

TOWN HALL 3 EAST MAIN ROAD PERU, MA 01235

SELECT BOARD MEETING MINUTES: March 30, 2026 @ 7:15 P.M.

Town Hall Meeting Room

Verne Leach, Chair Selectman
Edward Munch, Selectman
Samuel Haupt, Selectman
Terry Walker, Recording Secretary
Bruce Cullett, Police Chief
Justin Russell, Highway Superintendent
Bonny DiTomasso, COA Director
Jonathan Mejias, Assessor

Public Attendees:

Item 1: Call to order: 7:15 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 3/16/2026: Selectman Leach motion to accept 3/16/2026 Bos section minutes pending changes, Selectman Munch second, 3-0.

Item 6: Update from Departments:

Police Department:

Chief Cullett mentioned that the EMPG grant was reduced by \$350.00 with stricter limitations. Chief Cullett will have more information in April. Hopefully the grant funds can be used to outfit the UTV.

Highway Department:

Superintendent Russell mentioned that MassDot funding is available to purchase radar signs. Signs will possibly be installed at the Worthington line, Middlefield Road by South Road Extension, South Road and near town green. Selectman Leach motion to sign Foresight Engineering contract for grant project on North Road, Selectman Munch second, 3-0.

COA:

COA Director Bonny DiTomasso mentioned:

- She attended COA luncheon in Hinsdale and also a very informative presentation on assisting a person that is choking.
- Bonny ordered more ice cleats/ treads for seniors that have made requests.
- Files of life were ordered, and Bonny will distribute to the seniors.

Assessor:

Jonathon Mejias mentioned that abatements being filed, the assessors will be completing inspections next week and the ATB case is all set. The assessors are working with Paula King from DLS and assessors are updating E911 numbers.

Town Administrator: TA Walker mentioned:

- Hogweed - emailed Chris Polatin from Land Stewardship Inc. and TA has not received a response.
- Greg Boino and Mike Henault have emailed a list of students for 26/27 school year.
- Town Web contract has been signed and the conversion from CivicPlus to Town Web will take place within the next month or two. Zoom meeting will be held to educate the departments on the new town website.
- Town of Washington- the Town Administrator's hours are Monday nights from 6:00 p.m. to 8:00 p.m. She has not responded with the contract for vocational students being transported to/from Taconic and McCann.

Item 7: Discussion and possible vote on a contract for a Town Audit using Roselli, Clark and Associates: \$22,000

Selectman Haupt mentioned that the last audit was in 2017. The Accountants and Department of Revenue are demanding an audit. Selectman Haupt felt that the town needs an audit and \$22,000 could be appropriated from Free Cash to pay for the audit. Selectman Leach motion to approve contract for town audit to be completed by Roselli, Clark and Associates and have TA Walker sign contract, Selectman Munch second, 3-0.

Item 8: Discussion and possible vote on hiring Michael Boulerice as Spare Transfer Attendant:

Mike mentioned that he moved to Peru in September 2025. He would like to work at the transfer station to meet people and wants to get involved in the town. Selectman Leach mentioned that Mike would be taking Branden Mascolo's place. Selectman Munch mentioned that the starting wage is \$17.00 per hour and it is an unbenefited part time position. Selectman Haupt motion to appoint Mike Boulerice as Spare Transfer Station Attendant, Selectman Munch second 2-1. Selectman Leach did not vote.

Item 9: Opening and possible vote on Vocational School Transportation bid:

- First Student Transportation is not interested.
- Lecrenski Bus Service-did not respond
- Dufour-\$266.04 per day to transport students to/from Smith Vocational
- Selectman Leach motion to award bid to Dufour, Inc. in Hinsdale, MA, Selectman Munch second, 3-0. TA Walker mentioned the increase was \$2,923.20 from last year.

Item 10: Discussion with Greg Boino or Mike Heanault from Central Berkshire Regional School District: Meeting moved to April 13, 2026.

Item 11: Discussion and possible vote on suggestions for the Woodland Partnership Grant for \$25,000: Some of the suggestions were:

- Clean up Town Green which would incorporate plantings
- Granite Honor roll with brass plaque
- Additional Gravel on Pierce Road
- Selectman Haupt mentioned that this grant is for tourism and conservation
- Selectman Munch mentioned that the funding should be used on town roads.

