

TOWN HALL 3 EAST MAIN ROAD PERU, MA 01235

SELECT BOARD MEETING MINUTES: February 2, 2026 @ 6:00 P.M.

Town Hall Meeting Room

Samuel Haupt, Selectman
Edward Munch, Selectman
Terry Walker, Recording Secretary
Bruce Cullett, Police Chief
Shana Lecours-Assessor
Jonathon Mejias-Assessor

Public Attendees:

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

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

Item 3: State Recording status: TA Walker recording,

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

Item 5: Review and Approve BOS meeting Minutes for 1/20/2026. Selectman Munch motion to approve minutes pending changes, Selectman Haupt second, 2-0.

Item 6: Update from Departments:

Town Administrator:

- TA Walker mentioned that she had received two checks from Superior Propane, one for \$350.70 and one for \$945.35. Bruce Cullett asked if the refunds could go back into the fuel account. TA Walker will ask town accountant.
- Annual Report: TA Walker asked the BOS if Town Clerk Leach could print the Annual Report as she has done in the past. The appropriation for the Annual Report is \$2,000. Selectman Munch motion to allow Town Clerk Leach to compile and print the Annual Report, Selectman Haupt second, 2-0.
- Snow Roads: Highway Superintendent was not present, and TA Walker asked the BOS to vote on overspending the snow roads account. Selectman Munch motion to invoke emergency spending for snow roads, Selectman Haupt, 2-0.
- Formula Grant: TA Walker mentioned that Council on Aging has received an \$8,000 formula grant. TA Walker is also reporting that Bonny DiTomasso has purchased 20 pairs of ice cleats to be distributed to seniors.

Transfer Station:

Ed Munch, Transfer Station Attendant, mentioned that the transfer station was closed last Saturday. He removed the snow from both machines, and the Transfer Station will be open next Saturday.

Town Hall Maintenance:

Ed Munch mentioned that he will be finished painting the heating regulators this week.

ZBA,

Sam Haupt, Chairman of the ZBA, mentioned that the updated zoning bylaws should be available to review prior to ATM. He mentioned that the approved updates and changes should be finalized in the fall.

Assessors:

Shana Lecours and Jonathon Mejias attended the meeting. Jonathon mentioned that he had spoken with Fin Com Chairman Cullett regarding the increase in the tax map account during FY26 from \$1,600 that was approved at ATM to \$2,450. The Assessors cannot find the contract from FY26 with the \$850.00 increase. Fin Com Chairman Cullett mentioned that the Assessors should ask CAI to split the difference of \$850.00 since the Assessors had not received a contract for FY26. Assessors mentioned that abatements have ended and exemptions were the same as last year. Jonathon mentioned that 2 ATB cases are pending. He expects one to end in mediation and the other residential case to go to trial in March. Jonathon mentioned that the Assessors have data to defend the town during ATB cases, and he is confident he can handle the ATB cases. Jonathon mentioned the Reval process began last year and most of the field work was completed. Paula King from DOR felt that the town is in a good spot as far as Reval goes.

Item 7: Discussion and possibly changing the name of South Road Ext, per James Kenney's request: James Kenney was not present. Placed on Hold.

Item 8: Discussion and possible vote on the Chief of Police contract in coherence with a Mutual Agreement between the Town of Peru and Town of Hinsdale for Police Chief services with Chief Cullett: The Mutual Agreement was reviewed and signed by the Hinsdale Board of Selectmen after revisions were made by Selectman Haupt and approved by town council Brian Maser. The revisions included but were not limited to the addition of a 10% administrative fee for the Town of Peru, which will be used to cover employer related payroll deductions and new retirement assessment including salary. The Town of Peru will receive \$7,334.00 for extra expenses per month. Selectman Munch motion to accept the revised Mutual Agreement, Selectman Haupt second, 2-0. Selectman Haupt mentioned that the revised agreement was effective January 8, 2026.

Item 9: Discussion and possible vote on Job Description for Town of Peru Assessor: Selectman Haupt motion to approved revised job description for Town Assessor, Selectman Munch second, 2-0. TA Walker was instructed to advertise the position on the town website.

