

TOWN HALL 3 EAST MAIN ROAD PERU, MA 01235

SELECT BOARD MEETING MINUTES: March 4, 2024, 6:00 P.M.

Town Hall Meeting Room

Verne Leach, Chair Selectman/ACO
Doug Haskins, Selectman/Finance Committee
Ed Munch, Selectman
Terry Walker, Town Administrator
Justin Russell, Highway Superintendent
Bruce Cullett, Police Chief
James Kenney, Cemetery Commission
Valerie Bird, Board of Health

Public Attendees:

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

Item 2: Roll Call: Chairman Leach present, Selectman Haskins present, Selectman Munch present

Item 3: State Recording status: N/A

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

Item 5: Review and Approve BOS Meeting Minutes for 2/21/2024

Selectman Leach motion to approve 2/21/2024 minutes as written, Selectman Munch second, 2-0 -Selectman Haskins recused himself-he was not at the meeting.

Item 6: Update of Departments:

Jim Kenney, Cemetery Commission distributed a final draft of cemetery rules/ guidelines and is anticipating the Selectmen will endorse the updates. Mr. Kenney mentioned that there will be a meet and greet Saturday, March 9th at the Community Center to discuss the updates. Selectman Leach mentioned that the draft would need to be reviewed by town counsel before being placed on the ATM warrant. Mr. Kenney needs to send the final draft to TA Walker before May 1st then TA Walker will email draft to town counsel for review and approval for ATM warrant.

Highway Superintendent Russell reported on the MassWorks \$1,000,000 grant proposal. One Expression of Interest for the Massworks grant will be to resurface Middlefield Road with a rubber seal very similar to chip seal. The condition of Middlefield Road is in better condition than E. Windsor Road and will not need full-depth reclamation. The distance for resurfacing Middlefield Road is about 3 miles.

Highway Superintendent mentioned another Expression of Interest will be written for the Sunrise Village neighborhood project. Highway Superintendent Russell will work with TA Walker to submit two Expression of Interests for the MassWorks grant.

Chapter 90 project for August Smith and Curtin Road was also discussed. Highway Superintendent Russell provided a State Aid Reimbursable Programs Preliminary Estimate form for Chapter 90 projects totaling \$715,928.50. Once the State Legislature approves Peru's FY25 Chapter 90 apportionment for \$141,970.97, the Highway Superintendent will have ample funds to complete the projects on August Smith and Curtin Road

Police Chief Cullett mentioned that he will be writing a grant to replace an expired bullet proof vest. The vest will cost \$1,500 and it is 50% reimbursable grant.

TA Walker mentioned an email regarding an ADA grant that she received from Highway Superintendent Russell. The grant will be written to pave parking lots at town hall and fire station. Superintendent Russell will seek quotes on paving. TA Walker asked the BOS if she should pursue the ADA grant for paving the front side of Fire House and town hall parking lots. All three Selectman agreed that TA Walker should write the ADA grant.

Systems Awards Management, SAM, registration was submitted today at 5:07 p.m. This is a yearly mandatory registration which allows federal grant funds to be electronically sent to the town's bank account.

TA Walker mentioned TPX was able to set up access to her voice mail plus all calls are transferred to her Town Administrator email.

Valerie Bird, Health Department Agent, asked TA Walker to set up her phone with TPX so she has access to her voicemail and also have voice mail sent to her email. TA Walker agreed to work with TPX to get Valerie's phone and email linked.

Item 7: Discussion and possible vote to sign the Berkshire County Fire Chief's Association Mutual Aid agreement:

Selectman Leach motion to sign the Berkshire County Fire Chief's Association Mutual Aid Agreement, Selectman Munch second, 3-0

Item 8: Review the Fire Chief's Job Description for posting: Selectman Leach motion to post job description for the fire chief as is with a salary of \$2,525.00, Selectman Munch second, 3-0. TA Walker was asked to email the Town Clerk for posting and to surrounding town administrators.

Item 9: Discussion and possible vote on Town Hall Building Committee posting: Police Cullett questioned if the BOS had any input on the Town Hall Building Committee posting. Police Chief Cullett would like to move forward with the committee and a study is needed in order to apply for grants for the town hall. Selectman Leach is in favor of posting and mentioned that meetings cannot be held downstairs because of the mold. Selectman Munch wants to post as soon as possible. Selectman Leach presented a final report on the building assessment of the town hall that Shaun Batho completed. The report is very detailed, and the town hall has a substantial amount of deficiencies. It was agreed that Mr. Batho's invoice will be paid from the Town Hall Expense account. Selectman Leach motion to vote on Town Hall Building Committee posting, but change the date to May 1st as deadline to receive letters of interest, Selectman Munch second, 3-0.

Item 10: Discussion on Assessor's job applicants: Selectman Leach feels that he cannot back the candidate because of his prior work history for the Town of Peru. Selectman Haskins wants to table item at this time.

Item 11: Discussion of Assistant Treasurer job position: Selectman Leach mentioned an email with the resignation of Accountant Eric Kinsherf if things didn't change in Peru. The accountant agreed to stay on board as long as things change. Eric's concern is that the Treasurer is not reconciling cash on a monthly basis. The Selectboard discussed an Assistant Treasurer that would assist in reconciling cash on a monthly basis. Treasurer Wendling questioned the Selectboard on what this new person would be doing. Treasurer Wendling also mentioned that she did not have time to write a job description for an Assistant Treasurer. She asked the Board who would be training this person and if she trained a new person it would take time away from her duties. Treasurer Wendling asked the BOS to give her until April to balance FY23 books. Treasurer Wendling mentioned she and Eric Kinsherf had a nice discussion and spoke about changes and resolutions that would work in the Treasurer's office. They both agreed on a timeline which is to have FY24 books closed by September 30th. Treasurer Wendling mentioned that she is already 7 months behind in reconciling receipts and bank statements. At the present, Treasurer Wendling is reconciling cash for June 2023, the next step is to enter into gateway and then Free Cash certified will be certified. Treasurer Wendling compromised with the BOS by agreeing to work more than 20 hours per week and to reconcile on a monthly basis. Treasurer Wendling also stated that

if she needs assistance, she will ask TA Walker since she and Eric Kinsherf both agreed that TA Walker is educated in SoftRight and as a Treasurer. Treasurer Wendling also mentioned that she and TA Walker work well together. Selectman Munch asked if deadlines will be met in the future. Accountant Eric Kirshner and Treasurer Wendling agreed to have monthly meetings. Treasurer Wendling anticipates having July 2023 and August 2023 reconciled by early April 2024 and she plans to work extra hours for the next 3 months. Treasurer Wendling is very confident and will give reports to TA Walker for BOS review on the progress of cash reconciliation for FY24. Selectman Munch supports the Treasurer's decision and wants to assist in whatever she wants to do. Selectman Haskins understands that training an assistant will put her further behind and he certain the Finance Committee would not be in favor of adding an Assistant Treasurer salary to the budget. Selectman Leach is happy as long as Accountant Eric Kinsherf agrees with the compromise. Selectman Leach also stated that after the resignation email on Monday something had to be done. Selectman Munch reiterated that Treasurer Wendling has free assistance from TA Walker and we know that TA Walker is willing to help you.

Treasurer Wendling had a question regarding Assessor Sue Koziara's time sheet. Ms. Koziara is on vacation and her time sheet reflected vacation days. The question is whether part time people receive vacation and holiday pay. Selectman Leach explained that Ms. Koziara has a stipend and gets paid the same amount every week. Treasurer Wendling will make changes to the time sheet reflecting stipend of \$360.00 per week rather than \$30.00 X 12 hours per week. Chief Cullett mentioned that the town has an approved policy for part time employees' vacation and holiday. TA Walker was asked to give Treasurer Wendling a copy of the policy.

Item 12: Review and approve Accounts Payable, Treasury Warrant and Payroll Warrant: V18-2024, 24-18P

Item 13: Public Input: Police Chief Cullett asked for guidance on junk cars on private property: Should he send a notice to the estate or approach as an unlicensed facility. Selectmen Leach suggested getting a list of unlicensed businesses. Chief Cullett asked the BOS to have town counsel give a ruling on this issue. Selectman Leach instructed Police Chief Cullett and TA Walker to contact town counsel for a ruling.

