

TOWN HALL 3 EAST MAIN ROAD PERU, MA 01235

**SELECT BOARD MEETING MINUTES: September 2, 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  
Bonny DiTomasso, COA Director

Public Attendees:

**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 for 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 7/14/2025, 7/21/2025, 8/4/2025, 8/11/2025 and 8/18/2025:**

Selectman Leach motion to approve 7/14/2025 minutes, Leach motion to approve 7/14,2025 joint meeting, Selectman Munch second, 3-0

Selectman Leach motion to approve 7/21/2025 minutes, pending changes, Selectman Munch second, 3-0

Selectman Leach motion to approve 8/4/2025 minutes, pending changes, Munch second, 3-0

8/11/2025 minutes placed on hold.

8/18/2025 minutes placed on hold.

**Item 6: Update of Departments:**

**Highway Superintendent Russell** mentioned that the Salt Shed Roof needs to be done during the hottest part of the summer. He is anticipating having the roof completed before the end of the fiscal year and mentioned that the cost may go up.

- Justin mentioned that the 2019 International is being worked on. Justin may need help to get it back together.
- LB Corp will be coming back to look at the driveway aprons.
- Highway Superintendent Russell was concerned about the pay scale for hiring a new highway employee. He mentioned that Peru is offering \$24.00 per hour, and all the other towns are offering at least \$30.00 per hour. Justin felt that if the salary was increased the town would be able to hire a qualified candidate. Selectman Munch mentioned that an increase in salary would need a Special Town Meeting vote. Selectman Leach will place this on the agenda for the next meeting.

**Selectman Munch** mentioned that the sign for Bowman Road needs to be corrected. Selectman Leach motion to use the spelling of the family name on the sign, Selectman Munch second, 3-0.

**COA Director, Bonny DiTomasso** presented a monthly update to the BOS. Selectman Haupt was concerned that Bonny was working as a Shine Counselor and also the COA Director. He stated that the government has a site to answer questions regarding Medicare and open enrollment. Selectman Haupt was also concerned that Bonny would provide advice, and the town might receive complaints related to that advice. Selectman Leach mentioned that this could be a liability to the town. Selectman Munch felt that Bonny was trying to make things easier for the public. Bonny mentioned that Adam Frank, Program Manager for Massachusetts Executive Office of Aging and Independence told Bonny that there has never been a conflict of interest for a Council on Aging Director to serve as a Shine Counselor. Bonny also clarified that a Shine Counselor provides unbiased, free and confidential information. Bonny also stated that decisions made by residents are entirely up to them, they are not pressured or influenced by the Shine Counselor. Bonny also stated that she has been working as a Shine Counselor for 13 years and has never had a complaint against her.

**Edward Munch, maintenance:**

Ed mentioned that he is completing a survey of the assessment needs of the town hall, and he is not charging the town for the survey. Ed's list:

- The town needs to purchase a shop vac and filters.
- Ed is also willing to complete the digging to replace septic pipes.
- He is removing the mail slot in entrance door.
- He will be scraping and painting the entrance door.
- A plumber will be hired to fix the hot water in the bathrooms.

Ed mentioned that he is dealing with 40 years of neglect and trying to get everything caught up. Ed felt that the sewer pipe is a top priority before winter.

The BOS approved a credit card for Ed Munch, and he must discuss Treasurer Wendling. Highway Superintendent Russell mentioned that Ed should notify LP Adams that he will be charging to the town hall maintenance account and not the highway department.

**Selectman Haupt:** Sam mentioned that he is a delegate for the Transportation Advisory Committee of the BRPC and asked TA Walker to compile a letter of support. The letter will support the Massachusetts Department of Transportation's (MassDOT) application to the Federal Railroad Administration's (Corridor ID) for the Northern Tier corridor for rail service between Boston and North Adams. Selectman Haupt motion to send a letter of support, Selectman Leach second, 3-0.

**Police Department**

- Chief Cullett mentioned that the bi-annual firearms training will be held on September 27<sup>th</sup>.
- Renuis is upgrading the hardware for CJIS.
- Mass Chief's fall training conference will be held the week of September 15<sup>th</sup>.
- The Bobcat (UTV) has been registered and is being stored at the highway garage. The Emergency management budget account was utilized to pay the balance of outfitting the UTV.

