

TOWNHALL, 3 EAST MAIN ROAD, PERU, MA 01235

SELECTBOARD MEETING MINUTES: September 29, 2026 @ 6:00 P.M.

Town Hall Meeting Room

Edward Munch, Chair Selectman
Verne Leach, Selectman
Terry Walker, Town Administrator
Bruce Cullett, Police Chief
Justin Russell, Highway Superintendent
Marc Grenier, Assessor
Bonny DiTomasso, COA Director
Peggy White, Board of Health Chairman

Public Attendees: Tina Barrington, Ian McMahan-Berkshire Eagle

Item 1: Call to order: Chairman Munch called the meeting to order at 6:00 p.m.

Item 2: Selectboard Roll Call: Selectman Munch present, Selectman Leach present, Selectman Haupt absent

Item 3: State Recording status: TA Walker recording, Tina Barrington recording, Selectman Leach recording for personal reasons under Exemption E.

Item 4: Pledge of Allegiance to the Flag: Led by Chairman Munch

Item 5: Review and Approve BOS Meeting Minutes for 9/14/2026: Chairman Munch motion to accept minutes as written, Selectman Leach second, 2-0.

Item 6: Update from Departments:

Highway Department:

Superintendent Russell mentioned:

- Reclaiming and paving has been completed on South Road. Line painting is scheduled for next week.
- The Freightliner was ordered about 1.5 years ago and should be delivered by the end of October.
- Ford 550 the repairs were all engine related and totaled \$5,100. Superintendent Russell mentioned that it would be wise to replace the Ford 550 and purchase a new truck with a gas engine. The BOS suggested Justin bring up the purchase of a new truck during the next budget season.
- Superintendent Russell is once again asking for a sign-off sheet for driveway permits from building inspector. He has emailed Tim Sears, Building Inspector, several times with no response and wants the BOS to follow up with the Building Inspector. Chairman Munch will invite Tim Sears, Building Inspector to attend a Selectmen's meeting to get answers on sign off sheets.

Police Department:

Chief Cullett mentioned that Regional Firearms Training for officers in the towns of Peru, Otis, Becket, and Hinsdale will take place on Monday, October 5th on Curtin Road.

Town Administrator:

TA Walker mentioned:

- She has mailed 18 certified letters to the residents on Cornell Lane, Greylock Circle, Garnet Mtn. Lane, Hill Road and Hillside Road regarding private roads not being plowed by the town.
- Green Communities requested the contract for weatherization being rewritten due to time constraints. The new contract deadline is 9/30/2027. If the weatherization invoices were not submitted to Green Communities by 9/30/2026, the town would have had to forfeit the remaining funds of around \$17,000.
- Chief Cullett needed more information on the crawl space not being weatherized. TA Walker will have information at the next meeting.

Selectman Leach:

Verne wanted an update on door locks and asked if the programming has been completed. Chief Cullett is working on assigning codes.

Board of Health:

Peggy White, chairman, was concerned about having the kitchen cleaned before Mountain Market which is October 9th and October 10th. Some discussion about having the kitchen professionally cleaned by our cleaning company. TA Walker will contact the cleaning company and ask what the cost would be to clean the kitchen on a monthly basis. Peggy mentioned that the Board of Health inspects the kitchen at the Community Center annually before Mountain Market takes place in October.

COA:

Bonny DiTomasso, COA Director, mentioned that she emailed her September report to the Board of Selectmen.

Shine Counselor:

Bonny DiTomasso, Shine Counselor, mentioned: if anyone has issues with Medicare advantage, Falon or Heath New England they should contact her for assistance.

Item 7: Discussion and possible vote on Board of Health Emergency Preparedness letter and appointing a vice chairman of governing board with Peggy White, BOH Chairman:

- Peggy asked if the Board of Health should discuss the appointment and come back to the Board of Selectmen. Chairman Munch felt that an elected board should make the appointment not the BOS. Peggy explained that she and Daryl Darby will be switching roles. The BOS advised Peggy to contact the Berkshire Public Alliance and come back to the BOS regarding appointing Daryl Darby as chairman. Chairman Munch mentioned that the BOS will do whatever is necessary.
- Peggy presented a survey/questionnaire to the BOS on Emergency Preparedness. This would identify issues all residents are facing. She asked if the letter could be mailed out in the tax bills. The BOS agreed that the BOH could mail the letter with the tax bills. TA Walker will edit the date and print out copies for the Tax Collector. (The letter is attached to the minutes.)

