

**PERU BOARD OF SELECTMEN / FINANCE COMMITTEE MEETING**

**Town Hall Meeting Room, 3 EAST MAIN RD**

**Monday, May 12, 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. Update from Departments
7. 6:15 pm Public Hearing on the Proposed Safety Improvements on Raymond Road, Ash Ln. and Lafayette Drive.
8. Review and Approve Meeting Minutes for 5-5-25 Selectboard / Finance Committee joint meeting
9. Discussion and possible vote on 2026 Fiscal Year Budget
10. Discussion and possible vote on CBRSD Revised Regional Agreement
11. Discussion and possible vote on a Basketball Court at the Park
12. Review and Approve accounts payable, Treasury Warrants, Payroll Warrants
13. Public Input
14. 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.

*Verne Leach , Select Board Chair*

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

Posted May 8, 2025 @ 12:30 pm

*Kem A Leach*

Town Clerk

TOWN HALL 3 EAST MAIN ROAD PERU, MA 01235

**SELECT BOARD MEETING MINUTES: May 12, 2025 @ 6:00 P.M.**

Town Hall Meeting Room

Verne Leach, Chair Selectman

Samuel Haupt, Selectman/Fin Com

Edward Munch, Selectman

Terry Walker, Recording Secretary

Bruce Cullett, Police Chief/Fin Com

Justin Russell, Highway Superintendent arrived at 6:45p.m.

Paul Hickling, Fin Com

Doug Haskins, Fin Com

Public Attendees: Richard Clapper, Beth Bigelow, John Bigelow, Kristin Shelsy, Bruce and Dehlia Weinfurt, Marianne Kolodziej, Paul Galliher, Linda Farrell, Mark Farrell, Mark Crosier

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

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

**Item 3: Finance Committee Roll Call:** Fin Com Chairman Cullett present, Fin Com member Haskins present, Fin com member Hickling present, Fin Com member Haupt present

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

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

**Item 6: Update from Departments:**

**Police Department:** Police Chief Cullett mentioned that the Kimtek skid unit arrived, and the invoice is on today's warrant.

Police Chief Cullett mentioned that the Biannual firearms qualifications training took place last Saturday.

**Town Administrator:**

TA Walker mentioned that she and Highway Superintendent Russell are working another \$1,000,000 MassWorks grant and plan to submit it by June 4<sup>th</sup>.

TA Walker submitted another Woodlands Partnership grant for 3 portable radios for the Fire Department totaling \$25,000. TA Walker also submitted the reimbursement for last year's Woodlands Partnership grant for the UTV and Skid unit totaling \$25,000.

TA Walker submitted the Annual Town Meeting Warrant to the BOS and Fin Com to be reviewed.

Vocational Transportation, TA Walker received an email from the Selectmen in Washington. The Town of Washington is planning on purchasing a van and wanted to be certain that Peru is interest in having their McCann and Taconic vocational students transported by the Washington van. TA Walker assured the Selectmen in Washington that Peru is very interested in contracting the Town of Washington to transport vocational students.

**Selectman Munch** mentioned that the contract dated July 1, 2025, to June 30, 2030, for Northern Berkshire Solid Waste Management District will be increased by 4% to the FY26 budget.

Robin Wadsworth: Selectman Leach read a resignation letter from Robin Wadsworth as a Finance Committee member. Selectman Leach mentioned that the BOS can fill the vacancy once the position is advertised and placed on the agenda. BOS reviewed Chapter 41: Officers and Employees of Cities, towns and Districts, Section 10: Failure to Elect; Procedure to Fill Vacancy; Notice.

**Highway Department:**

Highway Superintendent Russell presented bids for Sunrise Village and Middlefield Road:

**Bid Opening**

**Full Depth Reclamation**

All States Construction, Inc.	\$41,713.74 won bid
Garrity Asphalt Reclaiming Inc	\$79,280.50
Murry Paving & Reclamation, Inc	\$45,006.93
Peckham Road Corp	\$48,788.00

**Paving**

LB Corporation	\$291,823.35 won bid
Williams Paving LLC	\$353,747.79
Peckham Road Corporation	\$376,230.00
Warner Bros. LLC	\$383,843.50

**20% Rubber Stone Sewal Surface Treatment-Middlefield Road**

All States Construction, Inc	\$301,341.90 only bidder
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**Item 7: 6:15 p.m. Public Hearing on the Proposed Safety Improvements on Raymond Road, Ash Lane and Lafayette Drive:**

The board of Selectmen answered questions for several residents residing on Raymond Road, Ash Lane and Lafayette Drive attended the public hearing. (please see attached sign in sheet). The residents were concerned about drainage, ice buildup and failing culverts. TA Walker explained that the grant will be written to address all safety issues on these roadways in addition to guardrails and a full depth reclamation. The residents were in favor of applying for the MassWorks grant. TA Walker asked the residents for a letter of support addressing the issues and mentioned the letter would have a positive impact and uploaded it to the grant application.

The Public Hearing ended at 6:42 p.m.

**Item 8: Review and Approve Minutes for 5/5/2025-Selectboard/Finance Committee joint meeting:**

Selectman Leach motion to approve 5/5/2025 minutes pending changes, Selectman Munch second, 2-0. Selectman Haupt abstained.

Fin Com Chairman Cullett motion to approve 5/5/2025 minutes pending changes, Fin Com member Hickling second, 4-0.

**Item 9: Discussion and possible vote on 2026 Fiscal Year Budget:** FY26 Worksheet was updated (-please see attachment). Selectman Leach would like to have the new growth number before ATM. TA Walker will have more information on transporting McCann and Taconic students before ATM. Selectman Munch motion to accept the FY26 budget, Selectmen Leach second, 2-0.

Fin Com Chairman Cullett motion to accept the FY26 budget, Fin Com member Hickling second, 4-0. Bruce Cullett recused himself from all budgets that pertained to the police department.

Fin Com Chairman Cullett motion to approve using \$41,783.95 from Free Cash for Snow Roads deficit, Fin Com Member Hickling second, 4-0

Selectman Leach motion to approve using \$41,783.95 from Free Cash for the Snow Roads deficit, Selectman Munch second, 2-0.

