



SELECTBOARD AGENDA & MEETING NOTICE

December 30, 2024

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

Location: Town Hall, 2nd floor meeting room, 325 Main Road, Gill

5:30 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: 12/16/24
- Review draft of Gill Digital Equity Report

New Business

- Historical Commission - Request to declare as surplus equipment models of Gill Church and Riverside Municipal Building
- Renew agricultural field leases for 2025 growing season
 - Boyle Lot – Dan Flagg, \$200
 - Mariamante Field – Brian Peila, \$175
- Review & approve updated Host Community Agreement (HCA) with Leaf Joy, LLC
 - Update is based on a blend of the Cannabis Control Commission’s model HCA and the existing HCA between Leaf Joy and the Town
 - Eliminates the automatic payment of a community impact fees based on percentage of sales
 - Eliminates provisions from existing HCA that created obligations or burdens on a marijuana business that do not exist for other businesses in Gill
- Other business as may arise after the agenda has been posted.
- Public Service Announcements, if any
- Warrants
 - FY25 #13 – Vendors (\$542,905.55) & Payroll (\$42,858.48) – reviewed/signed on 12/16/24
 - FY25 #14 – review & sign

Adjournment

Other Invitations/Meetings:

Date	Time	Event	Location
Wed 1/1		New Year’s Day Holiday	
Mon 1/13		Selectboard meeting	Town Hall
Mon 1/20		Martin Luther King Day holiday	
Mon 1/27	5:30 PM	Selectboard meeting	Town Hall

TOWN OF GILL

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



SELECTBOARD MEETING MINUTES

December 16, 2024

Called to Order: The meeting was called to order at 5:02 PM in the 2nd floor meeting room at the Gill Town Hall.

Members Present: Greg Snedeker, Randy Crochier, Charles Garbiel Members Absent: None

Others Present: Ray Purington, Town Administrator; Kate Savage, Tim Batchelder, Chris Redmond, John Richardson, and Dan Flagg.

Police Department Surplus & Purchase Order: Police Chief Chris Redmond met with the Selectboard to request to have two 22-year-old rifles declared as surplus equipment and disposed of as trade-ins on the purchase of three new patrol rifles. Crochier made a motion, seconded by Garbiel, to declare the rifles as surplus equipment and authorize disposing of them as trade-ins. The motion was approved by a unanimous vote. A purchase order to Jurek Bros. in the amount of \$3,062 (total after deducting the \$700 allowance for the trade-ins) for three new patrol rifles was approved by consensus.

Redmond presented a memo outlining an offer from the Gill Police Association to donate \$3,062 to the Town to cover the cost of the three new rifles. Crochier made a motion, seconded by Garbiel, to accept the donation of \$3,062 from the Gill Police Association for the purpose of purchasing three new rifles for the Police Department. The motion was approved by a unanimous vote.

Review of Minutes: Crochier made a motion, seconded by Garbiel, to approve the minutes of 12/2/24. The motion was approved by a unanimous vote.

Surplus Fire Trucks: Purington reported on the Auctions International online bidding for the two surplus fire trucks. Both auctions are scheduled to end at 6:35 PM tonight, and the current high bid for the 1986 Chevy 3500 Stake Truck (former brush truck) is \$9,100. The high bid for the 1987 KME pumper truck is \$2,125. The bid on the Chevy is significantly more than was expected, and the bid for the KME is in line with bids received in 2020 when the 1979 Ford (Engine 3) was auctioned. Crochier made a motion, seconded by Garbiel, to authorize Purington to award the trucks to the highest bidders and to sign paperwork as needed to complete the sales and transfer the vehicle titles. The motion was approved by a unanimous vote. (Final bids were \$9,200 for the Chevy and \$2,950 for the KME.) Redmond left the meeting at 5:06 PM.

Tri-State Fire Mutual Aid Agreement: Crochier made a motion, seconded by Garbiel, to approve the three (3) year membership agreement with Tri-State Fire Mutual Aid and authorize Snedeker to sign the agreement as Chair. The motion was approved by a unanimous vote.

Car Dealer License Renewals for 2025: Crochier made a motion, seconded by Garbiel, to approve the 2025 car dealer licenses for A-J Cycle Shop, Arrow Auto Sales, Atlantic Wholesale, Doug's Auto Body, Engine Up Automotive, LSA Auto, TEK Cycle, and Town Line Auto Repair. The motion was approved by a unanimous vote.

Liquor License Renewals for 2025: Crochier disclosed he is a member of the Turners Falls Schuetzen Verein club and recused himself from the discussion and vote on the club's liquor license. Garbiel made a motion, seconded by Snedeker, to approve the 2025 liquor license for the Turners Falls Schuetzen Verein. The motion was approved by a vote of 2 in favor and 0 opposed, with Crochier abstaining. Crochier made a motion, seconded by Garbiel, to approve the 2025 liquor licenses for 23 French King Highway LLC (The Mill), the Gill Tavern, and the Spirit Shoppe. The motion was approved by a unanimous vote.

Food Concession Trailer License Renewals for 2025: Crochier made a motion, seconded by Garbiel, to approve the 2025 food concession trailer licenses for Cielito Lindo and Toasty Buns of Keene/Ryan Grandmont. The motion was approved by a unanimous vote.

Exemption to Hold Multiple Appointed Positions: The Selectboard reviewed a request from Nona LaGrenade, the Town's new Administrative Clerk, for an exemption under section 20 of the conflict of interest law, MGL Chapter 268A, to allow her to hold more than one appointed position. LaGrenade has attended meetings of the Conservation

Commission and is interested in serving on the ConCom. Crochier made a motion, seconded by Garbiel, to grant the exemption. The motion was approved by a unanimous vote.

Appointments: Crochier made a motion, seconded by Garbiel, to appoint Nona LaGrenade of 79 South Cross Road as a member of the Conservation Commission through June 30, 2026. The motion was approved by a unanimous vote. Crochier made a motion, seconded by Garbiel, to appoint Rebekah Minor of 123 Center Road as an alternate member of the Historical Commission through June 30, 2027. The motion was approved by a unanimous vote.

Federal Funding Project List: The Selectboard reviewed a list of potential Gill infrastructure, staffing, and development projects that was originally prepared for the FRCOG in 2022 to help them make the case for the need for federal funding and grant assistance. Crochier disclosed he is an employee of the FRCOG, however, neither the request for the update nor any of the projects on Gill's list are connected with his program. The FRCOG has requested an updated list to illustrate for the Massachusetts Federal Funds and Infrastructure Office the continued need for funding assistance across Franklin County and the need for funds to provide the required match for federal and state grants. The updated list was felt to reasonably represent Gill's current priorities and was approved by consensus.

Richardson, Flagg, and Savage left the meeting at 5:20 PM.

Warrant: The Selectboard reviewed and signed the FY 2025 warrant # 13 with totals of \$542,905.55 for vendors and \$42,858.48 for payroll. Crochier recused himself from signing the payroll warrant as his wife's stipend as Assistant Town Clerk is on the warrant.

The meeting adjourned at 5:56 PM.

Minutes respectfully submitted by Ray Purington, Town Administrator

Signed copy on file. Approved on 12/30/2024

Charles Garbiel, Selectboard Clerk









Gill Digital Equity Report 2024



This page was intentionally left blank.

DRAFT

Gill Digital Equity Report

2024

Prepared by:



Franklin Regional Council of Governments

12 Olive Street, Suite 2

Greenfield, MA 01301

Main Telephone: 413-774-3167

<https://frcog.org>

FRCOG Staff:

Jessica Atwood, Director of Planning

Ted Harvey, Sr. Economic Development Planner

Nicole Krantz, Planning & Digital Equity Intern

Mark Maloni, Communications Manager

This page was intentionally left blank.

DRAFT

Table of Contents

I. Introduction	6
II. Digital Equity	7
III. Planning Process	9
IV. Existing Conditions.....	10
V. Strategic Recommendations.....	22
VI. Appendices	25

DRAFT

I. Introduction

Purpose of the Report

As the most rural region in the Commonwealth, with approximately 71,000 people in its 26 communities, Franklin County has unique challenges when it comes to internet connection and service. After significant effort from municipalities, residents, and regional organizations over the past several decades, broadband internet service finally became available for many residents through the Middle Mile and Last Mile programs. While many Franklin County residents now have access to the internet at home, work, school and throughout their communities, the COVID-19 pandemic exposed the digital divide that continues to persist. As schools closed for in-person instruction and businesses moved employees to work-at-home models in March 2020, the awareness and consequences of this disparity became more evident.

As with utilities like heat, electricity and water, broadband must be available for students to learn and thrive, many adults to do their jobs effectively, businesses to remain nimble and competitive, seniors to take advantage of telehealth options, and numerous other applications. In other words, affordable and reliable broadband access is a necessary component of life in the modern world.

The Gill Digital Equity Report will help guide municipal decision-making and investments related to increasing access, adoption and usage of the internet for the populations most impacted by the COVID-19 pandemic. This plan will help prepare the Town to submit grant proposals to existing or forthcoming state or federal programs to support digital equity activities.

