

***Berkshire, SS.***  
***To either of the Constables of the TOWN of CHESHIRE in  
the County of BERKSHIRE  
GREETING.***

*In The Name of THE COMMONWEALTH OF MASSACHUSETTS, you are hereby directed to notify and warn the inhabitants of said Town, qualified to vote in elections and in Town affairs, to meet at said Cheshire.*

Place: Cheshire Elementary School  
191 Church St., Cheshire 01225

Date: Monday, June 10, 2019

Time: 7:00pm

Voter check-in to begin at 6:30pm.

**CHESHIRE ANNUAL TOWN MEETING**

Article 1. To hear the Annual Report of the Selectmen and the other officers and to act thereon.

Article 2. To see if the Town will vote to raise and appropriate from available funds in the Treasury such sum or sums of money as may be necessary to defray the ordinary expenses of the Town for the ensuing year, and to pay interest on loans maturing in this year, *or take any other action in relation thereto.*

Article 3. To see if the Town will vote to appropriate from certified free cash the sum of \$140,000 (one hundred forty thousand dollars) to reduce the tax rate, *or take any other action in relation thereto.*

Article 4. To see if the Town will vote to borrow and appropriate any additional sum or sums of money which will be reimbursed by the Commonwealth under any applicable State Aid Highway Programs for construction or improvements to Town roads and bridges as requested by the Selectmen, *or take any other action in relation thereto.*

Article 5: To see if the Town will vote to appropriate from certified free cash the sum of \$17,800 (seventeen thousand eight hundred dollars) for the purpose of

funding the Board of Assessors to conduct a reclassification, *or take any other action in relation thereto.*

Article 6: To see if the Town will vote to appropriate from the Town Stabilization Fund the sum of \$60,000 (sixty thousand dollars) for the purpose of providing heating maintenance to the former Cheshire Elementary School Building, *or take any other action in relation thereto.*

[NOTE: This article requires a two-thirds vote for approval]

Article 7: To see if the town will vote to adopt proposed zoning amendments to the Town of Cheshire Protective and Planning Zoning Bylaw for the purpose of allowing certain accessory agricultural uses. The purpose of this article is to allow certain accessory agricultural uses to provide additional economic opportunities for farmers, *or take any other action in relation thereto.*

[NOTE: The full text of this proposed bylaw shall be made available at this meeting.]

[NOTE: This article requires a two-thirds vote for approval]

Article 8: To see if the town will vote to adopt a proposed zoning amendment to the Town of Cheshire Protective and Planning Zoning Bylaw for the purpose of creating a light industrial district. This new light industrial district would be used for the manufacturer or assembly of a product including processing, blending, fabrication, assembly, treatment and packaging and qualifies the Town of Cheshire to enter the Green Communities program, while being sensitive to adjacent properties, with an effective date of July 1, 2019, *or take any other action in relation thereto.*

[NOTE: The full text of this proposed change shall be made available at this meeting.]

[NOTE: This article requires a two-thirds vote for approval]

Article 9: To see if the Town will vote to enact the following General Bylaw, entitled “Stretch Energy Code” for the purpose of regulating the design and construction of buildings for the effective use of energy, pursuant to Appendix 115.AA of the Massachusetts Building Code, 780 CMR, the Stretch Energy Code, including future editions, amendments or modifications thereto, with an effective date of July 1, 2019, a copy of which is on file with the Town Clerk, *or take any other action relative thereto.*

Article 10: To see if the Town will vote to amend the Adams Cheshire Regional School District Regional Amendment as unanimously approved by the School Committee on December 10, 2018 and submitted to the selectmen of each member town as the agreement of the “Hoosac Valley Regional School District”, *or take any other action in relation thereto.*

**[NOTE:** The full text of this proposed agreement is attached to this document.]

Article 11: To see if the Town will vote to authorize the Treasurer, per MGL Chapter 44, Section 2, to borrow the sum of \$95,000 (ninety-five thousand dollars) for the purpose of purchasing a used road grader and to dispose of a 1986 Dresser Road Grader to the highest responsible bidder, contingent upon subsequent passage of a Proposition 2 1/2 debt exclusion vote, *or take any other action in relation thereto.*

**[NOTE:** This article requires a two-thirds vote for borrowing approval and subsequent majority ballot vote for a Proposition 2 1/2 debt exclusion to be held at a future election.]

Article 12: To see if the Town will vote to enact the following General By-Law: “An Ordinance Relative to Marijuana Cultivation” for the purpose of reducing the conditions that create public nuisances through enacting regulations including without limitation, restrictions to cultivation, and to prohibit, to the maximum extent allowed under state law, with limited exceptions, the commercial, medical, and recreational cultivation, manufacture, testing, distribution, transportation, and storage of cannabis in order to preserve the public peace, health, safety, and general welfare of the citizens of Cheshire, with an effective date of July 1, 2019, a copy of which is on file with the Town Clerk, *or take any other action relative thereto.*

[NOTE: This article appears by way of a citizen's petition.]

Article 13: To see if the Town will authorize the transfer from the Water Department surplus account the sum of \$10,280.00 for the purpose to pay bills owed from FY 2018, *or take any other action in relation thereto.*

Article 15: To do and transact any other business that may properly come before this meeting, *or take any other action in relation thereto.*

*HEREOF FAIL NOT, and make due return of this Warrant, with your doings thereon, to the Town Clerk at the time and place of meeting as aforesaid.*

*Given under our hands this 28<sup>th</sup> day of May in the year of our Lord two thousand nineteen.*

\_\_\_\_\_ *Robert Ciskowski*

\_\_\_\_\_ *Jason Levesque*

\_\_\_\_\_ *Mark Biagini*

*A true copy: Attest:*

\_\_\_\_\_, *Constable*

*Berkshire, ss.*

*PURSUANT TO THE WITHIN WARRANT, I have notified and warned the inhabitants of the Town of Cheshire by posting up attested copies of the same at: Cheshire Town Hall, Town Hall Annex, Cheshire Police Department, Cheshire Post Office, H.D. Reynolds General Merchandise and the Cheshire Community/Senior Center.*

           *days before the date of the meeting, as within directed.*

\_\_\_\_\_ *Constable of Cheshire*



Cheshire – Public Hearing \_\_\_\_\_, 2019

Fact Sheet

Article 2:

Article \_\_\_\_ To see if the town will vote to adopt the proposed zoning amendment to the Town of Cheshire Protective and Planning Zoning Bylaw for the purpose of allowing certain accessory agricultural uses, or take any action relating thereto. Changes to the Protective and Planning Zoning Bylaws include Section 3.2. Table of Use Regulations and Section 12 Definitions and adding new sections 3.11, 3.12, and 3.13.

The purpose of this article is to allow certain accessory agricultural uses to provide additional economic opportunities for farmers.

Add the following uses to the Table of Use Regulations as Accessory Uses. Changes shaded and italicized.