This was placed on hold.

Item 12: Discussion and possible vote on MGL C 268A Sec 20 Exemption form for Terry Walker:

TA Walker mentioned that this exemption for Conflict-of-Interest law is for any town employee that holds more than one position in a municipality and being paid for more than one position. She mentioned that she is working and being paid for two positions. There are other individuals including the Town Treasurer/Collector, Caryn Wendling, also

Branden Mascolo that are working two jobs. The letter presented to the BOS was a sample letter on the State Ethics Commission website. This was placed on hold.

Item 13: Review and Approve accounts payable, Treasury Warrants, Payroll warrants: V20-2026

Item 14: Public Input:

Bonny DiTomasso presented the Citizens Guide to the Board of Selectmen, and she mentioned that it clearly states that the protocol for citizens petitions for Annual Town Meeting in Peru, MA must be submitted to the Town Clerk.

Bruce Cullett mentioned that at the next Finance Committee meeting he will be discussing an OWL system with video and microphones for Zoom meetings with a 360 view of the meeting. This has been recommended by the state for individuals that must participate remotely. The OWL provides transparency to taxpayers that do not live in town, and the cost is around \$2,000. Bruce Cullett mentioned that with the aging population in Peru this is a very good tool for zoom meeting. Selectman Leach felt that this was not a good year to purchase the OWL system.

Item 15: Adjourn: Selectman Leach made a motion to adjourn the 3/30/2026 BOS Meeting, Selectman Munch second, Vote 3-0. The 3/30/2026 BOS Meeting adjourned at 8:22 P.M.

Articles used:

- 3/16/2026 minutes
- Warrant: V20-2026
- Roselli, Clark and Associates contract
- Michael Boulerice resume
- Transportation bids
- MGL C268A sec 20 appointed employees being paid for more than one job
- Foresight contract

Terry Walker
Recording Secretary

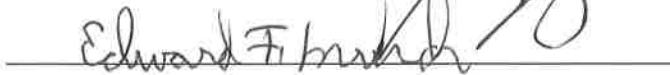
Verne Leach, Chairman



Samuel Haupt, Selectman



Edward Munch, Selectman



Date Approved: 4/13/26

Received 4-17-26
Kim Leach, Town Clerk



ROSELLI, CLARK & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS

500 West Cummings Park
Suite 4900
Woburn, MA 01801

Telephone: (781) 933-0073

www.roselliclark.com

March 23, 2026

Town of Peru, Massachusetts
Select Board
Terry Walker, Town Administrator
Peru, MA

Dear Ms. Walker:

We are pleased to confirm our understanding of the services we are to provide Town of Peru, Massachusetts for the year ended June 30 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Town of Peru, Massachusetts as of and for the years ended June 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Peru, Massachusetts's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Peru, Massachusetts's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. Schedule of Proportionate Share of Net Pension Liability
4. Schedule of Contributions to Pension Plan
5. Schedule of Changes in Net OPEB Liability and Related Ratios
6. Schedule of Contributions to OPEB Plan
7. Schedule of Investment Returns – OPEB Plan

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories (if deemed material), and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they will likely bill you for responding to this inquiry.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we

maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Completeness of recorded expenditures and revenues
- Proper determination of required Single Audit reporting under Uniform Guidance

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Peru, Massachusetts's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Other Services

We will also prepare or assist in preparing the financial statements of the Town of Peru, Massachusetts in conformity with GAAP based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute

information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Engagement Administration, Fees and Other

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines and may result in a delay or inability to complete the engagement within the established deadlines, if such cooperation or assistance is not provided by your key personnel.

