SELECTBOARD AGENDA & MEETING NOTICE
November 30, 2026

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

Location: Gill Town Hall, 2nd floor 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

- Minutes: 2025: 3/24, 4/7, 4/22, 5/5, 5/20, 6/2, 6/16, 6/30, 8/11, 8/18, 9/8, 9/17, 10/6, 10/16, 10/20, 11/3, 11/17, 12/15, 12/29; 2026: 1/12, 1/26, 2/9, 3/9, 3/23, 4/6, 4/21, 5/4, 5/19, 9/8, 9/21, 10/19, 11/16
- RMB Roof Committee – updates
- RMB Use Committee – updates

New Business

- Fire Department topics
  - Annual Purchase Orders for Fiscal Year 2027 routine, budgeted expenses
  - Creation of an Off Duty Fire Detail Agency Fund
  - Appointment – Everett Connelley as a Firefighter through 6/30/27 contingent upon receipt of satisfactory results from CORI check, driving record check, and a recent medical evaluation (is currently a Junior Firefighter)
  - Update on Junior Firefighter Program and possibly lowering starting age from 16 years old to 14 years old
- Purchase Order(s) – Telephone/VOIP infrastructure for Police Department, Highway Department, and Town Hall
- Highway Department – Request to have Legal Guidance re Roadside Tree Responsibilities and Highway Operations
- Request from Summit Stores (aka The Mill) to Assign the 11/21/2016 Sidewalk Maintenance Agreement with the Town to Majors Management, LLC (as part of the forthcoming sale of the property and business)
- Request from Green Gold Group for a Host Community Agreement with the Town in conjunction with the transfer of the cannabis license from Leaf Joy to Green Gold Group. No product or sales will ever take place in Gill; the HCA is a paperwork step in the license transfer.
- Other business as may arise after the agenda has been posted
- Public Service Announcements, if any
- Warrants
  FY27 #11 – Vendors ($74,342.49) & Payroll ($35,393.02) – reviewed/signed on 11/16
  FY27 #12 – review & sign

Adjournment

Other Invitations/Meetings:

Date	Time	Event	Location
Mon 12/14	5:30 PM	Selectboard meeting	Town Hall

Mon 12/28	5:30 PM	Selectboard meeting	Town Hall

TOWN OF GILL

MASSACHUSETTS

SELECTBOARD MEETING MINUTES

November 16, 2026

Called to Order: The meeting was called to order at 5:30 PM in the second-floor meeting room at the Town Hall, 325 Main Road.

Members Present: John Ward, Jenn Waldron, Charles Garbiel Members Absent: None
Others Present: Ray Purington, Town Administrator; Janet Masucci, Kate Savage, Mark Graham, Karen Timberlake, Tom Frawley, Blake Heinemann, Dan Flagg, and Erin-Leigh Hoffman

Public Hearing on Beer/Wine License Transfer: Representatives from Summit Stores and Majors Management met with the Selectboard to discuss the impending sale from Summit to Majors of the gas station and convenience store located at 23 French King Highway. The business goes by The Mill and is also known as Gill Mobil. Tom Frawley, the owner of Summit Stores and Summit Distributing, informed the Selectboard he is retiring and selling the assets of the companies to Majors Management, with an anticipated sale date of December 15, 2026. Blake Heinemann, a Vice President with Majors, stated that all employees of Summit, minus Frawley, will be staying on under Majors. Mark Graham is the manager of all eight of Summit's convenience stores and will keep that role with the new ownership. Karen Timberlake is the lead site manager in Gill and will retain that role.

The public hearing was needed because the convenience store has an alcoholic beverages license for beer & wine sales. As part of the sale from Summit to Majors, the beer & wine license is to be transferred from 23 French King Highway, LLC to MM CS Services, LLC dba Store # 2069. Timberlake will be the manager of the license.

The Selectboard had no questions or objections regarding the license transfer and made positive remarks regarding the way the business has been run since it opened in 2017. Garbiel made a motion, seconded by Waldron, to approve the transfer of the beer & wine license from 23 French King Highway, LLC to MM CS Services, LLC dba Store # 2069. The motion was approved by a unanimous vote and the Selectboard signed the related paperwork for the approval. Graham, Timberlake, Frawley, and Heinemann left the meeting at 5:40 PM.

