

TOWN HALL 3 EAST MAIN ROAD PERU, MA 01235

SELECT BOARD MEETING MINUTES: May 26, 2026 @ 6:00 p.m.

Town Hall Community Center

Edward Munch, Selectman
Samuel Haupt, Selectman
Terry Walker, Recording Secretary
Bruce Cullett, Police Chief
Justin Russell, Highway Superintendent

Public Attendees: Tina Barrington,

Item 1: Call to order: Selectman Haupt acting as Chairman called the meeting to order at 6:00 p.m.

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

Item 3: State Recording status: TA Walker recording,

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

Item 5: Review and Approve BOS Meeting Minutes for 5/18/2026: Selectman Haupt mentioned that Chairman Leach requested that the minutes for 5/18/2026 be placed on hold until all three members are present.

Item 6: Update from Departments:

Police Department:

Chief Cullett mentioned that the bi-annual skills training for police officers took place last Saturday and the towns of Windsor and Hinsdale also qualified.

Emergency Management Director:

EMD Cullett mentioned that EMPG grant had restrictions and parts for the UTV did not qualify. The Town of Peru joined with other towns to purchase a trailer with heating and cooling units that all towns can utilize in the event of an emergency.

Highway Department:

Superintendent Russell mentioned:

- Titan Roofing are planning to restore the salt shed roof by late June.
- Patching potholes nearly completed
- Grading on all gravel roads has been completed
- Justin mentioned that he will be attending a culvert replacing class in Middlefield

Selectman Haupt motion to allow Superintendent Russell to sign BRPC contract, Selectman Munch second, 2-0.

Town Administrator:

TA Walker mentioned that she and Superintendent Russell have been diligently working on the million-dollar MassWorks grant and submission will be no later than June 3rd.

Item 7: Review and Approve accounts payable, Treasury Warrants, Payroll warrants: V24-2026

Item 8: Public Input: None

Selectman Haupt motion to recess meeting at 6:08 p.m. and reconvene at 6:26 p.m. Selectman Munch second 2-0.

Selectman Haupt motion to call meeting back to order at 6:26 p.m. Selectman Munch second, 2-0.

Selectman Haupt present, Selectman Munch present.

TA Walker recording

Item 9: Adjourn: Selectman Haupt motion to adjourn the 5/26/2026 BOS Meeting, Selectman Munch second, Vote 2-0.
The 5/26/2026 BOS Meeting adjourned at 6:41 P.M.

Articles used:

5/18/2026 minutes

Warrant: V24-2026

BRPC contract

Terry Walker

Recording Secretary

Verne Leach, Chairman

Samuel Haupt, Selectman

Edward Munch, Selectman

Date Approved: 6/8/26

Samuel Haupt

Ed Munch

Received 6/15/2026
Kim Leach, Town Clerk



BRPC
Berkshire Regional Planning Commission

1 Fenn Street, Suite 201
Pittsfield, MA 01201
T: (413) 442-1521 · F: (413) 442-1523
TTY: 771 or (800) 439-2370
berkshireplanning.org

Agreement By and Between

The Town of Peru

and Berkshire Regional Planning Commission

THIS AGREEMENT made as of the 19th day of May, 2026, is by and between the Town of Peru, hereinafter called the TOWN, and the Berkshire Regional Planning Commission, hereinafter called the COMMISSION.

WHEREAS, the TOWN OF PERU has entered into an Agreement with the Berkshire Regional Planning Commission to conduct Procurement Services (the "Project").

WHEREAS, professional services relating to the implementation of the Project are sought to assist the TOWN OF PERU in the timely achievement of the Project objectives.

NOW, THEREFORE THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. **ENGAGEMENT OF COMMISSION:** The TOWN hereby engages the COMMISSION to perform the services set forth herein and the COMMISSION hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The COMMISSION shall perform the necessary services as described in Attachment A. The COMMISSION shall perform its services in accordance with reasonable professional standards of skill, care, and diligence.
3. **RESPONSIBILITY OF THE TOWN:** The TOWN shall assume responsibility for assisting the COMMISSION insofar as possible for the purpose of efficiency and furnishing the COMMISSION with information needed to satisfactorily complete the services.
4. **REPORTING:** The COMMISSION will submit written reports to the TOWN on the status of professional services as specified in Attachment A, or at other times as required by an information request or reporting requirement by the Highway Superintendent.
5. **TIME OF PERFORMANCE:** The services of the COMMISSION are to commence on or about May 26, 2026, and shall be undertaken and completed in sequence as to assure their expeditious completion. All services required hereunder shall be completed no later than July 30, 2026.
6. **COMPENSATION:** The TOWN will pay the COMMISSION a total fee in amount not to exceed \$2,705.00, based on a mutually agreed upon invoice procedure.
7. **AVAILABILITY OF FUNDS:** The compensation provided by this agreement is subject to the continued availability of funds for the procurement services, and to the continued eligibility of the Commonwealth and the TOWN to receive such funds.
8. **WITHDRAWAL:** The TOWN or COMMISSION may withdraw from this agreement for cause upon 15 days written notice. In the event of any such withdrawal, all finished and unfinished material shall become the property of the TOWN and the COMMISSION will be compensated for services provided to the date of termination.

9. AMENDMENTS: This agreement may be amended as agreed to in writing by the signatories hereto.
10. NON-DISCRIMINATION: The COMMISSION shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin.
11. INDEMNIFICATION: To the extent permitted by law, the TOWN shall indemnify and hold the COMMISSION harmless from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys' fees, or liability of every kind and description that the COMMISSION may incur or suffer resulting from, in connection with, or arising out of the design, construction, operation or maintenance of the Project, and from any subsequent future damage resulting from acts of nature, negligence, vandalism or other causes.
12. CONFLICT OF INTEREST: The COMMISSION acknowledges that the TOWN is a municipality for purposes of Chapter 268A of the Massachusetts General Laws, and the COMMISSION agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the COMMISSION based on said statute.
13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
14. COPYRIGHT: No material prepared in whole or in part under this agreement shall be subject to copyright in the United States of America or in any other country. All material produced under the terms of this agreement is public property and cannot be copyrighted by either the COMMISSION or the TOWN.
15. SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of the agreement shall not be affected thereby, and all other parts of this agreement shall nevertheless be in full force and effect.
16. ASSIGNMENT: This Agreement may not be assigned by either party.

IN WITNESS thereof, the TOWN and the COMMISSION have executed this agreement as of the date above written.

By: 
Justin Russell
Highway Superintendent, Town of Peru

Date: 5-28-26

COMMISSION:

By: 
Laura Brennan
Executive Director

Date: 6/5/2026

Attachment B
Payment Schedule

The TOWN will be billed monthly by the COMMISSION for actual hours spent by the assigned COMMISSION staff in providing the planning services required. The assigned COMMISSION planner is Rebecca Slick. The COMMISSION will account for time spent in the service of the TOWN in a mutually agreed to manner. This accounting will be included with all invoices to the TOWN. Payment for the COMMISSION planner will be based on the actual salary plus the applied overhead rate. Salary plus the applied overhead rate is estimated as follows:

Rebecca Slick, Senior Planner \$90.00 per hour

The maximum hourly rate to the TOWN will not exceed \$90/hour.

The total cost to the TOWN shall not exceed \$2,705.00.00.

Payment is due within 30 days of receipt of an invoice.

For BRPC Use Only

Agreement Reviewed by Office Manager _____ Finance _____ Dpt# Name _____