

**TOWN OF CONCORD
SELECT BOARD
AGENDA
JANUARY 11, 2021
4:00 PM
VIDEO CONFERENCE CALL**

Join Zoom Meeting

<https://us02web.zoom.us/j/84092395810?pwd=TnMyWmprWHBla21CczdQM0EvWVVFZz09>

Meeting ID: 840 9239 5810

Passcode: 865209

One tap mobile

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1.	Call to Order
2.	Consent Agenda <ul style="list-style-type: none"> - Minutes to approve: December 14, 2020; December 14, 2020 Executive Session #1 (not to be released); December 14, 2020 Executive Session #2 (not to be released) - Town Accountant Warrants – January 7, 2021
3.	Town Manager’s Report
4.	Chair’s Remarks
5.	Public Hearing: Application for a New On-Premises Section 12 Wine and Malt Beverages Annual License by RK Wing Corp, d/b/a Rossini’s Pizzeria and Restaurant located at 206 Fitchburg Turnpike
6.	Review Innholder License Application by Best Western Hotel LLC, d/b/a Best Western at Historic Concord, located at 740 Elm Street
7.	Review CMLP Decarbonization Plan
8.	Review Residential Tax Exemption – Town Assessor
9.	West Metro HOME Consortium Fair Housing Plan
10.	Town Manager Evaluation
11.	Committee Nominations: Reappoint Kate Yoder of 79 Deer Grass Lane, and Margot Kimball of 21 Winthrop Street to the West Concord Cultural District Committee for terms to expire on April 30, 2023.
12.	Committee Liaison Reports
13.	Miscellaneous Correspondence
14.	Public Comments
15.	Adjourn

**Town of Concord
Select Board
December 14, 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 14, 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 16, 2020; November 23, 2020; November 30, 2020; November 30 Executive Session (not to be released)
- Town Accountants Warrants December 12, 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

The Town has begun the early stages of vaccination planning. Departments are having preliminary conversations about operating vaccination clinics. The Town is proceeding as if the state will set up some vaccination clinics, and municipalities will also set up their own. This is an assumption but one the Town is planning on. The Town is looking for place for a vaccination clinic and is in discussion with Emerson Hospital.

Mr. Crane reminded residents to continue to practice safety measures during this time such as washing their hands, wearing masks in public and around others not in their household, and

**Town of Concord
Select Board
December 14, 2020
Minutes**

social distancing.

Mr. Crane reported that the Town House renovation is progressing, and thinks that Town employees will be back working in the Town House in May.. The substantial completion date for the project is April 15, 2021.

There is a public information forum for the White Pond project on December 16th at 7:00pm. Residents who have questions about the project or are looking to learn more are encouraged to attend.

The Town Manager and Chief of Police reviewed the Governor's [letter](#) to the Massachusetts Senate and House of Representatives regarding S. 2963 An Act Relative to Justice, Equity, and Accountability in Law Enforcement in the Commonwealth. The Town Manager and Police Chief are generally in agreement with the Governor's position, which is asking for amendments to the proposed legislation.

Chair's Remarks

Ms. Escobedo encouraged residents to return the Town wide resident satisfaction survey that went out in the mail recently. The deadline to return the survey is December 18th.

APP #63 Update: New Fleet Electrification Policy - Continued Discussion

Sustainability Director Kate Hanley attended to discuss changes to this policy. Ms. Hanley incorporated the Select Board's feedback on the policy from the last meeting. The [New Fleet Electrification Policy](#) would replace the existing APP 63.

Upon a motion duly made and seconded, it was UNANIMOUSLY
VOTED to approve APP 63 Update: Sustainable Fleet Policy dated December 14, 2020 to be assigned a new policy number with reference to APP 63.

Roll call vote

Ms. Escobedo: Aye

Ms. Ackerman: Aye

Ms. Bates: Aye

Ms. Hotchkiss: Aye

Mr. Johnson: Aye

Extension of Parking Meter Enforcement through March 31, 2021

Mr. Crane reported that after consulting with Chief O'Connor, he is recommending that the Select Board vote to continue the non-enforcement of parking meters through the first quarter of the year in order to encourage patronage to the business districts in Town.

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Upon a motion duly made and seconded, it was UNANIMOUSLY
VOTED to extend the non-enforcement of parking meters through March 31, 2021.

Roll call vote

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

Update on Execution of Junction Village TIF Agreement and EACC Hearing

Mr. Crane reported that the TIF agreement has been finalized, and the developer has signed it. A final copy will be circulated to the Select Board for signature after this meeting.

Approve Annual Town Meeting Calendar

Ms. Escobedo stated that the Select Board needs to finalize the [Town Meeting calendar](#) to accommodate the need of boards and committees and Town departments to have at least tentative dates for when to have certain work completed by.

The Town is required to have a caucus according to state law, and there is no way to do this over Zoom. There are 13 Towns that are required to have a caucus. The Town Election can only occur a set number of days after the caucus. Bedford has filed for legislation to allow the Select Board to cancel the caucus.

Mr. Johnson expressed concern over the lack of time between now and the deadline for candidates to file the necessary paperwork for their candidacy.

Ms. Escobedo proposed that the Select Board approve the Town calendar as included in the meeting materials, including the addition of the nomination paper deadline of Thursday, February 4, 2021.

Upon a motion duly made and seconded, by a margin of 4-1, it was
VOTED to approve the Annual Town Meeting calendar as amended.

Roll call vote

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

**Town of Concord
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Minutes**

Committee Nominations:

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.

Committee Liaison Reports

Committee liaison reports were postponed until next week.

Miscellaneous Correspondence

The Select Board received correspondence regarding relief from the liquor license fee.

The Select Board received correspondence from one abutter regarding the Estabrook Woods trail. Ms. Escobedo reminded the public to carefully read all the trail rules and comply with them.

Public Comments

There were no public comments.

Adjourn to Executive Session pursuant to M.G.L. c. 30A, section 21(a)(3) to discuss strategy with respect to litigation in the case of L.Y. v. Kester Krueger, CCTV, Inc., Town of Concord and Concord-Carlisle School District, as an open meeting may have a detrimental effect on the litigating position of the Committees as declared by the Chair.

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to adjourn to Executive Session pursuant to M.G.L. c. 30A, section 21(a)(3) to discuss strategy with respect to litigation in the case of L.Y. v. Kester Krueger, CCTV, Inc., Town of Concord and Concord-Carlisle School District, as an open meeting may have a detrimental effect on the litigating position of the Committees as declared by the Chair.

Roll call vote

Ms. Escobedo: Aye

Ms. Ackerman: Aye

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Minutes**

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

**Executive Session to discuss strategy with respect to litigation regarding Estabrook Road,
as an open meeting may have a detrimental effect on the Town's litigating position as
declared by the Chair.**

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to enter executive session, not to return to open session, to discuss strategy with respect to litigation regarding Estabrook Road, as an open meeting may have a detrimental effect on the Town's litigating position as declared by the Chair.

Roll call vote

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

Meeting Materials: <https://concordma.gov/DocumentCenter/View/27182/December-14-SB-Packet>

Minuteman Media Network Coverage:

<https://www.youtube.com/watch?v=NprD9g3cpgs&list=PL1TTzrWEKOOKHKXNLQprEz0f0ofHYKj8->



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

TEL: 978-318-3000
FAX: 978-318-3002

Stephen Crane, Town Manager

MEMORANDUM

To: Chair Escobedo and Members of the Board

From: Stephen Crane, Town Manager

Date: January 11, 2021

Re: Town Manager Report

“Vaccination Station”

A group of CCHS students who have been watching the installation of the temporary structure for the vaccine clinic and have dubbed it “Vaccination Station,” which the planners of the facility have taken a liking to. The Town will be engaging with the students on creative ideas on how to “humanize” the structure through art. Vaccinations for first responders will start on January 14.

CPW

2020 Roads Program – The 2020 Roads Program has been contracted to Newport Construction Corporation of Nashua, NH for \$455,625. The scope of work includes the reclamation and repaving of Park Lane, Lewis Road, Warner Street, and Bedford Court. Additionally, Partridge Lane has been identified to receive a mill and overlay treatment. Construction was originally slated to begin in the fall of 2020, but the Engineering Division has postponed the start of construction until the spring of 2021 due to numerous inquiries and requests from residents to extend or update their utilities in the Right of Way. The requests for additional utility services were brought to the various departments and agencies for consideration. A meeting with residents of Partridge Lane was recently held to address their concerns. The “zoom” meeting was well attended and residents better understand reasons that utility work is not planned prior to the roadwork. The Engineering Division will work with Newport to extend the contract and further refine the street designs to ensure a quality project in the spring.

Winter Maintenance Update – CPW crews have responded to eight winter weather events to date for the 2020/2021 winter season. Responses have included roadway treatment, snow plowing and snow removal operations. CPW completed an overnight snow removal operation in the downtown business areas on December 18, 2020. A total of 18.75” of snow has been recorded in Concord this season so far.

Doug White Field Maintenance – CPW recently completed de-compaction and turf grooming of Doug White Field. This annual activity helps to maintain the quality of the playing surface and extends the useful life of the synthetic turf. CPW has also worked with CCHS athletics to coordinate winter maintenance and use of the field for recreational activities. CPW plowed and

removed snow from the field once in December and will continue to plow the field as needed through the 2021 winter season.

CPD

On Monday, Benjamin LaCure began the MBTA Transit Police Academy. The academy is approximately 26 week long and is highly regarded throughout the Commonwealth. LaCure served Concord as Public Safety Dispatcher previously.

Regional Dispatch

As previously reported, the Towns of Acton and Concord have been working on a feasibility study for the creation of a regional emergency communications center (RECC) that would be housed in the Acton Police Department. A draft executive summary of that feasibility study is attached and this matter will likely be presented to the Board for discussion at an upcoming meeting.

Budget/Capital Planning

Attached is the FY22 Budget Message and Budget Calendar sent to Town Departments last week to commence the budget preparation process. An initial discussion with the Finance Committee is scheduled for Thursday, January 14.

Executive Summary

The Towns of Acton requested funding from the State 911 Department to conduct a Study of the Feasibility of establishing a Regional Emergency Communications Center (RECC) for the Towns of Acton and Concord. The State 911 Department authorized the Edward J. Collins Jr., Center for Public Management to conduct the Study as part of its inter-governmental services agreement (ISA) to aid the State 911 Department in its PSAP regionalization and RECC Development efforts.

The Methodology utilized interviews, site surveys and document research.

The Findings were as follows:

Acton and Concord are suited quite well to establish a Regional Emergency Communication Center (RECC) as they are similar in population, call volume and culture. Both communities, which are adjacent to each other, have high expectations of providing their dispatch services.

Acton and Concord metrics that impact on the demand for emergency call taking and dispatching services are provided in the following chart.

Metrics	Acton	Concord	Total
Population 2018	23,738	19,211	42,949
911 Calls	4,315	4,105	8,320
Calls for Service (CFS)	35,248	34,792	70,040

The Acton Dispatch Center at the Acton Public Safety Facility has the space for a redesigned dispatch floor space to accommodate eight (8) dispatch positions and one (1) supervisor position that would more than accommodate a RECC for Acton and Concord as well as a number of other communities. The new RECC hosted at the Acton Public Safety Facility would have access to a modern well-planned dispatch center that includes an administrative office, locker space, access to a training/meeting room.

The interviews revealed that there was a willingness of the public safety leaders to regionalize their dispatch services to provide for more effective 911 dispatch services. Interviewees felt that the key outcomes of regionalization would provide for:

- Additional dispatch personnel to deal with increased surge of calls
- Opportunities for dispatcher advancements
- New equipment and better technology
- Standardized dispatch protocols
- Efficiencies through economy of scale and combined resources
- Cost savings
- Increased professionalism of operations and increased expectations
- Independent dispatch department

It is feasible to Regionalize Acton and Concord into a single RECC.

The State 911 Department is charged with coordinating and effecting the implementation of enhanced 911 service and administering such service in the Commonwealth. In fulfilling this responsibility, the State 911 Department provides the public safety answering points (PSAP) in Massachusetts that serve as the first point of reception of a 911 call with call processing equipment, database, network, and technical support services, training for personnel handling the calls at the PSAPs, and with funding to support the operation of the PSAPs through the administration of an extensive grant program.

The State 911 Department has provided their estimate for Support and Incentive Grant funds on a recurring basis for a RECC for the Towns of Acton and Concord. Their estimate was received for this study and is as follows:

FY 2021- Acton-Concord
RECC - December 10, 2020

Entity	Support	RECC	Total Grant Funding
Acton-Concord RECC	\$ 140,641	\$ 561,224	\$ 701,865

The equipment needed to allow for this transition is an allowable cost item under the State 911 Department Regional Developmental Grant Program. Those items include radio equipment to allow for interoperability between Acton and Concord to allow for dispatching from Acton.

Cost Benefit Analysis Summary

The Table below documents the savings that are anticipated from the economy of scale of the RECC, a cost-sharing effort between both communities, as well as a grant funding effort for recurring costs and a separate effort through Development Grants for capital costs/equipment to establish a RECC and to replace outdated equipment.

Community	Non-Recurring Capital Savings	Recurring Cost Savings	Total Savings
Acton	\$407,465.99	\$375,054.37	\$782,520.36
Concord	\$179,666.66	\$415,282.63	\$594,949.29
TOTAL	\$ 587,132.65	\$ 790,337.00	\$1,377,469.65

Recommendations:

1. Consider a governance structure of either a Hosted RECC in a separate department within the Acton Town Government or as a Regional Emergency Communications Dispatch District. The analysis of both of these options is on

Page 17. Both governance options have been used effectively for RECCs in Massachusetts and it is up to both communities to choose which model they will follow. Prior observation and research have shown that Long term community ownership in the RECC is best achieved by the establishment of a Regional Dispatch District.

2. Develop an outreach program to all of the communities to inform them of the enhanced capability of the RECC.
3. Develop a plan to assess the administrative and security needs for the Concord Police and Fire Departments.;
4. Develop uniform operational call taking and dispatching procedures for the RECC. Common operational policies and procedures for the RECC that meet the unique needs of the disciplines of the emergency response agencies to ensure the appropriate resources are provided at the time they are needed. The dispatch protocols should be governed by the appropriate rules and regulations to ensure performance standards are being maintained and community needs are being met. State 911 Department Standards, NFPA 1221, APCO and CALEA would provide guidance for the development of those documents. 560 CMR 2.00 requires that under Operational Standards (d) Call Handling Coordination/Negotiations that Municipalities participating in the implementation of 9-1-1 shall be responsible for coordinating with all public safety providers served by the PSAP. The new written operational policy and procedures become the basis for the training of dispatchers for the RECC and for the future accreditation of the center.

Seek State 911 RECC Developmental Funding to implement the redesign of the Acton dispatch center floor plan as well as the needed technology items including radio system enhancements, a uniform administrative phone system, security systems where needed and a regional Computer Aided Dispatch (CAD) and Records Management Systems (RMS) using the IMC/Tritech platform.

5. Develop a Transition Training Plan to incorporate all elements of required dispatch training as required by State 911, CAD/RMS, Dispatch Protocols, EMD and community knowledge.
6. Utilize the insight of the dispatchers and public safety personnel to develop excellence in operational guidelines/practices for the citizens of both communities and their public safety services.

Benefits of Regionalization

Relying upon interviews that were conducted in forty-two (42) communities in Massachusetts with one hundred ninety-eight (198) Police and Fire Chiefs, their command personnel, town managers and dispatch personnel, the most cited benefits of regionalization of dispatch services were as follows:

1. Standardized/use of the same dispatch protocols
2. Resources – more dispatch personnel for major events and increased surge of 911 calls

3. Cost Savings, Financial Support – state contributions to center development and recurring costs
4. Enhanced Mutual Aid
5. More effective call taking and dispatching capability for the public and emergency response

DRAFT

Town Manager's Office

memorandum

To: Department Heads and Division Managers

From: Stephen Crane, Town Manager

Date: January 7, 2021

RE: Town Manager's FY22 Budget Message

With the arrival of the New Year, it is now time to begin the FY22 budget process. Due to the ongoing restrictions on large indoor gatherings because of the pandemic, Town Meeting has been moved from April to June, pushing the budget cycle forward. Normally, this Budget Packet would have been issued in October.

As with everything else, the pandemic is having a great impact on the FY22 budget. In consideration of next year's budget, it is anticipated that there will be a reduction in State Aid and no growth in Local Receipts, which are already lower than they were a year ago. On a positive note, Property Tax collections, which make up 84% of the Town's revenues, have remained strong.

The current FY22 revenue model will support budgetary growth of approximately 1.5% over the FY21 appropriations. This modest growth will need to fund all existing programs, any ongoing pandemic response expenses, and any expenses related to the "new normal" operations.

While preparing the FY22 budget requests, please keep in mind the following guidelines:

- The FY22 Budget Submission should be level-funded for discretionary / non-fixed costs. Fixed costs, including salaries, should be funded at actual levels.
- Any increase in discretionary spending must be offset by a reduction in another discretionary line item.
- Any department or division seeking an increase in funding above FY21 levels should submit a supplementary request identifying the line item that is proposed to increase, the increase amount and the rationale for the increased funding.

Included in the Budget Packet are the Budget Instructions, Budget Calendar and Detail Pages for the Division(s).

Please submit budget requests by email to Brandon by January 27th.

Thank you in advance for your and your staff's work on the FY22 Budget.

Town of Concord FY22 Budget Planning Calendar for the 2021 Annual Town Meeting

Date	Action/Event	Responsible Party	Location
July 23, 2020 July 31, 2020	Regular Meeting - Approve Guideline Information Letters Issue Guideline Information Letters	Finance Committee Finance Committee	Select Board Meeting Room
November 6, 2020 November 30, 2020	Capital Improvement Program (FY22-26) Instructions Issued Bylaw required deadline to issue Guidelines	Town Manager/ Finance Finance Committee	
December 4, 2020	Capital Improvement Program (FY22-26) Requests due	Town Manager/ Finance/ Departments	
January 6, 2021 January 7, 2021	Budget Instructions issued to all departments, boards & committees Guidelines subcommittee - Superintendent's Response to Information Letter	Town Manager/ Finance Finance Committee	
January 14, 2021	Guidelines subcommittee - Minuteman Tech Response to Information Letter	Finance Committee	
January 14, 2021	Guidelines Subcommittee - Town Manager's Response to Information Letter	Finance Committee	
January 21, 2021 January 25, 2021	Regular Meeting - Vote Tentative Guidelines , FY22 Town Caucus	Finance Committee	Select Board Meeting Room Town House
January 27, 2021	FY22 General Fund Operating Budget Requests due	Town Manager/ Finance/ Departments	
January 28 - February 5, 2021	FY22 General Fund Operating and FY22-26 Capital Budget Requests review: meetings with Town Department Heads and Budget Review Team	Town Manager/ Finance/ Departments	
February 4, 2021	Guidelines subcommittee - Town Manager's Response to Tentative Guidelines	Finance Committee	
February 4, 2021	Guidelines subcommittee - Superintendents Response to Tentative Guidelines- CPS	Finance Committee	
February 11, 2021	Guidelines subcommittee - Superintendents Response to Tentative Guidelines- CCRSD	Finance Committee	
February 12, 2021	Preliminary FY22 General Fund Operating Budget and FY22-26 Capital Budget recommendations compiled by Budget Review Team for Town Manager's review and adjustment	Town Manager/ Finance	
February 25, 2021	Regular Meeting - Vote Final Budget Guidelines to be issued to Select Board and School Committees	Finance Committee	Select Board Meeting Room
February 27, 2021	WARRANT OPENED - Select Board/Committees Coordination Meeting; planning session for 2021 Annual Town Meeting & Review of known articles	Select Board	
March 5, 2021 March 15, 2021	Completed Narratives for General Fund Departments Due Presentation of Preliminary FY22 General Fund Operating and FY22-26 Capital Budget recommendations by Town Manager to the Select Board	Town Departments Town Manager	
March 16, 2021	Presentation of FY22 General Fund Budget to Finance Committee 90 days prior to the Annual Town Meeting, the Town Manager's Proposed Budget for FY22 (General Fund operations and proposed appropriations) is set and submitted to Select Board. (Also, no later than this date, the Superintendent of Schools submits budgets for Concord Public Schools and Concord-Carlisle Regional High School to the respective School Committees.) Through February, these committees and Finance Committee will conduct a review.	Town Manager Town Manager/ Finance	
March 19, 2021 March 25, 2021	Draft Warrant Articles Due (Townwide, not just FinCom) Town Manager's Proposed FY22 General Fund Budget is published	All Town Manager/ Finance	
March 25, 2021	Town Election		Various
March 26, 2021	Warrant for Town Meeting closes at 4:00 PM	All	Town Manager's Office
April 2, 2021 April 5 - 9, 2021	Proposed FY22 Enterprise Budget Request due Enterprise Budget Request review: Meetings with Enterprise Directors and Budget Review Team	Town Departments Town Manager/ Finance/ Departments	
April 15, 2021 April 18, 2021	Public Hearing advertised (for FY22 General Fund operations) Target Date for Mailing of Town Meeting Warrant to Residents (At least 10 Days Prior to Public Hearing)	Town Manager/ Finance Administrative Manager/ Town Manager	
April 27, 2021 (7:00 PM)	Public Hearing - Select Board	Select Board	Town House - Hearing Room
April 28, 2021 April 29, 2021 (7:00 PM)	FY22 Enterprise Budget Narratives Due Public Hearing - Finance Committee - Public Hearing on Town Manager's General Fund operating and capital budget proposals for FY22 and other non-school and non-CPA financial articles on the Town Meeting Warrant	Finance Committee	Town House - Hearing Room
May 4, 2021	Town Manager's Proposed FY22 Enterprise Budget is published (online edition)	Town Manager/ Finance	
May 6, 2021 (7:00 PM)	Public Hearing - Finance Committee - Education budget proposals for FY22 (Concord Public Schools, Concord-Carlisle Regional High School, and Minuteman Career and Technical High School) and Community Preservation Act Article	Finance Committee	Town House - Hearing Room
May 11, 2021 (7:00PM)	Public Hearing - Finance Committee - Enterprise Fund Budgets and Articles	Finance Committee	Town House - Hearing Room
May 13, 2021 (7:00 PM)	Public Hearing - Planning Board	Planning Board	Town House - Hearing Room
May 20, 2021 May 21, 2021	Finance Committee Completes its recommendations for Town Meeting Finance Committee Report to Printer	Finance Committee Administrative Manager/ Finance	
June 3, 2021	Finance Committee Report mailed to residents (at least 10 days prior to Town Meeting)	Administrative Manager/ Finance	
June 13, 2021 (1:00 PM)	Annual Town Meeting		Concord-Carlisle Regional HS



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
LECILIA B DE SOUZA	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
RAFAEL KLIPP BORGES	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

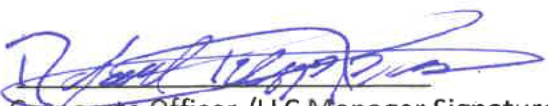
to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"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)



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services**
200 Arlington Street, Suite 2200, Chelsea, MA 02150
TEL: 617-660-4640 | TTY: 617-660-4606
MASS.GOV/CJIS



Personal CORI Request Authorization

I hereby swear, under penalties of perjury, that the information I have provided above is true to the best of my knowledge and belief.

[Signature]
Signature of Individual Authorizing CORI Request

03/02/20
Date

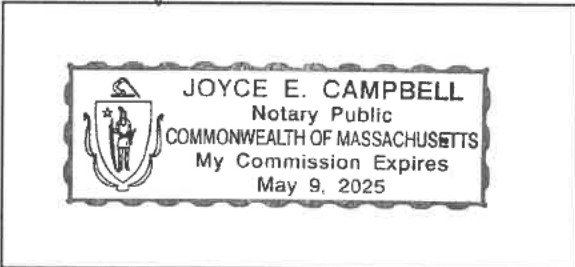
Authentication of Signature

Please note that ALL fields in this section must be completed by the Notary Public. This section does not need to be completed if you are currently incarcerated; please proceed to the next section.

On this 2nd day of MARCH 2020, before me, the undersigned Notary Public, personally appeared Oziel DeSouza (name of CORI requestor) and proved to me through satisfactory evidence of identification, which was MA DL (Ex: Driver's license, passport, etc.), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

[Signature: Joyce E. Campbell]
Signature of Notary Public (Notary stamp or seal is also required)

05/09/2025
Date my Commission expires



Correctional Facility Information

If you are currently incarcerated, a correctional facility official MUST complete the following section.

Name and rank of Correctional Facility Official (Please print.)

Phone Number

Address of Correctional Facility

Signature of Correctional Facility Official

Date

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:
 Title:
 Date:

Signature:
 Title:
 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**

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 type="text"/>	<input type="text"/>

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

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

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

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/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
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

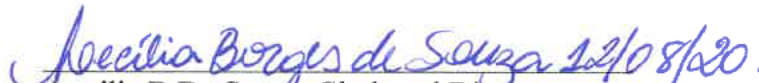
This is to certify that at a special meeting of the Board of Directors of the Corporation, held at the principal office of the Corporation located at 206 Fitchburg Tpke, Concord, MA 01742 on December 8, 2020, at 2:34 P.M., all the Directors being present and voting, it was unanimously


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

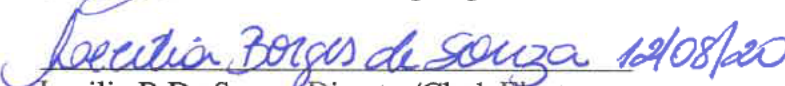
VOTED:


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
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services**
200 Arlington Street, Suite 2200, Chelsea, MA 02150
TEL: 617-660-4640 | TTY: 617-660-4606
MASS.GOV/CJIS



Personal CORI Request Authorization

I hereby swear, under penalties of perjury, that the information I have provided above is true to the best of my knowledge and belief.

Rafael Klipp Borges
Signature of Individual Authorizing CORI Request

02-19-2020
Date

Authentication of Signature
Please note that ALL fields in this section must be completed by the Notary Public. This section does not need to be completed if you are currently incarcerated; please proceed to the next section.

On this 19th day of February, 2020, before me, the undersigned Notary Public, personally appeared Rafael Klipp Borges (name of CORI requestor) and proved to me through satisfactory evidence of identification, which was Driver's license (Ex: Driver's license, passport, etc.), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

Kenneth Johnson
Signature of Notary Public (Notary stamp or seal is also required)

August 17, 2023
Date my Commission expires



Correctional Facility Information
If you are currently incarcerated, a correctional facility official MUST complete the following section.

Name and rank of Correctional Facility Official (Please print.)

Phone Number

Address of Correctional Facility

Signature of Correctional Facility Official

Date



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services**
200 Arlington Street, Suite 2200, Chelsea, MA 02150
TEL: 617-660-4640 | TTY: 617-660-4606
MASS.GOV/CJIS



Personal CORI Request Authorization

I hereby swear, under penalties of perjury, that the information I have provided above is true to the best of my knowledge and belief.

Solange M. Moura
Signature of Individual Authorizing CORI Request

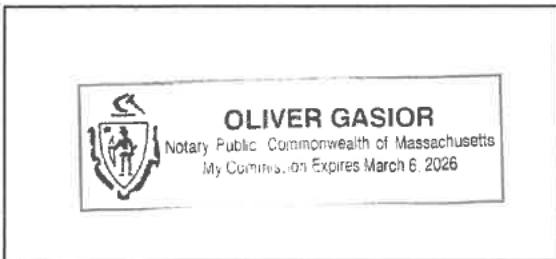
02/22/2020
Date

Authentication of Signature
Please note that ALL fields in this section must be completed by the Notary Public. This section does not need to be completed if you are currently incarcerated; please proceed to the next section.

On this 22 day of February, 2020, before me, the undersigned Notary Public, personally appeared Solange Moura (name of CORI requestor) and proved to me through satisfactory evidence of identification, which was DRIVER ID (Ex: Driver's license, passport, etc.), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

Oliver Gasior
Signature of Notary Public (Notary stamp or seal is also required)

03/06/2026
Date my Commission expires



Correctional Facility Information
If you are currently incarcerated, a correctional facility official MUST complete the following section.

Name and rank of Correctional Facility Official (Please print.)