Review of Minutes: Garbiel made a motion, seconded by Waldron, to approve the minutes of November 2, 2026. The motion was approved by a unanimous vote.

RMB Roof Committee: Garbiel reported the Committee has authorized hiring a lab to conduct asbestos testing and is moving forward with discussion of hiring an engineer or architect for the roof project. At the Committee's next meeting on November 19th, they will discuss strategies for tarping the roof after the asbestos testing is complete.

RMB Use Committee: The Committee is meeting next on November 19th.

Fire Department Topics: Various agenda items related to the Fire Department were passed over as the Fire Chief and other members of the department were not available to attend. The Chief and others were on the scene of a 3-alarm house fire in Erving.

Hazard Mitigation Plan Update: With a $30,000 award in August from the state's Municipal & Tribal Technical Assistance program, the next step in updating Gill's Hazard Mitigation Plan is to contract with the Franklin Regional Council of Governments to do the work. Waldron made a motion, seconded by Garbiel, to authorize Purington to sign a contract with the FRCOG to update the Hazard Mitigation Plan at a cost not to exceed $30,000. The motion was approved by a unanimous vote.

Savage left the meeting at 5:48 PM.

Warrants: The Selectboard reviewed and signed the FY 2027 warrant # 11 with totals of $74,342.49 for vendors and $35,393.02 for payroll. Waldron's son Mitchell, a Gill firefighter and part-time police officer, appeared on this week's payroll warrant. Due to the conflict of interest, Waldron abstained from signing the payroll warrant.

The meeting adjourned at 6:20 PM.

Minutes respectfully submitted by Ray Purington, Town Administrator

Signed copy on file. Approved on 11/30/2026

_____

Jenn Waldron, Selectboard Clerk

Gill Fire Department

196A MAIN ROAD • GILL, MA 01354 • (413) 863-8955 • FAX: (413) 863-0126

Memorandum

To: Gill Selectboard

From: Chief William Kimball

Date: November 16, 2026

Re: PO's for Annual Expenses FY-2027

Per my conversation with Ray, I am submitting a list of annual expenses that go over the $500.00 Purchase Order limit. Instead of submitting individual PO's I am submitting one list.

Franklin Regional Council of Governments County radio maintenance contract	$3500
Fire Tech And Safety Annual service on SCBA refill compressor	$2000.00
FirstDue Software Systems Software maintenance for state mandated reporting	$6000.00
Fire Engine Chassis Service	$4,000.00 for 4 Vehicles
Pump Service	$1,500.00
Pump Testing	$1,900.00
Firematic Supply Annual Air Pack/Mask Testing	$1,500.00
Firematic Annual Jaws testing	$900.00
Firematic Supply 3 sets of turn out gear	$11,200
Fail Safe Hose/ Ladder Testing	$5,000.00
Iamresponding	$800.00

QUOTE

Firematic
SUPPLY COMPANY, INC

Equipment Sales - Massachusetts
23 Birch Street
Milford, MA, 01757
Phone: (603) 206-2340
dericson@firematic.com

QUOTED TO
GILL FIRE DEPT
WILLIAM KIMBALL
196 MAIN ROAD
GILL MA 01354
US

SHIP TO:
GILL FIRE DEPT
196 MAIN ROAD
GILL MA 01354
US

QUOTE NUMBER	DATE	EXPIRE DATE	SALESPERSON
QT140741	9/21/2026	10/21/2026	Dean Ericson
CUSTOMER NO.	**PHONE NO.**	**CUSTOMER PO. NO.**	**CONTRACT NO.**
C12632	413-625-8200		PSE01

LINE	ITEM NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	EXTENDED PRICE
1	GNS3094C	DC762J10 GXCEL JACKET, TAN PIONEER	1	2,065.00	2,065.00
2	GNS3094P	FC762J1 GPSP PANTS, TAN PIONEER	1	1,695.00	1,695.00
3	FREIGHT	FREIGHT	1	0.00	0.00

*******Please note: Prices are subject to change, at any time, due to potential tariff adjustments.********
*******Unless otherwise noted, freight to be determined and added upon invoicing********

