

PERU BOARD OF SELECTMEN MEETING

Town Hall Community Center, 3 EAST MAIN RD

Monday, June 23, 2025 @ 6:00pm

1. Call to order
2. Selectboard Roll Call
3. State recording status
4. Pledge Alliance to the Flag
5. Discussion and possible vote to reorganize the Board of Selectmen
6. Review and Approve BOS Meeting Minutes for 6-9-25 and 6-16-25
7. Update from Departments
8. Discussion and possible vote on Berkshire Health Alliance contract
9. Discuss and possible vote on 2025 Fiscal year end budget
10. Discussion and possible vote on Transfer Station Swap Shed policies
11. Discussion and possible vote to appoint Kim Leach as Council on Aging Director
12. Discussion and possible vote to reappoint the following: Logan Brooks as Fire Inspector and Doug Haskins on the Town Hall Building Advisory Committee
13. Review and Approve accounts payable, Treasury Warrants, Payroll Warrants
14. Public Input
15. 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

Posted June 17, 2025 @5:00pm



Town Clerk

TOWN HALL 3 EAST MAIN ROAD PERU, MA 01235

SELECT BOARD MEETING MINUTES: June 23, 2025, 6:00 P.M.

Town Hall Community Center

Verne Leach, Chair Selectman
Samuel Haupt, Selectman
Edward Munch, Selectman
Terry Walker, Recording Secretary
Bruce Cullett, Police Chief
Justin Russell, Highway Superintendent
James Kenney, Cemetery Commission
Nanette Mone, Health Department
Doug Haskins, Parks and Rec
Caryn Wendling, Treasurer/Collector

Public Attendees:

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

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

Item 3: State Recording status: TA Walker recording, Selectman Leach recording for personal reasons under exemption E

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

Item 5: Discussion and possible vote to reorganize the Board of Selectmen: Placed on hold.

Item 6: Review and Approve BOS Meeting Minutes for 6/9/2025 and 6/16/2025:

Selectman Leach motion to approve 6/9/2025 minutes pending changes, Selectman Haupt second, 2-0.
Selectman Haupt motion to approve 6/16/2025 minutes, Selectman Leach second, 2-0.

Item 7: Update from Departments:

Highway Department: Highway Superintendent Russell received quotes for recycling dumpsters. The cost to purchase one is \$8,350 and could be purchased with recycling dividends. Beginning July 1st, Casella will be charging \$100.00 per month for rental of recycling dumpsters, and he feels that purchasing one would be more cost effective. Selectman Leach asked Superintendent Russell if he would advertise for the position for the highway department position and when would they receive a letter of resignation from Mark. Superintendent Russell plans to advertise the position in the Country Journal, Berkshire Eagle and Iberkshire. Superintendent Russell mentioned that he will be working on Skyline Trail on July 7th and 8th and may need Chief Cullett for traffic control. Sunrise Village will be paved on August 4th to August 7th.

Police Department:

Chief Cullett revised his contract, and the contract was accepted and signed by the BOS.. It was noted that paragraph 17 was deleted from the contract. Chief Cullett will be meeting with the Board of Health with an emergency plan on Monday at 9:30 am. The Board of Health initiated ICS training.

The remaining ARPA funds were earmarked for an enclosed trailer for the UTV. The quote was in excess of the balance which is \$6,250.00. Selectman Haupt mentioned that the balance will be paid for by the fire department.

James Kenney, Cemetery Commission:

Jim mentioned that the landowner at South Cemetery contacted Darryl Darby, Cemetery Sextant, and asked if the town wanted to purchase one half acre. She changed her mind about selling land to the town. The Cemetery Commission voted 2-0 to not pursue purchasing the property. She then wanted tax relief in exchange for allowing the town to use her land as a parking lot. The BOS agreed that they do not need a parking lot. The BOS ratified the Cemetery vote to not pursue purchasing the land.

Doug Haskins, Parks and Rec:

Doug asked permission to go ahead with the basketball hoop. The BOS instructed Doug to put 4 stakes with ribbons to mark off the area.

Doug also mentioned that a Celebration of Life is being held for his brother-in-law on July 26th. He asked to use the tables and chairs at the town hall. Selectman Leach mentioned the policy states that the tables and chairs cannot be removed from the town hall.

Town Administrator

TA Walker received the contract for eradicating the Hogweed at 45 North Road and 55 East Windsor Road. The cost for 3 applications is \$2,250.00. TA Walker signed the contract since the first application will take place before the end of June 2025.

TA Walker mentioned that the Town of Washington is leasing a van to transport students to McCann and Taconic vocational schools. The cost of Peru's student going to McCann is \$100.00 per day and Taconic will be \$50.00 per day. She will be meeting with the Chairman of the Board of Selectmen in Washington to sign the contract.

Tax Collector/Treasurer:

Caryn Wendling mentioned that on April 23, 2025, she had signed the new town hall policy form. She had requested copies of all employees signed policies and has not received them. Selectman Leach mentioned that he has the signed policies and will give copies to TA Walker and copies to Caryn for everyone's personnel file.

Caryn questioned how the highway employee who is resigning will be paid for unused personal and vacation time. Superintendent Russell mentioned that he will be paid for the earned time. Since he is paying his health insurance for September in August, he would like to be covered until he resigns in September.