**3.2 Table of Use Regulations**

(b) Accessory Uses	Zoning Districts			
	R-1	A-R	B	LI
17. Accessory Farm Stores	NO	YES*	NO	NO
18. Agricultural Tourism, or Agritourism	NO	YES*	NO	NO
19. Value Added Agriculture Uses	NO	YES*	NO	NO

\*Subject to Performance Standards

Add a new section 3.11. Proposed changes shaded.

**3.11 Performance Standards for Accessory Farm Stores**

Accessory Farm Stores shall comply with the following:

- A. No accessory farm store shall be located within 25 feet of a street line.
- B. Provision shall be made for off street parking.

Add a new section 3.12. Proposed changes shaded.

**3.12 Performance Standards for Agricultural Tourism, or Agritourism**

Agricultural tourism, or Agritourism uses shall comply with the following:

- A. Agricultural tourism may only occur on farm property which qualifies as a farm as defined by the Town of Cheshire Right to Farm bylaw.
- B. The side, front and back setbacks for all events, including, but not limited to weddings and concerts, must be no less than 100 ft.

- C. There shall be no electronically amplified sound at events except between the hours of 10:00am and 10:00pm.
- D. Must comply with all applicable permits or licenses, including but not limited to those required by the Board of Health.

Add a new section 3.13. Proposed changes shaded.

### **3.13 Performance Standards for Value Added Agriculture Uses**

Value-added agriculture uses shall comply with the following:

- A. Value added agricultural production is only allowed on parcels of two acres or larger.
- B. No buildings shall be located within 100 ft of a district not allowing that use.
- C. No buildings shall be located within 25 feet of a street line.
- D. All value-added agricultural production must remain compliant with all applicable State and Federal regulations
- E. Must comply with all applicable permits or licenses, including but not limited to those required by the Board of Health.

Add the following definitions to Section 12 Definitions

**ACCESSORY FARM STORE:** An onsite retail outlet in a permanent structure for farm products that is subordinate to the growing or harvesting of crops (except cannabis) or the raising of livestock designed to bring the public to the farm for the purpose of agricultural products, agriculturally-related products, and/or value-added agricultural products.

**AGRICULTURAL TOURISM, OR AGRITOURISM:** Agriculturally related accessory uses that are subordinate to the growing or harvesting of crops (except cannabis) or the raising of livestock designed to bring the public to a farm on a temporary or continuous basis, including but not limited to, retail sales of agricultural products, short-term stays, weddings, similar events, small concerts, and other farm -located events, classes and workshops.

**VALUED ADDED AGRICULTURE:** The enhancement or improvement of an agricultural commodity (except cannabis) or of an animal or plant product produced on a farm to a higher value. The enhancement or improvement includes but is not limited to marketing; processing, transforming, and/or packaging of agricultural commodities grown, raised, or otherwise created on the premises controlled by the owner of the agricultural operation into a product of higher value.



Article 8

Cheshire – Public Hearing \_\_\_\_\_, 2019

Fact Sheet

Article 1:

Article \_\_\_\_ To see if the town will vote to adopt the proposed zoning amendment to the Town of Cheshire Protective and Planning Zoning Bylaw for the purpose of creating a light industrial district from the parcels located at the following addresses: 805-839 Lanesborough Road, 781 South State Road and 901 South State Road parcels, or take any action relating thereto. Changes to the Protective and Planning Zoning Bylaws include Section 2.1 Types of Zoning Districts, Section 2.2 Locations of Districts, Section 3.2. Table of Use Regulations, Section 3.10 Performance Standards for Uses in the Light Industrial Zone, Section 4.2 Table of Dimensional Requirements and Section 12 Definitions.

The purpose of this article is to create a light industrial district. The light industrial district would be used for the manufacturer or assembly of a product including processing, blending, fabrication, assembly, treatment and packaging. The creation of a light industrial zone qualifies the Town of Cheshire to enter the Green Communities program, while being sensitive to adjacent properties.

Text shaded and bolded are proposed to be added.

**2.1 Types of Zoning Districts**

For the purpose of this Bylaw, this Town of Cheshire is divided into the following districts in which the use, construction, alterations and locations of buildings, and the use of land is regulated to protect the public health, safety and welfare in accordance with Article 89 of the Constitution of the Commonwealth and Chapter 40A of the General Laws and amendments thereto:

**Base Districts**

- R-1 Residential District
- A-R Agricultural-Residential District
- B Business District
- LI Light Industrial District**

**Overlay Districts**

- FP Flood Plain
- District FHD Flood Hazard District
- WSPD Water Supply Protection District

**2.2 Location of Districts**

The districts set forth in Section 2.1 are defined and bounded as shown on a map entitled “Zoning Map of Cheshire, Massachusetts” dated \_\_\_\_\_ 2019, and on file in the Office of the Town Clerk, said map and all explanatory matter thereon are hereby declared to be part of this Bylaw.

A new Light Industrial Zone (LI) would be added. Items shaded and in italics are new items.

### 3.2 Table of Use Regulations

Special Permit Granting Authority (SPGA) and symbols used in the following table:

**YES** = Use permitted by-right

**SPA** = Use that may be authorized by special permit from the Zoning Board of Appeals in accordance with the provisions of Section 10.1 herein.

**SPP** = Use which may be authorized by special permit from the Planning Board in accordance with the provisions of Section 10.1 herein.

**NO** = Specifically excluded or prohibited use (see also Section 3.3)

(a) Principal Uses	Zoning Districts			<i>LI * Uses Subject to performance standards*</i>
	R-1	A-R	B	
<i>Residential Uses</i>				
1. One-family dwelling.	YES	YES	YES	<i>YES</i>
2. Two-family dwelling, provided the lot area is at least twice the minimum lot area in the district if not serviced with community sewerage or water supply.	YES	YES	YES	<i>YES</i>
3. Multi-family dwelling.	NO	NO	SPP	<i>SPP</i>
4. Conversion of a one or two-family dwelling existing on January 1, 1976 and containing 4,000 square feet or more of livable floor area may be authorized under this Bylaw by special permit in the district or any combination of such uses, as regulated in Section 10.1 of this Bylaw.	SPP	SPP	SPP	<i>SPP</i>
5. Mobile home (as a permanent dwelling).	NO	SPP	SPP	<i>NO</i>
<i><u>Institutional, Municipal and Community Uses</u></i>				
6. Religious or educational use on land owned or leased by the Commonwealth or any of its agencies, subdivisions or bodies politic or by religious sect or denomination, or by a non-profit educational corporation.	YES	YES	YES	<i>YES</i>

