

TOWN HALL 3 EAST MAIN ROAD PERU, MA 01235

SELECT BOARD MEETING MINUTES: September 30, 2024, 6:00 P.M.

Town Hall Meeting Room

Verne Leach, Chair Selectman
Sam Haupt, Selectman
Ed Munch, Selectman
Terry Walker, Town Administrator
Bruce Cullett, Police Chief
Justin Russell, Highway Superintendent
Dan Cawthron, Fire Chief
Logan Brooks, Assistant Chief

Public Attendees: Chris Mason, Brian Forge

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

Item 2: Roll Call: Chairman Leach present, Selectman Haupt 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 09/03/2024 and 9/16/2024:

Selectman Leach motion to approve 9/3/2024 minutes pending changes, Selectman Munch second 3-0
Selectman Haupt mentioned that 9/16/2024 minutes are not ready, tabled minutes.

Item 6: Update of Departments:

Highway:

Highway Superintendent Russell mentioned that all paving and line painting has been completed.

Police Department:

- Chief Cullett mentioned that he is progressing with the Police garage roof. \$3,000 was encumbered from FY23 and Chief Cullett recommended purchasing a metal roof and other material from LP Adams. The total price is \$2,373.11. Selectman Leach motion to move forward with the new roof, Selectman Munch second 3-0.
- Chief Cullett also mentioned that the Biannual firearms training for surrounding town will be held at 17 Curtin Road on October 5, 2024. Selectman Munch felt that the training should be on the message board and notification on the town website. Selectman Leach mentioned that there isn't room on the message board, but it will be posted on the website.
- Chief Cullett asked Animal Control Officer Leach if he took care of the dog bite call on Saturday on South Road and requested a copy of the report for his files.
- Selectman Munch motion to purchase a Bobcat (UTV) from Southside Sales & Service Inc. in North Adams, MA with funding from the Woodlands Initiative Grant, Selectman Leach second, 3-0. Chief Cullett mentioned that

the skid unit for medical emergencies will cost approximately \$6,300 and he is recommending utilizing the EMPG grant in addition to the remaining funds in Woodlands Initiative grant.

Fire Department:

Fire Chief Cawthron mentioned that the rescue truck will be delivered at the end of November 2024. Assistant Fire Chief Brooks will update the Board of Selectmen on the progress.

Town Administrator:

TA Walker mentioned that several invoices from CivicPlus were dated July 2023 and she had not received the invoices until September 2024. The hard copies were in Lock Box 7 and she had not received the invoices via email. TA Walker asked if ARPA funds could be used to pay these prior year bills and finance charges totaling \$2,276.04. These invoices did not have a phone number to call for clarification. The Board of Selectmen decided to have Selectman Haupt do some research on waiving finance charges.

TA Walker asked if she could attend a meeting for Elder Services in Pittsfield on October 11, 2024. Selectman Leach mentioned that TA Walker should attend because she is acting as the COA agent for the town, all members agreed.

Treasurer:

Treasurer Wendling mentioned she needed to borrow \$600,000 which is a 4 month note for the Chapter 90 project. Bids were as follows:

- Adams Community Bank 5.10%
- Greenfield Co-operative Bank 4.70%
- Easthampton Savings Bank 4.45% AWARDED
- Berkshire Bank no bid

Selectman Leach motion to sign \$600,000 note to cover Chapter 90 road work, Selectman Munch second, 3-0. The bid was awarded to Easthampton Savings Bank.

Item 7: Discussion on Mini split with Christopher Mason – Dept of Energy Resources, Regional Coordinator Green Communities Division Western Region:

Chris Mason is guiding the Town of Peru in submitting project proposals to spend the remainder of their Green Communities Designation Grant. The first phase was the lighting which was already completed. The current grant proposals are for weatherization and heat pumps (mini splits) at the Police Department and DPW Garage. Using the Program Expeditor (PEX) procurement process (M.G.L. Ch25A, Sec 14) the town has chosen to work with Guardian Energy. Guardian has provided TA Walker quotes and work proposals for the weatherization and heat pumps. TA Walker will need to write two narratives to submit to DOER for review and approval before the town can proceed with the projects. TA Walker gave Chris Mason permission to speak directly with Patrick Mahoney from Guardian Energy to answer questions on their proposed scope of work. TA Walker will incorporate their responses into the grant proposals and TA Walker will be included in all communications.

Chris also explained that the DOER doesn't care what procurement method the town uses, and procurement of a contractor is not controlled by the DOER. The town has a grant contract with the DOER and once the DOER has approved the two proposals, the town will sign a work contract with their chosen contractor. Selectman Haupt assumed that Guardian was in charge and Patrick Mahoney was taking care of everything. Chief Cullett mentioned that he can't speak for Guardian but feels that they were misrepresented.

Chris also mentioned that the DOER offers an annual Municipal Energy Technical Assistance grant for up to \$15,000 that the town can apply for to use for engineering studies.

