

TOWN HALL 3 EAST MAIN ROAD PERU, MA 01235

SELECT BOARD MEETING MINUTES: November 14, 2023, 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

Jesse Pelkey, Fire Chief

Paul Hickling, Finance Committee

Sam Haupt-Zoning Board of Appeals

Public Attendees: Logan Brooks, Heather Brooks, Ruth Calaycay

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

Item 2: Roll Call: Chairman Leach present, Selectman Munch present, Selectman Haskins 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 10/30/2023:

Selectman Leach motion to approve 10/30/2023 minutes pending changes, Selectman Munch second, 2-0

Item 6: Update of Departments:

Finance Committee Chairman Paul Hickley briefly discussed the joint Finance Committee Meeting and Board of Selectmen's meeting on August 24, 2023. The Finance Committee agreed to the following:

- Level fund the Assessor Salary from FY23
- Purchase Fire Rescue Truck using ARPA funds and Future Equipment
- Adjust Treasurer Salary- increase 3%
- Adjust the Tax Collector Salary- increase 3%
- Highway invoice Pete's Tires-FY23 invoice
- Highway Invoice Cintas Uniforms-FY23 invoice
- Plus, Chairman Hickling was made aware of a FY23 CATALIS (Patriots Properties) Invoice for \$22,500 (TA Walker mentioned this had been taken resolved and will discuss-Item 9 on today's agenda.

Fire Chief Pelkey mentioned attending a meeting in Stow, MA on the safety of handling Lithium batteries. Chief Pelkey attended a meeting last Thursday sponsored by Northern Berkshire Waste Management regarding containment and disposal of damaged lithium batteries. These damaged batteries or recalled batteries should not be taken to the Transfer Stations because the Town would be charged \$90.00 to dispose of each battery. The Town of Adams has a procedure in place charging the homeowners for disposing of lithium batteries. The cost of setting up an area to contain Lithium batteries is \$4,600. Chief Pelkey mentioned that a damaged battery may explode for up to 30 days after it is damaged and feels that this is a safety concern. Selectman Munch wants Chief Pelkey to call other towns and hopefully several towns can work together to dispose of lithium batteries. Selectman Leach asked if this is state mandated. Sam Haupt asked Chief Pelkey if he could provide regulations on disposal of lithium batteries to the Board of Selectmen. Selectman Haskins questioned how many batteries have exploded. Fire Chief Pelkey mentioned that in the last few years the Town of Becket had one explosion and the Town of Adams had two explosions.

EMT Heather Brooks, Captain Logan Brooks and Fire Chief Pelkey agreed that the fire department is being proactive in the storage and disposal of lithium batteries. A cage to contain the batteries, a reusable blanket and gloves are essential in preventing injury to our firefighters. Selectman Leach felt that the appropriation should be at the Annual Town Meeting. Selectman Munch questioned if this is state mandated and needs more information before making a decision.

Selectman Haskins asked Fire Chief Pelkey to explain why he spent \$3,500 on a radio when he knew he needed tires for the Tanker. Selectman Haskins also wanted to know if he asked the association to buy the portable radio. Selectman Haskins felt that Chief Pelkey could have purchased a radio for \$500.00. Fire Chief Pelkey mentioned that he had come before the board, everyone was aware and agreed to purchase a radio. The BOS knew he was giving his radio to EMT Heather Brooks. Selectman Haskins felt the Chief Pelkey is spending his money foolishly.

EMT Heather Brooks mentioned that the Tanker needs front tires for the safety of the fire fighters. Selectman Leach explained that the balance from the tires article at ATM was only for rear tires and could not be used on front tires. Selectman Leach wanted Selectman Haskins opinion because he had inspected the front tires and the tires seemed to be in good shape. Selectman Haskins mentioned that he isn't concerned with the year of the tires and wanted Fire Chief Pelkey to bring the Tanker to Dufour's for an inspection sticker to see if the tires fail inspection. Fire Firefighter Sam Haupt explained that the tires are 20 years old and common sense would tell you the tires need to be replaced. Mr. Haupt mentioned that the Fire Association bought the tanker, and the town could at least purchase 2 front tires.

Library: Ruth Calaycay presented the board with a survey that will assist in obtaining Federal and State Grants. The BOS gave Ms. Calaycay permission to mail the survey with the tax bills. Yes vote 3-0.

Town Administrator Walker's update:

TA Walker received FY23 CATALIS invoices totaling \$22,500 on October 16, 2023 that have not been paid. TA Walker worked with Town Accountant, and it was decided that because the books are not closed for FY23 an encumbrance from FY23 to FY24 can be completed to pay the prior year bills.

Transfer Station Shed: The Town Accountant has not paid the invoice for \$4,800 because she has not seen the DEP Grant. TA Walker mentioned that the grant to pay for the Shed is the Recycling Grant which is part of our general ledger. The invoice for Sheds and Stuff will be paid on this week's warrant.

TA Walker discussed Free Cash Certification with the Town Treasurer. Treasurer Wendling mentioned that Free Cash will not be certified by STM which will be held on December 18th. Treasurer Wendling stated that the books will be closed by March 1st and Free Cash will be certified sometime in March 2024. TA Walker offered to assist in any way she can to expedite closing the books and having Free Cash certified.

Fire Chief Pelkey mentioned that Permit Eyes was for all departments, but the Fire Department is not part of the contract, and another contract will be issued for just the Fire Department. There is additional funds to pay for Permit Eyes for the Fire Department contract.