TA Walker will have a list of expired business licenses for the BOS to review.

TA Walker was instructed by the BOS to request all town keys, town computer and fire department credit card from Jesse Pelkey. If Temporary Fire Chief Cawthron wants computer or keys, he will need to sign off on keys and computer. Also, another credit card in Dan's name will need to be issued.

Item 14: Adjourn: Selectman Leach made motion to adjourn the 3/4/2024 BOS Meeting, Selectman Haskins second, Vote 3-0. The 3/4/2024 BOS Meeting adjourned at 7:48 P.M.

Articles used:

Warrant: V18-2024, 24-18P
Berkshire County Fire Chief's Association Mutual Aid Agreement
Fire Chief's job description
Town Hall Building Committee posting
Assessor's resume and cover letter
Chapter 90 State Reimbursement
Chapter 90 apportionment from Governor Healey
TSB Design Building assessment
Email from Accountant Eric Kinsherf
Cemetery Rules and Guidelines update

Terry Walker
Town Administrator

Verne Leach, Chairman

Doug Haskins, Selectman

Ed Munch, Selectman

Ed Munch

Date Approved: 3/11/24

Received March 13, 2024 - Kim Leach , Town Clerk



BERKSHIRE COUNTY FIRE CHIEFS ASSOCIATION, Inc.

The Town/City/Fire District of Peru accepts the provisions of
Massachusetts General Law, Chapter 48: Section 59A

FIRE DEPARTMENTS: Ch. 48: Section 59A Aid to other municipalities; authorization; fire departments; payment for damages

Section 59A. Cities, towns and fire districts may, by ordinance or by-law, or by vote of the board of aldermen, selectmen or of the prudential committee or board exercising similar powers, authorize their respective fire departments to go to aid another city, town, fire district or area under federal jurisdiction in this commonwealth or in any adjoining state in extinguishing fires therein, or rendering any other emergency aid or performing any detail as ordered by the head of the fire department, or the Massachusetts military reservation fire district and while in the performance of their duties in extending such aid the members of such departments shall have the same immunities and privileges as if performing the same within their respective cities, towns or districts. Any such ordinance, by-law or vote may authorize the head of the fire department to extend such aid, subject to such conditions and restrictions as may be prescribed therein. The words "fire departments" as used in this section shall mean lawfully organized fire fighting forces, however constituted.

During the course of rendering such aid to another municipality, the municipality rendering aid shall be responsible for the operation of its equipment and for any damage thereto, and, subject to the limitations of municipal liability, for personal injury sustained or caused by a member of its fire department, and for any payments which it is required to make to a member of said department or to his widow or other dependents on account of injuries or death, notwithstanding paragraph (b) of subdivision (4) of section seven of chapter thirty-two, unless such municipalities have a written agreement to the contrary.

Danny Caethoven
Fire Chief (Print)

[Signature]
Fire Chief Signature

2-27-24
Date

[Signature]

3-4-24

[Signature]

3-4-24

[Signature]

3/4/24

Prudential Committee, Selectboard,
Mayor, Appointing Authority (Print)

Signature

Date

Town of Peru
Employment Opportunity
Fire Chief

JOB DESCRIPTION:

Pursuant to Massachusetts General Laws, Chapter 48, Section 42, the Fire Chief shall have full and absolute authority in the administration of the Fire Department. Responsible for supervising and coordinating department operations, including fire suppression, emergency medical response, purchase and maintenance of equipment and apparatus, recruitment, retention, and training of personnel and code enforcement. Also pursuant to Massachusetts General Laws, Chapter 48, Section 43, the Fire Chief shall act as the Forest Fire Warden with all due powers and responsibilities.

The Fire Chief works collaboratively with the Town Administrator and other Town Departments and reports to the Board of Selectmen.

THE IDEAL CANDIDATE:

The Town is looking for an ideal candidate who must be comfortable working in a small- town atmosphere where positions in the Fire Department are volunteers and relationships date back generations. The ideal candidate shall help set the stage for town-wide cooperation to effectively address the needs of the fire department and can strongly facilitate regional discussions with bordering communities to help strengthen mutual aid relationships in the effort to strategically meet the safety needs of the public. He or she will work cooperatively and establish credible and respectful relationships with all constituencies within the town, including residents, elected and appointed officials, volunteers, and business owners. The Fire Chief must be able to provide support, direction, and motivation to ensure high performance and professional growth by Fire Department personnel. The Fire Chief must be a creative problem-solver who is accessible, transparent, trustworthy, collaborative, respectful, and a consensus-builder.

JOB DUTIES (administrative):

- Drafts fire services policies, implements fire department policy and fire suppression plans. Plans for short-term and long-term resource and scheduling requirements.
- Plans for short-term and long-term equipment and apparatus requirements.
- Directs the operations of the Fire Department and evaluates and administers such functions as: requisitioning of supplies; maintenance of reports, records, repairs, and equipment.
- Ensures all existing Memorandum of Agreements, Memorandum of Understandings, Certifications, Registration, Radio Licenses and Contracts for Service are kept in force and up to date.
- Recruit and retain volunteers.

- Hires, fires, trains, supervises and directs departmental personnel and volunteers. Meets with firefighting personnel to review and evaluate their performance, provide feedback and supervision and listen to complaints and suggestions.
- Supervise all fire department volunteers and personnel.
- Ensures that Fire Department personnel complete and maintain all required training.
- Maintain personnel files on all Volunteers including but not limited to applications, preemployment physical results, Personnel Action Forms, training certificates or other forms of training documentation, personnel evaluations, letters of recommendation letters of reprimand and letters of termination.
- Prepares and administers grants for firefighting equipment and activities.
- Prepares annual department budget. Presents and defends budget before the Selectboard, Finance Committee and Town Meeting.
- Directs and controls the expenditure of the approved budget.
- Prepares Annual Report, and submits Annual Town Report to Town Administrator
- Ensures prompt and proper completion of required paperwork.

JOB DUTIES (activities/operations):

- Performs firefighting duties including combating and extinguishing fires, rescuing victims, saving property, and operating fire apparatus. Provides first responder medical service at all emergency incidents. Responds to hazardous materials incidents, including carbon monoxide emergencies.
- Responds to fire alarms, medical and other emergencies and requests for assistance both within the Town of Peru and to other towns within the Mutual Aid response area.
- Plans procedures; assigns personnel and equipment to effect proper fire control, fire suppression and rescue operations; directs firefighting operations.
- Maintains familiarity with road locations and conditions, the location of water supplies, standpipes and other water sources.
- Ensures maintenance of standpipes and other sources of water and the access to these sources. May mean repair or replacement of equipment and physical cleaning of intake screens etc.
- Maintains familiarity with the location and layout of buildings and the types of building construction and other information important to the department in emergencies.
- Confers with town officials, other departments and the public to provide fire safety education and problem solving as needed.
- Enforces fire codes, and Performs Plan reviews for building permits as needed
- Conducts, or ensures completion of MGL Chapter 148 Section 26F1/2 inspections for all transfer or sales of property (single and two family dwellings).
 - Must be available to the public via phone or in person to answer any and all questions relating to fire codes, fire safety, fire department operations or other general information.
- Engages in public relations activities and shall foster good relationships with the public.
- Participates in training exercises and classes to enhance job-related skills and abilities.
- Maintains familiarity with changes to 780 CMR State Building Codes where they pertain to or effect fire safety and/or fire behavior in structures.

- Remains vigilant and educated on changes in the firefighting community/industry; such as changes to laws, regulations and codes, changes in tactics and protocols, and emerging threats (opioids, active shooter, etc.)
- Ensures all personnel are aware of and where necessary trained and properly equipped to respond to these emerging threats such as fentanyl awareness, hostile MCI, tactical medic and warm zone operations.
- Participates in fire chief associations and other trade organizations related to fire department needs.
- *Maintains Fire Department equipment in good working order.
- *Maintains Fire Department facility in good working order.

KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

- Specialized training in firefighting administration, fire prevention and inspection.
- Has working knowledge of building construction and building HVAC systems that enables him/her to effectively carryout the responsibilities of the position.
- Has a thorough knowledge of fire alarm systems.
- Has a thorough knowledge of radio communication systems.
- Has a thorough knowledge of Laws, Regulations and Codes pertaining to Fire Prevention and safety: 527 CMR 1.00, MGL Chapter 148 and MGL Chapter 48 as an example.
- Has a strong working knowledge of the Nation Incident Management System.
- Has ability to work well with the public.
- Must have the ability to get people of different backgrounds, abilities and personalities to work together as a team, often in life threatening situations.
- Must have the ability to be a good leader with proven supervisory skills and experience.
- Has ability to react quickly and calmly in an emergency.
- Has thorough knowledge of the principles and practice of municipal fire service administration.
- Has ability to command a fire scene, including planning attack, directing personnel, and directing equipment.
- Has ability to make difficult decisions involving the safety of others and protection of property.
- Has thorough knowledge of firefighting apparatus and equipment maintenance practices and procedures.
- Has a strong mechanical background and mechanical abilities.
- Familiar with small engine maintenance practices.
- Has a thorough knowledge of electrical systems: DC vehicle electrical systems, AC household systems, AC transmission/distribution, and Photovoltaic generation systems.

MINIMUM QUALIFICATIONS:

- High School diploma required.
- Ten years' experience in fire/EMS service.
- Minimum of two years in supervisory position in Fire/EMS service.
- Must have completed training up-to the level of ICS-400.
- Possesses valid Massachusetts driver's license.

- Basic EMT or higher certification preferred.
- * First Responder, CPR/AED Certification.
- Hazardous waste Operation and emergency response (HAZWOPER)

WORKING CONDITIONS:

The physical demands and work environment described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Duties often involve extreme physical exertion such as lifting heavy objects or persons and climbing several flights of stairs while wearing protective gear and self-contained breathing apparatus.
- The employee must regularly lift and/or move up to 50 pounds, frequently lift and/or move up to 100 pounds and occasionally lift and/or move up to 150 pounds.
- While performing the duties of this job, the employee is regularly required to sit, stand, walk and run; use hands to finger, handle or feel objects, tools or controls; reach with hands or arms, climb or balance, stoop, kneel, crouch or crawl and talk and hear and taste and smell.
- Specific vision abilities required by this job include close vision, distance vision, night vision, peripheral vision, depth perception and ability to adjust focus.
- While performing the essential functions of this job, the employee regularly works in outdoor weather conditions and near moving mechanical parts, occasionally works in high, precarious places and in high heat and is occasionally exposed to stress, personal danger, toxic or lethal gases, fumes or airborne particles, and pathogens, blood borne pathogens, biohazards, toxic or caustic chemicals and risk of electrical shock.

COMPENSATION:

Annual Salary as Fire Chief is \$2,525.00

HOW TO APPLY:

Please send resume with a cover letter and 3 professional references - addressing the job requirements to the Town Administrator at townadmin@townofperuma.com. Or to this mailing address: Town Administrator 3 East Main Road, Suite 100, Peru, MA 01235. Submitted applications are to be to the attention of the Town Administrator. Position will remain open until filled.

The Board of Selectmen will do the final interviews and will be the hiring authority. Should you have any questions regarding this opportunity, please contact: Terry Walker, Town Administrator, at 413-655-8312 x 100 or townadmin@townofperuma.com.

AFFIRMATIVE ACTION: The Town of Peru is an Equal Employment Opportunity\Affirmative Action Employer

The Town of Peru, through its Board of Selectmen, has determined that it has a critical need to study and assess the existing conditions of its Town Hall/Community Center Building and to identify the current and future needs of Town Departments housed within the Town Hall/Community Center Building and to examine the feasibility of bringing the Peru Library into the Town owned structure. To that end, the Board of Selectmen will be appointing a five member Building Committee to facilitate the completion of this comprehensive assessment and study.

Once formed, the Committee will work with the Town Administrator and Selectboard to retain a professional firm that will complete the assessment and study to provide a comprehensive report including recommendations. This report will be utilized as a basis for making informed decisions based upon a comprehensive evaluation of Town needs. The Building Committee shall work as a liaison between the Board of Selectmen and the vendor chosen to complete the professional services.

Residents with prior commercial construction and facilities management experience are encouraged to volunteer for this committee. The Town of Peru is an Equal Opportunity Employer that recruits and hires qualified candidates without regard to race, religion, sex, sexual orientation, age, national origin, ancestry, citizenship, disability or veteran status. Minorities are encouraged to apply.

To be considered for appointment to this volunteer committee, please submit a letter of interest to the Board of Selectmen through the office of the Town Administrator by the close of business ~~March 1~~, 2024 using the email address listed below:

April 1

townadmin@townofperuma.com

or by U.S. Mail: Town Administrator Terry Walker
Peru Town Hall
3 East Main Road, Suite #100
Peru, MA 01235

February 9, 2024

Board of Selectmen

Town of Peru

Dear Select Board Members,

I am applying for the Town of Peru position as a member of the Board of Assessors. I have submitted a copy of my Resume, which outlines my educational and work experience.

I believe that the combination of my educational background, and my work experience and volunteer experience has provided the necessary skills to qualify for the position.

I have numerous years of experience in municipal administrative positions. I have served as a member of The Town of Windsor Select Board, the Board of Health, the Conservation Commission chair for 12 years, and also as a member of The Board of Assessors, and completed the Massachusetts Department of Revenue Certification training courses in the early 1990's. I am willing to retake the Mass DOR certification online course 101 to be recertified.

As you may know, I am also a current member of the Peru Conservation Commission, providing professional work, which includes completing Agendas, permit applications, legal ad notices, and minutes of meetings. You may also know that I served in the position of Town

Administrator for 5 years for the Town of Peru, and served in numerous positions on behalf of the Town of Peru, and always served in the best interest of the Town of Peru.

I am an intelligent hard worker, who has effectively worked with other people to solve problems and get things done. I also understand the importance of customer service to the public as an important duty as a member of the Board of Assessors.

I ask for your consideration for the Board of Assessors Position.

Sincerely,

Caleb Mitchell

97 Seymour Street

Pittsfield, MA 01201

Caleb Mitchell
97 Seymour Street
Pittsfield, MA 01201
(413) 204-8106
Email: clb_mtchll@yahoo.com

Education Background

Antioch New England Graduate School Keene NH. 1995 Masters of Science in Environmental Studies, Resource Management & Administration.

Berkshire Community College Pittsfield, MA. 1986, 1989, courses in Chemistry & Land Development Law.

Charleston Southern University Charleston, SC. 1968-72, Bachelor of Arts Degree.

Certified Professional Wetland Scientist by Association of Massachusetts Wetland Scientists

Work Experience

December 1, 2021-February 28, 2022 working as interim Town Administrator for the Town of Blandford.

January 2, 2017-December 31, 2021 working as Part-Time Town Administrator for the Town of Peru, 3 East Main Road Peru, MA 01235;

December 2018-Currently working as Part-Time Professional Conservation Agent for Town of Hinsdale 39 South Street Hinsdale, MA 01235

1998-2012: Retired Professional Conservation Agent for City of Pittsfield 70 Allen Street, City Hall, Pittsfield, MA

2001-2017: Professional Consultant for Town of Hinsdale Conservation Commission 39 South Street Hinsdale, MA 01235

1993-1998: Program Director for Berkshire County ARC, 395 South Street Pittsfield, MA 01201

1992-1993: Land Protection Specialist/Conservation Easement Monitor for Upper Valley Land Trust, Norwich, VT.

1991-1992: Wildlife Corridor Planner for Berkshire Natural Resources Council
Pittsfield, MA

Additional Experience

1993-1995: Member Select Board, Town of Windsor MA

1987-1999: Chairperson Windsor Conservation Commission.

1991-1995: Board of Directors for Windsor Rural Preservation Land Trust

1989-1991: Core Member for Windsor Open Space & Planning
Committee.

