

TOWN HALL 3 EAST MAIN ROAD PERU, MA 01235

SELECT BOARD MEETING MINUTES: September 18, 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

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: N/A

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

Item 5: Review and Approve BOS Meeting Minutes for 9/5/2023

Selectman Haskins motion to approve 9/5/2023 minutes pending changes, Selectman Munch second, 3-0.

Item 6: Update of Departments:

- Highway Superintendent Russell presented the board with State Aid Reimbursement for Crack Sealing. Selectman Leach motion to sign reimbursement, Selectman Munch second, 3-0.
- Superintendent mentioned that an invoice from Pete's Tire Barn will need to go to the Special Town Meeting Warrant along with an invoice from Cintas dated May 31, 2023.
- An invoice for Pittsfield Lawn and Tractor for rental of a gavel screener for \$1,000 is also outstanding. Selectman Leach motion to pay PLT invoice from ARPA funds, Selectman Munch second, 3-0

Transfer Station: Selectman Munch and Selectman Leach invoked the rule of necessity. Selectman Munch motion to permanently change hours from May 1st to November 1st which will be Wednesdays from 4:30 pm to 6:30 pm and Saturdays 8:00 am to 2:30 pm, Selectman Haskins second 2-0.

TA Walker gave an update on the following:

- The existing Green Communities Grant funding was to expire on September 30, 2023, and TA Walker requested a 3-year extension on utilizing the remainder of the Green Communities Grant. The extension was approved by Jane Pfister from the Department of Energy Resources.
- Green Communities contract for the remaining \$118,000 was signed by Selectman Leach and emailed back to Jane Pfister with a 3-year revised contract. Grant funds need to be expended by September 30, 2026.
- Mohawk Trail Woodlands Contract for \$20,000 was signed by Selectman Leach and emailed back to Robert O'Connor from Executive Office of Energy and Environmental Affairs.
- TA Walker mentioned that she emailed Guardian Energy, and the email addresses were not valid. She will get in touch with Lauren Gaherty at BRPC since she worked with Guardian in the past.

- TA Walker presented the Selectboard with the Prevailing Wage Rates. Highway Superintendent mentioned that the mini-splits for the police Department and Highway Department will not be covered by Guardian Energy and prevailing wage is required for all other vendors.
- TA Walker spoke with BRPC regarding appointments for Peggy White and Daryl Darby. The Selectboard need to know how long term is and TA Walker will have more information at the next BOS meeting.
- Chubb Insurance invoice for \$7,180.00 is due and funds were not appropriated at Annual Town Meeting. I questioned Treasurer Wendling for guidance, and she didn't have any idea about the Chubb Insurance invoice. Finally, Police Chief Cullett and I realized it was for Public Safety Protection for the Peru Police Department. TA Walker suggested a Finance Committee Reserve Fund Transfer because it was due on July 15, 2023. The Selectboard will hold the invoice and place on the Special Town Meeting Warrant.
- The Board of Selectmen agreed that TA Walker would attend the Elder Services Luncheon on Friday, October 20, 2023 in Pittsfield.
- Auctions International email with the paid invoice for the 2012 Ford Expedition. The total paid for the Expedition was \$2,492.00 and Highway Superintendent Russell will meet Brian Costanzo with the Title when he picks up the Expedition.

Parks Commission, Doug Haskins mentioned that he is concerned on how the transfer station attendants cannot tap into an outlet for a space heater in the shed. Also, Selectman Munch agreed to paint the floor in the shed if someone buys paint.

Item 7: Discussion with Tim Sears Permit Eyes: Tim Sears mentioned the invoice for Permit Eyes is a little less than the quote. He will give the invoice to TA Walker to submit for payment.

Item 8: Discussion on Fire Rescue Vehicle: Selectman placed on hold.

