

TOWN HALL 3 EAST MAIN ROAD PERU, MA 01235

**SELECT BOARD MEETING MINUTES: December 26, 2023, 6:00 P.M.**

Town Hall Meeting Room

Verne Leach, Chair Selectman/ACO  
Doug Haskins, Selectman/Finance Committee  
Ed Munch, Selectman  
Justin Russell, Highway Superintendent  
Valerie Bird, Board of Health  
Daryl Darby, Board of Health  
Mike Fredericks, Conservation Commission  
Peggy White, Board of Health  
Bonny DiTomaso, School Committee  
Katie Boucher, School Committee

Public Attendees: Heather Brooks, Casey Hopkins, Logan Brooks

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

**Item 2: Roll Call:** Chairman Leach present, Selectman Haskins present, Selectman Munch present

**Item 3: State Recording status:** Board of Selectmen

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

**Item 5: Review and Approve BOS Meeting Minutes for 12/11/2023, 12/19/2023**

Selectman Leach motion to place on hold 12/11/2023 and 12/19/2023 minutes, Selectman Munch second, 3-0

**Item 6: Update of Departments:**

- Highway Superintendent Russell mentioned that the State Award, Fair Share, for Chapter 90 distribution for Peru is \$94,180. Chapter 90 has a total of \$645,944 and on July 1<sup>st</sup> an additional \$142,000. The total at that time will be in excess of \$787,000. Superintendent Russell will start reviewing roads in need of repair for next year. He should have bids out by March 2024.
- Superintendent Russell mentioned that the Gravel Roads budget is nearly depleted because of rain during the summer and fall.
- Superintendent Russell mentioned that he would like to purchase a used plow for the loader for \$4,000 from Crane and Company. Superintendent Russell mentioned paying for the plow with ARPA funds. Selectman Leach said using ARPA funds was not a good option. Selectman Haskins suggested using Snow Roads Appropriation. Selectman Haskins motion to purchase plow and use Snow Roads appropriation, Selectman Leach second, 3-0.

**Item 7: Discussion with the Board of Health on Campers and RV's parked on lots:**

Peggy White, Board of Health, read a letter that was emailed to the Board of Selectmen. (see attachment). Ms. White mentioned she also had copies of bylaws from other towns regarding campers and RV's parked on lots. The Board of Health is proposing a bylaw similar to the junk car bylaw. Ms. White mentioned that when Planning Board Chairman Haupt was approached by Jim Kenney-Conservation Commission member, Mr. Haupt was reluctant about adopting a bylaw. Planning Board Chairman Haupt stated he had not received guidance from the Board of Selectmen and he cannot move forward unless he gets encouragement from the Board of Selectmen. Selectman Leach asked if there are state regulations for parking Campers and RV's on private property. Valerie Bird, Board of Health agent mentioned that the state does not regulate campers and RV's on private property and this is regulated under the Building Department.

Ms. Bird would like to institute a 90 day time limit for Campers- from June 1<sup>st</sup> until September 15<sup>th</sup> which is non heating season. Selectman Leach about hunting season and hunters using their campers after September 15. Ms. Bird was concerned about the septic systems for campers and RV's and tight tanks should be pumped regularly. Selectman Haskins mentioned a few years ago the bylaws were reviewed, the Board of Selectmen held informational meetings, made changes to the bylaws and at Annual Town Meeting the bylaws were voted down. Ms. White felt that a very comprehensive package presented by the Board of Health should be in place for the townspeople to vote at ATM. Ms. White mentioned that some town bylaws outlaw campers. Ms. White mentioned that the Town could start a campground for all Campers and RV's similar to the Town of Becket. Selectman Haskins stated that if trailers and RV's are unregistered the town bylaw allows one unregistered vehicle on private property. Selectman Munch stated that the owner has the right to have one unregistered vehicle on their property 365 days per year. The BOS agreed that if someone has a registered camper in their yard the town cannot make them remove their camper. Selectman Munch stated that the town will run into problems if this bylaw is not written correctly. Ms. Bird mentioned she went with Tim Sears, Building Inspector, and Jesse Pelkey, Fire Chief to inspect a Camper and the owner provided septic pumping records. Ms. White reiterated that the Planning Board wants guidance from the Board of Selectmen on drafting the Camper and RV bylaw. Selectman Haskins mentioned that the bylaw must be sent to KP Law - legal counsel. Selectman Munch mentioned that the Planning Board will be asked to research and draft a by law and then the Planning Board will come back to the Board of Selectmen for discussion. Selectman Haskins suggested having a Planning Board meeting and the Planning Board can begin drafting a bylaw. Selectman Haskins will meet with Planning Board Chairman Haupt to let him know the process. Selectman Leach will place Planning Board Chairman Haupt on the agenda when he is ready with the bylaw draft.

