

**TOWN OF CONCORD  
SELECT BOARD  
AGENDA  
FEBRUARY 1, 2021  
4:00 PM  
VIDEO CONFERENCE CALL**

Join Zoom Meeting

<https://us02web.zoom.us/j/84092395810?pwd=TnMyWmprWHBlA21CczdQM0EvWVVFZz09>

Meeting ID: 840 9239 5810

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#	Agenda Item
1.	Call to Order
2.	Consent Agenda - Minutes to approve: December 7, 2020; December 21, 2020; December 28, 2020
3.	Town Manager's Report
4.	Chair's Remarks
5.	COVID-19 Vaccine Update and Roll-out Challenges – Health Director Susan Rask
6.	Review Innholder License Application by Best Western Hotel LLC, d/b/a Best Western at Historic Concord, located at 740 Elm Street
7.	Public Hearing: Application for a New On-Premises Section 12 Wines and Malt Beverages Annual License by RK Wing Corp, d/b/a Rossini's Pizzeria and Restaurant located at 206 Fitchburg Turnpike
8.	Discuss Patriots' Day Celebrations
9.	Letter to Request Commemorative Stamps for 250 <sup>th</sup> Celebration
10.	Review Semiquincentennial Celebration Committee Charge
11.	Committee Nominations
12.	Committee Appointments: Joseph Rogers of 20 Tracy Street to the Agriculture Committee as an Associate Member for a term to expire April 30, 2022
13.	Committee Liaison Reports
14.	Miscellaneous Correspondence
15.	Public Comments
16.	Adjourn to Executive Session, not to return to open session, with respect to non-union contract negotiations for the Town Manager, as an open meeting may have a detrimental effect on the negotiating position of the Town, and the chair so declares.

**Town of Concord  
Select Board  
December 7, 2020  
Minutes**

Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting via video conference call on December 7, 2020 at 4:00pm.

Present were Linda Escobedo, Chair; Susan Bates, Clerk; Terri Ackerman, Jane Hotchkiss, and Matthew Johnson. Also present was Stephen Crane, Town Manager.

**Call to Order**

Select Board Chair Linda Escobedo called the meeting to order at 4:00pm.

**Roll call vote**

Ms. Escobedo: Present  
Ms. Ackerman: Present  
Ms. Bates: Present  
Ms. Hotchkiss: Present  
Mr. Johnson: Present

**Consent Agenda**

Minutes to approve: November 2, 2020 Executive Session (not to be released);  
November 9, 2020

Upon a motion duly made and seconded, it was UNANIMOUSLY  
**VOTED:** to approve the consent agenda.

**Roll call vote**

Ms. Escobedo: Aye  
Ms. Ackerman: Aye  
Ms. Bates: Aye  
Ms. Hotchkiss: Aye  
Mr. Johnson: Aye

**Town Manager's Report**

Mr. Crane reported that the Library is going back to only providing curbside pickup for materials until further notice due to the increase of COVID-19 cases in the state and in the community.

The Board of Health was recently informed that a number of staff at the restaurant Fiorella's tested positive for COVID-19 between November 23-27<sup>th</sup>, and at Sorrento's from November 26<sup>th</sup>-29<sup>th</sup>. Mr. Crane advised residents to contact the [Health Department](#) if you developed symptoms or tested positive after visiting one of these restaurants during these dates.

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**Chair's Remarks**

Ms. Escobedo read a statement regarding the Estabrook Road lawsuit, which residents can find on the [Town website](#).

**Public Hearing: Application by National Grid for Grant of Location to install and maintain approximately 2173 feet of 12-inch gas main on Walden Street.**

Upon a motion duly made and seconded, it was UNANIMOUSLY **VOTED:** to open the public hearing.

**Roll call vote**

Ms. Escobedo: Aye  
Ms. Ackerman: Aye  
Ms. Bates: Aye  
Ms. Hotchkiss: Aye  
Mr. Johnson: Aye

Attorney David Waterfall attended on behalf of National Grid, and attorney Walter Fossett attended on behalf of the Town. Mr. Crane reported that the conditions as presented in the Select Board [meeting materials](#) reflect the negotiations that have occurred between meetings amongst members of Concord Public Works and National Grid. Town Engineer Stephen Dookran recommended the Select Board approve the project with the conditions as specified in their meeting materials.

Upon a motion duly made and seconded, it was UNANIMOUSLY **VOTED:** to close to public hearing.

**Roll call vote**

Ms. Escobedo: Aye  
Ms. Ackerman: Aye  
Ms. Bates: Aye  
Ms. Hotchkiss: Aye  
Mr. Johnson: Aye

Upon a motion duly made and seconded, it was 4-1 **VOTED:** to approve the application by National Grid for Grant of Location to install and maintain approximately 2173 feet of 12-inch gas main on Walden Street, with conditions as specified in the memo from Concord Public Works to the Select Board dated December 4, 2020.

**Roll call vote**

Ms. Escobedo: Aye

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Ms. Ackerman: Nay  
Ms. Bates: Aye  
Ms. Hotchkiss: Aye  
Mr. Johnson: Aye

**APP #63 Update: New Fleet Electrification Policy**

Sustainability Director Kate Hanley attended to present a proposed update to the Town's Sustainable Fleet Policy. This policy would replace the existing Fuel Efficient Vehicle Policy adopted in 2013. The goal of this policy is to govern the replacement and purchase of all non-exempt municipal vehicles with the most sustainable vehicle option, as defined by [the policy](#).

Ms. Hanley will incorporate the feedback received from the Select Board into the draft policy and return to a future meeting to seek final approval.

**Official Annual Town Meeting Calendar**

Town Clerk Kaari Tari attended to discuss significant dates to plan for up until 2021 Town Meeting. The Town Caucus is currently scheduled for January 25<sup>th</sup>. Concord is one of thirteen communities required to hold an in-person Town Caucus. The Select Board will seek relief from this requirement by requesting special legislation to exempt the Town due to concerns regarding COVID-19.

The Town Election is currently scheduled for March 25, 2021. The deadline for registration for this election is March 5, 2021.

The Select Board will set a final meeting calendar at a future meeting once it is determined whether or not the Town will be required to hold the Town Caucus.

**Select Board FY21 Action Plan**

Ms. Escobedo sent out a [draft action plan](#) to Select Board members ahead of the meeting. Ms. Escobedo stated that the goal of developing an action plan is to keep track of what the Select Board has accomplished, aims to accomplish, and to anticipate and adapt to needs in Town operations throughout the fiscal year.

The Select Board members will review the draft action plan and finalize it at an upcoming meeting.

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**Committee Nominations**

There were no committee nominations.

**Committee Appointments:**

Upon a motion duly made and seconded, it was UNANIMOUSLY  
**VOTED:** to appoint Christa Collins of 55 Highland Street, Sue Felshin of 19 Sunnyside Lane, Robert Hartman of 16 Concord Greene, and Harry Bartlett of 95 Conant Street to the Junction Village Open Space Task Force for terms to expire on April 30, 2021.

**Roll call vote**

Ms. Escobedo: Aye  
Ms. Ackerman: Aye  
Ms. Bates: Aye  
Ms. Hotchkiss: Aye  
Mr. Johnson: Aye

**Committee Liaison Reports**

Ms. Bates attended the Planning Board on November 24, where they finalized their recommendations to the ZBA regarding the 13b Commonwealth Avenue development. The Planning Board also discussed their goals for the year. The Trails Committee met and discussed issues that have been raised with cycling in the cemetery. The Personnel Board met and discussed the classification plan approved at Town Meeting, and will be reviewing their charge at a future meeting.

Ms. Hotchkiss attended the Natural Resources Commission, where the most significant discussion was surrounding the notice of intent by the Westchester Company on lot 2A on Keuka Road. This will be discussed more at a future meeting. NRC received a notice of intent for 150 Garfield Road. Ms. Hotchkiss attended a multi-town gas leak initiative meeting, where they discussed a pilot project, which would deploy geothermal heating across neighborhoods in Massachusetts and would be applicable to new and extensive review of the Jenny Dugan historic district public meeting that was held two weeks prior.

Ms. Ackerman reported that the Capital Planning Task Force is inviting residents to attend a public forum at 7:00pm on December 9<sup>th</sup>. The Public Works Commission met and discussed their planning efforts for clearing the roads in the event of a snowstorm. The Bruce Freeman Rail Trail Advisory Committee has two vacancies. Residents can submit their interest for Town boards and committees on the [website](#).

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Mr. Johnson reported that the Community Preservation Committee began deliberating on their funding recommendations at their last meeting, and will be taking into consideration the Select Board and Town Manager recommendations at their next meeting. The Housing Authority Board met and approved a PILOT agreement that is coming along with the re-characterization of their units into an LLC. There are three elected positions with the Housing Authority that will be filled in the 2021 Town Election. The NMI-Starmet Committee met and discussed their new draft report and recommendations for changes to the concluding section. The Select Board will likely hear their final report in the spring.

Ms. Escobedo attended the HATS committee, where they discussed the state's economic response to the COVID-19 Pandemic. Ms. Escobedo attended the School Committee, where they have been bringing in teachers and students to discuss the anti-racism and inclusion trainings that have taken place. The School Committee began a discussion on offering early retirement incentives, and will continue that discussion at an upcoming meeting.

**Miscellaneous Correspondence**

The Select Board received correspondence from an abutter to Estabrook Trail regarding alleged violations by residents using the trail. There was also additional correspondence on the National Grid application the board reviewed at tonight's meeting.

**Public Comments**

There were no public comments.

**Adjourn**

Upon a motion duly made and seconded, it was UNANIMOUSLY

**VOTED:** to adjourn.

**Roll call vote**

Ms. Escobedo: Aye  
Ms. Ackerman: Aye  
Ms. Bates: Aye  
Ms. Hotchkiss: Aye  
Mr. Johnson: Aye

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**Minuteman Media Network Coverage:**

<https://www.youtube.com/watch?v=xWBALnsQSfs>

**Meeting Documents:**

<https://concordma.gov/DocumentCenter/View/27143/December-7-SB-Packet>

DRAFT

**Town of Concord  
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December 21, 2020  
Minutes**

Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting via video conference call on December 21, 2020 at 4:00pm.

Present were Linda Escobedo, Chair; Susan Bates, Clerk; Terri Ackerman, Jane Hotchkiss (joined at 4:02pm), and Matthew Johnson. Also present was Stephen Crane, Town Manager.

**Call to Order**

Select Board Chair Linda Escobedo called the meeting to order at 4:00pm.

**Roll call vote**

Ms. Escobedo: Present  
Ms. Ackerman: Present  
Ms. Bates: Present  
Ms. Hotchkiss: Not Present  
Mr. Johnson: Present

**Consent Agenda**

-Town Accountants Warrants December 17, 2020; December 18, 2020

Upon a motion duly made and seconded, it was UNANIMOUSLY  
**VOTED:** to approve the consent agenda.

**Roll call vote**

Ms. Escobedo: Aye  
Ms. Ackerman: Aye  
Ms. Bates: Aye  
Ms. Hotchkiss: Aye  
Mr. Johnson: Aye

**Town Manager's Report**

Mr. Crane reported that Concord Public Works responded effectively to Thursday's nor'easter and cleared all of the snow from the business districts by Saturday evening.

The Town's notice of intent regarding work on Nagog Pond was approved and work will begin shortly.

Mr. Crane added the Town of Concord's support to [a letter](#) from Metropolitan Area Planning

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Council in support of additional economic relief from the state.

Concord Municipal Light Plant has developed a [decarbonization plan](#). Director Dave Wood will come before the Select Board at a future meeting to present the plan.

There was a White Pond forum to receive public input on the project. Mr. Crane credited Deputy Town Manager Kate Hodges for effectively integrating public feedback into the project, and for her ability to communicate key aspects of the project to the public.

Mr. Crane reported that he will have a presentation for the Select Board on the use of CARES Act funding that the Town received at an upcoming meeting.

The Town is looking to set up a regional first responder's vaccination clinic, and are looking to hold this at the Concord-Carlisle High School parking lot. The Town is currently in discussions with surrounding communities and Health Director Susan Rask is preparing an application to the state to hold a vaccination clinic for 450 first responders. The state requirement to hold a first responder's vaccination clinic is 200.

**Chair's Remarks**

Ms. Escobedo thanked Town departments for an effective response to the nor'easter that took place on Thursday.

Ms. Escobedo reminded the public of the importance of following public health guidance: wearing a mask, maintaining social distance, and frequently washing your hands.

In the upcoming Town election on March 25<sup>th</sup>, 2021, there will be two open seats on the Select Board, two on the School Committee, and three on the Housing Authority Board. Residents can find more information about the nomination process and the election on the [Town website](#).

**Joint Meeting with Concord Housing Authority Board to fill current CHA Board Vacancy**

The Select Board and Housing Authority Board held a joint meeting in order to fill a seat set to expire at the end of 2021 Town Meeting. This seat will be filled for a two year term in the [2021 Town Election](#).

**Roll call vote**

Rick Eifler: Present

Edward Jarner: Present

Stephen Dirrane: Present

Hester Schnipper: Not Present

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The Concord Housing Authority Board is recommending that the Select Board fill the vacancy through 2021 Town Meeting with Charles Phillips. Mr. Phillips qualifications were listed in the [meeting materials](#).

Upon a motion duly made and seconded, it was UNANIMOUSLY

**VOTED:** to appoint Charles Phillips of 65 Fairhaven Road to the Concord Housing Authority Board to fill an unexpired term set to expire at the end of 2021 Town Meeting.

**Roll call vote**

Ms. Escobedo: Aye

Ms. Ackerman: Aye

Ms. Bates: Aye

Ms. Hotchkiss: Aye

Mr. Johnson: Aye

**Roll call vote**

Rick Eifler: Aye

Edward Iarner: Aye

Stephen Dirrane: Aye

Upon a motion duly made and seconded, it was UNANIMOUSLY

**VOTED:** to close the joint meeting.

**Roll call vote**

Rick Eifler: Aye

Edward Iarner: Aye

Stephen Dirrane: Aye

**Committee Nominations**

There were no committee nominations.

**Committee Appointments:**

Upon a motion duly made and seconded, it was UNANIMOUSLY

**VOTED:** to appoint Dorcas Miller of 75 White Avenue to the Bruce Freeman Rail Trail Advisory Committee for a term to expire on April 30, 2023. Annemarie Altman of 247 Laws Brook Road to the Conservation Restriction Stewardship Committee for a term to expire on April 30, 2023. Scott Wood of 241 Barretts Mill Road to the Climate Action Advisory Board for a term to expire April 30, 2023. Robert Norton of 189 Conant Street to the Public Ceremonies & Celebrations Committee for a term to expire April 30, 2025.

**Roll call vote**

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Ms. Escobedo: Aye  
Ms. Ackerman: Aye  
Ms. Bates: Aye  
Ms. Hotchkiss: Aye  
Mr. Johnson: Aye

**Committee Liaison Reports**

Ms. Bates attended the Conversation Restriction Stewardship Committee, where they introduced a new member. The Economic Vitality Committee met, and discussed ways to help the business community during the winter months following the holiday season. The Personnel Board began to discuss the future role of the board by reviewing bylaws, their charter, and the history of the board. Ms. Bates noted that this conversation of the Personnel Board's role will take place over several meetings. The Council on Aging is in need of two associate members. These members serve one-year terms. The COA Board discussed tax-filling assistance for seniors during the COVID-19 Pandemic.

Ms. Ackerman attended the Concord Municipal Light Board meeting, where they are preparing to implement smart meters. The Library Committee is working on developing a 5-year sustainability plan aligned with Envision Concord. The Capital Planning Task Force held a public hearing, and will be putting together a final report this spring.

Ms. Hotchkiss attended the Climate Action Advisory Board, and the White Pond public forum on December 16<sup>th</sup>. CAAB discussed the sustainable fleet policy, as well as the CMLP decarbonization plan. There was also a Rocky Mountain Institute update on the accelerator. The Commission on Disability met, and discussed the Library parking plan, deaf and hard of hearing accommodations at Town facilities, parking at 136 Sudbury Road, and the potential addition of handicap parking spaces at the bottom of the hill at White Pond. Ms. Hotchkiss noted that at the White Pond public forum, although there was an acknowledgement the Town is listening to resident concerns, there is still a concern about parking spaces, the length and appropriateness of the path, the location of the guard shack, the location of parking spaces, and the need for accurate tree flagging.

Mr. Johnson attended the Community Preservation Committee, where they reviewed the Select Board's funding priorities, and updated their provisional funding recommendations to reflect the latest information they have received on the projects. The CPC will meet in January to finalize their recommendations. The Middle School Building Committee presented an updated project timeline, which suggests a move-in date for the 2025-2026 school year, as opposed to the original move-in date of 2023-2024 that was set before the COVID-19 Pandemic. Mr. Johnson noted that this conservative schedule gives the Town the opportunity to move things up where possible. The Public Access Advisory Committee met and hosted a Comcast representative, who reported that their revenues are flat, and did not provide a prognostication for future revenues. PAAC finalized their annual report submission. PAAC expressed interest in discussing changes

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to their charter with the Select Board in the future. The Zoning Board of Appeals approved the 13B Commonwealth Avenue project, which includes eight rental units, two of which will be income-restricted affordable units.

Ms. Escobedo met with the Tax Fairness Committee, where they submitted testimony for their home rule petitions approved at 2020 Town Meeting. The Joint Committee on Consumer Protection and Professional Licensure reviewed the one-day special liquor license home rule petition filed by the Town following 2020 Town Meeting. The School Committee met and approved an early retirement incentive. The Finance Committee Debt Subcommittee issued their final report to the Finance Committee.

**Miscellaneous Correspondence**

Ms. Escobedo reported that there has been significant correspondence regarding alleged misuse of Estabrook Trail by residents from one of the abutters of Estabrook Road.

**Public Comments**

Mark Gailus of 62 Prescott Road stated that White Pond is a precious resource in town, and it is important to get this project right. Mr. Gailus asked if the updated TIF Agreement could be posted to the Town website.

**Adjourn**

Upon a motion duly made and seconded, it was UNANIMOUSLY  
**VOTED:** to adjourn.

**Roll call vote**

Ms. Escobedo: Aye  
Ms. Ackerman: Aye  
Ms. Bates: Aye  
Ms. Hotchkiss: Aye  
Mr. Johnson: Aye

**Minuteman Media Network Coverage:** <https://www.youtube.com/watch?v=ZMvMZ6DG12A>

**Meeting Documents:** <https://concordma.gov/DocumentCenter/View/27245/December-21-SB-Packet>

**Town of Concord  
Select Board  
December 28, 2020  
Minutes**

Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting via video conference call on December 28, 2020 at 4:00pm.

Present were Linda Escobedo, Chair; Susan Bates, Clerk; Terri Ackerman, Jane Hotchkiss, and Matthew Johnson. Also present was Stephen Crane, Town Manager.

**Call to Order**

Select Board Chair Linda Escobedo called the meeting to order at 4:00pm.

**Roll call vote**

Ms. Escobedo: Present  
Ms. Ackerman: Present  
Ms. Bates: Present  
Ms. Hotchkiss: Present  
Mr. Johnson: Present

**Consent Agenda**

- Town Accountants Warrants December 24, 2020

Upon a motion duly made and seconded, it was UNANIMOUSLY **VOTED:** to approve the consent agenda.

**Roll call vote**

Ms. Escobedo: Aye  
Ms. Ackerman: Aye  
Ms. Bates: Aye  
Ms. Hotchkiss: Aye  
Mr. Johnson: Aye

**Town Manager's Report**

Town Manager Stephen Crane reported that the Town has been focused on COVID-19 vaccination planning and submitting special legislation to the state requesting that the Town be relieved of the requirement to hold an in-person Town Caucus, and would refer to those agenda items for further discussion.

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**Chair's Remarks**

Select Board Chair Linda Escobedo encouraged residents who are looking for meaningful ways to participate in their community to volunteer to serve on a board or committee. Residents can indicate their interest in serving on a board or committee by [submitting a Green Card on the Town website](#).

**COVID-19 Vaccination Planning**

Mr. Crane and Fire Department Chief Tom Judge have been in discussions with Concord-Carlisle High School to hold a regional first responder's vaccination clinic in their lower parking lot. The Town has an emergency vaccine distribution plan created during the 2009 H1N1 Pandemic, and the school is identified as the site. Since it has been awhile since the plan was created, Mr. Crane and Mr. Judge presented the plan to the School Committee and discussed ways to ensure that the plan would not interfere with school operations. Mr. Judge and Mr. Crane contacted the counterparts in Carlisle, Bedford, Lincoln, Maynard and Sudbury, amounting to a coalition of over 400 first responders. The state requirement to hold a vaccination clinic is 200. Health Director Susan Rask submitted an application to the state.

Mr. Judge reported that they expect the first doses to be administered at the site as early as the second week of January 2021. Mr. Judge also noted that the Town is preparing for the municipal health departments to be largely responsible for administering vaccinations. Running the first responders vaccination clinic will be a test run as we move to public vaccinations in [phase 2 and phase 3 of the state's vaccine distribution timeline](#) in the coming months. The Town will be receiving and distributing the [Moderna COVID-19 Vaccine](#) at the first responder's clinic.

**Consider Reserving Curbside Parking Spaces for Restaurant Takeout**

Mr. Crane noted that the Town has been considering ways to support the business community in January and February, which are anticipated to be challenging months for businesses amidst the Pandemic. The Town had shied away from reserving curbside pickup spaces for restaurant takeout because of concerns about displacing customers from other establishments. When the Governor announced [new capacity restrictions effective December 26](#), Mr. Crane reached out to the Concord Chamber of Commerce and Concord Business Partnership to gauge support of reserving restaurant pickup spaces in front of businesses, and received a positive response for this measure.

Mr. Crane is requesting that the Select Board grant him the authority to work with Town staff and local restaurants to develop a plan for signage for those restaurants that want one.

Ms. Escobedo noted the support for this measure she received from members of the Concord Business Partnership. Ms. Hotchkiss pointed out that the Select Board vote should define the temporary nature of this program so that it doesn't last beyond the end of the COVID-19

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Pandemic.

Upon a motion duly made and seconded, it was UNANIMOUSLY

**VOTED:** to authorize the Town Manager to develop and implement a temporary program for reserving parking spaces for restaurant takeout.

**Roll call vote**

Ms. Escobedo: Aye  
Ms. Ackerman: Aye  
Ms. Bates: Aye  
Ms. Hotchkiss: Aye  
Mr. Johnson: Aye

**Letter Requesting Special Legislation Regarding Town Caucus**

Ms. Escobedo reported that Concord is one of 13 communities in Massachusetts required to hold an in-person Town Caucus. Given the need to avoid large gatherings, the Town is looking to seek relief from this requirement by way of requesting special legislation from the state. Bedford has submitted a letter to the Governor with a similar request. A draft letter to the Governor from the Select Board was included in the [meeting materials](#).

Ms. Ackerman asked what the process would be without a Town Caucus. Ms. Escobedo replied that if the caucus was cancelled, candidates would file their nomination papers with a minimum of 10 signatures. If the legislation is not passed, candidates would need at least 50 signatures on their nomination papers.

Upon a motion duly made and seconded, it was UNANIMOUSLY

**VOTED:** to send a letter to Governor Charlie Baker requesting special legislation to authorize the Concord Select Board to cancel the in-person Town Caucus in 2021.

**Roll call vote**

Ms. Escobedo: Aye  
Ms. Ackerman: Aye  
Ms. Bates: Aye  
Ms. Hotchkiss: Aye  
Mr. Johnson: Aye

**Annual License Renewals**

Senior Administrative Assistant Jeremy Romanul provided the Select Board with a [list of annual license renewal applications](#) that were successfully completed. Mr. Romanul read the list of establishments who applied to renew their annual liquor licenses, common victualler licenses, class II used car dealer's licenses, weekday entertainment licenses, and innholder licenses.

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Upon a motion duly made and seconded, it was UNANIMOUSLY

**VOTED:** to renew the 2021 annual liquor licenses, common victualler licenses, class II used car dealer's licenses, weekday entertainment licenses, and innholder licenses as listed in the memo dated December 24, 2021.

**Roll call vote**

Ms. Escobedo: Aye

Ms. Ackerman: Aye

Ms. Bates: Aye

Ms. Hotchkiss: Aye

Mr. Johnson: Aye

**Committee Nominations**

There were no committee nominations.

**Committee Liaison Reports**

Ms. Bates attended the Planning Board, where they discussed the 16-unit subdivision on 1440 Main Street. They also discussed the lots for affordable housing for open space, and voted to reserve lots A-1 and A-6 for recreation or open space, and lots 7, 13 and 16 for affordable housing. The Planning Board also discussed that the town only has an earth removal bylaw, whereas other communities have an earth removal and fill bylaw, and may submit a warrant article to add a fill bylaw, as well as a PRD density bonus bylaw.

Ms. Escobedo attended the CCHRS vaccine distribution planning meeting, which was covered thoroughly at this Select Board meeting.

Mr. Johnson, Ms. Hotchkiss, and Ms. Ackerman did not have any board or committee meetings due to the Christmas holiday.

**Miscellaneous Correspondence**

The Select Board received correspondence from an abutter of Estabrook Trail with complaints about individuals not following the rules as posted.

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Minutes  
Public Comments**

There were no public comments.

**Adjourn**

Upon a motion duly made and seconded, it was UNANIMOUSLY  
**VOTED:** to adjourn.

**Roll call vote**

Ms. Escobedo: Aye

Ms. Ackerman: Aye

Ms. Bates: Aye

Ms. Hotchkiss: Aye

Mr. Johnson: Aye

**Minuteman Media Network Coverage:** <https://www.youtube.com/watch?v=hTHgnVloTIU>

**Meeting Documents:** <https://concordma.gov/DocumentCenter/View/27288/December-28-SB-Packet>

**APPLICATION FOR LODGING HOUSE OR INNHOLDER**

Name: BW Concord Hotel LLC DBA Best Western

Address: 740 ELM ST CONCORD, MA 01742

Owner Telephone Number: (978) 369-6100

Owner's Business Address: 83 Hartwell Ave, Suite 100, Lexington, MA 02421

Owner's Business Telephone Number: (781) 863-8500

Firm or Trade Name: Best Western

Business Name (d/b/a) if different: \_\_\_\_\_

If applicant is a corporation or trust:  
List the titles of all officers, the manager, and all members of the board of directors.

Title:	Full Name	Home Address
manager	NAVIN PATEL	30 winter st, Lexington MA 02420
Member	Ashok PATEL	30 winter st, Lexington MA 02420
Member	NIKUL PATEL	30 winter st, Lexington MA 02420

Location of Property: 740 ELM ST

Floors: 2 Number of Stories: 1

Former Licensee - Name and address: \_\_\_\_\_

Name of Manager: Samantha Cummings

Name of Assistant Manager: \_\_\_\_\_

List Experience of Manager:

<u>General Manager</u>	Years: <u>4</u>
<u>Front office manager</u>	Years: <u>7</u>

List Experience of Assistant Manager:

_____	Years: _____
_____	Years: _____

What other property does owner have within Commonwealth of Massachusetts?

