

SELECT BOARD MEETING
Town Hall Meeting Room, 3 EAST MAIN RD
Monday, April 7, 2025 @ 6:00pm

1. Call to order
2. Roll Call
3. State recording status
4. Pledge Alliance to the Flag
5. Review and Approve Meeting Minutes for 3-24-2025
6. Update of Departments
7. Discussion and possible vote on Rescue Truck Auction
8. Discussion on Vocational transportation funds
9. Discussion and possible vote on funds for Hogweed treatment
10. Adjourn

The list of matters are those reasonably anticipated by the Board which may be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

Official posting: Peru Town website: www.townofperuma.com

Posted April 2, 2025 @ 05:55pm

Kim A. Leach

Town Clerk

TOWN HALL 3 EAST MAIN ROAD PERU, MA 01235

SELECT BOARD MEETING MINUTES: April 7, 2025 @ 6:00 P.M.

Town Hall Meeting Room

Verne Leach, Chair Selectman
Samuel Haupt, Selectman
Edward Munch, Selectman
Terry Walker, Recording Secretary
Bruce Cullett, Police Chief
Justin Russell, Highway Superintendent
Paul Hickling, Fin Com
Dan Cawthron, Fire Chief

Public Attendees: David Stuart- School Committee

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: TA Walker, Selectman Verne Leach personal use under exemption E

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

Item 5: Review and Approve BOS Meeting Minutes for 3/24/2025, 3/31/2025: Selectman Leach motion to approve 3/31/2025 minutes, Selectman Munch second, 2-0. Selectman Haupt abstained. The 3/24/2025 minutes were already approved at the last meeting.

Item 6: Update of Departments:

Police Department:

Police Chief Cullett informed the Board of Selectmen that Guardian Energy completed installing the heat pumps on Thursday and signing off on the project will occur after the heat pumps are inspected. Guardian will begin (spray foam) weatherization of the buildings on April 30, 2025

Emergency Management:

EMD Cullett -nothing to report

Highway Department:

Highway Superintendent Russell- nothing to report

Fire Department:

Fire Chief Cawthron- nothing to report

School Committee Representative:

David Stuart mentioned that Leslie Blake-Davis will be retiring at the end of June. He mentioned that the school budget was passed. Also, they will not be any changes to the Regional School Agreement, and it will be sent back to the towns of Hinsdale, Peru and Cummington for approval at Annual Town Meeting.

Woodlands Partnership:

Selectman Haupt attended a press conference with the State Auditor in Windsor. He mentioned the meeting was well attended. The State Auditor reported on the pilot program and ways legislature could be initiated to make reforms in the pilot program.

Town Administrator:

TA Walker mentioned that COA Director Bonny DiTomasso couldn't attend the BOS meeting tonight because she was ill. Bonny wanted TA Walker to ask the BOS for the key to enter the building. Selectman Leach stated that he has spoken to Mitch from Renatus about installing a key pad and felt that Bonny wouldn't need a key once the key pad was installed. Chief Cullett asked the board if anyone had located the 5 keys he had purchased. Selectman Haupt mentioned Bonny could manage her availability around the Police Chief and Town Administrator's hours. Since Bonny has a key to the Community Center, Selectman Leach felt that Bonny could buy a fax machine for the community center with the Council on Aging expense account. Selectman Munch stated that the Selectboard voted to give Bonny a key to the front door so she could do her job. Selectman Munch stated that it was up to Chairman Leach to carry out the decision and give Bonny a key. According to Selectman Leach, he is not sure if the town clerk has extra keys.

TA Walker will be soliciting quotes for mowing and asked the BOS if she should post on the website.

MassWorks Grant-TA Walker asked the BOS if any Monday would be better for a Public Hearing. The Public Hearing needs to be posted for 14 days in a local newspaper and on the town website prior to the Public Hearing being held.

Selectman Leach mentioned that any Monday will work. Application for a MassWorks Grant opens on May 1st TA Walker and Superintendent Russell will be submitting another \$1,000,000 MassWorks grant on June 4th.

Special Town Meeting:

Selectman Leach mentioned there was an error posting the STM for April 21st because it is a holiday. Selectman Leach motion to reschedule the STM for Wednesday, April 23rd at 6:00 p.m., Selectman Munch second, 3-0.

