

TOWN HALL 3 EAST MAIN ROAD PERU, MA 01235

SELECT BOARD MEETING MINUTES: February 18, 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
Caryn Wendling, Tax Collector, Treasurer

Public Attendees: Bonny DiTomasso

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: TA Walker and Chief Cullett recording, Selectman Leach recording 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 for 2/3/2025

Selectman Leach motion to approve 2/3/2025 minutes pending changes, Selectman Munch second, 3-0

Item 6: Update of Departments:

Highway: TA Walker stated that Superintendent Russell could not attend the meeting tonight but mentioned that the BOS need to vote to overspend the Snow Roads Budget. Selectman Leach motion to overspend Snow Roads Budget, Selectman Munch second, 3-0.

Police Department: Chief Cullett mentioned that the 2022 cruiser is still being diagnosed at Northampton Ford and it is still under warranty.

Chief Cullett also mentioned that Guardian Energy will begin work on March 3rd.

Emergency Management Director: EMD Cullett mentioned that there were limited power outages in Peru during the ice/snowstorm.

Woodlands Partnership: Sam Haupt mentioned that the Woodlands Partnership released a report regarding the Pilot program available to small towns. Sam hopes the town stays aggressive and contacts Senator Mark and Representative Barrett. Part of this program is the partnership wood bank and families that burn wood can receive free firewood wood if they qualify.

Tax Collector/ Treasurer Wendling mentioned that the books are closed for FY24. She mentioned that it was great working with the accountants and utilizing the cash book is better than ever. The next step is filling out the forms in Gateway and finally Free Cash certified.

Town Administrator TA Walker:

- Hogweed: Grants are not available at this time; however, TA Walker will contact Boston at the end of March to see if additional grants are available. The solution is to appropriate funds at ATM and eradicate the hog weed. Selectman Leach asked TA Walker to get names and estimates for companies that could eradicate the hog weed.
- Austin Design (Feasibility Study) The Architects completed design of town hall with some concerns. The next step is for Austin Design to meet with engineers and contractors. One issue was the broken asbestos tile in ladies' room. They mentioned that someone must glue the tile down to stop the asbestos dust from escaping.
- Transportation Invoice from Dufour: Selectman Leach mentioned that it was voted by the board that Smith Vocational is the school of choice. Bruce Cullett mentioned that it was voted in the BOS minutes that the town did not bid on two schools. TA Walker was asked to get the following answers:
 1. What Grade is the student in?
 2. When did this student move to Peru?
 3. Why didn't Dufour bid on the McCann student? Our bid only specified Smith Voke in Northampton, MA.
 4. What caused our transportation account to be depleted in 6 months
 5. Ask Greg Boino why the town was not notified and what criteria does a student need to go to a school other than Smith Voke? Plus ask Greg, who approved a student going to McCann?
 6. Selectman Haupt may have to contact town counsel to get answers.

Item 7: Discussion and possible vote to appoint Bonny DiTomasso as Council on Aging Director: Selectman Leach motion to appoint Bonny DiTomasso as Council on Aging Director, Selectman Munch second, 3-0.

Item 8: Discussion and possible vote on quote for servicing town furnaces: Selectman Leach motion to award Pioneer Plumbing's the contract for the town furnaces, bid was \$1,250.00, Selectman Munch second, 3-0.

Item 9: Discussion and possible vote on the Town Clerk creating the FY25 Annual Town report: TA Walker mentioned that creating the FY Annual Town Report is in her job description although the Board of Selectmen may change her duties as Town Administrator at any time. Selectman Munch motion for Town Administrator create the town report and have it printed, Selectman Haupt second, 3-0

Item 10: Discussion and possible vote to pursue the Senior Work Program for the Annual Town Meeting: Treasurer Wendling asked the BOS if they had looked into this program and if they were familiar with it. Selectman Leach contacted the Town of Hinsdale, and they have 8 people enrolled in the program. These seniors are paid \$15.00 per hour up to 100 hours per year and \$1,500 can be abated off their taxes. The jobs include office personnel, electrical work, plumbing, shoveling, painting and yard work. Treasurer Wendling mentioned that these people need to be paid through payroll with a paycheck and will receive a W2 form. Selectman Leach mentioned that this must go before the town under chapter 59 section 5K. Treasurer Wendling felt that this is great for bigger towns. Selectman Munch motion to pursue. Selectman Haupt second, 3-0.