**Item 8: Discussion and possible vote on KP Law Professional Conduct Rule 1.7 pertaining to Central Berkshire Regional School District Agreement:** Selectman Leach motion to approve and sign Central Berkshire Regional School District agreement, Selectman Haskins second, 3-0.

**Item 9: Review and discussion on CBRSD agreement being put on the Annual Town Meeting Warrant for 2024:** Selectman Leach questioned a shorter version for the Annual Town Meeting Vote. Selectman Munch asked Ms. DiTomasso if the school would provide verbiage for the ATM Warrant. Selectman Munch placed on hold until TA Walker is present. Bonny DiTomasso will email to BOS and TA when the verbiage is ready which should be 45 days prior to Annual Town Meeting. Selectman Munch asked Katie Boucher and Bonny DiTomasso if this was a good agreement. Katie Boucher felt that the revised agreement was very fair and all 7 towns will benefit. The new agreement would be specific to the cost when a town leaves the district, OPEB which is towns having to pay towards retirees etc.. The new agreement would hold the towns liable for Capital Costs and retirement if they leave the district. Ms. DiTomasso will email Selectman Leach, Selectman Haskins and TA Walker. Selectman Munch does not want to give out his personal email to Ms. DiTomasso. Selectman Munch will have TA Walker email him all necessary paperwork.

**Item 10: Discussion on Permit Eyes setup and software:** Selectman Leach placed on hold because Fire Chief Pelkey was not present, and they did not have any information regarding the new invoice for Permit Eyes.

**Item 11: Review and Approve Accounts Payable, Treasury Warrant, Payroll Warrant:** 24-13P, V13-2024

**Item 12: Public Input:**

Logan Brooks, 1 East Main Road, mentioned that on 11/13/2023 a fire occurred at his house. An electrical wire slipped out of the hardware on his house. This caused 240 volts throughout the entire house which resulted in four power strips catching fire. The Hinsdale fire department arrived at the scene and the high voltage destroyed the furnace and a computer. Logan Brooks contacted Eversource and Eversource stated that it is not their fault it is the fault of improper hardware being used by the contractor. Contractor Springfield Electric said they have inspection paperwork where their work passed inspection by Electrical Inspector, Peter Yetman and it is no longer their issue. Peter Yetman, Electrical Inspector, inspected the work and signed off on the permit. Logan Brooks mentioned that the fire occurred from the

connection to the panel where the wire is connected to house and a had a photo to explain the issue. Selectman Munch asked if Electrical Inspector, Peter Yetman had improperly inspected job. Logan Brooks asked if Electrical Inspector could be placed on the agenda for Tuesday, January 16<sup>th</sup> to discuss the issue. Selectman Munch felt that this is not a Board of Selectmen's issue. Selectman Haskins felt that Peter Yetman should be brought in to discuss the issue and give Mr. Yetman a chance to respond. Selectman Haskins mentioned that Logan has all the information from all parties involved. Board of Selectmen agreed that Logan Brooks email Electrical Inspector, Peter Yetman and the BOS regarding this issue. Selectman Munch agreed to follow proper steps and then Town Counsel will be contacted. Selectman Leach mentioned that Logan Brooks be upfront with Electrical Inspector, Peter Yetman and tell him came to the Board of Selectmen with the issue. Since the incident, Logan Brooks felt that the fire could possibly be a safety hazard. The BOS suggested having an electrician come to the house and do a safety check. Logan Brooks was asked to cc Board of Selectmen and Town Administrator Walker to keep everyone informed.

Highway Superintendent Russell mentioned after paving Route 143 there are water drainage issues. Supt. Russell has called an engineer from MassDOT to evaluate the water issue.

Superintendent Russell mentioned a co-op program for next summer and hire Brody Webster who attends Smith College. MassDOT will reimburse the town up to minimum wage as part of a work study vocational program. Supt. Russell mentioned that according to MIIA, Baystate Roads and MassDOT the town can hire an individual under 18 years old. Supt. Russell mentioned that there is ample money in the Summer Help account and Brody can start working April 2024.

Selectman Leach wanted to know the protocol about scanning invoices to the Accountant. Jim Kenney and the Town Clerk were inquiring if they scan invoices or give their invoices to TA Walker.

**Item 13: Adjourn:** Selectman Leach made motion to adjourn the 12/26/2023 BOS Meeting, Selectman Haskins second, Vote 3-0. The 12/26/2023 BOS Meeting adjourned at 7:43 P.M.

