

The Commonwealth of Massachusetts

BERKSHIRE, SS.

To either of the Constables of the Town of Cheshire in the County of Berkshire, GREETINGS. 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 in said Cheshire.

Place: Cheshire Community House, Cafeteria
(Former Cheshire Elementary School)
191 Church Street, Cheshire MA 01225
Date: Monday, June 8, 2026
Time: 7:00 P.M.

Voter check-in to begin at 6:30 PM

CHESHIRE ANNUAL TOWN MEETING

ARTICLE 1: Reports of Officers

To act on the reports of the Town Officers.

Majority Vote Required

ARTICLE 2: Elected Officials Compensation

To see if the Town will vote to set the stipends and compensation for all elected officials of the Town as contained in the budget articles and pursuant to the M.G.L., c.41, §108, to be made effective as of July 1, 2026, as contained in the budget, or take any action in relation thereto.

Board of Selectmen Recommends
Finance Committee Recommends 5-0
Majority Vote Required

ARTICLE 3: Disposal of Surplus Property

To see if the town will vote to authorize the Board of Selectmen to dispose of any unused town-owned equipment and/or property in accordance with the law or take any action in relation thereto.

Board of Selectmen Recommends
Finance Committee Recommends 5-0
Majority Vote Required

ARTICLE 4: Authorization for Compensating Balance Agreements

To see if the Town will vote to authorize the Town Treasurer to enter into compensating balance agreements for the Fiscal Year beginning July 1, 2026, in accordance with M.G.L. c.44, §53F, or take any action in relation thereto.

*Board of Selectmen Recommends
Finance Committee Recommends 5-0
Majority Vote Required*

ARTICLE 5: State Aid Highway Programs

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 Board of Selectmen, or take any action in relation thereto.

*Board of Selectmen Recommends
Finance Committee Recommends 5-0
2/3 Vote Required*

ARTICLE 6: Authorization to Accept/Expend Grants/Gifts to Town

To see if the Town will vote to authorize the Board of Selectmen to apply for, execute contracts and expend grants or monies, or any Federal or State grants or monies, received as set forth in the appropriate application, or take any action in relation thereto.

*Board of Selectmen Recommends
Finance Committee Recommends 5-0
Majority Vote Required*

ARTICLE 7: RESERVE FUND

To see if the Town will vote to **RAISE AND APPROPRIATE** the sums of **\$20,000** to be used as a **RESERVE FUND**, pursuant to M.G.L. c 40, section 6 for the extraordinary or unforeseen expenditures for Fiscal Year 2027, or take any action in relation thereto.

*Board of Selectmen Recommends
Finance Committee Recommends 5-0
Majority Vote Required*

ARTICLE 8: GENERAL GOVERNMENT

To see if the Town will vote to **RAISE AND APPROPRIATE** the following sum of **\$1,642,481** for the conduct of **GENERAL GOVERNMENT**, including all charges and expenses of the various town offices, for Fiscal Year 2027, or take any action in relation thereto:

	FY26 Voted	FY27 Proposed
Legal Services	25,000	25,000
Moderator Salary	50	100
Board of Selectmen Stipends (5@\$3,940)	19,315	19,700
Board of Selectmen Expenses	10,400	10,400
Clean Lake Program	28,394	28,394
MS4 – Stormwater Compliance	7,500	7,500
Group Purchasing (Procurement)	800	800
Town Audit	10,000	10,000
Information Technology	52,364	46,000
Town Website	5,250	5,250
Town Administrator Salary	91,800	96,500
Administrative Assistant Salary	0	27,155
Executive Assistant Salary	54,309	0
Town Administrator Expenses	3,250	3,250
Accounting Services	36,880	35,663
Accounting Software (VADAR)	4,566	4,566
Assessors Stipend (Chairperson)	3,883	3,940
Assessors Stipends (Members 2 @\$3,395)	6,656	6,790
Assessors Administrator Salary	33,523	34,529
Assessors Expenses	3,910	3,910
Assessors Contracted Services	32,905	32,905
Treasurer Salary	50,000	39,758
Collector Salary	35,000	34,786
Treasurer/Collector Expenses	12,500	12,000
Treasurer Payroll Processing	4,000	4,500
Treasurer/Collector Tax Title Expenses	4,000	4,000
Treasurer/Collector Certification Stipend	2,000	1,000
Treasurer/Collector Software	3,550	9,949
Finance Committee Expenses	1,750	0
Town Clerk Salary	35,908	36,985
Town Clerk Expenses	3,150	3,213
Town Clerk Dog License Expense	400	400
Town Clerk Book Repair	2,500	0
Town Clerk Census/Lists	3,200	3,200
Board of Registrars/Elections	10,000	22,500
Town Report Printing	2,700	2,700