Item 9: Discussion and possible vote on Metal Dumpster Policy: Selectman Leach presented a revised Metal Dumpster Policy, Selectman Leach invoked the rule of necessity, Selectman Munch invoked the rule of necessity, Selectman Munch motion to accept revised Metal Dumpster Policy, Selectman Haskins second, 3-0.

Item 10: Discussion on Green Communities Grant possible projects:

- Mini splits for Police Department Office and Highway Department Office
- Weather stripping for Highway Garage
- Guardian Energy audit that was completed in 2020 needs to be reviewed
- TA Walker has emailed three contacts at Guardian Energy and waiting for a response a
- Selectman placed on hold

Item 11: Review and Approve Accounts Payable, Treasury Warrant, Payroll Warrant: 24-6P, V06-2024

Item 12: Public Input: none

Item 13: Adjourn: Selectman Leach made motion to adjourn the 9/18/2023 BOS Meeting, Selectman Haskins second, Vote 3-0. The 9/18/2023 BOS Meeting adjourned at 7:15 P.M.

Articles used:

- Minutes 9/5/2023
- 24-6P, V06-2024
- Elders Services 2023 Annual Meeting
- Mass DOT State Aid Reimbursement
- Chubb Insurance Policy
- Transfer station metal dumpster revised policy
- Mohawk Trail Woodlands contact
- Green Communities' contract
- Auction International email

Respectfully Submitted,

Terry Walker
Town Administrator

Verne Leach, Chairman

Doug Haskins, Selectman

Ed Munch, Selectman

Date Approved: 10/2/2023

Received 10-2-2023, Kim Leach, Town Clerk

*The Board of Directors
cordially invites you to its*

2023 ANNUAL MEETING



Date: Friday, October 20, 2023

Time: Registration – 11:15 am

Place: Berkshire Hills Country Club
500 Benedict Road, Pittsfield

Guest Speaker: Timothy J. Shugrue
Berkshire District Attorney





State Aid Reimbursable Programs Reimbursement Request

City/Town: Peru Project Name: Crack Sealing Various Streets

Contract # 50936

Program Type: Chapter 90 Complete Streets Shared Streets Small Bridge Other

Project request was approved on 4-24-23 For \$ 40,000.00

at 100% Reimbursement Rate = \$ 40,000.00

1) Attached are forms which document payment of approved expenditures totaling \$ 40,215.02 for which we are requesting \$ 40,215.02 at the approved reimbursement rate of 100%.

2) The amount expended to date on this project is \$ 40,215.02 Including this payment.

3) Is this request for a FINAL payment on this project? Yes No
If yes: Include a "Final Report"

4) Remarks:

Percentage of work completed as of today.

100%

CERTIFICATION

A. I hereby certify under penalties of perjury that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the MassDOT Highway Division Policies and established Municipal Standards that were approved for this project.

[Signature]
(Signed)

Superintendent
(Municipal Highway Official Title)

9-6-23
(Date)

B. I/we certify under penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 and Chapter 11, Section 12 is acknowledged as applicable.

REVIEWED AND APPROVED FOR TRANSMITTAL

by Justin Russell

Signed: [Signature]

[Signature]
(Accounting Officer's Title)
Eric Kinsherp, CPA

[Signature]
Ed Murch

[Signature]
(Duly Authorized)

DATE 9/11/2023

Submit this form to the District State Aid Engineer and Highway Director.



STATE AID REIMBURSABLE PROGRAMS - MATERIALS - HED 454 FORM

Updated 12/2017

City/Town of: Peru

PROJECT NAME: Crack Sealing Various Streets

PROGRAM TYPE: Chapter 90 Muni Bridge Complete Streets Other

MATERIALS for period beginning 6-1-23 and ending 6-5-23
 both inclusive, on account of Contract No. 50936 with MassDOT Highway Division,

VENDOR NAME	ITEM #	QTY.	UNIT	UNIT PRICE	AMOUNTS	CHECK #	REMARKS
				\$	\$		
Inde		2,774.00	beton	13.48	\$ 37,393.52	5673	crack sealing
					\$ 2,821.50	5673	Police Detail
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
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					\$ -		
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					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		

"To the best of my knowledge the purchases of materials or services appearing on this sheet are not in conflict with Chapter 779 of the Acts of 1962. Signed under the penalty of perjury."

