta
	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	
	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$/MWh)	(\$/MWh)
Jan-24	80	79	18	15	-	(9)	5	21	103	105	\$17.06	\$18.04	\$0.98
Feb-24	80	74	18	14	-	(8)	4	12	102	92	\$19.24	\$18.55	(\$0.69)
Mar-24	80	79	18	15	-	(9)	4	15	102	100	\$20.55	\$22.02	\$1.47
Apr-24	80	76	18	15	-	(7)	3	12	101	96	\$25.99	\$24.31	(\$1.68)
May-24	80	79	18	15	-	(16)	3	14	101	92	\$25.49	\$22.02	(\$3.47)
Jun-24	80	76	17	17	-	(11)	4	19	100	101	\$21.06	\$18.98	(\$2.08)
Jul-24	80	-	17	-	-	-	4	-	101	-	\$17.27	-	-
Aug-24	80	-	17	-	-	-	4	-	101	-	\$18.02	-	-
Sep-24	80	-	17	-	-	-	3	-	100	-	\$23.34	-	-
Oct-24	80	-	17	-	-	-	3	-	99	-	\$26.08	-	-
Nov-24	80	-	17	-	-	-	3	-	100	-	\$22.74	-	-
Dec-24	80	-	17	-	-	-	4	-	101	-	\$17.94	-	-
YTD	479	462	107	91	0	(61)	22	93	608	585	21.08	20.37	(0.71)

1/ Net RPM is the RPM Cost less the Generator's RPM Credits.

2/ Ancillary services/Other also includes: Admin fees, Load Reconciliation and Other Transmission Charges

3/ The Rate is based on Total Sales



Borough of Perkasie

			Projected			Actual			Delta	
		Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	/ Total Cost (Credit)
		(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW	(\$/MWh) / (\$/kW-mo)	(\$)
nvoi	ce Summary ¹									
ι.	AMP	4,748	\$53.95	\$256,199	5,296	\$58.51	\$309,855	547.74	\$4.55	\$53,655
(a)	NYPA	246	\$47.07	\$11,560	340	\$16.17	\$5,494	94.24	(\$30.90)	(\$6,066)
(b)	PA Peaking Project	0	\$0.00	\$46,886	50.6	\$1,626.94	\$82,242	50.55	\$1,626.94	\$35,355
(c)	Purchased Blocks	4,502	\$42.27	\$190,324	4,512	\$47.54	\$214,505	9.60	\$5.27	\$24,181
(d)	Miscellaneous Costs ²	4,748	\$1.56	\$7,429	5,296	\$1.44	\$7,614	547.74	(\$0.13)	\$185
	PJM	4,748	\$23.00	\$109,190	5,296	\$23.05	\$122,071	547.74	\$0.05	\$12,881
(a)	Market Purchases	351	\$50.88	\$17 <i>,</i> 878	679	\$38.27	\$25,989	327.76	(\$12.61)	\$8,112
(b)	Market Sales	(351)	\$24.79	(\$8,702)	(285)	\$15.62	(\$4,457)	65.60	(\$9.18)	\$4,246
(c)	Charges/(Credits) ³	4,748	\$21.06	\$100,015	5,296	\$18.98	\$100,539	547.74	(\$2.08)	\$524
	Total Wholesale Power Costs ⁴ :	4,748	\$76.95	\$365,390	5,296	\$81.55	\$431,926	548	\$4.60	\$66,536

3/ Includes Net RPM (RPM Charges and RPM Credits) for each Resource

4/Based on Total Sales



DUI	rough of Perkasie									
				J	une 2024					ALCENS CO. ST
			Projection			Actual			Delta	
		Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)
		(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)
AMP										
Resou	rces									
	ΝΥΡΑ									
2.	Fixed Charge	0.6	\$4.55	\$2,543	0.6	\$4.06	\$2,268	0	(0.49)	(\$276)
3.	Energy Charge	246	\$22.41	\$5,504	340	\$12.87	\$4,373	94	(9.54)	(\$1,131)
	Other Adjustments			\$0			\$0	0	0.00	\$0
i.	Congestion & Losses	246	\$14.30	\$3,513	340	(\$3.37)	(\$1,147)	94	(17.68)	(\$4,660)
j.	All in Cost	246	\$47.07	\$11,560	340	\$16.17	\$5,494	94	(30.90)	(\$6,066)
<i>'</i> .	PA Peaking Project									
s.	Fixed Charge	4.3	\$2.00	\$8,640	4.3	\$2.00	\$8,640	0	0.00	\$0
).	Energy Charge	0	\$0.00	\$0	50.6	\$500.00	\$25,275	51	500.00	\$25,275
.0.	Congestion & Losses	0	\$0.00	\$0	50.6	\$0.00	\$0	51	0.00	\$0
1.	Other Adjustments	4.3	\$8.85	\$38,246	4.3	\$11.19	\$48,327	0	2.33	\$10,080
.2.	All in Cost (\$/kW-mo)	4.3	\$10.85	\$46,886	4.3	\$19.04	\$82,242	0	8.18	\$35,355
.3.	Total - Resources	246	\$237.98	\$58,447	390	\$224.74	\$87,736	145	(13.24)	\$29,289
urcha	ased Blocks									
L4.	BP 1.0 MW 7x24 (PPL)									
.5.	Energy Charge	720	\$34.71	\$24,991	720	\$34.71	\$24,991	0	0.00	\$0
.6.	Congestion & Losses	720	(\$3.96)	(\$2,854)	720	\$0.82	\$588	0	4.78	\$3,442
7.	All in Cost	720	\$30.75	\$22,137	720	\$35.53	\$25,579	0	4.78	\$3,442
8.	BP 2.8 MW 5x16 (PPL)									
9.	Energy Charge	986	\$40.91	\$40,321	896	\$40.91	\$36,655	(90)	0.00	(\$3,666)
.0.	Congestion & Losses	986	(\$7.43)	(\$7,320)	896	\$0.99	\$888	(90)	8.42	\$8,208
1.	All in Cost	986	\$33.48	\$33,001	896	\$41.90	\$37,543	(90)	8.42	\$4,542
2.	Shell Fixed Load Shape 2x16 (PPL)	1								
3.	Energy Charge	614	\$64.85	\$39,844	768	\$64.85	\$49,805	154	0.00	\$9,961
	Congestion & Losses	614	\$0.93	\$572	768	\$0.76	\$580	154	(0.18)	\$8
	All in Cost	614	\$65.78	\$40,416	768	\$65.61	\$50,385	154	(0.18)	\$9,969
	Airin Cost	014	905.70	Ş 4 0,410	700	Ş05.01	<i>230,303</i>	134	(0.10)	<i>\$5,5</i> 05
6.	Shell Fixed Load Shape 5x16 (PPL)									
7.	Energy Charge	598	\$64.85	\$38,806	544	\$64.85	\$35,278	(54)	0.00	(\$3,528)
8.	Congestion & Losses	598	(\$7.43)	(\$4,444)	544	\$0.99	\$539	(54)	8.42	\$4,983
9.	All in Cost	598	\$57.42	\$34,362	544	\$65.84	\$35,817	(54)	8.42	\$1,455
0.	Shell Fixed Load Shape 7x8 (PPL)									
1.	Energy Charge	504	\$64.85	\$32,684	504	\$64.85	\$32,684	0	0.00	\$0
2.	Congestion & Losses	504	\$0.93	\$469	504	\$04.85	\$315	0		ېن (\$155)
2. 3.	All in Cost	504	\$0.93 \$65.78	\$33,154	504	\$0.62 \$65.47	\$32,999	0	(0.31) (0.31)	(\$155)
4.	CITI 1.5 MW 7x24 (PPL Resid)									
5.	Energy Charge	1,080	\$29.20	\$31,536	1,080	\$29.20	\$31,536	0	0.00	\$0
35. 86.	Congestion & Losses	1,080	(\$3.96)	(\$4,281)	1,080	\$0.60	\$646	0	4.56	\$4,927
	-		\$25.24	\$27,255		\$29.80				\$4,927 \$4,927
37.	All in Cost	1,080	323.24	327.233	1,080	529.00	\$32,182	0	4.56	

8

Bo	rough of Perkasi	ie								
				J	une 2024					the as co. It
			Projection			Actual			Delta	
		Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)
		(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)
Misce	llaneous Costs									
39.	AMP Fees	4,748	\$1.56	\$7,429	5,296	\$1.44	\$7,614	548	(0.13)	\$185
40.	Total - Miscellaneous Costs	4,748	\$1.56	\$7,429	5,296	\$1.44	\$7,614	548	(0.13)	\$185
41.	Total - AMP			\$256,199			\$309,855	0	0.00	\$53,655
РЈМ С	harges									
42.	Market Interaction									
43.	Net Market Purchases	351	\$50.88	\$17,878	679	\$38.27	\$25,989	328	(\$12.61)	\$8,112
44.	Day-Ahead Purchases				728	\$40.39	\$29,382	728	\$40.39	\$29,382
45.	Balancing Purchases				89	\$27.44	\$2,428	89	\$27.44	\$2,428
46.	Net Market Sales	(351)	\$24.79	(\$8,702)	(285)	\$15.62	(\$4,457)	66	(\$9.18)	\$4,246
47.	Day-Ahead Sales				(267)	\$14.96	(\$3,998)	(267)	\$14.96	(\$3,998)
48.	Balancing Sales				(155)	\$40.53	(\$6,279)	(155)	\$40.53	(\$6,279)
49.	NITS	13	\$6.17	\$79,903	9	\$8.53	\$75,909	(4)	\$2.36	(\$3,994)
50.	Other Transmission Charges	13	\$0.00	\$0	9	\$0.93	\$8,241	(4)	\$0.93	\$8,241
51.	RPM Capacity									
52.	RPM Charge	16	\$1.09	\$17,372	12	\$1.51	\$18,067	(3)	\$0.41	\$695
53.	RPM Credit			(\$845)		, -	(\$1,039)	X-7		(\$195)
54.	Net RPM			\$16,527			\$17,027			\$500
55.	Ancillary	4,748	\$0.75	\$3,585	5,296	\$0.44	\$2,315	548	(\$0.32)	(\$1,270)
56.	ARR/FTR Credits	4,748	\$0.00	\$0	5,296	(\$2.09)	(\$11,067)	548	(\$2.09)	(\$11,067)
57.	Administration Charges	4,748	\$0.00	\$0	5,296	\$0.40	\$2,113	548	\$0.40	\$2,113
58.	True-Up Load Reconciliation			\$0			\$6,000			\$6,000
59.	Total PJM Charges	4,748	\$23.00	\$109,190	5,296	\$23.05	\$122,071	548	\$0.05	\$12,881



BOROUGH OF PERKASIE

MEMORANDUM

DATE: July 11, 2024

TO: Borough Council Mayor Hollenbach Andrea Coaxum Rebecca Deemer

FROM: Harold Stone, Electric Department Superintendent

RE: Purchase of Underground Primary Cables

We recently participated in a joint application with American Municipal Power for a Department of Energy grant for the year 2025. The "Grid Resilience and Innovations Partnership" (G.R.I.P) program aims to enhance the electric grid and improve the resilience of the power system against threats such as extreme weather and climate change. If awarded, the grant would cover 50% of the total project cost, which involves replacing all existing underground primary cables coming out of our substation. These cables, originally installed 30 years ago, are vital for supplying power to our main circuits serving the Borough.

Over the past five years, we have budgeted \$20,000 annually, accumulating a total of \$100,000 by the end of 2024 for this project. I have received a Costars quote from Stuart C. Irby Contract #490852 for the necessary cables, with a total cost of \$131,000 to be purchased in 2025. While our application for the G.R.I.P. grant is pending, it is essential to plan for the replacement of these cables even if we are not awarded the grant, to prevent any unexpected failures.

The lead time for material delivery is 52 weeks. With Borough Council approval, we can submit a purchase order now to secure pricing and expect delivery around July 2025.

Quotation



STUART C IRBY BR1173 716 AIRPORT RD BLDG 4 PALMYRA PA 17078 315-622-0020 Fax 315-622-0025

QUOTE DATE	ORDE	R NUMBER
05/10/24	S0139	51305
REMIT TO:	1	PAGE NO.
STUARI C IRBY CO FOST OFFICE BOX 74 ATLANTA GA 30384	1001	1

SOLD TO: PERKASIE BOROUGH PO BOX 96 PERKASIE, PA 18944-0096 SHIP TO: PERKASIE BOROUGH ELECTRIC DEPT 120 N 7TH ST PERKASIE, PA

18944-0096

					ORDERED BY:	Howie	
		CUCT	OMER ORDER NUMBER	JOB/R	ELEASE NUMBER	OUTSIDE SA	LESPERSON
CUSTOMER NUMB			UMER URDER HUPBER			HOUSE ACCO	UNT BR 45
213310		· · · · · · · · · · · · · · · · · · ·		REQD DATE	FRGHT ALLWD	SHIP VI	A
INSIDE SALESPER	MUC						
Ethan Bra				05/10/24 DESCRIPTION	No	Prc/UOM	Ext Amt
ORDER QTY	SHIP QT		^Okonite 162-2			13.899EA	130182.3
9366EA			<pre>1/C 750 61X AI STRAND -SS- 2 040 SC EPR - 2 CONC WIRES (T) 080 OKOLENE 2 - SEQ PRINT REELS (1 reel parrallel per 3 @ 720F" (REEL WIDTH 3 @ 623F (REEL WIDTH 3 @ 594F (REEL WIDTH 3 @ 572F (REEL WIDTH 3 @ 572F (REEL WIDTH **"Quote subj Esclation/De- is provided"- **Available A</pre>	LUMINUM FI 220 OKOGUA 16 X .0966 HIRD NEUTR PE W/3 RED - 15KV each. 3 c reel): T 54X32X26 36.5) T 50X32X24 36.5) T 50X32X24 36.5) T 50X32X24 36.5) T 50X32X24 36.5) T 50X32X24 36.5) C 50X32X24 36.5) ect to escalation Okonite pril 2025	RD EPR - COPPER AL) - STRIPES conductors LW LW LW LW LW LW LW	Subtotal	130182.
		T T	his is a quotation 30 days with the except	tion of commodit	v prices which are	S&H CHGS	0.
Prices tirm to	or accepta	uncewinnin 2 Quotation	is void if changed. Co	mplete quote mus	t be used unless	Sales Tax	0.
authorized in		y, quotatioi	, is tota it sharged, ee	,		TOTAL	130182.
			NED CONFERENCE EXCLUSIVELY BY	OUR TERME AND CON		TOTAD	

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND COVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.irbyutilities.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, WOID AND OF NO FORCE OR EFFECT.

