

TOWN HALL 3 EAST MAIN ROAD PERU, MA 01235

SELECT BOARD MEETING MINUTES: January 20, 2026 @ 6:30 P.M.

Town Hall Meeting Room

Received 2-2-2026
Kim Leach, Town Clerk

Verne Leach, Chair Selectman
Edward Munch, Selectman
Samuel Haupt, Selectman
Terry Walker, Recording Secretary
Bruce Cullett, Police Chief
Justin Russell, Highway Superintendent
Logan Brooks, Assistant Chief

Public Attendees:

Item 1: Call to order: 6:30 P.M.

Item 2: Roll Call: Chairman Leach present, Selectman Haupt present, Selectman Munch present

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

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

Item 5: Review and Approve BOS Meeting Minutes for 1/12/2026: Selectman Leach motion to accept 1/12/2026 minutes pending changes, Selectman Munch second, 3-0.

Item 6: Update from Departments:

Police Department:

Police Chief Cullett reported that the Berkshire Regional Emergency Communications Center has developed both Fire and Police Advisory Committees. Chief Cullett attended the Police Advisory meeting last week. The new director of the center and his assistant are prioritizing the management of the 911 center in a professional manner. They discussed the progress in moving the radio system over the Commirs Digital system which will be occurring in the near future.

Highway Department:

Highway Superintendent Russell mentioned:

- The Front springs are being replaced on 2008 International and the 550 is out of service.
- The County bid is due next week, and he hopes to write tank into the **bid**.

Fire Department:

Assistant Fire Chief, Logan Brooks, finalized his affiliation through Berkshire Medical Center. Logan is in compliance with federal and state requirements for carrying Narcan and EPI pens. Narcan is free but EPE pens are not free.

Assessors:

Jonathon Mejias, Assessor mentioned that he plans to digitalize all forms and have Assessor's forms on the town website. He has completed and submitted his budget request to TA Walker. He is analyzing last year's ATB case and is planning to defend the assessed value with ATB. Jonathon has signed up for MAAO training which is via Zoom.

Maintenance:

Ed Munch mentioned that the wiring has been completed on one wall with 4 outlets. He plans to have another fan installed in the server room.

Town Administrator:

- TA Walker mentioned that she deducted the \$100.00 charge for the paper container on Casella's invoice for the month of December. Highway Superintendent mentioned that the town had purchased a paper container in November so deducting the \$100.00 was correct.
- Superior Propane will be giving a credit of \$350.70 for highway dept tanks. TA Walker will contact superior and ask to have a check mailed to the town. There may be more credits for the Fire Department and Town hall propane tanks.
- Treasurer Wendling sent an email stating that the 90-day probation was up on January 13th for Timothy Davis, the new hire at the Highway Garage. She mentioned that she needs to offer insurance and retirement and wonders if he needs a formal review. The BOS mentioned that Timothy Davis has been hired and will be offered benefits.
- TA Walker contacted TA Jennifer Morse in the Town of Chesire for an opinion on web design. She mentioned that the transition was great, easy to use and great customer service. She highly recommends Web Design as a town website.

Item 7: Discussion and possible vote on a Mutual Agreement between the Town of Peru and Town of Hinsdale for Police Chief services with Hinsdale Town Administrator Robert Graves: This was placed on hold.

Item 8: Vote on Possible Executive Session pursuant to Chapter 30A Section 21 (a)(2) of the Open Meeting Law to conduct contract negotiations with non-union personnel with Police Chief Bruce Cullett:

Selectman Leach motion to go into executive session to discuss a contract at 7:06 p.m., Selectman Munch second, 3-0. Selectman Leach yes, Selectman Munch yes, Selectmen Haupt yes.

Bruce Cullett stated he received the written notice and would like to continue with the Executive Session meeting.

Selectman Haupt voted yes to go into executive session, Selectman Leach voted yes, Selectman Munch voted yes, 3-0. The regular BOS meeting will be called to order after the Executive Session ends.

Item 9: Discussion and possible vote on Job Description for Town of Peru Assessor: The BOS reviewed the new job description and will vote at a later meeting since the salary must be listed on the job description. Placed on hold

Regular meeting back to order at 7:57 p.m.

Selectman Leach present, Selectman Munch Present, Selectman Haupt present

Recording Status: TA Walker recording, Selectman Leach recording for personal reasons under exemption E.

Item 10 :Review and Approve accounts payable, Treasury Warrants, Payroll warrants: V15-2026

Item 11: Public Input:

Logan Brooks has completed all his training and will be scheduling CPR classes through the American Heart Association and Red Cross.

Logan will also offer babysitting courses for 11–16-year-olds. Selectman Leach mentioned that Logan should contact the Town Clerk to post on the town website and live wire.