Caryn also had questions about hiring Kim Leach as the Council on Aging Director. The board mentioned that hiring Kim Leach was placed on hold because Selectman Munch was not present.

Item 8: Discussion and possible vote on Berkshire Health Alliance contract: Selectman Haupt motion to approve and sign Berkshire Health Alliance contract, Selectman Leach second, 2-0. Chairman Leach signed contract.

Item 9: Discussion and possible vote on 2025 fiscal year end budgets:

Appropriations that need to be reviewed:

- TA Walker mentioned that the Fire Department expense account will be in deficit with the last invoice by \$205.60 Sam Haupt mentioned that the fire company will pay the balance. Also, Eversource is over budget by around \$700.00.

- Selectman Leach mentioned that the Constable's salary needs to be removed as a town appropriation because it is an elected position and the position receive a salary.
- The Future Equipment account needs to be reviewed.
- Snow Roads Private and Snow Roads Public needs a journal entry to close out Snow Roads Private.
- The next Finance Committee meeting will be held on Wednesday, July 9th.
- This discussion placed on hold

Item 10 Discussion and possible vote on Transfer Station Swap Shed policies: Selectman Leach motion to approve Transfer Station Swap Shed policies, Selectman Haupt second, 2-0. TW mentioned that there is around \$2,000 remaining in the grant. BOS asked Highway Superintendent Russell to order a bulletin board. TA Walker mentioned that the deadline to submit invoices for grant reimbursement is June 30th.

Item 11: Discussion and possible vote to appoint Kim Leach as Council on Aging Director: Placed on hold.

Item 12: Discussion and possible vote to reappoint the following: Logan Brooks as Fire Inspector and Doug Haskins on the Town Hall Building Advisory committee: Selectman Leach motion to appoint Logan Brooks as Fire Inspector and Doug Haskins to the Town Hall Building Advisory Committee, Selectman Haupt second, 2-0.

Item 13: Review and Approve accounts payable, Treasury Warrants, Payroll Warrant: V26-2025

Item 14: Public Input: N/A

Item 15: Adjourn: Selectman Leach made a motion to adjourn the 6/23/2025 BOS Meeting, Selectman Haupt second, Vote 2-0. The 6/23/2025 BOS Meeting adjourned at 6:58 P.M.

Articles used:

- Minutes from 6/9/2025 and 6/16/2025
- Warrant V26-2025
- Reappointment papers
- Berkshire Alliance Contract
- Hogweed contract
- Peru Transfer Station Swap Shed policies
- Quote Wastequip for Dumpster
- Police Chief revised contract

Ferry Walker
Recording Secretary

Verne Leach, Chairman

Samuel Haupt, Selectman

Edward Munch, Selectman

Date Approved: 6-30-25

RECEIVED
JUN 30 2025
Kim Leach
TOWN CLERK

Agreement

By and Between

The Town of Peru

And

The Berkshire Regional Planning Commission
(as fiscal host for the Berkshire Public Health Alliance)

THIS AGREEMENT made as of the 1st day of July, 2025, is by and between the Town of Peru and the Berkshire Regional Planning Commission, acting as fiscal host for the Berkshire Public Health Alliance, hereinafter called the COMMISSION.

WHEREAS, the TOWN OF PERU has entered into an Intermunicipal Agreement with other municipalities and the Berkshire Regional Planning Commission to create the Berkshire Public Health Alliance to improve the delivery of public health services;

WHEREAS, the Berkshire Regional Planning Commission has been designated as the Host Agency for the Berkshire Public Health Alliance;

WHEREAS, professional services are sought to assist the TOWN OF PERU in providing public health services.

NOW, THEREFORE THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. **ENGAGEMENT OF COMMISSION:** The TOWN OF PERU hereby engages the COMMISSION to perform the services set forth herein and the COMMISSION hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The COMMISSION shall perform the necessary services as described in Attachment A.
3. **RESPONSIBILITY OF THE TOWN OF PERU:** The TOWN OF PERU shall assume responsibility for assisting the COMMISSION insofar as possible for the purpose of efficiency and furnishing the COMMISSION with information needed to satisfactorily complete the services. The TOWN OF PERU shall appoint the Alliance and/or any individuals working for the Alliance as health agents for the Board of Health prior to any services being performed.
4. **REPORTING:** The COMMISSION will submit written reports to the TOWN OF PERU on the status of professional services as specified in Attachment A, or at other times as required.
5. **TIME OF PERFORMANCE:** The services of the COMMISSION are to commence on or about July 1, 2025, and shall be undertaken and completed in sequence as to assure their expeditious completion. All services required hereunder shall be completed no later than June 30, 2026.
6. **COMPENSATION:** The TOWN OF PERU will pay the COMMISSION \$12,862.00 for work as specified in Attachment A based on a mutually agreed upon invoice procedure.
7. **TERMINATION:** The TOWN OF PERU or COMMISSION may withdraw from this agreement for cause upon 15 days written notice. In case of withdrawal, all finished and unfinished material shall

become the property of the TOWN OF PERU. In the event of termination by the TOWN OF PERU, the COMMISSION will be compensated for services provided to the date of termination.

