

TOWN HALL 3 EAST MAIN ROAD PERU, MA 01235

**SELECT BOARD MEETING MINUTES: January 21, 2025 @ 6:00 P.M.**

Town Hall Meeting Room

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

Public Attendees: Bonny DiTomasso, Brandon Moscolo, Jay Jewell

**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:** Town Administrator Walker, Selectman Leach for personal reasons under exemption E

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

**Item 5: Review and Approve BOS Meeting Minutes 1/6/2025.**

Selectman Leach motion to approve 1/6/2025 minutes pending changes, Selectman Munch second, 3-0.

**Item 6: Update of Departments:**

**Police Chief Cullett:**

- Chief Cullett mentioned that he had met with Guardian Energy for a preconstruction walk through. They do not have an anticipated start date for the heat pump project but will let the town know ahead of time.
- Last week Chief Cullett attended pistol mounted optic instructor training in Springfield. Most agencies are making the transition to pistol mounted optics and the training completed last week will allow Peru to make the transition.

**Emergency Management Director:**

EMD Cullett ordered the Kimtek skid unit for the new UTV and it will be here the end of April. With regard to storage of the UTV he feels that an enclosed trailer would be the best option to store the UTV given its size. This would also make it easily accessible for use by all three Town departments. An enclosed trailer would cost approximately \$6,500 and the remaining earmarked ARPA funds would cover all but about \$200.00. Selectman Haupt mentioned that the Fireman's Association will assist with the balance.

**Highway Superintendent:**

- Superintendent Russell mentioned that the Mack Truck had to be towed back to the garage because the studs were broken off tires. Also the 2008 International sensors are rotted off.
- Superintendent Russell is working with Berkshire Regional Planning Commission and hopes to have the bids out for the MassWorks \$1,000,000 grant out in March and expects the bid contracts awarded by mid April.

- Superintendent Russell mentioned that \$25,000,000 has been approved for cities and towns and Fair Share apportionment for Peru is \$109,985.29. Justin mentioned that culvert are needed on North Road with flooding issues, also Hickingbotham Road ,Smith Road and South Road because of bank erosion.

Selectman Haupt attended a Mass Highway-District 1 meeting which was the second-year local planning officials were invited. Discussion was geared toward funding Chapter 90, bridges and culverts for rural towns.

**TA Walker:**

The Town Clerk dog licensing program (LL Data Design) was installed in December 2024. Town Clerk Leach is already selling 2025 dog licenses and utilizing the program. Reports including licensed dogs and unlicensed dogs will be easily accessed with this new program.

The School Committee meeting, (which will be the preliminary state budget public hearing) will be held January 23<sup>rd</sup>, at 6:00 p.m. at Nessacus School.

The FY26 budgets are due on February 13<sup>th</sup>.

Selectman Leach suggested discussing a Senior Work off program(up to \$1,000.00 per year) and it will be placed on the next agenda.

**Item 7: Discussion and possible vote to deem the Fire Rescue Truck surplus:** Selectman Leach motion to deem the Fire Rescue Truck surplus, Selectman Munch second, 3-0. Selectman Leach instructed TA Walker to get in touch with Auctions International to begin the process.

**Item 8: Discussion and possible vote on quotes on servicing town furnaces:** Selectman Leach questioned Selectman Haupt if he had contacted KP Law regarding prevailing wage. Selectman Haupt mentioned that Jeff Blake from KP Law had emailed incorrect information which did not answer the BOS question regarding prevailing wage. The discussion regarding servicing the furnaces was not replacing a furnace and the BOS felt that prevailing wage did not apply since it is maintenance. Selectman Haupt did not have a quote from Pioneer Plumbing and wants to see the furnaces before they put in a bid. TA Walker mentioned that the bid she received from Lauyrens is until the end of January. The BOS instructed TA Walker to notify Lauyrens that she can submit an updated bid. This was placed on hold.

**Item 9: Discussion regarding United States Department of Labor Fact Sheet #17 regarding First Responders and the Part 541 Exemptions under the Fair Labor Standards Act (FLSA):** Police Chief Cullett explained that this subject came up at a recent meeting and was discussed further with Mass Chiefs General Counsel. The Mass Chiefs General Counsel pointed out the fact sheet published last year. Chief Cullett pointed out that First responders are not exempt from overtime, and his primary roles are responding to calls, patrol and investigations. His secondary role would include the administrative duties and supervision of the Department. Chief Cullett mentioned that following negotiations for his current employment agreement in 2023 there was no mechanism for overtime or compensatory time. There was a loose understanding that he would attempt to take time off to balance any call ins or extra hours in a work week. Chief Cullett explained that if for example he gets called in twice on a Sunday, he would attempt to balance that by taking off an equivalent amount of time later in the week. The Chief said that is problematic because it takes away from his duties and job requirements and puts him behind on things and takes away from patrol time. Chief Cullett mentioned that his position is subject to overtime given the Department of Labor advisory. Selectman Leach felt that the chief is salaried and wondered why he would be subject to overtime. Chief Cullett stated that due to his primary role as a first responder he does not fit any of the exemptions that would make him exempt from overtime. Chief Cullett pointed out that the Highway Superintendent position is also a salaried position, but is paid overtime. Chief Cullett stated that overtime would come into play for call ins outside of normal work hours, holidays, etc. The Chief explained that since

