

TOWN HALL 3 EAST MAIN ROAD PERU, MA 01235

**SELECT BOARD MEETING MINUTES: July 22, 2024, 6:00 P.M.**

Town Hall Meeting Room

Verne Leach, Chair Selectman/ACO  
Sam Haupt, Selectman  
Ed Munch, Selectman  
Terry Walker, Town Administrator  
Bruce Cullett, Police Chief  
Justin Russell, Highway Superintendent

Public Attendees: Coralee Pelkey, Jesse Pelkey, Marge Frusciente

**Item 1: Call to order:** 6:00 P.M.

**Item 2: Roll Call:** Chairman Leach present, Selectman Haupt present, Selectman Munch present

**Item 3: State Recording status:** Selectman Verne Leach personal use under exemption E

**Item 4: Pledge of Allegiance to the Flag:** Led by Selectman Leach

**Item 5: Review and Approve BOS Meeting Minutes for 7/8/2024 and 4/29/2024 joint meeting minutes with Finance Committee:**

Selectman Leach motion to approve 7/8/2024 minutes pending changes, Selectman Haupt second, 3-0

Selectman Leach motion to approve 4/29/2024 joint meeting with the Finance Committee, Munch second, 2-0.

**Item 6: Update of Departments:**

**Highway Department:**

- Highway Superintendent Russell mentioned that reclaiming Curtin Road will begin on September 3<sup>rd</sup>. Seven Culverts have been replaced on Curtin Road and one culvert has been replaced on August Smith Road.
- Superintendent Russell discussed new payrates for Eric and Mark and felt that they should both be making \$25.75 per hour including the annual 3% increase. Plus, the new pay rate increase retroactive to July 1, 2024. A pay rate increase for Dale Weeks being set at \$20.00 per hour, was also discussed. Selectman Leach motion to increase salaries, Selectman Haupt second, 3-0.

**Transfer Station Attendant:**

- Ed Munch mentioned that there is a serious bear problem at the transfer station. After a lengthy discussion on how to remedy the bear problem, Police Chief Cullett was asked to notify the EPO. Apparently, the bear was aggressive when Logan Brooks confronted the bear in his garage. Ed Munch felt that this is a major concern.
- Ed Munch attended the Northern Berkshire Solid Waste meeting, and the town will be receiving 20+ blue recycling boxes. Ed also mentioned that the Peru Transfer Station attendants are the lowest paid in the area. Ed also asked for a clothing allowance for footwear, since the attendants are stranding in water most of the time.

### Emergency Management Director:

- Bruce Cullett sent a notice to the highway and fire departments expecting feedback by the end of August for the EMPG grant. EMD Cullett proposes utilizing the \$2,500 EMPG grant towards the UTV unless other departments have other needs.

### Town Administrator:

- TA Walker mentioned a letter from Lockwood Remediation Technologies (LRT) stating that the Hydraulic Oil Spill at the Peru Highway Department has been cleaned up and no further action is required.
- TA Walker mentioned that this year's Farmers Market vouchers have been distributed to ten families in town.
- TA Walker mentioned that she is working with all departments and with the accountant compiling all the carry forwards and encumbrances.
- TA Walker was notified by Bonny DiTomaso that a Special Hearing will be held on Thursday, October 10, 2024, to discuss the Regional School Agreement. There will be attorneys present to answer questions and discuss reasons why the agreement was voted down by Peru, Hinsdale and Cummington.
- Community Paper Shredding Event: Saturday, September 14, 2024, 9:00 am to noon, Town of Dalton , 40 Field Street (COA lot)

### Planning Board:

- Sam Haupt presented the Berkshire Regional Planning Commission's contract to be signed by the Chairman of the Board of Selectmen. The agreement will provide technical planning to assist the Town of Peru to update its zoning bylaws. The grant award was for \$10,000 and \$5,000 voted at town meeting. \$500 has been allocated for a recording secretary for up to 5 meetings. Selectman Haupt motion for Chairman Leach to sign contract, Selectman Munch second, 3-0.

