

TOWN HALL 3 EAST MAIN ROAD PERU, MA 01235

SELECT BOARD MEETING MINUTES: January 22, 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
Jesse Pelkey, Fire Chief
James Kenney, Historical Commission
Sam Haupt, Planning Board
Valerie Bird, Board of Health Inspector
Tim Sears-Building Inspector
Nanette Mone -Board of Health

Public Attendees: Donald Perreault, Heather Brooks, Coralie Pelkey, Casey Hopkins, Logan Brooks

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 1/8/2023:

Selectman Leach motion to approve 1/8/2024 minutes pending changes, Selectman Munch second, 3-0

Item 6: Update of Departments:

Police Chief Cullett presented the Berkshire County Law Enforcement Council Mutual Aid Agreement to the board. Selectman Leach motion to accept and sign the Mutual Aid Agreement, Selectman Munch second, 3-0. Chief Cullett also mentioned that Renatus has updated rules for security of information in accordance with CJIS requirements. This may affect other departments by requiring password changes more frequently. It was also noted that Windows 10 will no longer be supported in the fall of 2025 and Renatus will update the Board of Selectmen. TA Walker was asked to send a budget request to Renatus's budget increase for FY 25.

Highway Superintendent mentioned state funding for the July /August flooding and the Town of Peru will receive \$20,000. It was noted that TA Walker has an email from DOR reflecting the amount and when the funds will be expected.

James Kenney -Cemetery Commission mentioned a draft of cemetery rules that needs be included on Annual Town meeting warrant. Selectman Leach mentioned that Jim Kenney will need to coordinate with TA Walker to include on ATM warrant.

Logan Brooks mentioned that Engine 2 and Recue 2 have passed inspection.

Board of Health member Nanette Mone and Board of Health Agent Valerie Bird asked permission to contact Town Counsel regarding notes on well regulations draft. Selectman Leach instructed the Board of Health Agent to work with TA Walker. TA Walker will contact Town Counsel regarding explanation on well regulations draft. Once this is clarified with town counsel then a public hearing can take place. Health Agent Bird questioned wetlands, sanitation and water issues with campers and RV's on private property. The Board could not address this issue because it was not an agenda item. Planning Board Chairman Haupt mentioned that this process is lengthy and could take up to a year.

Board of Health member Mone mentioned that the Board of Health Alliance sent a confidentiality policy to the Board of Health and Ms. Mone has a problem with the way it is written. Selectman Leach will read the confidentiality policy and Selectman Munch suggested sending to town counsel for a ruling. Ms. Mone was instructed to give a copy to TA Walker.

Board of Health Agent Valerie Bird questioned BOS December 11, 2023, minutes and stated that the minutes should be amended. The correct amount for a well permit is \$100.00 not \$500.00 as the December 11, 2023 minutes stated. In addition, the minutes should reflect that the well permit takes more than 5 minutes for an inspection by the Health Agent because there is paperwork involved. The BOS agreed that the amendment should reflect \$100.00 for a well permit and not \$500.00. Also, the time involved for the Board of Health Agent to witness an inspection of a well and complete the paperwork takes longer than 5 minutes.

TA Walker weekly updates:

- FY budget requests were reviewed and accepted by the Board of Selectmen for distribution to all departments.
- FY25 Budget Worksheet was brought before the board. Selectman Leach mentioned that Fin Com Chairman Hickling should have a copy. TA Walker will be working with the Finance Committee keeping the worksheet updated weekly.
- A letter from Central Berkshire school with a revision for the 4th quarter. This will decrease amount owed by Peru.
- FY25 One Stop Grant which is a \$1,000,000 MassWorks Grant application will be available soon. The BOS and Highway Superintendent will advise TA Walker on which roads the grant will be written for. TA Walker is available to assist in the grant application. The first webinar will be held on February 5th.
- TA Walker received an email from the DOR for the -July /August flood damage funding and Peru will receive \$20,000. TA Walker will work with the Town Accountant to set up a General Ledger Account number so Highway Superintendent Russell has access to the funds. The funds should be distributed within 2 weeks.
- Guardian-Patrick Mahoney and TA Walker are working on dates for the onsite audit for the town hall and other town buildings.
- Outstanding Berkshire Cleaning Invoices for FY23-since the books are not closed, TA walker mentioned that the Town Accountant will accept FY23 encumbrances to pay these outstanding invoices. These invoices were received in January 2024.
- TA Walker presented the updated Cemetery Rules and Guidelines that were emailed by Jim Kenney
- Phone- Town Clerk Leach assisted TA Walker and TA's phone now has a dial tone. TA Walker still cannot access voice mail. All passcodes that were given to TA Walker did not work.
- Community Development Block Grant from BRPC- Selectman Leach motion to accept and sign grant, Selectman Munch second, 3-0.

Selectman Leach mentioned that Logan Brook's electrical issue has been taken care of.

Item 7: Discussion and possible vote on Fire Chief Pelkey's resignation and discuss possibilities of intern command staff: Fire Chief Pelkey presented his resignation to the Board of Selectmen. Pelkey mentioned that he had a stroke and spent 4 days at the Albany Medical Center. Pelkey mentioned that he can no longer give 110% to the town, he has enjoyed the 30+ years that he devoted to the Peru Fire Department, but he is forced to resign because of health issues. Pelkey is recommending Dan Cawthorne to take over as Fire Chief and Logan Brooks to complete all fire inspections.

Firefighter Sam Haupt mentioned that the duties would be handled by all the firefighters. Logan Brooks reiterated and stated that the duties would be handled by all staff. Selectman Leach mentioned that hiring a fire chief is protocol. Jesse Pelkey volunteered to help with invoices and would train Heather Brooks with the administrative work. Selectman Leach thanked Jesse Pelkey for his years of service to the town. Selectman Haskins thanked Jesse and mentioned that the entire town thanked Jesse for all his years of service to the town. Selectman Munch would like to have Dan attend the next Board of Selectmen meeting. Heather Brooks mentioned that Dan and his wife are expecting twins any day now and he will be attending a BOS meeting as soon as possible. Selectman Leach accepted Jesse Pelkey's resignation as Fire Chief, Selectman Haskins second, 3-0.

Item 8: Discussion on Permit Eyes setup and software: Former, Fire Chief Pelkey mentioned that the proposed prices for Permit Eyes did not change. Pelkey also felt that the Fire Department will forego permits on line since it is more important for the Building Department, Plumbing and Electrical permits to be paid online. Pelkey stated that there is ample money in the Permit Eyes account for all other departments and to eliminate the fire department. Building Inspector, Tim Sears, mentioned that he hopes to recoup the cost of Permit Eyes by capturing all fees with online payments. Selectman Leach motion to move on the recommendation of the Fire Department, Selectman Munch second, 3-0

Item 9: Review and Approve Accounts Payable, Treasury Warrant, Payroll Warrant: V15-2024, 24-15P

Item 10: Public Input: James Kenney attended the Narcan training for substance abuse disorder on January 17, 2024. Mr. Kenney explained that the instructor told participants to hide any drugs after they had deployed Narcan. Mr. Kenney felt that the concept of hiding drugs from police officers would be breaking the law. Mr. Kenney was very displeased with the presentation and is asking the Board of Selectmen to write a letter stating they are displeased with the recommendations made during the Narcan Training. The BOS agreed to forward the complaint to the Board of Health.

Since some of the monthly stipend timesheets for payroll were not available, the Board of Selectmen agreed that TA Walker would sign the timesheets. Selectmen Leach motion to give TA Walker permission to sign time sheets, Selectman Munch second, 3-0.

Item 11: Adjourn: Selectman Leach made motion to adjourn the 1/22/24 BOS Meeting, Selectman Haskins second, Vote 3-0. The 1/22/2024 BOS Meeting adjourned at 7:25 P.M.

Articles used:

Warrant: V15-2024, 24-15P
Board of Health Fee Schedule: Adopted March 2019
Email from Patrick Mahoney-Guardian Energy Management Solutions
Massachusetts Community Development Block Grant FFY2024 signature page
Board of Selectmen minutes: December 11, 2023
BOH Guide: #37BOH Confidentiality Policy
Fire Chief Pelkey's Resignation Letter
FY25 Budget requests form
FY25 Budget worksheet
Central Berkshire Regional School - decreased Net Capital Assessment , FY24
FY25 Community One Stop for Growth -MassWorks Grant
DOR email July/August flood funding \$20,000 awarded to Peru
Outstanding FY23 invoices from Berkshire Family Cleaning
Cemetery Rules and guidelines draft
Berkshire County Law Enforcement Council Mutual Aid Agreement