the Peru Police Department lost two officers since July, there are funds available in the Police Wage budget to fund overtime calls for Chief Cullett and going forward the wage budgets can be developed as needed. Chief Cullett said there would be no Net change in the police wage budget for the current fiscal year and his overtime would have little if any impact on future budgets. Chief Cullett is asking the BOS to modify the employment agreement for the rest of the fiscal year and use police wage budget. Selectman Leach mentioned that it would work for this year. Selectman Leach mentioned that the highway is different because the snow roads can go over budget. Selectman Haupt will get an opinion from KP Law before the Selectmen make any decisions. Selectman Munch agrees with getting an opinion from KP Law but he felt that the BOS must follow any decisions under the Department of Labor. Selectman Munch is very happy with Chief Cullett and mentioned he shows up on any type of call including medical calls many times alone. Placed on hold.

**Item 10: Discussion and possible modification of Police Chief's employment agreement to align with (FLSA)** Chief Cullett stated that his current employment agreement would need to be modified to align with the FLSA.

**Item 11: Discussion on hiring a maintenance person:** TA Walker provided job descriptions for a maintenance person from the Towns of Dalton and Becket. Selectman Leach mentioned that the individual will be expected to paint and will be under the direction of the Board of Selectmen. Chief Cullett mentioned that a maintenance person should be the point of contact for any contractor performing work on facilities, and the ideal candidate would be a contractor or retired contractor with the position being about 20 hours per month. Selectman Leach asked TA Walker to draw up a job description. Placed on hold.

**Item 12: Discussion on contract for Assessing Services:** TA Walker submitted a revised three-year contract for the Assessing Services. Selectman Leach instructed TA Walker to get an opinion from the Board of Assessors. This was placed on hold.

**Item 13: Discussion and possible approval of MassWork's grant:** Selectman Leach motion to authorize Town Administrator Terry Walker to sign contract for MassWorks's grant. Selectman Munch second, 3-0.

**Item 14: Discussion and possible vote to set up meeting with Jordn Meyer from MIIA:** TA Walker updated the BOS and the meeting with Jordan Meyer to appraise the Town Hall, Fire House, and Highway Department will be held on Monday, January 27, 2025, at 12:00 p.m. Police Chief Cullett and Selectman Munch volunteered to accompany Jordan Meyer on the walk through.

**Item 15: Discussion and invitation for participation in Woodlands Partnership Emergency Services Survey:** Selectman Haupt brought to the Board's attention that the Collins Center of UMASS through a grant from the Woodlands Partnership is conducting an emergency services survey in the Woodlands Partnership region. They are hoping to gather data and anecdotal information from first responders and the public about their experiences. The goal is to guide state policy in order to provide additional resources to member communities. Selectman Haupt referred everyone to the Woodlands flyer which will be posted on the Town's website and includes links to a survey for people to complete. Everyone is encouraged to participate.

**Item 16: Discussion and possible vote on Swap Shop: Selectman** Leach motion to place the Swap Shop where the old transfer attendant's shed is, Highway Superintendent Russell mentioned that the pad is not level, Selectman Haupt second 3-0. Superintendent Russell made the Selectmen aware that they need three quotes.

**Item 17: Public Input:**

**Bonny DiTomasso**, Shine Counselor, mentioned that she has been meeting with people to help submit applications for Medicare and Medicaid. Bonny asked for a key to the town hall. She mentioned that she can not in on Monday nights or Saturdays to fax documents for senior citizens. Selectman Munch mentioned that the TA is at town hall 3 days per week. The police Chief can also let Bonny in the building and the Town Clerk has office hours on Saturdays. It was decided that there wasn't a need for Bonny to have a key to access the town hall.

**Bonny DiTomasso**, Shine Counselor, mentioned that open enrollment for Medicare was from October 15<sup>th</sup> to December 7<sup>th</sup>. She mentioned that 185 people were served and saved the individuals \$59,000. She stated that everyone in Peru had the opportunity to meet with her and mentioned that other towns referred the seniors to Medicare.gov.

**Bonny DiTomasso** mentioned in her travels she met with the Executive Director from Hilltown CDC and there may be grant funding available for Peru. Selectman Leach would like to invite the Executive Director to the a BOS meeting. She mentioned that the Town of Richmond was awarded funding from CDC for a new town hall. She also learned that Hilltown CDC provided the Town of Richmond with a free FEDEX box.

**Chief Cullett** commended Bonny DiTomasso on her assistance in helping deter an elaborate scam which could have saved a resident a great deal of money.

Bonny DiTomasso mentioned that when he meet face to face with residents, they chat a lot and that is how Bonny found out about the scam. Selectman Munch mentioned that Bonny who is a shine counselor, is a great resource and she would make a great COA director for the Town of Peru.

**Bonny DiTomasso**: mentioned that she does not accept money or gifts as a shine counselor. She attended a Medicare advantage meeting in Hinsdale who was a broker working with insurance companies and he will get paid for every person he signs up. Bonny reiterated as a Shine Counselor she does not charge a fee and goes to people's homes to assist them with Mecicare.