**Item 10: Discussion and possible vote on CBRSD revised Regional Agreement:** Selectman Leach mentioned that there have been no changes since last year's proposal. Selectman Haupt motion for the Board of Selectmen to endorse CBRSD Regional agreement based on consultation with legal counsel, Selectman Munch second, 3-0.

**Item 11: Discussion and possible vote on a Basketball Court at the park:** Selectman Leach requested Parks and Rec. Chair Doug Haskins mark off the area for the basketball court at the park so everyone can do a site visit. After the site is marked off, the basketball court can be discussed and voted on by the BOS.

Fin Com Chairman Cullett motion to adjourn the Finance Committee meeting, Fin Com member Hickling second, 4-0. Fin Com meeting at 7:33 p.m.

**Item 12: Review and Approve accounts payable, Treasury Warrants, Payroll Warrants: V23-2025**


**Item 13: Public Input: N/A**

**Item 14: Adjourn:** Selectman Leach made motion to adjourn the 5/12/2025 BOS Meeting, Selectman Munch second, Vote 3-0. The 5/12/2025 BOS Meeting adjourned at 7:56 P.M.

**Articles used:**

- Minutes 5/5/2025
- Warrant V23-2025
- Public Hearing Notice
- Paving Bids
- Chapter 41 Section 10
- Northern Berkshire Solid Waste Management District contract
- FY26 Budget Worksheet
- CBRSD Regional agreement

*Terry Walker*  
*Recording Secretary*

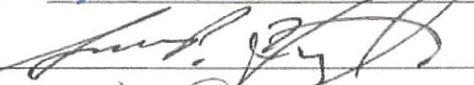
Verne Leach, Chairman 


Samuel Haupt, Selectman \_\_\_\_\_

Edward Munch, Selectman 

Date Approved: 5/27/25

Bruce Cullett, Chairman Fin Com 

Samuel Haupt, Fin Com 

Doug Haskins 

Paul Hickling 

Date Approved: 7/9/25

Received 7/14/2025,  
Kim Leach Town Clerk

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	25%
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	\$ -	0%
10124.00	IT	\$ 19,000.00	\$ 24,500.00	\$ 24,000.00	\$ 21,000.00	\$ (3,000.00)	-13%
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	\$ 35,100.00	\$ 3,300.00	10%
10135.01	Town Auditor	\$ 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%
10141.11	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	\$ -	0%
10145.05	Annual Software	\$ 12,646.00	\$ 13,277.97	\$ 13,941.87	\$ 14,638.97	\$ 697.10	5%
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	\$ 11,981.73	\$ 570.56	5%
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	\$ 106.00	\$ 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	\$ 4,200.00	\$ 200.00	5%
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	\$ 7,200.00	\$ 200.00	3%
20212.13	Police CHUBB Insurance			\$ 8,300.00	\$ 7,358.00	\$ (942.00)	-11%
20218.00	Emergency Management	\$ 7,500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ -	0%
20220.00	Police Continuing Ed	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%
20222.00	Vol FD						

20222.01	Fire Chief Salary	\$ 2,450.00	\$ 2,525.00	\$ 2,600.50	\$ 6,000.00	\$ 3,399.50	131%
20222.02	Fire Station Mortgage	\$ 15,216.00	\$ 1.00	\$ 14,338.13	\$ 14,045.50	(292.63)	-2%
20222.04	Firemen's Building Maint	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	-	0%
20222.11	Vol FD Insurance	\$ 6,500.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	-	0%
20224.00	Hinsdale Ambulance	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	-	0%
20226.00	Insp of Animals	\$ 922.00	\$ 950.00	\$ 978.50	\$ 1,007.25	28.75	3%
20292.00	Animal Control Salary	\$ 1,855.00	\$ 1,911.00	\$ 1,968.33	\$ 2,027.37	59.04	3%
20293.00	Animal Control Expense	\$ 600.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	-	0%
30000.01	CBRSD Operating/Transp	\$ 883,913.00	\$ 903,919.00	\$ 943,938.00	\$ 1,021,339.00	\$ 77,401.00	8%
30000.02	CBRSD Capital	\$ 110,695.00	\$ 102,405.00	\$ 117,707.00	\$ 160,437.00	\$ 42,730.00	36%
30000.04	Smith Vocational Tuition	\$ 215,842.00	\$ 180,684.00	\$ 208,470.00	\$ 216,930.00	\$ 8,460.00	4%
30000.05	Voc Sch Transportation	\$ 39,408.00	\$ 41,180.40	\$ 43,027.20	\$ 88,380.00	\$ 45,352.80	105%
30610.00	Peru Library	\$ 18,893.00	\$ 19,265.00	\$ 21,243.00	\$ 23,256.00	\$ 2,013.00	9%
30610.02	Communication Equip. PD	\$ -	\$ -	\$ -	\$ -	\$ -	
40100.00	Road Superintendent Salary	\$ 67,764.00	\$ 75,000.00	\$ 77,250.00	\$ 79,567.50	\$ 2,317.50	3%
40103.00	Highway Employee Wages	\$ 94,600.00	\$ 107,000.00	\$ 110,210.00	\$ 113,516.30	\$ 3,306.30	3%
40103.05	Temp Summer Help	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -	0%
40105.00	Highway Uniforms	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 3,800.00	\$ 100.00	3%
40200.00	Maint Hard Road Surfaces	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ -	0%
40204.00	Material Gravel Roads	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%
40206.00	Road Machinery Maint	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%
40208.00	Gas & Fuel	\$ 30,000.00	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00	\$ -	0%
40210.00	Town Highway & Bridges	\$ 16,750.00	\$ 16,750.00	\$ 20,000.00	\$ 20,000.00	\$ -	0%
40212.02	Highway Garage Mortgage	\$ 12,020.00	\$ 12,020.00	\$ 12,020.00	\$ 12,020.00	\$ -	0%
40213.21		\$ -	\$ -	\$ -	\$ -	\$ -	
40213.22		\$ -	\$ -	\$ -	\$ -	\$ -	
40213.25	Hogweed Eradication	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	
40214.00	Tree Removal	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%
40423.00	Snow Roads Public	\$ 80,000.00	\$ 90,000.00	\$ 90,000.00	\$ 95,000.00	\$ 5,000.00	6%
40424.00	Snow Roads Private	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ -	0%
40500.00	Compactor	\$ 38,000.00	\$ 38,000.00	\$ 38,000.00	\$ 39,520.00	\$ 1,520.00	4%
40502.00	Northern Berk Solid Waste	\$ 2,794.00	\$ 2,866.00	\$ 3,178.48	\$ 3,178.48	\$ -	0%
40503.00	Health Dept	\$ 11,900.00	\$ 15,500.00	\$ 16,000.00	\$ 15,172.00	(828.00)	-5%
40504.00	Compactor Attendant	\$ 7,800.00	\$ 7,950.00	\$ 8,188.50	\$ 9,171.12	\$ 982.62	12%
50300.00	Council On Aging Expenses	\$ 400.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ -	0%
50302.00	Elderly Outreach Program	\$ 525.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ -	0%
50303.00	Council On Aging Salary	\$ 750.00	\$ 1,200.00	\$ 1,236.00	\$ 2,400.00	\$ 1,164.00	94%
50700.00	Cemetery Sexton Salary	\$ 350.00	\$ 500.00	\$ 515.00	\$ 750.00	\$ 235.00	46%
50700.01	Cemeteries	\$ 1,000.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ -	0%
50900.00	Veterans Agent Salary	\$ 500.00	\$ 500.00	\$ 515.00	\$ 530.12	\$ 15.12	3%
50902.00	Veterans Services	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -	0%
60002.04	Town Building Maintenance	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	(3,000.00)	-20%
60002.05	Utilities Electric	\$ 12,000.00	\$ 12,500.00	\$ 12,500.00	\$ 15,000.00	\$ 2,500.00	20%
60002.06	Utilities Heating	\$ 16,500.00	\$ 16,500.00	\$ 19,000.00	\$ 17,000.00	(2,000.00)	-11%
60002.07	Utilities Telephone	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 300.00	20%