Phone Number

Address of Correctional Facility

Signature of Correctional Facility Official

Date



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: LICENSEE NAME: RK WING CORP CITY/TOWN: CONCORD
(IF EXISTING LICENSEE)

APPLICANT INFORMATION

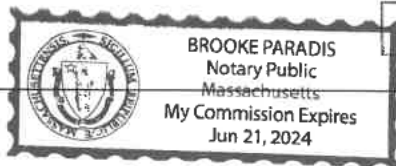
LAST NAME: DE SOUZA FIRST NAME: LECILIA MIDDLE NAME: B
MAIDEN NAME OR ALIAS (IF APPLICABLE): PLACE OF BIRTH: IPAMERI, GO
DATE OF BIRTH: 04/15/1977 SSN: ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: BORGES DRIVER'S LICENSE #: S20376525 STATE LIC. ISSUED: Massachusetts
GENDER: FEMALE HEIGHT: 5 4 WEIGHT: 140 EYE COLOR: BROWN
CURRENT ADDRESS: 20 VINCENT AVE
CITY/TOWN: LANCASTER STATE: MA ZIP: 01523
FORMER ADDRESS: 158 PHELPS ST
CITY/TOWN: MARLBOROUGH STATE: MA ZIP: 01752

PRINT AND SIGN

PRINTED NAME: LECILIA B DE SOUZA APPLICANT/EMPLOYEE SIGNATURE: *Lecilia Borges de Souza*

NOTARY INFORMATION

On this 12/08/20 before me, the undersigned notary public, personally appeared Lecilia Desouza
(name of document signer), proved to me through satisfactory evidence of identification, which were MA Drivers License
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

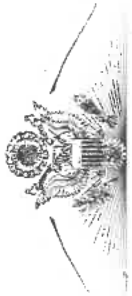


[Signature]
NOTARY

DIVISION USE ONLY

REQUESTED BY:
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.



No. 42315012

CERTIFICATE OF NATURALIZATION

Personal description of holder as of date of naturalization:

Date of birth: APRIL 15, 1977

Sex: FEMALE

Height: 5 feet 04 inches

Marital status: MARRIED

Country of former nationality: BRAZIL

U.S. Registration No: A214 309 127

I certify that the description given is true, and that the photograph affixed hereto is a likeness of me.

Lecilia Borges de Souza
(Completed and true signature of holder)

Be it known that, pursuant to an application filed with the Secretary of Homeland Security

at: LAWRENCE, MASSACHUSETTS

The Secretary having found that:

LECILIA BORGES DE SOUZA

residing at:

MARLBOROUGH, MASSACHUSETTS

having complied in all respects with all of the applicable provisions of the naturalization laws of the United States, being entitled to be admitted as a citizen of the United States, and having taken the oath of allegiance at a ceremony conducted by

U.S. CITIZENSHIP AND IMMIGRATION SERVICES

at: LAWRENCE, MASSACHUSETTS

on: NOVEMBER 09, 2020

such person is admitted as a citizen of the United States of America.

Ken C II

U. S. Citizenship and Immigration Services



Lecilia de Souza

ALTERATION OR MISUSE OF THIS DOCUMENT IS A FEDERAL OFFENSE AND PUNISHABLE BY LAW

MASSACHUSETTS
DRIVER'S LICENSE

1 **DESOUZA**
 2 **LECILIA B**
 3 **33 PINE CREST DR**
 4 **WORCESTER, MA 01604**

5 **15** SEX **F** 16 **HGT 5' 04"**
 6 **DOB 09/30/17** 7 **EXP 02/20/16**

8 **04/29/2017**
 9 **04/15/2022**
 10 **04/15/1977**

11 **S20376525**
 12 **04/15/1977**

13 **NONE**
 14 **NONE**

15 **04/15/77**

Shelley Borg de Souza

17 **02/20/16**
 18 **76326601**

WWW.MASSRMV.COM
MA 02222016
04/15/1977
CLASS -
D - Small vehicle less than
26,001 lbs, except school
bus.

ENDORSEMENTS -
NONE

RESTRICTIONS -
NONE

CHANGE OF ADDRESS - PRINT BELOW PERMANENT INK



Corporations Division

Payment Confirmation

Date: 8/31/2019

Confirmation date/time:	8/31/2019 2:31:14 PM
Confirmation number:	243026
Invoice number:	02000040118694014813990
Payment ID number:	6774331
Transaction ID number:	11869401
Transaction category:	Domestic Profit Corporation
Transaction type:	Annual Report - 2019
Entity name:	RK WING, CORP.

Filing fee:	\$100.00
Expedited service fee:	\$9.00
Total fee:	\$109.00

Your payment has been successfully processed. Your filing has been submitted and will be reviewed by the Corporations Division. If your submission is rejected for any reason, we will contact you immediately.

Note that for security reasons your payment credit card and/or bank information is processed at a secure website. The Secretary of the Commonwealth does not retain any payment information.

E-check transactions require final approval from your bank. Such approval may take 7 to 10 business days. If the payment is returned, you will be billed for the transaction at that time.

If you have any questions about your request, contact our office:

- phone: 617-727-9640
- email: corpinfo@sec.state.ma.us



William Francis Galvin
Secretary of the Commonwealth of Massachusetts



Corporations Division

Business Entity Summary

ID Number: 001306013

[Request certificate](#)

[New search](#)

Summary for: **RK WING, CORP.**

The exact name of the Domestic Profit Corporation: RK WING, CORP.		
Entity type: Domestic Profit Corporation		
Identification Number: 001306013		
Date of Organization in Massachusetts: 01-03-2018		
Last date certain:		
Current Fiscal Month/Day: 12/31		Previous Fiscal Month/Day: 12/31
The location of the Principal Office:		
Address: 206 FITCHBURG TPKE		
City or town, State, Zip code, Country: CONCORD, MA 01742 USA		
The name and address of the Registered Agent:		
Name: RAFAEL KLIPP BORGES		
Address: 206 FITCHBURG TPKE		
City or town, State, Zip code, Country: CONCORD, MA 01742 USA		
The Officers and Directors of the Corporation:		
Title	Individual Name	Address
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	SOLANGE GOMES MOURA	129 AMERICA BLVD ASHLAND, MA 01721 USA
DIRECTOR	SOLANGE GOMES MOURA	129 AMERICA BLVD ASHLAND, MA 01721 USA
DIRECTOR	RAFAEL KLIPP BORGES	20 VINCENT AVF LANCASTER, MA 01523 USA

Business entity stock is publicly traded:

The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CWP	\$ 1.00	10,000	\$ 10000.00	10,000

Consent Confidential Data Merger Allowed Manufacturing

View filings for this business entity:

Administrative Dissolution
Annual Report
Application For Revival
Articles of Amendment

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)



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

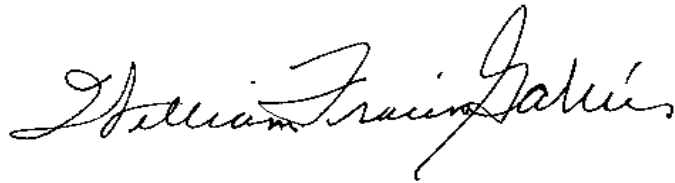
Signed by RAFAEL KLIPP BORGES, its PRESIDENT
on this 2 Day of December, 2020

© 2001 - 2020 Commonwealth of Massachusetts
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

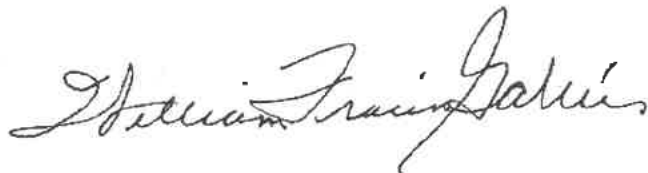
Signed this 3 Day of January, 2018 at 12:23:31 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity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

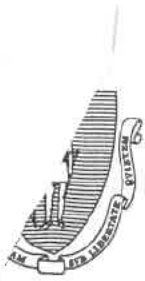
NONE

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 3rd, 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 14th 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

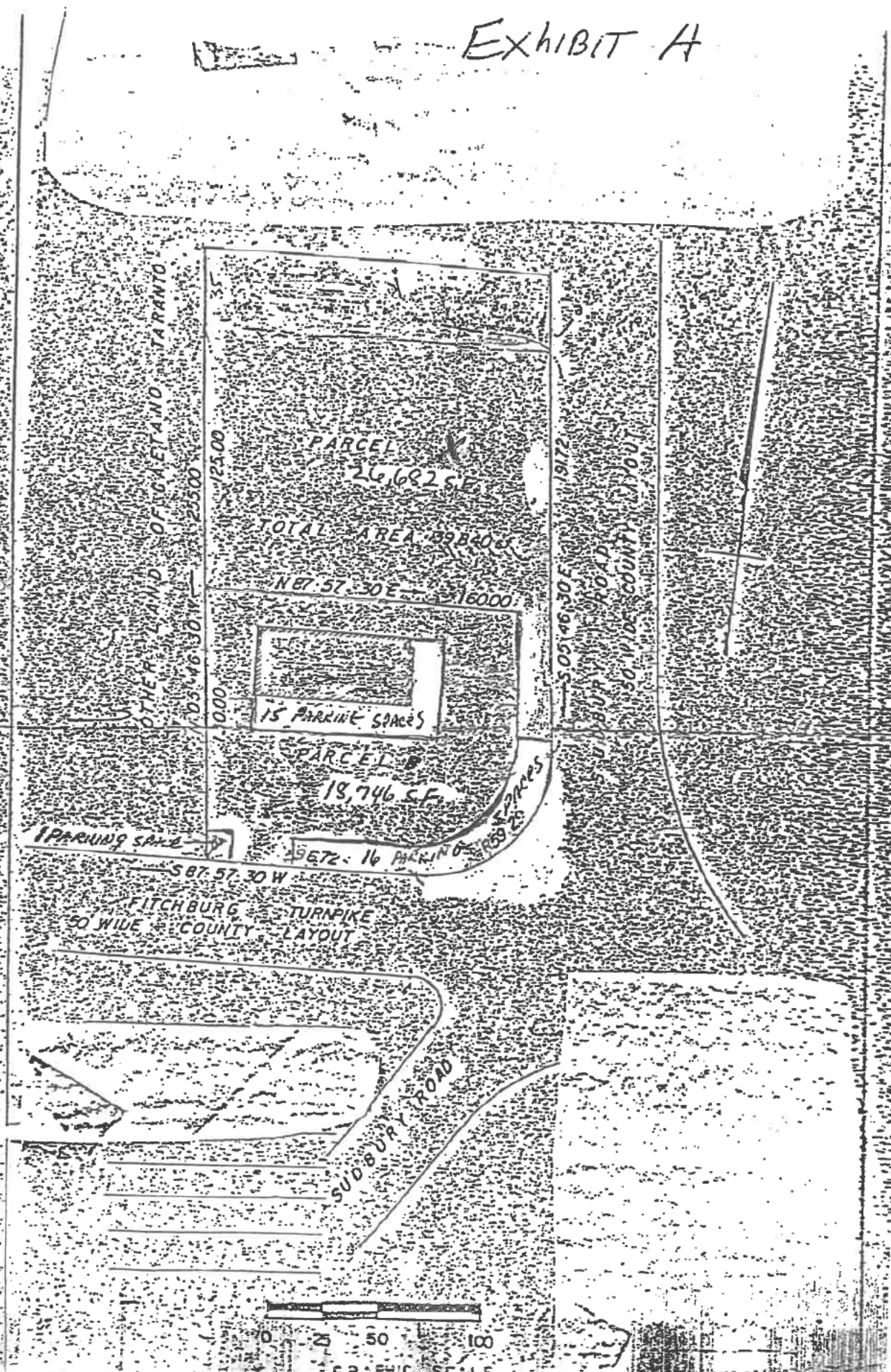
In consideration of one (\$1.00) Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned unconditionally personally guarantee the performance of all of LESSEE'S obligations under this lease for its entire duration.

Executed under seal this 14th day of ~~January 2019.~~

February 2020


Rafael Klipp Borges

EXHIBIT A



DOWN TO SCALE

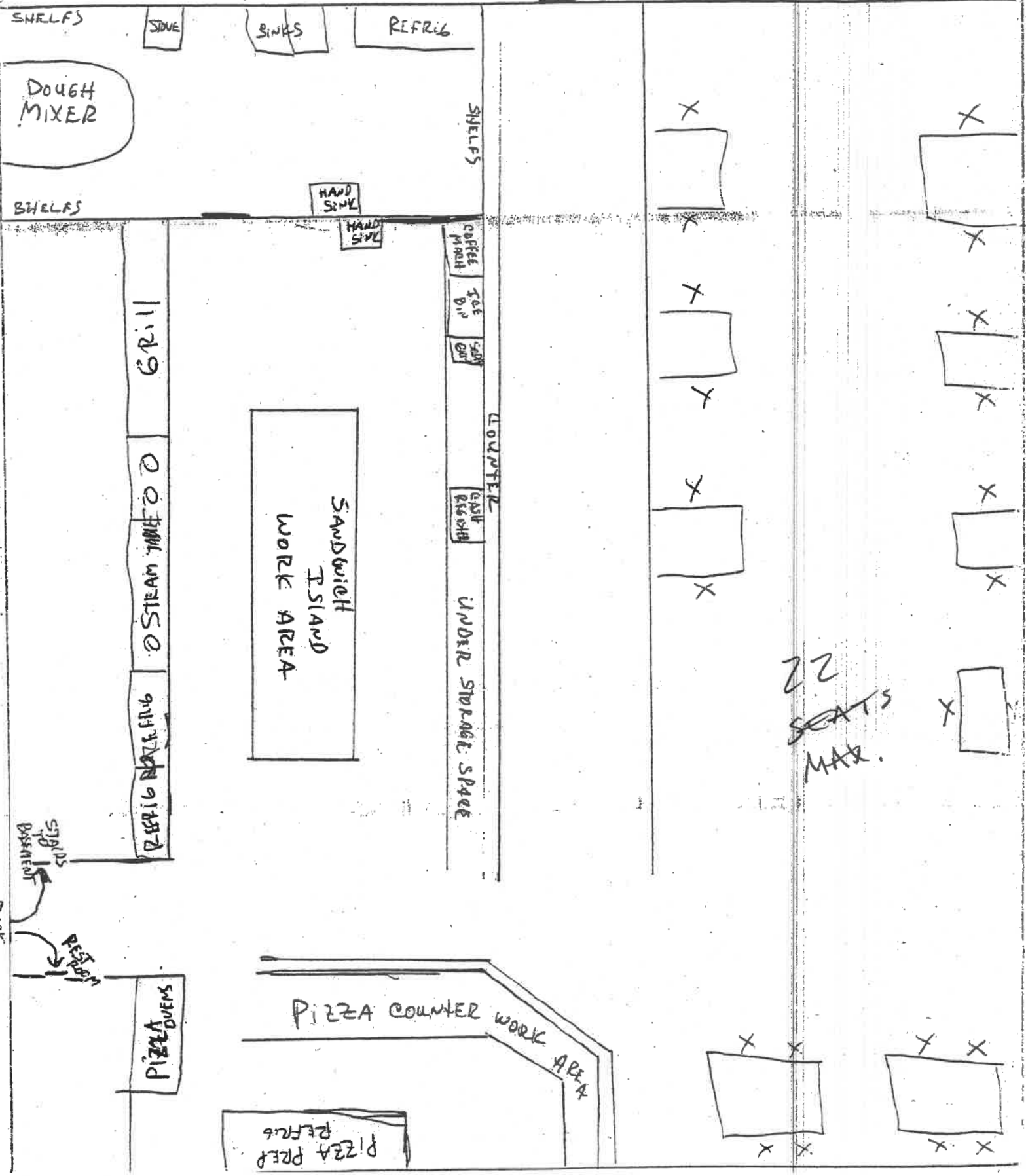
Dining Room
w/ 22 SEATS

Exit all

FRONT DOOR EXIT

COUNTER

KITCHEN

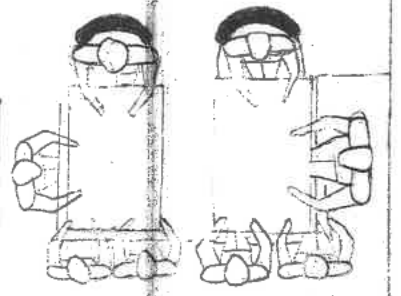
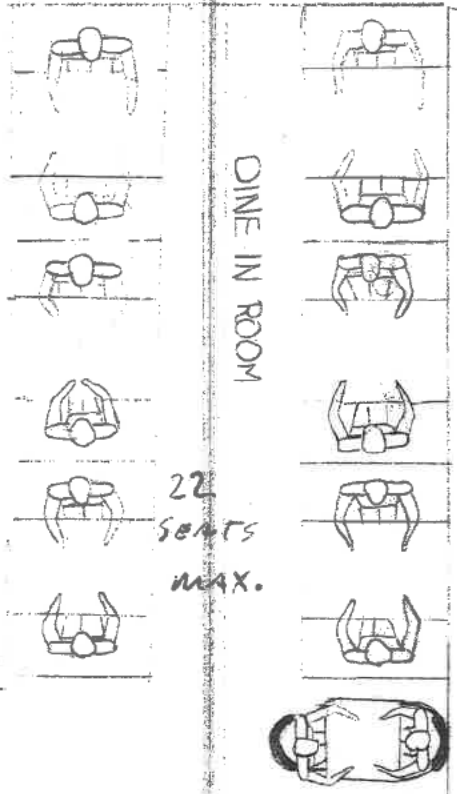


FRONT DOOR
EXIT

EXIT
ENTRANCE

DINE IN ROOM

22
SEATS
MAX.



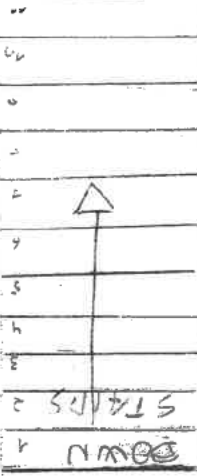
COUNTER
CASHIER

SALAD STATION

FREEZER

FRYER

GRILL



PIZZA STATION

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.

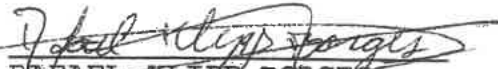
If the undersigned consists of one or more persons or entities, their obligations under this Note shall be joint and several, and the term Borrower shall be deemed to refer to each of the undersigned severally. The proceeds of the loan represented by this Note may be paid to any one or more of the undersigned.

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.

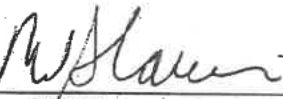
This Note shall be governed by and construed according to the laws of the Commonwealth of Massachusetts, without application of its law regarding choice of law.

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 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.

ROSSINIS. DOWN PAYMENT

12-07-17.

60-7269/2313

152

NATHALIA KLIPP ELIAS
206 FITCHBURG TURNPIKE
CONCORD, MA 01742

DATE 12-07-17

PAY TO THE ORDER OF GILBERT ALMEIDA \$ 65,000.00
SIXTY FIVE THOUSAND DOLLARS



Santander

Santander Bank, N.A.

MEMO RAFAEL - ROSSINIS PAY. Natalina Klipp

⑆ 231372691⑆

⑆ 573663109⑆ 0152

RAFAEL KLIPP BORGES
116 BOSTON POST RD E APT 8
MARLBOROUGH, MA 01752-3543

08-17

177

53-7054/2113
464

12-07-17

Date

Pay to the Order of GILBERT ALMEIDA \$ 10,000.00
TEN THOUSAND DOLLARS Dollars



Bank

America's Most Convenient Bank

For ROSSINIS DOWN PAYMENT PART

Rafael Klipp Borges

⑆ 211370545⑆ 8256020236⑆ 0177

ASSET PURCHASE AGREEMENT

AGREEMENT made as of the 2nd 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 8th, 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					
Total, Class V Assets	49,800	28,000	1,148	29,450		108,398
Total, Class I Assets (Cash, savings accounts)						50,000
Total, Class III Assets (Prepaid Insurance, Lease security deposit)						4,800
Total, Class IV Assets (Inventory)						12,000
Total, Class VI Assets (S.197 intang, workforce in place, customers, suppliers, other rights granted by govt)						25,000
Goodwill - balance, Class VII Assets						49,802
Total						250,000

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

Name as shown on return: **CARNEIRO RESTAURANT CORP**

Identifying number as shown on return: _____

Check the box that identifies you:
 Purchaser Seller

Part I General Information

1 Name of other party to the transaction: **GILBERT C ALMEIDA**

Other party's identifying number: _____

Address (number, street, and room or suite no.): _____

City or town, state, and ZIP code: _____

2 Date of sale: _____

3 Total sales price (consideration): **250000**

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
Total	\$ 250000	\$ 250000

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.

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:

General Manager Years: 4
Front office manager Years: 7

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

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



Board of Assessors

Presents

The Residential Exemption

Calculated on the FY 2021

Valuation and Tax Data



The Law Chapter 59, Section 5C

- Section 5C. With respect to each parcel of real property classified as Class One, residential, in each city or town certified by the commissioner to be assessing all property at its full and fair cash valuation, and at the option of the board of selectmen or mayor, with the approval of the city council, as the case may be, there shall be an exemption equal to not more than 35 per cent of the average assessed value of all Class One, residential, parcels within such city or town; provided, however, that such an exemption shall be applied only to the principal residence of a taxpayer as used by the taxpayer for income tax purposes.
- Where, under the provisions of section five, the exemption General Law - Part I, Title IX, Chapter 59, Section 5C is based upon an amount of tax rather than on valuation, the reduction of taxable valuation for purposes of the preceding sentence shall be computed by dividing the said amount of tax by the residential class tax rate of the city or town and multiplying the result by one thousand dollars.



Basics of the Law

- Residential Property Only (Class 1)
- Select Board Vote
- Exemption is up to 35% of the average assessed Res. value
- Only Applied to the Principle Residence (Own and Occupy)
- Principle residence on tax return
- Exemption is on value
- Levy remains the same
- Shortfall is made up by a tax rate recalculation (Tax Shift)



Qualification

- **Properties Included**
 - **Single Family homes**
 - **Condominiums**
 - **Part of Two and Three-Family Homes**
 - **Part of Mixed use properties**

- **Properties Excluded**
 - **Non-Owner Occupied homes (second homes, rented)**
 - **Properties held in Trust (Medford Vs Kirby)**
 - **Apartment Building**
 - **Nursing Homes, Group Homes and Assisted Living Facil.**



Current Users

- **Only Fifteen Municipalities in Mass. have Exemption**
- **Two communities joined in FY2006, Everett and Barnstable**
- **Larger metropolitan communities (Boston, Brookline, Cambridge, Chelsea, Everett, Malden, Somerville, Waltham, Watertown)**
- **Resort communities, (Barnstable, Truro, Nantucket, Tisbury, Wellfleet, Provincetown.**
- **Ten of the communities also use the CIP tax shift**



Negative Adverse Effects of Tax Shift

- **Increase in rents to all 865 renters in town of Concord**
- **Exclusion of Trust Owned Property**
- **Reduction of Participant in the Sr. Means Exempt.**
- **Not adopted by any Municipality with high % of owner occupants than 78%. Only 45% participation for non-tax shift Communities**
- **Additional staff needed (5,977 parcels to investigate)**
- **Impact to Finances (Under or over estimate)**



Basic Tax Rate Calculation

Basic Formula

Tax Levy / Total Valuation * 1,000

FY2021 Tax Rate

\$98,123,168 (Levy) / \$6,670,507,650 (Value) * 1,000

or

\$14.71



Average Value

Count	Type	Value
4603	Single family 101	\$5,071,695,070
64	Miscellaneous 109,140-149	\$136,806,700
100	Multi-family 104 & 105	\$69,936,450
27	Apartments 111,112-125	\$205,598,100
874	Condominiums 102	\$489,912,249
282	Vacant Land 106,130,131,132	\$39,795,400
27	Mixed Use	\$114,014,296
5977	Total RO:	\$6,127,758,265

\$6,127, 758,265 (Res.Value)/ 5,977 (Number of Parcels) =

\$1,025,223 (Average Residential Value)



Exemption Calculation

- **Exemption 1% to 35% of the Average Residential Value**

$$5\% * \$1,025,223 = \$ 51,261$$

$$10\% * \$1,025,223 = \$102,522$$

$$15\% * \$1,025,223 = \$153,783$$

$$20\% * \$1,025,223 = \$205,045$$

$$25\% * \$1,025,223 = \$256,306$$

$$30\% * \$1,025,223 = \$307,567$$

$$35\% * \$1,025,223 = \$358,828$$



Total Reduction

Estimation of Parcels Qualifying

4603	Single family 101	0.9	4142.7
64	Miscellaneous 109,140-149	0.75	48
100	Multi-family 104 & 105	0.8	80
27	Apartments 111,112-125	0	0
874	Condominiums 102	0.85	742.9
282	Vacant Land 106,130,131,132	0	0
27	Mixed Use	0	0
5977	Total RO:		5013.6
		Difference	963.4



Total Reduction

Reduction in Value at 20%

Type	Count	Exempt 20%\$	Total Exemption
Single-family 101	4142.7	\$205,045	\$849,439,921.50
Miscellaneous 109,140-149	48	\$205,045	\$9,842,160.00
Multi-family 104 & 105	80	\$205,045	\$16,403,600.00
Apartments 111,112-125	0	\$205,045	\$0.00
Condominiums 102	742.9	\$205,045	\$152,327,930.50
Vacant Land 106,130,131,132	0	\$205,045	\$0.00
Mixed Use	0	\$205,045	\$0.00
Total RO:	5013.6	\$205,045	\$1,028,013,612.00



New Tax Rate Calculation

Basic Formula

Tax Levy / (Total Valuation – Exemption) * 1,000

Tax Rate after Exemption

**\$98,123,168 (Levy) / \$6,670,507,650 (Value) -
\$1,028,013,612 (Exemption) * 1,000**

or

\$17.39



Examples of Impact at 20%

Value	Old Tax	New Value	New Tax	Difference	Eff. Tax Rate
\$400,000	\$5,888	\$194,955	\$3,448	-\$2,440	\$8.62
\$500,000	\$7,360	\$294,955	\$5,217	-\$2,143	\$10.43
\$600,000	\$8,832	\$394,955	\$6,986	-\$1,846	\$11.64
\$700,000	\$10,304	\$494,955	\$8,754	-\$1,550	\$12.51
\$800,000	\$11,776	\$594,955	\$10,523	-\$1,253	\$13.15
\$900,000	\$13,248	\$694,955	\$12,292	-\$956	\$13.66
\$1,000,000	\$14,720	\$794,955	\$14,061	-\$659	\$14.06
\$1,100,000	\$16,192	\$894,955	\$15,829	-\$363	\$14.39
\$1,200,000	\$17,664	\$994,955	\$17,598	-\$66	\$14.67
\$1,222,250	\$17,992	\$1,017,205	\$17,992	\$0	\$14.72
\$1,300,000	\$19,136	\$1,094,955	\$19,367	\$231	\$14.90
\$1,400,000	\$20,608	\$1,194,955	\$21,136	\$528	\$15.10
\$1,500,000	\$22,080	\$1,294,955	\$22,904	\$824	\$15.27
\$1,600,000	\$23,552	\$1,394,955	\$24,673	\$1,121	\$15.42
\$1,700,000	\$25,024	\$1,494,955	\$26,442	\$1,418	\$15.55
\$1,800,000	\$26,496	\$1,594,955	\$28,210	\$1,714	\$15.67
\$1,900,000	\$27,968	\$1,694,955	\$29,979	\$2,011	\$15.78
\$2,000,000	\$29,440	\$1,794,955	\$31,748	\$2,308	\$15.87



Impact on Senior Means Tested Exemption

- **Senior Means Tested Exemption is based on a tax bill greater than 10% of the applicant's income**
- **Residential Exemption would reduce the tax bill**
- **No impact under 15% Residential Exemption**
- **Loose 2 applicants at 20% Residential Exemption**
- **Loose 3 applicants at 25%**
- **Loose 8 applicants at 35%**



Apartments and two and three-family

Location	Units
32 MONUMENT ST	6
247 LAWS BROOK RD	80
238 COMMONWEALTH AVE	4
85 COMMONWEALTH AVE	13
32 BRADFORD ST	18
5 LAWS BROOK RD	10
1760 WEDGEWOOD CMN	29
1745 WEDGEWOOD CMN	24
1720 WEDGEWOOD CMN	16
1248 MAIN ST	5
153 THOREAU ST	8
159-181 THOREAU ST	28
132 BELKNAP ST	5
231 ELSINORE ST	24
22 THOREAU ST	6
63 COTTAGE LN	9
1 LEXINGTON RD	6
5 LEXINGTON RD	5
184-190 WALDEN ST	5
75 OLD STOW RD	42
159 ELSINORE ST	24
352 THOREAU ST	6
1100 CONCORD TPKE	42
48 OLD POWDER MILL RD	350
Total units	765

Apartments 765

Two-Family 99

Three-Family 1

Total units 866

Assumption: Owner in the first unit.