Item 10: Discussion and possible vote to adopt a letter for Sustainable Purchasing Policy for Northern Berkshire Solid Waste: Selectman Munch motion to approve and sign letter, Selectman Haupt second, 2-0.

Item 11: Review and Approve accounts payable, Treasury Warrant, payroll Warrant: V16-2026

Selectman Munch motion to adjourn at 6:48 p.m. Selectman Haupt second, 2-0

Selectman Munch motion to reconvene at 7:07 p.m. Selectman Haupt second, 2-0

Selectman Munch present

Selectman Haupt present

Item 12: Public Input: N/A

Item 13: Adjourn: Selectman Munch made a motion to adjourn the 2/2/2026 BOS Meeting, Selectman Haupt second, Vote 2-0. The 2/2/2026 BOS Meeting adjourned at 7:12 P.M.

Articles used:

1/20/2026 minutes

V16-2026

Town of Hinsdale and Town of Peru Mutual Agreement

Assessor Job Description

Letter-Sustainable Purchasing Policy

Terry Walker

Recording Secretary

Verne Leach, Chairman

Samuel Haupt, Selectman

Edward Munch, Selectman

Samuel Haupt

Edward Munch

Date Approved: 2/17/2026

**CONTRACT OF EMPLOYMENT
BETWEEN
TOWN OF PERU
AND
CHIEF OF POLICE
(Effective January 8, 2026)**

This agreement, effective the 8th Day of January, 2026 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

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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.
- p) Perform all duties outlined above for the Town of Hinsdale in accordance with the Intermunicipal Agreement for Police Chief Services between Peru and Hinsdale effective January 8, 2026.

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 subject to the provisions of paragraph 2(d) below.
- 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 hourly overtime rate of \$57.69 shall be utilized for the Chief for any Overtime calls pertaining to Peru. This Overtime rate shall be utilized when the Chief is "called in" to respond to calls outside of normal working hours, weekends, holidays, etc.
- 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.
- d. The Chief shall split his time between Peru and Hinsdale as Chief Cullett deems appropriate for the circumstances on any given day. The Town agrees that Police Chief duties may affect this schedule and shall rely on Chief Cullett's judgement

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to determine the appropriate use of his time on any given day subject to reasonable oversight by the Board.

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.
- 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: During the term of the Intermunicipal Agreement for Police Chief Services between the Towns of Peru and Hinsdale the Town of Peru shall pay the Chief a salary, which annualized, would be one hundred thirty thousand and four dollars (\$130,004) in FY 2026. As outlined in the Intermunicipal Agreement effective January

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8, 2026, Hinsdale shall pay Peru \$6,667 per month in salary for Chief of Police Services (\$80,004 per year). Peru shall pay Chief Cullett the full amount received from the Town of Hinsdale in salary minus appropriate payroll deductions and shall pay Chief Cullett an additional \$50,000 per year salary for a total annual salary of \$130,004 during the initial term of the Intermunicipal Agreement. 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 for budgeting 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. It is understood by both Parties that upon termination of the Intermunicipal Agreement this Employment Contract will be revised and the Salary for the Chief shall revert back to an annualized amount of eighty thousand dollars (\$80,000). The Town of Peru shall be responsible for all payroll related expenses including, but not limited to, retirement, health insurance, FICA, unemployment insurance, and all fringe benefits.

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, 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

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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 January 8, 2026 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 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.

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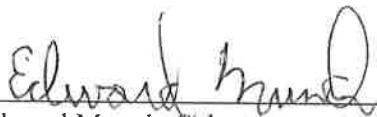
15. Severability of Provisions: If any clause or provision of this contract shall be determined to be illegal or unenforceable by a court of competent jurisdiction then both parties shall be relieved of all obligations under that provision and the remainder of this contract shall not be affected thereby.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

IN WITNESS WHEREOF, the Parties hereto have executed this Contract this 2nd day of February, 2026 .