Item 8: Discussion on inventory of building and vehicles for MIIA: Since there are some changes to the MIIA inventory report, Selectman Leach asked TA Walker to have a MIIA representative attend the next Board of Selectmen's meeting to discuss changes.

Item 9: Interview with Brian Forgue for the Recording Secretary Position: Brian Forgue has been a resident in the Town of Chester for the last 18 years. He is working part-time at Westfield State University and is also working at The Elms College.

Experience Related to Position Responsibilities:

- A former Selectman in the town of Chester from July 2023 until the local election in May 2024 and is currently serving as a School Committee Member for the Gateway Regional School District.
- Vice President of Internal Operations for the UMass Debate Society (May 2022-December 2022).
- Vice Chair of the UMass Amherst Student Government Association's Administrative Affairs Committee (February 2022-December 2022). One of the duties was taking minutes on committee business and on the proceedings of the Faculty Senate Budget Council.

Brian has reviewed the minutes for the Town of Peru and plans to have the same level of detail. Selectman Haupt asked if Brian was available to take minutes for the Zoning Board of Appeals in the evenings. Brian is very familiar with municipal government, the importance of a motion and vote. He is also very familiar with Open Meeting Law. Brian plans to take minutes in shorthand then complete a summary of all the details. Selectman Leach mentioned that as of July 1st, the pay was set as \$100.00 per set of minutes. The Board would like to pay \$25.00 per hour and cap at \$100.00 per set of minutes. Selectman Leach mentioned that a time sheet needs to be filled out, and that some of the meetings may take 5 minutes and some meetings will take hours. The Selectmen voted to a 90-day probation period. Selectman Haupt mentioned that this is a new position strictly as a Recording Secretary. Brian mentioned that he understood the constraints of working for municipalities, he is always looking to help communities and will try and write a detailed summary of the minutes.

Item 10: Discussion and possible vote on paying Detail Rate for the 9/3/24 Primary Election for Police coverage with Police Chief Cullett:

Police Chief Cullett referenced a decision made by the BOS on August 1, 2022, that authorized the Police Chief to assign police coverage for elections. Chief Cullett explained state and federal elections are typically held on Tuesdays for 12 or 13 hours and longer when you include vote counting. The Chief explained that it is increasingly difficult to staff a part-time police department and can be extremely difficult to staff a weekday election when all the part-time officers are employed full-time elsewhere. To ensure that police coverage is available for the security detail at an election, he has proposed implementing the police department's detail rate so that in the event he must request staffing assistance from another department or the Sheriff's department the detail rate would be in place for payment of the election detail. This would only apply to state and federal elections and not stand-alone local elections. It is the understanding of the Chief that there is reimbursement available for state and federal elections and pointed out that the detail rate had been submitted to the Western Regional Homeland Security Advisory Council (WRHSC) by the Town Clerk for reimbursement of up to \$1000 for the November election security detail. This has been approved by the WRHSC.

Chairman Leach presented a spreadsheet provided to him by the Town Clerk that showed the rate of pay that election details are paid in neighboring communities. Chief Cullett pointed out the rate in the spreadsheet for Hinsdale was incorrectly listed, and it was difficult to compare Peru to towns like Dalton and Pittsfield which have a collective bargaining contract in place. He also pointed out that some towns listed on the spreadsheet utilize constables at their elections. Chief Cullett told the Board that they could go back to utilizing constables, however, they need to realize that constables do not have police powers and could not provide the same level of security for the election.

Selectman Leach mentioned that detail rate of \$60.00 per hour could be paid with the reimbursement for detail rate at Federal Elections but the State Election had already taken place. Chief Cullett pointed out that the Town Clerk's Election Budget should already include an amount equal to the highest paid officer in the department and suggested that the Police Department wage budget would make up the difference for the election held in September. Selectman Leach mentioned that the BOS are the only ones that can give a raise. Chief Cullett pointed out that this change is not a raise,

and that the security detail rate is already in place and approved by the BOS. Chief Cullett reiterated that it is not only possible, but likely that he will need to fill the detail in the future with an officer from another jurisdiction. Selectman Haupt reminded the Board that the utility companies pay the detail rate on a traffic detail. Chief Cullett said that is true for a traffic detail for utility work, but a traffic detail for a DOT project is paid through the contractor by the State and the recent paving projects in town were paid through the contractor by the Town using Chapter 90 funds. Selectman Munch felt that the detail rate would need to be paid to any officer coming in from another agency, and that collective bargaining is not comparative. Selectman Munch also stated that adhering to the 150' rule and other election requirements is disturbing to him without a Police Officer on the premises. Selectman Leach suggested making the Constables appointed if Chief Cullett cannot staff the elections. Selectman Munch questioned the security of the polling place and stated that they need officers not unarmed Constables.

Chief Cullett questioned TA Terry Walker, former Town Clerk in Monterey regarding detail pay for officers. TA Walker stated that back in 2022 Monterey paid their detail rate to officers at Federal, State and Local elections. Selectman Munch made a motion to pay the Police Department's detail rate for state and federal elections. Selectman Haupt seconds the motion. Vote unanimous vote 3-0

Item 11: Discussion and possible vote on signing a School Bond Anticipation Note per request of the Town Treasurer.