** Reprint ** Reprint ** Reprint **



Contact Information

Organization: Perkasie Rotary Club Founda	tion	
Address: PO Box 452		
City: Perkasie	State: PA	Zip: 18944
Email: bill.tuszynski@gmail.com		Cell Phone: 267-374-1631
Tax Exempt Organization?	EIN: 87-2135787	Phone: 267-932-8365
- Purpose of Application:		
Large personal gathering such as b	irthday party, shower, etc	c with over 200 attendees
Event such as a festival, party, etc	through an organization -	will require an event fee plus facility fee x
5k/10K through the park system -	must include map of rout	e X
Notes Regarding Applicaton Process:		
Requests required 45 days prior	to reservation or even	t
All reservations and events with	150 or more attendees	require Council Approval
Requests for additional services	does not guarantee se	ervices can be provided
	-	encing \$1,000,000 in Comprehensive General
		kasie Borough as Certificate Holder
To be filled out by Staff Only:		
rees que at time of application:	r	ees due upon Borough Staff/Council Approval:
		ees due upon Borough Staff/Council Approval: Additional fees associated with Events
Public gatherings at Park and Pavilions and	d Event Base Fees	Additional fees associated with Events
Public gatherings at Park and Pavilions and Park and Park	d Event Base Fees	Additional fees associated with Events
Public gatherings at Park and Pavilions and \$ Park and Pavilions \$ Park and Pavilions \$ Electric Key	d Event Base Fees	Additional fees associated with Events
Public gatherings at Park and Pavilions and Park and Park Park and Park Electric Key Source Source	d Event Base Fees vilion Fee \$ Deposit \$ t Base Fee \$	Additional fees associated with Events Additional Date Fee Road Closure fee Electric Fee
Public gatherings at Park and Pavilions and Park and Park Park and Park Electric Key Source Source	d Event Base Fees vilion Fee \$ Deposit \$ t Base Fee \$ \$	Additional fees associated with Events Additional Date Fee Road Closure fee Electric Fee Trash collection fee
Public gatherings at Park and Pavilions and Park and Park Park and Park Electric Key Source Source	d Event Base Fees vilion Fee \$ Deposit \$ t Base Fee \$ \$	Additional fees associated with Events Additional Date Fee Road Closure fee Electric Fee Trash collection fee Police or Fire Police fee
Public gatherings at Park and Pavilions and Park and Park Park and Park Electric Key Source Source	d Event Base Fees vilion Fee \$ Deposit \$ t Base Fee \$ \$ \$	Additional fees associated with Events Additional Date Fee Road Closure fee Electric Fee Trash collection fee Police or Fire Police fee Park and Pavilion Fee
Public gatherings at Park and Pavilions and Park and Park Electric Key Source Total Paid	d Event Base Fees vilion Fee \$ Deposit \$ t Base Fee \$ \$ \$	Additional fees associated with Events Additional Date Fee Road Closure fee Electric Fee Trash collection fee Police or Fire Police fee Park and Pavilion Fee
Public gatherings at Park and Pavilions and Park and Park Electric Key Solution Solution Solution Solution Solution Solution Solution Solution Solution Total Paid	d Event Base Fees vilion Fee \$ Deposit \$ t Base Fee \$ \$ \$	Additional fees associated with Events Additional Date Fee Road Closure fee Electric Fee Trash collection fee Police or Fire Police fee Park and Pavilion Fee
Public gatherings at Park and Pavilions and Park and Park Electric Key Solution Solution Solution Solution Solution Solution Solution Solution Solution Total Paid	d Event Base Fees vilion Fee \$ Deposit \$ t Base Fee \$ \$	Additional fees associated with Events Additional Date Fee Road Closure fee Electric Fee Trash collection fee Police or Fire Police fee Park and Pavilion Fee
\$ Park and Park \$ Electric Key \$ 50, 60 \$ Total Due	d Event Base Fees vilion Fee \$ Deposit \$ t Base Fee \$ \$ \$	Additional fees associated with Events Additional Date Fee Road Closure fee Electric Fee Trash collection fee Police or Fire Police fee Park and Pavilion Fee

		Fire Dept.		Fire I	-	rmatio	-	Public Works Dept. Other:		
Name of t	the Event:			Even	t inito	matio	n			
	Dut of the Darkness									
	on of the Event:									
•	unning race/Walk									
Date of Ev	vent:		Additional	Dates	:			Estimated Attendance:		
9/8/2024			None					120 runners/10 volunteers		
Time of Ev	vent**:	<u>-</u>	Set up tim	e need	ded:	Tear Down time needed:				
8:30-11:3	0 AM	-	Included in	even	t time			Included in event time		
Location o	of the Event (5ks re	quire map of	f route to b	e subn	nittec	l):				
Facility Re	quested and Fees f			e perio	od:			-		
	Pavilion	Located in	Resident	Non	Res	Non P	rofit	*Electric available at		
Σ	Rotary*	Lenape	\$ 60	\$	90	\$	40	these locations only		
	Skate Park*	Lenape	\$ 60	\$	90	\$	40			
	Kulp	Kulp	\$ 50	\$	75	\$	35	** Fees are for a		
	Lions*	Menlo	\$ 75	\$	100	\$	50	four hour flexible		
	-							time period including		
	Park Area	Located in	1	Non		Non P		set up and tear		
	Twin Bridges	Lenape	\$ 75	\$	100	\$	50	down time. Renters		
O 1 O	rough Services Req	uested:						may purchase		
					No			additonal four hour		
Police or F	Fire Police:	🔲 Yes								
Police or F Trash Coll	Fire Police: ection:	Yes		Σ	No			time periods.		
Police or F	Fire Police: ection:	Yes Yes		ک ک	No No			time periods.		
Police or F Trash Coll Use of Ele	Fire Police: ection:	Yes						time periods.		
Police or F Trash Coll Use of Ele	Fire Police: ection: ctric:	Yes Yes	-					time periods.		
Police or F Trash Coll Use of Ele Any other	Fire Police: ection: ctric: Special Requests:	Yes Yes						time periods.		
Police or F Trash Coll Use of Ele Any other Services O	Fire Police: ection: ctric: Special Requests: ffered at Event:	Yes Yes								
Police or F Trash Coll Use of Ele Any other Services O Musicians	Fire Police: ection: ctric: Special Requests: offered at Event: /Entertainment:	I Yes		Yes	No			No		
Police or F Trash Coll Use of Ele Any other Services O Musicians	Fire Police: ection: ctric: Special Requests: <u>ffered at Event:</u> /Entertainment: s a reminder: Borou	gh Ordinanc	e prohibits	Yes	No	activit		No vendors/funraising in Borough Parks		
Police or F Trash Coll Use of Ele Any other Services O Musicians All Fees:As	Fire Police: ection: ctric: Special Requests: ffered at Event: /Entertainment: s a reminder: Borou \$ \$ 50	gh Ordinanc Non-Profit	e prohibits Base perm	Yes comm it fee	No	activit Hourl		No rendors/funraising in Borough Parks tes in Fee Schedule		
Police or F Trash Coll Use of Ele Any other Services O Musicians	Fire Police: ection: ctric: Special Requests: ffered at Event: /Entertainment: a reminder: Borou \$ 50 \$ 100	gh Ordinanc Non-Profit For Profit E	e prohibits Base perm Base permit	Yes comm it fee	No	<i>activit</i> Hourl \$		No rendors/funraising in Borough Parks tes in Fee Schedule Road Closure fee (1-2 hours)		
Police or F Trash Coll Use of Ele Any other Services O Musicians All Fees:As *	Fire Police: ection: ctric: Special Requests: ffered at Event: /Entertainment: s a reminder: Borou \$ 50 \$ 100 \$ 10	gh Ordinanc Non-Profit For Profit E per additio	e prohibits Base perm Base permit	Yes comm it fee	No	activit Hourl \$ \$		No <i>tendors/funraising in Borough Parks</i> tes in Fee Schedule Road Closure fee (1-2 hours) Per Hour Eletric Fee		
Police or F Trash Coll Use of Ele Any other Services O Musicians All Fees:As *	Fire Police: ection: ctric: Special Requests: ffered at Event: /Entertainment: a reminder: Borou \$ 50 \$ 100	gh Ordinanc Non-Profit For Profit E per additio	e prohibits Base perm Base permit	Yes comm it fee	No	<i>activit</i> Hourl \$		No rendors/funraising in Borough Parks tes in Fee Schedule Road Closure fee (1-2 hours)		

** Any parking restrictions and road closures require No Parking Signs to be hung by event organizer two days prior. Number of signs required vary on event and must be picked up and paid for at Borough Hall.

Waiver and Insurance Requirements

Indemnification

To the fullest extent permitted by law, the Applicant agrees to defend, indemnify, pay on behalf of, and save harmless the Borough of Perkasie, its elected and appointed officials, agents, employees, and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the Applicant's use or occupancy of the premises of the Borough.

ALL RESERVATIONS require a Certificate of Insurance, naming Perkasie Borough as Certificate Holder, evidencing \$1,000,000 in Comprehensive General Liability Insurance and must be received no later than 2 weeks prior to the event. The Borough holds the right to cancel a reservation with no refund if the required paperwork is not provided.

Waiver of Subrogation

Such waiver shall apply regardless of the cause of origin of the loss or damage, including the negligence of the Borough and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Applicant shall advise its insurers of the foregoing and such waiver shall be provided under the Applicant's commercial property and liability insurance policies and the Applicant's workers compensation insurance policy, if any.

Damage to Property of the Applicant and its Invitees

The Applicant and its employees, officials, volunteers, and agents shall be solely responsible for any loss or damage to property of the Applicant or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Borough.

Damage to Borough Property

Applicant assumes full responsibility for taking cognizance of the facility conditions at the time of the program. Applicant will be responsible for all damages resulting to or from use of this property. Upon completion of Applicant's operations, Applicant agrees to leave the property in the same condition as it existed before operations, or pay for and complete restoration of said property within 15 days of the completion of the event.

Park Rules and Regulations (Summary)

O The undersigned is familiar with all Borough Park Rules

- O The use of alcohol and controlled substances are strictly prohibited within all Borough Parks
- O Smoking is prohibited in all Borough Parks; this includes cigarettes, cigars, pipes, chewing tabacco, vaping, etc
- O Vendors are not permitted in the park except by special permit issued by Borough Council, which shall have the authority to refuse consent in any instance
 - O Open fires or fireworks are prohibited. Grills are available at certain pavilions and open to the public
 - O Do not attach decorations by nails, tacks, or staples on pavilion poles, picnic tables. Etc. All decorations and

pavilion, field, park trash must be discarded properly. Large items must be removed and regular trash may be placed inside trash receptables provided.

O Perkasie Borough Parks and open dawn to dusk

O Perkasie Borough shall not, in any manner or for any cause, be liable or responsible for any injury or damage to persons or property while using the park facilities; all claims for such injury or damage are hereby waived

PLEASE HAVE YOUR PERMIT WITH YOU DURING YOUR EVENT

If you find any problems when you arrive please contact Public Works Department at 215-257-5065

Perkasie Borough Non-Emergency Police can be reached at 215-257-6876

EMERGENCY DIAL 911

Applicant certified that the above information is true and correct, has reviewed and is familiar with insurance requirements and guidelines, and familiar with the rules and regulations of Perkasie Borough as set forth in the Code of Ordinances.

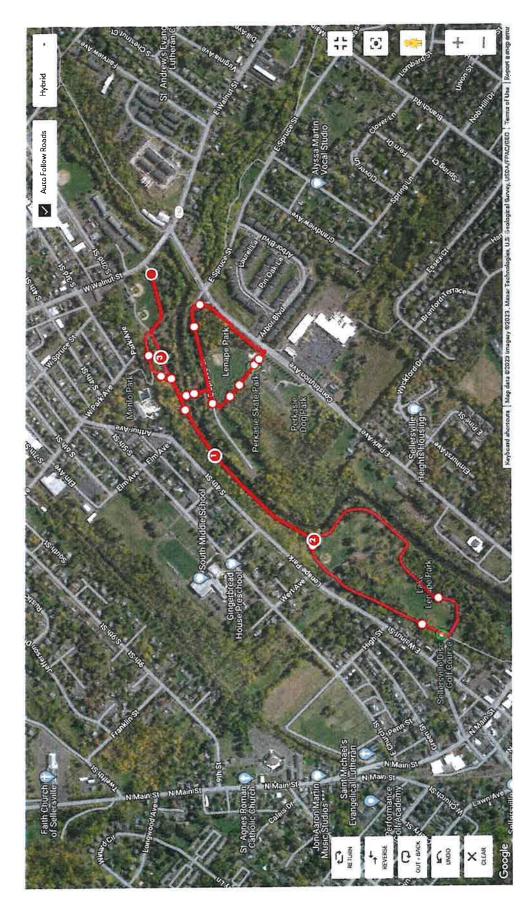
Date of Application:

7/1	7/24	By:
/	/	Signed:

APPROVED:	This	Day of	. 20	subject to the	following conditions
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Mayor / Borough Manager





ACORD® CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) 07/16/2024						
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.												
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Hylant Group Inc 811 Madison Ave						PHONE (A/C, No, Ext): 419-259-2710 E-MAIL ADDRESS:						
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Perk	asie, PA 18944											
					Judy K. Willon							
								ORD CORPORATION	. A ll	rights reserved.		

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Admin

From:	rschurr perkasiepd.org <rschurr@perkasiepd.org></rschurr@perkasiepd.org>
Sent:	Monday, July 29, 2024 11:34 AM
То:	Admin; Jeff Hollenbach; Jim Ryder
Cc:	Andrea Coaxum
Subject:	Policies
Attachments:	Civilian Community Relations Specialist Program Policy.doc; Chaplain Program.doc

Megan,

Can we do a resolution to approve the attached two policies? 5.3.7 is a policy that meets the requirements and guidelines for the grant for the Community Relations Specialist.

5.3.8 covers a chaplain program for the PD.

Both policies were reviewed by the Solicitor for DVIT, the Bedminster Township Solicitor, and Jeff Garton. All recommended changes were made and are included in the policies.

Thank you,

Bob

Robert A. Schurr, M.S. Chief of Police Perkasie Borough Police Department 311 S 9th St, Perkasie PA 18944 215-257-6876



This e-mail transmission and any documents, files, or previous e-mail messages attached to it, are confidential. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any review, disclosure, copying, dissemination, distribution or use of any of the information contained in, or attached to this e-mail transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify me by forwarding this e-mail to rschurr@perkasiepd.org, or by telephone at (215) 257-6876 and then delete the message and its attachments from your computer.

RESOLUTION NO. 2024-48

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PERKASIE APPROVING THE PERKASIE BOROUGH POLICE DEPARTMENT CIVILIAN COMMUNITY RELATIONS SPECIALIST POLICY – GENERAL ORDERS 5.3.7, AND AUTHORIZING THE BOROUGH POLICE CHIEF TO EXECUTE THE POLICY ON BEHALF OF THE BOROUGH OF PERKASIE

WHEREAS, the Perkasie Borough Police Department has provided the Borough of Perkasie with Civilian Community Relations Specialist Policy – General Orders 5.3.7; and

WHEREAS, the Borough Council has determined that it is in the best interest of the Borough to implement the Perkasie Borough Police Department Civilian Community Relations Specialist Policy – General Orders 5.3.7.