Average Value Comparison

Town	Value	Tax Rate	Tax Bill	Type
• Concord	\$1,062,192	\$14.23	\$15,115	Uniform
• Acton	\$ 612,785	\$19.24	\$11,790	Uniform
• Maynard	\$ 393,605	\$20.64	\$ 8,124	Split
• Lexington	\$1,106,548	\$14.05	\$15,547	Split



Typical House - Adjoining Town Comparison - Concord

- **Assessed Value \$947,300**
- **Tax Rate \$14.23**
- **Tax Bill \$13,480**
- **Living Area 2,476 S.F.**



Single Family - Detached

36 Laurel Street
Concord, MA 01742-3606
Middlesex County

Style: Colonial, Gambrel /Dutch

Color: Tan

Grade School: Alcott

Middle School: Concord Middle

High School: CCHS

Handicap Access/Features:

Directions: Walden Street to Laurel Street.

List Price: \$1,275,000

Sale Price: \$1,115,000

Total Rooms: 9

Bedrooms: 4

Bathrooms: 2f 1h

Master Bath:

Fireplaces: 1



Typical House - Adjoining Town Comparison - Acton

- **Assessed Value \$664,100**
- **Tax Rate \$19.24**
- **Tax Bill \$12,778**
- **Living Area 2,408 S.F.**



Single Family - Detached

49 Newtown Road
Acton, MA 01720
Middlesex County

List Price: **\$684,000**

Sale Price: **\$753,000**

Style: **Colonial**

Total Rooms: **8**

Color: **Yellow**

Bedrooms: **4**

Grade School: **AB Choice**

Bathrooms: **2f 1h**

Middle School: **RJ Grey Jr HS**

Master Bath: **Yes**

High School: **ABRHS**

Fireplaces: **2**

Handicap Access/Features:

Directions: **Main Street to Newtown Road**



Typical House - Adjoining Town Comparison - Maynard

- **Assessed Value \$456,900**
- **Tax Rate \$20.64**
- **Tax Bill \$9,430.42**
- **Living Area 2,488 S.F.**



Single Family - Detached

**42 Old Mill Road
Maynard, MA 01754
Middlesex County**

List Price: **\$500,000**

Sale Price: **\$545,000**

Style: **Colonial**

Total Rooms: **8**

Color: **Gray**

Bedrooms: **3**

Grade School: **Green Meadow**

Bathrooms: **1f 1h**

Middle School: **Fowler**

Master Bath:

High School: **Maynard High**

Fireplaces: **1**

Handicap Access/Features:

Directions: **Great Road to North Road which turns into Waltham to Old Mill Road**



Typical House - Adjoining Town Comparison - Lexington

- **Assessed Value \$859,000**
- **Tax Rate \$14.05**
- **Tax Bill \$12,069**
- **Living Area 2,300 S.F.**



Single Family - Detached

19 WALNUT ST
Lexington, MA 02420
Middlesex County

List Price: **\$1,075,000**

Sale Price: **\$1,095,000**

Style: **Colonial**

Total Rooms: **9**

Color: **White**

Bedrooms: **5**

Grade School:

Bathrooms: **2f 0h**

Middle School: **Clarke**

Master Bath: **No**

High School: **LHS**

Fireplaces: **1**

Handicap Access/Features:

Directions: **Concord Ave to Walnut St. #19 is on the right.**



Residential Exemption - Summary

- **Redistribution of the tax levy among residential property owners**
- **“Exemption” is a misnomer since it is actually a tax shift among residential properties (upper portion of the tax base will have a higher tax bill, lower portion of the tax base will have a lower tax bill)**
- **Tends to penalize low income renters because Apartment buildings would not qualify, would be in the upper half and pass the increase on to the tenants**



Recommendation

- **Board of Assessors is Not a Political Body**
- **Does not set Tax Policy (Select Board)**
- **Board of Assessors voted not to support the implementation of the Residential Exemption**



Next Steps

- **Public Hearings on the issue to promote implementation**
- **Obtain recommendation from the Tax Fairness Committee**
- **Preliminary vote to adopt**
- **Approve additional staff**
- **Notice of adoption to DOR by September 1, 2021**



Regional Housing Services Office

Serving Acton, Bedford, Concord, Lexington, Lincoln, Maynard, Sudbury, Wayland, and Weston

Office Address: 37 Knox Trail, Acton, MA 01720
Phone: (978) 287-1092

Website: WWW.RHSOhousing.org
Email: INFO@RHSOhousing.org

December 17, 2020

To: Bedford/Alyssa Sandoval, Concord/Marcia Rasmussen, Lexington/Amanda Loomis,
Sudbury/Adam Duchesneau, Wayland/Sarkis Sarkisian

From: Liz Rust, RHSO

RE: WestMetro HOME Consortium Fair Housing Plan approval

Dear RHSO WestMetro HOME Consortium members,

I am writing to further and outline the review and approval process for the WestMetro HOME Consortium Fair Housing Plan, titled FY21-25 Analysis of Impediments to Fair Housing Choice, distributed November 25, 2020 to the WestMetro Consortium members.

The draft plan is available now for public comment, and the final plan will be distributed on or about January 6, with a 2-week final review period, after which approval will be assumed if not specifically given. While the Consortium planning materials are not usually reviewed by municipal executive leadership, this may be an opportunity to lift up the commitment and importance of this work. The RHSO is available to assist in your review or approval process as requested.

Background: The WestMetro HOME Consortium consists of thirteen member communities (the Towns of Bedford, Belmont, Brookline, Concord, Lexington, Natick, Needham, Sudbury, Watertown, and Wayland and the Cities of Framingham, Newton and Waltham), and is regulated by U.S. Department of Housing and Urban Development (HUD). Federal HOME funds flow into the Consortium for use in eligible projects, and HUD requires certain standards as conditions to those funds.

Specifically, HUD requires the Consortium to prepare an Analysis of Impediments to Fair Housing Choice (AI), a five-year plan that analyzes barriers in access to housing opportunities throughout the thirteen communities and identifies priorities and goals to address these issues. In accordance with the HUD guidance, the WestMetro HOME Consortium (Consortium) began working on the AI in 2018, and contracted with Barrett Planning Group LLC to complete this effort.

FY21-FY25 AI Plan: The draft plan contains insightful research and information, and also outlines an Action Plan (starting page 33) to increase awareness of Fair Housing laws and to identify and remove barriers to Fair Housing Choice. This action plan requires priority and commitment from each member community over the 5-year plan period. The RHSO is poised to assist its WestMetro HOME community members, in partnership with local efforts.

The plan is a timely effort with the current rising awareness of civil rights and social justice. The WestMetro communities are fortunate to have this detailed analysis and action plan to assist with matters of equity, inclusion and diversity in the communities.

Plan Review details: On December 7, 2020 the comment period opened with a public meeting held by the City of Newton, and the distribution of the draft plan to all consortium communities, and further distributed to housing groups in each community by our office and yours. The full draft report is available for download on the City's website at <http://www.newtonma.gov/cdbg>. Comments on the draft plan can be sent (by 1/6/21) to myself at the RHSO or in writing to Amanda Berman, Director of Housing and Community Development, via email at aberman@newtonma.gov.



WestMetro HOME Consortium Analysis of Impediments to Fair Housing Choice

November 24, 2020

Prepared for the WestMetro HOME Consortium
Barrett Planning Group LLC
with assistance from
JM Goldson LLC



J M Goldson

community preservation
+ planning

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November 24, 2020

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Introduction

Fair housing is not a new issue for the WestMetro HOME Consortium. Several years ago, three organizations filed a civil rights complaint with the U.S. Department of Housing and Urban Development (HUD) after the City of Newton decided to withhold funds from a proposed supportive housing development for chronically homeless individuals. Supporters of Engine 6, Disability Law Center, Inc., and the Fair Housing Center of Greater Boston pursued their grievance with HUD, and in 2015, the City entered into an agreement with HUD to resolve the dispute. The City agreed to take several steps to meet its obligations to affirmatively further fair housing, among which was preparation of the regional fair housing assessment that this Analysis of Impediments to Fair Housing Choice (AI) is intended to update.

Well before Newton agreed to an eight-point action plan to prevent a recurrence of the Engine 6 problems, the City of Framingham entered into a settlement agreement with Southern Middlesex Opportunity Council (SMOC) to end litigation concerning the Planning Board's disapproval of two developments to house people with disabilities. Both projects eventually opened.

Today, as work on this AI comes to a close, the Framingham City Council has imposed a moratorium on any new multifamily housing for nine months, despite opposition



Black Lives Matter protest in Waltham, June 2020.

from the Mayor, the Framingham Planning Board, downtown businesses, and the City's economic development agency. By contrast, Newton has paved the way for a large mixed-use development with 600+apartments and commercial space at Riverside. The efforts of many community groups and advocates have helped to change the conversation about housing in Newton. In addition, over the past several years, eight new multifamily developments with a combined total of 1,268 units have been completed in Watertown. Still, the Boston Foundation's July 2020 release of "Qualified Renters Need Not Apply: Race and Voucher Discrimination in the Metro Boston Rental Housing Market" sent shock waves through many of the region's small cities and affluent suburbs when local officials learned that testing for the study "uncovered

evidence of discrimination based on voucher status in 86% of the tests.”¹

The work to secure fair and affordable housing does not end, whether in Newton, Framingham, or the other eleven cities and towns that comprise the WestMetro HOME Consortium. It requires capacity, resources, and community-based vigilance and advocacy. The purpose of this AI is to build upon the WestMetro HOME Consortium Regional Fair Housing Plan (2015) prepared by the Metropolitan Area Planning Council (MAPC) following closure of the Engine 6 dispute, yet with a greater focus on the responsibilities of all thirteen communities: Newton as the lead jurisdiction, and the cities of Waltham and Framingham and the towns of Bedford, Belmont, Brookline, Concord, Lexington, Natick, Needham, Sudbury, Watertown, and Wayland.

BACKGROUND

The Federal Fair Housing Act (FFHA) of 1968 establishes that all Americans, regardless of their race, color, national origin, religion, sex, familial status, or disability, deserve to live in homes and in neighborhoods of their choosing. It also directs recipients of federal funds to Affirmatively Further Fair Housing (AFFH). In 1995, the U.S. Department of Housing and Urban (HUD) issued the Fair Housing Planning Guide, which explains the AI planning requirements for states and entitlement grantees. The Fair Housing Planning Guide was the go-to resources for many years.

In 2015, the Obama administration implemented a new fair housing rule and issued guidance for a new planning process, the Assessment of Fair Housing or AFH. Many communities geared up to prepare a new fair housing plan following the AFH model. In 2019, however, HUD suspended the 2015 rule and directed grantees back to the AI planning process. Since then, HUD has proposed and now recently adopted a new rule, Preserving Community and Neighborhood Choice, that simplifies the requirements grantees need to follow in order to conduct fair housing planning.

The WestMetro HOME Consortium (Consortium) began working on this AI before HUD imposed its most recent rule. The Consortium recognizes that fair housing requires more than preventing discrimination, and that many factors contribute to having housing options that allow someone to grow and thrive freely in their neighborhood environments. This AI reflects much of the spirit of 2015 Rule and looks to assess access to housing from multiple dimensions.

The thirteen cities and towns that belong to the Consortium commit to taking meaningful and measurable actions to break down barriers to fair housing choice and affirmatively further fair housing for all protected classes. This document describes the specific actions the Consortium should take to do so.

¹ Boston Foundation, Suffolk University, Analysis Group, “Qualified Renters Need Not Apply” (2020), 6.

FEDERAL LAWS RELATING TO FAIR HOUSING

- The **Federal Fair Housing Act (FFHA)** prohibits discrimination in the sale, rental, lease, or negotiation for real property based on race, color, religion, sex, national origin, familial status, and disability. The FFHA covers most housing. It specifically applies to:
 - Multi-family dwellings with more than four units, including boarding, rooming, and lodging houses;
 - Multi-family dwellings with four or fewer units if the owner does not live in one of the units;
 - Single-family privately owned homes when a real-estate broker, agent, salesman, or any person in the business of selling or renting dwellings, is used, and/or discriminatory advertising is used to rent or sell the home; and
 - Residentially zoned land and house lots for sale or lease.

Courts have interpreted the FFHA to prohibit state and local governments from exercising their land use and zoning authority, as well as their authority to provide residential services and benefits, in a discriminatory fashion. People with disabilities are entitled to request reasonable accommodations in rules, policies, practices, or services under the FFHA. Courts have also held that government policies that have a **disparate impact** on minorities are in

violation of the FFHA, even without direct evidence of intentional discrimination.

■ Other federal civil rights laws²

- **Title I of the Housing and Community Development Act of 1974 (24 CFR 6)**. Section 109 prohibits discrimination on the grounds of race, color, national origin, religion, or sex in any program or activity funded in whole or in part from HUD's Community Development Block Grant Program.
- **Executive Order 11063** prohibits discrimination on the basis of race, color, religion, creed, sex or national origin in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.
- **Executive Order 12892 (1994)** requires federal agencies to affirmatively further fair housing in their programs and activities. The order also establishes the President's Fair Housing Council, chaired by the Secretary of HUD.
- **Executive Order 12898 (1994)** requires each federal agency to practice environmental justice in its programs, policies, and activities. Developers and municipalities using federal funds for housing development must consider environmental justice in the project siting process.

² Partial list with summary descriptions. More complete information can be found in the full report. Sources for this section: U.S. Department of

Housing and Urban Development (HUD), Metropolitan Area Planning Council (MAPC), Citizen Planner Training Collaborative (CPTC), and Barrett Planning Group.

- **Executive Order 13166 (2000)** eliminates, to the extent possible, Limited English Proficiency (LEP) as a barrier to full and meaningful participation by beneficiaries in all federally-assisted programs and activities.
- **Executive Order 13217 (2001)** requires federal agencies to evaluate their policies and programs to determine if any can be revised or modified to improve availability of community-based living for people with disabilities. Zoning must support opportunities for community based housing for people with disabilities, such as group homes.
- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. § 2000d) prohibits discrimination in federally assisted programs on the basis of race, color, or national origin.
- **The Age Discrimination Act of 1975** (42 U.S.C. § 6101-07) prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance. Age distinctions in a federal, state or local statute or ordinance providing benefits or assistance to people based on age are exempt.
- **Community Reinvestment Act (CRA; 1977) (12 U.S.C. § 2901)** establishes a foundation for financial institutions, state and local governments and community organizations to work together to promote banking services equally to all members of the community. The Act prohibits redlining and encourages financial institutions to help meet the credit needs of the communities in which they operate.
- **The Equal Credit Opportunity Act (ECOA)** (15 U.S.C. § 1691). The ECOA prohibits discrimination in the granting of credit, including discriminating against recipients of public assistance programs, such as food stamps and Social Security.
- **The Home Mortgage Disclosure Act of 1975 (HMDA)** (12 U.S.C. § 2801) applies to depository institutions with total assets of \$10 million or more that operate a branch or home office in a metropolitan area. They must submit data to federal agencies (including HUD) on the number, total dollar amounts, and location of loans used for home purchase or home improvement.
- **Implementation of the Fair Housing Act's Discriminatory Effects Standard (24 CFR Part 100)** establishes a three-part burden-shifting test for determining when a practice with a discriminatory effect violates the Fair Housing Act. Municipalities have to analyze and modify rules, policies, and practices that have potential discriminatory effects/disparate impact, as well as local preference practices.
- **Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity** (24 CFR Parts 5, 200, 203, 236, 400, 570, 574, 882, 891, and 982). This rule guarantees that people will have equal HUD-assisted or insured housing without regard to actual or perceived sexual orientation, gender identity, or marital status.
- **Section 504 of the Rehabilitation Act of 1973** prohibits excluding people from federally funded programs and services because of disability. Section 504

extends to new construction and rehabilitation in housing, public buildings, and public accommodation buildings that directly receive federal funding.

- **The Americans with Disabilities Act (ADA) of 1990**, as amended (42 U.S.C. 12101) extends civil rights similar to those previously available on the basis of race, color, religion, sex, and national origin, to people with disabilities. Buildings constructed or rehabilitated after March 2012 must use the ADA 2010 Standards for Accessible Design.
- **The Architectural Barriers Act of 1968 (ABA)**, as amended, (42 U.S.C. 4151) requires that specific buildings financed with federal funds be designed and constructed to be accessible to persons with disabilities.



ADA logo courtesy of ADA National Network (adata.org)

MASSACHUSETTS LAWS

- Under **Article 106 to the Massachusetts Constitution**, equality under the law shall not be denied or abridged because of sex, race, color, creed, national origin. In addition, state laws categorically prohibit housing discrimination under G.L. c. 151B, §4; discrimination in public accommodations under G.L. c. 272, §§92A, 98, 98A; and discrimination based on disability through zoning, G.L. c. 40A, §3.
- The **Commonwealth's anti-discrimination law, G.L. c. 151B**, prohibits discrimination in housing based on race, religion, color, ancestry, national origin, sex, gender identity, sexual orientation, age, source of income, veteran status, and familial status. The protection given to familial status does not apply to one- to four-unit dwellings if one unit is occupied by an elderly or infirmed person for whom children would be a hardship.

■ Other state laws relevant to fair housing include:

- Massachusetts Lead Law (105 CMR 460.000): Massachusetts Architectural Access Board (MAAB) Regulations (521 CMR).
- Data Collection Act (Chapter 334 of the Acts of 2006) (760 CMR 61)
- Chapter 183C, the Predatory Home Loan Practices Act
- G.L. 184 §23B, relating to private agreements that limit access to housing to anyone due to race, color, religion, national origin, or sex.



Boston civil rights march for equal education (1965). Source: WGBH Open Vault.

METHODOLOGY

Barrett Planning Group LLC has led the Consortium’s AI planning process with assistance from JM Goldson LLC. Together, the consultants used a multi-dimensional approach to research and develop this plan. The analysis relies on data from several public and private sources, general community input, targeted input from advocates, lenders, service providers, academic and professional publications, and ongoing assistance from the Consortium advisory committee and the planning and community development staff in each community.

The consultants interviewed a variety of stakeholders. Interviewees talked about their own experiences with fair housing and their knowledge of fair housing concerns experienced by others. While the AI presents major themes from the interviews, the identity of the respondents remains confidential.

In addition, the consultants surveyed over 100 community stakeholders identified by Consortium members. They were asked about barriers to building housing, the effectiveness of certain regulations and policies, and changes or reforms that would be the most beneficial. Appendix B includes a summary of the consultation process.

■ Notes on Data Sources

The data considered to develop this report came from public and proprietary sources. The Census Bureau’s Decennial Census and American Community Survey (ACS), HUD’s Comprehensive Housing Affordability Strategy (CHAS), and publications from market sources are staples for the kind of assessment prepared for this plan. There is no single, all-

encompassing source of information for a fair housing analysis, and all of the available sources have some limitations. Below is a summary of the most frequently used sources of data for WestMetro HOME Consortium’s AI.

- **U.S. Census Bureau, Decennial Census, 1980-2010.** The decennial census is a “100 percent” count of population, population age, and race for all states, Washington, D.C., and Puerto Rico, in geographic areas as small as city blocks. Selected elements of this plan draw on Census 2010 data at the city- or town-wide and census tract levels.
- **U.S. Census Bureau, American Community Survey (ACS), 2018 Five-Year Estimates.** The ACS is a survey of randomly selected addresses at the census tract and block group levels for all states, Washington D.C., and Puerto Rico. Piloted in the late 1990s and publicly released in 2005, the ACS gathers data from approximately 300,000 households per month, or 3.5 million per year. The continuous monthly survey results are aggregated annually and reported as **estimates** for geographic summary areas as small as census block groups. Two estimate series are available: one-year tables and five-year tables. We customarily use the five-year series.

Since ACS estimates are based on sampling, there is some uncertainty in the data. The Census Bureau’s standard **confidence level** is 90 percent, i.e., if a given survey was repeated, there is a 90 percent chance that the responses would be the same. The Census Bureau calculates and reports a **margin of error** (MOE) in all ACS tables. MOE is the maximum statistical difference between a sample and

the population the sample is intended to represent. In general, the smaller the geographic level, the greater margin of error is likely to be. As a result, the actual number may be higher or lower than the ACS reported estimate, and the MOE gives the analyst a sense of just how much higher or lower it could be. Of course, the same statistical error would likely occur in other geographies with similar population size.

- **Social Explorer, Environics Analytics, ESRI Business Analyst, and Demographics Now.** These licensed data retrieval services provide efficient access to government data sources that can be time-consuming to locate and organize if retrieved from the multitude of agencies that originally produce them. All provide access to Decennial Census and ACS tables, but in other respects they are quite different. Aside from content differences, these services report data at different geographic levels, a major reason for not relying on just one or two sources.
 - **Social Explorer** is the only subscription service that provides access to the Decennial Census from 1790 to the present. It also allows users to retrieve crime, environmental and public health data from federal agencies as well as the County Business Patterns database from the Census Bureau. And, users can obtain household income and housing cost data both in nominal and real dollars.
 - **ESRI Business Analyst** supports online and desktop mapping of demographic, housing, and economic data, and reports five-year population projections.
 - **Environics Analytics** is owned by a Canadian firm, Environics Research. It offers a series of Census-

based data reports and proprietary demographic projections that market researchers have used for years (previously published by Nielsen Claritas). Environics Analytics allows researchers to make near-term projections not only of population and households, but also household incomes and housing values.

What is fair housing?

Before exploring conditions in the Consortium that provide opportunities for and contribute to barriers to fair housing, it is important to set a common understanding of what fair housing actually means. It may be easiest to think about fair housing from one's own understanding of what one looks for in a home. When asked this question, people often respond with a list of desired features: good schools, friendly neighbors, easy access to work, parks and open space, amenities such as grocery stores and banks. In fact, the list is almost universal regardless of one's background or membership in a "protected class."

Fair housing exists when people can find safe, suitable housing within their economic means wherever they choose to live, and they do not face discrimination based on their membership in a protected class. When people do not have access to fair housing, they may face barriers that take different forms. They may experience personal discrimination, for example, in the form of a landlord that refuses to rent or show an apartment to a family with children, or systemic barriers, such as the lack of affordable rental units in wealthy, predominantly white communities.

Both public and private practices have contributed to a lack of fair housing and the segregated living patterns that many communities experience today. They include:

- Redlining
- Blockbusting/steering
- Segregated public housing
- Government policies
- Discriminatory advertising
- Restricted deeds/covenants
- Discriminatory lending
- Zoning restrictions
- Community opposition/NIMBYism
- Systemic racism
- Institutional racism

While people may think these practices no longer occur, that is not true. Some are still common while others may be less apparent. They can be identified through **fair housing testing**.

Often fair housing issues overlap with general community development concerns such as affordable housing and community investment. Fair housing issues can be distinguished by their relationship to one or more of several protected classes. For example, there may be a concern that people with low incomes cannot afford homes in a community. That may be a legitimate community concern, but it is not necessarily a fair housing issue. However, if a community adopts zoning to inflate the cost of housing in order to keep out people of a certain race or ethnicity (protected classes) who tend to have lower incomes than Whites, that would be a fair housing issue. In short, if a housing issue infringes upon people because they fall within a protected class, it is a fair housing issue. It may still be a fair housing issue even if it unintentionally infringes upon people

in a protected class when the impact on them is disproportionate.

The WestMetro HOME Consortium's member communities have a legal obligation to conduct the analysis presented in the following pages and to address the issues it presents. To protect people from housing discrimination, communities must take steps to affirmatively further fair housing by identifying factors that contribute to housing discrimination and work to mitigate them. This document outlines fair housing concerns that disproportionately affect people in federally and state-identified protected classes in the Consortium's thirteen communities.

- An **Analysis of Impediments** is an assessment of a state or local government's bylaws, ordinances, statutes, and administrative policies and local conditions that affect the location, availability, and accessibility of housing.
- **Impediments** are any actions, omissions, or decisions by jurisdiction that effectively restrict a person's housing choice or the availability of housing choice because of race, color, religion, gender, disability, familial status, or national origin.
- **Barriers to housing choice** are factors that limit a person's ability to choose from a variety of housing types and may not constitute "housing discrimination." Factors may include housing supply and location, physical accessibility of housing, zoning for group homes, source of income, accessibility of financing, and limited English proficiency.

The AI assesses how conditions in a community contribute to housing discrimination and affect access to housing based on the factors listed above. The conditions can include laws, government policies, real estate practices, and local conditions that can impede fair housing choice.

Who lives in the WestMetro Consortium?



The WestMetro HOME Consortium's 13 cities and towns have a combined population of about 510,100 people.³ They are quite different places in some ways, yet they share rivers, transportation systems, social and economic characteristics, and the Greater Boston labor market. The communities that belong to the Consortium form a continuous arch around three of the Commonwealth's wealthiest suburbs: Lincoln, Weston, and Wellesley. They also border a ring of affluent towns in the MetroWest/Route 2 region. Together, these places make Boston's west suburbs a center of economic and educational opportunity and a very desirable place to live.

To some extent, the Consortium communities are evolving in ways that have been predictable for a very long time. It would be hard to find a city or town master plan anywhere in the region that failed to foresee the surge in the older adult population that has happened since 2000. Market analysts, developers, and politicians saw it years before when they joined forces to loosen the rules for senior housing under the Federal Fair Housing Act (FFHA). The Housing for Older Persons Act of 1995 removed requirements for "significant facilities and

services" for the elderly in housing for people 55 and over, paving the way for a proliferation of new "active adult" retirement developments in high-cost suburbs and resort towns.⁴ Black Birch in Concord and Millwood Preserve in Framingham exemplify this trend.

Data profiles for each Consortium community can be found in Appendix A.

While regional demographers anticipated a decline in numbers of young people in the new millennium, the rate of out-migration to high-growth population and job centers in the South and Northwest exceeds expectations. Demand for labor in Greater Boston has been met in part by immigrants. The region's uptick in foreign-born residents has introduced opportunities and challenges for Consortium communities. Immigrant settlement patterns have followed White-defined racial and class boundaries. While the population of Massachusetts has gained diversity, it remains a highly segregated place for minorities, and this can be seen in the Consortium. People of color comprise a majority of the people living in Boston and 11 other Massachusetts cities. The Consortium does not include any of these communities.

³ U.S. Census Bureau, 2014-2018 American Community Survey Five-Year Estimates, B01001. (Cited hereafter as ACS 2018). Note. The Census Bureau's Population Division reports a higher 2018 estimate for these communities: 514,767. This AI adopts the ACS estimate because the ACS is the source of most household and housing data presented in here as well.

⁴ U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity (FHEO), "The Fair Housing Act: Housing for Older Persons."

POPULATION & HOUSEHOLD TRENDS: OVERVIEW

The Consortium's population has grown 8.4 percent since 2000. In most cases, the same towns with the highest rates of population growth also experienced the highest rates of **household** growth – which makes sense – but there are some exceptions. Sudbury, Concord, Bedford, Natick, and Lexington all gained population at rates over 10 percent, yet as shown in Table 3.1, Lexington's household growth rate for the same period (2000 to 2018) was just 5.8 percent. Two communities that reportedly **lost** households - Brookline and Newton – nevertheless gained slightly in total population.

Households are changing region-wide. In 2000, the Consortium towns had a combined total of 52,471 one-person households. While many communities and the state as a whole have seen significant growth in single people living alone, some of the Consortium's communities have experienced a 20-year decrease, perhaps due to the general erosion in housing affordability throughout Greater Boston.