References Upon Request

TOWN PERU		CONTRACT # 50936		CHAPTER 90 - 291D		YEAR 2017-2027		Balance derived from Project Information reconciliation			BALANCE
DATE APPROVED	PROJECT NUMBER	PROJECT REQUEST DESCRIPTION	FISCAL YEAR APPORTIONMENT	TOTAL REQUESTED FUNDS	REQUESTED FUNDING INCREASE	PARTIAL OR FINAL PAYMENT	REIMBURSED PAYMENTS	TOTAL REIMBURSED FUNDS	ACCOUNT BALANCE		
7/19/2021		Fiscal Year 2022 Apportionment	\$143,642.00						\$377,144.57		
5/17/2022	2022-001	East Windsor Road Reconstruction		\$200,000.00		FINAL	\$54,737.10	\$54,737.10	\$520,786.57		
1/12/2023		Fiscal Year 2023 Apportionment	\$142,768.00						\$320,786.57		
4/25/2023	2023-001	Crack Seal Various Accepted Roads BRPG		\$40,000.00		FINAL	\$40,215.02	\$40,215.02	\$466,049.47		
10/23/2023		Fiscal Year 2024 Apportionment	\$142,198.66						\$568,817.47		
4/25/2023	2023-002	New Volvo L70 Loader Purchase Sourcewell		\$160,000.00		FINAL	\$159,037.00		\$568,817.47		
7/13/2023		Fiscal Year 2024 Apportionment	\$94,180.00						\$568,817.47		
9/5/2023		Fiscal Year 2024 Fair Share Apportionment	\$94,180.00						\$568,817.47		
12/18/2023									\$551,764.11		
									\$645,944.11		

Estimated FY 25 \$ 142,000

\$ 787,944



All States Construction, Inc.

PO Box 91, Sunderland, MA 01375 · 413.665.7021

PROPOSAL-CONTRACT

Buyer	Company Town of Peru	Contact Justin Russell
	Address Highway Department 3 East Main Road	Telephone (413) 655-8224 Ext
	City Peru State MA Zip 01235	Email highwaydept@townofperuma.cor

Project	Description 20% Liquid Asphalt Rubber Surface Treatment	Proposal No	Contract No
	Location Middlefield Road	Date 2/28/2024	May Be Withdrawn After Days

We are pleased to propose the following:

Description/Materials	Estimated Quantity	Unit	Price	Estimated Total
BUDGETARY NUMBERS ONLY				
20% Asphalt Rubber Stone Seal - In Place				
1. Middlefield Road - approx. 18,300' x 26'	52,867	SY	\$ 5.70	\$ 301,341.90
Town to Supply:				
All Traffic Control				
Signage/Barricades				
Patching/Leveling				
Staging Area				
Pre Sweeping				
			TOTAL	

MOBILIZATIONS: Prices are based on 1 Mobilization. Additional mobilizations which become necessary will be subject to a charge of _____ each.

BUYER-PROVIDED SERVICES: The services marked below are to be provided by Buyer:

Dig Safe Permit	Remove Excess Material	Trucking	Covers/Masking	Addition of Material	Sweeping	Dust Control	Traffic Control	Fine Grading	Engineering	Grades/Layouts	Adjust Structures	Sawcutting	Roll/Compact
							✓		✓		✓	✓	

STANDARD CONDITIONS:

- All fees, permits, and engineering will be the responsibility of the Buyer unless otherwise noted above. No bonds will be supplied.
- Above quantities are estimates only and are subject to adjustment determined by Field Measure unless otherwise noted above.
- Contractor will commence and complete its work within a mutually agreed schedule, and will not be responsible for delays caused by weather, or by force majeure, work strikes or stoppages, or other causes beyond its direct control. Buyer will pay for work completed based upon Field Measure at the above prices.
- Buyer agrees to indemnify and hold harmless Contractor from and against any claims, demands, actions or suits arising out of Buyer's handling, use, or misuse of goods purchased under this Contract, or any third party claims arising from this sale of goods. Buyer shall not be entitled to recover incidental, special, punitive, or consequential damages arising out of Contractor's performance under this Contract.
- Waiver of, or failure to enforce, any rights under this Contract by Contractor or Buyer shall not be considered a continuing waiver or a waiver of other rights. If any portion of this Contract is determined to be unenforceable, the remainder of the Contract shall remain in full force and effect.
- Payment terms are net 30 days, without retainage permitted, unless otherwise stated above, and subject to Contractor's credit approval. Contractor may set off past due balances against any amount due or which becomes due to the Buyer by Contractor or any of its affiliates or subsidiaries. Balances not paid within terms are subject to default interest at 1.5% monthly percentage rate. In the event the account is overdue or Buyer is otherwise in breach, placed for collection, Buyer agrees to reimburse Contractor all collection costs including reasonable attorney's fees, disbursements, default interest and court costs. Contractor reserves all rights to file lawfully permitted liens and other remedies.
- To the extent allowed by law, title to goods sold and all risks pass to the Buyer when goods are tendered to it. Contractor warrants good title prior to the sale and that its goods and services conform to industry standards, but expressly disclaims all implied warranties of merchantability or fitness for a particular use.

This Contract constitutes the entire agreement between the Contractor and Buyer and may only be modified by a written amendment executed by both parties. This Proposal may be becomes a binding Contract only upon signing by both parties, and Contractor's credit approval of Buyer. **ALL PARTIES WAIVE TRIAL BY JURY.** Massachusetts laws shall apply and Massachusetts courts shall have exclusive jurisdiction over any disputes.


BUYER

Signature _____

Name _____

Title _____

CONTRACTOR

Signature 

Name **Huck House**

Title **Sales**



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE BOSTON, MA 02133
(617) 725-4000

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

February 27, 2024

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

Dear Terry Walker,

We are pleased to announce that under the administration of Governor Maura Healey and Lieutenant Governor Kim Driscoll, a total of \$400 million for Fiscal Year 2024 and Fiscal Year 2025 was filed for the MassDOT Chapter 90 Program to support local infrastructure across the Commonwealth's 351 cities and towns over the next two years.

This funding demonstrates the Administration's continued support in strengthening municipal partnerships and providing financial resources that support transportation improvements at the local level.

This letter certifies that, contingent upon legislative approval of the \$200 million annual bond authorization, Peru's Chapter 90 apportionment for Fiscal Year 2025 is \$141,970.97.

This apportionment will automatically be incorporated into your existing Chapter 90 contract with MassDOT with no further action needed by the municipality. Apportionments for all communities are available online at www.mass.gov/chapter-90-program. Please note that while the bill enacting these funds has been filed, the funds are not available for municipal use until final legislative approval is obtained.

The Chapter 90 Program is an integral part of maintaining and enhancing your community's infrastructure and is an essential component of our state-local partnership. We look forward to working with you in the coming year to continue the success of this program.

Sincerely,

Handwritten signature of Maura Healey in black ink.

Maura Healey
Governor

Handwritten signature of Kim Driscoll in black ink.

Kim Driscoll
Lieutenant Governor



VENDOR# _____
GL ACCOUNTS: _____
AMOUNT \$ _____
APV'D BY: _____

INVOICE

February 28, 2024

Town Hall
3 East Main Road
Peru, MA

Work: Building Assessment

Total Fee \$ 500.00

Total Amount Due \$ 500.00
Please remit payment upon receipt.

Thank you.