7. Municipal or governmental use.	SPA	SPA	SPA	NO
8. Public utilities such as telephone exchange, natural gas or electric power facility, pumping station, railroad or bus station.	SPP	SPP	SPP	YES
9. Non-profit library or museum.	SPP	YES	YES	NO
10. Hospital, sanitarium, nursing home, children's day care center or other similar use established and operated under the State Department of Health regulations.	SPP	SPP	SPP	SPP
11. Private school, college, nursery school, trade or professional school.	SPP	YES	YES	YES
<b><u>Recreational Uses</u></b>				
12. Golf, tennis, swimming or sportsmen club, ski tow, livery or riding stable or other recreational use of similar character.	SPP	YES	SPP	SPP
13. Summer camps for children or family type campgrounds established and operated under the State Sanitary Code Article IV and VIII respectively.	SPP	YES	SPP	SPP
14. Private club (as defined in this Bylaw).	SPP	SPP	SPP	SPP
15. Boat house for rental of boats and canoes.	SPP	YES	YES	SPP
<b><u>Business, Industrial and Other Uses</u></b>				
16. Hotel, motel, guest house or restaurant where food is served primarily for consumption within the building.	NO	SPP	YES	YES
17. Antique or gift shop or art gallery.	SPP	YES	YES	YES
18. Automobile service station, commercial garage or sales garage.	NO	SPP	SPP	SPP
19. Place of amusement or assembly.	NO	YES	SPP	SPP
20. Sale or storage of feed, fuel, lumber or building supplies.	NO	YES	YES	YES
21. Research laboratory or light manufacturing (including solar) activity where the major portion of the product is retailed on the premises or by mail. Subject to performance standards.	NO	YES	YES	YES
22. The removal of sand, gravel, rock, loam, topsoil or other earth material as governed by Planning Board regulations.	SPP	SPP	SPP	SPP
23. Office, bank, retail business or consumer service establishment, unless specifically otherwise regulated in this Bylaw.	NO	SPP	SPP	SPP

24. Any lawful industrial, manufacturing, warehousing, service or utility use, including processing, fabrication, assembly or storage unless specifically otherwise regulated in this Bylaw.	NO	SPP	SPP	YES
25. Commercial greenhouse, nursery or landscape gardening.	NO	YES	YES	YES
26. The use of land or structure for the primary purpose of agriculture, horticulture or floriculture.	YES	YES	YES	YES
27. Kennel or veterinary hospital.	NO	SPP	SPP	SPP
28. Cemetery.	SPP	SPP	SPP	NO
29. Commercial race track, drive-in theatres, trailer parks, billboards or off-premise signs.	NO	NO	NO	NO
30. Used car lots or other automobile sales establishments where vehicles for sale are stored outdoors or junkyards.	NO	SPP	SPP	NO
31. Dump or other area for the disposal of rubbish, except for officially designated areas for such purpose by the Town of Cheshire.	NO	SPP	NO	NO
32. Radioactive Waste (see Section 8.2).	NO	SPP	NO	NO
33. Hazardous Waste (see Section 8.2).	NO	SPP	NO	NO
34. Wireless Telecommunication Facilities (see Section 8.3).	SPP	SPP	SPP	SPP
35. Large Wind Energy Facilities (see Section 8.4).	NO	SPP	NO	NO
36. Solar Photovoltaic Installations (see Section 8.6).	SPP	SPP	SPP	SPP

(b) Accessory Uses	Zoning Districts			
	R-1	A-R	B	LI
1. Occupation, profession, craft or art engaged in within a dwelling or in an accessory building by a resident of the premises, as a use accessory thereto, and employing not more than two persons outside the household, and provided there is no external evidence of the conduct of such occupation, profession, craft or art except the permitted sign as regulated in Section 7 of this Bylaw.	YES	YES	YES	YES

2. The use of a room or rooms in a dwelling by resident thereof for business or profession involving the provision of services or sale of products, articles or goods made on the premises, and employing not more than one person outside of the household, provided there is no external evidence of the conduct of such business or occupation except the permitted sign as regulated in Section 7 of this Bylaw.	YES	YES	YES	YES
3. Use of premises by a resident carpenter, electrician, painter, plumber, or other artisan, for incidental work in connection with his off premises occupation, provided that no manufacturing or business requiring substantially, continuous employment may be carried on.	YES	YES	YES	YES
4. Storage of materials or equipment as part of a home occupation described in Sections 3.2 (b)(1), 3.2 (b)(2) or 3.2 (b)(3). The storage of materials or equipment shall be within the principal or accessory building or on the rear portion of the lot and properly screened from view from the street and adjoining properties.	SPP	YES	YES	YES
5. Rental of not more than four (4) rooms, with or without meals in a dwelling by a resident family, provided no separate kitchen facilities are maintained.	YES	YES	YES	YES
6. Roadside farm stand selling primarily agricultural, horticultural or floricultural products raised on the premises, provided that no products are displayed for sale within 20 feet of the street.	YES	YES	YES	YES
7. Greenhouse, tennis court, swimming pool or any such facility not for commercial purposes.	YES	YES	YES	YES
8. Stripping of topsoil when incidental to: the erection of a building or structure for which a building permit has been issued; the construction of a private driveway; any accessory use incidental to a permitted use; the construction of a private street in an approved subdivision; or municipal or government construction or operation.	YES	YES	YES	YES
9. The display of a sign or signs pertaining to a permitted use as regulated in Section 7 in this Bylaw.	YES	YES	YES	YES
10. The raising or keeping of domestic animals, for use by residents of the premises, not as a commercial venture, subject to the regulations of the Board of Health, provided all grounds used for pasturing or other purposes involving unrestrained animals shall be fenced.	SPA	YES	YES	YES

11. The raising and keeping of household pets by the residents of the premises not as a commercial venture.	YES	YES	YES	<i>YES</i>
12. Trailer of type intended only for camping purposes, stored within sight of a public way in excess of thirty (30) days in any calendar year provided it is not used for living purposes.	SPP	YES	YES	<i>YES</i>
13. Any accessory use to a by-right use, which is necessary in the connection with scientific research and development or related production, provided the Planning Board finds that the proposed accessory use does not substantially derogate from the public good.	SPP	SPP	SPP	<i>SPP</i>
14. Radioactive Waste (see Section 8.2).	NO	SPP	NO	<i>SPP</i>
15. Hazardous Waste (see Section 8.2).	NO	SPP	NO	<i>NO</i>
16. Small Wind Energy Systems (see Section 8.5).	SPP	SPP	SPP	<i>SPP</i>

Add a new section 3.10.

### 3.10 Performance Standards for Uses in the Light Industrial Zone

- A. Emissions of smoke, dust and other particulate matter, and of toxic and noxious gasses are not to meet or exceed Massachusetts and Federal standards.
- B. Vibration caused by every use shall be so minimized that the ground vibration does not occur at any point on or beyond the parcel in which the use is located.
- C. Heat, odors, glare and/or steam produced by any activity shall be carried on in such a manner that the heat, odors glare or steam shall not intrude beyond the boundary lines of the parcel within which the use is located.
- D. Noise and sound levels within the LI zone are not to exceed levels established by the noise regulations of the Department of Environmental Protection of Massachusetts 310 CMR 7.10
- E. Water supply, drainage, rubbish and waste disposal systems shall conform with all applicable codes and standards.
- F. Discharge into the atmosphere of air contaminants shall be subject to all requirements of the Massachusetts Department of Environmental Protection.
- G. Industrial activities shall be of such nature as not to cause damage or nuisance to the health, safety, peace or general welfare of persons residing or working in the vicinity of the LI zone.