**Articles used:**

Warrant 24-13P, V13-2024

KP Law Professional conduct Rule 1.7

CBRSD agreement for ATM 2024

Award letter Fair Share

Photo of Logan Brooks electrical fire at 1 East Main Road

*Terry Walker*

*Town Administrator*

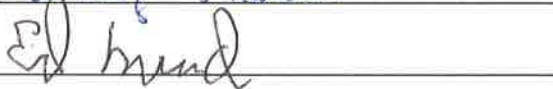
Verne Leach, Chairman



Doug Haskins, Selectman



Ed Munch, Selectman



Date Approved: 1-8-24



*The Leader in Public Sector Law*

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December 8, 2023

**Timothy D. Zessin**  
tzessin@k-plaw.com

BY ELECTRONIC MAIL

Hon. Verne Leach  
and Members of the Select Board  
Peru Town Hall  
3 East Main Road, Suite 107  
Peru, MA 01235

Re: Determination and Consent Pursuant to Massachusetts Rules of Professional Conduct,  
Rule 1.7 – Central Berkshire Regional School District Agreement

Dear Members of the Select Board:

The Town of Becket has asked our office to review and provide legal advice regarding proposed revisions to the Central Berkshire Regional School District (“CBRSD”) Agreement. As you may know, this firm also represents the Towns of Windsor, Dalton, Hinsdale and Peru, who are members of the CBRSD.

Our relationship with these Towns creates interests that require disclosure pursuant to the Rules of Professional Conduct of the Massachusetts Bar, which mandate that we obtain the express permission of the Appointing Authority of each of our client towns/cities before we can represent a client in a matter that could potentially be adverse to the interests of another client. The purpose of this letter is to make such disclosure and to request that you determine whether you will permit such representation. In addition, while the State Ethics Commission has determined that KP Law, P.C. and its individual attorneys are not “municipal employees” pursuant to the Conflict of Interest Law, we provide this letter to dispel any appearance of a conflict on the firm’s behalf in this matter.

MULTIPLE REPRESENTATION DISCLOSURE

The representation of multiple clients is regulated under the Massachusetts Rules of Professional Conduct. The relevant provision, Rule 1.7, states that an attorney may not represent multiple clients if the interests of one client are directly adverse to those of another client, or if his representation of one client may be materially limited by his responsibilities to another client or his own interests. If, however, the attorney reasonably believes that the representation will not be adversely affected and each of the clients consents after consultation, the attorney may represent the client in such a situation.

Hon. Verne Leach and  
Members of the Select Board  
December 8, 2023  
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DETERMINATION

It is our belief that our position as Town Counsel for Windsor, Dalton, Hinsdale and Peru, for the purposes and under the conditions described in this letter, does not create a concurrent conflict of interest and will not affect the exercise of our independent professional judgment on behalf of Becket with regard to the Agreement or any other matter. It is our further belief that even if a conflict exists, our ability to provide competent and diligent representation to the Town of Becket will not be negatively impacted by our role as Town Counsel for Windsor, Dalton, Hinsdale or Peru in this matter. The only risk I would note would be in the event that negotiations over the Agreement or any matter related to the Agreement breaks down between the parties, to the point where one municipality seeks legal redress from the other. Under these circumstances, KP Law, P.C. would likely have to cease representing all parties with regard to the Agreement. It is, however, for you to determine, as the Appointing Authority, whether the representation described herein will not impair the integrity of this firm's services to Peru.

Accordingly, I request that you, as Appointing Authority, consent to our representation of the Town of Becket notwithstanding that the firm also serves as counsel to the Towns of Windsor, Dalton, Hinsdale and Peru. Should you so consent, I ask that you sign the enclosed determination as required by the Rules of Professional Conduct. Please sign the two originals provided, return one copy to this office, and retain one copy for your records.

If you have any questions, please do not hesitate to contact me. Thank you for your consideration.

Very truly yours,



Timothy D. Zessin


TDZ/  
Enc.

DETERMINATION

It is determined, pursuant to Rule 1.7 of the Massachusetts Rules of Professional Conduct, that the Peru Select Board consent to KP Law, P.C. representing Windsor with regard to the Central Berkshire Regional School District Agreement, as disclosed in a letter to the Town dated December 26, 2023, notwithstanding that KP Law, P.C. also serves as Town Counsel for the Town of Peru.