The audit documentation for this engagement is the property of Roselli, Clark & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your regulating agency(ies) or its/their designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Roselli, Clark & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to your regulating agency(ies) or its/their designee. The regulating agency(ies) or its/their designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Tony Roselli, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on a mutually agreeable timeframe and issue our reports no later than June 30, 2026.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed the following:

	FY 2025
Financial statement audit	\$ 22,000
Other service	NA
TOTAL	\$ 22,000

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended

if your account becomes thirty days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

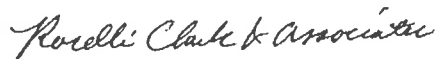
Reporting

We will issue a written report upon completion of our audit of Town of Peru, Massachusetts's financial statements. Our report will be addressed to Town of Peru, Massachusetts's governing body. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We are to provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. A copy of the peer review report can be viewed and obtained on our website at: www.roselliclark.com.

We appreciate the opportunity to be of service to Town of Peru, Massachusetts and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Roselli, Clark & Associates
Certified Public Accountants

CERTIFICATION:

Roselli, Clark and Associates hereby certifies that it is familiar with the provisions of chapter 268A of Massachusetts General Law (the Massachusetts Conflict of Interest Law) and has no relationship that would constitute a violation.

Roselli, Clark and Associates is independent with respect to the Town of Peru, Massachusetts, in accordance with standards promulgated by the American Institute of Certified Public Accountants and Government Accountability Office.

RESPONSE:

This letter correctly sets forth the understanding of the Town of Peru, Massachusetts.

Signature: _____

Title: _____

Date: _____

Michael Boulerice

20 Strong Rd., Peru, 01235, MA (US)
4133581846
rlcpitts@yahoo.com

PROFESSIONAL SUMMARY

Overall I am a hard worker that is good with the public. I learn and pickup on things very quickly.

I am very

EMPLOYMENT HISTORY

May. 2011 - Present
Pittsfield, Massachusetts

Bus Operator, Berkshire Transit Management

My current responsibilities are to safely and efficiently transport passengers from one location to the next within Berkshire County and beyond. I also am responsible for inspecting my vehicle daily and am responsible for the safe operation of said vehicle. I work with the general public and am able to maintain a good relationship with them and can answer any questions they may have about public transportation.

Sep. 2006 - May. 2011
Pittsfield, Massachusetts

Bus driver, Kidzone Transportation

My job responsibilities were to oversee school age children and to transport them via School Bus to and from School on a daily basis. I also had to inspect my bus on a daily basis to determine that it was safe for the daily use for the road and for the childrens and publics safety.

EDUCATION

Jun. 1992

Automotives

· Charles H McCann Technical, North Adams , Massachusetts

SKILLS

Working on my own *Experienced*

I am able to work on my own with the public while being unsupervised.



133 South Street • P.O. Box 549 • Hinsdale, MA 01235

March 16, 2026

Town of Peru
3 East Main Road
Peru, MA 01235

In response to your request for a bid for vocational student transportation to Smith Vocational in Northampton, Dufour Escorted Tours, Inc., of Hinsdale, proposes daily student transportation for the 2026-27 school year as follows:

Peru students to/from Smith Vocational - \$266.04 per day

Thank you for the opportunity to serve the Town of Peru and please do not hesitate to call with questions or concerns.

Sincerely,

William D. Dufour, Jr., President
DUFOUR ESCORTED TOURS, INC.

March 17, 2026

Board of Selectmen
3 East Main Road
Peru, MA 01235

Dear Board of Selectmen:

The purpose of this letter is to request your approval for me to hold more than one appointed position with the Town.

In general, the conflict of interest law restricts municipal employees from holding more than one appointed town position, where at least one position is paid. However, in recognition of the difficulty small towns experience in finding people willing to serve in town positions, the law gives Boards of Selectmen the power to grant exemptions from that restriction.

The multiple appointed positions that I wish to hold are:

- 1) Town Administrator with an annual salary of \$40,000.
- 2) Recording Secretary with an annual salary of \$5,000.

Under § 20 of the conflict-of-interest law, G.L. c. 268A, in towns with a population of less than 3,500, the Board of Selectmen may allow a municipal employee to have more than one appointed position. Since our town, Peru, has a population of 850, you as the Board of Selectmen have the power to authorize me to hold all of the positions listed above.

I hereby request that the Board of Selectmen approve the exemption under § 20 to allow me to hold all of the listed appointed positions.