**TA Walker:**

TA Walker mentioned that the town has been awarded \$25,000 from the Woodland Partnership Grant. This grant is for communications upgrade for the Fire Department to purchase five new portable radios to ensure compatibility with digital upgrades to the E911 system. Selectman Leach motion to give TA Walker permission to sign \$25,000 contract and follow through with the close out of the grant. All Selectmen were in agreement.

**Item 7: Discussion and possible vote to sign a Memorandum of Agreement between the Town of Peru and the Berkshire Regional Planning Commission for the Municipal Allocation for Opioid Settlement Funds:** Selectman Leach motion to sign Memorandum of Agreement between the Town of Peru and BRPC for opioid settlement funds, Selectman Haupt second, 3-0. Selectman Leach signed memorandum and TA Walker will email to BRPC

**Item 8: Update on Transfer Station dumpster: Highway** Superintendent Russell does not have the total receipts but will obtain from Treasurer Wendling. Placed on hold.

**Item 9: Discussion and vote to send a letter to Central Berkshire Regional School District Superintendent, Michael Henault, about children on Peru's enrollment list not living in the Town of Peru:** A letter was reviewed by the Board of Selectmen regarding students not living in Peru but the town has been paying their tuition. Selectman Leach mentioned that the school investigated the students in question, and everything looked fine. Chief Cullett stated with school choice these children can attend Central Berkshire School and the town where they reside will pay the tuition. Selectman Munch mentioned that these 4 students have cost the town over \$50,000. Selectman Leach motion to send letter to Superintendent Michael Henault signed by the Board of Selectmen, Selectman Munch second, 3-0. Bruce Cullett Finance Committee Chairman recommends not approving tuition for 4 students that do not reside in Peru. Treasurer Wendling asked if there was any discussion on reimbursement for students not living in Peru.. This will be discussed with Greg Boino, Financial Director at CBRSD.

**Item 10: Discussion and vote to sign contract between Berkshire Humane Society and the Town of Peru for animal shelter services:** Selectman Munch motion to sign the contract between Berkshire Humane Society and the Town of Peru, Selectman Haupt second, 2-0, Selectmen Leach recused himself,

**Item 11: Review and Approve accounts payable, Treasury Warrants, and Payroll warrants: V05-2026:**

**Item 12: Public Input:** Bonny DiTomasso, 33 South Road mentioned that on several occasions she walks through the Dorthy Rice Sanctuary, and she has encountered large dogs. Bonny wants to know if there is a leash law in town. Selectman Haupt instructed Bonny to send an email to the New England Forestry Foundation about the dogs. Selectman Haupt stated that this is not in the town's jurisdiction.

**Finance Committee Chairman Cullett:** Bruce was concerned about two appointed assessors that have several absences on Monday nights. During the last calendar year, there were 20 Assessor's meetings held on Monday nights. One of the assessors attended 11 meetings and the other assessor 15 meetings. Bruce is questioning why they are being paid and not attending meetings. Selectman Leach stated that this was taken into account at the executive session on August 11<sup>th</sup>. Bruce mentioned that one of the assessors was not at the executive session. Selectman Munch stated that the assessors should fill out time sheets like everyone else in town and if they don't show up they shouldn't get paid. Selectman Haupt agreed with Selectman Munch. The assessors will fill out time sheets, be paid hourly for time worked and if they do not show up they will not be paid. Two of the assessors will not work from home and they need to show up for work at town hall. Selectman Munch motion to have assessors adhere to town policy, fill out a time sheet and must show up for work to be paid, Selectman Haupt second, 2-0. Selectman Leach abstained. TA Walker was asked to create a time sheet and inform the assessors about the new procedure. Selectman Leach also asked TA Walker to have Treasurer/Collector Wendling start filling out time sheets.

**Item 13: Adjourn:** Selectman Leach made motion to adjourn the 9/2/2025 BOS Meeting, Selectman Munch second, 3-0. The 9/2/2025 BOS Meeting adjourned at 7:17 P.M.