## CENTRAL BERKSHIRE REGIONAL SCHOOL DISTRICT

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

LESLIE BLAKE-DAVIS  
Superintendent  
lblakedavis@cbrrsd.org

Dr. MICHAEL HENAULT  
Assistant Superintendent  
mhenault@cbrrsd.org

GREGORY BOINO  
Director of Finance and Operations  
gboino@cbrrsd.org

**To:** Select Board

**From:** Superintendent and the CBRSD School Committee Chairperson

**Date:** April 25, 2025

**Re:** Warrant Article for Spring Town Meeting/Proposed Regional Agreement

As you know, we have been engaged in updating our Regional Agreement among the Seven Member Towns that make up the Central Berkshire Regional School District. Last year, four of the seven towns passed the proposed agreement. For us to officially adopt this new agreement, six of our towns need to support it through a town meeting vote. Per DESE guidance, they suggest that the required number of towns pass it in one year's time. Therefore, we are asking the towns that passed it last year to have it on their ballot again this year as well. While there have been no changes to this document since last year, we ask for your support by including it as a warrant on your upcoming town meeting. This document clearly articulates our legal responsibilities, notably in fiscal management. Having this agreement, which outlines our legal responsibilities as a seven-member region, is essential. The Regional Agreement serves as a reminder that we are responsible for compliance with 603 CMR 41.00, which states:

(4) The Commissioner shall approve or disapprove a Regional District Agreement and any subsequent amendments to the Agreement, based on review and recommendation by the Department that the Agreement meets the standards in 603 CMR 41.00 and applicable law. The decision of the Commissioner shall be final.

**Article:** To see if the Town of (name of member town) will vote to approve the Central Berkshire Regional School District Amended Regional Agreement as presented by the School Committee which will be on file at the (appropriate) Town Clerk's Office, Superintendent of Schools Office and the (appropriate town) Public Library.

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

# Town of Peru

Peru, Massachusetts 01235



TOWN OF PERU  
BOARD OF SELECTMEN  
NOTICE OF PUBLIC HEARING  
SAFETY IMPROVEMENT PROJECT

The Board of Selectmen will conduct a Public Hearing on the proposed Safety Improvements on Raymond Road, Ash Lane and Lafayette Drive. The Public Hearing will be held on Monday, May 12, 2025, at 6:15 p.m. at the Town Hall, 3 East Main Road, Peru, MA.

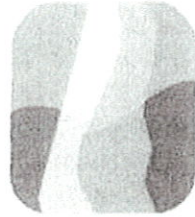
**PURPOSE OF THE HEARING:** To provide the public with an opportunity to become fully acquainted with the proposed reconstruction and safety improvement project. All views and comments made at the hearing will be reviewed and considered. The funds for the project will be acquired from a \$1,000,000 MassWorks Grant.

**PROPOSAL:** The proposed improvements will consist of drainage, culverts, full-depth reclamation, widening roads, resurfacing, paving and guardrails. The MassWorks Grant will provide improvements to the town's infrastructure and enhance public safety.

All work on this project will be performed within existing right of ways, all abutters will be notified via the town website, U.S. Postal service and a local newspaper.

Board of Selectmen

Town of Peru



BRPC

CLOSED

## Town of Peru Road Construction Projects

*Last updated by Addendum #4 on May 6, 2025 9:31 PM*

 Invitation For Bid

 Procurement Services

 91395, 91396

**Project ID:** PERU/PROC25

**Release Date:** Wednesday, April 23, 2025

**Due Date:** Thursday, May 8, 2025 1:00pm

 Posted  Wednesday, April 23, 2025 8:00am

*All dates & times in Eastern Time*

## Selected Vendor

Vendor awarded by the evaluation process

No vendor has been selected yet

## Pricing Results

### Sunrise Village - Full Depth Reclamation

<b>Vendor</b>	<b>Total</b>
All States Construction, Inc.	\$41,713.74
Garrity Asphalt Reclaiming Inc	\$79,280.50
LB Corporation	No Bid
murray paving & reclamation inc	\$45,006.93
Peckham Road Corp.	\$48,788.00
Warner Bros., LLC	No Bid
Williams Paving llc	No Bid

### Sunrise Village - Full Depth Reclamation - Police Detail

<b>Vendor</b>	<b>Total</b>
All States Construction, Inc.	\$4,875.00
Garrity Asphalt Reclaiming Inc	\$4,875.00
LB Corporation	No Bid
murray paving & reclamation inc	\$4,875.00
Peckham Road Corp.	\$4,875.00