\_\_\_\_\_

Number of Rooms to Rent: 105 Number on Each Floor: First 53 Second 52 Third \_\_\_\_\_ Fourth \_\_\_\_\_

Total Number of Occupants that can be Accommodated 292 Present Number 39

Cooking facilities in Individual Rooms Yes: \_\_\_\_\_ No:

Specify: \_\_\_\_\_

**Check if Property has the following:**

- Chain Ladder
  - Attach floor plan
  - If fire sprinklers are in building - provide proof of annual testing/ preventive maintenance
  - If fire alarm system in building - provide proof of annual testing/ preventive maintenance
  - Fire Escapes How Many \_\_\_\_\_ Location \_\_\_\_\_
  - Provide copy of emergency escape plan for each floor
  - Staircases How Many 5 Location \_\_\_\_\_
  - Smoke Detectors
  - Fire Detectors
  - Fire Extinguishers How Many 12 What Class-List \_\_\_\_\_
  - Provide proof of fire extinguisher testing/ maintenance
  - Carbon monoxide alarms
  - Community Kitchen How Many \_\_\_\_\_ Location \_\_\_\_\_
  - Bathroom How Many \_\_\_\_\_ Location \_\_\_\_\_
  - Rubbish Removal  Daily  Weekly  Monthly
- Name of Rubbish Removal Company: Waste Management
- Maintenance of Outside Areas: JV Landscaping
- Name of Company: \_\_\_\_\_

Parking Facilities:  On Street  Off Street  Garage

For How Many Vehicles \_\_\_\_\_ Total Number of Vehicles of Tenants \_\_\_\_\_

Signature of Applicant H Patel

Date 01/06/21

**APPROVAL AND DATES**

<b>POLICE DEPARTMENT:</b>	<u>Approved</u>	DATE	<u>1/7/21</u>
<b>FIRE DEPARTMENT:</b>	<u>Approved</u>	DATE	<u>1/7/21</u>
<b>BUILDING INSPECTOR:</b>	<u>Approved</u>	DATE	<u>1/7/21</u>
<b>HEALTH DEPARTMENT:</b>	<u>Approved</u>	DATE	<u>1/7/21</u>
<b>SELECT BOARD:</b>	_____	DATE	_____
<b>ADDITIONAL COMMENTS:</b>	_____	DATE	_____



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
 www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

CONCORD, MA

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	§12 Restaurant	Wines and Malt Beverages	Annual

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

WE ARE APPLYING FOR A NEW LIQUOR LICENSE TO REPLACE THE PREVIOUS LICENSE FOR OUR PIZZERIA AND RESTAURANT AS THE RESULT OF A CHANGE IN CORPORATE OWNERSHIP FROM CARNEIRO RESTAURANT CORP TO RK WING CORP. THE THEME OF OUR BUSINESS OPERATION WILL BE TO CONTINUE TO PROVIDE A QUALITY CASUAL DINING TAKE OUT AND EAT IN RESTAURANT UNDER THE SAME DBA NAME OF ROSSINI'S PIZZERIA AND RESTAURANT.

Is this license application pursuant to special legislation?



Yes



No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name	RK WING CORP		FEIN	82-3858468
DBA	ROSSINI'S PIZZERIA AND RESTAURANT	Manager of Record	LECILIA B DE SOUZA	
Street Address	206 FITCHBURG TPKE, CONCORD, MA 01742			
Phone	978-371-3280	Email	rossinispizzeria@hotmail.com	
Alternative Phone	978-804-7800	Website	rossiniseasy.com	

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

RETAIL RESTAURANT OPERATION HAS ONE MAIN FLOOR WITH AN ENTRANCE/EXIT FOR CUSTOMERS AND A SECONDARY ENTRANCE/EXIT IN THE BACK OF THE KITCHEN IN CASE OF EMERGENCY. TOTAL MAIN FLOOR SQ. FOOTAGE IS 680 SQ. FEET WITH INSIDE SEATING ONLY.

Total Square Footage:	680	Number of Entrances:	2	Seating Capacity:	21
Number of Floors	1	Number of Exits:	2	Occupancy Number:	21

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:	RAFAEL KLIPP BORGES	Phone:	978-804-7800
Title:	PRESIDENT	Email:	rafklipp@hotmail.com

**APPLICATION FOR A NEW LICENSE**

**5. CORPORATE STRUCTURE**

Entity Legal Structure	<input type="text" value="Corporation"/>	Date of Incorporation	<input type="text" value="Jan 3, 2018"/>
State of Incorporation	<input type="text" value="Massachusetts"/>	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

**6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST**

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:  
**On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers** - At least 50% must be US citizens;  
**Off Premises(Liquor Store) Directors or LLC Managers** - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
<b>LECILIA B DE SOUZA</b>	20 VINCENT AVE., LANCASTER, MA 01523	[REDACTED]	04/15/1977

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
CLERK AND DIRECTOR	0	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<b>RAFAEL KLIPP BORGES</b>	20 VINCENT AVE., LANCASTER, MA 01523	[REDACTED]	11/04/1982

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
PRESIDENT AND DIRECTOR	100	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached?  Yes  No

**CRIMINAL HISTORY**

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.  Yes  No

# APPLICATION FOR A NEW LICENSE

## 6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

## 6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

## 6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

## 7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name THOMAS G. TARANTO

Landlord Phone 617-901-9537

Landlord Email ttaranto@aol.com

Landlord Address 1624 SUDBURY ROAD, CONCORD, MA 01742

Lease Beginning Date 10/01/2019

Rent per Month 4000

Lease Ending Date 09/30/2024

Rent per Year 48000

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes  No

## APPLICATION FOR A NEW LICENSE

### 8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	250000
C. Other * (Please specify below)	
D. Total Cost	250000

\*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

### SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
RAFAEL KLIPP BORGES	10000
NATHALIA KLIPP ELIAS	65000
Total:	75000

### SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
CARNEIRO RESTAURANT CORP	175000	PROMISSORY NOTE	<input checked="" type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

### FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

A PROMISSORY NOTE IN THE AMOUNT OF \$175,000 PAYABLE TO CARNEIRO RESTAURANT CORP OR GILBERT ALMEIDA FROM RK WING CORP OR RAFAEL KLIPP BORGES.

### 9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge?  Yes  No

Please indicate what you are seeking to pledge (check all that apply)  License  Stock  Inventory

To whom is the pledge being made?

# 10. MANAGER APPLICATION

## A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name  Date of Birth  SSN

Residential Address

Email  Phone

Please indicate how many hours per week you intend to be on the licensed premises

## B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?\*  Yes  No \*Manager must be a U.S. Citizen  
If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.  
Have you ever been convicted of a state, federal, or military crime?  Yes  No  
If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

## C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
05/13/2009	12/31/2018	WAITRESS, MANAGER	CARNEIRO RESTAURANT CORP	RAFAEL KLIPP BORGES
01/02/2019		WAITRESS, MANAGER	RK WING CORP	RAFAEL KLIPP BORGES

## D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action?  Yes  No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature  Date



The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358

www.mass.gov/abcc Alternate Manager of Record

Change of License Manager

1. BUSINESS ENTITY INFORMATION

Entity Name

Municipality

ABCC License Number

RK WING CORP

CONCORD, MA

2. APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name

Title

Email

Phone

RAFAEL KLIPP BORGES

OWNER

rafklipp@hotmail.com

978-371-3280

3A. MANAGER INFORMATION

The individual that has been appointed to manage and control of the licensed business and premises.

Proposed Manager Name Uziel Vasconcelos DeSouza

Date of Birth 11/22/1973

SSN

Residential Address 881 Franklin Street, Wrentham MA 02093

Email vasconcelos222009@hotmail.com

Phone 508-361-8699

Please indicate how many hours per week you intend to be on the licensed premises 25

Last-Approved License Manager

3B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?\*

Yes  No \*Manager must be U.S. citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers. Have you ever been convicted of a state, federal, or military crime?

Yes  No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

3C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
04/14/2000	11/30/2013	Manager	Victorias Cucina Italiana	
12/01/2013	present	Manager	Mouras landscape and Construction	Eder Moura

3D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action?  Yes  No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature

Date

03-03-20

# 11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?  
 If yes, please fill out section 11.

Yes  No

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

**IMPORTANT NOTE:** A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

## 11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name  Address  Phone

Name of Principal  Residential Address  SSN  DOB

Title and or Position  Percentage of Ownership  Director  Yes  No  
 US Citizen  Yes  No MA Resident  Yes  No

Name of Principal  Residential Address  SSN  DOB

Title and or Position  Percentage of Ownership  Director  Yes  No  
 US Citizen  Yes  No MA Resident  Yes  No

Name of Principal  Residential Address  SSN  DOB

Title and or Position  Percentage of Ownership  Director  Yes  No  
 US Citizen  Yes  No MA Resident  Yes  No

Name of Principal  Residential Address  SSN  DOB

Title and or Position  Percentage of Ownership  Director  Yes  No  
 US Citizen  Yes  No MA Resident  Yes  No

### CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?  
 If yes, attach an affidavit providing the details of any and all convictions.

Yes  No

## 11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

**CORPORATE VOTE**

The Board of Directors or LLC Managers of  Entity Name

duly voted to apply to the Licensing Authority of  and the City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on  Date of Meeting

For the following transactions (Check all that apply):

Change of Manager

Other

"VOTED: To authorize  Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

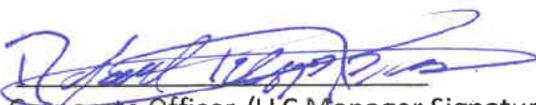
"VOTED: To appoint  Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

For Corporations ONLY

A true copy attest,

  
Corporate Officer / LLC Manager Signature

  
Corporation Clerk's Signature

RAFAEL KLIPP BORGES  
(Print Name)

SOLANGE G MOURA  
(Print Name)

**11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

**11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

**11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

**11F. TERMS OF AGREEMENT**

a. Does the agreement provide for termination by the licensee? Yes  No

b. Will the licensee retain control of the business finances? Yes  No

c. Does the management entity handle the payroll for the business? Yes  No

d. Management Term Begin Date  e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

\$ per month/year (indicate amount)

% of alcohol sales (indicate percentage)

% of overall sales (indicate percentage)

other (please explain)

**ABCC Licensee Officer/LLC Manager**

**Management Agreement Entity Officer/LLC Manager**

Signature:

Signature:

Title:

Title:

Date:

Date:

## **ADDITIONAL INFORMATION**

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

THE LIQUOR LICENSE MANAGER AND THE SHAREHOLDER INTEND TO CONTINUE THE THIRTY YEAR TRADITION IN CONCORD OF PROVIDING A QUALITY CASUAL RESTAURANT DINING AND TAKE OUT EXPERIENCE. OUR INTENTION IS TO MAINTAIN AND OBTAIN SATISFIED REPEAT AND NEW LOYAL CUSTOMERS AS THE RESULT OF BOTH PROVIDING THE BEST TASTING FOOD, BEVERAGES AND SERVICE , AND ENGAGING OUR POLICY OF THE "CUSTOMER IS ALWAYS FIRST" OBJECTIVE WITHIN OUR LEGAL OBLIGATIONS.

**APPLICANT'S STATEMENT**

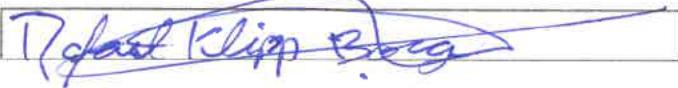
I, **RAFAEL KLIPP BORGES** the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory

of **RK WING CORP.**  
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: 

Date: **12/08/2020**

Title: **PRESIDENT**

**CORPORATE VOTE**

The Board of Directors or LLC Managers of  Entity Name

duly voted to apply to the Licensing Authority of  and the City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on  Date of Meeting

For the following transactions (Check all that apply):

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/Directors/LLC Managers
- Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

"VOTED: To authorize  Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

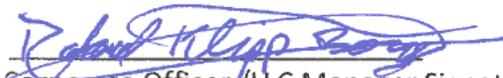
"VOTED: To appoint  Name of Liquor License Manager

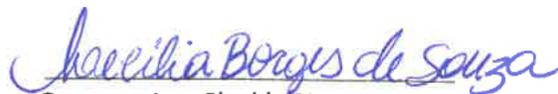
as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

For Corporations ONLY

A true copy attest,

  
Corporate Officer / LLC Manager Signature

  
Corporation Clerk's Signature

RAFAEL K BORGES "PRESIDENT"  
(Print Name)

Lecilia BORGES de SOUZA  
(Print Name)

## ADDENDUM A

### 6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name		Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)		
<input style="width: 95%; height: 25px;" type="text"/>		<input style="width: 95%; height: 25px;" type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

#### CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?  
If yes, attach an affidavit providing the details of any and all convictions.

 Yes  No



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
 www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

- |  |   |   |   |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License                        | <input type="checkbox"/> Change of Location   | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)         | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License                           | <input type="checkbox"/> Alteration of Licensed Premises  | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)  | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input type="checkbox"/> Change of Manager                             | <input type="checkbox"/> Change Corporate Name  | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input type="checkbox"/> Change of Hours                              |
|  |   | <input type="checkbox"/> Other <input type="text"/>                       | <input type="checkbox"/> Change of DBA                                |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

Alcoholic Beverages Control Commission  
 95 Fourth Street, Suite 3  
 Chelsea, MA 02150-2358

**RK WING CORP.  
DBA ROSSINI'S PIZZERIA  
206 FITCHBURG TPKE  
CONCORD, MA 01742  
978-371-3280**

CERTIFICATE OF CORPORATE VOTE

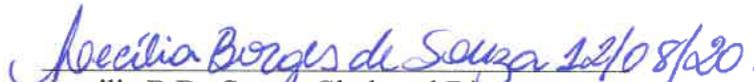
This is to certify that at a special meeting of the Board of Directors of the Corporation, held at the principal office of the Corporation located at 206 Fitchburg Tpke, Concord, MA 01742 on December 8, 2020, at 2:34 P.M., all the Directors being present and voting, it was unanimously

VOTED:

And approved and unanimously accepted that the Corporation shall apply for and provide the information required of a new On Premises-12 Restaurant Liquor License with the Commonwealth of Massachusetts Alcoholic Beverages Control Commission to operate at the 206 Fitchburg Tpke location.

A TRUE COPY

ATTEST:

  
Lecilia B De Souza, Clerk and Director

 12-08-20.  
Rafael Klipp Borges, President and Director

**RK WING CORP.  
DBA ROSSINI'S PIZZERIA  
206 FITCHBURG TPKE  
CONCORD, MA 01742  
978-371-3280**

**CERTIFICATE OF CORPORATE VOTE**

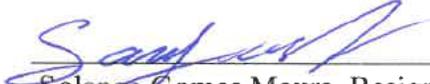
This is to certify that at a special meeting of the Board of Directors of the Corporation, held at the principal office of the Corporation located at 206 Fitchburg Tpke, Concord, MA 01742 on December 2, 2020, at 10:00 A.M., all the Directors being present and voting, it was unanimously

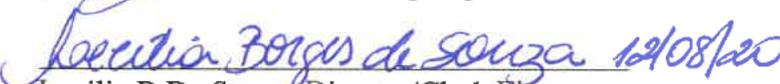
**VOTED:**

And approved and accepted that Solange Gomes Moura resigns her positions as Director and Clerk with RK Wing Corp, Rossini's Pizzeria at 206 Fitchburg Tpke., Concord, MA 01742. Also approved that Lecilia B De Souza accepted the offices of Clerk and Director for RK Wing Corp.

**A TRUE COPY**

**ATTEST:**

 12-08-20.  
Solange Gomes Moura, Resigning Director and Clerk

 12/08/20  
Lecilia B De Souza, Director/Clerk Elect

 12-08-20.  
Rafael Klipp Borges, President and Director



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

No Fee

Secretary of the Commonwealth, Corporations Division  
 One Ashburton Place, 17th floor  
 Boston, MA 02108-1512  
 Telephone: (617) 727-9640

**Statement of Change of Supplemental Information**

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

1. Exact name of the corporation: RK WING, CORP.

2. Current registered office address:

Name: RAFAEL KLIPP BORGES  
 No. and Street: 206 FITCHBURG TPKE  
 City or Town: CONCORD State: MA Zip: 01742 Country: USA

3. The following supplemental information has changed:

Names and street addresses of the directors, president, treasurer, secretary

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	RAFAEL KLIPP BORGES	206 FITCHBURG TPKE CONCORD, MA 01742 USA
TREASURER	RAFAEL KLIPP BORGES	206 FITCHBURG TPKE CONCORD, MA 01742 USA
SECRETARY	RAFAEL KLIPP BORGES	206 FITCHBURG TPKE CONCORD, MA 01742 USA
CLERK	LECILIA B DE SOUZA	20 VINCENT AVE LANCASTER, MA 01523 USA
DIRECTOR	LECILIA B DE SOUZA	20 VINCENT AVE LANCASTER, MA 01523 USA
DIRECTOR	RAFAEL KLIPP BORGES	20 VINCENT AVE LANCASTER, MA 01523 USA

Fiscal year end:  
 December

Type of business in which the corporation intends to engage:  
RESTAURANT

Principal office address:

No. and Street: 206 FITCHBURG TPKE  
 City or Town: CONCORD State: MA Zip: 01742 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 206 FITCHBURG TPKE

City or Town:

CONCORD

State: MA

Zip: 01742

Country: USA

which is

its principal office

an office of its transfer agent

an office of its secretary/assistant secretary

its registered office

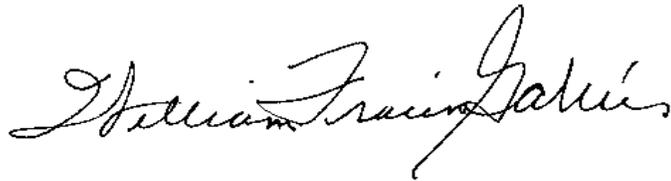
Signed by RAFAEL KLIPP BORGES, its PRESIDENT  
on this 2 Day of December, 2020

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All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

December 02, 2020 10:02 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division  
 One Ashburton Place, 17th floor  
 Boston, MA 02108-1512  
 Telephone: (617) 727-9640

**Articles of Organization**

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001306013

**ARTICLE I**

The exact name of the corporation is:

RK WING, CORP.

**ARTICLE II**

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

**ARTICLE III**

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CWP	\$1.00000	10,000	\$10,000.00	10,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

**ARTICLE IV**

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

**ARTICLE V**

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

**ARTICLE VI**

Other lawful provisions, and if there are no provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

#### ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing.

Later Effective Date: Time:

#### ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: RAFAEL KLIPP BORGES  
No. and Street: 206 FITCHBURG TPKE  
City or Town: CONCORD State: MA Zip: 01742 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	RAFAEL KLIPP BORGES	206 FITCHBURG TPKE CONCORD, MA 01742 USA
TREASURER	RAFAEL KLIPP BORGES	206 FITCHBURG TPKE CONCORD, MA 01742 USA
SECRETARY	RAFAEL KLIPP BORGES	206 FITCHBURG TPKE CONCORD, MA 01742 USA
DIRECTOR	GILBERT C. ALMEIDA	59 VERNON STREET WALTHAM, MA 02453 USA

d. The fiscal year end (i.e., tax year) of the corporation:  
December

e. A brief description of the type of business in which the corporation intends to engage:

RESTAURANT

f. The street address (*post office boxes are not acceptable*) of the principal office of the corporation:

No. and Street: 206 FITCHBURG TPKE  
City or Town: CONCORD State: MA Zip: 01742 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (*post office boxes are not acceptable*):

No. and Street: 206 FITCHBURG TPKE

City or Town: CONCORD State: MA Zip: 01742 Country: USA  
which is

its principal office  an office of its transfer agent  
 an office of its secretary/assistant secretary  its registered office

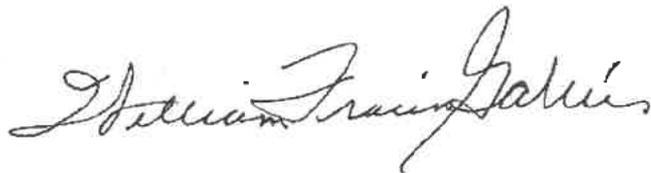
**Signed this 3 Day of January, 2018 at 12:23:31 PM by the incorporator(s).** *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

RAFAEL KLIPP BORGES GILBERT C. ALMEIDA

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

January 03, 2018 12:22 PM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**ARTICLE VII**

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

**ARTICLE VIII**

The information contained in this article is not a permanent part of the articles of organization.

a. The street address of the initial registered office of the corporation in the commonwealth:

**206 Fitchburg Tpke - Concord - MA 01742**

b. The name of its initial registered agent at its registered office:

**Rafael Klipp Borges**

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

	NAME	ADDRESS	SHARES
President:	Rafael Klipp Borges	206 Fitchburg Tpke - Concord - MA 01742	100%
Treasurer:	Rafael Klipp Borges	206 Fitchburg Tpke - Concord - MA 01742	
Secretary:	Rafael Klipp Borges	206 Fitchburg Tpke - Concord - MA 01742	
Directors(s):	Gilbert C. Almeida	59 Vernon St - Waltham - MA 02453	

d. The fiscal year end of the corporation:

**December**

e. A brief description of the type of business in which the corporation intends to engage:

**Restaurant**

f. The street address of the principal office of the corporation is:

**206 Fitchburg Tpke - Concord - MA 01742**

g. The records of the corporation required to be kept in the commonwealth will be kept at:

**206 Fitchburg Tpke - Concord - MA 01742**

, which is

(street address)

- its principal office;
- or an office of its transfer agent,
- its secretary/assistant secretary,
- or its registered agent

Signed this 02 day of January, 2018 by the incorporators whose name and address are listed below:

Signature: \_\_\_\_\_

Name: Rafael Klipp Borges

Address: 206 Fitchburg Tpke - Concord - MA 01742



THE COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

Articles of Organization  
(General Laws, Chapter 156D)

I hereby certify that upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ \_\_\_\_\_ having been paid, said articles are deemed to have been filed with me this

January 9, 2018 at 10:25 AM  
time

Effective date: \_\_\_\_\_  
(must be within 90 days of the date submitted)

\_\_\_\_\_  
Examiner

**WILLIAM FRANCIS GALVIN**  
Secretary of the Commonwealth

\_\_\_\_\_  
Name Approval

Filing Fee: \$275.00 for up to 275,000 shares plus \$100 for each additional 100,000 shares or any fraction thereof.

C

**TO BE FILLED IN BY CORPORATION**  
Contact Information:

\_\_\_\_\_  
RK Wing Corp

\_\_\_\_\_  
206 Fitchburg Tpke

\_\_\_\_\_  
Waltham, MA 02453

Telephone: \_\_\_\_\_ (978) 804-7800

E-mail: \_\_\_\_\_

Upon filing, a copy of this filing will be available at [www.sec.state.ma.us/cor](http://www.sec.state.ma.us/cor).  
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

**The Commonwealth of Massachusetts**  
**William Francis Galvin**  
 Secretary of the Commonwealth  
 One Ashburton Place, Boston, Massachusetts 02108-1512

**Articles of Organization**  
 (General Laws Chapter 156D; Section 2.02; 950 CMR 113.16)

**ARTICLE I**

The exact name of the corporation is:

**RK Wing Corp**

**ARTICLE II**

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

**ARTICLE III**

State the total number of shares and par value, \*if any, of each class of stock that the corporation is authorized to issue. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:	0	Common:	10,000	\$1.00
Preferred:	0	Preferred:	0	

*\*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.:*

**ARTICLE IV**

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please make set forth the preferences, limitations and relative rights of each class or series and, if desired the required type and minimum amount of consideration to be received.

**ARTICLE V**

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

NONE

**ARTICLE VI**

Other lawful provisions; and if there are no such provisions, this article may be left blank.

NONE

*Note: The preceding six (6) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment*



William Francis Galvin  
Secretary of the  
Commonwealth

*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

Date: February 18, 2020

To Whom It May Concern :

I hereby certify that according to the records of this office,  
**RK WING, CORP.**

is a domestic corporation organized on **January 03, 2018** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth

Certificate Number: 20020347240

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:

COMMERCIAL LEASE

1. PARTIES. TARANTO LIMITED PARTNERSHIP, Thomas G. Taranto-General Partner, D/B/A TARANTO REALTY TRUST, 1624 Sudbury Road, Middlesex County, Concord, Massachusetts, 01742, LESSOR, which expression shall include his heirs, successors and assigns, where the context so admits, and R. K. WING CORP., LESSEE, Rafael Klipp Borges-President, D/B/A ROSSINI'S PIZZERIA & RESTAURANT, 206 Fitchburg Turnpike, Concord, MA 01742.

2. PREMISES. The LESSEE, hereby leases the following described premises: that portion of the building at 206 Fitchburg Turnpike, Concord, Massachusetts currently occupied as Rossini's Pizzeria & Restaurant, being the easterly portion of the building shown on Parcel B of Exhibit A annexed hereto, together with the right to use, in common with the other tenants in connection with the use of the remaining portion of the building of which the premises are a part, the parking facilities located on the property at said 206-208 Fitchburg Turnpike shown on said Parcel B for parking automobiles while the operators of said automobiles as customers are present at said building together with the right to use in common, with others entitled thereto, the driveways and parking areas servicing the building of which the leased premises are a part, as such property is described on the Town of Concord Map F-15, Parcel 3443-2 as originally deeded November 1, 1964, Book 10687, Page 56, however reserving to the LESSOR the right to adopt and enforce reasonable rules and regulations for the use of such driveways and parking areas which will be uniformly enforced against all tenants in the Plaza. Although not shown on Exhibit A, the leased area also includes the basement area as presently occupied by Rossini's Pizzeria & Restaurant directly below and accessible exclusively by the LESSEE.

3. TERM. The term of this lease shall be for FIVE (5) years, commencing on October 1st, 2019 and ending on September 31, 2024. The premises are currently occupied by Carneiro Restaurant Corp., D/B/A Rossini's Restaurant as the existing tenant sublet of Rossini's Inc. Lease originally dated October 15, 1986, amended December 3<sup>rd</sup>, 1990, second amended November 17, 1998, assigned to Medeiros Restaurant, Inc. March 8, 2001, and currently assigned to R. K. WING CORP. D/B/A Rossini's Pizzeria & Restaurant, 206 Fitchburg Turnpike, Concord, MA 01742 as of ~~January~~ February 14, 2020, 2019.

4. RENT.

(a) Yielding and paying as minimum rent as herein set forth in the rent schedule, and at such place as LESSOR may from time to time designate in writing, payable in advance on the 1st day of each month during the term in monthly payments. Rent will be payable to "Taranto Realty Trust", delivered by hand or by mail to Taranto Realty Trust 1624 Sudbury Road, Concord, MA 01742.

Schedule	Annual	Monthly
Year 1	\$47,400.00	\$3,950.00

Year 2	\$48,000.00	\$4,000.00
Year 3	\$48,600.00	\$4,050.00
Year 4	\$49,200.00	\$4,100.00
Year 5	\$49,800.00	\$4,150.00

(b) Any installment of rent accruing under the provisions of this Lease or any other payments to be made by LESSEE to LESSOR under the terms of this Lease that shall not be paid when due shall bear interest at the rate of ten (10%) per annum from the date when same was payable, by the terms hereof, until the same shall be paid by LESSEE.

c.) FIRE/HAZARD INSURANCE during the initial term: The LESSEE will pay the LESSOR 34% of the LESSOR'S Landlord Building Fire/Hazard Insurance annually for the entire initial term.

5. SECURITY DEPOSIT. The LESSEE shall deposit with the LESSOR one month's rent as security deposit upon the signing of this lease. The LESSEE understands that this security deposit is NOT subject to interest paid and may be held in the LESSOR'S checking account. This security deposit is fully refundable upon the expiration of the LEASE subject to the fulfillment of the LESSEE'S obligations under the LEASE. At any time that security deposit shall be less applicable minimum monthly Rent, the LESSEE shall immediately pay to the LESSOR the deficiency.

6. UTILITIES AND SERVICES. The LESSEE shall pay, as they become due, all bills for electricity and other utilities, which are furnished to and separately metered to the leased premises.

(a) Lessee will pay 34% (pro-rata share) of the water furnished to and billed by the Town of Concord Water/Sewer Division to 206-208 Fitchburg Turnpike restaurant building.

(b) Lessee will pay 23% (pro-rata share) of the cost for legal removal of trash shared by the 206-208 Fitchburg Turnpike restaurant building and the 1620-1626 office building.

(c) Lessee will pay 34% of the cost to pump the grease tank, septic tank and pump chamber for the 206-208 Fitchburg Turnpike restaurant building.

(d) Lessee will pay 23% of the cost for snow removal, salt & sanding of the entire parking lot shared by the 206-208 Fitchburg Turnpike restaurant building and the 1620-1626 office building.

(e) Lessee will pay 34% (pro-rata share) for the natural gas supplied by National Grid for heat and hot water furnished to 206-208 Fitchburg Turnpike restaurant building.

(f) Lessee will pay the entire cost for the natural gas supplied by National Grid for cooking service furnished to and separately metered at 206 Fitchburg Turnpike.

LESSEE shall always maintain in operating condition and pay for a security system at the premises that is and shall be tied into the Central Station Security System, if required by

our Fire/Hazard Building insurance carrier.