Very truly yours,

Terry L. Walker



Steven A. Mack, P.E.*
Marc A. LeVasseur

November 6, 2025

Justin Russell
Peru Highway Department
3 East Main Road Suite 110
Peru, MA 01235
highwaydept@townofperuma.com

**Re: Phase 1 Survey & Engineering Services for Property at North Road Culvert,
adjacent to 29 North Road, Peru, MA FLS Project ref# E3343**

Dear Justin,

We are pleased to provide a scope and fee estimate for survey and engineering services at the above referenced culvert location. The scope of this proposal is to perform the Initial Phase services to assist in planning and design. The culvert was reviewed in the field as an approximate 24" diameter corrugated metal pipe with silt and gravel inlet and outlet channels, at an average bankfull width of approximately $6.7 \pm$ feet. State wetland Stream Crossing Standards would require an approximate 8-9-foot wide (to be confirmed) structure. This is calculated by the stream width times 1.2. Width (span) and height may also need to increase to provide the required openness ratio of 0.82 to meet stream crossing standards. Structures over 10 feet of width need to be completed through MASS DOT and Chapter 85 review and standards. We have not included MASS DOT review and approval for this proposal. Additional field collection may be required depending on type of permits required or grant requirements (MassDER, MassDOT, etc.). The work will require a Notice of Intent for the proposed work within a perennial stream and Army Corp permitting. We propose the following:

Item 1 – Wetland Delineation

Site visit to confirm existing conditions regarding jurisdictional wetland resource areas. Delineate resource area boundaries and hang wetland flagging. Includes a wetland delineation report.

Total Cost Item 1 = \$1,100

Item 2 – Geotechnical Investigations & Report

Coordinate test pits to determine soil characteristics and qualify the presence of ledge or other subsurface conditions for the design of the culvert and headwall. This will include coordinating with a contractor to perform the test pits, Geotechnical Engineer's report, soil lab testing, and soil assumptions, and witnessing the work. Assumes one day in the field.

Total Cost Item 2 = \$6,650

Test Pits = \$1,650/day
Excavator Fee = \$1,000/day
Geotechnical Report = \$4,000

Item 3 – Topographic Survey

Perform a topographic survey which will locate all the surface features including the existing culvert, roadway, visible property pins, wetland flagging, brook, stream banks and bottom (50 linear feet upstream and downstream), driveways, large trees, surrounding ground, etc. Prepare a base plan showing located land features with 1-foot minimum contours for design purposes.

Total Cost Item 3 = \$3,200

Item 4 – Construction Plan Preparation

Prepare a construction set of plans and details suitable for submission for bidding and construction. Item includes abbreviated hydraulic and hydrologic analysis.

Total Cost Item 4 = \$4,800

Item 5 – Wetlands Protection Act Permitting

Prepare and submit a Wetland Protection Act (WPA) Notice of Intent to the Conservation Commission for approval. Design plans will be sufficiently developed for the WPA application including erosion controls and dewatering details. This project will be presented as a Limited Project, which allows minimal disturbances of the resource areas for public maintenance projects. Item includes preparation for and attendance at one public meeting and one site visit. Item does not include revisions to plans if required by permitting agencies.

Total Cost Item 5 = \$3,900

Item 6– Army Corps of Engineers Permitting

Prepare and submit a Self-Verification Notification Form (SVNF) to the United States Army Corps of Engineers (ACOE) under the Programmatic General Permit. Item does not include a Pre-Construction Notification (PCN) or a Phase I Habitat Assessment for endangered bat species. Includes submission of a SHPO/THPO Notification Form to the State and appropriate Tribal Historic Preservation Officers per ACOE requirements.

Total Cost Item 6 = \$2,500

Total Cost Items 1-6 = \$22,150

Possible Additional Services Not Included in the Basic Scope of Services:

- Property Line Survey
- MASS DOT Chapter 85 Structural Submittal or related work
- Hydraulic Report per MassDOT Chapter 85
- Pebble Count or Grab Samples

November 6, 2025

FORESIGHT LAND SERVICES, INC.

