



SELECTBOARD AGENDA & MEETING NOTICE

February 28, 2022

***Indicates item added after the 48 hour posting
bold underlined time = invited guest or advertised hearing
 (all other times are approximate)

Location: Gill Town Hall, 2nd Floor

Face coverings required per Board of Health mandate.

6:45 PM Call to Order (If the meeting is being videotaped, announce that fact. If remote participation will occur, announce member & reason, & need for roll call voting)

Old Business

- Review of Minutes from 1/31 & 2/14
- Leaf Joy
 - Introduction of Greg Faiziev, Owner
 - Host Community Agreement – review final version of agreement, vote to approve and to sign certification form

New Business

- Cemetery Commission – condition and maintenance of fence between Library and Center Cemetery
- FY22 Snow & Ice Budget – potential need to deficit spend, vote to authorize
- Lease Renewal with Four Winds School – topics to address in update of lease
- Mass. DEP “contract” for Sustainable Materials Recovery Program grants – vote to sign
- Other business as may arise after the agenda has been posted.
- Public Service Announcements, if any

Warrants

FY22 #17 Vendors (\$48,389.30) & Payroll (\$28,818.19) – reviewed & signed on 2/14/22
 FY22 #18 – review & sign

Adjournment

Other Invitations/Meetings:

Date	Time	Event	Location
Mon 3/14	5:30 PM	Selectboard meeting	Gill Town Hall, 2 nd floor
Mon 3/28	5:30 PM	Selectboard meeting	Gill Town Hall, 2 nd floor

**HOST COMMUNITY AGREEMENT
FOR THE SITING OF A
MARIJUANA RETAIL ESTABLISHMENT
IN THE TOWN OF GILL**

THIS HOST COMMUNITY AGREEMENT (the “Agreement”) is entered into this 28th day of February, 2022 by and between the Town of Gill, a Massachusetts municipal corporation with a principal address of 325 Main Road, Gill, MA 01354 (the “Town”), acting by and through its Board of Selectmen in reliance upon all of the representations made herein, and Leaf Joy LLC, a Massachusetts company, and any successor in interest, with a principal office address of 1 Main Road, Gill, MA 01354 (the “Company”) (the Company and Town collectively, referred to as the “Parties”).

WHEREAS, the Company wishes to locate a Marijuana Retail Establishment in the Town of Gill on a parcel of land known as 1 Main Road, Gill, MA, 01354, more accurately described on Map 101 and numbered Lot 2 in the Assessor’s database (the “Property”), for the retail of cannabis products, cannabis accessories and other incidental and related products (the “Establishment”), in accordance with Massachusetts General Law 94G, “Regulation of the use and distribution of Marijuana not Medically Prescribed”, and pursuant to applicable state laws and regulations, including, but not limited to 935 CMR 500.00 and such approvals as may be issued by the Town in accordance with its Zoning Bylaw, Board of Health and other applicable local regulations (collectively the “Regulations”), as may be amended; and

WHEREAS, notwithstanding the anticipated benefits to certain members of the community, the Company may impact Town resources in ways unique to the business of the Company and draw upon Town resources in a manner not shared by the general population; and

WHEREAS, the Company anticipates that the Town will incur additional expenses and impacts on the Town’s road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting and consulting services and public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town; and

WHEREAS, said impacts may include but are not limited to (i) increased use of Town Services, (ii) increased traffic and traffic congestion, (iii) increased issues related to public safety and addictive behavior, (iv) greater need for youth and adult substance misuse prevention education, and (v) general quality of life; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite license from the Cannabis Control Commission (the “CCC”) or such other state licensing or monitoring authority, as the case may be, to operate the Establishment and receives all required local permits and approvals from the Town; and

WHEREAS, for purposes of licensure, the Company is required to submit to the CCC documentation evidencing the Company and Town have executed a Host Community Agreement; and

WHEREAS, the Parties intend by this Agreement to satisfy the provisions of M.G.L. c.94G, §3(d), applicable to the operation of the Establishment, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town; and

WHEREAS, the Town supports the Company's intention to operate a Marijuana Retail Establishment for retail sale of marijuana for adult use.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:

1. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. Annual Payments

In the event that the Company obtains the requisite license and/or approval as may be required for the operation of the Establishment, including but not limited to an occupancy permit from the Town's Building Commissioner and a final license and approval to operate from the CCC, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the Establishment at the Property, then the Company agrees to provide the Town the following Annual Payments.

A. Community Impact Fees: The Company anticipates that, as a result of the Company's operations of the Establishment, the Town will incur additional expenses and impacts upon its roads and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting services, administrative services, educational services, public health and substance abuse counseling services, environmental protection services including air, noise, odor, light and water pollution and management, and any necessary and related legal and enforcement costs, as well as unforeseen impacts upon the Town. Accordingly, in order to mitigate the direct and indirect financial impacts upon the Town and use of the Town's resources, both quantifiable and unquantifiable, the Company agrees to annually pay a community impact fee to the Town, in the amounts and under the terms provided herein (the "Annual Community Impact Fee").

1. The Company shall pay an Annual Community Impact Fee in an amount equal to three percent (3%) of gross sales from any and all operations of the Establishment. The term "Gross Sales" as used herein shall mean total sales on or from the Establishment, as determined in accordance with generally accepted accounting principles or tax accounting methods, reduced by customer returns, if any, and not including the amount of state or local sales tax collected.