Item 8: Discussion and possible vote on appointing either a 3-member or 5-member board of the ADA Committee at the discretion of the Selectboard: Chairman Munch mentioned that he would like to have 5 members on the ADA Advisory committee. Chief Cullett mentioned that the BOS had already appointed 5 members to the Building Needs Assessment Committee and they had worked on ADA needs. Chairman Munch felt that this should be placed on hold until there was a 3-member board. Selectman Leach agreed to place on hold.

Item 9: Discussion regarding status of intermunicipal agreement for Police Chief Services and possible vote to modify same: Chief Cullett asked the BOS to table this agenda item.

Item 10: Discussion on update on weatherization of town hall with remainder of Green Communities Grant: TA Walker presented the BOS with the updated contract. Green Communities extended the contract deadline until 9/30/2027. The weatherization of attic and caulking the windows had occurred prior to the extension. With time constraints, Energysource had the weatherization completed by 9/25/2026. The goal of everyone involved was not returning the balance of around \$17,000 to Green Communities.

Item 11: Review and Approve accounts payable, Treasury Warrants, Payroll warrants: V07-2027

Item 12: Public Input: Marc Grenier asked Chairman Munch if he had any comments on the news regarding his Conflict-of-Interest issue. Chairman Munch did not have a comment and said it was over. Reporter Ian McMahan from the Berkshire Eagle mentioned that he would hold off on his questions until the meeting ended.

Item 13: Adjourn: Chairman Munch motion to adjourn 9/29/2026 BOS meeting, Selectman Leach second, 2-0 The 9/29/2026 BOS meeting adjourned at 7:07 P.M.

Articles used:

Minutes 9/14/2026

W07-2027

BOH Emergency Preparedness letter

Updated Green Communities contract weatherization town hall

Terry Walker

Recording Secretary

Edward Munch, Chairman *Edward Munch*

Samuel Haupt, Selectman _____

Verne Leach, Selectman *Verne Leach*

Date approved: 10-13-26

Received 10-13-2026
Kim Leach, Town Clerk

August 26, 2026

EMERGENCY PREPAREDNESS

Dear Residents of the Town of Peru,

Peru is a hardy place to live. We know the people that live here are resilient and self-reliant, but an emergency may result in residents needing to receive or offer help. The Peru Board of Health has been developing its public health role in the event of an emergency to best meet the needs of its residents. In emergency preparedness and management an awareness of potential needs of vulnerable people in town becomes critical. Being aware of people with communication or transportation challenges, reliance on medical equipment or medication requiring electricity / refrigeration and having mobility issues such as being homebound, bed bound or requiring a walker or a wheelchair is very important.

Emergencies potentially can require evacuation, need to initiate emergency services or EMS response, establish an emergency shelter and the setting up of a command center that would be managing the situation. There are several ways that people in town can register their potential needs. Contact your power company about your needs for life-support devices (home dialysis, suction, oxygen, tube feedings, breathing machines, etc.) in advance of a disaster. Many utility companies keep a "priority reconnection service" list and map of the locations of power-dependent customers for use in an emergency. Ask the Customer Service Department of your utility companies if this service is available. Note that even if you are on the "priority reconnection service" list, your power could still be out for many days following a disaster. It is vital that you have power backup options for your equipment.

It is especially important that you respond to this survey if you do not have internet, email or a cell phone.

On the flip side of emergency preparedness is what resources you have that may be offered in the event of emergency. In a small rural town, the residents may be very valuable in helping during the emergency situation. The Command Center could need to mobilize volunteers with resources that include having a snowmobile, all-terrain vehicle, snowplow, generator, extra wood, chainsaw or vehicles and trailers that could be used to transport large animals.

Your response to this letter would be greatly appreciated by sharing either your needs or resources. This information will be stored in a confidential file that would be accessed depending upon the potential emergency. If you give your consent this information can also be provided to the 911 Emergency Response Center who will keep a file of the information.

Neighbors being aware of neighbors and neighbors helping and checking on neighbors are our greatest strengths. By participating you can be a part of this network.

Please take a moment to respond to these below questions:

In the event of an emergency and there was loss of electricity I depend on electricity for these issues: _____

Name _____ Address _____

Cellphone _____ Land line _____

E-Mail Address: _____

Medical Devices / Supplies (i.e. medication) requiring electricity:

Name _____ Address _____

Cellphone _____ Land line _____

E-Mail Address: _____

I have the following mobility challenges that require assistive medical equipment (i.e. manual or electric wheel chair, walker, homebound or bed bound) or I do not have transportation in the event of a necessary evacuation. Please specify:

Name _____ Address _____

Cellphone _____ Land line _____

E-Mail Address: _____

In the event of an emergency, I am willing to volunteer using the following equipment and skills

Name _____ Address _____

Cellphone _____ Land line _____

E-Mail Address: _____

Equipment / skills:

I give the Board of Health permission to share this information with the Emergency Management Director in Peru to share with the 911 Emergency Response Center:

Signature: _____

Print name clearly: _____

To ensure that you will receive emergency notifications posted to the town webpage, we recommend that you enter your name, email address and phone number at the bottom of the main page where it reads **SUBSCRIBE TO RECEIVE UPDATES**. In small, rural towns this notification mechanism may be the most important way emergency information can be quickly disseminated. The town webpage can be found at <https://www.townofperuma.com/>. You are also able to subscribe to other postings and news from this location.