Item 7: Discussion and possible vote on Rescue Truck Auction: Selectman Leach motion to accept highest bidder for the Rescue Truck that Auctions International auctioned off, and have TA Walker sign the title, Selectman Munch second, 3-0

Item 8: Discussion on Vocational transportation funds: Selectman Munch mentioned he had a two-hour meeting at CBRSD with Greg Boino and Leslie Blake-Davis. He did receive a list of students going to vocational schools for next year. Selectman Munch stated that the student in question is completely under the guidelines because his course of study is not offered at Smith Vocational and Agricultural School, and he meets the criteria to attend McCann Technical School. TA Walker is looking for a less expensive way to transport the McCann student. TA Walker called the van driver in the Town of Washington. The Selectmen in Washinton will be deciding tonight about transporting the student from Peru to McCann. Selectman Leach had some concerns about Peru paying tuition and transportation for students that do not reside in Peru. Selectman Leach mentioned that when students start Kindergarten the town clerk provides a list of kindergarten students living in Peru to the school. He wondered if the same procedure occurred when students attend vocational schools. Highway Superintendent Russell is aware of two students that are not Peru residents. Bonny DiTomasso, former school committee member, mentioned at a previous meeting, that she believes there are 3 or 4 students that are not Peru residents. Selectman Munch mentioned that he will follow through with this issue and discuss it with the school district. Selectman Haupt questioned the due diligence the school district takes to assure the students live in Peru. Selectman Munch asked TA Walker to check emails back to April 2024 from the school to find the list of vocational students.

Item 9: Discussion and possible vote on funds for Hogweed treatment: TA Walker has contacted a company to eradicate hogweed. The Board will go to Annual Town Meeting to appropriate extra funds in the Board of Health appropriation or possibly a separate line item. TA Walker explained that Peggy White thought funding in July may be too late to eradicate the hogweed for this spring. The Board agreed that the hogweed does not go to seed until August. Selectman Leach mentioned that once TA Walker gets a quote this can be placed on ATM warrant.

Item 10: Adjourn: Selectman Leach made motion to adjourn the 4/7/2025 BOS Meeting, Selectman Munch second, Vote 3-0. The 4/7/2025 BOS Meeting adjourned at 6:41 P.M.

Articles used:

- Minutes 3/31/2025
- STM Warrant
- Auctions International paid invoice

Terry Walker
Recording Secretary


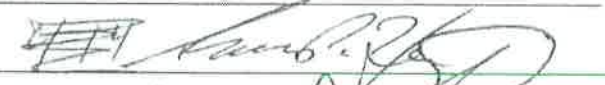

Verne Leach, Chairman

Samuel Haupt, Selectman

Edward Munch, Selectman

Date Approved:

4-14-25

RECEIVED
APR 14 2025
Kim Leach
TOWN CLERK
TOWN OF PERU

**ORDER OF BUSINESS
COMMONWEALTH OF MASSACHUSETTS
Berkshire, ss**

To either of the Constables of the Town of Peru, in said County.

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of the Town of Peru, qualified to vote in Town affairs, to meet in the Town Hall Meeting Room, 3 East Main Road Peru, MA for a Special Town Meeting on, Wednesday, April 23, 2025 at 6:00 p.m., then and there to take action on the following articles, namely:

Article 1: To choose a Moderator for the Special Town Meeting if the elected Moderator is absent.

Article 2: To see if the Town will vote to Transfer from Free Cash the sum of \$41,545.70 to fund the Vocational Transportation account for the remainder of the year or take any other action relative thereto.

Article 3: To see if the Town will vote to transfer from Free Cash the sum of \$1,635.15 to the Utilities Account to pay Eversource invoices received in FY25 or take any other action relative thereto.

Eversource

1. # 7200-251-5574, FY24/ April invoice \$299.91
2. # 7200-045-0204, FY24 / April invoice \$576.54
3. #7200-0450204 old account # 5413-777-1002, FY24 December Invoice \$504.37
4. #7200-074-3210, FY24 June invoice \$170.68
5. #7200-171-2263, FY25/ August invoice \$83.65

ATTEST:

This is a true copy.

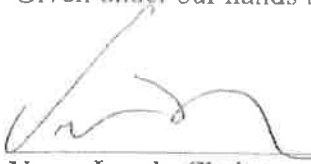
Kim Leach
Town Clerk

Certified: _____, 2025

You are directed to serve this warrant with your doing thereon to the Town Clerk or the Board of Selectmen at the time and place of said meeting.

Given under our hands this 7th day of April, 2025.

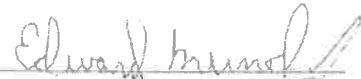
BOARD OF SELECTMEN



Verne Leach, Chairman



Samuel Haupt, Member



Edward Munch Jr. Member

I have served this Warrant as directed above.