TOWN OF PERU,  
By its Select Board

Dated: 12-26-23



Douglas A. Hasler

Edward F. Brunich



## CENTRAL BERKSHIRE REGIONAL SCHOOL DISTRICT

254 Hinsdale Road • P.O. Box 299 • Dalton, Massachusetts 01227-0299  
Administrative Offices (413) 684-0320 or 684-0325  
Business Office (413) 684-1792  
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LESLIE BLAKE-DAVIS  
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Director of Finance and Operations  
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October 23, 2023

Dear Select Board Members,

Over the past year the District has embarked on an intensive effort to update and revise the Regional Agreement between the 7 Member Towns. We have done so in collaboration with the Massachusetts Association of Regional Schools (MARS) and representatives from each of the member towns. It has been a rewarding and collaborative process. First and foremost, we would like to acknowledge the efforts of this subcommittee. Your representatives did an outstanding job getting us to the point where we are ready to move forward with the review process. The guidance MARS provided ensured our current updated document is in compliance with DESE legal as well as Massachusetts General law.

At this point, the CBRSD School Committee has had an opportunity to provide feedback and a legal review of the revised regional agreement. Next steps include a review by each of the member town select boards as well as a review by your legal counsel. This needs to occur prior to our final submission to the Massachusetts Department of Elementary and Secondary Education Department (MA DESE). Following these steps, the CBRSD School Committee will conduct a final vote of approval. Lastly, the revised agreement will be submitted to the towns for a vote at the spring town meetings.

Our intention is to complete this process by April 1 so it is ready for your 2024 town meetings. As such, if you could complete both a board and legal counsel review by January 1, 2024, we would greatly appreciate it. If you have questions regarding the content, the members of the Regional AdHoc Committee as well as CBRSD administration are available for support.

Our goal is to continue to provide a high-quality educational experience for all Central Berkshire students by having an agreement that is fair and equitable. Thank you ahead of time for always putting the best interests of our students first!

Sincerely,

Leslie Blake-Davis  
Superintendent

Rich Peters  
CBRSD School Committee Chair

CC: School Committee  
Regional Ad Hoc Committee

The Central Berkshire Regional School District does not discriminate on the basis of race, religion, color, age, gender, national origin, disability, homelessness, sexual orientation, gender identity or veteran status. Equal Opportunity Employer.

**Agreement Between the Towns of  
Becket, Cummington, Dalton, Hinsdale, Peru, Washington and Windsor, Massachusetts  
With Respect to a Regional School District**

This Central Berkshire Regional Agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts (M.G.L.), as amended, between the Towns of Becket, Cummington, Dalton, Hinsdale, Peru, Washington, Windsor, hereinafter sometimes referred to as the member towns. This Agreement supersedes in its entirety the Agreement between the member towns forming the Central Berkshire Regional School District originally dated January 2, 1958, as amended. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

**SECTION I. TYPE OF REGIONAL SCHOOL DISTRICT**

The Regional School District (herein after sometimes referred to as District) shall be comprised of all grades from prekindergarten through grade twelve. The Regional School District Committee (herein after sometimes referred to as Committee) is hereby authorized to establish and maintain state-aided vocational education, acting as trustees therefor, in accordance with the provisions of M.G.L. c. 74, and acts amendatory thereto or dependent thereon if the Committee deems it desirable.

**SECTION II. THE REGIONAL DISTRICT SCHOOL COMMITTEE**

A. Composition & Election

1. The powers and duties of the District shall be vested in and exercised by the Committee. The Committee is established by this Agreement and shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this Agreement, and such other additional powers and duties as are specified in Sections 16 through 16 I, inclusive, of M.G.L. Chapter 71 and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.

The Committee shall consist of fifteen members to be elected by all of the voters of the District, voting in a District-wide election with residency requirements to be held at the biennial state elections. The term of office of each Committee member shall be four years and thereafter, until their respective successors have been duly elected and qualified.

Seven members of the Committee shall at all times be residents of the Town of Dalton; two members of the Committee shall at all times be residents of the Town of Hinsdale; two members of the Committee shall at all times be residents of the Town of Becket; and the remaining members of the Committee shall consist of four persons, one of whom shall at all times be a resident of each of the Towns of Cummington, Peru, Washington and Windsor. There will be staggered terms for Committee elections so that seven members will be elected in a given year and eight members will be elected in the next biennial election. In 2022, four members from Dalton, one from Becket, one from Cummington, and one from Hinsdale were elected. At the next biennial election in 2024, three members from Dalton, one from Becket, one from Hinsdale, one from Peru, one from Washington, and one from Windsor will be elected. This pattern will continue in subsequent elections.



2. Vacancies which occur on the Committee shall be filled by the remaining members of the Committee, and the appointee filling such vacancy shall serve the unexpired portion of the term. The Committee shall post the vacancy and copies shall be provided to the clerks of the appropriate member towns for posting. The posting shall identify the town in which the successor member must reside and the manner in which to submit interest in the position. The Committee will interview candidates and vote to fill the vacancy at its next meeting after thirty (30) days of the posting date.