Item 7: Review and possible vote on CVE request to amend bond requirements with Sam Haupt: Sam Haupt brought the Board up to speed on the CVE bond. In 2018, the town had to obtain a bond for Sunrise Solar facility. The Town referred to Zoning Board of Appeals approval and town council backed the project with a bond. At this time, the Board of Selectmen must sign a Decommissioning Assurance Agreement (Secured by Decommissioning Bond). Selectman Munch recused himself, Selectman Leach and Selectman Haskins signed agreement and a check for \$78,000 will be mailed to CVE and the Town of Peru is entitled to retain the interest.

Item 8: Review and sign Sansoucy contract: Selectman Leach motion to approve Sansoucy Contract for \$3,500, Selectman Munch second, 3-0. TA Walker witnessed the BOS signatures.

Item 9: Review Special Town Meeting Warrant Articles:

Fire Truck- Future Equipment \$60,000 and \$47,135 from ARPA.

Fin Com Chairman Hickling agrees with the Selectboard regarding Fire Truck funding.

Fin Com Chairman Hickling also mentioned at the August 14, 2023 joint meeting, it was agreed that a recommendation to reinstate the Assessor salary which would be level funded from FY23

Selectman Leach mentioned the Tanker tires, Selectman Haskins suggested using ARPA funds, Selectman Leach motion to purchase 2 front tires for the Tanker for \$1,327.66 and use ARPA funds, Selectman Munch second, 3-0

Selectman Leach asked TA Walker to email a copy of the updated STM Warrant to him and town council for approval. TA Walker mentioned that she would have the STM draft warrant ready for review on Wednesday.

Item 10: Review & approve Accounts Payable, Treasury Warrant & Payroll Warrant, 24-10P

Item 11: Public Input: Paul Hickling speaking as a private person was concerned about the pool of water near his driveway. Paul mentioned that after the Highway Crew cleaned the ditches there is a pool of water by his driveway. Selectman Leach mentioned that the pool of water is worse than before. Selectman Munch will speak with Highway Superintendent Russell regarding the pool of water by the driveway.

Item 12: Adjourn: Selectman Leach made motion to adjourn the 11/14/2023 BOS Meeting, Selectman Munch second, Vote 3-0. The 11/14/2023 BOS Meeting adjourned at 7:46 P.M.

Articles used:

Minutes 10/30/2023

Warrants: 24-10P, V10-2024

CVE

Sancoucy Contract

Library survey

Pete's tires invoice for Tanker Tires

Special Town Meeting spreadsheet

Respectfully Submitted,

Terry Walker

Town Administrator

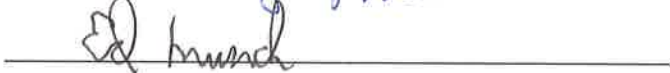
Verne Leach, Chairman



Doug Haskins, Selectman



Ed Munch, Selectman



Received 11/27/2023 Kim Leach, Town Clerk

Date Approved: 11-27-23

DECOMMISSIONING ASSURANCE AGREEMENT
(SECURED BY DECOMMISSIONING BOND)

THIS AGREEMENT (this “**Agreement**”) is made and entered into on and as of the ___ day of _____, 2023, by and between the Town of Peru, Massachusetts, a Massachusetts municipal corporation, with a mailing address 3 East Main Road, Peru, MA 01235 (the “**Town**”) and Sunrise on West Main Road, LLC, a Delaware limited liability company, with an address of 109 W. 27th Street, 8th Floor, New York, NY 10001 (“**Owner**”).

RECITALS

- A. WHEREAS, Owner leases land within the Town comprising a portion of the parcel located at 43 West Main Road (the “**Property**”), under the terms of a certain Ground Lease Agreement, dated April 2, 2019, by and between John P. Munch and Mary E. Kane, as Landlord (“**Landlord**”), and Owner, as Tenant (the “**Lease**”);
- B. WHEREAS, Owner has constructed, owns, and operates a 4.2 MW (DC) solar facility (the “**Project**”) on the Property and received a special permit in a decision dated September 24, 2018, from the Peru Zoning Board of Appeals in connection with the Project (the “**Decision**”);
- C. WHEREAS, Sections 6.13 and 12 of the Town’s Zoning Bylaws (the “**Solar Bylaw**”) and the Decision require, among other things, that Owner shall, within the time set forth in the Solar Bylaw, decommission, remove and dispose of the Project, and stabilize or revegetate the Property, all in accordance with the Solar Bylaw and Owner’s abandonment and decommissioning plan (such requirement, the “**Removal Obligations**”; and the Solar Bylaw, Decision, and Abandonment, and Decommissioning Plan, collectively referred to the “**Applicable Requirements**”);
- D. WHEREAS, the conditions of the Decision include the requirement for the establishment of a surety bond in an amount and form satisfactory to Town Counsel that will secure the obligation to restore the site in the event of a decommissioning or abandonment of the Project;
- E. WHEREAS, the parties previously entered into that certain Decommissioning Assurance Agreement (Secured by Cash Deposit), dated January 27, 2020 (the “**Prior Agreement**”), in connection with which Owner provided funds to the Town in escrow to provide security for the Removal Obligations (the “**Escrowed Funds**”), and the parties now wish to replace the Prior Agreement with this Agreement and to replace the Escrowed Funds with a decommissioning bond issued by a surety.