If you have any questions regarding this letter and survey, feel free to reach out to the Peru Board of Health at pwhiteperuboh@aol.com, or 413-212-8928 or talk to Valerie Bird during Health Inspector office hours Monday evening at town hall.

Thank you. Your participation is greatly appreciated,
Peggy White, Chair Peru Board of Health

Please mail your responses to Board of Health, 3E Main Road, Suite #103, Peru, MA, 01235 or use a sealed envelope and drop in the Town Clerk addressed to the Board of Health.



energysource

**Town of Peru
3 E Main Road
Peru, MA 01235**



Town Hall Weatherization

September 16, 2026

Town of Peru Town Hall Weatherization Energy Efficiency Proposal



Location: 3 E Main Road
Peru

Primary Contact: Terry Walker

Phone: 413-655-8312

Email: townadmin@townofperuma.com

Quoted (Good For 30 Days): September 16, 2026

Energy Source : Lindsey Parziale

Phone: 978-494-3688

Email: lindsey.parziale@energysource.com

Fax: 508-822-2711

Energy Conservation Measure	Total Project Cost	*Utility Incentives	Customer Net Cost	Electricity Savings		Gallons Savings		Tons CO2 Reduced	Annual Savings (\$)
				kWh	Cost	Gallons	Cost		
Town of Peru Town Hall Weatherization	\$19,341	\$4,454	\$14,887	32	\$8	823	\$2,058	4.75	\$2,066

* Utility Incentives are estimated until approved

Electric \$ 0.25

Propane (\$/Gallon) \$ 2.50

Building Size 4495 SF

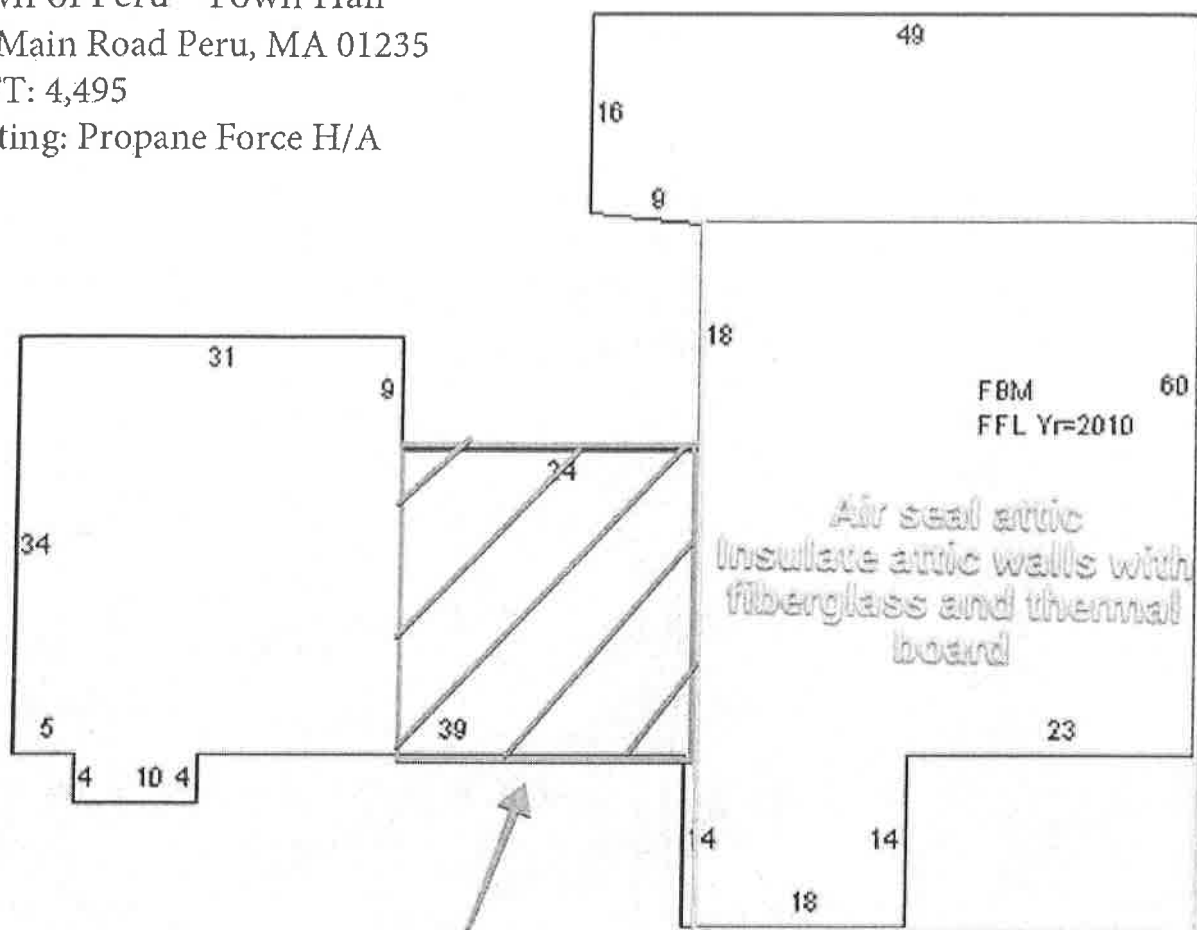
Projected energy savings are based on the Mass Save Insulation Savings Calculator

