

PERU BOARD OF SELECTMEN MEETING
Town Hall Community Center, 3 EAST MAIN RD
Monday, June 30, 2025 @ 6:00pm

1. Call to order
2. Selectboard Roll Call
3. State recording status
4. Pledge Alliance to the Flag
5. Discussion and possible vote to reorganize the Board of Selectmen
6. Review and Approve BOS Meeting Minutes for 6-23-25
7. Update from Departments
8. Discussion and possible vote on appointing Kim Leach as Council on Aging Director
9. Discussion with Nate Murphy about mail service issues
10. Public Input
11. Review and Approve accounts payable, Treasury Warrants
12. 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.

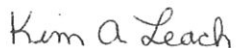
Official posting: Peru Town website: www.townofperuma.com.



Verne Leach, Chairman

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

Posted June 26, 2025 @ 5:00 pm Town Clerk - updated June 27, 2025 @ 8:10am by K.L.



Town Clerk

TOWN HALL 3 EAST MAIN ROAD PERU, MA 01235

SELECT BOARD MEETING MINUTES: June 30, 2025, 6:00 P.M.

Town Hall Community Center

Verne Leach, Chair Selectman
Samuel Haupt, Selectman
Edward Munch, Selectman
Terry Walker, Recording Secretary
Bruce Cullett, Police Chief
Justin Russell, Highway Superintendent
Nanette Mone-Board of Health

Public Attendees: Kim Leach, Caryn Wendling, Nate Murphy

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 recording, Selectman Leach recording for personal reasons under Exemption E, Kim Leach recording

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

Item 5: Discussion and possible vote to reorganize the Board of Selectmen: Selectman Haupt motion to nominate Selectman Leach as the Chairman, Selectman Munch second, 3-0.

Item 6: Review and Approve BOS Meeting Minutes for 6/23/2025: Selectman Leach motion to accept minutes pending changes, Selectman Munch second, 3-0.

Item 7: Update from Departments:

Highway Department:

Superintendent Russell mentioned the Chip Seal on Middlefield Road will take place on July 8th and July 9th. Justin has also ordered the bulletin board for the Swap Shop with the grant. Purchasing a paper dumpster for \$8,350.00 was discussed. The dumpster could be paid for from the recycling grant. This purchase will be placed on next week's agenda.

Police Department:

Chief Cullett did not have anything to report.

EMD

EMD Cullett met with the Board of Health and went over roles and responsibilities during a large-scale events. Tabletop exercise will take place in late fall or early winter.

Building Feasibility Committee:

Bruce Cullett mentioned the committee met last week and would like to meet with the Board of Selectmen on July 14th. The meeting will be held to discuss the feasibility study report and recommendations. TA Walker will email information to the BOS. The cost estimate for renovation is \$4,004,523.00 and estimate for a new town hall is \$6,396,540. (Approximately 4,000 square feet of additional space.)

Finance Committee Chairman:

Bruce Cullett mentioned that the next Finance Committee meeting will be Wednesday, July 9th 6:00 p.m. Bruce also mentioned that he placed the invoice for the UTV trailer on today's warrant. The trailer was paid for with the balance of ARPA funds, EMPG grant and the Fire Association.

Board of Health:

Nanette Mone, Board of Health member requested utilizing Terry Walker as the Board of Health Recording Secretary. The BOH meetings are held once per month. A vote was taken at the last BOH meeting to have Terry Walker as the BOH Recording Secretary, Daryl Darby, yes, Nanette Mone, yes, Peggy White, no. 2-1. The Board of Selectmen agreed that Terry Walker could take minutes for the Board of Health.

Town Administrator:

TA Walker met with the Chairman of the Board of Selectman in the Town of Washington on June 30th and signed the vocational transportation contract. The cost for Dufour to transport students to Smith Vocational, McCann Tech and Taconic totaled \$131,796.00. The cost for Dufour to transport to Smith and Washington to transport to McCann and Taconic totals \$71,964 a savings of \$59,532.00. Plus, if we do not have a student attending Taconic transportation for the Town of Peru would be \$62,964. By signing a contract with the Town of Washington, the savings may be \$68,832.00.

DEP Grant for the Swap Shop invoices need to be finalized by 8:00 p.m. tonight, June 30th and emailed to Micaela Guglielmi for reimbursement.

Permiteyes:

Verne mentioned that Town Clerk Leach will be setting up the link on the town website for Permiteyes.

Item 8: Discussion and possible vote on appointing Kim Leach as Council on Aging Director: Kim Leach mentioned that as the Peru Town Clerk she deals with the elderly. As COA Director she plans to distribute food coupons, attend meetings in Hinsdale. She plans to hold hours by appointment. She will be using her home phone number to guide the elderly in the right direction. Selectman Haupt asked if Kim Leach would be holding office hours at the town hall. Kim mentioned that she would list her home number and email address on the town website, live wire or by appointment. She stated that she will hold hours at the town hall if the people are interested. She plans to reach out and get feedback. Kim mentioned that she attended COA activities in the past.