NOW THEREFORE, in consideration of the above recitals, which the parties hereby ratify and confirm, and the promises exchanged herein and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Owner agree as follows:

- 1. Replacement of Prior Agreement. This Agreement replaces the Prior Agreement in its entirety. Upon execution of this Agreement by the parties and delivery by Owner of the Decommissioning Bond (as defined below) to the Town, the Escrowed Funds shall be released to Owner, and the Prior Agreement shall automatically terminate.
- 2. Decommissioning Bond. In order to secure the Removal Obligations, Owner shall deliver to the Treasurer of the Town a performance bond issued by a surety included on the U.S. Dept. of Treasury’s Circular 570 and licensed to do business in Massachusetts, and which bond shall be in the dollar amount of \$78,125.00 (the “**Decommissioning Bond**”). Such Decommissioning Bond is given to secure the completion of the Removal Obligations.

3. Compliance with Solar Bylaw. Notwithstanding anything to the contrary herein, Owner shall comply with all requirements of the Solar Bylaw and Decision, including, but not limited to the Removal Obligations.
4. Release of Decommissioning Bond. Upon the Town's determination of the satisfactory and timely completion of the Removal Obligations, this Agreement shall terminate. The Owner may secure the Town's determination by sending to the Zoning Board of Appeals and the Town Clerk by certified mail a written statement that the Removal Obligations have been completed in accordance with the Applicable Requirements and this Agreement. Upon receipt of such written statement, the Zoning Board of Appeals may, in its discretion, cause its engineer to inspect the Property and provide a report. If the Zoning Board of Appeals agrees with the written statement, it shall either return the original Decommissioning Bond to the Owner or, in the event the original of the Decommissioning Bond cannot be located, written confirmation that the Decommissioning Bond is void. If the Zoning Board of Appeals determines, however, that the Removal Obligations have not been completed in accordance with the Applicable Requirements and this Agreement, it shall specify in a notice sent by certified mail to Owner, within ninety(90) days of receipt of the foregoing written statement of Owner, the reasons for such determination; provided that, notwithstanding the foregoing, neither the delivery of such notice nor any good faith failure to deliver such notice shall limit, waive, or preclude the Town from exercising its rights and remedies under the Solar Bylaw and Decommissioning Bond, including without limitation the right to make a claim on the Decommissioning Bond for Owner's failure to complete the Removal Obligations in accordance with the Applicable Requirements and this Agreement.
5. Recourse to Decommissioning Bond. The Town shall be the exclusive beneficiary to the Decommissioning Bond notwithstanding any transfer in title or lease, foreclosure, assignment, bankruptcy, or imposition of lien by or against the Owner.
6. Updated Removal Estimates. As of each five-year anniversary of the first operation date of the Project (i.e., **May 3, 2021**), the Decommissioning Bond shall be updated to reflect no less than 110% of an updated estimate of the cost of the Removal Obligations, taking into account inflation and other factors. At least three (3) months prior to each said five-year anniversary, the Owner shall, in accordance with the requirements of the Solar Bylaw, prepare and provide to the Zoning Board of Appeals for review and approval such updated estimate of the cost of the Removal Obligations. In the event that the estimate as approved by the Zoning Board of Appeals exceeds the amount of the then-existing Decommissioning Bond, the Owner shall provide a new Decommissioning Bond reflecting the updated estimate within 30 days of the Zoning Board of Appeals' approval of the estimate. In no event shall the amount of the Decommissioning Bond be reduced.
7. Notices. Any notice required by this Agreement must be in writing, signed by a duly authorized officer or representative of the Town or Owner, as the case may be, and shall be: (i) delivered by a nationally recognized overnight delivery service, or (ii) mailed by certified or registered mail, return receipt requested, postage prepaid, in each instance to the parties at the mailing addresses specified in this Agreement, or such other addresses as each may have specified to the other by such a notice previously.
8. Binding Effect. This Agreement shall be binding on the parties, their successors, and assigns and shall remain in full force and effect until the Removal Obligations have been completed by either the Owner or the Town, as the case may be, and the Decommissioning Bond released in accordance with the terms hereof. This Agreement, and any amendments thereto, shall not be assigned by either Party without the written consent of the other, and may not, in any event, be assigned by the Owner to a person who is not a permittee under the Decision; and shall be

KNOW ALL BY THESE PRESENTS: That we, CVE North America, Inc. (hereinafter called the Principal) and Great Midwest Insurance Company (hereinafter called the Surety), a corporation duly organized under the laws of Delaware and with its Principal Office in Texas, are held and firmly bound unto the Town of Peru, Massachusetts (hereinafter called the Obligee), in the full and just sum of SEVENTY-EIGHT THOUSAND AND ONE HUNDRED TWENTY-FIVE AND 00/100 DOLLARS (\$78,125.00), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, executors, successors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee has approved at a regular meeting of the Town Zoning Board of Appeals on September 24, 2018, the Principal's plans for the solar energy project Sunrise on West Main Road located at West Main Road, Peru, Massachusetts (hereinafter called the Permit) and as a requirement of such order the Principal is obligated to remove the solar facility and related equipment from the property and restore the site to its prior condition;

WHEREAS, the Obligee has agreed to accept this bond as security for performance of Principal's obligations under said order during the time period this bond remains in effect

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its heirs, executors, administrators, successors or assigns shall perform its obligations under said order as stipulated above, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise canceled as hereinafter provided.