NOW THEREFORE, be it resolved by the Borough Council of Perkasie Borough as follows:

1. <u>Approval of Policy</u>. The Borough Council herein approves the Perkasie Borough Police Department Civilian Community Relations Specialist Policy – General Orders 5.3.7, which is attached hereto as Exhibit "A" and incorporated by reference.

2. <u>Execution</u>. The Borough Council further authorizes the Borough Police Chief to execute the Perkasie Borough Police Department Civilian Community Relations Specialist Policy – General Orders 5.3.7, on behalf of Perkasie Borough

THIS RESOLUTION was duly adopted this 5^{th} day of <u>August</u>, 2024.

ATTEST:

BOROUGH OF PERKASIE:

By:

Andrea L. Coaxum, Secretary

By:_

James Ryder, Council President

EXHIBIT "A"



Perkasie Borough Police Department

NOTIFICATION OF THE CHIEF OF POLICE

Chapter:	5	General Order:	5.3.7				
Section:		Effective Date:					
Title:	Civilian Community Relations Specialist	Issued Date:					
Issued By:	Chief Robert A. Schurr	Re-evaluation Date:	As Needed				
Replaces:	All Previous General Orders Relative to Subject						
Distribution:	All Members						
Pennsylvania Accreditation References:							

I. PURPOSE

The Civilian Community Relations Specialist Program Operations Manual serves as a general guide to Civilian Community Relations Specialist (CCRS) personnel to conduct general job responsibilities, establish operating procedures that are standard throughout the collaborating departments. This manual is not intended to replace the standard policies and procedures of the collaborative departments.

II. POLICY

1.1. Statement of Purpose

The Civilian Community Relations Specialist (CCRS) Program was created in 2023 to respond to crime victims' needs and establish crime prevention methods. This is achieved through crisis intervention, advocacy, education, information, and referral for victims of crime and trauma, witnesses, and the community at large. In addition to these primary responsibilities, the CCRS provides assistance to criminal justice personnel, the community, and others in non-crime situations. The overall mission is to positively impact the quality of life for the residents of the multi-jurisdictional collaboration to include Boroughs of Perkasie, Sellersville, and Bedminster Township by assisting victims/survivors, and families/neighborhoods experiencing crime and its traumatic impact. The following standard operating guidelines are designed specifically for the CCRS. Additionally, all CCRS personnel will have access to department-specific policies and procedures.

1.1a Goals and Objectives

Victims and survivors of crime have the right to feel heard and supported in regard to the dynamics of crime and trauma's lasting impact on individuals. They need to have access to support services that address their needs, as well as have their safety concerns addressed. The overall goal of the Community Relations Program is to partner with officers, detectives, and community partners to create a network of care and support for victims of crime and residents at large. This will be achieved through direct service provision, continued follow-up care and advocacy, criminal justice support, community agency referrals, and crime prevention programs. The following are objectives of the CCRS:

- To fill the gaps in social services where there are no current resources or advocacy are being provided to victims of crime
- To create a cohesive and streamlined response to the victims of crime
- Increased awareness of local and community resources and social services for victims of crime
- Increased awareness of Victim's Rights and Responsibilities in the criminal justice and judicial processes
- Provide comprehensive and ongoing training for law enforcement personnel
- Plan and provide crime prevention initiatives

1.1b Code of Ethics for Victim Advocacy

The expectations of the CCRS are to exemplify the highest standards in the operations and delivery of service to and on behalf of victims. The CCRS is expected to follow the following guidelines concerning standards for professional/ethical conduct:

Professional Conduct

- The CCRS will serve all victims with dignity, loyalty, and determination with professional competence and skill
- The CCRS will explain and provide complete and accurate information about the services available to victims through victim services
- The CCRS will draw upon knowledge, experience, skill, and any other available resource to assist victims of crime
- The CCRS will disclose his/her professional title as a Community Relations Specialist in interactions with victims of crime served, in public settings, and in any written communication
- The CCRS will not misrepresent themselves or with purpose and knowledge mislead victims of crime
- The CCRS is to inform all victims that the Community Relations Specialists' role is to assist and provide services to victims of crime while maintaining the integrity of the investigation/case
- The CCRS will conduct themselves in a sincere and trustworthy manner

- The CCRS are required to abide by all policies and procedures of the collaborative Police Departments
- The CCRS will treat all differences of opinion in a respectful manner and will assume positive steps toward any resolution
- The CCRS professional responsibility to victims and delivery of services takes precedence over the Community Relations Specialists' personal goals and interests
- The CCRS is required to comply with mandatory reporting laws concerning child abuse, elder abuse, and domestic violence
- The CCRS are required to refrain from taking actions such as making personal contributions of money or property on behalf of the welfare of victims
- The CCRS should avoid making promises to victims they cannot guarantee/control the outcome
- The CCRS will not make any guarantee regarding legal outcomes or financial compensation
- The CCRS will not make the victims feel indebted to them for the services provided
- The CCRS should not falsify information given to a victim and/or colleague
- The CCRS should not claim as their own knowledge that they have acquired from another source

Professional Competence

- The CCRS should strive to become, and to remain, adept in professional practice and the performance of professional functions
- The CCRS should be aware of and have a general knowledge of the various cultures that they will encounter in the community and how to interact with those clients
- A minimum of 40 hours of training provided by the police departments is required for all new Community Relations Specialists who have no prior experience
- Ongoing professional development provided by the police departments each calendar year of service
- The CCRS are to limit their services to those permitted by the position they hold and to confine the services they provide to tasks within their range of knowledge and skill
- The CCRS is to refer victims to other professionals when the services required are beyond the scope of work conducted by the CCRS
- The CCRS shall not provide services while impaired by medication, alcohol, drugs, or other chemicals, and shall refrain from providing services when experiencing a mental or physical condition that impairs their ability to practice safely
- The CCRS may not accept anything of monetary value for providing services and/or referrals (i.e. money, gift certificates, etc.)
- The CCRS will ensure and provide documentation to the respective Chief of Police all Criminal History, Child Abuse, and any other required clearances before employment and shall ensure that these clearances are kept up to date as required by law.

1.2 Organization and Staffing

The multi-jurisdictional CCRS program is staffed by civilian employees of the collaborating police department who report to the Chiefs of Police of the respective Police Departments.

1.2a Utilization and Deployment

The CCRS will respond to requests for assistance from the multi-jurisdictional collaboration personnel, both Sworn and Professional Staff, as well as from victims/survivors themselves and any community entities. Types of assistance shall include but are not limited to, Victims' Rights information, crisis stabilization, criminal justice advocacy, case management, follow-up services, transitional housing services, and referral assistance to the PA Victims Compensation Fund. Additionally, the Unit provides training and presentations to volunteers, law enforcement personnel, and other internal and external organizations as requested.

1.2b Funding Sources

The CCRS seeks to obtain/maintain a diversified base of funding to ensure the continuity of programs and services. The Unit is currently funded by PCCD grants. Once the organization enters into the contractual agreement with funders, it is incumbent upon the CCRS to not only conduct the terms of the contract/grant but to provide the finest, highest quality of service possible. Collaborations between police departments are established through a Memorandum of Understanding.

CHAPTER 2: GENERAL POLICIES AND PROCEDURES

2.1 Messaging & Out-of-Office Procedure

Consistency in communication is key to providing quality support and services. This includes all forms of communication (email, telephone, etc.) Individuals contacting the CCRS should receive clear, concise messaging whether they reach a live person or a voicemail. Scheduling communication with collaborating departments is essential.

2.2 Technology Usage

Community Relations Specialists will be provided with a laptop for records management access, with the purpose of being mobile throughout the Collaborative member departments. Cell phones will be issued to CCRS personnel.

2.3 Dress Code

Community Relations Specialists are expected to dress in a manner that is professional, and business casual, and project a positive image for the Collaborative Departments. In the extreme case when a CCRS is required to respond, after hours, and in the field, this dress code may be relaxed.

CHAPTER 3: PROGRAM OPERATING STANDARDS

3.1 Scope of Services

CCRS provides a variety of services to all crime victims to afford them their rights as outlined by the Commonwealth of Pennsylvania Statutes and to reduce secondary trauma. CCRS will offer services to all crime victims despite the victimization type and residency if the crime took place in the collaborating jurisdictions of the Boroughs of Perkasie and Sellersville and Bedminster Township; and a police report/investigation has been filed with the collaborating departments. If the victim resides outside of the victim services jurisdiction, CCRS personnel will make responsible efforts to seamlessly transfer the victim to the appropriate jurisdiction for services. CCRS personnel have no investigative responsibility in criminal cases. Victims who contact CCRS to report a crime will be advised to contact the appropriate collaborative Police Department to file a police report. If a victim advises they do not wish to file a report, CCRS will refer the victim to an appropriate agency that can assist them. CCRS personnel are not responsible for collecting or handling of any evidence. Victims who have evidence from their case (photographs, videos, etc.) will be advised to maintain the chain of custody and turn it over to the officer or detective. Victims will be referred to the officer or detective for this guidance. CCRS personnel should avoid language, words, or phrases that direct a victim to a partial legal course of action. In the event, a CCRS believes a victim was given information that was in error, the CCRS personnel will contact the officer or detective to clarify the issue. If, after contact with the officer or detective the issue is not resolved, CCRS will contact the Chief of Police of the respective department. CCRS will provide comprehensive case management and advocacy services to victims of crimes. All case management will be conducted in a trauma informed manner while capitalizing on the strengths and resources already available to the victim(s).

3.2 Civilian Community Relations Specialist

CCRS are professionals trained to support victims and witnesses of crime. CCRS' primary role is to provide support and promote safety, healing, justice, and rights for victims and witnesses throughout collaborative jurisdictions. CCRS are specifically responsible for responding to the physical, emotional, and financial needs of crime victims and witnesses. This is achieved through crisis interventions, referrals to counseling resources, outreach, advocacy, education, information and referrals for victims of crime and trauma, close support to first responders, and investigative personnel.

3.3 Civilian Community Relations Specialist Supervisor

The CCRS Supervisor is responsible for the administration of the daily activities of the CCRS. The Supervisor reports directly to the Chiefs of Police.

General Responsibilities

Oversees the CCRS, coordinates services for victims involved in the criminal justice system, provides assistance to victims of crime by administering services designed to enhance coordination among external agencies operating within the criminal justice system, reduces delays in bringing cases to court due to unavailability of victims, coordinates and refers clients to other support-related services and agencies, encourage citizen awareness and participation through the development of public information.

Duties and Responsibilities

- 1. Plan, organize, and coordinate the daily activities of the CCRS personnel.
- 2. Monitor office procedures to oversee the maintenance and privacy of individual victim records.
- 3. Assist in developing policies, procedures, and protocols based on researched best practices.
- 4. Review records and monitor client-tracking through victim-tracking software to oversee the quality of services to victims.
- 5. Direct and manage the program.
- 6. Maintain close cooperation and liaison with all court components including the Bucks County District Attorney's Office Victim/Witness Coordinator.
- 7. Collection of data monthly to determine the effectiveness of the program and reporting performance requirements.
- 8. Develop and implement community education to promote public awareness of the program, as well as victim issues and concerns.
- 9. Plan, assign, and review the work of the CCRS personnel.
- 10. Provide education, emotional, physical, and financial support to victims of crime.
- 11. Identify and inform victims of their rights according to the Commonwealth and federal laws.
- 12. Conduct on-scene crisis intervention, when applicable and pre-approved by the Chiefs of Police or Officer in Charge.
- 13. Provide referrals to Bucks County Co-Responders.
- 14. Function as a liaison between victims, police officers, detectives, County Attorney, County victim advocates, and community-based agencies.
- 15. Maintain contact and communication with victims during the investigation, prosecution, and judicial proceedings.
- 16. Assist victims in filing applications for the PA Victims Compensation Assistance Program in reference to qualifying financial expenses because of the crime.
- 17. Orient victims with the court process and provide court advocacy and accompaniment throughout all stages of the criminal justice process (per the request of the victim) and in coordination with the County Victim/Witness Advocate.
- 18. Provide information regarding the status of criminal cases.
- 19. Assist victims by referring them to community resources/providing protection resources (i.e. transportation to court, emergency shelter, safety planning, risk assessment, and financial assistance).

- 20. Coordinate procedures for police notification of victim's participation in the criminal process; coordinate effective exchange of information as necessary.
- 21. Provide training to officers at collaborating agencies.
- 22. Perform additional duties as specified by the Chiefs of Police.

3.4 Service Type

All interactions with victims' activities should be conducted in a trauma-informed and culturally appropriate manner.

3.5 Information & Referral Services

<u>Information about the criminal justice process</u> – Informing victims about the criminal justice system and the process could include information on how to file a police report, request a Protection from Abuse (PFA) order, or how a case might progress through the legal system. This service includes an explanation of legal terminology. In addition, this includes postsentencing services and information regarding assistance with property return.

<u>Information about victim rights, how to obtain notification, etc.</u> – Informing the victim about the existence of the Federal Crime Victim Rights Act (2004), PA Victims Compensation Assistance Program, Victim's Rights, and/or the Victim Notification System.

Referral to other victim service programs – This would occur if another agency is better able to provide the type of service needed, developmentally or culturally appropriate services, or services that correlate with the offense experienced.

Referral to other services, supports, and resources (including legal, medical, faith-based organizations, address confidentiality programs, etc.) – Referring victims to other services may be needed to meet the victim's needs. This includes a provision of referrals or providing victims with information and contacts to obtain services on their own.

3.6 Personal Advocacy/Accompaniment

<u>Victim Advocacy/Accompaniment to Emergency Medical Care</u> – During CCRS hours of operation, otherwise refer to NOVA. Coordinating/helping a victim to obtain emergency medical care. This includes emotional and/or physical support during care.

<u>Victim Advocacy/Accompaniment to Medical Forensic Exam</u> – Perform liaison services to coordinate services for the victim with NOVA to obtain a forensic interview or medical forensic exam.

<u>Law Enforcement Interview Advocacy/Accompaniment</u> – Coordinating and/or helping a victim prepare for an interview with law enforcement. This includes emotional and/or physical support during interviews with law enforcement.

<u>Individual Advocacy (e.g., assistance in applying for public benefits, return of personal</u> <u>property or effects)</u> – Helping victims access needed services beyond providing information or a referral. This may include assistance recovering property collected as evidence, assistance managing practical issues created by the victimization, and accompanying the victim to appointments with social services.

<u>Intervention Services from Non-Criminal Justice System Providers</u> – This includes responding to requests from other service providers, and intervening with employers, landlords, and school administrators. The financial aspect of intervening with creditors and bill collectors such as service providers, employers, landlords, and school administrators shall be referred to an external agency as a liaison to advocate for helping the victim maintain financial stability in the aftermath of victimization.

