

**PERU BOARD OF SELECTMEN / FINANCE COMMITTEE MEETING**  
**Town Hall Meeting Room, 3 EAST MAIN RD**  
**Monday, April 28, 2025 @ 6:00pm**

1. Call to order
2. Selectboard Roll Call
3. Finance Committee Roll Call
4. State recording status
5. Pledge Alliance to the Flag
6. Review and Approve Meeting Minutes for Selectboard 4-14-2025 and 4-7-25 Selectboard / Finance Committee joint meeting
7. Update of Departments
8. Review Municipal Vulnerability Preparedness program grant with Emma Sass
9. Discussion possible vote on FY 2026 Budget
10. Discussion and possible vote to designate the Finance Committee and Transfer Attendants "Special Municipal Employee Positions".
11. Discussion and possible vote on Chapter 61- Right of First Refusal
12. Discussion and possible vote on Grant award letter from Executive Office of Public Safety and Security / Department of Fire Services
13. Discussion and possible vote on Public Hearing notice for Mass Works Grant application
14. Discussion on and vote on contract for Accounting Services for FY26, FY27 and FY28
15. Discussion and vote contract for Town of Washinton transportation services
16. Public Input
17. Review and Approve accounts payable, Treasury Warrants, Payroll Warrants
18. Adjourn

The list of matters are those reasonably anticipated by the Board which may be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

Official posting: Peru Town website: [www.townofperuma.com](http://www.townofperuma.com)

Verne Leach , Select Board Chair

Posted April 24, 2025 @ 4:45 pm

*Kim A Leach*

Town Clerk

TOWN HALL 3 EAST MAIN ROAD PERU, MA 01235

**SELECT BOARD MEETING / FINANCE COMMITTEE MEETING: APRIL 28, 2025 @**

**6:00 P.M.**

Town Hall Meeting Room

Verne Leach, Chairman  
Ed Munch, Selectman  
Sam Haupt, Selectman/ Fin Com  
Terry Walker, Recording Secretary  
Bruce Cullett, Fin Com Chairman  
Paul Hickling, Finance Committee  
Doug Haskins, Finance Committee  
Justin Russell, Highway Superintendent

Public Attendees: Emma Sass, Connor Pularo

**Item 1: Call to order:** Selectman Leach called the meeting to order at 6:00 P.M.

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

**Item 3: Finance Committee Roll Call:** Chairman Fin Com- Cullett present, Paul Hickling-Fin Com present, Robin Wadsworth- Fin Com absent, Doug Haskins-Fin Com present, Sam Haupt Fin Com present

**Item 4: State Recording status:** TA Walker recording, Selectman Leach recording for personal reasons under exemption E.

**Item 5: Pledge of Allegiance to the Flag:** Led by Selectman Leach.

**Item 6: Review and Approve BOS Meeting Minutes for 4/14/2025 and 4/7/2025 Selectboard/Finance Committee joint meeting:** Selectman Leach motion to approve 4/14/2025 minutes pending changes, Selectman Munch second, 3-0  
Selectman Leach motion to approve 4/7/2025 minutes pending changes, Selectman Munch second, 2-0  
Selectman Haupt abstain.

Fin Com Chairman Cullett motion to approve 4/7/2025 minutes pending changes, Fin Com member Haupt second, 4-0.

**Item 7: Update of Departments:**

**Police Department:**

Chief Cullett mentioned that on Wednesday, 4/30/2025 Guardian Energy will begin weatherization (spray foam insulation) at the town hall, fire house and highway department.

The Skid unit for the UTV has not been shipped.

On May 10<sup>th</sup> the biannual firearms and qualifications event will be held in Peru on 17 Curtin Road. It was noted that the public will be notified of the noise.

**Feasibility Study Committee:**

Bruce Cullett mentioned that Austin Design will be meeting with the committee with an update, and they are working on a date.

**Highway Department:**

Highway Superintendent Russell mentioned that he will be spending this Thursday in Middlefield for culvert replacement training.

Justin mentioned that they have finished sweeping the roads, they are now patching and grading roads.

One of the plow trucks sank at the transfer station when an old septic tank collapsed. The tank was pumped and filled with stone. The truck was not damaged. The town will be receiving a bill for \$400.00 for pumping the old septic tank. Selectman Leach asked Highway Superintendent Russell how he should respond to the work being done in the ditches at Sunrise Village. Highway Superintendent Russell stated that the letter stated that he was the point of contact, and anyone should direct the questions to the Highway Superintendent. TA Walker mentioned that all abutters on the roads in question had been notified by certified mail.

**Parks and Rec:**

Doug Haskins is concerned about the water on the ballfield and wonders if it should be blacktopped. Doug was asked to come to another meeting to discuss the basketball court. Doug mentioned that he will be setting up the ballfield the first or second week in June.

**Town Administrator:**

TA Walker mentioned that the town has received a \$1,995.00 check from Auctions International for the ambulance and the purchaser's picked up the ambulance on 4/20/2025.