Selectman Haupt motion to give Treasurer Wendling authorization to sign School Bond Anticipation Note, Selectman Munch second, 3-0.

Item 12: Discussion and possible sign endorsement letter to Governor Healy regarding Tom Irwin's regional EMS study: Selectman Leach motion to approve and sign endorsement letter, Selectman Munch second, 3-0.

Item 13: Update on the Community Center: Selectman Leach placed on hold.

Item 14: Discussion and possible vote on appointing Brian Fogue for the position of Recording Secretary: Selectman Leach felt that Brian Fogue was a good addition to the town, Selectman Munch suggested a 90-day probation period from today, the board agreed to a 90-day probation period. Selectman Leach suggested \$25.00 per hour up to \$100.00 per set of minutes. Selectman Munch motion to hire Brian Fogue as the Recording Secretary, Selectman Leach second, 3-0.

Item 15: Review and approve Accounts Payable, Treasury Warrant and Payroll Warrant: V07/2025

Item 16: Public Input: Bruce Cullett asked how many hours the TA's position is based on per week. Selectman Leach mentioned 25 hours per week. TA Walker stated that it is more than 25 hours per week. Bruce Cullett stated that the Finance Committee and BOS approved a wage increase for the TA position this past budget season because they agreed the position was requiring more than 25 hours per week. Bruce Cullett then asked why the Recording Secretary would be getting \$25.00/hr and the Town Administrator is getting on average approximately \$22.00 per hour if you assume the position requires approximately 30 hours per week. Secondly, Bruce Cullett asked how the recording secretary position could be hourly and capped at the same time. Bruce Cullett also mentioned that it was a long-term battle to get the police officers and highway department workers hourly wage to \$25 per hour and those positions require specific skills, certifications and licenses. Bruce reiterated that the recording secretary's pay must be hourly or a set rate and cannot be both. Brian Fogue mentioned that he understands that he can not go over \$100.00 per set of minutes. Brian also suggested taking the balance in the account and dividing it by the number of weeks remaining in the year and take that salary, Selectman Munch stated that that would not work.

Treasurer Wendling stated that she needed to borrow in anticipation of some large purchases as well as payment of the Chapter 90 projects to manage cash flow. She stated that she did not have the authorization finalized yet for signature but would need the BOS to meet on 10/7/24 to sign the authorization. Chairman Leach said they could authorize the signing of the authorization outside of a meeting if they voted on it now. Chairman Leach made a motion to authorize the borrowing, Selectman Munch seconds the motion. Vote is unanimous 3-0.

Item 17: Adjourn: Selectman Leach made a motion to adjourn the 9/30/2024 BOS Meeting, Selectman Munch second, Vote 3-0. The 9/30/2024 BOS Meeting adjourned at 7:55 P.M.

Articles used:

- V07-2025
- Civic Plus invoices (website)
- Brian Forgue- resume
- Letter Maura Healey
- MIIA inventory
- School Bond Note

Terry Walker
Town Administrator

Verne Leach, Chairman

Sam Haupt, Selectman

Ed Munch, Selectman

Date Approved: 10-15-24

Received October 15, 2024
Kim Leach , Town Clerk



Invoice PAST DUE

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#262096
7/1/2023
PO #

Bill To
Town of Peru
3 East Main Road
Peru MA 01235

TOTAL DUE

\$2,025.84

Due Date: 7/31/2023

Terms
Net 30

Due Date
7/31/2023

PO #

Approving Authority

Qty	Item	Start Date	End Date
1	Annual Renewal Website Hosting & Support - CivicCMS	7/1/2023	6/30/2024

Total	\$2,025.84
Due	\$2,025.84

To pay your invoice with a credit card [Click Here](#).

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For any other invoice questions or information, please contact us at accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021



Invoice PAST DUE

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#279652
9/30/2023
PO #

TOTAL DUE

Bill To
Accounts Payable
Town of Peru
3 East Main Road
Peru MA 01235

\$60.94

Due Date: 10/30/2023

Terms	Due Date	PO #	Approving Authority
Net 30	10/30/2023		

Qty	Item	Start Date	End Date
1	Finance Charge on Overdue Balance Invoice, Due Date, Amount #262096, 7/31/2023, \$2,025.84		

Total	\$60.94
Due	\$60.94

To pay your invoice with a credit card [Click Here](#).

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021



Invoice PAST DUE

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#282775
10/31/2023
PO #

Bill To

Accounts Payable
Town of Peru
3 East Main Road
Peru MA 01235

TOTAL DUE

\$30.97

Due Date: 11/30/2023

Terms	Due Date	PO #	Approving Authority
Net 30	11/30/2023		

Qty	Item	Start Date	End Date
1	Finance Charge on Overdue Balance Invoice, Due Date, Amount #262096, 7/31/2023, \$2,025.84		

Total	\$30.97
Due	\$30.97

To pay your invoice with a credit card [Click Here](#).