February 27, 2024

Town Hall
3 East Main Road
Peru, MA

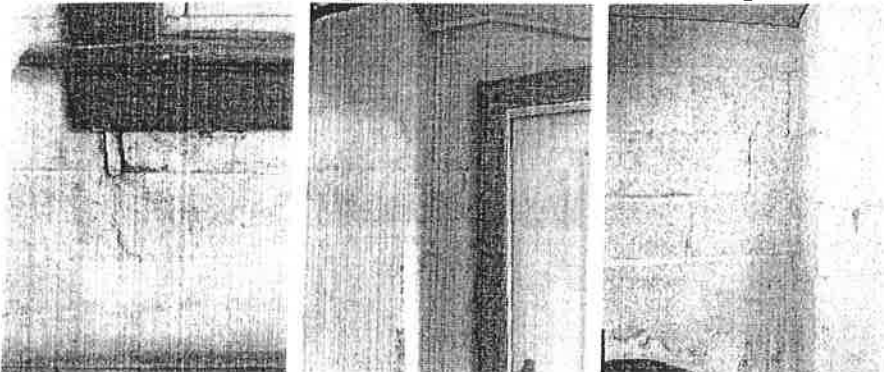
Building Assessment

Building Integrity

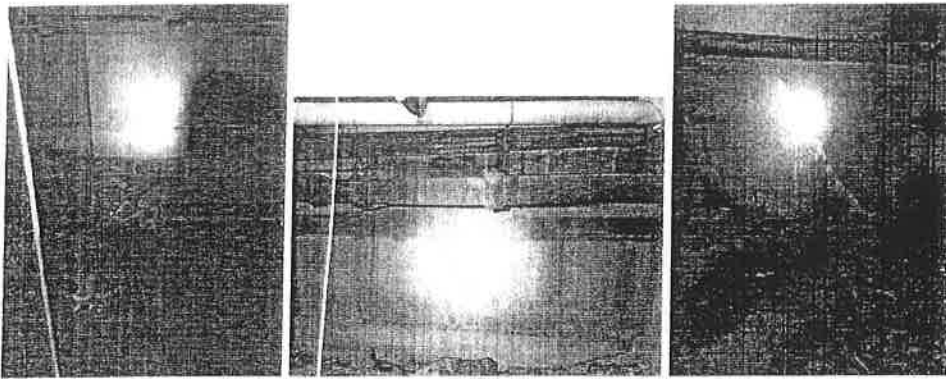
In review of the building, I found no portion of the building to be unsafe in the way of it collapsing or failing in a way to injure anyone. What I did find were many issues that certainly need attention and be remedied to avoid the potential of becoming worse in time and eventually failing in a way that could cause major issues to the building and/or injury to people.

Interior findings:

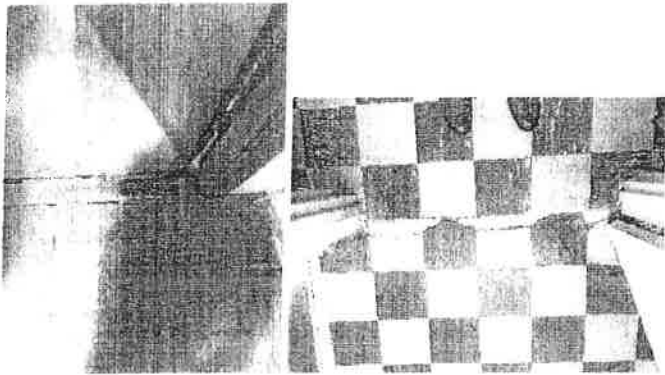
- Cracks are in numerous portions of the concrete block walls throughout the building.
 - o Causing building wall movement and instability of the wall
 - o Creating a point for air and water leakage



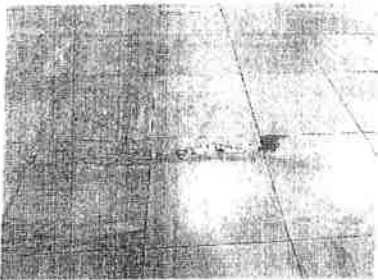
- Cracking in the poured portions of the foundation wall located in the crawl space. Some of these cracks continue down into the footing.
 - o Creating a place for uneven movement in a vertical and/or horizontal direction that will lead to further damage to framing above.
 - o Creating a point for air and water leakage



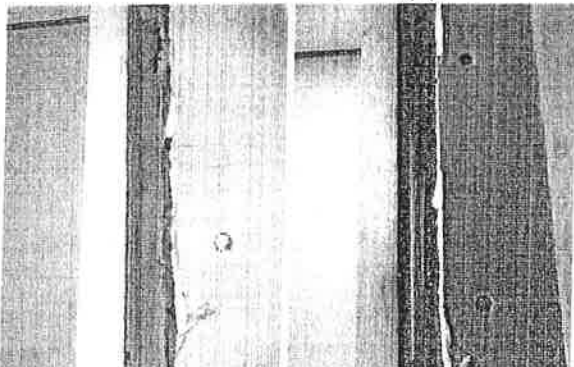
- Cracks in the concrete floor/tile in multiple locations.
 - o Causing tripping hazards due to uneven floors and tile damage



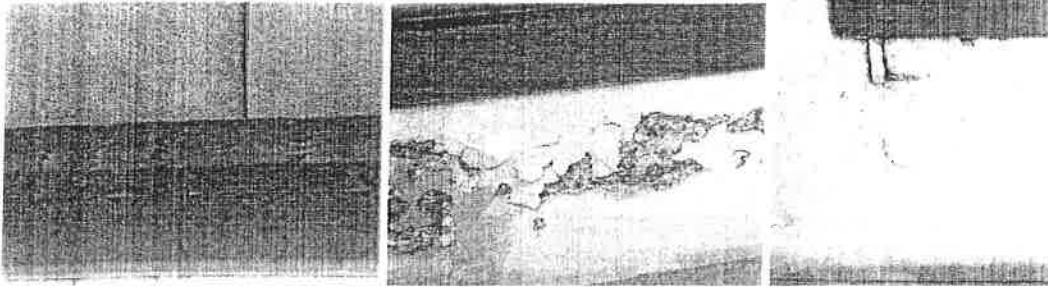
- Sub-floor failing causing the finish tile floor to crack and move.
 - o Creating a tripping hazard



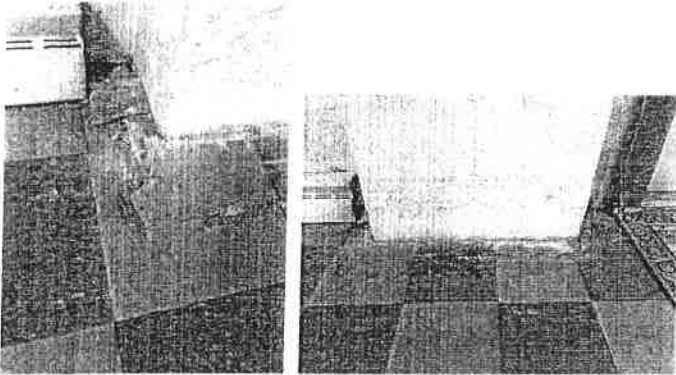
- The front door of the meeting room is improperly sealed. Visible daylight can be seen at door jamb.
 - o Creating entry point for air and water leakage



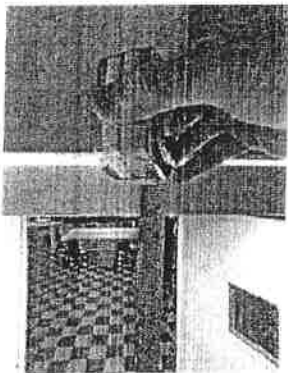
- Numerous areas have visible water leaks which are shown by water stains on wood and ceiling areas, paint failing on walls and at windows and doors. In the lower level there is a strong smell of mildew and probable mold.



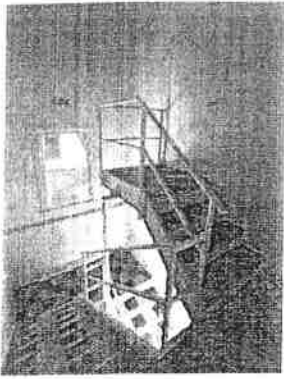
- In lower level it appears either the concrete block columns are sinking, or the concrete floor slab is lifting by visible cracks and lifted tiles.



- Head height does not meet current building code at base of stairs.