Terry Walker
Town Administrator

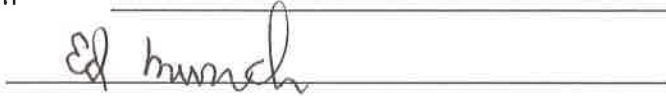
Verne Leach, Chairman



Doug Haskins, Selectman



Ed Munch, Selectman



Date Approved: 2-5-24

Received February 5, 2024, Kim Leach, Town Clerk

**Town of Peru Board of Health
Fee Schedule: Adopted March 2019**

Type	Permit Type	Fee Struc	Peru	Notes
Beaver	Beaver Emergency 10- Day Permit	Fixed	\$ 50.00	10-day Permit
Beaches	Public Beaches	Fixed	\$ -	Submission of Weekly Testing Required
Camps	Cabins and Family Campground Permit	Fixed	\$ 150.00	
	Recreational Camps for Children (day)	Variable	\$150	Base + \$50/hr after 3 hours
	Recreational Camps for Children Permit (residential)	Variable	\$250	Base + \$50/hr after 3 hours
Food	Combined Retail/Food Establishment Annual Permit	Fixed	\$ 150.00	
	Farmer's Market	Fixed	\$ 35.00	
	Food Establishment Permit (Large: 50+seats)	Fixed	\$ 225.00	Includes 2 Inspections
	Food Establishments/Catering Permit (Small < 50 seats)	Fixed	\$ 100.00	Includes 2 Inspections
	Frozen Dessert Annual Permit/Bakery	Fixed	\$ 50.00	Must supply monthly tests
	Mobile Food Truck	Fixed	\$ 100.00	Must have commissary kitchen
	New Food Establishments Plan Review		\$ 150 + 75/hr	
	Non-Profit Occasional		\$ -	Non-profits free
	Residential Kitchen Annual Permit	Fixed	\$ 50.00	
	Retail Food Store	Fixed	\$ 100.00	
	Seasonal Food Establishment	Fixed	\$ 100.00	
	Temporary Food Permit	Variable	25/day	per day or /\$75 for 4 - 14 days
Lodging	Inn/Hotel	Fixed	\$ 100.00	Food and Pool permits additional
	Bed and Breakfast/Inn/Hotel (9 rooms or more)	Fixed	\$ 125.00	Food and Pool permits additional
Refuse Haulers	Refuse/Garbage Haulers - annual permit	Fixed	\$ 100.00	
Septic Systems	Title 5 Inspections Witness Fee	Variable	\$ 100.00	first 2 hrs + \$50/hr after
	Title 5 BOH Determination Fee		\$ 25.00	
	Percolation Test (base 2 hrs + \$50/hr) Witness Fee	Variable	\$ 225.00	first 2 hrs + \$50/hr after
	Disposal System Construction Application (minor)	Fixed	\$ 100.00	D-box or septic tank only
	Disposal System Construction Application (major upgrade)	Fixed	\$ 150.00	
	Disposal System Construction Application (major new)	Fixed	\$ 250.00	
Septic Installer	Septic System Installer's Annual Permit	Fixed	\$ 100.00	BCBOH Certification Required
Septic Haulers	Septic Haulers - annual permit	Fixed	\$ 100.00	
Pools	Swimming Pool Permit (seasonal)	Fixed	\$150/first po	base+ \$75 per additional
	Swimming Pool Permit (annual)		\$200/first po	base+ \$100 per additional
Tobacco	Tobacco Annual Permit	Fixed	\$ 100.00	
Wells	Well Permit & Plan Review	Fixed	\$ 100.00	
	Well Decommissioning	Fixed	\$ 50.00	
Reinspections			\$50/hour	
Reissue Permit			\$ 15.00	

Town Administrator

From: Patrick Mahoney <pmahoney@guardian-energy.com>
Sent: Monday, January 22, 2024 11:39 AM
To: Town Administrator
Cc: Yamil & Joel Brito; Hannes Klein
Subject: [External Sender]Peru Green Communities Designation Grant Building Envelope

Hey Terry,

It was good talking with you just now. I hope that you can get the phones up and working again soon! Do you have some dates in the next two weeks that we could meet with someone onsite to audit the town hall?

Can you remind me how much the town has left in the designation grant fund? This will help us to determine what sort of scope we will be able to accommodate.

All the best,
-Patrick



Patrick Mahoney
Key Account Manager
913-593-3305
pmahoney@guardian-energy.com

MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT FFY 2024

Community Development Fund 2024
Joint Application Authorization: Peru

CDF-2024-Chesterfield*-00003

MUNICIPALITY: Peru

Contact Person:
Name Verne Leach
Title Selectboard Chair



Signature of Chief Elected Official

VERNE LEACH

Printed Name of Chief Elected Official

CHAIR SELECT BOARD

Title of Chief Elected Official

SELECT BOARD MEETING MINUTES: December 11, 2023 @ 6:00 P.M.

Town Hall Meeting Room

Vern Leach, Chairman Selectman/ACO
Doug Haskins, Selectman/Fin Com
Ed Munch, Selectman
Terry Walker, Town Administrator
Jesse Pelkey, Fire Chief
Bruce Cullett, Police Chief/EMD
Paul Hickling, Finance Committee Chairman
Bonny DiTomaso, School Committee
Katie Boucher, School Committee

Public Attendees: Don Perreault

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: None.

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

Item 5: Review and Approve BOS Meeting Minutes for 11/27/2023:

Selectman Leach motion to approve 11/27/2023 minutes pending changes, Selectman Munch second, 3-0,

Item 6: Updates of Departments:

Police Chief Cullett: nothing currently

Finance Committee Chairman Hickling: nothing currently

Fire Chief Pelkey:

- Tanker passed inspection.
- Chief Pelkey requested using the command vehicle to deliver holiday baskets to families in need. The Board of Selectmen agreed that Chief Pelkey could use the command vehicle.
- Chief Pelkey mentioned that the Permit Eyes account was short by \$520.00. Selectman Haskins mentioned that \$13,000 was approved at ATM for two contracts. Selectman Leach mentioned that ATM vote was for all departments. Chief Pelkey was instructed to research and find out why the amount changed.

Town Administrator Walker:

- Well Regulations from KP Law with additions and modifications was emailed to the Board of Health.
- TA Walker mentioned she is working on FY25 budgets requests and forms will be distributed to all departments. Also, TA Walker is compiling reports for the Annual Town Report.
- Research is being done on a Community Development Block Grant for a new town hall.
- TA Walker is still researching the policy for floating holidays on the Town's personnel policy.

Item 7: Review and possible vote on Treasurer borrowing from Stabilization Fund: The Selectboard signed form allowing the Town Treasurer to borrow \$100,000 from the Stabilization Fund. Selectman Leach motion to allow Town Treasurer to borrow \$100,000 from the Stabilization Fund, Selectman Haskins second, unanimous vote. Also, Treasurer Wendling needs to borrow a Revenue Anticipation Note (RAN) because the tax bills have not been mailed out and the school payment is due on Friday. The lowest bid Treasurer Wendling received was from Easthampton Savings at 4.75%. This is a 3 month note and will be paid off in March 2024. Selectman Leach motion to allow Town Treasurer to borrow \$300,000 RAN, Selectman Haskins second, unanimous vote. The Board of Selectmen and Town Clerk signed off on the note.

Item 8: Discussion on complaint made by John and Beth Bigelow on road conditions of Ash Lane cul-de-sac: Hold - Bigelows nor Highway Superintendent were not present. 3-0 vote to place on hold.

Item 9: Discussion and possible vote on KP Law Professional Conduct Rule 1.7 pertaining to Central Berkshire Regional School District Agreement: Bonny DiTomasso and Katie Boucher were present and representing Central Berkshire School committee. They explained that the regional school agreement has not been updated since 1958. The new agreement has to be reviewed by Town Council and approved by a warrant article at Annual Town Meeting. Ms. DiTomasso stated that she had emailed the agreement to the BOS and TA for review. The Board of Selectmen mentioned that they had not received the email from Ms. DiTomasso. TA Walker, during the meeting, searched her email and had not received an email from Ms. DiTomasso since July 10, 2023. The BOS nor TA Walker had received the regional school agreement. Selectman Munch asked Ms. DiTomasso to please email the regional school agreement to the BOS and TA so it could be signed before January 1st.

Item 10: Review Special Town Meeting Warrant articles: It was agreed by the board that Logan Brooks would handle all the questions. Plus, Finance Committee Hickling would go into a little more detail regarding balances available in ARPA and Future Equipment accounts.

Item 11: Review and approve Accounts Payable, Treasury Warrant and payroll Warrant: 24-12P, V12-2024

Item 12: Public Input: Bonny DiTomasso mentioned that she had done some research on an Airbnb in town and this property is a non-profit. The BOS could not discuss the topic because this was not on the agenda. Some discussion on a \$500.00 fee for a well permit and \$100.00 for the Health Agent to be a witness. Selectman Leach mentioned the fee schedule was set in 2019. It was noted that paying the Health Agent \$100.00 for 5 minutes to witness the inspection seems extensive. Selectman Leach feels that the Board of Health and Board of Selectmen should get together to set fees.

Item 13: Adjourn: Selectman Leach motion to adjourn the 12/11/2023 BOS Meeting, Selectman Haskins second, vote 3-0. The 12/11/2023 BOS Meeting adjourned at 7:31 P.M.

Articles used:

Minutes- 11/27/2023

Warrants: 24-12P, V12-2024

Stabilization borrowing form

Revenue Anticipation Note

Respectfully Submitted,

Ferry Walker
Town Administrator

Verne Leach, Chairman



Doug Haskins, Selectman



Ed Munch, Selectman



Date Approved: 1-8-24

Received 1/8/2024 Kim Leach , Town Clerk



BOH Guide: #37 BOH Confidentiality Policy

Board of Health and Local Health Department Standard Operating Procedures (SOP)

This **Checklist** highlights many of the steps needed to adopt a BOH Confidentiality Policy under M. G.L. c. 4, §7 (26)(o). The checklist is designed to be used in tandem with the **BOH SOP and Appendices**. BOXES CAN BE CHECKED WITH the CURSOR.

BOH Authority to Restrict and Protect Certain Projected Information - M. G.L. c. 4, §7 (26)(o).

1. Every BOH should adopt and have members and staff sign a Confidentiality Agreement to keep certain protected information private and unavailable to public records requests.
2. Protected information includes trade secrets, identifiable medical information, active and ongoing investigations,
3. BOH Policies are subject to change at any time based on local circumstances.
4. Private medical information should never be discussed in a public meeting or noted in the minutes of a meeting.