Existing Insulation:

The Peru Town Hall/Police Station is a one and two floor, pitched roof building originally constructed in 1960. The conditioned space is heated by a condensing propane furnace system, and it is cooled with window a.c. units. There is about 8" of blown fiberglass (R-22) throughout the attic with another section having an additional R-30 fiberglass batting on top. The section with just blown insulation should have more added to it, and the section with the batting should have the paper backing removed to avoid potential moisture issues, and additional ventilation should be added as per code. The gym area have visibly leaky exterior windows that are in need of caulking. This will help make the building more energy efficient



Town of Peru - Town Hall
3 E Main Road Peru, MA 01235
SQFT: 4,495
Heating: Propane Force H/A



Proposed:

The proposed energy-efficiency improvements include caulking approximately 165 linear feet of windows, 11 total, in the gym area to reduce drafts and unwanted air leakage. The attic will be air sealed and the existing insulation will be fixed by removing the paper facing on the batting. 6" Of R-19 cellulose will be added to the space without the batting followed by the installation of 2-inch thermal board insulation to a gap in the floor and on the attic hatch with weather stripping to improve the thermal envelope. The project will also include installation of a bath fan roof flapper, two turbine roof vents, and propavents at the soffits to maintain proper air ventilation. R-38 unfaced fiberglass insulation will be used as a damming material where needed. Attic common walls will be finished with R-13 fiberglass insulation and 2-inch, R-13 polyiso board. Together, these improvements will reduce heat loss and air infiltration, improve the building envelope, and help maintain more consistent indoor temperatures. The added insulation, air sealing, and crawlspace spray foam can reduce the workload on heating and cooling equipment, helping lower energy consumption and utility costs while also improving overall comfort and moisture control.

Scope of Work:

Location	Scope	Space/Area	Units
1. Exterior	Caulk Windows	165	LF
2. Attic	Air Sealing	20	Hrs.
3. Attic	Flip/Slash Existing Insulation	18,000	SF
4. Attic	2" Thermal Board to Attic Floor	12	SF
5. Attic	Insulation and Weather Stripping to Hatch	1	Qty
6. Attic	Vent Bath Fan to Roof Flapper	2	Qty
7. Attic	Turbine Roof Vent	2	Qty
8. Attic	Damming	96	LF
9. Attic	R13 Fiberglass Batting to Kneewall	80	SF
10. Attic	2" Thermal Board to Kneewall	80	SF
11. Attic	Propavents to Soffits	130	Qty
12. Attic	R-19 Cellulose	660	SF
13. Misc.	Building Permit	1	SF

Inclusions:

- All labor and materials needed to complete the scope of work above
- We will obtain and file all necessary permits with the applicable town or city. Permit fees are not included in the contract price, it is assumed the municipalities waive these fees. If a permit fee is required and is not waived, the actual permit cost will be invoiced separately upon completion of the project.
- No sales tax included
- Work will be completed during First-(0700-1700) shift, using Prevailing labor

Exclusions:

- Asbestos or hazardous materials removal
- Assumes no asbestos remediation is needed. If needed, customer to handle directly with their contractor
- Overtime or off hour work
- If there is a building and or Electrical Code issue, the client is responsible at their own cost to correct code issues so the project can be completed in a timely manner
- Price is to address only areas specifically identified and quantified under the "Scope of Work", additional items can be purchased on a separate contract upon request
- No Roofing work
- Relocation of sprinklers, electrical, or lighting systems
- Any structural work, carpentry work, painting, or seismic
- No Bond

Disclaimer

This report is not for general use and is the intellectual property of Energy Source LLC.