TA Walker is asking the BOS to allow Kim Leach permission to assist in preparing the Annual Report. TA Walker emailed all departments and set a deadline of April 4<sup>th</sup> for reports from all department heads. As of today, April 28<sup>th</sup>, she has received 4 reports and there isn't adequate time to hire Courier Printing to have the annual reports printed. TA Walker also mentioned that she had dedicated the month of April to collate and have annual reports completed. She is now tied up the entire month of May with a million-dollar MassWorks grant which is due on June 4<sup>th</sup> plus a \$25,000 Woodlands Partnership grant which is due on May 15<sup>th</sup>. She feels that submitting these grants is now her priority. She will assist Kim Leach in any way she can and there is adequate funding in the FY25 budget to pay Kim Leach. Selectman Leach recused himself from the discussion, Selectman Haupt motion to utilize Kim Leach in preparing the annual report, Selectman Munch second, 2-0, Selectman Leach recused himself.

TA Walker was approached by Bonny DiTomasso and Bonny is volunteering to assist any department that needs her assistance. She mentioned that she is capable of filing, and any office work that is needed. Chief Cullett mentioned that he could utilize her services. TA Walker mentioned that there are boxes from prior Town Administrators that need to be sorted and filed. The BOS is in agreement that any department can use Bonny DiTomasso's services to perform office duties not including confidential records.

At the last meeting, the BOS was not clear if town officials would be reimbursed for mileage when attending meetings and conferences. TA Walker researched past conferences, and the town did pay officers mileage as well as lodging for meetings and conferences. Selectman Munch motion to pay lodging and mileage for training and conferences. The BOS were in agreement that town officials would be paid for lodging and mileage when attending conferences and meetings.

**Item 8: Review Municipal Vulnerability Preparedness program grant with Emma Sass:** Emma Sass reported that these grants were created in 2017 and focused on climate resilience. The Town of Peru received a grant in 2023 and this needs to be extended until June 2026 because the funds were not utilized. There are town components a planning grant then an action grant. Peru needs to hire a vendor to complete the planning component. If the town has an interest, the grant can be extended until June 2026. Once the town has a plan, then more funding can be acquired. Selectman Haupt is on the executive committee for BRPC and is happy to be the point person. The BOS agreed to extend the grant program and TA Walker was given permission to sign the contract.

**Item 9: Discussion possible vote on FY26 Budget:**

**Police Department budget:**

Bruce Cullett presented his police budget to the Selectman and Bruce recused himself from the Finance Committee. Sam Haupt is voting as a Fin Com member.

Police Revolving account \$1,000, BOS supports- Leach motion, Munch second, 2-0

Police Chief Salary Munch motion, Leach second 2-0, fin Com Hickling motion, Haupt second, 2-1 Haskins oppose.

**CBRSD Capital** increased by 36%: Fin Com member Haupt asked for an explanation. This increase was due to retiree benefits, health insurance and 4 additional students.

Health Department increased by \$1,500 per year for the elimination of Hogweed.

Compactor Attendants: Fin Com member Haupt motion to increase two wages to \$17.00 per hour and one to \$18.00 per hour, Fin Com member Hickling second, 4-0

COA Director Salary increased to \$4,200, motion Leach, Munch second, 2-0, Fin Com Chairman Cullett motion, Hickling second 4-0

Cemetery Sextant increased to \$750.00, Fin Com Haupt motion, Hickling second 4-0. BOS Leach motion, Munch second 2-0

Town Building maintenance person \$6,000, Building Maintenance \$12,000. All in agreement

**FREE CASH CERTIFIED: \$258,066**

**STM-4/23/2025 \$ 43,180.85**

**Balance In Free Cash \$214,885.15**

**WISH LIST:**

- Snow Roads \$40,000
- Reserve fund \$10,000
- Computer upgrade \$4,800
- Plow \$5,200
- Truck \$50,000
- FD 3 radios \$15,000
- Reduce tax rate \$50,000 Fin Com Haupt, Chairman Cullett 4-0, BOS motion Munch, Leach second, 2-0

**2025 Freightliner for the Highway Department: \$309,000**

Free Cash \$50,000

Future Equipment \$100,000

Chapter 90 \$150,000

The remaining \$9,000 is yet to be determined.

**Highway Superintendent presented Salt Shed quotes for the roof:**

- Titan Roofing very detailed \$26,700
- Home Decorators, no detail, no prevailing wage, not a roofing company: \$25,905
- JSMegal Roofing & Gutters \$39,000 or \$49,000
- Superintendent Russell recommended Titan Roofing.

**Fin Com Chairman Cullett motion to close fin com meeting at 8:40 p.m. Fin Com member Hickling second, 4-0**

Next Joint meeting, Monday, 5/5/2025

**Item 10: Discussion and Possible Vote to designate the Finance attendants are on other boards.** Selectman Munch motion to designate Finance Committee members and Transfer Attendants as "Special Municipal Employees, Selectman Leach second, 3-0

**Item 11: Discussion and Possible Vote on Chapter 61-Right of First Refusal:** Waiver of Right of First Refusal is owned by Connor Pularo Parcel ID 021.0-0000-0012.0 on Strong Road. The owner is requesting the parcel be removed from Chapter 61. Selectman Leach motion to give up right of first refusal, Selectman Munch second, 3-0.

**Item 12: Discussion and possible vote on Grant award letter from Executive Office of Public Safety and Security/Department of Fire Services:** Signed by Chairman Leach.