**Jay Jewell** mentioned that the gutters should be installed at the town hall by January 29<sup>th</sup> weather permitting.

**Jay Jewell** responded to Police Chief Cullett being compensated for overtime. From personal experience Chief Cullett responded to his medical emergency call immediately and waited 45 minutes for an ambulance. Selectman Leach mentioned that the town compensates the Police Chief for 40 hours per week and it was a hard sell at annual town meeting. Jay Jewell reiterated that he does not want to lose Chief Cullett. Selectman Haupt will contact KP Law, Town Counsel, to get their opinion on FLSA with overtime after a 40-hour work week.

**Jay Jewell** felt that a job description should be written for the new maintenance position maintenance.

**Jay Jewell** mentioned that the Fire Chief has been living at the firehouse and as a taxpayer is having a problem with that. Jay felt that this is a liability plus is increasing the cost of electricity and heat. Selectman Leach mentioned that the Selectman were asked to investigate this issue before it went public. Selectman Haupt went to the fire house and stated that the Fire Chief was not living at the fire house. Jay Jewell stated that the BOS knew this was happening and "Shame on them" for allowing this to happen. Jay Jewell demanded the BOS address this issue. Jay Jewell stated the Fire House is our emergency command center, and the building should not be locked internally. Selectman Haupt is not sure what they are talking about. Superintendent Russell mentioned that he needs access to the showers. Superintendent Russell asked why the wall was not built so he would have access to the showers and stated the shower area is still locked. Selectman Haupt will look into it. Jay Jewell felt that one of the other Selectmen should look into it and does not want a fireman to do the investigation due to conflict of interest. Selectman Leach will be happy to do the investigation. Selectman Munch felt that all members of the Board of Selectmen should have access to the Fire Department.

**Bonny DiTomasso** asked if the Annual Town Meeting could be changed to 3:00 p.m. rather than 6:00 pm. She also mentioned that ATM could be as early as the third Saturday in May. Selectman Leach mentioned that he agreed that the ATM would be at 6:00 p.m. Justin mentioned that at times ATM always interferes with graduation.

**Highway Superintendent Russell** mentioned that the paper shredding service could be paid for with the grant dividends which has around \$14,000 in the account. Justin also felt that the Compactor budget should be increased for FY26 since it was overspent last year.

**Item 18: Review and approve Accounts Payable, Treasury Warrant and Payroll Warrant: V14-2025**

TA Walker would like OPEB Other Post-Employment Benefits Trust Fund- on next agenda. This would need to go before the BOS and Fin Com then if accepted to ATM. She explained this is Health Insurance that bridges the gap from retirement until age 65 when they can receive Medicare and Medicaid. Only 17 towns out of 351 cities and towns do not offer OPEB. The Selectboard were in agreement to place this on next meeting agenda.

**Item 19: Adjourn:** Selectman Leach made a motion to adjourn the 1/21/2025 BOS Meeting, Selectman Munch second, Vote 3-0. The 1/21/2025 BOS Meeting adjourned at 7:56 P.M.

**Articles used:**

- V14-2025 warrant
- FLSA
- MassWorks grant contract
- Email from Superintendent of Schools
- Woodlands Partnership flyer
- Becket and Dalton maintenance person job description

*Terry Walker*  
*Recording Secretary*

Verne Leach, Chairman

Sam Haupt, Selectman

Ed Munch, Selectman

Date Approved: 2/3/25



Received 1-3-2025  
Kim Leach, Town Clerk

## Town Administrator

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**From:** Bruce Cullett  
**Sent:** Monday, January 13, 2025 4:51 PM  
**To:** Select Men; Town Administrator; Sam Haupt; 'kinderhaus1@verizon.net'  
**Cc:** Tax Collector  
**Subject:** Item for Tuesday January 21, 2025 meeting agenda  
**Attachments:** Fact Sheet #17J\_ First Responders and the Part 541 Exemptions Under the Fair Labor Standards Act (FLSA) \_ U.S. Department of Labor.pdf

Please include the following on Tuesday's meeting agenda:

- Discussion regarding United States Department of Labor Fact Sheet #17 regarding First Responders and the Part 541 Exemptions under the Fair Labor Standards Act (FLSA) and modification of Police Chief's employment agreement to align with FLSA.

I have attached a copy of US DOL Fact Sheet # 17 which provides guidance directly from the US DOL with regard to compliance with 29 CFR 541.3(b). Following our recent discussion, Attorney Eric Atstupenas, General Counsel for Massachusetts Chiefs of Police Association, provided me with the following guidance:

*29 CFR 541.3(b) explicitly excludes certain categories of employees—like police officers, detectives, and similar roles—from qualifying as exempt employees under the FLSA's executive, administrative, or professional exemptions if their primary duty involves:*

- *Preventing or detecting crimes;*
- *Conducting investigations or inspections for violations of law;*
- *Preparing investigative reports;*
- *Performing similar work focused on law enforcement duties.*

*The regulation clarifies that such employees are non-exempt regardless of their rank or pay level, including instances where they may oversee other employees. The regulation emphasizes the nature of the primary duty over job title or rank. Employees do not qualify for exemptions if their primary duty aligns with:*

