

TOWN HALL 3 EAST MAIN ROAD PERU, MA 01235

SELECT BOARD MEETING MINUTES: March 17, 2025 @ 6:00 P.M.

Town Hall Meeting Room

Verne Leach, Chair Selectman
Ed Munch, Selectman
Sam Haupt, Selectman
Bruce Cullett, Police Chief
Terry Walker, Town Administrator
Justin Russell, Highway Superintendent
Caryn Wendling, Treasurer/Tax Collector
Susan Koziara, Assessor

Public Attendees: David Stuart

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, Police Chief Cullett, Selectman Leach recording under Exemption E for personal reasons

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

Item 5: Review and Approve BOS Meeting Minutes for 3/3/2025 and Executive Session minutes 2/18/2025:

Selectman Leach motion to approve 3/3/2025 minutes, Selectman Munch second, 3-0.

Selectman Leach motion put Executive Session Minutes on hold.

Item 6: Update of Departments:

Police Department:

Police Chief Cullett mentioned he and Justin met with Guardian Energy in February and the tentative date for Guardian Energy to install the heat pumps will be sometime in April. Chris Mason may be notified about the lack of communication and delay with Guardian's installation of the heat pumps. Also, the 2022 Cruiser has a recall on the deferential. The work was completed in September, and the issue needs to be fixed again. The 2022 Cruiser is still on warrantee. Chief Cullett also questioned the board if the MIIA completed the valuation on the firehouse and highway garage.

Police Chief Cullett mentioned that he was not able to make the March 3rd, BOS meeting and questioned why the Executive Session minutes were not approved and signed. Selectman Haupt mentioned the BOS was waiting to make changes to the contract. Chief Cullett was under the impression that the BOS had voted unanimously to make the Chief's position non-exempt at the Executive Session meeting on February 18th and wondered why his overtime was not paid for the holiday. Selectman Leach stated that the overtime was the day before the board made his job non-exempt. Chief Cullett stated that the timesheet was signed off, but he was not paid for his 6 hours overtime. Selectman Leach mentioned that the board put a hold on his overtime hours until they could talk to the him. Chief Cullett stated that he was very disappointed and mentioned it was petty that the board withheld his overtime hours. Chief Cullett brought the FLSA report this to the board's attention in January. Treasurer Wendling contacted Chief Cullett about his overtime

being withheld. Selectman Leach didn't think the overtime hours were covered because the board made the Chief's position nonexempt on February 18th and the overtime was on February 17th. Selectman Munch agreed that it was in the same pay period, disagreed with holding the Chief's overtime and he stated that he should be paid. Selectman Haupt mentioned he does not have a problem with paying overtime to the Chief. Selectman Leach mentioned he does not have a problem paying overtime to the Chief. Chief Cullett mentioned that when the highway department is called out it is a minimum of 3 hours. Chief Cullett explained that he had been called out 6 times and wasn't asking for 18 hours overtime. He was just looking for good faith to be returned and paid 6 hours overtime. Selectman Leach motion to pay Chief Cullett 6 hours overtime, Selectman Munch second, 3-0.

Emergency Management Director:

EMD Cullett is working with MEMA on an incident command center. Bruce mentioned that some members of the Board of Health have been trained.

Highway Department:

Highway Superintendent Russell presented the board with the contract from BRPC which needed to be signed. Selectman Leach motion to allow Highway Superintendent Justin Russell to sign BRPC contract, Selectman Haupt second, 3-0.

Superintendent Russell mentioned that 2008 International has had problems for the last few years. The issue is turbo failure which was corrected and a mechanic in Chesterfield indicated that the issue is turbo failure once again and will give Justin the cost to repair the 2008 International. Justin mentioned that his hope is to replace the 28-year-old Mack, keep it to haul gravel and as a backup plow truck in the winter.

Superintendent Russell mentioned that the oil spill invoice is being processed on today's warrant. Justin feels the hauler should be responsible and told TA Walker to hold the check until further notice.

Superintendent Russell mentioned that Mark Bedard may be moving to New Zealand. Justin would like to hire someone and use temporary summer help wages. This new hire could then move into Mark's position. Mark may move as soon as the end of August. Selectman Leach wants this new employee to go through the hiring process. Justin plans to have this person work with Mark and the temporary job may become full-time.

COA:

Council on Aging Director, Bonny DiTomasso is requesting a key to the building, so she has access to the copier to enable her to do her job. Selectman Leach mentioned that only a few people have keys to the front door. Selectman Munch does not have a problem with Bonny having keys to the building. Chief Cullett mentioned that he had keys made for the front door and gave them to the Town Clerk. Bonny mentioned that the Town Clerk does not have any spare keys because individuals that had keys have not returned them. Selectman Leach mentioned that Bonny should use a town computer for town business. The board agreed that Bonny will be issued a key to the front door.

BOH:

Valerie Bird, Board of Health Agent, will schedule a meeting regarding the receivership program. Selectman Leach asked Valerie to set up a time with TA Walker and give her dates to set up a meeting with the BOS.

Sam Haupt mentioned that the Woodlands Initiative meeting is tomorrow, and Paul Mark will speak on firefighters' safety grants and the Pilot program.

Town Administrator

Terry Walker mentioned that she and Superintendent Russell will be applying for another million-dollar MassWorks grant. TA Walker submitted the Expression of Interest paperwork for Raymond Drive, Ash Lane and Lafayette Drive. TA Walker mentioned the next step is to set up a public hearing at a BOS meeting.

TA Walker mentioned that she has submitted all information for SAM, Systems Award Management, the information was accepted and is now active with the Federal Government.

TA Walker asked the BOS to purchase 2 file cabinets for the TA's office. She is in the process of sorting files but most of the paperwork in the file cabinets in her office is permanent records. The BOS didn't have a problem with purchasing file cabinets as long as there were funds in the Office Supplies Account.

Susan Koziara, Assessor, Sue has been working with Patriots and their software for 26 years. Sue mentioned that it would be difficult for another company to come in and get the jobs done using Patriots software. Sue has a very good relationship with Patriots, and they respond immediately. Patriots contract is level funded from last year which is \$25,000 per year for a 3-year contract. The Board agreed that staying with Patriots was a good idea.

Item 7: Discussion and possible modification of Police Chief's employment agreement to align with Wages and the Fair Labor Standards Act (FLSA) Selectman Munch stated that this has already been taken care of. Selectman Leach mentioned that there are changes and Chief Cullett didn't bring modified changes to BOS. The BOS voted to make Police Chief position nonexempt at the executive session meeting on February 18th. Selectman Leach mentioned that the vote needs to go before Open meeting to validate the vote in Executive Session. Selectman Leach motion to make Police Chief position non-exempt, Selectman Haupt second, 3-0.

Item 8: Discussion and possible vote on Other Post-Employment Benefits: Selectman Haupt does not object but is hopeful that someone will give a presentation to the Finance Committee and Board of Selectmen. Chief Cullett mentioned that he had a conversation with TA Walker and an ATM warrant article needs to town meeting plus how trust fund will be handled. The BOS needs to write a policy with how many years an employee must work before eligible, age and % of insurance paid by town. Bruce believes 27 towns out of 351 cities and towns in the state have not funded OPEB.

Item 9: Discussion and possible vote on deadline date for Petitions to be submitted for the Annual Town Meeting Warrant: Selectman Leach motion on deadline date for petitions to be submitted for the Annual Town Meeting is set for April 15, 2025, at 5:00 p.m., Selectman Munch second, 3-0.

Item 10: 7:00 Discussion with Berkshire Regional School Committee Vice Chairman David Stuart regarding Regional Agreement: David Stuart spoke about the original agreement from 1957 being outdated. The current school agreement will update Mass General Law. The towns of Cummington, Hinsdale and Peru did not accept the new Regional Agreement at the ATM in 2024. The new regional agreement favors popular vote rather than town by town. Selectman Munch mentioned at ATM town counsel stated that the vote could be town by town. David mentioned that if no changes are made to the Regional Agreement, then only Peru, Cummington and Hinsdale need to place on ATM warrant. If there are changes to the Regional Agreement, then all 7 towns need to place on their ATM warrant. Selectman Munch would like to see town by town vote. David mentioned there is a problem with 14D because there is no mention of town-by-town vote clause. Selectman Munch thanked David Stuart for the great job explaining the process and providing the backup material. Selectman Haupt will go to town counsel and get an interpretation of the law. David mentioned that all towns should see the agenda beforehand, he will speak with town counsel to have all the answers and to be fully transparent.

Item 11: Discussion and possible vote to approve the valuation update on the town hall replacement cost-inspection by Jordan Meyer: Selectman Leach motion to approve valuation update on the town hall, Selectman Munch second, 3-0, TA Walker will reach out to Jordan Meyer for valuation update on the fire house and highway garage.