8. AMENDMENTS: This agreement may be amended as agreed to in writing by the signatories hereto.
9. NON-DISCRIMINATION: The COMMISSION shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin.
10. INDEMNIFICATION: To the extent permitted by law, the TOWN OF PERU shall indemnify and hold the COMMISSION free from damages or liability resulting from the design, construction, operation or maintenance of the project, and from any subsequent future damage resulting from acts of nature, negligence, vandalism or other causes.
11. CONFLICT OF INTEREST: The COMMISSION shall adhere to the mandates of the Massachusetts Conflict of Interest Statute.
12. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
13. COPYRIGHT: No material prepared in whole or in part under this agreement shall be subject to copyright in the United States of America or in any other country. All material produced under the terms of this agreement is public property and cannot be copyrighted by either the COMMISSION or the TOWN OF PERU.
14. SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of the agreement shall not be affected thereby, and all other parts of this agreement shall nevertheless be in full force and effect.
15. ASSIGNMENT: This Agreement may not be assigned by either party.

IN WITNESS thereof, the TOWN OF PERU and the COMMISSION have executed this agreement as of the date above written.

TOWN OF PERU:

By: _____

Town of Peru

Date: 6-23-25

COMMISSION:

By: _____

Date: _____

Thomas Matuszko, Executive Director

Attachment A

Scope of Services

Under the direction and control of the Peru Board of Health, the Berkshire Public Health Alliance, c/o the Berkshire Regional Planning Commission as Fiscal Host, shall perform public health inspectional services as follows:

- **Septic Systems:** Witnessing of Soil Evaluation/Perce Tests and Title 5 Inspections (see note below), reports, inspections and witnessing as necessary for new construction, repairs and transfers of property. Review plans for Disposal Works Construction Permits
- **Wells:** Review site plans for new/decommissioning of wells/private water supplies.
- **Retail Food Establishments:** Conduct inspections services, including review of permit applications and all required inspections.
- **Housing:** Conduct housing inspections/complaints and follow up. Abandoned or other long-standing housing cases addressed as time allows. Orders to correct and re-inspections, as needed. Quote does not include court time. Court time will be billed at a separate hourly rate of \$75/hr.
- **Public Health Nuisance Complaints:** Inspection and follow-up nuisance complaints that are a risk to public health. These services include orders to correct and re-inspections as needed.
- **Recreational Camps for Children, Pools, Beaches, Family Campgrounds:** Review applications, conduct inspections and re-inspections and submit annual reporting to State (as required).
- **Communication to BOH:** Reporting to the Board of Health throughout the month, as needed, and monthly or quarterly reports to the BOH. Attendance at up to 12 Board of Health meetings annually. Filing state mandated reports, as required.
- **Online Permitting:** Provide technical support for online permitting.
- **Office hours:** Staff the Peru BOH office a total of 6.0 hours a month
- **Other:** All other work normally in the scope of a public health agent's responsibilities.

All services provided to be by fully qualified and certified public health professionals.

SERVICES PROVIDED BY THE TOWN OF PERU:

This quote assumes the Town of Peru will provide administrative/clerical assistance, including:

- **Interact with the Public:** Provide permit applications to individuals or businesses as requested and answer basic questions. Answer phone calls/emails from the public regarding public health matters and leave messages for the Alliance inspector if unable to answer the question and a return call or email is needed. Provide file information requests.
- **Applications/Payments:** Accept completed paperwork and payments. Process and track payments. Review paperwork/applications for completeness.
- **Notification of Alliance Inspector:** Notify Alliance inspector of permit applications/plans received by the office.
- **Annual Renewals:** Mail permit renewals and permits as directed by the inspector/BOH. Process applications and payments through Full Circle and issue permits as directed by the BOH.
- **Mailings:** Mail Order to Correct and T5 Non-Compliance Letters by both first class and certified mail.
- **Board of Health Meeting:** Draft and post meeting agenda, draft meeting minutes, compile packets for BOH meetings.
- **Filing:** Implement filing system as suggested, and file completed paperwork.

ATTACHMENT B
PAYMENT SCHEDULE

Payment on this contract shall be made as follows:

Public Health Inspectional Services

This AGREEMENT shall be in effect from July 1, 2025 through June 30, 2026. The ALLIANCE will bill the Town of Peru \$3215.50 on a quarterly basis, for a total of \$12,862.00 annually from July 1, 2025 to June 30, 2026. The first quarterly payment shall be due on July 1 or upon execution of this contract. Subsequent payments shall be due on October 1, January 1, and April 1. Payments shall be due within 30 days of invoicing.