Places of Posting: Bulletin Board/Town Hall/Transfer Station/Library/Community Center/Website: Townofperuma.com

ATTEST:

Constable

Date

Time

Posted: _____, 2025

Attn: Terry Walker,

The following invoice from your auction Town of Peru Fire-MA #41347 ID: 41347 that closed on 2025 Mar, 28 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 **E33E4-3D45B**

PAID
04/02/2025

Bill To:

Wayne Libby



DATE	INVOICE #	TERMS
03/31/2025	138406	Due on receipt
AUCTION	03-28 Town of Peru Fire-MA #41347	
PHONE	[REDACTED]	
EMAIL	[REDACTED]	

Item Description	Tax Rate	Amount
0001 -- 1995 Ford E350 Ambulance Fleet #MFA489, VIN #1FDKE30F2SHB5441B, Docs: Clear Title Item Location: 11 East Main Street, Peru, Berkshire, MA, 01235	0.000% - 0.00	2,025.00
Payments:		
Payment by Bank Deposit-CB 04/2/2025 09:24:46 AM ET		2,187.00
Sub-Total		\$2,025.00
Buyers Premium = 8%		\$162.00
Massachusetts Sales Tax		\$0.00
Must contact Terry Walker at townadmin@townofperuma.com to arrange for pickup. Item(s) located at 11 East Main Street, Peru, MA 01235, Berkshire County		
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.		
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.		
Click here for direct deposit / wire transfer instructions.		

<p>Payment DUE with 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>Make sure the consignor has the paperwork ready when you call.</p> <p>2.77% 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: \$2,187.00</p> <p>*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 3/31/2025 - 4/1/25 RECV ST-7R</p>							
<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.</p>	<table border="1"> <tr> <td>Credit Card Payment Price</td> <td>\$2,187.00</td> </tr> <tr> <td>Cash/Certified Funds Payment Price</td> <td>\$2,187.00</td> </tr> <tr> <td>Balance Due</td> <td>\$0.00</td> </tr> </table>	Credit Card Payment Price	\$2,187.00	Cash/Certified Funds Payment Price	\$2,187.00	Balance Due	\$0.00
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Balance Due	\$0.00						
<p>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.</p> <p>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.</p>							

Must contact **Terry Walker** at townadmin@townofperuma.com to arrange for pickup. Item(s) located at **11 East Main Street, Peru, MA 01235, Berkshire County**

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.

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.

[Click here for direct deposit / wire transfer instructions.](#)

Removal Terms

This item cannot be shipped. Buyer solely responsible for removal of items from seller's premises within (10) Business Days after bid approval. Buyer must contact the seller to schedule a removal appointment, before access will be granted to the merchandise. All sales are final. No refunds will be issued. Items left on seller's premises after the designated pickup deadline are subject to re-possession by the seller. If you are going to have trouble picking your purchased items up by the deadline, call our office immediately!

Terms of Sale

Item(s) sold SUBJECT to seller's approval after bids close. For payments made with cash, money order, ACH check, guaranteed funds (cashiers check, bank check, certified check) or cash directly deposited into a Citizens Banks a discounted buyer's premium of 8% will be added to the high bid price. For payments made by wire transfer; a transaction fee of \$15.00 will be added on top of the discounted 8% buyers premium to cover the bank service charge. Please make all payments payable to: Auctions International Inc. If paying by credit/debit card the rate will be 10.77% above the sale price inclusive of the buyer's premium with a 2.77% discount if paid in cash or certified funds. Applicable sales tax(es) will be charged on all items. Note: we no longer accept personal and/or company checks.

Payments are to be made online or to the East Aurora office only. Payments must be received within (5) business days from invoice date. All sales are final. No refunds will be issued. Items are sold as-is, where-is, with no warranty written or implied. Buyer is responsible for inspecting the item(s) before placing bids and prompt item removal within ten (10) business days after receipt of invoice. Seller is NOT responsible for providing tools or heavy equipment to aid in removal. Items left on seller's premises after this removal deadline will revert back to possession of the seller, with no refund.

Form ST-7R
Motor Vehicle Certificate of
Payment of Sales or Use Tax



Confirmation number 0-160-041-632
Submitted date 01-Apr-2025
Name of purchaser WAYNE LIBBY
SSN ***-**-2333
Model year 1995
Make of trailer or vehicle FORD
Model name E350
Type AMBULANCE
Vehicle Identification number 1FDKE30F2SHB54418
Date of sale 01-Apr-2025

Part A. Sale by licensed motor vehicle dealer

1 Gross sale price	2,187.00
2 Manufacturer's excise (section 4061(A) of IRC) (only if new motor vehicle)	0.00
3 Trade-in allowance (if any)	0.00
Model year	
Make of traded-in vehicle	
Veh. ID number	
4 Manufacturer's rebate	0.00
5 Total adjustments	0.00
6 Taxable sales price	2,187.00
7 Sales tax	136.69