II. Digital Equity

Digital Divide

The National Digital Inclusion Alliance (NDIA) has defined the digital divide as “the gap between those who have affordable access, skills, and support to effectively engage online and those who do not.” Further, as technology evolves and becomes increasingly ubiquitous for individuals and communities to participate in everyday life, “the digital divide prevents equal participation and opportunity in all parts of life, disproportionately affecting people of color, Indigenous peoples, households with low incomes, people with disabilities, people in rural areas, and older adults.”¹

Digital Inclusion

To bridge the digital divide, communities, organizations, governments and individuals must develop and implement programs that will ensure all residents within communities, particularly the most disadvantaged, have access to the appropriate technology as well as the tools necessary to use the that technology to thrive in the 21st century.

According to the NDIA, digital inclusion includes five elements:

1. Affordable, robust broadband internet service.
2. Internet-enabled devices that meet the needs of the user.
3. Access to digital literacy training.
4. Quality technical support.
5. Applications and online content designed to enable and encourage self-sufficiency, participation and collaboration.²

Digital inclusion requires robust and sustainable strategies and investments to reduce and eliminate historical, institutional and structural barriers to access and use technology. Implementing the five elements of digital inclusion will eliminate or mitigate the digital divide and provide equity for all residents.

Digital Equity

Digital equity is a condition in which all individuals and communities have the information technology capacity needed for full participation in our society, democracy, and economy. Digital equity is necessary for civic and cultural participation, employment, lifelong learning, and access to essential services.³

There are three broad components of digital equity.

1. **Affordable Connection:** whether the internet connection is fast, reliable, and affordable.
2. **Adequate Device:** whether an individual or household has the necessary and needed digital device, such as a desktop, laptop, or tablet, and supporting networking components (routers, WIFI extenders, etc.).

¹ National Digital Inclusion Alliance (NDIA) Definitions (<https://www.digitalinclusion.org/definitions/>)

² NDIA Definitions

³ NDIA Definitions

- 3. Digital Literacy:** whether residents know how to use technology properly and successfully for their needs, and whether they are receiving quality information and can assess their privacy risks.

In addition, based on the Franklin County North Quabbin Student Health Survey⁴ conducted annually with 8th, 10th, and 12th grade students in all local public schools, a fourth component of digital equity has been proposed by Franklin County youth health advocates, which is:

- 4. Digital Protections:** whether federal, state, local, and school regulations support parents and caregivers in protecting children, youth, and other vulnerable residents from exploitation that harms their mental and physical health.

Along with broadband adoption, many residents need devices, technical support and technology training to fully access internet services, educational resources, employment and the social aspects of the digital world. While there has been significant investment over the past decade, towns are not yet meeting the 21st century expectations of a robust and thriving community as residents continue to face a disparity in reliable access, affordability, and digital literacy.

While definitions of digital equity and the digital divide hold true for all communities and all residents, the specifics of what the digital divide looks like, and the methods to promote digital equity, can vary greatly across regions. This Digital Equity Plan helps tackle internet disparities exposed by COVID by examining current conditions specific to the town of Gill and will help guide investments to bridge the digital divide. This plan will also help prepare the community to submit grant proposals to existing or forthcoming state and federal programs to support digital equity activities.

⁴ Communities that Care Coalition: Student Health Surveys (<https://communitiesthatcarecoalition.com/surveys/>)

III. Planning Process

Overview of Planning Process:

This project is funded by the Massachusetts Broadband Institute (MBI) at the Mass Tech Collaborative under the Municipal Digital Equity Planning Program. Funding was provided by the Massachusetts ARPA State Fiscal Recovery Funds.

The Town of Gill applied to the MBI to receive technical assistance to create a Digital Equity Report in 2024. The Franklin Regional Council of Governments (FRCOG) applied to, and was approved by the MBI to be a prequalified consultant for this program and was selected by Gill as the consultant for this project.

FRCOG developed a draft plan, based on input from surveys, meetings, and public engagement, then presented the Report to the Steering Committee. Following a public comment period, the Report was finalized and presented to the Select Board at a Public Meeting on June 25th, 2024. The final, approved plan was submitted to the MBI on June 26th, 2024.

Charrette

A Digital Equity Charrette was held at the Slate Memorial Library on Wednesday, October 30th. For clarity sake, the Charrette was advertised as the “Gill Digital Equity Open-House”, since it was determined many people would not necessarily know what a Charrette entailed. The goal of naming the event an “Open-House” rather than a Charrette was to encourage more community participation.

Five people attended the Charrette. While this was a very low turnout, participation was in-line with experiences with other communities in Franklin County, as well as anecdotal reports from across Massachusetts. While the Charrette (or “Open-House”) was the main information gather mechanism, subsequent outreach was also conducted to potential stakeholders, like the Gill-Montague Regional School District and the Gill-Montague Council on Aging.

IV. Existing Conditions⁵

Over the past several decades, communities in Franklin County have placed a high-priority on making sure all residents have access to broadband. Broadband connections have expanded through the MBI-supported Middle-Mile and Last-Mile programs, helping to bring high-speed broadband connection to communities in Franklin County.

Although broadband connection has expanded in Franklin County, including in Gill, the digital divide continues to be a challenge for these rural communities. Analysis of local and regional trends reveal several barriers to digital equity in Gill, including limited access to training on successfully using the internet, providing robust digital town services, and cost concerns regarding reliable internet. This section examines the populations most vulnerable to the digital divide as a direct result of these barriers, providing a baseline understanding of the current conditions of Gill as related to digital inequity.

Gill's Demographics

Gill is a small, rural town, located in Franklin County, Massachusetts. Gill has a population of 1,747 with 627 households⁶. Like many communities in Franklin County, Gill has a high percentage of older adults. A demographic snapshot for the town is included here.⁷

POPULATION	
Population	1,747
Population density Per square mile	
% Children Age 18 and under	18%
% Older Adults Age 65 and over	21%
Median age	44
% Black, Indigenous, people of color	11%
% who are Veterans	8%
% with disabilities (Physical, mental, intellectual, and developmental)	12%
% Language other than English	7%

⁵ See Appendix for full list of sources

⁶ U.S. Census Bureau, 2022 American Community Survey (ACS) 5-Year Estimates

⁷ Source: U.S. Census Bureau, 2022 ACS 5-Year Estimates. A household consists of all the people who occupy a housing unit. A household includes the related family members and all the unrelated people, if any, such as lodgers, foster children, wards, or employees who share the housing unit.

INCOME	
Median household income	\$79,135
Poverty Rate	9%
HOUSING	
Total housing units	647
% Occupied housing	97%
% Owner-occupied	81%
% Renter-occupied	19%
COMPUTERS	
% Households with no computing device (Desktop, laptop, tablet, or phone)	4%
BROADBAND	
% Households without an internet subscription	5%
Primary service type	Cable
Primary provider	Comcast

Source: 2022 American Community Survey 5-Year Estimates.

Compared with the State, both Gill and Franklin County have a significantly fewer percentage of residents who speak a language besides English at home or are People of Color. Gill has a higher percentage of both civilian veterans and residents with a disability compared to the State.

Table 1: Income and Poverty Rate

Municipality	Median Household Income	Poverty Rate
Gill	\$79,135	9%
Franklin County	\$70,383	12%
Massachusetts	\$96,505	10%

Data source: U.S. Census Bureau, 2022 American Community Survey (ACS) 5-Year Estimates

Impacted Populations

The digital divide impacts the most vulnerable populations in a community. Identifying these vulnerable populations, and focusing on their specific digital needs, helps to ensure that the entire community has equitable access to services, educational opportunities, and economic resources, many of which are now available exclusively online. Addressing the digital needs of vulnerable populations enhances a community’s social cohesion and creates a more equitable, inviting and inclusive community. In rural communities like Gill, digital equity will sustain and increase the resilience and viability of the town, helping it thrive in the 21st century and beyond.

The Digital Equity Act of 2021⁸ identified eight “covered populations” that are historically more likely to experience digital inequity because of certain demographic and economic characteristics. These eight categories are:

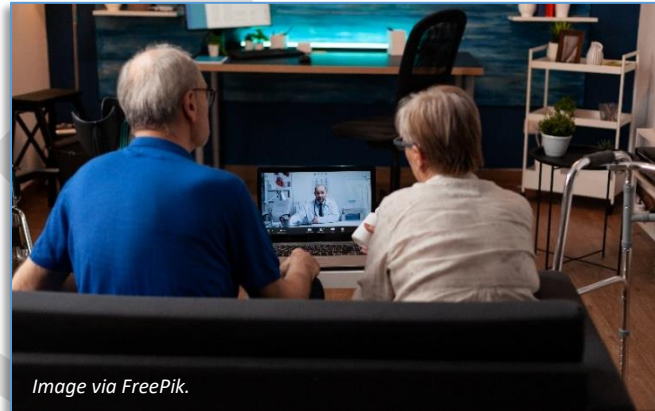


Image via FreePik.