Logan mentioned he is covered by his employer with liability insurance. The cost per person is \$25.00-\$30.00 per person for CPR training.
BOS agreed that Logan could use the town mannequins and agreed that Logan could use the town buildings for his classes.

Item 12: Adjourn: Selectman Leach made a motion to adjourn the 1/20/2026 BOS Meeting, Selectman Munch second, Vote 3-0. The 1/20/2026 BOS Meeting adjourned at 8:14 P.M.

Articles used:

- 1/12/2026 minutes
- Warrant: V15-2026
- Draft Town of Peru and Town of Hinsdale mutual agreement
- Assessor job description

Terry Walker
Recording Secretary

Verne Leach, Chairman

Samuel Haupt, Selectman

Edward Munch, Selectman



Date Approved: 2/2/26

Received 2-2-2026
Kim Leach, Town Clerk

INTERMUNICIPAL AGREEMENT
POLICE CHIEF SERVICES

This Intermunicipal Agreement (hereinafter "Agreement or Contract"), dated January 8, 2026, by and between the Town of Peru, (hereinafter "Peru") and the Town of Hinsdale, (hereinafter "Hinsdale"), is entered into in accordance with G.L. c. 40 Section 4A, upon the following terms and conditions, "Party" shall mean one of the Parties, "Parties" shall mean both Peru and Hinsdale:

WHEREAS, under the laws of the Commonwealth of Massachusetts, both Peru and Hinsdale voted to establish Police Departments and voted to employ Police Chiefs in their respective departments.

WHEREAS, Peru currently employs Bruce W. Cullett ("Chief Cullett") as its Chief of Police; and

WHEREAS, Hinsdale does not presently have anyone assigned to perform the duties of Police Chief while Chief Shawn Boyne is on administrative leave; and

WHEREAS, Peru and Hinsdale are desirous of making the most efficient use of their respective town resources, while at the same time providing sound and effective policing services to its residents;

NOW THEREFORE, for good and valuable consideration, and the mutual promises set forth below, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **POLICE CHIEF:** Chief Cullett will perform the duties as the Chief of Police for both Peru and Hinsdale.
2. **OPERATIONS:**
 - a. The parties shall work together to establish mutually agreeable schedules for Chief Cullett and he shall split his time between Peru and Hinsdale as Chief Cullett deems appropriate for the circumstances on any given day. The Parties agree that Police Chief duties may affect this schedule and will rely upon Chief Cullett's judgement to determine the appropriate use of his time on any given day.
 - b. Hinsdale shall provide all appropriate and necessary police equipment and supplies to the Chief while he is serving as Chief of Police in Hinsdale including, but not limited to any equipment or supplies that would designate which Town the Chief is serving at the time such as his badge and uniform and provide administrative services to Chief Cullett while performing Chief of Police duties for Hinsdale.
 - c. Chief Cullett shall have the authority to direct, control, supervise, and assign all Hinsdale Police personnel as set out in GL c.41 section 97A.
 - d. Chief Cullett shall report weekly to the Town Administrator in Peru and Town Administrator in Hinsdale while performing Chief of Police services for Peru and Hinsdale and the Parties, represented by the Town Administrators, shall meet monthly to discuss the services being performed generally under this Agreement.
3. **BUDGET:** For the period starting January 8, 2026 through July 8, 2026 or the extension or termination of this Agreement Hinsdale shall pay Peru the monthly sum of \$6,667 for Chief of Police services provided by Chief Cullett. Peru shall pay Chief Cullett the full amount received from Hinsdale for his services (minus appropriate payroll deductions) in addition to the

compensation set forth in the Chief's employment agreement with Peru. In addition to the portion of Chief Cullett's monthly salary outlined above, Hinsdale shall pay Peru for 50% of all maintenance and repair costs incurred by Peru for the marked Peru police cruiser (Unit #221) that the Chief currently drives. Each Town shall provide the Chief with access to their gasoline tanks for use in the Chief's police cruiser. The Chief shall alternate fill-ups between the two Towns so that each Town is supplying approximately half of the fuel utilized in the police cruiser. Chief Cullett shall be considered an employee of Peru for purposes of retirement, health insurance, FICA, unemployment insurance and all other fringe benefits. Pay checks shall be issued by Peru which will take any deductions necessary for retirement, health insurance and withholding taxes.