PROVIDED, HOWEVER, that this bond is executed subject to the following express provisions and conditions:

- 1) The term of this Bond is for one (1) year beginning on the date of construction commencement, and such term shall automatically renew thereafter and until such time that the decommissioning requirements have been fully performed.
 - a) Prior to the expiration of the term of this Bond, the Principal, or its successor in interest to the facility, shall be responsible for renewing the Bond, and this obligation shall continue until the decommissioning requirements have been met.
 - b) Within thirty (30) days of the posting of the renewal, the Principal will provide a copy of the renewal certificate to the Obligee.
- 2) In the event the Obligee becomes aware:
 - a) That the Principal has abandoned the facility, or
 - b) That the Principal has violated its decommissioning obligation under the Permit and the Obligee has issued a notice of violation to the Principal for the same,

the Obligee will notify the Surety in writing of the Principal's breach, and such notice will be provided within sixty (60) days of the Obligee becoming aware of the abandonment or issuing the notice of violation. Notice of the breach will be sent to Surety by certified mail, or delivered by hand, at the following address:

***Great Midwest Insurance Company
800 Gessner Road, Suite 600
Houston, TX 77024***

Surety will investigate the claim and notify the Principal of said breach within ten (10) days of receipt. Principal will have sixty (60) days from receipt of notification to cure. If Principal fails to cure, Surety shall issue the surety amount to the Obligee.

- 3) This bond may be terminated or canceled by Surety by giving not less than sixty (60) days' written notice to the Obligees stating therein the effective date of such termination or cancellation. Such notice shall not limit or terminate any obligations resulting from default by the Principal that may have accrued under this bond as a result of default by the Principal prior to the effective date of such termination.
- 4) Neither cancellation nor termination of this bond by Surety, nor inability of Principal to file a replacement bond or replacement security for its obligations, shall constitute a loss to the Obligees recoverable from the Surety under this bond, provided that any such non-renewal or inability shall not relieve Principal of its obligations under the Contract.
- 5) No claim, action, suit or proceeding, except as hereinafter set forth, shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond, or such longer period under M.G.L. c. 260 for contract actions.
- 6) No right of action shall accrue on this bond to or for the use of any person, corporation or entity other than the Obligees named herein or the heirs, executors, administrators or successors of the Obligees.
- 7) The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.
- 8) If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document, or contract to which this bond is related, then the terms of this bond shall prevail in all respects.
- 9) It is expressly understood and agreed that this bond does not cover, or guarantee rent or lease payments of any kind.
- 10) This bond shall not bind the Surety unless the bond is accepted by the Obligees. If the Obligees objects to any language contained herein, within 30 days of the date this bond is signed and sealed by the Surety, Obligees shall return this bond, certified mail or express courier, to the Surety at its address at:

Great Midwest Insurance Company
800 Gessner Road, Suite 600
Houston, TX 77024

Failure to return the bond as described above shall constitute the Obligees' acceptance of the terms and conditions herein.

IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this ____ day of _____, 2023.

Principal
CVE North America, Inc.

By: 
Thibaut Delespaul, President

Surety
Great Midwest Insurance Company

By: _____
Tracie House, Attorney-in-fact

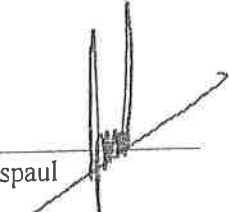
EXECUTED as a sealed instrument on the day and year below.

TOWN OF PERU,
By its Board of Selectmen:



Verne Leach, Chair


SUNRISE ON WEST MAIN ROAD, LLC

By: 

Thibaut Delespaul
President

DATE: 31 October 2023

Edward Munch, Member



Doug Haskins, Member

DATE: 11-14-23

STATE OF NEW YORK

s.s. _____, 2023

COUNTY of NEW YORK_

Then personally appeared before me the above _____ of Sunrise West on Main Road, LLC, a Delaware limited liability company, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name signed on the foregoing instrument in my presence, and further acknowledged the foregoing instrument to be his/her free act and deed as _____ of Sunrise West on Main Road, LLC, a Delaware limited liability company.

Notary Public
My commission expires:

[seal]

COMMONWEALTH OF MASSACHUSETTS

s.s. _____, 2023

COUNTY of _____

Then personally appeared before me the above _____, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the foregoing instrument in my presence, and further acknowledged the foregoing instrument to be his/her free act and deed.

Notary Public
My commission expires:

[seal]

AGREEMENT

SUBJECT: A Contract to provide valuation and consulting services to the Town of Peru Massachusetts which includes the appraisal of the personal property associated with electric and gas transmission and distribution property (504 properties) owned by NSTAR Electric as of January 1, 2024 (FY25).

As a result of the Supreme Court and Appellate Court decisions in Massachusetts, the valuation of the public utility property in the Town of Peru is assessed at fair market value. The Court's affirmed the ATB's modified cost approach as the method of value to be used for utility personal property. Real property continues to be valued at fair market value without modification. The Department of Revenue (DOR) has now required the modified methodology to be used in all communities, which establishes the basis of the valuation services provided under this contract.