3. The members of the Committee incumbent on the effective date of this provision shall hold office until the year in which their terms would ordinarily expire and until their successors have been elected and qualified, as herein provided.

#### B. Nominations

Nominations for membership on the Committee shall be made in accordance with all the procedures prescribed by M.G.L. Chapter 53, Section 122, as from time to time amended, and other pertinent provisions of law.

#### C. Organization

Annually, at their first regular meeting following the first Tuesday next after the first Monday in November, the Committee shall organize and choose by public ballot a chair and vice chair from among its own membership as well as a secretary who may or may not be from among its own membership.

#### D. Quorum

A quorum for the transaction of business shall consist of a majority of the Committee, but a lesser number may adjourn.

### **SECTION III. LOCATION/LEASE OF SCHOOLS**

#### A. Location of Schools

The senior high school and the middle school shall be located in the Town of Dalton. The location of the schools referred to in Section III B is hereby confirmed so long as such schools remain open. Any new District school constructed for the purpose of accommodating pupils principally from one town shall be located in that member town. Any new District school constructed for the purpose of accommodating pupils principally from two or more, but less than all, of the member towns shall be located in one of such towns. Before determining the location of any new District school, the Committee shall determine the town or towns principally from which such school is to accommodate pupils.

#### B. Lease of Schools

The District is hereby authorized to lease from the member towns the respective premises and buildings listed below:

- i. The Town of Becket - The Becket Washington School
- ii. The Town of Dalton- The Craneville School
- iii. The Town of Hinsdale - The Kittredge Elementary School

Each of the leases authorized above shall be for a maximum term of twenty years. Each of the leases shall

contain a provision for the extension of the term thereof for an additional term not in excess of twenty years, renewable at any time during the term, at the option of the Committee. Each of the leases shall contain provisions authorizing the District to insure, repair, improve, alter, remodel, or modernize any of the leased buildings. The Committee will have general charge and superintendence of the leased schools. No rental shall be charged to the District by any of the member towns. Each lease involving a member town shall be on such other terms as may be determined by the Select Board thereof and the Committee, who shall execute the lease for the member town and the District, respectively.

#### **SECTION IV. BUDGET**

##### **A. Tentative Maintenance and Operating Budget**

The Committee shall prepare a tentative operating and maintenance budget for the ensuing fiscal year, including therein provision for any installment of principal or interest to become due in such fiscal year on any bonds, notes, or other obligations of the District and any other capital costs to be apportioned to the member towns in such fiscal year.

In February, prior to the public hearing, the District shall hold a budget roundtable meeting for the member towns. The District will hold a public hearing on the proposed tentative budget. The proposed tentative budget will be available for review on the District website and a copy will be available in each member town hall.

##### **B. Final Maintenance and Operating Budget**

Following the public hearing on the tentative budget, the Committee may make any such modifications to its tentative budget as it may deem necessary or desirable. The Committee shall adopt an annual maintenance and operating budget by a two-thirds vote of all of its members for the ensuing fiscal year (M.G.L. c. 71, § 16B) not later than forty-five days prior to the earliest date on which the business session of the annual town meeting in any member town is to be held, (M.G.L. c. 71 § 16 (m)) but in no event later than a date required by applicable Massachusetts Laws and Regulations, provided that said budget need not be adopted earlier than February 1. Said annual maintenance and operating budget shall include debt and interest and any other capital costs, and the said Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Sections V, D and V, E. The amounts so apportioned to each member town shall be certified by the District Treasurer to the treasurers of the member towns within thirty days from the date on which the annual maintenance and operating budget is adopted by the Committee, and each member town shall call a vote, at the next annual town meeting, to appropriate the amounts so certified to it. The District budget, as adopted by vote of the Committee, is subject to two-thirds of the member towns voting to for approve the budget (MGL Ch 71, § 16B). If a budget is not approved by the member towns, the District shall follow the process to approve a final budget as stated in M.G.L. Chapter 71, Section 16B, as amended.

#### **Section V. APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT**

##### **A. Classification of Costs**

For the purpose of apportioning costs to be submitted by the District to the member towns for approval, costs shall be divided into two categories: capital costs and operating costs.

##### **B. Capital Costs**

Capital costs shall include all expenses in the nature of capital outlay as provided in the School Finance Regulations (603 CMR 10.00) such as the cost of acquiring land, the cost of constructing, reconstructing or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, including without limitation the cost of original equipment and furnishing for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes or other obligations issued by the District to finance capital costs.

#### C. Operating Costs

Operating costs shall include all costs not included in capital costs as defined in Section IV, B but including interest on temporary notes issued by the District in anticipation of revenue.