#### **Articles used:**

Warrant V05-2026

Minutes 7/14/2025, 7/21/2025, 8/4/2025, 8/11/2025, and 8/18/2025

Memorandum Agreement between the Town of Peru and BRPC

Letter to CBRSD Superintendent, Michael Henault, regarding students not residing in Peru

Berkshire Humane Society and the Town of Peru contract

Bonny DiTomasso, COA Director summary of duties in August

TA Walker letter from Woodland Partnership Grant award of \$25,000

Letter to MassDOT Corridor ID program.

*Terry Walker*  
*Recording Secretary*

Verne Leach, Chairman

Samuel Haupt, Selectman

Edward Munch, Selectman

Date Approved: 9/22/25



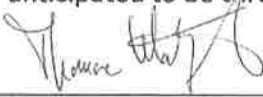
Three horizontal lines with handwritten signatures. The top signature is in blue ink. The middle signature is in black ink. The bottom signature is in black ink and appears to be 'Ed Munch'.

Received 9-24-2025  
Kim Leach ,Town Clerk

**Memorandum of Agreement between the Town of Peru and the Berkshire Regional Planning Commission**

**Municipal Allocation for Opioid Settlements Funds**

- The Berkshire Regional Planning Commission (BRPC) will put to use the funds from the Town of Peru from the Statewide Opioid Settlements reached between the Massachusetts Attorney General and opioid industry participants, as defined in the Abatement Terms from the Attorney General's office.
  - The Town of Peru agrees to turn over the full amount of all settlements funds received while this agreement is in effect, along with settlements funds received prior to the execution of this agreement
- BRPC will put the funds to best use in a timely matter, based on the timeframes established by the settlements and municipal finance law
- BRPC will provide annual reporting to the Attorney General's Office as described in Section V. B of the Abatement Terms.
- BRPC will provide additional reporting to the Town of Peru on an annual basis and as requested.
- The Town of Peru agrees to transfer funds received from the settlement to BRPC within 30 days of receipt of an invoice from BRPC. Electronic payments are acceptable.
- Either the Town of Peru or BRPC may withdraw from this agreement at anytime with 30 days advance written notice. Unused funds will be returned to the Town of Peru.
- This Agreement will remain in place until the settlements funds are no longer available, anticipated to be through 2038.

By:  \_\_\_\_\_

Date: 9/3/25

Thomas Matuszko  
Executive Director, Berkshire Regional Planning Commission

By:  \_\_\_\_\_

Date: 9-2-25

# Town of Peru

Peru, Massachusetts 01235

September 2, 2025

Mr. Michael Henault, Superintendent  
Central Berkshire Regional School District  
254 Hinsdale Road  
Dalton, MA 01227



Re: False claim of residency

Dear Mr. Henault:

It has come to our attention that we believe there may be a false claim of residency for individuals claiming to reside at 35 North Road in Peru to register their children with the Central Berkshire Regional School District. The residence located at 35 North Road has been vacant and uninhabitable since a fire badly damaged the structure in May 2017. Currently, the structure is completely gutted and completely lacks kitchen and bathing facilities (this has been documented by the Peru Board of Health). This residence cannot be considered a permanent place of abode in its current condition.

The Peru Board of Health has **not** issued a temporary camping permit for the property, and the Peru Building Inspector has **not** issued a temporary or permanent certificate of occupancy. The property is currently owned by Martin Becker of Hinsdale, MA.

Nicole and Travis Drosehn have indicated to CBRSD that they and their four school aged children reside at 35 North Road and that this location is their domicile. Given the foregoing, it is apparent that Mr. and Mrs. Drosehn and their four children do not and cannot legitimately reside at 35 North Road, Peru in its current condition.

This unfortunate situation has and will continue to cost the taxpayers of Peru a significant amount of money due to the cost to send three children to CBRSD and one child to Smith Vocational School beginning this school year. In Fiscal Year 2026 alone, this will total approximately \$58,000. We have no interest in preventing the children from attending school this fall, but it would be fiscally irresponsible if Peru continues to foot the bill. Please advise.