Conservation Commission Stipends (3@\$530)	1,560	1,590
Conservation Commission Consult	500	500
Conservation Commission Expenses	1,500	1,500
Planning Board Expenses	2,515	2,515
Planning Board BRPC Assessment	2,915	2,987
Planning Board Stipends (5@\$530)	1,635	2,650
Agricultural Commission Expenses	500	500
Historical Commission Expenses	1,000	1,000
Zoning Board of Appeals Expenses	800	800
Berkshire County Retirement	169,650	166,395
OPEB Funding	20,000	19,300
OPEB Actuarial Services Study	3,500	3,500
Health Insurance – Active	301,872	310,279
Health Insurance – Retiree	40,000	47,664
Health Insurance – Dental	9,861	10,969
Unemployment	5,000	15,000
MEDC Employer Share	17,500	24,720
Town Hall/Police Utilities	25,000	25,000
Fire Station Utilities	18,500	18,500
Town Garage Utilities	12,000	12,000
Senior Center Utilities	7,000	7,000
Town Phone Systems	15,000	15,000
Community House Utilities	70,000	70,000
Town Building Repairs	120,000	120,000
Town Water Accounts	59,000	59,000
ADA Compliance	5,000	5,000
Town Insurance & Bonds	106,633	104,959
Police/Fire Accident/Disability Insurance	16,563	16,810
TOTAL GENERAL GOVERNMENT	1,636,417.00	1,642,431.00

Board of Selectmen Recommends
Finance Committee Recommends 5-0
Majority Vote Required

ARTICLE 9: HOOSAC VALLEY REGIONAL SCHOOL DISTRICT

To see if the Town will vote to approve the Hoosac Valley Regional School District Budget for Fiscal Year 2027 and **RAISE AND APPROPRIATE \$3,402,983** to pay its assessed share of the budget or take any action in relation thereto.

	FY26 Vote	FY27 Proposed
HVRSD Minimum Local Contribution	2,459,707	2,604,870
HVRSD Over Minimum Foundation	389,514	412,418
HVRSD Transportation	147,422	156,801
HVRSD Capital Expenditure	209,439	228,894
HOOSAC VALLEY REGIONAL SCHOOL DISTRICT	3,206,082.00	3,402,983.00

*Board of Selectmen Recommends
Finance Committee Recommends 3-2
Majority Vote Required*

ARTICLE 10: NORTHERN BERKSHIRE VOCATIONAL REGIONAL SCHOOL DISTRICT

To see if the Town will vote to approve the Northern Berkshire Vocational Regional School District Budget for Fiscal Year 2027 and **RAISE AND APPROPRIATE \$595,431** to pay its assessed share of the budget or take any action in relation thereto.

	FY26 Voted	FY27 Proposed
NBVRSD Budget	586,213	595,431
NORTHERN BERKSHIRE VOCATIONAL REGIONAL	586,213.00	595,431.00

*Board of Selectmen Recommends
Finance Committee Recommends 5-0
Majority Vote Required*

ARTICLE 11: BUILDING DEPARTMENT

To see if the Town will vote to **RAISE AND APPROPRIATE** the following sum of **\$42,488** for the **BUILDING DEPARTMENT** for Fiscal Year 2027, or take any action in relation thereto:

	FY25 Voted	FY26 Proposed
Building Commissioner Salary	18,911	19,289
Alternate Building Commissioner Salary	500	500
Building Commissioner Expenses	1,100	1,100
Online Permitting System	5,400	5,400
Gas/Plumbing Inspector Salary	6,199	6,323
Gas/Plumbing Inspector Assistant Salary	549	549
Gas/Plumbing Expenses	500	500
Wiring Inspector Salary	7,204	7,348
Wiring Inspector Assistant Salary	579	579
Wiring Inspector Expenses	1,200	900
TOTAL BUILDING DEPARTMENT	42,142.00	42,488

*Board of Selectmen Recommends
Finance Committee Recommends 5-0
Majority Vote Required*

ARTICLE 12: POLICE DEPARTMENT

To see if the Town will vote to **RAISE AND APPROPRIATE** the following sum of **\$403,000** for **POLICE DEPARTMENT** for Fiscal Year 2027, or take any action in relation thereto:

	FY26 Voted	FY27 Proposed
Police Chief Salary	87,592	110,000
Police Full Time Officer Wages (3)	114,465	190,506
Police Full Time Officer Differential Pay	0	17,765
Police Department Part Time Officers	27,557	21,829
Police Department Expenses	13,500	18,000
Police Department Equipment	20,400	20,400
Police Department Auto Expenses	8,000	8,000
Police Department Officer OT/Holiday Pay	12,500	12,500
Animal Control Contracted Services	3,000	3,000
Animal Control Expenses	1,000	1,000
	284,014	403,000