7. USE OF LEASED PREMISES. The LESSEE shall use the leased premises only for a Pizzeria and Restaurant. The products prepared and served from the premises shall represent the majority in nature of those attached on Exhibit "B", as the "Rossini's Pizzeria & Restaurant" menu. The LESSEE is fully aware and understands that the current menu may include food preparations also found on the "Rapscaillon Kitchen and Bar Restaurant" menu, 208 Fitchburg Turnpike, Concord, MA. LESSEE further understands these food items and any other foods on the menu which appear in any way duplicative represent no conflict and there are no non-compete agreements verbally expressed or documented in any form or manner. LESSEE agrees that the hours of retail store operation are to commence at 11:00 AM daily and not before 11:00 AM daily. The LESSEE may prepare foods for delivery, if allowed by the Town of Concord License to Operate, at any hours prior to 11:00 AM but not be open to the public until 11:00 AM daily. The LESSEE warrants that the sale of bottled/containerized drinks may only be sold retail as part of the purchase with prepared foods on or off premises. LESSEE further understands that no breakfast items may be served at any time from the premises. The basement area is for storage and food preparation only as permitted by the Town of Concord Board of Health. The LESSOR makes no warranty to the LESSEE as to what the current or future permitted uses of the basement portion of the premises are by the Town of Concord by-laws, Town of Concord Board or Health, and any state regulatory laws. The LESSEE will not be due any financial consideration or monetary reimbursement from the LESSOR if such laws restrict or limit the use of the basement portion of the leased premises to storage only or not at all. Any violation of this agreement represents a default. Such default is subject to the terms of this lease under clause #18 of this Lease. The LESSEE further understands except for minor car washing at time intervals approved by the LESSOR, and in areas designated by the LESSOR, that vehicle repairs are strictly prohibited at or on the premises at any time. LESSEE understands and agrees that any disposal of trash in the dumpster is limited to that generated by the preparation and sale of food and beverages on the premises. Disposal of any other trash is strictly forbidden including but not limited to construction materials from this site or any other site. LESSEE agrees to reimburse LESSOR financially in the event that illegal dumping of waste occurs at any time. LESSOR agrees to administer and enforce a policy with its employees and agents that the parking lot speed shall always be 5 miles per hour and never more than 10 miles per hour to insure safety. LESSEE understands that the vehicle lane between the 206-208 Fitchburg Turnpike building and the 1620-1626 Sudbury Road exiting toward Fitchburg Turnpike is designated as No Parking/Fire Lane and is only for loading and unloading while vehicles are attended. Any unattended vehicles left parked anywhere in the No Parking /Fire lane represent a fire hazard and are subject to removal at the LESSEE and/or owner's sole expense. All parked vehicles must be in legitimately marked parking spaces when unattended. Overnight parking is strictly prohibited and subject to towing at the Lessors discretion and the vehicle owner's sole expense. Smoking is expressly prohibited anywhere in the building. If the LESSEE elects to allow employee agents to smoke outside, LESSEE is required to designate a smoking area and proper disposal devices approved prior to by the LESSOR. LESSEE will use best efforts enforcing and preventing all keg/barrel beer and

soda vendors from dropping barrels from delivery trucks and striking asphalt pavement. Barrels will be unloaded onto padded mats or wheeled down the delivery truck ramps by hand trucks.

8. COMPLIANCE WITH LAWS. The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the Town of Concord. LESSEE agrees to assume all construction and financial responsibility for the upgrading and compliance with current handicap regulations now and throughout the term of such tenancy.

9. FIRE INSURANCE. The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property. The LESSEE further insures and will provide documented evidence annually to the LESSOR that the kitchen fire and Ansul system has been maintained, serviced and inspected by licensed service technicians with the necessary seals and tags marked on the Kitchen Ansul system. The LESSEE will furnish and maintain fire extinguishers on the premises in accordance with local and state building and fire codes. LESSEE, at LESSEE's sole expense will have fire extinguishers inspected by a qualified Fire Extinguisher maintenance company a minimum of annually or sooner if required by code. Further, the LESSEE will cooperate, update and comply with fire inspection requirements imposed by LESSEE'S contents insurance carriers and LESSOR'S Landlord's Fire/Hazard Insurance requirements. LESSEE acknowledges that failure to comply with all such requirements in this clause and any other clause of the Lease is a default under the lease subject to the terms and conditions set forth in clause #18 of this Lease.

#### 10. MAINTENANCE OF PREMISES.

(a) The LESSEE agrees to maintain the leased premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole and the premises are being accepted in "as is" condition. The LESSEE further agrees to clean the area in and around the retail entrance, clean glass and glass doors, and clean rear delivery access and dumpster enclosure daily of any litter, trash or debris. LESSEE will clean walk light lenses a minimum of bi-monthly or when soil and/or bugs require more frequent maintenance. The LESSEE will replace walk light bulbs immediately when expired with a minimum of 200-watt clear incandescent heavy-duty long-life light bulbs, to maintain safety and security always for customers and guests. The LESSEE is also responsible for the prompt removal of snow, ice, sleet, hail or other inclement forms of precipitation on the walkways, including the application of ice melting compound which is not damaging or injurious to the concrete and brick walks. Failure to comply promptly shall enforce the LESSOR'S option to provide the necessary service and bill back the LESSEE for all costs incurred by the LESSOR to remove snow and ice from walkways and apply

necessary ice melt. The LESSEE shall not permit the Leased premises to be overloaded, damaged, stripped or defaced, or suffer any waste. The LESSOR will paint the exterior of the building at the LESSOR'S sole expense. The LESSEE agrees and understands any soiling to the painted areas caused by product containers or any other cause by the LESSEE or LESSEE'S agents shall be corrected at the LESSEE'S sole expense, reimbursed to the LESSOR. The LESSEE agrees to prevent and prohibit the spillage and/or seepage of any fluids from any of its employees/contractor vehicles and will monitor the same on a regular basis. Any such seepage or spillage of oil will be cleaned and removed at the LESSEE'S sole expense. The LESSEE agrees to administer and enforce policies with employees and agents to guarantee to the LESSOR that any cleaning fluids, greases, and Kitchen waste of any kind will not be disposed of on the asphalt surfaces, lawn or the grounds but in designated and enclosed tanks and/or dumpster devices subsequently hauled off site. At no time are floor washing buckets with bleach/cleaning solutions to be disposed of outdoors except in qualified sealed containers removed off site. The LESSEE is required to maintain, repair and/or replace: the roof system, mechanical systems, septic system, artesian well, HVAC, heating systems, gutters, downspouts, and drain pipes serving gutters (including the clearing of the same), if in the sole opinion of the LESSOR, such improvements are necessary. The maintenance will include but is not limited to providing a leak proof roof environment and complete maintenance programs for all the exhaust fans and filtering systems attached thereto. Also required is the semi-annual inspection and replacement annually or sooner of the sand in all roof boxes exhaust fan locations. The LESSOR and LESSEE agree that the condition of the roof and connecting drainage systems thereto upon the signing of this Lease are functioning adequately and are in quality state of condition. The LESSEE agrees that the use of the artesian well is subject to the requirements and regulations of the Concord Board of Health. And at no time may the water sourced from the artesian well be used for human consumption. The LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises, which consent shall not be unreasonably withheld or delayed.

(b) Whereas LESSOR and LESSEE agree the building is of sound integrity, the LESSEE agrees to maintain the structural integrity of the building as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSOR or those for whose conduct LESSOR is legally responsible.

(c) The LESSEE shall always heat the leased premises at no less than fifty-five (55) degrees Fahrenheit.

(d) The LESSEE shall maintain the septic system based on the schedule to follow:

- 1.) The grease trap (3,000 gallons) pumped a minimum of every 90 days. \*
- 2.) The septic tank (5,000 gallons) pumped a minimum of every 180 days. \*
- 3.) The pump chamber (2,000 gallons) pumped a minimum of once annually. \*

\*The cost will be shared based on the pro-rata share describes in clause #6 (c) of this lease.

11. ALTERATIONS/ADDITIONS. The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations, provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE'S expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanic's liens or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been performed at direction of LESSEE and shall cause any such lien to be released of record forthwith, without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of LESSOR at the termination of occupancy as provided herein, and such alterations and improvements will become the property of the LESSOR without any financial obligation of the LESSOR to the LESSEE or any other party. LESSEE agrees to indemnify LESSOR from any such third party that provides any alterations and improvements to the LESSEE at the premises and will reimburse the LESSOR's legal fees if any such litigation arises against the LESSOR. Fixtures, machinery, tables, stools, bar displays, and items of personal property not attached to the structure remain the property of the LESSEE.

- a) LESSEE will deposit Certificates of Insurance in acceptable content and coverage to the LESSOR'S satisfaction for all contractors performing services of any kind at the premises.
- b) All interior improvements will be conducted in a workmanlike manner as per highly approved standards for all lease hold improvements. LESSEE acknowledges that all interior and exterior Leasehold improvements become the property of the LESSOR upon the expiration of the Lease term or extension thereof. It is expressly understood that the LESSOR is under no obligation to reimburse the LESSEE or any other party financially for all Leasehold improvements under the terms of this Lease.
- c) In the Event the LESSOR'S or LESSEE'S insurance underwriters require smoke/heat fire detectors connected to Central Station Monitoring, the LESSEE at LESSEE'S sole expense will install such system as prescribed and required by the insurance underwriters of the LESSOR and/or LESSEE.

12. ASSIGNMENT/SUBLEASING. The LESSEE shall not assign (including the transfer of any capital stock of LESSOR) or sublet the whole or any part of the leased premises or suffer or permit any other person to occupy the same without LESSOR'S prior written consent, which consent shall not be unreasonably withheld, provided that (i) Lessee is not then in default under the Lease, (ii) Lessee first gives written notice to LESSOR of the intended assignment to the Sublease or transfer to the new owner(s) setting forth the name(s) and address(s) of the SUBLESSEE (and principal thereof), or owners as the case may be, (iii) such SUBLESSEE (and principal) or owner(s) of which (1) are of good moral character and reputation, (2) have only excellent credit references and ratings, (3) have a positive financial net worth reasonably satisfactory to LESSOR and (4) guarantee in writing the LESSOR the prompt payment and performance of all obligations of Lessee to LESSOR under this Lease (which arises after the subletting), (iv) SUBLESSEE or new owner agree(s) in writing with the LESSOR that said SUBLESSEE/owner shall make all payments which are due from Lessee to LESSOR under this Lease (for which payments

Lessee shall be given credit only when made by SUBLESSEE/owner) and perform all other obligations of Lessee under this lease and in all events Lessee agrees to pay LESSOR \$2,500.00 (two thousand five hundred dollars) and all LESSOR'S attorney's fees and expenses in connection with such subletting or change in ownership and the preparation of any documents required by LESSOR. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions during any term of this lease, option period or extension thereof. LESSEE fully understands and agrees that the option period may only be exercised by LESSEE if the owner's and officers are as listed with the Secretary of State with the Commonwealth of Massachusetts Corporations as they appear as of the execution date of this Lease.

13. SUBORDINATION. This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage now, or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. LESSOR agrees to deliver to LESSEE a Non-disturbance Agreement from any current holder of a mortgage on the land and building of which the leased premises are a part and agrees to use reasonable efforts to obtain a Non-disturbance Agreement from any future mortgage holders so long as LESSEE (a) is not in default under this Lease, (b) agrees in writing with the holder of such mortgage to be bound to such mortgage holder under the terms of this Lease in such form as such mortgage holder shall require provided that the obligations of LESSEE are not increased hereunder, and (c) agrees that such mortgage holder shall in no event be liable for any breach under this Lease prior to such mortgage holder succeeding to the LESSOR'S interests under this Lease, but shall only be liable for the performance of those obligations which arise during the period of time that such mortgage holder succeeds to LESSOR'S interests under this Lease, and such liability shall further be limited to the same extent as LESSOR'S liability pursuant to this Lease.

14. LESSOR'S ACCESS. The LESSOR or agents of the LESSOR, may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and to make repair and alterations as LESSOR should elect to do and may show the leased premises to others; For safety reasons, the LESSEE will at all times provide the LESSOR with current keys to the premises to be placed in a Knox box located at the Taranto Building, 1620 Sudbury Road, Concord, MA only accessible by the Concord Fire Department in the event of a fire or suspicion thereof.

15. INDEMNIFICATION AND LIABILITY. The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the roof of the building or from the sidewalks bordering the front of the premises so leased, or by any nuisance made or suffered on the leased premises, unless such loss is caused by the gross neglect of the LESSOR. The removal of snow and ice from the roof sidewalks bordering upon the leased premises shall be the

LESSEE'S responsibility. The removal of snow and ice from the parking areas shall be the LESSOR'S responsibility at the sole expense of the LESSEE to be reimbursed to the LESSOR under the terms of the LEASE. LESSEE further understands that with the exception of licensed insured contractors, certified payroll employee's covered under LESSEE's Massachusetts Workman's Compensation policies, (which from time to time the LESSOR retains the right to require certificates of insurance in accordance with the guidelines set forth by the LESSOR'S Fire/Hazard insurance carrier); access is strictly forbidden from entering the roof of the building at any time by anyone else.

16. LESSEE'S LIABILITY INSURANCE. The LESSEE shall maintain with respect to the leased premises and the property, of which the leased premises are a part, comprehensive public liability insurance in the amount of TWO MILLION (\$2,000,000.00) DOLLARS with property damage insurance in limits of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS, including plate glass insurance, in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE, on request, shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within twenty (20) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each insured named therein. LESSEE agrees to maintain adequate insurance on its own fixtures and personal property.

17. FIRE, CASUALTY, EMINENT DOMAIN. In the event a substantial portion of the leased premises, or of the property of which they are a part be substantially damaged by fire or other casualty or be taken by eminent domain, the LESSOR will, unless within 120 days after the fire, casualty or eminent domain the LESSEE notifies the LESSOR that it wishes to terminate this Lease, within 90 days of being paid in full for such fire casualty or eminent domain, will undertake and use reasonable means to reconstruct the leased premises and the property of which they are a part (not including furniture, fixtures and equipment of the LESSEE) and will notify the LESSEE of such completion within 15 days of receiving an Occupancy Permit from the Town of Concord; provided however in the event that an eminent domain taking removes the locus of the Lessee's premises and adjacent parking, LESSOR will not be obligated to reconstruct said premises. When such fire, casualty or taking renders the leased premises less than suitable for their intended use, a just and proportionate abatement of rent shall be made.

(a) If the LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within six months after the LESSOR is paid in full of said fire, casualty or taking provided however the six months shall be extended for such additional periods as is required to restore the premises because of any strikes, acts of God, contractor delays or other reasons beyond the control of the LESSOR and excepting from the rights under this Section those casualties which are uninsured or which have been caused by Lessee, its employees, agents, visitors, invitees, licensees or contractors, then the LESSEE may terminate this Lease.

(b) If any assignment shall be made of Lessee's property for the benefit of creditors or if a receiver, guardian, conservator or other similar officer shall be appointed to take charge of all or any part of Lessee's property by a court of competent jurisdiction, the LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE'S fixtures, property or equipment, or to separately awarded or recoverable compensation by LESSEE on LESSEE'S own right.

18. DEFAULT AND BANKRUPTCY. In the event that:

(a) The LESSEE shall default in the payment of any installment or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenant's, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, provided, however, if a cure cannot be completed within thirty (30) days, a default shall not be deemed to have occurred if Lessee exercises reasonable efforts to cure the same; or

(c) The LESSEE shall be declared bankrupt or insolvent according to law or if any assignment shall be made of LESSEE'S property for the benefit of creditors.

Then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and to remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination, during the remainder of the term; if LESSOR shall make a good faith effort to mitigate such loss or rent and minimize such other payments. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE.

If the LESSOR makes any expenditure or incurs any obligations for the payment of money in connection herewith, including, but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of ten (10%) percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

19. NOTICE. Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served if mailed to Rossini's Pizzeria & Restaurant, 206 Fitchburg Turnpike, Concord, MA 01742, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE, at such address as LESSEE may from time to time advise in writing, or delivered in hand to

LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served if mailed to LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR or at such address as the LESSOR may from time to time advise in writing. All rent and notices shall be paid and sent to the LESSOR, TARANTO REALTY TRUST 1624 Sudbury Road, Concord, Massachusetts 01742.

20. SURRENDER. The LESSEE shall, at the expiration or other termination of this lease remove all LESSEE'S goods and effects from the leased premises including, without hereby limiting the generality of the foregoing, all signs and lettering, affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto and other fixtures connected with therewith and all alterations and additions made to or upon the leased premises, in the same condition as they were at the commencement of the term, or as they were put in during the term thereof, reasonable wear and tear and damage by fire or other casualty only excepted. Any interior walls or additions constructed by LESSEE during or before the term of this lease will be removed provided that the LESSOR sends written notice to the LESSEE ordering the removal of the same at least thirty (30) days prior to the date of termination or expiration. This work will be conducted in a quality workmanship manner and LESSEE will use best efforts to return the space to its original condition, reasonable wear and tear excepted. In the event of the LESSEE'S failure to remove any of LESSEE'S property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto and at the sole risk of LESSEE, to remove and store any of the property at LESSEE'S expense, or to retain same under LESSOR'S control, or to sell at public or private sale, without notice any or all of the property not so removed, and to apply the next proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

21. OPTIONS TO EXTEND RENTAL, ETC. Provided LESSEE is not in default under any of the terms and conditions of this lease, the ownership and officers of the corporation as evidenced in this Lease as registered with the Commonwealth of Massachusetts, Secretary of State as of the execution date of this Lease has not changed in any way whatsoever as R. K. WING CORP., LESSEE shall have the right to extend the term of this Lease for (1) one option period of five (5) years commencing at the expiration of the original term, provided LESSEE must exercise this option by giving written notice to LESSOR not less than six (6) months prior to the expiration of the original term. All of the terms and conditions of this Lease shall apply during the extended option term.

a.) First Option Period:

Schedule	Annual	Monthly
Year 6	\$50,400.00	\$4,200.00
Year 7	\$51,000.00	\$4,250.00

Year 8	\$51,600.00	\$4,300.00
Year 9	\$52,200.00	\$4,350.00
Year 10	\$52,800.00	\$4,400.00

b.) FIRE/HAZARD INSURANCE during the option period: In the event the LESSEE complies and has satisfied all terms and conditions of the Lease, therefore exercising the LESSEE'S rights to the option to extend, the LESSEE will pay the LESSOR 34% of the LESSOR'S Landlord Building Fire/Hazard Insurance annually for the entire option period.

22. LIABILITY OF LESSOR. Notwithstanding any provision to the contrary in this Lease, it is specifically understood and agreed by LESSEE that, except to the extent of LESSOR'S equity in the premises, there shall be absolutely no liability (personal, corporate or otherwise) incurred by LESSOR or any successor in interest of LESSOR, whether LESSOR or any successor in interest of LESSOR, be a corporation, an individual, joint venture, tenancy of any kind, trust, trustee, firm or partnership, general or limited, or on the part of the officers, directors, stockholders, trustees or beneficiaries of LESSOR, with respect to any and all terms, covenants and conditions of this Lease, and LESSEE shall look solely to equity of LESSOR in the premises for satisfaction of each and every remedy of LESSEE in the event of any breach or wrongful act by LESSOR or the successor in interest, such exculpation of liability, corporate, personal or otherwise, to be absolute and without any exception whatsoever other than to the extent of LESSOR'S equity in the premises. Notwithstanding the foregoing, the LESSEE may also seek specific performance against the LESSOR or its successors and assigns. The term "LESSOR" as used in this Lease means only the owner for the time being of the land and/or building in which the premises are located so that in the event of any sale or transfer of said building and/or land, the successor owner of the premises shall become LESSOR and shall be responsible to observe and perform all obligations of LESSOR under this Lease arising after becoming the owner of the premises and continuing only during the period such successor owns the premises, and the transferor LESSOR hereby is entirely freed and relieved of all obligations of LESSOR under this Lease. Upon delivery of any security deposit and/or prepaid rent by LESSOR to the successor owner of the premises, the transferor LESSOR is relieved and discharged of all responsibility thereof permitted by law.

23. OUTFITTING OF LEASED PREMISES. LESSEE acknowledges that all outfitting of the premises will be at the LESSEE'S sole expense subject to the LESSOR'S acceptance per the terms of this lease. LESSEE may install signage in accordance with local sign by-laws, including, if allowed by the by-law. LESSEE agrees to replace all signs prior to the execution of this lease in a format acceptable to the LESSOR, which such approvable will not be unreasonable.

24. QUIET ENJOYMENT. If, and so long as, LESSEE pays rent and other funds due under this Lease, and performs each and every covenant and condition herein contained on the part and on behalf of LESSEE to be kept and performed, LESSEE shall quietly

enjoy the premises without hindrance or molestation by LESSOR or any party claiming a right from LESSOR, subject to the terms, covenants and conditions of this Lease and the rights of any mortgagees of the premises.

25. MISCELLANEOUS. The LESSEE may publicly record this lease, provided no financial terms are disclosed. In the event that more than one (1) person or entity is LESSEE, all covenants and agreement by LESSEE are joint and several of each person and or entity which comprises LESSEE. This lease is deemed executed and delivered by the parties in Massachusetts and shall be governed and construed according to Massachusetts laws. The LESSEE submits itself to the exclusive jurisdiction of the courts within the Commonwealth of Massachusetts in connection with all causes of action, claims and disputes arising in connection with this lease. This lease is the sole and entire agreement of the parties and may not be changed or modified except by the written and signed agreement of the parties. The invalidity of a specific provision herein shall not affect the validity of the remaining provisions.

26. SEVERABILITY. Should any portion of this lease be found to be illegal or unenforceable, all such provisions shall be deemed stricken from this Agreement, without liability to either party or the remainder of this Agreement shall continue in full force and effect.

27. HOLDING OVER. If the LESSEE holds over or remains in possession of the Premises after the expiration of this lease term, such holdover shall be construed as a Tenancy at Will only, at the last monthly rental and upon the remaining lease terms herein specified, which tenancy may be terminated by either party with 30 days' notice, as required by law.

28. During the period the LESSEE occupies the leased premises but prior to the rent commencement date, all provisions of this Lease shall apply except for the payment or rent, and additional rent period provided in paragraph 25.

29. LESSEE covenants and agrees with LESSOR that during this Lease and for such further time as LESSEE shall hold the premises or any part thereof (except during the build out period), LESSEE (a) will pay unto LESSOR the said minimum rent and all other payments due hereunder at the times and in the manner set forth herein, and, if LESSEE shall remain in occupancy of the premises after the expiration or earlier termination of this Lease, LESSEE will pay to LESSOR for the period of such occupancy, a minimum monthly rent of one and one-half (1-1/2) times the full monthly rental set forth herein at the time immediately prior to the expiration of the term, together with all other adjustments and payments set forth herein; (b) will pay when due all charges for gas, oil, electricity, fuel, telephone, water, heat, rubbish removal, cleaning drains and traps, sewer charges and other services or utilities rendered to the premises.

30. LESSEE further covenants and agrees with LESSOR that (a) to the extent permitted by law, LESSOR shall not be liable to LESSEE or to any other person for any injury, loss, or damage to any person or property on or about the premises or the approaches or sidewalks appurtenant or adjacent thereto unless the same is caused by the LESSOR or

persons or entities under the LESSOR'S control; and (b) to the extent permitted by law, LESSEE will save LESSOR and/or owner existing from time to time harmless and indemnified from and against (i) all loss, damage, or liability occasioned by the use of the premises or appurtenances used in connection therewith, however caused, (ii) any and all loss, damage, or liability arising from any omission, neglect, or default of LESSEE, and/or (iii) all claims of and liabilities for death, bodily injury, property damage of any persons' spouse, children, estate, heirs and/or next of kin, unless solely caused by LESSOR or LESSOR'S employees or agents; and (c) no waiver, expressed or implied, by LESSOR of any breach of any covenant, agreement, or duty on the part of LESSEE shall ever be held or construed as a waiver of any other breach of the same or any other covenant, agreement, or duty; and (d) unless otherwise specifically set forth herein if at all, except for the leased premises and except for reasonable access and egress to and from the leased premises, nothing herein shall limit the LESSOR'S utilization of the building(s) and/or the land outside the premises.

31. Each of the LESSOR and the LESSEE hereby releases the other and all persons claiming under them, to the extent of their insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended casualties or any other insured casualties, even if such fire or casualties shall be brought about by the fault or negligence of the other party, or any persons claiming under them, provided, however, this release shall be in force and effect only with respect to loss or damage occurring during such time as the releaser's policy of fire and extended coverage insurance shall contain a clause to the effect that this release shall not affect said policies or the right of the release to recover there under. Each of the LESSOR and the LESSEE agrees that its fire and extended coverage and other insurance policies will include such a clause as long as the same is attainable and is includable without extra cost, or if extra cost is chargeable therefore, so long as the other party pays such extra cost. If extra cost is chargeable therefore, each party will advise the other of the amount thereof and the other party, at its election, may pay the same but shall not be obligated to do so.

32. Each covenant and agreement in this Lease shall be construed to be a separate and independent covenant and agreement, and the breach of any such covenant or agreement by LESSOR shall not discharge or relieve Lessee from LESSEE'S obligations to perform every covenant and agreement of this Lease to be performed by LESSEE. LESSOR shall not be obligated to provide security to the building or premises. LESSEE shall close and lock all windows and doors of the premises whenever the premises are closed or not occupied. LESSEE shall give notice to LESSOR, promptly after LESSEE learns thereof, of (a) any accident in the or about the premises, or by LESSEE, its employees, contractors or invitees in the building or on the land upon which the building is situated, (b) all fires in the premises, and (c) all damages to or defects in the premises including the fixtures, equipment and appurtenances thereof. LESSOR reserves the right, at any time, without incurring any liability to LESSEE therefore, to use, rent and/or make such changes in or to the building and land upon which the building is situated and the fixtures and equipment of the building, as well as in the entrances, passageways, halls, doors, doorways, corridors, stairs, toilets and other public parts and common areas of the building, if any, as LESSOR may deem necessary or desirable, provided any such use or

change does not deprive LESSEE of access to the premises, unreasonably interfere with the use of the premises or reduce the useable area of the premises or damage LESSEE'S improvements. No payment by LESSEE or receipt by LESSOR of a lesser amount than the correct rent or any other monies due LESSOR shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check of any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and LESSOR may accept such check or payment without prejudice to LESSOR'S right to recover the balance or to pursue any other remedy in this Lease or at law provided. No agreement to accept a surrender of all or any part of the premises shall be valid unless in writing and signed by LESSOR. No delivery of keys shall operate as a termination of this Lease or a surrender of the premises. The receipt or acceptance by LESSOR of rents with knowledge of breach by LESSEE of any term, covenant or condition of this Lease shall not be deemed a waiver of such breach. LESSEE shall purchase and install all light bulbs, incandescent and fluorescent, starters and ballasts used in the premises. LESSEE shall give to LESSOR keys to all doors to the premises, and LESSEE agrees that no additional locks of any kind shall be placed upon the doors or windows of the premises by LESSEE, nor shall any changes be made in existing locks or the mechanism thereof. LESSEE agrees that the premises shall not be used for lodging or overnight sleeping. LESSOR in LESSOR'S sole discretion shall have the right to allocate all payments made by LESSEE to LESSOR under this Lease to any obligations then due as LESSOR shall from time to time determine.

33. Any successor(s) in interest to LESSOR, persons or entities and all persons or entities claiming through or under them and their successors and assigns, acquiring the real property of which the leased premises are a part, or any interest therein or encumbrances thereon or any lease thereof shall acquire the real property of which the premises are a part or any interest therein or encumbrance thereon or lease thereof free and clear of this Lease and any Notice of Lease thereof, if an affidavit stating that the Lease has been terminated because LESSEE has vacated the premise or because LESSEE is in default under the Lease and this Lease was terminated as a result of said default, duly executed by LESSOR, or any of LESSOR'S successors or assigns, shall be recorded with the Registry of Deeds at which any Notice of Lease is recorded. Such successors, persons or entities may rely conclusively upon any such affidavit so recorded and any facts set forth therein including without implied limitation, a certification stating that this Lease and the options set forth herein, if any, are no longer in effect by reason of default, termination, expiration or otherwise. The provisions of this section and the earlier section on subordination shall be set forth in full in any Notice of Lease.