### Fire Department:

- Sam Haupt reviewed the ADA report which required a fence to be installed at the fire house to screen the tanks from the playground. Selectman Leach motion to go forward and install a fence on 3 sides of the tanks, Selectman Munch second, 2-0.

**Item 7: Discussion and possible vote on License for Frusciente's Salvage Yard:** Selectman Leach mentioned that the yearly charge for a business license is \$100.00 but the cost for all business licenses for the rest of the year should be \$50.00. Police chief Cullett asked if there was a cease-and-desist order on that property. Police Chief Cullett mentioned that there are back taxes and according to the Tax Collector a business license cannot be issued when back taxes are owed to the town. Selectman Munch wants the Tax Collector and Mike Fredericks from the Conservation Commission to meet with the board before the permit is issued. Selectman Munch told Mrs. Frusciente to have her husband continue working with Mike Fredericks on cleaning up the salvage yard. Selectman Leach placed on hold.

**Item 8: Discussion on Complaint on the Highway Department made by Jesse Pelkey:** The Board of Selectmen received an email from Jesse Pelkey with pictures of grass blown on a town road by the town mower. Jesse mentioned that blowing grass on a town road is a bylaw violation. This happened on July 3<sup>rd</sup> which is a busy holiday weekend, on a hill and the highway department did not have signs for the mowing operation. Highway Superintendent Russell explained that the mower does not have a shoot and they cannot get parts to fix the shoot on mower. Chief Cullett explained that this is not the same as Jesse making a mess and purposely blowing grass into the road. Selectman Haupt mentioned that signage is the key. Selectman Leach felt that if they can't get parts for the shoot on the mower then they may consider purchasing a new blower for the tractor. Selectman Munch asked Jesse Pelkey if the town should use tax dollars to purchase a new blower for the tractor. Jesse felt that spending \$10,000 is a good purchase when it could save a life. Jesse is in favor of purchasing a new blower for the tractor. Selectman Leach instructed Superintendent Russell to get prices for a new blower for the tractor and go from there. Selectman Munch wants the highway department to use signage for safety precautions.

**Item 9: Discussion and possible vote on posting for Dense Grade Bid Curtin Road and August Smith Road:** Highway Superintendent Russell submitted bid form for dense grade products. Selectman Leach motion to post to the Berkshire Eagle and Commbuys with a bid opening of August 12<sup>th</sup>.

**Item 10: Discussion and possible vote on FY24 Budget item over budget:** TA Walker reported that the accountants suggested a Special Town Meeting, deficits raised on FY25 Tax RECAP or using ARPA funds to correct any deficits. Selectman Haupt motion to use ARPA funds, Selectman Leach second, 3-0.

**Item 11: Update on mold in Community Center:** Selectman Leach spoke with the Department of Labor and Work Force. Selectman Leach mentioned a website that will test the air quality in the town hall and evaluate the building free of charge. It was also noted that the state wants the mold issue fixed immediately because of the danger of breathing in mold. Selectman Leach mentioned that the state stated that very little was done to remedy the mold issue in the last two years, the state needs the air quality tested immediately. The Board of Selectmen will be moving forward on the mold issue and Selectman Haupt will be the contact person with the state. Coralee Pelkey asked if they will be doing an independent study. Selectman Leach mentioned that Dan Hassett from BRPC had performed a mold evaluation. Coralee is concerned about having a church event in the Community Center in October and is concerned about the air quality. Selectman Haupt will contact the state and have the air quality testing completed as soon as they are available. Selectman Munch reiterated that the Board is proceeding to remedy the situation and make the town hall acceptable so workers will not get sick. Since Jay Jewell was hired to remediate the issue in the crawl space, Selectman Munch asked if the state officials should do the inspection when Jay is done. Selectman Leach will keep Coralee Pelkey informed whether the repairs are satisfactory with the state inspection or if the town hall will be shut down.

**Item 12: Discussion and possible vote on the Town Hall Front door lock:** Selectman Haupt will meet with company tomorrow at 9 a.m. Placed on hold.

**Item 13: Discussion regarding status of completion of broadband network including next steps:** Selectman Haupt does not have any information, and this was placed on hold.