PERU BOARD OF HEALTH MEETING MINUTES

Monday January 27, 2025, 10:00 AM

Community Room, 3 E Main Rd

1. The meeting was called to order at 10:07 AM.
2. Roll call: present Nanette Mone, Peggy White, Darryl Darby and Valerie Bird, Health Agent. Also present was Coralie Pelkey.
3. Nanette recording.
4. Upon reviewing the minutes, Peggy had 2 comments: 1) Jamie Zappata is Jaymie, going forward. 2) where the minutes show the comment adults influence teenagers to use alcohol more than their peers, Peggy said that it was only one aspect of the report on alcohol consumption in the Berkshires. Nanette stated that the text was about what Darryl had heard at the governors' board meeting. So, the comment stands. A motion was made to approve the minutes from 12/09/2024. All in favor.
5. Discussion of the alliance contract for inspectional services centered on a change in the number of hours that Valerie will spend on Monday nights at town hall. The increase is from 3 hours per month to 6 hours a month. This is essential for Valerie to better collaborate with the building inspector. She had to sign off on permits, etc. Also, the contract calls for Valerie to attend up to 12 meetings of the board of health. The cost last year was \$9,702.00; this fiscal year it will be \$12,862.00. This reflects the difference in Valerie's hours. Valerie's expertise and work is important to the town and to the board of health. After a short discussion it was decided that Peggy will attend the select meeting tonight and see if the selectmen are willing to sign the contract tonight. If necessary, the BOS approval might be held off until their next meeting when it will be on the agenda. Peggy made a motion to approve the alliance contract for inspectional services with the edit to the hours. All in favor. A signed copy of today's minutes has to be sent to the alliance.
6. Health Inspector's report: A) 15 Curtin Rd. ownership has transferred. There is still a pile of debris; Bruce expressed concern but it is a building inspector issue. B) 20 South Rd. Ext: Valerie received an email from the conservation commission regarding a wetland issue. She told them that the owner held off until spring for a septic design. The plan will have to go to the commission for approval and then to the BOH. The owner acknowledged that he needs to drill a well. C) 32 North Rd: the property has been cleaned up nicely, Valerie said. The board can take it off the list. Darryl asked whether the owner had filled out a permit application. Valerie said she will send out forms for the new season on April first to everyone. D) 35 North Rd: Travis is waiting for a septic design and for spring. The COC (certificate of occupancy) will depend on the water supply and the disposal system. E) 55 E. Windsor Rd: Valerie spoke to the attorney general who knew nothing about this property. There is still the hogweed issue and right now the board cannot go onto the property until the housing issue is settled. Tax taking takes years to resolve. In the meanwhile, the hogweed grows and the house is an attractive nuisance. This will definitely go to housing court to resolve. F) 156 South Rd: Valerie said they haven't secured the house yet, but Darryl had gone by more recently and said that there were boards in place. The automobiles were still there. Although Ms. Avery said they are not hers, Valerie said it is the responsibility of the property owner to remove them. It would be up to Bruce to handle the vehicle issue. G) The couple acre lot between The Goyette home and the Becker home on North Rd. is owned by a Patricia Reese Schieili but all letters sent to her in

Forestville CT have been sent back for years. Caryn said she has not paid tax since 2009, but when asked if the property is in tax title, she did not know. Valerie called New Britain CT assessors; there was no record of excise taxes. The town clerk in Forestville did not have a death certificate and said that she wouldn't if the lady died in another town. No one seems to know that the lady owns this property. Mrs. Schieili married in 1968; if she was 20 at the time she would now be 87. Valerie said the lot has to go to tax title. There are 3 apparently abandoned campers on the land, one of which was crushed by a fallen tree. H) 127 E. Windsor Rd. property owned by Evalyn Shaw, has a mobile home on it that is in uninhabitable condition; the concern is that the home needs to be secured from anyone entering it. Ed Fahey verified this when the new septic system was installed. A resident expressed to Peggy the concern that it is dangerous if entered. Denise Shaw sent an email to Peggy stating her issues. (a copy is attached). The board and Valerie discussed possible avenues that Denise could pursue to resolve the problem of the mobile home. Peggy has done some research into potential funding to board up the entrances. Those include the Taconic Foundation, which would funnel monies to the CRA in Dalton. Also, there is the Denise Kayly fund at the cancer center. Sue Bud, a social worker, is the contact person. The Hilltown CDC is another potential source of money. They helped the Shaws with the septic system. Metal scrappers was also mentioned if they decide to try for demolition. Valerie said that if they are unable to find the funds, then the issue would go to housing court and the judge would direct the town to do the work and a lien would be placed against their home. Noone wants to see that happen. Peggy asked Valerie if boarding up the mobile home would be sufficient as a temporary stop gap. She said yes but she thought we should not be going this far with the Shaws and not Ms. Avery for instance. Peggy said it was because Ms. Avery did not say she couldn't do it, but the Shaws did. Peggy also put forth the idea that Denise could contact various persons in town who could put up the boards, possibly on a voluntary basis. But all of this research would be their responsibility. Another avenue would be to sell part of their acreage to pay for the work. Darryl suggested that Denise contact a realtor. A phone call was made to Denise during the meeting and all of this was told to Denise. It was reiterated that as the owners it is their responsibility. Denise said she would try. Valerie will do a follow up in May to assess the result of Denise's efforts.

7. A motion was made to move up item 7 to after item 5. All in favor. With regard to the annual budget, Terry had told Valerie that the report was yearly, so she gave Peggy the figures based on that. However, Peggy said that the report was based on the fiscal year. Valerie adjusted her figures accordingly. Peggy said that last year the report had gone astray for a while. Peggy will ask the BOS tonight, at Valerie's suggestion, to whom is the BOH supposed to send their annual report so that it is received timely. With regard to the BOH annual budget, Peggy has been working with Valerie. The figures include postage, water testing, and the alliance contracts for the public health nurses and the inspectional services. The board, along with Valerie, want and actually need to create a new line-item revolving account under the health department for monies taken for camping permits, to include temporary, alternate and seasonal housing. The BOH has several housing issues that will end up in housing court. At this time, monies for said camping permits are put into general revenue. The board of health will use the funds to pay for court and legal costs and will not be added to the tax burden. Valerie spoke with Bruce; the finance committee would seed the account with \$1,000.00.
8. Several public health surveys were emailed to us from the alliance. One is a community survey to assess a sense of needs. Peggy said she did that one and it was easy. Darryl said he did the hospital

survey. And there is another survey that is more complicated. The alliance said they would do it for us if we wanted. The board decided to have the alliance go ahead with that survey. The last survey is the emergency management plan framework for public health's role in emergencies. This is a living document of who to call when an issue arises. Valerie has offered to use her laptop to complete this. We will go into a working session after; there will be no deliberating, just delineating roles. The state wants each town to fill out this document.

