



2025 (FY2026) Annual Town Meeting and 2025 Election Warrant

**COMMONWEALTH OF MASSACHUSETTS
BERKSHIRE, SS.**

To any of the Constables of the Town of Lee, Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify all of the inhabitants of the Town of Lee, qualified to vote in Town Affairs, to meet at the **Lee High School Auditorium on Thursday, May 8, 2025 at the hour of 7:00 p.m.** in the evening, for the purposes then and there, to take action upon the following Articles, namely:

ANNUAL TOWN MEETING WARRANT ARTICLES

—*Articles 1-5 Consent Agenda (one vote) —

***Article 1. Town Reports**

To receive the reports of the Select Board, Town Accountant, and the other officers, boards, commissions, and committees of the Town.

***Article 2. Salary of Elected Officials**

To see if the Town will vote to fix the salaries of all elected officials as required by law for the fiscal year beginning July 1, 2025, or to take any other action relative thereto.

***Article 3. Transfer of Proceeds (50%) from the Sale of Cemetery Lots to Perpetual Care Account -Finance Committee Recommends Approval**

To see if the Town will vote to authorize the transfer of the sum of \$2,829.96, or any other amount, from the Sale of Cemetery Lots receipts to the Fairmont Perpetual Care Trust Account, or to take other action relative thereto.

***Article 4. Blanket Grant Application Authorization**

To see if the Town will vote to authorize the Select Board, or other Town Departments with the knowledge of the Select Board, to apply for and accept grants from the Federal Government, Commonwealth of Massachusetts or any other source, to execute any documents in connection with said applications and to expend grant funds for purposes received without further appropriation, or to take any other action relative thereto.

***Article 5. Road Repair and Paving (Chapter 90)**

To see if the Town will vote to expend those sums from fiscal year 2026 "Chapter 90" funds as provided by the Commonwealth, or to take any other action relative thereto.

————END Consent Agenda————

Article 6. Omnibus Fiscal Year 2026 General Fund Operating Budgets
Finance Committee Recommends Approval

To see if the Town will vote to raise and appropriate \$23,596,068.22 and transfer from available funds \$700,000 any sum or sums of money for the maintenance of the several departments of the Town and for any other necessary changes, or pass any vote or votes relative thereto.

CODE	CATEGORY	FY26 REQUESTS
100	GENERAL GOVERNMENT	
114	MODERATOR	150.00
122	SELECTMEN	81,300.00
123	TOWN ADMINISTRATOR	120,235.00
131	FINANCE COMMITTEE	500.00
132	RESERVE FUND	70,000.00
133	COMPENSATION RESERVE	75,000.00
135	TOWN ACCOUNTANT	129,481.00
141	ASSESSOR	134,300.00
145	TREASURER/COLLECTOR	300,665.00
151	TOWN COUNSEL	52,350.00
155	INFORMATION TECH	136,640.00
161	TOWN CLERK	94,173.00
163	ELECTIONS/REGISTRARS	20,300.00
170	LAND USE DEPARTMENT	136,350.00
171	CONSERVATION COM.	0.00
175	PLANNING BOARD	0.00
176	ZONING BOARD	0.00
195	TOWN REPORTS	3,600.00
196	OFFICE EQUIP MAINT	13,260.00
197	STAFF DEVELOPMENT	4,000.00
	TOTAL GENERAL GOVT	1,372,304.00
200	PUBLIC SAFETY	
210	POLICE	1,517,423.35
231	FIRE/EMS	1,300,461.34
241	BUILDING DEPT	156,946.00
242	GAS INSPECTOR	6,681.00
243	PLUMBING INSPECTOR	8,548.00
244	WEIGHTS & MEASURES	11,216.00
245	ELECTRICAL INSPECTOR	9,110.00
291	EMERGENCY MGMT	2,250.00
292	ANIMAL CONTROL	29,369.31
	TOTAL PUBLIC SAFETY	3,042,005.00