*Board of Selectmen Recommends
Finance Committee Recommends 4-1
Majority Vote Required*

ARTICLE 13: FIRE DEPARTMENT/EMERGENCY MANGEMENT

To see if the Town will vote to **RAISE AND APPROPRIATE** the following sum of **\$131,805** for **FIRE DEPARTMENT AND EMERGENCY MANAGEMENT** for Fiscal Year 2027, or take any action in relation thereto:

	FY26 Voted	FY27 Proposed
Fire Chief Salary	12,607	12,859
Asst. Fire Chief Stipends (3@1,730)	5,088	5,190
Fire Department Expenses	62,000	62,000
Fire Department Volunteer Stipends (25)	25,000	26,000
Fire Department EMS Supplies	4,500	4,500
Communications Center (Dispatch)	2,900	0
Emergency Management Director Stipend	1,500	1,530
Emergency Management Expenses	1,000	1,000
Emergency Radio Communications	0	18,726
PUBLIC SAFETY TOTAL	114,595.00	131,805.00

Board of Selectmen Recommends
Finance Committee Recommends 5-0
Majority Vote Required

ARTICLE 14 : Radio Stabilization Account

To see if the Town will vote to **TRANSFER FROM THE RADIO STABILIZATION ACCOUNT** the following sum of **\$18,726** for **Emergency Radio Communications** for Fiscal Year 2027, or take any action in relation thereto:

Board of Selectmen Recommends
Finance Committee Recommends 5-0
Majority Vote Required

ARTICLE 15: HIGHWAY OPERATIONS AND TREE WARDEN

To see if the Town will vote to **RAISE AND APPROPRIATE** the following sum of **\$1,063,044** for **HIGHWAY OPERATIONS AND TREE WARDEN** for Fiscal Year 2027, or take any action in relation thereto:

	FY26 Voted	FY27 Proposed
Highway Workers Wages (3 Laborers, 1 Foreman)	236,336	247,517
Seasonal DPW Laborers Wages	40,322	41,532
Highway Department Longevity (contract)	1,500	0
Department of Public Works Director	88,208	87,674
Custodian Wages	9,872	10,169
Highway Department Non-Winter Overtime	5,000	5,000
Highway Department Dues/Training/Licenses	1,000	1,000
Facilities Wages	51,971	0
DPW Laborer (Part Time)	0	26,769
Road Machinery, Tools, Gas	126,000	126,000
Streetlights	75,000	75,000
Highway Department Repair/Maint. Roads	194,500	194,500
Highway Equipment Rental	5,000	5,000
Snow and Ice	170,000	170,000
Highway Department Engineering	35,000	35,000
Tree Warden Tree Removal	30,000	30,000
Tree Warden Tree Replacement	1,000	1,000
Cemetery Commission Stipends (3@\$923)	2,715	2,769
Cemetery Commission Expenses	4,114	4,114
DEPARTMENT OF PUBLIC WORKS	1,077,538.00	1,063,044.00

*Board of Selectmen Recommends
Finance Committee Recommends 5-0
Majority Vote Required*

ARTICLE 16: RECREATION AND CULTURE

To see if the Town will vote to **RAISE AND APPROPRIATE** the following sum of **\$86,347** for **RECREATION AND CULTURE** for Fiscal Year 2027, or take any action in relation thereto.

	FY26 Voted	FY27 Proposed
Recreation General Expenses/Memorial Day	10,300	5,000
Library Assessment	41,439	41,447
Father Tom Campsite	1,700	2,500
Veteran Agent Services (Shared)	2,000	2,000
Veteran Benefits	35,000	35,000
Cemetery Flags	900	900
TOTAL RECREATION & CULTURE	91,339.00	86,347

*Board of Selectmen Recommends
Finance Committee Recommends 5-0
Majority Vote Required*

ARTICLE 17: HEALTH AND HUMAN SERVICES

To see if the Town will vote to **RAISE AND APPROPRIATE** the following sum of **\$101,812** for **HEALTH AND HUMAN SERVICES** for Fiscal Year 2027, or take any action in relation thereto.