Warner Bros., LLC No Bid

Williams Paving llc No Bid

### Sunrise Village - Paving

<b>Vendor</b>	<b>Total</b>
All States Construction, Inc.	No Bid
Garrity Asphalt Reclaiming Inc	No Bid
LB Corporation	\$291,823.35
murray paving & reclamation inc	No Bid
Williams Paving llc	\$353,747.79
Peckham Road Corp.	\$376,230.00
Warner Bros., LLC	\$383,843.50

### Sunrise Village - Paving - Police Detail

<b>Vendor</b>	<b>Total</b>
All States Construction, Inc.	No Bid
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LB Corporation	No Bid
murray paving & reclamation inc	No Bid
Peckham Road Corp.	\$4,875.00
Warner Bros., LLC	\$4,875.00
Williams Paving llc	\$4,875.00

20% Rubber Stone Seal Surface Treatment on Middlefield Road

<b>Vendor</b>	<b>Total</b>
All States Construction, Inc.	\$301,341.90
Garrity Asphalt Reclaiming Inc	No Bid
LB Corporation	No Bid
murray paving & reclamation inc	No Bid
Peckham Road Corp.	No Bid
Warner Bros., LLC	No Bid
Williams Paving Ilc	No Bid

**20% Rubber Stone Seal Surface Treatment on Middlefield Road - Police Detail**

<b>Vendor</b>	<b>Total</b>
All States Construction, Inc.	\$4,875.00
Garrity Asphalt Reclaiming Inc	No Bid
LB Corporation	No Bid
murray paving & reclamation inc	No Bid
Peckham Road Corp.	\$4,875.00
Warner Bros., LLC	No Bid
Williams Paving Ilc	No Bid

<b>Part I</b>	ADMINISTRATION OF THE GOVERNMENT
<b>Title VII</b>	CITIES, TOWNS AND DISTRICTS
<b>Chapter 41</b>	OFFICERS AND EMPLOYEES OF CITIES, TOWNS AND DISTRICTS
<b>Section 10</b>	FAILURE TO ELECT; PROCEDURE TO FILL VACANCY; NOTICE

Section 10. If there is a failure at an election to choose a town officer, except a selectman, or if a person chosen shall not accept such office, or if a vacancy shall occur, the town may at any meeting elect a person to such office.

If, at an election of town officers for which official ballots are used, there is a failure to elect a town officer, he may be elected at an adjourned or succeeding meeting; and ballots shall be prepared and furnished for such meeting, containing the nominations already made and such as may subsequently be made for the office.

The proceedings in such election and the qualifications of a person to be elected or appointed in case of failure to elect, refusal to accept or vacancy shall be the same as in an original election.

If there is a failure to elect or a vacancy occurs in the office of selectman, the remaining selectmen or selectman may call a special election to fill the vacancy and shall call such election upon the request in writing of two hundred registered voters of the town, or twenty per cent of the total number of registered voters of the town, whichever number is the lesser; provided, that such request is filed with them or him not less than one hundred days prior to the date of the next annual election.

If there is a resignation of a town officer creating a vacancy at some later time certain, and such resignation is filed with the town clerk in accordance with the provisions of section one hundred and nine, said town clerk shall certify a vacancy shall occur at the later time certain and the board of selectmen may call a special election as provided in this section; provided, however, that no such election may be held prior to the effective date of the resignation creating such vacancy.

No election shall be held for any office pursuant to this section unless the selectmen file with the town clerk notice of an election for such office not less than fifteen days before the last day to submit nomination papers to the registrars of voters for certification, before the election or any preceding primary, caucus, or preliminary election.



3 Hoosac Street, Adams, MA 01220

**RECYCLABLES AND SOLID WASTE  
HAULING, DISPOSAL AND PROCESSING CONTRACT**

This Contract dated this day 1<sup>st</sup> of July 2025 to June 30, 2030, between Northern Berkshire Solid Waste Management District on behalf of the fourteen towns within the District, including Adams, Cheshire, Clarksburg, Florida, Hancock, Hinsdale, Lanesborough, Monroe, New Ashford, Peru, Savoy, Williamstown, Dalton and Windsor (the “District Members”) and Casella Waste Management, Inc. (“Contractor”).

**WHEREAS** the District provides solid waste management services to fourteen (14) municipalities in Berkshire County.

**WHEREAS** the District entered negotiations for the hauling of recyclables, nonhazardous solid waste and C/D from District Members.

**WHEREAS** the District is authorized to hire a hauler to service its District Members.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits of this Contract, the District and Casella Waste Systems, Inc. agree as follows:

1. **Contracting of Casella Waste Management, Inc.** The district agrees to retain Contractor to act as the district’s contractor for hauling, disposal and processing of nonhazardous municipal solid waste (“MSW”), recyclables, bulky waste/ C/D from District Members. Said hauling, disposal and processing arrangement is contingent upon the appropriation of sufficient funds from District Members.

2. **Scope of Services.** The Contractor shall perform in a good and professional manner the services listed below.

a. The Contractor shall provide employees who are licensed to drive commercial vehicles and who are knowledgeable and experienced in picking up and delivering roll off containers and other hauling equipment to and from transfer stations.

b. The Contractor shall provide all vehicles and equipment necessary to transport recyclables, bulky waste, C/D and MSW from District member municipalities to recycling and disposal facilities. All vehicles and equipment shall be kept in good repair and maintained at the expense of the Contractor.