The Town of Peru, hereinafter called the Town, and George E. Sansoucy, P.E., LLC, d/b/a Sansoucy Associates, who employs Certified General Appraisers (16 states) and Professional Engineers (ME, NH, SC) and having a principal place of business at 148 Main Street, Lancaster, New Hampshire 03584 in the County of Coos, State of New Hampshire, hereinafter called Sansoucy, hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

1.1 Client: Town of Peru, Massachusetts

1.1.1 Name: Board of Assessors
East Main Road
Suite #104
Peru, MA 01235

1.1.2 Contracting Official: Town of Peru Board of Assessors

1.1.3 Authorized Contact: Susan Koziara
Phone: (413) 655-8312 Ext. 104
Email: assessor@townofperuma.us

- 1.2 Consultant: Sansoucy Associates
- 1.2.1 Name: Sansoucy Associates
Address: 148 Main Street, Lancaster, NH 03584
Tel: (603) 788-4000
E-mail: gsansoucy@sansoucy.com

Remittance Address: 86 Reed Road, Lancaster, NH 03584

2. GENERAL SERVICES TO BE PERFORMED BY SANSOUCY

2.1 Scope of Work:

This contract is to provide an update letter report of the transmission and distribution personal property (504 properties) and real property (when provided by the companies) that is known to support the assessment of 504 properties, and real and personal cryogenic tank property located in the Town of Peru, Massachusetts. The utility companies to be valued are as follows:

NSTAR Electric

The scope of this contract for FY25 will be:

- Provide requests for production of documents under MGL 59, Section 38D and 38F;
- Assist in the review of the information from the companies and the Forms of List sent;
- Provide follow-up data requests, if required;
- Conduct a site tour or site reconnaissance as required for visible inventory of additions, condition, and depreciation;
- Research, analyze, and seek to discover, through a 38D request, field reconnaissance, and research of the public record, unreported and unvalued real property associated with the utilities listed above in the Town's. These updates will be based on information in the public record, data on the companies' Forms of List, site inspections where necessary, and responses to Town's 38D and 38F requests; and
- Prepare the required Massachusetts DOR-compliant modified cost approach valuation report of the taxable personal property related to the electric and gas transmission and distribution property, including new growth, in the Town. The appraisal will be prepared based on the modified cost approach as a special purpose property in the Commonwealth of Massachusetts, in accordance with rulings by the Massachusetts Appellate Tax Board, the Massachusetts Supreme Judicial Court, and Massachusetts Department of Revenue's new recommended Form of List.

2.1.1 Scope of the Work Products:

The update letter reports will provide valuation, analysis, and conclusions sufficient for mass appraisal assessment purposes for the Town, as necessary for the update of the annual assessments of the properties.

2.1.2 Services to be Provided by the Town:

The Town will provide access to Town records, tax cards, tax maps, Forms of List, and information provided by the utilities listed above in section 2.1 Scope of Work, and will request that the companies provide information directly to Sansoucy.

2.1.3 Services to be Provided by Sansoucy:

Sansoucy will provide update letter reports for property owned by the utilities listed in the above Scope Item 2.1 using Massachusetts DOR-approved modified cost approach methodology for utility valuations, plus new growth.

2.2 Completion of Work:

All recommended assessments are to be provided to the Town 30 days after the receipt of the completed follow-up Forms of List, discovery information requested, and follow-up discovery information requested, or by September 1, 2024, whichever time period is longer.

Sansoucy shall not be responsible for consequential or compensatory damages arising from the late performance or non-performance of the agreement caused by circumstances which are either outside Sansoucy's scope of services, beyond Sansoucy's control, or as a result of the non-performance of any other party, person, or entity affecting this contract.

2.3 Personnel:

All necessary field assistants employed by Sansoucy shall be competent to perform the work they are called upon to do.

2.4 Public Relations:

The Town and Sansoucy, during the progress of the work, shall use their best efforts and that of their agents and employees to promote full cooperation and amiable relations with the companies. All publicity and news releases, if any, will be sent out only by the Town or its authorized representative(s), and not Sansoucy.

2.5 Confidentiality:

Sansoucy agrees to not disclose to anyone except to the Town or its authorized representative(s) any information discovered for any purpose, or to permit anyone to use or peruse any of the data on file in connection with the report, unless specifically authorized by the Town.

2.6 Compensation and Terms:

The Town, in consideration of the services hereunder to be performed by Sansoucy, agrees to pay Sansoucy a fixed fee of \$3,500. Invoices are due and payable net 30 days.

Should a taxpayer appeal their value to the Appellate Tax Board in the Commonwealth of Massachusetts, litigation support, settlement work, court-ready appraisal, and testimony, as necessary, will be billed on a time and material basis based on the enclosed rate sheet.

3. INSURANCE

3.1 Sansoucy will maintain general liability insurance, with an endorsement for hired and non-owned automobile liability.

3.1.1 The liability insurance will be in the form of commercial general liability with limits of \$2,000,000 per occurrence/person for bodily injury, and \$4,000,000 general aggregate for the life of the policy.

3.1.2 The hired and non-owned automobile liability endorsement will have a limit of \$2,000,000 each accident.

3.2 Sansoucy will provide a certificate of insurance confirming the above insurance coverages. All insurance will be valid in the Commonwealth of Massachusetts.

4. ASSIGNMENT

This Contract and the duties of Sansoucy hereunder shall not be assigned.

5. AMENDMENTS

This Agreement shall not be amended, waived or discharged, unless by mutual written consent of both parties.

Date: 11/13/2023

In witness thereof, the Town of Peru has caused these presents to be signed by its Board of Assessors, thereunto lawfully authorized and caused its corporate (if appropriate) seal to be affixed and George E. Sansoucy, P.E., LLC d/b/a Sansoucy Associates has caused the same to be signed by its authorized representative, on the date and year first above written.