- Traffic Engineering/consultant
- Geotechnical Engineer & Report per MassDOT Chapter 85
- Mass DER Requirements Technical Memo
- Endangered Species assessments, studies, review, permitting, etc. of any kind
- Bid or Construction Phase Services
- Zoning permits.
- Archeological and/or Historical Coordination and/or Permitting
- Easement Plan Preparation for New Easements
- Final Property line and Right of Way survey (scope is based on approximate PL only)
- Additional Meetings and Correspondence
- Reimbursable Expenses, Mileage, Postage, Printing, Binding, etc...
- Filing Fees of any kind

If this is acceptable, this letter will serve as our agreement for professional services. Please sign and date this letter below and return a signed copy as our authorization to proceed.

We look forward to working with you on this project. Please call if you have any questions.

Sincerely,
Foresight Land Services, Inc.



Marc A. LeVasseur
Vice President and Project Manager

ACCEPTANCE AND NOTICE TO PROCEED:

I hereby accept the terms and conditions contained in this letter agreement and the attached General Provisions for Limited Professional Services, authorize commencement of the work, and grant permission to enter on the land.

Client's Name (Typed or Printed): _____

Authorized Signature: _____

Date: _____

Billing Address: _____

Email Address (for billing): _____

I. CONDITIONS OF AGREEMENT: These General Provisions together with the attached proposal constitute the terms of the Agreement between FORESIGHT LAND SERVICES, INC. a corporation duly organized under the laws of the Commonwealth of Massachusetts ("FORESIGHT"), and the "CLIENT" with respect to the performance of the Services described in the attached proposal. The General Provisions also apply equally to the Basic Services as well as any Additional Services authorized subsequently, whether referred to explicitly or not. The proposal with Scope of Basic Services, any Additional Services authorized subsequently, any attachments, and these General Provisions contain all of the terms and conditions of this Agreement, and no oral representations made by either party prior to execution of this Agreement are a part hereof.

II. SCOPE OF SERVICES; STANDARD OF PRACTICE: FORESIGHT will act as an independent consultant representing the CLIENT (but will not be an "Agent" or employee of CLIENT). FORESIGHT agrees to perform the services described in the attached proposal. The Basic Scope of Services and the resultant fee are based on our current understanding of the Project and the assumptions in the proposal. FORESIGHT will carry out its services consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in Western Massachusetts under similar conditions. FORESIGHT makes no other representations concerning its services, express or implied; and offers no warranty or guarantee as part of this Agreement, or any report, opinion, or document generated as a result thereof.

III. ADDITIONAL SERVICES: Services not explicitly agreed to as detailed in this Agreement will be considered Additional Services and subject to increased project fees. Any Additional Services will be provided subject to the CLIENT's authorization.

IV. CERTIFICATIONS, GUARANTEES AND WARRANTIES: Foresight shall not be required to sign any documents, no matter by whom requested, that would result in Foresight having to certify, guarantee or warrant the existence of conditions whose existence Foresight cannot ascertain within the Basic Scope of Services and Standard of Practice. Foresight shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in Foresight's sole judgment, increase Foresight's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with Foresight or payment of any amount due to Foresight in any way contingent upon Foresight's signing any such certification. Notwithstanding, as applied to any services under this agreement, the words "certify" and "certification" shall be construed to mean an expression of the Consultant's professional opinion to the best of its information, knowledge and belief, and under no circumstances shall such a statement constitute a warranty or guarantee by the Consultant.

V. ACCESS TO SITE: Unless otherwise stated, FORESIGHT will have access to the Project Site for activities necessary for the performance of the services, and such access will be arranged by the CLIENT. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage. FORESIGHT will take precautions to minimize damage due to these activities, but shall not be held responsible for the restoration of any resulting damage.

VI. LEGAL REPRESENTATION: CLIENT is responsible for obtaining any and all legal advice and representation necessary for this Project, and when applicable, making its attorney available to FORESIGHT whenever necessary relative to the Project. Any opinions, conclusions or recommendations which FORESIGHT may express, or any assistance it may render to CLIENT on applications or processing of permits or approvals for the Project pursuant to this Agreement do not constitute legal advice. Consult your attorney about these matters.