<u>Child or Dependent Care Assistance</u> – Coordinating and/or providing childcare so that a victim may participate in the criminal justice process, or other public proceedings arising from the crime or attend victim service appointments.

<u>*Transportation Assistance*</u> – The CCRS fosters the development of autonomy with victims and avoids fostering dependency whenever possible. However, the CCRS recognizes that victims have emergencies and barriers to resources that may warrant transportation.

Prior to transporting any person, CCRS personnel shall attempt to exhaust all potential resources, including the use of relatives, friends, public transportation, transportation through other agencies, volunteers, etc. In case of emergency, this requirement may be waived after consultation with the Chiefs of Police or Officer in Charge at which time a patrol vehicle may be utilized.

Transportation of victims should not occur under the following conditions:

- When the person to be transported has other means of transportation and no emergency exists
- When the person to be transported is exhibiting violent or volatile behavior
- When the person to be transported appears to be under the influence of drugs/alcohol
- When the person to be transported refuses to wear a seat belt or be secured in a car seat
- When the person to be transported is a minor child and not under adult supervision and/or without parental permission

<u>Interpreter Services</u> – Providing communication services for victims who have limited English proficiency or a disability that affects their ability to communicate. This includes translating, using sign language, or providing braille. In addition, this includes language line, texting, or distributing translated documents, as well as translations provided via staff/volunteers or a contract with an outside agency/service.

3.7 Crime Scene Clean Up

A central function of the CCRS is to reduce trauma and provide support to the families and victims of crime. In incidents, such as homicide and rape, immediate crisis intervention is critical to reduce the negative effects of the crime and aid in the recovery process.

To assist victims and their family member's recovery from the effects of the crime, CCRS will provide victims and/or family members with a list of vendors to clean up and restore the victim's residence to its pre-crime status when the incident occurred there. It is the victim and/or family member's choice as to which vendor they secure. The CCRS is available to assist with contacting vendors.

Victims are unable to receive financial assistance for crime scene cleanup through crime victim's compensation. In some cases, the victim's homeowner's insurance policy or rental insurance policy will cover the cost of restoring the residence, however, the victim will produce the initial outlay and consult with their insurance company prior to having their home professionally cleaned.

3.8 Emotional Support/Safety Services

<u>*Crisis Intervention*</u> (in-person, includes safety planning, etc.) Communicating among professionals and victims regarding activities resulting from the victimization. This includes actions necessary to expedite a case for victim protection, and initiation of legal actions needed to protect the victim such as probation, revocation, etc.

<u>On-scene Crisis Response</u> – Bucks County Co-Responders are the primary responders for providing immediate, in-person crisis intervention, emotional support, and guidance. On occasion, in extreme cases, CCRS may also respond at the direction of the Chiefs of Police or Officer in Charge.

3.9 Criminal Justice System Assistance

<u>Notification of Criminal Justice Events</u> – Communicating with victims to notify them of the hearings and appearances, information on how to register for PA SAVIN to be notified of the defendant's release from jail, the status of the case, bond hearings, grand jury decisions, disposition options, appellate decisions, etc. This includes assisting victims in contacting probation/parole offices, community supervision, the Department of Corrections, etc. to get information on any changes in the convicted defendant's status.

<u>Victim Impact Statement Assistance</u> – Assisting victims to prepare an impact statement, and assistance on receiving and submitting their statement. This also includes preparing supporting letters, registering for impact panels, facilitating participation in clemency hearings, etc.

<u>Restitution Assistance</u> – Assisting victims in requesting restitution when collection efforts are not successful.

<u>Protection from Abuse Order Assistance</u> – Advising and/or assisting a victim in obtaining a protection/restraining order as well as follow-up hearings associated with finalizing such an order.

<u>Legal Representation Assistance</u> – Provide local legal resources referrals for victims to engage in legal representation.

<u>Prosecution Interview Advocacy/Accompaniment</u> – Provide emotional support and/or physical accompaniment in preparation for and/or during interviews with prosecutors or other agents for prosecutorial investigation.

<u>Law Enforcement Interview Advocacy/Accompaniment</u> – Provide emotional support and/or physical accompaniment in preparation for and/or during interviews with law enforcement.

<u>Criminal Advocacy/Accompaniment</u> – Providing support, assistance, accompaniment and/or advocacy to victims at any stage of the criminal justice process. This includes filing an initial police report, testimony, post-sentencing services, and support.

3.10 General Service Case Outline

The CCRS personnel will attempt to contact every victim. If victim is identified through review of records management system, CCRS must make prior contact with officer/detective, Chief of Police, or Officer in Charge prior to contacting the victim to increase collaboration and upholding the integrity of the investigation.

While crime categories have similar characteristics, each case is unique in the nature of the victimization, the impact of the crime, and the specific individual needs of the victim/witness. CCRS personnel are required to work each case using the following general service procedure:

- Receive Referral
- Collaborate/Consult with Officer/Detective
- Contact Victim/Witness Make initial contact and advise victim/witness of CCRS role, and their rights, and offer available services
- Document Services CCRS personnel are responsible for creating, updating, and maintaining accurate documentation of services rendered to victims/witnesses in the records management system and victim services tracking software. Documentation includes notations in the chronology of services rendered, case notes, victim service plans, referrals, release of information forms, case closure, incident reports, etc. Case records will be maintained on all clients and should be closed within 30 days following the completion of services and actions specific to the case. All case folders will be housed at the respective police department for the purposes of tracking performance measurement against grant funding and performance evaluation of CCRS personnel.
- Transition Victim Complete referrals and transition victims to appropriate service providers, when applicable, for ongoing service and support
- Quarterly Reporting CCRS to supply CCRS Supervisor with quarterly information, based on case files, for performance measurement against grant funding. Information should be supplied within one week of the end of the quarter.
- Case Closure CCRS personnel will close the case upon completion of providing victim assistance when the client is transferred to another provider and/or agency, when a client refuses service, or when the CCRS personnel is unable to locate and/or contact the victim. A minimum of three unsuccessful contacts are required before case closure, except for where repeated attempts would create a safety risk for the victim.

- Review/Audit The CCRS Supervisor will review/audit records to safeguard proper documentation and completion of services by other CCRS personnel. After completion of the review/audit, the Supervisor will complete and sign the case closure document.
- Storage CCRS will maintain all client records according to Police Department guidelines.

3.11 Court Procedures

CCRS personnel are available to provide court accompaniment to victims. CCRS will coordinate with the Bucks County District Attorney's Victim/Witness personnel. It should be noted that CCRS personnel are not attorneys and cannot, nor will they, give legal advice. Should legal advice be requested, CCRS personnel will provide information and referrals regarding the victim's options. The purpose of court accompaniment is to provide information/explanation of court proceedings and be a personal advocate for victims in court proceedings. This means explaining to the victim as necessary what unfamiliar legal terms mean, informing the victim what they can expect to happen next in the legal process, and advocating for certain actions or responses with prosecutors, police, attorneys, and probation officers as requested by the victim.

3.12 Personnel Considerations

CCRS personnel are not licensed Professional counselors, Marriage and Family Therapist, or Licensed Clinical Social workers and are unable to provide diagnosis, engage in clinical treatment, or provide professional recommendations related to mental or medical health of victims and/or community members.

3.13 Client Grievance

The CCRS is committed to providing victims with professional victim-centered trauma-informed services. However, if the victim is not satisfied with services or believes they have been discriminated against may file a complaint with the respective Chief of Police.

3.14 Documentation

CCRS personnel will maintain case records in both the Victim Services tracking software and the respective department's record management system.

3.15 Calls for Service

- Criminal Cases (PRIORITY) Individuals can be referred through:
 - Walk-in/telephone requests
 - Review of Incident Reports
 - Victim/Witness Requests
 - Referrals from Officer/Detective
- Non-Criminal Cases The CCRS can be utilized in non-criminal cases such as:
 - Family Member Death
 - Social or Family Crisis
 - Mentally Disturbed Persons
 - Substance Abuse

• Missing Persons

- The CCRS personnel are not sworn officers and will not be called to handle any situation that calls for law enforcement action to be taken.
- During CCRS operating hours, the shift supervisor shall decide to call out the CCRS to a scene when needed for victim/family advocacy.
- When CCRS is not on duty, the Chief of Police or Officer in Charge will determine to call out the CCRS when the need for victim/family advocacy includes, but is not limited to, the following situations: sexual assault, child/elder abuse/neglect, serious domestic violence or other violence where the victim/families require assistance.
- Bucks County Co-Responders are the primary responders for providing immediate, inperson crisis intervention, emotional support, and guidance. On occasion, in extreme cases, CCRS may also respond at the direction of the Chiefs of Police or Officer in Charge.
- The CCRS should have an officer present when assisting any individual known to have weapons, has a potential for violence, or is under the influence of alcohol or drugs.
- The CCRS can also be utilized to assist in any social services/support needs for employees of the collaborating police departments who are victims of crime within or outside the collaborating jurisdictions.

3.16 Out-of-Office Services

Most services shall be provided in the Police Department. Out-of-office services may occur in the victim's home and/or at a community site. When meeting with a victim out of the office, CCRS will notify an officer on duty of their location.

- 1. CCRS should assess security with regard to safety and privacy. If safety and privacy cannot be maintained, service should be arranged at the police department.
- 2. Any exceptions or questionable situations should be discussed and approved by the Chief of Police.
- 3. CCRS should avoid interviews with a solitary victim in the home or community site until rapport has been established and the CCRS personnel has assessed the situation to be safe. If a solitary victim must be seen and the CCRS personnel are unsure of the situation, the CCRS should arrange for an officer and/or other staff member to accompany them.

CHAPTER 4: ADMINISTRATIVE OPERATING PROCEDURES

4.1 **Privacy and Informed Consent**

For informed consent to be provided, CCRS personnel will discuss with the victim the nature of the service provider-client relationship. Through informed consent, the CCRS personnel will outline what the victim can expect from the professional relationship. CCRS personnel will inform the victim on available services and the potential limitations of those services before proceeding with service delivery. CCRS personnel are employees of the Police Departments. Victims serviced by the CCRS do not have confidential communication because they are a system-based advocacy program. Information that is necessary for law enforcement to be made aware of, CCRS

personnel will have to inform the victim of this process. This limitation of confidentiality must be made abundantly clear to victims prior to service planning and continued follow-up care. After victims are explained the confidentiality limitations, if they choose to speak with a communitybased provider who can provide confidentiality, every effort should be made to provide the victim with resources and options for referral to external agencies.

4.2 Privacy Principles

From the outset, initial contact with the CCRS, personnel will assure the victim that his/her privacy will be respected. The following are four basic principles of privacy for the CCRS:

4.2.a Principle I: Victim as Primary Source of Information

The victim shall be the primary source of information about him/herself and information sought from the victim shall be limited to that which is essential to provide service.

4.2.b Principle II: Minimum Necessary for Use of Private Information

CCRS personnel will reveal only the minimum amount of private information for the provision of the service. This includes information in the victim record and the records management system reports on victim services.

4.2.c Principle III: Use of Authorizations

Exceptions to the authorization rule include those persons who have a need to know, including, but not limited to:

- Officer/detectives
- Supervisory CCRS Personnel
- Chiefs of Police
- County/Commonwealth Attorney Staff
- Other persons to whom disclosure is required by law

Other agencies and professionals and any third party will be given private information only with the victim's authorization through informed and signed permission. The information given should be confined to that which is pertinent to the current inquiry. Further, the authorization should state the purpose, the parties receiving the information, the subjects to be shared, and a stated authorization period.

4.2.d Principle IV: Chain of Trust

CCRS Supervisor will provide statistical information for funding bodies for billing purposes.

4.2.e Principle V: Alternative Communications

CCRS personnel will accommodate reasonable requests by victims to receive communications from CCRS by alternative means or at an alternative location.

4.3 Uses and Disclosures without Authorization

Use and disclosures without authorization are permitted in the following instances:

- 1. To a Public Health Authority as authorized by law for the purpose of preventing or controlling disease, injury, or disability.
- 2. To a Public Health Authority authorized by law to receive reports of child, adult, and spouse reports of abuse, neglect, or exploitation according to Pennsylvania's mandatory reporting laws.
- 3. To Law Enforcement and appropriate family members when a victim poses a danger to self or others.
- 4. Any other disclosures required by state or federal law.
- 5. To the officer/detective, the County Attorney's staff, the Commonwealth's Attorneys staff, or supervisory personnel in Victim Services.

4.4 **Privacy Standards**

CCRS personnel should respect the victim's right to privacy. Personnel should not solicit private information from or about victims except for compelling professional reasons.

CCRS personnel may disclose private information where appropriate with valid consent from a victim or a person legally authorized to consent on behalf of the client.

To protect the integrity of the investigation, CCRS personnel may disclose private information to the Detective/Officer, the Bucks County District Attorney's staff, the Commonwealth's Attorney's staff and necessary personnel within the collaborative Departments.

CCRS should protect the privacy of all information obtained in the course of professional service, except for compelling professional reasons. The general expectation that CCRS will keep information private does not apply when disclosure is necessary to prevent serious, foreseeable, and imminent harm to a victim or others as required by mandatory reporting law. In all instances, CCRS should disclose the least amount of private information necessary to achieve the desired purpose; only information that is directly relevant to the purpose for which the disclosure is made should be revealed.

CCRS should discuss with victims and other interested parties the nature of confidentiality and limitations of victims' right to privacy. CCRS should review with victim's circumstances where private information may be requested and where disclosure of private information may be legally required. This discussion should occur as soon as possible in the CCRS-victim relationship and as needed throughout the course of the relationship.

CCRS should not disclose private information to third-party payers unless victims have authorized such disclosure.

CCRS will follow best practices for obtaining valid authorization to release private information to individuals/organizations outside of the criminal justice system via completion of a signed Release/Exchange of Confidential Information form.

CCRS should review and complete the Release/Exchange of Information form with the victim as soon as possible. When all avenues of obtaining prior written consent are exhausted and when it is deemed in the best interest of the victim, CCRS may obtain verbal consent over the phone. Verbal consent will be documented in the victim's case notes.

CCRS should not discuss case-related information, electronically or in person, in any setting unless privacy can be ensured.

CCRS should protect the privacy of victims' written and electronic records and other sensitive information. CCRS should take reasonable steps to ensure that victims' records are stored in a secure location and that victims' records are not available to others who are not authorized to have access.

CCRS should take reasonable steps to protect the privacy of electronic communications, including information provided to clients or third parties. CCRS should use applicable safeguards (such as encryption, firewalls, and passwords) when using electronic communications such as e-mail, mobile communication, and text messages.

In the event of unauthorized access to victim records or information, including any unauthorized access to the CCRS electronic communication or storage systems, CCRS should inform clients of such disclosures, consistent with professional standards.