Item 12: Discussion and possible vote to re-appoint Scott Seely as a Board of Registrars: Selectman Leach motion to reappoint Scott Seely as a Board of Registrar, Selectman Munch second, 3-0.

Item 13: Discussion and possible vote to re-appoint Sharon Greule as Assistant Board of Registrars: Selectman Leach motion to re-appoint Sharon Greule as Assistant Board of Registrar, Selectman Munch second, 3-0

Item 14: Discussion and possible vote on Swap Shed quotes for shed: This was placed on hold so the BOS could review 3 quotes.

Item 15: Discussion on Vocational transportation: Selectman Munch asked how soon the town could have a Special Town Meeting. Dufour should be notified that we need to have a STM to fund the transportation account. Treasurer Wendling suggested having Dufour attend the next BOS meeting. Selectman Leach felt that Selectman Haupt may have to contact KP Law regarding the issue with transporting 1 student to McCann which caused a deficit in the Voke transportation account.

Item 16: Discussion and possible vote on hiring a maintenance person: Selectman Haupt is willing to consider hiring a maintenance person. Selectman Leach is not sure he wants to hire a maintenance person. Selectman Leach felt that the position should be as needed and not a set schedule. Selectman Munch mentioned that every job has a schedule. Selectman Munch placed a hold until the next meeting when the BOS can decide on a salary and number of hours required to work.

Item 17: Public Input:

Treasurer/Collector Wendling spoke as a taxpayer in Peru. Caryn questioned why everyone knows the Fire Chief is squatting at the fire house and no one is doing anything about it. Selectman Leach and Selectman Haupt both investigated the situation and found no evidence that the Fire Chief was sleeping at the fire station. Chief Cullett mentioned that security footage of the fire house has evidence that the fire chief is sleeping at the fire house. Every morning when it snows there is snow on his vehicle at 6:00 am and surveillance video shows when his vehicle is at the fire house. Caryn mentioned that Justin has footage on Saturday, March 15th and Sunday, March 16th showing when the fire chief was at the fire house. Selectman Leach will ask Fire Chief Cawthron to show footage of the inside of the fire house on March 15th and March 16th. Caryn is requesting the BOS write fire chief Cawthron up and put the letter in his employee folder. Selectman Leach mentioned that the BOS needs to know beyond a shadow of a doubt that he is staying at the fire house. Caryn stated that this is a liability and wrong on many levels, she wants the BOS to send a letter immediately and he needs to stop sleeping at the fire house. Caryn stated that the fire chief works for the town and this is unacceptable behavior.

Item 18: Review and Approve Accounts Payable, Treasury Warrant and Payroll Warrant: V19-2025

Possible joint meeting with BOS and Fin Com on Monday April 7th

Item 19: Adjourn: Selectman Leach made motion to adjourn the 3/17/2025 BOS Meeting, Selectman Munch second, Vote 3-0. The 3/17/2025 BOS Meeting adjourned at 8:10 P.M.

Articles used:

V19-2025

Job Description Maintenance Person

Shed quotes

Re-appointment letters

Email from Jordan Meyer

David Stuart-CBRSC paperwork

Patriots quote

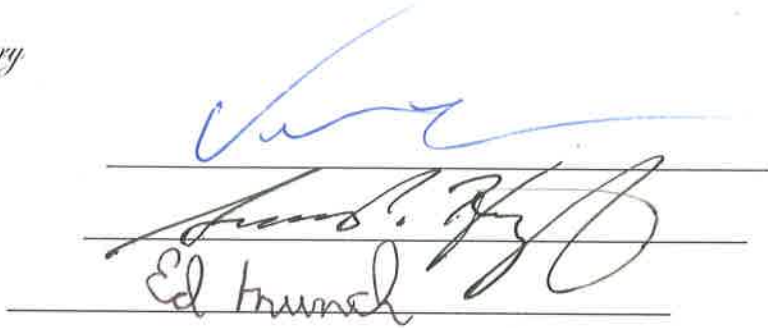
BRPC contract

Ferry Walker
Recording Secretary

Verne Leach, Chairman

Sam Haupt, Selectman

Ed Munch, Selectman



Verne Leach
Sam Haupt
Ed Munch

Date Approved: 3/24/25

Received March 26, 2025
Kim Leach, Town Clerk

Town of Peru, Massachusetts

Position Title: Building Maintenance and Grounds Person

Statement of Duties

Position is responsible for performing a wide variety of skilled and semi -skilled work in the maintenance and upkeep the Peru Town Hall and associated grounds. Perform related work as required.

Supervision

Employee works under the general supervision of the Selectboard. The employee uses initiative in carrying out recurring assignments independently without specific instructions. Any questionable situations are referred to the supervisor for clarification or interpretation. The supervisor checks employee's work only to ensure 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.

Job Environment

Position responsibilities require the use of judgement 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 tools, practice, procedure, regulations or guideline for 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 contractors, town employees and the public when working within the building or on the grounds. Most of the 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 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 minor plumbing and carpentry, painting masonry and electrical repairs. Also the ability to recognize the need for repairs.*
2. *Perform landscape maintenance on all town owned properties and parks except cemeteries.*
3. *Assist with town hall set up for voting, town meetings and other functions as required.*
4. *Perform weekly trash removal from all town buildings with delivery to transfer station.*
5. *Maintain standby generator at Town Hall.*
6. *Maintain security of Town Hall including security systems.*

Recommended Minimal Qualifications

Physical and Mental Requirements

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

Education and Experience

A candidate for this position should 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' experience in the construction trades or an equivalent combination of education, knowledge or experience preferred.

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:

1. Custodial materials, methods and current practices.
2. Construction materials, methods and current practices.
3. Practices and principles of carpentry, masonry, plumbing, electrical work including security systems.
4. Practices and principles of grounds maintenance
5. Safety precautions
6. Knowledge of ordering materials and supplies.
7. Safe and effective use of equipment and tools used in building and grounds maintenance.

Ability to:

1. Follow directions and work independently.
2. Detect and report equipment malfunctions and building deficiencies.
3. Perform the physical requirements of the position in all weather conditions.
4. Communicate and coordinate with various third-party contractors either on an emergency basis or otherwise.



Shedman Inc.
PO Box 717
New Lebanon, NY 12125
+1 5187665754
gaston@shedman.com

Estimate 11548

ADDRESS

Town of Peru/ Terry Walker
413-329-4185
3 east main road Town of Peru,
MA Peru, Maine 01235

DATE
02/21/2025

TOTAL
\$3,004.00

SALES REP

Gaston

ACTIVITY	QTY	RATE	AMOUNT
Note: all plywood construction!			
Standard A frame shed	1	2,919.00	2,919.00
standard centered 4' double door	1	0.00	0.00
windows on both gable ends	1	85.00	85.00
Choice of main color, trim color, roof color, some popular options , (not included)			
some customers like to go to a 6' double door so most times only one 3' is needed for most uses.	0	100.00	0.00
7' walls (allows a 6'-4" high door instead of 71" tall) people have tendency to hit their head	0	200.00	0.00

Thanks for the Deposit. Payment choices are C.C or Check
made out to Shedman inc
po 717 New Lebanon N.Y 12125
estimate is good till March 1st

SUBTOTAL	3,004.00
TAX (8%)	0.00
TOTAL	\$3,004.00

THANK YOU.

Accepted By

Accepted Date

Town Administrator

From: Owner <shedsnstuff@gmail.com>
Sent: Friday, February 21, 2025 11:15 AM
To: Town Administrator
Subject: [EXTERNAL] Fwd: Quote

Good Morning Terry,

Here is the quote requested. We may be able to cut the price down a bit more if you choose budget option which is less @ 10% less and can be disguised, there is an option for mini barn or aframe here. If you have questions or concerns, please contact me.

Thank You

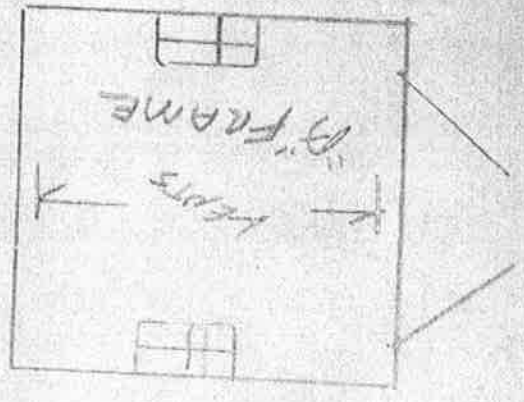
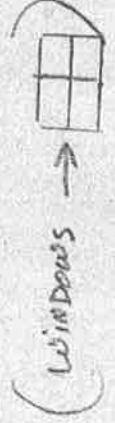
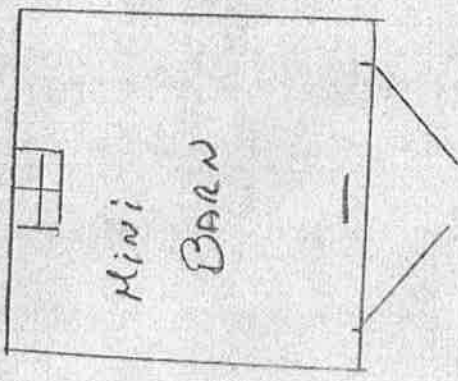
George Mott
413-743-9964 Office
413-822-2802 cell

Name: LOWN OF PERO MASS. Email: LOWN ADMIN@TOWN OF PERO MA.COH Shed Layout

Delivery Address: PERO MASS. Billing Address: ATTN: TERRY

Phone 1: 413 655 8312 Phone 2: _____

T.O.O.