Requirements for adopting a Local BOH Policy

BOH Meeting:

- Posting:** Open Meeting Law (OML) must be followed. BOH majority may not deliberate outside of posted meetings. No exceptions. Even emergency meetings must be posted asap and then followed up by a regularly posted meeting.
- Written:** Local policies should be in writing and approved at a BOH Meeting.
- Minutes:** Minutes of the meetings must be kept and then approved. Approval of minutes may be given at the same meeting if the minutes are complete and accurate and reference the approval of the Local Regulation.
- Policy Changes:** BOH can change a policy at any BOH meeting.

Attestation and Notice:

- Town/City Clerk:** It is not required that BOH Policies be filed or posted, though it is a good idea.
- Posting:** A summary of the Local Regulations must be posted in a local newspaper once, and ideally should be posted on the BOH website if available.

(Resources:

[mdph-confidentiality-policy.doc \(live.com\)](#)

[Legal-Handbook-3rd-Edition-2021.pdf \(mahb.org\)](#)

[Record Keeping Responsibilities and Requirements: \(mahb.org\)](#)

Model Confidentiality Policy below

Board of Health Confidentiality Policy Town of

- I. **PURPOSE** The purpose of this Confidentiality Policy is to provide for the safeguarding of protected and private information.
- II. **AUTHORITY** This Confidentiality Policy is intended to ensure that Board of Health members and staff comply with all relevant state and federal laws and regulations concerning the protection of confidential information. These include, but are not limited to, [the Massachusetts Fair Information Practices Act \(FIPA\)](#); [the Health Insurance Portability and Accountability Act \(HIPAA\)](#) and the privacy and security regulations implementing HIPAA, as they apply to the Department as a hybrid agency;¹ and [Massachusetts Executive Order # 412](#).
- III. **PERMANENTLY PROTECTED INFORMATION**
- a. identifiable medical files or information as long as the person is alive
 - b. trade secrets as long as still valid
 - c. anonymous complainants until they disclose themselves
 - d. any other documents that would constitute an unwarranted invasion of an individual's personal privacy. G.L. c. 4, § 7(26)(c)
- IV. **TEMPORARY PROTECTED INFORMATION:**
- a. active and ongoing investigations
 - b. active and ongoing legal proceedings
 - c. personnel files and information including home addresses and contact information.
- V. **LIMITING DISCLOSURE** Protected information shall be kept in protected files and not discussed with any members of the public until the information is no longer confidential as would occur at the end of an investigation or legal proceeding when the data and files become public information. At no time shall personal medical information or other permanently protected information be disclosed.

Adopted this _____ day of _____, 202. _____

Agreed to and Signed by:

NAME, TITLE, DATE

Agreed to and Signed by:

NAME, TITLE, DATE

Agreed to and Signed by:

NAME, TITLE, DATE

Agreed to and Signed by:

NAME, TITLE, DATE

Agreed to and Signed by:

NAME, TITLE, DATE

¹

January 22, 2024

To Whom It May Concern,

As I sit here and try to put words to paper, and summing up the last 25 plus years of service volunteering on the fire department. I have met many great townspeople along the way, and made lots of new friends. I have learned a lot of fire safety, medical, and firefighting techniques along the way.

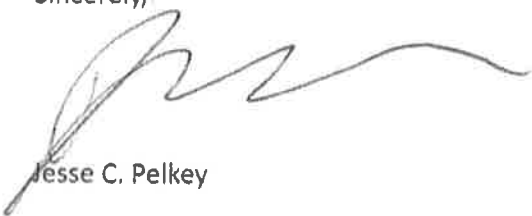
I started out as a junior firefighter at the age of 10, then became a lieutenant, and eventually chief. I would like to thank all of my members for supporting and standing beside me through the years, and always looking at different opinions, ways, and points of view. We always came to the best solutions possible for the betterment of the community and our department.

I want to thank everyone including the department and the town residents that have supported me at meetings and in the chief's position. It was a true honor to follow in my father's footsteps.

This has been by far one of the hardest decisions I have had to ever make. Many of you know that once firefighting is in your blood, it never leaves. There has been a lot of stress and tension since taking on the chief's position. I have been asked by my doctors to reduce stress. On January 12, at approximately 9:30AM, I suffered an ischemic stroke while in the Albany, NY area for a doctor's appointment. I was rushed to Albany Medical Center where I was given lifesaving treatment. Luckily, it was caught in time, and I only have a few minor deficiencies as a result.

However, I feel like I can no longer give my full 110% effort to the department and the town. Therefore, I am tendering my formal resignation effective immediately. Resigning as Fire Chief for the Town, Association and Forest fire Warden. It has been an honor to serve this town and the Association for the many years that I was able to do so.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jesse C. Pelkey', with a long horizontal flourish extending to the right.

Jesse C. Pelkey

INTEROFFICE MEMORANDUM

TO: TOWN OF PERU DEPARTMENT HEADS
FROM: BOARD OF SELECTMEN
SUBJECT: FISCAL YEAR 2025 YEARLY BUDGET
DATE: January 22, 2024
CC: FINANCE COMMITTEE

PLEASE SUBMIT YOUR PRELIMINARY BUDGET FOR FISCAL YEAR 2025, NO LATER THAN February 26, 2024, USING THE FORMAT SHOWN BELOW. PLEASE GIVE TO THE BOARD OF SELECTMEN.

ACCOUNT NUMBER	ACCOUNT NAME	FY24 BUDGET AMOUNT	FY25 REQUESTED BUDGET AMOUNT

SUBMITTED BY: _____

DATE: _____

SHOULD YOUR DEPARTMENT REQUIRE A MAJOR PURCHASE IN FY 2025, PLEASE SUBMIT SEPARATELY ALONG WITH DESCRIPTION, JUSTIFICATION, AND ESTIMATED PRICING.

THANK YOU.

Line Item Number	Budget Item	FY 22 Allocation	FY 23 Proposed	FY 24 Proposed	FY 25 Proposed	Increase/(Decrease)	% change
10111.00	Legal	9,500.00	9,000.00	9,000.00		(9,000.00)	-100%
10122.00	Town Administrator	21,012.00	30,000.00	30,900.00		(30,900.00)	-100%
10122.01	Selectmen's Salary	10,413.00	10,413.00	10,725.00		(10,725.00)	-100%
10122.02	Selectmen Expenses	2,500.00	2,500.00	2,500.00		(2,500.00)	-100%
10122.06	Administrative Assistant	8,450.00	9,100.00	5,500.00		(5,500.00)	-100%
10123.00	Continuing Ed	6,530.00	6,530.00	6,530.00		(6,530.00)	-100%
10124.00	IT	19,000.00	19,000.00	24,500.00		(24,500.00)	-100%
10124.02	Website	1,850.00	1,930.00	1,930.00		(1,930.00)	-100%
10135.00	Accountant Services	12,000.00	0.00	31,800.00		(31,800.00)	-100%
10135.01	Town Auditor	1.00	1.00	1.00		(1.00)	-100%
10141.00	Assessor Salary	10,413.00	3,471.00	23,720.00		(23,720.00)	-100%
10141.01	Assessor Expenses	1,000.00	1,000.00	1,000.00		(1,000.00)	-100%
10141.02	Assessor Services	19,857.00	32,400.00	25,000.00		(25,000.00)	-100%
10141.04	Tax Map Maintenance	1,600.00	1,600.00	1,600.00		(1,600.00)	-100%
10141.12	Assessor Computer	4,500.00	2,400.00	2,400.00		(2,400.00)	-100%
10141.12	Assessor Utility Appraisal	3,500.00	3,500.00	3,500.00		(3,500.00)	-100%
10145.00	Treasurer's Salary	9,753.00	12,000.00	12,360.00		(12,360.00)	-100%
10145.02	Treasurer Expenses	1,500.00	1,500.00	1,500.00		(1,500.00)	-100%
10145.03	Bank Charges	100.00	100.00	100.00		(100.00)	-100%
10145.04	Treasurer Tax Title	5,000.00	6,000.00	6,000.00		(6,000.00)	-100%
10145.05	Annual Software	11,470.00	12,646.00	13,277.97		(13,277.97)	-100%
10146.00	Tax Collector Salary	9,753.00	12,000.00	12,360.00		(12,360.00)	-100%
10146.01	Tax Collector Expenses	1,500.00	1,500.00	1,500.00		(1,500.00)	-100%
10146.02	Tax Taking Charges	1,500.00	1,500.00	1,500.00		(1,500.00)	-100%
10146.05	Tax Coll Computer	9,388.00	10,351.00	10,867.78		(10,867.78)	-100%
10161.00	Town Clerk Salary	8,321.00	10,000.00	10,300.00		(10,300.00)	-100%
10161.01	Town Clerk Expenses	2,200.00	2,000.00	2,200.00		(2,200.00)	-100%
10161.02	Asst Town Clerk Salary	2,484.00	2,484.00	2,730.00		(2,730.00)	-100%
10161.03	Election & Bd of Reg	4,850.00	5,850.00	5,850.00		(5,850.00)	-100%
10171.00	Conservation Comm	400.00	400.00	400.00		(400.00)	-100%
10172.00	BRPC	691.73	677.00	693.00	710.30	17.30	2%
10173.00	Board of Appeals	100.00	100.00	100.00		(100.00)	-100%
10175.00	Officer's Mileage	2,000.00	2,500.00	2,000.00		(2,000.00)	-100%
10175.01	USPS	3,000.00	3,000.00	3,500.00		(3,500.00)	-100%
10175.02	Office Supplies	2,000.00	2,000.00	2,000.00		(2,000.00)	-100%