34. LESSEE covenants and agrees with LESSOR that during this Lease and for such further time as LESSEE shall hold the premises or any part thereof, (a) LESSEE shall continuously occupy the premises in its entirety and shall use the premises for the use(s) permitted herein only, and (b) notwithstanding any provision herein to the contrary, without any necessity of any notice from LESSOR, LESSEE shall be in default under this Lease in the event LESSEE shall vacate or abandon all or any portion of the premises. The submission of this Lease or a summary of some or all of its provisions for examination does not constitute a reservation of or option for the premises or an offer to

lease and no legal obligations shall arise with respect to the premises or other matters herein until this Lease is executed and delivered by LESSOR and LESSEE. LESSOR reserves and excludes from the premises the space above ceiling surfaces, below floor surfaces and within any walls of the premises, which may be used by the LESSOR for, without limitation, installations, replacements and/or relocations of wiring, pipes, ducts, conduits, supports and columns, whether or not for use for the premises, provided any such use does not unreasonably interfere with LESSEE'S use of the leased premises.

35. MISCELLANEOUS. Upon execution of this Lease the LESSEE agrees to pay LESSOR \$2,500.00 (two thousand five hundred dollars) as noted in clause #12 of the existing Lease dated in August of 2011 of the parties herein referenced in said Lease. PARTIES. TARANTO LIMITED PARTNERSHIP, Gaetano M. Taranto-General Partner, D/B/A TARANTO REALTY TRUST, 1624 Sudbury Road, Middlesex County, Concord, Massachusetts, 01742, LESSOR, which expression shall include his heirs, successors and assigns, where the context so admits, and CARNEIRO RESTAURANT CORP., LESSEE, Gilbert C. Almeida-President, D/B/A ROSSINI'S PIZZERIA & RESTAURANT, 206 Fitchburg Turnpike, Concord, MA 01742. Clause #12 as follows: ***"Lessee agrees to pay LESSOR \$2,500.00 (two thousand five hundred dollars) and all LESSOR'S attorney's fees and expenses in connection with such subletting or change in ownership and the preparation of any documents required by LESSOR."***

36. The LESSOR represents and warrants that the LESSOR has full power and has taken all necessary action to authorize the execution, delivery and performance of this Lease, and this Lease constitutes the legal, valid and binding obligation of the LESSOR enforceable in accordance with its terms.

IN WITNESS THEREOF, the LESSOR and LESSEE have hereunto set their hands and common seals this 14<sup>th</sup> day of ~~January~~ February 2020 2019.

WITNESS:

  
Timothy Owens

WITNESS:

  
Timothy Owens

LESSOR:

TARANTO LIMITED  
PARTNERSHIP

By: 

Thomas G. Taranto  
General Partner

LESSEE:

R. K. WING CORP

By: 

Rafael Klipp Borges  
President

GUARANTY

In consideration of one (\$1.00) Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned unconditionally personally guarantee the performance of all of LESSEE'S obligations under this lease for its entire duration.

Executed under seal this 14<sup>th</sup> day of ~~January 2019.~~

February 2020

  
Rafael Klipp Borges

# EXHIBIT A



DOWN TO SCALE

Dining Room  
w/ 22 SEATS

EXIT

FRONT DOOR

COUNTER

KITCHEN

REFRIG  
SINKS  
SINK  
SHELF

DOUGH MIXER

SHELF  
HAND SINK  
HAND SINK

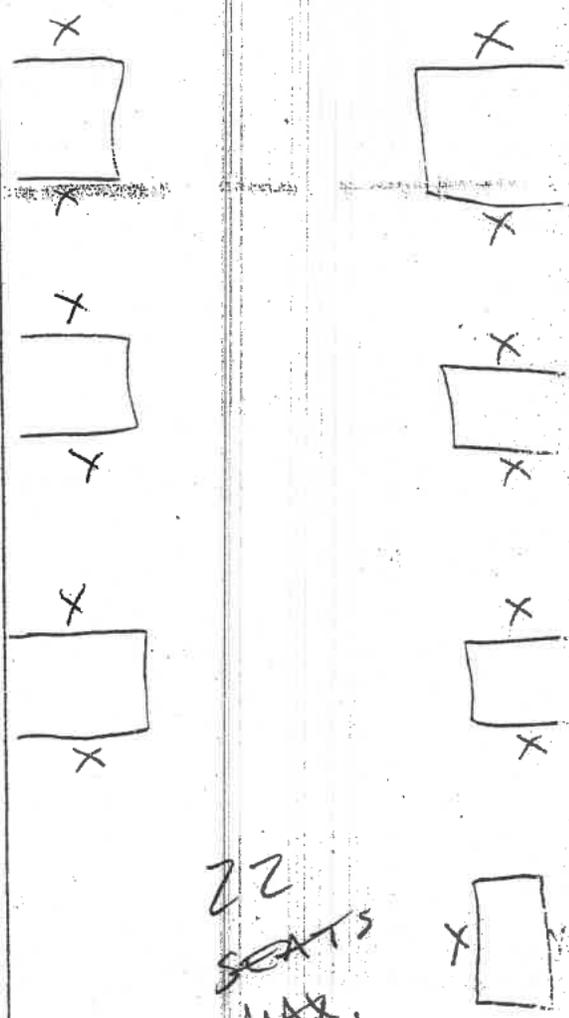
COFFEE MACH  
TOE DRY  
SANDWICH ISLAND WORK AREA

GRILL  
STEAM TABLE  
REFRIG WALK IN  
UNDER STORAGE SPACE

STAIRS TO BASEMENT  
REST ROOM

PIZZA QUEUES

PIZZA COUNTER WORK AREA  
PIZZA PREP



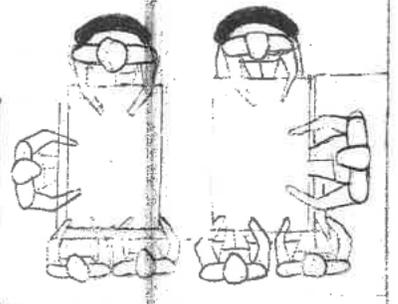
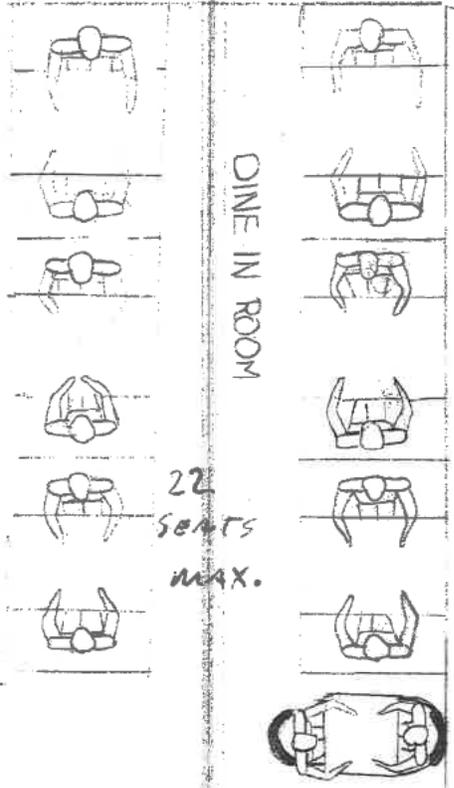
22 SEATS MAX.

FRONT DOOR  
EXIT

EXIT  
ENTRANCE

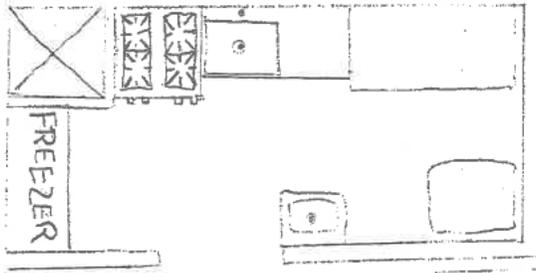
DINE IN ROOM

22  
SEATS  
MAX.

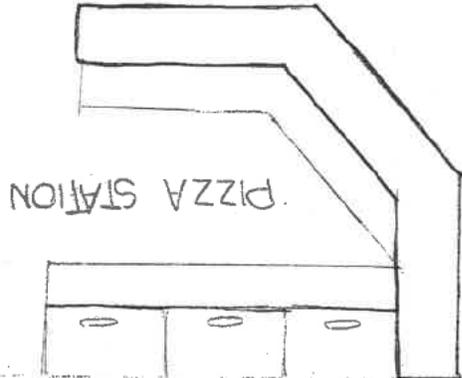
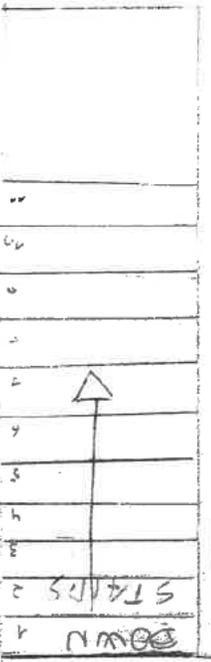


COUNTER  
CASHIER

SALAD STATION

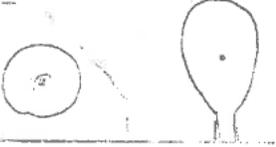


FRYER  
GRILL



OVEN

RESTROOM



EXIT

## BILL OF SALE

REFERENCE IS MADE to that certain Asset Purchase Agreement dated as of the 2nd day of January, 2018 (the "Agreement") by and between R K WING CORP, a Massachusetts Corporation ( the "Buyer"), and CARNEIRO RESTAURANT CORP., DOING BUSINESS AS ROSSINI'S PIZZERIA RESTAURANT, a Massachusetts Corporation (the "Seller") (the "Asset Purchase Agreement"; capitalized terms used and not otherwise defined herein are used as defined in the Asset Purchase Agreement).

Seller, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer, grant and deliver, free and clear of all liens, to the Buyer and its successors and permitted assigns, all of Seller's right, title and interest in, to and under all the assets and properties of every kind, nature, character and description, including the goodwill related thereto, that either have been created in connection with the Business or are operated, owned or leased by Seller in connection with the Business, other than the Excluded Assets (the "Assets"), to have and to hold the same unto the Buyer, its successors and permitted assigns, to or for its and their use forever.

Seller authorizes the Buyer, its successors and permitted assigns, to receive and open all mail, telegrams and other communications, and all express or other packages,

addressed to Seller and to retain the same as they relate to the Assets and to promptly deliver to Seller any Excluded Assets. The foregoing shall constitute the full authorization to the postal authorities, all telegraph and express companies and all other Persons to make delivery of such items to the Buyer.

This Bill of Sale is subject to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Bill of Sale shall in any way (a) affect the provisions set forth in the Asset Purchase Agreement or (b) expand or reduce any rights or remedies pursuant to or under the Asset Purchase Agreement. This Bill of Sale is intended only to effect the transfer of the Assets assigned pursuant to the Asset Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement. Nothing expressed or implied in this Bill of Sale shall be deemed to be an assumption by the Buyer of any liabilities of Seller. To the extent that any provision of this Bill of Sale is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement will control.

This Bill of Sale shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Massachusetts applicable to parties residing in Massachusetts, without regard to applicable principles of conflicts of law.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned has duly executed this Bill of  
Sale as this 2nd day of January, 2018

SELLER:

BUYER:

CARNEIRO RESTAURANT  
CORP.

R K WING CORP

By: 

Gilbert Almeida, President

By: 

Rafael Klipp Borges, President

PROMISSORY NOTE

Waltham , Massachusetts

AMOUNT: \$175,000.00

DATE: January 2, 2018

FOR VALUE RECEIVED, I, the undersigned **RAFAEL KLIPP BORGES**, AS PRESIDENT OF **R.K. WING CORP.**, CONCORD, MIDDLESEX COUNTY, MASSACHUSETTS, (hereinafter referred to as "Borrower"), promises to pay to the order of **GILBERT ALMEIDA**, OR HIS ASSIGNEES, individually (The "Lender"), **MAKING ALL PAYMENTS IN HAND TO LENDER**, or at such other place as the holder of this Note may from time to time designate, in lawful money of the United States and in immediately available funds, the principal sum of **ONE HUNDRED AND TWENTY FIVE THOUSAND DOLLARS, PAYABLE AS FOLLOWS:**

*The borrower shall pay the lender the Principal Sum of ONE HUNDRED AND SVENY FIVE THOUSAND (\$175,000.00) DOLLARS TOGETHER WITH interest AT THE RATE OF 2.5 PER CENT PER ANNUM ; PAYABLE MONTHLY, FOR SIXTY MONTHS, COMMENCING FEBRUARY 1, 2018; THE MONTHLY PAYMENT BEING \$3,105.76.00/xx ( SEE ATTACHED SCHEDULE )*

In the event that the borrower fails to tender the amount so due hereunder, the entire principal balance of this Note, and any other sums due and payable hereunder or under any other instrument evidencing the Obligations, as defined herein, of the Borrower, shall become immediately due and payable without notice or demand upon the occurrence of any of the following events of default: (1) default by any Obligor, as defined herein, in the payment of any Obligation, hereunder or otherwise, for more than fifteen (15) days, including, without limitation, failure to pay in full and when due any sum now or hereafter owing hereunder; (2) default by any Obligor in the performance or observance of any Obligation which continues un remedied for more than thirty (30) days; (3) any statement, representation or warranty made by any Obligor in this Note, or any other instrument evidencing the Obligations, or made in connection with the application for the loan evidenced by this Note or in any supporting financial statement or any Obligor proving to have been false in any material respect; (4) if any Obligor is a corporation, trust or partnership, the liquidation, termination or dissolution of any such organization or its ceasing to carry on actively its present business or the appointment of a receiver for its property; (5)

the death of any Obligor liable hereon in his individual capacity, whether primarily or secondarily, and, if any Obligor is a partnership, the death of any general partner of such Obligor; (6) the termination of existence (except as permitted hereunder) of, or the adjudication of bankruptcy or the insolvency of, or the making of an assignment or trust mortgage for the benefit of creditors by, any Obligor; (7) the institution of bankruptcy, reorganization, arrangement, liquidation, receivership, moratorium or similar proceedings by or against any Obligor and, if instituted against any such person, its consent thereto or the pendency thereof for forty-five (45) days;

Any sums at any time credited by or due from the holder to any Obligor, and any property of any Obligor in which the holder has any security interest or which may be in the possession of the holder may at any time be treated or held as collateral for the payment or performance of the Obligations of such Obligor. Regardless of the adequacy of any other collateral, the holder may apply such sums or property or realizations upon any such security interest against said Obligations at any time in the case of a primary Obligor but only against matured Obligations in the case of a secondary Obligor.

The Borrower agrees to pay on demand all costs of collection, including court costs and reasonable attorneys' fees, incurred by the holder in the enforcement or protection of its rights under this Note, or any of the instruments evidencing or securing the Obligations, or any guaranty or endorsement of the Obligations, and all monies expended by the holder shall bear interest from the date of such expenditure to the date paid at the rate of eighteen (18%) percent per annum, or the highest interest rate upon principal payable under this Note, whichever is higher.

No delay or omission on the part of the holder in exercising any right under this Note or the Loan Documents or under any other instrument evidencing the Obligations shall operate as a waiver of such right or of any other right of such holder, nor shall any delay, omission, or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. Each Obligor of this Note, regardless of the time, order or place of signing, waives presentment for payment, demand, notice of demand, protest, notice of protest and notices of every kind in connection with the delivery, acceptance, performance, default or enforcement of payment of this Note and assents to (a) any one or more renewals, extensions or postponements of the time of payment or any other indulgences, (b) any impairment, substitution, exchange or release of any

property securing this Note or the Obligations and (c) the additions of, releases of or agreements by the holder not to sue, any other party or persons primarily or secondarily liable hereon. The holder may at its option, whether or not this Note is due, demand, sue for, collect or make any compromise or settlement it deems desirable with respect to collateral held hereunder, but the holder shall not be bound to take any steps necessary to preserve any right in collateral against prior parties. The holder's rights hereunder are in addition to any other rights which may be provided under any other instrument evidencing the Obligations.

Any notice required or permitted to be delivered on the earlier of (i) the date received, or (ii) the date of delivery, refusal, or non-delivery indicated on the return receipt, if deposited in a United States Postal Service depository, postage prepaid, sent registered or certified mail, return receipt requested, addressed to the party to receive the same at the address of such party set forth at the beginning of this Note, or at such other address as may be designated in a notice delivered or mailed as herein provided.

If any provision of this Note is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Note shall remain in full force and effect. If the payment of any interest due under this Note would be usurious or subject the Lender to any penalty under applicable law, then the payments due hereunder shall be automatically reduced to what they would be at the highest rate authorized under applicable law.

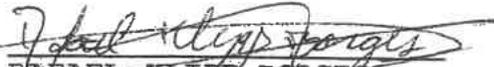
If the undersigned consists of one or more persons or entities, their obligations under this Note shall be joint and several, and the term Borrower shall be deemed to refer to each of the undersigned severally. The proceeds of the loan represented by this Note may be paid to any one or more of the undersigned.

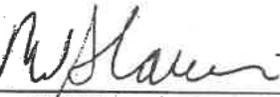
As used herein, "Obligation" means any obligation or liability of any kind, hereunder, under the Mortgage, any Loan Document or otherwise, of any Obligor to the holder, whether direct or indirect, primary or secondary, absolute or contingent, due or to become due, now existing or hereafter arising or acquired and includes obligations to perform or refrain from performing actions; "Obligor" means the Borrower and any person primarily or secondarily liable hereunder or in respect hereto; and "holder" means the Lender or any endorsee or assignee of this Note who is in possession of it.

This Note shall be governed by and construed according to the laws of the Commonwealth of Massachusetts, without application of its law regarding choice of law.

The Borrower hereby submits to the jurisdiction of the courts of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts for the purpose of any suit, action or other proceeding arising out of this Note or any of the Obligations, and expressly waives any objections the Borrower may have as to venue or in personam jurisdiction in any of such courts.

Executed as a sealed instrument as of the day and year first written above.

  
\_\_\_\_\_  
RAFAEL KLIPP BORGES  
AS PRESIDENT

  
\_\_\_\_\_  
WITNESS

Amortization Schedule generated by the [www.amortization-schedule.info](http://www.amortization-schedule.info) website.

## Amortization Schedule

The monthly payment for a \$175,000.00 loan at 2.5% annual interest rate will be \$3,105.79 per payment. This amount should be paid to the lender, bank or lending institution for 5 years. The loan amortization table below shows your monthly payment divided into two portions. One portion is put towards interest (interest paid), while the other portion goes towards principal (principal paid). As you can see, initially a larger amount is applied towards interest and as the loan matures the portion applied towards the outstanding principal balance gets larger and larger.

Please note that if you are calculating a mortgage loan, property taxes, property insurance and private mortgage insurance is neglected in the calculation, they will increase the amount of your regular periodic payments.

period:	date:	interest paid:	principal paid:	remaining balance:
1	03/01/2018	\$364.58	\$2,741.21	\$172,258.79
2	04/01/2018	\$358.87	\$2,746.92	\$169,511.87
3	05/01/2018	\$353.15	\$2,752.64	\$166,759.23
4	06/01/2018	\$347.42	\$2,758.37	\$164,000.86
5	07/01/2018	\$341.67	\$2,764.12	\$161,236.74
6	08/01/2018	\$335.91	\$2,769.88	\$158,466.86
7	09/01/2018	\$330.14	\$2,775.65	\$155,691.21
8	10/01/2018	\$324.36	\$2,781.43	\$152,909.78
9	11/01/2018	\$318.56	\$2,787.23	\$150,122.55
10	12/01/2018	\$312.76	\$2,793.03	\$147,329.52

Loan amortization schedule for year 1 (2018):

You will spend \$3,387.42 on interest and \$27,670.48 on principal.

period:	date:	interest paid:	principal paid:	remaining balance:
11	01/01/2019	\$306.94	\$2,798.85	\$144,530.67
12	02/01/2019	\$301.11	\$2,804.68	\$141,725.99
13	03/01/2019	\$295.26	\$2,810.53	\$138,915.46
14	04/01/2019	\$289.41	\$2,816.38	\$136,099.08
15	05/01/2019	\$283.54	\$2,822.25	\$133,276.83
16	06/01/2019	\$277.66	\$2,828.13	\$130,448.70
17	07/01/2019	\$271.77	\$2,834.02	\$127,614.68
18	08/01/2019	\$265.86	\$2,839.93	\$124,774.75
19	09/01/2019	\$259.95	\$2,845.84	\$121,928.91
20	10/01/2019	\$254.02	\$2,851.77	\$119,077.14
21	11/01/2019	\$248.08	\$2,857.71	\$116,219.43
22	12/01/2019	\$242.12	\$2,863.67	\$113,355.76

Loan amortization schedule for year 2 (2019):

You will spend \$3,295.72 on interest and \$33,973.76 on principal.

period:	date:	interest paid:	principal paid:	remaining balance:
23	01/01/2020	\$236.16	\$2,869.63	\$110,486.13
24	02/01/2020	\$230.18	\$2,875.61	\$107,610.52
25	03/01/2020	\$224.19	\$2,881.60	\$104,728.92
26	04/01/2020	\$218.19	\$2,887.60	\$101,841.32
27	05/01/2020	\$212.17	\$2,893.62	\$98,947.70
28	06/01/2020	\$206.14	\$2,899.65	\$96,048.05
29	07/01/2020	\$200.10	\$2,905.69	\$93,142.36
30	08/01/2020	\$194.05	\$2,911.74	\$90,230.62
31	09/01/2020	\$187.98	\$2,917.81	\$87,312.81
32	10/01/2020	\$181.90	\$2,923.89	\$84,388.92
33	11/01/2020	\$175.81	\$2,929.98	\$81,458.94
34	12/01/2020	\$169.71	\$2,936.08	\$78,522.86

Loan amortization schedule for year 3 (2020):  
 You will spend \$2,436.58 on interest and \$34,832.90 on principal.

period:	date:	interest paid:	principal paid:	remaining balance:
35	01/01/2021	\$163.59	\$2,942.20	\$75,580.66
36	02/01/2021	\$157.46	\$2,948.33	\$72,632.33
37	03/01/2021	\$151.32	\$2,954.47	\$69,677.86
38	04/01/2021	\$145.16	\$2,960.63	\$66,717.23
39	05/01/2021	\$138.99	\$2,966.80	\$63,750.43
40	06/01/2021	\$132.81	\$2,972.98	\$60,777.45
41	07/01/2021	\$126.62	\$2,979.17	\$57,798.28
42	08/01/2021	\$120.41	\$2,985.36	\$54,812.90
43	09/01/2021	\$114.19	\$2,991.60	\$51,821.30
44	10/01/2021	\$107.96	\$2,997.83	\$48,823.47
45	11/01/2021	\$101.72	\$3,004.07	\$45,819.40
46	12/01/2021	\$95.46	\$3,010.33	\$42,809.07

Loan amortization schedule for year 4 (2021):  
 You will spend \$1,555.69 on interest and \$35,713.79 on principal.

period:	date:	interest paid:	principal paid:	remaining balance:
47	01/01/2022	\$89.19	\$3,016.60	\$39,792.47
48	02/01/2022	\$82.90	\$3,022.89	\$36,769.58
49	03/01/2022	\$76.60	\$3,029.19	\$33,740.39
50	04/01/2022	\$70.29	\$3,035.60	\$30,704.89
51	05/01/2022	\$63.97	\$3,041.82	\$27,663.07
52	06/01/2022	\$57.63	\$3,048.16	\$24,614.91
53	07/01/2022	\$51.28	\$3,054.51	\$21,560.40
54	08/01/2022	\$44.92	\$3,060.87	\$18,499.53
55	09/01/2022	\$38.54	\$3,067.25	\$15,432.28
56	10/01/2022	\$32.15	\$3,073.64	\$12,358.64
57	11/01/2022	\$25.75	\$3,080.04	\$9,278.60
58	12/01/2022	\$19.33	\$3,086.46	\$6,192.14

Loan amortization schedule for year 5 (2022):  
 You will spend \$652.55 on interest and \$36,616.93 on principal.

period:	date:	interest paid:	principal paid:	remaining balance:
59	01/01/2023	\$12.90	\$3,092.89	\$3,099.25
60	02/01/2023	\$6.46	\$3,099.25	\$0.00

Loan amortization schedule for year 6 (2023):  
 You will spend \$19.36 on interest and \$6,192.14 on principal.

## Loan payoff summary

Loan details:		Loan payoff details:	
Loan amount:	\$175,000.00	Monthly payment:	\$3,105.79
Annual interest rate:	2.50%	Loan start date:	02/01/2018
Loan length:	5 years	Loan payoff date:	02/01/2023
Pay periodicity:	monthly	Interest paid:	\$11,347.32

On a \$175,000.00 loan you will spend \$186,347.32.  
 From this \$11,347.32 goes towards interest and \$175,000.00 will be applied to the principal.

## ASSET PURCHASE AGREEMENT

**AGREEMENT** made as of the 2<sup>nd</sup> day of January, 2018 (the "Agreement") by and between R K WING Corp, a Massachusetts corporation with a usual place of business at 206 Fitchburg Turnpike, Concord MA 01742 (the "Buyer"), and Virginia Cerqua, an individual and sole owner of the restaurant known as "CARNEIRO RESTAURANT CORP.", DOING BUSINESS AS ROSSINI'S PIZZERIA RESTAURANT, a Massachusetts corporation having its principal place of business at 206 Fitchburg Turnpike, Concord, MA 01742 (the "Seller").

### WITNESSETH:

WHEREAS, based upon the representations and warranties herein made by Seller and subject to the terms, conditions and undertakings of Seller contained in this Agreement, Buyer desires to purchase from Seller all of Seller's assets, properties and business, relating to the Business (as hereinafter defined); and

WHEREAS, based upon the representations and warranties herein made by Buyer and subject to the terms, conditions and undertakings of Buyer contained in this Agreement, Seller desires to sell to Buyer substantially all of Seller's assets, properties and business, relating to the Business;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto, intending to be legally bound, do hereby agree as follows:

## ARTICLE I. PURCHASE AND SALE OF THE ASSETS

1.1 Purchase and Sale of the Assets. Subject to the terms of this Agreement, at the Closing (as hereinafter defined), Seller shall sell, assign and transfer, free and clear of all liens, mortgages, security interests, charges and encumbrances, to Buyer, and Buyer shall purchase, substantially all of Seller's assets, properties and business, relating to the Business. Such assets, properties and business are hereinafter referred to as the "Assets." The Assets include, without limitation, all of Seller's right, title and interest in the following: (a) The furniture, fixtures, all inventory at the time of Closing, leasehold improvements owned by Seller, including without limitation the tangible assets listed on the attached Schedule 1.1(a); (b) all customer lists, business records, historical sales and quotation files, business telephone and fax numbers, and other intellectual property, including the name "**ROSSINI'S PIZZERIA RESTAURANT**", and goodwill relating to the business of Seller known as **ROSSINI'S PIZZERIA RESTAURANT** (the "Business"); and (c) all rights under the contracts and agreements necessary for the operation of the Business.

1.2 Excluded Assets. Excluded from Section 1.1 above are all cash and cash equivalents and accounts receivable of the Business.

1.3 No Assumed Liabilities.

(a) Except as specifically provided hereinafter, Buyer shall not buy or assume any of Seller's liabilities or obligation of any kind or nature, contractual or otherwise, and shall not be liable for the payment of any of Seller's employee benefits or legal or accounting expenses incident to the transaction.

(b) Buyer shall have no obligation to employ any current employee of Seller after the Closing Date. Buyer may offer employment to employees of Seller at its discretion.

1.4 Instruments of Transfer. At the Closing, Seller shall deliver to Buyer such bills of sale, assignments and other good and sufficient instruments of conveyance and transfer, in form and substance satisfactory to Buyer and its counsel, as shall be effective to convey and transfer to, and vest in, Buyer title to the Assets.

Simultaneously with such delivery, Seller shall take such action as may be necessary to place Buyer in possession and control of the Assets. From and after the Closing, at Buyer's request and without further consideration, Seller shall execute and deliver such other instruments and take such other action as Buyer may reasonably require more effectively to convey and transfer to and vest in Buyer title to the Assets, and to place Buyer in possession and control thereof.