9. Discussion of the mini grant/rural equity grant account balance was added to the next meeting.
 10. With regard to the Rural Equity Grant for the holidays 2025, Peggy said that Jaymie had contacted her about applying by June. Coralie thanked the board for the gift cards. Fourteen families were the recipients. Peggy said she wasn't sure if we would be able to get the funds due to the recent pausing of funding. Peggy was able to get another supply of free covid kits, but had doubts that would continue. She then launched into a statement about the effects on communication in the medical field, about disease numbers which doctors rely on, about research for cures and the potential health impact locally and nationally. Fifty percent of the budget for MDPH comes from the federal government. Also, the alliance relies on federal dollars. She said she was trying not to be judgmental, but is concerned from the public health point of view.
 11. No additional public comment.
 12. The next meeting will be March 3, 2025 at 10:00 AM. The agenda will include health inspector's report, follow-ups on the alliance contract for inspectional services, on the annual report, on the surveys, on the budget line item and on the emergency plan document and status of the BOH account.
 13. The meeting continued while completing the emergency plan document. A motion was made to adjourn at 1:30 PM. All in favor.
 14. Minutes respectfully submitted as draft by Nanette Mone 03/02/2025.
- Approved 03-03-2025

Nanette Mone Nanette Mone

Peggy White Peggy White

Darryl Darby Darryl Darby

RECEIVED
MAR 11 2025
Kim Leach
TOWN CLERK
TOWN OF DEPT



LAND STEWARDSHIP, INC.

June 17th, 2025

Terry Walker, Town Administrator
Town of Peru
3 East Main Road
Peru, MA 01235

PROPOSAL: Invasive Plant Management Services, Town of Peru, Peru, MA

Outlined below is an estimated budget for services associated with managing giant hogweed (*Heracleum mantegazzianum*) within the Town of Peru. We managed two sites (45 North Road and 55 East Windsor Road) in Peru between 2021-2023 through a contract with The Massachusetts Department of Agricultural Resources. Under this contract/proposal with the Town, we will resume management activities.

Treatment Methods, Schedule, and Cost

2025

- Task 1. Herbicide application. June. We will manage the hogweed areas with an herbicide application. \$750.00
- Task 2. Follow-up treatment. August. We will conduct a follow-up herbicide application. \$750.00

2026

- Task 3. Follow-up treatment. August. We will conduct a follow-up herbicide application. \$750.00

TOTAL COST: \$2,250.00

To retain the services listed above, please return a signed copy of this proposal

Terry Walker
Signature

6/20/2025
Date

If you have any questions, please call me at 413-863-6333 or email me at chris@landstewardshipinc.com.

Sincerely,

Chris Polatin

Chris Polatin, MS, CERP
President & Senior Restoration Ecologist



Land Stewardship, Inc.
PO Box 511
Turners Falls, Massachusetts 01376

413-863-6333
info@landstewardshipinc.com
www.landstewardshipinc.com

We maintain the following insurance policies:

- General liability
- Workers' compensation
- Auto

We will provide a certificate of insurance at your request.

About Land Stewardship, Inc.

Our team members are thoroughly trained in ecological restoration techniques and best management practices, wetlands identification, and invasive/native plant identification. We all have at least an undergraduate education in a natural resource field, while others hold master's degrees in environmental science. We maintain pesticide applicator licenses (Massachusetts and other New England states) and have obtained or are working to obtain certificates in Invasive Plant Management through UMASS Extension.

Our company supports the Society for Ecological Restoration and the North American Invasive Species Management Association as our professional organizations. These affiliations provide us with standards for practice, educational opportunities, professional certification, a code of ethics, inspiration, and a community of scientists and practitioners to engage with in order to represent best practices in our field.

Peru Transfer Station Swap Shed

SWAP SHED POLICIES

PURPOSE: The purpose of the Peru Transfer Station Swap Shed is to keep items out of the landfill and to provide a free outlet for unwanted items that are still usable. The program is run by Transfer Attendants.

INTENT: To make items available to all Peru Transfer Station permit holders, and not to allow one or a few persons to monopolize the facility. Therefore, any Transfer Attendant has the right to restrict or refuse an individual's access to the facility.

Swap Shed items are free to Peru Transfer Station permit holders for residential/personal use only, NOT commercial or resale.

Space is limited. The Swap Shed is not intended to accept every unwanted item in town. Ideas for other local reuse outlets, thrift and consignment shops may be suggested.

RULES:

- The Swap Shed is open to Peru Transfer Station permit holders only. Vehicles of Swap Shed users must have a current Peru Transfer Station Sticker.
- When the Transfer Station is closed, Swap Shed is closed, items are NEVER to be removed or left inside or near the shed. NO EXCEPTIONS!
- Only drop off items during open hours with a Transfer Attendant permission.
- Only Transfer Attendants are allowed to accept incoming materials.
- Transfer Attendants have the right to refuse items that do not meet acceptable item guidelines. Please refer to the list of Acceptable & Unacceptable Items.
- Acceptable items may vary or change depending on space, season, duplicate items, and other considerations.