- Individuals who live in low-income households
- Aging individuals (60+)
- Incarcerated individuals
- Veterans
- Individuals with disabilities
- Individuals with a language barrier
- Individuals who are members of a racial or ethnic minority group
- Individuals who primarily reside in a rural area

Table 3: Impacted Populations

Region	Civilian veterans	Population with a disability	Speak a language besides English at home	People of Color	Households with Children	Residents 60+
Gill	8%	12%	7%	11%	19%	28%
Franklin County	8%	16.8%	6.54%	11.1%	14%	32%
Massachusetts	5%	12%	25%	31%	23%	24%

⁸ Information on the Digital Equity Act, as well as related programs, is available through the National Telecommunications and Information Administration (<https://broadbandusa.ntia.gov/funding-programs/digital-equity-act-programs>).

Data source: U.S. Census Bureau, 2022 ACS 5-Year Estimates

The data reveals several unique challenges the towns in this region face in achieving digital equity, and affordability is a key concern regarding covered populations.

Age: The population 60 and over in Gill is significantly higher than the state, providing unique challenges to fully realize digital equity within this community. Simply affording high-speed internet, as well as the devices and training needed to access the internet, stands as a barrier to older adults as many are living on fixed incomes. Lack of digital literacy also provides a significant challenge for older adults as they can struggle to access essential services (like healthcare or other government benefits) and social connections that may only be available online. Lack of digital literacy can lead older adults to rely on others to help them access information online. Often this assistance comes from a family member or trusted member of the community, like a librarian or senior center employee.

Households with Children: Since COVID-19, the reliance on the internet and digital devices to provide education to school-age children has only grown. Families unable to afford high-speed internet, and/or adequate devices, are at a significant disadvantage when it comes to making sure their children are receiving the best education possible. The reliance on technology and internet access, both within the school building, but more and more at home during off-school hours, is increasing. Educators expressed the need for equity in access to digital education tools both in school and at home. In addition, families unable to afford childcare are at a significant disadvantage when it comes to making sure their children are safe and healthy online, protected from the harms and lures of pornography and sexual exploitation, radical extremism and hate, social media comparisons, online bullying, sleep displacement, etc.

Disabilities: Although lower than Franklin County, at 12%, Gill has a significant population with disabilities. This group might have specific needs when it comes to digital access, requiring specialized equipment or software that could add to the overall cost.

Veterans: The veteran population faces a potential overlap with the low-income bracket. Similar to seniors, veterans on fixed incomes might struggle to afford internet services. As these veterans live in rural communities, this adds further burden when it comes to accessing needed assistance like healthcare.

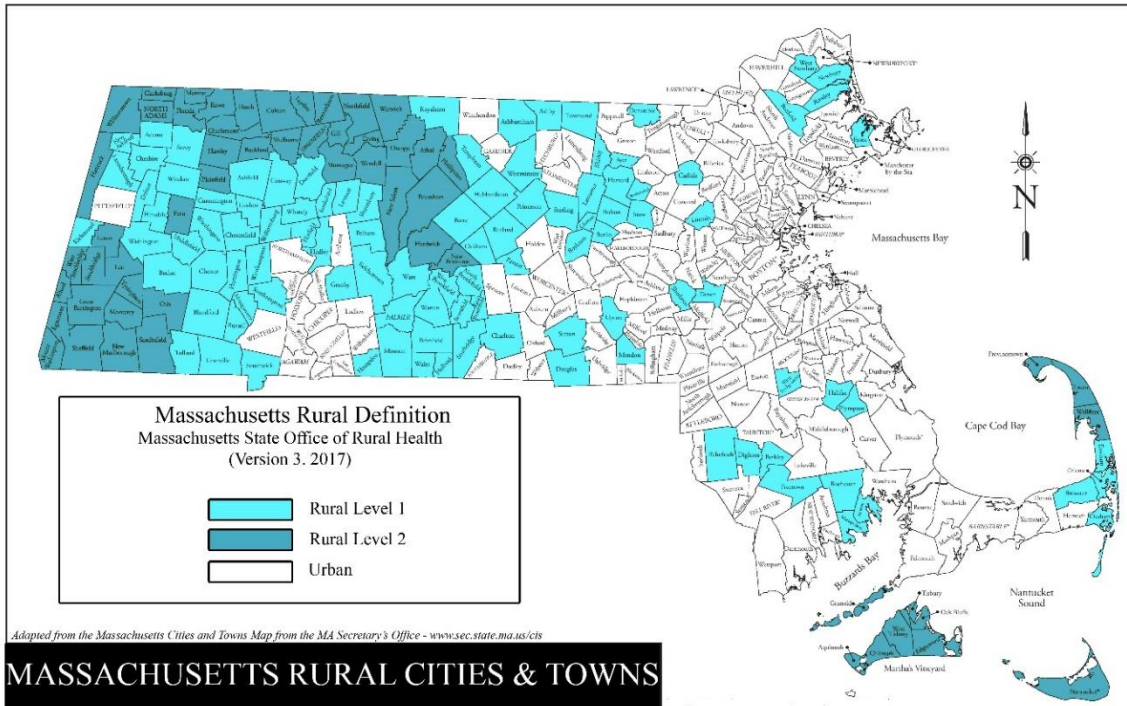
Rural: Gill is considered rural. This Plan uses the MBI definition of Rural, based on the Massachusetts State Office of Rural Health definition, which considers a municipality to be rural if it meets one of the following criteria:

- Meets at least one of three federal rural definitions at the sub-county level (Census Bureau, Office of Management and Budget, or Rural-Urban Commuting Area Codes), and/or
- has a population less than 10,000 people and a population density below 500 people per square mile, and/or
- has an acute care hospital in the town that meets the state hospital licensure definition of a small rural hospital, or is a certified Critical Access Hospital.

Rural towns are classified into two categories: Rural Level 1 towns meet fewer rural criteria than towns considered Rural Level 2. Towns in Level 2 are less densely populated and more remote and isolated from urban core areas. Gill is considered Rural Level 2.

Rural residents and communities face unique barriers to digital equity due to lack of available connection and affordability. Although broadband availability has improved in rural communities over the past decade, connection costs continue to plague rural residents.⁹ Across the country, rural communities and their residents face a growing risk of being left-behind in a world and an economy that are increasingly becoming more digital. The digital divide exacerbates the many issues facing rural residents including economic, social, and political isolation and marginalization.

Figure 1: Massachusetts Rural Cities and Towns



Source: Massachusetts State Office of Rural Health

⁹ "As Broadband Deserts Recede, Cost of Service Still a Question" (<https://www.govtech.com/network/as-broadband-deserts-recede-cost-of-service-still-a-question>)

Labor Force & Economy

Table 3: Labor Force & Economy

Region	Unemployment Rate	Labor Force Participation Rate	Working from home
Gill	4.9%	69%	20%
Franklin County	5.7%	63.1%	13.7%
Massachusetts	5.3%	67.1%	14.6%

Data source: U.S. Census Bureau, 2022 American Community Survey (ACS) 5-Year Estimates

Inability to connect to high-speed internet, lack of access to digital devices, and lack of digital literacy, negatively impacts the economic vitality of a municipality.

The unemployment rate is actually slightly lower than both the county and the state. The percentage of employees working from home is also significantly higher than the rest of the county and the state, suggesting this is a potential economic driver for Gill, and something that should continue to be supported and enhanced through affordable, robust broadband connection.

Internet Connection

A Broadband Serviceable Location (BSL) is defined as “a business or residential location in the United States at which mass-market fixed broadband Internet access service is, or can be, installed.” In other words, these are the locations that fixed broadband is already available or *could be* installed. The FCC has recently changed the definition of “broadband” to mean internet speeds of 100Mbps/20Mbps or more. Further, the FCC defines the different levels of connection: whether a location is *Served* (has a broadband connection), *Underserved* (has an internet connection, but with speeds of less than 100 Mbps/20Mbps), or *Unserved* (internet connection is 25Mbps/10Mbps or less).¹⁰

Table 4: Number of Underserved and Unserved Locations by Municipality

Municipality	Number of Underserved Broadband Serviceable Locations	Number of Unserved Broadband Serviceable Locations	Total Broadband Serviceable Locations: (BSL's)
Gill	1.1%	2.0%	710

Source: FCC National Broadband Map, June 2023¹¹

¹⁰ Retrieved from the BEAD Challenge Process webpage on the MBI website

(<https://broadband.masstech.org/sites/default/files/2024-04/FCC%20Broadband%20Serviceable%20Locations%20By%20MA%20Municipality%20%281%29.pdf>)

¹¹ Retrieved from the BEAD Challenge Process webpage on the MBI website

(<https://broadband.masstech.org/sites/default/files/2024-04/FCC%20Broadband%20Serviceable%20Locations%20By%20MA%20Municipality%20%281%29.pdf>)

Table 4 shows that there are few underserved or unserved BSLs and very few unserved BSLs in Gill. Although this suggests the majority of the town is being served by broadband speed internet service, this does not take into account costs and affordability.