Make changes to the table of dimensional requirements adding a Light Industrial (LI) zone. Changes shaded and italicized.








**4.2 Table of Dimensional Requirements**










Zoning District	Minimum Lot Dimensions		Minimum Yard Dimensions (Setbacks)			Maximum % Lot Coverage (1)	Maximum Height of Buildings	
	Area (sq. ft.)	Frontage (ft.)	Front (ft)	Side (ft.)	Rear (ft.)		Stories	(ft.)
R-1	60,000	200	50	20	30	25	3	40
A-R	60,000	200	50	30	40	20	3	40
B	60,000	200	50	20	30	25	3	40
<i>LI</i>	<i>80,000</i>	<i>200</i>	<i>50</i>	<i>30</i>	<i>40</i>	<i>20</i>	<i>3</i>	<i>40</i>

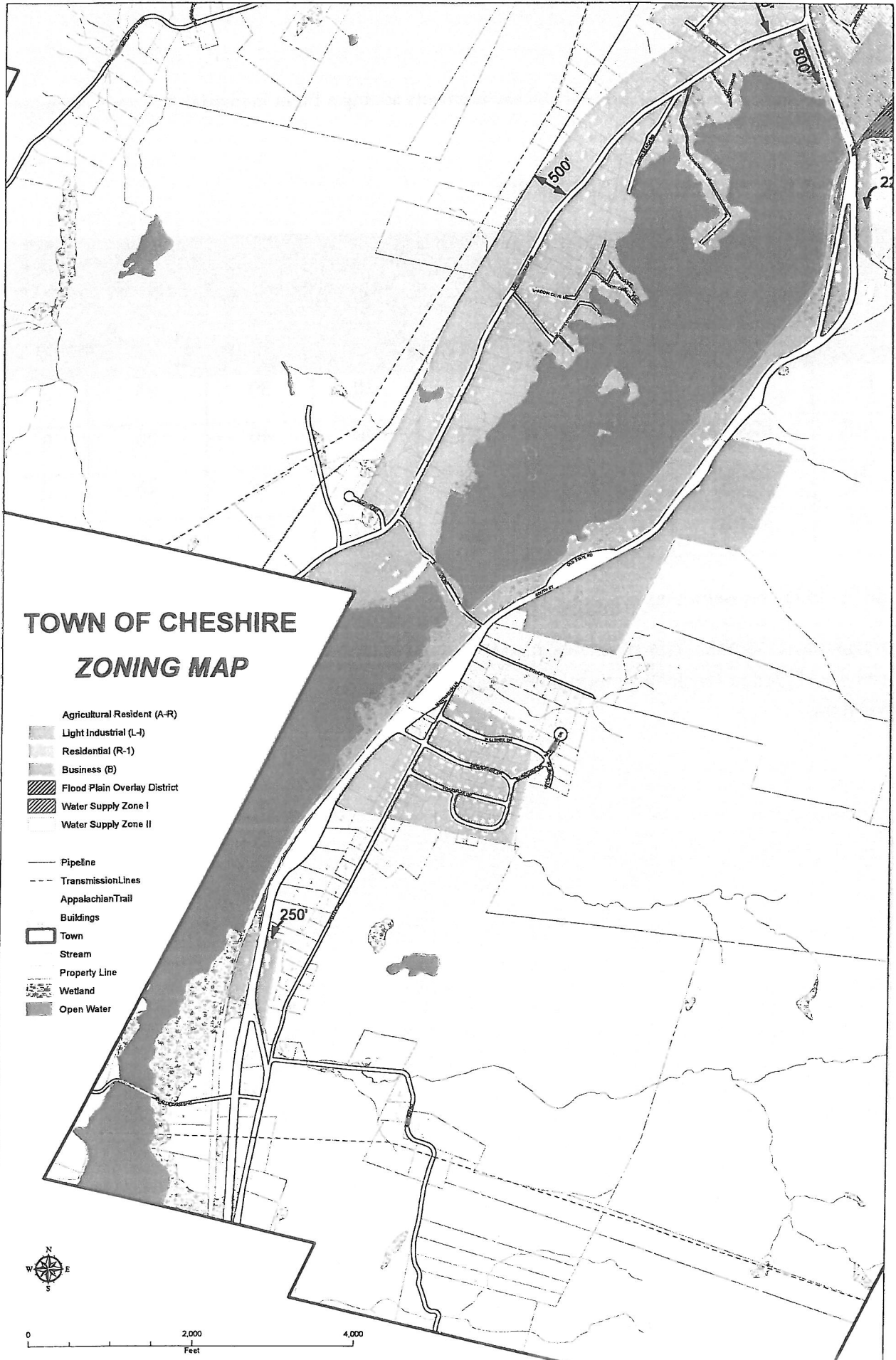
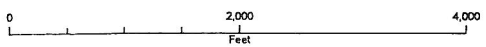
Add the following definition to Section 12 Definitions.

**LIGHT INDUSTRIAL DISTRICT:** A light industrial district is used for the manufacture or assembly of products including processing, blending, fabrication, assembly, treatment and packaging.

# TOWN OF CHESHIRE ZONING MAP

-  Agricultural Resident (A-R)
-  Light Industrial (L-I)
-  Residential (R-1)
-  Business (B)
-  Flood Plain Overlay District
-  Water Supply Zone I
-  Water Supply Zone II

-  Pipeline
-  Transmission Lines
-  Appalachian Trail
-  Buildings
-  Town
-  Stream
-  Property Line
-  Wetland
-  Open Water





Article 11

**The Towns of Adams and Cheshire Massachusetts  
Regional School District  
Agreement**

**Spring, 2019**

**Hoosac Valley Regional School District**

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# **Hoosac Valley Regional School District Agreement Spring, 2019**

This Agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts (M.G.L.), as amended, between the Towns of Adams and Cheshire, hereinafter sometimes referred to as member towns. This Agreement supersedes in its entirety the Agreement between the member towns forming the Adams Cheshire Regional School District dated October 25, 1965, as amended. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

## **Section I**

### **Regional School District**

#### **A. Name of District**

The towns of Adams and Cheshire joined as a regional school district in 1966 and the name of the district was "Adams-Cheshire Regional School District." Upon a vote of approval of this Regional Agreement by the member towns and the approval of the Commissioner of the Department of Elementary and Secondary Education, hereinafter referred to as "Commissioner", the name of the Regional School District now and forever will become "Hoosac Valley Regional School District," hereinafter referred to as the "District."

#### **B. Type of District**

The District shall include all grades from pre-kindergarten through grade 12 (PreK-12) from the two towns of Adams and Cheshire.

#### **C. Powers of the Regional District School Committee**

The District School Committee, hereinafter referred to as the "Committee," is established by this Agreement and shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this Agreement, and such other additional powers and duties as are specified in Sections 16 through 16 I, inclusive, of M.G.L. Chapter 71 and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.