2. The Establishment shall be deemed to have commenced operations on the day the Company first commences regular sales from the Establishment (the “Sales Commencement Date”), with respect to all sales on or from the Property. The Annual Community Impact Fee shall be paid in quarterly installments per the Town’s fiscal year (July 1 - June 30) on September 30, December 31, March 31, and June 30 with the first payment due thirty (30) days after the close of each quarter following the Sales Commencement Date. The Annual Community Impact Fee for the first (1st) year of operation shall be prorated based on the number of months that the Establishment is in operation; provided, however, that in no event, including a decision pursuant to Section 2.A.4, or otherwise, shall the Town be responsible for the return of any Annual Community Impact Fee or portion thereof already provided to the Town by the Company. Payment obligations for sales made prior to the termination of this Agreement shall survive such termination.
3. The Annual Community Impact Fee shall continue for a period of five (5) years from the Sales Commencement Date.
4. In the event the Company’s obligation to provide Annual Community Impact Fee funding to the Town under this Agreement is determined to be unenforceable or stricken either mutually by the Parties or by a court of competent jurisdiction after all periods of appeals have lapsed or by legislative action, then the Company and the Town will negotiate in good faith an amendment to this Agreement or a new Agreement containing provisions, including community funding provisions that removes any unenforceable or stricken provision(s) and is otherwise substantially similar to the terms contained in this Agreement within one hundred twenty (120) days following such agreement or determination, it being understood by the Parties that such new Agreement shall comply with all applicable laws.
5. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to offset costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting services, administrative services, educational services, public health and substance abuse counseling services, environmental protection services including air, noise, odor, light and water pollution and management, and any necessary and related legal and enforcement costs, as well as unforeseen impacts upon the Town. The Town shall keep a record of all such expenditures of the Annual Community Impact Fee and provide such record to the Company on request for the Company’s annual license renewal obligations for the CCC, which require the Company to request from the Town such accounting of funds. The Company acknowledges and agrees that the Town is under no obligation to use the Community Impact Fees in any particular manner, and the Town acknowledges and agrees that the Company has no input over the Town’s use of such funds, and any use of such funds in contravention to M.G.L. c. 94G is undertaken at the Town’s own risk and sole liability.

6. Pursuant to M.G.L. c. 94G, §3(d), a “community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment...” (“Town Costs”). Notwithstanding the foregoing, the Parties acknowledge the difficulty in computing actual Town Costs and have agreed to utilize a fixed percentage of Gross Sales as specified in Paragraph 2.A.1 above in lieu of attempting to determine actual Town Costs incurred. The Company acknowledges that the impacts of its operation may be impracticable to ascertain and assess as impacts may result in budgetary increases though not separately identified, and consequently, the Company acknowledges that the payments due under this Agreement are reasonably related to Town Costs and waives any claims to the contrary. Accordingly, the Town acknowledges and agrees that the Company has no input over the Town’s use of such funds, and any use of such funds in contravention to M.G.L. c. 94G §3(d) is undertaken at the Town’s own risk and sole liability.
7. Annual Community Impact Fees are expressly included as “other municipal charges” pursuant to M.G.L. c. 40, § 57. A Town licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers, of the Company or agent thereof if the Company’s name appears on a list furnished to the licensing authority from the Town Collector of individuals delinquent on their taxes and/or sewer bills. Written notice must be given to the Company by the Tax Collector, as required by applicable provision of law, and the Company must be given the opportunity for a hearing not earlier than fourteen (14) days after said notice.
8. Payments of the Annual Community Impact Fee by the Company to the Town shall be held by the Treasurer of the Town in a separate account, to be expended by the Town without further appropriation pursuant to M.G.L. c. 44, §53A, or otherwise in trust, for the purposes of addressing the potential health, safety, and other effects or impacts of the Establishment on the Town and on municipal programs, services, personnel, and facilities. While the purpose of the Annual Community Impact Fee is to assist the Town in addressing any public health, safety, and other effects or impacts the Establishment may have on the Town and on municipal programs, services, personnel, and facilities, the Town may expend the Annual Community Impact Fees at its sole and absolute discretion. Notwithstanding the Annual Community Impact Fee, nothing shall prevent the Company from making additional donations from time to time to causes that will support the Town, including but not limited to local substance misuse prevention/treatment/education programs.
9. The Company acknowledges that but for its agreement to provide Annual Community Impact Fee funding hereunder, the Town would not have entered into this Agreement; thus, (i) in the event the Company takes any action (“Action”) to seek a determination from any regulatory authority or a decision from a state or Federal court seeking to enjoin, strike, limit or otherwise render moot its obligation to provide any or all Annual Community Impact Fee funding under this

Agreement the Town shall be entitled to recover from the Company all reasonable costs incurred, including court costs, attorneys' fees, and all other related expenses incurred in such Action, provided that the Town is the prevailing party, and (ii) in the event of any action taken by the Town against the Company arising from or related to this Agreement, the Town shall be entitled to recover from the Company all reasonable costs incurred, including court costs, attorney's fees, and all other related expenses incurred in such Action, provided that the Town is the prevailing party, and (iii) in the event the Town commences an action to collect ("Collection Action") Annual Community Impact Fee funding due, the Town shall be entitled to recover from the Company all reasonable costs incurred, including court costs, attorneys' fees, and all other related expenses incurred in such Collection Action.

B. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company anticipates that it will make purchases of water and sewer from all local government agencies. The Company will pay any and all fees associated with the local permitting of the Establishment, including Town Counsel's reasonable and standard legal fees, not to exceed \$2,500.00 and upon presentation of a detailed invoice, for all services rendered in negotiating this agreement and reviewing any issues related to the Company's license application with the CCC that are referred to the Town by the CCC or other reviewing agency, regardless of whether the CCC issues the license, and said fees shall not be considered part of the Annual Community Impact Fee. If the Town receives other payments from the Department of Revenue or any other source, the funds which have been collected by assessment or fee against the Company, including but not limited to taxes imposed by an act of the legislature of the Commonwealth of Massachusetts or by Town Meeting, or a mandate from the Town for said payments, the amounts due from the Company to the Town under the terms of this Agreement shall not be reduced by the amount of such other payments. The Company also hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town's building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town, unless such challenge, contest, or appeal is made in good faith based off the Company's evidence to the contrary of the assessed charges and fees, and follows the usual Town procedures for a similar challenge, contest or appeal of such charges or fees.
2. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under this Agreement. In the event that any such payments are not fully made with thirty (30) days of the date they are due, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments. The Board of Selectmen, in its discretion, may agree to waive all or a portion of the late payment penalty, for good cause, upon prior written request of the Company.