**Item 14: Discussion and possible vote on Administrative Assistant, title and duties:** Placed on hold.

**Item 15: Review and approve Accounts Payable, Treasury Warrant and Payroll Warrant: V02-2025, 25-2P**

Selectman Leach had a concern with the time sheet of the Administrative Assistant. Selectman Leach stated he had a concern with charging \$100.00 for a ten-minute meeting. Selectman Munch stated that the board agreed that Terry would get paid \$100.00 for each set of minutes. Selectman Leach stated that this is one of the reasons why he has been trying to change the position's title and duties. The Board of Selectmen agreed to pay Terry \$100.00 for the Finance Committee minutes dated July 9<sup>th</sup>.

Selectman Leach wants TA Walker to notify the office people that they must notify the Selectboard, Town Administrator and Town Clerk when they are not holding regular office hours. By posting to the website, the town residents will be informed of changes in office hours. This would alleviate town residents being upset when they stop by town hall and town officials are out of the office without prior notice.

**Item 16: Public Input:** Jesse Pelkey asked who is responsible for paving aprons to driveways. Highway Superintendent Russell mentioned that the residents are responsible for fixing aprons. Jesse Pelkey also asked why he couldn't push back the snowbanks in front of his house. Superintendent Russell explained that snowbanks guide plow trucks during snowstorms and it is a safety concern.

**Item 17: Adjourn:** Selectman Leach made motion to adjourn the 7/22/2024 BOS Meeting, Selectman Haupt second, Vote 3-0. The 7/22/2024 BOS Meeting adjourned at 7:40 P.M.

**Articles used:**

- Warrant, V 02-2025, 25-2P
- Lockwood Remediation Technologies letter
- Community Paper Shredding event
- BRPC contract
- Highway Complaint from Jesse Pelkey
- Dense grade bid
- Email from Accountant on using ARPA funds for deficits

*Terry Walker*  
*Town Administrator*

Verne Leach, Chairman



Sam Haupt, Selectman



Ed Munch, Selectman



Date Approved: 8/5/2024

Received August 5, 2024 ~ Kim Leach , Town Clerk



89 Crawford Street  
Leominster, Massachusetts 01453  
Tel: 774.450.7177,  
Fax: 888.835.0617  
www.lrt-llc.net

July 15, 2024

Peru Select Board  
3 East Main Road  
Suite #107  
Peru, MA 01235

Ms. Valerie Bird, Health Agent  
Peru Town Hall  
3 East Main Road  
Suite #103  
Peru, MA 01235

**Re: Availability of Permanent Solution Statement with No Conditions and Immediate Response Action (IRA) Completion Report**

Hydraulic Oil Spill at the Peru Highway Department  
9 East Road  
Peru, Massachusetts 01235  
RTN 1-21949

Dear Ms. Bird and Select Board Members:

In accordance with 310 CMR 40.1403(3)(f), this letter is to notify you of the availability of a Permanent Solution Statement with No Conditions (PSSNC) and Immediate Response Action Completion (IRAC) for the above-referenced location. This report documents actions undertaken to clean up a 20-gallon spill of hydraulic oil from a dump truck operated by MB Hauling, LLC at the Town of Peru Department of Public Works on January 26, 2024. This report concludes that the spill has been cleaned up to conditions approaching background and a Level of No Significant Risks has been obtained and no further action is required.

A copy of the report has been emailed to Justin Russell, Highway Superintendent and additional copies of the report can be obtained at the Massachusetts Department of Environmental Protection Western Regional Office located at 436 Dwight Street, Springfield, MA 01103 or through the MassDEP electronic Data Portal that can be found at the following link <https://eeonline.eea.state.ma.us/portal#!/wastesite/1-0021949>.

If you have any questions regarding this correspondence, please contact the undersigned at 978-962-6707.