- If an item is not accepted, Peru Transfer Station has recycling and disposal options for many items. Published fees will apply; see Transfer Station Attendant.
- Large loads of donations (i.e. boxes of leftovers from yard sales or house clean outs) may be difficult to sort out and find space for in the shed, so they may be rejected. Space is limited.
- Due to the need to close promptly at the Swap Shed closing time, large loads of donations might not be accepted 30 minutes before the shed closes.
- Items must be clean and in good working order.
- Items should be assembled. If necessary to disassemble transport, please check in with a Transfer Attendant to make sure the items will be accepted, then reassemble the item at the Swap Shed.
- All items are offered without warranty of any kind. Any items taken from the Swap Shed are taken at the resident's own risk. Any future disposal fees are the responsibility of the resident who takes the item.
- **Respect and civility are expected of all residents, Transfer Attendants, and others. Use common courtesy when interacting with others. Do not cause disturbances or disruptions. Any person failing to comply with this policy will be asked to leave.**

Wondering what to do with usable items that are not accepted at the Swap Shed?

Free reuse options include:

- **Re-Use Board:** advertise your large unwanted items on the ReUse Board inside the shed. Leave a description, your contact info, and the date.
- Local thrift shops, consignment stores, and charities

Online sharing sites:

- **Next Door app:** <https://nextdoor.com>
- **Freecycle:** freecycle.org
- **Reuse Marketplace:**
Businesses and organizations can list surplus materials such as drums, pails, equipment, and more at: reusemarketplace.org

Peru Transfer Station Swap Shed

ACCEPTABLE & UNACCEPTABLE ITEMS

This list will be updated as needed and may change depending on space and other considerations. Transfer Attendants will decide whether the items presented will be accepted. Additional items might not be accepted due to space limitations or other considerations. Due to the need to close promptly at the Swap Shed closing time, large loads of donations might not be accepted 30 minutes before the shed closes.

YES - ACCEPTABLE ITEMS:

Below are examples of items that are generally accepted. The Transfer Attendant can refuse items based on condition, inappropriate items, seasonal items, duplicate items, etc.

All items must be clean and in working condition.

<ul style="list-style-type: none"> ✓ Appliances (small household): e.g. toaster, toaster oven, iron, blender, mixer, lamps (all <u>must</u> be working) ✓ Arts & Crafts materials (no hazardous materials or hazardous waste) ✓ Artwork, knick-knacks, picture frames ✓ DVD movies, CDs in good condition ✓ Holiday decorations, when in season (if electronic, <u>must</u> be working) ✓ Home décor ✓ Household items: e.g. kitchenware, dishes, glasses, utensils, pots and pans 	<ul style="list-style-type: none"> ✓ Office supplies ✓ Pet supplies (no food items) ✓ Reusable shopping bags (clean, good condition) ✓ Seasonal items (in season) ✓ Sporting Equipment (in good condition, no skis or ski boots) ✓ Tools: hand and power only, small only (must be working) ✓ Toys, games, puzzles (complete, working)
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NO - UNACCEPTABLE ITEMS:

Below are examples of items that are not accepted. Transfer Attendant may refuse items based on condition, inappropriate items, seasonal items, duplicate items, and more.

<ul style="list-style-type: none"> ☒ Appliances (major): e.g. refrigerators, stoves, washers, dryers, dishwashers, air conditioners, dehumidifiers ☒ Auto fluids, auto batteries ☒ Batteries ☒ Books (donate to library instead) ☒ Car seats (infant/child) ☒ Chemicals ☒ Clothing (donation bin) ☒ Computers/printers/fax machines ☒ Fire Extinguishers ☒ Food ☒ Furniture ☒ Fragranced items ☒ Hazardous waste products 	<ul style="list-style-type: none"> ☒ Herbicides, pesticides ☒ Highchairs, infant safety items ☒ Large items (grills, doors, tires) ☒ Liquids ☒ Mattresses, box springs (Dalton) ☒ Medical equipment & supplies ☒ Paints, stains, spray paint ☒ Smoke detectors, carbon monoxide detectors ☒ Soiled, wet, or mildewed items ☒ Skis, ski boots of any type ☒ Toilets, sinks, plumbing ☒ Toys in intermixed boxes ☒ VHS tapes, cassette tapes ☒ Weapons, ammunition, fireworks
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1079 State Route 20, New Lebanon NY, 12125
 PHONE 800-235-0734 FAX 518-794-6319
 W/Q-10349702



MassDEP Contract No:
 FAC113designatedDEP

Sell To:

Contact Name Justin Russell
 Bill To Name Peru MA Highway Department
 Bill To 3 East Main Road Suite 110
 Peru, MA 01235
 USA
 Email highwaydept@townofperuma.com
 Phone (413) 655-8224
 Mobile (413) 655-8224

Ship To Name Peru MA Highway Department
 Ship To 9 East Main Road
 Peru, MA 01235
 USA

Quick Ship

Quote Information

Salesperson Bill Morin
 Salesperson Email bmorin@wastequip.com
 Salesperson Phone (603) 498-4401