	FY26 Voted	FY27 Proposed
Board of Health Stipend Chair	3,883	1,000
Board of Health Stipends (2 @ \$530)	4,766	1,060
Board of Health Expenses	2,000	2,000
Board of Health/ Health Inspector Services	8,000	20,000
Board of Health MAVEN Reporting	4,639	4,801
Senior Center/COA Expenses	8,470	8,470
Senior Center/COA Van Operating Expenses	3,400	3,400
Senior Center/COA Van Operator Salary	20,107	16,509
Senior Center Director Salary	28,126	28,970
Senior Center Meals Coordinator Salary	14,768	15,602
TOTAL HEALTH AND HUMAN SERVICES	98,159.00	101,812.00

*Board of Selectmen Recommends
Finance Committee Recommends 4-1
Majority Vote Required*

ARTICLE 18 : TRANSFER STATION ENTERPRISE FUND

To see if the Town will vote to **APPROPRIATE** from user fees or otherwise provide the following sums of money **\$148,890** to operate the **TRANSFER STATION ENTERPRISE FUND** for the Fiscal Year 2027, or take any action in relation thereto.

Revenues	
Department Receipts	148,890.00
General Fund Subsidy	0
TOTAL	148,890.00
Expenses	
Hauling and Disposal	115,000.00
Site Maintenance	3,000.00
Permits and Tags	3,500.00
Attendants Wages	27,390.00
TOTAL	148,890.00

*Board of Selectmen Recommends
Finance Committee Recommends 4-1
Majority Vote Required*

ARTICLE 19 : DEBT SERVICE EXPENSES

To see if the Town will vote to **RAISE AND APPROPRIATE** the following sum of **\$243,101** to fund **DEBT SERVICE EXPENSES** for the Fiscal Year 2027, or take any action in relation thereto.

	FY26 Voted	FY27 Proposed
Fire Truck (2030)	43,848	38,419
Police Cruiser (2026)	0	15,402
Highway Truck (Voted 2022)	51,198	48,729
Highway Truck (Voted 2021)	28,457	26,764
Short-term Debt Interest	5,000	5,000
Fire Engine (Voted 2025)	89,037	108,787
Total	217,540.00	243,101

*Board of Selectmen Recommends
Finance Committee Recommends 5-0
Majority Vote Required*

ARTICLE 20 : Revolving Funds

To see if the Town will vote to approve the following spending limits for the Revolving Funds noted below pursuant to the Cheshire Revolving Fund Bylaw and pursuant to M.G.L. c. 44, Section 53E 1/2 for the Fiscal Year beginning July 1, 2026, or take any action in relation thereto:

Revolving Fund	Entity Authorized to Spend from Fund	Fee, Charges, or Receipts Credited to Fund	Program or Activity Expenses Payable from Fund	Restrictions or Conditions on Expenses Payable from Fund	Fiscal Year
Senior Center/COA	Senior Center Director	Receipts related to program fees	Senior Center Programs	Limit of \$10,000	Fiscal Year 2027
Recreation	Recreation Committee/Board of Selectmen	Receipts related to program fees	Recreation Committee Programs	Limit of \$10,000	Fiscal Year 2027
Police Department	Police Chief	Receipts from Detail Fees	Police Cruiser Expenses	Limit of \$20,000	Fiscal Year 2027
Board of Health	Board of Health	Receipts from Permitting	Public Health Alliance Inspection Fees	Limit of \$20,000	Fiscal Year 2027

*Board of Selectmen Recommends
Finance Committee Recommends 5-0
Majority Vote Required*

ARTICLE 21 : Revolving Fund – Cemetery Department

To see if the Town will vote to amend the Town Revolving Fund Bylaw and to establish pursuant to MGL Chapter 44, Section 53 E ½ a new REVOLVING FUND with a limit of \$10,000 for Fiscal Year 2027 to accept receipts related to the fees and programs (rental fees for tents, chairs and tables) authorized by the Cemetery Commission to be expended for the replacement of Cemetery equipment , in which any remaining funds may be rolled over into a similar revolving fund for Fiscal Year 2028, or take any action in relation thereto.

*Board of Selectmen Recommends
Finance Committee Recommends 5-0
Majority Vote Required*

ARTICLE 22 : CAPTIAL STABLIZATION

To see if the Town will vote to **RAISE AND APPROPRIATE** the sum of **\$10,000** to fund the **CAPITAL STABLIZATION FUND** for Fiscal Year 2027, or take any action in relation thereto.

*Board of Selectmen Recommends
Finance Committee Recommends 5-0
Majority Vote Required*

ARTICLE 23: FREE CASH/SPECIAL PROJECTS

To see if the Town will vote to **APPROPRIATE AND TRANSFER FROM FREE CASH** the sum of **\$14,137** for the Northern Berkshire Vocational School District Capital Assessment (McCann Roof & Window Project), or take any action in relation thereto.