All savings estimates and rebates must be considered estimated until reviewed and approved by the Utility.



Environmental Impact of This Project

Of the total energy consumed in America, about 39% is used to generate electricity. Therefore, electricity consumption is an important portion of a consumer's environmental footprint. All forms of electricity generation have some level of environmental impact.

Some greenhouse gases occur naturally in the atmosphere, while others result from human activities. Naturally occurring greenhouse gases include water vapor, carbon dioxide, methane, nitrous oxide, and ozone. Certain human activities, however, add to the levels of most of these naturally occurring gases:

Carbon dioxide is released to the atmosphere when solid waste, fossil fuels (oil, natural gas, and coal), and wood and wood products are burned.

Sulfur dioxide Over 65% of SO₂ released to the air, or more than 13 million tons per year, comes from electric utilities, especially those that burn coal.

Nitrous oxide is emitted during agricultural and industrial activities, as well as during combustion of solid waste and fossil fuels.

Using energy more efficiently through more efficient end-uses, reduces the amount of fuel required to produce a unit of energy output and reduces the corresponding emissions of pollutants and greenhouse gases.

<http://www.cleanerandgreener.org/resources/pollutioncalculator.html>

As a result of the energy reductions outlined in this proposal, the estimated pounds of air pollutants will be reduced as follows;



9,498	Pounds of Carbon Dioxide (CO ₂)
4.749	Tons Carbon Dioxide (CO ₂)
4.308	Metric Tons of Carbon Dioxide (CO ₂)
54,185	Grams of Sulfur Dioxide (SO ₂)
112,241	Grams of Nitrogen Oxides (NO _x)

By eliminating the air pollutants referenced above, the environmental impact would be the equivalent of ;

Planting	1.28	Acres of Trees or
Removing	0.83	Cars from the roads annually or
Saving	622	Gallons of gas annually

CONTRACT

Town of Peru
3 E Main Road
Peru

MA 01235



The costs of this project includes all labor and materials necessary to install the measures listed in the attached proposal. The customer is eligible to receive an incentive from the Utility Company which will be paid directly to Energy Source by the Utility Company upon completion of this project.

Total Project Cost	\$19,341
Utility Incentive	\$4,454
Customer Cost	\$14,887

ACKNOWLEDGED AND ACCEPTED

Town of Peru is in agreement with the scope of work and terms set forth in this proposal and that said services will be provided at the cost listed above.

BY: *Terry Walker*
Terry Walker (Sep 18, 2025 10:01:57 EDT)

DATE: 18/09/2026

TITLE: Town Administrator

P.O. #: _____

FED ID # _____



Terms and Conditions

1. General Provisions

Upon receipt of deposit, Contractor will proceed. Contractor shall commence work on the Project and shall continue diligently in its performance to completion. Contractor will perform all work in a professional and workmanlike manner and in compliance with applicable codes and other applicable laws.

At Contractor's discretion, Contractor may employ or engage subcontractors including site contractors or electricians to perform specialized portions of the installation as required.

To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

Contractor shall be responsible for installing the project per the current applicable codes associated with the scope of work in effect at the time of execution of this Agreement.

2. Condition Precedent

Buyer's obligations under this Agreement shall be conditioned upon the following events: (1) utility and 3rd-party incentive or rebate approvals, and (2) city/town ZBA and permit approval, and (3) any other state or local construction requirements. If these events have not occurred to within 180 days following execution of this Agreement, this Agreement may be cancelled immediately upon Buyer's written notice and Buyer shall not be responsible for additional costs, liabilities, or obligations hereunder, except for costs incurred by Contractor for engineering, document preparation, and fees paid prior to such cancellation.

3. Scheduling

Contractor will commence substantial work on the project upon execution of this agreement. Substantial work is defined as any work necessary to prepare for construction, including performing any engineering services necessary more forward with the project, preparing documents necessary for a building permit for the project, or ordering materials for the project. Contractor will diligently pursue all aspects of preparation and construction of the project until the installation of the project is complete, a period of time that varies with the complexity, scope, and size of the project. Contractor is not responsible for any delays that are beyond their control, including delays caused by government agencies in approving the system, approving rebates, by building jurisdictions in approving building permits, or by delays in obtaining equipment to be incorporated into the system.