1 8x8 Mini Barn style shed
1 window in back
Metal roof (any color)
1 set double doors w/locking handle
Painted (choice of colors)
2 Gable vents
2x4 16" o/c Framing
(2) 4x4 pressure treated floor joists
2x4 pressure treated floor joist
Diamond plate threshold
4ft side walls
\$3100.00

1 8x8 A-frame style shed
2 windows
Metal roof (any color) & Gable vents
1 set double doors w/locking handle
Painted - 2x4 16" o/c Framing
2x4 pressure treated floor joist
(2) pressure treated 4x4 skids
Diamond plate threshold
6ft walls
\$3500.00

SUMMARY

SHEDS DELIVERED & INSTALLED ON CUSTOMER PROVIDED SITE

Town Administrator

From: Joel Nisly <joel@hometownstructures.com>
Sent: Friday, February 21, 2025 10:28 AM
To: Town Administrator
Subject: [EXTERNAL] Shed Quote
Attachments: FP0419 8x8 Econoline Ranch Shed 4318-21 (1).jpeg; FP0190 8x10 Econoline Ranch Shed 4972-23.jpeg; FP0173 8x10 Econoline Ranch Shed 4817-23.jpeg; FP0314 8x10 Keystone Ranch Shed 4393-21.jpeg; FP0527 8x12 Keystone Ranch Shed.jpeg; FP0426 8x12 New England Ranch Shed 4543-22.jpeg; FP0557 8x12 New England Ranch Shed 4687-22.jpeg; Keystone Series Specs.jpg; New England Specs.jpg

Good morning Terry,

Thanks for your interest in one of our sheds! The price shown below is 2024 pricing. We will be seeing a price increase next month, when 2025 pricing takes effect. Orders placed before that lock in the current price.

Attached are photos of 8' wide Ranch sheds in all three series as well as graphics explaining the features of our Keystone and New England sheds. The main difference between the Econoline and Keystone aside from trim, hinges, etc., is that the standard floor joist spacing is 16" on center instead of 12" and the ventilation is the small gable vents instead of ridge vent.

Any of these sheds can be delivered in 3-4 weeks if the site is ready. Let me know if you need a quote on site preparation. Standard paint and shingle colors can be seen here: <https://www.hometownstructures.com/storage-sheds/econoline/options-colors/>

The pricing is as follows:

\$ 3,385 base price of an 8' x 8' Econoline Ranch Shed delivered fully assembled
\$ + 0 delivery mileage and road permits

\$ 3,385 delivered fully assembled, pre-tax

The pricing is as follows:

\$ 4,050 base price of an 8' x 8' Keystone Ranch Shed delivered fully assembled
\$ + 0 delivery mileage and road permits

\$ 4,050 delivered fully assembled, pre-tax

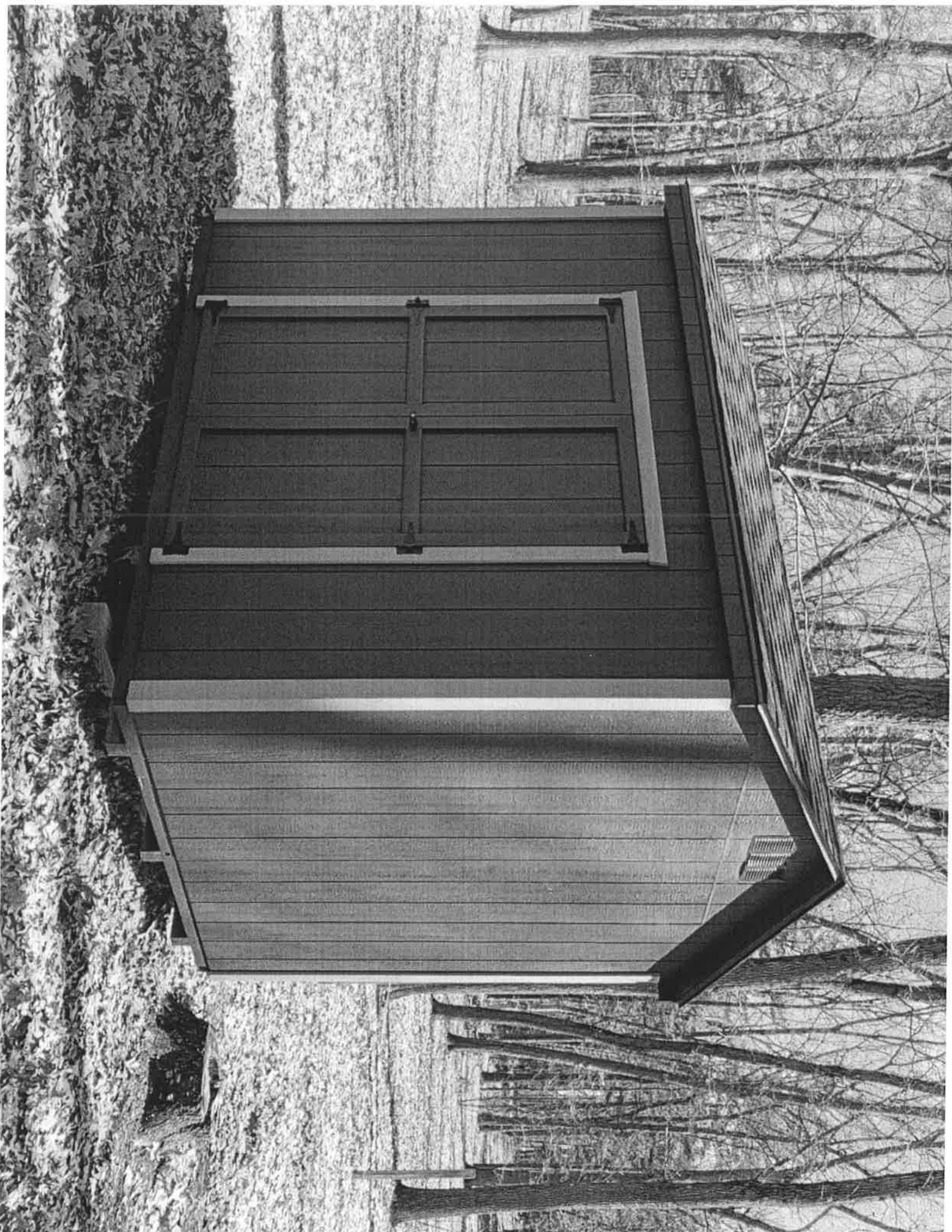
The pricing is as follows:

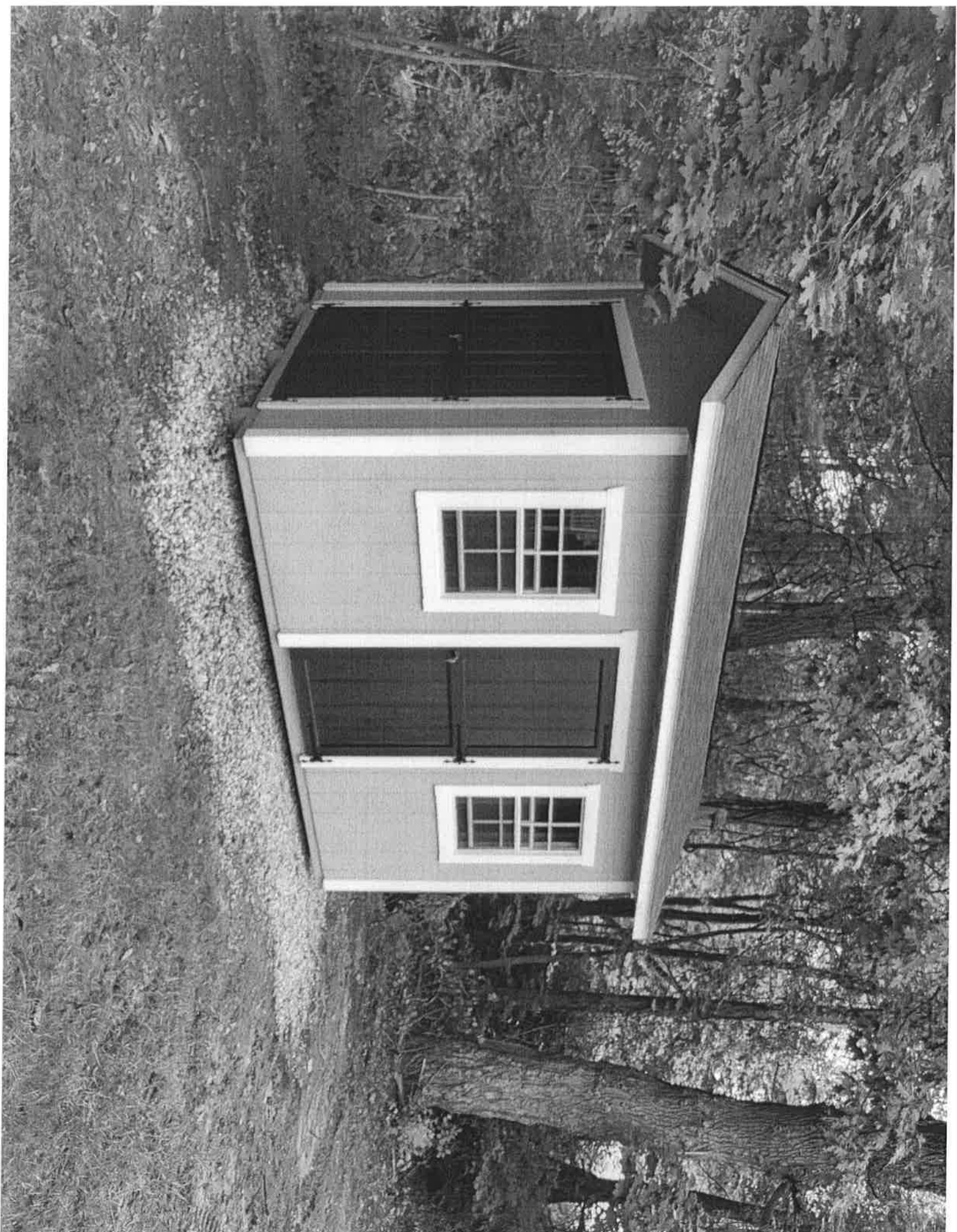
\$ 5,140 base price of an 8' x 8' New England Ranch Shed delivered fully assembled
\$ + 0 delivery mileage and road permits

\$ 5,140 delivered fully assembled, pre-tax

We do need a 10' gate/access for delivery of this shed fully assembled. If this isn't an option, we do build on site at an additional cost.







30-year architectural shingles over 1/2" CDX plywood roof sheathing and tar paper

Exclusive detailing, with large roof overhang

Shutters included, Window Boxes optional

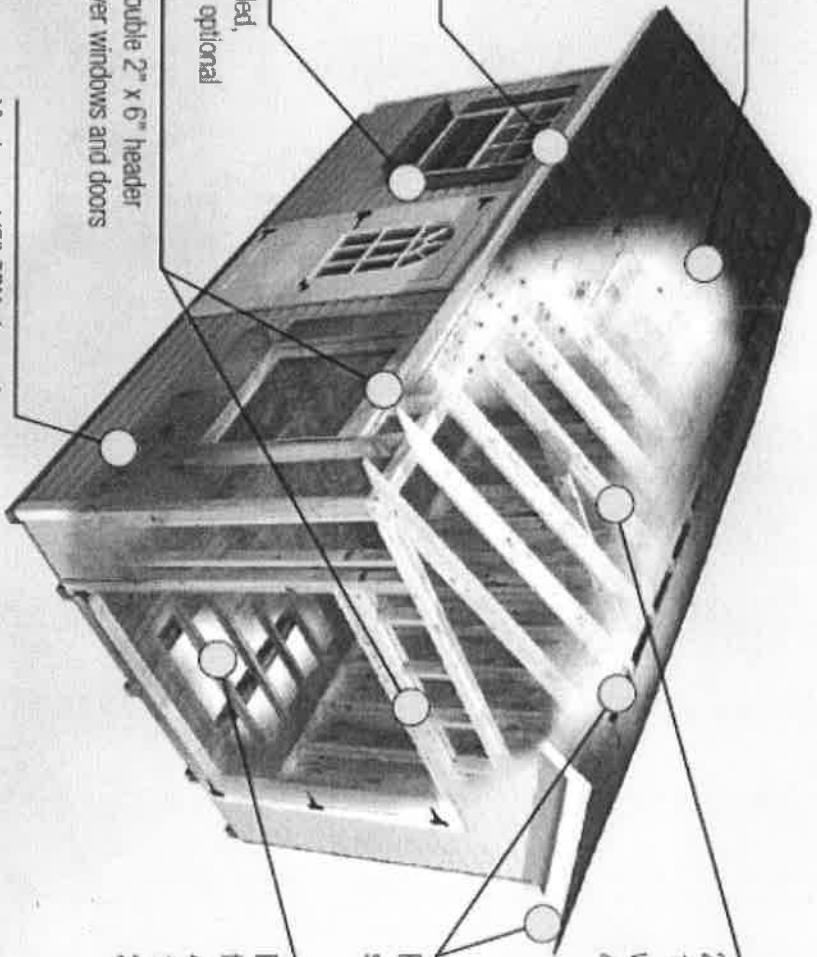
Double 2" x 6" header over windows and doors

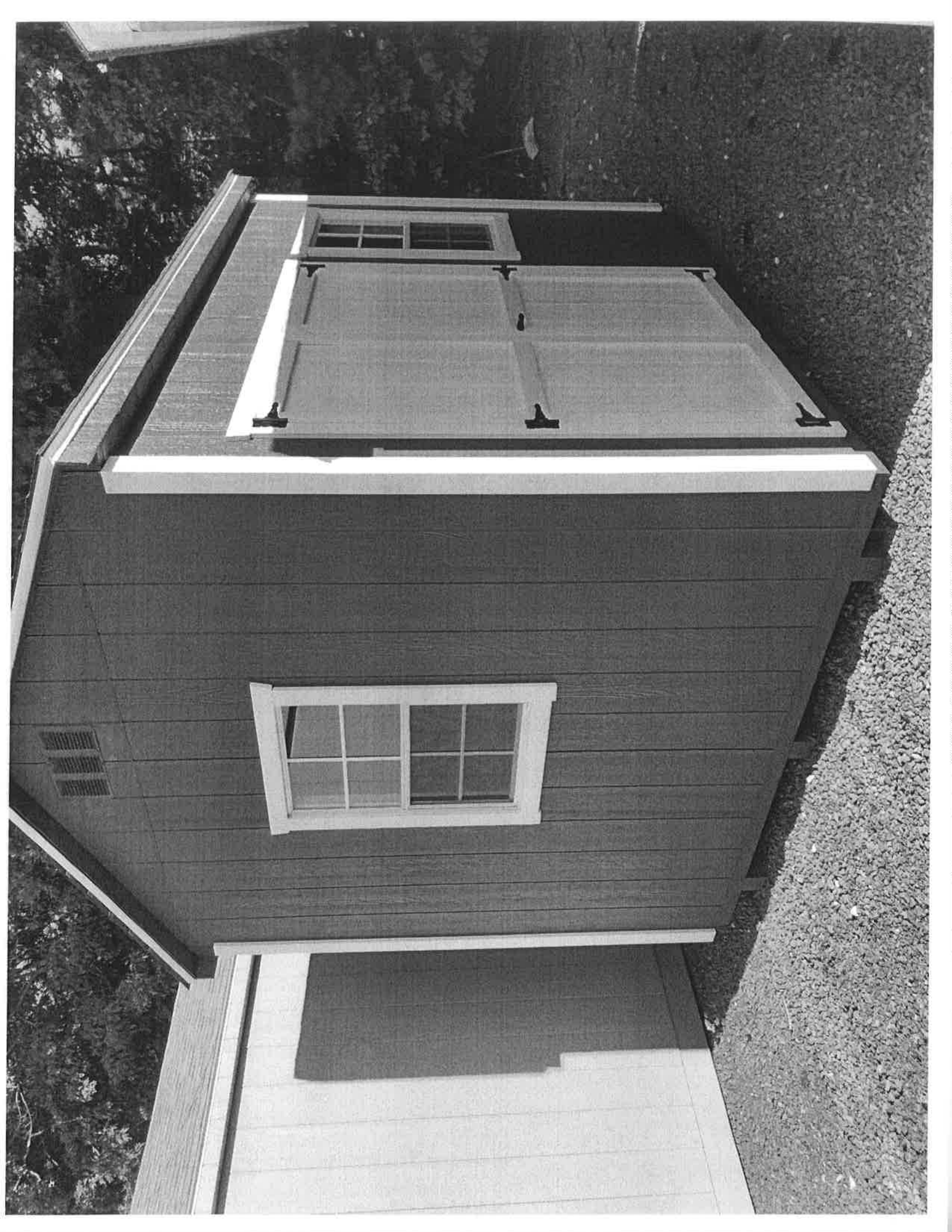
Vinyl over 1/2" CDX plywood - or 1/2" T-1-1 fastened with galvanized nails, exterior acrylic latex paint