*Board of Selectmen Recommends
Finance Committee Recommends 5-0
Majority Vote Required*

ARTICLE 24: CAPTIAL STABLIZATION/SPECIAL PROJECTS

To see if the Town will vote to **APPROPRIATE AND TRANSFER FROM CAPITAL STABLIZATION** the sum of **\$20,000** for the Community House Old Section Feasibility Study, or take any action in relation thereto.

*Board of Selectmen Recommends
Finance Committee Recommends 5-0
Majority Vote Required*

ARTICLE 25: TRANSFER – COMMUNITY HOUSE OLD SECTION FEASIBILITY STUDY

To see if the Town will vote to **APPROPRIATE AND TRANSFER FROM PUBLIC SAFETY COMPLEX ACCOUNT #03-123-5800-2601** the sum of **\$60,000** to be used to conduct a Community House Old Section Feasibility , or take any action in relation thereto.

*Board of Selectmen Recommends
Finance Committee Recommends 5-0
Majority Vote Required*

ARTICLE 26 : Water Enterprise Fund

To see if the Town will vote to appropriate, transfer from retained earnings, or otherwise provide the following sums of money **\$419,442** to operate the **Water Enterprise Fund** for the Fiscal Year 2027, or take any action in relation thereto.

Revenues	
Water User Revenues	402,722.00
Retained Earnings	16,720.00
TOTAL	419,442.00
Expenses	
Water Commissioner Stipends	10,344.00
Water Operator Salary	64,928.00
Secondary Water Operator Salary	16,230.00
Water Main Replacements	90,000.00
Water/DPW Laborer Salary	26,769.00
Water Operating Expenses	45,000.00
Water Maintenance Expenses	45,000.00
Water Debt Service	57,240.00
Indirect Costs	58,931.00
Water Vehicle Expense	5,000.00
TOTAL	419,442.00

Board of Selectmen Recommends
Water Commission Recommends 3-0
Finance Committee Recommends 5-0
Majority Vote Required

ARTICLE 27 : Free Cash to reduce the tax rate

To see if the Town will vote to **APPROPRIATE AND TRANSFER** from **FREE CASH** a sum of **\$386,513.00** to reduce the FY27 Tax Rate, or take any action relative thereto.

*If federal or state programs, or other alternative funding sources are available to supplant Town funding for the same purpose, the Board of Selectmen may reduce the Town's portion of said funding in a manner commensurate with the additional federal or state revenue received for said purpose.

Note: The use of Free Cash to balance the operating budget to stay within the limits of Proposition 2 1/2, this is not a reduction to the tax rate.

Board of Selectmen Recommends
Finance Committee Recommends 5-0

Majority Vote Required

ARTICLE 28: LOCAL EXCISE - ROOM OCCUPANCY EXCISE TAX

To see if the Town will vote to accept, pursuant to G.L. c. 64G, Section 3A to impose a local room occupancy excise at the rate of 6%, or take any action relative thereto.

*Board of Selectmen Recommends
Finance Committee Recommends 5-0
Majority Vote Required*

ARTICLE 29: STRUCTURED TAX AGREEMENT FOR GORE BROOK,LLC SOLAR

To see if the Town will vote, pursuant to the provisions of MGL Chapter 59, section 38H to authorize the Board of Selectmen, on behalf of the Town of Cheshire, to negotiate and enter into a payment in tax agreement for the term of twenty (20) years with the lessee/operator for a 4.6 MW DC on the leased portion of 0 Ingalls Road, owned by Eric Whitney being more particularly described by a deed recorded at the Northern Berkshire Registry of Deeds, Book 1716, Page 1024 upon such terms as the Board of Selectmen shall deem to be in the best interest of the Town, or take any other action in relation thereto.

(Note: Article information: In accordance with Massachusetts General Law Chapter 59, Section 38H the Town can enter into a structured tax agreement, also known as a PILOT agreement, with a developer to establish an annualized payment in lieu of a personal property tax bill. The agreed annual rate is based on an assessment of the value of the project and considers an annual increase in rate. Approval of a structured tax agreement provides the developer with a predictable cost model and provides the Town with an agreed upon tax payment for the duration of the agreement. The developer is seeking a term of twenty (20) years which requires town meeting approval. This agreement will provide the Town with higher annual tax revenue than standard DOR methodology. Approximate annual revenue would be \$31,129.)

*Board of Selectmen Recommends
Finance Committee Recommends 5-0
Majority Vote Required*

ARTICLE 30 : HOOSAC VALLEY REGIONAL SCHOOL DISTRICT – REGIONAL DISTRICT AGREEMENT

To see if the Town will vote to amend the Hoosac Valley Regional School District – Regional District Agreement as presented, or take any other action in relation thereto.