300	EDUCATION	
300	SCHOOL DEPT	11,848,900.00
	TOTAL EDUCATION	11,848,900.00
400	PUBLIC WORKS	
421	DPW ADMINISTRATOR	57,000.00
422	HIGHWAY CONST&MAINT	482,549.30
423	SNOW & ICE	488,221.27
424	STREET LIGHTING	54,841.00
425	FORESTRY	47,400.00
433	SANITARY LANDFILL	33,700.00
491	CEMETERY	104,014.74
654	PARKS & PLAYGROUNDS	32,978.51
192	PUB BLDG-AIROLDI BLDG	0.00
193	PUB BLDG-MEMORIAL HL	82,191.00
	TOTAL PUBLIC WORKS	1,382,895.82
500	HUMAN SERVICES	
512	BOARD OF HEALTH	765.00
519	TRI-TOWN LEE	211,597.32
520	TRI TOWN LENOX	277,472.12
521	TRI TOWN STOCKBRIDGE	154,868.16
523	BRIEN CENTER	2,867.00
524	COMMUNITY HEALTH PRG	1,250.00
540	CABLE ADVISORY COMM	150.00
541	COUNCIL ON AGING	79,476.82
542	LEE YOUTH ASSOCIATION	66,062.00
543	VETERAN'S SERVICES	59,268.00
545	YOUTH COMMISSION	24,320.00
	TOTAL HUMAN SERVICES	878,096.42
600	CULTURE & RECREATION	
610	LEE LIBRARY	336,947.00
620	SANDY BEACH	73,653.00
691	HISTORIC COMMISSION	485.00
692	WAR MEMORIAL FLAGS	2,900.00
693	CULTURAL COUNCIL	5,200.00
	TOTAL CULT. & REC.	419,185.00

700	DEBT SERVICE	
710	LONG TERM DEBT (P)	0.00
751	LONG TERM DEBT (I)	0.00
752	SHORT TERM DEBT (I)	3,100.00
	TOTAL DEBT SERVICE	3,100.00
800	INTERGOVERNMENTAL	
830	BERK REG PLANNING	5,176.98
	TOTAL INTERGOVT.	5,176.98
900	FIXED COSTS	
	EMPLOYEE BENEFITS	
911	BERK CTY RETIRMENT	1,148,848.00
912	WORKERS COMPENSATION	128,658.00
913	UNEMPLOYMENT BENEFITS	34,500.00
914	HEALTH INSURANCE	3,541,929.00
915	LIFE INSURANCE	21,000.00
916	MEDICARE	209,437.00
919	POLICE MEDICAL	2,033.00
	TOTAL EMPLOYEE BEN.	5,086,405.00
940	INSURANCES	
945	LIABILITY INSURANCE	194,000.00
	GEN/PROP/LIAB	
	SCHOOL BOARD	
946	OTHER INSURANCE	64,000.00
	POLICE AND	
	FIRE ACCIDENT	
	TOTAL INSURANCES	258,000.00
	TOTAL FIXED COST	5,344,405.00
	TOTAL BUDGET	24,296,068.22

Article 7. Omnibus Fiscal Year 2026 General Fund Capital Budgets

Capital Outlay Committee, Board of Public Works and Finance Committee Recommends Approval

To see if the Town will vote to raise and appropriate or transfer from available funds any sum or sums of money for capital expenditures of the several departments of the Town as follows:

<u>DEPARTMENT</u>	<u>PROJECT DESCRIPTION</u>	<u>FY2026</u>
TOWN BUILDINGS	Improvement Contingency	\$12,500.00
TOWN HALL	IT Upgrades	\$37,500.00
TOWN CLERK	Archive/Historic Records Preservation	\$5,000.00
TOWN CLERK	Replace Voting Machines	\$16,000.00
POLICE	Body Cameras	\$47,600.00
FIRE/EMS	Communications Equipment	\$27,720.00
SCHOOL	Capital (Pre Bid: Roof, Paving, Tennis)	\$335,000.00
SANDY BEACH	Safety/Maintenance Equipment	\$2,000.00
DPW HIGHWAY	Extraordinary Infrastructure Contingency	\$12,500.00
DPW HIGHWAY	Diagnostic Software	\$10,000.00
DPW HIGHWAY	Fleet Refurbish	\$75,000.00
DPW HIGHWAY	Air Compressor	\$25,000.00
SEWER	Extraordinary Infrastructure Contingency	\$12,500.00
SEWER	Meter Radio Replacement	\$10,000.00
HEALTH	Tri Town Records (Lee Portion)	\$5,000.00