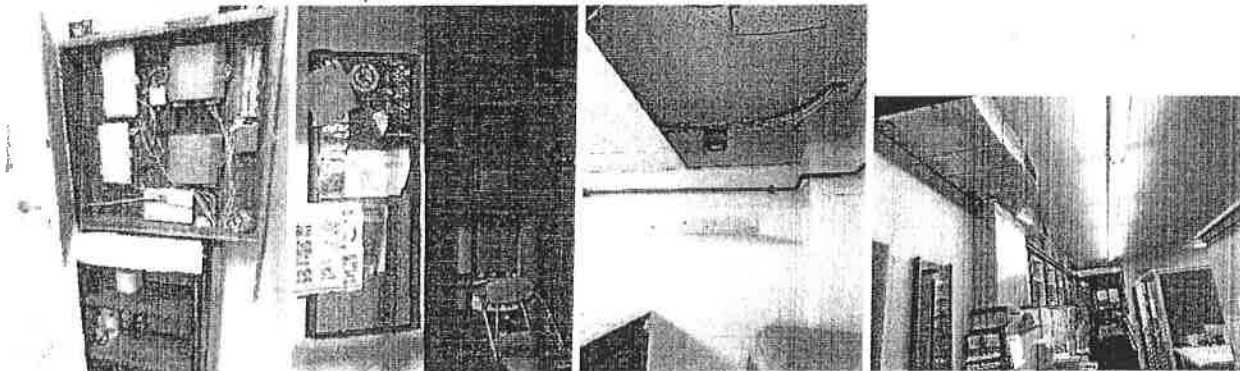
- Handrail/guardrail at stairs does not meet current building code.



- There's no vapor barrier over the dirt floor in crawl space.

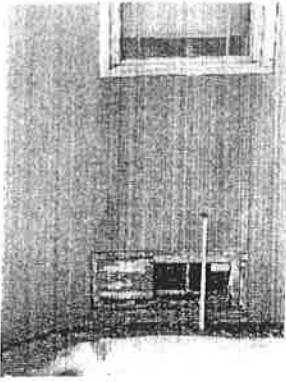


- The dirt floor showed evidence of water coming in from the front corner of the building and running down towards lower-level usable space.
- General mechanical conditions show wiring and HVAC have been poorly added to over the years with exposed wiring and ductwork along with multiple junction boxes, panels boxes and equipment scattered in many locations.

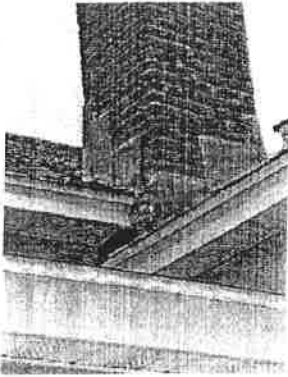


Exterior findings:

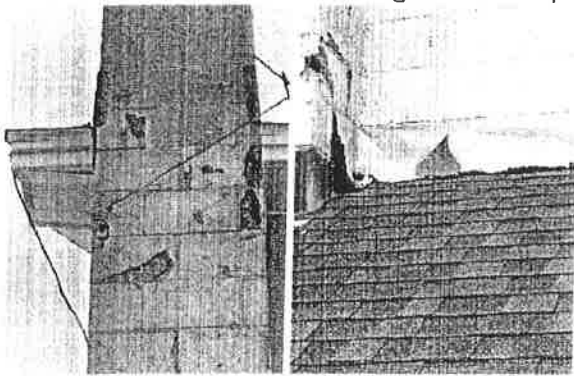
- Cracking in exterior parged finishes.
 - o Caused by movement from unstable wall.



- Poor flashing details at brick chimney
 - o Creating potential point for water leakage
- Failing brick and mortar joints at brick chimney



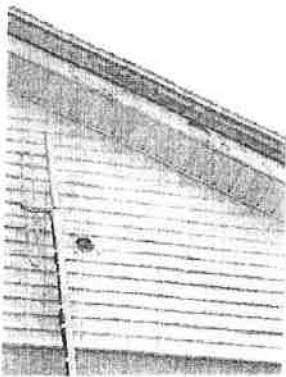
- Concrete block chimney failing. Visible holes are seen, cracks in blocks and joints and failing flashing.
 - o Holes create easy entry points for water, air, and rodents.
 - o Poor flashing will create points of entry for water.



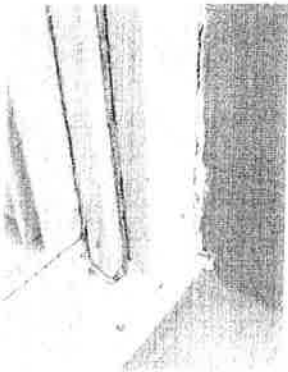
- Visible cracking on concrete block walls
- Visible water damage occurring



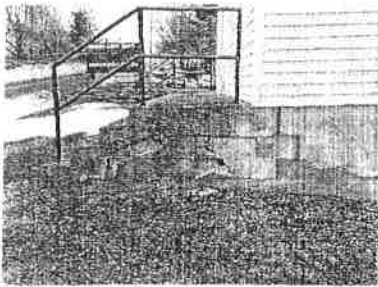
- Missing aluminum eave trim missing exposing original wood trim with paint chipping off with probable decaying of wood trim.



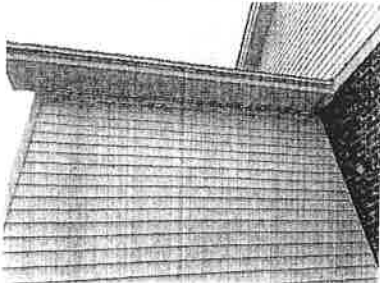
- Visible caulk shrinkage at windows
 - o Creating point of entry for water causing decay of windows and water damage in walls



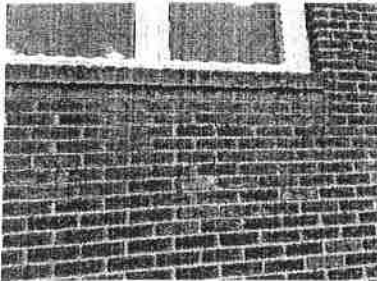
- Holes in concrete block at roadside entry steps
- The roadside railing at the steps is loose.



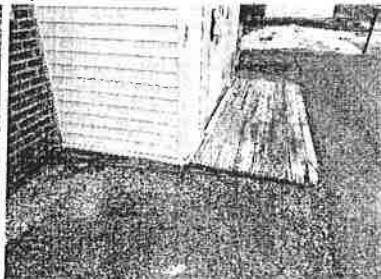
- Missing vinyl siding exposing original wood siding with chipping paint and decaying wood siding.



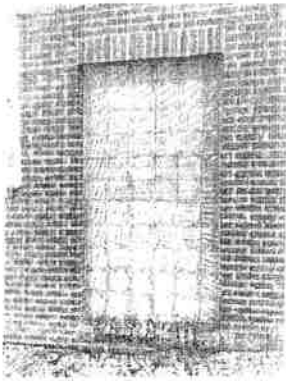
- Failing brick and joints on walls



- Main entrance door showing visible decay along with surrounding frame.
- Visible wood decay to entry floor frame
- Wood entry ramp in poor condition

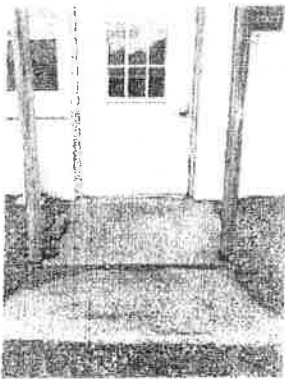


- Failing brick sill at glass block wall



Accessibility Items:

- Lower-level entrance slabs have height difference causing them to not meet ADA standards.



- There's no inner accessibility route from upper to lower level.
- Doors do not have proper accessibility floor space.



Energy Management

- Due to the buildings' age, it does not meet today's energy code. This would include floors, walls, windows, doors and roof. The lack of proper insulation will result in higher heating and air conditioning costs.
- The current heating system is not designed well and creates unequal heating throughout the building. Some rooms were found to be hot while others much cooler.
- With air leakage around windows and door and poor window quality drafty conditions could certainly be found.

- The window air conditioners that are currently being used are insufficient for the spaces trying to be cooled. This will create higher air conditioning costs.

General Building Work Areas

- While reviewing the building I found the current workspaces to be insufficient in size. Office areas appeared to be cramped with not enough space for storage and equipment. The other issue I found was the lack of privacy in the main office area. While there I could easily hear someone's phone conversation from their office area with their door closed. Also, the police area does not have a way to easily bring in a restrained person without having to walk through other portions of the building. This could become a very unsafe situation for all.