Comments

Amount: **3,760.00**

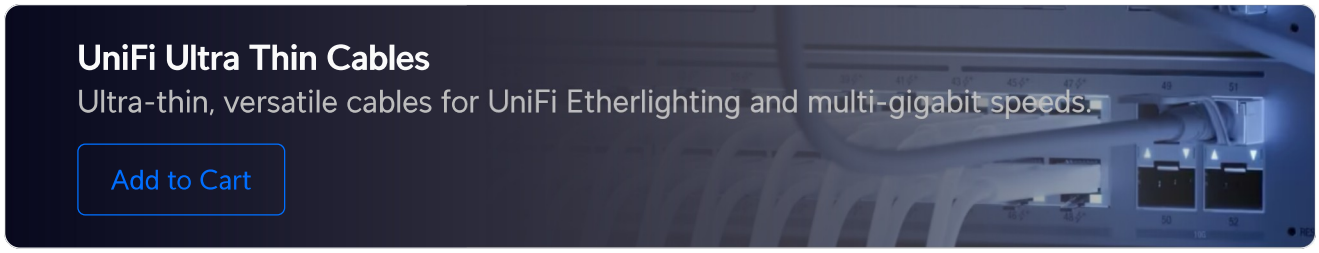
By: **Dean Ericson**

← Continue Shopping

Shopping Cart

Edit

Item	Price	Quantity	Sub-Total
Dream Machine Pro / US Version SKU: UDM-Pro	$379.00	− 1 +	**$379.00**
Memory Surcharge		1	**$38.00**
UI Care ⓘ	$75.00	⊕ Add	
Enhanced Cyber Security ⓘ	$99.00	⊕ Add	
Switch 24 PoE SKU: USW-24-POE	$379.00	− 1 +	**$379.00**
Memory Surcharge		1	**$38.00**
UI Care ⓘ	$79.00	⊕ Add	
Phone G3 Touch Pro / Subscripti... SKU: UTP-G3-Touch-Pro	$199.00	− 7 +	**$1,393.00**
Memory Surcharge		7	**$140.00**
UI Care ⓘ	$39.00	⊕ Add	
Analog Telephone Adapter SKU: UT-ATA-US	$99.00	− 2 +	**$198.00**
Memory Surcharge		2	**$20.00**
Access Point U7 Pro Wall SKU: U7-Pro-Wall-US	$199.00	− 2 +	**$398.00**
Memory Surcharge		2	**$40.00**
UI Care ⓘ	$39.00	⊕ Add	
Total:			**$3,023.00**



Order Details

13 items

Subtotal	$2,747.00
Memory Surcharge ⓘ	$276.00
Total	**$3,023.00**

Check Out

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WILLIAMS MULLEN

Kaitlin N. Cottle
Direct Dial: 804.420.6913
kcottle@williamsmullen.com

November 23, 2026

PRIVILEGED AND CONFIDENTIAL

VIA FEDERAL EXPRESS

Attn: Ray Purington
325 Main Road
Gill, MA 01354-9758

Re: Consent of Transfer/Assignment of Agreement

Dear Mr. Purington,

This firm represents Summit Stores, LLC, and this correspondence is written in that capacity. Summit Distributing, LLC ("we" or "Summit") and the Town of Gill. ("you" or "Gill") are parties to the Sidewalk Maintenance Agreement, dated November 21, 2016 (the "Agreement"), a copy of which has been attached hereto.

Summit intends to sell certain assets to Majors Management, LLC ("Majors Management") pursuant to an Asset Purchase Agreement dated September 14, 2026 (as the same may be amended, modified, or supplemented from time to time, the "Purchase Agreement"), and it is anticipated that the closing will occur on or about December 15, 2026 (the "Closing"), or at such other time as the parties shall agree upon. In connection with the Purchase Agreement, Summit desires to assign, and Majors Management desires to assume, all of Summit's rights and obligations under the Agreement. In accordance with Section 11 of the Agreement, we respectfully request Gill's approval of and written consent to the assignment of the Agreement to Majors Management.

By signing and returning this letter to the email addresses kcottle@williamsmullen.com and kvance@williamsmullen.com, you consent to Summit Stores, LLC's assignment of the Agreement to Majors Management, LLC effective as of the Closing of the transaction contemplated under the Purchase Agreement.