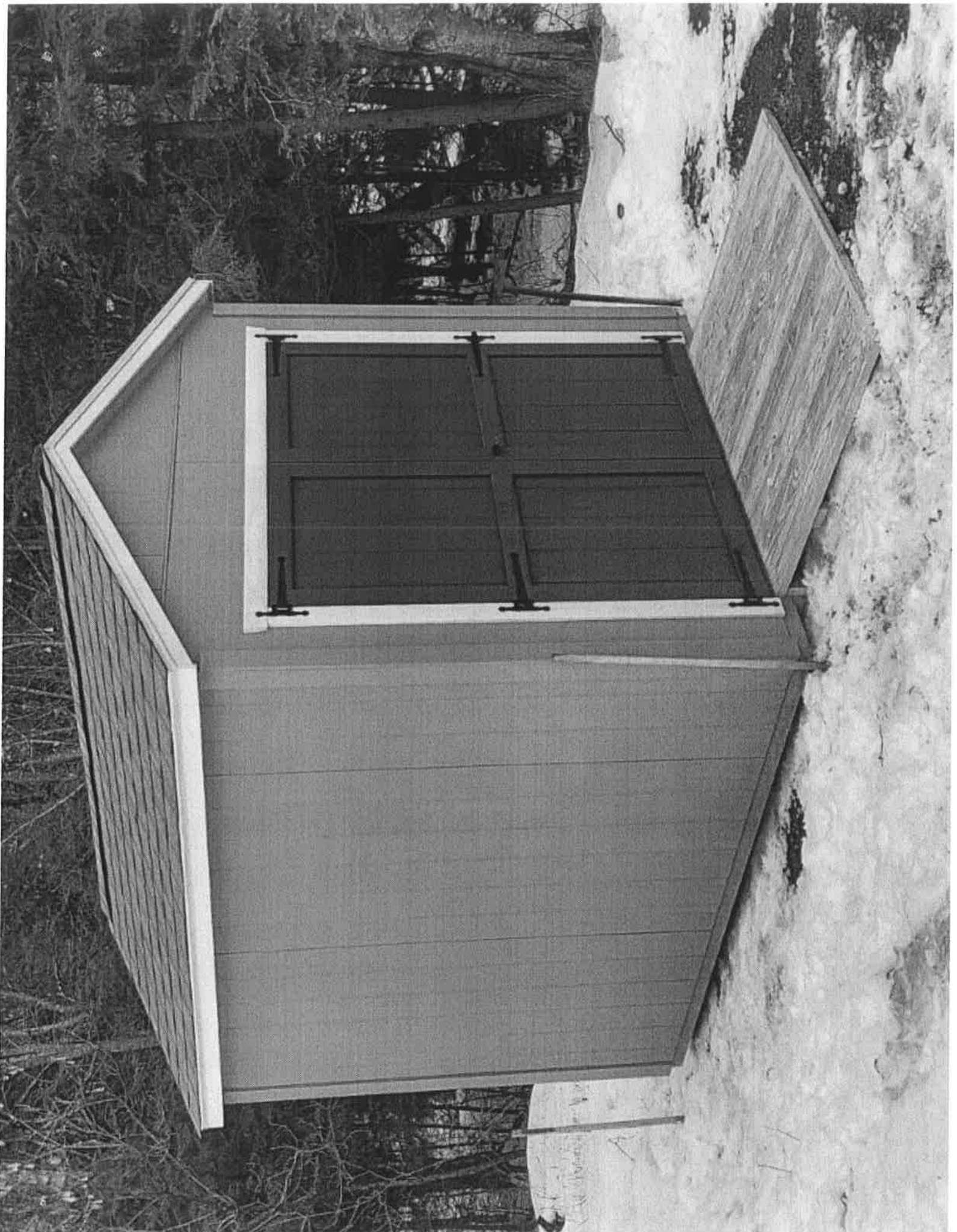
2" x 6" rafters, 16" on center with collar ties, 4' center.

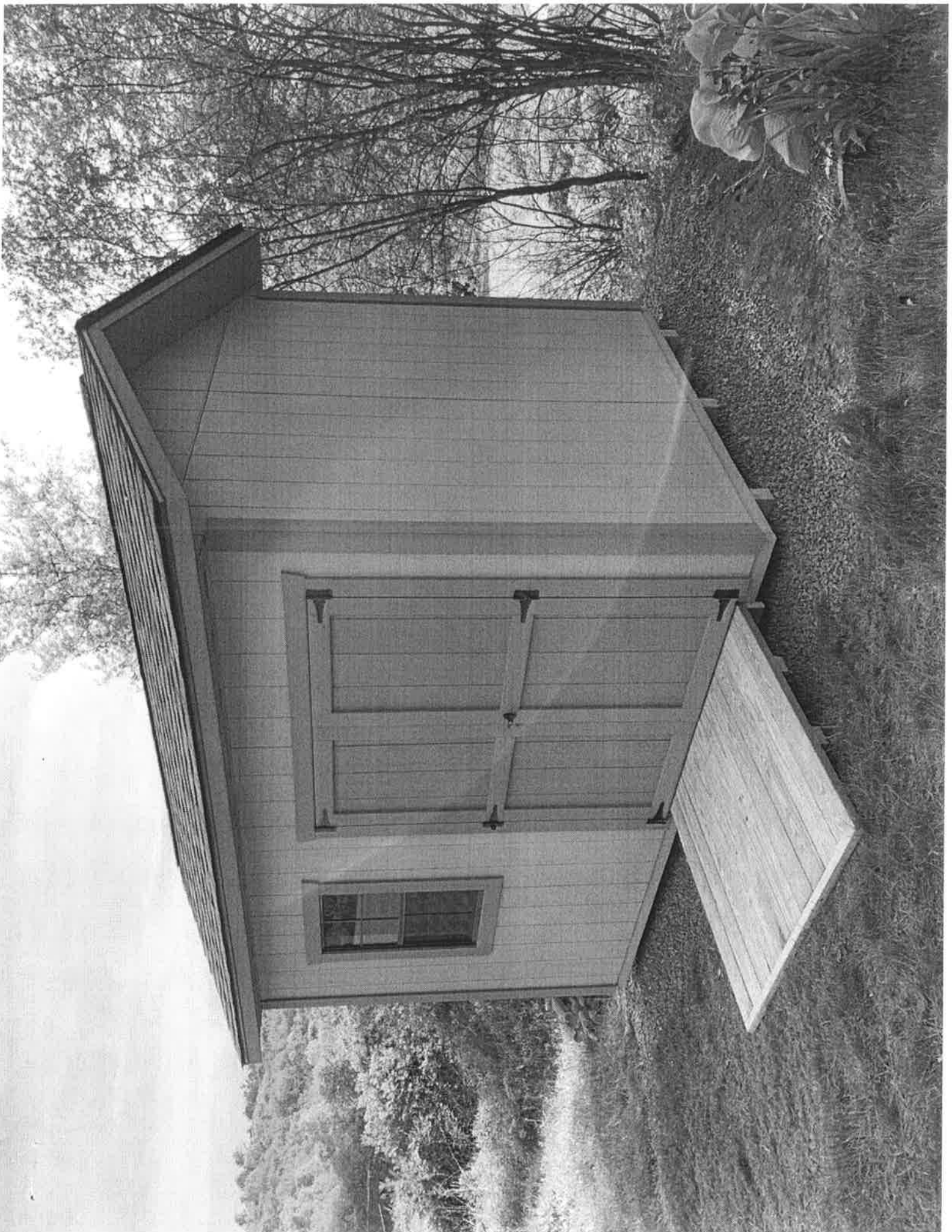
Ridge vent and soffit vents

Pressure-treated floor system, 4" x 4" rails, joists 12" on center with 3/4" plywood.