For the Town of Peru, MA

For the Chief of Police

By:

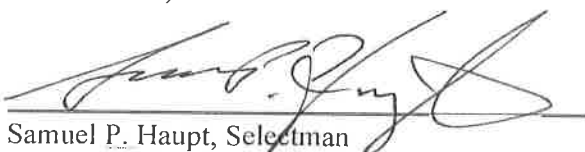


Edward Munch, Selectman



Bruce W. Cullett, Chief of Police

Verne Leach, Selectman



Samuel P. Haupt, Selectman

INTERMUNICIPAL AGREEMENT POLICE CHIEF SERVICES

This Intermunicipal Agreement (hereinafter "Agreement or Contract"), effective January 8, 2026, by and between the **Town of Peru**, (hereinafter "Peru") and the **Town of Hinsdale**, (hereinafter "Hinsdale"), is entered into in accordance with G.L. c. 40 Section 4A, upon the following terms and conditions, "Party" shall mean one of the Parties, "Parties" shall mean both Peru and Hinsdale:

WHEREAS, under the laws of the Commonwealth of Massachusetts, both Peru and Hinsdale voted to establish Police Departments and voted to employ Police Chiefs in their respective departments.

WHEREAS, Peru currently employs **Bruce W. Cullett** ("**Chief Cullett**") as its Chief of Police; and

WHEREAS, Hinsdale does not presently have anyone assigned to perform the duties of Police Chief while Chief Shawn Boyne is on administrative leave; and

WHEREAS, Peru and Hinsdale are desirous of making the most efficient use of their respective town resources, while at the same time providing sound and effective policing services to its residents;

NOW THEREFORE, for good and valuable consideration, and the mutual promises set forth below, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **POLICE CHIEF:** Chief Cullett will perform the duties as the Chief of Police for both Peru and Hinsdale.
2. **OPERATIONS:**
 - a. The parties shall work together to establish mutually agreeable schedules for Chief Cullett and he shall split his time between Peru and Hinsdale as Chief Cullett deems appropriate for the circumstances on any given day. The Parties agree that Police Chief duties may affect this schedule and will rely upon Chief Cullett's judgement to determine the appropriate use of his time on any given day.
 - b. Hinsdale shall provide all appropriate and necessary police equipment and supplies to the Chief while he is serving as Chief of Police in Hinsdale including, but not limited to any equipment or supplies that would designate which Town the Chief is serving at the time such as his badge and uniform and provide administrative services to Chief Cullett while performing Chief of Police duties for Hinsdale.
 - c. Chief Cullett shall have the authority to direct, control, supervise, and assign all Hinsdale Police personnel as set out in MGL c.41 section 97A.
 - d. Chief Cullett shall report weekly to the Select Board and Town Administrator in Peru and Town Administrator in Hinsdale while performing Chief of Police services for Peru and Hinsdale and the Parties, represented by the Town Administrators, shall meet monthly to discuss the services being performed generally under this Agreement.
3. **BUDGET:** For the period, starting January 8, 2026, through July 8, 2026 or the extension or termination of this Agreement Hinsdale shall pay Peru the monthly sum of \$7,334.00 in advance of each month for Chief of Police services provided by Chief Cullett. Said

sum represents \$6,667.00 in salary together with a \$667.00 administrative fee. Peru shall pay Chief Cullett the full salary amount received from Hinsdale for his services minus appropriate payroll deductions, in addition to the compensation set forth in the Chief's employment agreement with Peru. In addition to the monthly salary outlined above, Hinsdale shall pay Peru for 50% of all maintenance and repair costs incurred by Peru for the marked Peru police cruiser (Unit #221) that the Chief currently drives. Each Town shall provide the Chief with access to their gasoline tanks for use in the Chief's police cruiser. The Chief shall alternate fill-ups between the two Towns so that each Town is supplying approximately half of the fuel utilized in the police cruiser. Chief Cullett shall be considered an employee of Peru for purposes of retirement, health insurance, FICA, unemployment insurance and all other fringe benefits. Paychecks shall be issued by Peru, which will manage any deductions necessary for retirement, health insurance, and withholding taxes.