In the presence of:

Town of Peru, Massachusetts

Jerry J. Walker
Witness T.A.

by: [Signature]
Dan [Signature]
Edward F. [Signature]

Board of Assessors
Selectmen

Billing Address: (Please fill out)

Attn: _____

In the presence of:

Sansoucy Associates

Laura Matthews
Witness

by: George Sansoucy

George E. Sansoucy, P.E. (NH)
Certified General Appraiser
MA License No.: 103328



**SANSOUCY
ASSOCIATES**

Complex Utility and Property Valuations, and Regulatory Consulting

2023

ENGINEERING AND APPRAISAL RATE SCHEDULE*

Principal engineers and senior appraisers, MBAs,
including court testimony and deposition attendance\$350.00/hour

Research engineers, associates, appraisers\$300.00/hour

Technical personnel\$225.00/hour

Clerical personnel\$150.00/hour

* All rates are portal to portal from Lancaster, N.H. or Fountain Inn, S.C. Rates include general office expenses, such as: non-specific in-house copies, travel meals, non-specific mileage, office supplies, non-specific postage, telecommunications charges, and tolls.

Job-specific and identifiable expenses are billed at cost in addition to the rates shown, including but not limited to: transportation (air fare, car rental, taxi fare, specific parking, specific mileage, etc.), lodging, document printing and reproduction at \$0.10 for black and white and \$0.50 for color, research materials such as publications, subscriptions, and database purchases, etc.

Rev. 1/10/23-OS

Peru Library is working on a new Long-Range Plan so that we can improve services, and we'd like your input! Please take 5 minutes to fill out this survey. We appreciate your help. To return survey, please leave in drop box outside library, or in the box labeled "Planning Survey" inside. Surveys can also be mailed, to Peru Library, PO Box 1190, Hinsdale 01235.

Please note, all survey answers are anonymous and kept strictly confidential.

1. How often do you use the Library? (Check one)

Once a month or more Once a week or more At least once a year Never

2. If you do not use Peru Library, please tell us why. Check all that apply.

Do not have a library card Hours are not convenient
 Location is not convenient Library does not have what I'm looking for
 No ADA access / ramp Not familiar with Library services
 Building does not look welcoming Not enough computers Wifi is too slow
 I need help with computers Parking is inconvenient / not enough spaces
 I use other libraries. (Why? _____)

Other reasons: _____

3. What do you usually use the Library for? Check all that apply.

Borrow an item Borrow through CWMARS Ask questions or get help
 Use a computer, copier, or access the internet Read at the Library
 Use children's play space Meet with friends Visit Local History Area

4. Which parts of the Library collections do you think need improvement?

Adult fiction Adult non-fiction Young adult books Children's books
 DVDs for Adults Young Adult DVDs Children's DVDs Magazines
 Museum passes, games, puzzles Other resources: _____

5. Which types of programs / events would you like to see at the Library?

Babies' / Children's story time Other Children's programs, pre-K thru grade 6
 Young Adult programs, grades 6-12 Adult programs Family programs & events

6. Please circle all subjects for possible programs that you find interesting.

Computer classes * Arts & Crafts * Needlework * Games Night * Local History * Live music *
Story-telling * Local Experts, for example: Stamp collecting * Animal Rescue * Fishing &
Hunting * Forestry * Woodworking/Carpentry * Bee-keeping * Local Authors and Artists.
Your ideas: _____

Note: Library would need an ADA ramp in order to receive Local Cultural Council funding.

7. The Library will be adding a mobile-friendly online catalog for browsing and borrowing.

Would this help you use the Library more often? Yes Neutral No

Please return by (date) , and thanks again!



Remit To:
 Main Office
 275 East Main Street
 Orange, MA 01364
 (978) 544-8811
 www.petestire.com

MASSACHUSETTS

ORANGE (978) 544-8811
 GARDNER (978) 632-7697
 NORTHAMPTON (413) 586-8815
 SHREWSBURY (508) 754-9876
 WOBURN (781) 721-9070
 RANDOLPH (781) 986-8473
 SPRINGFIELD (413) 736-8700
 WESTBOROUGH (508) 871-1150

NEW HAMPSHIRE

AMHERST (603) 672-8973
 W. CHESTERFIELD (603) 614-8066
 MANCHESTER (603) 669-5432

VERMONT

WHITE RIVER JCT (802) 291-9216
 RUTLAND (802) 747-0752
 MONTPELIER (802) 839-1924
 NEW HAVEN (802) 453-2106
 MIDDLEBURY (802) 388-4053
 WILLISTON (802) 651-0841

CONNECTICUT

SOUTH WINDSOR (860) 291-9615
 WATERBURY (203) 754-2156
 DANBURY (203) 743-7648
 FRANKLIN (860) 642-7577

RHODE ISLAND

PROVIDENCE (401) 521-2240

PER)TOWN OF PERU MA FIRE 12345/03 SAME QUOTE
 3 EAST MAIN RD STE 109 10/17/23
 PERU MA 01235

E-MAIL : perufirechief@gmail.com

(413) 655-8811 0 10 N/A 560409 1

NET 10TH 10/17/23 08:09:01

244465	315/80R22.5	FIRESTONE FS860 LRL	2	2	498.83	00	00	997.66
Package:								
FLTS		FLEET SERVICE PER HOUR	2	2	150.00	00	00	300.00
Package:								
SURCHARGE		FUEL SURCHARGE PER CALL	1	1	30.00	00	00	30.00
SCRAP			2	2	.00	00	00	.00

PRINTED NAME:

SIGNATURE:

997.66 300.00
 30.00

FET EXEMPT

NOT AN INVOICE
 1327.66

Tires for Work. Tires for Play

NOTICE: Check wheel lug nuts after 50 miles

Finance charge is computed by a periodic rate of 1.5% per month (which is an annual percentage rate of 18%) on balances over 30 days. No goods accepted for credit without written authorization. If this account is not paid when due the purchaser agrees to pay any and all costs of collection, including reasonable attorney's fee. Minimum finance charge is \$0.50. All goods described hereon remain the property of Pete's Tire Barns, Inc. until fully paid for.