[Signature]
 Supervisor / Foreman

9-6-23
 Date

[Signature]
 Eric Kinsherf, CPA
 Town Accounting Approval Date 9/11/2023



**FINAL REPORT
STATE AID REIMBURSABLE PROGRAMS**

FUNDING PROGRAM: Chapter 90 Municipal Small Bridge Complete Streets Other

City/Town: Peru Contract #: 50936
Project Name: Crack Seal Various Streets

Location(s): _____

Length: _____ Feet Width: _____ Feet

Work was Started: / / and Completed: / /

Work was Suspended: / / and Resumed: / /

Done by: Force Account Advertised Contract Other

City/Town submitted Contractor Evaluation to MassDOT Prequalification Unit, if applicable (Chapter 90 only): Yes No

*** REMARKS:**

EXPENDITURES:	State Funds @ 100%	\$	40,215.02
	Municipal Funds	\$	
	Other Funds	\$	
	TOTAL PROJECT EXPENDITURES	\$	<u>40,215.02</u>

SCOPE OF WORK:

Crack Sealing

CERTIFICATION

The undersigned hereby certify under penalties of perjury that documentation to substantiate the above expenditures is available for examination in accordance with Executive Order No. 195 (April 27, 1981) and Chapter 11, Section 12.

We further certify that all equipment rental costs are within the approved limits established by the MassDOT Highway Division, that the Municipality has complied with all applicable statutes and regulations, that the requests for reimbursements for allowable project expenses actually incurred are in conformance with the "Chapter 90" Project Request, and that the Municipality will be responsible for the future maintenance of this project including the cost thereof.

Copies of the notification published in the Central Register and notice in a newspaper of local circulation required by Chapter 149, Section 44J, and the prevailing wages as determined by the Department of Labor and Industries obtained in compliance with Chapter 149, Section 27F, of the General Laws, as applicable, must be attached.

PREPARED & REVIEWED BY:	
<u>Superintendent</u>	<u>9-8-23</u>
Highway Officer's Title	Date
<u>Janice Bowker</u>	<u>9/11/2023</u>
Accounting Officer's Title	Date
<u>Eric Kinsherf, CPA</u>	

SIGNED:	
<u>[Signature]</u>	
<u>[Signature]</u>	
<u>[Signature]</u>	
Duly Authorized Municipal Officials	Date

- Include additional contract numbers if other Chapter 90 Funds were also used. List street names, total amounts charged to each location, extra work orders, etc. Use back if necessary, or attach supporting papers.
- If project uses multiple funding sources, please submit for individual project reimbursements.
- List sources, names, amounts and date contract expires.

Premium Bill

Policy Period 07/01/2023 - 07/01/2024
 Effective Date 07/01/2023
 Policy Number 9906-56-79
 Policyholder TOWN OF PERU POLICE
 Name of Company FEDERAL INSURANCE COMPANY
 Date Issued 6/29/2023

Date Payment Due	Premium
7/15/2023	\$ 7,180.00

Please return this bill with payment. Include the policy number on the check.

Payment options for AGENCY BILL only.
Please remit payment to:

Standard Mail:
 Chubb
 Federal Insurance Company, a Chubb Company
 Dept CH 10678
 Palatine, IL 60055-0678

Overnight Mail:
 CHUBB
 Chicago Regional Lockbox
 Attn: Box#10678
 5505 N Cumberland Avenue, Suite 307
 Chicago, IL 60656-1471

Wire and ACH:
 BNY Mellon Bank
 Mellon Client Service Center
 500 Ross Street
 Pittsburgh, PA 15259
 Acct Name: ACE American Insurance
 Account #0938373
 ABA #043000261