Sincerely,

*Neil R. Schofield*

Neil R. Schofield, LSP  
Project Manager

cc: *With Attachments:*  
Justin Russell, Highway Superintendent via email at [highwaydept@townofperuma.com](mailto:highwaydept@townofperuma.com)  
Bruce Miller, Miller Petroleum System Inc. via email at [bdmmpsi@msn.com](mailto:bdmmpsi@msn.com)

# Community Paper Shredding Event

**PROSHRED**  
**SECURITY**  
DOCUMENT DESTRUCTION AT YOUR DOOR



**Saturday, Sept 14, 2024**  
**9:00am to Noon**  
**Location: Town of Dalton**  
**40 Field St, (COA lot)**

**OPEN TO ALL!** Residential and commercial, Berkshire  
County and beyond.

**413-743-8208 QUESTIONS or email**  
**[lcernik@nbsmwd.com](mailto:lcernik@nbsmwd.com)**

**Suggested Donation \$5.00 per box~**  
**5 Box limit, exemptions may take place.**

**Commercial shredding \$10 per box**  
**Donations will go back to the Dalton COA**  
**and NBSWMD.**



**Agreement By and Between**

**Town of Peru**

**and Berkshire Regional Planning Commission**

THIS AGREEMENT made as of the 22nd day of July, 2024, is by and between the Town of Peru, hereinafter called the TOWN, and the Berkshire Regional Planning Commission, hereinafter called the COMMISSION.

WHEREAS, the TOWN is seeking professional services to update its zoning bylaws (the "Project").

WHEREAS, professional services relating to the implementation of the Project are sought to assist the TOWN in the timely achievement of the Project objectives.

NOW, THEREFORE THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. **ENGAGEMENT OF COMMISSION:** The TOWN hereby engages the COMMISSION to perform the services set forth herein and the COMMISSION hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The COMMISSION shall perform the necessary services as described in Attachment A. The COMMISSION shall perform its services in accordance with reasonable professional standards of skill, care, and diligence.
3. **RESPONSIBILITY OF THE TOWN:** The TOWN shall assume responsibility for assisting the COMMISSION insofar as possible for the purpose of efficiency and furnishing the COMMISSION with information needed to satisfactorily complete the services.
4. **REPORTING:** The COMMISSION will submit written reports to the TOWN on the status of professional services as specified in Attachment A, or at other times as required by an information request.
5. **TIME OF PERFORMANCE:** The services of the COMMISSION commenced on or about July 22, 2024, and shall be undertaken and completed in sequence as to assure their expeditious completion. All services required hereunder shall be completed no later than June 30, 2025.
6. **COMPENSATION:** The TOWN will pay the COMMISSION a total fee in amount not to exceed \$4,500, based on a mutually agreed upon invoice procedure.
7. **AVAILABILITY OF FUNDS:** The compensation provided by this agreement has been set aside by the Town to address the Project.
8. **WITHDRAWAL:** The TOWN or COMMISSION may withdraw from this agreement for cause upon 15 days written notice. In the event of any such withdrawal, all finished and unfinished material shall become the property of the TOWN and the COMMISSION will be compensated for services provided to the date of termination.
9. **AMENDMENTS:** This agreement may be amended as agreed to in writing by the signatories hereto.
10. **NON-DISCRIMINATION:** The COMMISSION shall not discriminate against any employee or

applicant for employment because of race, color, religion, sex, handicap, or national origin.

11. INDEMNIFICATION: To the extent permitted by law, the TOWN shall indemnify and hold the COMMISSION harmless from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys' fees, or liability of every kind and description that the COMMISSION may incur or suffer resulting from, in connection with, or arising out of the design, construction, operation or maintenance of the Project, and from any subsequent future damage resulting from acts of nature, negligence, vandalism or other causes.
12. CONFLICT OF INTEREST: The COMMISSION acknowledges that the TOWN is a municipality for purposes of Chapter 268A of the Massachusetts General Laws, and the COMMISSION agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the COMMISSION based on said statute.
13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
14. COPYRIGHT: No material prepared in whole or in part under this agreement shall be subject to copyright in the United States of America or in any other country. All material produced under the terms of this agreement is public property and cannot be copyrighted by either the COMMISSION or the TOWN.
15. SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of the agreement shall not be affected thereby, and all other parts of this agreement shall nevertheless be in full force and effect.
16. ASSIGNMENT: This Agreement may not be assigned by either party.