(Note: The language of the district agreement can be found on the town website and at town offices)

*Board of Selectmen Recommends
Finance Committee Recommends 5-0
Majority Vote Required*

ARTICLE 31: AMEND THE ZONING BY-LAWS

To see if the town will vote to amend the Cheshire Zoning By-laws by deleting the current section 225-4.3 replacing with the new language in section 225-4.3 Accessory Dwelling Units; by creating a new section 225-3.14 Performance Standards for Short-Term Rentals, by Amending section 225-3.2 adding Short Term Rentals to the Table of Use Regulations and by amending section 225-6.2 to include Parking Schedule for Accessory Dwelling units as set forth below or take any other action in relation thereto.

Item 1. Amend §225-4.3 Additional dwelling units on a lot, by deleting the language shown below with a strikethrough line and adding the language in italics.

~~§ 225-4.3. Additional dwelling units on lot.~~

~~A. — No more than one dwelling shall be built upon any lot, except that additional dwelling units may be allowed by special permit on a lot that meets the frontage and setback requirements and has a minimum lot size of "n" multiplied by 60,000 square feet, where "n" equals the total number of dwelling units.~~

~~B. — Adequate access, as determined by the special permit granting authority, must be provided for each dwelling unit.~~

~~C. — Any roads constructed must meet the standards specified in the Rules and Regulations Governing the Subdivision of Land, Cheshire, Massachusetts.~~

§225-4.3 Accessory Dwelling Units

A. Purpose: The purpose of §225-4.3 is to allow for Accessory Dwelling Units, as defined M.G.L. c. 40A, §1A, to be built as-of-right in residential zoning districts in accordance with Section 3 of the Zoning Act (M.G.L. c. 40A), as amended by Section 8 of Chapter 150 of the Acts of 2024, and the regulations under 760 CMR 71.00: Protected Use Accessory Dwelling Units.

This zoning provides for by-right Protected Use Accessory Dwelling Units to accomplish the following purposes:

- 1. Increase housing production.*
- 2. Provide more moderately priced housing options.*
- 3. Enable property owners to age in place, downsize, or earn supplemental income from investing in their properties.*

B. Definitions: *As used in this section, the following terms shall have the meanings indicated:*

ACCESSORY DWELLING UNIT: A self-contained housing unit, inclusive of sleeping, cooking, and sanitary facilities on the same Lot as a Principal Dwelling, subject to otherwise applicable dimensional and parking requirements, that maintains a separate entrance, either directly from the outside or through an entry hall or corridor shared with the Principal Dwelling sufficient to meet the requirements of the Building and Fire Code for safe egress. ADUs may be detached, attached, or internal to the Principal Dwelling

GROSS FLOOR AREA: The sum of the areas of all stories of the building of compliant ceiling height pursuant to the Building Code, including basements, lofts, and intermediate floored tiers, measured from the interior faces of exterior walls or from the centerline of walls separating buildings or dwelling units but excluding crawl spaces, garage parking areas, attics, enclosed porches, and similar spaces. Where there are multiple Principal Dwellings on the Lot, the GFA of the largest Principal Dwelling shall be used for determining the maximum size.

LOCAL ACCESSORY DWELLING UNIT: An Accessory Dwelling Unit that is larger than 900 square feet or ½ the Gross Floor Area of the principal dwelling but not larger than 1,200 square feet.

PROTECTED ACCESSORY DWELLING UNIT: An attached, detached or internal ADU that is located, or is proposed to be located, on a Lot in a Single-Family Residential Zoning District and is not larger in Gross Floor Area than ½ the Gross Floor Area of the Principal Dwelling or 900 square feet, whichever is smaller; provided that only one ADU on a Lot may qualify as a Protected Use ADU.

C. Use Regulations:

- 1. One Protected Accessory Dwelling Unit is permitted by right in all zoning districts.*
- 2. A Local Accessory Dwelling Unit is permitted by Special Permit granted by the Planning Board.*
- 3. More than one Accessory Dwelling Units on a lot is permitted by Special Permit granted by the Planning Board. Additional Accessory Dwelling Units on a lot shall be classified as Local Accessory Dwelling Units.*

D. Code Compliance:

- 1. ADUs shall maintain a separate entrance from the Principal Dwelling sufficient to meet safe egress under the Building Code and Fire Code.*
- 2. ADU construction shall comply with 310 CMR 15.000: The State Environmental Code, Title 5 regulations, and the state Building Code in which the ADU is located.*