4. Payment Terms

All payments are due and payable at thirty (30) calendar days upon presentation of the invoice relevant to the associated project milestone as detailed in the Payment Schedule. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payment for a period in excess of ten (10) days from the due date of the payment shall be deemed a material breach of this contract.

If Buyer fails to make payments promptly **within ten (10) calendar days** of the payment due dates, Buyer will pay to Contractor interest on all amounts due in the amount of **twelve percent (12%) per annum**, plus reasonable attorneys' fees and collection charges. If Buyer fails to make any payment within thirty (30) calendar days of payment due dates, full Total Contract Price will become immediately due and payable, and no further work will be undertaken by Contractor on Project until such amount is paid in full. Acceptance of a payment after default shall not be deemed a waiver by Contractor of any action or right it may have by reason of such default.

NOTES:

1. Contractor will not activate and turn on the Project until all payments have been made by Buyer under the terms of this Agreement. Any attempt by Buyer to activate Project before all payments have been made is a breach of the terms of this Agreement and may void the Project warranty.

5. Change Orders

The material, quantities, and amounts listed in the contract are Contractor's good faith estimate of the project cost based on all factors known to Contractor at the time of such estimate. Changes to the original Scope of Work may become necessary after the Project has commenced. Such "Change Orders" generally occur for one of three reasons:

1. The Contractor discovers something previously unknown that must be corrected to properly complete the project
2. The Buyer request changes to the project after construction has already commenced.
3. Unavailability of materials as quoted

The Contractor has the right to substitute similar, functionally equivalent materials should the originally quoted materials not be available with the written permission of the Buyer which shall not be unreasonably withheld.

The Contractor may initiate a Change Order when circumstances exist or are discovered that require additional work to be done. If Contractor determines that these costs will exceed \$1000, Contractor will stop work to discuss the additional costs with Buyer. If Buyer agrees to the additional costs they will be incorporated into the contract via a signed Change Order. If Buyer does not agree, the project will be terminated and Contractor will be entitled all deposits and costs incurred prior to such termination.

Buyer may initiate a change order when requesting changes to the project following start of construction that require additional work to be done. Such circumstance could include requests to alter the scope of work, requests to install equipment different than as illustrated on the approved building plans, requests to remove or relocate existing fixtures, or any additional work or tasks outside the original scope of the project. Contractor will provide a written estimate of the cost impact of such changes, which shall be incorporated into a written Change Order upon agreement of the Parties. Contractor shall not be required to perform any Buyer initiated change to the work without a written acknowledgement of such change.

Should Change Orders become necessary for the proper completion of the Project, regardless of whether they are initiated by Contractor or Buyer, any materials, quantities, and amounts listed in the Scope of Work are subject to revision, and the Total Contract Price may increase or decrease. The Change Order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the Change Order. The Buyer may not require the Contractor to perform extra work without written authorization. Contractor's failure to provide the foregoing information does not preclude Contractor's recovery based on legal or equitable remedies designed to prevent unjust enrichment.

Contractor shall be entitled to reasonable overhead and profit on any Change Order requested or required. Any required Change Orders, including extra Labor and/or additional Materials, may be incorporated herein without invalidating this Agreement. Buyer will pay to Contractor any net increase to the Contract Price within ten (10) days of request or billing by Contractor for any such Change Order. If the Parties can not agree on the compensation or time extensions for such Change Order, Contractor may at its discretion nevertheless proceed with such extra work and materials as may be required to successfully complete the Project. In the event of such disagreement, the Parties agree to submit the question or entitlement or amount of compensation and/or extensions of time, to arbitration pursuant to section 12 below.

6. Warranty

Contractor warrants to Buyer that all of Contractor's work under this Agreement will be:

1. performed in accordance with the requirements of this Agreement and any required local/state inspections, tests, or approvals; and
2. be free from material faults and defects in workmanship ["Defects"] for a period of one (1) year after the date of completion of the Project and sign off.
3. Manufacturer's warranties apply.

Contractor warrants that all Materials will be new unless otherwise specified, and of good quality. All Materials will be installed, connected, and applied in accordance with the instructions and specifications of the applicable manufacturer or supplier. Buyer should note that manufacturers of various Materials separately warrant their own products and Contractor will assign manufacturer's warranties to Buyer as needed. No other warranties are provided by Contractor except as specifically set forth in this Agreement. Specifically, this warranty does not cover Defects related to or caused by (a) any modifications to or abuse of the Project by Buyer or persons other than Contractor; (b) any improper or insufficient maintenance or improper operation of the Project by Buyer or persons other than Contractor; (c) normal wear and tear under normal operation; (d) characteristics common to the materials used, or (e) conditions resulting from acts of God such as storms, earthquakes, or natural disasters, or war, terrorism, and civil disturbance. Buyer agrees to give prompt notice of any and all Defects to Contractor in writing, in no event later than three (3) business days after Buyer observes or otherwise becomes aware of any such Defect. Within twenty (20) days from receipt of such notice by Contractor, Contractor shall have the right to inspect the Project and review any claims by Buyer for warranty work. Warranty work, if necessary, will generally be completed within thirty (30) days of written request by Buyer and subsequent agreement by Contractor that such work is required and based on availability of required materials.