VII. CAVEAT ABOUT SERVICES RELATED TO PERMITS AND APPROVALS: Granting of permits and approvals by municipal or other regulatory agencies often includes discretionary and subjective judgments. Such approvals depend upon many factors over which FORESIGHT has no control. FORESIGHT can therefore give no assurance that approvals will be granted or that any conditions imposed by the permit-granting authority will be acceptable to the CLIENT, or that permits will not be appealed. In consideration of CLIENT's assumption of the potential risks and rewards of the Project, CLIENT hereby waives any claim against FORESIGHT relative to any damages, direct or indirect, which may result from an unfavorable decision, appeal, or denial of any applications for permits or approvals. FORESIGHT shall be liable only for any proven damages resulting solely from FORESIGHT's negligent acts, errors or omissions, subject to the provisions of the Limitation of Professional Liability contained herein.

VIII. OPINION OF PROBABLE COSTS: Any opinions of the probable costs (not to be confused with "estimates") to construct the work recommended, designed, or specified by FORESIGHT are based on our experience and judgment as design professionals familiar with construction. The opinion may be based on a number of assumptions which FORESIGHT cannot control, such as hidden or changed site conditions, the means and methods of construction selected by the Contractor, the cost and extent of labor, equipment, and materials the contractor may employ, contractor's techniques in determining prices, market conditions at the time of bidding, and many other factors. Given the assumptions which must be made, FORESIGHT does not represent that its opinions of probable costs will be accurate. CLIENT therefore waives any claim against FORESIGHT relative to the accuracy of any opinion of probable construction costs prepared by FORESIGHT. If more accurate construction "estimates" is needed, CLIENT should hire a professional estimator.

IX. SERVICES DURING CONSTRUCTION:

If FORESIGHT's services include the performance of any services during the construction phase of the Project, it is agreed that the purpose of any such services (including any visits to the site) will be to enable FORESIGHT to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the CLIENT with a greater degree of confidence that the completed work of the construction contractor or contractors (hereinafter "Contractor") will conform generally to the Contract Documents, and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. Any Construction Observation Site Visits will be conducted at intervals appropriate to the stage of construction to allow FORESIGHT to observe the general progress and quality of the Contractor's work, and to enable FORESIGHT to give the CLIENT a greater degree of confidence that the work is being performed in a manner consistent with the construction documents. These Construction Observations shall not be construed as being equivalent to "Inspections" or full-time On-Site Project Representation, and are not represented as being complete or comprehensive. During Construction Observation Site Visits, FORESIGHT shall not be responsible for any of the Construction Activities on the jobsite. FORESIGHT shall have no responsibility for supervising, directing or controlling in any way the Contractor's work. FORESIGHT shall have no authority over nor responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, nor jobsite safety precautions and programs incidental to the work of Contractor, nor for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes, permit conditions, or orders applicable to Contractor furnishing and performing its work. FORESIGHT does not guarantee the performance of the construction contract by the Contractor, and is not responsible if Contractor fails to furnish and perform its work in accordance with the Contract Documents, nor for any Change Orders that are issued during construction.

X. WORK SCHEDULE: FORESIGHT will endeavor to complete its services within the estimated schedule in the Agreement. If FORESIGHT is obstructed or delayed by any act of the CLIENT or the CLIENT's Contractor or agents, or by any act beyond the control of FORESIGHT including, but not limited to, inclement weather, illness, strikes, unanticipated degree of difficulty encountered in performing said services, or delay created within or by approving agencies, then the scheduled date for completion of the services will be extended an equivalent number of days. Compensation for any resulting additional services may also be required.

XI. PAYMENT TERMS; SUSPENSION OF SERVICES: The CLIENT agrees to pay FORESIGHT for the services rendered under this Agreement according to the amounts and payment methods specified in the Agreement. FORESIGHT will send you periodic invoices. Payment is due when you receive the bill. If you do not pay the balance due within thirty calendar days after the invoice date, FORESIGHT will add a FINANCE CHARGE OF 1½% PER MONTH (18% PER YEAR) to the amount due. In addition, FORESIGHT, at its sole discretion, may give you seven (7) days written notice, and suspend services under this Agreement unless you remit full payment within seven days. FORESIGHT is not liable for any delay or consequential damages which result from such suspension of services. The CLIENT agrees to pay all costs of collection, including reasonable attorneys' fees.