Internet Speeds

Table 4: Speed Test Data

Speed Ranges	Gill	
	# (50 tests)	%
Speeds < 25 x 3 Mbps	1	2.0%
Speeds < 50 x 10 Mbps	7	14%
Speeds < 100 x 20 Mbps	18	36%
Speeds at least 25 x 3 Mbps	42	84%
Speeds at least 50 x 10 Mbps	30	60%
Speeds at least 100 x 20 Mbps	15	30%
Speeds at least 100 x 100 Mbps	0	0%

Data source: Ookla Speed Test (<https://www.speedtest.net/>), 2022

Having the option to connect to the internet is only a first step in realizing digital equity. To be truly accessible, internet needs to meet broadband speeds and also be affordable. According to the Federal Communications Commission (FCC), “broadband,” while used generally to mean “high-speed internet”, has a specific definition of a minimum of 100 megabits per second (Mbps) download speed and 20 megabits per second (Mbps) upload speed. In March 2024, the FCC updated this from 25/3 Mbps to 100/20 Mbps.

Internet speeds can be difficult to properly measure due to various factors (time of day, how many users are currently on-line, how close a user is to a router, etc.) In addition, data on user-initiated speed tests is often biased because people tend to run speed tests when they are having problems. However, speed-test data can provide a general understanding of how well a community is reaching broadband speeds. Overall, the data for Gill suggests that the majority of households are not receiving broadband speeds of at least 100/20 Mbps. It is also important to note that this data is at least two years old.

Internet Providers & Associated Costs

Like actual speeds, broadband costs can be difficult to comprehensively measure due to various factors, including levels of speed, discounts, and bundling options. However, nationwide, one study found that the median cost of high-speed internet was \$74.99 per month.¹²

Table 4: Broadband advertised speeds and costs for Gill (through Comcast)

Cable Provider

Comcast Plans	Monthly Cost*	Max Advertised Speeds (Mbps)
Connect	\$71.00	150/10
Connect More	\$93.00	300/10
Fast	\$108.00	500/10
Super Fast	\$113.00	800/15
Gigabit	\$118.00	1000/20
Gigabit Extra	\$123.00	1200/35
Gigabit x10	\$300.00	10,000/10,000

*Standard rate after promotional period. Does not include costs from bundling with TV or other services; does not include setup or installation fees, or fees for purchase of any needed equipment. Comcast also offers Internet Essentials (75/10 Mbps) and Internet Essentials Plus (100/10 Mbps) for \$9.95 and \$29.95 per month respectively. Qualifications include:

- Live in an area where Xfinity Internet service is available
- Qualify for programs like the National School Lunch Program, housing assistance, Medicaid, SNAP, and [others](#), or were enrolled in the [Affordable Connectivity Program \(ACP\)](#) with Xfinity
- Have not had Xfinity Internet within the last 90 days
- Have no outstanding debt to Comcast that is less than one year old*

* Waived for new Xfinity Internet customers until December 31, 2024

Source: Comcast rate sheet

¹² Broadband Pricing: What Consumer Reports Learned from 22,000 Internet Bills
 (https://advocacy.consumerreports.org/wp-content/uploads/2022/11/FINAL.report-broadband.november-17-2022-2.pdf)

Digital Equity Assets and Strengths

The town of Gill, as well as local and regional organizations, provide numerous assets that promote digital equity.

Public Libraries

Public libraries are an important source for digital equity, especially in rural communities. They can provide free onsite device usage, technical assistance, and free Wi-Fi. These include one-on-one technology assistance, the ability to rent out mobile Wi-Fi hotspots, and numerous e-resources (like Kanopy and Libby). One of the main issues in rural communities like Gill, is their limited capacity, including limited staff time and hours when open. For example, the library is only open Tuesday, Wednesday, Thursday and Saturday for limited hours.

Even with limited hours, the library provides a wealth of digital assistance to their patrons, offering one-on-one technology assistance, including how to set up an account, searching the library and internet, placing holds, and create email accounts. On a limited basis, staff also assist patrons with their personal devices that they bring to the library as well as with the library printer and how to access the free Wi-Fi. The library also provides access to Chromebooks for patrons.

Serving Western Massachusetts, **The Alliance for Digital Equity** is a coalition of community-focused organizations working toward digital equity for all people. The goal of the Alliance is to get people the access they need—to the equipment, to the infrastructure, and to the knowledge and skills—and that will allow them to fully participate in the digital world.

<https://sites.google.com/view/alliancefordigital-equity/home>

Education

In response to COVID-19, classroom technology use has become more extensive in the Gill-Montague School District.

According to the IT Director, the pandemic was “an eye-opener” when it came to digital needs and access. The district is currently a one-to-one district, with each student having access to a device (i.e. a laptop). Students in 7-12 grades are able to bring their laptops home. Staff noted that they have run into issues of access, particularly with internet connection and device access at home.

Within the current curriculum, the school district works to integrate technology training into the classroom. The school currently has a web portal where all academic information for students is available for parents, allowing them to be fully engaged in their children’s academic life. One of the biggest issues centered on technology lies with both students’ and their families’ lack of awareness of potential online issues (anything from cyberbullying to fraud and scams), suggesting the need for further and continuous training for both students and their families.

Overall, staff noted four main areas of concern and need for further investment:

- Making sure each household with a student in school has an accessible device at home (so a student would not have to bring the device back and forth from school).
- Expand digital literacy for both students and parents. This might include training on online privacy, awareness of scams, or less nefarious issues, like how to access educational content.
- While broadband connectivity is much better, there are still problem spots, which became more obvious during the pandemic.
- Digital safety and cyber security is as important for parents as it is for students.

Senior Centers and Councils on Aging

Older adults often feel the impacts of the digital divide and digital inequity most acutely. Issues can range from inability to afford the monthly broadband costs or affording an appropriate device, to understanding how to access medical records, or fears of fraud. Senior centers and councils on aging can provide resources to older adults to help address many of these issues. Gill is part of the Gill-Montague

Greenfield Community College (Cyber Seniors)

Greenfield Community College established a program to address the digital equity challenge faced by older adults, modeled after the international program, “Cyber Seniors” <https://cyberseniors.org/>. The program is structured so that younger residents (who are digital natives) meet one-on-one with older adults to assist them with laptops, phones, tablets and questions related to technology. In the summer of 2023, the Greenfield Senior Center received a grant from the Executive Office of Elder Affairs, and partnered with GCC for expansion of this program. The program is currently funded through December 2024; GCC is working to continue the program beyond the end of the grant. More information is available on their website: <https://engage.gcc.mass.edu/seniors/cyber-seniors/>

Council on Aging, which has a strong history of working to improving digital equity in both Gill and Montague.

Funded by a grant from the Massachusetts Executive Office of Elder Affairs and the FRCOG Mass in Motion program, the Gill-Montague Senior Center developed two programs in the winter of 2024. The Tech Drop-in program was held once weekly for residents to bring in their laptops, phones or tablets with technical questions (issues that cannot be resolved will be referred to Staples for discounted assistance). The second program is a six-week class for senior residents to learn computer basics. Residents have expressed strong interest in both of these programs

Digital Equity Needs

Affordable Access

There are few programs available to assist with broadband affordability, although it is one of the primary areas of digital inequity. One program was the Affordable Connectivity Program (ACP), a benefit program run by the Federal Communications Commission. The goal of the program was to help make broadband affordable for all households. The ACP provided a discount of up to \$30 per month for internet services of eligible households.¹³ The FCC collected data on which households are eligible and how many are enrolled in the program. In Gill, 27 subscribers took advantage of the ACP, suggesting this program was severely underutilized.¹⁴

Unfortunately, due to a lack of additional funding from Congress, the Affordable Connectivity Program ceased to accept new applications after February 7, 2024. Funding for the program ended in May 2024. One option currently available for some residents, is the Lifeline program. Lifeline is an FCC program that helps make communications services more affordable for low-income consumers. Lifeline provides subscribers a discount on qualifying monthly telephone service, broadband Internet service, or bundled voice-broadband packages purchased from participating wireline or wireless providers. Lifeline provides up to a \$9.25 monthly discount on service for eligible low-income subscribers.

The State Digital Equity Plan provides few options regarding affordability. According to the section on Strategy and Program Details, addressing affordability falls primarily under the section “DNP5. Ongoing Affordable Connectivity Options and Enrollment.” The primary focus at the state level is to continue supporting “access to affordable connectivity options through the ACP and/or other solutions.” While not providing specifics, the plan does note the impending end of the ACP, and indicates that the MBI “will establish state-based alternatives to ensure that changes to ACP availability will not impact Massachusetts residents.”¹⁵

¹³ For more information on qualification, see <https://www.affordableconnectivity.gov/do-i-qualify/>.

¹⁴ ACP Enrollment & Claims Tracker (<https://www.usac.org/about/affordable-connectivity-program/acp-enrollment-and-claims-tracker/>)

¹⁵ Massachusetts State Digital Equity Plan. Accessed at https://broadband.masstech.org/sites/default/files/2024-03/MA%20SDEP%20FINAL_3.26.24.pdf.

Device Access

Not having a reliable desktop or laptop computer can negatively impact a household, preventing the ability to work remotely, access government services, and access educational material for students of all ages. If accessing personal devices is unavailable, having public device access through a place like the library, is important. The Slate Memorial Library provides access to Chromebooks and a printer. Purchasing a new printer for library that is compatible with chrome books, and get new Chromebooks for the library, were both seen as important actions to take towards greater digital equity.