Remittance Support email address
PBR_S_GeniusCashTeam@Chubb.com

VENDOR# 208
 GL ACCOUNTS: 90206.00
 AMOUNT \$ 7,180.00
 APVD BY: TW

Public Safety Protection Plus

Renewal Update Application

Member Name: PERU Police Department

Member Address: 3 EAST MAIN ROAD #106, PERU, MA 01235

Member Email: bcullett@townofperuma.com

Signature: [Handwritten Signature] Date: 8/29/23

Police & Fire Employees

Number of Police Officers and Firefighters should **not** include "clerical-only" employees.

Police

of Career Full-Time Police Officers 1

of All Other Police Officers 3

Fire

N/A

Full Time Career Firefighters: _____

of All Other Firefighters: _____

OPTIONAL COVERAGE: 24-HOUR AD&D BENEFIT FOR ALL OTHER EMPLOYEES (NON-PUBLIC SAFETY OFFICERS AND MUST INCLUDE ALL EMPLOYEES)

OF ALL OTHER EMPLOYEES: 1

PLEASE ADVISE IF THE MUNICIPALITY HAS ADOPTED THE FOLLOWING:

MGL Chapter 32, Section 85H 1/2: No Yes -- If Yes, Please Include Copy

MGL Chapter 41, Section 100B: No Yes -- If Yes, Please Include Copy

****Please Include Copies of the CBA Agreements for Police and Fire Units**

MIIA

Nonprofit
Locally based
Member driven

Serving Massachusetts communities since 1982

Member Sponsored Insurance Programs

Police Accident Coverage
 Insured: Town of Peru

PROPOSAL

Cabot Risk Strategies LLC

Jerry Walker

(Signature)

Date: May 02, 2023
 Effective: 07/01/2023

Title: *Town Administrator*
 Date: *8/31/2023*

ACCIDENT COVERAGES	MAXIMUM	CURRENT	OPTION 1	OPTION 2	OPTION 3
Accidental Death & Dismemberment	740,000	740,000			
Accident Medical Benefit	300,000	200,000			
Medical Expense Deductibles - per person/per claim	No Limit	0			
Medical Expense Deductibles - Aggregate	No Limit	0			
Weekly Indemnity (up to)	2,500	850			
Waiting Period	0 Days	0			
Benefit Period (5 yrs or Age 65)	5 Yrs or Age 65	5 Years			
Permanent Total Disability Lump Sum (Coverage Available Only if Weekly Indemnity Coverage is Purchased)	500,000	350,000			
HEART OR CIRCULATORY MALFUNCTION					
Principal Amount	740,000	740,000			
Medical Benefit	300,000	200,000			
Weekly Indemnity (up to)	2,500.00	850	1300		
Benefit Period (5 yrs and/or Under Age 65)	5 yrs &/or Under Age 65	5 Years			
CONTAGIOUS AND INFECTIOUS DISEASE					
Principal Amount	740,000	740,000			
Medical Benefit	300,000	200,000			
Weekly Indemnity (up to)	2,500	850	1300		
Benefit Period (5 yrs or Age 65)	5 Yrs or Age 65	5 Years			
CANCER PRESUMPTION-Firefighters					
Weekly Indemnity	2,500	0			
Maximum Benefit Period	5 Yrs or Age 65	0			
Lump Sum Benefit (Optional)					
Early Stage Cancer Benefit	6,250	0			
Advanced Cancer Benefit	25,000	0			
Lifetime Maximum Benefit	50,000	0			
OTHER COVERAGES					
24 Hour AD&D Public Safety Employees	25,000	0			
Adaptive home and vehicle benefit	25,000/25,000	25,000/25,000			
Brain Damage	100% of AD&D Limit	Included			
Child Care Expense	30,000	30,000			
Coma	100% of AD&D Limit	Included			
Critical Burn Expense	450,000	450,000			
Education Expense	30,000	30,000			
Family Expense Benefit = \$250 Per Day for 21 Days	5,250	5,000			
Felonious Assault	50,000	50,000			
Funeral Expense	15,000	15,000			
Home Health Care	50,000	50,000			
Hospital Benefit - \$60 Per Day up to 730 Days	\$60/730 Days	60			
Occupational HIV Positive Benefit	450,000	450,000			
Occupational Hepatitis Benefit	450,000	450,000			
Parent Care	30,000	30,000			
Psychological Therapy (Post Traumatic Stress-\$20,000 Incl.)	50,000	20,000			
Psychological Therapy \$10,000 Indemnity Available with Accident Weekly Indemnity Only	10,000	10,000			
Reconstructive Surgery (Bodily Injury)	25,000	25,000			
Repatriation	2,500	2,500			
Safety Vest	25,000	25,000			
Seat Belt/Air Bag Benefit	30,000/30,000	30,000			
Spouse Employment Training Expense	30,000	30,000			
Survivor Benefit (1% of Principal Sum to 12 Months)	1% of AD&D Limit	Included			