Caryn Wendling was surprised to see Kim Leach on the agenda. Caryn expected some discussion the prior week to place on this week's agenda before they appoint someone. Caryn asked TA Walker if she received a letter of interest from Kim Leach. TA Walker did not receive a letter of interest from Kim Leach for the COA Director position. Selectman Leach stated that he had mentioned Kim Leach's interest in the position at the 6/16 meeting to Selectman Munch and Selectman Haupt. Caryn reiterated the procedure in applying for a position in town is a letter of interest to the Town Administrator. Caryn mentioned that the job was posted for a long time and once the salary was increased a very qualified person was hired for the job.

Caryn had concerns about the following issues:

- Bonny DiTomasso was hired on February 18, 2025.
- March 17th Bonny DiTomasso asked for a key to the front door.
- The minutes reflected that Bonny asked the Board of Selectmen for a key again on April 7, 2025. Selectman Leach mentioned that he wasn't sure if the Town Clerk had extra keys to the front door.

- The minutes reflected that Bonny had TA Walker request a for a key to on April 14th so she could hold hours and do her job.
- Bonny had mentioned that she could not do her job without access to the town copier/fax machine.
- Caryn felt that Kim and Verne Leach were bullying Bonny DiTomasso by not giving her a key and access to the copier /fax machine.
- Caryn felt that the Board of Selectmen made a huge mistake by letting a very capable person go.
- Caryn asked where the separation would be between the Town Clerk and COA Director.
- Caryn asked Kim Leach if she applied for the COA position because the salary doubled. Kim Leach said she did not apply because the salary had doubled.

Kim Leach mentioned:

- Kim mentioned that in the past she had asked Bonny DitoMaso to apply for position as COA Director and Bonny stated that it may be a conflict of interest with her duties as a Shine Counselor.
- Kim stated that Bonny never asked her for a key to the front door
- Kim Leach mentioned she does not need the Town Clerk's office to complete her duties as the COA Director.

Police Chief Cullett mentioned that he witnessed the 3 meetings about providing Bonny with a key to the front door. Chief Cullett mentioned at one of the meetings the BOS agreed to provide Bonny a key to the town hall.. In those meetings, Chief Cullett reminded Selectman Leach that keys were available because he had purchased them from Lock Shop and had previously provided the keys to Town Clerk Leach. Chief Cullett said that it appeared that Selectman Leach attempted to prevent Bonny from getting a key to Town Hall even after the BOS voted to allow it. Chief Cullett hated to see Bonny resign and feels that the Board of Selectmen owe her a public apology and felt that this was a sad situation. Selectman Haupt disagreed. Selectman Haupt stated that Bonny had ample access to the town hall.

Kim Leach asked why this issue came up after she applied for the COA Director position. Selectman Haupt stated that resigning over a key was very unfortunate. Kim Leach asked if she could write her letter of interest during the meeting. Selectman Munch stated that the correct procedure is to email Town Administrator Walker the letter of interest and Kim's letter of interest will be placed on next week's agenda. Kim Leach does not need to attend the next meeting, but Selectman Munch stated that anyone can attend the BOS meetings. Selectman Haupt suggested Kim Leach submit a letter of interest and a detailed list of her qualifications. Selectman Haupt felt that a list of qualifications would be helpful when reading the minutes.

This item was placed on hold.

Item 9: Discussion with Nate Murphy about mail service issues: Nate Murphy – 13 David Drive has a problem with the postal services not delivering packages to his house. He mentioned that UPS and Fedex never have a problem delivering packages to his house and turning around at the at end of his road. Selectman Munch suggested the Board of Selectmen sending a letter to the postmaster in Hinsdale mentioning they have received numerous complaints from many residents that are frustrated by their postal service not delivering packages.

Item10: Public Input: N/A

Item 11: Review and Approve accounts payable, Treasury Warrants: V26A-2025.

Item 12: Adjourn: Selectman Leach made a motion to adjourn the 6/30/2025 BOS Meeting, Selectman Haupt second, Vote 3-0. The 6/30/2025 BOS Meeting adjourned at 6:58 P.M.