**Item 13: Discussion and possible vote on Public Hearing notice for MassWorks Grant application:** N/A

**Item 14: Discussion and possible vote on contract for Accounting Services for FY26, FY27, and FY28:** Selectman Leach motion to approve Eric Kinsharf, Accounting contract, Selectman Munch second, 3-0. BOS gave TA Walker permission to sign the contract.

**Item 15: Discussion and vote on contract for Town of Washington transportation services:** Selectman Munch motion to ratify the contract with the Town of Washington which had been signed by TA Walker, Selectman Leach second, 3-0.

**Item 16: Public Input:** N/A

**Item 17: Review and Approve Accounts Payable, Treasury Warrant and Payroll Warrant:** V22-2025

**Item 18: Adjourn:** Selectman Leach motion to adjourn, Selectman Haupt second, 3-0, The 4/28/2025 meeting adjourned a 9:04 P.M.

**Articles used:**

Minutes 4/14/2025, 4/7/2025  
V22-2005  
FY26 Worksheet  
Copy of Check Auctions International  
Municipal Vulnerability Preparedness Grant Contract  
Police Budget  
STM articles voted from Free Cash  
Salt Shed quotes  
Waiver of Right of First Refusal  
Grant Executive office of Public Safety & Security/DFS \$10,500  
Accounting Contract, Eric Kinsharf  
Contract with the Town of Washington transportation services

*Respectfully submitted:*

*Terry Walker*

*Recording Secretary*

Verne Leach, Chairperson



Samuel Haupt, Selectman

*Samuel Haupt*

Edward Munch, Selectman

Edward Munch

Date Approved: 5/5/25

Bruce Cullett, Chairman Finance Committee

*Bruce Cullett*

Doug Haskins, Fin Com

*Doug Haskins*

Samuel Haupt, Fin Com

*Samuel Haupt*

Paul Hickling, Fin Com

\_\_\_\_\_

Robin Wadsworth, Fin Com

\_\_\_\_\_

Date Approved: 5/5/25

RECEIVED

MAY 05 2025

*Kim Leach*  
TOWN CLERK  
TOWN OF PERU

Line Item Number	Budget Item	FY 23 Allocation	FY 24 Allocation	FY 25 Proposed	FY 26 Proposed	Increase/(Decrease)	% change
10111.00	Legal	\$ 9,000.00	\$ 9,000.00	\$ 9,900.00	\$ 9,000.00	\$ (900.00)	-9%
10122.00	Town Administrator	\$ 30,000.00	\$ 30,900.00	\$ 35,000.00	\$ 40,000.00	\$ 5,000.00	14%
10122.01	Selectmen's Salary	\$ 10,413.00	\$ 10,725.00	\$ 11,046.75	\$ 11,378.15	\$ 331.40	3%
10122.02	Selectmen Expenses	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,500.00	\$ (500.00)	-20%
10122.06	Recording Secretary	\$ 9,100.00	\$ 5,500.00	\$ 5,000.00	\$ 5,150.00	\$ (150.00)	3%
10123.00	Continuing Ed	\$ 6,530.00	\$ 6,530.00	\$ 3,000.00	\$ 3,000.00	\$ (3,000.00)	-100%
10124.00	IT	\$ 19,000.00	\$ 24,500.00	\$ 24,000.00	\$ 21,000.00	\$ (24,000.00)	-100%
10124.02	Website	\$ 1,930.00	\$ 1,930.00	\$ 1,930.00	\$ 3,000.00	\$ (1,070.00)	55%
10135.00	Accountant Services	\$ -	\$ 31,800.00	\$ 31,800.00	\$ 31,800.00	\$ (35,100)	0%
10135.01	Town Auditor	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	100%
10141.00	Assessor Salary	\$ 3,471.00	\$ 24,691.00	\$ 25,431.00	\$ 28,380.63	\$ 2,949.63	12%
10141.01	Assessor Expenses	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ -	0%
10141.02	Assessor Services	\$ 32,400.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%
10141.04	Tax Map Maintenance	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ -	0%
10141.12	Assessor Computer	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ -	0%
10141.12	Assessor Utility Appraisal	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ -	0%
10145.00	Treasurer's Salary	\$ 12,000.00	\$ 12,730.80	\$ 13,112.72	\$ 15,600.00	\$ 2,487.28	19%
10145.02	Treasurer Expenses	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -	0%
10145.03	Bank Charges	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ -	0%
10145.04	Treasurer Tax Title Exp	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ (6,000.00)	-100%
10145.05	Annual Software	\$ 12,646.00	\$ 13,277.97	\$ 13,941.87	\$ 14,638.97	\$ (13,941.87)	-100%
10146.00	Tax Collector Salary	\$ 12,000.00	\$ 12,730.80	\$ 13,112.72	\$ 15,600.00	\$ 2,487.28	19%
10146.01	Tax Collector Expenses	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -	0%
10146.02	Tax Taking Charges	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 500.00	33%
10146.05	Tax Coll Computer Support	\$ 10,351.00	\$ 10,867.78	\$ 11,411.17	\$ 11,971.75	\$ (11,411.17)	-100%
10161.00	Town Clerk Salary	\$ 10,000.00	\$ 10,300.00	\$ 10,609.00	\$ 15,000.00	\$ 4,391.00	41%
10161.01	Town Clerk Expenses	\$ 2,000.00	\$ 2,200.00	\$ 2,200.00	\$ 2,000.00	\$ (200.00)	-9%
10161.02	Asst Town Clerk Salary	\$ 2,484.00	\$ 2,730.00	\$ 2,811.60	\$ 2,500.00	\$ (311.60)	-11%
10161.03	Election & Bd of Reg	\$ 5,850.00	\$ 5,850.00	\$ 5,850.00	\$ 3,500.00	\$ (2,350.00)	-40%
10171.00	Conservation Comm	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ -	0%
10172.00	BRPC	\$ 677.00	\$ 693.00	\$ 710.30	\$ 728.05	\$ 17.75	2%
10173.00	Board of Appeals	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ -	0%
10175.00	Officer's Mileage	\$ 2,500.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ -	0%
10175.01	USPS	\$ 3,000.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ -	0%
10175.02	Office Supplies	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ -	0%
20212.00	Police Dept. Expenses	\$ 5,145.00	\$ 7,085.00	\$ 7,450.00	\$ 8,250.00	\$ 800.00	11%
20212.02	Police Wages	\$ 32,088.00	\$ 39,000.00	\$ 39,000.00	\$ 28,525.00	\$ (10,475.00)	-27%
20212.04	Police Cruiser Maint	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,850.00	\$ 350.00	10%
20212.08	Police Chief Salary	\$ 44,187.00	\$ 67,500.00	\$ 69,525.00	\$ 80,000.00	\$ 10,475.00	15%
20217.00	Internet	\$ 6,000.00	\$ 6,700.00	\$ 7,000.00	\$ 7,100	\$ (7,000.00)	-100%
20212.13	Police CHUBB Insurance			\$ 8,300.00	\$ 8,300.00	\$ -	0%
20218.00	Emergency Management			\$ 3,000.00	\$ 3,000.00	\$ -	0%
20220.00	Police Continuing Ed	\$ 7,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	#Div/01
20222.00	Vol FD	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%