Town of Peru


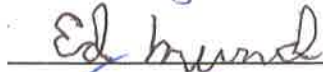

Transfer Station Metal Dumpster Policy

Residents with a valid Transfer Station Permit may obtain items out of the metal dumpster provided that:

- The Transfer Station Attendant on duty grants the resident permission.
- The Item must be easy to obtain.
- The Item cannot be used for scrap metal (for cash) or sold to make a profit.
- The Transfer Attendant's decision is final.

Implemented 9/18/2023.

Board of Selectmen

Douglas Haskins	
Edward Munch	
Verne Leach	

[External Sender]Scrap at Transfer Station

Jeffrey T. Blake <JBlake@k-plaw.com>

Thu 8/17/2023 12:26 PM

To:Select Men <selectman@townofperuma.com>

Cc:Brian M. Maser <BMaser@k-plaw.com>;Jared M. Collins <JCollins@k-plaw.com>

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

Verne,

You have requested an opinion as to whether scrap left at the Town's Transfer Station is property of the Town such than any disposal would require going through the procurement process. In my opinion, based on the facts as I understand them, the scrap is not the property of the Town such that the procurement process must be followed and residents can pick through the pile and take what they want. I base this opinion on the following.

As a general matter, the Town of Peru requires that all residents using the Transfer Station facility have a current valid permit (at a cost of \$50) issued by the Town. The Town specifies that trash may only be brought to the Transfer Station during hours of operation under the supervision of a Transfer Attendant and that anyone using the Transfer Station without a valid Transfer Station Permit is considered dumping illegally and is subjected to a \$100.00 fine. Although the Town contracts with Casella Waste Systems to provide for the disposal of trash and recycling that is placed in the Casella-labeled dumpsters in the Transfer Station, there is nothing in the contract between the Town and Casella, nor the conditions of the Town Transfer Station permit issued to residents which claims the scrap metal or garbage outside of the dumpsters as the property of Casella or the Town of Peru. Furthermore, there is no bylaw or policy in the Town which prohibits scrapping at the Transfer station, nor are there any signs on the Transfer Station which indicate a scrapping ban.

With this in mind, because the Town does not make an explicit claim on the scrap metal in the Transfer Station, the property, in my opinion, is available for others to take at their desire. It is my opinion that the Town may continue its longstanding practice of permitting residents to take scrap metal from the Transfer Station.

If you have any further questions, please do not hesitate to contact me.

Very truly yours,

Jeffrey T. Blake, Esq.