XII. DELIVERY AND REUSE OF ELECTRONIC FILES

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant.

The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

FORESIGHT makes no representation about the electronic files transmitted to CLIENT being compatible with Client's programs and computer systems. If FORESIGHT is required to expend additional effort to reformat electronic files into other formats for CLIENT's use, these efforts shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of ten (10) working days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic files shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy work product documents. In the event of a conflict between the final issued work product documents prepared by the Consultant and electronic files, the final hard-copy documents shall govern.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless FORESIGHT, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant. Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no

event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

XIII. OWNERSHIP AND USE OF DOCUMENTS: FORESIGHT will retain ownership of all documents it prepares or furnishes for this Project. This includes but is not limited to plans, drawings, reports, opinions of probable construction cost, specifications, field notes, computations, test data, computer files, and other such data, whether produced by hand or electronically, in hard copy or on electronic media. These documents are instruments of service prepared by FORESIGHT, and FORESIGHT shall retain all common law, statutory and other reserved rights, including without limitation, the copyrights thereto. FORESIGHT agrees to provide CLIENT with a limited license to use the "Work Products" listed in the Agreement for the intended purposes of the Project, and for information and record reference purposes in connection with the completed Project. Such limited license of the "Work Products" to the CLIENT, however, does not convey to the CLIENT any ownership rights, copyrights, or rights to reuse the Work Products for any other project. In consideration of full payment for its services, FORESIGHT agrees that it will not release any confidential or proprietary "Work Products" specified in the agreement to any other party without CLIENT's prior consent. CLIENT may use the Work Products for reference information for the specified Project but for no other projects. CLIENT agrees not to re-use (or allow other parties to use) the "Work Products" or information (a) to complete the Project if FORESIGHT's agreement has been terminated or FORESIGHT is no longer involved in the Project; (b) extensions or revisions of the Project without FORESIGHT's involvement; or (c) any other project. If CLIENT wants to re-use or adapt FORESIGHT's previous work, the CLIENT is obligated as a condition precedent to negotiate with FORESIGHT appropriate additional compensation, indemnification clause, and other terms for such re-use or adaptation. If CLIENT re-uses or adapts the work without FORESIGHT's written authorization, consent or involvement, CLIENT assumes all associated responsibilities and risks, and agrees to defend, indemnify and hold harmless FORESIGHT and its sub-consultants, agents, officers and employees, from all direct or indirect claims, damages, losses and expenses, including reasonable attorney's fees and expert witness fees, arising out of or resulting therefrom such unauthorized reuse. Unless specifically stated in this Agreement, FORESIGHT will not provide CLIENT with any "Work Products" on electronic media. If such transfer of data is later agreed to, Special Terms and Conditions for Use of Electronic Data Files will apply in addition to these General Provisions and there may be additional compensation.

XIV. HIDDEN CONDITIONS & HAZARDOUS MATERIALS:

FORESIGHT's services do not include studies or investigations regarding Hidden Conditions or Hazardous Materials. A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. This includes without limitation underground utilities. Hazardous Materials may include, but are not limited to, asbestos, or spills of oil or other pollutants. If CLIENT is aware of or has reason to believe that such Hidden Conditions or Hazardous Materials exist on the site, CLIENT shall notify FORESIGHT. If FORESIGHT has reason to believe that Hidden Conditions or Hazardous Materials may exist on the Project Site, FORESIGHT shall notify the CLIENT. In either case, CLIENT shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, costs necessary to correct said condition. If (1) the CLIENT fails to notify FORESIGHT, or (2) CLIENT fails to authorize such investigation or correction after due notification by FORESIGHT of such a condition, or (3) FORESIGHT has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and FORESIGHT shall not be responsible for the existing condition nor any resulting damages to persons or property. Unless specifically agreed upon prior to the commencement of service, FORESIGHT shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form. In addition, it is agreed

that FORESIGHT's liability insurance may not cover costs from claims involving hazardous materials. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to release, defend, indemnify and hold harmless FORESIGHT and its sub-consultants, agents, officers and employees, from and against all claims, damages, losses and expenses, direct and indirect, including but not limited to attorneys' fees and defense costs, arising out of or resulting from the performance, or non-performance, of any services by FORESIGHT or claims against FORESIGHT involving Hidden Conditions or Hazardous Materials.