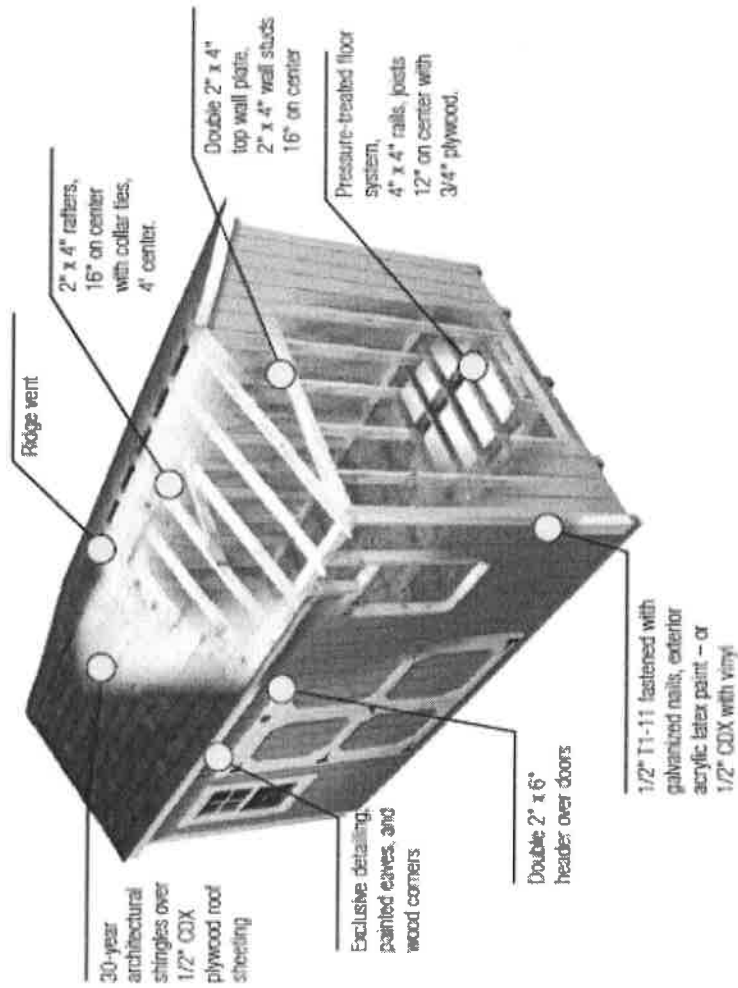


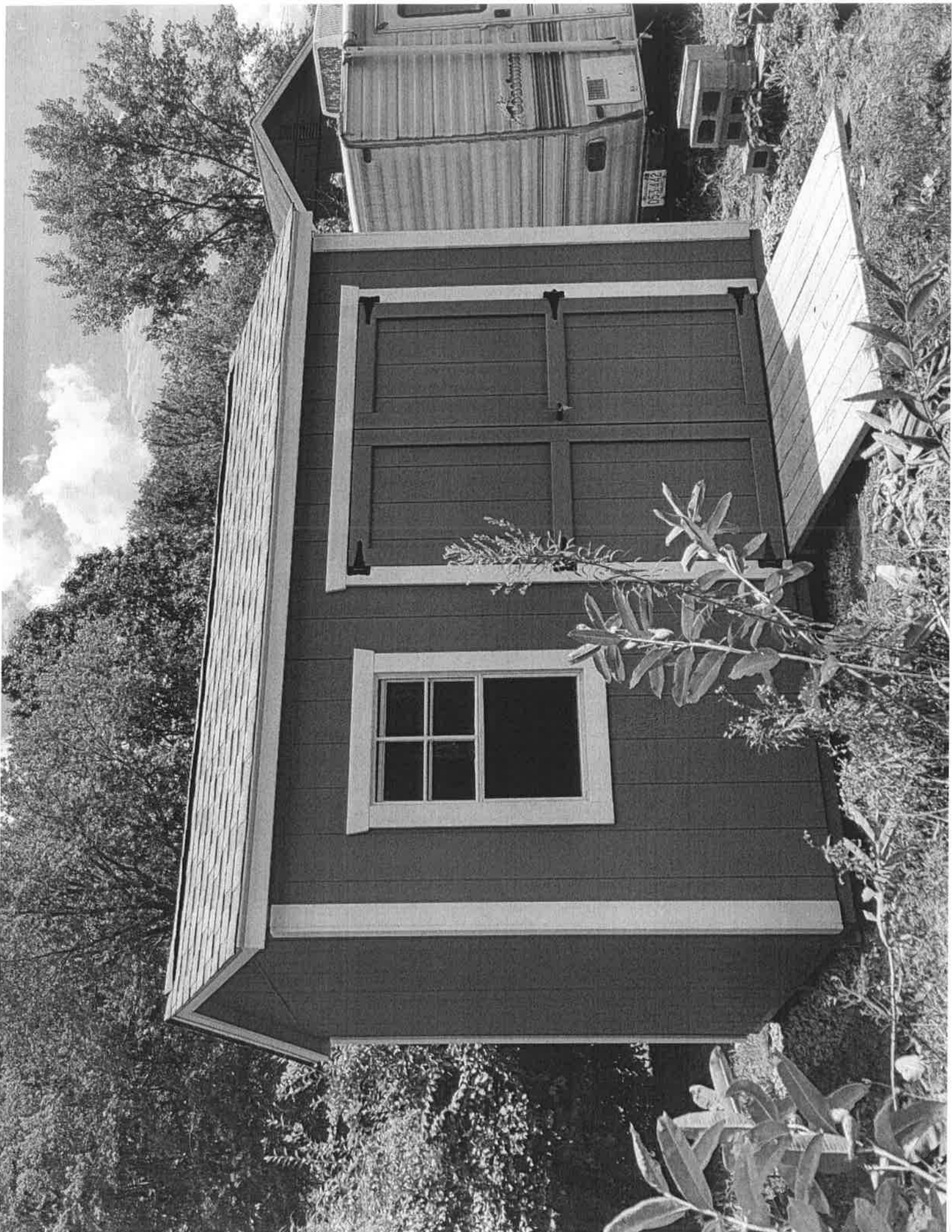


Features*

- (1) Double Door
- (2) 24" x 36" windows. Shufflers included for vinyl sheds.
- 2" x 4" rafters
- Minimal roof overhangs
- Treadplate at double doors

* Some exceptions apply. See pages 18-23 for details.





Town Administrator

From: Robert Jaye <Robert.Jaye@cabotrisk.com>
Sent: Thursday, February 13, 2025 11:14 AM
To: Town Administrator
Subject: [EXTERNAL] Town of Peru - Town Hall Valuation

Good morning,

Based on the Risk Manager Jordan Meyer's inspection report, we have determined that the Town of Peru's Town Hall is undervalued on the Schedule of Locations. Can you please let me know if the town would approve increasing its value on the schedule to \$2,381,450, which is the replacement cost based on the new valuation? This is based on a valuation of \$265 per square foot. It is currently valued at \$1,740,100. Let me know if you have any questions.

Thank you,

Robert Jaye | MIIA Account Manager
MIIA Member Services | 800-222-5963
(O) 781-939-6870
robert.jaye@cabotrisk.com

www.emiia.org

MIIA | Nonprofit
Locally based
Member driven
Serving Massachusetts communities since 1982

Member Sponsored Insurance Programs

www.cabotrisk.com

CABOT

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Part I	ADMINISTRATION OF THE GOVERNMENT
Title XII	EDUCATION
Chapter 71	PUBLIC SCHOOLS
Section 14D	REGIONAL SCHOOL DISTRICT PLANNING BOARD; AGREEMENT; APPROVAL OF INDEBTEDNESS

Section 14D. The agreement made under section fourteen B, or any amendment to such an agreement, may provide that the incurring of indebtedness by the district shall be approved by the registered voters in the member towns pursuant to the provisions of clause (n) of section sixteen. In any district for which the agreement does not so provide, the incurring of indebtedness shall be subject to disapproval by any member town pursuant to the provisions of clause (d) of said section sixteen. Notwithstanding the provisions of this section, the regional district school committee may, by vote of two-thirds of all its members, require that the approval of any particular authorized issue of indebtedness shall be by the registered voters of the member towns of the district pursuant to the provisions of clause (n) of section sixteen rather than pursuant to the provisions of clause (d) of said section sixteen.

Central Berkshire Regional School Committee
Regular Meeting

Thursday, July 25, 2019

A regular meeting of the Central Berkshire Regional School Committee, held at Nessacus Regional Middle School, Dalton, MA, on Thursday, July 25, 2019, was called to order by Chair Craft-Reiss at 7:00 p.m.

For the record, the chair does not vote unless noted.

Pledge of Allegiance

ROLL CALL

Present: Members DiFazio, DiTomasso, Emerson, Hinkley, Lacatell, Lattizzori, Paul, Peters, Tucker, Wagner and Chair Craft-Reiss.
Absent: Members Farley, Hagmaier, and Les.
Also Present: Superintendent Laurie Casna, Assistant Superintendent Melissa Falkowski, Municipal Representative John Bartels, Recording Secretary Gregory Boino and Members of the Audience.

Chair Craft-Reiss stated the meeting was being both audio and video recorded and asked if there were anyone recording the meeting they inform her now.

ARTICLE 11931 RESPONSES FROM THE AUDIENCE

None.

Chair Craft-Reiss asked if a few items could be moved up on the agenda as people were here to present. Seeing no objections, Chair Craft-Reiss welcomed the Design Team from DRA to the floor.