1.5 Purchase Price. The purchase price for the Assets shall be **TWO HUNDRED AND FIFTY THOUSAND ( \$250,00.00/XX ) DOLLARS** (the "Purchase Price" ) with **seventy five thousand (\$75,000.00/xx) dollars** at the time of closing and the Buyer to Execute a promissory note to the seller in the amount of **one hundred and seventy five thousand (\$175,000.00/xx) dollars payable monthly at 2.5 per cent interest for a five year time period.** ( see the promissory note and amortization schedule attached hereto )

1.6 The Closing. The closing of the purchase and sale of the Assets (the "Closing") shall take place at **THE LAW OFFICE OF MARK S CARAMANICA,**

**707 MAIN STREET, WALTHAM MA 02451**, at o on Friday, December 8<sup>th</sup>, 2017  
at 8am to be effective January 2, 2018. (the "Closing Date").

1.7 Allocation of Purchase Price. Seller and Buyer agree that the gross purchase price shall be allocated among the Assets, as soon as practicable following the Closing Date, in a reasonable manner consistent with Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury regulations thereunder (and any similar provision of state, local or foreign law, as appropriate), and Schedule 1.7 attached hereto (the "Allocation"). Seller and Buyer agree to file all tax returns (including, if applicable, Form 8594) in a manner consistent with this Section 1.7 and the Allocation and will not, in connection with the filing of such tax returns, make any allocation that is contrary to the Allocation unless required to do so by applicable law and after prior written notice thereof to Buyer. Seller and Buyer agree to consult with each other with respect to all issues related to the Allocation in connection with any tax audits, controversies, or litigation.

## **ARTICLE II. REPRESENTATIONS AND WARRANTIES OF SELLER**

As a material inducement to Buyer to enter into and perform this Agreement, Seller represents and warrants, that:

2.1 Organization. Seller is an individual residing in Massachusetts and the Business is a sole proprietorship owned by Seller, validly existing under the laws of the Commonwealth of Massachusetts, with full power and authority to carry on its business

as now conducted, and to consummate the transactions contemplated by this Agreement.

2.2 Authority. The execution and delivery by Seller of this Agreement and all other agreements and instruments required by the provisions of this Agreement have been duly authorized, and the consummation of the transactions herein or therein contemplated and the compliance with the terms, conditions and provisions hereof or thereof will not conflict with or violate any provision of law, or result in a violation of or default in any provision of any regulation, order, writ, injunction or decree of any court or governmental agency or authority or of any agreement or instrument to which Seller is a party, or by which Seller is bound or to which Seller or any of the Assets is subject, or constitute a default thereunder or result in the imposition of any lien, charge, encumbrance or security interest of any nature whatsoever upon any of the Assets pursuant to the terms of any such agreement or instrument. Seller has full right, power and authority to execute, deliver and perform this Agreement and all other documents contemplated hereby, and to sell the Assets being sold by Seller hereunder. This Agreement, and all other agreements contemplated hereby which are to be executed by Seller, when executed and delivered by Seller, will constitute the valid and legally binding obligations of Seller, enforceable in accordance with their terms, except as the enforceability of the Agreement or such other agreements may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting generally the enforcement of creditors' rights and except as the remedy of specific performance may be unavailable in certain cases.

2.3 Taxes. Seller has timely filed all federal, state, local and other tax returns which are required to be filed by Seller and which were due prior to the date of this Agreement and has paid all taxes shown thereon, including without limitation all taxes on properties, income, licenses, sales and payrolls.

2.4 Liabilities. As of the Closing Date, Seller has no liabilities with respect to the Business, of any nature, whether accrued, absolute, contingent or otherwise, which will become liabilities of Buyer upon the consummation of the transactions contemplated herein.

2.5 Title to Property. Seller has good and marketable title, free from any liens, mortgages, security interests, charges or encumbrances of any nature whatsoever to the Assets.

2.6 Contracts. Except as specifically provided herein, Buyer shall not buy or assume any of Seller's contracts.

2.7 Litigation. There are no pending or threatened actions, suits or proceedings before any court, commission, agency or other administrative authority against or affecting Seller with respect to the Business or the Assets, or which would interfere with the operation of the Business or the transactions contemplated by this Agreement, and Seller is not the subject of any order or decree with respect to the Business or the Assets.

2.8 Employee Matters. No employee of Seller shall become an employee of Buyer as a result of or in connection with this Agreement, and Buyer shall not be

obligated to Seller, any employee of Seller or any other person under any employee benefit plan of Seller.

2.9 Broker's Fee. Seller has not incurred any obligation of any kind whatsoever to any person for a broker's fee in connection with the transactions contemplated by this Agreement other than the broker's commission payable by Seller to Business 360 Advisors, Inc. (the "Broker") in accordance with an agreement between Seller and the Broker.

2.10 Continued Business. Seller is not aware of any reason why its customers or suppliers will not continue to do business with the Buyer after the Closing in the same manner in which they have done business with the Seller prior to the Closing.

2.11 Disclosure. No representation or warranty made by Seller in this Agreement and no statement made in any of the exhibits or schedules furnished by Seller in connection with the transaction herein contemplated is false or misleading or omits to state any fact that is necessary to make any such representation or statement not misleading. There is no fact which adversely affects or in the future may adversely affect the business, property, condition (financial or otherwise), or results of operations of Seller with respect to the Business and which has not been set forth in this Agreement or an exhibit or schedule hereto.

### **ARTICLE III. REPRESENTATIONS AND WARRANTIES OF BUYER**

As a material inducement to Seller to enter into and perform this Agreement, Buyer represents and warrants, that:

3.1 Organization and Authority of Buyer. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, with full power and authority to execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement.

3.2 Authority. The execution and delivery by Buyer of this Agreement and all other agreements and instruments required by the provisions of this Agreement have been duly authorized by all necessary action of Buyer and its stockholders, and the consummation of the transactions herein or therein contemplated and the compliance with the terms, conditions and provisions hereof or thereof will not conflict with or violate any provision of law or the Certificate of Organization of Buyer, or result in a violation of or default in any provision of any regulation, order, writ, injunction or decree of any court or governmental agency or authority or of any agreement or instrument to which Buyer is a party, or by which Buyer is bound or to which Buyer or any of its assets is subject, or constitute a default thereunder or result in the imposition of any lien, charge, encumbrance or security interest of any nature whatsoever upon any of its assets pursuant to the terms of any such agreement or instrument. Buyer has full right, power and authority to execute, deliver and perform this Agreement and all other documents contemplated hereby. This Agreement, when executed and delivered by Buyer to Seller, will constitute the valid and legally binding obligations of Buyer, enforceable in accordance with its terms, except as the enforceability of the Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting generally the enforcement of creditors' rights and except as the remedy of specific performance may be unavailable in certain cases.

3.3 Broker's Fee. Buyer has not incurred any obligation of any kind whatsoever to any person for a finder's fee in connection with the transactions contemplated by this Agreement.

#### **ARTICLE IV. COMPENSATION AND INDEMNIFICATION**

4.1 Compensation and Indemnification: General. Subject to all of the provisions of this Article IV, Seller, by its execution of this Agreement, hereby agrees to indemnify, defend with counsel reasonably satisfactory to Buyer, save and hold Buyer harmless from and against, and to compensate it for, any and all, demands, claims, actions, causes of action, assessments, damages, liabilities, losses, expenses, judgments or deficiencies of any nature whatsoever (including, without limitation, reasonable attorneys' fees and other costs and expenses incident to any suit, action or proceeding) received, incurred or sustained by Buyer which shall arise out of or result from (i) any breach of any representation, warranty or covenant (including, without limitation, those set forth in Article II hereof), or non-fulfillment of any obligation of Seller under this Agreement; (ii) the failure of Seller to pay any corporate income, payroll, sales or other taxes when due to any taxing authority; and (iii) the operation of the Business by Seller.

4.2 Survival of Representations and Warranties. The representations, warranties, covenants and obligations of Seller set forth in this Agreement shall survive the Closing for one year, except that liability with respect to any representation, warranty, covenant or obligation as to which a claim is made within such one-year period shall continue until finally determined and paid; provided, however, that (a) the representations and warranties set forth in Sections 2.3 (Taxes), 2.7 (Litigation) and 2.9

(Brokers' Fee) shall survive until the expiration of applicable statute of limitations for claims with respect to such matters (including all periods of extension, whether automatic or permissive); and provided, further, that any claims covered by Seller's insurance policies for the period prior to Closing shall not be subject to such expiration period. Any claim under this Article IV by Buyer must be made by written notice to Seller within said one-year period.

4.3 Third Party Claims. Should any claims be made or suit or proceeding be instituted against Buyer within the aforesaid one-year period which, if valid or prosecuted successfully, would be a matter for which Buyer is entitled to be defended, saved harmless or indemnified under this Article IV (a "Third Party Claim"), Buyer shall notify Seller in writing concerning the same promptly after the assertion or commencement thereof. Seller shall control the defense of any Third Party Claim and shall use its best efforts to defeat or minimize any loss resulting from such Third Party Claim. Seller shall provide Buyer with such information and opportunity for consultation as may reasonably be requested by it. Buyer shall be entitled, at its own expense, to participate in the defense of a Third Party Claim and to engage counsel for such purpose. In the event of any dispute regarding the reasonableness of a proposed settlement, the party which will bear the larger financial loss resulting from such settlement will make the final determination in respect thereto, which determination will be final and binding on all involved parties. Buyer shall render all assistance as Seller shall reasonably request in the defense of any Third Party Claim.

## ARTICLE V. COVENANTS

5.1 Conduct of the Business. During the period from the date of this Agreement and continuing until the earlier of the termination of this Agreement or the Closing, the Seller agrees, except to the extent expressly contemplated by this Agreement or as consented to in writing by the Buyer, to carry on its business in the ordinary course in substantially the same manner as heretofore conducted and in compliance in all material respects with all applicable laws.

5.2 Agreement Not to Compete. Seller covenants and agrees that for a period of two (2) years after the Closing, she will not, directly or indirectly, as an owner, principal, partner, member, shareholder, independent contractor, consultant, investor, licensor, lender or in any other capacity whatsoever, carry on, be engaged or take part in, or render services or advice to, any person engaged in, or intending to become engaged in, any business which is competitive with the Business purchased by the Buyer within a 10 mile radius of the Premises.

5.3 Licenses. Buyer shall have obtained all licenses (other than the alcohol license) necessary for the operation of Business as a restaurant. The Buyers will immediately make application to transfer the current liquor license held by the seller in connection with their operation of the Business being sold hereunder. Seller (the "Licenseholder"), will use its best efforts to assist Buyer in the transfer of the current license held by Licenseholder.

## ARTICLE VI. CONDITIONS TO OBLIGATIONS TO CLOSE

6.1 Conditions to Closing by the Buyer. All obligations of Buyer under this Agreement are subject to the fulfillment and satisfaction, prior to or at the Closing, of the following conditions, any one or more of which may be waived by Buyer:

- (a) The representations and warranties of the Seller set forth in this Agreement shall be true and correct in all material respects, with respect to representations and warranties not qualified by materiality, or in all respects, with respect to representations and warranties qualified by materiality, as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (or, in the case of representations and warranties made as of a specific date, as of such date).
- (b) Seller shall have performed in all material respects the covenants required to be performed by it under this Agreement at or prior to the Closing Date.
- (c) There shall be no effective or pending law or order that would prohibit the Closing, and the Seller shall have obtained all necessary approvals of any governmental entities in connection with the transactions contemplated hereby.
- (d) Seller shall have delivered to the Buyer all consents to the consummation of the transactions contemplated hereby as are required under any contract to which the Seller is a party or by which any of its assets or properties are bound.

(e) Buyer and the landlord of the Premises shall have executed a new lease with respect to the Premises, in a form satisfactory to the Buyer;

(f) Seller shall have delivered or caused to be delivered to the Buyer a Bill of Sale for the Assets in the form attached hereto as Exhibit A (the "Bill of Sale"), duly executed by the Seller.

6.2 Conditions to Closing by the Seller. All obligations of Seller under this Agreement are subject to the fulfillment and satisfaction, prior to or at the Closing, of the following conditions, any one or more of which may be waived by Seller:

(a) The representations and warranties of the Buyer set forth in this Agreement shall be true and correct in all material respects, with respect to representations and warranties not qualified by materiality, or in all respects, with respect to representations and warranties qualified by materiality, in each case as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (or, in the case of representations and warranties made as of a specific date, as of such date).

(b) Buyer shall have performed in all material respects the covenants required to be performed by it under this Agreement at or prior to the Closing Date.

(c) There shall be no effective or pending law or order that would prohibit the Closing, and the Buyer shall have obtained all necessary approvals of any governmental entities in connection with the transactions contemplated hereby.

(d) Buyer shall have delivered or caused to be delivered to the Seller the Purchase Price.

## ARTICLE VII. GENERAL

7.1 Further Assurances. The parties hereto agree to execute and deliver any and all papers and documents which may be reasonably necessary to carry out the terms of this Agreement. The form and substance of all other documents hereunder shall be satisfactory in all reasonable respects to Seller and its counsel and to Buyer and its counsel.

*The parties further agree and acknowledge that the Buyer, individually and not as a corporation, has operated the business since the seller originally purchased the restaurant.. The seller has filed all required corporate taxes due and payable based upon information supplied by the Buyer during this period of time. The Buyer agrees to be responsible and indemnify the Seller for any and all issues relative to sales taxes, meals taxes, income statements and corporate taxes filed and payroll taxes*

7.2 Entire Agreement. All schedules hereto shall be deemed to be incorporated into and made part of this Agreement. This Agreement, together with the schedules hereto, contains the entire agreement between the parties and there are no agreements, representations or warranties by any of the parties hereto which are not set forth herein. This Agreement may not be amended or revised except by a writing signed by the parties hereto.

7.3 Binding Effect: Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement and all rights hereunder may not be assigned by Seller, except by prior written consent of Buyer.

7.4 Separate Counterparts. This Agreement may be executed in several identical counterparts, all of which when taken together shall constitute but one instrument, and it shall not be necessary in any court of law to introduce more than one executed counterpart in proving this Agreement.

7.5 Transactional Costs. Each party to this Agreement shall be responsible for its own legal, accounting and other consulting services, if any, attendant to the negotiation and drafting of this Agreement and to the transactions contemplated by this Agreement.

7.6 Notices. All notices or other communications required hereunder, to be effective, shall be in writing and shall be personally delivered to the parties.

7.7 Severability. The provisions of this Agreement are severable, and the invalidity of any provision shall not affect the validity of any other provision.

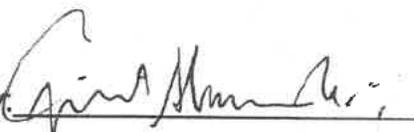
7.8 Captions: Gender. The captions herein have been inserted solely for convenience of reference and in no way define, limit or describe the scope or substance of any provision of this Agreement. All pronouns used herein shall include both the masculine and feminine gender as the context requires.

7.9 Governing Law. The execution, interpretation and performance of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the date first written above.

SELLER:

BUYER:

By:   
CARNEIRO RESTAURANT CORP.

By:   
R K WING CORP

Schedule 1.1(a)

LISTING OF ASSETS TO BE INCLUDED IN THE SALE:

- 1 - Hobart Slicing Machine
- 1 - Polar Walk-in Cooler 10x20
- 1 - Hobart Dough Mixer
- 1 - Manitowoc Ice machine and Bin
- 1 - Kenmore Stand up freezers {3}
- 1 - Magic refrigerator
- 1 - True refrigerator Pizza Station
- 1 - True refrigerator Salad Station
- 1 - True freezer Upright
- 1 - Volrath Food warmer
- 1 - Pitco Fryolater
- 1 - US Range Stove
- 1 - Bakers Pride double D pizza oven
- 1 - Hatco Pizza Slice Warmer
- 1 - Computer POS system 4 terminal  
With printers.
- 1 - Updraft exhaust Systems {3}
- 1 - Vegetable Prep Sink 3 bay
- 1 - Dish wash Sink
- 1 - Dish washer under counter EMS
- 1 - Vacuum Cleaner
- 1 - Dining Room tables {12}
- 1 - Stainless Steel Prep tables {3}
- 1 - Bench Seats {10}
- 1 - Mop Sink
- 1 - Video Camera System Q-See
- 1 - True refrigerator
- 1 - Microwave {2}
- 1 - Star flat Grill
- 1 - Shelves Stainless Steel {4}
- 1 - Employee Time clock
- 1 - Pizza sign {6}

SECTION 1.7 ALLOCATION OF SALE PROCEEDS

Carneiro Restaurant Corp.  
Allocation of Purchase Price  
1/x/2018

Est'd fair market value						
Acq date	Furniture & Equipment	Vehicles	Land Imprvmts	15 year Leasehold Improvmt	Goodwill	Total
x/x/2017 Smart car		10,000				
4/23/2016 Refrigerator	2,000					
5/4/2016 Paving/sidewalk			1,148			
8/19/2016 Imprvmts 2016				3,380		
9/9/2016 Imprvmts 2016				4,333		
10/28/2016 Imprvmts 2016				5,237		
2/1/2001 Eqpt from P&S	10,000					
2/1/2010 Video cam from P&S	650					
2/1/2010 Furn from P&S	6,000					
2/16/2010 Hobart Mixer from P&S	750					
7/18/2011 Equipment	1,200					
10/20/2011 Dining booths	600					
11/17/2011 Floor						
11/18/2011 Dining booths	1,600			300		
9/10/2012 Equipment	3,500					
10/31/2012 Qual leasehold impr				9,000		
5/9/2013 Pizza oven	9,000					
6/23/2013 Cameras and acces	2,500					
7/8/2013 Shed				2,000		
7/12/2013 Equipment	1,000					
10/29/2013 Sign	2,500					
1/20/2014 Tiling				2,900		
7/22/2014 Refrigerators	7,000					
1/30/2015 Kitchen cabinets				2,300		
4/3/2015 Nissan van		18,000				
12/4/2015 Pizza station	1,500					
<b>Total, Class V Assets</b>	<b>49,800</b>	<b>28,000</b>	<b>1,148</b>	<b>29,450</b>		<b>108,398</b>
<b>Total, Class I Assets</b> (Cash, savings accounts)						<b>50,000</b>
<b>Total, Class III Assets</b> (Prepaid Insurance, Lease security deposit)						<b>4,800</b>
<b>Total, Class IV Assets</b> (Inventory)						<b>12,000</b>
<b>Total, Class VI Assets</b> (S.197 intang, workforce in place, customers, suppliers, other rights granted by govt)						<b>25,000</b>
<b>Goodwill - balance, Class VII Assets</b>						<b>49,802</b>
<b>Total</b>						<b>250,000</b>

Note: Liquor license is not included as it remains with Gilbert

## Asset Acquisition Statement Under Section 1060

OMB No. 1545-1021

▶ Attach to your income tax return.

Attachment  
Sequence No. **169**

▶ Information about Form 8594 and its separate instructions is at [www.irs.gov/form8594](http://www.irs.gov/form8594)

Name as shown on return <b>CARNEIRO RESTAURANT CORP</b>	Identifying number as shown on return
--	---------------------------------------

Check the box that identifies you:

Purchaser       Seller

**Part I General Information**

<b>1</b> Name of other party to the transaction <b>GILBERT C ALMEIDA</b>	Other party's identifying number
Address (number, street, and room or suite no.)	
City or town, state, and ZIP code	

<b>2</b> Date of sale	<b>3</b> Total sales price (consideration) <b>250000</b>
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**Part II Original Statement of Assets Transferred**

4 Assets	Aggregate fair market value (actual amount for Class I)	Allocation of sales price
Class I	\$ 50000	\$ 50000
Class II	\$ 0	\$ 0
Class III	\$ 4800	\$ 4800
Class IV	\$ 12000	\$ 12000
Class V	\$ 108398	\$ 108398
Class VI and VII	\$ 74802	\$ 74802
<b>Total</b>	<b>\$ 250000</b>	<b>\$ 250000</b>

**5** Did the purchaser and seller provide for an allocation of the sales price in the sales contract or in another written document signed by both parties? . . . . .  Yes     No

If "Yes," are the aggregate fair market values (FMV) listed for each of asset Classes I, II, III, IV, V, VI, and VII the amounts agreed upon in your sales contract or in a separate written document? . . . . .  Yes     No

**6** In the purchase of the group of assets (or stock), did the purchaser also purchase a license or a covenant not to compete, or enter into a lease agreement, employment contract, management contract, or similar arrangement with the seller (or managers, directors, owners, or employees of the seller)? . . . . .  Yes     No

If "Yes," attach a statement that specifies (a) the type of agreement and (b) the maximum amount of consideration (not including interest) paid or to be paid under the agreement. See instructions.



**CONCORD POLICE DEPARTMENT**

**MEMORANDUM**

**TO:** Select Board

**FROM:** Joseph F. O'Connor, Chief of Police

**DATE:** January 7, 2021

**SUBJECT:** *RK WING CORP., d/b/a ROSSINI'S PIZZERIA AND RESTAURANT*  
**APPLICATION FOR NEW ALCOHOL BEVERAGE LICENSE (WINES AND MALT BEVERAGES)**

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Select Board:

This memo has been submitted per your request as the Town of Concord's Alcohol Licensing Board to review the new license application of RK Wing Corporation, d/b/a Rossini's Pizzeria and Restaurant to serve wine and malt beverages. Detective Keith Harrington was assigned to review the application. The names and positions listed on the application are as follows:

**Raphael Klipp Borges – Owner**  
**Lecilia DeSouza – Manager of Record**  
**Uziel DeSouza – Alternate Manager of Record**

The investigation by Detective Harrington did not reveal any information that would statutorily disqualify the issuance of the license; however, attached is a memo dated January 24, 2020 along with supporting documents, which were previously sent to the Select Board holding the positions at the time. My recommendation remains as stated in the January 24, 2020 memo, which is to deny the license application.

Respectfully,



Joseph F. O'Connor  
Chief of Police

cc: Stephen J. Crane, Town Manager  
Detective Keith Harrington

**CONCORD POLICE DEPARTMENT**

**MEMORANDUM**

**TO:** Select Board

**FROM:** Joseph F. O'Connor, Chief of Police

**DATE:** January 24, 2020

**SUBJECT:** *LICENSE VIOLATION - RK WING CORPORATION  
D/B/A/ ROSSINI'S PIZZARIA AND RESTAURANT*

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Select Board:

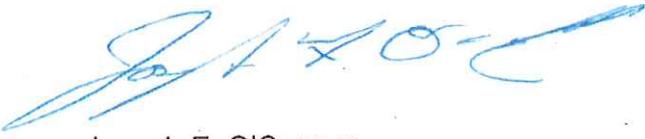
This memo is submitted to the Select Board in your duly constituted role as the Town of Concord's Local Licensing Authority. Attached are reports (Concord Police Department: Case #20-826-OF) submitted by Officer Nicholas Clemente and Detective Keith Harrington. Detective Keith Harrington serves as the Police Department's Licensing Officer and is tasked with investigating all allegations of violations of licensed premises.

On January 8, 2020, Officer Clemente was dispatched to investigate the illegal sale of alcohol at Rossini's Pizzeria and Restaurant located at 206 Fitchburg Turnpike. His preliminary investigation revealed that sales had occurred despite the expiration of the issued license on December 31, 2018. Officer Clemente advised the on-duty Manager, Lecicilia DeSousa, that Rossini's no longer had an active license and to cease selling alcohol on the premises. On January 9, 2020, Detective Harrington began a follow-up investigation. He interviewed witnesses and obtained evidence that indicated \$120.87 in sales from January 2<sup>nd</sup> through January 8<sup>th</sup>, 2020.

Detective Harrington concluded: the sale of alcohol by Rossini's violated the Town of Concord's Alcohol Rules and Regulations; specifically Section 6, for selling alcohol without a license. In addition, the sales violated Massachusetts General Laws Chapter 138 Section 2 (Improper Sale of Alcohol) and Chapter 138 Section 23 (Improper Management).

I concur with the findings of Detective Harrington, and respectfully request the Select Board to review the investigative materials, and should there be a future request for a license by the parties involved, that the request be denied.

Respectfully,

A handwritten signature in blue ink, appearing to read "J. F. O'Connor", with a long, sweeping horizontal stroke extending to the right.

Joseph F. O'Connor  
Chief of Police

cc: Stephen J. Crane, Town Manager



**Concord Police Department**  
219 Walden Street P.O. Box 519  
Concord, Massachusetts 01742  
Tel: 978-318-3400 Fax: 978-369-8420  
Joseph F. O'Connor, Chief of Police



## Department Memorandum

To: Chief Joseph F. O'Connor  
From: Detective Keith Harrington  
Date: January 10, 2020  
Subject: Alcohol Investigation Rossini's  
cc: Lt. Christopher Troiano, Sgt. Jeffery Young

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### NOTICE OF LICENSE VIOLATION

This memo is to inform you of an alleged incident involving Rossini's Pizzeria and the allegation of selling alcohol without a license. Concord Police Report 20-826-OF and Investigative Report 20-2-IV are attached. Under the Town of Concord Alcoholic Beverage Rules & Regulations, the following violations are alleged to have occurred:

- **Sale of Alcoholic Beverages, Improper.** G.L. c.138 § 2
- **Improper management.** G.L. c. 138 § 23.
  - Allowing the above illegality to take place.
  - Failure to obey all the laws, rules, and regulations of the Commonwealth ABCC and Concord Licensing Board.

A check of Concord Police Department Alcohol Licensing records shows that this is the first incident of 2020 involving Rossini's for this type of violation. A review of the Rossini's file has revealed prior violations. Under the Town Of Concord Alcoholic Rules and Regulations, the following applies:

- **Sec. 6 Violations;** *Violations may include, but not be limited to sale or delivery to and underage person, sale to or delivery to an intoxicated person, sales to or delivery to an intoxicated person, sales or serving before or after hours stated on the License, use of narcotics, on the Licensed premises, gaming/gambling, and failure to meet any of the terms of the regulations of the Select Board.*

The matter present to the Department is a serious allegation and violation of the rules set forth by the Town of Concord under the Alcoholic Beverages Rules & Regulations.

It is the recommendation of this investigator that this incident be forwarded to the Select Board for a full hearing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Keith Harrington". The signature is fluid and cursive, with a long horizontal stroke at the end.

Detective Keith Harrington  
Alcohol Licensing Officer  
Concord Police Department

Concord Police Department

Page: 1

PERSONNEL NARRATIVE FOR PATROL OFFICER NICHOLAS B CLEMENTE

Ref: 20-826-OF

Entered: 01/08/2020 @ 2123      Entry ID: 83  
Modified: 01/15/2020 @ 1557      Modified ID: 33  
Approved: 01/08/2020 @ 2143      Approval ID: 33

On Wednesday, January 8, 2019 I, Officer Nicholas Clemente, was assigned to the 16:00-00:00 HRs patrol shift in marked cruiser #3. At approximately 16:15 HRs, I received a call from Lieutenant Kevin Monahan. Lt. Monahan informed me that Rossini's Pizzeria in Concord did not renew their liquor license. Lt. Monahan asked me to go to Rossini's and speak with someone regarding this issue.

I arrived and began speaking with the manager, Lecilia De Souza. I asked Ms. De Souza if they were still serving alcoholic beverages. Ms. De Souza said, "Yes we serve alcohol." I informed Ms. De Souza that their liquor license was expired and that they could not serve alcohol until it is renewed.

Ms. De Souza seemed extremely surprised. Ms. De Souza then grabbed the liquor license that was hanging on the wall behind the counter. Ms. De Souza showed me the liquor license. In bold lettering the license states "Valid until December 31, 2019" I pointed this out to Ms. De Souza.

I informed Ms. De Souza that they are not allowed to sell any alcohol until a manager goes to the Town Hall in Concord and renewed their license. Ms. De Souza said she understood and they would stop the sale of alcohol until they do.

Respectfully Submitted,  
Officer Nicholas Clemente #83

Concord Police Department  
SUPPLEMENTAL NARRATIVE FOR DETECTIVE KEITH A HARRINGTON  
Ref: 20-826-OF

Page: 1

Entered: 01/09/2020 @ 1437      Entry ID: 51  
Modified: 01/15/2020 @ 1608      Modified ID: 33

The following supplemental is a summary of events for case #20-826-OF.

On 1/9/2020 I conducted a follow up investigation on the allegations of violation of Town of Concord's Alcoholic Beverage Rules and Regulations.

I spoke with Christopher Carmody, Administrative Assistant for the Town of Concord who oversees the renewal of alcohol licenses. Mr. Carmody informed me that Mr. Rafael Borges had filed paperwork with the Town of Concord to purchase Rossini's Restaurant from Mr. Gilbert Almedia.