- c. The Contractor shall obtain hauler permits from District Members using this Contract, if applicable. The Contractor shall pay all expenses associated with obtaining valid permits to operate for the life of this Contract.
- d. The Contractor shall transport MSW, recyclables, bulky waste and C/D under the terms and prices of this Contract only from such member municipalities of the district as authorized by the district at the rates specified in this Contract. The Contractor will decide for the future inclusion of any municipality, facility, or material and provide pricing for such inclusion during the term of this Contract.
- e. The Contractor will transport and deliver MSW and C/D from District Members to duly permitted disposal facilities for the term of this Contract. All loads will be weighed on slips and provided to individual District Members. Recyclables will be delivered to a duly permitted recycling facility. The contractor will supply copies of all scale tickets monthly to District Members for recyclables.
- f. The Contractor will only transport and deliver bulky waste to Lenox Facility Any other facility for bulky waste and mattresses must be approved by the district in writing prior to material being shipped there. Mattresses must be recycled. The driver must witness and document with a cell phone picture each road in which there is a claim by the disposal facility of unacceptable items being tipped. The unacceptable items must be clearly noted on each slip and must be initialed by the driver. Weight slips with the facility name, District Member name, and net tons must be included with all invoices.
- g. The Contractor will haul all loads of recyclable and waste materials directly from the District Member facility to the recycling facility or disposal facility.
- h. The Contractor shall ensure that all recyclables and waste hauled under this Contract are contained, tied, or enclosed so that leaking, spilling, or blowing are prevented.
- i. The Contractor will use safe driving, loading, and unloading practices while on and off site. The Contractor will be issued keys/ or combo to any gate locks. Access to the District Member facilities shall be solely for the purpose of transporting collection equipment and property, except at the request of other services by the District Members or the District. The Contractor will ensure that gates are locked after leaving the facility, even if the driver will return later in the day.
- j. The Contractor's vehicles shall have clear access to the equipment. If the equipment is blocked to prohibit collection, the Contractor will notify the District and District Member. A second attempt to access the equipment should be made. If unsuccessful, the Contractor shall have the right to charge the district the round-trip hauling charge as specified for that District Member for the second attempt.

k. The Contractor shall always comply with federal, state, and local laws, regulations, and ordinances which affect the work to be performed under this Contract, including but not limited to laws, regulations, and ordinances for motor vehicles, worker health and safety, and transporting solid waste.

l. The district will ensure, with the assistance of participating District Members, that equipment provided by the Contractor under this Contract shall be protected from damage. Each District Member will be responsible for any damage to equipment beyond ordinary wear and tear that is a result of an accident or negligence on behalf of the District Member. Alterations shall not be made to the Contractor's equipment by the District or District Members. The Contractor, however, will make alterations to increase efficiency or performance, as requested by the district.

The Contractor will ensure that equipment owned by the district or by District Members shall be protected from damage. The Contractor will be responsible for any damage to equipment or property that is a result of an accident or negligence on behalf of the Contractor or its employees. The Contractor will have 30 days to repair or replace the damaged equipment or property. After 30 days, and upon notice to Contractor, the District will hire a reputable firm to repair or replace the damaged equipment or property and issue an invoice directly to the Contractor.

m. No repairs shall be made by the Contractor to any District or District Member-owned equipment without prior written approval by the district. The district will not pay for any repairs made to equipment without prior written approval.

n. All roll-offs and equipment rented/ and or purchased for District Members under this Contract shall be kept in good repair and condition.

o. District Members may choose to have an automatic pick-up or call in for pick-up. The District Members will not pay for hauls of any loads that have not been requested by the town unless the town is on an automatic pick-up. The District Members's will do their best to make sure all containers are close to full capacity before the Load is called in for a swap. The District Members will give at least a 24-hour window before a swap is needed.

p. The Contractor shall sign for receipt of any District swap boxes provided to the Contractor for hauling recyclables from District Members to the processing facility. At the end of the Contract or if the Contract is terminated, the Contractor shall return the exact number of roll-off boxes loaned to it by the district, adjusted for those roll-offs taken out of service or the addition of new roll-offs during the term of the Contract. If the Contractor fails to return any roll-off boxes loaned by the district as swap boxes, the Contractor shall pay the district for the replacement cost of a brand-new roll-off(s) of equivalent size.

3. **Title to Waste.** Title to and liability for MSW, C/D and recyclables remains with the Town and shall not be transferred to the Contractor until or unless said MSW, C/D and

recyclables is co-mingled in any way with other Contractor waste or contaminated by another source while in the possession of the Contractor. The Contractor will assume title to and liability for bulky waste when collected and disposed of by Contractor unless rejected at the time of pick up.

**4. Prevailing Wage Rates.** The wage rates for this Contract are subject to Massachusetts General Law, Chapter 149, Sections 26 and 27. The prevailing wage rate, including benefits, for this Contract is attached as Exhibit D. The district will provide the annual prevailing wage rates for the remaining term of the Contract to Contractor as available.

The district acknowledges that the Contractor has based its costs on the prevailing wage rates issued by the Massachusetts Department of Labor Standards (DLS) for this Contract, said rates extending to July 1<sup>st</sup>, 2028. If DLS issues prevailing wage rates applicable to the work specified in this Contract for the term beyond July 1<sup>st</sup>, 2028, which exceed the rates set forth herein the Contractor reserves the right to revise the costs contained herein to reflect the newly issued wage rates. If DLS issues prevailing wage rates applicable to the work specified in this Contract for the term beyond July 1<sup>st</sup>, 2028 which are lower than the rates set forth herein, the district reserves the right to request a reduction in costs contained herein to reflect the newly issued wage rates. Any such changes will be subject to Section 14, Modifications.

**5. Subcontractors.** If the Contractor chooses to subcontract any or all of the awarded contract, the district will be notified in writing of the subcontractor, owner(s), address, phone number, and any pertinent license numbers, such as those from a state and/or federal regulatory agency. The Contractor must also provide proof of insurance for the subcontractor(s) as described in Section 6 of this Contract.

**6. Insurance.** The Contractor shall always during the Contract maintain in full force and effect Employer's Liability, Workers Compensation, Public Liability and Property Damage insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the District and the Commonwealth of Massachusetts. Before commencement of work here under, the Contractor agrees to furnish the district with certificates of insurance or other evidence satisfactory to the district to the effect that such insurance has been procured and is in full force.

For this Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<b>Coverage</b>	<b>Limits of Liability</b>
Workers Compensation	Statutory
Employers Liability	\$1,000,000
Bodily Injury Liability	\$1,000,000 each occurrence
(except automobile)	\$3,000,000 aggregate
Property Damage Liability	\$1,000,000 each occurrence
(except automobile)	\$3,000,000 aggregate
Automobile Bodily Injury Liability	\$3,000,000 each occurrence

Automobile Property Damage	\$1,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

The district shall be named an additional insured under the liability and automobile insurance. The general liability insurance policy should contain a broad form of general liability endorsement.