- C. Annual Reporting for Host Community Impact Fees: The Company shall submit annual written reports to the Town within thirty (30) days after the payment of its fourth (4th) quarterly installments of the Annual Community Impact Fees with a certification of: (1) its annual Gross Sales; and (2) its compliance with all other requirements of this Agreement. Said annual written report shall include certified copies of all financial records which relate to the determination of Gross Sales that it is required to submit to the CCC. During the term of this Agreement the Company shall agree, upon request of the Town, to appear before a meeting of Board of Selectmen to review compliance with the terms of this Agreement. Such meeting shall occur no later than thirty (30) days following written notice from the Town.

The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town or its agents with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the Commonwealth, including the CCC and Department of Revenue, for purposes of obtaining and maintaining a license(s) at the Establishment.

Upon request of the Town, during the term of this Agreement and for three (3) years following the termination of this Agreement, and no more than once in any year, the Company shall have its financial records examined, copied and audited by an Independent Financial Auditor to be selected by the Company from professionals from the area surrounding Gill, Massachusetts. The initial cost of such audit shall be borne by the company, and if no discrepancies are found, shall be offset against the next Annual Community Impact Fee payment; if discordances are found, the Company shall not offset such costs. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Community Impact Fee are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours or other mutually acceptable times and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment and shall include a certification of itemized Gross Sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities. If, after such audit, an additional fee or payment is owed to the Town, it shall be remitted to the Town within thirty (30) days of receipt of the audit report and shall include the applicable Late Payment Fee as described in Paragraph 2.B.2 above.

3. Local Property Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord or by the owner of the property and the Company shall not object or otherwise challenge the taxability of such property unless such challenge, contest, or appeal is made in good faith based off the Company's evidence to the contrary of the assessment, and follows the usual Town procedures for a similar challenge, contest or appeal of such taxes, and shall not seek a non-profit, agricultural or any other exemption or reduction with respect to such taxes.

4. Local Tax Option

The Company acknowledges the Town accepted M.G.L. c. 64N, §3, imposing a local sales tax upon the sale or transfer of marijuana, marijuana products and marijuana accessories by a marijuana retailer operating within the Town at a rate of three percent (3%) of the total sales price (the "Local Sales Tax"). The Company and the Town understand that compliance oversight, collection and remitting of this Local Sales Tax is the responsibility of the Massachusetts Department of Revenue. The Company and the Town understand and acknowledge that the Local Sales Tax is separate and distinct from the Annual Community Impact Fee payment referred to in Section 2 of this Agreement.

5. Vehicle Management

The Company agrees to keep in Town any and all vehicles owned by the Company and used in connection with the delivery and/or transportation of marijuana and other products to or from the Establishment, to register in Town all vehicles used for such purpose and owned by the Company and to pay motor vehicle excise taxes on such vehicles to the Town. However, any use of a third-party transportation service shall be exempt from this Section 5.

6. Community Support

- A. Local Vendors: To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall use its best efforts in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Establishment when such contractors and suppliers are properly qualified and price competitive. The Company also agrees to make reasonable efforts to utilize women-owned, veteran-owned and minority-owned vendors within the Town. Best and reasonable efforts shall include actively soliciting bids from Town vendors through local advertisements and direct contact.
- B. Employment: Except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall use its best efforts in a legal and non-discriminatory manner to give priority to hire residents of the Town as employees of the Establishment when such

residents are properly qualified, have equivalent availability, are requesting equivalent compensation, and at an equal or greater skill set than individuals under consideration outside of the Town.

- C. Approval of On-Site Manager: If requested by the Town, the Company shall provide to the Town, for review and approval, the name and relevant information, including but not limited to the information set forth in 935 CMR 500.00 *et seq.*, or such other state regulations, as the case may be, of the person proposed to act as On-Site Manager of the Establishment. The submittal shall include authorization and all fees necessary to perform a criminal history (CORI) check or similar background check or provision of the results of a CORI check performed by the Company with the proposed Manager's authorization to disclose same to the Town. The Town, through its Town Administrator, shall promptly and reasonably consider such information for approval following submittal to determine, in consultation with the Police Chief, if the person proposed is of suitable character to act as On-Site Manager. Should the Town not object within seven (7) days following submittal, such applicant shall be considered to be approved. Such approval shall not be unreasonably denied, conditioned or delayed. This approval process shall also apply to any change of On-Site Manager.
- D. Positive Impacts on Youths: The Company shall meet at least annually with representatives from the Partnership for Youth/Communities That Care Coalition, or a successor organization, to discuss ways the Company can support young people in positive ways, including youth mental health, youth activities, and youth workforce development.
- E. Mitigation of Community Concerns: The Company agrees to employ reasonable efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any reasonable concerns or issues that may arise through its operation of the Establishment. Said written policies and procedures shall be presented to the Board of Selectmen as part of the Company's annual report. The policies and procedures addressing community impact mitigation adopted by the Company and presented to the Board of Selectmen shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

The Company further agrees and acknowledges that in the event the Town receives five (5) or more reasonable and valid complaints from town residents or property owners within any three (3) month period relative to the failure to mitigate reasonable concerns or issues relative to the operation of the Establishment, the Company shall be required to meet with the Board of Selectmen or its designee if requested by the Town, which may require that additional usual, reasonable, and industry standard measures be taken, at the Company's sole expense, to address the specific nature of the complaints to the satisfaction of the Board of Selectmen. Said cost of any additional measures shall not be considered part of the Annual Community Impact Fee.

The Company shall make available, at no cost, customer educational materials to its

clients or to any other requestor. These materials shall include, but not be limited to, information on safe and responsible use and storage of cannabis and cannabis products.

- F. Annual Reporting of Community Support Measures: The Company's annual report to the Board of Selectmen shall include information concerning the Company's use of local vendors, the number of Gill residents employed at the Establishment and a description of the measures taken to fulfill this workforce hiring commitment, and the Company's activities with regard to having a positive impact on youths. The Company shall furnish the Town with such further information and documentation as the Town may reasonably request to support and document compliance with this Agreement.

7. Security

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with Town's Police Department in reviewing and approving all security plans prior to implementation and the Sales Commencement Date at the Establishment.

The Company shall provide to the Police Department its hours of operation and after-hours contact information, access to surveillance operations, and shall require employees and other agents of the Company to produce their CCC-issued registration card to law enforcement upon request. A key-and-lock system shall not be the sole means of controlling access to the Establishment, and prior to the Sales Commencement Date the Company agrees to implement a method such as a keypad, electronic access card, or other similar method for controlling access to the Establishment and to areas in which marijuana or marijuana products are kept.