**AUCTIONS INTERNATIONAL INC**  
 ESCROW ACCOUNT  
 11167 BIG TREE RD  
 EAST AURORA, NY 14052  
 800-536-1401

RBS CITIZENS NATIONAL ASSOCIATION  
 29-1310/213

29014

DATE 4/14/2025

PAY TO THE ORDER OF Town of Peru MA

\$ \*\*1,995.00

One Thousand Nine Hundred Ninety-Five and 00/100\*\*\*\*\* DOLLARS

Town of Peru  
 3 East Main Road, #100  
 Peru, MA 01235  
 Attn: Terry Walker

VOID AFTER 90 DAYS

*[Handwritten Signature]*  
 AUTHORIZED SIGNATURE

MEMO 4137

⑈029014⑈ ⑆021313103⑆ 4018691318⑈

**AUCTIONS INTERNATIONAL INC • ESCROW ACCOUNT**

29014

Town of Peru MA				4/14/2025		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/28/2025	Bill	#41347	1,995.00	1,995.00		1,995.00
				Check Amount		1,995.00

Citizens - SWEEP - 1 4137

1,995.00

businesscheck.com

Security features included. Details on back.

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 [comptroller.state.ma.us/forms](#) or [mass.gov/contracts-forms](#).



<b>CONTRACTOR INFORMATION</b>			<b>COMMONWEALTH INFORMATION</b>		
Contractor Legal Name: Town of Peru		d/b/a	Department: Executive Office of Energy and Environmental Affairs		MMARS Code: ENV
Legal Address As entered on Form W-9 or Form W-4 3 East Main Rd, Peru, MA 01235			Contract Manager Name: Kara Runsten   Business Mailing Address: 100 Cambridge St - Suite 900, Boston, MA 02114		
Contract Manager Name: Terry Walker, Town Administrator			Billing Address If Different		
Phone: 413-655-8312 x100	Email: townadmin@peruma.com	Fax	Phone: 617-312-1594	Email: kara.runsten@mass.gov	Fax
Vendor Code: vc 6000191940			MMARS Doc ID(s): CT-ENV-MVPPPLANNINGPERC_JFY23		
Vendor Code Address ID: AD 001 e.g. "AD001". Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			RFR/Procurement or Other ID Number: ENV 23 MVP 03		
<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 type="checkbox"/> Department Procurement - Includes all Grants 815 CMR 2.00. (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 checked="" type="radio"/> <b>CONTRACT AMENDMENT</b> Current Contract End Date: June 30, 2025   Amendment Amount: No change PRIOR to Amendment Or Enter "No Change" Amendment Type (Check one option only. Attach details of amendment changes.) <input checked="" 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.)		
<b>TERMS AND CONDITIONS</b>					
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): <input checked="" type="radio"/> Commonwealth Terms and Conditions <input type="radio"/> Commonwealth Terms and Conditions for Human and Social Services <input type="radio"/> Commonwealth IT Terms and Conditions					
<b>COMPENSATION (Check ONE option.)</b>					
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. <input checked="" type="radio"/> 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.) <input type="radio"/> Maximum Obligation Contract, Total maximum obligation for total duration of this contract (or new total if contract is being amended): \$20,000					
<b>PROMPT PAYMENT DISCOUNTS (PPD)</b>					
Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See <a href="#">Prompt Pay Discounts Policy</a> .					
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: <input type="checkbox"/> Statutory/legal <input type="checkbox"/> Ready Payments (M.G.L. c. 29 § 23A) <input checked="" type="checkbox"/> Agree to standard 45-day cycle <input type="checkbox"/> Only initial payment					
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT</b>					
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. To complete a community resiliency planning process - extending the deadline to allow time for the town to complete the process.					
<b>SUPPLIER DIVERSITY PROGRAM (SDP) PLAN</b>					
Does the Supplier Diversity Program apply? <input checked="" type="radio"/> YES    If YES, the Contractor's annual SDP commitment for this Contract is <input checked="" type="radio"/> NO    If NO, and the department is an Executive Department, enter the appropriate exemption:					
<b>ANTICIPATED START DATE (Complete ONE option only.)</b>					
The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="radio"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="radio"/> 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. <input type="radio"/> 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.					
<b>CONTRACT END DATE</b>					
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.					
<b>CERTIFICATIONS</b>					
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>			<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH</b>		
Signature and date must be captured at time of signature.			Signature and date must be captured at time of signature.		
Signature: Terry Walker	Date: 4/27/25		Signature:	Date:	
Print Name: Terry Walker	Print Title: Town Administrator		Print Name:	Print Title:	