#### D. Apportionment of Capital Costs

Capital costs, including debt service on bonds or notes issued by the District to finance capital costs, with respect to any particular school, shall be apportioned on the basis of each member town's pupil enrollment in such school. Each member town's share shall be determined by computing the ratio which its pupil enrollment in such school on October 1 of the year next preceding the year for which apportionment is made bears to the pupil enrollment from all the member towns in such school on that date. If there is no enrollment in such school on the aforesaid October 1, capital costs with respect thereto shall be apportioned on the basis of the last preceding apportionment thereof. Capital costs with respect to a new school in which there was no pupil enrollment on October 1 of the year preceding the year for which the apportionment is made or on any prior October 1 shall be apportioned on the basis of the number of pupils from each member town which such school is intended to accommodate as determined by the Committee prior to the time when the first apportionment of capital costs on account of such school is made.

In the event of the need to vacate a school for an extended, but temporary, period of time (e.g., due to construction, renovation, or repair) and to temporarily relocate the student population to another school or schools, no capital costs associated with the schools to which they were relocated shall be allocated to the towns whose students were relocated. Those towns will continue to pay capital costs according to Section D. for the vacated school.

#### E. Apportionment of Operating Costs

Operating costs, not including transportation, and not including capital costs pursuant to section IV(B), or debt service, but including interest and principal on revenue anticipation notes, shall be apportioned to member towns using the statutory assessment method, as defined in 603 CMR 41.01. Each member town's minimum local contribution portion of the District's net school spending, as defined by M.G.L. c. 70, § 2, that exceeds the total required local contribution for all member towns shall be assessed by computing the ratio which the sum of the pupil enrollment of a member town, as determined by the enrollment of students in said schools each October 1 of the current fiscal year and the preceding four years, bears to the sum of the enrollment of students for the district schools, as determined by the students enrolled in said schools each October 1 of the current fiscal year and

preceding four years.

Costs for transportation shall be assessed by computing the ratio which the sum of the pupil enrollment of a member town, as determined by the enrolled students in said schools each October 1 of the current fiscal year and the preceding four years, bears to the sum of the enrolled students for the district schools, as determined by the number of students enrolled in said schools each October 1 of the current fiscal year and preceding four years.

#### **F. Times of Payment of Apportioned Costs**

Each member town shall pay its proportionate share of the capital and operating costs to the District each year in four equal installments not later than the fifteenth day of the month in August, December, and February and the first day of June of each year. If a member town does not make payment by the due date, said town shall be liable for the full amount due plus accrued interest, at the Massachusetts Municipal Depository Trust short term bonds rate effective on the date payment was due, times the number of days delinquent, to the District.

#### **G. Application of State Grants**

Any school construction grants received by the District from the Commonwealth, including reimbursement received under the provision of M.G.L. c. 70B. as amended, shall be applied only to the payment of capital costs as defined in Section V. B. of this Agreement.

### **SECTION VI. INCURRING OF DEBT**

The Committee may vote to incur debt consistent with the terms and conditions of M.G.L. c. 71, Section 16. At the time of taking action to incur debt, and except for the incurring of debt in anticipation of revenue, the Committee, shall follow the process that appears in subsection (d) of M.G.L. c. 71, Section 16, unless by a two-thirds (2/3) vote the Committee chooses to follow the process that appears in subsection (n) of M.G.L. c. 71, Section 16.

### **SECTION VII. TUITION STUDENTS**

The Committee may accept for enrollment in the District pupils from towns other than the member towns on a tuition basis and on such terms as it may determine. Income received by the District from tuition of pupils shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under Section V. E, to the member towns.

### **SECTION VIII. TRANSPORTATION**

Transportation to and from school shall be provided by the District to enrolled students K-12 according to Massachusetts General Law and School Committee policy and the cost thereof shall be apportioned to the member towns based on the total number of enrolled students in each member town as defined in Section V. E.

### **SECTION IX. AMENDMENTS**

#### **A. Limitation**

This agreement may be amended from time to time in the manner hereinafter provided, but **no** amendment shall be made which shall substantially impair the rights of the holders of any bonds

or notes or other evidences of indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

#### B. Procedure

A proposal for amendment may be initiated by a vote of at least three-fourths of the members of the entire Committee, or by a majority vote at an annual or special town meeting of any member town, or by a petition signed by ten percent (10%) of the registered voters of any one of the member towns.

In the latter case, said petition shall contain at the end thereof, a certification by the town clerk of such member town as to the number of registered voters in said town according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said town.

Any proposal for amendment shall be presented to the Secretary of the Committee, who shall mail or deliver a notice in writing to the selectboard of each of the member towns that a proposal to amend this agreement has been received and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition).

The selectboard of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose of an article stating the proposed amendment.