20212.00	Police Dept. Expenses	4,900.00	5,145.00	7,085.00	(7,085.00)	-100%
20212.02	Police Wages	29,849.00	32,088.00	39,000.00	(39,000.00)	-100%
20212.04	Police Cruiser Maint	3,400.00	3,500.00	3,500.00	(3,500.00)	-100%
20212.08	Police Chief Salary	42,900.00	44,187.00	67,500.00	(67,500.00)	-100%
20217.00	Internet	7,800.00	6,000.00	6,700.00	(6,700.00)	-100%
20218.00	Comm Service 911	10,792.00	11,116.00	11,449.00	(11,449.00)	-100%
20220.00	Police Continuing Ed	896.00	7500	3,000.00	(3,000.00)	-100%
20222.00	Vol FD	20,000.00	20,000.00	25,000.00	(25,000.00)	-100%
20222.01	Fire Chief Salary	1,214.00	2,450.00	2,525.00	(2,525.00)	-100%
20222.02	Fire Station Mortgage	15,216.00	15,216.00	14,630.75	(14,630.75)	-100%
20222.04	Firemen's Building Maint	1,500.00	1,500.00	2,000.00	(2,000.00)	-100%
20222.11	Vol FD Insurance	7,000.00	6,500.00	6,000.00	(6,000.00)	-100%
20224.00	Hinsdale Ambulance	2,000.00	2,000.00	2,000.00	(2,000.00)	-100%
20226.00	Insp of Animals	896.00	922.00	950.00	(950.00)	-100%
20292.00	Animal Control Salary	1,801.00	1,855.00	1,911.00	(1,911.00)	-100%
20293.00	Animal Control	600.00	600.00	1,000.00	(1,000.00)	-100%
30000.01	CBRSD Operating/Transp	878,291.00	883,913.00	903,919.00	(903,919.00)	-100%
30000.02	CBRSD Capital	121,263.00	110,695.00	102,405.00	(102,405.00)	-100%
30000.04	Smith Vocational Tuition	205,469.00	215,842	180,684.00	(180,684.00)	-100%
30000.05	Voc Sch Transportation	37,710.00	39,408.00	41,180.40	(41,180.40)	-100%
30610.00	Peru Library	16,541.00	18,893.00	19,265.00	(19,265.00)	-100%
30610.02			-	0.00	-	
40100.00	Road Superintendent Salary	63,036.00	67,764.00	75,000.00	(75,000.00)	-100%
40103.00	Highway Employee Wages	88,000.00	94,600.00	107,000.00	(107,000.00)	-100%
40103.05	Temp Summer Help	8,000.00	8,000.00	8,000.00	(8,000.00)	-100%
40105.00	Highway Uniforms	3,700.00	3,700.00	3,700.00	(3,700.00)	-100%
40200.00	Maint Hard Road Surfaces	28,000.00	28,000.00	28,000.00	(28,000.00)	-100%
40204.00	Material Gravel Roads	20,000.00	20,000.00	25,000.00	(25,000.00)	-100%
40206.00	Road Machinery Maint	25,000.00	25,000.00	25,000.00	(25,000.00)	-100%
40208.00	Gas & Fuel	27,630.00	30,000.00	33,000.00	(33,000.00)	-100%
40210.00	Town Highway & Bridges	16,750.00	16,750.00	16,750.00	(16,750.00)	-100%
40212.02	Highway Garage Mortgage	12,020.00	12,020.00	12,020.00	(12,020.00)	-100%
40213.21	Boom Mower Motor			0.00	-	#DIV/0!
40213.22	Hydraulic Hose Cimper			0.00	-	#DIV/0!
40213.25	Future Equip & Vehicle	30000		0.00	-	#DIV/0!
40214.00	Tree Removal	20,000.00	20,000.00	20,000.00	(20,000.00)	-100%

40423.00	Snow Roads Public	80,000.00	80,000.00	90,000.00	(90,000.00)	-100%
40424.00	Snow Roads Private	500.00	500.00	500.00	(500.00)	-100%
40500.00	Compactor	38,000.00	38,000.00	38,000.00	(38,000.00)	-100%
40502.00	Northern Berk Solid Waste	2,515.00	2,794.00	2,866.00	(2,866.00)	-100%
40503.00	Health Dept	11,450.00	11,900.00	15,500.00	(15,500.00)	-100%
40504.00	Compactor Attendant	7,533.00	7,800.00	7,950.00	(7,950.00)	-100%
50300.00	Council On Aging	400.00	400.00	1,000.00	(1,000.00)	-100%
50302.00	Elderly Outreach Program	525.00	525.00	650.00	(650.00)	-100%
50303.00	Council On Aging Salary	608.00	750.00	1,200.00	(1,200.00)	-100%
50700.00	Cemetery Sexton	316.00	350.00	500.00	(500.00)	-100%
50700.01	Cemeteries	1,000.00	1,000.00	1,500.00	(1,500.00)	-100%
50900.00	Veterans Agent Salary	2,250.00	500.00	500.00	(500.00)	-100%
50902.00	Veterans Services	10,000.00	6,000.00	6,000.00	(6,000.00)	-100%
60002.04	Town Building Maintenance	15,000.00	15,000.00	15,000.00	(15,000.00)	-100%
60002.05	Utilities Electric	12,500.00	12,000.00	12,500.00	(12,500.00)	-100%
60002.06	Utilities Heating	16,500.00	16,500.00	16,500.00	(16,500.00)	-100%
60002.07	Utilities Telephone	1,500.00	1,500.00	1,500.00	(1,500.00)	-100%
60002.25	ADA Study Town Hall			0.00	-	
60002.4	Town Hall Cleaning	2,500.00	2,500.00	3,900.00	(3,900.00)	-100%
60004.10	Town Green Park Mowing	6350	6450	6,450.00	(6,450.00)	-100%
60006.00	Partridge Field Playground	1,500.00	1,500.00	1,500.00	(1,500.00)	-100%
70750.00	Interest on Loans	1,000.00	12,500.00	1,000.00	(1,000.00)	-100%
90206.00	Town Insurance	46,000.00		41,559.00	(41,559.00)	-100%
90208.00	Town Report	2,000.00	2,000.00	2,000.00	(2,000.00)	-100%
90912.00	BCRS Assessment	45162	39078	58,841.00	(58,841.00)	-100%
90913.00	Mass Unemployment	600.00	600.00	600.00	(600.00)	-100%
90915.00	Medicare	7,600.00	7,700.00	7,700.00	(7,700.00)	-100%
90919.00	Health Insurance	102,730.08	102730.08	132,120.96	(132,120.96)	-100%
95781.00	Reserve Fund	10,000.00		0.00		
	TOTAL	2,386,349.81	2,345,194.08	2,532,355.86	-2,531,645.56	
					(2,531,645.56)	

Town Administrator

From: Jennifer Radwich <jradwich@cbrsd.org>
Sent: Friday, January 19, 2024 3:40 PM
To: Tax Collector; Accounting; Town Administrator; Peru townclerk@townofperuma.com
Cc: Greg Boino; Richard Jette; Richard Jette
Subject: [External Sender]CBRSD- REVISED CAPITAL ASSESSMENT
Attachments: Peru budget FY24 ADJ.docx; Peru Letter FY24 ADJ.docx

Good Afternoon,

Due to a calculation error, the town capital assessments were incorrectly calculated. We have recalculated these and have attached a revised letter showing the decrease to the 4th quarter.

Please feel free to reach out if you have any questions or concerns.

Jenny

--

Jennifer Radwich
Accounting Coordinator
Central Berkshire Regional School District
254 Hinsdale Road
PO Box 299
Dalton, MA 01226

Tel# 413-684-0320 Ext 1004
Fax# 413-684-4088

CENTRAL BERKSHIRE REGIONAL SCHOOL DISTRICT

254 Hinsdale Road, PO BOX 299
 Dalton, MA 01227-0299
 Administrative Offices 413-684-0320
 Fax 413-684-4088

FY 2024 Operating and Capital Assessment
Certify March 9, 2023

Town of Peru

OPERATING BUDGET FY2024		
Minimum Contribution/Basic Budget		\$871,324.00
Excess Debt		
Transportation Assessment		\$32,595.00
<u>Total Net Operating Assessment</u>		\$903,919.00
 CAPITAL BUDGET		
Wahconah Renovation	5.17%	\$4,753.00
Wahconah Building Project	5.17%	\$97,292.00
<u>Total Capital Budget</u>		\$102,045.00
Total Amount Due		\$1,005,964.00

PAYMENT SCHEDULE				
Date Payable	Operating	Transportation	Capital	Total Due
8/15/2023	\$217,831.00	\$8,148.75	\$25,601.25	\$251,581.00
12/15/2023	\$217,831.00	\$8,148.75	\$25,601.25	\$251,581.00
2/15/2024	\$217,831.00	\$8,148.75	\$25,601.25	\$251,581.00
6/1/2024	\$217,831.00	\$8,148.75	\$25,241.25	\$251,581.00
Totals	\$871,324.00	\$32,595.00	\$102,045.00	\$1,005,964.00

4th Quarter adjustment decreased Capital \$360.00



CENTRAL BERKSHIRE REGIONAL SCHOOL DISTRICT

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

LESLIE BLAKE-DAVIS
Superintendent
lblakedavis@cbrsd.org

RICHARD A JETTE
Treasurer
rjettei@cbrsd.org

March 10, 2023

REVISED

TO: Peru Town Treasurer
Chairperson, Peru Select Board
Chairperson, Peru Finance Board

FROM: Richard A. Jette, Treasurer

In accordance with MGL, Chapter 71, Section 16b, and the Regional Agreement, as amended, between the member towns, the Town of Peru's proportionate share of the capital and operating budget for the Central Berkshire Regional School District for the fiscal year July 1, 2023 to June 30, 2024 is hereby certified as voted on March 9, 2023 by the Central Berkshire Regional School Committee.