## *Peru Police Department*

*3 East Main Road, #106*

*Peru, MA 01235*

*Phone (413) 655-8377 – Fax 413-655-2144*

*Bruce W. Cullett, Chief of Police*

March 28, 2025

To: Finance Committee and Selectboard

Re: FY 26 Budget Request

*Please disregard the FY26 budget request submitted previously.*

The Police Department's FY26 Budget Request totals \$1,150 more than FY 25 and this increase is directly attributable to an increase in the cost of software licensing and support fees.

I have requested an adjustment to the Chief's FY26 salary by proposing a corresponding reduction in the police wages account. Massachusetts implemented its kneejerk reaction to a problem that didn't really exist in our state known as the Police Reform Act at the very end of 2020. Because of this legislation, it has become increasingly difficult for small communities to fill Police Officer positions, especially part time positions. Like other communities that relied on part time positions for decades, Peru has struggled to fill its ranks and currently have two part time police officers in addition to the full time Chief. I do not foresee it getting any easier to find trained, certified veteran officers to work part time for our Town in the foreseeable future, and it is cost prohibitive for our small agency to send someone to a six month long academy full time. It would also be impossible to retain someone sent through the academy by only offering them part time employment once completed. I have highlighted this issue because it has caused the Chief's position to become the primary first responder for our agency and I am on call 99% of the time (for all calls not just police related).

The \$80,000 proposed salary is commensurate with other full-time Police Chief positions in the area. Full time Police Chief's salaries in nearby communities are as follows (source: Mass Chiefs 2025 Compensation Survey):

Worthington: \$ 89,000 + Comp time  
Becket: \$118,750 + Comp time  
Hinsdale: \$105,000 + Comp time

Huntington: \$ 90,000 + Comp time  
Monterey: \$ 95,000 + on call stipend \$5,200  
Plainfield: \$ 77,089 + OT/Comp time  
Dalton: \$134,000 + overtime for patrol, tuition reimbursement  
Egremont: \$105,000 + OT/Comp time

There are a few nearby towns that continue to operate with a part-time Police Chief and it seems to work for them. However, the reality is that approximately 80% of the calls in those towns are covered by the Massachusetts State Police. The Cheshire Barracks (B4) cover the portion of the County that Peru resides within, and they are stretched very thin and are continuously understaffed. This situation causes unavoidable delays in response to the Towns that rely on the State Police as their primary police agency. It is also nearly impossible for the State Police to have the level of personal knowledge, relationships, and connection to the Town that a local Police Department has with their community. Knowing the backstory in many situations is beneficial to de-escalating and resolving conflicts. The State Police are an excellent resource and are there to support municipalities with specialized services but will be the first to admit that they are not designed to be the primary police department in each community.

Cummington recently expanded their department and hired a full time Police Officer to work during the daytime at \$70,000 per year. I was asked to be on the Committee that conducted the oral interview for the position. Cummington's part time Chief (who works full time for the Massachusetts State Police Communications Department) receives a \$30,000 stipend but also has an administrative assistant 15 hours a week, and a part time police officer that handles firearms licensing. Cummington has been able to dramatically increase the percentage of calls they are able to respond to by adding a full time officer during the daytime.

In Peru, we operate in a somewhat antiquated way by operating on call when no one is on duty. It is becoming far less common for agencies of any size to operate on an on call basis when they are not staffed. We are proud of what our department continues to accomplish on a very limited budget, and I think we provide an exceptional level of service to the Peru residents. As I've mentioned in the past, our entire operating budget is substantially less than the base salary for the Chief of Police in Dalton. I respectfully request your support in moving our FY 26 Budget Request forward. Thank you for your assistance.