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021



Invoice PAST DUE

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#286480
11/30/2023
PO #

TOTAL DUE

\$29.97

Due Date: 12/30/2023

Bill To
Accounts Payable
Town of Peru
3 East Main Road
Peru MA 01235

Terms
Net 30

Due Date
12/30/2023

PO #

Approving Authority

Qty	Item	Start Date	End Date
1	Finance Charge on Overdue Balance Invoice, Due Date, Amount #262096, 7/31/2023, \$2,025.84		

Total	\$29.97
Due	\$29.97

To pay your invoice with a credit card [Click Here](#).

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name
JPMorgan Chase

Account Name
CivicPlus LLC

Account Number
910320636

Routing Number
021000021



Invoice PAST DUE

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#289523

12/31/2023

PO #

Bill To

Accounts Payable
Town of Peru
3 East Main Road
Peru MA 01235

TOTAL DUE

\$31.90

Due Date: 1/30/2024

Terms	Due Date	PO #	Approving Authority
Net 30	1/30/2024		

Qty	Item	Start Date	End Date
1	Finance Charge on Overdue Balance Invoice, Due Date, Amount #262096, 7/31/2023, \$2,025.84 #279652, 10/30/2023, \$60.94		

Total	\$31.90
Due	\$31.90

To pay your invoice with a credit card [Click Here](#).

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021



Invoice PAST DUE

#292198

1/31/2024

PO #

Updated Remittance Address:
(FOR PAYMENTS ONLY)

CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

TOTAL DUE

\$32.38

Due Date: 3/1/2024

Bill To
Accounts Payable
Town of Peru
3 East Main Road
Peru MA 01235

Terms
Net 30

Due Date
3/1/2024

PO #

Approving Authority

Qty	Item	Start Date	End Date
1	Finance Charge on Overdue Balance Invoice, Due Date, Amount #282775, 11/30/2023, \$30.97 #262096, 7/31/2023, \$2,025.84 #279652, 10/30/2023, \$60.94		

Total	\$32.38
Due	\$32.38

To pay your invoice with a credit card [Click Here](#).

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name
JPMorgan Chase

Account Name
CivicPlus LLC

Account Number
910320636

Routing Number
021000021



Invoice PAST DUE

#295163

2/29/2024

PO #

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

TOTAL DUE

\$30.72

Due Date: 3/30/2024

Bill To

Accounts Payable
Town of Peru
3 East Main Road
Peru MA 01235

Terms	Due Date	PO #	Approving Authority
Net 30	3/30/2024		

Qty	Item	Start Date	End Date
1	Finance Charge on Overdue Balance Invoice, Due Date, Amount #282775, 11/30/2023, \$30.97 #262096, 7/31/2023, \$2,025.84 #286480, 12/30/2023, \$29.97 #279652, 10/30/2023, \$60.94		

Total \$30.72

Due \$30.72

To pay your invoice with a credit card [Click Here](#).

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name
JPMorgan Chase

Account Name
CivicPlus LLC

Account Number
910320636

Routing Number
021000021



Invoice PAST DUE

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#299310
3/31/2024
PO #

Bill To
Accounts Payable
Town of Peru
3 East Main Road
Peru MA 01235

TOTAL DUE

\$33.32

Due Date: 4/30/2024

Terms	Due Date	PO #	Approving Authority
Net 30	4/30/2024		

Qty	Item	Start Date	End Date
1	Finance Charge on Overdue Balance Invoice, Due Date, Amount #282775, 11/30/2023, \$30.97 #262096, 7/31/2023, \$2,025.84 #286480, 12/30/2023, \$29.97 #279652, 10/30/2023, \$60.94 #289523, 1/30/2024, \$31.90		

Total	\$33.32
Due	\$33.32

To pay your invoice with a credit card [Click Here](#).

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name JPMorgan Chase	Account Name CivicPlus LLC	Account Number 910320636	Routing Number 021000021
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Brian Forgue

[REDACTED]
[REDACTED]
[REDACTED]

To the Honourable Selectboard of the Town of Peru,

I am writing to you to express my profound interest in becoming the Administrative Assistant to your Town Administrator and Selectboard. Considering this position centers on responsibilities I have greatly enjoyed performing in other settings, I am incredibly excited to apply for this opportunity.

Throughout the various roles and jobs I've had over the last few years, I have learned and grown to enjoy applying the necessary skills to succeed in this position. From my time as a Selectman for the Town of Chester, I delved into a passion for helping my community, learning relevant local and state policies, applicable MGL (such as Open Meeting Law), and budget management practices. As the Vice Chair of the Administrative Affairs Committee for the UMass Amherst Student Government and the Internal Operations official for the Debate Society, I developed a fondness for taking minutes, learning and applying sets of bylaws and assisting leadership in the organization of their business. Even through my time as a retail worker, I gained the ability to assist very different bases of customers with varying needs with energy, patience, and positivity.