The Committee is hereby authorized, in its discretion, to establish and maintain state-aided vocational education, acting as trustees therefor, in accordance with the

provisions of M.G.L Chapter 74 and acts amendatory thereof, in addition thereto or dependent thereon.

## **Section II**

### **The Regional School Committee**

#### **A. Composition of the School Committee**

The Committee shall consist of seven members each to be elected at large by all of the voters within the member towns, voting at annual town elections to be held on the first Monday in May in every year. Four members of the Committee shall at all times be residents of the Town of Adams and three members of the Committee shall at all times be residents of the Town of Cheshire. All Committee members shall serve until their respective successors are elected and qualified.

#### **B. Election of Members**

1. Nominations for membership on the Committee shall be made in accordance with all the procedures prescribed by law for nomination of town officers voted on in the annual election by the town in which the nominee resides:
  - a. Each nomination petition or certified photocopy shall be presented to the respective registrar of voters of the town in which the candidate resides, and of each town in which any signer of the petition resides for certification of signatures, not later than 42 days prior to the date of the annual election. Each such candidate, or his or her representative, shall return the petition or photocopy with the certification of signatures appearing thereon to the town in which candidate resides 35 days prior to the date of the annual election. The clerk of each member town shall notify the Town Clerk(s) of all other member town(s), in writing, of the names and addresses of the qualified candidates as registered, and which candidates are running for re-election. This certification must be made to the Town Clerk in each town not later than 28 days prior to the date of said election.
  - b. In addition, any town caucus, primary election, or other nominating procedure may, but need not, place in nomination a candidate for any opening in the Committee, which candidate must satisfy the residency requirements stated above.
  - c. The Town Clerk of Adams will inform the Town Clerk of Cheshire of the votes cast for each candidate running at large from Cheshire. The Town Clerk of Cheshire will inform the Town Clerk of Adams of the votes cast for each candidate running at large from Adams.

d. The Town Clerk of Adams and the Town Clerk of Cheshire will determine the persons elected in the District-wide election by identifying the candidates who meet the respective resident requirement and earn the most votes. The Town Clerk of Adams and the Town Clerk of Cheshire will certify to the District Secretary the person(s) elected and administer the oath of office to the person(s) who were elected.

## 2. Default Election Process – Election of a Permanent Committee at Biennial State Elections

In the absence of special legislation to the contrary, Committee members shall be elected as set forth in this subsection 2.

If, after passage of special legislation, elections in the member towns are not held on the same day, the election process will permanently revert to the biennial district-wide elections.

Beginning with the biennial state election immediately following the adoption of this Agreement, members shall be elected in a manner consistent with the provisions of M.G.L. Ch. 71, Sec. 14 E (3), to four-year terms as follows: the town of Adams shall have four members elected for four-year terms; the town of Cheshire shall have three members elected for four-year terms.

Nominations for membership on the Committee shall be made in accordance with the procedures prescribed by M.G.L. Ch. 53, Sec. 6 and 122, and other applicable provisions of law.

### C. Length of Terms

The term of office of each Committee member shall be three years, unless the elections occur at the biennial state election, in which case the terms of office shall be four years. There will be staggered terms and they will be arranged so that one committee seat from each town expires and needs to be filled by election or re-election every year. Every third year, or every fourth year in the case of biennial elections, there will be a need to fill two seats from the town of Adams.

In the event that the District utilizes biennial district wide elections, all members will be elected at the first election. Two persons from Adams with the most votes will serve four-year terms. Two persons from Adams with the third and fourth most votes will serve two-year terms. The one person from Cheshire with the most votes will serve a four-year term and the two persons from Cheshire with the second and third most votes will serve two-year terms.

At the next biennial election, all terms will be for four years.

#### **D. Vacancies**

If a vacancy occurs among the members elected to the Committee, the remaining members of the Committee shall fill the vacancy. The Committee shall post the vacancy on the District's website and copies shall be provided to the Clerks of each member town for posting. The notice shall include the remainder of the term to be filled, the town in which the successor member must reside, the time and manner for submitting expression of interest, and any other matter the Committee determines. Not less than two weeks after the posting of the Notice by the District, the Committee shall evaluate the candidates and from among the qualified candidates select a person to fill the vacancy. To fill the vacancy, a candidate must receive a majority of the votes of the remaining Committee members. The person so elected will serve the remainder of the vacating member's term.

#### **E. Quorum**

A quorum shall exist when a majority of the Committee members are present. However, a member of each town must be physically present or participating remotely for the Committee to conduct any vote. Nothing in this section is designed to conflict with the Massachusetts Open Meeting Law definition of a public body or quorum thereof.

#### **F. Actions by Majority Vote**

Except where otherwise provided by statute or by the terms of this Agreement, actions will be taken by majority vote. For these purposes, a majority vote shall mean an affirmative vote by more than half of the members who are present and voting on the particular matter at a properly called meeting for which a quorum is present. Consistent with the terms of M.G.L. Chapter 71, Section 16B, an affirmative two-thirds vote of the Committee's membership will be necessary to approve the District's annual budget and to apportion among the member towns the amounts necessary to be raised to support said budget.

The following actions of the Committee require a majority vote by more than half of members of the Committee including an affirmative vote from at least one Committee member from each town for the action to be approved:

1. To adopt a name and a corporate seal and to vote to amend the Regional Agreement
2. To file suit, appeal decisions, and settle claims in excess of \$10,000.
3. To acquire property within the towns comprising the District under the provisions of M.G.L. c. 79 and sec. 14 of M.G.L. c. 40 for the purposes of the District to construct, reconstruct, add to, remodel, make extraordinary repairs to, equip, organize, and operate a school or schools for the benefit of the towns comprising the District, and to make any necessary contracts in relation thereto

4. To establish or terminate an employment contract with legal counsel
5. To establish or terminate an employment contract with a superintendent of schools
6. To reconfigure grades within the buildings
7. To close a school
8. To lease and renew leases for land and buildings for educational purposes,
9. To vote to accept a municipal gift for education purposes.

### **G. Committee Officers**

The Committee shall organize and vote to appoint a chair and vice chair from its own membership at the first meeting after the annual town elections. At the same meeting or at any other meeting, the Committee shall appoint a treasurer who shall not be a member of the Committee. The Committee shall appoint a secretary who may be a member of the Committee, and choose such other officers as it deems advisable, determine the terms of office of its officers (except the chair and vice chair who shall be elected as provided above) and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings, and provide for the calling of special meetings.

### **H. Municipal Gifts for Educational Purposes**

This provision applies exclusively to member towns. A member town may, by approval at either an annual or special town meeting, grant to the School Committee a gift for educational purposes. Said educational purpose, goal, or need shall be clearly stated in the warrant article to be acted upon. This grant shall be in addition to the assessments to the member towns issued by the District.