E. Dimensional Requirements:

- 1. An Accessory Dwelling Unit shall comply with the same minimum front, side, and rear yard setbacks as a principal dwelling established in 225-4.2.*
- 2. A Protected Accessory Dwelling Unit shall not be larger than a Gross Floor Area of 900 square feet or ½ the Gross Floor Area of the Principal Dwelling, whichever is smaller.*
- 3. A local Accessory Dwelling Unit shall not be larger than a Gross Floor Area of 1,200 square feet.*
- 4. A Protected Use ADU on a Lot with a Single-Family Residential Dwelling Unit shall not have more restrictive dimensional standards than those required for the Single-Family Residential Dwelling or accessory structure within the same district, whichever results in more permissive regulation.*
- 5. A Protected Use ADU on a Lot with a Principal Dwelling that is not a Single-Family Residential Dwelling Unit shall not have more restrictive dimensional standards than those required for its Principal Dwelling, or Single-Family Residential Dwelling or accessory structure within the same district, whichever results in more permissive regulation.*

F. Parking Requirements

One off-street parking space shall be provided in accordance with 225-6.2 unless the Accessory Dwelling Unit is located within ½ mile radius of a transit station. There are no off-street parking requirements for ADUs within ½ mile radius of a transit station. All required parking spaces, including the parking space for the Accessory Dwelling Unit must be provided no closer to the street than the building setback line.

G. Administration and Enforcement

- 1. The Building Inspector shall administer and enforce the provisions of 225-4.3.*
- 2. No building shall be changed in use or configuration without a building permit from the building inspector.*
- 3. No building shall be occupied until certificate of occupancy is issued by the building inspector.*
- 4. The building inspector shall apply the Dover analysis as articulated in the standards in 760 CMR 71.03 (3) (a) to any request for a Protected Use Accessory Dwelling Unit and shall waive any zoning requirement that the building inspector finds to be unreasonable under the Dover analysis.*

H. Nonconformance

1. *Protected Use ADU shall be permitted within, or on a Lot with, a Pre-Existing Nonconforming Structure so long as the Protected Use ADU can be developed in conformance with the Building Code, 760 CMR 71.00, and state law.*
2. *A Protected Use ADU shall be exempt from any required finding under M.G.L. c. 40A §6.*
3. *A finding under M.G.L. c 40A §6, that the extension or alteration of the pre-existing nonconforming structure is not substantially more detrimental than the existing nonconforming use to the neighborhood, shall be made by the Permit Granting Authority in an as-of-right process, without requiring a Special Permit or other discretionary waiver.*

Item 2. Create a new section 225-3.14, Performance standards for short-term rentals as written below.

225-3.14. Performance standards for short-term rentals

The Town of Cheshire supports the safe and legal operation of short-term rental dwellings to support the local economy and offer a variety of overnight lodging options for visitors to the Town. The performance standard section will offer the assurance that all short-term rental properties will be acceptable uses within the Town of Cheshire if the performance standards are met for any given property and that the property owner has applied for and received a registration of the property as a short-term rental and applied for and received a business certificate.

A. The property owner must apply to register the property on a form provided by the Town of Cheshire and receive a business certificate from the Town of Cheshire.

B. The property shall follow all relevant state and local statutes, rules and regulations pertaining to health and safety.

C. The property owner shall provide, with the registration application, a copy of the registration certificate with the MA Department of Revenue for each dwelling unit they are registering.

D. A registration fee of \$100 shall be paid at the time of registration and \$100 at each annual renewal.

E. A lack of compliance with these standard or any complaint arising from the use of the property will be referred to the appropriate Town department for investigation. If the property owner is found to be in violation of a performance standard, the short-term rental registration may be revoked after a hearing with seven days' advance notice and may not be renewed until the property complies.

Item 3. Amend §225-3.2 Table of Use Regulations by adding the following uses to the table.

(a) Principal Uses		Zoning Districts			
		R-1	A-R	B	LI*
Residential Uses					
20.	Short-term Rentals	YES	YES	YES	YES

(b) Accessory Uses		Zoning Districts			
		R-1	A-R	B	LI*
Residential Uses					
20.	Short-term Rentals	YES	YES	YES	YES
21.	Protected Accessory Dwelling Unit	YES	YES	YES	YES

22.	Local Accessory Dwelling Unit	SPP	SPP	SPP	SPP
-----	-------------------------------------	-----	-----	-----	-----

Item 4. Amend § 225-6.2. Parking Schedule, by adding the requirements for Accessory Dwelling Units as written below.

Structure/Use	Minimum Number of Spaces Required
Accessory Dwelling Unit	1 off-street parking space unless the ADU is located within ½ radius of a transit station. There are no off-street parking requirements for ADUs within ½ mile radius of a transit station.