During my first 3 months as Vice Chair, for example, I took a more active role in organizing meetings, writing agendas, and educating newer committee members, leading to our committee hearing 21 budget appeals, 18 confirmation hearings, and passing 3 major bylaw changes despite having half our normal committee size. No matter what issues and problems Peru will face, I'm ready to put in the work to help fix them.

Throughout my career, whether in a professional or volunteer setting, I have strived to approach the work with passion, patience, and attention to detail. As a Selectman, I made it a point to catalog and summarize every email, go through every line on the warrants, and research relevant actions from the State comprehensively. I've sat through two-and-a-half hour angry phone conversations with a smile on my face and my mind focused on nothing but a potential resolution. I want to make my life of problems and work such as this; I'd have it no other way.

Working in government is my passion, and there is nothing I enjoy more than helping people-and this role would enable me to do both. I sincerely hope you will take me under consideration, and I'm looking forward to hearing back from you.

Thank you very much for your time,

Brian Forgue

Name: Brian Forgue

Address:

Email:

Phone Number:

Experience Related to Position Responsibilities:

- Clerk of the Chester, Massachusetts Selectboard [July 2023-May 2024]
 - Conducted Executive actions on behalf of the Town of Chester, including participating in the annual budget process, the hiring/replacement of Town employees and appointed personnel, and representing Town interests to local partners and State officials
 - Responded to constituent concerns, and helped manage Selectboard Meetings in a respectful, patient manner while fielding diverse opinions
 - Concurrently served as a School Committee Member for the Gateway Regional School District [May 2023-present]

- Vice President of Internal Operations for the UMass Debate Society [May 2022-December 2022]
 - Maintained internal records of club business, including attendance, executive board agendas and minutes, and the fulfillment of team requirements by competition team members
 - Served as the primary point of contact for personnel and interpersonal concerns for the team, handling equity concerns, assisting with connections between members and tournament organizers during events, and handling interpersonal conflicts when they arise
 - Assisted in the interviewing, onboarding, and training of 16 new members of the competition team

- Vice Chair of the UMass Amherst Student Government Association's Administrative Affairs Committee [February 2022-December 2022]
 - Took Minutes on committee business and on the proceedings of the Faculty Senate Budget Council, maintained attendance records, and assisted in the organization of the Committee
 - Helped conduct confirmation interviews for 10 Executive Cabinet Appointments and 8 Senate Committee Chairs
 - Helped conduct and participated in the resolution of 21 appeals during the regular budget season

Other Experience:

- **Hunt and Hart Cafe**, dishwasher [June-August 2019]
- **Gateway Farm and Pet**, Warehouse Employee [July 2019-March 2020]
- **Kripalu Center for Yoga and Health**, Retail Employee [June-August 2022, December-January 2023]

Town of Peru

Peru, Massachusetts 01235



September 30, 2024

Governor Healey

Commonwealth of Massachusetts

Office of Constituent Services, Room 280

24 Beacon Street

Boston, MA 02133

Dear Governor Healey,

We are writing to request your support for a grant to study the EMS services in a 6-community region that covers the Eastern Central Berkshire towns of Savoy, Windsor, Dalton, Hinsdale and Peru and Middlefield in Hampshire County. We are hoping this study will help the participating communities understand what we are doing efficiently and what we could do more efficiently.

The Town of Peru does not have an ambulance service and relies on other communities for services. We would be happy to provide whatever you need from us to participate in the research. This should not, however, be interpreted as a commitment or agreement covering anything beyond the scope of the Study. Before the Town of Peru agrees to anything beyond the scope of this study, you must request and receive prior written approval from the Selectboard.

As a small rural community, we see regionalization as potentially an important tool in assuring the best possible emergency services for the residents of Peru without causing our taxes to increase.

We greatly appreciate your willingness to lead this study, and we look forward to participating in this regional EMS study.

Sincerely,

Peru Board of Selectmen

Verne Leach, Chairman

Edward Munch

Samuel Haupt

9-30-24

September 9, 2024

Ms. Terry Walker
Town Administrator
Town of Peru
3 East Main Road, Suite 101
Peru, MA 01235

Dear Terry:


Thank you for your continued membership in MIIA. Enclosed you will find the following schedule(s) as of July 1, 2024: Schedule of Locations, Special Property Coverage (MDEC 5c), and Automobile Fleet Schedule. Please review each of these schedules to verify its accuracy. If you have corrections, simply note the changes directly on the form(s) provided and send it back to us. Here are the steps you should take:

1. Review all schedules for accuracy.
 - Review all vehicles listed on the fleet schedule
 - Review buildings listed on the schedule of locations
 - Review "MDEC 5c" special property
 - Are there any items on any of the schedules that should NOT be there?
(Please note that some vehicles may be listed on both the automobile fleet schedule and the special property coverage (MDEC 5C). Auto liability coverage will be listed on the fleet schedule and physical damage on the special property coverage under contractor's equipment).
2. Make changes as necessary by noting on the schedule(s) provided.
3. Sign each schedule and keep a copy for your file.
4. Mail, E-Mail or fax the corrected schedules to:

MIIA Member Services
15 Cabot Road, Woburn, MA 01801-1003
Fax: 781-376-9907; Email to: miamemberservices@cabotrisk.com
Please return schedules by October 7, 2024

Thank you for your attention. This is important to ensure proper coverage. If you have any questions, please call your Account Manager at 1-800-526-6442. We appreciate your participation in the MIIA Property and Casualty Group, Inc.