4. **LIABILITY:** Each Party shall maintain appropriate liability insurance covering police personnel during the term of this Agreement in amounts agreed upon by the Parties. For the purposes of liability insurance coverage, Chief Cullett shall be considered an employee of Peru during the performance of duties in Peru and an employee of Hinsdale when performing his duties in Hinsdale. Each community shall provide insurance and/or be responsible for any claims made by the Chief pursuant to M.G.L. c.41, section 111F or for any other injury claim while the Chief is performing his duties in the respective community. Hinsdale shall indemnify, defend, and hold Peru harmless from and against all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of any and all claims made against the Towns or the Chief based on him performing his duties in Hinsdale. Peru shall indemnify, defend, and hold Hinsdale harmless from and against all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of any and all claims made against the Towns or the Chief based on him performing his duties in Peru. Each Town has a duty to provide a full legal defense, including attorney's fees, for any claim, administrative matter, or proceeding arising out of the Chief's official duties.
5. **TERM:** This Agreement shall take effect on January 8, 2026 and shall continue in effect through July 8, 2026 or the return to duty of Chief Boyne, whichever occurs first. Either Party may opt out of the Agreement upon 30 days written notice without penalty. However, the provisions of Section 4 and the liability and indemnification provisions there under shall survive the termination of this Agreement.
6. **RENEWAL:** By no later, than June 1, 2026 each party shall notify the other party whether they wish to renew this Inter-Municipal Agreement for Police Chief Services for a specified period of time. If either party indicates an unwillingness to renew the Agreement, or if either party fails to notify the other party, this Agreement shall expire on July 8, 2026. The agreement may be extended by mutual agreement of the parties.
7. **MISCELLANEOUS:**
 - a. **Amendment:** This agreement may only be amended or modified by written document signed by the Parties.
 - b. **Governing Law:** This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts, and any dispute hereunder shall be brought in the appropriate court within Berkshire County.
 - c. Nothing in this Agreement shall prevent either Party from exercising their rights of supervision relative to the Chief of Police. Peru shall be the only Town that may exercise disciplinary action or dismissal in accordance with the terms outlined within Chief Cullett's Employment Agreement and applicable law.

Hinsdale may terminate the Chief's services in accordance with Section 5 of this Agreement.

- d. The Parties shall not discriminate against any person because of race, color, religious creed, national origin, gender, age, ancestry, handicap, gender identity, veteran's status, sexual orientation, or any other protected class under the law.
- e. The Parties shall conduct operations under this Contract in compliance with all applicable federal, state, and local rules, regulations, and laws.
- f. The Parties each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Contract.
- g. This Contract, together with the attachments hereto, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.
- h. In the event that any provision of this Contract shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Contract or modified so as to render it reasonable, and the remaining provisions of this Contract binding upon the Parties as of the date of this Contract. Further, should this Contract omit any statutory or regulatory requirements that would otherwise render this Contract illegal, then this Contract shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.
- i. The compensation provided by this Contract is subject to the continued availability of Town funds and Town appropriations.

THIS AGREEMENT executed on the dates set forth below:

Town of Peru
By its Town Administrator

Terry Walker
Terry Walker

Town of Hinsdale
By its Town Administrator

Robert D. Graves
Robert D. Graves

Ratified by its Select Board:

Not Available
Verne Leach, Chair

Edward Munch
Edward Munch

Samuel Haupt
Samuel Haupt

Ratified by its Select Board:

Margaret Gregory
Margaret Gregory, Chair

Not Available
Bart Collins

Raymond Huntoon
Raymond Huntoon

Dated: 2/2/26

Dated: 1/28/2026

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(Modified January 8, 2026)**

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

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- 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.
- p) Perform all duties outlined above for the Town of Hinsdale in accordance with the Intermunicipal Agreement for Police Chief Services between Peru and Hinsdale dated January 8, 2026.

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- 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.
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Chief duties may affect this schedule and shall rely on Chief Cullett's judgement to determine the appropriate use of his time on any given day.