XV. CHANGED CONDITIONS; PROJECT CHANGES: During the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to FORESIGHT may be revealed, or may arise during the preparation of construction documents or during the construction phase. Changed Conditions may include but are not limited to redesign for owner-requested changes or permit-imposed conditions, changes in design scope during the CD phases resulting from coordination with other disciplines or "value engineering", issuance of Change Orders during construction, or other unforeseen conditions. To the extent that such Changed Conditions affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, FORESIGHT may call for renegotiation of appropriate portions of this Agreement. FORESIGHT shall notify CLIENT of the changed conditions necessitating renegotiation, and FORESIGHT and CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

XVI. INDEMNIFICATIONS: FORESIGHT and CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

XVII. TERMINATION: In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay FORESIGHT for all services rendered and all reimbursable costs incurred by FORESIGHT up to the date of termination, in accordance with the payment provisions of this Agreement. Client may terminate this Agreement for the Client's convenience and without cause upon giving FORESIGHT not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving other party not less than seven (7) calendar days' written notice for any of the following reasons: Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party; Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate; Material changes in the conditions under which this Agreement was entered into including a significant change in the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes. In the event of any termination that is not the fault of FORESIGHT, the Client shall pay FORESIGHT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by FORESIGHT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

XVIII. ALLOCATION OF RISKS; LIMITATION OF PROFESSIONAL LIABILITY: CLIENT and FORESIGHT have discussed the respective risks, rewards, and benefits of the Project while developing the objectives and Scope of Services. This Agreement represents an equitable allocation of those risks and rewards. In consideration of FORESIGHT's risks, and in order to persuade FORESIGHT to enter into this agreement, CLIENT agrees to limit FORESIGHT's total liability to the CLIENT for or on account of all claims and/or damages of any nature whatsoever caused by or arising out of FORESIGHT's performance of its services on this Project, including but not limited to FORESIGHT's negligent acts, errors or omissions, such that the total aggregate liability of FORESIGHT shall not exceed Fifty Thousand Dollars (\$50,000) or FORESIGHT's total fee, invoiced and paid, for services rendered on this Project, whichever is greater. FORESIGHT agrees to maintain Professional Liability Insurance in effect throughout the term of this Agreement. An Insurance Certificate will be sent to CLIENT upon request. In consideration of FORESIGHT procuring and maintaining said insurance, CLIENT agrees to hold personally harmless and hereby releases any and all claims against any director, officer, employee, or agent of FORESIGHT arising from any negligent act, error, or omission now existing or hereinafter arising in connection with the Project. CLIENT agrees that for any and all claims for damages that it may have arising from any negligent act, error, or omission by FORESIGHT, CLIENT shall assert said claim against FORESIGHT directly and not against any of FORESIGHT's directors, officers, employees, or agents.

XIX. CONSEQUENTIAL DAMAGES: Notwithstanding any other provision of the Agreement, CLIENT and FORESIGHT agree that neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or FORESIGHT, their respective employees, directors, officers, agents, consultants, or contractors. Consequential damages may include but are not limited to loss of use, loss of profit, damages due to delays, and/or effect on financing.

XX. DISPUTE RESOLUTION: CLIENT and FORESIGHT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation, unless the parties mutually agree otherwise in writing. CLIENT and FORESIGHT further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

XXI. APPLICABLE LAW: The offer to perform services under this Agreement has been signed in the Commonwealth of Massachusetts and all terms and conditions of the Agreement shall be interpreted according to Massachusetts laws.

XXII. ACCEPTANCE PERIOD: This Agreement is open for acceptance for a period of thirty (30) days after the offering date on the Agreement, after which time it becomes null and void.