So long as the gift is for educational purposes the Committee may accept the gift. If the Committee does not vote to accept the gift or votes to reject the gift, the Committee shall, through its representative, notify the donor member town and include an explanation for the Committee's decision. The decision not to accept the gift may be revisited upon the written request of the donor member town's select board, at a joint meeting of the donor town's select board and the Committee, whereupon the School Committee shall vote to accept or reject the gift and said decision is final.



## **Section III**

### **Location of Regional School District Schools**

#### **A. Hoosac Valley Middle and High School**

The Hoosac Valley Middle and High School is owned by the District and is located in Cheshire.

#### **B. C.T. Plunkett**

The C.T. Plunkett building, located in Adams and currently operating as Hoosac Valley Elementary School, is owned by the town of Adams and is leased to the District.

#### **C. Leases**

The Committee and the member town that owns a school in which students from the District attend, will enter into a lease according to the following:

Each and every lease for a school and any land appurtenant thereto or used in connection therewith between the District and member town shall be for a term not to exceed twenty years. Each lease shall contain a provision for the extension of the term thereof for an additional term not in excess of twenty years, at the option of the Committee. Each lease shall contain such additional terms and conditions as the Committee and the member town shall agree and in accordance with applicable law; provided, no member town shall receive any rent payment under any lease. A lease shall not contain any term or condition which may interfere with educational programs or the use of a school, or any land appurtenant thereto. Leases shall be duly executed by the Committee and the Selectmen of the member town in which the lease building and land are situated.

## **Section IV**

### **Budget**

#### **A. Tentative Maintenance and Operating Budget**

At the opening of each academic year and adhering as close as possible to , the line items and associated definitions described in the Chart of Accounts, as amended, established, and maintained by the Massachusetts Department of Elementary and Secondary Education, the Committee shall prepare a tentative operating and maintenance budget for the ensuing fiscal year, including therein provision for any installment of principal or interest to become due in such fiscal year on any bonds, notes, or other obligations of the District and any other capital costs to be apportioned to the member towns in such fiscal year.

The budget process will adhere to all legal requirements. The proposed tentative budget will be available for review on the District website and a copy will be available in each member town hall. All necessary postings will meet all provisions of the Open Meeting Law.

#### **B. Final Maintenance and Operating Budget**

Following the public hearing on the tentative budget, the Committee may make any such modifications to its tentative budget as it may deem necessary or desirable. The Committee shall adopt an annual maintenance and operating budget for the ensuing fiscal year not later than forty-five days prior to the earliest date on which the business session of the annual town meeting in any member town is to be held, but in no event later than a date required by applicable Massachusetts Laws and Regulations, provided that said budget need not be adopted earlier than February 1. Said annual maintenance and operating budget shall include debt and interest and any other capital costs, and the said Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Subsection V, B. The amounts so apportioned to each member town shall be certified by the District Treasurer to the treasurers of the member towns within thirty days from the date on which the annual maintenance and operating budget is adopted by the Committee, and each member town shall call a vote, at the next annual town meeting, to appropriate the amounts so certified to it. The District budget, as adopted by two-thirds (2/3) of the Committee, shall require the approval of both member towns. If a budget is not approved by the member towns, the District shall follow the process to approve a final budget as stated in M.G.L. Chapter 71, Section 16B, as amended.

## Section V

### Apportionment and Payment of Costs Incurred by the District

#### A. Classification of Costs

For the purpose of apportioning assessments to the member towns, costs shall be divided into three categories: (1) operating costs; (2) transportation; and, (3) capital and debt costs.

##### 1. Operating Costs

Operating costs shall include all costs not including transportation, capital, and debt costs but including interest on temporary notes issued by the District in anticipation of revenue.

##### 2. Transportation

Transportation costs shall include all costs for transporting students to and from school. Student shall mean a resident of the towns of Adams or Cheshire enrolled in any District school, kindergarten through grade 12. This definition applies to transportation only.

##### 3. Capital and Debt Costs

Capital costs shall include all expenses in the nature of capital outlay, such as the cost of acquiring land; the cost of constructing, reconstructing, and adding to the buildings; and the cost of remodeling or making extraordinary repairs to a school building or buildings, including, without limitation, the cost of the original equipment and furnishings for such buildings or additions, architectural plans and consultants' fees, grading and other costs incidental to placing school buildings or additions and related premises in operating condition. Capital costs shall also include payment of principal and interest on bonds, notes, or other obligations issued by the District to finance capital costs and costs for each project to construct, reconstruct, add to, remodel, repair, or improve any building or buildings, grounds, and facilities.

## **B. Assessment Calculation**

To calculate assessments to member towns, the operating, transportation, capital and debt costs must first be established:

From the operation cost figure, subtract the Chapter 70 amount received, the total required minimum contribution from each town, established annually by the Department of Elementary and Secondary Education, and other sources of general fund revenue. This figure is subtracted from the amount to be assessed to the member towns. The balance is the amount that exceeds the minimum required contribution.

1. To assess each member town the amount that exceeds the minimum contribution, the enrollment of students residing in the member towns as of October 1 of the then current fiscal year will be used to calculate the assessment for the following fiscal year. The amount exceeding the minimum contribution will be allocated to the member towns based on the percent of students enrolled in the District from each member town. The calculation for apportioning above minimum costs will only count students actually attending the District.
2. The sum of the minimum contribution for member towns and the amount exceeding minimum contribution is the operating assessment to member towns.
3. The transportation cost is calculated by reducing the District's transportation cost by the amount the District anticipates receiving in transportation reimbursement. The remaining amount will be allocated to the member towns according to each town's percent of students enrolled in the District as of October 1 of the then current fiscal year, for the following fiscal year.
4. District-based capital and debt assessments will be assessed based on the member towns' share of District-wide enrollment. Notwithstanding the forgoing sentence, the allocation of debt and capital costs attributable to a single school shall be allocated based on the percent of students enrolled in that school from each member town, and not District-wide enrollment. A school's enrollment for purposes of calculating capital and debt assessments are based on enrollment as of October 1 of the then current fiscal year for use to calculate the assessment for the following fiscal year. In order for a member town to be assessed for a portion of a capital expenditure, the member town's percent of student enrollment must meet or exceed ten percent of the total school enrollment for the location from which that expense is derived.
5. The total assessment to a member town is the sum of the operating cost, transportation cost, and capital and debt costs.

### **C. Times of Payment of Apportioned Costs**

Each member town shall pay to the District in each year its proportionate share, certified as provided in Subsection IV (B), of the operating, transportation, debt, and capital costs. The annual share of each member town shall be paid in such amounts and at such times that at least the following cumulative percentage of such annual share shall be paid on or before the dates indicated, respectively:

September 1 -	25%
December 1 -	50%
April 1-	75%
June 1 -	100%

## **Section VI**

### **Incurring of Debt**

The Committee may vote to incur debt consistent with the terms and conditions of M.G.L. Ch. 71, Section 16. At the time of taking action to incur debt, and except for the incurring of debt in anticipation of revenue, the Committee, by a two-thirds (2/3) vote will choose either the process that appears in subsection (d) of Ch. 71, Section 16, or the process that appears in subsection (n) of Ch. 71, Section 16.