Your consent will also confirm that the assignment does not constitute a breach of any of the provisions of the Agreement, and that as of the date you sign below, you are not aware that any event of default exists under the Agreement. Finally, your consent will confirm that upon this assignment, the Agreement will continue in full force and effect in accordance with its terms.

SimplyAgree Sign signature packet ID: c90f6970-716d-4078-9792-96fdeedfb080

If you have any questions, please do not hesitate to contact me.

Sincerely,

Kaitlin Cottle

Kaitlin N. Cottle

AGREED:

Town of Gill

By: _____
Name: _____
Title: _____

Date: _____

2017 00003020
Bk: 7009 Pg: 249 Franklin County
Page: 1 of 5 03/29/2017 12:26 PM

Sidewalk Maintenance Agreement
between the
Town of Gill and Summit Distributing, LLC

This Agreement is entered into this 21st day of November 2016, by the Town of Gill (Town) and Summit Distributing, LLC.

RECITALS:

1. The Town of Gill is a duly incorporated municipality in Massachusetts.
2. Summit Distributing, LLC is a limited liability company duly registered to conduct business in Massachusetts, with a principal address of 240 Mechanic Street, Lebanon, NH 03766.
3. Summit Distributing, LLC owns properties in Gill at 23 and 27 French King Highway.
4. Summit Distributing, LLC applied for and received from the Gill Zoning Board of Appeals a Special Permit to remove the existing gas station and one-family home on the two properties and construct a new gas station and convenience store.
5. Summit Distributing, LLC presented, and the Gill Zoning Board of Appeals reviewed and approved a Site Plan for the gas station and convenience store project.
6. A sidewalk is shown on the approved Site Plan that is parallel to French King Highway, a.k.a. Route 2, and located within the state-owned right-of-way for the highway. The sidewalk will allow and encourage pedestrian traffic to the convenience store from the intersection of Main Road and French King Highway.
7. The Massachusetts Department of Transportation (MassDOT), which has jurisdiction over the highway and associated right-of-way, will not approve construction of the sidewalk by Summit Distributing, LLC without first receiving a statement from the Town of Gill accepting responsibility for maintenance of and snow removal from the sidewalk. The MassDOT will not accept a maintenance/snow removal statement directly from Summit Distributing, LLC.
8. The Town of Gill does not currently have bylaws which regulate sidewalks and place responsibility upon property owners for municipal sidewalks in front of their property.
9. The Town of Gill Selectboard, in consultation with the Highway Superintendent, has determined that the Town will provide the statement to the MassDOT only after first receiving a statement from Summit Distributing, LLC in which Summit Distributing, LLC takes responsibility for maintenance of and snow removal from the proposed sidewalk.

IT IS THEREFORE AGREED:

1. Summit Distributing, LLC and its successors and assigns agree to the maintenance of and snow removal from the sidewalk to be constructed in front of the property at 23 & 27 French King Highway and parallel to French King Highway, a.k.a. Route 2.
2. Snow removal shall be completed within 12 hours of the commencement of any snow storm event.
3. Maintenance shall be performed annually or upon notice from the Town of Gill Highway Superintendent. The notice shall contain the work to be performed and the time frame in which it is to be accomplished.
4. Summit Distributing, LLC shall pay for and obtain a performance bond in the amount of $10,000 to ensure snow removal and maintenance of the side walk. The Bond will be maintained for the duration of this Agreement.
5. The term of this Agreement shall be concurrent with the Special Permit granted from the Town of Gill Zoning Board of Appeals.

AGREEMENT CLAUSES

1. TERMINATION: The Town may terminate this Agreement, in whole or in part, in the event of any default by Summit Distributing, LLC. Summit Distributing, LLC shall be given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of the Town's intent to terminate, and (2) an opportunity for consultation with the Town before termination.

2. INDEMNITY: Summit Distributing, LLC will indemnify, and hold the Town and its officials, agents, servants and employees harmless from and against any and all liability including suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees for damage to persons or property of any kind whatsoever arising out of any and all activities to be conducted by Summit Distributing, LLC pursuant to this Agreement.