CCRS should avoid disclosure of any identifying or private information about victims on professional websites or other forms of social media.

CCRS should transfer or dispose of victims' records in a manner that protects victims' privacy and is consistent with the Police Department's retention policy.

CCRS should take reasonable precautions to protect victim privacy in the event of the CCRS termination of practice, incapacitation, or death.

CCRS should not disclose identifying information when discussing victims with consultants.

CCRS will make good faith efforts to ensure that services are accessible, suitable, and secure for victims from a variety of personal backgrounds.

III. SUPERVISORY RESPONSIBILITY

It shall be the responsibility of all supervisory personnel to ensure that officers under their command comply with this order.

IV. DISTRIBUTION

All Police Officers

V. **RESPONSIBILITY**

It is the responsibility of all police personnel to become familiar with this policy and to adhere to its procedures.

VI. REVIEW

This policy shall be reviewed periodically and amended as needed.

VII. AMENDED

VIII. EFFECTIVE DATE

This Order effective.

BY ORDER OF _____

Chief of Police

RESOLUTION NO. 2024-49

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PERKASIE APPROVING THE PERKASIE BOROUGH POLICE DEPARTMENT CHAPLAIN PROGRAM POLICY – GENERAL ORDERS 5.3.8, AND AUTHORIZING THE BOROUGH POLICE CHIEF TO EXECUTE THE POLICY ON BEHALF OF THE BOROUGH OF PERKASIE

WHEREAS, the Perkasie Borough Police Department has provided the Borough of Perkasie with Chaplain Program Policy – General Orders 5.3.8; and

WHEREAS, the Borough Council has determined that it is in the best interest of the Borough to implement the Perkasie Borough Police Department Chaplain Program Policy – General Orders 5.3.8.

NOW THEREFORE, be it resolved by the Borough Council of Perkasie Borough as follows:

1. <u>Approval of Policy</u>. The Borough Council herein approves the Perkasie Borough Police Department Chaplain Program Policy – General Orders 5.3.8, which is attached hereto as Exhibit "A" and incorporated by reference.

<u>Execution</u>. The Borough Council further authorizes the Borough Police Chief to execute the Perkasie Borough Police Department Chaplain Program Policy – General Orders 5.3.8, on behalf of Perkasie Borough

THIS RESOLUTION was duly adopted this <u>5th</u> day of <u>August</u>, 2024.

ATTEST:

BOROUGH OF PERKASIE:

By:

Andrea L. Coaxum, Secretary

By:__

James Ryder, Council President

EXHIBIT "A"



Perkasie Borough Police Department

NOTIFICATION OF THE CHIEF OF POLICE

Chapter:	5		General Order:	5.3.8
Section:			Effective Date:	
Title:	Chaplain Program		Issued Date:	
Issued By:	Chief Robert A. Schurr		Re-evaluation Date:	As Needed
Replaces:	All Previous General Orders Relative to Subject			
Distribution:	All Members			
Pennsylvania Accreditation References:				

I. PURPOSE

The purpose of this General Order is to create a partnership with the various faith-based leaders of the community to respond and assist the Department with providing an overall better quality of service to the citizens of Perkasie Borough and to provide support to police personnel and their families when required.

II. POLICY

It is the policy of the Perkasie Borough Police Department to work together in partnership with qualified religious leaders, regardless of denomination, who are available to respond during a crisis or time of need in providing a more personalized quality of service to the community. The goal is to have the Police & Clergy working together during certain crisis or incidents that a more comprehensive response will be given to those in need. The religious leader will perform tasks of a more emotional or social nature while the Officer handles those tasks that are of a law enforcement nature.

While this program has a religious or spiritual component, it is not intended to be an endorsement of any religious or faith-based organization. The Chaplaincy Program is nondenominational and is provided by a volunteer chaplain without financial compensation.

1. Administration

A. Administration – The Civilian Community Relations Specialist will serve as the Police Chaplain Coordinator.

2. Eligibility

- A. Police Chaplain Qualifications A Police Chaplain will possess the following qualifications prior to serving the Department and the community.
 - 1. Training from a seminary or faith institution.
 - 2. Commissioned, licensed, or ordained by a recognized faith, denomination, or religious body.
 - 3. Affiliation in good standing with a local congregation.
 - 4. Demonstration of successful experience in ministerial counseling and crisis intervention.
 - 5. Valid Pennsylvania driver's license.
 - B. Requirements Prior to serving as a Police Chaplain the following requirements must be met.
 - 1. Sign a liability waiver and the ride-along waiver.
 - 2. Participate in a 4-hour ride along with the patrol division within six months of joining.
 - 3. Pass a department background investigation including child abuse clearances.
 - 4. Take the Department's Police Chaplain Oath of Office.
- C. Responsibilities and Duties The Police Chaplain will agree to provide the following services:
 - 1. Counsel department personnel and their families (including volunteers).
 - 2. Visit sick or injured officers and department personnel in homes and hospitals.
 - 3. Assist with death notifications.
 - 4. Provide assistance to victims.

- 5. Upon request, they will lead the invocation/benediction at department functions as well as ceremonies related to the Borough.
- 6. Any other duties requested by the Police Chaplain Coordinator or a supervisor of the Department.
- D. Restrictions
 - 1. The Police Chaplain will not have a firearm or other weapon while serving as a Police Chaplain.
 - 2. Police Chaplains are accorded <u>no police powers.</u> Police Chaplains are not authorized to verbally or physically interfere with any Officer during any incident.
 - 3. Police chaplains shall serve without compensation and are not employees of the Boroughs of Perkasie.

3. Training

- A. The Police Chaplain will be required to complete the following training prior to serving.
 - 1. Attend an orientation class hosted by the Perkasie Borough Police Department that acquaints them with the personnel, code of conduct, policies, and procedures of the Perkasie Borough Police Department.
 - 2. Trained in the referral process used by the Perkasie Borough Police Department for its employee(s).
 - 3. Participate in a 4-hour ride along with the patrol division.
 - 4. Trained in the procedure to follow should a person reveal information that indicates criminal acts while the Chaplain is working in his role as Police Chaplain.
 - 5. Complete other training courses as assigned by the department.

4 . Ride-Along Program

A. Ride-Along Program - The ride-along program provides Police Chaplains the opportunity to have first-hand observation of police officers while on duty. Ride-a-longs will only occur when more than one officer is on duty.

- 1. Each Police Chaplain will complete a 4-hour ride-along. Police Chaplains may participate in further ride-along upon approval from the Police Chaplain Coordinator.
- 2. When Police Chaplains are with police officers during the performance of their duties, the officers will be in charge of their activities at all times. The chaplain will remain in the police vehicle unless instructed or requested otherwise by the officer.
- 3. Chaplains will avoid handling any evidence or becoming involved in any on-scene investigation unless requested by a police officer.
- 4. Where circumstances indicate a danger, the officer may have the Police Chaplain exit the vehicle at a safe location. The officer will notify Bucks County Communications so the Police Chaplain may be picked up by another officer.

5 . Duties and Responsibilities

- A. Duties The Police Chaplain will provide the following services:
 - 1. Counsel department personnel and their families (including volunteers).
 - 2. Visit sick or injured officers and department personnel in homes and hospitals.
 - 3. Assist with death notifications.
 - 4. Assist victims.
 - 5. Upon request, they will lead the invocation/benediction at department functions as well as ceremonies related to the Borough.
 - 6. Any other duties requested by the Police Chaplain Coordinator or a supervisor.
- B. Chaplain Call for Service -
 - 1. Police Chaplains will be contacted when an on-duty supervisor approves the activation for any incident requiring their services.
 - a. When responding to a service call by vehicle, the Police Chaplain will observe all traffic regulations.
 - b. When responding to a service call, the Police Chaplain will identify themselves verbally and by displaying identification provided by the department
 - c. While riding along or when on the scene of an incident, the Police Chaplain will display the department-issued identification that clearly identifies them as a

chaplain.

- d. Police Chaplains will not carry firearms on their person or in their vehicle while on call. Additionally, if a crime in progress is observed, they will not intervene but will notify 911 immediately and observe the offense from a safe viewing area until officers arrive.
- e. Police Chaplains are volunteers and as such are not considered a component of the formal chain of command. Police Chaplains will not intervene or hinder in any way the actions and decisions made by department employees in the performance of their duties. However, nothing in this General Order will prohibit the Police Chaplain from utilizing the prescribed department complaint process.
- 4. When a Police Chaplain arrives on the scene, they will contact an officer and identify themselves as a Police Chaplain. The supervisor on scene will be notified of the presence of the Police Chaplain.
- 5. The Police Chaplain will act as an intermediary between personnel and the victim and their family and will work in coordination with any victim services involved. More than one Police Chaplain may be summoned to a scene when there are multiple victims.
- C. Counseling When any Department employee or their family desires confidential counseling in any aspect of their professional or personal life they may go to the Police Chaplain without notifying their supervisor.
 - 1. Information received by any Chaplain in the course of his duties will be held as confidential and will not be provided to the Police Department unless:
 - a. The information indicates an officer or other member of the Department may be in personal danger, or
 - b. The information indicates an officer or other member of the Department may be planning to endanger another person.
 - 2. Any information meeting the criteria of the above section will be reported to the Chaplain Coordinator and the Chief of Police.
- D. Ethics Police chaplains will abide by the enumeration of ethics that has been adapted from the International Conference of Police Chaplains' Canon of Ethics for the Law Enforcement Chaplain (Revised April 2014). See below.
 - 1. The Law Enforcement Chaplain is foremost a member of the clergy and not an officer of the law and must always conduct himself or herself ethically and professionally. Departmental requirements for reporting matters up the chain of command and the necessity for confidentiality in communication with the chaplain make this imperative.

- 2. The Law Enforcement Chaplain shall be, and continue in good standing to be, a member of his or her faith group clergy. Any change in such status must immediately be reported to the Chaplain Coordinator.
- 3. The Law Enforcement Chaplain serves in an ecumenical capacity. He or she is not to use the chaplaincy to proselytize or to preach to win adherents to his or her faith group. It shall be assumed that the Law Enforcement Chaplain shall be familiar with the beliefs and practices of the various faith groups represented in his or her Department. It shall further be assumed that the Law Enforcement Chaplain is familiar with the requirements of honesty, integrity, humility, compassion, decency, brotherhood, humanity, and love that are overarching concepts among faith groups.
- 4. The Law Enforcement Chaplain shall not hesitate to seek guidance either from Departmental authorities or clergy of other faith groups when such guidance becomes necessary to the proper discharge of chaplaincy duties.
- 5. The Law Enforcement Chaplain may from time-to-time face situations involving members of his or her general community. The Chaplain is to discharge his or her duties in such situations with due regard for any Departmental policies and procedures that may pertain to such circumstances. The Chaplain is still a member of the clergy and as such may be of service to the entire community as long as he or she does not infringe upon the ministry of another member of the clergy and does not improperly involve his or her Department by such service.
- 6. It cannot be stressed too strongly that the Law Enforcement Chaplain shall maintain the confidentiality of those who seek his or her guidance and counsel as a Chaplain. The Law Enforcement Chaplain shall become familiar with the laws governing confidentiality that obtain in his or her state, province, territory or nation.
- 7. The Law Enforcement Chaplain shall be aware of Departmental regulations concerning favors, gifts and gratuities and follow them rigorously. He or she shall not give or receive any favor, gift or gratuity that has, or has the appearance of having, a basis in special consideration. He or she shall always conduct himself or herself in an ethical and professional manner.
- 8. The Law Enforcement Chaplain shall not lend his or her presence to any political or social movement in any manner that may suggest departmental endorsement of such a movement. Any such endorsement or advocacy must be undertaken only as a civilian member of the clergy. Political and social movements are clearly distinguishable from civic office. As citizens, Law Enforcement Chaplains may and do hold public office either by election or appointment. At all times, however, the role of public servant must be held distinct from the role of clergy.
- 9. The Law Enforcement Chaplain shall maintain timely and accurate records of any

resources put at his or her disposal for the exercise of the chaplaincy ministry and be ready at all times to render an account of such resources to the appropriate authority or authorities.

III. SUPERVISORY RESPONSIBILITY

It shall be the responsibility of all supervisory personnel to ensure that officers under their command comply with this order.

IV. DISTRIBUTION

All Police Officers

V. **RESPONSIBILITY**

It is the responsibility of all police personnel to become familiar with this policy and to adhere to its procedures.

VI. REVIEW

This policy shall be reviewed periodically and amended as needed.

VII. AMENDED

VIII. EFFECTIVE DATE

This Order effective.

BY ORDER OF _____

Chief of Police

PERKASIE BOROUGH RESOLUTION NO. 2024-50

A RESOLUTION OF THE PERKASIE BOROUGH COUNCIL APPROVING THE RETENTION OF GREG MARTIN AS IT RELATES TO THE ADVANCED CYBERSECURITY TECHNOLOGY (ACT) 1 PRIZE PROGRAM AND THE APPROVAL OF THE NONDISCLOSURE AGREEMENT BETWEEN PERKASIE BOROUGH AND GREG MARTIN

WHEREAS, the Borough of Perkasie ("Borough") is preparing a submission to Phase II of the Advanced Cybersecurity Technology (ACT) 1 Prize Program; and

WHEREAS, the Phase II submission requires the Borough to conduct assessments of its network and system architecture and technology tools to identify cybersecurity risks and vulnerabilities, prioritize potential solutions, and develop roadmaps and budgets to support improvements to the Borough's cybersecurity posture; and

WHEREAS, the Borough would like to retain Greg Martin in an advisory role in selecting third-party providers to support the project, specifying the nature of the relationship and deliverables, and reviewing and monitoring progress; and

WHEREAS, the Borough has presented Greg Martin with a Nondisclosure Agreement as it relates to his retention in an advisory role related to the Advanced Cybersecurity Technology (ACT) 1 Prize Program; and

WHEREAS, The Borough Council has determined that it is in the best interest of the Borough to approve the retention of Greg Martin in an advisory role related to the Advanced Cybersecurity Technology (ACT) 1 Prize Program and the approval of the Nondisclosure Agreement with Greg Martin.

NOW THEREFORE BE IT RESOLVED that the Perkasie Borough Council approves and accepts, by adoption of this Resolution, the retention of Greg Martin in an advisory role related to the Advanced Cybersecurity Technology (ACT) 1 Prize Program and approves the Nondisclosure Agreement with Greg Martin.

BE IT FURTHER RESOLVED that the Borough Manager is authorized to execute the Nondisclosure Agreement.

THIS RESOLUTION WAS DULY ADOPTED by the Borough Council of Perkasie Borough on the 5^{th} day of August, 2024.