And further, to provide for said appropriation, transfer the sum of **\$633,320** from available funds, or take any other action relative thereto.

Article 8. Water Enterprise Fund Operating/Capital Budget

Capital Outlay and Finance Committee Recommends Approval

To see if the Town will vote to make the following appropriations, or any other sum, to fund the Fiscal Year 2026 budget for the Water Department:

Water Operations	\$1,216,452
Capital Expenditures	\$22,500
TOTAL	\$1,238,952

And further, to provide for said appropriations from the following sources of revenue and available funds, or take any other action relative thereto.

User Charges	\$1,216,452
Retained Earnings	\$22,500
TOTAL	\$1,238,952

**Article 9. Wastewater Enterprise Fund Operating/Capital Budget
Capital Outlay and Finance Committee Recommends Approval**

To see if the Town will vote to make the following appropriations, or any other sum, to fund the Fiscal Year 2026 budget for the Wastewater Department:

Wastewater Operations \$2,579,542

And further, to provide for said appropriations from the following sources of revenue and available funds; or take any other action relative thereto.

User Charges	\$2,242,542
<u>Retained Earnings</u>	<u>\$337,000</u>
TOTAL	\$2,579,542

**Article 10. Omnibus Fiscal Year 2026 Non-Departmental Appropriations– Finance
Committee Recommends Approval**

To see if the Town will vote to raise and appropriate or transfer from available funds any sum or sums of money for the following purposes:

Fire/EMS Bond Payment	\$128,685.00
Paving Bond Payment	\$150,390.00
Chamber of Commerce Advertising	\$86,363.00
Chamber of Commerce Gateway/Downtown	\$14,500.00
Laurel Lake Preservation Association	\$2,500.00
Fireworks - Founders Day	\$1,000.00
Greenagers - Ferncliff	\$5,000.00
DPW Lights/Truck Telp	\$102,202.00

And to meet that appropriation transfer the sum of **\$490,640** or any other amount, from available funds, or take any other action relative thereto.

Article 11. CPA Appropriation FY 2026

To see if the town will vote to act on the report of the Community Preservation Committee (CPC) on the fiscal 2026 Community Preservation Budget and to appropriate or reserve for later appropriation monies from Community Preservation Fund Annual Revenues or available funds for the administrative expenses of the CPC, the payment of debt service, the undertaking of CPC projects and all other necessary and proper expenses for the year(s), or take any other action relative thereto.

Proposed Fiscal Year 2026 Community Preservation Budget

The Community Preservation Committee recommends that the following amounts be appropriated or reserved from fiscal year 2026 Community Preservation Fund revenues, unless otherwise specified, for fiscal year 2026 Community Preservation purposes with each item considered a separate appropriation:

Balance Held in CPA Reserve Funds (less encumbrances) \$237,271

FY25 Estimated Revenue

Town of Lee Surcharge	\$165,000
State Matching Funds	<u>\$26,235</u>
TOTAL FY25 Estimated Revenues	\$191,235

Project Appropriations

Youth Commission (outdoor basketball courts)	\$51,250
Lee Community Gardens	\$14,000
Historical Headstone Repairs	\$24,000
Stockbridge Rd Property Invasives/Trail Design	\$15,000
Central Fire Station Re-Use Design	\$15,000
South Lee Cemetery	\$21,000
History of Lee (Phase 2) Historical Commission	\$17,000
Historical Commission Asset Survey	\$16,000
Land Purchase (Pleasant Street Canoe Takeout)	\$100,000
 TOTAL Project Appropriations	 \$273,250.00
 Administrative Funds (5%)	 \$9,561.75
 Anticipated transfer to housing reserve	 \$19,123.50
 Anticipated New Balance Held in Reserve Funds	 \$126,570.75