KP | LAW

101 Arch Street, 12th Floor

Boston, MA 02110

O: (617) 556 0007

F: (617) 654 1735

C: (617) 990 6341

jblake@k-plaw.com

www.k-plaw.com

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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions, Contractor Certifications and Commonwealth Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Peru (and d/b/a): Legal Address: (W-9, W-4): 3 East Main Road Peru, MA 01235		COMMONWEALTH DEPARTMENT NAME: Exec. Office of Energy and Env. Affairs MMARS Department Code: ENV Business Mailing Address: 100 Cambridge Street, 9 th Floor Boston, MA 02114	
Contract Manager: Terry Walker, Town Administrator	Phone: (413) 655-8312 X100	Billing Address (if different):	
E-Mail: townadmin@townofperuma.com	Fax:	Contract Manager: Robert O'Connor, Land Policy	Phone: (617)626-1170
Contractor Vendor Code: VC6000191140	Vendor Code Address ID (e.g. "AD001"): AD	E-Mail: Robert.oconnor@mass.gov Fax:	
(Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): RFR/Procurement or Other ID Number: ENV 24 DCS 04	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to Amendment: __, __. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ <u>20,000</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) The Grantee will implement and complete the project and deliverable as described in their proposal response to RFR ENV 24 DCS 04. That includes: Development of Digital and Printed Trail Maps for Resource Based Tourism Use See attached documents for details.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of __, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date are <input type="checkbox"/> 3. were incurred as of __, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. 			
CONTRACT END DATE: Contract performance shall terminate as of <u>6/30/24</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: <u>9/18/23</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Verne Leach</u> Print Title: <u>Chairman Board of Selectmen</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Peru (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Energy Resources MMARS Department Code: ENE 1000	
Legal Address: (W-9, W-4): 3 East Main Road, Peru, MA 01235		Business Mailing Address: 100 Cambridge Street, Suite 1020, Boston, MA 02114	
Contract Manager: Terry Walker	Phone: 413-655-8312 x110	Billing Address (if different):	
E-Mail: townadmin@townofperuma.com	Fax: 413-655-2759	Contract Manager: Jane Pfister	Phone: 617-626-7300
Contractor Vendor Code: VC6000191940		E-Mail: jane.pfister@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD__ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT ENE 2021ENEP01PERUGC0113	
		RFR/Procurement or Other ID Number: PON-ENE-2012-011	
<input type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - <u>815 CMR 2.00</u>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input checked="" type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>September 30, 2023</u> . Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget) Updated Contract End Date Only	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <input type="checkbox"/> <u>Commonwealth IT Terms and Conditions</u>			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <u>815 CMR 9.00</u> . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended). \$ <u>128,820</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (<u>M.G.L. c. 29, § 23A</u>); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This is an extension of a contract to award a grant to the Town of Peru for fiscal years 2021-2027 under the Green Communities Designation Grant Program in the amount of one hundred twenty-eight thousand eight hundred twenty (\$128,820) to fund energy conservation measures, lighting and energy conservation measures to be determined, in municipal facilities including Town Garage and Town Hall Department to be provided for the benefit of, and subject to the direction and oversight of, the Grantee as detailed in Attachment C.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>September 30, 2026</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: <u>9-18-23</u> (Signature and Date Must Be Captured At Time of Signature)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)	
Print Name: <u>Verne Leach</u> Print Title: <u>Chair, Select Board</u>		Print Name: <u>Marcelle T. Payen</u> Print Title: <u>Chief Financial Officer</u>	

Town of Peru

Peru, Massachusetts 01235



Dear Ms. Pfister,

The Board of Selectmen in the Town of Peru is requesting an extension on renewing the contract for the Green Communities Grant. The town has lost two Town Administrators in the last two years and the grant award has not been followed through.

The projects took longer than anticipated and we are asking for an extension of our contract. We would like to add three more years to our contract extending the Green Communities Grant to 9/30/2026.

Sincerely,

Terry Walker

Terry Walker
Town Administrator
Town of Peru

(413) 655-8312 x100

Town Administrator

From: Bruce Cullett
Sent: Saturday, September 16, 2023 6:34 AM
To: Tax Collector; Town Administrator
Subject: FW: [External Sender]Auctions International Invoice paid in full

----- Original message -----

From: Auctions International <info@auctionsinternational.com>
Date: 9/15/23 21:36 (GMT-05:00)
To: Bruce Cullett <BCullett@townofperuma.com>
Subject: [External Sender]Auctions International Invoice paid in full

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

Attn: Bruce Cullett,

The following invoice from your auction Town of Peru-MA #34343 ID: 34343 that closed on 2023 Sep, 13 has been paid.