3. INSURANCE: Summit Distributing, LLC shall, at all times during the Agreement, maintain in full force and effect: Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Clause 3 INDEMNITY. All insurance shall be by insurers and for policy limits acceptable to the Town and, before commencement of work hereunder, Summit Distributing, LLC agrees to furnish the Town with certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

> "This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation of material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Agreement, Summit Distributing, LLC shall carry the following types of insurance in at least the limits specified below:

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Employers' Liability	$500,000
Bodily Injury Liability (except automobile)	$1,000,000 each occurrence $2,000,000 aggregate
Property Damage Liability (except automobile)	$1,000,000 each occurrence $2,000,000 aggregate
Automobile Bodily Injury Liability	$1,000,000 each person $2,000,000 each occurrence
Automobile Property Damage Liability	$1,000,000 each occurrence
Excess Umbrella Liability	$1,000,000 each occurrence

The Town shall be named as an additional insured under the liability and automobile insurance. The general liability insurance policy should contain a broad form general liability endorsement.

4. LICENSE AND FEES: Summit Distributing, LLC shall obtain all licenses and permits (other than the license and permit granted by the Agreement) required to conduct the activities pursuant to this Agreement and shall promptly pay all fees, taxes or other state or municipal costs necessary for said licenses, permits or activities.

5. NONDISCRIMINATION: Summit Distributing, LLC shall not discriminate against any person because of race, color, religious creed, national origin, gender, age, ancestry, handicap, gender identity, veterans status, sexual orientation or any other protected class under the law.

6. COMPLIANCE WITH LAWS: Summit Distributing, LLC shall conduct operations under this Agreement in compliance with all applicable laws, regulations, rules, by-laws and codes of the local, state and federal government.

7. ACCESS TO RECORDS: Summit Distributing, LLC will make all books, accounts, data, records, reports, files and other papers required to be kept or kept in the course of the work to be performed under this Agreement available at all reasonable times for inspection, review and audit by the Town or its authorized representative.

8. RIGHTS AND REMEDIES: The Town's rights and remedies provided in this Agreement are in addition to any other rights and remedies provided by law.

9. JURISDICTION: This Agreement shall be interpreted by the laws of the Commonwealth of Massachusetts and any suit brought pursuant to this Agreement shall be commenced only therein.

10. MODIFICATION, WAIVER OR CHANGE: No modifications, waiver or change shall be made to this Agreement except as may be mutually agreed upon in writing by all parties hereto.

11. ASSIGNMENT: The Town and Summit Distributing, LLC recognize that each has a substantial interest in having the other perform or control the acts required of it by this Agreement. Neither party shall perform its duties through a delegate nor assign its interest under this Agreement without the written consent of the other. Nothing herein shall be construed to prevent an assignor's due performance of its entire obligation.

12. SUCCESSORS AND ASSIGNS: The Town and Summit Distributing, LLC each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

13. ENTIRE UNDERSTANDING: This Agreement represent the entire understanding of the parties with respect to the subject matter herein, and neither party is relying upon any representation not contained herein.

14. SEVERABILITY: In the event that any provision of this Agreement shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions

of this Agreement or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

This Agreement shall be recorded by Summit Distributing, LLC at the Franklin County Registry of Deeds.

Ray Purington
as authorized by the Selectboard
Town of Gill

Thomas J. Frawley, President
Summit Distributing, LLC

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS

On this 21st day of November, 2016, before me, the undersigned notary public, personally appeared, Ray Purington, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose.

Veronica A. La Chance
Notary Public
My Commission Expires:

VE[illegible]ANCE
COM[illegible]ASSACHUSETTS
[illegible] Expires
[illegible] 2017

STATE OF NEW HAMPSHIRE

GRAFTON, SS

On this 28th day of November, 2016, before me, the undersigned notary public, personally appeared, Thomas J. Frawley, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose.

Kimberli A. Smith
Notary Public
My Commission Expires:

KIMBERLI A. SMITH
Notary Public-New Hampshire
My Commission Expires
October 07, 2020

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 30th day of November, 2026 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 Green Gold Group, Inc., 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 60 Prospect Street, North Brookfield, MA 01535 (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. 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.

D. 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.

E. 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.

F. 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: Green Gold Group, Inc.
60 Prospect Street
North Brookfield, MA 01535
Attn: Legal

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	Green Gold Group, Inc.
_____	_____
Ray Purington Town Administrator	Rafael Aronov CEO
Date of Signature: _____	Date of Signature: _____
Duly authorized by vote of the Gill Selectboard on November 30, 2026	