7. **Assignment.** The District and the Contractor bind themselves and any successors and assigns to this Contract. The Contractor, including its subsidiaries, shall not assign, sublet, or transfer its interest in this Contract without written consent of the district. In the event of any assignment, the assignee shall assume the liability of the Contractor. The district shall not assign, sublet, or transfer its interest in this Contract without written consent of the Contractor.

8. **Indemnification.**

a. The Contractor will indemnify, save harmless, and exempt the District, its District Members, non-member towns participating in this Contract, and their elected and appointed officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants, employees, and subcontractors, provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of a willful or negligent acts or omissions of the District, its District Members, non-member towns participating in this Contract, and their elected and appointed officers, agents, servants, and employees.

b. Contractor assumes full responsibility for relations with any subcontractor employed directly or indirectly by the Contractor and the Contractor shall defend, indemnify, and save harmless the District from all demands made against District by such subcontractor, such subcontractors agent, employee, or any person, as the result of such subcontractors act, error, or omission that arises out of, results from, or is connected with the performance of this Agreement or any subsequent Contractor and is not otherwise subject to indemnifications under subparagraph "a" above.

c. The Contractor shall defend, indemnify, and hold harmless the district from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Contractor for work performed in connection with this contract or required by state or federal law, including but not limited to Fair Labor Standards Act and Massachusetts Prevailing Wage Law.

d. In no event, whether in contract, tort or otherwise, shall either party be liable to the other for any lost profits, anticipated revenues, indirect, or punitive damages.

e. Contractor assumes full responsibility for relations with any subcontractor employed directly or indirectly by the Contractor and the Contractor shall defend,

indemnify, and save harmless the Town and the NBSWMD from all demands made against the Town and NBSWMD by such subcontractor, such subcontractors agent, employee, or any person, as the result of such subcontractors act, error, or omission that arises out of, results from, or is connected with the performance of this Agreement or any subsequent Contractor and is not otherwise subject to indemnifications under subparagraph "a" above.

f. The Contractor shall defend, indemnify, and hold harmless the district from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Contractor for work performed in connection with this contract or required by state or federal law, including but not limited to Fair Labor Standards Act and Massachusetts Prevailing Wage Law.

9. **Liability of Public Officials.** To the full extent permitted by law, no official, employee, agent, or representative of the district or municipality participating in this Contract shall be individually or personally liable on any obligation of the District under this Contract.

10. **Failure to Perform.** Neither the District nor the Contractor shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, pandemic or other labor disputes, riots, governmental actions, fires, changes in law, weather, or acts of God affecting either party hereto.

11. **Right to Remedy.** In the event the Contractor is unable to perform any part of the service described herein for reasons other than those described in Section 10 above, the Contractor shall have the right to remedy the district's complaint within seventy-two (72) hours (excluding Sundays and holidays) without breach of this Contract. The District shall notify the Contractor in writing of any service complaint and allow the Contractor the reasonable right to cure without termination or breach of this Contract. If the District's complaint is of such nature that it can be reasonably cured or remedied within 72 hours (excluding Sundays and holidays) and the Contractor is unable to cure or remedy the district's complaint after proper notice (except for the reasons set forth in Section 10 of this Contract), the district shall have the right to terminate this Contract. If the District exercises this right of termination, the district shall provide the Contractor with immediate written notice of such termination and shall pay (with the delivery of such notice) any amount owed to the Contractor for satisfactory services through the date of termination.

The Contractor shall be liable for any excess costs incurred by the district to remedy the incident(s), including legal fees.

All parties' rights and remedies provided in this Contract are in addition to any other rights and remedies provided by law.

12. **Termination.** The district may terminate this Contract by providing the Contractor with ten (10) business days written notice in the following instances:

- a. If the Contractor abandons its work under this Contract, or if for any reason, the timely completion of such work is rendered improbable, unfeasible, impossible, or illegal.
- b. If the Contractor violates any of the material terms of this Contract and fails to cure subsequent violations within 72 hours (excluding Sunday and holidays) of receipt of written notice thereof.
- c. If the District is reasonably determined based upon objective evidence that the Contractor is not satisfactorily fulfilling its obligations under this Contract or that the objectives of the Scope of Work are not being achieved.
- d. In the event of repeated and consistent service complaints from the Towns regarding the Contractor's performance under this Contract.

The Contractor may terminate this Contract if the district is more than ninety (90) days in arrears in payment of satisfactory services. The Contractor will provide the district written notice and fifteen (15) business days to correct the nonpayment. The district has the right to negotiate a mutually agreed payment plan with the Contractor to prevent termination of the Contract.

13. **Breach of Contract.** If the District reasonably determines that the Contractor has materially breached the terms of this Contract, the Contractor shall be responsible for any fees incurred by the district due to this breach, including attorney and court fees.
14. **Modifications.** No modification of this Contract shall be binding on the Contractor or the District unless set out in writing and signed by both parties. Modifications may include, but are not limited to, changes in the frequency of collection service, number, capacity and type of container, the addition or elimination of services to a District Member under this Contract, or modifications to costs subject to Section 4 Prevailing Wage Rates.
15. **Non-Discrimination.** The Contractor and its subcontractors shall not discriminate against any person because of race, color, religion, gender, gender identity, age, disability, ancestry, religion, national origin, sexual orientation, veteran status, marital status, political affiliation or belief or any other class protected under state and federal law.
16. **Conflicts of Interest.** Each party shall adhere to the provisions of Massachusetts General Laws, Chapter 268A, with respect to the Conduct of Public Employees.
17. **Term.** This Contract shall be for a term of five (5) years, beginning July 1, 2025, and ending June 30, 2030. The district, at its sole discretion, may negotiate with the Contractor for renewal of this Contract at terms agreeable to both the District and the Contractor for a period not to exceed an additional two (2) years.

18. **Payment.** The district towns agree to pay the Contractor for its services in accordance with the price and terms of payment set forth in the attachments to this Contract. Payment terms are next forty-five (45) days from invoice. A service charge of 1.5% per month or, if less, the maximum permitted under law, may be applied to all amounts outstanding for more than forty-five (45) days. All invoices must include an original copy of the weight slips for the respective materials being hauled. The district will not remit payment for any hauling billed without corresponding weight slips.
19. **Fuel Adjustments.** N/A
20. **Severability.** If any section, subsection, sentence, or clause of this Contract shall be adjudged illegal, invalid, or unenforceable such illegality, invalidity, or unenforceability shall not affect the legality, validity, or enforceability of the Contract as a whole or of any section, subsection, sentence, or clause hereof not so adjudged. "so long as the Contract continues to reflect the agreement of the parties." And further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.
21. **Notices.** Any notices, bills, invoices, or reports required by this Contract shall be sufficient if sent by the parties via United States mail, postage paid to prefer email invoices, reports lcernik@nbswmd.com

Linda Cernik, Program Director  
Northern Berkshire Solid Waste Management District  
3 Hoosac Street  
Adams, MA 01220

All District Members are responsible for payment of disposal and processing invoices from Contractor.