Sincerely,



Dawn Ivany
Underwriting Manager - MIIA Member Services

Enclosures

MIIA Property and Casualty Group, Inc.

3 Center Plaza, Suite 610

Boston, MA 02108

www.emia.org

**SCHEDULE OF LOCATIONS****MEMBER NAME AND ADDRESS**

Town of Peru, 3 East Main Road, Suite 107, Peru, Massachusetts 01235

CONTRACT PERIOD 7/1/2024 TO 7/1/2025AT 12:01 AM STANDARD TIME
AT THE ADDRESS SHOWN ABOVE

Item #	Description and Location of Property	100% Coinsurance Actual Cash Value	Replacement Cost When Applicable
1	A (A9) Salt Shed Salt Shed		\$353,059
	B Personal Property in Above		\$14,769
2	A (A9) Shed Rear of Town Garage, Route 143		\$7,384
	B Personal Property in Above		\$0
3	A (A9) Town Garage Route 143		\$208,280
	B Personal Property in Above		\$29,529
4	A (B9) Town Office Building 3 East Main Road		\$1,740,100
	B Personal Property in Above		\$69,781
5	A (B9) Highway Garage 9 East Main Road		\$295,608
	B Personal Property in Above		\$0
6	A (D9) Fire Station 11 East Main Road		\$970,200
	B Personal Property in Above		\$131,878

09/10/2024

MIIA Property and Casualty Group, Inc.

3 Center Plaza, Suite 610

Boston, MA 02108

www.emiia.org



SCHEDULE OF LOCATIONS

MEMBER NAME AND ADDRESS

[Redacted Member Name and Address]

Town of Peru, 3 East Main Road, Suite 107, Peru, Massachusetts 01235

CONTRACT PERIOD

7/1/2024 TO 7/1/2025

[Redacted Contract Period]

AT 12:01 AM STANDARD TIME
AT THE ADDRESS SHOWN ABOVE

Item #	Description and Location of Property	100% Coinsurance Actual Cash Value	Replacement Cost When Applicable
7 A (A9)	Police Garage Rear East Road		\$55,842
B	Personal Property in Above		\$12,366
Total Amounts of Insurance		\$0	\$3,888,795

All values submitted are correct to the best of my knowledge and belief.

Name: _____

Title: _____

Date: _____

1	The values shown must be Actual Cash Value (100%) or Replacement Cost Values (100%) and should reflect the basis of coverage for each item and for either (A) Building or (B) Personal Property of the insured or both.
2	The values shall be submitted to the insurance group and subject to its acceptance.
3	Nothing contained in these instructions shall be construed as changing in any manner the conditions of the contract.
4	The group may require this Statement of Values to be signed by the Insured, or in the case of firms, by a partner or an officer.
5	A value of \$0.00 indicates that coverage is not included for the corresponding entry.
6	ACV (Actual Cash Value) does not apply on a blanket basis. Coverage is available on an ACV basis, per location, per occurrence basis.

MIIA Property and Casualty Group, Inc.
 3 Center Plaza, Suite 610
 Boston, MA 02108
 www.emiia.org