Net Capital Assessment	102,045.00 (Decrease of \$360.00)
Net Transportation Assessment	32,595.00
Net Operating Assessment	<u>871,324.00</u>
Total Assessment	\$1,005,964.00*

If you have any questions, please feel free to call me at the business office at 413-684-0320 ext. 1004.

Sincerely,

Richard A. Jette, Treasurer

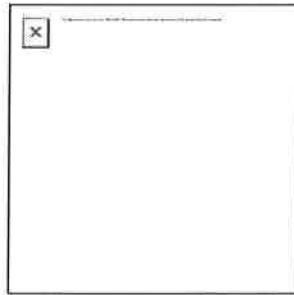
Enclosure: FY24 Budget Certify Package

Cc: Gregory Boino, Director of Finance & Operations
Chairperson, Board of Assessors

*Values are rounded to nearest dollar.

Town Administrator

From: eohed@intelligrants.com
Sent: Friday, January 19, 2024 11:06 AM
To: Town Administrator
Subject: [External Sender]The FY25 Round of the Community One Stop for Growth is Now Open!
Importance: High



The FY25 Round of the Community One Stop for Growth is Now Open

The Healey-Driscoll Administration is pleased to announce the opening of the FY25 One Stop Full Application.

In the coming weeks, we will hold a series of webinars about the One Stop process. Prospective applicants interested in joining Webinar 1 and/or Webinar 2 must register using the links below to receive access. Webinar 3 and program specific webinars will be prerecorded and posted directly to the One Stop website. Below is the schedule of webinars:

- Webinar 1: One Stop Overview Webinar – February 5, 2024 [Register Here](#)
- Webinar 2: One Stop Application Guidance Webinar – February 7, 2024 [Register Here](#)
- Webinar 3: Prerecorded Technology Webinar – To Be Posted Online February 8, 2024
- Individual Program Webinars (NEW) – To Be Posted Online February 16, 2024

As of today, applicants may log into the [IGX system](#) and begin working on their Full Application(s). The One Stop will begin accepting Full Applications on May 6, 2024. **The submission deadline is June 5, 2024 at 11:59 p.m.**

Opportunities for Guidance on Your Projects

We encourage all prospective applicants to submit an **Expression of Interest (EOI)**, an optional, but highly recommended form that allows applicants to receive guidance on their priority projects before submitting a Full Application.

The EOI is now offered as a short webform, accessed directly through the One Stop website. The new streamlined process allows for an expedited delivery of EOI feedback and eliminates the limit to the number of projects that an organization can submit. **The EOI becomes available February 9 and will remain open through April 30.**

To supplement the guidance received in the EOI process, One Stop staff and program managers will host two separate **Virtual Office Hour Series** to answer applicant questions. First, **One Stop General Guidance Office Hours** will be hosted by One Stop staff to answer general One Stop process and technology questions. In addition, each program in the One Stop will host a separate **Program Office Hour** session to allow applicants to ask questions specific to the program.

For more information on the Full Application, Expression of Interest, Office Hours, and the FY25 Round of the One Stop in general, visit www.mass.gov/onestop. Questions can be sent to onestop@mass.gov.

Town Administrator

From: Cronin, Sean R. (DOR) <croninse@dor.state.ma.us>
Sent: Thursday, January 18, 2024 4:24 PM
To: Town Administrator
Subject: [External Sender]July/August Flood Damage Funding

Town Administrator Walker, as you likely know, the Healey-Driscoll administration, in partnership with the Legislature, secured \$15 million in the FY23 closeout supp to directly support municipalities affected by severe weather events in 2023. The Administration is pleased to announce the release of the first \$10 million dollars of this funding to support municipalities impacted by the July and August storms. This funding will help 37 communities that suffered damage and/or incurred emergency response costs. Funds are being allocated based on a combination of factors, including storm-related expenses, municipality size, and the amount of infrastructure-related costs. Under this formula, Peru is set to receive \$20,000. This information is embargoed until Monday, January 22. Funds will be distributed in the coming weeks.

Sean R. Cronin
Senior Deputy Commissioner of Local Services
Division of Local Services
PO Box 7095
Boston, MA 02204-7095
(617) 626-2381

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ERIC A KINSHERF, CPA

Certified Public Accountant

116 State Road #8, P.O. Box 791
Sagamore Beach, MA 02562
Phone: (508) 833-8508 Fax: (877) 262-0416

FY23 ENCUMBRANCE REQUEST

TO THE OFFICE OF THE ACCOUNTANT:

REQUEST TO ENCUMBER FUNDS FROM FISCAL YEAR 2023

TOWN OF/DEPT: Town Administrator

ACCOUNT #: 60002.40 ACCOUNT NAME: Town Hall Cleaning

DATE ORDERED	VENDOR NAME	INVOICE #	AMOUNT
3/31/2023	Berk Family Cleaning	* 1407	v 360.00
4/30/2023	Berk Family Cleaning	* 1448	8 360.00
5/31/2023	Berk Family Cleaning	* 1492	9 360.00
4/30/2023	Berk Family Cleaning	* 1547	* 360.00

ENCUMBRANCE REQUEST AUTHORIZED BY (PRINT): Terry L Walker
T. A.

ENCUMBRANCE REQUEST AUTHORIZED BY (SIGN): Terry L Walker

Accountant Approval Initials: _____

Date: _____

Invoice

Berkshire Family Cleaning
Berkshire Family Cleaning
berkshirefamilycleaning@gmail.com
4135517466
PO BOX 1941 Lenox -Ma zip cod 01240
Thank you!!!!

VENDOR# 722
GL ACCOUNTS: incumb
AMOUNT \$ 360.00
APVD BY: (TW)

Rec 4/17/24
(TW)

[Handwritten signature]



Bill to

Peru Town Hall
townadmin@townofperuma.com

Invoice no.: 1407
Invoice date: 03/31/2023
Due: 04/07/2023

DESCRIPTION	RATE, USD	QTY	AMOUNT, USD
Cleaning service	\$180.00	2	\$360.00

Payment Instruction

Make checks payable to:
"Berkshire family Cleaning"



Venmo"@Tatiana-Cadavid"

Total: **\$360.00**

Balance Due: \$360.00

Invoice

Berkshire Family Cleaning
Berkshire Family Cleaning
berkshirefamilycleaning@gmail.com
4135517466
PO BOX 1941 Lenox -Ma zip cod 01240
Thank you!!!!

Peru 1/17/24
VENDOR# 722
GL ACCOUNTS: numb 4
AMOUNT \$ 360.00
APVD BY: 


Bill to

Peru Town Hall
townadmin@townofperuma.com

Invoice no.: 1448
Invoice date: 04/30/2023
Due: 05/07/2023

DESCRIPTION	RATE, USD	QTY	AMOUNT, USD
Cleaning service	\$360.00	1	\$360.00

Payment Instruction

Make checks payable to:
"Berkshire family Cleaning"

Venmo"@Tatiana-Cadavid"

Subtotal: \$360.00
(0%): \$0.00
Total: \$360.00

Balance Due: \$360.00

Invoice

VENDOR# 722
GLACCOUNTS: exumb #
AMOUNT \$ 360.00
APV'D BY: W

Berkshire Family Cleaning
Berkshire Family Cleaning
berkshirefamilycleaning@gmail.com
4135517466
PO BOX 1941 Lenox -Ma zip cod 01240
Thank you!!!!

Rec 1/19/24
②
W



Bill to

Peru Town Hall
townadmin@townofperuma.com

Invoice no.: 1492
Invoice date: 05/31/2023
Due: 06/07/2023

DESCRIPTION	RATE, USD	QTY	AMOUNT, USD
Cleaning service	\$360.00	1	\$360.00

Payment Instruction

Make checks payable to:
"Berkshire family Cleaning"

Venmo"@Tatiana-Cadavid"

Subtotal: \$360.00
(0%): \$0.00
Total: \$360.00

Balance Due: \$360.00

VENDOR# 122
GL ACCOUNTS: (Cumb it
AMOUNT \$ 360.00
APVD BY: TW

Invoice

Berkshire Family Cleaning
Berkshire Family Cleaning
berkshirfamilycleaning@gmail.com
4135517466
PO BOX 1941 Lenox -Ma zip cod 01240
Thank you!!!!

Rec 11/17/24
TW
[Signature]



Bill to

Peru Town Hall
townadmin@townofperuma.com

Invoice no.: 1547
Invoice date: 06/30/2023
Due: 07/07/2023

DESCRIPTION	RATE, USD	QTY	AMOUNT, USD
Cleaning service	\$180.00	2	\$360.00

Payment Instruction

Make checks payable to:
"Berkshire family Cleaning"

Venmo"@Tatiana-Cadavid"

Subtotal: \$360.00
(0%): \$0.00
Total: \$360.00

Balance Due: \$360.00

Notes

Overdue Invoice :#1407 \$360 #1448
\$360 #1492 \$360 ////Disregard the
value of \$720



TO: Peru Town Hall
FROM: Berkshire Family Cleaning (Edson Neto)

January 04, 2024

Payment Agreement invoice overdue

We hope you are feeling very well, the reason for this letter is because we want to communicate with you because as of today we have presented five invoices without payments, of which I sent you a copy so that you can review them and know what they are. . On the other hand, I wanted to make it clear to you that generally we only allow one invoice to be left overdue each month, we do all this to avoid future problems regarding payments, we are very happy to work for you and we appreciate the trust you have placed in us, but we need to see The payments of the five invoices for the year 2023 have been reflected so that we can continue in 2024 without invoices from the previous year and continue providing our service, and preserve the collaboration of both companies.