Such amendment shall take effect upon its acceptance by at least three-fourths of all the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid and is subject to the approval of the Commissioner of the Department of Elementary and Secondary Education, hereinafter sometimes referred to as Commissioner.

### **SECTION X. ADMISSION OF ADDITIONAL TOWNS TO THE DISTRICT**

A town or towns may be admitted to the District by an amendment to this agreement adopted in the following manner.

The proposal for amendment shall be initiated by not less than three-fourths of the entire Committee and the proposed amendment shall contain all the terms upon which the town or towns shall be admitted.

The proposed amendment shall specify that the new member town's responsibility for the District's OPEB costs begins upon admission to the District. The calculation used to define OPEB costs for the member towns will be used in the same manner for the new member town, adjusted for the number of years the new town or towns are members of the District.

Further, the proposed amendment shall specify that any previous OPEB responsibilities, and any previous capital debt of the new member town shall not be assumed by the District, unless agreed to otherwise.

Such proposed amendment shall be presented to the Secretary of the Committee who shall mail or deliver a notice in writing to the selectboard of each of the member towns that a proposal to amend this agreement has been received and shall enclose a copy of the proposed amendment. The selectboard in each member town shall include in the warrant for the next annual or a special town meeting called an

article stating the proposed amendment.

The town or towns seeking admission shall be admitted to the District effective at the start of the fiscal year upon (1) acceptance of the amendment by at least three-fourths of the member towns and (2) acceptance by the town or towns seeking admission of the terms of this agreement, as amended and (3) subject to the approval of the Commissioner and (4) provided that all these requisite approvals for the addition of a member town shall be obtained no later than the preceding December 31 to be effective on July 1.

## **SECTION XI. WITHDRAWAL**

### **A. Procedure**

Any member town may, by vote at an annual or special town meeting, petition to withdraw from the District under terms to be stipulated herein and subject to the provisions of Section IX (AMENDMENTS), except as otherwise provided herein,

Thereupon, if three-fourths of the members of the entire Committee approve the proposed withdrawal, the Committee shall draw up and initiate an amendment to the Agreement providing for the withdrawal of the petitioning town. The town seeking to withdraw shall cease to be a member town at the start of the next fiscal year if the proposed amendment is then approved by a vote of the town seeking to withdraw and by a vote of at least three-fourths of the remaining member towns at an annual or at a special meeting called for the purpose, and subject to the approval of an amendment to the Agreement by the Commissioner. An existing member may withdraw from the District provided that all requisite approvals for such withdrawal, including the Commissioner's approval, shall be obtained no later than the preceding December 31 to be effective July 1.

### **B. Limitations**

1. The town seeking to withdraw shall remain liable for any unpaid operating g costs which have been certified by the District Treasurer to the Treasurer of the withdrawing town, including the full amount so certified for the year in which such withdrawal takes effect.
2. The town shall be obligated to the District for its share of Other Post-Employment Benefits (OPEB). In regard to OPEB, the amount owed to the District shall be calculated by an independent, licensed actuary whose appointment shall be agreed to by the District and the withdrawing town. If the parties cannot agree, then the District shall appoint the actuary. The calculation shall be done in accordance with actuarial standards, regulations, and laws. The withdrawing town's share of the District's OPEB liability shall be computed by first calculating the ratio of the withdrawing town's enrollment to the total enrollment of all of the members towns for each of the prior twenty-five years. The withdrawing towns share of the District's liability shall be the average of its ratio of enrollment over the prior twenty-five years. The enrollment used in the calculations shall be students attending District schools on October 1 of the appropriate year.
3. Regarding outstanding capital debt, the said town shall remain liable for its share of principal and interest payments. The town's liability each year going forward is fixed at the percentage in place at the time of withdrawal. The withdrawing town also has the

option to instead make a lump sum payment at withdrawal. That lump sum, depending on the amount, may either reduce or eliminate their future liability for future debt service payments.

4. Limitation and Procedure with no Indebtedness to the District

Any member town may withdraw from the District, without a Committee vote, when its share of the District's bonded and other indebtedness has been paid in full, and it has reached an executed written agreement with the District regarding payment to the District for all OPEB and/or pension liabilities. Any member town whose share of the District's bonded and other indebtedness has been paid in full, and that has reached an agreement with the District regarding OPEB and/or pension liabilities, may withdraw from the District by a majority vote in annual town meeting of that town, said withdrawal to be effective upon the completion of the fiscal year next following the then current fiscal year subject to approval by the Commissioner of Department of Elementary and Secondary Education.

C. Membership of District Committee

Upon the effective date of withdrawal, the terms of office of all members serving on the Committee from the withdrawing town shall terminate and the total membership of the said Committee, as provided in Section II A, shall be decreased accordingly.