SPECIAL PROPERTY COVERAGE

MEMBER NAME AND ADDRESS

CONTRACT# PER00044-05-24

Town of Peru
 3 East Main Road, Suite 107
 Peru, MA 01235

CONTRACT PERIOD

7/1/2024 TO 7/1/2025

AT 12:01 AM STANDARD TIME
 AT THE ADDRESS SHOWN ABOVE

SCHEDULE OF COVERAGES - SPECIAL PROPERTY COVERAGE

Coverage Type	Department	Description of Property	VIN/Serial Number	Limits of Insurance	Valuation	Deductible Each Occurrence
1. Contractors Equipment	DPW	1987 JOHN DEERE GRADER	DW672BX513568	\$170,000	ACV	\$1,000
2. Contractors Equipment	DPW	2006 JOHN DEERE TRACTOR MOWER	L06320H500780	\$95,649	RC	\$1,000
3. Contractors Equipment	FIRE	2002 AMERICAN LAFRANCE	4Z3AAACG2RJ81874	\$250,000	ACV	\$2,500
4. Contractors Equipment	FIRE	2005 INTERNATIONAL 7600 FIRE TRUCK	1HTWYAHT1SJ052460	\$220,000	RC	\$1,000
5. Contractors Equipment	HIGHWAY	2009 COMPACT EXCAVATOR	WK001479	\$54,705	ACV	\$1,000
6. Contractors Equipment	HIGHWAY	1995 FORD BACKHOE 675D	A429578	\$58,000	ACV	\$1,000
7. Contractors Equipment	HIGHWAY	1998 MACK DUMP TRUCK	1M2P266C6WM035720	\$35,000	ACV	\$1,000
8. Contractors Equipment	HIGHWAY	2000 JOHN DEERE TRACTOR	LV5410S341713	\$44,000	RC	\$1,000
9. Contractors Equipment	HIGHWAY	2008 INTERNATIONAL 700SER DUMP W/PLOW	1HTWBAAN28J666404	\$121,000	ACV	\$1,000
10. Contractors Equipment	HIGHWAY	2016 FORD F550	1FDUF5HTXGEB9964	\$80,000	ACV	\$1,000
11. Contractors Equipment	HIGHWAY	2019 INTERNATIONAL 7500	1HTWMTAR2KH346894	\$222,647	RC	\$1,000
12. Contractors Equipment	HIGHWAY	2023 VOLVO L70H LOADER	VCE0L70HJ0S625172	\$183,837	RC	\$1,000
13. Contractors Equipment	POLICE	2004 BOMBARDIER ATV	2BVEMHF184V000770	\$15,000	ACV	\$1,000
14. Fine Arts Unscheduled	UNAVAILABLE	FINE ARTS - UNSCHEDULED		\$25,000	AA	\$500
15. Scheduled Property	POLICE/FIRE	POLICE 7 FIRE EQUIPMENT - MISCELLANEOUS		\$10,000	ACV	\$500

Contractors Equipment	\$1,549,838
Fine Arts Unscheduled	\$25,000
Scheduled Property	\$10,000

Please Verify Schedule, Endorse and Return

Name: _____

Title: _____

Signature: _____

Date: _____

Auto Fleet Schedule
 Description of Information
 Town of Peru
 Territory # 11



#	Department	Year	Manufacturer & Model	Vin #	Plate #	GWV	Cost New	Type	Class	RC	Med Pay	Comp Deduct	\$ Coll	Deduct	Effective Date
1	DPW	1987	JOHN DEERE-GRADER	DW872BX513568	M57689	28,500	\$170,000	H	79650	ACV	N	DEC 5C	DEC 5C		07/01/2024
2	DPW	2006	JOHN DEERE-TRACTOR MOWER	L06320H500780	M74813		\$95,649	H	31499	RC	N	DEC 5C	DEC 5C		07/01/2024
3	FIRE	1986	CHEVROLET-PICKUP	1CGGD34J4GF368471	MF208A		\$2,000	L	79090	ACV	N	\$1000	\$1000		07/01/2024
4	FIRE	1995	FORD-E350 VAN	1FDKE30F25HB54418			\$85,000	L	79080	ACV	N	\$1000	\$1000		07/01/2024
5	FIRE	2002	AMERICAN-LAFRANCE	4Z3AAACG2RJ81874	C165	45,000	\$250,000	H	31499	ACV	N	DEC 5C	DEC 5C		07/01/2024
6	FIRE	2005	INTERNATIONAL-7600 FIRE TRUCK	1HTWYAHT1SJ052460	MF9305	58,000	\$220,000	EH	79090	RC	N	DEC 5C	DEC 5C		07/01/2024
7	HIGHWAY	1995	FORD-BACKHOE 675D	A429578	M55554	18,000	\$58,000	M	79650	ACV	N	DEC 5C	DEC 5C		07/01/2024
8	HIGHWAY	1998	MACK-DUMP TRUCK	1M2P286C6WM035720	M85944	19,750	\$35,000	H	31499	ACV	N	DEC 5C	DEC 5C		07/01/2024
9	HIGHWAY	1998	BRUSH BANDIT-CHIPPER	4FMUS1516WR013155	M56780	6,000	\$21,760	L	79650	ACV	N	\$1000	\$1000		07/01/2024
10	HIGHWAY	2000	JOHN DEERE-TRACTOR	LV5410S341713	M60277	6,570	\$44,000	L	79650	RC	N	DEC 5C	DEC 5C		07/01/2024
11	HIGHWAY	2008	INTERNATIONAL-700SER DUMP W/PLOW	1HTWBAAN28J666404	M85943	33,000	\$121,000	H	31499	ACV	N	DEC 5C	DEC 5C		07/01/2024
12	HIGHWAY	2009	CAM SUPERLINE-TRAILER	5JPBU31229P023496	M82533	2,590	\$12,500	T	68499	ACV	N	NO COV	\$1000		07/01/2024
13	HIGHWAY	2016	FORD-F550	1FDJUF8HTXGEB9964	M93285	18,500	\$80,000	M	21499	ACV	N	DEC 5C	DEC 5C		07/01/2024
14	HIGHWAY	2018	CAM SUPERLINE-TRAILER	5JPBU2326JP053337	M96946	10,000	\$5,200	T	68499	ACV	N	\$1000	\$1000		07/01/2024
15	HIGHWAY	2019	INTERNATIONAL-7500	1HTWMTAR2KH346894	M99111	41,900	\$222,647	H	31499	RC	N	DEC 5C	DEC 5C		07/01/2024
16	HIGHWAY	2022	FORD-F350	1FT8X3B60NEO16669	M8337A		\$48,000	M	21499	RC	N	\$1000	\$1000		07/01/2024
17	HIGHWAY	2023	VOLVO-L70H LOADER	VCE0L70HJ0S625172	M4292B	28,000	\$183,837	H	79650	RC	N	DEC 5C	DEC 5C		07/01/2024
18	POLICE	2017	FORD-EXPLORER	1FM5K8AR3HGC25751	C629	6,342	\$28,406	L	79110	RC	N	\$1000	\$1000		07/01/2024
19	POLICE	2022	FORD-EXPLORER	1FM5K8AB6NGB20507	MP620J		\$59,829	L	79110	RC	N	\$1000	\$1000		07/01/2024