Digital Literacy

While there are different needs for both level of internet speed needed and type of device needed, the range of digital literacy is vast from knowing how to turn on a computer to learning how to code. Digital literacy needs are often age-dependent as well as language dependent. As mentioned above, the Gill-Montague Council on Again has provided tech trainings.

DRAFT

V. Strategic Actions and Recommendations

The following section provides a plan of action for Gill to work towards addressing the digital divide in their community. These strategic actions were developed based on feedback during the Charrette and from conversations with stakeholders. Certain strategies and actions were influenced by current projects and programs, (like the work being done through Council on Aging, town library, and public school).

This section includes the following: lead organization (in many cases this is the Town – generally the lead will be town administration), as well as the department or board/committee that could be responsible for implementation; supporting partners; potential funding sources; targeted timeframe for completion of a given strategy, defined as “Short-term” (less than 2 years), “Medium-term” (2–5 years), “Long-term” (more than 5 years).

DRAFT

Recommendation	Lead Organization	Supporting Partners	Potential Funding Sources	Implementation Target
1. Purchase new Chromebooks for the library	Town library	Town administration; Alliance for Digital Equity	Municipal Digital Equity Implementation Program	Short-Term
2. Purchase new public printer for the library	Town library	None	Municipal Digital Equity Implementation Program; municipal budget	Short-Term
3. Review need for public hotspots and purchase for distribution through the library	Town administration	Alliance for Digital Equity	Municipal Digital Equity Implementation Program;	Short-Term
4. Expand outreach to Gill residents regarding the Tech Tuesday program at the Gill-Montague Council on Aging	Gill-Montague Council on Aging	Town administration	None (using current funding)	Short-Term
5. Extend and expand digital literacy classes and free laptops through the Digital Equity for Seniors program at the Gill-Montague Council on Aging.	Gill-Montague Council on Aging	Town administration	Municipal Digital Equity Implementation Program; future EOE grant funds (none currently available); Age & Dementia Friendly Community Grants through LifePath	Short-Term (ongoing)
6. Explore options to extend public Wi-Fi (for example, around the library, at Town Hall)	Town administration	Alliance for Digital Equity; Library	Community Space Public Wi-Fi Program; Municipal Digital Equity Implementation Program; T-Mobile Hometown Grant	Short-Term
7. Locate and map cell-phone "dead zones"	Town administration	FRCOG	District Local Technical Assistance	Short-Term
8. Expand access to broadband for residents who are not able to connect to cable	Town administration	FRCOG; Massachusetts Broadband Institute; Alliance for Digital Equity	BEAD Program Funding; GAP network	Short-Medium Term
9. Explore local and regional options to reduce cost-burden of internet	Town administration	FRCOG; Alliance for Digital Equity; Massachusetts Broadband Institute	District Local Technical Assistance; future BEAD grant funding; Efficiency & Regionalization Grant	Medium-Long Term

DRAFT

VI. Appendices

Appendix A: Acknowledgements

The Gill Digital Equity Report was made possible with support from the Massachusetts Broadband Institute (MBI) and Massachusetts Technology Collaborative (MassTech). This project was funded by MBI at the MassTech Collaborative through the Municipal Digital Equity Planning Program. Funding was provided by Massachusetts American Rescue Plan Act (ARPA) State Fiscal Recovery Funds.

The contributions of the town staff and stakeholders join the comments of residents who participated in the Digital Equity Charrette.

Town Staff

Ray Purington, Town Administrator

Digital Equity Stakeholders

Jocelyn Castro-Santos, Library Director

Janet Masucci, Cable Advisory Committee Member

Ray Purington, Town Administrator

Tin Mahaney, Director of Information Technology and Educational Data Services

Appendix B: Digital Equity Assets

Organization Name	Area	Website
Slate Memorial Library	Municipal	https://gillmass.org/p/31/Library
Gill-Montague Senior Center	Municipal/ Regional	https://southcountyseniorcenter.org/
Alliance for Digital Equity	Regional	https://sites.google.com/view/alliancefordigitalequity/home
Big Brothers Big Sisters Franklin county	Regional	https://bbbs-fc.org/
Center for New Americans	Regional	https://cnam.org/
Clinical Support Options	Regional	https://www.csoinc.org/
Community Action Pioneer Valley	Regional	https://www.communityaction.us/
Community Foundation of Western Massachusetts	Regional	https://communityfoundation.org/
Community Health Center of Franklin county	Regional	https://www.chcfc.org/
Franklin County Sheriff's Office	Regional	https://www.fcso-ma.us/
Franklin County Technical School	Regional	https://www.fcts.us/
Franklin Regional Council of Governments	Regional	https://frcog.org/
Greenfield Community College	Regional	https://www.gcc.mass.edu/
LifePath	Regional	https://lifepathma.org/
Salasin Project	Regional	https://salasinproject.org/
The Literacy Project	Regional	https://www.literacyproject.org/
Three County Continuum of Care (a project of Community Action Pioneer Valley via HUD)	Regional	https://www.threecountycoc.communityaction.us/
United Way of the Franklin and Hampshire Region	Regional	https://uw-fh.org/
Whip City Fiber	Regional	https://www.whipcityfiber.com/
Community Compact Cabinet	State	https://www.mass.gov/orgs/community-compact-cabinet
CSforMA, Inc.	State	https://www.csforma.org/
Executive Office of Elder Affairs (EOEA)	State	https://www.mass.gov/orgs/executive-office-of-elder-affairs
MA Healthy Aging Collaborative	State	https://mahealthyagingcollaborative.org/
MA Association for Community Action	State	https://www.masscap.org/
MA Association for the Blind and Visually Impaired	State	https://www.mabvi.org/
MA Board of Library Commissioners	State	https://mblc.state.ma.us/
MA Business Alliance for Education	State	https://www.mbae.org/
MA Department of Elementary & Secondary Education	State	https://www.doe.mass.edu/
MA Education and Career Opportunities, Inc. (MassEdCO)	State	https://www.massedco.org/
MA League of Community Health Centers (CHC)	State	https://www.massleague.org/
Mass Computer Using Educators (MassCUE)	State	https://www.masscue.org/
New England Cable & Telecommunications Association	State	https://connectingne.com/
Black Economic Alliance Foundation	National	https://foundation.blackeconomicalliance.org/
Verizon	National	https://www.verizon.com/
Xfinity/Comcast	National	https://www.xfinity.com/overview
T-Mobile	National	https://www.t-mobile.com/

Appendix C: Funding Resources

Program	Type of Assistance
<p>State Digital Equity Capacity Grant Program</p> <p>https://www.internetforall.gov/program/digital-equity-act-programs#</p>	<p>A \$1.44 billion formula grant program for states, territories, and tribal governments. Funds an annual grant program for five years in support of digital equity projects and the implementation of digital equity plans:</p> <ol style="list-style-type: none"> 1. Develop, implement, and oversee DE plans + make awards to other entities help develop DE plans. 2. Improve online accessibility & inclusivity of public resources. 3. Implement DE plans and digital inclusion activities. 4. Provide digital literacy and skills education to covered populations. 5. Facilitate adoption of high-speed internet by covered populations. 6. Fund annual grant programs for five years to implement digital equity projects.
<p>State Digital Equity Competitive Grant Program</p> <p>https://www.internetforall.gov/program/digital-equity-act-programs#</p>	<p>A \$1.25 billion competitive grant program to fund annual grant programs for five years to implement digital equity projects. Several types of entities can apply for these funds.</p>
<p>Municipal Digital Equity Implementation Program</p> <p>https://broadband.masstech.org/digital-equity-implementation</p>	<p>Funding to mobilize, start-up, and implement digital equity activities locally to access a one-time grant up to \$100,000 per municipality to execute a project (or projects) defined in their local digital equity plan or related document that MBI deems of sufficient standard. Project implementation will increase access and usage of the internet for the populations most impacted by the COVID-19 pandemic.</p>
<p>Broadband Equity, Access, and Deployment (BEAD) Program</p> <p>https://broadbandusa.ntia.doc.gov/funding-programs/broadband-equity-access-and-deployment-bead-program</p>	<p>Expand high-speed internet access by funding planning, infrastructure deployment and adoption programs. This program builds high-speed Internet infrastructure where needed. It also supports efforts to teach the skills and provide the equipment needed so everyone can use the Internet.</p>
<p>Metropolitan Area Planning Council (MAPC) Apartment Wi-Fi Program</p> <p>https://www.mapc.org/our-work/expertise/digital-equity/apartment-wi-fi/</p>	<p>Statewide program that aims to increase access to affordable and reliable high-speed internet for residents in communities that face barriers to connectivity and to increase sustainable internet access for individuals and families. Funded by a grant from the MBI's Digital Equity Partnerships program.</p>