- *First-responder tasks (e.g., responding to calls, conducting investigations, patrolling);*
- *Activities directly related to law enforcement rather than management, business operations, or advanced professional knowledge.*

*Further, section 541.3(b)(2) explicitly notes that employees whose primary duty is not management of the enterprise (or a recognized department) do not qualify as exempt executive employees. In your case, your primary function is performing patrol and investigations, responding to 95% of service calls. These activities align with the non-exempt duties described in section 541.3(b)(1), including:*

- *Investigating crimes;*
- *Preventing or detecting crimes;*
- *Responding to calls for service.*

*Even though you supervise two part-time officers, the volume and nature of your direct service duties suggests that your primary responsibility is operational, not managerial. Based on 29 CFR 541.3(b), you should be considered non-exempt under the FLSA.*

I have a proposed solution to this quandary and hope to work through it with you at the next meeting.

Thank you.

Bruce

*Sincerely,*

**Bruce W. Cullett**  
**Chief of Police / EMD**

**Peru Police Dept.**  
**3 East Main Road, #106**  
**Peru, MA 01235**  
**Ph: 413-655-8377**  
**Fax: 413-655-2144**





**WAGE AND HOUR DIVISION**  
UNITED STATES DEPARTMENT OF LABOR

# Fact Sheet #17J: First Responders and the Part 541 Exemptions Under the Fair Labor Standards Act (FLSA)

Revised September 2019

On April 26, 2024, the U.S. Department of Labor (Department) published a final rule, [Defining and Delimiting the Exemptions for Executive, Administrative, Professional, Outside Sales, and Computer Employees](#), to update and revise the regulations issued under section 13(a)(1) of the Fair Labor Standards Act implementing the exemption from minimum wage and overtime pay requirements for executive, administrative, and professional employees. Revisions included increases to the standard salary level and the highly compensated employee total annual compensation threshold, and a mechanism for updating these earnings thresholds to reflect current earnings data. On November 15, 2024, the U.S. District Court for the Eastern District of Texas vacated the Department's 2024 final rule. Consequently, with regard to enforcement, the Department is applying the 2019 rule's minimum salary level of \$684 per week and total annual compensation requirement for highly compensated employees of \$107,432 per year. Lawsuits regarding the 2024 final rule are currently pending in two other federal district courts, and the United States has filed a notice of appeal from the November 15 decision. The Department will update this notice with additional information as it becomes available.

This fact sheet provides information on the exemption from minimum wage and overtime pay provided by Section 13(a)(1) of the FLSA as it applies to first responders.

The [FLSA](#) requires that most employees in the United States be paid at least the [federal minimum wage](#) for all hours worked and [overtime pay](#) at not less than time and one-half the regular rate of pay for all hours worked over 40 in a workweek.

However, Section 13(a)(1) of the FLSA provides an exemption from both [minimum wage](#) and [overtime pay](#) for employees employed as bona fide [executive](#), [administrative](#), [professional](#) and [outside sales](#) employees. Section 13(a)(1) and Section 13(a)(17) also exempts certain computer employees. To qualify for exemption, employees must meet certain tests regarding their job duties and be paid on a salary basis not less than \$684 per week.

Submit Feedback

## Police Officers, Fire Fighters and Other First Responders

29 C.F.R. § 541.3 provides that police officers, detectives, deputy sheriffs, state troopers, highway patrol officers, investigators, inspectors, correctional officers, parole or probation officers, park rangers, fire fighters, paramedics, emergency medical technicians, ambulance personnel, rescue workers, hazardous materials workers and similar employees ("first responders") who perform work such as preventing, controlling or extinguishing fires of any type; rescuing fire, crime or accident victims; preventing or detecting crimes; conducting investigations or inspections for violations of law; performing surveillance; pursuing, restraining and apprehending suspects; detaining or supervising suspected and convicted criminals, including those on probation or parole; interviewing witnesses; interrogating and fingerprinting suspects; preparing investigative reports; and other similar work are not exempt under Section 13(a)(1) or the regulations and thus are protected by the minimum wage and overtime provisions of the FLSA.

First responders generally do not qualify as exempt executives because their primary duty is not management. They are not exempt administrative employees because their primary duty is not the performance of office or non-manual work directly related to the management or general business operations of the employer or the employer's customers. Similarly, they are not exempt learned professionals because their primary duty is not the performance of work requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction. Although some first responders have college degrees, a specialized academic degree is not a standard prerequisite for employment.

### **Where to Obtain Additional Information**

**For additional information, visit our Wage and Hour Division Website:**

**<http://www.dol.gov/agencies/whd> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).**

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.



The contents of this document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access forms at [macomptroller.pro/forms](#) or [mass.gov/its/contracts/forms](#).

<b>CONTRACTOR INFORMATION</b>			<b>COMMONWEALTH INFORMATION</b>		
Contractor Legal Name <b>Town of Peru</b>		d/b/a	Department <b>Executive Office of Economic Development</b>		MMARS Code <b>EED</b>
Legal Address As entered on Form W-9 or Form W-4 <b>3 East Main Rd, Peru, MA 01235</b>			Contract Manager Name <b>Nicholas Bulens</b>		
Contract Manager Name <b>Justin Russell</b>			Business Mailing Address <b>1 Ashburton Place, Rm. 2101, Boston, MA 02108</b>		
Phone <b>413-655-8224</b>	Email <b>highwaydept@townofperuma.com</b>	Fax	Billing Address If Different		Fax
Vendor Code <b>VC 6000191940</b>		MMARS Doc ID(s) <b>24MWIPPeruSafetyImpr</b>		RFR/Procurement or Other ID Number <b>MWIP-2024</b>	
Vendor Code Address ID <b>AD 001</b> e.g. "AD001". Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.					