Respectfully Submitted,



Bruce W. Cullett  
Chief of Police

ORDER OF BUSINESS  
COMMONWEALTH OF MASSACHUSETTS  
Berkshire, ss

To either of the Constables of the Town of Peru, in said County.

**GREETINGS:**

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of the Town of Peru, qualified to vote in Town affairs, to meet in the Town Hall Meeting Room, 3 East Main Road Peru, MA for a Special Town Meeting on, Wednesday, April 23, 2025 at 6:00 p.m., then and there to take action on the following articles, namely:

**Article 1:** To choose a Moderator for the Special Town Meeting if the elected Moderator is absent.

**Article 2:** To see if the Town will vote to Transfer from Free Cash the sum of \$41,545.70 to fund the Vocational Transportation account for the remainder of the year or take any other action relative thereto.

**Article 3:** To see if the Town will vote to transfer from Free Cash the sum of \$1,635.15 to the Utilities Account to pay Eversource invoices received in FY25 or take any other action relative thereto.

Eversource

1. # 7200-251-5574, FY24/ April invoice \$299.91
2. # 7200-045-0204, FY24 / April invoice \$576.54
3. #7200-0450204 old account # 5413-777-1002, FY24 December Invoice \$504.37
4. #7200-074-3210, FY24 June invoice \$170.68
5. #7200-171-2263, FY25/ August invoice \$83.65

ATTEST:

This is a true copy.

Kim Leach  
Town Clerk

Certified: Kim Leach 4/8, 2025



Phone (413) 536-1624  
Fax (413) 533-2560

# TITAN ROOFING, INC.

200 Tapley Street Springfield, MA 01104

MINORITY BUSINESS ENTERPRISE

VETERAN BUSINESS ENTERPRISE

An Affirmative Action/Equal Opportunity Employer

An Employee – Owned Company

Town of Peru  
9 East Main Street  
Peru, MA

Bid #25-0359  
Roof Coating on Salt Shed

ATTN: Justin Russell

April 22, 2025

highwaydept@townofperuMA.com

WE PROPOSE TO FURNISH ALL LABOR AND MATERIAL NECESSARY TO COMPLETE INSTALLATION OF:

1. Setup OSHA approved fall protection.
2. Power wash the entire roof with Karnak 799 Wash.
3. Coat all lap in the roof with KarnaFlex and re-saturate material – 6" wide with 3" on each side of the lap.
4. Apply a second coat over the fleece at the lap.
5. Coat the entire roof with 298 Alumin-R coating.
6. Provide the owner with a 10-year Labor and Materials Warranty upon completion.

FOR THE SUM OF: \$ 26,700.00

ACCEPTED

.....2025.....

.....

Yours Very Truly,  
George Brown

TITAN ROOFING, INC.

By.....



Town of Peru

Rte 143

Peru, Ma

**Proposal for roof coating on the sand and salt shed**

**Spray foam roof coating option:**

**With this option, we would clean the existing roof deck and coat it with 1 inch of closed cell spray foam. The spray foam consists of an R-value of 7.6. Then we put a coating over the top of the spray foam. This is a silicone based coating manufactured by poly glass to protect from UV breakdown called Everest Silkoxy in either white or grey**

**Estimated cost would be \$39,000**

**Castagra roof coating is another option. This is a gypsum base eco-friendly coating that gets applied over the top of the metal roofing.**

**Estimated cost for this option is \$49,000**

**Both estimates are based on prevailing wage.**

**\*This estimate is good for 30 days to the originating date.**

Thank you,

*Jason Smegal*

Contractor: Jason Smegal, Owner  
CSL#093889 HIC#200030

Waiver of Right of First Refusal

Upon signing this document the Town of Peru waives its Right of First Refusal Option to purchase parcel ID 021.0-0000-0012.0 East Main Road owned by Connor Pularo of 13 Greylock Cir. Peru, MA 01235 if and when it is removed from its current chapter 61 program and changes the land use to residential, commercial, industrial, or the owner decides to sell or lease the parcel.

Town of Peru

Date 4/28/25

  
SELECT BOARD CHAIR

Connor Pularo 

Date 5/28/25

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.org/forms](http://macomptroller.org/forms) or [mass.gov/lists/standard-forms](http://mass.gov/lists/standard-forms).