Item 11: Discussion and possible vote on hiring a maintenance person: Placed on hold.

Item 12: Discussion and possible vote on Other Post-Employment Benefits: Placed on hold.

Item 13: 7:00 P.M. vote on possible Executive Session pursuant to purpose #2 of Chapter 30A section 21 of the Open Meeting Law to conduct contract negotiations with non—union personnel with Police Chief Bruce Cullett: Selectman Leach made a motion to go into Executive Session with Chief Cullett pursuant to M.G.L. part 1, Title 3, Chapter 30A, section 21A Reason #2 and reconvene in open session after the executive session, Selectman Munch second, 3-0. Selectman Leach motion to recess meeting at 7:00 p.m. Selectman Munch second, 3.0

Item 14: Public Input: Bruce Cullett commended the Highway Department for their hard work during the ice and snow storm. He mentioned that they did a phenomenal job keeping the roads safe for everyone.

Item 15: Review and approve Accounts payable, Treasury Warrant and Payroll Warrant: W17-2005

Item 16: Adjourn: Selectman Leach made a motion to adjourn the 2/18/2025 BOS Meeting, Selectman Munch second, Vote 3-0. The 2/18/2025 BOS Meeting adjourned at 8:26 P.M.

Articles used:

V17-2025

2/3/2025 minutes

Quotes servicing town hall furnaces

FLSA

Appointment Letter Bonny DiTomasso

Terry Walker

Recording Secretary

Verne Leach, Chairman

Sam Haupt, Selectman

Ed Munch, Selectman

Date Approved: 3/3/2025



Received 3-3-2025
Kim Leach, Town Clerk

ESTIMATE

Pioneer Plumbing Inc

500 S Washington State Rd.

Washington, MA 01223

(413) 623-5911

rjpioneerinc@gmail.com

www.pioneerplumbingheating.com

February 11, 2025

Summary: ESTIMATE

Reference #: 2859-104

Due Date: 3/3/2025

TOWN OF PERU
3 EAST MAIN RD, SUITE 115
PERU, MA 01235

Job Name:

TOWN OF PERU
3 EAST MAIN RD, SUITE 115
PERU, MA 01235

413-822-3731 BRUCE

413-655-0072

We Hereby Submit Specifications And Estimates For:

SERVICE LP FURNACES FOR TOWN

2 - TOWN HALL

1 - WALL UNIT AT GARAGE

2 - WALL UNITS AT FD

We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: \$1,250.00

Payment to be made as follows:

DUE UPON RECEIPT

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the proposal. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This estimate may be withdrawn by us if not accepted by the above due date. All material not supplied by Plumbing Contractor will be subject to a fixture charge. Material prices are subject to change due to industry increases. All signed contracts will be void one year from project start date unless otherwise noted.

Authorized
Signature _____

Acceptance
Signature _____

Date _____



LAUREYNS UNITED

— A FAMILY BUSINESS YOU CAN TRUST —

HEATING • COOLING • PLUMBING • GEOTHERMAL

PLANNED MAINTENANCE AGREEMENT FOR:

**Peru Fire Department
Attn: Terry Walker
11 East Main Road
Peru, MA 01235**

**January 2025 to January 2026
\$230.00**

**Including:
10% Parts Discount
Priority Service
24/7 Service Support**



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FOUR SEASONS
HEATING & COOLING, INC.

Service
146 Hubbard Ave
Pittsfield, MA 01201
P: (413) 684-1800



CLIMATE
Heating and Cooling, Inc.