Expiration Date 6/21/2025
 Quote Number WQ-10349702
 Please Reference Quote Number on all
 Purchase Orders

Product	Product Description	Description	Quantity	Sales Price	Total Price
Container - NY - 163065NE	30 Cubic Yard Standard Duty Rectangle Roll Off Container w/ Cam Latch 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6" x 2" x .016" Structural Tubing Main Rails, Walls 12 gauge with side columns on 24" centers and 3" x 4" x .11 gauge Top Rails, Cam Latch System - Primed and Painted any Standard Color		1.00	\$5,675.00	\$5,675.00
Container - NY - ROC402	Recycle Roof - Barn Roof		1.00	\$3,159.00	\$3,159.00
Container - NY - ROC405	Recycle Roof - 30" x 30" Sliding Poly Door Each	Four plastic loading doors per side of barn roof	8.00	\$166.00	\$1,328.00
Special Receiver Box - NY (See Details for Product Information)	Special Receiver Box - NY (See Details for Product Information)	PN 234575 40CT22SSOCT 40 yard 22' long 88" inside height, 90" inside width, closed top standard spec octagon compaction container cable pick up, 7 gauge floor, 3/16" main rails, 7-10 gauge lower-upper side walls, floor channel on 18" spacing, 1/8" door tubing, four wheels, standard compactor opening, 1/2" HD grab plates, camlock door latch,	1.00	\$8,350.00	\$8,350.00

\$10,162.00

Payment Terms Net 30 Days if credit has been established
 Shipping Terms FOB Origin

Subtotal \$18,512.00
 Shipping \$700.00
 Tax \$0.00
 Grand Total \$19,212.00

**CONTRACT OF EMPLOYMENT
BETWEEN
TOWN OF PERU
AND
CHIEF OF POLICE
(Modified June 9, 2025)**

This agreement, made this 9th Day of June, 2025 by and between the Town of Peru (“the Town”), acting by and through its Board of Selectmen (“the Board”), and Bruce W. Cullett, Chief, (“the Chief”), witness that: ›

WHEREAS, the Town is desirous of securing the services of the Chief in the operation of the Peru Police Department; and

WHEREAS, the Chief is willing to perform the duties of the position of Chief according to the terms and conditions of this contract;

NOW, THEREFORE, pursuant to Chapter 41, Section 108(0), the Town and the Chief agree that the following contract shall set forth the Chief’s conditions of employment for the Chief.

1. Duties. The operational control of the police department for the Town shall be the responsibility of the Chief. The Chief shall have all the authority and powers granted to a Chief of Police under the provisions of M.G.L. Chapter 41, Section 97A.
 - a. The Chief shall be responsible for the planning, organizing, and coordination of police operations. The duties of the Chief shall include but not be limited to the following:
 - a) Supervision of the daily operations of the police department.
 - b) Supervision of all department personnel.
 - c) Preparation and submission of the police department budget.
 - d) Submission of reports to the Town either orally or in writing when requested or required in order to ensure the proper communication between the Town and the police department.
 - e) Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the police department.
 - f) Supervision and control of all equipment and motor vehicles belonging to or used by the police department.
 - g) Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the police department.
 - h) Being in charge of all police officers including full time, part time, special, auxiliary and/or reserve police officers.
 - i) Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.
 - j) Maintaining the discipline of department personnel; the issuing of orders, rules, regulations, policies and procedures, subject to approval of the Board of

**CONTRACT OF EMPLOYMENT
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Selectmen, where appropriate within the limitations of M.G.L. Chapter 41, Section 97A; and the assignment of shifts and duties of all department personnel.

- k) Being available for hearings before any appointed or elected Board of the Town at which the police department is required to appear and before the Town Meetings when necessary.
- l) Being responsible for communicating with the public, including the media, on matters relating to crime, police operations and department policy.
- m) Command all police officers.
- n) Serve as chief law enforcement officer of the Town.
- o) Perform related work as required and appropriate for the position of Chief of Police.

2. Hours of Work.

- a. The Chief agrees to devote that amount of time and energy which is reasonably necessary for the Chief to faithfully perform the duties of the Chief under this contract. The Chief of Police position currently requires an average of 40 hours per week.
- b. It is recognized that the Chief must devote a great deal of time and effort outside of normal business hours to the business of the Town. The Chief is the primary first responder for the Peru Police Department, and is typically on call 24 hours per day, seven days per week. It is also recognized that the Peru Police Department Chief position is non-exempt as defined by 29 CFR 541.3(b) as determined by the Board given the primary duties of the Chief. Accordingly, the Chief is subject to Overtime Pay in accordance with the Fair Labor Standards Act (FLSA). An overtime rate shall be established for the Chief by dividing the Chief's current weekly salary by 40 and then multiplying by 1.5.
- c. The Chief shall be permitted to teach occasional classes or engage in occasional consulting in the field of law enforcement or firearms instruction at such times that will least adversely impact Department operations.

3. Vacation Allowance and Personal Days

- a. The Town agrees to grant the Chief five weeks of vacation leave, with pay, during each fiscal year of this contract. Unused pro-rated vacation leave shall be paid in full to the Chief of Police upon separation of service for any reason. Vacation leave shall be scheduled by the Chief so as not to conflict with the needs of the Town. Vacation leave may not be carried forward from fiscal year to fiscal year.