I know that in some invoices in the QTY a cleaning sometimes appears but the value of two cleanings, it happens that there was an error and we only included the total of the cleanings for a single item, but if we review the month of the invoice, you can check which are 2 cleanings or even some months can be 3, starting in 2024 the number of cleanings per month will be set, to avoid this problem, if you have any questions, do not hesitate to contact me.

We hope you have an excellent new year, and that in 2024 we can continue working together, thank you for your attention and we wish you the best

Edson Neto


CEO & OWNER



ERIC A KINSHERF, CPA

Certified Public Accountants

116 State Road #8, P.O. Box 791
Sagamore Beach, MA 02562
Phone: (508) 833-8508 Fax: (877) 262-0416

FY23 ENCUMBRANCE REQUEST

TO THE OFFICE OF THE ACCOUNTANT:

REQUEST TO ENCUMBER FUNDS FROM FISCAL YEAR 2023

TOWN OF/DEPT: Town Administrator

ACCOUNT #: 60000.40 ACCOUNT NAME: Town Hall cleaning

DATE ORDERED	VENDOR NAME	INVOICE #	AMOUNT
12/7/22	Best Family Clean	3008	180.00

ENCUMBRANCE REQUEST AUTHORIZED BY (PRINT): Terry Walker

ENCUMBRANCE REQUEST AUTHORIZED BY (SIGN): Terry Walker

Accountant Approval Initials: _____

Date: _____

Estimate

Berkshire Family Cleaning
Berkshire Family Cleaning
berkshirfamilycleaning@gmail.com
4135517466
PO BOX 1941 Lenox -Ma zip cod 01240
Thank you!!!!

VENDOR# 722
GL ACCOUNTS: 2mcumb #
AMOUNT \$ 180.00
APV'D BY: (TW)



Bill to

Peru Town Hall
townadmin@townofperuma.com

Estimate no.: 3008
Estimate date: 12/07/2022

DESCRIPTION	RATE, USD	QTY	AMOUNT, USD
Cleaning service "Every Other Week"	\$180.00	1	\$180.00

Payment Instruction

Make checks payable to:
"Berkshire family Cleaning"

"Venmo @Edson-Neto"

Total: \$180.00

Notes

We Have Liability insurance and Work Comp !!!
Reference : Johnson Ford , Congregation Marians
Father , Gould Farm , Rebbele , Verizon " lenox",
Excelsior, Egremont School!!

Business signature
Berkshire Family Cleaning



TO: **Peru Town Hall**
FROM: **Berkshire Family Cleaning (Edson Neto)**

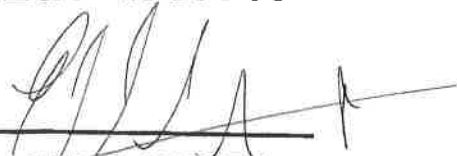
January 22, 2024

Payment Agreement invoice overdue

I hope you are well, I communicate through written letters to try to be as exact and specific as possible and make myself understood well, to make some things clear, the day I had the meeting with Jim for the budget, we agreed on two cleanings per month, which They were done every two weeks, but in the first 3 months we only did one cleaning each month, because in the first month we started in the last week of the month, the next month one was canceled and only one was done and the following third month the same thing happened. Same thing, they canceled one and we made one, therefore the first 3 invoices are for a total of each invoice for a value of \$180 dollars, because the value of each cleaning is \$180, since there is only one cleaning per month the total is \$180, but the sum is \$360 when both cleanings are carried out, so the value is not \$180 per month, but a value of 180 for each cleaning, and this is reflected in each invoice, likewise if you want us to make you an invoice For all cleanings (for overdue invoices) you can send an email, or in the copy that I sent you the first time the invoices that are currently pending payment appear, attach the budget, if you have any questions or concerns do not hesitate to send me an email
(berkshirefamilycleaning@gmail.com).

Thank you for your attention and we appreciate you using our services. We hope to continue working for you for a long time.

Edson Neto



CEO & OWNER



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. A copy of these rules will be provided at the time a burial plot is requested.

Persons visiting the cemetery are expected to conduct themselves in a courteous and respectful manner at all times. No recreational activities are allowed in the Cemetery. 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 literal enforcements of a rule may impose an unnecessary hardship. In these cases, the Selectboard or Cemetery Commission reserves the right 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. The interment of two bodies in one grave will not be allowed except in case of mother and infant or twin children. Cremated remains can be placed atop a previous full burial. However, a full burial will not be permitted once cremated remains have been interred. If a child (under 18 years of age) passes away, plots can be reserved for the parents.
6. For interment of cremated remains, a 4-feet by 5-feet 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-feet by 5-feet plot.
7. The costs for burials in the Town of Peru include fees:
 1. To the Cemetery Sexton
 2. For the opening of a grave for a traditional casket burial
 3. For the opening of a grave for the interment of cremated remains, if performed by the town.

However, following the issuance of a burial permit, the owner of the plot may open the grave for cremated remains and forgo the cost for opening the grave. The opening must be deep enough to have the top of the container 18" below the surface of the ground and 2' away from the headstone. A patio block should be added above the container for stability and location. A sketch of the location relative to corner markers and surrounding headstones will be created by the Cemetery Sexton.

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 be given the burial permit and 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. Markers will be installed under the Cemetery Sexton's supervision, or their agent, to ensure proper placement.
4. There will be no interments after November 1 or before April 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 the headstone, an additional flush marker for cremations to mark the interment location in the plot is required.
2. 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 4 feet in depth from finished grade. The Sexton shall approve the foundation.
3. Headstones should be placed centered on the plot and at the head of the grave.
4. 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.
5. 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. Flags will be removed by December 1, unless made from all-weather material.
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. Such decorations will be stored at the Highway Department and will be periodically disposed of at the discretion of the Chair of the Cemetery Commission.
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.

FILE COPY

SPECIAL TOWN MEETING

JUNE 4, 1975.

Article 3: -To see if the Town will vote to approve the following rule and regulations pertaining to the operation of of the three cemeteries in the Town of Peru.

1:- All land occupied by the three cemeteries in the Town of Peru is owned in perpetuity by the Town of Peru. No deed lease or title is given to lot holders.

Motion:- Made by Margaret Kelly stating that all lots would be made free to Peruvians. Gino Magi seconded the motion.

2:- All lots are assigned at the time of death.

Motion: Stuart Sargent that the lot size be 4X8 which is standard size. Seconded by Robert Lear, and voted.

3:- To be eligible for assignment of lot deceased must be a legal resident of the Town of Peru for six months (6) prior to death. So voted:

4:- Exception to #3: (not a legal resident) if the family of the deceased has an assigned lot, a person may be buried in that lot with the consent of the survivors in the family.

Motion:- A motion was made that this item would apply to the immediate members of the family. It was seconded and voted.

5:- At the time of death the undertaker or member of the family may apply to the Town Clerk for a burial permit if the deceased qualifies under rule 3 & 4. Any questions pertaining to the issuance of permit will be taken up with Cemetery Commissioners by the Town Clerk

6:- Permit is then given to the Cemetery Sexton and he will assign lot and open a grave.

7:- A minimum charge, actual cost of opening grave will be made in conjunction with the funeral costs.

8:- Corner stones will be installed by the family to whom the lot is assigned, to establish outline of said lot.

9:- Damage to head stones or markers unless done by the Cemetery employee's is not to be considered the responsibility of the Cemetery Trustees or the Town of Peru.

Signed:- Roberta M. Oakes.
Town Clerk.
Town of Peru.

FILE COPY



Berkshire County Law Enforcement Council **Mutual Aid Agreement**

Agreement by and among the cities and towns identified as participating communities on Exhibit A, which is attached hereto and made a part hereof, subject to the withdrawal and addition of communities in accordance with the provision of Article 8 of this agreement.

Article 1 – Purpose and Intent

This agreement is adopted pursuant to the provision of Massachusetts General Law chapter 40, Section 8G, and is intended to supplement but not contradict the provisions of MGL Chapter 41, Section 99 and Chapter 37, § 13, as well as all other statutory and common law authorizing police officers of one community to exercise police powers in another community, in order to provide mutual aid for the protection of public safety. The purpose of this agreement is to set forth the circumstances and procedures for the provision of law enforcement mutual aid across jurisdictional lines, and to address the command and control, liability, compensation, and reimbursement associated with mutual aid events. The parties intend that, subject to the terms, conditions, and limitations of this agreement, police officers from one community shall have the rights, privileges, and immunities of police officers when in the course of providing mutual aid in another community. This agreement is not intended to substitute for or preclude any other agreements that may now or hereafter be in effect among any of the parties to this agreement. Nothing contained in this agreement shall be construed as limiting the lawful authority of police officers to make arrests or to exercise their police powers or to engage in fresh and continued pursuit under Massachusetts General Laws Chapter 41, Section 98A.

Article 2 – Definitions

“Commanding Officer”: The Chief of Police of a participating community or, in the absence of the Chief of Police, the person designated as having command responsibility.

“Mutual Aid”: Personnel and equipment provided by one participating community to another. Situations calling for mutual aid include, but are not limited to, natural disasters, terrorist attack, medical emergency, motor vehicle collisions, traffic control and enforcement, civil disturbance, criminal activity, undercover investigation, drug interdiction, tactical operations, and search and rescue.

“Police officer” or “officer”: Any sworn police municipal police officer authorized to make arrest or serve process, provided he is in uniform, or displays his badge of office, and who has satisfied the training requirements established by state statute and regulations for police officers.

“Requester” or “Requesting Department”: the participating community requesting mutual aid from another participating community.