<input checked="" type="radio"/> <b>NEW CONTRACT</b> Procurement or Exception Type (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated department.) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, and budget.) <input checked="" type="checkbox"/> Department Procurement - Includes all Grants <b>815 CMR 2.00</b> . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, and budget.) <input type="checkbox"/> Contract Employee (Attach Employee Status Form, scope, and budget.) <input type="checkbox"/> Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)			<input type="radio"/> <b>CONTRACT AMENDMENT</b> Current Contract End Date <b>PRIOR to Amendment</b>   Amendment Amount <b>Or Enter "No Change"</b> Amendment Type (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope, or Budget (Attach updated scope and budget.) <input type="checkbox"/> Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget.) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope/budget.)		
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**TERMS AND CONDITIONS**  
 The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding (Check ONE option):  
 [Commonwealth Terms and Conditions](#)   
  [Commonwealth Terms and Conditions for Human and Social Services](#)   
  [Commonwealth IT Terms and Conditions](#)

**COMPENSATION (Check ONE option.)**  
 The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under **815 CMR 9.00**.  
 Rate Contract (No Maximum Obligation). (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)  
 Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): **\$1,000,000.00**

**PROMPT PAYMENT DISCOUNTS (PPD)**  
 Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See [Prompt Pay Discounts Policy](#).  
 Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within: 10 days % PPD. 15 days % PPD. 20 days % PPD. 30 days % PPD.  
 If PPD percentages are left blank, identify reason:  
 Statutory/legal   
  Ready Payments (M.G.L. c. 29, § 23A)   
 Agree to standard 45-day cycle   
 Only initial payment

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT**  
 Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.  
Grant funding through the MassWorks Infrastructure Grant Program (pursuant to Plan Item D001 in the Mass. Capital Investment Plan) to support a public infrastructure project, in accordance with the scope and additional terms and conditions described in Attachment A, and as described in the attached RFR response.

**SUPPLIER DIVERSITY PROGRAM (SDP) PLAN**  
 Does the Supplier Diversity Program apply?  YES    If YES, the Contractor's annual SDP commitment for this Contract is \_\_\_\_\_  
 NO    If NO, and the department is an Executive Department, enter the appropriate exemption: Awards, grants, and subsidies

**ANTICIPATED START DATE (Complete ONE option only.)**  
 The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:  
 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.  
 2. may be incurred as of **20**, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.  
 3. were incurred as of **20**, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

**CONTRACT END DATE**  
 Contract performance shall terminate as of **June 30, 2026**, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

**CERTIFICATIONS**  
 Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in **801 CMR 21.07**, incorporated herein, provided that any amended RFR or Response terms result in **best value, lower costs, or a more cost effective Contract**.

<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR</b> Signature and date must be captured at time of signature.		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH</b> Signature and date must be captured at time of signature.	
Signature <i>Terry Walker</i>	Date <i>1-27-25</i>	Signature	Date
Print Name <b>Terry Walker</b>	Print Title <b>Town Administrator</b>	Print Name <b>Spencer Gurley-Green</b>	Print Title <b>CFO</b>



Commonwealth of Massachusetts  
**CONTRACTOR AUTHORIZED SIGNATORY LISTING**

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

**Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company  
 (must match Form W-9 tax classification)**

Contractor Legal Name Town of Peru	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number) VC6000191940
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**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

There are three types of electronic signatures that will be accepted on this form: **1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign.** Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
Terry Walker	X	Town Administrator	413-655-8312, x100	townadmin@townofperuma.com
Justin Russell	X	Highway Superintendent	413-655-8224	highwaydept@townofperuma.com

**Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.**

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

**Please note you cannot self-certify your own signature as a single signer listed above.**

Signature X	Date January 30, 2025
Print Name Terry Walker	Phone Number 413-329-4185 (c); 413-655-8212, x100
Title Town Administrator	Email Address townadmin@townofperuma.com

**A copy of this listing must be attached to the "record copy" of a contract filed with the department.**



## CENTRAL BERKSHIRE REGIONAL SCHOOL DISTRICT

254 Hinsdale Road • P.O. Box 299 • Dalton, Massachusetts 01227-0299  
Administrative Offices (413) 684-0320 or 684-0325  
Business Office (413) 684-1792  
FAX (413) 684-4088

LESLIE BLAKE-DAVIS  
Superintendent  
[lblakedavis@cbrrsd.org](mailto:lblakedavis@cbrrsd.org)

Dr. MICHAEL HENAULT  
Assistant Superintendent  
[mhenault@cbrrsd.org](mailto:mhenault@cbrrsd.org)

GREGORY BOINO  
Director of Finance and Operations  
[gboino@cbrrsd.org](mailto:gboino@cbrrsd.org)

December 4, 2024

Verne Leach  
Select Board Chair  
Town of Peru

Dear Verne Leach,

I am writing as the Superintendent of Central Berkshire Regional School District to reach out and let you know that I am interested and willing to attend scheduled upcoming meetings that would assist in answering questions about the budget, including Central Berkshire's fiscal priorities for the 2025-2026 school year. I believe that our success as a District in providing a high-quality education rest on the support we receive from our communities and I am grateful for the ongoing outreach.