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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: During the term of the Intermunicipal Agreement for Police Chief Services between the Towns of Peru and Hinsdale the Town of Peru shall pay the Chief a salary, which annualized, would be one hundred thirty thousand and four dollars (\$130,004) in FY 2026. As outlined in the Intermunicipal Agreement dated January 8,

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CHIEF OF POLICE
(Modified January 8, 2026)**

2026, Hinsdale shall pay Peru \$6,667 per month for Chief of Police Services (\$80,004 per year). Peru shall pay Chief Cullett the full amount received from the Town of Hinsdale minus appropriate payroll deductions and shall pay Chief Cullett an additional \$50,000 per year salary for a total annual salary of \$130,004 during the initial term of the Intermunicipal Agreement. 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. It is understood by both Parties that upon termination of the Intermunicipal Agreement this Employment Contract will be revised and the Salary for the Chief shall revert back to an annualized amount of eighty thousand dollars (\$80,000). The Town of Peru shall be responsible for all payroll related expenses including, but not limited to, retirement, health insurance, FICA, unemployment insurance, and all fringe benefits.

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, 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

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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 **January 8, 2026** 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 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.

**CONTRACT OF EMPLOYMENT
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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.

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

Town Assessor for the Town of Peru

The Town of Peru is accepting applications for one Assessor to serve on the 3-member Board of Assessors, under the direction of the Primary Assessor. Peru is a town with approximately 814 residents, is 26 sq. miles in size and is in Central Berkshire County. Peru has 762 parcels of property including 351 single family homes. Real Estate and Personal Property taxes for FY25 totaled \$2,160,788.93.

The Board of Assessors serves under the administrative direction of the Board of Selectmen via the Town Administrator and oversees the Town's Assessing Department operations. These positions on the Board of Assessors require Mass DOR certification through online Course 101.

As an Assessor, under the guidance of the Primary Assessor, you will be responsible to act upon all abatements, exemptions, Chapter land applications, commitments, warrants, liens and other signatory requirements that are required by the Board. Customer service to the public is also an important duty of the Assessors.

You are required to attend Assessors' meetings or complete tasks designated by the Primary Assessor for an average of no more than 2 hours per week with an annual salary of \$2,652.25.



Town of Peru
3 East Main Road
Peru, MA 01235

413-655-8312 x 100 - townadmin@townofperuma.com

Town of Peru Sustainable Purchasing Policy

The Town of Peru recognizes that procurement decisions of our employees and contractors have significant impacts on the environment. By including environmental, public health and waste reduction considerations in our purchasing decisions, along with price, performance and product availability, we can remain fiscally responsible while promoting practices that minimize waste and environmental impacts. The purpose of this document is to establish the framework for a sustainability-based purchasing program for the Town of Peru.

Objectives of this policy include making purchasing decisions that:

1. Minimize waste and prioritize reuse by identifying alternative options for new and single-use products and equipment.
2. Support recycling markets by purchasing products with post-consumer recycled content, and that are recyclable after use.
3. Conserve natural resources such as energy and water.
4. Minimize environmental impacts from pollution, greenhouse gases and toxins/hazardous products.

To meet the above goals, Peru will, whenever feasible:

- Purchase products and services offered through the Operational Services Division's Environmentally Preferable Products and Services Guide.
- Prioritize donation and reuse before disposal of goods or equipment; and whenever possible, utilize the State Surplus Property Program.
- Adhere to Federal Comprehensive Procurement Guidelines for minimally accepted recycled content levels when purchasing office paper, envelopes, notepads and file folders
- Prioritize purchasing products that are durable, long lasting, reusable or refillable, and avoid purchasing single use products.

The town is committed to sustainable purchasing and empowers employees to be innovative and demonstrate leadership by considering environmental and public health benefits when making purchasing decisions.

This policy is adopted as of this day, February 2, 2026, supersedes any previous policy and is subject to change without notice.

Verne Leach, Chairman _____

Samuel Haupt, Selectman _____

Edward Munch, Selectman _____

Date: _____

2/2/26