Town of Peru
General Ledger Year to Date
From 07/01/2023 to 06/30/2024

Fund	01 General Fund		Debits	Credits	Balance
4000.912	ARPA				
07/24/2023	APWAR	Auto Parts Superior Spring & Mfg., Co.	184.99	0.00	
07/24/2023	APWAR	Fleet Services Pete's Tire Barns, Inc.	1,750.00	0.00	
07/24/2023	APWAR	Wiper Refills H & S Auto Parts	27.90	0.00	
07/24/2023	APWAR	Service Call Pittsfield Overhead Door Co, Inc	212.00	0.00	
07/24/2023	APWAR	Auto Parts CAR QUEST	127.16	0.00	
07/24/2023	APWAR	Auto Parts CAR QUEST	54.73	0.00	
08/07/2023	APWAR	VALVE ATG PATIOT LLC	194.22	0.00	
08/07/2023	APWAR	EXPRESS ASSESSMENT ATG PATIOT LLC	7,190.85	0.00	
08/21/2023	APWAR	FY24 DUES THE GREATER BOSTON POLICE COUNCIL	256.00	0.00	
10/02/2023	APWAR	RENTAL - 40-C SCREENER Pittsfield Lawn & Tractor	1,000.00	0.00	
10/03/2023	APWAR	FY2024 POLICY 9906-56-79 Chubb	7,180.00	0.00	
		Subtotal	18,177.85	0.00	
	ARPA Total		18,177.85	0.00	18,177.85
	Fund 01 General Fund Ending Bal		18,177.85	0.00	18,177.85
	Report Total		18,177.85	0.00	18,177.85

Balance 10/30/23

8104,006.50

- 26,715.42

877,286.08

Balance 11/13/23

engine for 550

Town of Peru
General Ledger Year to Date
From 07/01/2022 to 06/30/2023

Fund 01 General Fund						
4000.912	ARPA			Debits	Credits	Balance
07/01/2022	GLSOY		SOY CFW	0.00	72,372.89	
02/06/2023	APWAR		Well & Water System Repair Work Kirke R. Henshaw Inc	4,675.00	0.00	
04/17/2023	APWAR		Equipment Installation Procom Services	299.00	0.00	
05/01/2023	APWAR		Accounting Services - March 2023 Eric A. Kinsherf, CPA	2,650.00	0.00	
05/29/2023	APWAR		Fire Line Adams Community Bank	234.34	0.00	
06/12/2023	APWAR		2nd Half Pittsfield Pipers Inc	3,575.00	0.00	
06/12/2023	APWAR		1st Half Pittsfield Pipers Inc	3,575.00	0.00	
06/30/2023	APWAR		Police Cruiser MAG Retail Holdings - FFD LLC	59,829.35	0.00	
			Subtotal	74,837.69	72,372.89	
07/08/2022	ACCRV	4000.912	ARPA#2FUNDS0233	0.00	43,646.79	
09/29/2022	ACCRV	4000.912	ARPACNTY23	0.00	80,997.36	
			4000.912 Subtotal	0.00	124,644.15	
			ARPA Total	74,837.69	197,017.04	-122,179.35
			Fund 01 General Fund Ending Bal	74,837.69	197,017.04	-122,179.35
			Report Total	74,837.69	197,017.04	-122,179.35

Town of Peru
General Ledger Year to Date
From 07/01/2022 to 06/30/2023

Fund 01 General Fund					
40213.25	Future Equipment & Vehicle Purchase		Debits	Credits	Balance
07/01/2022	GLSOY	SOY CFW	0.00	54,050.43	
07/01/2022	BDTRN	ATM Article 33	9,500.00	0.00	
07/01/2022	BDAPP	ATM Article 23 Free Cash	0.00	25,000.00	
Subtotal			9,500.00	79,050.43	
Future Equipment & Vehicle Purchase Total			9,500.00	79,050.43	-69,550.43
Fund 01 General Fund Ending Bal			9,500.00	79,050.43	-69,550.43
Report Total			9,500.00	79,050.43	-69,550.43

Balance 10/30/23
4119,550.43

Town of Peru
General Ledger Year to Date
From 07/01/2023 to 06/30/2024

Fund 01 General Fund			Debits	Credits	Balance
40213.25	Future Equipment & Vehicle Purchase				
07/01/2023	BDAPP	ATM 6/4/23 A30 FRBE CASH	0.00	50,000.00	
Subtotal			0.00	50,000.00	
Future Equipment & Vehicle Purchase Total			0.00	50,000.00	-50,000.00
Fund 01 General Fund Ending Bal			0.00	50,000.00	-50,000.00
Report Total			0.00	50,000.00	-50,000.00

Books aren't closed!
 FY 23 balance not included!
 Not correct balance

Jimmy Walker
 T.A



ERIC A KINSHERF, CPA

Accountant 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: Assessors

ACCOUNT #: 10141.30 ACCOUNT NAME: Assessment Services

DATE ORDERED	VENDOR NAME	INVOICE #	AMOUNT
4/30/2023	Catalis	# INV 4325837	\$ 6,250.00
6/14/2023	Catalis	* INV 4328354	16,250.00