Sincerely,

Verne Leach-Chairman

Samuel Haupt

Edward Munch

Town of Peru Selectboard

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on August 1, 2025 (the "Effective Date"), by and between Berkshire Humane Society located at 214 Barker Rd, Pittsfield, Massachusetts 01201 (the "First Party"), and Town of Peru located at 3 East Main Rd, #6 Peru, Massachusetts 01235. (the "Second Party"). First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties".

## 1. MISSION

The partnership on which the Parties are intending to collaborate, has the following intended mission in mind:

Our mission is to ensure the compassionate care, treatment, and placement of companion animals, while promoting and improving the welfare of all animals through education and outreach.

## 2. PURPOSE AND SCOPE

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties, and which may be related to the partnership.

## 3. OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain responsible pet ownership. Berkshire Humane Society will house stray dogs for the Town of Peru until claimed or for 7 complete days, whichever comes first. We will house for the State required amount of time @ \$40 per day. If the dog is not claimed after 7 days, then the dog will become property of Berkshire Humane Society and will invoice the town of Peru for 7 days of boarding. Berkshire Humane Society will maintain a product and/or service that meets or exceeds all business and industry standards.

## 4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Any Party may decide not to proceed with the partnership contemplated herein for any or no reason. A binding commitment with respect to the partnership described herein will result only from execution of definitive agreements, subject to the conditions contained therein. Notwithstanding the two preceding sentences of this paragraph, the provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties.

The following are the individual services that the Parties are contemplating providing for the partnership.

Berkshire Humane Society shall render and provide the following services that include, but are not limited to:

Berkshire Humane Society is being contracted to provide housing for the stray dogs of Peru. We will charge the town \$40 per day. If owner comes forward, Berkshire Humane Society will notify the ACO of ownership. Berkshire Humane Society will not charge fines or fees to said owner.

Berkshire Humane Society will be available to receive dogs 7 days a week between the hours of 8am and 6pm.

Court or Cruelty cases will be handled on an individual case-by-case basis. This will not be part of the contract.

There is no charge for receiving cats, nor will there be a required holding period.

Town of Peru shall render and provide the following services that include, but are not limited to: Advertising the lost canine for the 7 days.

The second party will make sure that the submitted invoice will be paid within 30 days.

#### 5. TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of 1 year from the Effective Date and maybe extended upon written mutual agreement of both Parties.

#### 6. CONFIDENTIALITY

The Parties will treat the terms of this MOU, and the documents submitted herewith, in the strictest of confidence, and that such terms will not be disclosed other than to those officers, representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

#### 7. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

#### 8. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

**9. NOTICE**

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

**10. GOVERNING LAW**

This Memorandum shall be governed by and construed in accordance with the laws of the State of Massachusetts.

**11. AUTHORIZATION AND EXECUTION**

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Berkshire Humane Society and the Town of Peru and shall be effective as of the date first written above.

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(First Party Signature)  
Berkshire Humane Society  
214 Barker Rd  
Pittsfield, Massachusetts  
01201

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(Date)

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(Second Party Signature)  
Town of Peru  
3 East Main Road  
Peru Ma 01235

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(Date)

## Town Administrator

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**From:** COA Director  
**Sent:** Tuesday, September 2, 2025 11:52 AM  
**To:** Sam Haupt; Select Men; Ed Munch; Town Administrator  
**Subject:** August COA Summary

Good Afternoon,

This is a summary of my COA efforts during August.

Residents Served: 29

Hours Provided: 36.50

Support provided:

- 24 Farmer's Markets Coupons distributed ( including 4 additional coupons obtained after the initial 20 were allocated)
- Housing Application follow-up, Assistance with Lease Documentation, Coordinated of Moving Support
- SNAP Application assistance
- HEN Application Assistance
- Fraud Prevention Seminar Attended

Bonny DiTomasso  
*Peru Council on Aging Director*  
*3 East Main Road*  
*Peru, MA 01235*  
*413-446-0735*