Program	Type of Assistance
<p>Community Compact Municipal Fiber Program</p> <p>https://www.mass.gov/municipal-fiber-grant-program</p>	<ol style="list-style-type: none"> 1. Implementation of fiber optic networks that connect remote municipal assets to improve municipal operations and/or improve disaster recovery and resiliency. 2. One time capital needs- fiber optic cabling, hardware, software and implementation services. 3. (Centralized management of IT infrastructure, enterprise approach to network monitoring, cybersecurity, records management, and backup and recovery.)
<p>GAP Networks Grant Program</p> <p>https://broadband.masstech.org/gap-networks-grant-program</p>	<p>The \$145 million Gap Networks Grant Program will fund the deployment of broadband infrastructure in areas that currently lack broadband service. The Program aims to expand access and connectivity in unserved and underserved locations throughout the Commonwealth to bridge the digital divide.</p>
<p>E-rate: Universal Service Program for Schools and Libraries</p> <p>https://www.fcc.gov/general/e-rate-schools-libraries-usf-program</p>	<p>The schools and libraries universal service support program, commonly known as the E-rate program, helps schools and libraries to obtain affordable broadband.</p>
<p>Lifeline program for Low-income consumers</p> <p>https://www.fcc.gov/lifeline-consumers</p>	<ol style="list-style-type: none"> 1. Discount on phone or broadband service for qualifying low-income consumers. 2. Promote access to Wi-Fi enabled devices and hotspot functionality to close the homework gap <p>Note: A family that qualifies for Lifeline also qualifies to receive EBB</p>
<p>Community Compact IT Grant Program</p> <p>https://www.mass.gov/community-compact-it-grant-program</p>	<ol style="list-style-type: none"> 1. This is a competitive grant program focused on driving innovation and transformation at the local level via investments in technology. 2. Grant to support implementation of innovative and transformative IT projects by funding one-time capital needs-tech infrastructure and/or purchases of equipment/ software. 3. One-time planning, design, installation, implementation, and initial training
<p>Efficiency and Regionalization (E&R) Grant Program</p> <p>https://www.mass.gov/efficiency-regionalization-grant-program</p>	<p>Provide financial support for governmental entities (planning and implementation activities are eligible).</p>
<p>Telecommunications Industry Registered Apprenticeship Program (TIRAP)</p> <p>https://www.tirap.org/</p>	<p>A competency-based apprenticeship aimed at growing the productivity of the workforce as directly as possible.</p> <ol style="list-style-type: none"> 1. Career development of telecommunications workforce through cash and in-kind support. 2. Funding to design curricula and deliver training to develop qualified applicants for placement in middle- to high-skilled jobs 3. To target veterans, transitioning service members, military spouses, women, people of color, unemployed, underemployed, incumbent workers, and underrepresented populations.

Program	Type of Assistance
Economic Adjustment Assistance Grant https://www.eda.gov/economic-adjustment-assistance	EAA provides a wide range of technical, planning, and public works and infrastructure assistance in regions experiencing adverse economic changes that may occur suddenly or over time.
Local Planning and Technical Assistance Programs https://www.eda.gov/sites/default/files/filebase/files/programs/eda-programs/FY21-23-Planning-and-LTA-NOFO_FINAL.pdf	Planning and local technical assistance investments to support economic development, foster job creation, and attract private investment in economically distressed areas.
Community Development Block Grants (CDBG) https://www.mass.gov/info-details/community-development-block-grant-cdbg#how-to-apply-	<ol style="list-style-type: none"> 1. Conduct broadband needs assessment. 2. Install wiring, fiber optic cables, and permanently affixed equipment. 3. Provide digital literacy classes.
Workforce Innovation and Opportunity Act (WIOA) https://www.dol.gov/agencies/eta/grants/apply	Digital literacy- use of technology to improve teaching, learning, professional development, skill development and abilities, career guidance, supportive services, job search workshop, referral to jobs or training, workers' rights and complaint system information.
English Language Acquisition State Grants https://www2.ed.gov/about/offices/list/oese/oss/technicalassistance/elstar-user-guide-state-support-network.pdf	Enhance instruction for English learners with digital resources
CommCorps YouthWorks Funding https://commcorp.org/program/youthworks/	YouthWorks is a state-funded youth employment program that helps teens and young adults develop the skills and experience needed to find and keep jobs. YouthWorks supports skills training for youth up to age 25 from households earning less than 200% of the federal poverty rate.
Early Intervention Program for Infants and Toddlers with Disabilities https://www2.ed.gov/fund/data/award/idea/index.html	Assist with implementation of statewide systems of coordinated, comprehensive, multidisciplinary, interagency programs and extending early intervention programs.
Determination of Need (DoN) https://www.mass.gov/determination-of-need-don	The goal of DoN and the framework for analysis by the Department of Public Health is to promote population health and increased public health value.
USDA Community Connect Program https://www.rd.usda.gov/community-connect	<p>The purpose of the Community Connect Program is to provide financial assistance in the form of grants to eligible applicants that will provide, on a "community -oriented connectivity" basis, broad-band service that fosters economic growth and delivers enhanced educational, health care, and public safety benefits.</p> <p>Rural communities- extend access where broadband service is least likely commercially available</p>

Program	Type of Assistance
USDA Telecommunications Infrastructure Loans & Loan Guarantees https://www.rd.usda.gov/programs-services/telecommunications-programs/telecommunications-infrastructure-loans-loan-guarantees	This program provides financing for the construction, maintenance, improvement and expansion of telephone service and broadband in rural areas.
High Cost Program (including Connect America Fund, Rural Digital Opportunity Fund and 5G Fund) https://www.usac.org/high-cost/	The federal universal service high-cost program is designed to ensure that consumers in rural, insular, and high-cost areas have access to modern communications networks capable of providing voice and broadband service, both fixed and mobile, at rates that are reasonably comparable to those in urban areas.
USDA Distance Learning & Telemedicine Grants https://www.rd.usda.gov/programs-services/telecommunications-programs/distance-learning-telemedicine-grants	DLT program helps fund distance learning and telemedicine services in rural areas to increase access to education, training, and health care resources that are otherwise limited or unavailable.
Massachusetts Community Health and Healthy Aging Funds - Determination of Need (DoN) https://mahealthfunds.org/	This program aims to enhance the capacity of multi-sector collaboratives to authentically engage residents and work together to remove barriers to health. Funding can establish training opportunities for local consumers regarding tracking medical records
Residential Internet Retrofit Program https://broadband.masstech.org/retrofit	Initiative to equip public and affordable-housing units across the state with high-speed internet for current and future residents by upgrading in-building telecommunications wiring, equipment, and infrastructure within older housing developments.
Lead for America - America Connection Corps https://www.americanconnectioncorps.org/	The nation's premier AmeriCorps service experience, advancing economic prosperity in rural and emerging communities. 15 American Connection Core Members are being recruited and placed in full-time, year-long fellowships to serve as Massachusetts-based, "boots on the ground" support at local host site organizations to help with expanding broadband awareness and digital adoption.
Connect Humanity https://connecthumanity.fund/	Digital equity connectivity plan 1. Community engagement, survey work and mapping, technical design, and financial modeling. 2. Support community connectivity providers to get "investment ready". 3. Grants for enabling solutions- digital skills, relevant content, workforce development. Promote a diverse broadband sector 1. Research on financing and operating models for community connectivity providers Fund training to promote skills to build and maintain community broadband

Program	Type of Assistance
Centri-Tech Foundation Digital Integrators Pilot Program https://www.digitalintegrators.org/	CBOs can use the funding to apply the Community Development Framework for Digital Advancement to local digital equity and inclusion efforts. Organizations can use the tool for program design, implementation, and evaluation.
AARP Community Challenge Grants https://www.aarp.org/livable-communities/community-challenge/	The AARP Community Challenge provides small grants to fund quick-action projects that can help communities become more livable for people of all ages.
Massachusetts Councils on Aging (MCOA) Service Incentive Grant https://mcoaonline.org/fy25-fdp-grants/	Provides direct funds to local Councils on Aging under various categories such as Capacity Building, Innovations, Improving Access and Inclusion, and more.
Point 32Health Foundation Grants https://www.point32healthfoundation.org/funding-grants/how-we-fund/	Point32Health Foundation supports work to advance equity in aging. Grants are available to nonprofits doing work in aging that addresses equity, especially in communities most affected by systemic barriers.
Bank foundations https://www.digitalequity.us/resources/cra-funding-guide-for-digital-equity/	Bank foundations can provide funding for the following digital equity-related programs and services: broadband, hardware/ devices, tech support, librarian assistance, digital skills.
Patrick J. McGovern Foundation https://www.mcgovern.org/grants/?exposed_mf_search&exposed_taxonomy_focusarea%5B0%5D=22&exposed_grant_approval_date_sort=date_desc&FZEWGNafiqRBuoy=0dfbn.rMQwW&iwNIhrR=VSjdZGI9sn5FUH&mb_nJCugrtsAIHc=%5BG3illaOL0vuBdj	This foundation has awarded new grants for innovative data- and AI-driven approaches that support digital transformation of health systems and healthcare across the globe.
Project UP by Comcast https://corporate.comcast.com/impact/project-up	Connectivity & adoption: Connecting people to the internet, technology, and resources needed to succeed in a digital world. Skills & creativity: Creating opportunities and new career pathways in media and technology and opening doors for new voices to be heard and stories to be shared. Entrepreneurism: Equipping entrepreneurs and small business owners with the skills, digital resources, and opportunities they need to thrive.
Tech Goes Home https://www.techgoeshome.org/	Programs for adults, families- Partner with social service org to deliver courses focused on fundamental digital skills. Offered in libraries, community centers, public housing, and other nonprofit org. TGH Connect- partner with cities, libraries, CBOs, schools, health care centers, and faith-based org to disseminate critical info and help community access online resources.