The School Committee Meeting scheduled for **January 23, 2025, will be designated as a Preliminary State Budget Public Hearing** in response to requests from our towns to provide more information regarding the state's Chapter 70 formula and how it relates to each town's Required Local Contribution. We have arranged for a guest speaker, Tracy Novick, to present an information session focused on Chapter 70 and hopefully FY26 information based on the release of the Governor's budget. This meeting will begin at **6:00 pm at Nessacus Middle School** to allow adequate time for Ms. Novick to present a comprehensive picture of budgetary processes. Ms. Novick is a well-known expert in this field and holds the title of Field Director of School Finance at the Massachusetts Association of School Committees (MASC). All Seven Member town Select boards and finance committees are invited to attend.

Please note that we will still hold our annual February Budget Hearing for our Seven Member Towns to specifically review **Central Berkshire's Tentative FY26 Budget on February 13, 2025.**

Additionally, Beth O'Connor, my executive administrative assistant, will send a schedule regarding these important budgetary dates to all 7 Town Select Boards and Town Finance Committees. This will include a rescheduling of the Public hearing focused on the proposed CBRSD Regional Agreement.

Thank you ahead of time for considering allocating time for my attendance at upcoming meetings, which would continue to foster a spirit of collaboration, collegiality, and cohesiveness. I look forward to hearing from you!

Sincerely,

Leslie Blake-Davis  
Superintendent of Schools

The Central Berkshire Regional School District does not discriminate on the basis of race, religion, color, age, gender, national origin, disability, homelessness, sexual orientation, gender identity or veteran status. Equal Opportunity Employer.

# EMERGENCY RESPONSE PUBLIC LISTENING SESSIONS

*for community members and emergency responders*

The Woodlands Partnership of Northwest Massachusetts is embarking on a public safety services study of the 21-town region with the Edward J. Collins, Jr. Center for Public Management at the University of Massachusetts Boston. The Collins Center will focus on municipal services in the Woodlands Partnership region as they relate to increasing tourism, use and accessibility of public forests, diminished tax base, and the ability of first responders to provide rescue services on conserved state-owned land.

★ **January 30, 2025 - 6-7pm, by Zoom**

**FULLY REMOTE** - Meeting ID: 897 9626 4726 - Passcode: 665178

<https://bit.ly/4Ohjgx5>

★ **February 12, 2025 - 6-7pm, in Windsor**

**HYBRID** - Windsor Town Hall, 1927 route 9, and by Zoom:

Meeting ID: 839 1339 2518 - Passcode: 664531

<https://bit.ly/4jslNNU>

★ **February 27, 2025 - 6-7pm, in Shelburne**

**HYBRID** - Shelburne Fire Department, 18 Little Mohawk Rd, and by

Zoom: Meeting ID: 883 9607 9977 - Passcode: 792236

<https://bit.ly/3C9JGJ6>

WoodlandsPartnership.org

kconlin@newenglandforestry.org

**Woodlands**

PARTNERSHIP

Funded by the Massachusetts Executive Office of Energy and Environmental Affairs, it is the intention that this study will provide towns with direction and support in receiving additional funds and identifying strategies, as well as inform state policy and procedure related to Payment-In-Lieu-of-Taxes (PILOT) and other programs.

**Position Title:** Custodian

**Statement of Duties**

Position performs semi-skilled maintenance and custodial work for several of the town's departments such as cleaning, sweeping, polishing and waxing floors and furniture; performing painting activities; performing routine grounds maintenance; changing lights and basic lighting equipment; cleaning equipment and operating cleaning machinery; and maintaining building and facility security on a daily, weekly, monthly or as needed basis in order to assure clean, sanitary and safe conditions in accordance with established schedules and procedures.

**Supervision**

Employee works under the general supervision of a Department Head or supervisory official. The employee plans and carries out daily work with a degree of independence, and in accordance with standard practices of the department assigned, knowledge of the activities required, and previous training. Employee brings questionable cases to supervisor for discussion and resolution. The supervisor reviews work as necessary checking for errors. The Employee must observe the standard practices of the department assigned and town laws, rules and regulations.

The employee does not exercise any supervisory responsibilities over town staff.

The employee does not have access to confidential information.

**Job Environment**

Position requirements involve a variety of custodial and maintenance responsibilities involving cleaning, sweeping, polishing and waxing floors and furniture, performing painting activities, changing lights and basic lighting equipment, cleaning equipment, operating cleaning machinery and maintaining building and facility security; that is recurring and repetitive, usually involving a number of steps to be followed. Employee relies on advice and guidance of superiors at onset of work and at times while work is in progress. Well defined or detailed instructions, especially departmental procedures and practices cover most of the important aspects of the work, but judgement is necessary to select the appropriate procedure or instruction to pursue. Accuracy and dependability, as well as the ability to meet

Custodian

Grade

01/21/25

deadlines are important aspects of the position.