INVOICE DETAILS:



Tel: 800-536-1401 **Fax:** 800-569-3334
11167 Big Tree Road, East Aurora, NY 14052
FEID # 32-003-8079

INVOICE

Confirmation Code	01253-12785
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PAID
09/15/2023

Bill To:

Brian Costanzo
 Brian's towing
 131 Oxhead rd
 Centereach, NY 11720
 Suffolk County

DATE	INVOICE #	TERMS
09/14/2023	112697	Due on receipt

AUCTION	09-13 Town of Peru-MA #34343
PHONE	6319182368
PHONE2	6319182368
EMAIL	roaddratt@aol.com

Item Description	Tax Rate	Amount
0001 -- 2012 Ford Expedition SUV Fleet #MP620J, VIN #1FMJU1G52CEF63070, Docs: Clear Title	0.000% - 0.00	2,225.00
Payments:		
Payment by Credit Card # XXXX5516 09/15/2023 09:36:27 PM ET		2,492.00
Sub-Total		\$2,225.00
Buyers Premium = 12%		\$267.00
Massachusetts Sales Tax		\$0.00
<p>Must contact Bruce Cullett at bcullett@townofperuma.com to arrange for pickup. Item(s) located at 3 East Main Road #100, Peru, MA 01235, Berkshire County</p> <p>Once your invoice has been paid, please log into your Auctions International account and retrieve the Paid Invoice from your Invoices tab. You can then print it directly from there.</p> <p>Payment DUE within FIVE (5) business days, ANY MERCHANDISE LEFT ON PREMISES AFTER TEN (10) BUSINESS DAYS WILL REVERT BACK TO THE POSSESSION OF THE SELLER, WITH NO REFUND ISSUED.</p> <p>Click here for direct deposit / wire transfer instructions.</p> <p>Make sure the consignor has the paperwork ready when you call.</p> <p>4.00% Buyer Premium Discount for Payments made with Certified Funds: cash, bank transfer*, guaranteed funds or money orders. Personal/company checks will not be accepted for payment. If using these payment methods, your Discounted Balance due is: \$2,403.00 *If paying by wire transfer there is a \$15.00 wire transfer fee. Please add this to the total you are paying. Thank you.</p> <p>Public Comments Non-residents of Massachusetts, when purchasing a TITLED vehicle, must pay the applicable sales tax directly to the Mass Dept. of Revenue per the Massachusetts Tax Law. You will receive a separate email with detailed instructions for doing this. This payment MUST be done within the 5 business days and proof of payment/confirmation sent to my email: office@AuctionsInternational.com Thank you, in advance – for your cooperation in this matter. Emailed Mass DOR info 9/14/2023. Rec'd ST-7R 9/15/2023</p>		

Your bids have been approved, and payment is now due. Please remit your payment to our office within five (5) business days. The pickup contact for these items is located in the body of your invoice. You may make pickup arrangements once we receive your payment. You must provide a copy of this invoice stamped "PAID" in order to obtain your merchandise.	For payments made with Certified Funds	\$2,403.00
	Non-Discounted Balance Due	\$2,492.00
	Balance Due	\$0.00

For Titled Vehicles: It is the buyer's responsibility to verify that the title or registration information is correct and matches the vehicle purchased. Verify year, make, model, VIN or serial number, mileage and/or hours prior to removing vehicle from the premises.
 Auctions International is not responsible for vehicles and/or merchandise after the item(s) have been removed from the facility where they are located. The back of the title will be filled out according to the "Bill To:" Section of this invoice. Please let us know if you need this info changed.