Significant gains in **nonfamily households** and single householders in particular can be seen in places that have attracted high-end active adult and senior residential projects since 2000, such as Concord, Sudbury, and Wayland. These places have had the highest rates of 65-and-over population growth – especially Sudbury, with an 80 percent increase in seniors. By contrast, dramatic drops in one-person households occurred in Brookline and Newton, and to a lesser extent in Needham and Belmont.⁵



3.1. Consortium Change in Households, 2010-2018

City/Town	2000	2010	2018	% Chg.
Bedford	4,621	5,130	5,230	13.2%
Belmont	9,732	9,651	9,781	0.5%
Concord	5,948	6,484	6,751	13.5%
Framingham	26,153	26,173	28,189	7.8%
Lexington	11,110	11,530	11,757	5.8%
Natick	13,080	13,406	14,404	10.1%
Newton	31,201	31,168	30,849	-1.1%
Sudbury	5,504	5,771	6,355	15.5%
Waltham	23,207	23,690	23,631	1.8%
Watertown	14,629	14,709	15,498	5.9%
Wayland	4,625	4,808	4,943	6.9%
Brookline	25,594	25,092	24,541	-4.1%
Needham	10,612	10,341	10,765	1.4%
Total	186,016	187,953	192,694	3.6%

Source: ACS 2018, Census 2000, and Census 2010.

Led by Sudbury, Watertown, Lexington, and Concord, the Consortium has also absorbed considerable growth in family households, especially **married-couple families**. Unlike trends throughout the Boston metro area, the Consortium gained few **single-parent families**, and four communities – Wayland, Brookline, Lexington, and to a lesser extent Natick – experienced a decline.

⁵ Social Explorer, A10024, 2018 ACS Housing Units by Household Size, and T20, Census 2000 Households by Household Type.

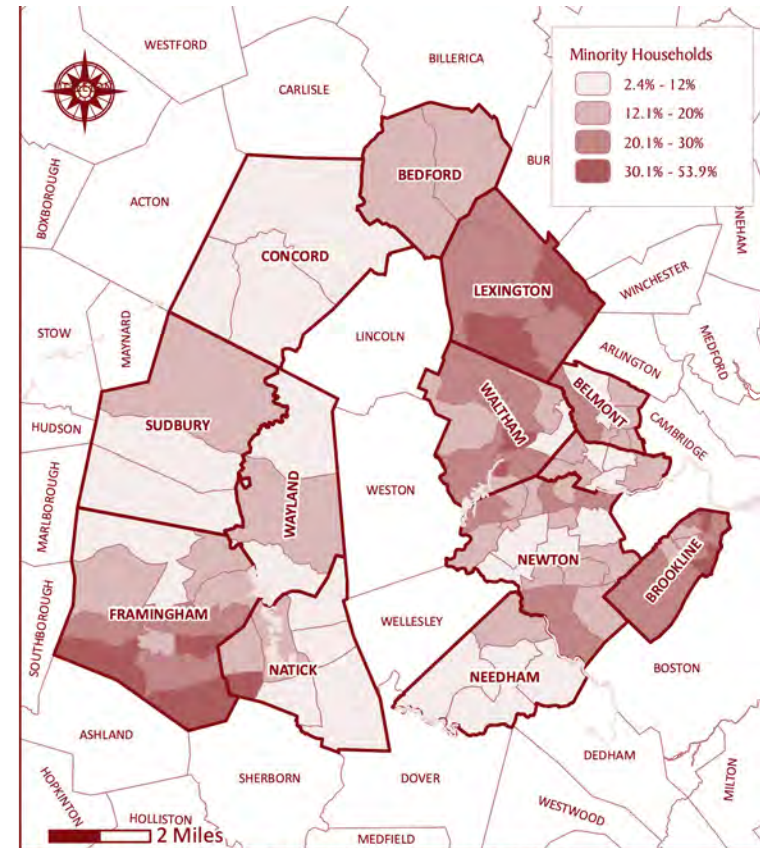
RACE AND ETHNICITY

Approximately one-third of the Consortium’s residents are racial or ethnic minorities. Since 2000, the minority population in the Consortium has doubled from 73,273 to 140,917.⁶ Throughout the Boston metro area, the Black or African American population is the largest racial minority group, 8.9 percent, but the largest minority group overall is Latinx (including all races), comprising 12 percent of the region’s residents. The situation is vastly different in the Consortium, for Asians make up the largest minority group, 13 percent, while Blacks represent a very small share, 3.8 percent.

While none of the Racially and Ethnically Concentrated Areas of Poverty (R/ECAP) census tracts identified by HUD fall within the Consortium’s boundaries, minority concentration areas clearly exist, as shown in Fig. 3.1. Overall trends in the Consortium show that minorities are increasingly segregated from Whites, and this is especially true of the region’s Black population (Table 3.2.)

3.2. Racial/Ethnic Dissimilarity Index				
	1990	2000	2010	2015
Non-White/White	23.21	25.04	22.03	26.97
Black/White	28.03	31.38	29.07	37.85
Hispanic/White	36.99	42.01	37.74	41.10
Asian/White	22.92	23.17	21.87	26.41

The Latinx population is approximately 8 percent of the Consortium’s residents, but they are a significantly larger share of the population in census tracts within Framingham and Waltham’s South Side. State prisons in South Framingham and



Source: West Metro HOME Consortium, HUD, United States Census Bureau, and MassGIS

Map 1. Racial and Ethnic Minority Households

West Concord play a significant part in the minority concentrations found in these communities. Viewed overall, Waltham is the most diverse community in the Consortium and also the least segregated.

⁶ Social Explorer, 2018 ACS and Census 2000, Race and Hispanic or Latino Origin by Race,

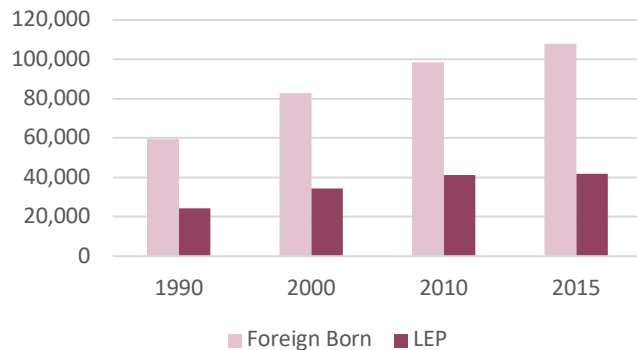
IMMIGRATION AND LANGUAGE

There are 117,107 foreign-born residents in the Consortium, or 23 percent of the total population in the 13 cities and towns.⁷ The Consortium has a larger percentage of foreign-born residents than the Boston Metro Area as a whole (19.8 percent), and the make-up of the Consortium’s foreign-born population is different, too. For example:

- A significantly larger percentage of immigrants in the Consortium hail from Asia – 46 percent compared with 32 percent in the Boston Metro Area – mainly from China, India, and Israel.
- Immigration from Southeast Asia to the Consortium’s towns is a much smaller share: 3 percent compared with 7 percent.
- Immigration from Africa also represents a much smaller share of the Consortium’s foreign-born residents: 5

Trends in Foreign-Born, Limited English Proficiency Populations in WestMetro Consortium

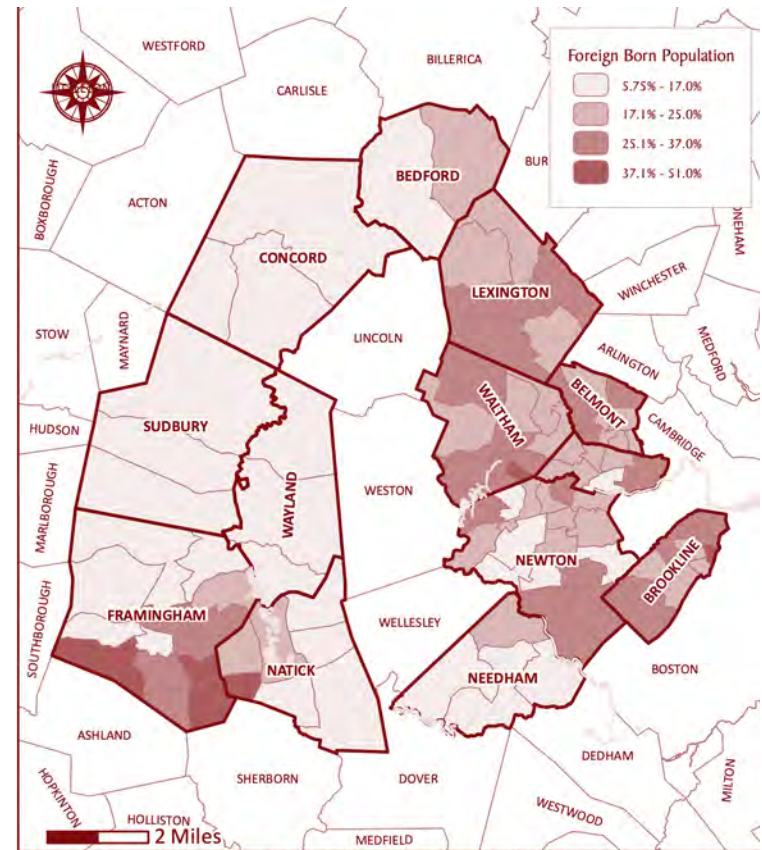
(Source: HUD, AFFH)



percent versus almost 10 percent metro-wide.

The Consortium is roughly on par with the Boston Metro Area for immigration from South America, especially Brazil, the place of birth for about 8 percent of the Consortium. Most foreign-born

residents of the Consortium report limited or no difficulties with English.⁸



Source: West Metro HOME Consortium, HUD, United States Census Bureau, and MassGIS

Map 2. Foreign-Born Residents

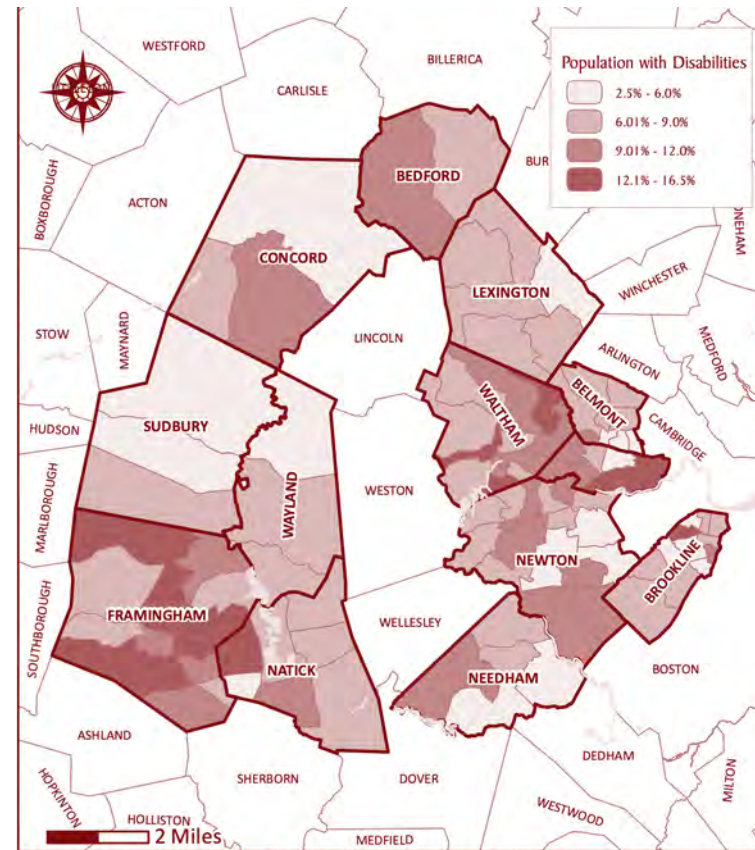
⁷ 2018 ACS, B05006, retrieved from Social Explorer.

⁸ 2018 ACS, B05007, retrieved from Social Explorer.

DISABILITY

Approximately 9 percent of the Consortium’s residents, 43,243 people, have one or more **disabilities**. Framingham (11.2 percent) and Watertown (10.9 percent) have the largest proportion of people with disabilities in the Consortium.

3.2. Consortium Population with Disabilities		
Community	People with Disabilities	Population. Pct.
Bedford	1,314	9.5%
Belmont	1,855	7.2%
Concord	1,485	8.5%
Framingham	7,878	11.2%
Lexington	2,303	7.0%
Natick	2,793	7.8%
Newton	7,456	8.5%
Sudbury	1,106	5.9%
Waltham	6,059	9.7%
Watertown	3,823	10.9%
Wayland	916	6.7%
Brookline	4,115	7.0%
Needham	2,140	7.1%
Total	43,243	8.6%



Source: West Metro HOME Consortium, HUD, United States Census Bureau, and MassGIS

Map 3. Population with Disabilities

In most communities, well over half the population with disabilities is 65 or older. The exceptions are Waltham (48 percent) and Watertown (49 percent). In Wayland, the over-65 age group makes up an unusually high share of the disability population: 72 percent.

HOUSEHOLDS AND FAMILIES WITH CHILDREN

Communities largely control the makeup of their populations by the choices they make to control housing growth, and this applies to WestMetro Consortium cities and towns, too. The prevalence of single-family homes in places like Sudbury, Needham, Wayland, and Concord has a great deal to do with the types of households they attract. Overall, 66 percent of the Consortium’s households are **families**, defined as households of two or more people related by blood, marriage, adoption, or other operation of law.

3.3. Family Households in the Consortium			
Community	Households	Families	Pct. Families
Bedford	5,230	3,594	68.7%
Belmont	9,781	6,913	70.7%
Concord	6,751	4,894	72.5%
Framingham	28,189	18,096	64.2%
Lexington	11,757	9,336	79.4%
Natick	14,404	9,702	67.4%
Newton	30,849	22,228	72.1%
Sudbury	6,355	5,492	86.4%
Waltham	23,631	12,728	53.9%
Watertown	15,498	8,453	54.5%
Wayland	4,943	3,821	77.3%
Brookline	24,541	12,821	52.2%
Needham	10,765	8,370	77.8%
Total	192,694	126,448	65.6%

The overwhelming majority of families in the Consortium’s cities and towns are **married couples** – 84 percent – and

couples comprise most of the families with dependent children (children under 18).

3.4. Families and Children in the Consortium				
Community	Families with Children	Pct with Children	Avg. No. Children	
			Married Couples	Single Parents
Bedford	1,866	51.9%	0.96	0.78
Belmont	3,580	51.8%	1.09	0.67
Concord	2,291	46.8%	1.04	0.88
Framingham	7,537	41.7%	0.91	0.81
Lexington	5,049	54.1%	1.02	0.68
Natick	4,790	49.4%	1.00	0.61
Newton	10,852	48.8%	1.01	0.78
Sudbury	2,841	51.7%	1.08	1.07
Waltham	4,708	37.0%	0.82	0.49
Watertown	3,108	36.8%	0.75	0.62
Wayland	1,972	51.6%	1.01	0.71
Brookline	5,912	46.1%	0.95	0.79
Needham	4,261	50.9%	1.04	0.79
Total	58,767	46.5%	0.97	0.72

Families with children are far more prevalent in owner-occupied housing than rental units. Census data show that just 24 percent of family renters have children under 18 compared with 47 percent overall. This is due, in part, to differences in the size of housing units. **Of the 114,583 occupied housing units with three or more bedrooms Consortium-wide, only 14 percent are rental units.**

AGE

Approximately 84,000 Consortium residents are 65 years or over, or 16 percent of the total population. Older adult householders comprise 27 percent of all householders and 20 percent of all renters in these 13 communities.

Most of the 65+ population in the Consortium are in family households, e.g., living with a spouse, adult children, or other family members. Compared with seniors in the Greater Boston region, many of the Consortium’s elders have significantly higher incomes. This is not universally so, however, because older women living alone have among the lowest household incomes of all household types.

3.5. The Consortium’s Older Adult Households					
Community	All Households	65+	Pct.	Median Income	Women Living Alone
Bedford	5,230	1,436	27.5%	\$74,375	\$42,458
Belmont	9,781	2,722	27.8%	\$63,242	\$34,821
Concord	6,751	2,292	34.0%	\$81,813	\$42,574
Framingham	28,189	6,431	22.8%	\$54,314	\$31,229
Lexington	11,757	3,618	30.8%	\$104,709	\$39,844
Natick	14,404	3,496	24.3%	\$57,446	\$29,763
Newton	30,849	9,599	31.1%	\$79,502	\$36,113
Sudbury	6,355	1,700	26.8%	\$82,885	\$24,583
Waltham	23,631	5,275	22.3%	\$52,379	\$27,518
Watertown	15,498	3,825	24.7%	\$57,616	\$33,281
Wayland	4,943	1,565	31.7%	\$84,665	\$38,750
Brookline	24,541	5,943	24.2%	\$88,906	\$33,507
Needham	10,765	3,417	31.7%	\$79,297	\$34,341
Total	192,694	51,319	26.6%	\$70,368	N/A

VETERANS

The Consortium is home to 16,248 veterans. About 66 percent of the region’s veterans are 65 years or over, so most are veterans of the Vietnam War. In most Consortium towns, veterans have somewhat lower personal incomes and a somewhat higher incidence of disability than the population as a whole. The disability ratio is higher among veterans under 65, but not among retirees.

3.6. Veterans Population Profile					
Community	Veterans	Population Pct.	65+ Years	Median Veteran Income	Income Ratio*
Bedford	758	7.2%	54.9%	55,645	85.4%
Belmont	796	4.1%	73.2%	43,100	71.9%
Concord	718	4.9%	71.0%	42,222	62.7%
Framingham	2,486	4.3%	60.5%	43,605	115.2%
Lexington	993	4.0%	80.9%	66,712	87.5%
Natick	1,275	4.7%	53.3%	49,886	86.7%
Newton	2,566	3.7%	70.3%	65,486	117.8%
Sudbury	558	4.2%	74.9%	48,606	64.3%
Waltham	2,186	4.1%	63.8%	41,563	105.2%
Watertown	1,231	4.1%	65.9%	42,632	79.9%
Wayland	438	4.3%	79.2%	78,438	104.4%
Brookline	1,203	2.5%	67.5%	43,400	77.8%
Needham	1,040	4.6%	74.8%	65,000	103.5%
Total	16,248	4.0%	66.9%		

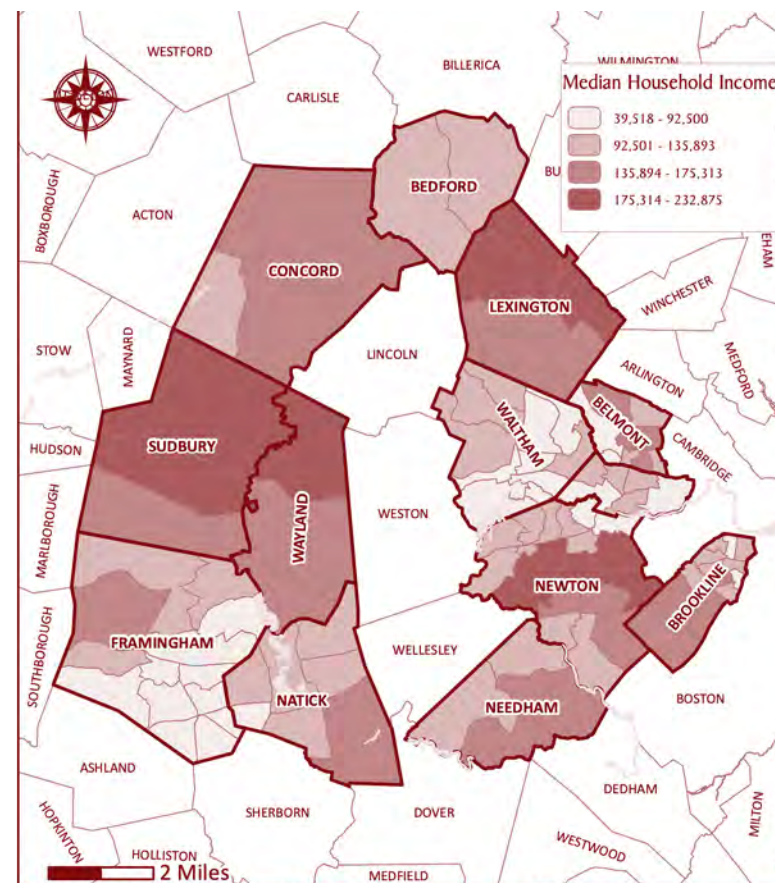
*Ratio of the locality’s median veteran income to that of Greater Boston.

HOUSEHOLD INCOMES

Many Consortium families have fairly high incomes, consistent with Greater Boston’s economic profile and especially that of the west suburbs. Only 30 percent of all households in the Consortium have incomes low enough to qualify for subsidized housing. Still, vast differences exist between communities. For various reasons, some of the most affluent towns have high percentages of families with children in poverty. Twenty-five percent of Consortium households have incomes of \$200,000 or more, but almost the same percentage falls below \$50,000.

There are conspicuous differences in the incomes of racial and ethnic minority households. With few exceptions, Black and Latinx households have much lower incomes than White, non-Latinx households. There tends to be less income disparity in the communities with very high housing costs.

3.7. Race and Median Household Incomes in the Consortium				
Community	White, Non-Latinx	Black	Latinx	Asian
Bedford	\$129,726	\$55,167	-----	\$128,250
Belmont	\$120,208	\$59,306	\$96,172	\$130,625
Concord	\$141,293	\$157,007	\$203,646	\$187,760
Framingham	\$79,136	\$50,156	\$46,010	\$105,222
Lexington	\$172,750	-----	\$213,558	\$189,500
Natick	\$109,490	\$45,023	\$95,403	\$108,021
Newton	\$139,696	\$138,664	\$74,625	\$149,417
Sudbury	\$176,570	-----	\$155,714	\$184,688
Waltham	\$85,677	\$62,833	\$63,365	\$92,776
Watertown	\$97,929	\$82,037	\$89,770	\$103,875
Wayland	\$174,330	-----	\$219,107	\$248,125
Brookline	\$113,515	\$78,423	\$115,507	\$91,208
Needham	\$153,032	\$55,167	\$248,125	\$160,536



Source: West Metro HOME Consortium, HUD, United States Census Bureau, and MassGIS

Map 3. Median Household Income

There are also differences in household incomes between homeowners and renters, by householder age, and by sources of household income. These differences affect what people can afford to pay for housing and largely determine the communities and neighborhoods they can choose to live in. As the data below suggest, it would be very difficult for homeowners in Framingham or Waltham to choose a home in

another community in the Consortium, or for renters in Framingham, Needham, or Sudbury to relocate as well.

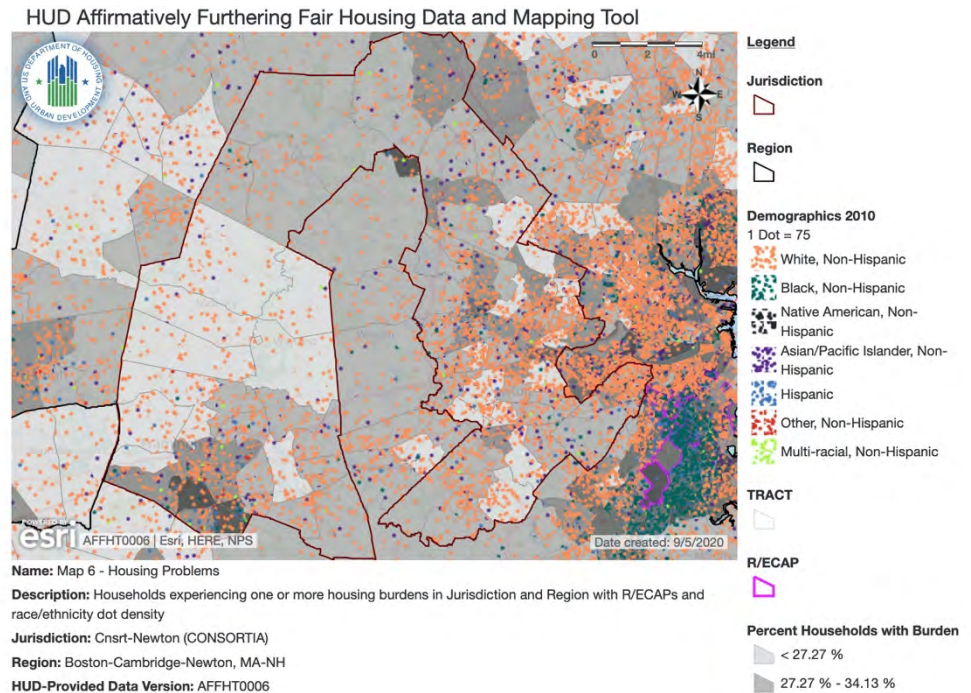
3.8. Median Income by Tenure Relative to Greater Boston				
Community	Homeowners	Income Ratio*	Renters	Income Ratio*
Bedford	\$162,201	1.407	\$79,792	1.621
Belmont	\$159,018	1.380	\$75,198	1.527
Concord	\$173,363	1.504	\$70,563	1.433
Framingham	\$114,961	0.997	\$44,710	0.908
Lexington	\$192,670	1.672	\$86,971	1.766
Natick	\$140,720	1.221	\$64,612	1.312
Newton	\$176,871	1.535	\$75,374	1.531
Sudbury	\$184,741	1.603	\$38,125	0.774
Waltham	\$114,444	0.993	\$64,494	1.310
Watertown	\$120,165	1.043	\$80,855	1.642
Wayland	\$188,136	1.632	\$60,375	1.226
Brookline	\$156,856	1.361	\$76,438	1.553
Needham	\$172,571	1.497	\$43,295	0.879
*Ratio of the locality's median homeowner income and median renter income to the comparison statistics for Greater Boston.				

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Housing quality, affordability, and choice

Households with **housing cost burdens** pay more than 30 percent of their income for housing and may have difficulty paying for basic necessities such as food, clothing, transportation, and medical care.” **Severe burden** is defined as paying more than 50 percent of one's income for basic homeowner costs (mortgage, insurance, and taxes) or rent and utilities.

In the Consortium, 60,119 or 31.5 percent of all households have low incomes (at or below 80 percent AMI). These households include 16,604 small families (2-4 people) and 2,398 large families (5+ persons). Low-income households have housing problems at a greater rate than households with higher incomes. Of all low-income households, 75 percent have at least one housing problem: substandard living, overcrowding, extreme overcrowding, housing cost burden or extreme cost burden. Throughout the Consortium, housing cost burden is the most commonly



reported housing problem. Approximately 69 percent of the Consortium’s lower income households are cost burdened and 43 percent, severely cost burdened.

The high percentage of low-income families with cost burdens points to the shortage of affordable housing in the WestMetro HOME Consortium. Less than one-third of all owner-occupied units in the 13 communities combined are affordable to low-income people. Rental housing supplies the majority of affordably priced units. Long public housing waitlists, with wait times stretching up to 12 years in some communities, also indicate strains on the existing affordable housing inventory.

People with disabilities face greater challenges than the general population in finding appropriate housing and the Consortium lacks an adequate supply of accessible, affordable housing for them. Older adults with disabilities are the most cost burdened households Consortium-wide. The region has unmet needs for affordable, suitable housing that can bring seniors and people with a disability close to transportation, social and health services, and sources of healthy food. Through the Consolidated Plan process, the Consortium identified several unmet needs:

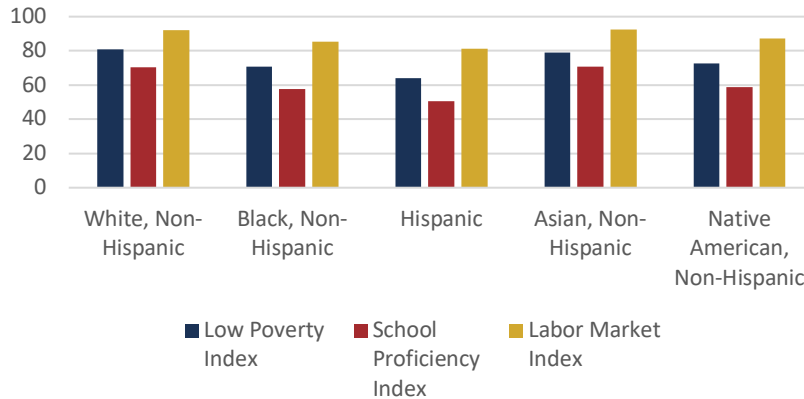
- Affordable rental units with supportive services for individuals and families at or below 60 percent, 50 percent, and 30 percent AMI, including units for one-person households and large family households.
- Affordable rental units with supportive services for extremely low-income to moderate-income seniors.
- Affordable, accessible units for very-low and extremely low-income people with disabilities.
- Affordable housing with access to transit and jobs.
- Emergency shelter and transitional housing for homeless individuals and families, with case management and supportive services.
- Affordable and available language translation services to help people and agencies in the affordable housing search process.
- Emergency tenant-based rental assistance.