Errors made could result in personal injury, delay or loss of service, monetary loss, injury to employees, damage to buildings or equipment or legal repercussions. Improperly used equipment or cleaning supplies could cause damage to buildings or equipment; failure to maintain building cleanliness or safety could contribute to any factor; failure to maintain equipment could result in personal injury or other factors.

The position may have seldom to frequent contact with the public, depending upon the work site location. The purpose of public contacts is to provide directions and otherwise provide basic assistance. Other contacts are with other town departments and employees, department managers, or a variety outside agencies and vendors. The purpose for these contacts is to respond to work requests, request assistance, receive materials and supplies, or to provide assistance and information. Contacts are usually over the phone or in person.

### **Essential Functions**

*The essential functions or duties listed below are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if work is similar, related, or a logical assignment to the position.*

Sweeps, mops, waxes and polishes floors; washes walls and windows; dusts, polishes, arranges, and moves furniture; vacuums rugs; cleans lavatories, washbasins, and drinking fountains; empties ashtrays and wastebaskets.

Cleans, services and makes minor repairs and adjustments to heating and ventilating systems; makes minor plumbing and electrical repairs; replaces light bulbs. Collects, separates and empties all individual office recyclable materials.

Shovels snow and throws salt or sand on walk-ways and entrance-ways.

Opens and closes buildings according to schedule; guards against vandalism and unlawful entry.

Operates vacuum cleaners, power mowers, floor polishers, snow blowers, small trucks and other power maintenance equipment to perform assigned duties

Oversees community service program participants in their performance of custodial duties. May oversee building maintenance trade contractors in the performance of contractual responsibilities.

Processes supply and equipment orders and maintains detailed and accurate inventory of cleaning supplies.

Perform minor repairs such as toilet repairs, broken glass, replace door locks; change filters on the heating and air conditioning systems.

### **Recommended Minimum Qualifications**

#### **Education and Experience**

A candidate for this position should have a High School diploma or equivalent, and at least one (1) year of prior experience in a business setting performing building maintenance and cleaning work; including semi-skilled building maintenance and grounds work; or any equivalent combination of education or experience to do the work required.

#### **Knowledge, Skills and Abilities**

A candidate for this position should have basic knowledge of methods, materials and equipment used in custodial and grounds maintenance work, especially plumbing, electrical, carpentry, and masonry repairs, equipment and materials; good interpersonal skills; the ability to deal effectively with the public and department employees; the ability to complete several tasks in decentralized areas; the ability to recognize need for repairs; the ability to operate and perform minor servicing on light power equipment; the ability to follow written and oral instruction; and the ability to establish and maintain effective working relationships with other employees.

#### **Physical and Mental Requirements**

Becket, Massachusetts

The employee works in a variety of settings characterized by moderate to loud noise; with occupational risk related to chemicals from supplies, operation of equipment, exposure to aircraft, or building security; and is exposed further to outdoor weather conditions, high places, toxic or caustic chemicals, risk of electric shock, and proximity to moving mechanical parts; and exposure to fumes or airborne particles and extremes of heat/cold. The employee is generally required to talk or listen/hear, climb or balance, and stop, kneel, crouch or crawl; to stand, walk, sit, use hands, and reach with hands and arms. The employee occasionally lifts up to 60 lbs. The position has normal vision requirements. Equipment operated may include light equipment, hand tools, office machines, and cleaning equipment (buffers, carpet cleaners etc.,).

Custodian  
Grade  
03/08/02  
4

## TOWN OF BECKET

DRAFT

**Position Title:** Building Maintenance and Grounds Person

### **Statement of Duties:**

Position is responsible for performing a wide variety of skilled work in the maintenance and construction of town facilities. Perform related work as required.

### **Supervision**

Employee works under the general supervision of the Town Administrator. Employee is familiar with the work routine and uses initiative in carrying out recurring assignments independently without specific instruction. Any questionable cases are referred to the supervisor for clarification or interpretation. Supervisor checks employee's work only to insure that completed work methods used are technically accurate, and that instructions are being followed. Employee is required to work outside normal business hours as needed, and is on call at all times to respond to emergencies. Employee will be available to the Highway Department for snow removal.

### **Job Environment**

Position responsibilities require the use of judgment and initiative to interpret the numerous standardized practices, procedures, or general instructions governing the work. Employee is expected to locate, select and apply the most pertinent practice, procedure, regulation or guideline for a given situation.

Errors in vehicle or equipment operation can result in personal injury/loss, delay or loss of service, injury to other employees and/or damage to buildings, equipment and the general public.

The position has frequent contact with other town employees and the public when working within the public buildings or on the grounds. The majority of contact is to respond to inquiries and provide information and assistance.

### **Position Functions**

*The essential functions or duties listed below are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to, or extension of the position*

## **Essential Functions**

1. Performs routine maintenance and repair tasks for the Town Hall including all custodial services and minor plumbing and electrical repairs.
2. Perform minor repair tasks at other town owned buildings.
3. Perform landscape maintenance on all town owned properties and parks except cemeteries.
4. Set up Town Hall for voting, town meetings and other functions as required.
5. Perform weekly trash removal from all town buildings with delivery to transfer station.
6. Maintain standby generator at Town Hall.
7. Performs snow removal with Highway Department as needed.

