

COMMONWEALTH OF MASSACHUSETTS
STATE ETHICS COMMISSION

SUFFOLK, ss.

COMMISSION ADJUDICATORY
DOCKET NO. **26-0008**

IN THE MATTER

OF

EDWARD MUNCH

DISPOSITION AGREEMENT

The State Ethics Commission (“Commission”) and Edward Munch (“Munch”) enter into this Disposition Agreement pursuant to Section 3 of the Commission’s *Enforcement Procedures*. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, § 4(j).

On February 26, 2026, pursuant to G.L. c. 268B, § 4(a), the Commission initiated a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A, by Munch. On July 29, 2026, the Commission concluded its inquiry and found reasonable cause to believe that Munch violated G.L. c. 268A, §§ 19, 20, and 21A of the conflict of interest law.

The Commission and Munch now agree to the following findings of fact and conclusions of law:

Findings of Fact

1. Munch has been an elected member of the Select Board in the Town of Peru (“Peru” or “Town”) at various times since about 1986. At all times relevant to this

Agreement, Munch was a member of the Select Board.

2. Peru had a population of 814 people at the time of the 2020 United States census.

3. On December 23, 2024, during the public input portion of a Select Board meeting, Munch, in his capacity as a Select Board member, stated that a maintenance person at Town Hall was needed and such a position should be placed on the next Select Board meeting agenda.

4. At the next Select Board meeting, on January 6, 2025, Peru's Chief of Police, who also served as the Chair of Peru's Building Assessment and Needs Committee, presented the Select Board with a recommendation for hiring a maintenance person for Town Hall. During the Select Board's discussion of the recommendation, Munch supported the creation of the position and noted that he would like to apply for the job. When the Select Board placed the matter on hold at the end of the discussion, Munch stated, as a Select Board member, that a maintenance person was needed and he wanted the position to be on the agenda of the next Select Board meeting.

5. At the next Select Board meeting, on January 21, 2025, Peru's Town Administrator provided the Select Board with job descriptions for a maintenance person from the nearby towns of Dalton and Becket. Munch did not recuse himself from the discussion and the matter was again placed on hold for the Town Administrator to draft a job description for the Peru maintenance person position.

6. The Peru maintenance person job description drafted by the Town Administrator was discussed at the March 17, 2025 Select Board meeting. During the

discussion, the Select Board debated whether a maintenance person was needed in Peru and, if so, whether the maintenance person should have set hours. Munch recommended the maintenance person have a set schedule. Munch then placed a hold on the discussion of the maintenance person position until the next meeting when the Select Board would decide the position's salary and hours.

7. The Select Board, with Munch participating, discussed the salary and hours of the maintenance position at its March 24, 2025 meeting. During the discussion, Munch recommended the position be 20 hours per month, at \$20.00 per hour. Another Select Board member motioned to advertise the position with those terms. Munch recused himself from the vote, which was 2-0 in favor.

8. On June 27, 2025, a "Building Maintenance and Grounds Person" position was posted on the Town website and on the Town Hall bulletin board, with an application closing date of August 4, 2025. The posting stated the position was under the general supervision of the Select Board and instructed applicants to "cc" each of the three Select Board members, including Munch, when submitting their applications.

9. On July 7, 2025, Munch applied for the Building Maintenance and Grounds Person position.

10. On August 4, 2025, the two other Select Board members interviewed Munch and one other candidate.

11. On August 11, 2025, the Select Board, with Munch abstaining, voted 2-0 to appoint Munch to the position.

12. Munch began work as the Building Maintenance and Grounds Person soon after his appointment. While in this position, Munch worked on various projects at Town Hall, including overseeing a sewer line replacement and an interior painting project.

13. After Munch was appointed to the position, the Building Maintenance and Grounds Person position remained under the supervision of the Select Board.

14. Munch did not file any conflict of interest disclosures in relation to the Building Maintenance and Grounds Person position.

15. Munch worked approximately six and one half months as the Building Maintenance and Grounds Person, until March 2, 2026, when he left the position after being notified of the State Ethics Commission's inquiry. He earned approximately \$3,120 while serving in the position.

Conclusions of Law

Section 19

16. As a member of the Peru Select Board, Munch was, at all relevant times, a municipal employee as that term is defined in G.L. c. 268A, § 1(g).

17. Section 19 of G.L. c. 268A prohibits a municipal employee from participating as such an employee in a particular matter in which to his knowledge he has a financial interest.

18. The Select Board's decisions pertaining to the creation, hours, compensation, and hiring of a maintenance position for Peru were particular matters. Munch participated as a Select Board member in these matters each time he discussed the position at the Select Board meetings, including but not limited to by repeatedly stating

that the position was needed, seeking to have the position on the Select Board's agenda, and recommending the hours and pay rate for the position.

19. Munch knew he had a financial interest in the particular matters concerning the maintenance position when he participated as a Select Board member in those matters because the maintenance position was a paid position for which he intended to apply.

20. Therefore, by, as a member of the Peru Select Board, participating in Select Board discussions about a building maintenance position for which he intended to apply, Munch knowingly participated in particular matters in which he had to his knowledge a financial interest. In so doing, Munch violated § 19 of G.L. c. 268A.

Section 20

21. Section 20 of G.L. c. 268A prohibits a municipal employee from having a financial interest, directly or indirectly, in a contract made by a municipal agency of the same city or town, in which the same city or town is an interested party of which financial interest the employee has knowledge or reason to know.

22. Munch's employment with the Town as the paid Building Maintenance and Grounds Person was a contract made by the Select Board, a municipal agency of the Town, in which the Town, as the employer, was an interested party.

23. Munch had to his knowledge, by virtue of his compensation, a direct financial interest in this contract from the time he was appointed as the Building Maintenance and Grounds Person in August 2025 until he left the position in March 2026.

24. While there are exemptions to § 20, Munch did not fulfill the requirements of any of those exemptions and was thus subject to the section's prohibitions.

25. Therefore, by, while serving as a Peru Select Board member, being appointed and employed by the Town of Peru as a paid Building Maintenance and Grounds Person, Munch violated § 20 of G.L. c. 268A.

Section 21A

26. Section 21A of G.L. c. 268A provides that no member of a municipal commission or board shall be eligible for appointment or election by the members of such commission or board to any office or position under the supervision of such commission or board, unless an appointment has first been approved at annual town meeting.

27. The Building Maintenance and Grounds Person position was supervised by the Peru Select Board.

28. On August 11, 2025, while Munch was a member of the Select Board, the Select Board appointed Munch to the Building Maintenance and Grounds Person position.

29. At no time did Peru town meeting approve Munch's appointment as Peru's Building Maintenance and Grounds Person.

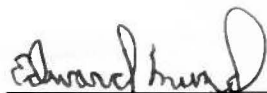
30. Therefore, by accepting appointment as Peru's Building Maintenance and Grounds Person while serving on the Peru Select Board, Munch violated § 21A of G.L. c. 268A.

Resolution

In view of the foregoing violations of G.L. c. 268A by Munch, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Munch:

- (1) that Munch pay to the Commission the sum of \$3,000 as a civil penalty for violating G.L. c. 268A, §§ 19, 20, and 21A; and
- (2) that Munch waive all rights to contest, in this or any other administrative or judicial proceeding to which the Commission is or may be a party, the findings of fact, conclusions of law and terms and conditions contained in this Agreement.

By signing below, Munch acknowledges that he has personally read this Disposition Agreement, that it is a public document, and that he agrees to its terms and conditions.

 9/1/26

Edward Munch Date

STATE ETHICS COMMISSION

 9/24/26

David A. Wilson Date
Executive Director