In addition, minority households are more likely to have housing problems than White residents of the Consortium. Data published by HUD (Table 4.1) show that larger

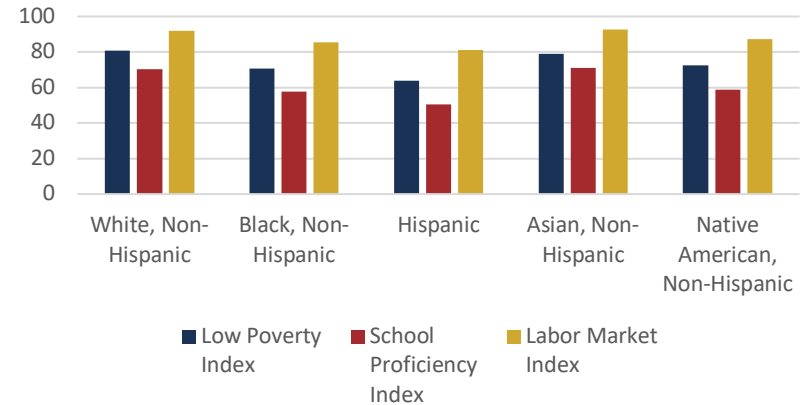
4.1. Housing Problems by Race and Ethnicity			
Households with any of 4 housing problems	No. with problems	Total households	Pct. with problems
Race/Ethnicity			
White, Non-Hispanic	45,604	150,309	30.3
Black, Non-Hispanic	2,323	5,285	44.0
Hispanic	5,538	10,245	54.1
Asian or Pacific Islander	6,979	21,284	32.8
Native American	29	182	15.9
Other, Non-Hispanic	<u>1,292</u>	<u>3,246</u>	<u>39.8</u>
Total	61,715	190,530	32.4
Households with any of 4 severe housing problems	No. with severe problems	Total households	Pct. with severe problems
Race/Ethnicity			
White, Non-Hispanic	22,538	150,309	15.0
Black, Non-Hispanic	1,017	5,285	19.2
Hispanic	2,908	10,245	28.4
Asian or Pacific Islander, Non-Hispanic	3,942	21,284	18.5
Native American, Non-Hispanic	15	182	8.2
Other, Non-Hispanic	641	3,246	19.8
Total	31,014	190,530	16.3

percentages of Black and Latinx households have housing problems than White households, and Latinx households are far more likely to have severe housing problems. There is not the same degree of racial difference with housing affordability, but available evidence shows that Latinx households are the most likely to have severe housing cost burdens of all minority groups.

**Fig. 4.1. Access to Neighborhoods and Amenities:
All Households**



**Fig. 4.2. Access to Neighborhoods and Amenities:
Households below Poverty**



Across the board, minorities in the Consortium do not have the same access to good schools and choice neighborhoods as Whites. Figs. 4.1 and 4.2 show that Black and Latinx families tend to have poor access to excellent schools, their wages are lower, and they have a comparatively high poverty rate. And, they are not as likely to be homeowners. White households are twice as likely to own a home than rent an apartment, but for Black and Latinx households, the ratio is reversed: they are twice as likely to rent than own a home.

AFFORDABLE HOUSING SUPPLY

By law in Massachusetts, all communities are supposed to have housing affordable to low-income households and that remains affordable even when home values appreciate under robust market conditions. Another type of affordable housing - generally older, moderately priced dwellings without deed restrictions, and which lack the features and

amenities of new, high-end homes - can help to meet housing needs, too, but only if the market allows. There are other differences as well. For example, any household - regardless of income - may purchase or rent an unrestricted affordable unit, but only a low- or moderate-income household qualifies to purchase or rent a deed restricted unit. Both types of affordable housing meet a variety of housing needs and both are important. The difference is that the market determines the price of unrestricted affordable units while a legally enforceable deed restriction determines the price of restricted units..

Approximately 9.5 percent of all year-round housing units in the Consortium qualify as affordable housing under the state law known as Chapter 40B. Table 4.2 shows that Newton, Framingham, Brookline, and Waltham have the largest inventories of subsidized housing, but eight of WestMetro's 13 communities have surpassed the 10 percent minimum

under Chapter 40B. Due to the way the state “counts” housing on the Chapter 40b Subsidized Housing Inventory (SHI), many units listed in Table 4.2 are not really affordable. This is because in apartment developments, all of the units count on the SHI as long as at least 25 percent are actually affordable. As a result, most communities in the Consortium have a much smaller affordable housing inventory than Table 4.2 implies. This helps to explain why so many households have housing cost burdens or severe burdens, despite a large percent of affordable units on the SHI.

4.2. Chapter 40B Subsidized Housing Inventory				
Town	Census 2010 Base	SHI Units	SHI Pct.	WestMetro Pct.
Bedford	5,322	979	18.40%	5.27%
Belmont	10,117	661	6.04%	3.29%
Brookline	26,201	2,626	10.02%	14.14%
Concord	6,852	721	10.52%	3.88%
Framingham	27,443	2,968	10.82%	15.98%
Lexington	11,946	1,331	11.14%	7.17%
Natick	14,052	1,477	10.51%	7.95%
Needham	11,047	1,394	12.62%	7.51%
Newton	32,346	2,474	7.65%	13.32%
Sudbury	5,921	669	11.30%	3.60%
Waltham	24,805	1,819	7.33%	9.80%
Watertown	15,521	1,171	7.54%	6.31%
Wayland	4,957	330	6.66%	1.78%

Impediments to fair housing choice

Development of the WestMetro HOME Consortium’s AI included numerous stakeholder interviews and an online survey in order to understand the social, market, and political dynamics that constrain housing supply and choice in the 13 member communities. The following summarizes the major impediments identified during the citizen participation process.

GENERAL MARKET TRENDS: LOW SUPPLY, NO TURNOVER, HIGH PRICES

Participants in the Consortium’s AI process lamented the rising housing prices and low turnover rates in their community, particularly for small and modest size homes. Several people mentioned the problem of teardowns and mansionization as a contributing factor, especially in the highest-cost communities. Needs exist for a variety of housing: smaller, accessible units for older residents looking to downsize in the community and larger, affordable options for low- and moderate-income families.

“Credit scores are a significant problem because leasing offices tend to require the same scores for applicants in both affordable and market rate units. The application of this threshold discriminates against the lower income households who may have student loan debt, medical debt, and/or poor rental history prior to receiving a voucher.”

-Survey Participant

■ “Affordable housing” and high housing costs

High housing costs are as a major barrier and discrimination tool. The cost both of rental and for-sale housing is a significant fair housing concern throughout the Consortium. Most participants in the consultation process for this AI said that low-income residents have trouble finding safe, decent, and affordable housing, and that “affordable housing” is not affordable to people who most need it, especially extremely low-income households, homeless populations, and people relying on vouchers to close the gap on housing costs. Needs exist for moderate-income housing and the working-age population that earns too much for deed-restricted “affordable” housing and not enough to buy market-rate units.

■ Economic discrimination

Consortium residents and social service agencies operating in the region identified economic hurdles that realtors and landlords use to weed out and discourage lower-income tenants. Examples include requiring three months of rent and charging a variety of fees: holding fees, administrative

“In my community and beyond, there is not enough accessible housing that is truly affordable, i.e. households with incomes at or below 50% AMI. Many people with disabilities are underemployed or unemployed and live on a SSDI or SSI and have to 'get lucky' in a lottery, and, even then, often there are not enough fully accessible rental units that are truly affordable with their low income.”

-Survey Participant

“Very low income people, even those with Section 8 vouchers, cannot pay rent, utilities, food and childcare from their limited income.”

-Survey Participant

fees, deposits, and realtor fees. Credit ratings are a hurdle, too.

■ Section 8

Across the focus groups and in comments in the online survey, participants specifically mentioned discrimination against Section 8 vouchers—and other housing vouchers—in their communities. Some organizations advise residents not to mention their vouchers until the last possible moment.

However, the Section 8 subsidy is often insufficient for the rising housing prices in Consortium communities. Many residents have had to move in order to find housing they can afford, even with a subsidy. Prohibitively long (several years) waiting lists for housing vouchers and public housing pose a significant challenge for many low-income residents.

■ Fair Housing as a right

Participants from every community said that their residents do not see housing as a civil rights issue and most residents do not understand their rights regarding fair housing. Leadership, boards, and committees in communities are on average more educated and aware about housing as a right but are still not thinking about it as a civil rights issue. Residents in communities may be on board with affordable housing generally but fall short when it comes to creating housing.

MUNICIPAL POLICIES, PROCEDURES, ACTIONS CONTRIBUTING TO UNEQUAL ACCESS TO HOUSING OPPORTUNITIES

Zoning regulations in WestMetro communities still support single-family houses and neighborhoods through large minimum lot sizes and allowing this by-right. Many communities require discretionary **special permits** for two-family homes,, townhomes, or other multifamily houses (generally defined as strictures with three or more units). The special permit opens projects to a public review process that often favors strong and organized community groups. This often prolongs the development process and increases overall development costs. Good intentions around other issues, such as strict requirements for historical and sustainable building, also increase overall development costs. As overall costs increase, developers will have to provide more market-rate units to make the numbers work.

Communities that do have inclusionary zoning policies, such as Bedford and Concord, are not producing as many units as they need to address the shortage. Sometimes developers chose to build just below the number of units that triggers inclusionary zoning or more commonly, the number of units required under inclusionary zoning isn't enough to address the housing shortage.

Zoning is one of the major tools communities could use to address discrimination—particularly if combined with existing funding sources. One suggestion was to restructure zoning to support housing near transportation hubs and increase public transportation access. A lack of public transportation is a key barrier across communities. Low-income families who might not have access to a car cannot

move to communities with no or low transportation connections. Housing developments may also be built in areas of town that are far away from the town's transportation hubs.

■ Key Issues

Zoning that supports larger single-family dwellings.

Zoning regulations supports single-family houses and neighborhoods through large minimum lot sizes and allowing this by-right. Many communities require special permits for two-families, townhomes, or other multifamily houses. This opens up these projects to review which prolongs the development process and increases development costs. As overall costs increase, developers will have to provide more market-rate units to make the numbers work.

By contrast, zoning that discourages family-size apartments.

Where multifamily is allowed at all, it often comes with unit size restrictions. Especially for communities over 10 percent, they will sign onto a project so long as it has small units or an age restriction. There is vocal discrimination against families with children

Weak or no inclusionary zoning.

Several communities, Lexington and Sudbury, do not have any inclusionary zoning policy. Participants in communities with inclusionary zoning, Bedford and Concord, also said the policy is not producing as many units as they need. Sometimes developers chose to build just below the number of units that triggers inclusionary zoning or more commonly, the number of units required under inclusionary zoning isn't enough to address

the housing shortage. They have been building many units, but the majority are market-rate or luxury units.

Public process favors vocal and organized community groups. There is a fear of density among residents across all communities—even in communities that have adopted housing-favorable policies, such as the Community Preservation Act (CPA) or a Housing Trust Fund. Residents do not want to see any more housing units than what can be done by right. Residents will bring up traffic even when it is not an issue (e.g., when the residents will have very few cars, as in senior housing) and use coded language to argue against school-age children (such as “impact to municipal services” or “good fit for the neighborhood”).

This attitude can be reflected in the permitting decisions at the board and committee level. City boards and committees, reflecting residents’ desires, seek to limit the number of units in the projects that they permit—which is reflective of broader community attitude. Fewer units overall leads to fewer family units. There is a need to support permitting larger units and family housing while also supporting smaller units for senior housing.

Bureaucratic procedures. Several participants noted that housing is moment and opportunity driven requiring flexible policies to be able to move funding quickly and respond to opportunities. But in many communities, bureaucratic procedures stall housing production, such as:

- Small communities that use Town Meeting to make decisions once or twice a year.
- Difficult-to-navigate permitting processes can slow down housing development. The desire to maintain

control and preserve elements of the neighborhood slows down the permitting process for anything that isn’t single-family.

- Excessive parking requirements that effectively discourage multifamily dwellings, mixed-use developments, and traditional downtown businesses.
 - Accessory dwelling units (ADUs) sometimes have restrictive policies put in place that limit the number of units it actually produces. In Needham, for example, units are limited to family members or caregivers (targeting seniors) and the owner has to renew the permit every 3 years.
- **Limited staff capacity.** Housing staff in Brookline and Waltham talked about how budget and staffing cuts have limited the amount of work they can do. They still run all the same programs as communities with larger housing staff, but it means that they don’t have time to do anything extra, such as education or outreach programs on fair housing.

Chapter 40B is a limited tool and the “we’re done” attitude. Several communities said that they relied on the 40B process to add units and being close to the 10 percent threshold can help drive production. However, once they reach 10 percent, there is an attitude among leaders that they are “done” with producing housing. Participants also mentioned that they don’t have as many tools to effectively produce housing—particularly for extremely-low-income and moderate housing. Participants also said that communities with very few units on the SHI can feel discouraged and not want to try producing units.

“We’re special” attitude. Some interviewees reported that residents will say “discrimination doesn’t happen here.” Another participant noted that residents believe there is no discrimination when a community does not offer many housing options..

Lack of diversity on boards and committees. The majority of boards and commissions are professionals and lack community members, particularly lower-income residents and minorities on the boards.

Siloed departments, boards, and committees. Participants in this AI planning process say that in some communities like Brookline, Concord, and Sudbury, it can be difficult to get anything passed due to the fragmentation and competition between boards and committees. Departments and boards/commission do not want to work together or yield land that is under their control.

Keep it local: No community in WestMetro wants to make the first move to open up their zoning and want to ensure that any affordable housing they build goes to their housing needs and their residents. Residents only want to see local preference projects.

Lack of infrastructure to support housing. Participants spoke in particular about increased density is not supported by infrastructure. For example, in Concord, the wastewater treatment plant is at capacity.

Lack of services to support in-need populations. Many participants spoke about a need for additional resources for service provision programs to support chronically homeless, low-income, non-English speakers and others.

WHAT NEEDS TO HAPPEN TO REMOVE FAIR HOUSING BARRIERS?

Education and Outreach was mentioned by every focus group as the most important thing their community could do to further fair housing. There were a variety of reasons from participants about what they wanted to use these tools to accomplish:

- On why housing diversity is necessary.
- On the community’s changing demographics and school enrollment data.
- On what is considered affordable.
- around fair housing rights to residents and training for boards/committees/leadership
- That discrimination happens here
- to signal that their community is inclusive to all incomes/people
- to hear about the experiences of residents in public housing

Increase support for services. Communities have difficulty housing people through shelters or low-income populations, but the state doesn’t provide resources to help these groups once they are in the community. Competitive grant funding that is competitive in the program also creates a barrier to the local population.

Restructure zoning to support housing near transportation hubs/ increase public transportation access. A lack of public transportation was a key barrier

“Affordable housing is not affordable to those who need it most, and public housing option waitlists are so long that it can take families over 5 years or more to be housed. In the meantime, families are continuing to experience extreme poverty while they wait for a stable option.”

-Survey Participant

across communities. Low-income families who might not have access to a car cannot move to communities with no or low transportation connections. Housing developments may also be built in areas of town that are far away from the town’s transportation hubs.

Combine zoning and funding tools to maximize their use. Put zoning in place to support the creation of 50-80% housing and use funds to buy down to lower income affordability. It costs less to do that from this lower affordability level than from market-rate.

Adopt inclusionary zoning policy. Establish clear expectations so that everyone is consistent across the board.

Advocacy at the state-level to raise awareness on credit checks as a way to screen out certain residents and to change the law to include affordable housing as an acceptable use on federally-owned land. It could be as simple as you don’t get to look at credit for Section 8 or other housing vouchers or establish a lower bar for those groups.

GREATEST FAIR HOUSING & AFFORDABLE HOUSING NEEDS

Families. Particularly a lack of larger units in the current housing supply and a resistance in communities to building more larger units/introducing more families with children.

Seniors looking to downsize and stay within the community. Particularly, there is a need for smaller, single-level, and accessible units for this group. Some participant also mentioned that some aging residents currently in larger affordable units won’t move out even though their kids no longer live with them. This is due to the lack of smaller affordable units in the community—and that they may not get into those units (when the affordable units draw from a state-wide/regional list).

People with Section 8 or other housing vouchers, including SSDI vouchers. With rising housing costs across all communities in the region, a housing voucher often does not cover enough of the housing cost. Many participants said that families and individuals using a housing voucher have had to look to other neighboring communities with lower housing costs or more housing options.

Housing for people 50 percent AMI and below. In many communities there is a lack of options for people with extremely- and low-incomes. Developers cannot make the numbers work at this level of affordability and this deeply-subsidized housing will need additional funding/resources from the local, state, or federal level.

Populations that need strong social services support, such as non-English speakers, undocumented immigrants, and chronically homeless. Participants mentioned that when these groups are able to find housing in the community, they often need more robust services to support them in the community—and to support keeping them in their current housing. These groups, along with low-income and voucher holders, will have difficulty meeting credit thresholds required by many realtors/landlords.

Working class/moderate-income housing. Many participants talked about how increasing property values are leading to moderate-income households moving out of their communities. Workforce housing often does not count on the SHI, so it can be left off the table by communities trying to meet their 10 percent.

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Recommendations: 2020-2025⁹

STRATEGY AND ACTIONS	TIMEFRAME	DIFFICULTY	RESPONSIBLE PARTIES
<p>Each community in the Consortium will make a public commitment and develop and distribute information and educational resource/outreach materials to increase knowledge about fair housing. All materials shall be universally available (accessible to people with Limited English Proficiency and people with disabilities).</p> <ul style="list-style-type: none"> The WestMetro HOME Consortium will sponsor an annual fair housing training by the Citizen Planner Training Collaborative (CPTC) for municipal boards, commissions, and staff from all 13 Consortium communities, together with their non-profit partners, to educate them about the Federal Fair Housing Act and its application to land use policy and locally funded or initiated housing projects. Make resources available in an electronic format (e.g., webinars and website content) whenever possible.¹⁰ See Appendix C for inventory of municipal boards, commissions, and staff and non-profit partners. 	Annual	Low May require funding	WMHC Staff
<ul style="list-style-type: none"> Hold an annual fair housing conference or “panel of experts” event in April to keep the subject of fair housing visible to the community. 	Every 2 years (Fair Housing Month)	Medium	WMHC Staff

⁹ This plan does not include an accompanying funding plan and it is assumed that the costs of implementing this plan will be from the HOME Consortium’s administrative funds and other program areas.

¹⁰ CPTC has developed a Fair Housing course as part of its new, updated statewide curriculum. The Consortium can request the course for its membership through the “course on demand” option offered by CPTC.

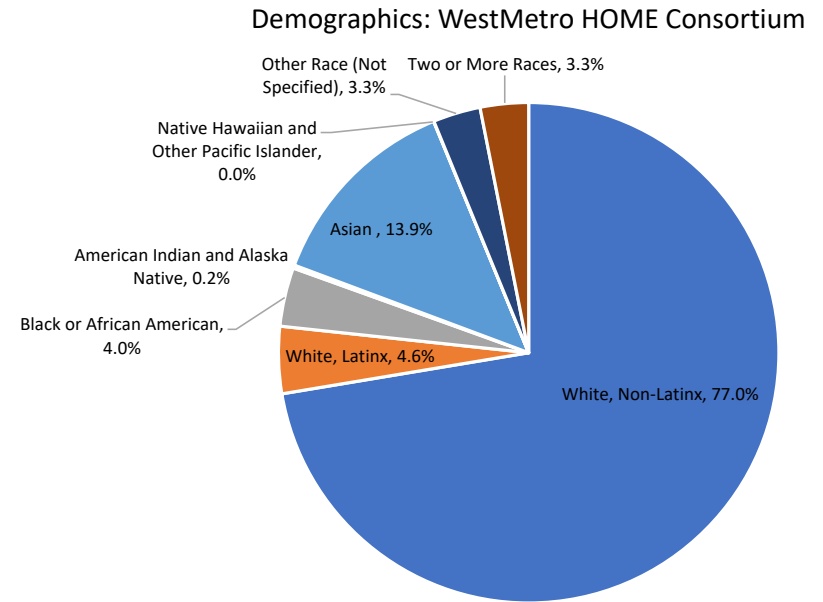
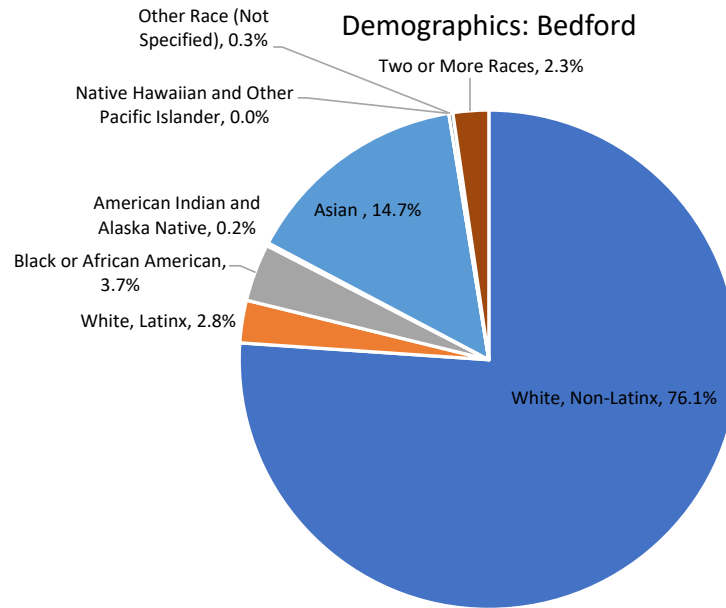
STRATEGY AND ACTIONS	TIMEFRAME	DIFFICULTY	RESPONSIBLE PARTIES
<ul style="list-style-type: none"> Develop a series of fair housing public service announcements for distribution to local cable access channels. 	2 x year (spring, fall)	Medium – High (depending on community)	
<ul style="list-style-type: none"> Provide information on fair housing responsibilities to first-time landlords, small property owners, realtors, and public and private housing developers. Additionally, disseminate materials in collaboration with local and regional media including community access television, local print and digital media platforms, and local officials’ outreach channels. Make resources visible and readily available in municipal offices and other public spaces. 	Annually (April, Fair Housing Month)	Medium Requires funding	WMHC Staff
Identify and address discriminatory actions in the private real estate market			
<ul style="list-style-type: none"> Budget resources for fair housing testing and engage the Fair Housing Center of Massachusetts or another qualified organization to conduct testing in each Consortium community and other interested communities in the MetroWest/Route 2 region. Plan an on-going testing program throughout the 5-year plan period to allow for statistically significant data. 	5-Year Testing Program (to coincide with the 5-year plan schedule)	High Requires funding	Third-Party Testing Agency WMHC Staff
<ul style="list-style-type: none"> Hold an executive presentation to the Select Board or City Councils of the 13 WestMetro HOME Consortium communities. Additionally, hold a public education forum to present testing results to the public, recognizing that many people do not understand fair housing laws, or they believe discrimination does not happen in their town. (The latter could be done as part of the “annual fair housing conference” referenced above.) 	At the conclusion of the 5-year testing program	Medium	Third-Party Testing Agency WMHC Staff
<ul style="list-style-type: none"> Work with local/regional realtor® and property associations to offer training that specifically addresses top issues reported in fair housing complaints reported and filed with FHCG, MCAD, and 	Every 2 Years (April, Fair Housing Month)	High May require \$\$	Third Party Consultant WMHC Staff

STRATEGY AND ACTIONS	TIMEFRAME	DIFFICULTY	RESPONSIBLE PARTIES
FHEO, as well as those identified through the five-year testing program.			
Increase the Consortium’s capacity to affirmatively further fair housing.			
<ul style="list-style-type: none"> The Consortium staff will include the implementation of this plan on its quarterly meeting agendas. 	Quarterly	Low	WMHC Staff
<ul style="list-style-type: none"> The Consortium will hold an annual meeting about fair housing planning and policy and the status of implementing this Plan. 	Annual	Low	WMHC Staff
<ul style="list-style-type: none"> As a condition of subgrantee agreements with the Consortium, each community will establish written processes detailing which local boards or committees are responsible for the intake process for fair housing complaints, and the subsequent referral to MCAD. These processes shall be published on the individual municipality websites. 	Annual	Low	WMHC Staff
<ul style="list-style-type: none"> Identify and publicize a list of Fair Housing Officers and/or Fair Housing Committees in each participating community and the organizational contacts who can be notified about issues or questions related to fair housing. 	Annual	Low	WMHC Staff
<ul style="list-style-type: none"> The Consortium will re-evaluate its criteria for review of housing proposals seeking funds as part of its annual competitive process to ensure that fair housing needs are met. 	Annual	Low	WMHC Staff
Each community will adopt policies and practices to support safe, diverse, affordable, accessible, and integrated housing			
<ul style="list-style-type: none"> Review zoning ordinances, bylaws, and practices to identify provisions that may encourage, unintentionally, discriminatory practices in permitting residential uses, e.g., requiring fiscal impact studies or excessive parking for multi-bedroom units, or age-restricted housing definitions that prohibit occupancy by people 	Ongoing (throughout 5-year period)	High May require \$\$	WMHC Staff, other municipal staff, local boards, and commissions

STRATEGY AND ACTIONS	TIMEFRAME	DIFFICULTY	RESPONSIBLE PARTIES
<p>under 18. The communities will identify ways to reduce the barriers they have imposed on multifamily residential development.</p>			<p>Third Party Consultant</p>
<ul style="list-style-type: none"> Each community that utilizes Local Preference will assess its impacts on affirmatively furthering fair housing in that community. Elements to be assessed include, but not limited to, lowering the Local Preference percentage and defining “local” to include any resident of the 13-community Consortium. The Consortium may consider working with a consultant to define a framework for this assessment. 			
<ul style="list-style-type: none"> Unless a community has already done so, each community will study, on its own or through a subregional compact, options to reduce or eliminate single-family zoning by allowing two-family dwellings (at minimum) in all residential districts. 	<p>Throughout the 5-year plan period</p>	<p>High May require \$\$</p>	<p>WMHC Staff, other municipal staff, local boards, and commissions Third Party Consultant</p>
<ul style="list-style-type: none"> The Consortium and its individual members will assess the language access needs of people with Limited English Proficiency and disabilities, as well as its compliance with federal language requirements as it relates to housing activities across the Consortium, and develop and implement strategies to address those needs to ensure equal access to fair housing and other civil rights information. The Consortium will explore strategies for pooling resources to improve language access and accessibility for its housing programs. 	<p>Years 1 and 2</p>	<p>High May require \$\$</p>	<p>Third Party Consultant WMHC Staff</p>