AND... to enable the Town of Lee to acquire for conservation purposes under Chapter 44B, the Community Preservation Act, and to authorize the Board of Selectmen to accept the deed to the town of fee simple interest or less, of a parcel of land on 1235 Pleasant Street, consisting of 4.2±

acres of open land identified as Parcel 150/029.0-0000-0090.0 recorded at the Middle Berkshire Registry of Deeds in the records of the town assessors; a map being on file with the Town Clerk, together with all rights and easements and subject to all easements; said land to be managed by the Town of Lee; and that to meet this appropriation the sum of \$100,000 be transferred from the Undesignated Community Preservation Fund and/or Open Space Recreation Fund balance and to authorize the Board of Selectmen to submit on behalf of the town any and all applications deemed necessary for grants and/or reimbursements from the Commonwealth of Massachusetts, or the United States, under the Self-Help Act (M.G.L. Chapter 132A § 11) and/or any other state or federal programs including those in aid of conservation land acquisition; and/or any others in any way connected with the scope of this Article; said gifts or grants to be deposited in the Undesignated Community Preservation Fund balance; and that the Board of Selectmen be directed to grant a perpetual conservation restriction in said parcel of land meeting the requirements of M.G.L. Chapter 44B, § 12 and M.G.L. Chapter 184, §§ 31-33, and to enter into all agreements and execute any and all instruments as may be necessary to effect said purchase, said funds to be expended by the Community Preservation Committee; or take any other action thereon.

Article 12. Public Safety Building Bond Payment from General Stabilization Fund - Finance Committee and Capital Outlay Recommends Approval (2/3 VOTE)

To see if the Town will vote to transfer the sum of \$549,724 or any other amount, to pay the FY26 Public Safety Bond Payment from the General Stabilization Fund, or take any other action relative thereto.

Article 13 - General Bylaw: Tax Title Payment Plans

To see if the Town will vote to accept the proposed demolition delay bylaw for Tax Title or take any other action relative thereto:

Tax title payment plans

- A. Pursuant to the provisions of MGL c. 60, § 62A, the Town Treasurer shall have the authority to enter into written payment agreements with every person entitled to redeem ownership of parcels in tax title which have been taken by the Town because of nonpayment of real estate taxes. The payment agreement shall be executed on such terms and conditions for payment of the delinquent taxes, interest and any other costs, fees or charges associated with same, in accordance with MGL c. 60, § 62A and this bylaw. The Town Treasurer shall not refuse to enter into agreements with any eligible taxpayers.
- B. This bylaw shall apply to all taxpayers with parcels in the following assessment categories of tax title in the Town:
 - (1) Commercial property;
 - (2) Residential property;
 - (3) Industrial;
 - (4) Open space; and
 - (5) Multi-use.

- C. The following conditions must be met prior to the Town entering into all payment agreements:
 - (1) The recording date of the Instrument of Taking recorded in the Middle Berkshire County Registry of Deeds must be no more than 10 years prior to the date of the proposed agreement; and
 - (2) The taxpayer agrees to abide by the requirements of the payment agreement as outlined below.
- D. All payment agreements shall comply with the following minimum requirements:
 - (1) The payment agreement shall have a term of up to 10 years; provided, however, that nothing herein shall preclude the taxpayer from completing payments of the amount owed within a shorter period.
 - (2) The payment agreement shall state the amount required to redeem the parcel as of the date of inception of the agreement and will require an initial payment which must be at least 10% of that amount upon the execution of the agreement.
 - (3) The payment agreement will then require the taxpayer to pay the remaining balances and accruing interest due to the Town in equal monthly installments while also remaining timely with the real estate bill installments of the current fiscal year as they become due.
- E. At the conclusion of the agreement, if the Town has received 100% of the total amount due at the inception of the payment agreement, and the taxpayer has complied with the terms of the agreement, the taxpayer shall be entitled to a credit of 100% of the accrued interest on the tax title account. No taxes or collection costs may be waived. This credit shall be applied against the final installment payment(s) due under the payment agreement.
- F. During the term of the agreement, the Town Treasurer may not bring an action to foreclose the tax title unless payments are not made in accordance with the schedule set out in the payment agreement or timely payments are not made on other amounts due to the Town that constitute a lien on the same parcel.
- G. Pending cases will not be withdrawn until the balance is paid in full. The Town will not request a final judgement if the payments have been made under the terms of the agreement.