7. Limitation of Liability

Neither Party shall be liable for any lost or prospective profits (except Contractor's profit from performance of this Agreement), loss of use, loss of tax or other incentives, or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, whether based in contract, indemnity, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or the cause thereof. Additionally, no officer, member, director, partner, employee, agent, or affiliate of either Party to this agreement shall have any personal liability for damages arising out of this Agreement, it being expressly understood that the Parties will look solely to the legal entities that are Parties to this Agreement. Notwithstanding anything contained herein and with the exception of gross negligence or willful, wanton, or intentional misconduct, Contractor's liability shall be limited to the amount of the contract price given rise to such claim or available insurance, whichever is less, which amount the parties agree is an amount with reasonable commercial relationship to this agreement.

8. Termination

Either party may terminate this Agreement for breach of a material term of this Agreement (including non-payment of fees), upon giving the other party written notice identifying the alleged breach, provided the breaching party does not cure such breach within thirty (30) days of receipt of such notice. Termination of this Agreement shall not relieve Buyer of its accrued payment obligations as of the date of termination. In addition, should the Project be stopped by any public authority for a period of thirty (30) days or more, through no fault of Contractor, or should the Project be stopped through act of neglect of Buyer for a period of thirty (30) days or more, or should Buyer fail to pay Contractor upon ten (10) days after payment is due, then Contractor may, upon ten (10) days written notice to Buyer, stop work or terminate this Agreement, and recover from Buyer reimbursement for all costs and expenses incurred by Contractor prior to the date of work stoppage.

9. Assignments and Entire Agreement

This Agreement cannot be assigned by either Party without the prior written consent of the other Party. This Agreement and any associated Change Orders constitute the entire agreement between the Parties. Any changes or alterations in this Agreement shall be valid and effective only if agreed upon in writing between the Parties. This Agreement shall be governed by the laws of the State of installation (without reference to conflict of laws principles thereof).

10. Force Majeure

Contractor shall not be liable for any delays in completion of Project caused by: (i) governmental restrictions on manufacture, sale, distribution, and/or use of necessary Materials; (ii) Contractor's inability to obtain necessary Materials because of strikes, lockouts, fires, floods, earthquakes, or other acts of God, military operations and requirements, national emergencies, etc.; or (iii) any other acts or omissions beyond Contractor's reasonable control. Building Department and/or local authority approvals have been known to cause considerable project delays and Contractor is not responsible, nor will bear any additional cost, for these delays.

11. Three Day Right to Cancel

Buyer has the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written Notice of Cancellation, or a reasonable facsimile thereof, to the Contractor at the Contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the Contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the Contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the Contractor's instruction on how to return the goods at the Contractor's expense and risk. If you do make the goods available to the Contractor and the Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the Contractor, or if you agree to return the goods to the Contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

If Buyer cancels this transaction following the three day right to cancel period, then Buyer will be liable for all costs incurred by Contractor up to and including the date of cancellation, including any building permit fees advanced by Contractor, any paperwork processing costs for applying for rebates or other approvals, and any costs for ordered but unused Materials. Any Down Payment paid by Buyer under this Agreement will be applied to any such out-of-pocket costs of Contractor, whether or not the Project has been started.

12. Arbitration of Disputes

In the event of any dispute, the parties will work together in good faith to resolve any issues. If such issues cannot be resolved, the parties agree that any dispute arising out of or relating to the negotiation, award, construction, performance or non-performance, of any aspect of this agreement, shall be settled by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association and judgment upon the award rendered by any such arbitrator may be entered in any court having jurisdiction thereof.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY RHODE ISLAND LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS, YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTER INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION OF NEUTRAL ARBITRATION

13. Insurance

(a) **All-Risk Property Insurance.** Contractor will maintain at its own cost for the duration of the Work all-risk property insurance protecting the Work. Such insurance will be in an amount no less than the value of the Work and Contractor's requirement to carry such insurance shall cease when project is operational and interconnected. Customer will be added as an additional insured and the insurer's rights of subrogation against customer will be waived.