**CONTRACT OF EMPLOYMENT
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- b. The Town agrees to grant to the Chief four (4) paid personal days per fiscal year. Personal days may not be carried forward from fiscal year to fiscal year.

4. Sick Leave:

- a. The Chief shall receive the equivalent of one calendar week of sick leave per fiscal year. Sick leave may be used for personal illness or out of work injury, family illness/injury, or prescribed medical examinations. Unused sick leave shall be carried forward from fiscal year to fiscal year and will be capped at a maximum of the equivalent of six calendar weeks (240 hours) of sick leave.

5. Bereavement Leave:

- a. The Chief of Police shall be entitled to a calendar week of Bereavement Leave for the death of an immediate family member without loss of pay.

6. Paid Holidays:

- a. The Chief shall not be expected to report to work on the following Massachusetts Holidays: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriots Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day. If the Chief is required to work on one of the listed holidays for any reason, the Chief shall be entitled to Overtime pay.

7. Compensation: The Town shall pay the Chief a salary, which annualized, would be eighty thousand dollars (\$80,000.00) in FY 2026. An automatic cost of living increase of at least two percent (2%) per year shall be added to the Chief's salary in fiscal years 2027 and 2028 subject to appropriation at Annual Town Meeting. The Town understands and acknowledges that it shall be responsible to budget and support any such appropriation and the terms of this Contract at any and all Town Meetings. The Chief will be paid bi-weekly using direct deposit for payroll minus appropriate and lawful deductions.

8. Extra Duty: The Chief shall be entitled to extra duty compensation such as police details for traffic safety or event/site security as allowed for in the Peru Police Department's detail policy.
9. Indemnification: The Town of Peru shall indemnify, defend and save harmless the Chief of Police from any complaint, tort, claim, suit, judgment, demand or other legal action,

**CONTRACT OF EMPLOYMENT
BETWEEN
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whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Chief of Police. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Chief of Police. The Town shall save harmless the Chief of Police for any personal financial loss and expense, including reasonable legal fees and costs, if any. This provision shall survive any termination of this agreement with respect to acts or omissions while serving as Chief.

10. Insurance.

- a. The Town agrees to furnish, at its expense, professional liability insurance for the Chief with liability limits of at least one million (\$1,000,000.00) dollars.
- b. The Chief shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general town government employees are eligible. The Town agrees to contribute toward the cost of such insurance programs an amount or percentage not less than the highest applicable amount or percentage available to other non-bargaining unit general government employees of the Town, for a comparable policy.
- c. As a sworn police officer, the Chief shall be entitled to injured-on-duty benefits as provided in M.G.L. Chapter 41, Section 111F.

11. Length of Contract: The initial term of this contract shall be for a period commencing July 1, 2025 and ending June 30, 2028.

12. Modification: No change or modification of this contract shall be valid unless it shall be in writing and signed by both of the parties.

13. Law Governing: This contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

14. Termination: Discipline or Discharge Grievance Procedure:

- a. It is agreed that the Chief of Police can be disciplined or discharged (which term includes non-reappointment) only for just cause, upon proper written notice of at least 30 days and only after a hearing at which the Chief shall have the right to be represented by counsel. The term "proper written notice" as it appears in this section means that written notice of the hearing must be given to the Chief at least thirty (30) calendar days prior to the date of the hearing and must set forth the following: (i) the date, time and location of the hearing; (ii) the reason for the

**CONTRACT OF EMPLOYMENT
BETWEEN
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(Modified June 9, 2025)**

hearing; (iii) the charges alleged; and (iv) the range of discipline considered. The Chief shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. The principle of progressive discipline will apply and the Town recognizes its obligation to provide the Chief with periodic performance evaluations.

- b. The Chief may appeal any discipline or discharge to a single arbitrator subject to the Labor Arbitration Rules of the American Arbitration Association with the cost of the arbitration to be shared equally by both parties. The decision of the arbitrator shall be final and binding with no further right of appeal beyond that which is permitted by law for the review of arbitration decisions.
- c. In the event the suspension or discharge of the Chief, if the arbitrator or a court shall reverse or modify a suspension or discharge, the Chief shall be entitled to back pay benefits and counsel fees to the extent and in the amount that the arbitrator or court awards.

15. Severability of Provisions: If any clause or provision of this contract shall be determined to be illegal or unenforceable by a court of competent jurisdiction then both parties shall be relieved of all obligations under that provision and the remainder of this contract shall not be affected thereby.

16. Renewal: Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract no less than nine months prior to the end of its initial or any extended terms, this Contract shall automatically be extended on the then applicable terms and conditions for an additional one (1) year period.

17. Death During Term of Employment: If the Chief of Police dies during the term of his employment, the Town shall pay to the Chief of Police's estate all the compensation which would otherwise be payable to the Chief up to the date of the Chief of Police's death, including but not limited to, unused vacation, holidays, and compensatory time.

18. No Reduction in Benefits: The Town shall not at any time during the Term of this Agreement reduce the salary or benefits of the Chief of Police except to the degree that such reductions are made across the board for all management employees of the Town.

**CONTRACT OF EMPLOYMENT
BETWEEN
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IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date first above written.

For the Town of Peru, MA

For the Chief of Police

By:

Edward Munch, Selectman



Bruce W. Cullett, Chief of Police



Verne Leach, Selectman



Samuel Haupt, Selectman