BOROUGH OF PERKASIE:

ATTEST:

By:_____ James Ryder, Council President

By:_____ Andrea L. Coaxum, Secretary

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (this "Agreement"), effective July 15, 2024 ("Effective Date"), is entered into by and between the Borough of Perkasie, a political subdivision of the Commonwealth of Pennsylvania, maintaining a principal place of business in Perkasie, Pennsylvania ("Borough") and Greg Martin, an adult individual residing in Perkasie, Pennsylvania ("Martin") (each herein referred to individually as a "Party," or collectively as the "Parties"). In consideration of the covenants and conditions contained herein, the Parties hereby agree as follows:

1. <u>Purpose</u>

The Advanced Cybersecurity Technology ("ACT") 1 Prize Program is designed to improve the ability of the Borough to protect itself against, detect, respond to, and recover from cybersecurity threats. The ACT 1 Prize Program is supported by the Rural and Municipal Utility Cybersecurity ("RMUC") Program spearheaded by the United States Department of Energy ("DOE") Office of Cybersecurity, Energy Security, and Emergency Response. The Borough is committed to submitting a Phase II Application of the ACT 1 Prize Program, which requires the Borough to conduct assessments of the Borough's network and system architecture and technology tools. The Borough will use the information gathered during these assessments to identify cybersecurity risks and vulnerabilities, prioritize potential solutions, and develop roadmaps and budgets to support improvements to the Borough's cybersecurity posture. The project, which is undertaken as part of the submission of the Phase II Application, will focus on the infrastructure of the Borough's Electric Utility, but will also include an assessment of all Borough departments, including but not limited to Public Works, Parks & Recreation and the Administration. The Borough desires to utilize the technical capabilities of Martin in furtherance of the Borough's project in accordance with the terms and conditions of this Nondisclosure Agreement.

2. CONFIDENTIAL INFORMATION

A. Definition. "Confidential Information" as used in this Agreement shall mean any and all confidential technical and non-technical information disclosed either orally or in writing by one Party and/or any of its Affiliates ("**Discloser**") to the other Party and/or any of its Affiliates ("**Recipient**"), whether or not marked as "confidential", and shall include without limitation: (i) network and system architecture and technology tools; (ii) technology details and specifications; (iii) software programs; (iv) software source documents; and (v) all information regarding the Borough IT and cybersecurity programs, risks, vulnerabilities, and the like.

B. Exceptions. Confidential Information shall not, however, include any information that (i) was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure by Discloser to Recipient; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure by Discloser to Recipient through no wrongful action or inaction of Recipient; (iii) is in the rightful possession of Recipient without confidentiality obligations at the time of disclosure by Discloser to Recipient as shown by Recipient's then-contemporaneous written files and records kept in the ordinary course of business; (iv) is obtained by Recipient from a third party without an accompanying duty of confidentiality without a breach of such third party's obligations of confidentiality; or (v) is independently developed by Recipient without use of or reference to Discloser's Confidential Information, as shown by written records and other competent evidence prepared contemporaneously with such independent development; or (vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the Recipient shall provide prompt notice of such court order or requirement to the Discloser to enable the Discloser to seek a protective order or otherwise prevent or restrict such disclosure.

3. NONUSE AND NONDISCLOSURE

Recipient shall not use any Confidential Information of Discloser for any purpose except to evaluate and engage in discussions concerning the ACT 1 project. Recipient shall not disclose any Confidential Information of Discloser to third parties or to Recipient's employees, except that, subject to Section 4 below, Recipient may disclose Discloser's Confidential Information to those affiliates, agents, consultants or employees ("**Representatives**") of Recipient who are required to have the information in order to evaluate or engage in discussions concerning the ACT 1 project.

4. MAINTENANCE OF CONFIDENTIALITY

Nothing in Section 2 above shall be deemed to prevent either Party from disclosing Information to its Representatives who need to know the Confidential Information. Each Party shall be responsible for any breach of this Agreement by its Representatives. "Representatives" shall mean, without limitation, any agents, directors, officers, employees, accountants, attorneys, or other persons acting for or on behalf of a person.

Nothing contained herein shall be deemed to prevent either of the Parties from disclosing any Confidential Information when requested or required to do so by a subpoena, civil investigative demand, or other similar legal process, or by the authority of any state or Federal administrative agency or governmental body, provided that the Party disclosing the Confidential Information promptly notifies the other Party of the request or requirement so that the other Party may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement. In the event that such protective order or other remedy is not obtained, or the other Party waives compliance with the provisions of the Agreement, the disclosing Party agrees to furnish only that portion of the Confidential Information which is legally required and to exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded top that portion of the Confidential Information which is disclosed.

5. <u>NO OBLIGATION</u>

Nothing in this Agreement shall be construed to restrict either Party's use or disclosure of its own Confidential Information. Neither party shall be liable to the other hereunder for any indirect, special, or consequential damages under any circumstances.

6. <u>NO WARRANTY</u>

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF ANY CONFIDENTIAL INFORMATION, OR WITH RESPECT TO NON-INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY OR OF RECIPIENT.

7. <u>RETURN OF MATERIALS</u>

All documents and other tangible objects containing or representing Confidential Information that have been disclosed by Discloser to Recipient, and all copies or extracts thereof or notes derived therefrom that are in the possession of Recipient, shall be and remain the property of Discloser and shall be promptly returned to Discloser or destroyed (with proof of such destruction), each upon Discloser's written request.

8. <u>NO LICENSE</u>

Nothing in this Agreement is intended to grant any rights to Recipient under any patent, mask work right or copyright of Discloser, nor shall this Agreement grant Recipient any rights in or to the Confidential Information of Discloser except as expressly set forth in this Agreement.

9. <u>TERM</u>

This Agreement shall be for a one (1) year term commencing on the Effective Date. Notwithstanding the expiry or earlier termination of this Agreement, the Parties respective confidentiality obligations shall survive and continue in force for a five (5) year period after such expiry or termination.

10. **Remedies**

Recipient agrees that any violation or threatened violation of this Agreement may cause irreparable injury to Discloser, entitling Discloser to seek injunctive relief in addition to all other legal remedies.

11. MISCELLANEOUS

This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign or otherwise transfer this Agreement without the prior written consent of the other Party. Any assignment or transfer of this Agreement in violation of the foregoing shall be null and void. This Agreement will be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles. Each Party hereby represents and warrants that the persons executing this Agreement on its behalf have express authority to do so, and, in so doing, to bind such Party thereto. This Agreement contains the entire agreement between the Parties. If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to give effect to the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. No provision of this Agreement may be waived except by a writing executed by the Party against whom the waiver is to be effective. A Party's failure to enforce any provision of this Agreement shall neither be construed as a waiver of the provision nor prevent the Party from enforcing any other provision of this Agreement. No provision of this Agreement may be amended or otherwise modified except by a writing signed by the Parties to this Agreement. The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be signed and: (i) delivered by facsimile transmission, (ii) scanned and emailed, or (iii) emailed via a .pdf file, and all of which shall be as binding as originals.

12. **DISPUTES**

The Parties hereby submit to the exclusive jurisdiction of the Court of Common Pleas of Bucks County, Pennsylvania for all causes of action arising under this Agreement.

(The remainder of this page intentionally left blank; signature page to follow.)

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

Perkasie Borough

Greg Martin

Ву:		By:
Name:		Nam
Title:		Title
Date:	, 2024	Date

	n A
	By: Jog Ma
	Name: Gregory y. Martin
	Title: Volunter
, 2024	Date: <u>August</u> 2024

SPECIAL EVENTS

Purpose.

The Borough Council finds that streets, public places and private facilities within the Borough are from time to time temporarily closed and used as sites for races, festivals, shows, neighborhood celebrations and other public events that are privately sponsored but open to the public. Events of this kind serve to improve the quality of life of the residents of the Borough and often result in large numbers of people congregating within the confines of the temporarily closed street, public places and private facilities, and the resulting crowd conditions may create concerns for police and fire access and other control concerns related to health, safety and welfare of the public and of persons and property in the designated area. It is therefore essential that a policy be established for regulating these Special Events to facilitate control over them by the sponsor and by the Borough to safeguard persons and property.

DEFINITIONS.

APPLICANT: Any person or any sponsoring organization seeking a special event permit from the Borough Council in order to conduct or sponsor an event governed by this chapter. This term shall include, in the case of an organization applying for a special event permit, an individual designated by such organization as the responsible contact person.

APPLICATION: A form required to be filed and approved by Borough Council for any special event.

APPLICATION FEES: A fee for filing the permit application and any additional fees as set forth in the Borough's Fee Schedule.

ASSEMBLY: A gathering, meeting or rally of 50 or more people without vehicles, that may interfere with the movement of vehicular or pedestrian traffic on any street or sidewalk or other public property.

BLOCK PARTY: A gathering of the residents on a residential street requiring a closure of a street or a portion thereof to vehicular traffic and use of the street for social and/or entertainment purposes.

BLOCK PARTY – COMMERCIAL: A gathering on any street requiring a closure of a street or a portion thereof to vehicular traffic and use of the street for social, entertainment and/or commercial purposes, where the applicant is a Borough business and the closure is at or adjacent to the physical location of the Borough business.

BOROUGH: The Borough of Perkasie, Bucks County, Pennsylvania.

BOROUGH COUNCIL: The governing body of the Borough of Perkasie.

BOROUGH MANAGER: The Borough Manager of the Borough of Perkasie, or their designee.

EVENT COORDINATOR: A contact person, designated by the sponsor of the special event who acts as the facilitator between the Borough and the sponsor of the event.

FIRST AMENDMENT ACTIVITY: All expressive and associative activity that is protected by the United States and Pennsylvania Constitutions, including speech, press, assembly, and/or the right to petition. For purposes of this chapter, commercial advertising that is regulated by the Code of the Borough of Perkasie is excluded from this definition.

FOR-PROFIT ORGANIZATION: A for-profit organization is one that operates with the goal of making money. Most businesses are for-profits that serve their customers by selling a product or service. The business owner earns an income from the for-profit and may also pay shareholders and investors from the profits.

ORGANIZATION: A firm, partnership, association, corporation, society, company nonprofit, charitable entity, or organization of any kind.

PARADE: A march or procession or motorcade consisting of persons, animals or vehicles, or any combination thereof, upon any public street, sidewalk, alley or other street right-of-way in the Borough, that obstructs, delays or interferes with the normal flow of pedestrian or vehicular traffic or does not comply with traffic laws or controls.

PERMIT: Any written authorization issued as required by this chapter for the conduct or performance of a special event.

PERMITTEE: Any person or any sponsoring organization to whom a special event permit is issued by Borough Council.

PERSON: Any individual.

PUBLIC PLACE: Any public place, park, playground, ball field, band shelter, gazebo, playing field or other areas owned, operated or leased by the Borough.

RIGHT-OF-WAY: A public street, alley, sidewalk or crosswalk, including bike and pedestrian paths.

SPECIAL EVENT: A parade, assembly, athletic event, street fair, art and craft show, carnival, soap box derby, rally, or other special event or activity that occurs in a public place or on a Borough street, sidewalk, alley or other street right-of-way and that obstructs, delays or interferes with the normal flow of pedestrian or vehicular traffic or does not comply with traffic laws and controls, but excluding a block party. The term "special event" shall also include indoor or outdoor concerts, displays, fairs athletic, and other events occurring on private property and designed to attract large crowds such that the event will interfere with normal traffic flow. For purposes of this chapter, special events regulated elsewhere in the Code of the Borough of Perkasie, including those in Perkasie parks, are excluded from this definition and this chapter.

SPONSOR: An organization or person that is responsible for setting up and/or staging the activities under this Part.

SUPPORT SERVICES: Those which can or must be provided by the Borough to ensure that an event is conducted in such a manner as to protect the rights, safety, health, property and general welfare of its residents. This includes but is not limited to fire protection, crowd management and control, traffic management, Borough administration and solid waste management.

PERMIT REQUIRED - EXCEPTIONS

A: Any person or organization seeking to conduct or sponsor a special event in Perkasie Borough shall first obtain a special event permit from Borough Council. A special event permit shall not be required for the following:

- 1. Funeral processions.
- 2. Any special event sponsored by the Borough, whether or not occurring exclusively on Borough property.

3. Any activity held solely on private property that does not require for its successful execution the provision and coordination of Borough services to a degree equal to and/or over and above that which the Borough routinely provides.

4. First Amendment activity on Borough streets or sidewalks that will not likely result in the obstruction of Borough streets or sidewalks nor compromise the ability of the Borough to respond to a public safety emergency.

- 5. Wedding processions.
- 6. Students going to and from school or other classes or educational activities, provided that such activity is under the immediate direction and supervision of the proper school authorities.
- 7. Activities of governmental agencies.

B: Any person or organization seeking to conduct a residential or commercial block party shall first obtain a Block Party permit from Borough Council.

C: Any person or organization seeking to conduct an event on any portion of a PENNDOT right of way must additionally obtain the necessary event permit from PENNDOT. This condition applies to the following roads:

- Ridge Road (SR 0563)
- Park Avenue (SR 4052) from Ridge Road to the East Rockhill Township line,
- Tunnel Road (SR 4050) from Ridge Road to the East Rockhill Township line,
- Market Street (SR 4039) from Ridge Road to 7th Street,
- 5th Street (SR 4039) from W. Market Street to the East Rockhill Township line,
- Constitution Avenue (SR 0152) from Walnut Street to the Sellersville Borough line,
- S. Main Street (SR 4087) from Walnut Street to Callowhill Street,
- Walnut Street (SR 0152) from Constitution Avenue to the Hilltown Township line,
- Callowhill Street (SR 4017) from 5th Street to the Hilltown Township line,
- Blooming Glen Road (SR 4089) from 5th Street to the East Rockhill Township line.

D. Any person or organization seeking to conduct an event on any portion of property owned by SEPTA must additionally obtain the necessary event permit from SEPTA, or written permission from the lease holder of such property.

E. Any person or organization seeking to conduct an event on any portion of privately owned property, where the event is designed to attract large crowds such that the event will interfere with normal traffic flow or otherwise have an impact on public safety or services, must additionally provide written permission from the owner of such property.

SPECIAL EVENTS FOR COMMERCIAL PURPOSE AND EXCEPTIONS

No permit shall be issued authorizing the conduct of a special event intended to be held for the sole purpose of advertising any products, goods, wares, merchandise, or event, or designed to be purely for private profit, with the following exceptions:

A special event organized by a for-profit organization where Borough Council determines that the sole purpose of the event is to benefit economic development in the Borough of Perkasie, and where the event is limited to less than 1,000 participants, and where the event will not cause undue disruption to Perkasie Borough businesses and residents. Examples include, but are not limited to, local vendor events, and filming for the purposes of TV or Movie production or the like. Such exceptions are at the discretion of the Borough Council, and subject to all the conditions of application, review and permitting described in this chapter;

A Block Party organized by a Perkasie Borough business, where a Commercial Block Party permit has been issued by Borough Council.