Articles used:

6/23 minutes
Warrant: V26A-2025
Town of Washington Vocational Transportation Contract

Terry Walker
Recording Secretary

Verne Leach, Chairman

Samuel Haupt, Selectman

Edward Munch, Selectman

Date Approved: 7/14/25

Received 7/14/2025, Kim Leach Town Clerk

**AGREEMENT FOR SHARED VOCATIONAL TRANSPORTATION SERVICES BETWEEN
THE TOWN OF WASHINGTON AND THE TOWN OF PERU**

WHEREAS, the Towns of Washington and Peru have students living in their communities who may enroll in the Charles H. McCann Technical School (referred to as McCann) and/or Taconic High School (referred to as Taconic) for the school year 2025-26; and

WHEREAS, it is the desire of the Towns of Washington and Peru to collectively provide roundtrip transportation service to McCann and/or Taconic by entering into this joint service agreement; and

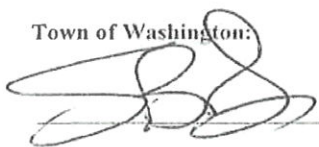
WHEREAS, Chapter 40, Section 4A of the Massachusetts General Laws, as amended, allows Chief Executive Officers of towns to enter into agreements with one or more other towns to perform joint activities or undertakings which any one of them is authorized by law to perform;

NOW THEREFORE, in consideration of the mutual benefits to be derived by the parties hereto, the Towns of Washington and Peru enter into this Agreement as follows:

- 1) **Term of Agreement:** This Agreement will run for a period of one (1) year, defined as the duration of the 2025-26 school year, subject to the Agreement being sooner terminated or extended as herein provided. Either town may withdraw upon sixty (60) days written notice to the other town and through no fault of the terminating party pursuant to Chapter 40, Section 4A of the MA General Laws, as amended. To the extent applicable, the remaining town shall be reimbursed by the withdrawing town for all services and expenses due under this Agreement.
- 2) **Lead Community:** Washington shall serve as the "lead community" for this service. Notwithstanding, a different town may be designated as "lead community" in any future year, by written amendment to this Agreement. As long as Washington serves as "lead community" under this Agreement, all official reports, correspondence, invoices and other communications are to be directed to and through the Washington Select Board.
- 3) **Access to Records:** Washington, as the lead community, shall keep a written, permanent record of its official proceedings and shall keep full and accurate financial records which shall be open and available to the Town of Peru and by auditors so designated by the respective towns.
- 4) **Contracting Authority:** In accordance with Chapter 7, Section 22B of the MA General Laws, the Town of Washington may enter into and/or cause to be entered into a contract for professional and other services as is necessary to further advance the purpose of the transportation service provided that, for any contract requiring a municipal appropriation, final approval must first be obtained from the Town of Peru acting through the Select Board.
- 5) **Transportation Plan:**
 - a. There is one Peru student and one Washington student attending McCann and zero Peru students and two Washington students attending Taconic. The Town of Washington shall provide transportation for the Peru students to McCann at a rate of \$100/day for each student. The Town of Washington shall provide transportation for Peru students to Taconic should the need for such arise during the 2025-2026 school year at a rate of \$50/day. The monthly fee will change accordingly should the number of Peru students being transported change or the school they attend change. The bus driver will pick up and drop each student at a place of mutual convenience (generally the Peru Fire Station, although this is not guaranteed).
 - b. The payment is due on the first day of each month for that month with the exception of the first payment in September. If school starts in August, the September payment will include any transporting days in August as well as for September. The daily rate paid will cover gas, maintenance, repairs, driver's salary, and any unforeseen expenses related to the bus and its driver (or substitute driver).
 - c. The student(s) shall be pick-up those days school is in session, at 6:45AM and dropped-off at 3:45PM at the Hinsdale Fire Department, located at 95 Maple Street, Hinsdale Ma. 01235.
- 6) **Remedies:** In addition to the remedies, power and authority which each town has as law or under its by-laws, the following remedies apply: If any participating town fails to fulfill any material obligation or condition of this Agreement, the other town shall have the right to suspend the participation by giving sixty (60) days' notice, in writing, of their intent to do so. Upon receipt of such notice, a town shall have the right to prevent suspension by curing the default within thirty (30) days or by undertaking the cure within such time and diligently and continuously pursuing such cure to completion or within any additional time which may be granted, in writing, to the defaulting town.

- 7) **Complete Agreement:** This written Agreement is the totality of the agreement between the Towns of Washington and Peru. No oral or other written agreement exists and this Agreement shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts. This Agreement may be executed in one or more counterparts, each of which when signed, shall be deemed to be original and together shall constitute one and the same Agreement.
- 8) **Severability:** If any provision of this Agreement is declared to be illegal, unenforceable, or void, then all parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Agreement shall be enforced to the fullest extent permitted by law.
- 9) **Liability and Indemnification:** In the performance of this Agreement and to the extent provided by the Massachusetts Tort Claims Act, M.G.L.c.258, each party shall be liable for the acts and omissions of its own employees only and not employees of any other party. Each party agrees to indemnify and hold harmless the other party to this Agreement from liability resulting from the acts and omissions of its own employees in the performance of this Agreement to the extent the indemnifier would otherwise be liable under a direct claim pursuant to M.G.L. c. 258.
- 10) **Governmental Immunity:** By entering into this Agreement, none of the parties have waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

Agreed to and signed by the following representatives of the Towns of Washington and Peru:

Town of Washington:


Name

SELECT BOARD CHAIR

Title

4/30/25

Date

Town of Peru:

Jerry Walker

Name

Town Administrator

Title

6/30/25

Date