- A. Others
 - 1. Wahconah Building Project
 - a. Report
 - b. Approval of Submission of Design Development Package to MSBA

Superintendent Casna introduced Karl and Vlad from DRA, as well as Steve Killian from BARR and BARR, the construction firm recently chosen.

Member Peters noted that the Building Committee met earlier tonight. He also stated that some motions were going to be brought forward tonight regarding the budget and ways the district will try to reduce the burden on the towns.

Karl and Vlad went through a PowerPoint Presentation that is attached to the official minutes. During the presentation the Design Team outlined the Design Development Binder, Design Development Project Manual Design Development Drawings, and presented the site and floor plans.

It was noted that the total project is still in the same, \$72,721,107. But the construction cost has decreased to \$59,402,241 instead of \$59,585,030.

It was noted that the target completion of the building is August 2021 and the site work to be completed in the spring of 2022.

Member Peters added that the square footage of the new building is in line with MSBA.

Steve Killian, from BARR and BARR stated that he has been with the company for 22 years. He stated that the schedule is aggressive but he believes the company can follow it.

Member Peters noted that due to declining population, the new school is being built to hold 80% of current population. This is a requirement for MSBA.

MOVED BY MEMBER PETERS, SECONDED BY MEMBER LACATELL

That the Central Berkshire Regional School Committee approves the submission of Design Development Package to the Massachusetts School Building Authority, as recommended by the Wahconah School Building Committee.

Ayes: Ten members.
Nays: None.
Abstentions: None.
Motion carried unanimously.

c. Executive Session – Litigation

MOVED BY MEMBER PETERS, SECONDED BY MEMBER WAGNER

That the Central Berkshire Regional School Committee goes into executive session at 7:27 p.m. in accordance with MGL Chapter 30A Section 21 (a) (3) to discuss strategy in preparation for litigation, for which the chair has declared an executive session is necessary to protect the bargaining position of the Committee and to (reconvene in open session at the conclusion of the executive session.

ROLL CALL

Ayes: Members DiFazio, DiTomasso, Emerson, Hinkley, Lacatell, Lattizzori, Paul, Peters, Tucker, Wagner and Chair Craft-Reiss.
Nays: None.
Abstentions: None.
Motion carried unanimously.

The committee reconvened at 7:58 p.m.

d. Votes on Litigation

Member Peters noted that there have been many discussions with the towns. Last night Hinsdale voted to drop litigation, contingent on the committee passing the following two motions.

MOVED BY MEMBER PETERS, SECONDED BY MEMBER WAGNER

That based upon concerns raised over the processes utilized regarding the April 6, 2019, vote for the incurring of debt for the new Wahconah High School, that the School Committee shall propose an amendment to Section X of the CBRSD Agreement by adding the following language to such Section:

In the incurrence of debt, the School Committee is bound to solely utilize the provisions of G.L. c. 71, §16(d) and may not utilize the provisions of G.L. c. 71, §16(n). Nor may the School Committee utilize the provisions of the final sentence of G.L. c. 71, §14D to bypass the use of G.L. c. 71, §16(d).

And further, that the CBRSD School Committee will make decisions using the standing regional agreement until such time as three-quarters of all member Towns agree to and approve a revision at a Town Meeting, in accordance with Section VI of the present agreement.

I further move that the School Committee present the above amendment to the member towns for consideration by their respective Select Boards.

I further move that the School Committee shall present the above amendment, as may be further amended to carry out the purposes of this Motion, to the member towns for inclusion on their respective 2020 Annual Town Meeting warrants pursuant to Section VI of the present Agreement.

Ayes: Seven members.

Nays: Members Lattizzori, Tucker and Wagner.

Abstentions: None.

Motion carried.

MOVED BY MEMBER PETERS, SECONDED BY MEMBER DITOMASSO

That based on the feedback this School Committee and the Superintendent have heard, particularly from our smaller Town constituents worried about the cost of the new Wahconah School to the tax payers of the district, who have and continue to support the local school system, that this Committee, the Superintendent and staff, and the Wahconah Building Committee members will do everything possible during the “value-engineering” phase of the design-build to make all decisions with special attention to integrity of building, as they look for comparable construction methods and materials that might reduce the overall costs in good faith, with the best of intentions, and for the greater welfare of our district.

Ayes: Ten members.

Nays: None.

Abstentions: None.

Motion carried unanimously.

ARTICLE 11932 STUDENT AFFAIRS

- A. Student Reports
 - 1. High School Representative

None.

- B. Other

ARTICLE 11933 SECRETARY’S REPORT

- A. Minutes of the Regular Meeting of June 27, 2019

MOVED BY MEMBER DITOMASSO, SECONDED BY MEMBER EMERSON

To approve the minutes of the regular meeting of June 27, 2019 as printed.

Ayes: Ten members.

Nays: None.

Abstentions: None.

Motion carried unanimously.

ARTICLE 11934 FINANCIAL REPORT

- A. Warrants

MOVED BY MEMBER LACATELL, SECONDED BY MEMBER WAGNER



TOWN HALL | 39 SOUTH STREET | HINSDALE, MA | 01235 | 413-655-2300

SELECT BOARD MEETING MINUTES July 24, 2019 at 7pm

Town Hall-Community Room - Downstairs

posted 11:45am on 6/18/2019

7:00 PM Vivian open meeting, asked if anyone was recording besides us, and if everyone could turn off their phones. Pledge of Allegiance was recited.

Rich made a motion to approve July 10, 2019 Meeting Minutes as written, Ray seconded, all those in favor said Aye. Ray made a motion to approve and release the Executive Session minutes of July 8, 2019 as written, Rich seconded, all those in favor said Aye.

Bob Graves, TA said the sale of the Plunkett Lake Beach property has been signed and recorded at Registry of Deeds. The Council on Aging is working to gather a mailing list and starting a computerized newsletter. New LED lighting has been replaced this week by Earthlight, which should save the Town money after we pay for the initial cost. Lynne and I have been speaking to vendors about obtaining a new copier with scanning for document retention, narrowed down to 2 out of 3 vendors. We need to save the backup of all our documents here on site, working with IT to make sure we have enough room on the server. Ray and I met with Kathy Stevens, former DOT Chapter 90 expertise on grant writing. She has given great feedback before sending the grant application in next Monday. Assessors have reported that Vision Software is up and running. We are waiting to see how that improves things for the assessors' office and Hinsdale residents. The backup to the server will happen automatically, not manually.

Vivian read the recommendation from the Planning Board to approve the Park Avenue Solar Extension to May 9, 2021, and Ray made a motion to, Rich seconded, all those in favor said Aye.

The names of the interested residents for the Plunkett Lake Beach Committee were read aloud - Marlene DeAngelus, Paula Walczyk, Sara Paul, Joseph Horton, Linda Yarmi, and Jim Ouimette. Vivian asked for a motion was made to appoint Paula Walczyk to the beach committee, Ray made the motion, Rich seconded, all said Aye.

Rich Peters spoke regarding the CBRSD and school committee's decision to accept the Motions as presented by the Town of Hinsdale to the School board. He requests a change in the way the language is written. Suggesting we do not want to use the voting process of 16(d) for all future voting, instead of using 16(n). We need a compromise.

Bob suggested we add another phrase that says we will go with 16(d) until all the towns agree on a new process. We want to be sure that what we asked for cannot be undone until all the seven towns agree. Rich Peters said Hinsdale alone cannot change the Charter for the CBRSD agreement. Rules must be agreed upon by all the towns. Yet 16(d) has worked for capital projects for 60 years. It is not simply about using 16(d) or 16(n) it is about School Committee acknowledging and recognizing by stating that they won't do this again. So the towns see good

faith. Then rewriting it makes sense. The school committee can take affirmative action that basically says, we get it, and we are willing to make the change. There is a lot of room to tighten up the rules so they make more sense for the current day.

Approval would be contingent on two issues: 1) our lawyer endorsing the language change and the school committee taking the action tomorrow night. To use 16(d) until such time as the district and the towns will give the final ultimate approval. One town can cancel the whole project. Mass Laws have many options on votes from A – N. 16(n) if the school committee endorsed it, by using this as a majority vote for the feasibility study and the school building vote. Only some communities have used this option, as a majority. Originally it was written to protect a region, so that everyone had a say if you didn't have regulations, we want to go back to 16(d) or something new.

Rich makes a motion that we inform our counsel from the Wahconah School matter, Mead, Talerman & Costa, that the town plans to withdraw our legal challenge to the April 6 school vote, provided that the CBRSD passes as written the two motions we have shared with CBRSD chair at their July 25, 2019 school committee meeting and has been approved by last night's amendment. The two motions are listed below. Hinsdale's withdrawal from this legal challenge is contingent on the School Committee's action.