22. **Statutes, Ordinances, Compliance with Laws.** All applicable state Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full in the Contract.
23. **Entire Understanding.** This Contract, together with the documents listed below and attached to this Contract, constitute the entire understanding and agreement of the District and Contractor with respect to the subject matter hereof.
24. **Legal Certification.** By acceptance of this Contract, the Contractor certifies that it has complied and will continue to comply with all ordinances, laws and regulations, including but not limited to all Massachusetts tax laws, and certifies that it is authorized to do business in Massachusetts.
25. **Availability of Funds** The compensation provided by this Agreement is subject to the continued availability of Town funds and appropriations and the

continued availability of any other funds anticipated or earmarked for the work hereunder.

- 26. **Governing Law** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regards to conflict of law provisions.
- 27. **Venue and Jurisdiction** Venue and jurisdiction of any action will only be brought in the Commonwealth of Massachusetts, County of Berkshire.
- 28. **Access to Records** Contractor will make all books, accounts, data, records, reports, files and other papers required to be kept or kept in the course of the work to be performed under this Agreement available at all reasonable times for inspection, review and audit by the Town, the District or its authorized representative.

IN WITNESS WHEREOF, the District and Casella Waste Management, Inc. have executed this Contract as of the date first written above.

Northern Berkshire Solid Waste  
Management District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Linda Cernik, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joseph Szczepaniak, JR. Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Douglas McNally, Vice Chairman

\_\_\_\_\_  
Date

Casella Waste Management, Inc.

\_\_\_\_\_  
Stephen Haeder, Division Manager



Bulky Waste Collections on an event basis, cost per pull will be assessed as a transportation fee of \$250.00, and a \$97.00 per ton disposal charge for District Members Adams, Clarksburg and Lanesborough. The district has the option to include other District Members for Bulky Waste collections under the same fee structure. Bulky Waste collection (event basis) will be reviewed by the Board of Commissioners and rates will be increased per the new Contract.

Contractor will provide 30 to 40-yard containers to manage the services listed herein for all materials.

All Towns own MSW Compactor, except Adams.

Town of Peru owns a Mixed Fibers compactor.

Town of Lanesborough rental Fee will be waived from July 1, 2025, to June 30, 2026, using NBSWMD Container

Town of Hinsdale owns Mixed Fibers compactor/container

Town of Williamstown owns Mixed Fibers compactor/ rental fee waived use NBSWMD Mixed Fibers Container.

The district owns (4) 30-yard Commingled Containers and 6 Mixed Fibers containers.

#### **RECYCLABLES PROCESSING FORMULA:**

Processing fees fluctuate if Contractor is charged a higher processing fee from the processing facility, in which case the district will be notified in writing if there should be a processing increase and or a reduction in processing due to market demand.

#### **Mixed Fiber Pricing:**

For mixed paper, Contractor will pay or charge the District Members according to a formula based on current paper markets as indicated by the OCC #11 as shown in the publication, The Official Board Markets, Yellow Sheet, First edition of each month. Contractor will charge District Towns a processing fee of \$64.74 per ton which will be deducted from the current market price.

#### **Commingled Containers Pricing Formula:**

ACR - Threshold = Rebate (Charge)

**Average Commodity Revenue "(ACR)"** - means the current market value for each recyclable commodity (including residue tons) less any direct costs of processor related to transportation, capital improvements, storage, or marketing of product divided by the total tons of commodities shipped from that facility over the same month.

If recyclables are received from the district that materially distorts the ACR, causing an excessive shift in value, the processor reserves the right to make a mid-month ACR adjustment to reflect

the value for that month. In addition, if there is a material change in the ACR during any thirty-day period, the processor reserves the right to make an immediate adjustment to the ACR

**Rebate (Charge)** - means the percentage of value paid to the district when the ACR is greater than the Threshold. When the Rebate is negative, each dollar below the Threshold will be charged to the district.

Rebate Split = 50% to District when ACR is above Threshold

**Threshold** - means the base rate required to process recyclable material (including increases in labor expenses) and to cover capital investments. The threshold will be increased annually beginning on the anniversary date of the Effective date, and each anniversary date thereafter, to an amount equal to the percentage increase of the Consumer Price Index for all Urban Consumers (CPI-U) of the Garbage and Trash Collection expenditure category (<https://www.bls.gov/news.release/cpi.t02.htm>.) as compiled by the most recent twelve (12) month period for which such data is available as compared with the comparable figure for the prior twelve month period. Notwithstanding anything to the contrary, the increase shall not be less than four percent (4%) per year. Processor reserves the right to adjust the Threshold during the Term of this agreement. The current threshold is \$ 184.24 per ton.

Attachment Recycling cardboard/paper and plastic /can and glass Accepted and Not accepted  
See Attachment to Email.