Part B. Sale by person other than motor vehicle dealer

1 Gross sales price	0.00
2 Use tax	0.00

Part C. Capitalized cost reduction

1 Taxable capitalized cost reduction	0.00
2 Sales tax	0.00

Seller Info

Seller Firm Name (if any)	AUCTIONS INTERNATIONAL INC
Sales/Use Tax Registration Number	320038079
License Number	AU3218

ONLINE AUCTION CONTRACT - AGREEMENT FOR SALE OF GOVERNMENT ASSETS BY ONLINE AUCTION

This Agreement made on 3/6/2025, between Town of Peru MA hereafter called "Seller", and Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 11052, hereafter called "Auctioneer":

The Auctioneer hereby agrees to use professional skills, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale. All auction items will be sold "As-Is, Where-Is", subject to the Seller's terms.

The Seller agrees to provide Titles, Keys and all other Proof of Ownership to customers who present a paid invoice from Auctions International, and release the purchased items once the Auctioneer has received full payment for the goods listed and described in detail on provided condition reports, and/or provided by electronic means to Auctioneer.

GOVERNMENT VEHICLES, MACHINERY, EQUIPMENT AND ALL OTHER SURPLUS ASSETS

The Seller agrees to provide merchantable title (with no liens or encumbrances) for motor vehicles, and agrees to write-in the purchase information on the back of any titles issued to purchasers (as required by law). The Seller furthermore agrees not to sell listed merchandise before the term of the online auction is complete, under any circumstances.

The Auction is to be held online at www.AuctionsInternational.com, beginning and closing on mutually agreed dates and times. The terms and prices of this contract shall remain in effect for two (2) years after the agreement is executed, based on the needs of the Seller. Notwithstanding the foregoing, the Seller may terminate this contract at any time for convenience.

It is agreed that all listed merchandise be sold to the highest bidder, "as-is", "where-is", with no warranty expressed, implied or otherwise, and with the Government Seller retaining the right to reject any bids that are insufficient. Seller agrees to specify a minimum acceptable price on each rejected bid, which will be posted on the 'Past Prices' page of the Auctioneer's website.

Purchaser's will be required to pay a 4% buyer's premium for vehicles and equipment sold within two (2) years of the manufacture date, a 5% buyer's premium for vehicles and equipment within three (3) years of the manufacture date, or a 8% buyer's premium for all older equipment to be added to the successful high bid prices, which will constitute the Auctioneer's compensation for these services. (There is an additional 4% convenience fee for payments made with a credit/debit card.) There is NO commission charged to the seller.

The Auctioneer will conduct auction(s) at no-cost to the Seller, provided the Seller takes photos and descriptions of the merchandise, and provides this information to the Auctioneer's staff. The Auctioneer reserves the right to combine low-value merchandise into larger online auction lots as necessary, based on past experience with such items.

If requested by the Seller, the Auctioneer's staff will travel to the Seller's facilities to obtain photos and condition reports of the Seller's items, for the following listing fees: Thirty dollar (\$30) fee for each motorized vehicle/equipment, and Five dollar (\$5) fee for each auction lot that is not a motor vehicle. These listing fees will be deducted from the sale proceeds, before final payment is made to Seller.

The Auctioneer will mail a check to the Seller for all proceeds collected within fifteen (15) business days after the Seller approves the bids for the sale items and all monies are collected, along with an accounting summary and copies of receipts. In the event of a bidder's refusal or failure to pay for their invoiced items, the Auctioneer will offer the unsold merchandise to the backup bidder, and the reneging bidder will be banned from future auctions. If the backup bidder does not take the merchandise for the backup bid price, then the merchandise will revert back to possession of the seller, after a reasonable time has been allowed for the backup bidder to get their payment to the Auctioneer. At the request of the Seller, any unsold merchandise can be re-listed in a future online auction. At no cost to the seller.

INDEPENDENT STATUS. That during the existence of this agreement, the Auctioneer shall remain an individual, independent contractor, retaining its separate identity and shall in no way be considered a division, department or agent of the Seller's agency or organization.

WAIVER. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter of this Agreement.

(x) Jerry Walker Seller's Authorizing Signature Jerry Walker - Town Administrator Printed Name and Agency Title 413-655-8312 Telephone Number

(x) Town of Peru, 3 East Main Road Ste 100, Peru, MA 01235 Seller's Agency Payment Address (Check will be made out and mailed to Seller, from Auctioneer, for payments received)

(x) TownAdmin@townofperumass.com Seller's E-Mail Address

(x) [Signature] Auctioneer's Signature DAVID P. CAZEAULT Auctioneer's Printed Name BERKSHIRE Seller's County 7.26.21