ARTICLE 32: PRIOR YEAR INVOICES

To see if the Town will authorize the **TRANSFER** from the Highway Road Machinery Tool/Gas/Oil (01-420-5480-0000) account the sum of \$550.00 for the purpose of paying invoice from Fiscal Year 2025, or take any action in relation thereto.

*Board of Selectmen Recommends
Finance Committee Recommends
9/10 Vote Required*

ARTICLE 33: PRIOR YEAR INVOICES

To see if the Town will authorize the **TRANSFER** from the Town Administrator Expenses (01-123-5308-0000) the sum of \$78.07 for the purpose of paying invoice from Fiscal Year 2025, or take any action in relation thereto.

*Board of Selectmen Recommends
Finance Committee Recommends
9/10 Vote Required*

ARTICLE 34: PRIOR YEAR INVOICES

To see if the Town will authorize the **TRANSFER** from the Board of Health Revolving Account (21-512-5580-2135) the sum of \$460.00 for the purpose of paying invoice from Fiscal Year 2025, or take any action in relation thereto.

*Board of Selectmen Recommends
Finance Committee Recommends
9/10 Vote Required*

ARTICLE 35: To transact any other business that may lawfully come before the meeting.

And you are directed to serve this Warrant, by posting up attested copies thereof at the CHESHIRE TOWN OFFICES, CHESHIRE SENIOR CENTER and the CHESHIRE POST OFFICE in said Town, seven (7) days at least before the time of holding said meeting.

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 this day under our hands this **28TH** day of **May** in the year **2026**.

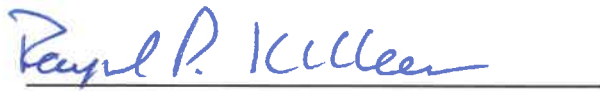


Michelle Francesconi, Chair

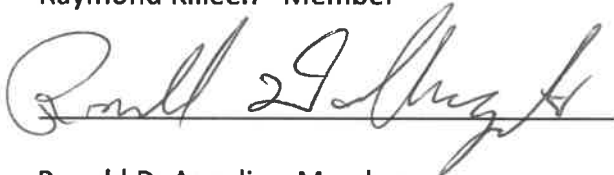


Cheshire Board of Selectmen

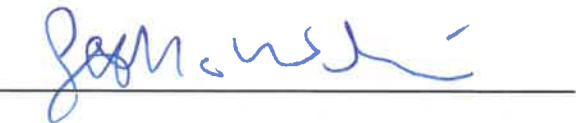
Shawn McGrath, Vice Chair



Raymond Killeen - Member



Ronald DeAngelis – Member



Scott McWhirt – Member

A true copy. Attest: CHRISTOPHER GARNER 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 the Cheshire Town Offices, Cheshire
Senior Center and the Cheshire Post Office

11 days before the date of the meeting as within directed.



Constable of Cheshire

5/28/2026

Date

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

Hoosac Valley Regional School District

Hoosac Valley Regional School District

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Hoosac Valley Regional School District Agreement

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 23, 1965, as most recently amended in 2019. 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 therefore, 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 as provided by Chapter 2 of the Acts of 1989. 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 by public ballot 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. The School Committee will have general charge and superintendence of the leased school per General Law - Part I, Title XII, Chapter 71, Section 68.

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 by two-thirds vote of all its members 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 assessment for the following fiscal year will be based on the average ratio of pupil enrollment for each member town over the preceding five years. Each town's ratio will be determined by comparing its enrollment to the total pupil enrollment of all the member towns as of October 1 for each of those years. The amount exceeding the minimum contribution will be allocated to the member towns based on these average ratios. The calculation for apportioning above minimum costs will only count students actually attending the District schools from each member town.
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 the average ratio of pupil enrollment for each member town over the preceding five years. Each town's ratio will be determined by comparing its enrollment to the total pupil enrollment of all the member towns as of October 1 for each of those years. This calculation will only count students actually attending the District schools from each member town.
4. District-based capital and debt assessments will be assessed based on the member towns' share of District-wide enrollment. Notwithstanding the foregoing sentence, the allocation of debt and capital costs attributable to a single district 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.

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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 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 vote of two-thirds of all its members 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 to and from school 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 5 year average of the total number of enrolled students in each member town as defined in Section V. This calculation will only count students actually attending the District schools.

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.

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. 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. 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.

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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.
5. Both member towns 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 termination for the town's share of the indebtedness of the district which is outstanding at the time of such termination, and for interest thereon, to the same extent and in the same manner as though the termination had not occurred; (3) its share of Other-Post-Employment Benefits (OPEB); any other liabilities incurred while a member of the District; and (4) for the costs, including legal fees, that accrue as a result of the termination process.

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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 of Elementary and Secondary Education Date

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