ENCUMBRANCE REQUEST AUTHORIZED BY (PRINT): Terry Waller, TA
11/8/23

ENCUMBRANCE REQUEST AUTHORIZED BY (SIGN): Terry Waller

Accountant Approval Initials: _____

Date: _____

Invoice



#INV4328354-CAT

PO#

Invoice Date 6/14/2023

Catalis Tax & CAMA, Inc.
3025 Windward Plaza
Suite 200
Alpharetta GA 30005
United States

VENDOR# 633
GL ACCOUNTS: 1014130
AMOUNT \$ 16,250.00 (u)
APV'D BY: _____

Bill To

Peru Board of Assessors
Town Hall
3 East Main Street, Suite 104
Peru MA 01235
United States

TOTAL

\$16,250.00

Due Date: 7/14/2023

Terms

Net 30

Due Date

7/14/2023

Quantity	Rate	Item	Amount
1	\$3,750.00	Patriot - Assessment Services - Catalis New Personal Property, FOL, Data Entry	\$3,750.00
1	\$12,500.00	Patriot - Assessment Services - Catalis Sales Analysis, I&E Review, Calculation Table Adjustments	\$12,500.00

Please make checks payable to Catalis Tax & CAMA & remit payment to:
Catalis LLC
Attn: Catalis Tax & CAMA Accounts Receivable
P.O. Box 25477
Tampa, FL 33622
For questions, please contact Catalis at billing@catalisgov.com



INV4328354-CAT

Invoice

CATALIS
TAX & CAMA, INC

#INV4325837-CAT

PO#

VENDOR# 633
GL ACCOUNTS: 10141.30
AMOUNT \$ 6,250.00
APV'D BY: (Signature)

Invoice Date 4/30/2023

Catalis Tax & CAMA, Inc.
3025 Windward Plaza
Suite 200
Alpharetta GA 30005
United States

Bill To

Peru Board of Assessors
Town Hall
3 East Main Street, Suite 104
Peru MA 01235
United States

TOTAL

\$6,250.00

Due Date: 5/30/2023

Terms

Net 30

Due Date

5/30/2023

Quantity	Rate	Item	Amount
1	\$1,250.00	Patriot - Assessment Services - Catalis Measure, list all Building Permits with data entry December 2022 Progress Report	\$1,250.00
1	\$5,000.00	Patriot - Assessment Services - Catalis Table Adjustments, Interim Yr. Adjustments, Reports, Docs and Assist with Growth December 2022 Progress Report	\$5,000.00

Please make checks payable to Catalis Tax & CAMA & remit payment to:

Catalis LLC
Attn: Catalis Tax & CAMA Accounts Receivable
P.O. Box 25477
Tampa, FL 33622

For questions, please contact Catalis at billing@catalisgov.com



INV4325837-CAT

Town of Peru
General Ledger Year to Date
From 07/01/2022 to 06/30/2023

Fund		01 General Fund					
10141.30		Assessment Services			Debits	Credits	Balance
07/01/2022	BDAPP	ATM Article 8			0.00	32,400.00	
08/08/2022	APWAR	July 2022 Assessment Svcs Regional Resource Group Inc			2,700.00	0.00	
09/19/2022	APWAR	Assesment Services Patriot Properties Inc			2,500.00	0.00	
06/27/2023	BDTRN	6/20/23 Y/E TRANSFER			3,000.00	0.00	
06/27/2023	BDTRN	6/20/23 Y/E TRANSFER			354.31	0.00	
Subtotal					8,554.31	32,400.00	
Assessment Services Total					8,554.31	32,400.00	-23,845.69
Fund 01 General Fund Ending Bal					8,554.31	32,400.00	-23,845.69
Report Total					8,554.31	32,400.00	-23,845.69

Administrative Assistant

From: Janice Boucher <Janice@erickinsherfcpa.com>
Sent: Tuesday, November 7, 2023 10:17 AM
To: Administrative Assistant; Kayleigh Dexter
Subject: [External Sender]RE: [External Sender]Expense Report as of 11.06.2023
Attachments: ENCUMBRANCE REQUEST FY23.docx

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Terry,

They have \$23,845.69 left in the FY23 budget. Since FY23 has not been closed yet, I can encumber that so the \$22,500 can be paid without a town meeting.

I will just need a copy of the bills and the attached encumbrance form.

Thanks,

Janice



Janice Boucher

Outsourced Accounting Manager

Phone 508-965-3954

Web www.erickinsherfcpa.com

Email janice@erickinsherfcpa.com

116 State Road, Unit 8, Sagamore Beach, MA 02562

To upload or download files securely please use our [Secure File Transfer](#) platform powered by LeapFile

From: Administrative Assistant <adminassist@townofperuma.com>
Sent: Monday, November 6, 2023 2:21 PM
To: Kayleigh Dexter <Kayleigh@erickinsherfcpa.com>
Cc: Janice Boucher <Janice@erickinsherfcpa.com>
Subject: RE: [External Sender]Expense Report as of 11.06.2023

Hi again,

I forgot one thing in last email.

I really need the balance in the Assessing Services for FY23 and a condition of accounts for FY23. Invoices totaling \$22,500 were not paid in FY23 I didn't receive the invoices until October 16, 2023. What a mess!!