Recommendations

- After reviewing this all, in short, I would recommend the existing building be torn down to allocate space to construct a new building.
- To completely renovate the existing building to bring it up to meet current building codes would be a very costly process.
- Trying to create sufficient workspaces in the existing building would prove to be a difficult design process and again costly.
- Trying to fix items such as wall movement, slab movement, failing concrete blocks, foundations etc. will be an extremely costly project.
- In my opinion, the cost to upgrade the existing building could easily match or exceed the building of a new structure.
- Building a completely new structure would allow for the building to completely meet current building codes, be extremely energy efficient, meet all accessibility codes, and be designed to create spaces that are efficient, sound proofed and adequate in size for all the equipment and storage needs. It would allow each to have their own office if needed. All the mechanicals would be updated and allowing for even heating and cooling of the building spaces.
- A new building would also give a chance to design a building that is very pleasing to the town of Peru and welcoming to it's employees and residents.

Town Administrator

From: Eric Kinsherf <eric@erickinsherfcpa.com>
Sent: Monday, February 26, 2024 11:32 AM
To: Tax Collector; Janice Boucher; Town Administrator
Cc: Douglas Haskins; Select Men; 'kinderhaus1@verizon.net'
Subject: [External Sender]Re: [External Sender]Re: [External Sender]Town of Peru-Close books-submit for free cash

Good morning everyone,

Please accept this as our notice to terminate our services as your Town Accountant effective Friday, March 29, 2024.

Janice is committed to submitting for free cash certification for FY 2023 once Caryn has completed and submitted the reports in DLS Gateway.

We are able to assist in the transition to a new Town Accountant.

Please contact me with any questions.

Thank you for the opportunity to work for the Town of Peru.

Eric

Eric A. Kinsherf, CPA LLC
116 State Road #8
P.O. Box 791
Sagamore Beach, MA 02562

www.erickinsherfcpa.com
eric@erickinsherfcpa.com

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From: Tax Collector <taxcollector@townofperuma.com>
Sent: Monday, February 26, 2024 1:06 AM
To: Janice Boucher <Janice@erickinsherfcpa.com>; Eric Kinsherf <eric@erickinsherfcpa.com>; Town Administrator <townadmin@townofperuma.com>
Cc: Douglas Haskins <dhaskins@townofperuma.com>; Select Men <selectman@townofperuma.com>; 'kinderhaus1@verizon.net' <kinderhaus1@verizon.net>
Subject: RE: [External Sender]Re: [External Sender]Town of Peru-Close books-submit for free cash

Hi Janice and All:

Just responding to all of these emails in the order received.

I believe I have already said what I've needed to say in the previous emails. As I had said, I am still reconciling cash for 4th quarter and hope to be done by Wednesday. Once I'm done with that, I will start entering my information into Gateway – I will try to have it done by Friday, but I may need the weekend.

Janice – while I appreciate your suggestions – I don't feel as though I need any additional help and additional hours are not an option.

The timing of all of this is not great as I am currently buried with tax payments and need to get everything posted to mail bills again for April 1.

What folks need to realize here is that when we don't set our rate on time, and we don't mail bills in October, and we don't want to send preliminary bills out to have cash flow – all of this stuff directly affects me and makes my job harder. No bills and no money mean I need to borrow – more work for me. Bills go out in January instead of October – now there is a rush to get everything posted so that bills will reflect properly on the April mailing. Excise commitment 1 needs to go out and then 2nd half needs to go out as well. We are also burying our tax payers as nothing is spread out as it should be.

I realize that none of this has anything to do with Janice or Eric directly – but indirectly it does because then my other duties get stalled while I'm dealing with the immediate issues at hand.

Also as I noted in my previous email, I do feel like you are attacking me Janice. You don't even refer to me by my name in your email – just the "Treasurer."

In a previous email to you, I did offer some dates to try and connect with you – you didn't offer any acceptance of these dates or offer alternative ones – just that you were closing the books.

Sincerely,

Caryn E. Wendling, CMMC, CMMT
Tax Collector/Treasurer
Town of Peru
3 East Main Road
Suite 101
Peru, MA 01235
(413) 655-0072, Ext. 1
(413) 655-2759 (fax)

From: Janice Boucher <Janice@erickinsherfcpa.com>

Sent: Friday, February 23, 2024 6:30 PM

To: Eric Kinsherf <eric@erickinsherfcpa.com>; Town Administrator <townadmin@townofperuma.com>

Cc: Tax Collector <taxcollector@townofperuma.com>; Douglas Haskins <dhaskins@townofperuma.com>; Select Men <selectman@townofperuma.com>; 'kinderhaus1@verizon.net' <kinderhaus1@verizon.net>

Subject: [External Sender]Re: [External Sender]Town of Peru-Close books-submit for free cash

Terry,

Over the course of the past year, I have sent numerous emails regarding reconciling the cash for FY23 and FY22. It seems the Treasurer was never able to set aside some time to work with me on it.

Perhaps she needs additional hours or help and that may be something the Board should discuss with her.

It was imperative that I closed the books for FY23 in February as there are numerous entries to be done and reports that are due to the state after closing.

I have commitments in two other communities for the months of March and April to set up new software systems. At this point FY23 is closed so any differences discovered when reconciling cash now will need to be adjusted in FY24. I need the Treasurer to complete her reports on Gateway so I can submit the balance sheet. Followed up by the Schedule A and Town Report.

As I'm sure you know, the state will hold state aid payments to the when reports are not submitted on time.

Thank you

Janice

From: Eric Kinsherf <eric@erickinsherfcpa.com>

Sent: Friday, February 23, 2024 5:57 PM

To: Town Administrator <townadmin@townofperuma.com>

Cc: Janice Boucher <Janice@erickinsherfcpa.com>; Tax Collector <taxcollector@townofperuma.com>; Douglas Haskins <dhaskins@townofperuma.com>; Select Men <selectman@townofperuma.com>; 'kinderhaus1@verizon.net' <kinderhaus1@verizon.net>

Subject: Re: [External Sender]Town of Peru-Close books-submit for free cash

Hi Terry,

We are committed to closing the FY 2023 books. As a provider of your Town Accountant services, **it is not a tenable financial position when the Town does not have their cash reconciled.**

Can you set up a time for me to meet with the Board to discuss?

If we are to continue as your Town Accountant, the timing of the cash reconciliations needs to improve. They should be done within 30 days of the month end.

In addition, we have the following outstanding invoices for FY 2024 for our services.

TO
Ms. Terry Walker
Town of Peru
3 East Main Street
Peru, MA 01235

STATEMENT NO. 1049
DATE 02/23/2024

DATE	ACTIVITY	AMOUNT	RECEIVED
07/31/2023	Invoice #3605	2,650.00	2,650.00
08/31/2023	Invoice #3634	2,650.00	2,650.00
09/30/2023	Invoice #3668	2,650.00	2,650.00
10/31/2023	Invoice #3708	2,650.00	0.00
11/30/2023	Invoice #3742	2,650.00	0.00
12/31/2023	Invoice #3770	2,650.00	0.00
01/31/2024	Invoice #3798	2,650.00	0.00
		TOTAL AMOUNT	TOTAL RECEIVE
		\$18,550.00	\$7,950.00

Please let me know if I can have an opportunity to talk with the Select Board.

Thank you.

Eric

Eric A. Kinsherf, CPA LLC
116 State Road #8
P.O. Box 791
Sagamore Beach, MA 02562

www.erickinsherfcpa.com
eric@erickinsherfcpa.com

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From: Town Administrator <townadmin@townofperuma.com>
Sent: Friday, February 23, 2024 5:40 PM
To: Eric Kinsherf <eric@erickinsherfcpa.com>
Cc: Janice Boucher <Janice@erickinsherfcpa.com>; Tax Collector <taxcollector@townofperuma.com>; Douglas Haskins <dhaskins@townofperuma.com>; Select Men <selectman@townofperuma.com>; 'kinderhaus1@verizon.net' <kinderhaus1@verizon.net>
Subject: RE: [External Sender]Town of Peru-Close books-submit for free cash

Hi Eric,

I received a text message from Treasurer Wendling on 2/22/2024 and she stated that she did not need my help closing the books for FY23. Treasurer Wendling stated that she will send you the bank statements that you are requesting.. She also feels that closing the books without reconciling cash is not a good idea because there were variances from last year that also need to be addressed.