Please Verify Schedule, Endorse and Return

Name: _____
Title: _____
Signature: _____
Date: _____

(Please Note: The following certificate is an essential part of the permanent record and creates ongoing obligations of the Member Town. Please read it carefully before signing. Advise Locke Lord LLP of any inaccuracy.)

TOWN OF PERU, MASSACHUSETTS
SIGNIFICANT EVENTS DISCLOSURE CERTIFICATE

This Significant Events Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the Town of Peru, Massachusetts (the “Member Town”) in connection with the issuance of \$7,208,406 General Obligation School Bond Anticipation Notes dated September 26, 2024 (the “Notes”) by the Central Berkshire Regional School District (the “Issuer”), with respect to which the Member Town is an Obligated Person within the meaning of the Rule (each as hereinafter defined). The Member Town covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Member Town for the benefit of the Owners of the Notes and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. For purposes of this Disclosure Certificate the following capitalized terms shall have the following meanings:

“Listed Events” shall mean any of the events listed in Section 3(a) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board as established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, or any successor thereto or to the functions of the MSRB contemplated by this Disclosure Certificate. Filing information relating to the MSRB is set forth in Exhibit A attached hereto.

“Obligated Person” shall mean the Central Berkshire Regional School District, and the Towns of Becket, Dalton, Hinsdale, Peru and Washington, Massachusetts.

“Owners of the Notes” shall mean the registered owners, including beneficial owners, of the Notes.

“Participating Underwriter” shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with offering of the Notes.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Reporting of Significant Events.

(a) The Member Town shall give notice, in accordance with the provisions of this Section 3, of the occurrence of any of the following events with respect to the Notes:

1. Bankruptcy, insolvency, receivership or similar event of the Member Town.*
 2. The consummation of a merger, consolidation, or acquisition involving the Member Town or the sale of all or substantially all of the assets of the Member Town, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
 3. Incurrence of a financial obligation of the Member Town, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Member Town, any of which affect Owners of the Notes, if material.†
 4. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Member Town, any of which reflect financial difficulties.†
- (b) Upon the occurrence of a Listed Event, the Member Town shall, in a timely manner not in excess of ten (10) business days after the occurrence of the event, file a notice of such occurrence with MSRB with respect to the Notes, unless the Issuer files such a notice with respect to such occurrence.

SECTION 4. Transmission of Information and Notices. Unless otherwise required by law, all notices, documents and information provided to the MSRB shall be provided in electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 5. Termination of Reporting Obligation. The Member Town's obligations under this Disclosure Certificate shall terminate upon the legal defeasance or payment in full of all of the Notes.

SECTION 6. Default. In the event of a failure of the Member Town to comply with any provision of this Disclosure Certificate the sole remedy under this Disclosure Certificate shall be an action for specific performance of the Member Town's obligations hereunder and not for

* As noted in the Rule, this event is considered to occur when any of the following occur: (i) the appointment of a receiver, fiscal agent or similar officer for the Member Town in a proceeding under the U.S. Bankruptcy Code or in any proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Member Town, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or (ii) the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Member Town.

† For purposes of the Listed Events, the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "financial obligation" excludes municipal securities for which a final official statement has been provided to the MSRB consistent with the Rule.

money damages in any amount. Any failure by the Member Town to comply with any provision of this Disclosure Certificate shall not constitute a default with respect to the Notes.

SECTION 7. Amendment. Notwithstanding any other provision of this Disclosure Certificate, the Member Town may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived if such amendment or waiver is permitted by the Rule, as evidenced by an opinion of counsel expert in federal securities law (which may also include bond counsel to the Issuer) to the effect that such amendment or waiver would not cause this Disclosure Certificate to violate the Rule.

[Remainder of page intentionally left blank; signature page follows.]

SECTION 8. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Owners of the Notes from time to time, and shall create no rights in any other person or entity.

Date: September 26, 2024

TOWN OF PERU, MASSACHUSETTS

By:

Treasurer

EXHIBIT A

Filing information relating to the Municipal Securities Rulemaking Board is as follows:

Municipal Securities Rulemaking Board

<http://emma.msrb.org>

138664977v.1