APPLICATION FOR PERMIT

- A. Special events. Any person or organization intending to conduct or sponsor a special event shall apply to the Borough Manager for a special event permit at least 90 days in advance of the date of the proposed event. In emergency situations, determined at the sole discretion of the Borough Manager, the Borough Manager may consider any application for a permit to conduct or sponsor a special event not filed within the time frame required by this section.
- B. The Borough Manager shall also issue special event permits for First Amendment activity on a content-neutral basis to the extent required by law, and shall evaluate applications for such special events no later than two business days following receipt of such applications when such First Amendment activity is intended to respond to current events and depends for its value on a timely response. The Borough Manager shall impose only those conditions on such permit relating to time, place and manner of the proposed activity that are reasonably related to the Borough's significant interests and shall impose only such administrative fee as necessary to defray the cost of evaluation and scheduling of the event.

C. The application for a special events permit shall be made, in writing, on a special event permit application form provided by the Borough Manager. Upon receipt, the Borough Manager shall forward a copy of the application to a committee of Borough staff for review, comment and recommendation, and to the Chairs of the Public Safety and Economic Development Committees of Perkasie Borough Council, for their information. In order that adequate arrangements may be made for the proper policing of the special event and for other Borough services, the application shall contain the following information and documentation and comply with the following rules:

(1) The name, address and telephone number of the applicant, the sponsoring person or organization, and an Event Coordinator or other alternative contact person.

(2) The nature and/or purpose of the special event, the proposed date and location, the proposed starting and ending time.

(3) A description, where applicable, of the individual organizations which will be participating in the special event

(4) A map with an overview of the proposed event to include requests for electric, porta potty placement, and location of stages to be erected, if applicable.

(5) A description of any sound amplification equipment to be used, and the location at the event

(6) The estimated number of participants or spectators.

(7) The number and locations of any requested road closures, and a detailed description of the method or manner of the closure. A map and description of any resulting vehicle and/or pedestrian traffic diversion(s) and directional signage.

(8) An estimate of the number of vendors and locations. A final list of vendors and locations shall be submitted to the Borough Manager 7 days prior to the event, except in the case of First Amendment activity that is intended to respond to current events and depends for its value on a timely response in which case the applicant is to contact the Borough Manager at the time of permit submission to discuss whether vendors authorized by the applicant will be present.

(9) An indemnification agreement, signed by the applicant, pursuant to which the applicant agrees to reimburse the Borough for any costs incurred in repairing damage to Borough property occurring in connection with the permitted event and proximately caused by the permittee, its officers, employees or agents or any person under the permittee's control insofar as permitted by law, and, further, that the permittee shall defend the Borough against, and indemnify and hold the Borough harmless from, any liability to any persons resulting from any damage or injury occurring in connection with the permitted event proximately caused by the actions of the permittee, its officers, employees or agents or any person under the control of the permittee insofar as permitted by law. For purposes of this requirement, persons merely joining in a parade or event are not considered by that reason alone to be under the control of the permittee.

(10) A certificate of insurance evidencing \$1,000,000 in Comprehensive General Liability Insurance, along with all required endorsements, naming Perkasie Borough, its officers, employees and agents as additional insureds, to be filed no less than 20 days prior to the scheduled event. The Borough may require the applicant to obtain higher insurance limits if the Borough deems it necessary, based on the activity or activities planned as part of the special event. The Borough may require additional coverage and/or a liquor liability endorsement if food or alcoholic beverages are to be sold or served at the event.

(11) A certificate of insurance, if the Borough deems necessary and appropriate, from any vendors or other organizations participating in the special event for the policies and minimum coverages listed in Subsection B(8) above.

(12) Such other information as the Borough Manager may deem necessary, including, but not limited to, the following:

(a) The type and estimated number of vehicles, animals and structures that will be used at the event and whether water aid stations or first aid stations will be provided;

(b) The provisions made for sanitary facilities for persons participating in or attending the event;

(c) Whether food or beverage or alcoholic beverages will be sold at the event;

(d) The provisions made for monitors of the event;

(e) Parking needs for the event and any parking restrictions required;

(f) Provisions for the safety and wellbeing of participants, visitors and attendees at the event.

(g) If the special event is a parade, organizing and disbanding areas, the proposed route to be traveled and the proposed times when the event and any meeting or rally connected therewith are to be held, the portion of the streets to be occupied by the parade, the number, type and size of each float, the intervals of space to be provided between individual units in the parade, and the maximum size and material of any signs or banners to be carried along the parade route; and

(h) Any supplemental information deemed by the Borough Manager to be reasonably necessary to determine whether a special event permit shall be issued.

(13) Should any department within the Borough deem it necessary to perform an inspection(s) as a condition of a special events permit approval, the applicant shall allow for the inspection and attach the inspection report to the application or amended application.

(14) Number and locations of trash & recycling collection containers and arrangements to remove said containers at the conclusion of event. Site maintenance is the responsibility of the permittee, and the site must be left in a clean condition. Permittees are required to keep sidewalks, roadways, and other public or private spaces adjoining and adjacent to the event clean and free from refuse of any kind which may be generated by the running of the event.

E. No special event schedule shall last past 10:00 p.m. on special events occurring on a Sunday through Thursday, and no special event schedule shall last past 11:00 p.m. on special events occurring on a Friday or Saturday, and such evening hour restriction includes the time required for any related breakdown and cleanup of said special event.

F . Block party. Any person or organization intending to conduct a block party shall apply to the Borough Manager for a block party permit at least 14 days in advance of the proposed event. In emergency situations, determined at the sole discretion of the Borough Manager, they may consider an application for a permit to conduct a block party not filed within the time frame required by this section. The application for a block party permit shall be made, in writing, on a block party permit application form provided by the Borough Manager. In order that adequate arrangements may be made for any Borough services, the application shall contain the following information and the applicant shall agree to comply with the following rules:

(1) No block parties will be approved for Sundays before 12:00pm.

(2) Residential Block party applicants must obtain the signatures of at least 75% of the residents on the block indicating their support of the application. Commercial Block party applicants must provide notice of the street closure and other details of the event to affected residents and Borough businesses.

(3) There will be no rain dates for block parties.

(4) No block party shall last longer than eight hours.

(5) All block parties must end by 10:00 p.m

(6) No block party permits will be approved for the same day as another already-approved Block Party permit, or a Borough-approved special event, without the review and express approval of the Perkasie Borough Police Department.

(7) Block party applications require payment of an application fee as set out in the Borough's Fee Schedule with the submission of the application.

BOROUGH STAFF REVIEW

- A. The Borough is responsible for determining whether to issue permits and licenses for special events and establishing guidelines for the safe and proper conduct of such events. To fulfill these responsibilities, the Borough must determine if such events can be safely and properly conducted and the terms and conditions under which an approved event may be conducted.
- B. A committee of Borough staff will review the permit application. The purpose of the review is to allow the Borough to plan, evaluate, and coordinate for any special event, and establish the terms and conditions within which the event may be conducted. The review will allow the sponsor or the event coordinator to plan and manage the event within the context of any established terms and conditions.

C. The Borough staff review of special events may involve input from the following personnel (which can be reduced or increased to include other personnel at the Borough Manager's discretion):

- A. Borough Manager.
- B. Police Chief.
- C. Fire Chief.
- D. Public Works Director.
- E. Parks & Recreation Director
- F. Electric Company Supervisor
- G. Emergency Management Coordinator

D. The staff members conducting the Borough staff review will review and recommend to the Borough Manager the approval/disapproval of each proposed special event on its own merits. In reviewing a proposed special event, staff members will also review, evaluate and determine the costs of support services required for the special event, and the cost of support services that will be charged to the applicant. The Borough staff review will involve consideration of various criteria and factors, including but not limited to, the following:

1. Is the proposed special event considered desirable for the Borough?

2. Does the event history, size or complexity indicate potentially significant disruption to Borough residents or businesses.

3. Does the Borough have the ability to provide, if needed, the required support services regardless of who bears the cost?

4. Does the proposed special event conflict with any other proposed events or activities?

E. Additional services may be provided and/or required from the Borough and charged to the sponsor of special event. The reviewing committee will consider the need for, but not limited to, any of the following:

- A. Temporary parking signs
- B. Barricades
- C. Additional police protection
- D. Security
- E. Emergency medical services
- F. Utilities
- G. Restroom facilities
- H. Clean up and site maintenance
- I. Administration

F. At the request of the reviewing committee, the sponsor shall furnish any additional information that may be requested for a thorough Borough staff review. The sponsor shall abide by all of the terms and conditions established as part of the approval process, and shall provide for the protection of the safety, health, property and general welfare of those attending and participating in the special event.

G. The Borough staff members conducting the Borough staff review shall recommend to either approve or disapprove a proposed special event, submitting the conditions required if approved, the costs of support services and any other related issues to the Borough Manager in a timely manner so as not to delay the planning process.

H. The recommendation, along with all costs and conditions, will be presented by the Chair of the Public Safety Committee of Borough Council, and will be subject to final approval by the Borough Council, at a public meeting. The decision of approval/disapproval made by the Borough Council will be final.

ISSUANCE OR DENIAL OF PERMIT

A. The Borough Council shall approve or disapprove all applications for a special event permit with modifications or conditions as it deems appropriate, not less than 15 days prior to the scheduled date of the special event as shown on the application. The decision of Borough Council shall be final

B. STANDARDS OF ISSUANCE. The Borough Council shall issue a special event permit upon approval of the special event application and upon agreement by the applicant, in writing, to the terms and conditions of the permit, provided that Borough Council determines that:

(1) The time, route and size of the special event requested by the applicant will not disrupt to an unreasonable extent the movement of vehicle traffic in or through the Borough; or

(2) The time, route and size of the special event will not require the diversion of so great a number of police officers of the Borough to properly police the parade route or event and the areas contiguous thereto that issuance of the special event permit will disrupt to an unreasonable extent police protection to the Borough;

(3) The special event will not interfere with another special event for which a permit has been issued; and

(4) The applicant has complied with the requirements of this chapter, including without limitation those provisions pertaining to indemnification, insurance, and the payment of applicable fees and deposits.

C. STANDARDS OF DENIAL. Borough Council, in its discretion, may deny an application for a special event permit and shall notify the applicant of such denial, in writing, if any of the following applies:

(1) The information contained in the application is found to be false or incomplete in any material detail.

(2) The applicant refused to comply with an inspection required by one or more Borough departments or the property proposed for the special event failed an inspection.

(3) The applicant refuses to comply with any and all conditions of the permit.

(4) The sole purpose of the event is advertising of any product, good, ware, merchandise or event and is designed to be held solely for private profit and not for First Amendment expression.

(5) A special event permit application submitted prior in time has been approved for an event at the same time and place requested, or so close in time and place as to cause undue traffic congestion, or approval of both events will render the Police Department unable to meet the needs for police services for both events.

(6) The proposed event will unduly disrupt the safe and orderly movement of traffic adjacent to the event site or will prevent proper police, fire or ambulance services to areas adjacent to the event site.

(7) The size of the event will require diversion of such police resources in order to ensure the orderly conduct of the special event that protection of the remainder of the Borough will be compromised.

(8) The location of the parade or other special event will substantially interfere with construction or maintenance work scheduled to take place on Borough streets, sidewalks, or any other property previously granted permit approval.

(9) The special event will occur at a time when a school is in session and the route or location of the event will substantially interfere with the educational activities of the school.

D. Borough Council shall have the authority, in its sole discretion, to issue a special event permit notwithstanding the applicant's failure to comply with any of the provisions of this section, provided the applicant agrees to such conditions or modifications that alter the date, time, duration, route or location of the event, and provided further that any such modification shall be the minimum necessary to achieve compliance with Subsection C of this section.

NOTIFICATION

The Borough will notify the applicant within five days of the final decision. This notification will include the approval/disapproval of the proposed special event along with any costs and/or conditions attached.

APPLICATION FEE AND FEES FOR BOROUGH EXPENSES

A. Except as provided herein, each applicant for a permit to conduct a special event shall pay an application fee to defray the administrative costs of the Borough in reviewing and distributing the application, and preparing for such a special event, in an amount set forth in the Borough's Fee Schedule as amended from time to time by Borough Council.

B. Within five days of the approval of the application for a special event permit, the applicant shall pay to the Borough an amount specified in the Borough's Fee Schedule, in order to cover the Borough's estimated expenses for the special event, including, but not limited to, the costs of police protection and fire protection. The necessity of each itemized expense shall be evaluated on a case-by-case basis and shall be determined at the sole discretion of the Borough Council, upon the recommendation of the Reviewing Committee. If the fee required by this subsection is not paid within five days of the approval of the special event permit, the approval may be deemed to be void. Any actual costs incurred by the Borough for the special event shall be paid to the Borough by the applicant immediately upon receipt of an invoice therefore.

C. An applicant may make a request for a fee waiver for the application fee or the fees for Borough services. Perkasie Borough Council may consider the request and grant at their discretion, per the best interests of the Borough according to the following schedule:

Applicant	Eligibility for Fee Waiver Consideration
Private individuals and groups	NO
For profit / commercial	NO
Events with an admission charge or with paying vendors	NO
Charitable, non-profit or civic groups	NO – application fee
	YES / consider waiving fees for Boro services performed
	during normal working hours. Boro services performed
	outside normal working hours charged at rate per Fee
	Schedule
Governmental / mutual aid	YES – consider waiving fees for all Boro services
Large community events co-sponsored by the Borough	YES – consider waiving fees for all Boro services

CO-SPONSORSHIP

- A. Perkasie Borough Council fosters, supports and connects the community through special events and acknowledge that co-sponsorship may reduce financial impacts for organizers and assist with making sure the event is successful. Organizations hosting a special event that meets the criteria listed below may request co-sponsorship. Co-sponsorship requests are for in-kind services such as Borough staff costs, facility fees and utility fees. Co-sponsorship requests should establish a mutually beneficial partnership between the Borough of Perkasie and the community.
 - 1. The following events are eligible for consideration:
 - A. Sponsored by non-profit organizations that have documented Federal 501c3 or similar non-profit status (NB: non-profit status does not guarantee that a co-sponsorship will be granted);
 - B. Non-profits that qualify for Borough funds as stated in Section 1202 of the state Borough code.
 - C. Government organizations and school districts
 - D. Directly benefits Borough-owned programs and activities or facilities
 - E. Supports the local economy
 - F. Any event pertaining to Borough business or memorial services sponsored by veteran or public safety organizations
 - G. The applicant can demonstrate that the organizations has the experience and expertise to undertake the planning and execution of the proposed event.
 - 2. The following events and organizations are not eligible for consideration:
 - A. Events presented by for-profit organizations or private individuals
 - B. Events or activities that are not open to the public
 - C. Organizations who received co-sponsorship the previous year but failed to fulfill their obligations during the event
 - D. Organizations whose revenue is substantially derived from the sale or firearms or weapons, tobacco and marijuana products, gambling or sexually explicit materials
 - E. Political organizations or organizations whose primary purpose or events is to act on behalf of, in support of, or in opposition to any political candidate ballot measure or political position
 - F. Events that discriminate on the grounds or face, color, national origin, ancestry, age, gender or disability
 - 3. Applicants must submit a completed special event application with the co-sponsorship request.