“Responder” or “Responding Department”: The participating community providing mutual aid pursuant to a request from a participating community.

Article 3 – Requests for Assistance

A Requesting Department may invoke the provisions of this agreement whenever it determines, in its sole discretion, that it needs additional police officers or equipment from another department.

The provisions of this agreement shall not be construed as imposing an obligation on any department to respond to a request for mutual aid. The extent of assistance to be furnished under this agreement



Berkshire County Law Enforcement Council **Mutual Aid Agreement**

shall be determined solely by the department furnishing the assistance, and it is understood and agreed that the assistance furnished may be recalled at the sole discretion of the Responding Department.

Except as otherwise provided in Article 5, requests for mutual aid shall be made by and to the Commanding Officers of the respective departments and shall, if practicable, set forth all pertinent information, including:

1. The nature of event giving rise to the mutual aid request, its location, estimated duration, and any unusual or high-risk characteristics;
2. The number of police officers requested, as well as any specialty requirements;
3. The type of equipment and logistical support needed;
4. The location to which the responding officers should report; and
5. The name of the supervising police officer to whom the responding officer(s) should report.

The Commanding Officer of the Responding Department shall issue such orders or directives as are necessary to place responding Police Officers under the operational control of the Commanding Officer of the Requesting Department. (This obligation may be satisfied by the issuance of a standing General Order or similar directive.)

Article 4 – Command and Control

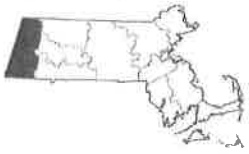
Upon entering the jurisdiction of a Requesting Department, Police Officers of a Responding Department shall contact or report immediately to the Commanding Officer or designated superior officer of the Requesting Department and shall be under the direction and control of said officer.

The Commanding Officer of the Responding Department may recall the Police Officers and equipment of the Responding Department at such Commanding Officer's sole discretion.

Nothing in this Article shall prohibit or restrict the authority of superior officers from a Responding Department to command subordinate officers of the Responding Department while they are in the jurisdiction of the Requesting Department, providing this does not conflict with orders issued by or on behalf of the Commanding Officer of the Requesting Department. Officers of the Responding Department shall follow their Departments' policies, procedures, rules and regulations during any mutual aid operations. Whenever there appears to be a conflict in the way an officer from the Responding Department is being asked to act and the way he or she would do so in conformity with their department's policies, procedures, rules and regulations, they shall call such discrepancy to the attention of the person issuing a conflicting directive, who shall make every effort to ensure the officer maintains compliance with his/her own agency.

Article 5 – Police Authority

Any officer from a member community may exercise police powers in any other signatory community so long as the officer has knowledge of facts and circumstances that would amount to probable cause that a motor vehicle violation has occurred or the officer has reasonable suspicion or probable cause to believe that a violation of the law has occurred and said officer makes notification,



Berkshire County Law Enforcement Council **Mutual Aid Agreement**

in a timely manner, to the police department in the community in which the motor vehicle violation or violation of the law occurred.

In addition, Police Officers who are on-duty and operating a police vehicle equipped with emergency warning lights and audible sirens or other similar devices may enforce the motor vehicle laws of the Commonwealth of Massachusetts while in the jurisdiction of another participating community under the following circumstances:

1. Upon signaling a motorist to stop or otherwise exercising police powers with respect to the enforcement of motor vehicle laws, the Police Officer shall (a) notify his/her dispatcher of the situation warranting a law enforcement or policing response including the pertinent details and (b) instruct his/her dispatcher to notify the dispatch center of the community in which he/she is located including the location, type of situation and whether assistance is needed from that agency.
2. All paperwork, including citations, citation audit sheets, complaint applications, booking procedures, crash reports, incident reports and any other documents required pursuant to law or policy, shall be completed in accordance with the agency in whose jurisdiction the motor vehicle enforcement action occurred. The officer and agency that initiated the police action shall ensure that all paperwork required by the court having jurisdiction is served upon the court. All court activity resulting from such police action, including but not limited to clerks hearings, show cause hearings, arraignments and any other proceedings, shall be the responsibility of the officer and/or agency that initiated the police action.
3. While engaged in such activities, should the need arise for EMS, Fire Department and/or other assistance, the officer shall request such assistance through the agency in whose jurisdiction the enforcement action was taken and in accordance with Massachusetts General Laws Chapter 111C as it relates to EMS Service Zones. This shall also include any requests for tow services.

NOTE: Unless Police Officers have received the authorization of their department commanding officer or the commanding officer of the agency from the community in which they are contemplating taking a police action or activity, off-duty officers shall not activate themselves to an on-duty status. For the purpose of this agreement, Police Chiefs shall be the only officers considered on duty at all times.

Article 6 – Costs

Police officers taking action in another community pursuant to this agreement shall not be considered to be employees of that community; rather, they shall at all times and for all purposes be considered to be on duty for the community in which they are appointed and by which they are regularly employed.

Each Department shall assume and be responsible for paying (a) all of its own personnel costs, including but not limited to, salaries, overtime, temporary and permanent disability benefits, and payments under applicable collective bargaining agreements; and (b) all of its own equipment costs, including but not limited to, damage to or loss of equipment, and use of fuel, ammunition and other expendable supplies; provided, however (when applicable), that the Requesting Department shall



Berkshire County Law Enforcement Council **Mutual Aid Agreement**

reimburse the Responding Department for such payments to the extent there is either insurance coverage available to do so or any Federal, State or Local emergency funds (e.g., in the event of a natural disaster or other catastrophic event) available to do so. In the event of multiple Responding Departments, available reimbursement shall be prorated equitably.

A determination of a Responding Department to not seek reimbursement in connection with a particular mutual aid event shall not be deemed as a waiver of the right of the Responding Department to seek available reimbursement for any other mutual aid events.

Article 7 – Indemnification and Insurance

The Requesting Department agrees to indemnify, defend and hold harmless the Responding Department from and against all liability, claims and damages for any civil rights violations, personal injuries, including death, and property damage cause by or arising out of any intentional or negligent misconduct by officers or employees of the Requesting Department, or by officers of the Responding Department, while acting in good faith compliance with the orders or directives of a superior officer of the Requesting Department.

Each participating community shall maintain liability insurance, with coverage limits of at least One Million Dollars (\$1,000,000), covering the actions of its Police officers while receiving or rendering Mutual Aid.

Article 8 – Amendment

This agreement may be modified only by the written agreement of the participating communities. Nothing contained herein shall preclude the Chiefs of Police of the participating communities from establishing mutual aid guidelines and procedures that are consistent with the terms of this agreement.

Any participating community may withdraw from this agreement by notifying the other participating communities in writing of such withdrawal and specifying the effective date of such withdrawal. No withdrawal shall affect any rights, responsibilities, or obligations arising out of a mutual aid event that occurred prior to the effective date of withdrawal.

All notices shall be provided to the Mayor, Manager, or Board of Selectmen, as well as the Chief of Police of each other participating community.

Any city or town may become a participating community by the agreement of a majority vote of the then participating communities and by the execution of a written amendment to Exhibit A to this agreement.



Berkshire County Law Enforcement Council Mutual Aid Agreement

Amendments

- I. The acceptance of this amendment authorizes the creation of a county Use of Force Investigation Team (F.I.T.). The Force Investigation Team is available upon request in accordance with this mutual aid agreement by a member Chief of Police for the purpose of conducting a formal review of a post shooting and/or assault incident involving one of their on-duty or off-duty officers. Chiefs are not required to use this F.I.T. team but may opt to use the team due to various reasons such as limited resources in their own department. Such review would be conducted in accordance with the involved officers' department use of force policy. The Force Investigation Team is tasked with completing an analysis of the information surrounding the circumstances of the incident that is available at the time of the review. The team's response will be put in writing stating whether or not a determination can be made. If so whether or not, based on specific articulable facts, the use of force was in accordance with Massachusetts General Law, Department Policy and Massachusetts Police Training Committee (M.P.T.C.) training standards. The response will be submitted in writing to the requesting member Chief of Police. Final determination always remains with the requesting Chief of Police. The F.I.T. will be comprised of active law enforcement officers employed by a member police department in Berkshire County to include Chiefs, Supervisors (Sergeant, Lieutenant, and Captains), Detectives and M.P.T.C. certified use of force Instructors in the fields of Defensive Tactics, Oleoresin Capsicum Spray, Taser, Baton, Less than Lethal and Firearms Instructors. The Executive Board will decide by majority vote: F.I.T. participants, number of participants and reporting forms in a codified written policy that will be attached to this Mutual Aid Agreement as Exhibit B. Those wishing to serve on the county force investigative team must submit a Curriculum Vitae (CV) noting their training, certification, and experience which the Executive Board will use to determine acceptance to the team. CV's will be kept on file and made available with each F.I.T. report.



Berkshire County Law Enforcement Council
Mutual Aid Agreement

Certifications

Each participating community certifies to the others (a) that it has duly accepted the provisions of Massachusetts General Laws Chapter 40, Section 8G, (b) that it is duly authorized to execute this agreement and (c) that its Police officers have complied with training mandates of Massachusetts General Laws Chapter 41, Section 96B.

Executed as a sealed instrument by the parties' duly authorized representatives.