Installation
146 Hubbard Ave
Pittsfield, MA 01201
P: (413) 684-5100

FS SHEET METAL LIC #363 • PIPE FITTER LIC #PM023732 • PLUMBING LIC #4278C • REFRIG CONTR. LIC #RC-147975
CH&C SHEET METAL LIC #37 • PIPE FITTER LIC #PMU000590 • PLUMBING LIC #3991C • REFRIG CONTR. LIC #RC-147975

Service calls made outside of normal weekday hours of operation, weekends, and holidays, will be billed at overtime labor rates, and will include a 10% discount on all required parts for covered equipment.

*** Priority service does not guarantee after-hours service. Service requests after normal business hours are served on an as-need basis. After hours service shall only be provided for situations of extreme emergency, such as total no-heat conditions, catastrophic failure, or situations which compromise life, health, or safety conditions. Service requests that are deemed to be of the non-emergency type, will be scheduled on a priority basis, being the soonest available time/day. Most priority service calls will be scheduled within 24 hours of your call.**

This agreement does not cover damages or required repairs caused in part by any of the following: power surges or outages, fire, flood, pest or rodents, improper maintenance, or lack thereof, misuse or negligence by owner or his / her agents, vandalism, or any other act of God.

Please sign and return the signature page of this Planned Maintenance Agreement with your payment of **\$230.00** to establish your Maintenance Agreement for **11 East Main Road, Peru, MA**. Payment due upon acceptance and can be made by check (Payable to Laureyns United Inc.) or by credit card (Visa & Mastercard).

The renewal price is **\$230.00**. The agreement period is from **January 2025 to January 2026**.

Acceptance of Proposal: The above pricing, specifications and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above.

Date of Acceptance:

Authorized Signature:

Accepted Agreement Amount:

Thank you for giving me the opportunity to provide this proposal to you. If you have any additional questions or concerns, please do not hesitate to contact me!

Sincerely,
Susan Pasterczyk
Planned Maintenance Coordinator



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PLANNED MAINTENANCE AGREEMENT FOR:

**Peru Town Hall
Attn: Terry Walker
3 East Main Road
Peru, MA 01235**

**January 2025 to January 2026
\$820.00**

**Including:
10% Parts Discount
Priority Service
24/7 Service Support**



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Regular service calls made during normal hours of operation (Mon-Fri.8 am to 5:00 pm) to be billed at standard service labor rates, and will include a 10% discount on all required parts for covered equipment.

Service calls made outside of normal weekday hours of operation, weekends, and holidays, will be billed at overtime labor rates, and will include a 10% discount on all required parts for covered equipment.

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Planned Maintenance Coordinator



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PLANNED MAINTENANCE AGREEMENT FOR:

**Peru DPW
Attn: Terry Walker
9 Main Road
Peru, MA 01235**

**January 2025 to January 2026
\$230.00**

**Including:
10% Parts Discount
Priority Service
24/7 Service Support**



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Planned Maintenance Coordinator



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.

Town of Peru

Job Description

Town Administrator

General Description: The Town Administrator serves as the professional staff person to a 3 Member elected Select Board. Duties include administration of the operation of the Town under the direction of the Select Board.

Work Schedule: Typically, Town Administrator on average works approximately 25 per week which includes attendance of Select Board meetings held on Monday evenings. The Town Administrator is expected to attend or participate in other meetings that are important for the Town.

Benefits and Salary: The Town Administrator is an exempt position subject to annual appropriation. The position includes full time benefits. The Town Administrator serves at the discretion of the Select Board. The Town Administrator is appointed by the Select Board.

Additional Duties: The Roles of Town Administrator include but not limited to the following

- * Records Access Officer
- * Human Resource Officer/Personnel Director
- * Affirmative Action Officer
- * Chief Procurement Officer
- * Americans with Disabilities Act (ADA) Coordinator
- * Appointment to ad-hoc committees as needed by the Select Board

Supervision: Reports directly to and is responsible to the Select Board

General Description of Duties

- *Attends Select Board Meetings
- * Attends other meetings of committees if assigned by Select Board
- * Performs follow-up administrative tasks from meetings

Annual Responsibilities

- Development of all Town Meeting Warrants, meeting deadlines and specific legal requirements
- Coordination and preparation of Annual Town Report
- Assists Select Board & Finance Committee develop Annual Budget
- Processes all annual licenses for renewal including collection of fees