Office Hours:  
Tuesdays 10 am-1pm and by appointment



*The Commonwealth of Massachusetts*  
*Executive Office of Energy and Environmental Affairs*  
*100 Cambridge Street, Suite 900*  
*Boston, MA 02114*

Maura T. Healey  
GOVERNOR

Kimberley Driscoll  
LIEUTENANT GOVERNOR

Rebecca L. Tepper  
SECRETARY

Tel: (617) 626-1000  
Fax: (617) 626-1081  
<http://www.mass.gov/eea>

August 21, 2025

Terry Walker  
Town Administrator  
3 East Main Road  
Peru, MA 01235

Re: Fire Department Emergency Communications Upgrade Project,

Dear Terry Walker:

I am pleased to confirm that the Fire Department Emergency Communications Upgrade Woodlands Partnership Implementation Grant proposal has been awarded \$25,000 in grant program assistance.

Please complete the project and submit all reimbursement requirements **by June 30, 2026** to ensure reimbursement is successfully processed. If you anticipate difficulties in meeting this deadline, please contact me immediately at (857) 330-1978 or at [vanessa.farny@mass.gov](mailto:vanessa.farny@mass.gov). **Costs incurred after June 30, 2026 cannot be reimbursed.**

**Conditions of award**

The Peru's reimbursement is contingent upon satisfactory completion of the following:

1. Adherence to all contract specifications including the purchase of 10 multi-band portable radios that will be E-911 Compatible.
2. Submission of a billing form and documentation of all expenses incurred.

**Next steps**

Sign and return the following forms as soon as possible, and not later than December 1, 2025:

- **State Standard Contract.** This document allows our fiscal department to establish an account for your project.
- **Contractor Authorized Signatory Form.** This form is signed by the same individual authorized to sign the contract, with a certified officer to confirm the authority of the contract signatory.

## Town Administrator

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**From:** Farny, Vanessa (EEA) <Vanessa.Farny@mass.gov>  
**Sent:** Thursday, August 21, 2025 8:54 AM  
**To:** Town Administrator  
**Subject:** [EXTERNAL] Woodlands Partnership Grant  
**Attachments:** Peru Award Letter.pdf; Peru Contractor Authorized Signatory Listing.pdf; Peru Standard Contract Form.pdf

Hello Terry,

I'm pleased to confirm the award for the Town's Woodland Partnership grant for \$25,000 has been approved! I'm providing an award letter and contract for your review. If acceptable, please send a scanned copy of the contract and authorized signatory form at your convenience. I will be on vacation next week through Sept. 5<sup>th</sup>, but will follow up just as soon as I return.

In the meantime, please postpone sharing this news publicly until the Governor's Office issues a press release.

Feel welcome to call if you have questions.

Vanessa

***Vanessa Farny***

Forest & Land Grant Program Manager  
MA Division of Conservation Services  
(857) 330-1978

September 2, 2025

The Honorable Sean Duffy  
Secretary of Transportation  
U.S. Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, DC 20590

Dear Secretary Duffy,

On behalf of the Town of Peru we are writing in strong support of the Massachusetts Department of Transportation's (MassDOT) application to the Federal Railroad Administration's *Corridor Identification and Development (Corridor ID) Program* for the Northern Tier Corridor. MassDOT is seeking \$500,000 to advance planning for expanded intercity passenger rail service between Boston and North Adams.

Passenger rail service west of Fitchburg ended in 1958, leaving many Northern Tier communities with limited transportation options and barriers to economic growth. Federal and state investments in recent years, including the Wachusett Commuter Rail Station and the Westminster layover facility, demonstrate the corridor's potential. Corridor ID funding will build on this progress, moving the project from concept to construction and ultimately delivering safe, reliable, and sustainable passenger rail service.

Expanding passenger rail service along the Northern Tier will improve regional connectivity, strengthen local economies, and provide affordable travel options for visitors and residents. This initiative aligns with USDOT's priorities by investing in underserved communities and creating transformative infrastructure that benefits families, workers, and businesses.

We urge the Federal Railroad Administration to fully fund this proposal, as it will be a game-changer for the rural areas of Western Massachusetts.

Sincerely,

Samuel Haupt-Selectman

Town of Peru