## **Section VII**

### **Students**

#### **A. Pupils Entitled to Attend the Regional School District**

The District shall accept all eligible children who reside in the member towns.

#### **B. Vocational and Trade School Pupils**

Any pupil residing in a member town who is desirous of attending a trade or vocational school outside the District shall have all the privileges of attending such a school as are now or may be hereafter provided for by law and the cost of tuition for attending such a school and the cost of transportation, when necessary, shall be borne by the member town wherein the student resides.

#### **C. Admission of Pupils Residing Outside the District**

The Committee may accept for enrollment in the District schools, pupils from towns other than the member towns as permitted by law and regulations and in cases within the laws on a tuition basis and upon such terms as it may determine.

## **Section VIII**

### **Transportation**

Regular school transportation shall be provided by the District to enrolled students K-12 according to Massachusetts General Law and School Committee policy, and the cost thereof shall be apportioned to the member towns based on the total number of enrolled students in each member town as defined in Section V.

## **Section IX**

### **Amendments**

#### **A. Limitation**

This Agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made which shall substantially impair the rights of holders of any bonds or notes or other evidences of indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District and the reapportionment accordingly of all capital costs and capital costs of the District represented by bonds notes of the District then outstanding and of interest thereon.

#### **B. Procedure**

Any proposal for amendment, except a proposal for amendment providing for the admission or withdrawal of a member town (which shall be acted upon as provided in Section X and XI), may be initiated by a two-thirds vote of all members of the Committee or by a petition signed by ten percent of the registered voters of any one of the member towns. In the latter case, said petition shall contain at the end thereof a certification by the town clerk of such member town as to the number of registered voters in said town according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said town and said petition shall be presented to the secretary of the Committee. In either case, the secretary of the Committee shall mail or deliver a notice in writing to the board of selectmen of each of the member towns that a proposal to amend this Agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The selectmen of each member town shall include in the warrant for the next annual or a special town meeting an article stating the amendment proposal. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid, and approval of the Commissioner of Elementary and Secondary Education.

## **Section X**

### **Admission of Additional Towns**

Additional towns may apply for admittance to the District, although no admittance will occur on a date other than July 1 of a given year. Towns applying for admission must submit to the Committee a Long-Range Education Plan consistent with the terms of Section XI, Subsection C of this Agreement. An amendment to add a new town must be approved by the new member town, the existing member towns, and the Commissioner by December 31 of the year preceding their desired admission.

If the Committee so chooses, it will formulate an amendment to this Agreement, setting forth the terms upon which the new member will be admitted. Such terms may include, without being limited to, "buy-in" payments by the new town to reflect capital costs that have previously been incurred by the member towns and will include an ongoing assessment for existing debt service.

No admittance of a new town will occur unless the amendment to the Agreement is approved by vote of the Committee, is approved by majority vote at an annual or special town meeting in the town seeking admittance and in each of the other member towns, and is approved by the Commissioner. The admittance of a new town will only become effective on July 1, after the completion of these requirements.

## **Section XI**

### **Withdrawal**

In the event that a member town decides to seek to withdraw from the District, the following procedures and requirements will apply:

#### **A. Vote Expressing Desire to Withdraw**

Any member town seeking to withdraw from the District shall approve the withdrawal at an annual or special town meeting. No withdrawal will take effect on a date other than July 1 of a given year. The positive vote of the town and the notification to the District with the submittal of a long-range education plan consistent with Section XI, Subsection C must all occur no less than two (2) years prior to the desired date of withdrawal.



## **B. Notice**

The clerk of the town which voted to withdraw shall, within seven (7) days of the town meeting vote, notify the Committee chairperson, the District's superintendent, and the Board(s) of Selectmen of the other member town(s) in writing that the town has voted to withdraw from the District. The clerk of the town which voted to withdraw shall provide a certified copy of the vote with the notification.

## **C. Long Range Educational Plan**

No less than two (2) full years prior to the required July 1 date of withdrawal, the town seeking to withdraw, in addition to the other requirements set forth in Section XI, Subsections A and B, will submit to the Commissioner and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02(2), as may be amended or replaced. The Long Range Education Plan will address, in addition to any other factor(s) required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities owned or leased by the District and any construction efficiencies (if any), the proposed administrative structure, the fiscal ramifications of withdrawal upon the withdrawing member town as well as the other member towns in the District, the geographical and physical characteristics of the area, and the effect that withdrawal will have on student transportation.

## **D. Requirements**

Except as provided in Section XI, Subsection F in the case of a two-member town district or district disestablishment, the Committee shall draft an amendment to the Agreement and such other agreement(s) as the Committee deems appropriate in connection with a withdrawal. In addition to other terms and requirements which the Committee may include in the amendment and other agreement(s), the town seeking to withdraw will be responsible for the following: (1) payment of all operating costs for which it is liable as a member of the District; (2) continuing payments beyond the time of withdrawal to the District for the town's share of the indebtedness of the District which is outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District; (3) other liabilities incurred during all times that the town was a member of the District including, but not limited to other post-employment benefits liabilities (M.G.L.c 32B); and (4) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process.

### **E. Approval of Withdrawal**

A withdrawal shall become effective on the second July 1 after: (a) the requirements of Section XI, Subsections A through E are satisfied (subject to IX); and, (b) the amendment to the Agreement and withdrawal is approved: (1) by majority vote at an annual or special town meeting in each member town, and (2) by the Commissioner. The Commissioner's approval must be by the December 31 of the year that is at least two years prior to the July 1 withdrawal date. (For example, if the Commissioner approves on or before December 2018, the effective date cannot be prior July 1, 2020.) Prior to town meetings, the Regional School Committee will also hold a non-binding vote on the request to withdraw. Upon the effective date of withdrawal, the terms of office of all members serving on the Committee from the withdrawn town shall terminate and the total membership of the Committee shall be decreased accordingly.

### **F. Termination of the District**

If the District consists of two member towns, and one town intends to withdraw from the District pursuant to this Section XI and has complied with Section XI, Subsections A and B, both member towns will comply with Section XI, Subsections C through E, and upon full compliance the District will be disestablished or discontinued, this Agreement will be terminated, and the Hoosac Valley Regional School District will cease to exist. In the event the District consists of more than two-member towns and all or all but one desire to disestablish the District, the process set forth in this Subsection shall apply. In the event of disestablishment, the amendment to the Agreement referenced in Section XI, Subsections C through E shall be construed to be an agreement of disestablishment of the District and withdrawal of a town construed as disestablishment of the District.

In the event of termination:

1. Both member towns' annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such member town at the last annual apportionment made next prior to the effective date of the withdrawal.
2. Both member towns shall divide the assets of the District in a proportional and reasonable manner based on the value of the District's assets. The value of the assets distributed to a member town in excess of the value of the assets distributed to the other member town shall be equalized with money.
3. Both member towns shall be responsible for any and all outstanding liabilities of the District, not reflected in subparagraph 1.
4. The member towns shall comply with all applicable rules and regulations, including, but not limited to, M.G.L.c. 71, §42B.