The Company agrees to cooperate with the Police Department, including but not limited to reasonable periodic meetings to review operational concerns, security, delivery schedule and procedures, determining the placement of interior and exterior security cameras and ensuring security cameras are located to provide an unobstructed view in each direction of the public way(s) on which the Establishment is located, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Establishment and with regard to any reasonable and industry-standard anti-diversion procedures to ensure that marijuana and marijuana products are not being transferred to the illegal market or to minors.

To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a reasonable and industry-standard comprehensive diversion prevention plan, such plan to be in place prior to the Sales Commencement Date at the Establishment. Such plan shall include, but is not limited to, (i) training the Company employees to be aware of, observe, and report any unusual behavior in authorized visitors, Company employees or others that may indicate the potential for diversion through a CCC-accredited Responsible Vendor Trainer; (ii) utilizing appropriate tracking of all inventory at the Establishment, which shall be fulfilled by use of the METRC seed-to-sale tracking system; and

(iii) refusing to complete a transaction if the customer appears to be under the influence of alcohol, drugs, or other controlled substances.

Should the Company or the Town receive five (5) or more complaints regarding traffic in any three (3) month period, the Company shall meet with the Police Chief to discuss and implement reasonable and industry standard traffic calming measures, which may include use of a detail.

The Company shall promptly report the discovery of the following to Town Police within twenty-four (24) hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

8. Additional Obligations

- A. Retained Authority of the Municipality: This Agreement does not affect, limit, or control the authority of the Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Establishment to operate in the Town, or to refrain from enforcement action against the Company and/or the Establishment for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations. However, the Town shall not deny or restrict any approvals and/or permits solely on the grounds of the Establishment being used for Marijuana purposes, and shall use the same standards of review and burden of proof as would be used for a similarly-situated non-marijuana use of the Establishment.
- B. Annual Reporting: The Company shall file an annual report with the Board of Selectmen in connection with its annual financial submissions on July 31 of each year for purposes of reporting on compliance with each of the terms of this Agreement and shall, at the request of the Board of Selectmen, appear at a regularly scheduled meeting to discuss the Annual Report. Such report shall be kept confidential to the greatest extent permitted by law, and may be accompanied by a public-facing executive summary with confidential exhibits, for the purposes of security and/or protecting sensitive business information from competitors.

The Company shall, at least annually, provide the Town with copies of all reports

submitted to the CCC regarding the Company's operations at the Establishment, including but not limited to a report certifying to the Town the gross revenue for the preceding calendar year.

- C. Annual Inspections: The Company agrees that it will voluntarily submit to a minimum of one (1) annual inspection by the Police, Fire and Building Departments to ensure compliance with the terms of this Agreement and other local approvals. This provisions shall not preclude the municipality or any of its departments from conducting inspections at other times during the year to address enforcement matters. Any such inspection shall take place during regular business hours or at a mutually acceptable time and will not unreasonably impede or interfere with business operations. All such inspections shall follow all CCC-required access control and visitor regulations.
- D. Improvements to the Property: The Company shall make capital improvements to the Property such that the Property will match the look and feel of the Town and the surrounding parcels used for similar non-marijuana purposes, and be of construction standards at least at the quality of other nearby similar non-marijuana businesses. The Company agrees to comply with all laws, rules, regulations and orders applicable to the Establishment, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work. The Company agrees that the Establishment shall be adequately screened from the public way and nearby properties to the reasonable satisfaction of the Board of Selectmen.
- E. Cooperation: The Company will work cooperatively with all necessary Town departments, boards, commissions, and agencies to ensure the Company's operations are compliant with all Town bylaws, codes, rules, and regulations.
- F. Compliance: The Company agrees to comply with all laws, rules, regulations and orders applicable to the license, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

9. On-Site Consumption

The Company agrees, even if permitted by statute or regulation, it will prohibit on-site consumption of marijuana and marijuana products at the Establishment.

10. Limitation on Operations

The Company acknowledges and agrees that this Agreement covers the operation of a Marijuana Retail Establishment for dispensing and selling adult-use marijuana and no other business enterprise, including the delivery of marijuana, shall be undertaken at the Establishment absent express written agreement of the Town.

11. Hours of Operation

The Company agrees that it will submit a proposal for regular and fixed hours of operation, which in no case shall exceed the hours of operation of any package store in the Town, and shall not be restricted to less than the hours of any package store in the Town.

12. Notice of Licensure and Sales Commencement

The Company shall notify the Town within seven (7) days of the issuance of a final license from the CCC. The Company will provide written notice to the Town at least thirty (30) days in advance of the anticipated Sales Commencement Date, and thereafter within seven (7) days shall provide written notice to the Town of the actual date of its first sale from the Establishment.

13. Electrical Usage and Renewable Energy Requirements

The Company shall (a) satisfy all minimum energy efficiency and equipment standards established by the CCC and meet all applicable environmental laws, regulations, permits, and other applicable approvals; (b) adopt and use best management practices as determined by the CCC to reduce energy usage and consumption and engage in energy conservation.

While under no obligation to enroll, the Company and its landlord shall annually review the opportunities provided by the Gill Community Choice Power Supply Program.

The Company shall use lighting practices to reduce light pollution, that minimize the impact on maintaining a ‘dark sky’, by using best practices for outdoor lighting such as shielding lights and directing them down, selecting lamps with warmer colors, use less light and only when and where needed, and shielding any indoor lighting after sunset and before sunrise.

14. Waste and Waste Water Controls

The Company shall comply with all regulations and reasonable requests of the Town’s Sewer Commissioners and the Riverside Water District.

The Company shall ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Liquid waste containing marijuana or by-products of marijuana processing shall be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26-53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program, Town of Gill Sewer Use Regulations), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers.

The Company shall ensure that no fewer than two agents witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105. When marijuana products or waste is disposed or handled, the Company will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Company agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years.

Product packaging, including exit bags, shall be recyclable or re-usable to the maximum extent practicable and permissible.