**IN WITNESS** thereof, the **TOWN** and the **COMMISSION** have executed this agreement as of the date above written.

By:   
Verne Leach  
Select Board Chair

Date: 7-22-24

**COMMISSION:**

By: \_\_\_\_\_  
Thomas Matuszko  
Executive Director

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

For BRPC Use Only
Agreement Reviewed by Office Manager _____ Finance _____ Dpt# Name _____

## Attachment A - Scope of Services

The Berkshire Regional Planning Commission (COMMISSION) will provide technical planning services to assist the Town of Peru (TOWN) to update its zoning bylaws.

### PHASE 1 – EXISTING ZONING BYLAW REVIEW

The Planning Board and BRPC will undertake a review of the Bylaw that includes the following:

- Evaluate the effectiveness of the current bylaw;
- Review known concerns and issues related to the administration of the bylaw;
- Identify components not currently present in the bylaw that the Planning Board wishes to understand further; and
- Conduct research to understand best practices adopted by other rural communities to develop potential options for addressing Town goals.

### PHASE 1 DELIVERABLES

- Attend a minimum of two meetings with the Planning Board
- Review of bylaw and inventory of base level modifications to modernize the document
- Develop priority list of substantive changes to zoning bylaw
- Inventory of best practices and guidance

BUDGET: \$3,500

### PHASE 2 – DRAFT ZONING BYLAW PREPARATION

Based on the activities of Phase 1, BRPC will work with the Planning Board to develop a draft overall Zoning Bylaw update. This will be divided into two primary components:

- Create an overarching draft update of the entire bylaw; and,
- Develop substantive updates to existing allowable uses (where applicable) and decide how to proceed in developing new land use regulations not currently considered in the bylaw. The second component will involve additional public outreach, where needed, to build consensus and advocacy for substantive zoning amendments.

### Phase 2 DELIVERABLES

- Attend a minimum of three meetings with the Planning Board, at least one of which advertised as a broad community meeting to gather input on new substantive zoning bylaw development;
- Conduct resident and stakeholder engagement; and,
- Prepare draft zoning amendment(s) for consideration and approval by the Planning Board.

BUDGET: \$6,500

### PHASE 3 – FINAL ZONING BYLAW PRODUCTION AND APPROVAL

BRPC will deliver a final version of the Zoning Bylaw to the Planning Board to allow the Board to schedule a public hearing to begin the formal zoning amendment process. This phase will largely involve public engagement, edits to the document, and preparation of

final documents for submission for Town Meeting consideration.

PHASE 3 DELIVERABLES

- Final drafts of zoning bylaws for submission for Town Meeting Warrant;
- A minimum of three meetings related to the public hearing, submission to the Select Board for consideration, and Town Meeting.
- Any final coordination required to receive approval of Attorney General's office.

BUDGET: \$4,500

**TOTAL PROJECT BUDGET: \$15,000**

BRPC Share via District Local Technical Assistance: \$10,500

Town Share: \$4,500 to BRPC with an additional \$500 allocated for a recording secretary

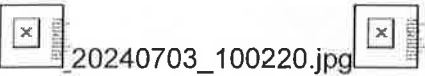
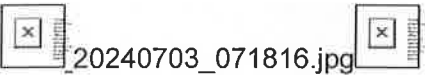
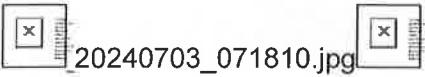
**Town Administrator**

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**From:** Jesse Pelkey <j.pelkey76@gmail.com>  
**Sent:** Wednesday, July 10, 2024 1:58 PM  
**To:** Select Men; Town Administrator; Highway Department; Bruce Cullett  
**Subject:** [External Sender]Unwanted debris  
**Attachments:** 20240703\_071802.jpg; 20240703\_090827.jpg; 20240703\_090445.jpg; 20240703\_090454.jpg; 20240703\_090437.jpg

A few years ago I was screamed at by the highway superintendent for having some grass in the road. I was told it is unsafe for motorcycles. On July 03,2024 the town workers are doing the same thing along North road. Is there double standards in this town? I have attached pictures. They started going past my house at 0715 hours and at 1315 hours the Debris is still in the road. The highway crew did this on a beautiful day for riding motorcycles and a day before a long weekend. I have attached multiple photos of debris in different locations of North Road.