4. Co-Sponsorship requests are reviewed by a committee of Borough staff and will be evaluated upon the organization's and event's mission and ability to demonstrate local community benefit, the total number of participants at the event, the impact on Borough residents, businesses and services, and the organization's financial need. A Co-Sponsorship request will be denied if it negatively impacts the Borough's budget or operations.

REQUIREMENTS

A. Approval to conduct a special event by this process does not relieve the sponsor or any participants, including but not limited to peddlers, vendors, mobile vendors, or exhibitors, from the responsibilities of applying for any other permits or licenses or meeting any other requirements which may be applicable in this chapter with respect to the following items:

- A. Fireworks.
- B. Peddlers/solicitation.
- C. Flyers/postings/banners. Signs and/or distribution of advertising materials.
- D. Vendors including Temporary Fixed Vendors.
- E. Health Department.

B . All special events must obtain liability insurance in the amount denoted on the application, which may change from time to time, with the Borough being named as an additional insured, or a larger amount in the discretion of the Borough. This insurance shall satisfy all insurance requirements for the Borough for holding the special event. The insurance policy may be subject to the review and approval of the Borough Solicitor.

3. All required permits, licenses, security deposits, fees and insurances policies must be obtained no later than 10 days prior to the special event. All regulations and/or requirements set forth in this Chapter related to special events may be waived or adjusted for special events at the Borough Council's discretion.

CHANGE OF EVENT LOCATION

The Borough reserves the right to change the location of any special event from those proposed on the special event permit application to other routes and areas, at any time prior to the special event if the Borough Manager determines that the safety of the public or property requires such changes. Notice of such action shall be delivered, in writing, to the permittee.

REVOCATION OF PERMIT

Any special event permit issued pursuant to this chapter may be summarily revoked by the Borough Manager at any time when by reason of the occurrence of a disaster, public calamity, riot or other emergency, the Borough Manager determines that the safety of the public or property requires such revocation. Notice of such action revoking a permit shall be delivered, in writing, to the permittee. Revocation of the permit may take place up to and during the special event.

INTERFERENCE WITH A SPECIAL EVENT

No person shall knowingly join in any special event conducted under a permit issued by Borough Council in violation of any of the terms of the permit, knowingly participate in any permitted special event without the prior consent of the permittee, or in any manner interfere with the progress or orderly conduct of any permitted special event.

PARKING IN SPECIAL EVENT LOCATION

The Perkasie Police Department shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along the street or portion thereof which is within the perimeter of a special event area. The permittee shall be required to post signs giving notice of such restrictions and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof.

VIOLATIONS AND PENALTIES

- A. Violations of this article shall be punishable as set forth in Chapter 1, General Provisions, Article II, Violations and Penalties. [Amended 9-18-2000 by Ord. No. 835]
- B. Borough Council shall have the ability to withhold future permit approval until all fines and penalties are paid in full.
- C. Any person conducting or sponsoring a special event or a block party, as applicable, without first providing the necessary fees and deposits as required by this chapter shall be billed for the actual cost by Perkasie Borough for police, cleanup services and other Borough services. Failure to pay such costs billed by the Borough for such services within 15 days shall result in the imposition of a 10% penalty and interest at the rate of 1% per month until said costs are collected.



180 MAPLE AVENUE POST OFFICE BOX 31 SELLERSVILLE, PA 18960-0031 (215) 257-6355 FAX (215) 257-1749

PENNRIDGE WASTEWATER TREATMENT AUTHORITY



July 9, 2024

Perkasie Borough Council

BOROUGH OF PERKASIE

Dear Council,

As Chairman of PWTA I would like to personally thank you for all your hard work in getting Resolutions passed so we can file the Recertification of the Articles of Incorporation.

There were many hurdles to cross and months of discussions to get to where we are today. Working together we accomplished a goal to ensure a future for the Pennridge plant and the surrounding communities that it serves.

Looking forward we still have much to accomplish. I am honored to be working with you towards completing our goals of maintaining a smooth, efficient running wastewater treatment facility that provides top quality service with affordable rates now and in the future. Thank you again for all your hard work.

Sincerely,

Daniel Wurst PWTA Chairman

EAST ROCKHILL • HILLTOWN • PERKASIE • SELLERSVILLE • SILVERDALE • TELFORD

Perkasie Borough to host inaugural Skate Night at newly-opened Lenape Park Skate Park

By MEDIANEWS GROUP

UPDATED: July 22, 2024 at 7:39 a.m.

PERKASIE — Perkasie Borough will host its inaugural Last Friday Skate Night program at the Lenape Park Skate Park on July 26.

The event, scheduled for 7 to 8:30 p.m., follows the completion of the Skate Park improvement project, with a new single coping double mini half pipe, called "The Spine", and a full reconstruction of the park's asphalt pad.

Planned for July through September, Last Friday Skate Nights will invite and include skaters of all ages and skill levels. The inaugural Last Friday Skate Night on July 26 promises an evening of music, food, games, giveaways and a celebration of skate culture. It will be followed by a free outdoor showing of "School of Rock" (PG-13) at the amphitheater in Lenape Park around 8:30 p.m., said a borough press release.

"The skate park is one of the borough's most-utilized facilities, and it's wonderful to have been a part of this project," said Lauren Moll, Director of Parks & Recreation. "It feels very appropriate to host this event in July, which is national Parks & Recreation Month. We're hoping everyone comes out to watch the skaters, enjoy the park and stay for the movie. It's going to be an awesome evening in the park."

Attendees at the event can purchase hot dogs, snacks and Hickory Stick ice creams and pick up free giveaways provided by event sponsors and the Perkasie Police Department. Event sponsors include the Perkasie Rotary Club, K-Squared Landscaping, MLC Mechanical, Screen Room Inc., American Acres and Fermier Construction LLC.

Perkasie's Skate Park was installed in 2002 and has been a popular and much-used fixture in Lenape Park. Early in 2023, Perkasie Borough Council began taking steps to address vandalism and investigating options for renovation of the aging facility. The Skate Park Sub-Committee of the Parks & Recreation Committee recommended the installation of new equipment and re-paving the site. These projects were completed in 2024, funded by the American Rescue Plan Act (ARPA) and Park & Rec Fees in Lieu, said the release.

"Perkasie's Parks & Recreation Committee formed a Skate Park Sub-Committee in 2023, and those guys have done amazing work in a very short space of time," said Dave Worthington, borough council's chair of Parks & Recreation. "It's rewarding to

see a group of residents come together to make this kind of difference, and I know they're passionate about including the community as they work toward future improvements to the park's physical equipment and programming. Kudos to a job well done!"

Since 1985, Park and Recreation Month has been celebrated across the United States, with a goal of building strong, vibrant and resilient communities through the power of parks and recreation. This year's theme — "Where You Belong" — celebrates the many ways park and recreation professionals across the country foster a sense of belonging in their community by providing welcoming and inclusive programs, essential services for all ages and abilities, and safe, accessible spaces to build meaningful connections. This past June, Perkasie mayor Jeff Hollenbach proclaimed July as National Park and Recreation Month in Perkasie Borough, said the release.

For more information about The Spine at Lenape Park, the Skate Night event series and Parks & Recreation Month, visit www.perkasieborough.org.

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Perkasie Borough Council advances traffic calming measures on Blooming Glen

By **JOHN WORTHINGTON** | jworthington@montgomerynews.com UPDATED: July 24, 2024 at 10:40 a.m.

PERKASIE — The Perkasie Borough Council advanced an ordinance to establish numerous traffic calming measures on West Blooming Glen Drive.

The ordinance comes on the heels of the planned resurfacing of Blooming Glen Drive, set to begin next week. Changes include the relocation of the North 7th Street crosswalk to the upper school driveway and the establishment of no parking zones above the lower school driveway. Township engineer Doug Rossino added that the lower driveway's left turning lane will be reduced to provide more street parking.

The ordinance will be presented at a future council meeting.

Special events ordinance

Council continued its discussion of a new special events ordinance. The ordinance would regulate special events on public and private property that interfere with normal traffic flow, including definitions of special events and block parties, exceptions to permit requirements, contents of a special event permit application and review process and standards for permit issuance or denial.

Council said that the ordinance is aimed at formalizing the special event permit application and approval process.

"At this point, we have nothing in writing. If you are an outside entity wanting to come in, the only thing we have is a permit, and it really doesn't explain what the borough expects the organization to do," said council member Chuck Brooks. "This affords a clear, concise understanding for what we expect as a borough from those seeking to hold a function."

Council members Kelly Laustsen and Robin Schilling suggested some revisions to the draft ordinance, including representation of borough council members during the application review process, disclosure of fees and the elimination of some block party restrictions, such as the one party per day limit.

After some discussion, council agreed to table the ordinance for further revisions.

Community garden appraisal

Council approved an appraisal of the Perkasie Community Garden property. The move follows an offer by the current owner, Kenneth Kratz Real Estate Company, to either lease or sell the property to the borough. According to Bucks County, the property's estimated market value is \$122,980. Brooks said that the borough could potentially convert a section of the property into a park to recoup some of the purchase costs.

Council approved the advertisement of an ordinance to ease permit requirements for transient retail businesses, namely food trucks. Currently, such businesses most obtain a permit for each individual staff member, a particularly onerous requirement for food trucks. The new ordinance would require one permit per vendor, rather than operator.

Covered Timber Bridge project

Council rejected an engineering and design consultation services bid from Greenman-Pedersen, Inc. for the rehabilitation of the Covered Timber Bridge, which sustained significant damage during Hurricane Ida in September 2021. Council member Scott Bomboy said that the bid amount exceeded the borough's available funding for such services. Borough manager Andrea Coaxum noted that a second engineering and design bid has been issued for the project.

Council approved a partnership with the Perkasie Town Improvement Association (PTIA) to create a mural on the SEPTA freight car at the train station. Coaxum expressed hope that the mural will be completed this year.

New chiropractic center

Assistant Borough Manager Linda Reid announced the opening of Cannon Chiropractic on the corner of Market Street and 7th Street. She also reported that Mystic Ways Brewing has been issued a certificate of occupancy for a new rear deck.

Youth Councilor Logan Wilcox reported that the Pennridge School Board approved a \$159 million 2024-2025 budget with no tax increases for the eighth consecutive year. He added that district schools will continue offering free breakfast, first provided by the state's 2022-2023 budget, and that the first day of the 2024-2025 school year is on August 26.

National Night Out

Mayor Jeff Hollenbach proclaimed August 6 as "National Night Out," a national campaign that promotes police-community partnerships and neighborhood camaraderie. The event will be held in Shelly's Design Center's parking lot in downtown Perkasie.

Council also approved a School of Rock Movie Night in Lenape Park on July 26 and the annual Under the Stars car show on August 17 from 5 to 9 p.m.

The next Perkasie borough council meeting is on August 5 at 7 p.m. For more information, visit perkasieborough.org.

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Perk owner, Perkasie Historical Society receive inaugural Jim Purcell Memorial Award

By JOHN WORTHINGTON | jworthington@montgomerynews.com UPDATED: August 2, 2024 at 11:27 a.m.

PERKASIE — Perkasie Borough recently honored The Perk owner Larry Nacarella and the Perkasie Historical Society with its inaugural Jim Purcell Memorial Award for service to the community.

The award, named after the late Perkasie council member Jim Purcell, was presented at Perkasie's Community Day on July 7. Perkasie mayor Jeff Hollenbach, who chose the award recipients, <u>proclaimed</u> the annual award in April to honor individuals or organizations who have made significant contributions to the betterment of the community.

"It is fitting to establish the Jim Purcell Memorial Award to honor individuals or organizations who exemplify the same spirit of service, leadership and dedication to community advancement," said Hollenbach.

Nacarella's father purchased The Perk property in the 1970s when it was home to a rundown hotel. Nacarella promptly redeveloped the property into a bustling restaurant and community space, adorned with photos of Perkasie sports teams from the first half of the 20th century.

"Getting Perkasie a chance to gather, to eat together, to have community, he's been really instrumental with that," said Hollenbach. "He just has a deep appreciation for Perkasie."

Meanwhile, the Perkasie Historical Society, founded in 1954 to preserve Perkasie's history, recently succeeded in adding its Walnut Street museum to the National Registry of Historic Places, the fourth such entry in Perkasie.

"They probably worked 20 years to get this award, so it was really wonderful," said Hollenbach. "They have such a deep perspective of Perkasie history, and they want to keep it alive."

"The Perk has been a labor of love for me, and I always thought deeply about making it a place where the whole Pennridge community can gather and laugh and share life as well as great food," said Nacarella. "I hope that The Perk will continue to be that place for many years to come."

"Many dedicated volunteers have given thousands of hours and talents to create the organization that exists today," said Metzger. "While the primary mission of the

Society is to preserve Perkasie's rich history, we also strive to provide meaningful events and displays for the enjoyment of our residents and to improve the quality of life in our community much as Jim did throughout his life."

Purcell passed away in November at the age of 70. His public service in Perkasie began in 1977 when he was appointed to the Pennridge Wastewater Treatment Authority. He additionally served on the Perkasie Regional Authority and was a member of the Pennridge Jaycees. He was first elected to Perkasie Borough Council in 1992, serving as vice president for many years, said his obituary.

Some of Purcell's most notable acts included spearheading the construction of the Lenape Park walking trail, assisting in the relief and reconstruction efforts after the devastating 1988 Perkasie fire and developing Perkasie's widely-recognized electric department, said Hollenbach.

"I would say he was a bulldog for Perkasie," said Hollenbach. "He just wanted everything to go right for Perkasie. Few public officials in Perkasie's recent history have made a bigger contribution to the borough than Jim."

"Jim spent most of his adult life as an active citizen on Perkasie Borough council and various boards," added Perkasie council member and historian Scott Bomboy. "Jim was the person who could speak with anyone and moderate disputes. There was no person more fitting the description of 'Mr. Perkasie' than Jim Purcell."

Shortly after Purcell's passing, Bomboy and Hollenbach began discussing a memorial award in his honor, akin to the Frank Kulp Memorial Award, a defunct Chamber of Commerce award named after Perkasie's first borough manager.

"The Kulp Award was the region's highest honor for active citizenship, but the group ended the award tradition as it became less active in the community," said Bomboy.

Bomboy concluded by expressing hope that the Memorial Award will revive Perkasie's tradition of recognizing active citizenship.

"Larry Nacarella, the Perk family, and the Perkasie Historical Society are more than institutions to us – they are Perkasie, just as Jim was," said Bomboy. "It is an honor to help recognize their lifetime achievements for our community."

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