15. Odor Control

The Company shall ensure that odor from the Establishment is not released so as to constitute a nuisance to surrounding properties. The Company shall ensure proper maintenance of all odor mitigation equipment to ensure maximum efficiency. Any reasonable complaints received by the Town concerning odors leaving the Establishment that are detectable at abutting properties shall be addressed thoroughly and expediently by the Company. The Town shall treat any odor complaints regarding the facility with the same process and scrutiny as they would odor complaints from any other non-agricultural, non-cannabis business within the Town.

16. Re-Opener/Review

The Company or any “person or entity having direct or indirect control” in the Company, as defined in 935 CMR 500.02, shall be required to provide to the Board of Selectmen notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company, or any person or entity having direct or indirect control in the Company, has any interest and which is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company or person or entity having direct or indirect control enters into a Host Community Agreement that contains terms that are superior to what the Company agrees to provide the Town pursuant to this Agreement, then the Parties shall reopen this Agreement and negotiate an amendment resulting in benefits to the Town equivalent or superior to those provided to the other municipality.

17. Municipal Support

The Town agrees to timely submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company’s application for a license to operate the Establishment where such compliance has been properly met, but makes no representation or promise that it will act on any license or permit request, including, but not limited to any zoning application submitted for the Establishment, in any particular way other than by the Town’s normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

18. Term and Termination

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the Establishment in Town, or five (5) years from the date of this Agreement, whichever is earlier. Unless agreed upon or required sooner, within one hundred twenty (120) days of the conclusion of the term of this Agreement the Parties shall begin negotiations in good faith to extend the Agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced. Any renegotiation of this Agreement shall include a review of the positive and negative impacts upon the Town, its residents and businesses resulting from operation of the Establishment, including, without limitation, community health, associated business growth, traffic, crime, use of Town resources, proximate property value impacts, and other documented impacts. The Annual Community Impact Fee shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d) or other term as may be allowed by the Legislature.

The Town may terminate this Agreement for cause by providing written notice to the Company in the event that: (i) Company violates any laws of the Town or the Commonwealth with respect to the operation of the Establishment, and such violation remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation, unless the matter cannot be cured within thirty (30) days and the Company has begun efforts to cure such matter within 30 days of such written notice; (ii) Company fails to make payments to the Town as required under this Agreement, and such failure remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation; or (iii) there is any other material breach of the Agreement by the Company, which material breach remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation unless the breach cannot be cured within thirty (30) days and the Company has begun efforts to cure such breach within 30 days of such written notice.

In the event of termination of this Agreement, the Company shall immediately cease all operations at the Establishment.

In the event the Company has not secured a final license from the CCC and all necessary local permits from the Town and commenced operations at the Establishment within two (2) years from the date this Agreement takes effect, this Agreement shall expire and the Company shall be required to negotiate a new Host Community Agreement in order to operate the Establishment within the Town. The Board of Selectmen, in its discretion, may agree to an extension of the two (2) year expiration, for good cause, which shall include the time to pursue or await the determination of an appeal of any permit or other legal proceeding.

19. Successors/Assigns

This Agreement is binding upon the Parties hereto, their successors, assigns, and legal representatives. The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written

consent from the Town and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other material change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town, which approval shall not be unreasonably withheld, restricted, or conditioned so long as the proposed assignees meet all qualification standards as outlined by the CCC.

20. Notices

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement shall be in writing, with copy by email, and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service to the addresses below or as furnished from time to time in writing hereafter by one party to the other party. Notice shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To the Town: Town Administrator
 325 Main Road
 Gill, MA 01354
 administrator@gillmass.org

To the Company: Greg Faiziev
 1 Main Road
 Gill, MA 01354
 leafjoygill@gmail.com

With a copy to: James McMahan, Esq.
 McMahan Strategic Development, LLC
 517 Boston Post Road #642, Sudbury, MA 01776
 james@mcmahanstrategic.com

21. Amendments/Waiver

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by authorized representatives of both parties to the original Agreement, prior to the effective date of the amendment.

22. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes any and all prior agreements, negotiations and representations, either oral or in writing, between the Parties hereto. This Agreement shall not be modified or amended except by a written document executed by authorized representatives of both Parties to the original Agreement.

23. Third Parties

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

24. Severability

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be prejudiced.

25. Governing Law and Exclusive Venue

The Parties agree that this Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of the courts of Franklin County, Massachusetts for the adjudication of disputes arising out of this Agreement. The Parties expressly waive any defense to enforcement based upon nonconformance with federal law regarding the illegality of marijuana.

The Company acknowledges that its operations pursuant to the State licenses to sell marijuana and marijuana products is as permitted under the laws and regulations of the Commonwealth of Massachusetts and that such activities are currently illegal under the laws and regulations of the United States of America. The Company acknowledges that it may be subject to claims and actions by governmental entities and private individuals or entities related to the current inconsistency of its operations with federal law or otherwise. The Company agrees that the Town shall not have any obligation to the Company or liability arising out of any enforcement action by governmental authorities or lawsuit by any private individuals or entity related to the Company's operations in connection with the Establishment or license(s).

26. Not Construed Against the Drafter

Both Parties acknowledge they have read this Agreement, have had the opportunity to review it with their respective counsel, and have agreed to all of its terms. No provision(s) of this Agreement shall be construed by any court or other jurisdictional authority against any party hereto by reason of such party being deemed to have drafted or structured such provision(s).

27. Headings

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

28. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

29. Signatures

Facsimile and electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature.

30. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

31. Nullity

This Agreement shall be null and void in the event that the Company does not locate the Establishment in Town or relocates the Establishment out of Town; provided however, in the case of any relocation out of the Town, the Company agrees that an adjustment of Community Impact Fee due to the Town hereunder shall be calculated based upon the period of occupation of the Establishment within the Town and due immediately, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

In the event the Establishment is relocated out of the Town prior to the Company making the first quarterly payment of the Annual Community Impact Fee, the Company shall pay the Town as liquidated damages an amount equal to ten thousand dollars (\$10,000) in consideration of the expenditure of resources by the Town in negotiating this agreement and preparing for impacts.

32. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the Property and/or Establishment or any governmental enforcement actions or any private claims or actions related to the Establishment or license(s) operations. Such indemnification shall include, but shall not be limited to, all reasonable attorneys' fees and costs, reasonable consultants' fees

and costs, as well as all other fees and costs, of the Town's choosing incurred in defending such claims, actions, proceedings or demands, and in enforcing this Agreement. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

33. Representation of Authority

The Company represents and warrants that it is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this Agreement, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) does not conflict with, or constitute a default under, any agreement or instrument to which the Company is a party or by which the Company may be bound or affected.

Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the party for which he or she signs.

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the day and year first above written.

TOWN OF GILL

LEAF JOY, LLC

Ray Purington
Town Administrator
Duly authorized by vote of the Gill Board
of Selectmen on February 28, 2022

Greg Faiziev
Chief Executive Officer

Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

Leaf Joy, LLC

2. Name of applicant’s authorized representative:

Greg Faiziev

3. Signature of applicant’s authorized representative:

4. Name of municipality:

Gill

5. Name of municipality’s contracting authority or authorized representative:

Ray Purington



6. Signature of municipality's contracting authority or authorized representative:

7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

8. Host community agreement execution date:



Ray Purington/Gill Selectboard

From: Ray Purington/Gill Selectboard <administrator@gillmass.org>
Sent: Wednesday, February 23, 2022 5:46 PM
To: Charles Garbiel (charlesgill42@yahoo.com); 'Greg Snedeker (gksnedeker@gmail.com)'; 'Randy Crochier (hxydad77@yahoo.com)'
Subject: fence between Center Cemetery & Library
Attachments: Fence_between_library_and_Center_Cemetery_SE_section_library_side.jpg;
Fence_between_library_and_Center_Cemetery_mid-SE_section_cemetery_side.jpg

FYI,

The Cemetery Commission has asked for a few minutes on your agenda for 2/28 to discuss the overgrown chain link fence that runs along the border between the Center Cemetery and the Library. The fence is roughly 200 feet long and 3-4 feet tall. It has become very overgrown with bittersweet vines. Most of the vines and other growth originate from the Library's side of the fence. The "mow line" for the Library's lawn is now roughly 4 feet away from the fence.

I've attached two photos, one from each side, that show the fence and vines. Notice the same broken dead tree in both photos.

The Cemetery Commissioners (Joan Pillsbury, Gary Bourbeau, and Shirley Flagg) have met several times with Megan Bathory Peeler (Chair of the Library Trustees), and I have discussed the matter one-on-one with Joan, Gary, and Megan. All have been reminded they are elected by the same voters as you, and reminded the Selectboard doesn't have any higher power authority over other elected officials. I believe the primary reason for meeting with you is to establish awareness of the situation so there will be less surprise when funds are requested. I'm sure they will be open to new ideas to address the problem as well.

While the fence is 200 feet long, only about 100 feet is along the Library's lawn (or former lawn, as the tree/brush line has encroached quite a bit). For the other 100 feet the fence separates the cemetery from the woods. It's worth pointing out the entire northeast side and the back line (southeast side) of the cemetery have no fence at all. For the side with the 200 feet of fence, there's probably another 200 feet without a fence. Removing the fence entirely has already been discussed and vetoed by the Cemetery Commission. The Cemetery Commission hasn't had a chance to consider my idea of removing half of the fence in order to cut the problem in half.

Using herbicides as the temporary or permanent solution has been ruled out. There are likely some flowering shrubs along the Library side of the fence, and probably they will be sacrificed to the cause. Any shrubs left next to the fence will just become starting-off points for new bittersweet vines.

This looks and feels like a project that, for a homeowner accustomed to moderate landscaping work, wouldn't be too difficult. But, because it's Town property, it gets complicated. My current "best guess" at a solution is below. We might also be able to get Art Kaczynski (Artscape Landscaping, handles the lawn mowing for the Library and other Town buildings) to weigh in on this plan and offer suggestions.

- Bring in a Jail work crew for 2-4 days to cut all the brush as close to ground level as possible, and then rake the area to bare ground. We'd likely need to buy a couple dozen pairs of work gloves, 4-6 hand clippers, a couple of brush loppers, and maybe a couple of rakes. All the debris might go into the woods behind the Library, or might need to be hauled away by the Highway Dept.
- Unless we have the tools and expertise, hire a fencing company to take down the wire fence, remove the top rail, sleeve all the fence posts with new posts that are 3-4 inches taller, re-hang the top rail, and re-hang the wire fence 3-4 inches above the ground. This assumes all the existing posts, top rails, and wire fence is/are reusable. \$2,500 to do 100 feet was the very rough estimate I got today from L&L Fence (Whately).

- The area beneath the fence would now be easily maintained by string trimmers from both sides of the fence, and the two lawn care companies (Snow & Sons for the Cemetery, Artscape Landscaping for the Library) could be instructed to do that as part of their routine service.
- The tricky part is getting the brush/vine zone on the Library side of the fence transformed back to lawn than can be mowed. I'm not too fussy about what I mow with my lawnmower (brushy stuff, sticks, small stones, etc). The professionals, however, keep their blades nicely sharpened, and don't like to venture with their mowers off the grass and into the weeds and brush.

I've also given the heads up to Joan Pillsbury (Chair of the Cemetery Commission) that if funds are needed to get this done, there will need to be some type basis for a request. We wouldn't want to substantially over-fund the project, and definitely don't want to under-fund it!