Article 14 – Waste Water Asset Management Plan

To see if the Town will vote to appropriate the sum of \$179,453 for the WWTP Asset Management Plan Project which was submitted to the Massachusetts Clean Water State Revolving Fund (SRF) Asset Management Planning Project List and Awarded. The total project cost of \$179,453 is comprised of a \$107,672 grant which the Town will be reimbursed for throughout the Project by MassDEP and the Massachusetts Clean Water Trust. The balance of the Project will be comprised of in-kind services (non-cash) provided by the Town valued at \$50,247 and a free cash contribution from the Town valued at \$21,534. Or take any other action relative thereto.

Article 15 – ZONING: Amend definition in § 199-14.1 – Terms Defined

To see if the town will Amend the Zoning Bylaw Chapter 199-14.1 (Terms Defined) by adding underlined text and removing strike out text as posted below or take any other action relative thereto.

199-14.1 Terms Defined

The following words and terms shall have the meanings ascribed to them in this section.

~~ACCESSORY DWELLING UNIT (ADU) – A self-contained dwelling unit that is accessory to the main use of the property and which is an existing single family dwelling on the same lot. An ADU may be attached to the main dwelling or detached from the main dwelling.~~

A self-contained housing unit (inclusive of sleeping, cooking and sanitary facilities) on the same lot as a principal dwelling that maintains a separate entrance, either directly from the outside or through an entry hall or corridor shared with the principal dwelling and that has a gross floor area of not more than one-half of the gross floor area of the principal dwelling or 900 square feet, whichever is smaller.

PROTECTED ACCESSORY DWELLING UNIT – An accessory dwelling unit that is or was constructed as of right under M.G.L. chapter 40A section 3, and not as a permitted use as a single-family or two-family dwelling.

Article 16 - Amend § 199-4.5 Accessory Dwelling Units

To see if the town will Amend the Zoning Bylaw Chapter 199-4.5 (Accessory Dwelling Units) by adding underlined text and removing strike out text as posted below or take any other action relative thereto.

A. PURPOSE AND INTENT

The purposes of this section are to:

1. Provide homeowners with a means of obtaining rental income, companionship, security and personal services, and thereby to enable homeowners to stay more comfortably in homes and neighborhoods they might otherwise be forced to leave;
2. Add moderately priced rental units to the housing stock to meet the needs of smaller households and make housing units available to moderate income households that might otherwise have difficulty finding housing;
3. Develop housing units in residential neighborhoods that are appropriate for households at a variety of life stages and for persons with disabilities; and
4. Protect property values and the character of the town's residential neighborhoods.

B. ADUs Allowed with Special Permit

1. In any ~~residential or business~~ district except the OPLI district, on a lot used for a single-family or two-family residence, a single (attached or detached) accessory dwelling unit (ADU) is a protected accessory dwelling unit under state law and is therefore an allowable following issuance of a special permit by the Planning Board use by right.

2. ~~Only one ADU may be allowed per lot~~ A second or subsequent ADU is allowable by special permit from the Planning Board. Where a lot contains a nonconforming structure, the Planning Board may consolidate the ADU proceeding with any special permit proceeding under article 6.