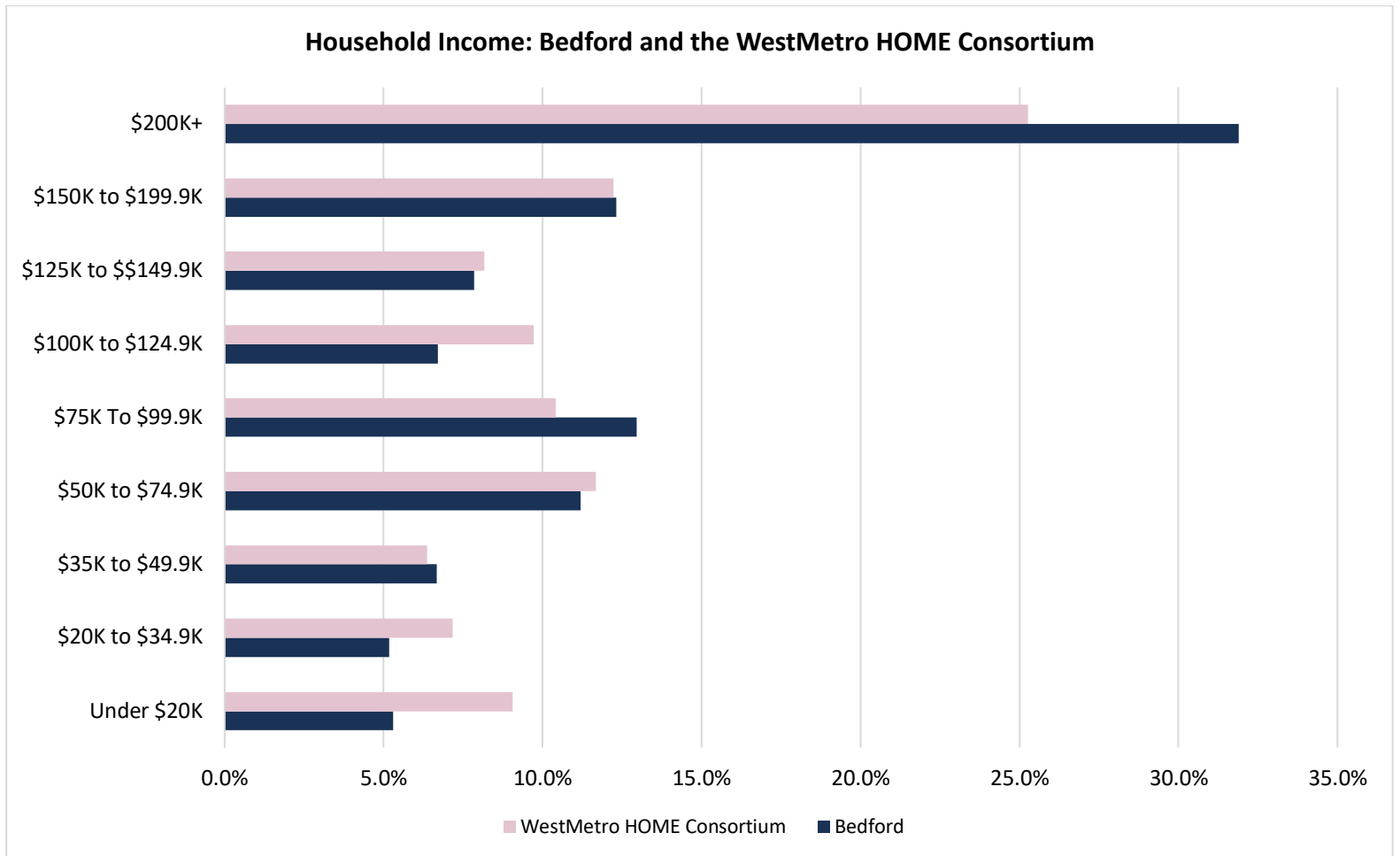
APPENDIX

APPENDIX A. COMPARATIVE DATA VIEW BY CITY OR TOWN BEDFORD



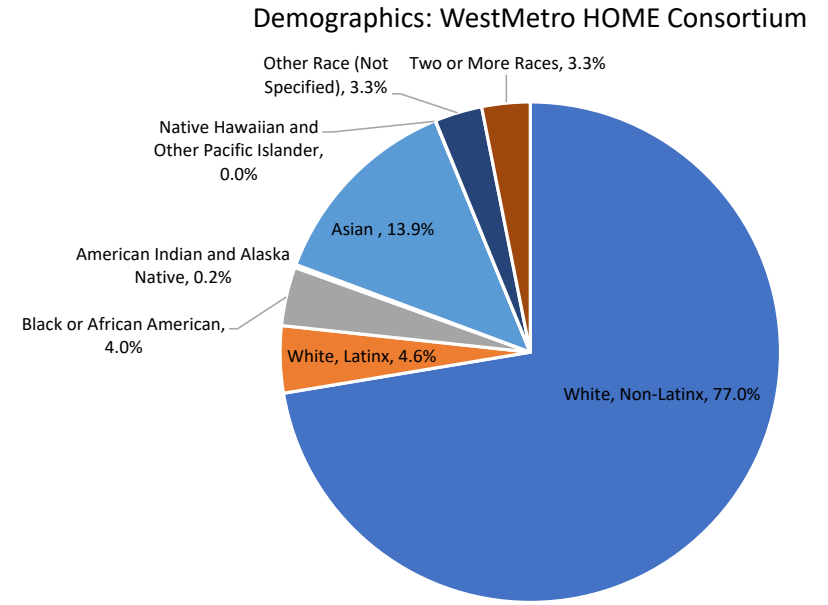
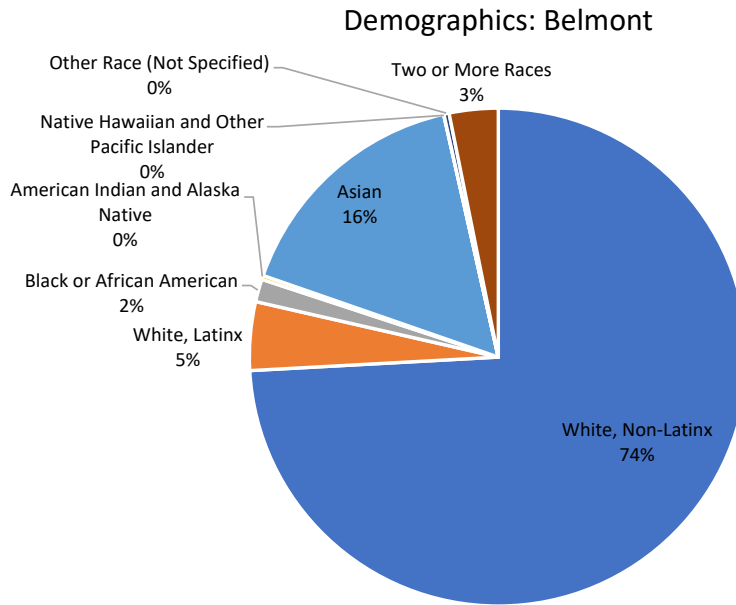
Limited English Proficiency (households)	Bedford		Consortium		Bedford % of Consortium
	Count	% of Bedford	Count	% of Consortium	
English only	4,013	76.7%	132,175	68.6%	3.0%
Limited English Speaking households	209	4.0%	10,449	5.4%	2.0%
Total households:	5,230	100.0%	192,694	100.0%	2.7%

Foreign-Born Population	Bedford		WestMetro HOME Consortium		Bedford % of Consortium
	Count	% of Bedford	Count	% of Consortium	
Born in the US	11,641	82.4%	392,968	77.0%	3.0%
Not born in the US	2,485	17.6%	117,107	23.0%	2.1%
total:	14,126	100.0%	510,075	100.0%	2.8%

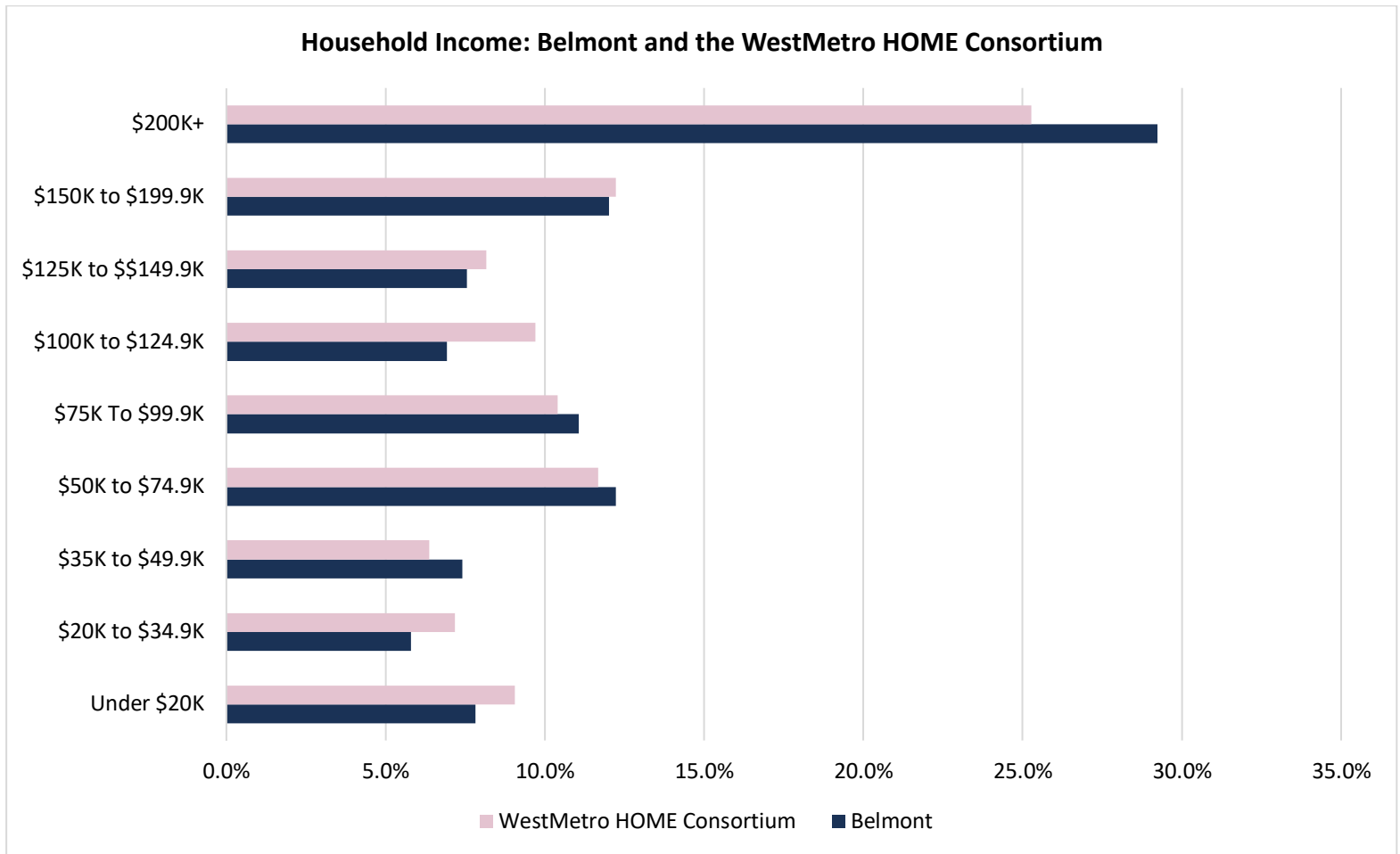


Households by Type	Bedford	% of Bedford	Consortium	% of Consortium	Bedford % of Consortium
Households	5,230	100.0%	192,694	100.0%	2.7%
Families	3,594	68.7%	126,448	65.6%	2.8%
Married Couples	3,128	59.8%	105,754	54.9%	3.0%
Single Parents	466	8.9%	20,694	10.7%	2.3%
Non-Family Households	1,636	31.3%	66,246	34.4%	2.5%
Single People	1,340	25.6%	51,426	26.7%	2.6%
Families by Type	Bedford	% of Bedford	Consortium	% of Consortium	Bedford % of Consortium
Families	3,594	100.0%	126,448	100.0%	2.8%
Single Parents	466	13.0%	20,694	16.4%	2.3%
Black	62	1.7%	2,048	1.6%	3.0%
Asian	44	1.2%	1,881	1.5%	2.3%
Latinx	0	0.0%	3,139	2.5%	0.0%
Senior Households	Bedford	% of Bedford	Consortium	% of Consortium	Bedford % of Consortium
Total Households	5,230	100.0%	192,694	100.0%	2.7%
Households with Seniors	1,609	30.8%	57,813	30.0%	2.8%
Seniors Living Alone	624	11.9%	22,687	11.8%	2.8%
People with Disabilities	Bedford	% of Bedford	Consortium	% of Consortium	Bedford % of Consortium
Total Population	13,774	100.0%	503,606	100.0%	2.7%
Disability Population	1,314	9.5%	43,243	8.6%	3.0%
Under 5	0	0.0%	266	0.1%	0.0%
5 To 17 Years	203	1.5%	2,879	0.6%	7.1%
18 To 34 Years	98	0.7%	5,446	1.1%	1.8%
35 To 64 Years	250	1.8%	12,210	2.4%	2.0%
65 To 74 Years	191	1.4%	6,872	1.4%	2.8%
75 Years And Over	572	4.2%	15,570	3.1%	3.7%

BELMONT



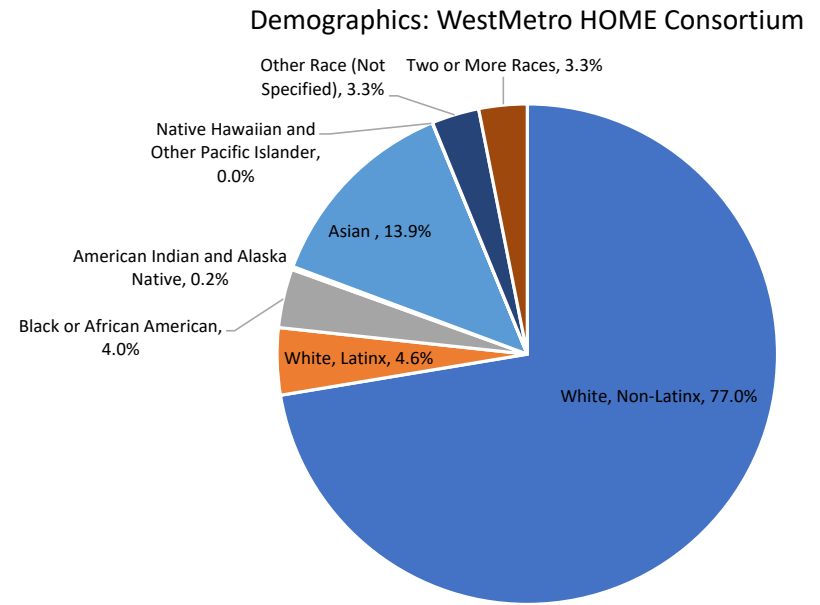
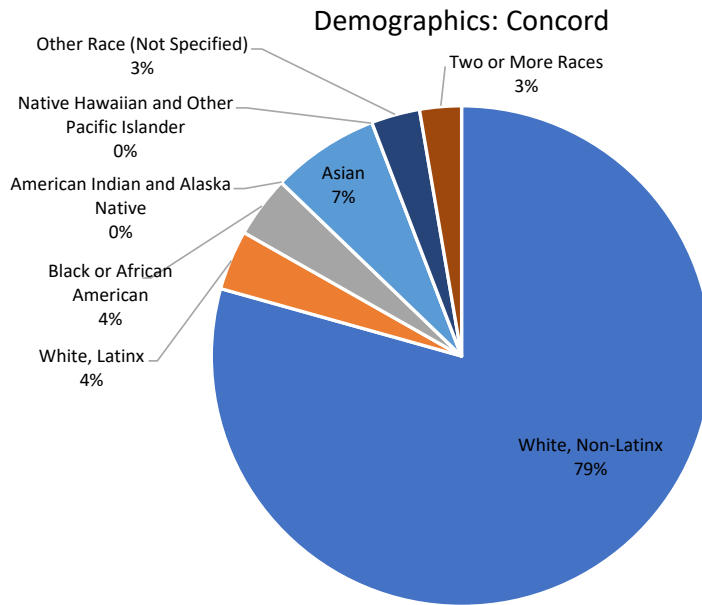
Limited English Proficiency (households)	Belmont	% of Belmont	Consortium	% of Consortium	Belmont % of Consortium
	English only	6,634	67.8%	132,175	68.6%
Limited English Speaking households	393	4.0%	10,449	5.4%	3.8%
Total households:	9,781	100.0%	192,694	100.0%	5.1%
Foreign-born Population	Belmont	% of Belmont	Consortium	% of Consortium	Belmont % of Consortium
	Born in the US	19,668	75.5%	392,968	77.0%
Not born in the US	6,375	24.5%	117,107	23.0%	5.4%
total:	26,043	100.0%	510,075	100.0%	5.1%



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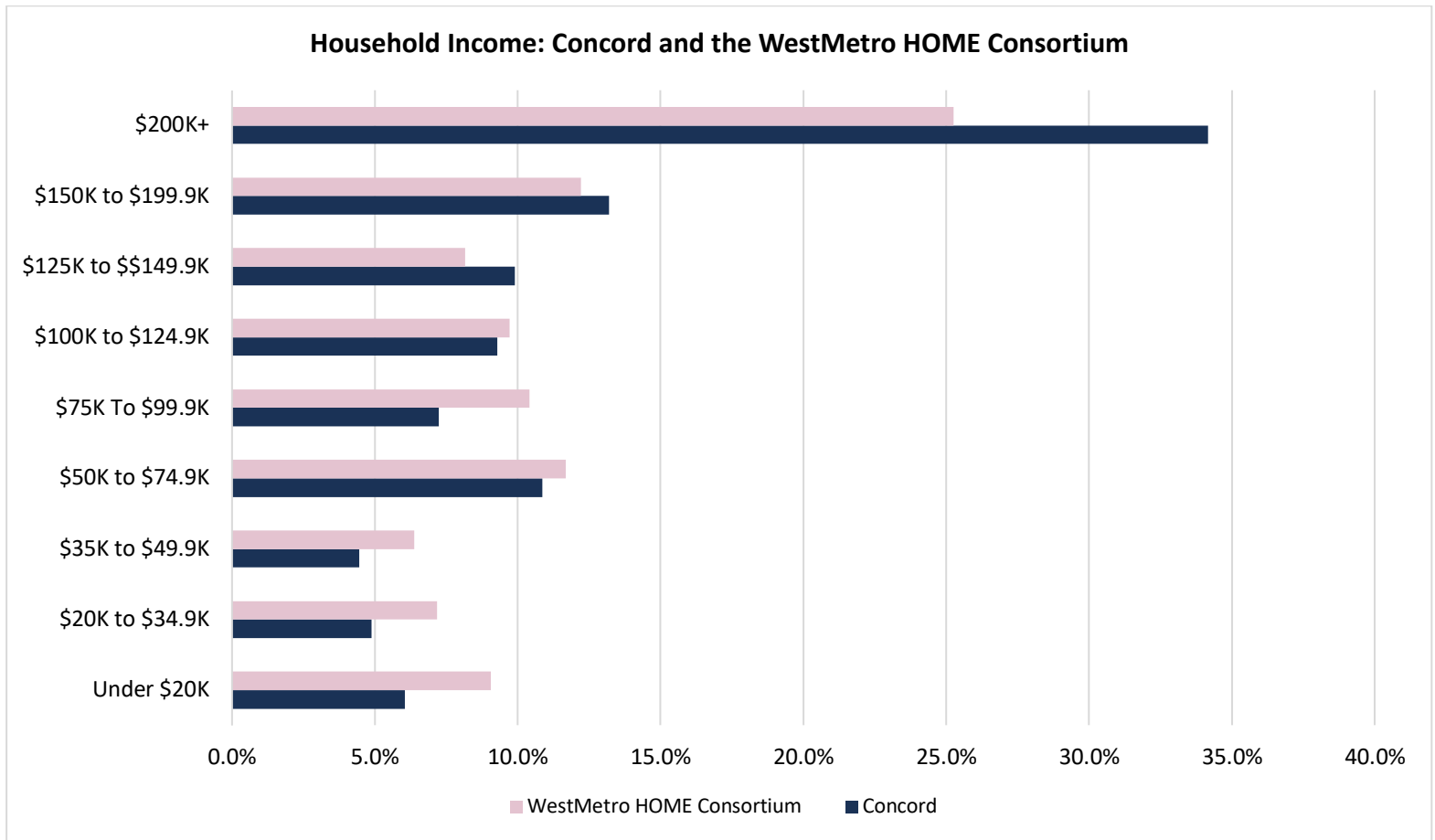
Households by Type	Belmont	% of Belmont	Consortium	% of Consortium	Belmont % of Consortium
Households	9,781	100.0%	192,694	100.0%	5.1%
Families	6,913	70.7%	126,448	65.6%	5.5%
Married Couples	5,768	59.0%	105,754	54.9%	5.5%
Single Parents	1,145	11.7%	20,694	10.7%	5.5%
Non-Family Households	2,868	29.3%	66,246	34.4%	4.3%
Single People	2,356	24.1%	51,426	26.7%	4.6%
Families by Type	Belmont	% of Belmont	Consortium	% of Consortium	Belmont % of Consortium
Families	6,913	100.0%	126,448	100.0%	5.5%
Single Parents	1,145	16.6%	20,694	16.4%	5.5%
Black	37	0.5%	2,048	1.6%	1.8%
Asian	128	1.9%	1,881	1.5%	6.8%
Latinx	74	1.1%	3,139	2.5%	2.4%
Senior Households	Belmont	% of Belmont	Consortium	% of Consortium	Belmont % of Consortium
Total Households	9,781	100.0%	192,694	100.0%	5.1%
Households with Seniors	3,031	31.0%	57,813	30.0%	5.2%
Seniors Living Alone	1,250	12.8%	22,687	11.8%	5.5%
People with Disabilities	Belmont	% of Belmont	Consortium	% of Consortium	Belmont % of Consortium
Total Population	25,809	100.0%	503,606	100.0%	5.1%
Disability Population	1,855	7.2%	43,243	8.6%	4.3%
Under 5	0	0.0%	266	0.1%	0.0%
5 To 17 Years	102	0.4%	2,879	0.6%	3.5%
18 To 34 Years	215	0.8%	5,446	1.1%	3.9%
35 To 64 Years	423	1.6%	12,210	2.4%	3.5%
65 To 74 Years	305	1.2%	6,872	1.4%	4.4%
75 Years And Over	810	3.1%	15,570	3.1%	5.2%

CONCORD



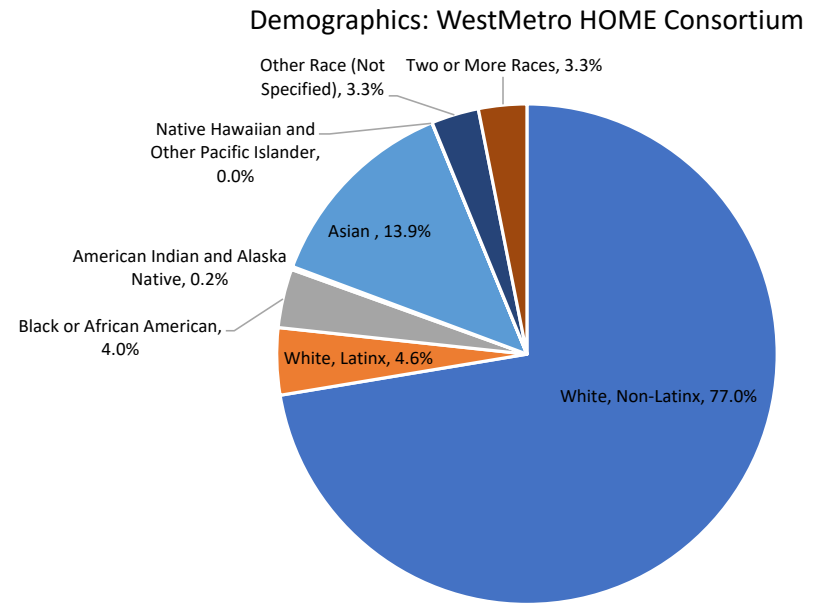
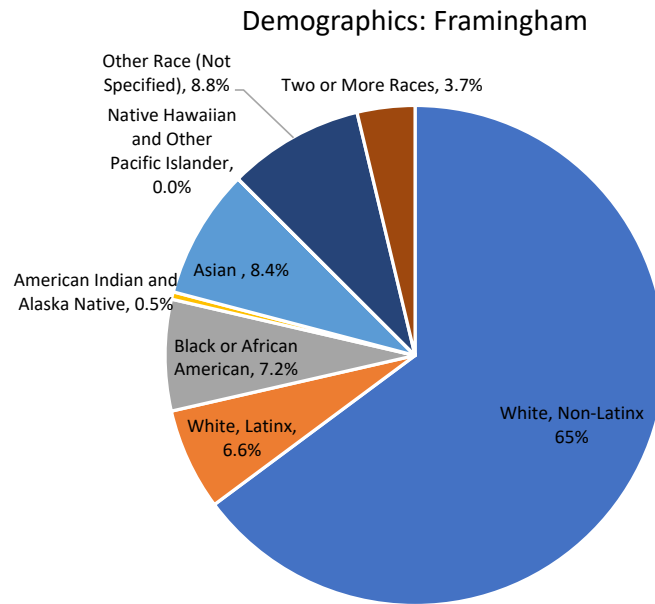
Limited English Proficiency (households)	Concord	% of Concord	Consortium	% of Consortium	Concord % of Consortium
English only	5,788	85.7%	132,175	68.6%	4.4%
Limited English Speaking households	69	1.0%	10,449	5.4%	0.7%
Total households:	6,751	100.0%	192,694	100.0%	3.5%

Foreign-born Population	Concord	% of Concord	Consortium	% of Consortium	Concord % of Consortium
Born in the US	17,202	89.0%	392,968	77.0%	4.4%
Not born in the US	2,121	11.0%	117,107	23.0%	1.8%
total:	19,323	100.0%	510,075	100.0%	3.8%



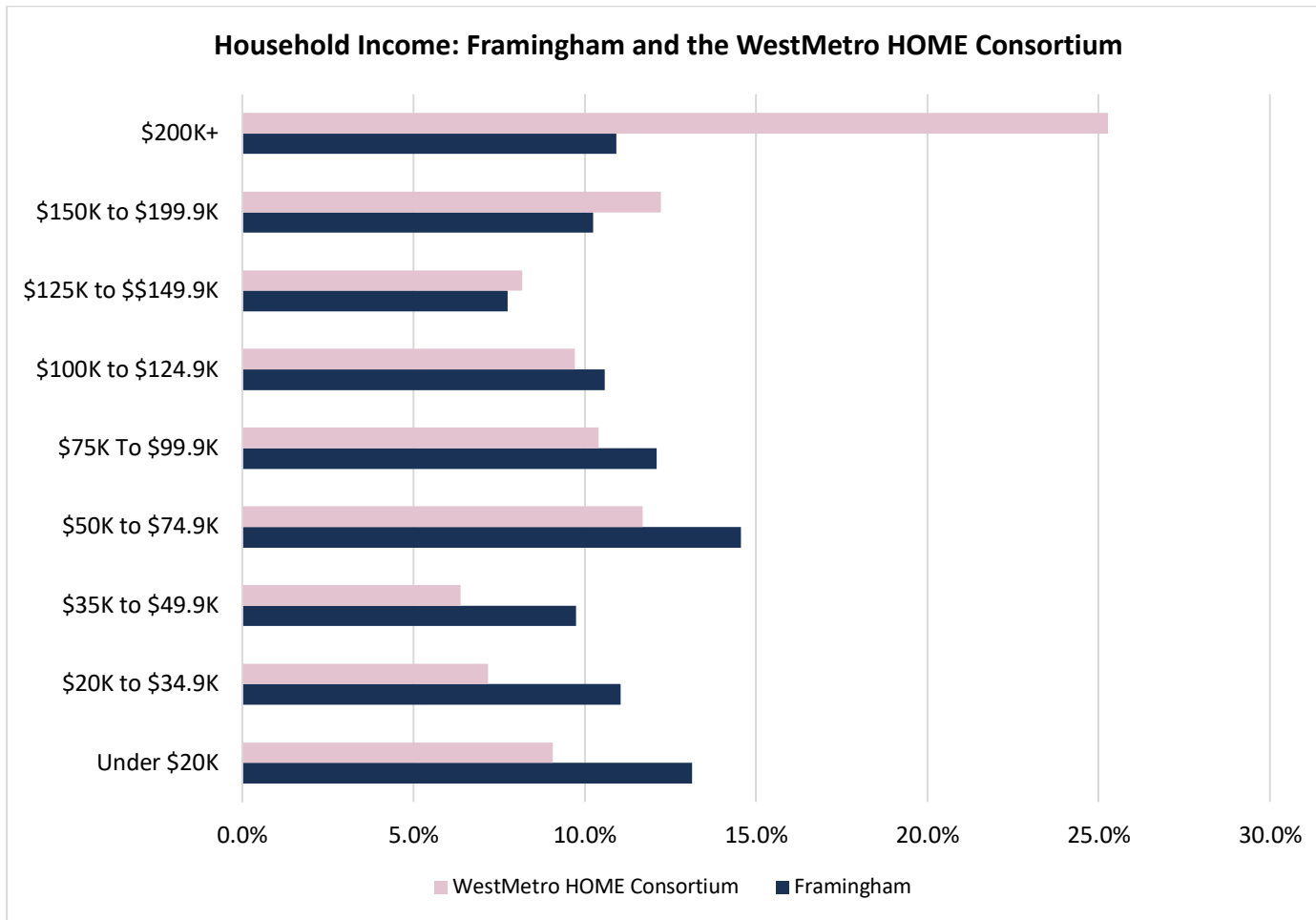
Households by Type	Concord	% of Concord	Consortium	% of Consortium	Concord % of Consortium
Households	6,751	100.0%	192,694	100.0%	3.5%
Families	4,894	72.5%	126,448	65.6%	3.9%
Married Couples	4,294	63.6%	105,754	54.9%	4.1%
Single Parents	600	8.9%	20,694	10.7%	2.9%
Non-Family Households	1,857	27.5%	66,246	34.4%	2.8%
Single People	1,654	24.5%	51,426	26.7%	3.2%
Families by Type	Concord	% of Concord	Consortium	% of Consortium	Concord % of Consortium
Families	4,894	100.0%	126,448	100.0%	3.9%
Single Parents	600	12.3%	20,694	16.4%	2.9%
Black	0	0.0%	2,048	1.6%	0.0%
Asian	13	0.3%	1,881	1.5%	0.7%
Latinx	12	0.2%	3,139	2.5%	0.4%
Senior Households	Concord	% of Concord	Consortium	% of Consortium	Concord % of Consortium
Total Households	6,751	100.0%	192,694	100.0%	3.5%
Households with Seniors	2,487	36.8%	57,813	30.0%	4.3%
Seniors Living Alone	1,007	14.9%	22,687	11.8%	4.4%
People with Disabilities	Concord	% of Concord	Consortium	% of Consortium	Concord % of Consortium
Total Population	17,548	100.0%	503,606	100.0%	3.5%
Disability Population	1,485	8.5%	43,243	8.6%	3.4%
Under 5	0	0.0%	266	0.1%	0.0%
5 To 17 Years	102	0.6%	2,879	0.6%	3.5%
18 To 34 Years	190	1.1%	5,446	1.1%	3.5%
35 To 64 Years	375	2.1%	12,210	2.4%	3.1%
65 To 74 Years	163	0.9%	6,872	1.4%	2.4%
75 Years And Over	655	3.7%	15,570	3.1%	4.2%