Ray

Ray Purington
Town Administrator
Town of Gill
325 Main Road
Gill, MA 01354
P: 413 863 9347 F: 413 863 7775
administrator@gillmass.org www.gillmass.org





KEECH
ROBERT C.
SEP. 9, 1923 — DEC. 30, 1996
LOVING HUSBAND
BERNICE M.
(FRANKLIN)
MAY 1928 — JAN. 10, 2000

**Town of Gill - FY 2022
BUDGET REQUEST**

Department: Snow and Ice Removal (001-423-5400) [Binder Section 3.3]

(A) Line Item	(I) FY2022 Total Request (G + H)	(J) \$ Increase over FY21 Approved (I - E)	(K) Level % Increase over FY21 Approved (J/E)	Comments for FY2022 Budget Request	FY2022 Projected Expenses	
	-	-				
Overtime & Part-time Help	18,000	3,500	24.1%	Sanding and Plow truck is down so it will take us longer to sand and we will need part time help to plow bigger storms until we replace it	\$16,888.12	
	-	-				
Total Salary	18,000	3,500	24.1%		\$16,888.12	
	-	-				
Purchased Materials (sand, salt)	32,500	-	0.0%	Used same figure as FY2021 as sand prices have stayed the same	\$28,337.08	
	-	-				
budget diesel at \$2.30/gal for FY22	7,360	(4,340)	-37.1%	Budgeted for 3200 gallons @ \$2.30 a gallon	\$3,732.30	
Mileage (for parts)	150	150		Budgeted for millage for getting parts	\$108.00	
Equipment Repair	5,960	690	13.1%	Budgeted for Misc. Equipment repair	\$3,487.64	
ADDED EQUIPMENT PURCHASES	-	-			\$10,399.77	Purchased used sander (\$9000). Purchased traction chains for ten wheeler for both the drive tires and steer tires (\$860.33) Purchased traction chains for international for both drive tires and steer tires (\$539.44)
Total Expenses	45,970	(3,500)	-7.1%		\$46,064.79	
Grand Total Budget Request	63,970	-	0.0%		\$62,952.91	
				Available Funds	\$1,017.09	

Updated Figures as of 2/17/2022

Projected Expenses includes outstanding payroll and bills as of 2/17/2022

TOWN OF GILL

M A S S A C H U S E T T S



www.gillmass.org

COMMERCIAL LEASE

PARTIES

The Town of Gill, with an address of 325 Main Road, Gill, MA 01354-9758, known as the LESSOR, its heirs, successors and assigns, does hereby lease to Four Winds School with an address of 54 French King Highway, Gill, MA 01354, known as the LESSEE, its heirs, successors and assigns, the following described premises:

PREMISES

Two classrooms consisting of approximately 1290 square feet of space located on the ground floor in the Riverside Municipal Building, 54 French King Highway, Gill, MA. A common bathroom is provided on the ground floor.

TERM

The term of the lease shall be for twelve (12) months, commencing on _____, and continue until _____. The LESSEE will have an option to renew said lease, providing LESSEE shall give written notice a minimum of 90 days prior to the expiration of the lease. Renewal is contingent upon mutual consent of the LESSOR and the LESSEE with the same terms and conditions excepting rent.

RENT

The LESSEE shall pay to the LESSOR rent at the rate of \$675.00 per month as long as the school enrollment does not exceed 10 full-time students. In the event enrollment is 11 or more, the rent will increase \$40.00 per month for each student in excess of the initial 10, to a maximum enrollment of 22 students and a maximum rent of \$1,155.00 per month. Enrollment is to be capped at no more than 22 students for any day of normal operation.

All rent payments are to be received within (15) days of the date due, or a ten (10) percent late charge will be due along with the payment. The first full payment will be due on _____.

LAST MONTH'S RENT

Last month's rent in the amount of \$850 (under a previous lease) has been paid by the LESSEE to the LESSOR.

UTILITIES, REPAIRS, & UPKEEP

The LESSOR shall provide and the LESSOR shall pay for all of the LESSEE'S share of the utilities, with the exception of heat and electricity. The LESSEE shall pay to the LESSOR any costs for heat and electricity during the term of the lease that are in excess of \$8,252.00 (the amount incurred July 1, 2007 – June 30, 2008). The LESSOR shall invoice the LESSEE on a monthly basis once the year-to-date heat and electricity expenses exceed \$8,252.00. Upon request the LESSOR shall provide copies of electricity billing statements and heating fuel delivery slips with invoices.

The LESSOR will be responsible for all capital repairs. The LESSEE will be responsible for everyday maintenance to the interior of their space, including installing clear plastic window covers on the interior of all windows in the building during the heating season. The LESSOR will be responsible for all exterior maintenance including snow removal and lawn mowing. Trash removal will be at the LESSEE's expense. Cleaning of the classrooms, bathrooms and the common hallway shall be the responsibility of the LESSEE.

USE OF LEASED PREMISES

The LESSEE shall use the leased premises only for the operation of an educational facility and related activities.

COMPLIANCE WITH LAWS

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any state or federal law or municipal by-law or ordinance in force in the town in which the premises are situated.

FIRE INSURANCE

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property, or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its power. The LESSEE shall, on demand, reimburse the LESSOR and all other tenant, all extra insurance premiums caused by the LESSEE's use of the premises.

MAINTENANCE OF THE PREMISES

The LESSEE agrees to maintain the leased premises in the same condition as they are at the commencement of this lease or as they may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted; and, whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced nor suffer any waste. The LESSEE shall obtain written consent of the LESSOR before erecting any sign on the exterior of the premises. Said consent shall not be unreasonably withheld.

ALTERATIONS/ADDITIONS

The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing (which consent shall not be unreasonably withheld), and shall be at the LESSEE's expense and shall be in quality at least equal to the present construction. The LESSEE shall not permit any mechanic's liens or similar liens to remain upon the leased premises for labor and material furnished or claimed to have been furnished to the LESSEE in connection with any work performed or claimed to have been performed for the LESSEE, and shall cause any such lien to be released of record forthwith without cost to the LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

ASSIGNMENT/SUBLEASING

The LESSEE shall not assign or sublet the whole or any part of the leased premises without the LESSOR's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding such consent, the LESSEE shall remain liable to the LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

SUBORDINATION

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property which the leased premises are a part, and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust, or other such instruments in the nature of a mortgage.

LESSOR'S ACCESS

The LESSOR or their agents may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and to make repairs and alterations as the LESSOR should elect to do. The LESSOR may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for selling or letting the leased premises or property, without hindrance or molestation. Upon reasonable notice the LESSOR may use the space during times the LESSEE is not occupying space.