In October of 2018 the paperwork was submitted to the Town of Concord. It was reviewed by Mr. Andrew Mara, who was the Administrative Assistant at the time. It was submitted to the Board of Selectman and was approved, with a potential date of December of 2018.

Mr. Carmody stated that he received notification from the Massachusetts Alcoholic Beverage Control Commission (ABCC) on 12/15/2019 that the application was denied, noting that it stated, "RETURN NO ACTION".

Mr. Carmody stated that he sent Mr. Borges the information from the ABCC informing him of the denial. His interpretation of the denial from the ABCC was that Mr. Borges should have applied for a license transfer, rather than an application for a new license. The fact that there were multiple change requests within the application was one of the factors that led to the ABCC making this decision.

Mr. Carmody stated that Mr. Borge's 2019 Malt & Beverage License expired on 12/31/2019. Mr. Carmody stated that he made Mr. Borges aware of this. He stated that he made it a point to Mr. Borges to make him aware of this. He further stated that he scheduled a meeting with Mr. Borges on 1/6/2020 at the town house to discuss.

At their meeting on 1/6/2020, Mr. Carmody stated that he and Mr. Borges met to go over any questions he had about preparing and completing the state application for the liquor license transfer. Mr. Carmody stated that he relayed to Mr. Borges the advice that the Town of Concord had received from the ABCC, specifically, that towns can renew liquor licenses while their state applications are pending.

Mr. Carmody stated that he was "unequivocally clear" with Mr. Borges that his town-issued liquor license had expired December 31, 2019 and the establishment wasn't allowed to sell liquor until he had a license. Mr. Carmody stated that Mr. Borges acknowledged several times during the conversation that he understood his business wasn't in total compliance with the town and state regulations.

At 1230 hours, I spoke with Mr. Borges at Rossini's. I informed him of the reason for my visit and asked him if he was aware that his alcohol license was expired and he stated that he was. I asked him if he had been selling alcohol and he stated that he was, up "until yesterday when the police came".

Mr. Borges stated that he met with Mr. Carmody on 1/6/2020 to discuss his application. He stated at that

## SUPPLEMENTAL NARRATIVE FOR DETECTIVE KEITH A HARRINGTON

Ref: 20-826-OF

Entered: 01/09/2020 @ 1437      Entry ID: 51  
Modified: 01/15/2020 @ 1608      Modified ID: 33

time that he asked Mr. Carmody if he could still sell alcohol until 1/10/2020, when he would be leaving for Brazil. He stated that Mr. Carmody told him that it would be "ok".

Mr. Borges then provided me with a Town of Concord Common Victular license. He stated that he received this in the mail and put it up. He stated that he believed that this was his alcohol license.

Mr. Borges then produced his expired Town of Concord Malt & Beverage license. After being made aware of the difference, Mr. Borges came to the understanding that he was not in possession of the appropriate license.

Mr. Borges provided copies of receipts from 1/2/2020 until 1/7/2020 for alcohol sales at Rossini's. The total amount of alcohol sales for the time period was \$120.87

At this time I informed Mr. Borges that I would be documenting the incident for an alcohol violation and that the matter would be referred to Chief O'Connor for review and recommendation.



**TOWN OF CONCORD**  
**Office of the Select Board**  
Town House  
P.O. Box 535  
Concord, Massachusetts 01742

TEL: 978-318-3001

FAX: 978-318-3002

**DATE:** January 27, 2021  
**TO:** Concord Select Board  
**FROM:** Jeremy Romanul, Senior Administrative Assistant  
Christopher Carmody, Administrative Manager  
**COPY:** Stephen Crane, Town Manager  
Chief O'Connor  
**SUBJECT:** Rossini's Pizzeria and Restaurant liquor license applications

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This memo is being submitted to provide a timeline of events relevant to the application by RK Wing Corp, d/b/a Rossini's Pizzeria and Restaurant, located at 206 Fitchburg Turnpike, Concord, MA (the "Applicant") for a Section 12 Wines and Malt Beverages License for 2021.

The former owner was originally approved for a Section 12 liquor license in 2009 and the business has fulfilled its annual document requirements ever since. The business was sold to Rafael Borges in January 2018, and the business subsequently filed paperwork with the Town to note the change in ownership.

The Select Board approved a Change of Corporate Name, Change of Ownership Interest, and Change of Officers/Directors/LLC Managers during a Select Board meeting on December 3, 2018, after a public hearing.<sup>1</sup> The Town Manager's Office ("TMO") staff forwarded the application to the Massachusetts Alcoholic Beverages Control Commission (the "ABCC") for final approval. On January 15, 2019, the ABCC returned the application to the Town, stating "return no action." When asked, ABCC clarified that the application had been denied because there were too many amendments. ABCC recommended that the Applicant consolidate the amendments into a "license transfer" application. TMO staff informed the Applicant that ABCC had not approved the application and relayed the recommendation to submit a license transfer application.

It is the TMO's understanding that the Applicant worked on its application between July 2019 and December 2019. As the TMO staff began processing license renewals in the fall of 2019 for calendar year 2020, they contacted the Applicant's owner as a reminder about the need to submit

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<sup>1</sup> As a point of reference, applicants must get approval from the state (in the form of an approved ABCC liquor license application) and the Town (in the form of approval by the local licensing authority, the Concord Select Board) in order to obtain a liquor license. The Town incorporates the ABCC license application as part of its own application requirements. Once the application is complete, the Select Board may schedule a public hearing, review and deliberate, and ultimately vote on the application. If approved, the Select Board forwards their approval to ABCC for their ultimate approval. ABCC must notify the local licensing authority of its decision.

the requisite paperwork. TMO staff met in person and communicated over the phone with Mr. Borges several times through the end of 2019 to advise him on the requirements for submitting a complete Transfer of License and license renewal application. The TMO did not indicate that the application was complete or approved, and staff were clear with the Applicant that the Select Board had the sole local authority to review and approve liquor licenses. By December 31, 2019, the Applicant had not submitted a complete package. The Applicant, therefore, was not granted a liquor license for the 2020 calendar year.

The Applicant continued to sell alcohol in January 2020. On January 8, 2020, Officer Clemente of the Concord Police Department was dispatched to investigate whether the applicant was selling alcohol. His investigation revealed that alcohol was sold despite the expiration of the liquor license. Detective Harrington of Concord Police Department conducted a follow-up investigation that indicated sales of liquor of about \$120.00 on the premises between January 2, 2020 and January 8, 2020. On January 15, 2020, Select Board Chair Michael Lawson issued a cease and desist order to the Applicant for the sale of all and any alcoholic beverages, reiterating that the Select Board had not renewed or approved a liquor license for their establishment for 2020. As a result of this violation, Police Chief O'Connor recommended that the Select Board not approve the Applicant for a 2021 liquor license.

In February 2020, the Applicant renewed its efforts to complete the licensing requirements. This process was interrupted due to the COVID-19 Pandemic, when restaurants were required to close indoor dining temporarily. Mr. Borges contacted TMO staff in December 2020 to complete a new license application. TMO staff worked with Mr. Borges to ensure the paperwork for the new license application for 2021 was complete. Once a complete new license application was submitted, TMO staff worked with Select Board Chair Linda Escobedo to arrange the public hearing before the Select Board to review the new license application for the Applicant on January 11, 2021. During that meeting, the Select Board voted to continue the public hearing in order to gather more information.



**Concord Police Department**  
219 Walden Street P.O. Box 519  
Concord, Massachusetts 01742  
Tel: 978-318-3400 Fax: 978-369-8420  
Joseph F. O'Connor, Chief of Police



## Department Memorandum

To: Chief Joseph F. O'Connor  
From: Detective Keith Harrington  
Date: January 25, 2021  
Subject: Rossini's Meeting  
cc:

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Sir,

On 1/25/2020 I met with Raphael Klipp Borges, Lecilia DeSouza, and Uziel DeSouza, who are identified as the Owner, Manager of Record, and Alternate Manager of Record for Rossini's Pizzeria. Present at the meeting also was Jeremy Romanul from the Town Manager's Office.

The purpose of the meeting was to review both Town of Concord Alcoholic Beverages Rules & Regulations and the applicable laws under M.G.L. Ch. 138, which relate to the sale of alcohol.

In reviewing the town's rules and regulations, Jeremy and I focused on the duties of the Manager of Record and Alternate Manager of Record. Ms. DeSouza stated that in her current role, she is usually present at Rossini's from opening until closing for 6 days a week, and that Mr. DeSouza would be there for the days in which she is not present. Mr. Borges was present in the conversation and acknowledged and agreed with the duties and responsibilities of the Manager/Alternate Manager of Record.

I noted to both Ms. DeSouza and Mr. Borges that their TIPS certification had expired, and they acknowledged that they were aware and in the process of recertifying online.

Under section 2-Supervision/Presence of the rules and regulations, I reinforced that no employee or manager, employee, or owner may consume alcoholic beverages while working. All of the parties present for Rossini's acknowledged and stated that they understood.

Under section 3- Duties at "Closing Hour"- I noted that the Concord Police Department and the marked units on the road in the sector make note and log if the establishments appears to be open after the time designated on the license. I did state that I am aware that often times cleaning, exterminating, and other functions that cannot be performed during the day, take place after hours. I reminded Mr. Borges that for those situations that he make the department aware, and refrain from serving or allowing consumption of alcohol.

Under sections 4 and 5- Duty to Summon Police/File Report, I again noted to Mr. Borges, Ms. DeSouza, and Mr. DeSouza the need for transparency and communication. I made them aware of the fact that if an incident takes place in the establishment, or in the immediate area outside that involves a Rossini's employee or customer, it is their duty to notify me and document the incident, and that the easiest form of communication can be through email. I again reiterated to Mr. Borges that there can be no confusion on this matter and that it is incumbent upon him to notify and document any incident(s) that take place that require the response and assistance of the Concord Police. I asked all parties of Rossini's if they understood this and they stated that they did.

Under section 6-Violations, I made Mr. Borges, Ms. DeSouza and Mr. DeSouza aware of the fact that each year is a new year for violations, but if a violation occurs for a previous infraction occurs that Rossini's has been cited for, that violation, including the date, and any accompanying Concord Police documents, will be attached and Chief O'Connor will be made aware of the violation by me. I further made them aware of the structure of the violations for a calendar year.

In closing, I reviewed several sections of M.G. L. c.138 regarding alcohol, specifically reviewing, sections 12 (sale of alcoholic beverages), section 34 (sale of alcohol to individuals under 21), section 30H (possession and transportation of beverages not authorized for sale), section 34D (posting of notice penalties for driving under the influence and open container) section 69 ( sale or delivery of alcohol to an intoxicated person), and section 23 (improper management, by allowing any of the stated violations to take place).

At the conclusion of the meeting, Mr. Romanul and I again reiterated to Mr. Borges, Ms. DeSouza, and Mr. DeSouza, if they had any questions or if there was any confusion, to which they stated no. I asked them again to contact me if they had any questions and that going forward that there should be any issue or concern, to contact me.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Keith Harrington". The signature is fluid and cursive, with a long horizontal stroke at the end.

Detective Keith Harrington  
Alcohol Licensing Officer  
Concord Police Department

\*\*\*DRAFT LETTER\*\*\*

Citizens' Stamp Advisory Committee  
475 L'Enfant Plaza SW, Room 3300  
Washington, DC 20260-3501

Dear Committee Members,

In 2025, the towns of Concord, Lexington and Lincoln in Massachusetts will celebrate, along with the rest of the nation, the 250<sup>th</sup> anniversary of the beginning of our war for independency.

On the night of April 18<sup>th</sup>, 1775, Paul Revere and William Dawes began their famous ride to alert Hancock and Adams of their impending arrest and the colonial minutemen to the fact that the 'regulars' were on the march to Concord to recover munitions. Revere and Dawes met up with Samuel Prescott and along the way they were stopped by British soldiers in what is now the town of Lincoln. Revere was detained and the approximate place is now known as the Paul Revere Capture site in Minuteman National Historical Park. Samuel Prescott, a native of Concord, rode on to alert the town.

On the morning of April 19<sup>th</sup>, 1775, 700 British regulars, or Redcoats arrived at the green in Lexington and confronted 77 locals. A British officer command that they "Throw down your arms," but a shot rang out, fired by an unknow person which was followed by a hail of fire killing eight locals, wounding nine, and wounding one Redcoat.

The British continued their march to Concord and upon arrival set fire to what little munitions they could find. Believing the town was ablaze, Minutemen gathered on the far side of the North Bridge which the British were defending. The British fired upon the Minutemen and they return fire with what would become known as "the shot heard 'round the world."

The British began their retreat to Boston, an 18-mile journey along what would later become known as the Battle Road. Over 2000 Minutemen would engage the British along this Road which, from Concord through Lincoln and on to Lexington, is part of the Minuteman National Historical Park.

In 1925 on the 150<sup>th</sup> anniversary of the battle of Lexington and Concord, the United States Postal Service issued stamps to commemorate these events (Scott Catalogue numbers 617-619). And, in 1975 in the American Bicentennial Issue, the Postal Service again commemorated the Battles at Lexington and Concord with an additional stamp intitled, 'Birth of Liberty' (Scott Catalogue number 1563). Paul Revere was commemorated on a stamp as part of the Postal Service's 'Great Americans' series (Scott Catalogue 1048) number.

We believe it would be fitting and on behalf of our towns we request that to commemorate the 250<sup>th</sup> anniversary of these events the United States Postal Service issue three separate stamps, one depicting Paul Revere's Capture in Lincoln, one depicting the Battle on Lexington Green and one depicting the Shot Heard 'Round the World at the Old North Bridge in Concord.

We have carefully reviewed the selection criteria and believe this request would commemorate events that honor extraordinary and enduring contributions to American history; events that are historically significant for an anniversary that is a multiple of 50 years; and represent events that were positive contributions to American history.

Sincerely,

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Linda Escobedo  
Chair  
Concord Select Board

---

Douglas Lucente  
Chair  
Lexington Select Board

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James Craig  
Chair  
Lincoln Board  
Of Selectmen

# Concord 2025 Executive Committee (Draft #2)

## Purpose and Duties

The year 2025 will mark the 250<sup>th</sup> anniversary of the battles of Lexington and Concord. 2026 will mark the 250<sup>th</sup> anniversary of the signing of the Declaration of Independence. To mark these anniversaries, the Select Board will create the Concord 2025 Executive Committee. The purpose of the Committee is to evaluate and make recommendations as to how the Town should organize for this event and to serve as the Executive Committee to oversee other committees to be created to assist with this effort; and, to oversee activities to be held to commemorate the 250<sup>th</sup> Anniversary of the Battle of Concord and other historical events related to the founding of our Country.

The Executive Committee will also coordinate the Town's events with our sister communities of Lincoln, Bedford, Lexington, and Arlington (Battle Road 2025); Minuteman National Historical Park; as well as with other local, state, regional and federal events.

As part of its duties, the committee shall:

1. develop a comprehensive plan for celebrating and promoting the 250th anniversary of the Battle of Concord;
2. **identity funding needs and a plan for both public and private funding;**
3. develop a plan for a permanent memorial and recommend its placement;
4. appoint subcommittees, where necessary, to carry out specific tasks and in so doing may appoint members of the Executive Committee and/or other residents of the Town;
5. identify opportunities for individuals or organizations to participate in celebrations of the anniversary;
6. ensure that activities represent a commitment to diversity and inclusiveness, and create opportunity at all levels and activities for citizen participation;
7. hold public hearings from time to time in order to gain input from the residents of Concord, including at least three in the first eighteen months of the committee's formation; and,
8. report its activities to the Select Board on a periodic basis, but no less often than on a quarterly basis.

## Membership

The Committee shall be a **13-15 member committee** with appointments made by the Select Board

Representatives from each of the following groups will constitute the committee:

- Select Board (1)
- Town Representative(s) (TM, DPW, Tourism Mgr. or ?)
- **Concord Public Schools (1)**
- Business Community (**Concord Business Partnership or Economic Vitality Committee (1)**)
- Reenactment Community Representative (1)
- Community members with a background in history and event planning and/or logistics (2)
- Community leaders with fundraising experience (2)
- Civic or Community groups (1)
- Arts and Music Community (1)
- Concord Museum (1)
- Minuteman National Historical Park (1)
- Concord Library (1)
- Citizens at Large (2)

#### **Other Considerations**

The Committee shall comply with the provisions of the Open Meeting Law (OML), the Public Records Law, the Conflict of Interest Law and all other laws and regulations of the Commonwealth, as well as all relevant Bylaws and Administrative Policies of the Town.

Membership: (Draft #1 Questions posed)

What organizations should be represented: MMNHP, The Museum, the Library, the Umbrella, the Chamber of Commerce, The Concord Business Partnership.

Citizens at Large: How many?

Town Government representation: who and how many

Other Issues:

How should fundraising be handle – as part of this committee, a separate committee?

- Appointments: allowance for dual committee appts.?
- Callout Staff support as appropriate from other town departments: DPW, Police and Fire Depts., TMO,
- Mtg. staff support.

To: Town of Concord Select Board  
Re: Request for Town implementation of a 5G small cell policy  
Date: January 26, 2021

Dear Ms. Escobedo and Select Board Members,

I hope this letter finds you well. I am writing to request that the Select Board discuss the following time-sensitive issue as an agenda item at an upcoming Select Board meeting, with the goal of reviewing information on, and considering, the adoption of the [Town of Burlington's 5G small cell policy](#).

Concord does not currently have a small cell policy in place. Without a policy, Concord residents and the Town will be vulnerable to the exclusive interests of the telecommunication companies, therefore allowing the installation of 5G small cell antennas anywhere in Town with no input from the boards or the people who live here. This small cell policy should be in place before wireless carriers submit an application. According to the new FCC 5G rules, towns are allowed only a short period of time to respond to each application.

The Town of Burlington has implemented an excellent policy (see attached). Additionally, Bedford, MA and Lincoln, MA have both recently adopted and implemented Burlington's small cell policy.

I encourage the Select Board to communicate with these three Towns regarding Burlington's small cell policy.

Again, this matter is of utmost importance and urgency. Is it possible to have this item placed on an upcoming Select Board meeting agenda? If not, what would you recommend as steps for having a conversation between citizens and the Select Board about 5G in Concord?

Thank you for your consideration regarding this time-sensitive matter. I look forward to speaking with you.

Regards,

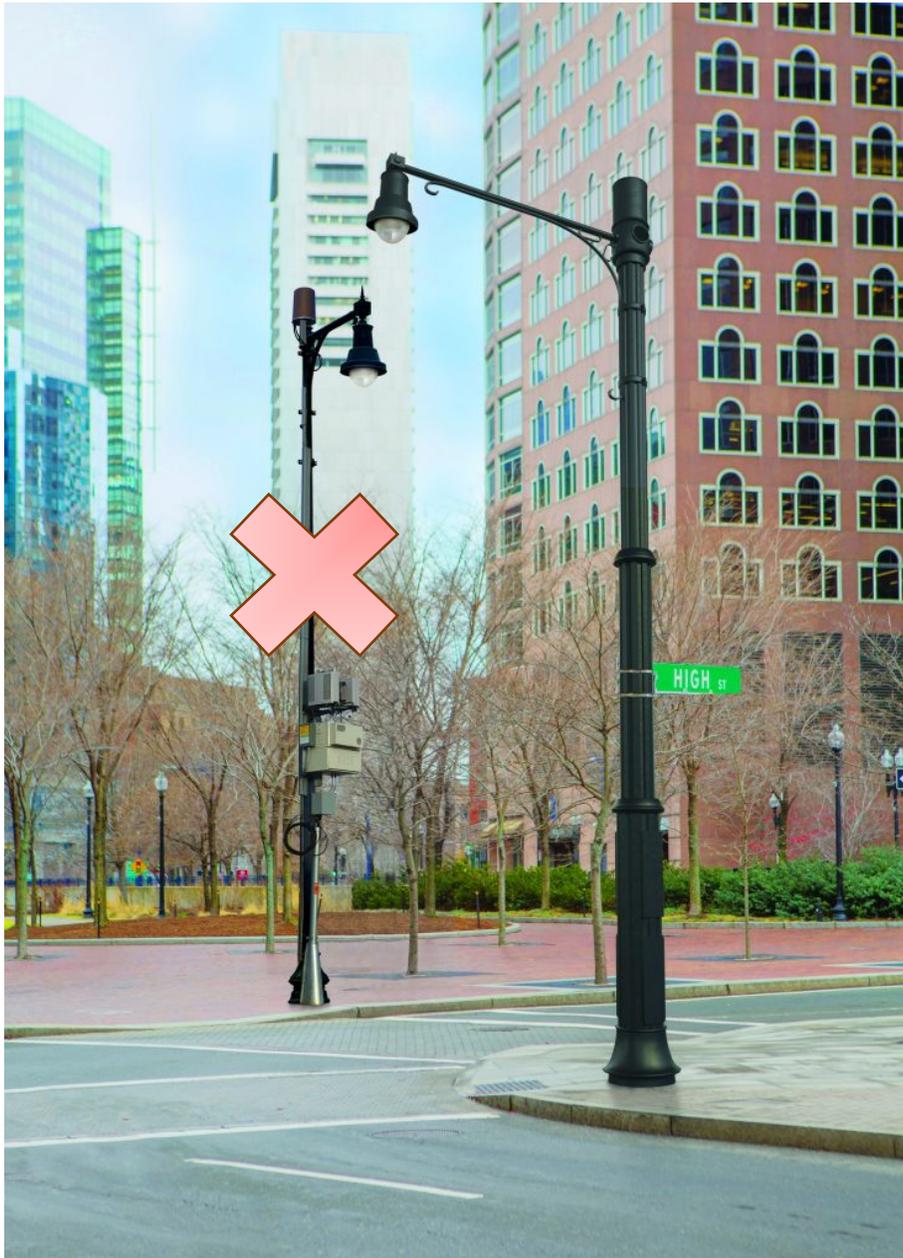
Courtney Whalen

65 Dover Street  
Concord, MA 01742  
(781) 307-1929

# Town of Burlington Small Wireless Facility

and similar structures

## Design Rules and Regulations



This policy describes approved aesthetic and location criteria for Small Wireless Facilities in the Town of Burlington. These requirements apply to both the SWF and accessory equipment, such as ground-mounted equipment. The Planning Board approved Town of Burlington Small Wireless Facility and similar structures Design Rules and Regulations at their meeting of April 4, 2019.

## **1. Background**

Public spaces and streetscapes enhance the quality of life for our residents and visitors, and ensures that the Town has the foundation to become a more walkable and sustainable city. It also serves as the city's civic, cultural, and physical framework of the character of Burlington.

To address the growing demand for wireless technology across the United States, cellular providers propose to increase the capacity of their networks by deploying small cell infrastructure (Small Cell), a new lower-powered antenna technology, to reduce data traffic load on roof mounted equipment and larger cell towers. This new technology requires infrastructure to be installed in closer proximity to the users on the ground. Small Cell infrastructure consists of antennas and related power equipment that transmits wireless signals to improve reliable data streaming. This infrastructure will provide cellular and data coverage to smaller geographic areas. New Small Cell facilities will improve the provider's ability to meet the public's current 4G (LTE) voice and data demands and the future 5th generation cellular needs for interconnected devices to operate at high speeds to access data.

Small Cell infrastructure will affect the function and aesthetics of public spaces. Cities across the nation are beginning to address the issue of balancing the need to accommodate the increased cellular demand with their community's public space character and function. To provide the necessary coverage, each cellular provider will install infrastructure to serve their individual needs; additionally, some companies serve as an infrastructure provider installing equipment that will house infrastructure for multiple cellular providers. Like other utilities, federal law allows Small Cell infrastructure equipment in the public right-of-way. Balancing the need to accommodate increasing cellular demand while preserving public space character and function is critically important, as is the need to design and place the proposed infrastructure in an appropriate way.

## **2. Adoption**

These Rules and regulations are intended to cover the general standards and aesthetics for the design and installation of Small Cell and similar technology.

## **3. Siting Prohibitions**

Small Cell infrastructure is not permitted to be installed on:

- a. No small cell wireless installation shall be installed on Double Poles

- b. No small cell wireless installation shall be installed on poles which are not ADA
- c. compliant.
- d. No equipment shall be placed inconsistent with ADA regulations for passage around said infrastructure.
- e. Cabinets or other small cell infrastructure may not be placed within the travel way of the sidewalk to impede ADA accessibility. Sidewalk travel ways shall maintain a minimum of 4 feet in width to accommodate the snow clearing vehicles along the sidewalks.
- f. No small cell wireless installations shall remain within the Town right of way or
  - a. on Town property which has not been certified as in use in the annual recertification
  - b. affidavit.
- g. No small cell wireless installation equipment shall be replaced or altered without
  - a. a re-application, hearing, and approval from the Board of Selectmen unless the
  - b. equipment is no longer properly functioning, and it is being replaced with the
  - c. same or substantially similar equipment.

#### **4. Aesthetic Requirements for Small Cell Wireless Facilities**

- a. Except when Small Cell infrastructure is attached to a wood pole, poles and all equipment must be the same color and finish as surrounding streetlight poles or third party poles.
- b. Exposed wires are not permitted.
- c. Corporate or company names (except for location identification purposes noted below), logos, identifying graphics or other advertisements shall not be painted, embossed, applied or displayed in any manner on the poles, equipment enclosures (boxes, cabinets, etc.), hand hole covers, or other component of the pole. Individual location identification information will be permitted, provided no letter, number, or graphic symbol is taller than one inch in height.
- d. Standalone Poles: The height of any standalone pole including its antenna(e) shall not exceed 32 feet or no more than 10 percent taller than other adjacent poles, whichever is greater.
- e. Wood Poles: The height of any replacement wood pole including its antennae shall not exceed 45 feet.

#### **5. ANTENNAS**

- a. Each small wireless antenna shall be located entirely within a shroud or canister type enclosure.

- b. The diameter of the antenna enclosure at its widest point should not be wider than two times the diameter of the top of the wireless support structure. The enclosure shall not exceed six cubic feet in volume.
- c. All antenna enclosures shall either be mounted to the top of the wireless support structure pole and aligned with the centerline of the wireless support structure, or mounted to the side of the wireless support structure such that the vertical centerline of the antenna enclosure shall be parallel with the wireless support structure with the height of the side mounted antenna being at a location on the wireless support structure noted in the application and approved by the Town, but at least 10 feet above ground level at its lowest point.
- d. Tree "topping" or the improper pruning of trees is prohibited. Any proposed pruning or removal of trees, shrubs or other landscaping already existing in the ROW must be noted in the application and must be approved by the Tree Warden.

### 5.1 CABLES AND WIRES

All cables, wires and connectors related to the small wireless facility must be fully concealed on the wireless support structure and shall match the color of the wireless support structure. There shall be no external cables and wires related to the small wireless facility hanging off or otherwise exposed on the wireless support structure.

### 5.2 COLORS

All colors shall match the background of any wireless support structure that the facilities are located upon, including equipment cabinets. Notwithstanding the foregoing, in the case of existing wood utility poles, finishes of conduit shall be zinc, aluminum or stainless steel, or colored to match those metal finishes, and equipment cabinets shall be the color of brushed aluminum.

### 5.3 EQUIPMENT ENCLOSURES/CONCEALMENT

- a. Equipment enclosures, including electric meters, shall be as small as possible, but in no event larger than 28 cubic feet in volume. Ground-mounted equipment shall incorporate concealment elements into the proposed design matching color and materials of the wireless support structure, unless other materials or colors are approved by the Town. Concealment may include, but shall not be limited to, landscaping, strategic placement in less obtrusive locations and placement within existing or replacement street furniture.

- b. Radio equipment shall be fully enclosed within an equipment cabinet or concealed within the antenna shroud enclosure matching the color and materials of the wireless support structure, unless other materials or colors are approved by the Town.
- c. Landscaping concealing equipment enclosures shall be planted in such quantity and size such that 100% screening is achieved within two years of installation.