D. Deposit of Money Paid by Withdrawing Town

Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon and its share of OPEB costs, shall be used only for such purposes.

**Section XII Review of the Agreement**

The Committee shall, as need arises and minimally every five-years, review the need to establish an ad hoc study group composed of knowledgeable persons to study this Agreement and report to the Committee whether or not any changes to this Agreement might be beneficial in light of prevailing conditions.

**SECTION XIII ANNUAL REPORT**

The Committee shall submit an annual report to each of the member towns consistent with M.G.L c. 71, Section 16 (k).

**SECTION XIV EFFECTIVE DATE OF THIS AMENDMENT**

The foregoing amended Agreement was duly accepted and approved

- 1) by vote of the Central Berkshire Regional School Committee, duly adopted at a meeting of said Committee, duly called and held on \_\_\_\_\_;
- 2) by vote of the Town of Becket duly adopted under Article \_\_\_ of the Warrant at its Town Meeting duly called and held on \_\_\_\_\_; and
- 3) by vote of the Town of Cummington duly adopted under Article \_\_\_ of the Warrant at its Town Meeting duly called and held on \_\_\_\_\_; and
- 4) by vote of the Town of Dalton duly adopted under Article \_\_\_ of the Warrant at its Town Meeting duly called and held on \_\_\_\_\_; and

- 5) by vote of the Town of Hinsdale duly adopted under Article \_\_\_ of the Warrant at its Town Meeting duly called and held on \_\_\_\_\_; and
- 6) by vote of the Town of Peru duly adopted under Article \_\_\_ of the Warrant at its Town Meeting duly called and held on \_\_\_\_\_; and
- 7) by vote of the Town of Washington duly adopted under Article \_\_\_ of the Warrant at its Town Meeting duly called and held on \_\_\_\_\_; and
- 8) by vote of the Town of Windsor duly adopted under Article \_\_\_ of the Warrant at its Town Meeting duly called and held on \_\_\_\_\_; and
- 9) approved by the Commissioner of Elementary and Secondary Education on \_\_\_\_\_.

\_\_\_\_\_  
 Selectboard Chair, Becket Date \_\_\_\_\_

\_\_\_\_\_  
 Selectboard Chair, Cummington Date \_\_\_\_\_

\_\_\_\_\_  
 Selectboard Chair, Dalton Date \_\_\_\_\_

\_\_\_\_\_  
 Selectboard Chair, Hinsdale Date \_\_\_\_\_

\_\_\_\_\_  
 Selectboard Chair, Peru Date \_\_\_\_\_

\_\_\_\_\_  
 Selectboard Chair, Washington Date \_\_\_\_\_

\_\_\_\_\_  
 Selectboard Chair, Windsor Date \_\_\_\_\_

\_\_\_\_\_  
 School Committee Chairperson Date \_\_\_\_\_

\_\_\_\_\_  
 Commissioner of Elementary and Secondary Education Date \_\_\_\_\_





Maura Healey, Governor  
Kimberley Driscoll, Lieutenant Governor  
Monica Tibbitts-Nutt, Secretary & CEO



December 11, 2023

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

Dear Terry Walker,

We are pleased to announce that under the new administration of Governor Maura Healey and Lieutenant Governor Kim Driscoll, a total of \$100 million for Fiscal Year 2024 has been allotted from the Fair Share Amendment to support local infrastructure across the Commonwealth's 351 cities and towns.

Passed by voters in 2022, the Fair Share Amendment requires that revenue raised by the 4% surtax on taxable income over \$1 million be spent on public education and transportation. This apportionment continues to demonstrate the Administration's support in strengthening municipal partnerships and providing financial resources that support transportation improvements at the local level.

**This letter certifies that your community's Fair Share apportionment for Fiscal Year 2024 is \$94,180.00.**

The Fair Share Amendment funds will be distributed to communities using two formulas. The first \$50 million will be distributed using the traditional Chapter 90 formula based on local road mileage (58.33%), population (20.83%), and employment (20.83%). The other \$50 million will be distributed using a formula based on each municipality's share of road mileage.

This apportionment will automatically be incorporated into your existing Chapter 90 contract with MassDOT with no further action by the municipality. Apportionments for all communities are available online at [www.mass.gov/chapter-90-program](http://www.mass.gov/chapter-90-program). Please note that the bill enacting these funds has been signed; the funds are now available for municipal use.

We look forward to working with you in the coming year to continue the success of our municipal partnerships.

Sincerely,

Maura Healey  
Governor

Kim Driscoll  
Lieutenant Governor

Approved UL  
listed "Bare  
Parallel Groove  
Clamp"