City/Town of: _____

City/Town Official: VERNE LEACH CHAIRMAN, BOARD OF Selectmen
Print Name Print Office Title

[Signature] 1-22-24
Signature Date

Chief of Police: BRUCE W. CULLETT
Print Name

[Signature] 1/22/2024
Signature Date



Berkshire County Law Enforcement Council Mutual Aid Agreement

Exhibit A

	Date Certification Received	1 st Renewal 2016	2 nd Renewal 2019
1. Town of Adams	5/16/13	10/03/16	
2. Town of Becket	8/20/14		
3. Town of Cheshire	5/26/15		
4. Town of Dalton	5/14/13	10/06/16	
5. Town of Egremont	10/1/13	10/17/16	
6. Town of Great Barrington	9/3/13	11/17/16	
7. Town of Hinsdale	10/22/14	10/05/16	
8. Town of Lanesborough	6/5/13	10/03/16	
9. Town of Lee	3/19/14	10/18/16	
10. Town of Lenox	5/3/13	10/03/16	
11. Town of Monterey	5/20/13	10/10/16	
12. Town of New Marlborough	3/31/14		
13. City of North Adams	5/6/13	10/06/16	
14. Town of Otis	4/1/14		
15. Town of Peru	3/31/14	10/11/16	
16. City of Pittsfield	5/2/13	10/07/16	
17. Town of Sandisfield	4/1/14	10/07/16	
18. Town of Sheffield	5/31/13	10/13/16	
19. Town of Stockbridge	6/4/13	10/04/16	
20. Town of Tolland	3/30/15		
21. Town of Tyringham	7/8/14	10/25/16	
22. Town of Washington	9/10/18	9/10/18	
23. Town of West Stockbridge	5/23/13		
24. Town of Williamstown	6/3/13	11/8/16	
25. Town of Windsor	3/24/14	10/12/16	



Berkshire County Law Enforcement Council Mutual Aid Agreement

Exhibit B

BLEC Force Investigation Team Policy:

I. General Considerations:

The guidelines provided in this policy address the responsibilities of the Berkshire Law Enforcement Council Force Investigation Team following a request by a member Chief of Police to review an officer-involved shooting or other use of force incident which can be categorized as a critical shooting incident or any critical assault incident as described in the definitions below.

II. Purpose:

The purpose of this policy is to provide guidelines that shall be uniformly applied by the BLEC Force Investigation Team (F.I.T.) during its review of a critical shooting or assault incident in order to assist the responsible Chief in completing a thorough investigation in a timely fashion. It is the team's goal to do this in a fair and competent manner so the member Chief has accurate information to make a final determination if the Use of Force was compliant with Massachusetts General Law, Department Policy and Massachusetts Police Training Committee training standards.

III. Definitions:

For the purposes of this policy;

A. Shooting Incidents:

1. A Shooting Incident is any discharge of a firearm by a sworn police officer (whether on- or off-duty), or any other LEO working on a joint investigation and/or law enforcement operation with the requesting agency.

a. Shooting incidents include non-intentional discharges (NDs) of firearms.

b. Shooting incidents do not include the intentional discharge of a firearm during a training or recreational situation that does not result in personal injury or property damage.

2. A Shooting Incident is also any shooting directed at an employee of a requesting agency (whether on- or off-duty), or any other LEO working on a joint investigation and/or law enforcement operation with the requesting agency that results in the personal injury, or death of the employee or LEO.

3. Shooting Incidents are categorized as **Critical** or **Non-Critical**.

a. A critical shooting incident is any shooting incident that has resulted in the loss of human life, or personal injury. A critical shooting incident will also include those shooting incidents that have the potential to result in the filing of criminal charges against any person, and/or has the significant potential to result in civil liability, adverse publicity, or political reaction.



Berkshire County Law Enforcement Council Mutual Aid Agreement

b. A non-critical shooting incident is any shooting incident that does not meet the criteria set forth in paragraph 2a, above.

- The requesting member Chief of Police will determine whether a shooting incident should be categorized as critical, or non-critical, based on his/her evaluation of the information received during the initial notification of the shooting incident, from the Senior Officer present at the scene. The Chief of Police may subsequently upgrade the status of a shooting incident from non-critical to critical, should circumstances dictate.

B. Assault Incidents:

1. An Assault Incident is any use of force, under color of law, by a law enforcement officer (whether on- or off-duty), or any other LEO working on a joint investigation with the requesting department, that results in serious bodily injury or death.
2. An Assault Incident is also any assault committed on a member agency law enforcement officer (whether on- or off-duty), or any other LEO working on a joint investigation and/or law enforcement operation with the requesting agency that results in the serious bodily injury, or death of the employee or LEO.
3. Assault Incidents are categorized as **Critical** or **Non-Critical**.

a. A critical assault incident is any assault incident that has resulted in the loss of human life, or serious bodily injury. A critical assault incident will also include those assault incidents that have the potential to result in the filing of criminal charges against any person, and/or has the significant potential to result in civil liability, adverse publicity, or political reaction.

b. A non-critical assault incident is any assault incident that does not meet the criteria set forth in paragraph 6a, above.

- The Chief of Police will determine whether an assault incident should be categorized as critical, or non-critical, based on his/her evaluation of the information received during the initial notification of the assault incident, from the Senior Officer present at the scene. The Chief of Police may subsequently upgrade the status of an assault incident from non-critical to critical, should circumstances dictate.

IV. Force Investigation Team

- A. As soon as possible following the critical shooting/assault incident and preferably while the crime scene is still being held, a member Chief of Police should appoint a Force Investigation Team (F.I.T.). The F.I.T. will be comprised of at least five (5) active law enforcement officers employed by a BLEC member police department but no more than seven (7) who hold the following titles: (members may represent more than one area of specialty and may also be from the requesting Chief's agency)
 1. One BLEC Executive Board Member:
 - a. Shall preside over and organize investigation meetings and its members to ensure proper procedure, reporting and time lines are followed.



Berkshire County Law Enforcement Council Mutual Aid Agreement

- b. Shall obtain a copy of the involved Department's Use of Force Policy and Post Shooting/Assault Incident if different.
 2. One Supervisor (Rank senior to the participant), not involved in the incident and without direct supervisory authority for the involved participant(s);
 - a. Shall act as the author of the F.I.T. 10 preliminary and 30 final report.
 3. One Detective/Investigator familiar with in-depth investigation techniques;
 - a. Shall act as intake person and keeper of all records until returned to the requesting Chief.
 4. One MPTC Certified Defensive Tactics Instructor (DT, OC, Baton, Use of Force)
 - a. Shall Co-lead the F.I.T. discussion as it pertains to the MPTC Use of Force Model
 5. One MPTC Certified: TASER and/or Less than Lethal and/or Firearms instructor (preferably the force tool(s) used during the incident)
 - a. Shall Co-lead the F.I.T. discussion as it pertains to the MPTC subject matter.
- **One member of the affected employees' union(s), selected by the union president(s) will be notified and permitted access to and allowed to be present for all aspects of the F.I.T. review.**
- B. The Force Investigation Team will conduct an investigation of the incident and report to the requesting Chief as part of the Chief's overall internal investigation. Once the F.I.T. team receives the associated information from the requesting Chief regarding the incident,
1. The packet will by time stamped by the receiving F.I.T.
 2. A preliminary investigation report of the incident will be forwarded to the requesting Chief of Police within ten (10) working days of the incident.
 3. The formal investigation is to be completed within thirty (30) working days of the incident, absent an approved written extension by the requesting Chief of Police.
 4. The original copy of the formal F.I.T. report including F.I.T. member CVs (see V. C below) will be provided to the requesting Chief of Police for use in determining the employee's status. Final determination rest with the requesting Chief of Police. It is recommended that the requesting Chief prepare a cover memo to add to the F.I.T. report to address whether the use of force was justified or unjustified and whether or not it conformed to Department policies and procedures and training guidelines for use of force before following the remainder of their department policy regarding the return to duty of the officer(s) involved with the incident.
 5. All documentation will be returned to the requesting Chief of Police whose agency will become the keeper of records. BLEC will not keep F.I.T. reports nor records on file.

V. Selection of pool of BLEC Force Investigation Team Members:

- A. The F.I.T. will be comprised of active law enforcement officers employed by a member police department in Berkshire County to include Chiefs, Supervisors (Sergeant, Lieutenant, and Captains),



Berkshire County Law Enforcement Council **Mutual Aid Agreement**

Detectives/Investigators and M.P.T.C. certified use of force Instructors in the fields of Defensive Tactics, Oleoresin Capsicum Spray, Taser, Baton, Less than Lethal and Firearms Instructors.

- B. Those wishing to serve on the county Force Investigative Team must submit a Curriculum Vitae (CV) noting their training, certification, and experience which the Executive Board will use to determine acceptance to the team. CV's will be kept on file and made available with each F.I.T. report.
- C. The Executive Board will decide by majority vote:
 - a. F.I.T. participants,
 - b. It will be the intent of BLEC to maintain a pool of at least 5 participants and at least one complete team.
 - c. Reporting forms (templates that may drafted by the team will be attached to this policy as an Appendix.)
 - d. Participant removal for cause determined by majority vote of the BLEC Executive Board

V. Activation:

- A. A call roster will be generated from the pool of participants and their cell phone numbers.
- B. A requesting member Chief will call the BLEC President who in turn will activate the call roster as determined by the Executive Board. If the requesting Chief is the BLEC President then they can activate the call roster.

VI. Meetings and Trainings:

- A. Members of the F.I.T. pool will meet at least twice (2) per year in addition to any Post Shooting/Assault Incident Investigations for the purpose of organizing, exchanging ideas, updating on law and policy.
- B. At least one of these two annual meetings will be a table top exercise of a F.I.T. investigation for the purpose of improving team communication, skill, training and experience.
- C. At acceptance of the BLEC Mutual Aid Agreement Amendment 1 establishing a BLEC F.I.T. and once the original pool of F.I.T. members is established, a table top exercise should be completed within 30 days. This training should be at least 4 hours long and will be sponsored by BLEC membership.