23. Before granting a special permit for a second or subsequent ADU, the Planning Board shall make all the findings required by section 13.3 13.4 and, in addition, a finding either that the new ADU would be served by town sewer facilities or that the applicant has obtained certification from the Board of Health that the waste disposal system will comply with the State Environmental Code, "Title V" regulations (310 CMR 15.00).

C. ADU Requirements

1. Minimum lot size. Minimum lot size requirements for a ~~single family dwelling lot~~ with an ADU shall be the same as for ~~a single family dwelling~~ the lot without an ADU. ~~An ADU shall not be established on any lot smaller than 15,000 square feet.~~

2. Gross floor area. The gross floor area of an ADU shall not be ~~less than 400 square feet nor more than one-half of the gross floor area of the principal dwelling or 900 square feet, whichever is less.~~

3. Setbacks and lot coverage. All applicable setbacks apply to each dwelling unit. Lot coverage limitations apply to the combined dwellings.

4. Separation. Each ADU must function as a fully separate dwelling unit, with separate kitchen, bathroom, and egress and remains subject to the building code.

5. Parking. ~~The site plan for~~ Except in the DCBC district, every lot with an ADU shall include at least ~~three~~ one additional off-street parking ~~spaces~~ space for each ADU.

6. Home occupation. A home occupation may be conducted in an ADU if the home occupation meets the requirements of this bylaw. Only one home occupation is permitted per lot.

7 Short-Term Rentals. No dwelling unit on a lot with ~~a detached~~ an ADU shall be offered or utilized for short-term rental, ~~as illustrated in the following table.~~

ADU and STR situation		By law
ADU is part of the main building	STR rental of ADU is:	Allowed
	STR rental of main house is:	Allowed
ADU is in separate building	STR rental of ADU is:	Not allowed
	STR rental of main house is:	Not allowed

7. A lot on which a detached ADU has been constructed cannot be divided or conveyed in a way that divides ownership of the primary dwelling and the ADU.

Article 17 – ZONING 199-19.3 Short Term Rentals

To see if the town will Amend the Zoning Bylaw Chapter 199-19.3 (Short Term Rentals) by adding underlined text and removing strike out text as posted below or take any other action relative thereto.

§ 199-9.13 SHORT-TERM RENTALS

A. Purpose

This section regulates Short-Term Rentals (STRs) of residential properties in a way that clarifies the extent those uses are allowed and that also preserves and promotes the character, history, health, and safety of the community and of individual neighborhoods.

B. Definitions. As used in this section:

1. “Short-Term Rental” or “STR” means an owner-occupied, tenant-occupied or non-owner-occupied property including, but not limited to, an apartment, house, cottage, condominium or a furnished accommodation where: (i) at least 1 room or unit is rented to an occupant or sub-occupant; and (ii) all accommodations are reserved in advance; provided, however, that a private owner-occupied property shall be considered a single unit if leased or rented as such. This definition is intended to be identical to that used for state tax law under MGL Chapter 64G or its successor.

2. “STR Landlord” means the person, trust or other entity who offers the use of a property as an STR and who has a right of occupancy to the premises after the rental concludes.

3. “Booking Agent” means the person or business entity that makes decisions to grant or deny permission to rent an STR property, facilitates reservations for an STR property or collects payments for rentals of an STR property. Where an automated system makes decisions about rentals, the registration shall identify an individual person within this state who has access to that system and who shall be deemed to be the booking agent.

4. “Property Manager” means the person or business entity who is obligated to respond to all problems, complaints, or emergencies relating to an STR that are reported

by an STR guest, other Lee residents, or town government who lives 30 miles or less away from said STR.

C. Exempted Accommodations

The following accommodations are not Short-Term Rentals as used in this section:

1. Hotels, motels, lodging houses, and licensed bed and breakfast establishments.
2. Tenancies at will or month-to-month leases.
3. Time-shares.
4. Any federal, state, or municipal institution.
5. Lodging accommodations, including dormitories at religious, charitable, educational, and philanthropic institutions that are not a hotel or motel or generally open to the public and operated by the institution.
6. Privately-owned and operated convalescent homes or homes for the aged, infirm, indigent, or chronically ill.
7. Religious or charitable homes for the aged, infirm, indigent, or chronically ill.
8. Summer camps for children up to 18 years of age or developmentally disabled individuals.
9. Lodging accommodations provided to seasonal employees by employers.
10. Alcohol and drug-free housing that is certified by the state.