FRAMINGHAM



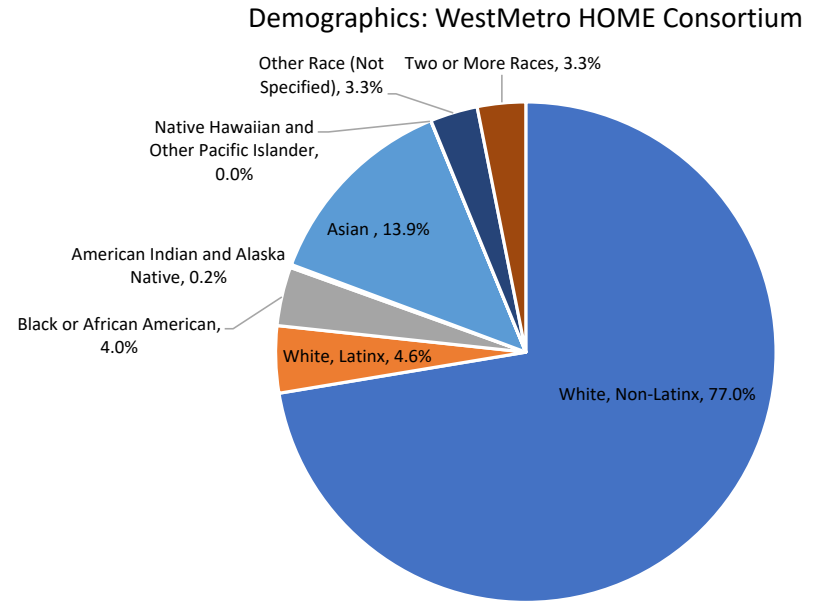
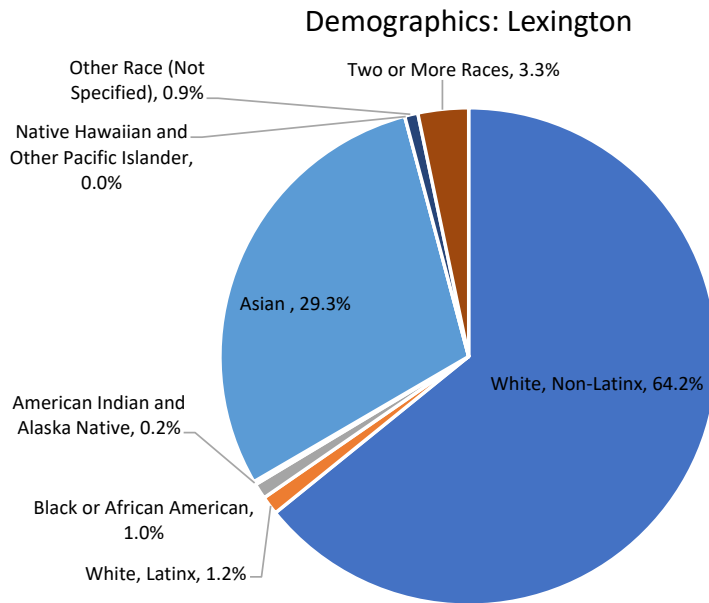
Limited English Proficiency (households)	Framingham	% of Framingham	Consortium	% of Consortium	Framingham % of Consortium
English only	16,805	59.6%	132,175	68.6%	12.7%
Limited English Speaking households	3,189	11.3%	10,449	5.4%	30.5%
Total households:	28,189	100.0%	192,694	100.0%	14.6%

Foreign-born Population	Framingham	% of Framingham	Consortium	% of Consortium	Framingham % of Consortium
Born in the US	51,297	71.6%	392,968	77.0%	13.1%
Not born in the US	20,352	28.4%	117,107	23.0%	17.4%
total:	71,649	100.0%	510,075	100.0%	14.0%



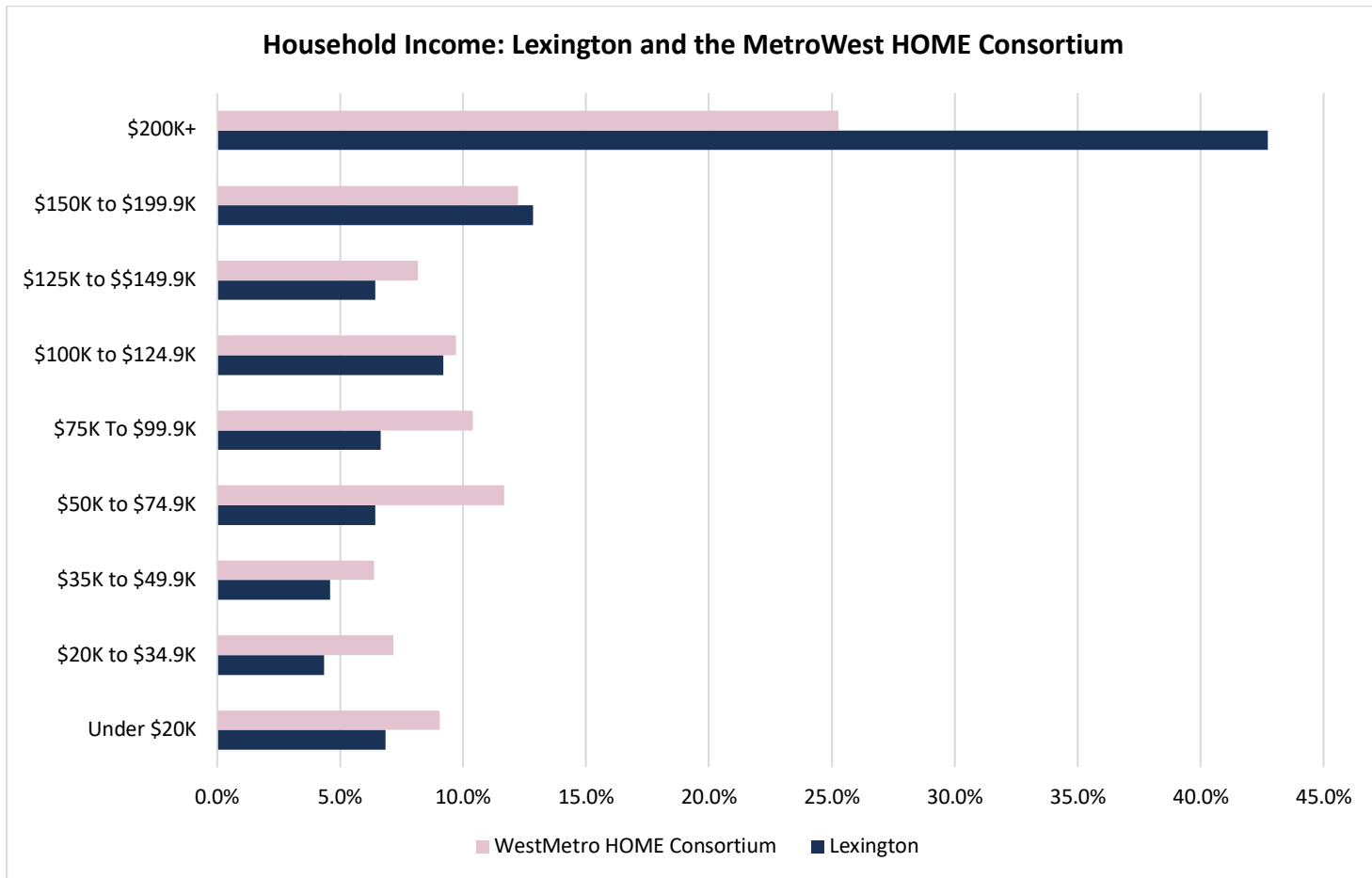
Households by Type	Framingham	% of Framingham	Consortium	% of Consortium	Framingham % of Consortium
Households	28,189	100.0%	192,694	100.0%	14.6%
Families	18,096	64.2%	126,448	65.6%	14.3%
Married Couples	13,899	49.3%	105,754	54.9%	13.1%
Single Parents	4,197	14.9%	20,694	10.7%	20.3%
Non-Family Households	10,093	35.8%	66,246	34.4%	15.2%
Single People	8,318	29.5%	51,426	26.7%	16.2%
Families by Type	Framingham	% of Framingham	Consortium	% of Consortium	Framingham % of Consortium
Families	18,096	100.0%	126,448	100.0%	14.3%
Single Parents	4,197	23.2%	20,694	16.4%	20.3%
Black	526	2.9%	2,048	1.6%	25.7%
Asian	157	0.9%	1,881	1.5%	8.3%
Latinx	1,388	7.7%	3,139	2.5%	44.2%
Senior Households	Framingham	% of Framingham	Consortium	% of Consortium	Framingham % of Consortium
Total Households	28,189	100.0%	192,694	100.0%	14.6%
Households with Seniors	7,290	25.9%	57,813	30.0%	12.6%
Seniors Living Alone	3,011	10.7%	22,687	11.8%	13.3%
People with Disabilities	Framingham	% of Framingham	Consortium	% of Consortium	Framingham % of Consortium
Total Population	70,348	100.0%	503,606	100.0%	14.0%
Disability Population	7,878	11.2%	43,243	8.6%	18.2%
Under 5	17	0.0%	266	0.1%	6.4%
5 To 17 Years	600	0.9%	2,879	0.6%	20.8%
18 To 34 Years	1,269	1.8%	5,446	1.1%	23.3%
35 To 64 Years	2,754	3.9%	12,210	2.4%	22.6%
65 To 74 Years	1,083	1.5%	6,872	1.4%	15.8%
75 Years And Over	2,155	3.1%	15,570	3.1%	13.8%

LEXINGTON



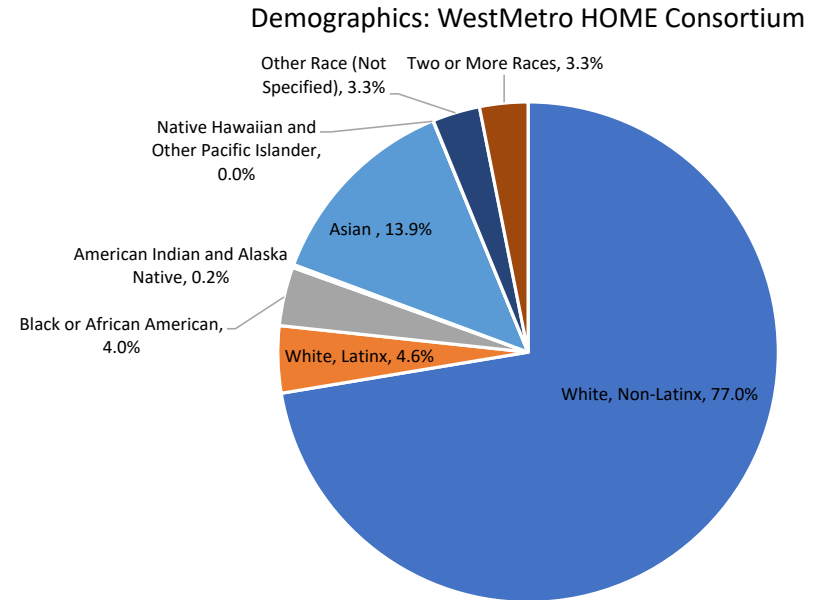
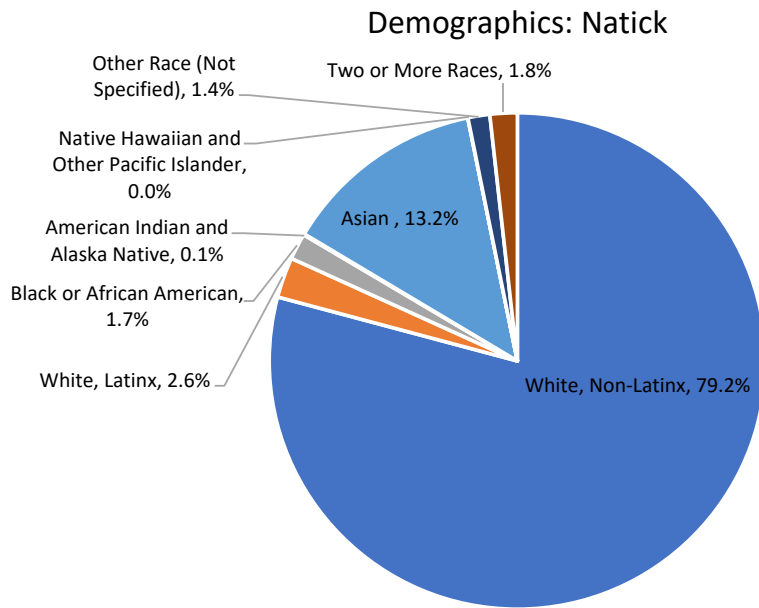
Limited English Proficiency (households)	Lexington	% of Lexington	Consortium	% of Consortium	Lexington % of Consortium
English only	7,630	64.9%	132,175	68.6%	5.8%
Limited English Speaking households	353	3.0%	10,449	5.4%	3.4%
Total households:	11,757	100.0%	192,694	100.0%	6.1%

Foreign-born Population	Lexington	% of Lexington	Consortium	% of Consortium	Lexington % of Consortium
Born in the US	24,400	72.9%	392,968	77.0%	6.2%
Not born in the US	9,080	27.1%	117,107	23.0%	7.8%
total:	33,480	100.0%	510,075	100.0%	6.6%



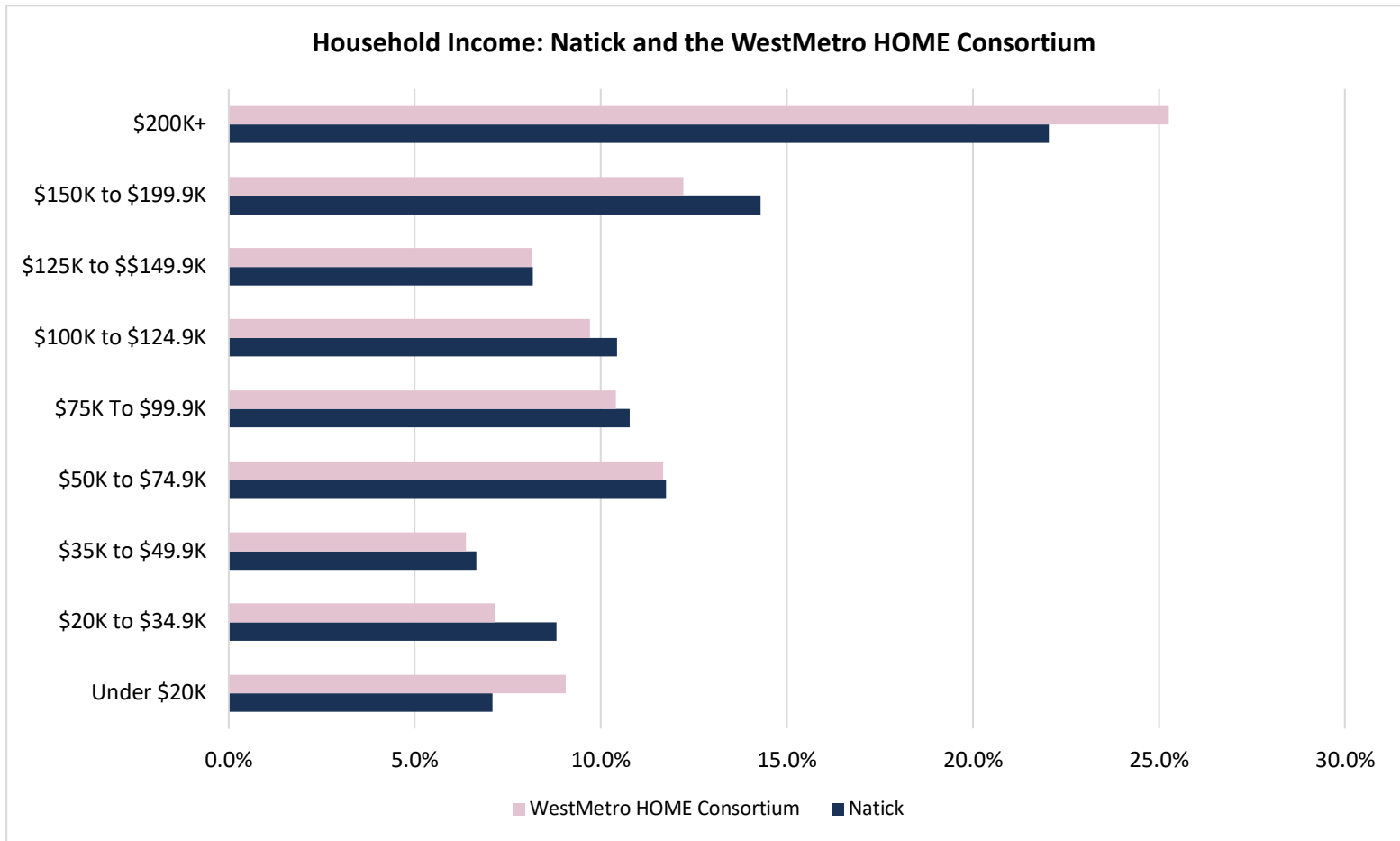
Households by Type	Lexington	% of Lexington	Consortium	% of Consortium	Lexington % of Consortium
Households	11,757	100.0%	192,694	100.0%	6.1%
Families	9,336	79.4%	126,448	65.6%	7.4%
Married Couples	8,392	71.4%	105,754	54.9%	7.9%
Single Parents	944	8.0%	20,694	10.7%	4.6%
Non-Family Households	2,421	20.6%	66,246	34.4%	3.7%
Single People	2,248	19.1%	51,426	26.7%	4.4%
Families by Type	Lexington	% of Lexington	Consortium	% of Consortium	Lexington % of Consortium
Families	9,336	100.0%	126,448	100.0%	7.4%
Single Parents	944	10.1%	20,694	16.4%	4.6%
Black	55	0.6%	2,048	1.6%	2.7%
Asian	255	2.7%	1,881	1.5%	13.6%
Latinx	9	0.1%	3,139	2.5%	0.3%
Senior Households	Lexington	% of Lexington	Consortium	% of Consortium	Lexington % of Consortium
Total Households	11,757	100.0%	192,694	100.0%	6.1%
Households with Seniors	4,200	35.7%	57,813	30.0%	7.3%
Seniors Living Alone	1,379	11.7%	22,687	11.8%	6.1%
People with Disabilities	Lexington	% of Lexington	Consortium	% of Consortium	Lexington % of Consortium
Total Population	33,115	100.0%	503,606	100.0%	6.6%
Disability Population	2,303	7.0%	43,243	8.6%	5.3%
Under 5	21	0.1%	266	0.1%	7.9%
5 To 17 Years	279	0.8%	2,879	0.6%	9.7%
18 To 34 Years	173	0.5%	5,446	1.1%	3.2%
35 To 64 Years	554	1.7%	12,210	2.4%	4.5%
65 To 74 Years	297	0.9%	6,872	1.4%	4.3%
75 Years And Over	979	3.0%	15,570	3.1%	6.3%

NATICK



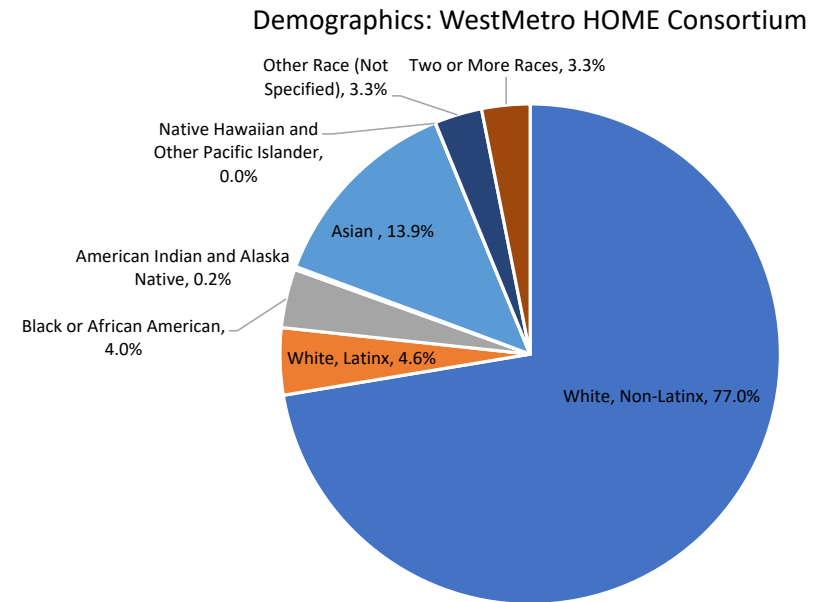
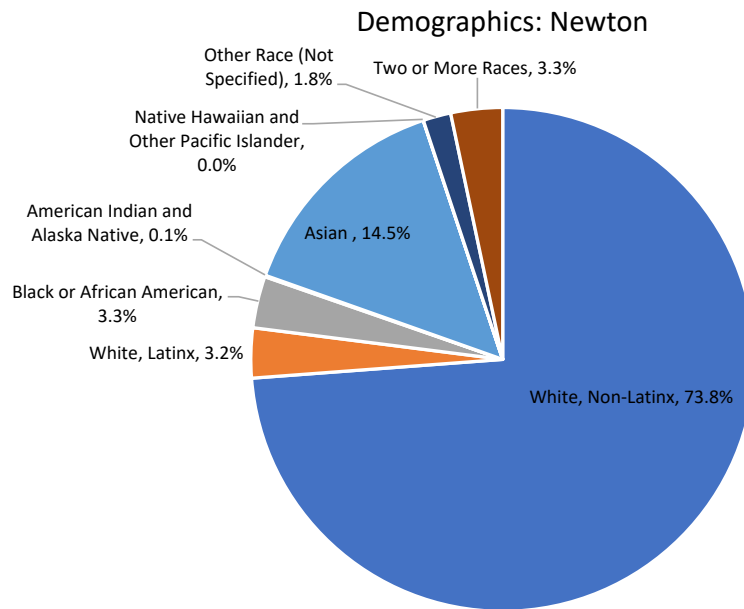
Limited English Proficiency (households)	Natick	% of Natick	Consortium	% of Consortium	Natick % of Consortium
English only	10,927	75.9%	132,175	68.6%	8.3%
Limited English Speaking households	486	3.4%	10,449	5.4%	4.7%
Total households:	14,404	100.0%	192,694	100.0%	7.5%

Foreign-born Population	Natick	% of Natick	Consortium	% of Consortium	Natick % of Consortium
Born in the US	29,488	81.7%	392,968	77.0%	7.5%
Not born in the US	6,595	18.3%	117,107	23.0%	5.6%
total:	36,083	100.0%	510,075	100.0%	7.1%



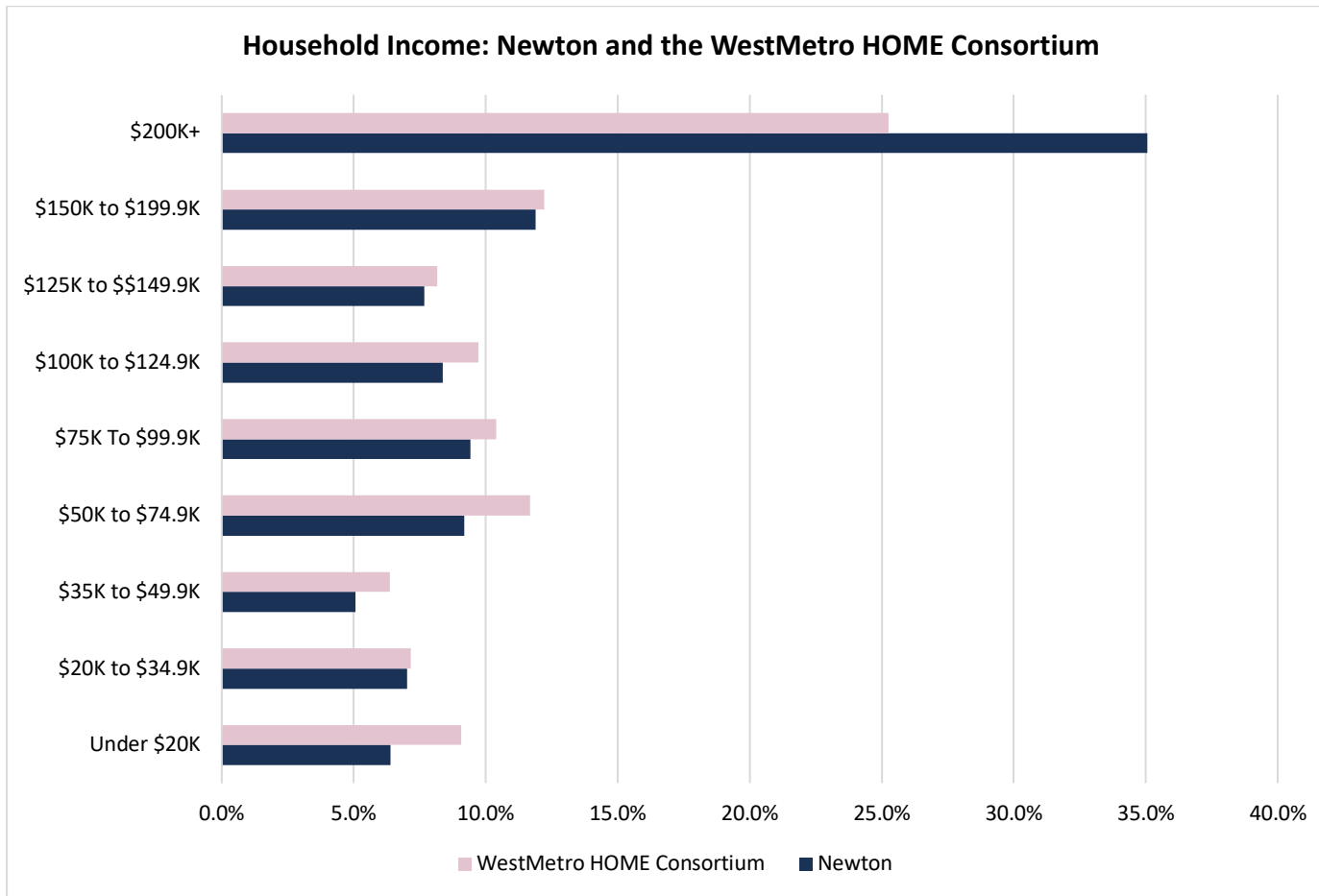
Households by Type	Natick	% of Natick	Consortium	% of Consortium	Natick % of Consortium
Households	14,404	100.0%	192,694	100.0%	7.5%
Families	9,702	67.4%	126,448	65.6%	7.7%
Married Couples	8,329	57.8%	105,754	54.9%	7.9%
Single Parents	1,373	9.5%	20,694	10.7%	6.6%
Non-Family Households	4,702	32.6%	66,246	34.4%	7.1%
Single People	4,199	29.2%	51,426	26.7%	8.2%
Families by Type	Natick	% of Natick	Consortium	% of Consortium	Natick % of Consortium
Families	9,702	100.0%	126,448	100.0%	7.7%
Single Parents	1,373	14.2%	20,694	16.4%	6.6%
Black	24	0.2%	2,048	1.6%	1.2%
Asian	101	1.0%	1,881	1.5%	5.4%
Latinx	69	0.7%	3,139	2.5%	2.2%
Senior Households	Natick	% of Natick	Consortium	% of Consortium	Natick % of Consortium
Total Households	14,404	100.0%	192,694	100.0%	7.5%
Households with Seniors	3,924	27.2%	57,813	30.0%	6.8%
Seniors Living Alone	1,618	11.2%	22,687	11.8%	7.1%
People with Disabilities	Natick	% of Natick	Consortium	% of Consortium	Natick % of Consortium
Total Population	35,746	100.0%	503,606	100.0%	7.1%
Disability Population	2,793	7.8%	43,243	8.6%	6.5%
Under 5	20	0.1%	266	0.1%	7.5%
5 To 17 Years	258	0.7%	2,879	0.6%	9.0%
18 To 34 Years	120	0.3%	5,446	1.1%	2.2%
35 To 64 Years	921	2.6%	12,210	2.4%	7.5%
65 To 74 Years	535	1.5%	6,872	1.4%	7.8%
75 Years And Over	939	2.6%	15,570	3.1%	6.0%