Motion I

I make a motion, based upon concerns raised over the processes utilized regarding the April 6, 2019, vote for the incurring of debt for the new Wahconah High School, that the School Committee shall propose an amendment to Section X of the CBRSD Agreement by adding the following language to such Section:

In the incurrence of debt, the School Committee is bound to solely utilize the provisions of G.L. c. 71, §16(d) and may not utilize the provisions of G.L. c. 71, §16(n). Nor may the School Committee utilize the provisions of the final sentence of G.L. c. 71, §14D to bypass the use of G.L. c. 71, §16(d)¹ until such time, the district and towns represented agree on new by-laws.

I further move that the School Committee present the above amendment to the member towns for inclusion on their respective 2020 Annual Town Meeting warrants.

Motion II

I make a motion, based on the feedback this School Committee and the Superintendent have heard, particularly from our smaller Town constituents worried about the cost of the new Wahconah School to the tax payers of the district, who have and continue to support

¹ For more information on the specific State Law, see Mass General Law, Part I, Title XII, Section 16 (d), attached.

the local school system, that this Committee, the Superintendent and staff, and the Wahconah Building Committee members will do everything possible during the “value-engineering” phase of the design-build to make all decisions with special attention to integrity of building, as they look for comparable construction methods and materials that might reduce the overall costs in good faith, with the best of intentions, and for the greater welfare of our district.

Ray seconded, Viv said Aye and noted this has not been an easy process.

Viv announced the Mission and Vision manual is completed. Copies are available at the library, Town Hall, and online.

Viv made a motion to adjourn the meeting at 7:36 p.m. Ray seconded, all said Aye.

Respectfully submitted,
Lynne Baumgartner

Peru, MA

3 East Main Road
Peru, MA 01235

PROPOSAL

Date: 3/17/2025

Susan Koziara
Ph: 413-655-8312
assessors@townofperuma.com

Jeff Leone
(781) 476-2035
jeff.leone@catalisgov.com

1. Scope of Agreement

In consideration of the compensation set forth herein, the COMPANY agrees to provide the following services in compliance with the Massachusetts Department of Revenue regulations, as they currently exist:

A. Certification – Fiscal Year 2026:

1. Provide an on-site update of the progress of all building permits and will make the necessary changes to the property record cards. Catalis will enter all changes into the AssessPRO System.
2. Analyze and evaluate the data on those improved parcels located throughout the Town that have sold in Calendar Years 2023 to 2025. The purpose of this analysis is to validate arm's-length sales and inventory status as of date of sale.
3. Analyze all vacant land sales that occurred during calendar years 2023 to 2025.
4. In the event that there are not enough valid land sales to help determine the value of land as of January 1, 2025, then development of land residuals to conform to any Department of Revenue requirements will be provided.
5. Analyze all available income and expense statements for the purpose of applying the income approach to the Commercial and Industrial properties. A minimum of two (2) approaches to value will be utilized on the Commercial and Industrial property where applicable.
6. Adjust all value tables, depreciation tables, land tables, and any other requirements of the system, to insure equitable assessments on all Real and Taxable Personal Property for fiscal year 2026.

7. Field review Real Property for valuation consistency and make the necessary property valuation changes to reflect the following: location, quality of construction, condition of improvements, depreciation, or any other obvious physical changes not previously recorded.
8. Generate all required spreadsheets, reports, or other documentation necessary for the "Certification" by the Massachusetts Department of Revenue for the valuation date of January 1, 2025.
9. Complete all the above on or before October 1, 2025.

B. Taxable Personal Property for Fiscal Years 2026, 2027 and 2028

1. Analyze the Forms of List returned by the owners of the existing Taxable Personal Property and validate the information by reviewing the data in the Personal Property system and making the necessary changes to the tax base.
2. Review the telecommunication and gas line companies listing submitted by the Department of Revenue and update the taxable inventory accordingly.
3. Manually research local phone book and business listings for verification of existing and potentially new Taxable Personal Property accounts.
4. All potentially new Taxable Personal Property accounts will be visited for determination of taxability status each fiscal year.
5. All new Taxable Personal Property accounts discovered will be listed, priced and added to the tax base each fiscal year.
6. All businesses determined to be exempt from taxation during the discovery program will be entered into the Personal Property system for future reference.
7. If the MUNICIPALITY requires additional Personal Property inspections of the existing accounts, quotes will be provided upon requests.

C. Interim Year Valuation Adjustments - Fiscal Years 2027 and 2028:

1. Provide an on-site update of the progress of all building permits and will make the necessary changes to the property record cards. Catalis will data enter all changes into the AssessPRO System.
2. Analyze and evaluate the data on those improved parcels located throughout the Town that have sold in the previous year and are pertinent for each of the "Interim Year" valuation adjustments. The purpose of this analysis is to validate arm's-length sales and inventory status as of date of sale for proper analysis and calculation table adjustments.

3. Analyze all applicable vacant land sales.
4. Analyze all available income and expense statements for the purpose of adjusting, if necessary, the income approach on all Commercial and Industrial Properties where applicable.
5. Adjust all value tables, depreciation tables, land tables, and any other requirements of the system (LA-15) to insure equitable "Interim Year" valuation adjustments on all Real Property for fiscal years 2027 and 2028.
6. Generate all required documentation necessary to support the "Interim Year" valuation adjustments" of the Real property in compliance with the Massachusetts Department of Revenue regulations, as they currently exist.

2. **General Conditions:**

1. The COMPANY will meet and work with the Chief Assessor as necessary in gathering, analyzing, and inputting data.
2. The COMPANY will be responsible for the data entry of all changes to residential property and Personal Property record cards, including the annual Income and Expense statements and Forms of List returned by the Commercial, Industrial and Personal property owners.
3. The MUNICIPALITY will be responsible for all mailings and postage.
4. The services shall be rendered for a contract period of 36 months, beginning on July 1, 2025, and ending on June 30, 2028. Dates may be changed by mutual written agreement between the MUNICIPALITY and the COMPANY.
5. The COMPANY's work will reflect a complete knowledge of the requirements of the Commissioner of Revenue for "Certification", "Interim Year" valuation adjustments and Massachusetts laws, whether of statutory or judicial origin, and any other law or regulation relating to property tax assessment administration.
6. 504 Valuations are not included in this project and will be quoted separately upon request.

3. Compensation

In consideration of the services to be performed by the COMPANY, the MUNICIPALITY shall pay the COMPANY the following amount:

**Seventy-Five Thousand Dollars
\$75,000.00**

Level funded over (3) fiscal years

FY2026: \$25,000.00

FY2027: \$25,000.00

FY2028: \$25,000.00

Optional/Additional:

- **ATB: \$3,500.00 per day**
- **504 Valuations: \$2,000.00 per account**



BRPC
Berkshire Regional Planning Commission

1 Fenn Street, Suite 201
Pittsfield, MA 01201
T: (413) 442-1521 · F: (413) 442-1523
TTY: 771 or (800) 439-2370
berkshireplanning.org

Agreement By and Between

The Town of Peru

and Berkshire Regional Planning Commission

THIS AGREEMENT made as of the 17th day of March, 2025, 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 OF PERU has entered into an Agreement with the Berkshire Regional Planning Commission to conduct Procurement Services (the "Project").

WHEREAS, professional services relating to the implementation of the Project are sought to assist the TOWN OF PERU 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 or reporting requirement by the Highway Superintendent.
5. **TIME OF PERFORMANCE:** The services of the COMMISSION are to commence on or about March 17, 2025, and shall be undertaken and completed in sequence as to assure their expeditious completion. All services required hereunder shall be completed no later than May 31, 2025.
6. **COMPENSATION:** The TOWN will pay the COMMISSION a total fee in amount not to exceed \$2,975.00, based on a mutually agreed upon invoice procedure.
7. **AVAILABILITY OF FUNDS:** The compensation provided by this agreement is subject to the continued availability of funds for the procurement services, and to the continued eligibility of the Commonwealth and the TOWN to receive such funds.
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: _____
Justin Russell
Highway SuperIntendent, Town of Peru

Date: _____

COMMISSION:

By: _____
Thomas Matuszko
Executive Director

Date: _____

**Attachment B
Payment Schedule**

The TOWN will be billed monthly by the COMMISSION for actual hours spent by the assigned COMMISSION staff in providing the planning services required. The assigned COMMISSION planner is Rebecca Slick. The COMMISSION will account for time spent in the service of the TOWN in a mutually agreed to manner. This accounting will be included with all invoices to the TOWN. Payment for the COMMISSION planner will be based on the actual salary plus the applied overhead rate. Salary plus the applied overhead rate is estimated as follows:

Rebecca Slick, Senior Planner \$85.00 per hour

The maximum hourly rate to the TOWN will not exceed \$85/hour.

The total cost to the TOWN shall not exceed \$2,975.00.

Payment is due within 30 days of receipt of an invoice.

For BRPC Use Only

Agreement Reviewed by Office Manager_____ Finance_____ Dpt# Name_____