4. **LIABILITY:** Each Party shall maintain appropriate liability insurance covering police personnel during the term of this Agreement in amounts agreed upon by the Parties. For the purposes of liability insurance coverage, Chief Cullett shall be considered an employee of Peru during the performance of duties in Peru and an employee of Hinsdale when performing his duties in Hinsdale. Each community shall provide insurance and/or be responsible for any claims made by the Chief pursuant to M.G.L. c.41, section 111F or for any other injury claim while the Chief is performing his duties in the respective community. Hinsdale shall indemnify, defend, and hold Peru harmless from and against all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of any and all claims made against the Towns or the Chief based on him performing his duties in Hinsdale. Each Town has a duty to provide a full legal defense, including attorney's fees, for any claim, administrative matter, or proceeding arising out of the Chief's official duties.
5. **TERM:** This Agreement shall take effect on January 8, 2026 and shall continue in effect through July 8, 2026 or the return to duty of Chief Boyne. Either Party may opt out of the Agreement upon 30 days written notice without penalty. However, the provisions of Section 4 and the liability and indemnification provisions there under shall survive the termination of this Agreement.
6. **RENEWAL:** By no later than June 1, 2026 each party shall notify the other party whether they wish to renew this Inter-Municipal Agreement for Police Chief Services for a specified period of time. If either party indicates an unwillingness to renew the Agreement, or if either party fails to notify the other party, this Agreement shall expire on July 8, 2026. The agreement may be extended by mutual agreement of the parties.
7. **MISCELLANEOUS:**
 - a. **Amendment:** This agreement may only be amended or modified by written document signed by the Parties.
 - b. **Governing Law:** This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts, and any dispute hereunder shall be brought in the appropriate court within Berkshire County.
 - c. Nothing in this Agreement shall prevent either Party from exercising their rights of supervision relative to the Chief of Police. Peru shall be the only Town that may exercise disciplinary action or dismissal in accordance with the terms outlined within Chief Cullett's Employment Agreement and applicable law. Hinsdale may terminate the Chief's services in accordance with Section 5 of this Agreement.

- d. The Parties shall not discriminate against any person because of race, color, religious creed, national origin, gender, age, ancestry, handicap, gender identity, veteran's status, sexual orientation or any other protected class under the law.
- e. The Parties shall conduct operations under this Contract in compliance with all applicable federal, state and local rules, regulations and laws.
- f. The Parties each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.
- g. This Contract, together with the attachments hereto, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.
- h. In the event that any provision of this Contract shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Contract or modified so as to render it reasonable, and the remaining provisions of this Contract binding upon the Parties as of the date of this Contract. Further, should this Contract omit any statutory or regulatory requirements which would otherwise render this Contract illegal, then this Contract shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.
- i. The compensation provided by this Contract is subject to the continued availability of Town funds and Town appropriations.

THIS AGREEMENT entered into on the day first written above by:

Town of Peru
By its Town Administrator

Town of Hinsdale
By its Town Administrator

Ratified by its Selectboard

Ratified by its Selectboard

Town Assessor for the Town of Peru

The Town of Peru is accepting applications for one Assessor to serve on the 3-member Board of Assessors, under the direction of the Primary Assessor. Peru is a town with approximately 814 residents, is 26 sq. miles in size and is in Central Berkshire County. Peru has 762 parcels of property including 351 single family homes. Real Estate and Personal Property taxes for FY25 totaled \$2,160,788.93.

The Board of Assessors serves under the administrative direction of the Board of Selectmen via the Town Administrator and oversees the Town's Assessing Department operations. These positions on the Board of Assessors require Mass DOR certification through online Course 101.

As an Assessor, under the guidance of the Primary Assessor, you will be responsible to act upon all abatements, exemptions, Chapter land applications, commitments, warrants, liens and other signatory requirements that are required by the Board. Customer service to the public is also an important duty of the Assessors.

You are required to attend Assessors' meetings or complete tasks designated by the Primary Assessor for an average of no more than 2 hours per week.

Town Administrator

From: Jennifer Morse <jmorse@cheshire-ma.gov>
Sent: Thursday, January 15, 2026 1:59 PM
To: Town Administrator
Subject: Spam: [EXTERNAL] RE: town website

We have been using Town Web now for two years, the transition was great and the site is very easy to use. I believe the Town of Savoy also transitioned. My favorite feature of the website is the Heygov option which is where residents can submit information, complaints etc. and I can respond or forward to the correct departments. The customer service has also been great, with responses received within 24 hours.

Hope this is helpful

Jennifer Morse
Town Administrator

Town of Cheshire
191 Church Street
Cheshire, MA 01225

413-743-1690 x. 100
www.cheshire-ma.gov

Please be advised, the Secretary of the Commonwealth has determined that all email messages and attached content sent from and to this email address are public records, unless qualified as an exemption under the Massachusetts Public Records Law (MGL c.4 § 7(26)).

From: Town Administrator <townadmin@townofperuma.com>
Sent: Thursday, January 15, 2026 12:45 PM
To: Jennifer Morse <jmorse@cheshire-ma.gov>
Subject: town website

Hi,

This is Terry Walker, Town Administrator in Peru. The BOS would like to know if we could get your opinion on your new website. We are converting from CivicPlus because of the astronomical increase.

Any help in helping us make a decision would be greatly appreciated.

My cell number is 413-329-4185.

Thank you for your time,

Terry Walker
TA Peru