## **Section XII**

### **Review of Agreement**

Recognizing that over time circumstances often change and intending that this Agreement should continue to serve the best interests of the member towns, the Committee shall, as need arises and minimally every five-years, review the need to establish an *ad hoc* study group composed of knowledgeable persons to study this Agreement and report to the Committee whether or not any changes to this Agreement might be beneficial in light of prevailing conditions. The Committee shall establish an *ad hoc* study group at least once in every ten-year interval between reviews.

## **Section XIII**

### **Annual Report**

The Committee shall submit on or before January 31 of each year an annual report to the Selectmen of each member town containing a detailed financial statement for the prior year and the budget for the then-current year including a statement showing the method by which the annual charges assessed against each member town were computed, together with such additional information relating to the operation and maintenance of the District schools as may be deemed necessary or appropriate by the Committee. The Committee shall also furnish upon request any additional financial information as may be deemed necessary by a vote of the Selectmen of any member towns, consistent with M.G.L. Ch. 71, Section 16(k).

In Witness Whereof, this Agreement has been approved by the School Committee on \_\_\_\_\_, by the Town of Adams on \_\_\_\_\_ and by the Town of Cheshire on \_\_\_\_\_.

School Committee Chair \_\_\_\_\_

Select Board Chair, Town of Adams \_\_\_\_\_

Select Board Chair, Town of Cheshire \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Commissioner,  
Department of Elementary and Secondary Education

# Article 12

We, the undersigned registered voters of the town of Cheshire, petition the town of Cheshire to vote, at the annual town meeting, to amend the town of Cheshire Bylaws as follows or take any other action in relation there to:

Presented to the town of Cheshire Selectman

Town of Cheshire

## **An Ordinance Relative to Marijuana Cultivation**

### **A. Purpose:**

1. It is the purpose and intent of adopting this ordinance as it related to cannabis/marijuana to reduce conditions that create public nuisances through enacting regulations including without limitation, restrictions to cultivation, and to prohibit, to the maximum extent allowed under state law, with limited exceptions, the commercial, medical, and recreational cultivation, manufacture, testing, distribution, transportation, and storage of cannabis in order to preserve the public peace, health, safety, and general welfare of the citizens of Cheshire. Any ambiguity in this ordinance should be construed in whatever manner best effectuates this intent.
2. The cultivation of marijuana outdoors, where it is often readily observable by neighbors and the general public, increases the risk of trespassing, burglary, and acts of violence in connection with the commission of such crimes or the occupants' attempts to prevent such crimes. Outdoor cultivation further makes the premises more prone to act as an attractive nuisance for children, and increases the likelihood of offensive odors traveling off the premises. Outdoor cultivation of marijuana is often associated with violations of local, state, and federal environmental laws and pesticide regulations, threatening to harm local waterways, degradation of the natural environment and ground water quality, and endangering to the public health and safety.
3. The strong distinctive malodorous marijuana plant creates an attractive nuisance, alerting persons to the location of the valuable plants, and has resulted in burglary, robbery and armed robbery. The strong and distinctive odor of marijuana plants creates a need to ensure that smells that disrupt the use of adjacent properties are minimized.
4. Unregulated cultivation of marijuana in the town of Cheshire can adversely affect the health, safety, and well-being of the town, its residents, and the environment. Prohibiting the cultivation of cannabis/ marijuana outdoors is proper and necessary to avoid the aforementioned harms, and to preserve public peace, protect the health, safety, and welfare of the residents and businesses within the town of Cheshire. By adopting this ordinance, the town

will help to prevent complaints of odor, crime and pollution threatened by the outdoor cultivation of Marijuana.

5. All terms used, but not defined in this ordinance, shall have the same meaning as defined in the applicable governing statutes and regulations, including said chapters 94I and 94G of the General Laws and regulations of the CCC, and the town of Cheshire bylaws.

#### **B. Public Nuisance Declaration**

1. Cannabis/ marijuana cultivation outdoors in accordance with this Ordinance, all commercial cannabis uses to be licensed and regulated under Cannabis Control Commission CCC, including but not limited to medical cannabis manufacturing is hereby declared to be unlawful in all zones and a public nuisance that may be abated and subject to enforcement pursuant to Section 5 of this ordinance.
2. A public nuisance shall be deemed to exist when any of the following conditions or circumstances exist.
  - a. Any person owning, leasing, occupying, or having charge or possession of any Parcel within town limits to cause or allow such Parcel to be used for the outdoor cultivation of marijuana in violation of the provisions contained herein.
  - b. Marijuana plants in public view.
  - c. Outdoor Cultivation of marijuana in a manner that exceeds 12 plants
  - d. Any violation of any ordinance or State Law or any public nuisance defined or known at common law or in equity jurisprudence.
  - e. Indoor cultivation that produces odors which are disturbing to people of normal sensitivity residing or present on adjacent or nearby property and/or areas open to the public.

#### **C. Specific Prohibited Acts**

1. No person or entity shall cause, permit, maintain, conduct or otherwise allow a public nuisance as defined, to exist upon any property within their control and shall not cause a public nuisance to exist upon any other property within the limits of the town of Cheshire.
2. Outdoor cultivation is prohibited. No person or entity shall cultivate defined as planting, growing, harvesting, drying, processing, or storage of marijuana plants or any part thereof in any location outdoors, or indoors where the odor can be detected from the exterior of the indoor facility.
3. Marijuana cultivation shall not adversely affect the environment or the public health, safety, or general welfare by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, or vibration, by the use or storage of plant or animal poisons, or hazardous materials, processes, products or wastes, or by any other way.

#### **D. Exemptions**

1. This section shall not apply to the noncommercial cultivation of recreational cannabis by a person(s) aged twenty-one (21) or older, or the non-commercial cultivation of medical cannabis by a person(s) aged eighteen (18) years or older, provided that such cultivation is registered in conformance with this Chapter and complies with all of the following conditions:
2. No more than six (6) live cannabis plants per private residence may be cultivated indoors at any one time regardless of:
  - a. Whether the cannabis is medical or recreational;
  - b. Whether the cannabis is grown inside the private residence or in an accessory structure thereto;
  - c. The size or maturity of the plant(s); or
  - d. The number of recreational users, medical users, or primary caregivers residing together in the private residence.
3. If a person cultivating cannabis does not own the parcel on which the private residence is located, express written permission from the owner(s) consenting to cannabis cultivation and any associated material alterations to the property must be obtained prior to commencing cultivation, shall be maintained at the private residence, and shall be provided to the town upon request of any Enforcement Official.

#### **E. Enforcement and Penalties**

1. The penalty for each violation of this section shall be Five Hundred (500.00) dollars per plant. The provisions of this section shall be enforced using the noncriminal disposition process by the chief of police and every other town officer and official and any other individual listed as an "enforcing person".