A few years ago I was screamed at by the highway superintendent for having some grass in the road. I was told it is unsafe for motorcycles. On July 03,2024 the town workers were doing the same thing along North road. Are there double standards in this town? I have attached pictures. They started going past my house at 0715 hours and at 1315 hours the Debris is still in the road. The highway crew did this on a beautiful day for riding motorcycles and a day before a long weekend. I have attached multiple photos of debris in different locations of North Road. Thank you Jesse Pelkey





*Town of Peru  
Massachusetts*



*Town of Peru, 3 East Main Road, Peru, Massachusetts 01235*

The Town of Peru acting through its Board of Selectmen will accept sealed bids for dense grade products until Monday August 12<sup>th</sup>, 2024, at 6:00pm. All the dense grade products are to be bid at a delivered price per ton to 9 East Main Rd Peru, MA. Delivery of dense grade products is to be completed by August 30<sup>th</sup>, 2024. All bids are to include sieve analysis test results and must pass MassDOT Specifications.

To receive bid form, please contact Highway Superintendent Justin Russell @ [Highwaydept@townofperuma.com](mailto:Highwaydept@townofperuma.com).

*Town of Peru  
Massachusetts*



*Town of Peru, 3 East Main Road, Peru, Massachusetts 01235*

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**Bidder's name:** \_\_\_\_\_

<b>Description</b>	<b>Estimated QTY</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
<b>1 ½" Dense Grade</b>	<b>3,000</b>	<b>Ton</b>	<b>\$_____</b>	<b>\$_____</b>
<b>¾" Dense Grade</b>	<b>1,000</b>	<b>Ton</b>	<b>\$_____</b>	<b>\$_____</b>

**Total cost for all Products** \$\_\_\_\_\_

The Town of Peru is the awarding agency and reserves the right to accept or reject any or all bids they deem in the Town's best interest.

Justin Russell • Highway dept • townofperu.ma.com

## Town Administrator

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**From:** Janice Boucher <Janice@erickinsherfcpa.com>  
**Sent:** Monday, July 22, 2024 2:21 PM  
**To:** Town Administrator; Kayleigh Dexter; Eric Kinsherf  
**Subject:** [External Sender]RE: [External Sender]RE: overage

Hi Terry,  
You can pay these out of ARPA funds on the FY25 warrant.  
Janice



**Janice Boucher**  
Outsourced Accounting Manager  
**Phone** 508-965-3954  
**Web** [www.erickinsherfcpa.com](http://www.erickinsherfcpa.com)  
**Email** [janice@erickinsherfcpa.com](mailto:janice@erickinsherfcpa.com)  
116 State Road, Unit 8, Sagamore Beach, MA 02562

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To upload or download files securely please use our [Secure File Transfer](#) platform powered by LeapFile

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**From:** Town Administrator <townadmin@townofperuma.com>  
**Sent:** Monday, July 22, 2024 1:41 PM  
**To:** Janice Boucher <Janice@erickinsherfcpa.com>; Kayleigh Dexter <Kayleigh@erickinsherfcpa.com>; Eric Kinsherf <eric@erickinsherfcpa.com>  
**Subject:** RE: [External Sender]RE: overage

Thanks Janice,  
At what point can I pay these two invoices?

Terry

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**From:** Janice Boucher <Janice@erickinsherfcpa.com>  
**Sent:** Monday, July 22, 2024 10:48 AM  
**To:** Town Administrator <townadmin@townofperuma.com>; Kayleigh Dexter <Kayleigh@erickinsherfcpa.com>; Eric Kinsherf <eric@erickinsherfcpa.com>  
**Subject:** [External Sender]RE: overage

Hi Terry,  
The deadline to do transfers was 7/15.  
Any deficits now may have to be raised on the FY25 tax recap.