Program	Type of Assistance
District Local Technical Assistance	Grant funding available to municipalities for technical assistance from the local Regional Planning Agency. Funding is provided by the Commonwealth of Massachusetts through the annual budget.
T-Mobile Hometown Grant https://www.t-mobile.com/brand/hometown-grants	T-Mobile is committing up to \$25 million through 2026 to support small towns, villages, and territories across America by funding community projects.
Age & Dementia Friendly Community Grants through LifePath https://lifepathma.org/what-we-offer/health-and-wellness/age-and-dementia-friendly-program/	<p>One-time grants of up to \$3,000 aim to make our communities welcoming and accessible for all ages. Franklin County and North Quabbin-based towns, libraries, Councils on Aging, Senior Centers, Village model organizations, businesses and other for-profit and non-profit organizations are encouraged to apply. This funding will support projects that foster progress in the set of 8 domains detailed in the Regional Action Plan.</p> <p>LifePath is a private, non-profit corporation, and the Area Agency on Aging, and Aging Services Access Point, that serves all of Franklin County and Athol, Petersham, Royalston and Phillipston, Massachusetts.</p>

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

THIS HOST COMMUNITY AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2024 by and between the Town of Gill, a Massachusetts municipal corporation with a principal address of 325 Main Road, Gill, MA 01354 (the “Town”), and Leaf Joy, LLC, a Massachusetts business entity certified and recorded with the Massachusetts Secretary of the Commonwealth, 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,” and individually referred to as a “Party”).

WHEREAS, the Company is currently licensed by the Cannabis Control Commission (the “Commission”) as a Marijuana Retailer Establishment in the town of Gill at 1 Main Road, Gill, MA 01354 (the “Property”), for the retail of cannabis products, cannabis accessories and other incidental and related products; and

WHEREAS, the Company shall comply with all applicable state laws and regulations, including, but not limited to Massachusetts General Law (MGL) c. 94G and 94I, 935 CMR 500.000 *et seq.* and 935 CMR 501.000 *et seq.*, as applicable, and such approvals as may be issued by the Town in accordance with its local zoning, laws, bylaws, ordinances, or 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 the Town may incur additional expenses and impacts on the Town’s infrastructure systems, law enforcement, fire protection services, inspectional services, permitting, public health, and other unforeseen impacts on the Town; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event it receives the requisite license from the Commission or such other state licensing or monitoring authority, as the case may be, to operate the Marijuana Retailer 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 Commission documentation evidencing the Company and Town have executed a Host Community Agreement; and

WHEREAS, the Parties intend by executing this Agreement to comply with and satisfy the provisions of MGL c. 94G, §3(d), as applicable to the licensed operation of the Marijuana Retailer Establishment, with such operations to be conducted in accordance with the applicable zoning, laws, bylaws, ordinances, or regulations of the Town; and

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

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

1. Recitals

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

2. Terms

Where applicable, the following terms shall hold the same meaning and definitions as defined by the Commission in 935 CMR 500.000 et seq. and 935 CMR 501.000 et seq., as applicable:

- A. **Marijuana Establishment ("ME")** means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Marijuana Delivery Operator, Marijuana Courier, Marijuana Research Facility Licensee (as defined in 935 CMR 500.002: Marijuana Research Facility Licensee), Social Consumption Establishment (as defined in 935 CMR 500.002: Social Consumption Establishment), or any other type of licensed Marijuana-related business, except a Medical Marijuana Treatment Center.
- B. **Medical Marijuana Treatment Center ("MTC")** means an entity licensed under 935 CMR 501.101 that acquires, cultivates, possesses, Processes (including development of related products such as Edibles, MIPs, Tinctures, aerosols, oils, or ointments), Repackages, transports, sells, distributes, delivers, dispenses, or administers Marijuana, products containing Marijuana, related supplies, or educational materials to Registered Qualifying Patients or their Personal Caregivers for medical use. Unless otherwise specified, MTC refers to the site(s) of dispensing, cultivation, and preparation of Marijuana for medical use.
- C. **Final License** means a certificate of final licensure issued by the Commission pursuant to its authority under G.L. c. 94G.
- D. **Fiscal Year** means the time period beginning with July 1st and ending with the following June 30th.
- E. **Community Impact Fee ("CIF")** means impact fee(s) claimed by the Town which have been certified by the Commission or ruled upon by a court of competent jurisdiction as being Reasonably Related to the actual costs imposed by the Company.

F. **Claimed Community Impact Fee (“Claimed CIF”)** means impact fee(s) claimed by the Town which have not been certified by the Commission or ruled upon by a court of competent jurisdiction as being Reasonably Related to the actual costs imposed by the Company.

G. **Reasonably Related** means a demonstrable nexus between the actual operations of a ME or MTC and an enhanced need for the Town’s goods or services in order to offset the impact of operations. Fees customarily imposed on other non-marijuana businesses operating in the Town shall not be considered Reasonably Related.

Should there be a conflict between these definitions and those contained in 935 CMR 500.000 *et seq.* and/or 935 CMR 501.000 *et seq.*, the Commission’s regulations shall control. Additionally, any term used in this Agreement but not identified and defined in this section shall hold the same meaning and definition as so defined in the Commission’s regulations.

3. **Authorized Operations**

The Parties stipulate this Agreement provides permission for the Company to apply for, obtain, and operate a license as a Marijuana Retailer within the town of Gill.

4. **Location**

The Parties acknowledge the Company shall, prior to being issued a license by the Commission, identify to the Commission a proposed location of 1 Main Road, Gill where licensed operations of the Marijuana Retailer Establishment will occur.

5. **Compliance**

The Parties shall comply with all laws and regulations governing the operation of the license type specified in Section 3, as applicable, including, but not limited to:

A. G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 *et seq.*, and 935 CMR 501.000 *et seq.*, as applicable, as the same may be amended from time to time, or its successor statute(s) if any.

B. The Town’s local zoning, laws, bylaws, ordinances, or regulations applicable to the operation of a Marijuana Retailer Establishment.

C. The Company shall be responsible for obtaining from the Commission and the Town all licenses, permits, and approvals required for the operation of the Marijuana Retailer license covered by this Agreement.

D. The obligations of the Parties are contingent on the Company:

1. Obtaining a Final License from the Commission for operation of a Marijuana Retailer license and maintaining such license; and

2. The Company's receipt of any and all necessary local permits and approvals to locate, occupy, and operate the Marijuana Retailer license in the town of Gill, inclusive of zoning compliance and maintaining compliance with all conditions of said approvals.
- E. Unless the Company submits an annual update to the Town as to its progress to becoming operational, this Agreement shall become voidable under the following circumstances:
1. If the Company is unable to obtain a Final License or its renewal from the Commission; or
 2. If such local permits and approvals are not granted for any reason.
- F. This Agreement does not affect the authority of the Town to issue or deny permits, licenses, or other approvals under the statutes and regulations of the Commonwealth, or the bylaws, local laws, zoning, ordinances, and regulations of the Town. Nor does this Agreement affect the Town's ability to enforce any applicable law or the bylaws, local laws, zoning, ordinances, and regulations of the Town.
- G. The Parties shall work in good faith to effectuate the purposes of this Agreement.

6. Annual Payment Responsibilities

The Parties agree to the following provisions regarding annual payment responsibilities:

A. CIF

1. There may be additional expenses and impacts including but not limited to impacts on the Town's infrastructure systems, law enforcement, and fire protection services, as well as unforeseen expenses and impacts on the Town that are Reasonably Related to the operation of the Marijuana Retailer Establishment.
2. To mitigate Reasonably Related expenses and impacts, the Company shall pay a CIF to the Town.
3. The Town shall not explicitly or implicitly require the Company to make a promise of upfront or future monetary payments, in-kind contributions, or charitable contributions to the Town, notwithstanding the CIF payment provision allowed under G.L. c. 94G, § 3.
4. A Claimed CIF or CIF shall not exceed three percent of the gross sales of the Company, nor be calculated on a certain percentage of the Company's sales.
5. The Town shall not attempt to collect Claimed CIFs or CIFs relating to any operations occurring prior to the date the Company is granted a Final License by the Commission for the Marijuana Retailer license covered under this Agreement.

6. The Town shall not attempt to collect Claimed CIFs or CIFs from the Company once the Company has held a Final License for more than nine (9) years for the Marijuana Retailer Establishment covered under this Agreement.
7. The Company shall notify the Town within five (5) business days of the issuance of a Final License to the Company by the Commission for the license covered under this Agreement. Additionally, the Company shall notify the Town within five (5) business days of the issuance of a renewal of a license to the Company by the Commission for the license covered under this Agreement.
8. The Town shall provide an annual itemized invoice of Claimed CIFs claimed by the Town that are Reasonably Related to the operations of the Company within one (1) month of the anniversary of the date the Company receives or received a Final License from the Commission for the license held by the Company located within the Town. All subsequent, one-year invoice periods shall be consistent with the anniversary of the Company's Final License date. Failure to provide said invoice within the prescribed time shall result in the Town forfeiting any Claimed CIF or CIF it may have been entitled to for the applicable year of the Company's operation.
9. The Town's itemized invoice shall specifically describe how the Claimed CIFs were spent, including a line item for each good or service charged, and a statement of its cost, purpose, and relation to the Company's particular operations.
10. The Company shall annually pay any undisputed Claimed CIF or CIF no later than the end of the current Fiscal Year or within 90 days of the date of the Commission's certification of the CIF, whichever is later.
11. The Company shall not be required to pay a Claimed CIF or CIF while the Claimed CIF or CIF is the subject of a non-frivolous legal dispute either through the Commission's administrative hearing process or before a court of competent jurisdiction.