<b>CONTRACTOR INFORMATION</b>			<b>COMMONWEALTH INFORMATION</b>		
Contractor Legal Name Town of Peru		d/b/a	Department Department of Fire Services		MMARS Code DFS
Legal Address As entered on Form W-9 or Form W-4 3 Main St, Peru, MA 01235			Contract Manager Name David Clemons		Business Mailing Address P.O. Box 1025, Stow, MA 01775
Contract Manager Name Chief Danny Cawthon			Billing Address If Different N/A		
Phone 413-717-5355	Email perufrechief@gmail.com	Fax 413-655-8811	Phone 978-567-3179	Email David.Clemons@mass.gov	Fax 978-567-3121
Vendor Code VC6000191940			MMARS Doc ID(s) CT-DFS-1000-2025FFEGRANT00000000		
Vendor Code Address ID AD001 e.g. "AD001"; Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			RFR/Procurement or Other ID Number BD-108134		
<input checked="" type="radio"/> <b>NEW CONTRACT</b>			<input type="radio"/> <b>CONTRACT AMENDMENT</b>		
Procurement or Exception Type (Check one option only) <input type="radio"/> Statewide Contract (OSD or an OSD-designated department.) <input type="radio"/> Collective Purchase (Attach OSD approval, scope, and budget.) <input checked="" type="radio"/> Department Procurement - includes all Grants <u>815 CMR 2.00</u> . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) <input type="radio"/> Emergency Contract (Attach justification for emergency, scope, and budget.) <input type="radio"/> Contract Employee (Attach Employee Status Form, scope, and budget.) <input type="radio"/> Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="radio"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)			Current Contract End Date PRIOR to Amendment		Amendment Amount Or Enter "No Change"
Amendment Type (Check one option only. Attach details of amendment charges.) <input type="radio"/> Amendment to Date, Scope, or Budget (Attach updated scope and budget.) <input type="radio"/> Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="radio"/> Contract Employee (Attach any updates to scope or budget.) <input type="radio"/> Other Procurement Exception (Attach authorizing language/justification and updated scope/budget.)					
<b>TERMS AND CONDITIONS</b>					
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): <input checked="" type="radio"/> Commonwealth Terms and Conditions <input type="radio"/> Commonwealth Terms and Conditions for Human and Social Services <input type="radio"/> Commonwealth IT Terms and Conditions					
<b>COMPENSATION (Check ONE option)</b>					
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					
<input type="radio"/> 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.) <input checked="" type="radio"/> Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): \$10,500.00					
<b>PROMPT PAYMENT DISCOUNTS (PPD)</b>					
Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See <a href="#">Prompt Pay Discounts Policy</a> .					
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: <input type="checkbox"/> Statutory/legal <input type="checkbox"/> Ready Payments (M.G.L. c. 29, § 23A) <input checked="" type="checkbox"/> Agree to standard 45-day cycle <input type="checkbox"/> Only initial payment					
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT</b>					
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. FY25 Firefighter Safety Equipment Grant Program. This contract is for funds awarded under the Department of Fire Services' FY25 Firefighter Safety Equipment Grant, in accordance with the FY25 Firefighter Safety Equipment Grant Program Notice of Funding Opportunity, the contractor's FY25 Grant Application, and the attached Grant Agreement Scope of Work and Budget. Funds for this program will be disbursed on a reimbursement basis only.					
<b>SUPPLIER DIVERSITY PROGRAM (SDP) PLAN</b>					
Does the Supplier Diversity Program apply? <input type="radio"/> YES <input checked="" type="radio"/> NO If YES, the Contractor's annual SDP commitment for this Contract is: _____ If NO, and the department is an Executive Department, enter the appropriate exemption: Non-construction grants to public entities					
<b>ANTICIPATED START DATE (complete ONE option only)</b>					
The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:					
<input checked="" type="radio"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="radio"/> 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. <input type="radio"/> 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.					
<b>CONTRACT END DATE</b>					
Contract performance shall terminate as of June 30, 2025, 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.					
<b>CERTIFICATIONS</b>					
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>Danny Walker</i>		Date 4/22/25	Signature		Date
Print Name <i>Danny Walker</i>		Print Title <i>Gov. Administrator</i>	Print Name Jon Davine		Print Title State Fire Marshal



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 <i>Peru Town of</i>	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number) <i>VI6000171190</i>
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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
<i>Danny Cawthon</i>	<i>[Signature]</i>	<i>Chief</i>	<i>413 767 5355</i>	<i>PeruFireChief@gmail.com</i>
<i>Terry Walker</i>	<i>[Signature]</i>	<i>Town Administrator</i>	<i>413-329-4185</i>	<i>TownAdmin@townofperu.com</i>
<i>Vernie Leach</i>	<i>[Signature]</i>	<i>Chairman Board of Selectmen</i>	<i>413-770-4772</i>	<i>SELECTMAN@TOWNOFPERU.MA.COM</i>

**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 <i>Terry Walker</i>	Date <i>4/22/2025</i>
Print Name <i>Terry Walker</i>	Phone Number <i>413-329-4185</i>
Title <i>Town Administrator</i>	Email Address <i>TownAdmin@townofperu.com</i>

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



**ERIC A KINSHERE, CPA LLC**

Certified Public Accountants

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# TOWN OF PERU

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Contract for Outsourced Accounting Services

APRIL 21, 2025

ERIC A KINSHERE, CPA LLC

116 STATE ROAD #8 SAGAMORE BEACH MA 02562

## Contract for Remote Accounting Services

### 1. Names

This agreement is between The Town of Peru and Eric A. Kinsherf, CPA LLC, doing business as Eric A. Kinsherf, CPA (Contractor).

### 2. Services to be Performed

Contractor agrees to perform the following services for the Town of Peru:

- Serve as the Town Accountant
- Respond to all phone calls and e-mails within one business day

### 3. Time for Performance

Contractor shall commence services on July 1, 2025, through June 30, 2026.