D. Prohibited STR Properties. The following properties are not eligible for STR use:

1. Property owned by a corporation, trust, or partnership. Nevertheless, a corporation may operate an STR if: its principal asset is a single residential property in Lee; that property contains one or two dwelling units; and that property is the primary residence of the entity's major stockholder(s), beneficiary or partner.
2. Property occupied by a tenant acting as STR Landlord unless the tenant's lease from the fee owner explicitly authorizes the tenant in writing to use the property for STR purposes.
3. Residential property designated as "affordable" or otherwise income-restricted and which is subject to affordability covenants or is otherwise subject to housing or rental assistance under local, state, or federal programs or law.
4. Property with current violations of the Building Code, the Fire Code, the town zoning regulations, or an order of the Tri-Town Board of Health/ Lee Board of Health.

E. Prohibited STR Agreements. The following STR rental agreements are prohibited:

1. Renting an STR for use by more persons than the registered maximum STR occupancy.
2. Renting an STR for commercial use, such as for business or sales meetings.
3. Renting an STR to a person under the age of 18.

F. Operation of Short-Term Rentals.

1. An STR tenant shall not conduct an event or gathering on an STR property where attendance is more than twice the advertised maximum STR occupancy or the occupancy in the STR rental agreement.
2. An STR tenant shall not conduct an event or gathering on an STR property that includes tents or outdoor amplified music.

3. Each Booking Agent shall keep either paper or electronic records on rental activity that include the name and address of each tenant and the maximum occupancy for that rental period. Those records shall be available within Berkshire County either physically or through the Internet. Records of each rental shall be maintained for at least two years after that rental concludes. A paper copy of any record shall be produced upon written demand by the Tri-Town Board of Health/Lee Board of Health or the Select Board.

4. Each STR property shall have a Property Manager who shall maintain a 24-hour telephone number and shall respond within two hours to any problem or complaint reported by a tenant.

5. Each STR property relying on a septic system shall comply with the requirements regarding septic systems under "Title 5" and associated state regulations (310 CMR 15.00).

6. Each STR property shall comply with all standards and regulations of the Board of Health, Building Department, and Fire Department. STRs are subject to inspection by the board of health, the fire department, and town building officials.

7. Each STR shall have residential smoke and CO detectors installed and maintained in compliance with state statute law and regulations. A fire extinguisher shall be mounted in a clearly visible and easily accessible location and in or near any kitchen. If there is more than one habitable level, a fire extinguisher shall be mounted on each level in an easily accessible location.

8. Each STR property shall have off-street parking spaces on or adjacent to the property at least equal to the number of STR bedrooms, plus one space.

9. Trash shall be removed from each STR property at least weekly.

10. Each STR shall post, in a conspicuous place:

a. The identity, telephone number and other contact information of the Property Manager;

b. A property map that clearly depicts the boundaries of the STR property; and

c. Instructions to operate any wood-burning fireplace or any wood or pellet stove.

11. Any advertisement offering the STR shall include the Lee STR Registration Number and shall state the maximum allowable STR occupancy. No advertising shall offer to exceed the maximum allowable occupancy registered under the following subsection.

12. Each STR Landlord shall ensure that its registration data at all times accurately describe the current names and contact information for the STR Landlord, Booking Agent, and Property Manager.