## **Recommended Minimal Qualifications**

### **Physical and Mental Requirements**

Employee is subject to loud noise, toxic or caustic chemicals, hazardous driving conditions, electrical shock and hot and cold outdoor weather conditions. Employee is required to stand, walk, talk, listen, sit, climb bend over, reach with arms and smell. Employee frequently lifts up to 10 lbs. and occasionally up to 60lbs.

### **Education and Experience**

A candidate for this position must have a High School Diploma or equivalent, with advanced training and experience in the operation of light trucks, landscape equipment and the use of special tools used for building maintenance and construction; three to five (3-5) years of experience in the construction trades or an equivalent combination of education, knowledge or experience.

### **Special Requirements**

A candidate for this position must have a valid Massachusetts driver's license. A Massachusetts Construction Supervisors License is preferred.

### **Knowledge, Skills and Abilities**

A candidate for this position should have knowledge of:

- Custodial materials, methods and current practices
- Construction materials, methods and current practices
- Practices and principles of plumbing and electrical work
- Practices and principles of grounds maintenance
- Safety precautions
- Knowledge of ordering materials and supplies

Skill in:

- Safe and effective use of vehicles, equipment and tools used in building and grounds maintenance

Ability to:

- Follow directions and work independently
- Detect and report equipment malfunctions and building deficiencies
- Perform the physical requirements of the position in all weather conditions.



Town of Dalton

## BUILDINGS SUPERINTENDENT

### **Purpose:**

Performs supervisory, administrative, and technical work responsible for managing building and grounds maintenance and performs administrative work relating to the procurement of supplies, goods, and services. Performs all other related work as required.

### **Essential Functions:**

*(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)*

Responsible for the maintenance and repair of the Town Hall and other town facilities, plus related grounds. Facilities include Town Hall, Police Station, Library, Council on Aging, Town Park restrooms, pavilion, and grandstands, and two parks, as well as a historic town-owned house.

Performs special maintenance assignments, such as running cables and wires for computers, putting furniture together, repairing doors and related assignments. Maintains coilers. Schedules repairs and maintenance work with outside contractors, as necessary.

Serves as the IT Coordinator in cooperation with the Town contractor for IT.

Serves as the Construction Coordinator for Town building construction projects.

Acts as Safety Officer and ensures ADA Compliance.

Performs similar or related work as required, directed or as situation dictates.

### **Supervision:**

*Supervision Scope:* Performs responsible work of a complex nature which involves initiative and independent judgment in the maintenance of town buildings and grounds.

*Supervision Received:* Work is performed under the general direction of the Town Manager.

*Supervision Given:* Supervises one part time employee; cleaning company cleaners and other contractors.

### **Recommended Minimum Qualifications:**

#### **Education, Training and Experience:**

High School diploma or equivalent; one-year custodial experience and three to five years' experience in the maintenance, general repair and construction of buildings; one years' office experience; or any equivalent combination of education and experience.

#### **Special Requirements:**

Must possess a valid Massachusetts motor vehicle operator's license.



## BUILDINGS SUPERINTENDENT

Massachusetts Construction Supervisor License, desirable.

Massachusetts Certified Public Procurement Official designation desirable.

*Must be able to pass full background check (equivalent to License to Carry background check.)*

*Knowledge:* General knowledge of department operations. Knowledge of building maintenance and all major building systems including heating, ventilation, air conditioning and handling plumbing, electrical, security and lighting. Knowledge of general office practices and the procurement of goods, supplies and services.

*Abilities:* Ability to use hand and power tools for repairs and maintenance. Ability to manage projects and attend to problem-solving. Ability to prepare procurement specification to interpret procurement rules and regulations.

*Skill:* Proficient computer skills utilizing a variety of software applications including Microsoft Office and Excel. Excellent communication skills. Skill in operating above-mentioned equipment.

### Physical Requirements:

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

While performing the duties of this job, minimum physical effort is required to perform administrative duties. Field work requires moderate effort. The employee is frequently required to stand, walk, sit, speak, and hear, reach with hands and arms, use hands to operate equipment, stoop, and bend. Employee may occasionally lift and/or move objects weighing more than 100 pounds. Vision and hearing at or correctable to normal ranges.

### Job Environment:

- Some work is performed under typical office conditions. Some work is performed outside, with exposure in adverse weather conditions and some exposure to hazards associated with cleaning chemicals. Work environment is moderately noisy.
- Operates light truck, power and hand tools, computer, calculator, copier, facsimile machine, telephone, and other standard office equipment.
- Makes and maintains contact with contractors, engineers, police, and town officials. Contacts involved may be made by telephone, in person, email, text message, etc.
- Employee has access to confidential information and situations that take place while working adjacent to the police station and is expected to exercise discretion.



## **BUILDINGS SUPERINTENDENT**

- Errors could result in considerable delays or loss of service, damage to property, personal injury, and have possible financial and/or legal repercussions.

*(This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.)*

*Pay Equity/Equal Opportunity/Americans with Disabilities Act Employer*