At the Town's discretion, there are two one-year renewal options at the following cost:

FY 2027 - \$35,700

FY 2028 - \$36,900

### 4. Payment

The Town of Peru will pay Contractor as follows: \$2,925 per month for an annual total of \$35,100.

### 5. Terms of Payment

Contractor shall be paid upon submission of invoices to the Town. Contractor will submit invoices monthly for all services performed. The Town shall pay Contractor within 15 days from the date of Contractor's invoice.

### 6. Equipment and Supplies

Contractor, at Contractor's expense, will provide all equipment, tools and supplies necessary to perform the contractual services.

### 7. Expenses

Contractor will be responsible for all expenses required for the performance of the contractual services.

### 8. Terminating the Agreement

This agreement will become effective when signed by both parties and will terminate on the earlier of the date Contractor completes the services required by this Agreement or the date a party terminates the agreement as provided below.

With a reasonable cause, either party may terminate this Agreement effective immediately by giving written notice of termination for cause. Reasonable cause includes:

- A material violation of this Agreement, or

- Nonpayment of Contractor's compensation after 20 days' written demand for payment

In addition, either party may terminate this Agreement at any time by giving 30 days' written notice of termination.

Contractor shall be entitled to full payment of services performed prior to the date of termination.

#### **9. Independent Contractor Status**

The parties intend Contractor to be an independent contractor in the performance of the services. Contractor and the Town agree to the following rights consistent with an independent contractor relationship:

- Contractor will have the right to control and determine the methods and means of performing the contractual services.
- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- The Town shall not require Contractor or Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.
- Neither Contractor nor Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of the Town.

#### **10. State and Federal Taxes**

The Town will not:

- (a) withhold Social Security and Medicare taxes from Contractor's payments or make such tax payments on Contractor's behalf, or
- (b) withhold state or federal income tax from Contractor's payments or make state or federal unemployment contributions on Contractor's behalf.

Contractor will pay all applicable taxes related to the performance of services under this contract. This includes income, Social Security, Medicare and self-employment taxes. Contractor will also pay any unemployment contributions related to the performance of services under this contract.

If Contractor is required to pay federal, state or local sales, use, property or value added taxes based on the services performed under this Agreement, the taxes shall be separately billed to The Town. The Town shall be responsible for paying any interest or penalties incurred due to late payment or nonpayment of any taxes by The Town.

#### **11. Disputes**

If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected.

The parties will share the cost of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute.

If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

**12. No Partnership**

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

**13. Entire Agreement**

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

**14. Successors and Assignees**

This agreement binds and benefits the heirs, successors and assignees of the parties.

**15. Notices**

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- In person
- By certified mail, or
- By overnight courier.

**16. Governing Law**

This agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**17. Counterparts**

This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

**18. Modification**

This agreement may be modified only by written agreement signed by all the parties.

**19. Waiver**

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

**20. Severability**

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

**TOWN OF PERU:**

**ERIC A. KINSHERF, CPA LLC:**

By: \_\_\_\_\_

Terry Walker  
Town of Peru  
Town Administrator

By: \_\_\_\_\_

Eric A Kinsherf, Owner  
  
Eric A. Kinsherf, CPA LLC

**Agreement for Bus Service to McCann Technical School  
By and Between  
The Town of Washington and the Town of Peru**

This Intermunicipal Agreement is made this 24<sup>th</sup> day of April 2025, entered into pursuant to the provisions of M.G.L. c.40 section 4A by and between the Town of Washington, a Massachusetts municipal corporation having an address of 8 Summit Hill Road, Washington Ma. 01223 (“Washington”) and the Town of Peru a Massachusetts municipal corporation having an address of 3 East Main Road, Peru Ma. 01235 (“Peru”).

**Article 1. Purpose**

The Town of Peru desires to receive daily 7D school bus transportation service provided by the Town of Washington for one student to McCann Technical School.

The student pick-up at 6:45AM and drop-off at 3:45PM location will be at the Hinsdale Fire Department located at 95 Maple Street, Hinsdale Ma. 01235.

Washington is willing to provide the service on a daily basis each day that school is in session.

Each of the Municipalities has authority to enter into this agreement pursuant to M.G.L. c. 40 section 4A.

**Article II. Term of Agreement**

- A. Agreement dates shall begin Monday April 28, 2025 and continue till the end of the 2025 school year.
- B. Peru will be billed at the rate of \$100.00 per day for bus transportation for one student to McCann Technical School.
- C. Billing shall be assessed from the Town of Washington to Peru on a monthly basis. This assessment will be paid to the Town of Washington within thirty (30) days of invoice being sent.

**Article III. Amendments**

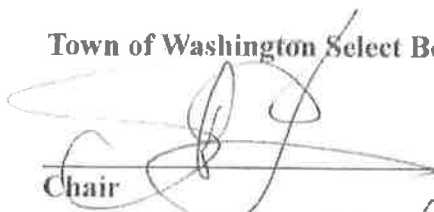
- A. No amendments to this agreement shall be effective unless in writing and signed by authorized representatives of each town, and complies with all requirements of the law.

**Town of Peru Town Administrator**

Jerry Walker

Date: 4/24/25

**Town of Washington Select Board**

  
Chair  
Stephen Deloye - Chairman

Date: 4/24/25