## SCHEDULE C

### DESIGNATED LOCATIONS FOR PICK-UP OF RECYCLABLE, MSW, and C/D Northern Berkshire Solid Waste Management District

Adams	300 East Road	Transfer Station
Cheshire	8 Main Street	Transfer Station
Dalton	Bridle Road, off Park Avenue	Transfer Station
Florida	367 Mohawk Trail Adjacent to Hwy Dept	Transfer Station
Hancock	2441 Hancock Rd	Transfer Station
Hinsdale	106 Plunkett Reservoir Rd	Transfer Station
Lanesborough Monroe	8 Maple Court	Highway Garage/Recycling Transfer Station
New Ashford	Mallory Rd	Fire Station/ Recycling
Peru	Route 143 adjacent to Highway Garage	Transfer Station
Savoy	204 Chapel Rd	Transfer Station
Williamstown	675 Simonds Rd	Transfer Station
Windsor	Route 9	Transfer Station

Bulky Waste under special collections:  
Adams, June

Lanesborough, September

Clarksburg, October

\*\*Special collections are held yearly, FY25 models may change. \*\*

## **SCHEDULE D - PREVAILING WAGE SCHEDULE**

**SCHEDULE E – COMMINGLE AND PAPER PER TOWN HAUL  
RATES**

<b>31-10865 Cheshire</b>	<b>Haul</b>	<b>Rental</b>
40 Yd: Paper	\$210	\$100 Month
30 Yd: Recycling	\$210	\$100 Month
<b>31-10898 Florida</b>	<b>Haul</b>	<b>Rental</b>
40 Yd: Paper	\$295	\$100 Month
30 Yd: Recycling	\$356	\$100 Month
<b>31-10899: Hinsdale</b>	<b>Haul</b>	<b>Rental</b>
40 Yd: Paper	\$288	\$100 Month
30 yd: Recycling	\$243	\$100 Month
<b>31-10900: Savoy</b>	<b>Haul</b>	<b>Rental</b>
40 Yd: Paper	\$332	\$100 Month
30 yd: Recycling	\$309	\$100 Month
<b>31-10908: Williamstown</b>	<b>Haul</b>	<b>Rental</b>
40 yd Bway: paper	\$422	\$100 Month
30 yd OT: Recycle	\$253	\$100 Month
<b>31-10909: Peru</b>	<b>Haul</b>	<b>Rental</b>
40 yd Bway: paper	\$249	\$100 Month
30 yd OT: Recycle	\$210	\$100 Month
<b>31-12206: Hancock</b>	<b>Haul</b>	<b>Rental</b>
40 Yd: Paper	\$325	\$100 Month
30 Yd: Recycling	\$249	\$100 Month
<b>31-12512: Adams</b>	<b>Haul</b>	<b>Rental</b>
40 yd Bway: paper	\$278	\$100 Month
30 yd OT: Recycle	\$268	\$100 Month
<b>31-31029: Lanesborough</b>	<b>Haul</b>	<b>Rental</b>
40 Yd: Paper	\$229	\$0
30 Yd: Recycling	\$210	\$0
<b>31-1031: New Ashford</b>	<b>Haul</b>	<b>Rental</b>

40 Yd: Paper	\$240	\$100 Month
30 Yd: Recycling	\$209	\$100 Month
<b>31-10907: Windsor</b>	<b>Haul</b>	<b>Rental</b>
40 Yd: Paper	\$288	\$100 Month
30 Yd: Recycling	\$209	\$100 Month
<b>31-10912: Monroe</b>	<b>Haul</b>	<b>Rental</b>
30 yd: Recycling	\$573	\$100 Month
<b>31-10915: Dalton</b>	<b>Haul</b>	<b>Rental</b>
40 yd Bway: paper	\$260	\$0
30 yd OT: Recycle	\$210	\$0

**SCHEDULE F – MSW Haul Rates**

<b>31-10865 Cheshire</b>	<b>Haul</b>	<b>Disposal</b>
40yd Bway MSW	\$327	\$130.00
<b>31-12205 Florida</b>	<b>Haul</b>	
40yd Bway MSW	\$327	\$130.00
<b>31-10899: Hinsdale</b>	<b>Haul</b>	
40yd Bway MSW	\$327	\$130.00
<b>31-10900: Savoy</b>	<b>Haul</b>	
40yd Bway MSW	\$327	\$130.00
<b>31-10908:</b>		
<b>Williamstown</b>	<b>Haul</b>	
40yd Bway MSW	\$327	\$130.00
<b>31-10909: Peru</b>	<b>Haul</b>	
40yd Bway MSW	\$327	\$130.00
<b>31-12206: Hancock</b>	<b>Haul</b>	
40yd Bway MSW	\$327	\$130.00
<b>31-12512: Adams</b>	<b>Haul</b>	
40yd Bway MSW	\$327	\$130.00
<b>31-10907: Windsor</b>	<b>Haul</b>	
40yd Bway MSW	\$327	\$130.00
<b>31-10911: Monroe</b>	<b>Haul</b>	
40yd Bway MSW	\$327	\$130.00
<b>31-10915: Dalton</b>	<b>Haul</b>	
40yd Bway MSW	\$327	\$130.00

### SCHEDULE G – C&D Haul Rates

<b>31-10865 Cheshire</b>	<b>Haul</b>	<b>Disposal</b>
40 Yd C&D	\$361	\$140.00
<b>31-10898 Florida</b>	<b>Haul</b>	
30 YD C&D	\$361	\$140.00
<b>31-10899: Hinsdale</b>	<b>Haul</b>	
30 YD C&D	\$361	\$140.00
<b>31-10900: Savoy</b>	<b>Haul</b>	
30 YD C&D	\$361	\$140.00
<b>31-10908: Williamstown</b>	<b>Haul</b>	
30 YD C&D	\$361	\$140.00
<b>31-10910: Peru</b>	<b>Haul</b>	
30 YD C&D	\$361	\$140.00
<b>31-12207: Hancock</b>	<b>Haul</b>	
30 YD C&D	\$361	\$140.00
<b>31-12512: Adams</b>	<b>Haul</b>	
30 YD C&D	\$361	\$140.00
<b>31-10907: Windsor</b>	<b>Haul</b>	
30 YD C&D	\$361	\$140.00
<b>31-10911: Monroe</b>	<b>Haul</b>	
30 YD C&D	\$361	\$140.00
<b>31-10915: Dalton</b>	<b>Haul</b>	
30 YD C&D	\$361	\$140.00

**5-year Contract Casella Waste Management, Inc.**

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**Town of Adams**

**Date:**

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**New Ashford**

**Date:**

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**Jennifer Morse, Town of Cheshire**

**Date:**

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**Town of Savoy**

**Date:**

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**Town of Clarksburg**

**Date:**

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**Town of Peru Date:**

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**Neil Oleson, Town of Florida**

**Date:**

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**Town of Williamstown**

**Date:**

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**Town of Hancock**

**Date:**

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**Town of Windsor**

**Date:**

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**Town of Hinsdale**

**Date:**

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**Town of Lanesboro**

**Date:**

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**Carla Davis, Town of Monroe**

**Date:**

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**Town of Dalton**

**Date:**