INDEMNIFICATION AND LIABILITY

To the fullest extent permitted by law, the LESSEE shall defend, indemnify, and save harmless the LESSOR, and its respective duly elected or appointed officials, agents and employees from and against all demands, claims, damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorney fees) collectively referred to as "demands" arising out of or resulting from acts, errors, or omissions of the LESSEE, or

any person directly or indirectly employed by the LESSEE, or by an action or omission of any other person for whom the LESSEE may be liable. Such obligation shall not negate, abridge or reduce in any way any additional indemnification right of the LESSOR, that otherwise may exist under statutes or in law or equity.

The LESSEE assumes full responsibility for relations with students and employees and LESSEE shall defend, indemnify, and save harmless the LESSOR from all demands made against the LESSOR by any student and/or employee of the LESSEE or any other person, as the result of any LESSEE'S act, error, or omission that arises out of, results from, or is connected with the performance of this Agreement or any subsequent contract and is not otherwise subject to indemnifications under the subparagraph above.

The indemnification obligations of the LESSEE shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the LESSEE under any federal or state law.

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from a claim or damage resulting from negligence in not removing snow and ice from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises.

LESSEE'S LIABILITY INSURANCE

The LESSEE shall maintain a comprehensive public liability insurance policy in the amount of \$3,000,000 general aggregate on the leased premises, and personal injury insurance limits of \$1,000,000, from responsible companies qualified to do business in Massachusetts and in good standing therein, and insuring the LESSOR as well as the LESSEE against injury to persons or damage to property. The LESSEE shall deposit with the LESSOR certificates for such insurance at the commencement of this lease term and thereafter, within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each insured named therein.

FIRE, CASUALTY, EMINENT DOMAIN

Should a substantial portion of the leased premises, or any of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for the intended use, a just and proportionate abatement of rent shall be made. In the event a dispute arises over the determination of suitability of the premises, then an impartial mutually agreeable third party will be appointed to make the final decision. Under this section, the LESSEE may elect to terminate this lease if:

1. The LESSOR fails to give written notice within thirty (30) days of the damaging event the LESSOR'S intention to restore the leased premises, or
2. The LESSOR fails to restore the leased premises to a condition substantially suitable for the intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property or equipment.

DEFAULT AND BANKRUPTCY

In the event that:

1. The LESSEE shall default in the payment of any installment of rent or other sum herein specified, and such default shall continue for ten (10) days after written notice thereof; or
2. The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements or obligations hereunder, and such default shall not be corrected within thirty (30) days after written notice thereof, or
3. The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made if the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended and to remove the LESSEE's effects without prejudice to any remedies which might be otherwise used for arrears or rent or other default.

The LESSEE shall indemnify the LESSOR against all loss of rent and other payments, which the LESSOR may incur by reason of such termination during the resident of the term. If the LESSEE shall default in the observance or performance of any conditions or covenants of this lease, the LESSOR, after reasonable notice to the LESSEE and without being under any obligation to do so and without waiving such default, may remedy such default and at the expense of the LESSEE. If the LESSOR makes expenditures or incurs any obligations for the payment of monies in connection therewith, including but not limited to reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of eight (8) percent per annum and costs, shall be paid to the LESSOR by the LESEEE as additional rent.

NOTICE

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or, if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served if mailed to the LESSOR at such address as the LESSOR may, from time to time, advise in writing. All rent and notices shall be paid and sent to the LESSOR as follows:

Town of Gill, Town Hall, 325 Main Road, MA 01354-9758

SURRENDER

The LESSEE shall, at the expiration or other termination of this lease, removal all the LESSEE'S goods and effects from the leased premises (including but not limited to, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). The LESSEE shall deliver to the LESSOR the leased premises, keys to all locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in the same condition as they were at the commencement of the term of this lease, or as they were put in during the term thereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of the LESSEE'S property from the premises, the LESSOR is hereby authorized, without liability to the LESSEE for any loss or damage thereto, at the sole risk of the LESSEE, to remove and store any of the property at the LESSEE'S expense, or to retain same under the LESSOR'S control or to sell at public or private sale, without notice, any and all of the property not so removed, and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

OTHER PROVISIONS

It is also understood and agreed that:

1. The LESSEE is allowed to use the ball fields to the rear of the building as long as the Town of Gill or related groups are not using them.
2. The LESSEE will be able to use the tables and chairs presently in the space during the term of the lease and will make them available to the Town of Gill upon request.
3. The LESSEE will be allowed to use the parking lot to the east of the building.
4. The LESSEE will agree to take the space "as is".
5. The LESSEE agrees that if this lease is rendered null and void by any challenge to the lease by third parties, the lease shall terminate immediately and the LESSEE shall not be entitled to any damages.
6. So long as the use does not interfere with the school operations, the Town of Gill and the Riverside Water District shall have the right to use the premises for municipal purposes.
7. This lease is subject to any appropriations to be made at any Town Meeting by the Town of Gill.

IN WITNESS WHEREOF, the LESSOR and the LESSEE have hereunto set their hands and seals this ____ day of _____.

LESSOR

LESSEE

Ray Purington, Town Administrator
As authorized by the Gill Selectboard

Becca Lipton Danielsen, Co-Director
Four Winds School

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/osd-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: TOWN OF GILL (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: DEPARTMENT OF ENVIRONMENTAL PROTECTION MMARS Department Code: EQE	
Legal Address: (W-9, W-4): 325 MAIN RD, GILL, MA 01354-9758		Business Mailing Address: ONE WINTER STREET, BOSTON, MA 02108	
Contract Manager: RAY PURINGTON	Phone: 413 863 9347	Billing Address (if different):	
E-Mail: administrator@gillmass.	Fax:	Contract Manager: WINIFRED PRENDERGAST	Phone: 617-292-5596
Contractor Vendor Code: VC6000191798 ^{ors}		E-Mail: Winifred.Prendergast@mass.gov	Fax: 617-292-5832
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): MA 3033PO2L000000000000	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ _____			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) The Sustainable Materials Recovery Program (SMRP) - Municipal Grant offers funding to cities, towns and regional governmental entities for recycling, composting, improving air quality, and reuse and source reduction activities. Execution of this contract does not guarantee that an award will be made to the signatory entity.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 2. may be incurred as of <u>July 1, 2022</u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ___ 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2029</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Bawa Wavezwa</u> Print Title: <u>Director, Commonwealth Fiscal Management Division</u>	