(b) **Commercial General Liability.** Contractor will purchase and maintain insurance coverage sufficient to protect it from claims that may arise out of or as a result of Contractor's Work pursuant to the terms of this Agreement. Coverage under this insurance will include premises-operations, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage. Customer can be added as an additional insured to Contractor's policy but only with regard to Contractor's Work under this agreement.

(c) **Automobile.** Contractor will procure and maintain, at its own expense, automobile liability insurance covering all automobiles whether owned, leased or borrowed.

(d) **Workers Compensation.** Contractor will comply with statutes relating to workers compensation insurance existing in the State where the Work will be performed.

(3) **Evidence of Coverage.** Contractor will provide evidence of the insurance coverage required under this Agreement in the form of a certificate of insurance.

By signing below I am in agreement with the proposed scope of and work terms and conditions described above

Terry Walker

Town Administrator

Print Name

Title

Terry Walker

18/09/2026

Terry Walker (Sep 18, 2026 10:03:57 EDT)

Signature

Date



Installation and Warranty Information

If you decide to proceed with this proposal, Energy Source will be responsible for the following tasks:

- Develop final equipment specifications and equipment layout
- Processing and filing application for utility incentives
- Material ordering and receiving
- Dismantling and removing existing systems from premises
- Construction
- Final walk-through with you
- Development and delivery of comprehensive project completion manual.

Installation

Energy Source assumes normal workday access to the job site and payment in full within 30 days after receipt of final invoice.

Warranty

Included with your project is a one-year warranty on all labor and materials provided by Energy Source. At the end of the first year materials remain covered by standard warranties provided by their manufacturers. Warranty periods begin when the installation is completed. The owner has a one-week period following the completion of the installation to accept or reject work performed by Energy Source, after which time we will assume that the work has been accepted.

This proposal is valid for a period of 30 days from the date shown at the top of this proposal, after which time we will be happy to provide an adjusted quote if necessary.

Town of Peru - Town Hall WX P1 Proposal & Contract 9.16.26

Final Audit Report

2026-09-18

Created:	2026-09-16
By:	Lindsey Parziale (lindsey.parziale@energysource.com)
Status:	Signed
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"Town of Peru - Town Hall WX P1 Proposal & Contract 9.16.26" History

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Peru Town Hall Weatherization and Insulation Narrative:

Scope of Town Hall weatherization and insulation.

Purpose

The Town of Peru was Designated as a Green Community in 2018 and began work on their initial designation project. On completion of the first designation project the town had a small amount of funds left. Approximately \$17,000. This has sat ideal until recently. With the consideration of the project needing to be completed by the end of September of this year the following proposal has been compiled.

The Peru Town Hall is a 1960's building which houses both the Town offices and the Police Station. The current heating system consists of a condensing propane furnace system made up of three boilers, cooling is handled by individual window mounted AC units.. The Insulation will be added to two spaces in the attic spaces covering the main entrance and office area and the main attic space over the old gym space. This will include adding additional cellulose insulation and removing the paper backing from existing insulation board over the old gym space. Additional ventilation will be installed along the roofline to maintain proper ventilation throughout the attic space ensuring improved ventilation throughout. Caulking will be added around existing windows, and weather stripping will be added to exterior doors to seal the building envelope.

Benefits

The underlying savings of installing new insulation and weather stripping combined with the propane savings will amount to annual savings of \$2,066. This will increase the comfort of all conditioned spaces and reduce overall heating and cooling loads. The addition of two turbine roof vents and a single bath fan roof flapper will also greatly improve ventilation and reduce the risk of moisture being trapped in the insulation and developing mold long term.

Timeline

The Town expects to complete this project by the end of September 2026.

Procurement

The Town will utilize the procurement methods under MGL Ch. 25A.

Anticipated Impact

Expected Propane and Electrical savings:

Propane 823 gallons per year

Electric 32 kWh per year

Required Permits

The town will secure all permits necessary for the completion of this project.

Required Approvals

The Town's electrical inspector and Building Commissioner will work with the Town Administrator to ensure all required approvals are granted. The only expected permit required is a building permit

Project Budget

The project cost is \$19,341.00 with an approved utility incentive of \$4,454.00. The project budget is \$16,887.00 This includes \$2,000 for administrative fees to cover close out and ensure the short timeline is met.

Project Team

Terry Walker is the Town Administrator for Peru and will secure the needed approvals and work with BRPC to ensure quick turnaround and scheduling go smoothly.

BRPC will provide administrative assistance to ensure the project meets the September 30th deadline for project spending and reporting and provide the narrative report as well as coordinate between the Town and Vendor.