B. Waivers of CIF

The Town may choose to not assess Claimed CIFs or CIFs or may choose to not collect either in a particular year. Any such election shall not operate as a waiver of the Town's rights under this Agreement to collect a CIF in subsequent years.

C. CIF Payments Made Prior to this Agreement

The Parties acknowledge payments were made by the Company to the Town of "Annual Community Impact Fees" in accordance with the Host Community Agreement between the Parties dated February 28, 2022, and said agreement is superseded by this Agreement. The Company acknowledges and agrees the Town is under no obligation to use those payments in any particular manner, and releases any and all claims to those payments.

D. Generally Occurring Fees

Generally occurring fees are those fees customarily imposed by the Town on non-cannabis businesses operating within its confines and shall not be considered a CIF. These fees include, but are not limited to, sewer and water connection, and waste collection. The Town now affirms the following list of expected Generally Occurring Fees the Company will be required to pay:

Any generally applicable municipal fees or costs that would be assessed on a like-kind non-cannabis business, including, but not limited to sewer connection and sewer use fees; waste and recyclables collection; building, plumbing, electrical, gas, and oil burner permits; use of town facilities; one-day alcohol licenses; entertainment, auction, and public gathering permits; alarm system malfunctions; zoning permits, variances, appeals, and modifications; and Marijuana Operating Permits issued by the Board of Health.

The Company concurs and consents to the stated list of the Town's expected generally occurring fees provided herein and will not unreasonably object to the Town's future establishment of new types or categories of generally occurring fees.

E. Local Taxes

Property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable taxes for that property shall be paid directly by the appropriate property owner.

F. Other Taxes

Notwithstanding any previously identified provisions, the Company acknowledges and affirms its obligation to pay any and all fees associated with sales tax, excise tax on Marijuana and Marijuana Products, or other taxes or fees otherwise provided for in G.L. c. 94G, G.L. c. 64H, and G.L. c. 64N.

G. Donations

Notwithstanding the payment responsibilities outlined in this section, nothing shall prevent the Company from making purely voluntary donations from time to time to the Town or causes that will support the Town and/or its residents, including but not limited to local substance misuse prevention, treatment, and/or education programs.

7. **Security**

A. The Company shall maintain security at its Marijuana Retailer Establishment in accordance with the security plan presented to the Town. In addition, the Company shall

at all times comply with all applicable laws and regulations regarding the operation of a Marijuana Retailer Establishment and the security thereof.

- B. The Company shall comply with all Commission and Town security requirements as promulgated by state law, regulation, local law, bylaw, zoning, ordinance, or regulation.
- C. To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the Commission, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the Police Department in reviewing and approving all security plans prior to implementation at the Property.
- D. 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 Commission-issued registration card to law enforcement upon request. A key-and-lock system shall not be the sole means of controlling access into the Marijuana Retailer Establishment, and prior to opening for retail sales the Company agrees to implement a method such as a keypad, electronic access card, or other similar method for controlling access into the Marijuana Retailer Establishment and into areas in which marijuana or marijuana products are kept.
- E. 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 Marijuana Retailer Establishment is located, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Marijuana Retailer Establishment and with regard to any reasonable and industry-standard anti-diversion procedures to ensure marijuana and marijuana products are not being transferred to the illegal market or to minors.
- F. To the extent requested by the 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 opening for retail sales at the Marijuana Retailer 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 Commission-accredited Responsible Vendor Trainer; (ii) utilizing appropriate tracking of all inventory at the Marijuana Retailer 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.
- G. The Company shall promptly report the discovery of the following to the Police Department 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 expected to last longer than eight hours; and any other breach of security.

8. Energy Usage

The Company shall comply with the Commission's energy regulations provided in 935 CMR 500.105(1)(q), 935 CMR 500.105(15), 935 CMR 500.120(11), 935 CMR 500.130, *et seq.*, and, if applicable, comparative medical regulations.

9. Diversity, Equity, and Local Opportunities

- A. The Company shall, consistent with applicable laws and regulations, make good faith efforts to hire town of Gill residents and businesses for employment, supplier services, and/or vendor services.
- B. The Company shall, consistent with applicable laws and regulations, have goals, programs, and metrics, and make progress towards those goals to hire individuals/businesses for employment, supplier services, and/or vendor services from areas defined as Areas of Disproportionate Impact by the Commission.
- C. The Company shall, consistent with applicable laws and regulations, have goals, programs, and metrics, and make progress towards those goals to hire individuals/businesses identifying as, as people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, Veterans, persons with disabilities, and LGBTQ+ people.
- D. The Company agrees to employ reasonable efforts to work collaboratively and cooperatively with its neighboring businesses and residents to address mitigation of any reasonable concerns or issues that may arise through its operation of the Marijuana Retailer Establishment.

10. Town Support

The Town agrees to timely submit to the Commission, 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 Marijuana Retailer Establishment where such compliance has been properly met, but makes no representation or promise it will act on any license or permit request, including, but not limited to any zoning application submitted

for the Property or the Marijuana Retailer 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.

11. Waste and Waste Water Controls

The Company shall ensure all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, managed, and disposed of in accordance with applicable state and local statutes, ordinances, and regulations.

12. Odor Control

The Company shall ensure odor from the Marijuana Retailer 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 Marijuana Retailer 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.

13. Effective Date, Term, and Termination

- A. Except as expressly provided herein, this Agreement shall be in full force and effect on the day and year first written above.
- B. This Agreement shall terminate three (3) years from the day and year first written above.
- C. At the conclusion of the term of this Agreement, the Parties may negotiate a new Agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced. Alternatively, the Parties may negotiate and execute an HCA Waiver.
- D. The Town may terminate this Agreement for cause by providing written notice to the Company in the event that: (i) Company with willful or gross negligence violates any laws of the Town or the Commonwealth with respect to the operation of the Marijuana Retailer 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 CIF payments to the Town as provided within 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.

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

14. Notice of Discontinuance of Operations

- A. The Town shall not discontinue relations with the Company in bad faith and shall provide the Company with written notice of the Town's intention to discontinue relations with reasonable advanced notice that shall be no less than 180 days.
- B. This Agreement shall be void in the event the Company ceases operations of its Marijuana Retailer Establishment in the town of Gill for a period of greater than 60 days without substantial action to reopen or relocate such operations outside of the town of Gill. The Company shall provide notice to the Town no less than 90 days prior to cessation or relocation of operations.
- C. This Agreement shall be void in the event the Company relocates the Marijuana Retailer Establishment outside of the town of Gill.

15. Governing Law, Jurisdiction, and Severability

- A. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.
- B. The Parties submit to the jurisdiction of the courts of Franklin County, Massachusetts for the adjudication of disputes arising out of this Agreement.
- C. The Parties expressly waive any defense to enforcement based upon nonconformance with federal law regarding the illegality of marijuana.
- D. The Company acknowledges its operations pursuant to the Commission license to sell marijuana and marijuana products are as permitted under the laws and regulations of the Commonwealth of Massachusetts and such activities are currently illegal under the laws and regulations of the United States of America. The Company acknowledges 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 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 Marijuana Retailer Establishment or license.
- E. 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 one or both Parties would be substantially or materially prejudiced.

16. Confidentiality

The Parties agree all records in the possession of the Town are governed by G.L. c. 66, § 10, the Public Records Law.

17. Amendments and Waivers

The Parties may make amendments to this Agreement or waive any of its terms, conditions, covenants, duties or obligations only by a mutually executed written agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced.

18. Successors and Assignees

This Agreement is binding upon the Parties hereto, their successors, assignees 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, which consent shall not be unreasonably withheld.

19. Counterparts, Signatures, and Representation of Authority

- A. 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.
- B. Facsimile and electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature. The individuals signing below have full authority to do so by the entity on whose behalf they have signed.
- C. The Company represents and warrants 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.

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
 Town of Gill
 325 Main Road
 Gill, MA 01354
 administrator@gillmass.org

To the Company: Leaf Joy, LLC
 1 Main Road
 Gill, MA 01354
 Attn: Legal
 leafjoygill@gmail.com

21. 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.

22. 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.

23. 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).

24. 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.

25. No Joint Venture

The Parties hereto agree 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 Company and any other successor, affiliate or corporate entity as joint ventures or partners.

26. 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 Marijuana Retailer Establishment. 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.

IN WITNESS WHEREOF, the Parties hereto 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

Grigori Faiziev
Manager

Date of Signature: _____

Date of Signature: _____

Duly authorized by vote of the Gill
Selectboard on _____, 2024