## 6. SIGNAGE/LOGOS/LIGHTS/DECALS/COOLING FANS

- a. Signage: The small wireless facility permittee shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the small wireless facility that is visible to the public. Signage required under this section shall not exceed 4 inches by 6 inches, unless otherwise required by law (e.g. radio-frequency (RF) ground notification signs) or the Town. If no cabinet exists, the signage shall be placed at the base of the pole.
- b. Lights: New small wireless facilities and wireless support structures shall not be illuminated, except in accord with state or federal regulations, or unless illumination is integral to the camouflaging strategy such as design intended to look like a street light pole.
- c. Logos/Decals: The small wireless facility operator/permittee shall remove or paint over unnecessary equipment manufacturer decals. The color shall match or shall be as approved by the Building Inspector. Small wireless facilities and wireless support structures shall not include advertisements and may only display information required by a federal, state, or local agency. The small wireless facility operator/permittee shall utilize the smallest and lowest visibility RF warning sticker required by government or electric utility regulations. Placement of the RF sticker shall be as close to the antenna as possible.
- d. Cooling Fans: In residential areas, the small wireless facility operator/permittee shall use a passive cooling system. In the event that a fan is needed, the small wireless facility operator/permittee shall use a cooling fan with a low noise profile.

## 7. LOCATION REQUIREMENTS

### 7.1 MOST PREFERABLE LOCATIONS

The following are the most preferred areas for new small wireless facilities in the order of preference (1 being most preferable):

1. *Industrial Districts* if not adjacent to a park, residential district or historic district.

2. *Public Rights of Way* areas if not adjacent to a park, residential district.

## 7.2 COLLOCATION PREFERENCE

It is the Town's strong preference that whenever an applicant proposes to place a new small wireless facility that the applicant collocate the same on existing wireless support structures.

## 7.3 LEAST PREFERABLE LOCATIONS

The following are the least preferred areas for new small wireless facilities in the order of preference (3 being least preferable).

1. *Residential Districts*
2. *Parks*

## 7.4 CONSIDERATION OF ALTERNATE LOCATIONS

The Town reserves the right to propose an alternate location for a small wireless facility and/or wireless support structure to the location proposed in the application within one hundred feet of the proposed location or within a distance that is equivalent to the width of the ROW or structure in or on which the small wireless facility and/or wireless support structure is proposed, whichever is greater, which the operator shall use if it has the right to use the alternate location on reasonable terms and conditions and the alternate location does not impose technical limits or additional costs.

## 7.5 General limits: Adherence to Other Applicable Standards

If a streetscape is redesigned in the future, including, but not limited to the location and type of streetlights, small cell providers will be required to remove their infrastructure at their own cost and apply to reinstall small cell infrastructure in accordance with these guidelines and the new streetscape.

## 7.6 GUIDELINES ON PLACEMENT

The Town desires to promote cleanly organized and streamlined facilities using the smallest and least intrusive means available to provide wireless services to the community. Generally, a small wireless facility and/or wireless support structure shall match and be consistent with the materials and finish of the wireless support structure, adjacent poles and structures, and of the surrounding area adjacent to their location.

The following additional guidelines on placement shall apply:

- a. Small wireless facilities and wireless support structures shall be located no closer than 150 feet away, radially, from another small wireless facility and wireless support structure.
- b. A combination wireless support structure and streetlight pole should only be located where an existing pole can be removed and replaced, or at a new location where it has been identified that a streetlight is necessary.
- c. Small wireless facilities and wireless support structures shall be located in a manner that does not impede, obstruct, or hinder usual public pedestrian or vehicular travel or public safety on a ROW.
- b. Small wireless facilities and wireless support structures shall be located in a manner that does not obstruct the legal use of a ROW by a utility provider.
- c. Small wireless facilities and wireless support structures shall be located in a manner that does not violate or conflict with the zoning and general bylaws, applicable law and regulations, or this policy.
- d. Small wireless facilities and wireless support structures shall be located in a manner that does not violate the federal Americans with Disabilities Act.
- e. Small wireless facilities and wireless support structures shall be located in a manner that does not negatively impact the structural integrity of the associated wireless support structure.
- f. Small wireless facilities and wireless support structures shall be located in alignment with existing trees, utility poles, streetlights, and buildings.
- g. Small wireless facilities and wireless support structures shall be located equidistant between trees when possible, with a minimum of 15 feet separation such that no proposed disturbance shall occur within the critical root zone of any tree.
- h. Small wireless facilities and wireless support structures shall be located with appropriate clearance from existing utilities.
- i. Small wireless facilities and wireless support structures shall be located so as not to be located along the frontage of any building deemed to be of historic significance on a federal, state, or local level.
- j. Small wireless facilities and wireless support structures shall be located not within sight triangles at street intersections.
- k. New wireless support structures shall not be located directly in front of any existing residential, commercial or industrial structure.

To the greatest extent possible, new wireless support structures shall be located in line with existing lot lines or an equidistance from any two existing structures. In areas of the Town where multiple structures abut each other and/or where no side

lot setback requirements exist, new wireless support structures shall not be located directly in front of an entrance or window of any existing structure.



## 8. Pedestrian Path and Amenity Zone

- a. The sidewalk area of public space is typically delineated into the pedestrian path and the amenity zone. The amenity zone is located between the pedestrian path
- b. and the roadway and provides access between the two as well as the area for
- c. street trees, streetlights and traffic signals, and other functional elements. It is
- d. critical that all pedestrian paths are clear to facilitate safe and optimal access and circulation along sidewalks.
- e. Standalone poles shall not be located in the clear pedestrian path
- f. Standalone poles shall be aligned with existing streetlights, third party poles, and street trees as applicable in order to maintain a visual and physical organization of structures within the right-of-way, as measured from the center of the base of the pole. When streetlight and street tree alignment are offset within the amenity or curbside zones, prioritize alignment of the small cell facility with streetlights.
- g. All measurements shall be taken from the outer edge of the standalone pole and
- h. the infrastructure listed in the following specific limits/prohibitions.
- i. Standalone poles must be placed a minimum of six feet (6') from existing fire hydrants or buildings' fire connections.

- j. Standalone poles shall be located a minimum of 10 feet (10') from light poles and traffic signal poles.
- k.
- l. Standalone poles shall be located a minimum of 3 feet (3') from bicycle racks and shall not impede the attachment of bicycles.
- m.
- n. Standalone poles shall be placed a minimum of ten feet (10') from any
- o. above grade building face, including bay windows, show windows, oriel
- p. windows, and building projections or overhangs.
- q. Poles should be located, to the maximum extent possible, to minimize impact on
- r. businesses and residential mixed-use development by avoiding placement
- s. directly in front of building entrances, alignment with windows, primary entry
- t. walks, or delivery zones or entrances.



## 9. Access, Circulation, and Sight Distances

- a. Safe and functional access, circulation, and clear sight lines are important for pedestrian ease of movement and to maintain unobstructed line of sight among
- b. drivers, pedestrians, bicyclists.
- c. Standalone poles shall not obstruct ADA access, including maintaining a clear
- d. landing at the top of curb ramps at crosswalks.
- e. Pole placement shall not impede, obstruct, violate, conflict with, or hinder any
- f. mode of travel over or access to any public street, bridge, tunnel, highway, lane,
- g. path, alley, sidewalk, or driveway, including but not limited to the obstruction of

- h. sight lines.
- i. Poles shall be placed consistent with the most current Manual on Uniform Traffic
- j. Control Devices and adopted District standards for maintenance of an
- k. intersection's sight line triangles.
  
- l. A minimum of fifteen feet (15') shall be maintained between the pole and the
- m. outside edge of the alley or driveway.

## 10. Other required submission information

- a. A composite map of all the desired locations of the small cell providers to understand the total need for facilities and the areas of highest demand within the study area.
- b. An understanding as to why there is no requirement for multiple providers to share infrastructure (hoteling) and whether this could occur if the number of allowable poles were reduced.

## 11. Other applicable stealth applications



STEALTH designs, engineers, and fabricates interior small cell systems in addition to exterior sites. We can create just about anything your imagination can dream up, including, but not limited to:

- a. Chimneys

- b. Light Poles
- c. Rooftop Pods
- d. Cupolas (as seen above)
- e. The Town of Burlington encourages any application that reduces the visual clutter within our environment.

## **12. LIMITATIONS**

While the Town fully intends to apply the guidelines established in this policy uniformly to all small wireless facility applications, there may be circumstances where not every specific guideline may be met. In these cases, Town staff will use its reasonable discretion in approving small wireless facilities permit applications that deviate from the strict application of this policy.

## **13. EFFECTIVE DATE OF POLICY**

This Policy will be effective as of the \_\_\_ of April, 2019. Modifications of the Design Rules and Regulations may be modified from time to time by the Burlington Board of Selectman.

Town of Burlington Policy  
Applications for Small Cell Wireless Installations

The Town of Burlington ("Town") by and through its Board of Selectmen hereby adopts this policy ("Policy") concerning Applications for Small Cell Wireless installations within the public right of way of the Town or located on Town- owned property.

1. Application Process.

- a. Applications shall be submitted to the Board of Selectmen through the Office of the Town Administrator accompanied by the application fee of \$500 per application, payable to the Town of Burlington. The \$500 fee will cover up to 5 locations. Each application for more than 5 installations is subject to a separate fee of \$100 per installation.
- b. Ten (10) hard copies and 1 (one) electronic copy of the application must be submitted. Applications may be hand-delivered during normal Town Hall office hours or mailed. If mailed, the date of receipt shall be the date from which the time standards are measured.
- c. The applicant must also pay for and publish and mail legal notices of the public hearing to local newspapers and abutters, as applicable. The applicant is responsible for obtaining the abutters list for each pole location within the application. The applicant must provide proof of mailing and publication to the Town Administrator.
- d. No application will be accepted for review until all items listed in 2, below, have been submitted, as well as all fees and the abutters list paid for.
- e. Upon receipt, the Office of the Town Administrator shall date and time stamp the Application as received.
- f. The Town Engineer or his designee shall make a determination as to completeness of the application and notify the Applicant, in writing, within 10 days, if the application is incomplete. If the Applicant is notified that the application is incomplete, the application is deemed rejected and must be resubmitted.
- g. The Office of the Town Administrator shall also circulate a copy of the application to the following departments for comment and review: Building; Engineering; Planning; Health; Police; Fire; Conservation Commission; and, any other department the Town Administrator, in his or her sole discretion, determines.
- h. Written comments from the departments shall be submitted to the Office of the Town Administrator within 20 days of circulation of the application.
- i. Once the application is deemed complete, and all comments have been received, the Board of Selectmen will schedule and hold a public hearing to consider the application, such that a determination may be made on any application for an installation on an existing structure within the time period required by law.
- j. Any material changes to an application, as determined by the Town in its sole discretion, shall constitute a new application for the purposes of the time standards. Where a changed or new application is submitted, the prior application shall be deemed withdrawn.
- k. Upon completion of the hearing, the Board of Selectmen may grant, grant with conditions, or deny the application, based on inadequate capacity of the pole or

mounting structure, safety concerns, reliability concerns, or failure to meet applicable engineering or design standards.

1. Any approval granted to an applicant shall be only for the specific applicant and application. Any change in the name/carrier or sistered service provided by another carrier or small cell wireless location will require a new application and approval from the Town.

2. Content of Applications. Applications shall include the following information:

a. Applicant's name, address, telephone number and email address.

b. Names, addresses, telephone numbers, and email addresses of anyone acting on behalf of the Applicant with respect to the application.

c. Detailed drawings, with wet stamp/wet signature, and descriptions of the equipment to be installed, whether mounted on poles or on the ground, or otherwise, including:

ii. Type of equipment

ii. Specifications of equipment (including but not limited to dimensions and weight of each piece of equipment and of all equipment)

iii. Dimension of each piece of equipment and total dimension of all equipment

iv. Costs of all equipment and installation

v. Equipment mount type and material

vi. Power source or sources for equipment, including necessary wires, cables, and conduit

vii. Expected life of equipment

viii. Coverage area of equipment, including:

1. Amount of antennas

2. Antenna model

3. Antenna length

4. Remote radio units (RRU) count and power

5. Antenna height

6. Typical coverage area radius

ix. Call capacity of equipment, including:

1. Total RRUs

2. Max bandwidth per RRU

3. Multiple input, multiple output (MIMO) per RRU

4. Backhaul rate per RRU

x. Hardening, including:

1. If there is battery backup

2. If there is generator backup

3. If there are multiple fiber paths to switch

xi. Frequency of equipment proposed to be installed.

d. Photos, renderings, and elevation of equipment proposed to be installed.

e. Detailed map with locations of the poles or other structure on which equipment is to

be located, including specific pole identification number, if applicable, and the areas it will service. The data must be supplied in a format that can be uploaded as a data layer to the Town's GIS map.

f. Detailed map showing existing and proposed small cell installations within 500 feet of the Application site.

g. Certification by a registered professional engineer that the pole/or location will safely support the proposed equipment.

h. Written consent from the pole, structure, or facility owner to the installation.

i. Affidavit from a Radio Frequency Engineer outlining the network/network service requirements in Burlington and how the installations address that need in Burlington. Such affidavit should characterize the current level of coverage and how the desired installations will change the current level of coverage, through or with coverage maps, including current and proposed coverage, including a breakdown of "excellent" "good" and "poor" reception areas, as set forth in section 8.4.5 of the Burlington Wireless Communication and Facilities provisions of the Burlington Zoning Bylaw.

j. Insurance certificate evidencing workers' compensation coverage, and comprehensive general liability coverage for the installation.

k. Description as to why the desired location is superior to other similar locations, from a community perspective, including:

i. Visual aspects

ii. Proximity to residential structures

l. Description of efforts to co-locate the equipment on existing structures, poles, or towers which currently exist or are under construction. A good faith effort to co-locate is required and evidence of such efforts must be included within the application.

m. An Affidavit from the applicant which certifies that it will maintain the installations in good repair and according to FCC standards, and will remove any installation not in such good repair, or not in use, within 60 days of being no longer in good repair or no longer in use.

n. Completed cover sheet on Town form, using extra sheets as necessary to provide all information.

o. Surety bond on which the Town is obligee, in an amount equal to the cost of installation, to ensure removal of equipment.

### 3. Annual Re-Certification and Affidavit.

a. Each year on July 1 the party responsible for the equipment maintenance shall submit an affidavit which shall list, by location, all small cell wireless installations it maintains within the Town of Burlington by location, and shall certify: (1) each such installation that remains in use; (2) that such in use installations remain covered by insurance as required by MassDOT; and (3) each such installation which is no longer in use.

b. The party responsible for the equipment maintenance shall pay an annual re-certification fee of \$100 per installation which remains in use.

c. Any small cell wireless installation which is no longer in use shall be removed by

the party responsible for its maintenance within 60 days of receipt of the annual re-certification affidavit, at that party's expense.

d. Any small cell wireless installation which is not removed within 60 days after being listed as no longer in use in the annual re-certification affidavit shall be subject to a fine of \$100/day against the party responsible for the equipment's maintenance until such installation is removed.

e. Where such annual re-certification has not been timely submitted, or equipment no longer in use has not been removed within the required 60-day period, no further applications for small cell wireless installations will be accepted by the Town until such time as the annual re-certification has been submitted and all fees and fines paid.

#### 4. Prohibitions.

a. No small cell wireless installations shall be installed on double poles.

b. No small cell wireless installation shall be installed on poles which are not ADA compliant.

c. No small cell wireless installations shall remain within the Town right of way or on Town property which has not been certified as in use in the annual recertification affidavit.

d. No small cell wireless installation equipment shall be replaced or altered without a re-application, hearing, and approval from the Board of Selectmen unless the equipment is no longer properly functioning, and it is being replaced with the same or substantially similar equipment.

e. No application may seek approval of more than five (5) proposed facilities.

f. No applicant or closely held applicant may file more than two (2) applications within 60 days of another.

g. No emailed applications shall be accepted for filing.

h. No equipment may be used that is manufactured by a company whose equipment is banned from use by any branch or department of the U.S. government.

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660 FIFTY-FOURTH REGIMENT MASS. VOLUNTEER INFANTRY

- Dixon, Henry A. — Priv. — Res. Shirley; mason; 21; enl. and must. Dec. 1, 1863; must. out Aug. 20, 1865.
- Dugan, George W. — Priv. — Res. Concord; farmer; 44; enl. Feb. 20, 1863; must. March 30, 1863; missing July 18, 1863, after assault on Fort Wagner, S. C.; supposed killed.
- Duncan, Justin M. — Priv. — Res. Chester; laborer; 19; enl. Feb. 18, 1863; must. March 30, 1863; must. out Aug. 20, 1865, as Corpl.
- Duncan, Lorenzo S. — Priv. — Res. Hinsdale; farmer; 21; enl. and must. Dec. 15, 1863; must. out Aug. 20, 1865.
- Ellis, George J. F. — Priv. — Res. Providence, R. I.; hostler; 19; enl. March 10, 1863; must. March 30, 1863; missing July 18, 1863, after assault on Fort Wagner, S. C.; supposed killed.
- Emerson, Edward B. — 2d Lieut. — Res. Pittsfield; student; 17; comm. 2d Lieut., June 1, 1863; must. July 10, 1863; comm. 1st Lieut., July 19, 1863; must. Jan. 6, 1864; wounded Nov. 30, 1864, at Honey Hill, S. C.; comm. Captain, March 30, 1865; must. May 8, 1865; must. out July 14, 1865, as Captain of Co. "E". See Co. "K" 34th Mass. Inf.
- Fletcher, Francis H. — Priv. — Res. Salem; clerk; 22; enl. Feb. 13, 1863; must. March 30, 1863; must. out Aug. 20, 1865, as Sergt.
- Ford, Joseph — Priv. — Res. Boston; hostler; 21; enl. March 27, 1863; must. March 30, 1863; missing July 18, 1863, after assault on Fort Wagner, S. C.; supposed killed.
- Foster, Moses — Priv. — Res. Pittsfield; farmer; 19; enl. and must. Dec. 21, 1863; must. out Aug. 20, 1865.
- Freeland, Milo J. — Priv. — Res. Sheffield; laborer; 22; enl. Feb. 16, 1863; must. March 30, 1863; must. out Aug. 20, 1865.
- Gardner, Ralph B. — Priv. — Res. Great Barrington; laborer; 23; enl. Feb. 18, 1863; must. March 30, 1863; taken prisoner, July 18, 1863, at Fort Wagner, S. C.; paroled March 4, 1865; disch. July 27, 1865, from U. S. Genl. Hospl., Annapolis, Md., as Corpl.
- Garrison, Silas — Priv. — Res. Chatham, Canada West; painter; 20; enl. March 28, 1863; must. March 30, 1863; wounded and missing in assault on Fort Wagner, S. C., July 18, 1863; supposed killed.
- Gibson, Martin Thomas — Priv. — Res. Taunton; waiter; 18; enl. and must. Oct. 10, 1863; must. out Aug. 20, 1865.
- Glazier, Abraham — Priv. — Res. Catskill, N. Y.; farmer; 18; enl. March 4, 1863; must. March 30, 1863; wounded July 18, 1863, at Fort Wagner, S. C.; died Jan. 3, 1865, of disease, at Morris Island, S. C.
- Gover, Franklin — Priv. — Res. Great Barrington; farmer; 19; enl. Feb. 18, 1863; must. March 30, 1863; must. out Aug. 20, 1865.
- Green, Joseph Henry — Priv. — Res. Boston; laborer; 16; enl. Feb. 23, 1863; must. March 30, 1863; must. out Aug. 20, 1865.
- Grey, Solomon — Priv. — Res. Woodstock, Canada; laborer; 21; enl. March 28, 1863; must. March 30, 1863; deserted April 14, 1863, from Camp Meigs, Readville, Mass.
- Groomer, Edward — Priv. — Res. Hudson, N. Y.; seaman; 19; enl. March 5, 1863; must. March 30, 1863; must. out Aug. 20, 1865.
- Hall, Elias — Priv. — Res. Boston; laborer; 26; enl. Feb. 11, 1863; must. March 30, 1863; must. out Aug. 20, 1865.
- Hallenbeck, John J. — Priv. — Res. Jersey City, N. J.; laborer; 23; enl. March 10, 1863; must. March 30, 1863; must. out Aug. 20, 1865.
- Halstead, James W. — Priv. — Res. Farmington, Conn.; farmer; 18; enl. March 4, 1863; must. March 30, 1863; must. out Aug. 20, 1865, as Corpl.
- Hamilton, Frank — Priv. — Res. Hinsdale; farmer; 40; enl. and must. Dec. 14, 1863; must. out Aug. 16, 1864, of disease, at Morris Island, S. C.
- Hamilton, Frank, 2d — Priv. — Res. Hinsdale; farmer; 22; enl. and must. Dec. 15, 1863; must. out Aug. 20, 1865.
- Hamilton, Thomas — Priv. — Res. Buffalo, N. Y.; sailor; 30; enl. March 28, 1863; must. March 30, 1863; wounded July 18, 1863, at Fort Wagner, S. C.; must. out Aug. 20, 1865.
- Harris, Charles E. — Priv. — Res. New York City; laborer; 22; enl. and must. May 11, 1863; must. out June 16, 1865, for disability, at Charleston, S. C.
- Harris, John H. — Priv. — Res. Abington; farmer; 38; enl. Feb. 28, 1863; must. March 30, 1863; must. out Aug. 29, 1865, at New York City.
- Harrison, William H. — Priv. — Res. Paris, Missouri; laborer; 23; enl. and must. Dec. 7, 1863; must. out Aug. 20, 1865.

Dear Ms. Linda Escobedo,

In our class we have been learning about George Washington Dugan and his support in the Civil War. Just recently, we chatted with historian Mr. Frese and Mrs. Hopkins about the plaque that the town is putting up in his honor for his support. We appreciate the help of giving him his very own plaque but we still feel like that his name should be added to the Civil War Monument in Concord center. By not adding his name to the monument it makes it look like George Washington Dugan did something different, than the rest of the soldiers when in reality he fought in our country just like all the other names on the present Civil War Monument. If you have visited the Civil War Monument, you might have noticed that there is a blank space right after the 53rd Regiment and before the 56th Regiment where his name still could be added. This is great because George Washington Dugan was in the 54th Regiment. Please, please keep reading to learn more about why it is so very important that we add George Washington Dugan's name to Concord's Civil War Monument.

George Washington Dugan sacrificed his life for the country. So it's only right that his name be added to the monument. George Washington Dugan was paid less than the white soldiers who also fought in the same war. George Washington Dugan needs to be recognized for his service. The monument is to honor men from Concord who died during the war and George Washington Dugan died during the war. George Washington Dugan was the only black person from Concord who fought in the Civil war. Those are my three reasons on why we should add George Washington Dugan's name to the Monument.

George Washington Dugan sacrificed his life for the Civil War. During the battle of Fort Wagner, "the slaughter resulted in 272 of the 600 troops in the 54th regiment [were] killed" -Rick Frese Concord and the Civil War: From Walden Pond to Gettysburg George Washington Dugan was most likely one out of the 272 and he should be part of the monument. The Confederate Army would bury the killed Union Soldiers in shallow graves. Over time the graves washed away and it's suspected that George Washington Dugan was most likely in one of them. George Dugan was among the missing in Company A. "None of these 52 missing in action soldiers from the 'Brave Black Regiment' returned home. There is no evidence of desertion in the ranks, quite the contrary. Dugan and his gallant comrades lost in the fighting made the supreme sacrifice." -Rick Frese Concord and the Civil War: From Walden Pond to Gettysburg. In conclusion this supports because George Washington Dugan was in that group and he was killed too like most of the others.

Secondly, George Washington Dugan was paid less than the white soldiers who also fought in the same war. George Washington Dugan was promised "\$100 bounty to be paid at the end of his service in addition to a \$13 a month in pay. (A promise that was broken when the government reduced this to \$10 per month. Black soldiers had to wait until June 1864 to be paid the same as white soldiers.)" -Enterprise Article. This shows that he was promised the same amount of money as the white soldiers he never got it and that's not fair. Also the black soldiers had to wait until 1864 in June to get paid. Next, this tells us that colored people had less rights than white people.

George Washington Dugan was the only black person from Concord who fought in the Civil War. "Private George W. Dugan [was] identified as 'the only native colored man who went to the Civil War from Concord'" -Rick Frese Concord and the Civil War: From Walden Pond to Gettysburg. This shows that he was the only native colored man. So he should still be as equal as the others. Also he was a hero just like everyone else who sacrificed their life in the war. He should be honored no matter if he's black.

George Washington Dugan sacrificed his life in the Civil War. George Washington Dugan was paid less than the white soldiers who also fought in the same war. George Washington Dugan was the only black person in Concord who fought in the Civil War. These reasons are very important because it's showing he should be added to the Monument in Concord square. If he came back and saw he was not on the Monument how do you think he would feel?

From,

Caroline Propis

Dear Ms. Linda Escobedo

I have been learning about George Washington Dugan and his contributions in the Civil War. Recently, my class talked with historian Mr. Frese and Mrs. Hopkins about the plaque that the town is putting up in his honor. I appreciate the efforts of giving him his own plaque but by not adding his name to the monument, it makes it seem as though George Washington Dugan did something different, when in reality he served our country just like all the other names on the current Civil War Monument. If you visit the Civil War Monument, you might notice that there is a space right after the 53rd Regiment and before the 56th Regiment where his name could be added. This is perfect because George Washington Dugan was in the 54th Regiment. Please keep reading to learn more about why it is so important that we add George Washington Dugan's name to Concord's Civil War Monument.

My first reason that George Washington Dugan's name should be added to the monument in Concord, Mass is that he was not drafted; he willingly joined the army. "The 54th Regiment Massachusetts Infantry was a volunteer Union regiment organized in the American Civil War" according to History.com which is the history channel's website. This statement proves that he should be honored for the sacrifice he made. It's brave for a 48 year old to just enlist into the army and not be drafted.

Another reason his name should be added to the monument in Concord, Mass is because he got paid less than the white soldiers and stayed enlisted. "Instead of the standard \$13 a month wage for soldiers, the colored regiment was paid \$10." says <https://historyengine.richmond.edu/>. George Washington Dugan was promised "\$100 bounty to be paid at the end of his service in addition to a \$13 a month in pay. (A promise that was broken when the government reduced this to \$10 per month. Black soldiers had to wait until June 1864 to be paid the same as white soldiers.)" says Mr. Frese from the Enterprise Article. George Washington Dugan was paid 3 dollars less enlisted in the army. He was only paid less because of the color of his skin. Even through all this disrespect he still continued to fight. The least our town could do is to add his name to the Civil War monument in Concord center.

And my final reason is that George Washington Dugan's family is important to Concord's history. Henry David Thoreau wrote about Elisha Dugan in a poem that was published in The Atlantic Monthly. Elisha Dugan was George's sister. "The names of streets are often a lasting reminder of the town's early history and are expressive of the personality of the town. Jennie Dugan Road in Concord is named for Thomas Dugan's wife" say an article from the Concord Museum. I know that his family is important to

Concord history even though it's not sure how he died, his family is still important and he helped out in the war.

George Washington Dugan willingly joined the war to help fight. Even though he got paid less than the white soldiers he still stayed enlisted. George and his family are important to Concord's history. It's important that we add George Washington Dugan's name to the Civil War monument in Concord Center because he fought in the war.

From,  
Colwyn

Dear **Ms. Linda Escobedo,**

In our class, we have been learning about George Washington Dugan and his contributions in the Civil War. Recently, we talked with historians Mr. Frese and Mrs. Hopkins about the plaque that the town is putting up in his name. We value the efforts of giving him his own plaque but we still feel strongly that his name should be added to the Civil War Monument in Concord Center. By not adding his name to the monument, it makes it seem as though George Washington Dugan did something different than everybody else, when in real life he served our country just like all the other people on the current Civil War Monument. If you visit the Civil War Monument, you might see that there is a space right after the 53rd Regiment and right before the 56th Regiment where his name could be added. This is brilliant because George Washington Dugan was in the 54th Regiment. Please keep reading to learn more about why it is so crucial that we add George Washington Dugan's name to Concord's Civil War Monument.

George Washington Dugan lost his life fighting for the Northern side, so why isn't he on this important monument? I think that George Washington Dugan should be added onto this monument because he fought in the Civil War, George Washington Dugan and his family are important to Concord's history, and he volunteered to fight, he was not drafted. Therefore, I think that George Washington Dugan should be added onto the Civil War Monument.