At the Board of Selectmen's meeting on February 21st, the board was in agreement that I would work with Treasurer Wendling to help reconcile cash and close the books for FY23.

I am here to help but Treasurer Wendling does not need my assistance at this time.

Terry Walker
TA Peru

From: Eric Kinsherf <eric@erickinsherfcpa.com>
Sent: Tuesday, February 20, 2024 3:44 PM
To: Town Administrator <townadmin@townofperuma.com>
Cc: Janice Boucher <Janice@erickinsherfcpa.com>; Tax Collector <taxcollector@townofperuma.com>; Douglas Haskins <dhaskins@townofperuma.com>; Select Men <selectman@townofperuma.com>
Subject: [External Sender]Town of Peru-Close books-submit for free cash
Importance: High

Hi Terry,

We want to close the books for FY 2023 and submit for free cash.

In order to do so, we need the Treasurer to give us her cash balances.

Can you and Caryn help us?

Eric

Eric A. Kinsherf, CPA LLC
116 State Road #8
P.O. Box 791
Sagamore Beach, MA 02562

www.erickinsherfcpa.com
eric@erickinsherfcpa.com

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2/22/24 Version



TOWN OF PERU, MASSACHUSETTS

CEMETERY RULES AND GUIDELINES

2024

CEMETERY RULES AND GUIDELINES

The Town of Peru Cemetery Commission, along with the Board of Selectmen, are committed to providing a serene, attractive and contemplative setting for families of those interred in the town's cemeteries. The cemeteries are open from dawn until dusk. The following rules exist for the benefit of the long-term maintenance of the cemeteries. The following rules exist to address 80% of cemetery-related circumstances. The remaining 20% will be addressed individually by the Cemetery Sexton, Cemetery Commission and Selectboard, in that order.

A copy of these rules will be provided at the time a burial plot is requested. These rules will also be posted to the town's website.

Persons visiting the cemetery are expected to conduct themselves in a courteous and respectful manner at all times. Driving is not permitted in the town's cemeteries. Access ways are for maintenance of the cemeteries and for burial purposes. No recreational activities are allowed in the cemeteries. Barbecues, picnics and the consumption of alcoholic beverages are not allowed. Firearms are only allowed in the cemetery for military and memorial services. Dogs, with the exception of guide dogs, are not allowed in the cemetery and must remain inside a vehicle at all times. No horses are permitted in the cemetery.

Special cases may arise in which the enforcement of a rule may impose an unnecessary hardship. In these cases, the Selectboard or Cemetery Commission is available to make exceptions or modifications to any of these rules. Decisions in such cases shall be temporary in nature and shall in no way permanently change the rules laid out in this document.

Damage to headstones or markers is not to be considered the responsibility of the Town of Peru.

The Town of Peru Cemetery Commission is available to advise and help with headstone cleaning and resetting and can be contacted through the town's webpage.

Cemetery Commission
Town of Peru
3 East Main Road
Peru MA 01235

RULES / GUIDELINES

Town cemeteries are open from sunrise to sunset.

OBTAINING CEMETERY PLOTS / CHARGES

1. All land occupied by the three cemeteries in the Town of Peru is to be owned in perpetuity by the Town of Peru. No deed, lease or title is given to plot holders.
2. All plots are assigned at the time of death. At the time of initial plot assignment, a maximum of 2 plots can be requested. Reserving of plots is not generally permitted without an impending burial.
3. Plots are free to residents of the Town of Peru. To be eligible for assignment of a plot the decedent must have been a legal human resident of the Town of Peru for 12 months.
4. Exception for non-residents: If the family of the deceased has assigned plots, the recently deceased non-resident may be buried in that plot with the consent of that family.
5. Grave sizes for single traditional casket burials will be 4 feet by 10 feet and can accommodate one casket and up to 4 sets of cremated remains. This assumes that the casket burial occurs first. If cremated remains are interred first, only 3 additional sets of cremated remains can be added. Cremated remains can be placed atop a previous full burial. However, a full burial will not be permitted once cremated remains have been interred. The interment of two bodies in one grave will not be allowed except in case of mother and infant or twin children. If a child (under 18 years of age) is the decedent, plots can be reserved for the parents.
6. For interment of cremated remains, a 4-foot by 5-foot plot can be requested. This size allows for the installation of a foundation for a headstone. A total of two sets of cremated remains may be interred in a 4-foot by 5-foot plot.
7. The costs for burials in the Town of Peru include fees:
 - To the Cemetery Sexton
 - For the opening of a grave for a traditional casket burial or the interment of cremated remains
8. The Cemetery Sexton, or their agent, must witness the interment of all remains.

BURIALS

1. A burial permit must be issued by the Town Clerk and provided to the Cemetery Sexton so that a burial in Peru can be arranged. Any questions as to the issuance of the permit will be taken up with the Cemetery Sexton by the Town Clerk.
2. The Cemetery Sexton will assign a plot and arrange for the opening of the grave. The Official Disposition, Removal or Transportation Burial Permit must be given to the Cemetery Sexton at the time of burial along with payment for the burial.
3. Corner stones will be purchased within a reasonable amount of time by the family to whom the plot is assigned to establish the outline of said plot.

4. There will be no interments after November 1 or before May 1, except with the approval of the Cemetery Sexton

PERPETUAL CARE

1. The Town of Peru maintains Center, North and South Cemeteries regarding lawn care, parking, signage and gates (where installed).
2. The smaller town cemeteries (South Road Extension, Ford Family and South Thompson Burial Ground) are on private property. The Cemetery Commission is available to help maintain those cemeteries and headstones on request.

MONUMENT, FOUNDATIONS, GRADING & IMPROVEMENTS

1. Markers and stones are purchased, installed and maintained by the plot owner. Markers are required for all burials. If the deceased's name is not added to an existing headstone, an additional flush marker for cremations to mark the interment location in the plot is required.
2. All excavations, including for headstone foundations, are performed by the contractor retained by the Town of Peru which reports directly to the Cemetery Sexton
3. Foundations should be placed at the top of each 4' x 10' plot to allow the remaining 8 feet for the burial of an external container, such as a burial vault. Each headstone foundation should be approximately 4 feet in depth from finished grade and will be installed by the company which provides the headstone / monument. The Sexton shall approve the foundation.
4. Headstones should be placed centered on the plot and at the head of the grave.
5. No wooden crosses or temporary grave markers are allowed. The placement of permanent flush markers, headstones and monuments should occur in a reasonable amount of time to mark graves and facilitate the location of burials.
6. Grave markers (flush markers, headstones and monuments) belong to families. Family members should consult with the Cemetery Commission before cleaning, repairing or resetting a headstone / marker. Headstone rubbings are not permitted. Neglected markers may be maintained by the Cemetery Commission.

FLOWERS, TREES AND SHRUBS

1. All flowers should be in front of and against the central family monument. This approach facilitates maintenance of the cemetery.
2. Planting of bulbs must be confined to plots.
3. No trees, bushes or shrubs are to be planted by persons other than town representatives.
4. The town has control over all plantings and has the right to trim / prune / remove them.
5. Summer grave decorations must be removed by November 1. Winter wreaths will be permitted commencing November 15 to April 1, at which time these should be removed. All plots will be cleaned up in the Spring by April 15
6. Funeral pieces will be removed after 7 days

FLAGS AND DECORATIONS

1. American flags will be placed on veterans' graves by the town prior to Memorial Day each year. Support for the care and respect for the flag during the remainder of the year is appreciated.
2. The following items are prohibited: fences, hedges, walls, rock gardens, curbing, enclosures, edgings, iron works, wire works, posts, boundary markers (apart from corner makers) and any glass items. Anything that could be destroyed or scattered by wind, weather or the force of cemetery equipment (e.g., mower, trimmer) will be removed. Similar articles left on plots that are inconsistent with the proper keeping of cemetery grounds will be removed without notice and disposed of.
3. The Town of Peru, the Highway Department and landscaping services will not be liable for any damage done to ornaments or personal items placed at a gravesite.

THINGS TO KNOW

Veterans are eligible for burial assistance and families should check with their veterans' agent for details.