G. Registration

1. Each STR Landlord shall register each STR unit with the ~~Lee Select Board Land Use Department.~~ The registration form shall include the following information and statements:

a. The street address of the property.

b. A description of the STR property and the rooms or areas offered for short-term rental.

c. A floor plan, showing all areas where guests can utilize the STRs, egresses, fire extinguishers and alarms, and other requirements from the Lee Building Department, Fire Department, Police Department, Health Department and meet all laws of the Commonwealth and local ordinances.

de. The maximum allowable occupancy of each rental unit.

ed. The STR Landlord's name and contact information.

fe. The Booking Agent's name and contact information.

gf. The Property Manager's name, telephone number and any other contact information.

hg. A copy of a currently valid STR Certificate of Registration with the Massachusetts Department of Revenue.

i. Proof of liability insurance from an insurance agent licensed in this state as required by the State of Massachusetts Department of Revenue, MGL Chapter 337 Acts of 2018.

jh. A statement that residential smoke alarm/detectors and Carbon Monoxide detectors are installed and maintained in compliance with state statute law and regulations.

ki. A statement that a fire extinguisher is mounted in a clearly visible and easily accessible location on each habitable level of the STR building and in or near any kitchen.

l. It is strongly recommended that a Knox box (one per structure, located on the exterior of the structure and visibly marked on site plans-) is located on STRs for emergency response purposes.

mj. A statement describing whether the STR building is served by a septic tank system or municipal sewer.

(1) If served by a municipal sewer, the statement shall describe the number of bedrooms.

(2) If served by a septic system, the statement shall describe the number of bedrooms rated under its septic permit and the date that the septic tank was last pumped.

(3) If served by a composting or innovative or alternative system, the statement shall include a currently valid maintenance agreement for that system.

n-k. A statement of whether the property is served by municipal water supply or a well. If a well, the statement shall state that the well has been tested within the preceding five years and was found to be potable and safe for personal consumption.

2l. A statement and diagram showing the number and location of off-street parking spaces.

32. Each STR registration received by the Town Clerk and Use Department in proper form and accompanied by the required fee shall be assigned a Lee STR Registration Number, which shall be consistent from year to year and a certificate of registration shall be issued.

43. Registrations of STRs shall expire every year on December 31 June 30-Renewal registrations may be filed during each December for the following yearbefore the license

expires. The annual registration fee shall be \$100 per rental unit or as otherwise set by the Select Board.

H. Enforcement.

Operating an STR without a currently valid registration or in violation of any regulation under subsection F above is a violation of the Lee Zoning Bylaw, Chapter 199. In addition to the penalties otherwise provided for zoning violations, the Select Board, after notice and hearing, may revoke an STR Landlord's registration, for up to twelve months, if it finds that the STR Landlord:

1. Has accrued three or more violations of this section within a 12-month period;
 2. Has failed to update all required contact information and has not responded to an inquiry after 20 days; or
 3. Has failed to provide access to STR properties for authorized inspection or has failed to comply with orders to correct STR deficiencies.
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You are hereby directed to notify and warn the Inhabitants of the Town of Lee qualified to vote in Town Affairs to meet at the Crossway Village gymnasium, 21 Crossway Street in Lee on Monday, May 12, 2025 at 7:00 a.m. to 8:00 p.m. to cast their votes for the following:

Moderator	One for the term of one year
Select Board	One for the term of three years
Lee School Committee	Two for a term of three years
Planning Board	One for the term of five years
Housing Authority	One for the term of five years

You Are hereby directed to serve this Warrant by posting true and attested copies thereof, in five public places within the Town of Lee, seven (7) days at least, before the day and hour of holding said meeting.

Therefore, Fail Not and make due return of said Warrant with your doing thereon to the Town Clerk of the Town of Lee, at or before the day and hour of holding said meeting.

The Town of Lee does not discriminate based on disability and is committed to hosting accessible meetings. To request a reasonable accommodation to attend Town Meeting, please contact the municipal ADA Coordinator, Chris Brittain at 413-243-5500.

Given under our hands at Lee, this 22nd day of April, 2025.



Gordon D. Bailey, Chair



Sean Regnier



Bob Jones

As per instruction in this Warrant, I have posted same, this 23 day of April 2025 in five public places.



Constable