My first reason George should be added to the monument is because he fought in the Civil War. There is proof he did. And yes, I know what you're going to say, "But, we couldn't read his handwriting so we don't know that he lived in Concord!" His family lived in Concord and he grew up in Concord. I know he wasn't born in Concord, but you don't have to be in order to be on the monument. Many people on the monument weren't born in Concord. They just lived here just like he did.

My second reason I think he should be added is because George W. Dugan and his family are important to Concord's history. His mother has roads and streams named after her. These are so everyone remembers her and her family. Jennie Dugan was the first woman to own land in Concord. This means that there was no woman in town that owned farm land before she moved in.

Finally, my last reason is because he volunteered to fight in the military, he wasn't drafted. "The 54th Regiment Massachusetts Infantry was a volunteer Union regiment organized in the American Civil War." said History.com which is the history channel's website. This means that all the people in this group volunteered to fight and weren't

drafted. George Washington Dugan was part of this group. This means that he did volunteer to fight.

George Washington Dugan served in the Civil War. I think he should be added to the Civil War Monument because he volunteered to fight and he wasn't drafted, there is proof he fought in the war, and lastly, his family is important to Concord's history.

From,  
Grace McGregor

Dear Mr. Stephen Crane,

In my class we have been learning about George Washington Dugan and his contributions in the Civil War. Recently, we heard from and conversed with historians Mr. Frese and Mrs. Hopkins about the plaque that Concord may put up in his honor. We are very thankful for all of the efforts of giving him his own plaque but we still think that his name should be added to the Civil War Monument in Concord center. By not adding his name to the monument, it seems like George Washington Dugan didn't do the same things as other soldiers, when in reality he served our country just like all the other names on the current Civil War Monument. If you visit the Civil War Monument, you might see that there room where his name could be added right after the 53rd Regiment and before the 56th Regiment. This lines up well because George Washington Dugan was in the 54th Regiment. Please keep reading to learn more about why it is so important that we add George Washington Dugan's name to Concord's Civil War Monument.

George Washington Dugan lost his life fighting in the Civil War. It's only fair for his name to be added to the Civil War monument. George Wahington Dugan wasn't drafted or forced to be part of the military, he volunteered to be part of it. He lost his life fighting in the Civil War and he needs to be recognized for his brave duties. Other people who did the same actions are on the monument, yet he isn't. He was paid less than all of the white soldiers just because he was black. George Washington Dugan lost his life fighting in the Civil War and he deserves and it is only fair for his name to be added to the Civil War Monument.

One reason why George Washington Dugan should be added to the Civil War Monument is because he wasn't forced to be part of the military he volunteered to be. George was part of the 54th regiment and according to *History.com* "The 54th Regiment Massachusetts Infantry was a volunteer Union regiment organized in the American Civil War. " This means that he offered to fight and risk his life. He was okay with that as long as he was

helping his country. That took a lot of bravery and he needs to be honored for that.

Another reason he should be added to the monument is because he lost his life fighting in the war. Furthermore, others that did the same brave duties are on the plaque so why isn't he? *Readworks* says that "Almost half the men from the regiment died at Fort Wagner." Furthermore, according to Rick Frese Concord and the Civil War: From Walden Pond to Gettysburge during the battle of Fort Wagner, "The slaughter resulted in 272 of the 600 troops in the 54th regiment [were] killed" George was part of this group. This shows that half the men lost their lives to this battle, yet their names aren't on the plaque. So why are there other names on the monument who did the exact same thing? Also, *The enterprise* states that "According to an eyewitness testimony by a Confederate officer, these bodies were 'desecrated' with 'the dead piled up in a ditch...50 in a heap." They didn't even give him a gravestone, he must be appreciated for this and by putting his name on this monument would be a perfect way to do so.

A final reason George Washington Dugan should be part of this monument is because he was a black soldier and black soldiers weren't paid as much as white soldiers. Furthermore, the black soldiers were promised to start earning as much money as the white soldiers in 1864. They later had never actually got the money or the promised pay. He wasn't honored or appreciated for his duty before in that way or in any way at all so now he should be. It is time that we appreciate him and owe him what he deserves.

As you can see, because he wasn't drafted into the military and he chose to fight in , he lost his life in the war and he needs to be recognized for his amazing duties, and because other people who did the exact same thing as him get to be on it, George Washington Dugan needs to have his name added to the Civil War Monument in Concord Center.

From,  
Nora Swaim

Dear Mr. Stephen Crane

George Washington Dugan lost his life fighting for Concord, so why isn't his name on the Civil War Monument in Concord Center? I think that George Washington Dugan's name should be added to the monument. The monument has been changed before to add names. The monument is to honor men who died during the Civil War and George Washington Dugan died during the Civil War. George Washington Dugan deserves to have his name on the monument for those reasons and more.

Our class has been learning about George Washington Dugan and his service in the Civil War. Recently, we talked with historians Mr. Frese and Mrs. Hopkins about the tiny monument/plaque that the town is putting up in his honor. We appreciate the efforts of giving him his own plaque but we still feel that his name should be added to the Civil War Monument in Concord center. By not adding his name on the monument, it seems as though George Washington Dugan abandoned his post or ran away from the battle, but he wasn't a deserter, he was fighting in the battle with the rest of his regiment. Please keep reading to learn more about why it is so important that we add George Washington Dugan's name to Concord's Civil War Monument.

Civil War Soldiers from Concord that have lost their lives have been honored by having their name on the monument in Concord center. Why isn't George Washington Dugan's name on the monument? He fought in the war and he was from Concord. According to the Merriam Webster Dictionary, a monument is "a lasting evidence, reminder, or example of someone or something notable or great" and the Concord Civil War Monument inscription says "Town of Concord Builds this Monument in Honor of the Brave Men Whose Names it Bears and Records with Grateful Pride that They Found Here a Birthplace, Home or Grave. 1866." So shouldn't he be added to the monument?

Another reason his name should be added is that the monument has been changed before to add names. According to the Annual report of the Town of Concord, "In 1914 a committee recommended the addition of 16 names and the main bronze plaque was recast accordingly." His name should be added even though it wasn't added the first few times classes wrote to you, town manager.

The monument is for the people who fought and died in the Civil war, he was one of them wasn't he. And the same monument has been changed before. I feel that his name is important to our history here in Concord and his name should be added.

Sincerely,  
Vincent

Dear

Mr. Stephen Crane

My class has been learning about George Washington Dugan and his contributions to the Civil War. Recently, we talked with historian Mr. Frese and Mrs. Hopkins about the plaque that the town is putting up in his honor. We appreciate the efforts of giving him his own plaque but we still feel that his name should be added to the Civil War Monument in Concord Center. By not adding his name to the monument, it makes it seem as though George Washington Dugan did something different when in reality he served our country just like all the other names on the current Civil War Monument. If you don't add his name to the monument it may seem like the white soldiers were better than the black soldiers. If you visit the Civil War Monument, you might notice that there is a space right after the 53rd Regiment and before the 56th Regiment where his name could be added. This is perfect because George Washington Dugan was in the 54th Regiment. Please keep reading to learn more about why it is so important that we add George Washington Dugan's name to Concord's Civil War Monument.

First, the battle of Fort Wagner was on an island (Morris Island). That means he can't swim away and running would be extremely difficult. "George Dugan was among the missing in Company A. None of these 52 missing in action soldiers from the 'Brave Black Regiment' returned home. There is no evidence of desertion in the ranks, actually quite the contrary. Dugan and his gallant comrades lost in the fighting made the supreme sacrifice." -Rick Frese Concord and the Civil War: From Walden Pond to Gettysburg. He died so at least have his name on the monument.

Second, did you know only white men who D.I.B (died in battle) and lived in Concord were put on the monument? Well, that's extremely unfair. He was an African American man that did live in Concord and most likely died in battle, so why did they not add him? He most likely died at the battle of Fort Wagner since almost half of the men in his regiment died in that battle (272 soldiers). Third, the African-Americans/Black people were lied to about their pay. They were told that at the end of the war they would get \$100 but they never did get the \$100. According to the article written by Rick Frese in the Enterprise, "GWD was promised "\$100 bounty to be paid at the end of his service in addition to a \$13 a month in pay. (A promise that was broken when the government reduced this to \$10 per month. Black soldiers had to wait until June 1864 to be paid the same as white soldiers (in total they would get \$624 but add \$100). GWD was promised "\$100 bounty to be paid at the end of his service in addition to a \$13 a month in pay. A promise that was broken when the government reduced this to \$10 per month. Black soldiers had to wait until June 1864 to be paid the same as white soldiers." (Enterprise Article). Just because you are a different race doesn't mean you're not a person. These are my three reasons why George Washington Dugan's name should be added to the civil war monument in Concord, MA.

These are my reasons why his name should be added. George only got 13 dollars and the battle of Fort Wagner was on an island so he wouldn't have even been able to swim away. George Washington Dugan should have his name added to the Civil War Monument in Concord Center. This is important since he willingly went and fought for our country.

From: Valentina.R.St.Morganti

Dear Ms. Susan Bates,

Our class has been learning about George Washington Dugan and his hard work in the Civil War. Recently, we talked with historian Mr. Frese and Mrs. Hopkins and asked some questions about George Washington Dugan. We heard about the plaque that the town is putting up in his honor. We appreciate the hard work of giving him his own plaque but we still feel that his name should be added to the Civil War Monument in Concord center. By adding his name to a plaque and not the monument it makes it seem as though George Washington Dugan did something different, when he really served our country just like all the other soldiers on the Civil War Monument. If you visit the Civil War Monument, you might see there is a space right after the 53rd Regiment and before the 56th Regiment where his name could be added. We thought this was interesting because if George Washington Dugan was in the 54th regiment, why is he still not on the Concord Civil War Monument? Keep reading to find out more ideas on why we should put his name on the Monument and not just on a plaque.

George Washington Dugan lost his life fighting for our country. So why is he not on the monument? I think George Washington Dugan should be on the Civil War monument. My first reason is that he volunteered and was not drafted. My second reason is that the Dugan family is important to history. Lastly, he lost his life fighting for our country. It is only fair that he gets put on the monument after hearing those reasons. Keep reading to hear further on those reasons.

First of all George Washington Dugan volunteered he was not drafted. "The 54th Regiment Massachusetts Infantry was a volunteer Union regiment organized in the American Civil War." (History.com which is the history channel's website.) That would mean that everyone that he was fighting with volunteered and they did not get drafted. That is saying that everyone in the 54th regiment volunteered to risk their lives and they did not need to do it. So anyone in the 54th regiment did not have to fight, they did not do it for the pay, they did it for our country.

Second, the Dugan family is very important to Concord's history. "The names of streets are often a lasting reminder of the town's early history and are expressive of the personality of the town. Jennie Dugan Road in Concord is named for Thomas Dugan's wife." -Concord Museum. That is just showing how important the Dugan family is to our town's history. That claims that the whole Dugan family is important, and some people may not know that George Washington Dugan lost his life fighting for our country because he is not on the memorial. It would be really good for people to see that George Washington Dugan (from the well known Dugan family) fought in the Civil War.

Last but not least, George Washington Dugan lost his life fighting for our country. According to a Readworks article, "Almost half the men from the 54th regiment died at Fort Wagner". If almost half died and he was never seen again, and he was not seen since the battle of Fort Wagner he must have been killed then. Also "George Dugan was among the missing in Company A. None of these 52 missing in action soldiers from the 'Brave Black Regiment' returned home. There is no evidence of desertion in the ranks, quite the contrary. Dugan and his gallant comrades lost in the fighting made the supreme sacrifice." -Rick Frese Concord and the Civil War: From Walden Pond to Gettysburg. This shows that he was never seen again and a lot from "Brave Black Regiment" most likely lost their lives during the battle at Fort Wagner. It also said that he did not return home, so most likely he died.

I hope that you will think about putting George Washington Dugan's name on the Concord Civil War monument. When you think about putting his name on a monument think about 1. He lost his life fighting for our country. 2. the entire Dugan family is important to history. Lastly he volunteered, he was not drafted. When you go into deep thought thinking about these reasons you will see that he deserves to be on the monument, just as much as the other soldiers that are already on the monument. Please do think about these reasons and I hope you will see how important it is to put George Washington Dugan's name on the Civil War Monument.

From,  
Julia

Dear Ms. Susan Bates,

Me and my class have been researching George Washington Dugan and his contributions in the Civil War. Recently, we had a chat with Mr. Frese and Mrs. Hopkins about the plaque that the town is putting up in his honor. We appreciate the struggle to get a plaque next to the monument but by not adding his name to the monument, it makes it seem as though George Washington Dugan did something the other soldiers did not. He bravely served our country and our state just like all the other soldiers on the Civil War Monument. If you take a trip to the monument in Concord center you will notice there is a space between the 53th Regiment and the 56th Regiment. This is amazing because George Washington Dugan was in the 54th Regiment. Please keep reading to learn more about why it is so important that we add George Washington Dugan's name to the monument in Concord center.

George Washington Dugan sacrificed his life for the Civil War. So it's only right that his name be added to the Monument. It is likely George Washington Dugan died at the Battle at Fort Wagner with the other 280 people from the 54th regiment that died there. The Dugan family is an important part of Concord history and he is part of the Dugan family. Those are my reasons that he should be added to the Civil War monument.

George Washington Dugan volunteered to fight and died; he was NOT drafted. As the history channel's website (*History.com*) says "The 54th Regiment Massachusetts Infantry was a volunteer Union regiment organized in the American Civil War." This means that George Washington Dugan was not forced to fight. He joined the army knowing there's a chance that he might not make it through the war. He gave his life for the union army. How is it fair that his death was in vain and the other fallen soldiers living in Concord at the time get to be remembered on the monument? Doesn't it seem unfair? We should honor him for his sacrifice too, not just the other soldiers should get to be on the monument.

It is very likely that he died at fort wagner with the other 280 people from the 54th regiment that died. As *Readworks* says "Almost half the men from the regiment died at Fort Wagner" So there is good reason to believe he died. The 54th regiment suffered the most deaths with 250 of their 600 soldiers there. What's the chance he ran away? It is very small. If he ran away and the army found him, we would know. If you ran away other people would find him and bring him to jail. If he ran away to the south the confederate soldiers would have shot him on sight. It's very unlikely that he could run away because Fort Wagner was on an island meaning he would have to swim (he would probably drown) or he took a boat. If he took a boat he would be spotted. "A

fraction of the soldiers from the 'Brave Black Regiment' returned home. There is no evidence of desertion in the ranks, quite the contrary. Dugan and his gallant comrades lost in the fighting made the supreme sacrifice," says Rick Frese Concord and the Civil War: From Walden Pond to Gettysburg. As this said there was no evidence of desertion in the ranks. The union army would not hide something like that. They would tell the truth if there was desertion in the ranks. 51 other soldiers went missing in action with him. That's a lot of people to all just run away right? He probably got shot with the other 51 men.

George Washington Dugan and his family are important to Concord's history. "The names of streets are often a lasting reminder of the town's early history and are expressive of the personality of the town. Jennie Dugan Road in Concord is named for Thomas Dugan's wife." says the Concord Museum. The Dugan family is well known in Concord. There is a whole street named for Jennie Dugan after all. As a runaway slave family they are important to the history here. Their family is a part of Concord history and George Dugan is part of the family. There is no reason for him not to be on the monument. After all, he was living in Concord.

I think George Washington Dugan should be added to the Civil War monument. My first reason is that George Washington Dugan volunteered to fight and he knew the danger. My other reason is that it is very unlikely that he deserted. He probably died at Fort Wagner. My last reason is that George and his family is important to Concord history. So I feel it is important to honor his life missing in action or not.

From,  
Luke Israel

Dear Ms. Susan Bates,

In our class we have been learning about George Washington Dugan, the man from Concord who fought in the Civil War. Recently, we talked with the two historians Mr. Frese and Mrs. Hopkins and we talked about the plaque that the town is putting up in Dugan's honor. We appreciate the efforts of giving him his own plaque but we still feel that his name should be added to the Civil War Monument in Concord Center. By not adding his name to the monument, it makes it seem as though George Washington Dugan did something different. It makes him look useless when really he served our country and gave his life up just to save us, also he died in battle in Fort Wagner just like all the other names on the current Civil War Monument. If you visit the Civil War Monument, you might notice that there is a space right after the 53rd Regiment and before the 56th Regiment where his name could be added. This is perfect because George Washington Dugan was in the 54th Regiment. George Washington Dugan is a Concord hero and deserves the same honor as his fellow soldiers. It is so important that we add George Washington Dugan's name to Concord's Civil War Monument in Concord center.

Sincerely, James

Dear Ms. Linda Escobedo,

My class has been trying to learn about what George Washington Dugan did when he was in the Civil War. Recently, we talked with historian Mr. Frese and Mrs. Hopkins in our classroom about the plaque that the town is planning to put up in his honor in about a few months. We appreciate the efforts of giving him his own plaque next to the monument but my whole class still feels that his name should be added to the Civil War Monument in Concord center just like all the others. By not adding his name to the monument, it makes it seem as though George Washington Dugan did something different, when he actually served our country just like all the other names on the current Monument in Concord Center. If you visit the Civil War Monument, you might notice that there is already a space right after the 53rd Regiment and before the 56th Regiment where his name could be added. This is just perfect because George Washington Dugan was in the 54th Regiment. Please keep reading to learn more about why it is so important that we add George Washington Dugan's name to Concord's Civil War Monument.

George Washington Dugan lost his life fighting for our country, it's only fair that you put his name on the monument. I think George Washington Dugan should be added to the monument and here's why. George Washington Dugan was born and lived all his life in Concord and now he and his family are Concord famous. He signed up to fight and unfortunately died for our country. He did not get paid as much as the white men but he still decided to fight for our country. Now, let's really learn why he needs to be added to that monument.

First, George Washington Dugan was born and lived all his life in Concord, and now he and his family are Concord famous, therefore his name should be on the monument. According to the Concord Museum, "The names of streets are often a lasting reminder of the town's early history and are expressive of the personality of the town. Jennie Dugan Road in Concord is named for Thomas Dugan's wife." This means that the Dugan family is really famous in Concord. There is a street in Concord called Jennie Dugan Road, which is named after George's mother. George Washington Dugan had a farm in a Concord on the street that is now called Old Marlboro. If his mom was on lots of street posts why can't George Washington Dugan be on a monument to thank him for what he did?

Secondly, he signed up to fight and unfortunately died for our country. "Concord Builds this Monument in Honor of the Brave Men Whose Names it Bears and Records with Grateful Pride that They Found Here a Birthplace, Home or Grave. 1866. They died for their country in the war of the rebellion." This shows that the monument placed in the middle of Concord ~~and~~ lists the people who died in the war. The names that are

displayed on this monument are there to respect men who died that lived or were born from Concord. We know that George Washington Dugan did not abandon the war. He died then got washed away by the ocean over time because he got buried with all the other men who sadly passed by the war. So, if you represent some of the people that died in the war that lived or was born in Concord why not represent all such as George Washington Dugan.

He did not get paid as much as the white men but he still decided to fight for our country. "Though black men were allowed to be in the army, everything was far from equal. Black men were paid less than white men." \*\*\* This shows that George Washington Dugan chose to fight for our country and he also knew that he would not get paid as much because of the color of his skin. He signed up and he knew that there was a chance of dying in the action of the war. George Washington Dugan did not even get assigned to fight, he just wanted to help our country. So, let's make it fair to him and put his name on the monument.

So, now do you understand? First, George Washington Dugan was born and lived his whole life in Concord. Second, George Washington Dugan signed up for the war and unfortunately died fighting for our country. Lastly, George Washington Dugan decided to fight in the war even though he knew that he would get paid less because of the color of his skin. Now, do you see why it is important to add him to the monument, not just the plaque?

From, Elli

Dear Ms. Kate Hodges

My class has been learning about George Washington Dugan. He fought in the Civil War. Recently, we have talked with historian Mr. Frese and with Mrs. Hopkins about the plaque that the town is putting up in his honor. We appreciate the efforts of giving him his own plaque but we still feel that his name should be added to the Civil War Monument in Concord Center. By not adding his name to the monument, it makes it seem like George Washington Dugan did something different, but in reality he served our country just like all the other names on the current Civil War Monument. If you visit the Civil War Monument, you might notice that there is a space right after the 53rd Regiment and before the 56th Regiment where his name could be added. This is perfect because George Washington Dugan was in the 54th Regiment. Please keep reading to learn more about why it's so important that we add George Washington Dugan's name to Concord's Civil War Monument.

George Washinton Dugan was an amazing person yet his name isn't on the monument. Here are some reasons why his name should be added. In my opinion, he should be added to the monument because he fought in the Civil War. George Washinton Dugan was the only black person from Concord who fought in the war. George Washinton Dugan volunteered, he was not drafted to fight. These are my reasons why he should be added to the monument.

George Washinton Dugan was the only black person from Concord who fought in the war. According to Rick Frese's book Concord and the Civil War, Dugan was identified as "the only native colored man who went to the Civil War from Concord." *George Washinton Dugan should be qualified to be on the monument because he lived in Concord and fought and died in the war so he should be on the monument.*

George Washinton Dugan volunteered to fight in the war he was not drafted to fight. According to History.com "The 54th Regiment Massachusetts Infantry was a volunteer Union regiment organized in the

American Civil War." He made a decision to help others, not just himself. Everyone who fought in the 54th Regiment were volunteers.

George Washinton Dugan fought in the Civil War. According to records, George Washington Dugan joined the army when he was 44 years old. He signed up on February 20, 1863. George Washinton Dugan was in Company A in the 54th Regiment. A lot of people in company A went missing after the battle at Ft. Wagner. The monument is for people who fought in the war and died and George Washington Dugan fought in the war and died so he should be added.

These are my reasons why George Washington Dugan should be on the monument. So please can you add him to the monument because he worked hard and died, so it will be so kind of you to add him to the monument. Thank you so much.

Sincerely,

Mahdi

Dear Ms. Kate Hodges,

George Washington Dugan died in the Civil War; and everyone who died in that same war was added to the Civil War monument but he wasn't. George Washington Dugan should most definitely be added to the monument, keep reading to find out why. First of all, he should be added to the Civil War monument because he was a volunteer so he chose to join and fight, he wasn't drafted. Second of all, he should be added to the monument because he died on duty. He most likely died during the Battle of Fort Wagner. Last but not least, he should be added to the Civil War monument because he was paid less than white men who fought in the same war. He was black so he got paid less in the war because of the color of his skin. He deserves at least enough respect to put his name on the Civil War monument. Based on my reasons, George Washington Dugan should be added to the Civil War monument.

Our class has recently been learning about George Washington Dugan and his contributions/duties in the Civil War. Lately we have been talking with historians Mr. Frese and Mrs. Hopkins about the plaque that the town is putting up in his honor. We appreciate the efforts of giving him his own plaque, but we still feel that his name should be added to the Civil War Monument in Concord center. Here are some reasons why. By not adding his name to the monument, it makes it seem as though George Washington Dugan did something different, when in reality he served our country just like all the other names on the current Civil War Monument, which he did not. If you visit the Civil War Monument, you might notice that there is a space right after the 53rd Regiment and before the 56th Regiment where his name could be added. This is perfect because George Washington Dugan was in the 54th Regiment so that means that there's already a perfect place to put his name. Please keep reading to learn more about why it is so important that we add George Washington Dugan's name to Concord's Civil War Monument.

My first reason why George Washington Dugan should be added to the Civil War Monument in Concord is because he volunteered to fight in the war, he was not drafted. George Washington Dugan was a part of the 54th Regiment. Everybody who was in the 54th Regiment was a volunteer. So if Mr. Dugan was a volunteer that means he was not forced to fight, he did it because he wanted to help our country. It is very likely that he was not in it for the money. As the town that he was from, we should give him some more respect by adding his name to the Civil War Monument. After all, he sacrificed his life for the cause.

My next reason why George Washington Dugan should be added to the Civil War Monument in Concord center is because he died fighting. We suspect that Mr. Dugan

(Double sided) →

died fighting because after the fight he never came back which suggests he died in a battle. They were buried in shallow graves and washed away so he was most likely one of the bodys that washed away. So if he lost his life like all the other white soldiers who were added to the Civil War Monument, why is he not on it? In the Enterprise article, "According to an eye witness testimony by a Confederate officer, these bodies were 'desecrated' with 'the dead piled up in a ditch...50 in a heap'" This ditch, which included his body, most likely washed away in the ocean. George gave his life he deserves a little respect even if he's not even alive to see it.

My third reason why George Washington Dugan should be added to the Civil War monument is he was paid less than white men for the exact same job. In the Enterprise Article, it states that George Washington Dugan was promised "\$100 bounty to be paid at the end of his service in addition to a \$13 a month in pay. (A promise that was broken when the government reduced this to \$10 per month. Black soldiers had to wait until June 1864 to be paid the same as white soldiers.)" It was announced to everyone AFTER the soldiers signed up that black men would get paid less than white men. If you are fighting to end slavery and give black people more rights, why would you be paying them less. Even if he was in it for the money, which he probably was not, he did not get paid what he was owed. In conclusion, the town of Concord, should give him more respect and put his name on the Civil war monument.

Based on my three reasons why Geoge washington Dugan should be added to the Civil War Monument. So in conclusion you should add Geoge Washington Dugan to the Civil war monument. My three reasons why he should be added were He was a volunteer he gave his life and he was paid less and did not even get his paycheck because he died that's why he should be added to the Civil war monument.

From,  
Max Bell

Dear Ms. Kate Hodges,

Our class has recently been learning about George Washington Dugan and his contributions to America in the Civil War. Recently, we talked with Concord historians Mr. Frese and Mrs. Hopkins about the plaque that the town is putting up in his honor. We strongly appreciate the efforts of giving him his own plaque, but we still feel that his name should be added to the Civil War Monument in Concord center. By not adding his name to the monument, it makes it seem as though George Washington Dugan did something different, when in reality he served and died for our country just like all the other names on the current Civil War Monument. If you visit the Civil War Monument, you might notice that there is a space right in between the 53rd Regiment and the 56th Regiment where his name could be added. This is perfect because George Washington Dugan was in the 54th Regiment, which as you know is in between the 53rd and 56th. Please keep reading to learn more about why it is so important that we add George Washington Dugan's name to Concord's Civil War Monument.

George Washington Dugan lost his life for our country, so why shouldn't his name be on the Civil War monument? I believe that George Washington Dugan's name should be on the Civil War Monument. First of all, George Washington Dugan was paid less than white soldiers who fought in the same war. Second of all, George Washington Dugan volunteered to fight, he was not drafted. Lastly, The Civil War Monument was built for men who died for this country, and George Washington Dugan died for this country. As you can see, based on my reasons, George Washington Dugan's name should be on the Civil War Monument.

First of all, George Washington Dugan was paid less than white soldiers. He received seven dollars a month, while white soldiers fighting in the same war received thirteen. Even though the salary was soon made the same, it was still not fair. He worked just as hard as white men in the Civil War, and should get the recognition he deserved because the monument was built to recognize men who died for America, and he was the only black man from Concord who volunteered to fight and died for the country.

Second of all, George Washington Dugan volunteered to fight, he was not drafted. George Washington Dugan made the choice to fight, he was not forced to. He obviously thought slavery was a terrible thing, because he lived with the racism, as he was black. George Washington Dugan chose to fight against slavery and wanted all to be equal no matter their skin. He made the decision to help others, like slaves, and risked his life for all the black people in the country because he wanted them to be free. In fact, he got killed fighting to help free the slaves and all people of color from unfair treatment.

Last but not least, the Civil War Monument was built to honor men who died in the Civil War, and George Washington Dugan lost his life fighting in the Civil War. He died for slaves, and equality, and the reason this monument was created was to honor fallen men in the Civil War. There is not one black man on that monument, and apparently it has been changed before. Yet his name is still not on this monument. Having his name added to the monument is meaningful because I think he should be honored for his brave action to fight against slavery

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and he tried to help slaves. That shows how selfless George Washington Dugan is. He risked and soon lost his life fighting.

In my opinion George Washington Dugan's name should be on the Civil War monument. First, he was paid less than white soldiers fighting in the same war. Next, he volunteered to fight, he was not drafted. Lastly, the monument was built to honor men who died fighting in the war, and he died fighting. You should care about this topic because black people were not treated with equality back in the Civil War time, so he wanted to change that. It shows what a selfless action that was. As you can see, based on my reasons, George Washington Dugan's name should be on the Civil War monument.

From,  
Molly