NEWTON



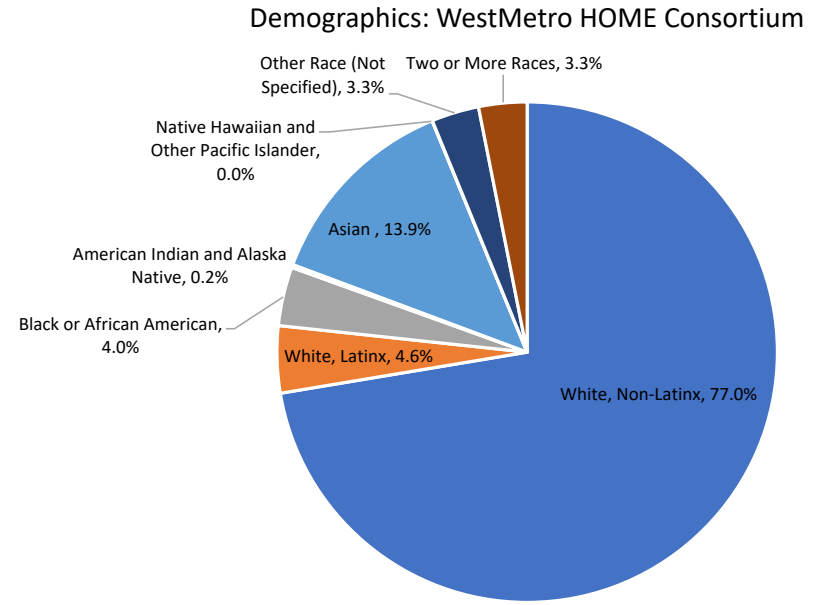
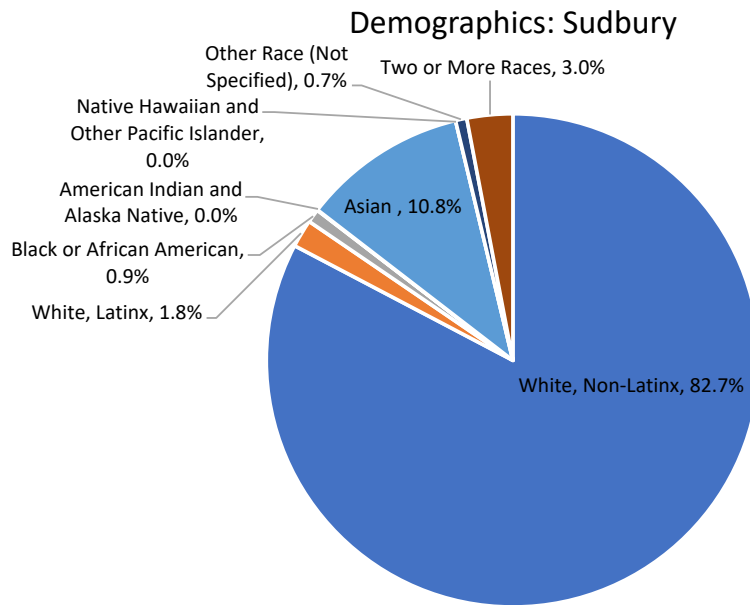
Limited English Proficiency (households)	Newton	% of Newton	Consortium	% of Consortium	Newton % of Consortium
English only	21,418	69.4%	132,175	68.6%	16.2%
Limited English Speaking households	1,306	4.2%	10,449	5.4%	12.5%
Total households:	30,849	100.0%	192,694	100.0%	16.0%

Foreign-born Population	Newton	% of Newton	Consortium	% of Consortium	Newton % of Consortium
Born in the US	68,918	77.7%	392,968	77.0%	17.5%
Not born in the US	19,742	22.3%	117,107	23.0%	16.9%
total:	88,660	100.0%	510,075	100.0%	17.4%



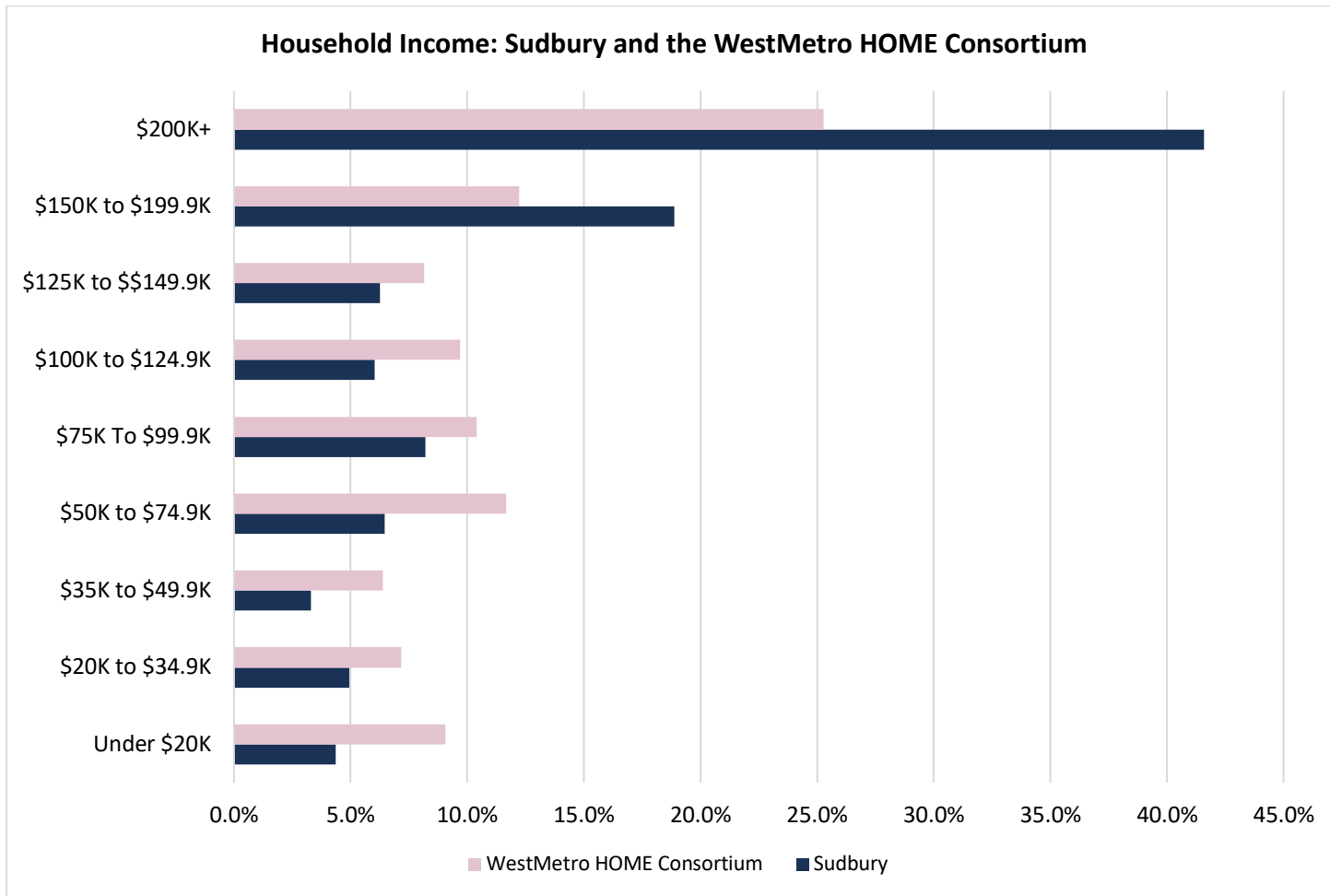
Households by Type	Newton	% of Newton	Consortium	% of Consortium	Newton % of Consortium
Households	30,849	100.0%	192,694	100.0%	16.0%
Families	22,228	72.1%	126,448	65.6%	17.6%
Married Couples	18,639	60.4%	105,754	54.9%	17.6%
Single Parents	3,589	11.6%	20,694	10.7%	17.3%
Non-Family Households	8,621	27.9%	66,246	34.4%	13.0%
Single People	6,829	22.1%	51,426	26.7%	13.3%
Families by Type	Newton	% of Newton	Consortium	% of Consortium	Newton % of Consortium
Families	22,228	100.0%	126,448	100.0%	17.6%
Single Parents	3,589	16.1%	20,694	16.4%	17.3%
Black	146	0.7%	2,048	1.6%	7.1%
Asian	401	1.8%	1,881	1.5%	21.3%
Latinx	270	1.2%	3,139	2.5%	8.6%
Senior Households	Newton	% of Newton	Consortium	% of Consortium	Newton % of Consortium
Total Households	30,849	100.0%	192,694	100.0%	16.0%
Households with Seniors	10,822	35.1%	57,813	30.0%	18.7%
Seniors Living Alone	4,002	13.0%	22,687	11.8%	17.6%
People with Disabilities	Newton	% of Newton	Consortium	% of Consortium	Newton % of Consortium
Total Population	88,115	100.0%	503,606	100.0%	17.5%
Disability Population	7,456	8.5%	43,243	8.6%	17.2%
Under 5	54	0.1%	266	0.1%	20.3%
5 To 17 Years	477	0.5%	2,879	0.6%	16.6%
18 To 34 Years	1,128	1.3%	5,446	1.1%	20.7%
35 To 64 Years	1,658	1.9%	12,210	2.4%	13.6%
65 To 74 Years	1,165	1.3%	6,872	1.4%	17.0%
75 Years And Over	2,974	3.4%	15,570	3.1%	19.1%

SUDBURY



Limited English Proficiency (households)	Sudbury	% of Sudbury	Consortium	% of Consortium	Sudbury % of Consortium
English only	5,197	81.8%	132,175	68.6%	3.9%
Limited English Speaking households	89	1.4%	10,449	5.4%	0.9%
Total households:	6,355	100.0%	192,694	100.0%	3.3%

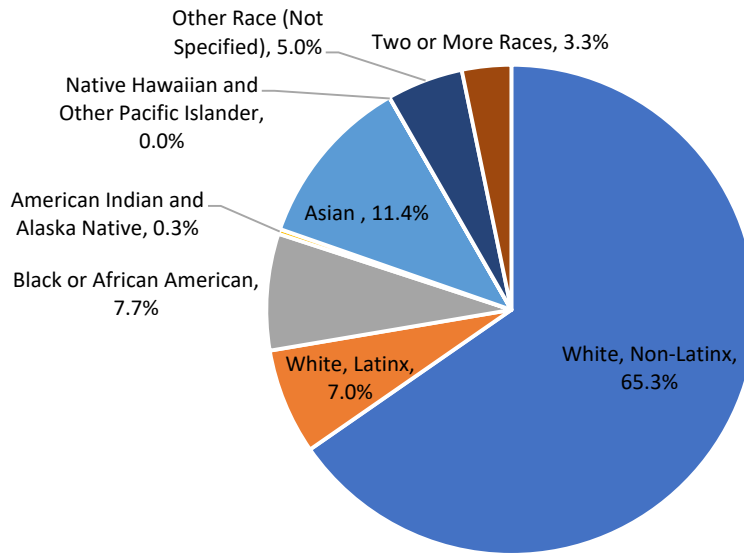
Foreign-born Population	Sudbury	% of Sudbury	Consortium	% of Consortium	Sudbury % of Consortium
Born in the US	16,579	87.5%	392,968	77.0%	4.2%
Not born in the US	2,361	12.5%	117,107	23.0%	2.0%
total:	18,940	100.0%	510,075	100.0%	3.7%



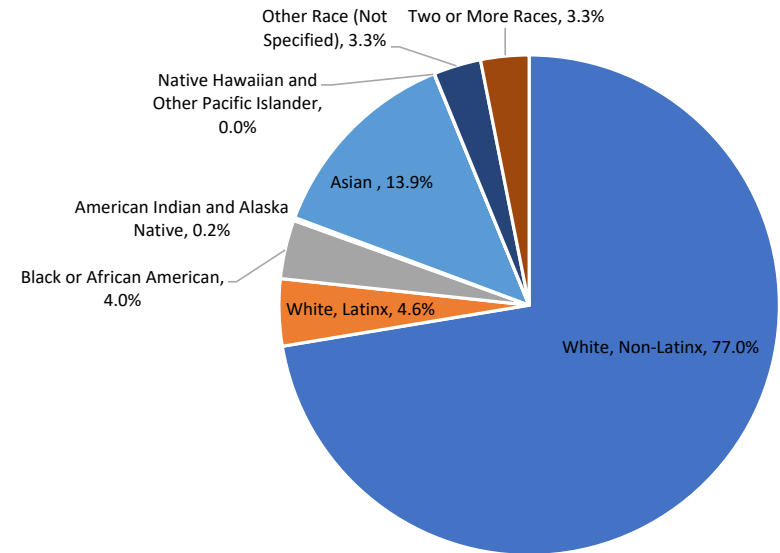
Households by Type	Sudbury	% of Sudbury	Consortium	% of Consortium	Sudbury % of Consortium
Households	6,355	100.0%	192,694	100.0%	3.3%
Families	5,492	86.4%	126,448	65.6%	4.3%
Married Couples	5,041	79.3%	105,754	54.9%	4.8%
Single Parents	451	7.1%	20,694	10.7%	2.2%
Non-Family Households	863	13.6%	66,246	34.4%	1.3%
Single People	733	11.5%	51,426	26.7%	1.4%
Families by Type	Sudbury	% of Sudbury	Consortium	% of Consortium	Sudbury % of Consortium
Families	5,492	100.0%	126,448	100.0%	4.3%
Single Parents	451	8.2%	20,694	16.4%	2.2%
Black	44	0.8%	2,048	1.6%	2.1%
Asian	37	0.7%	1,881	1.5%	2.0%
Latinx	17	0.3%	3,139	2.5%	0.5%
Senior Households	Sudbury	% of Sudbury	Consortium	% of Consortium	Sudbury % of Consortium
Total Households	6,355	100.0%	192,694	100.0%	3.3%
Households with Seniors	1,896	29.8%	57,813	30.0%	3.3%
Seniors Living Alone	477	7.5%	22,687	11.8%	2.1%
People with Disabilities	Sudbury	% of Sudbury	Consortium	% of Consortium	Sudbury % of Consortium
Total Population	18,760	100.0%	503,606	100.0%	3.7%
Disability Population	1,106	5.9%	43,243	8.6%	2.6%
Under 5	12	0.1%	266	0.1%	4.5%
5 To 17 Years	77	0.4%	2,879	0.6%	2.7%
18 To 34 Years	82	0.4%	5,446	1.1%	1.5%
35 To 64 Years	370	2.0%	12,210	2.4%	3.0%
65 To 74 Years	164	0.9%	6,872	1.4%	2.4%
75 Years And Over	401	2.1%	15,570	3.1%	2.6%

WALTHAM

Demographics: Waltham

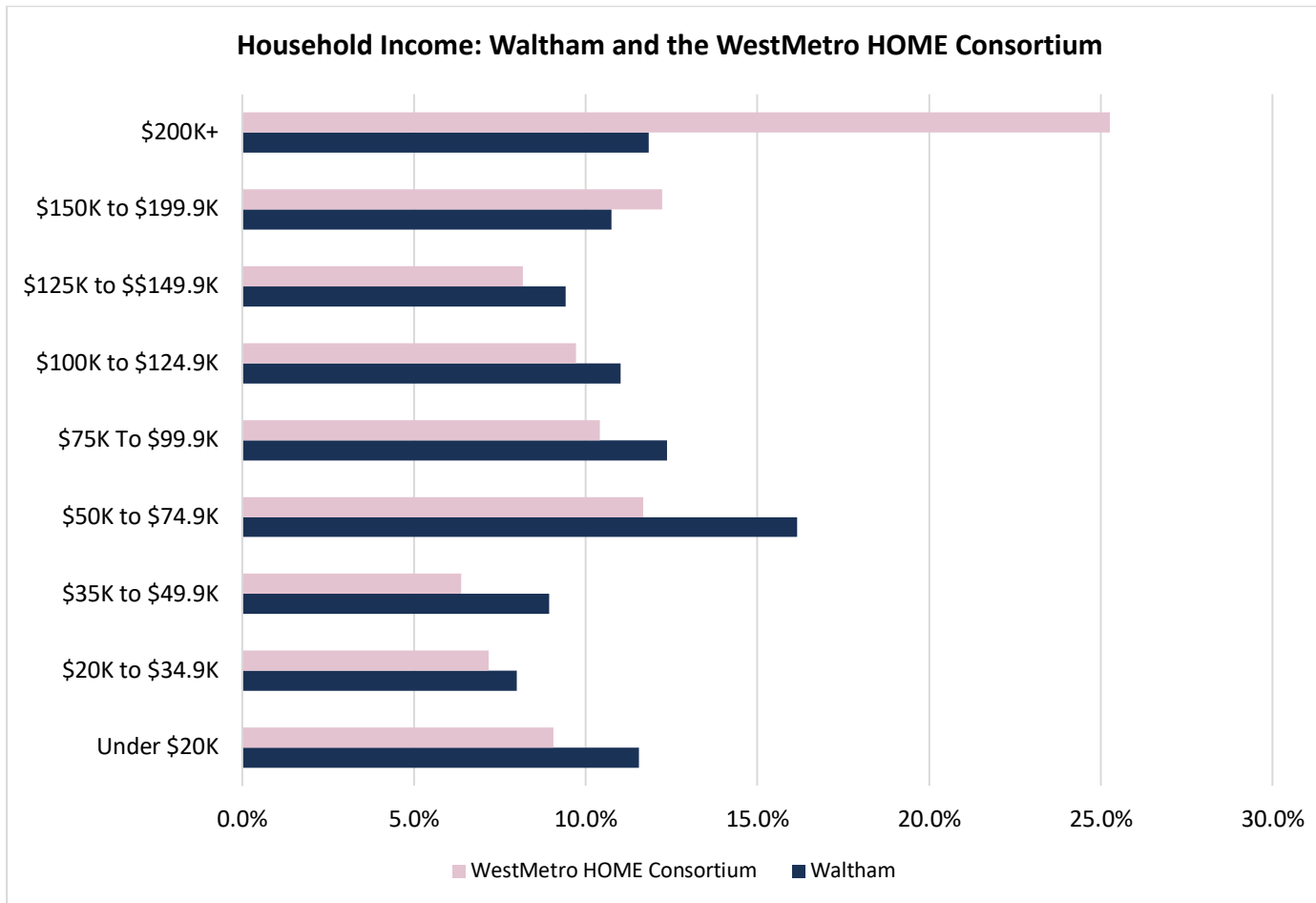


Demographics: WestMetro HOME Consortium



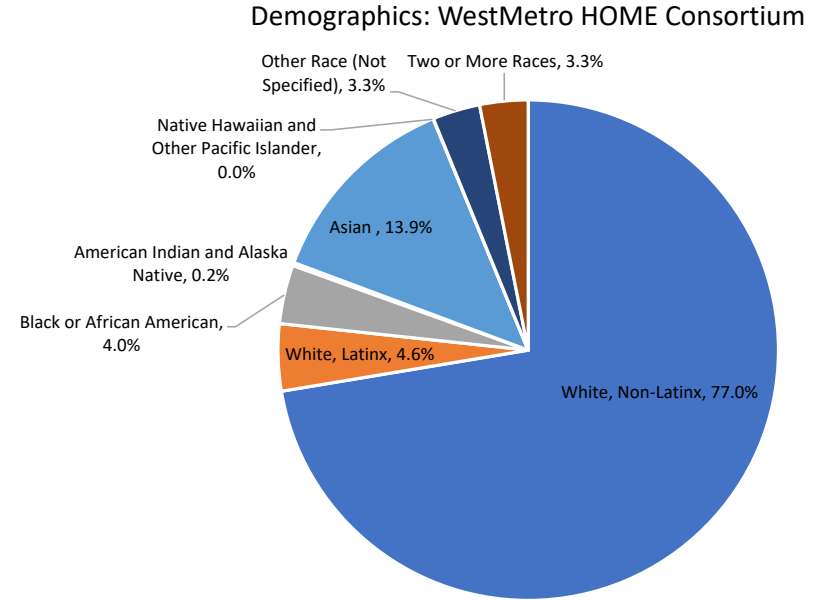
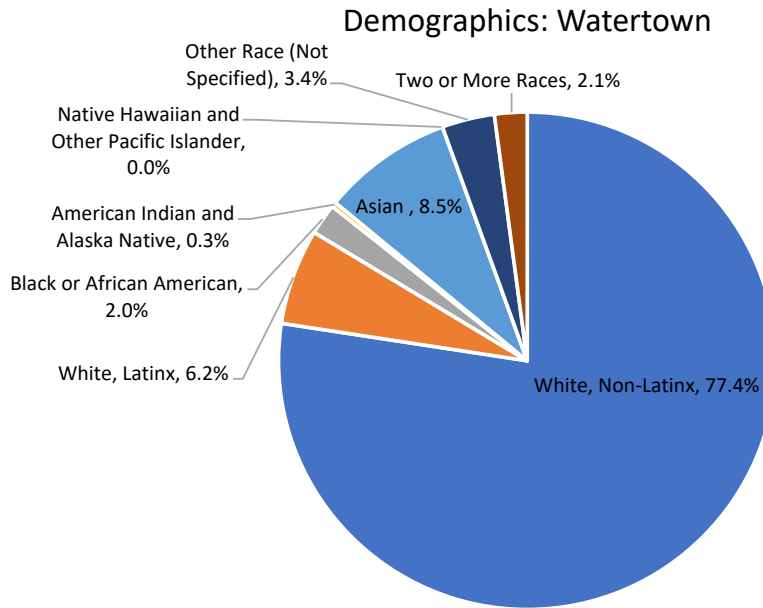
Limited English Proficiency (households)	Waltham	% of Waltham	Consortium	% of Consortium	Waltham % of Consortium
English only	15,351	65.0%	132,175	68.6%	11.6%
Limited English Speaking households	1,701	7.2%	10,449	5.4%	16.3%
Total households:	23,631	100.0%	192,694	100.0%	12.3%

Foreign-born Population	Waltham	% of Waltham	Consortium	% of Consortium	Waltham % of Consortium
Born in the US	45,104	71.6%	392,968	77.0%	11.5%
Not born in the US	17,875	28.4%	117,107	23.0%	15.3%
total:	62,979	100.0%	510,075	100.0%	12.3%



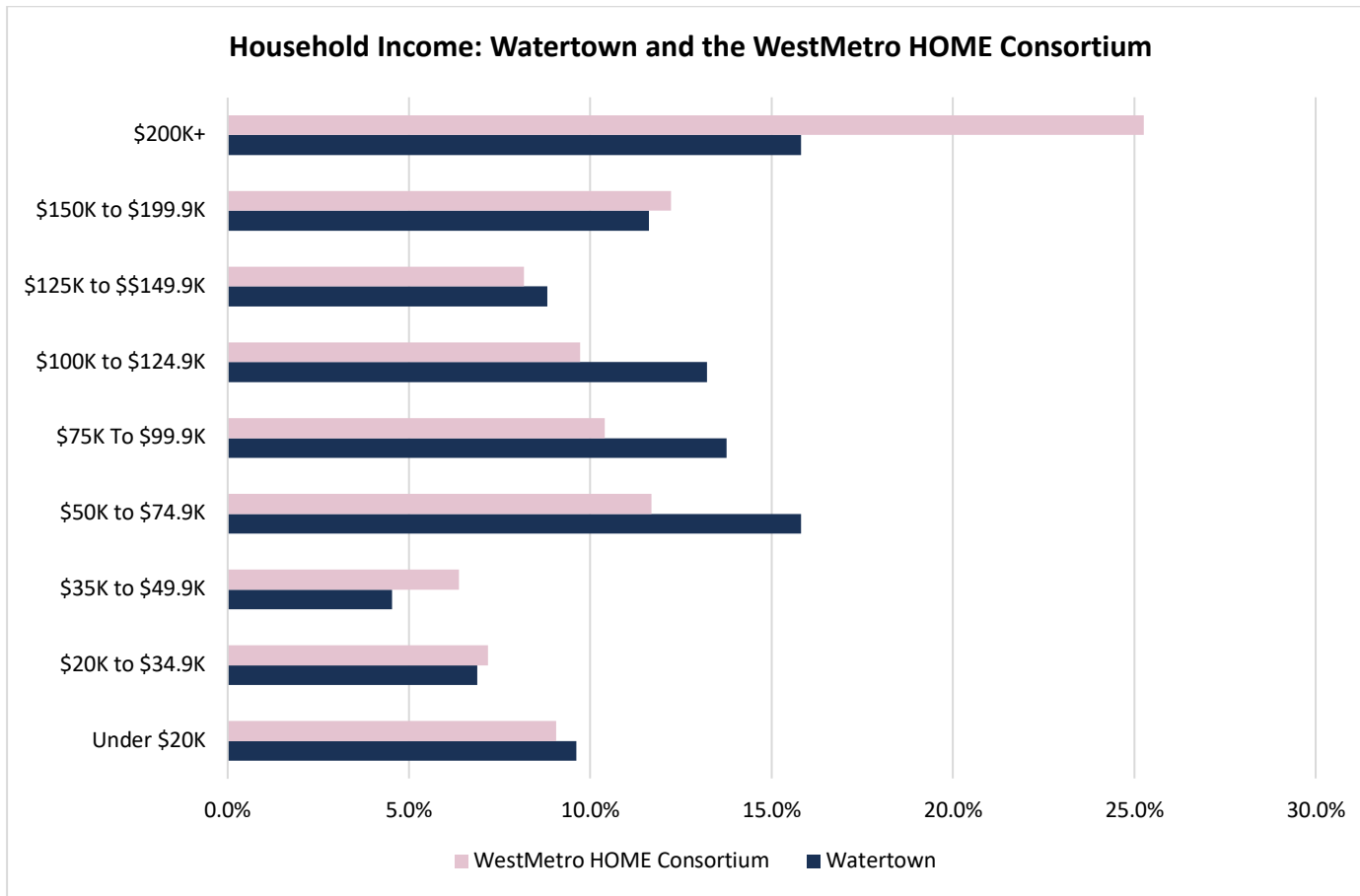
Households by Type	Waltham	% of Waltham	Consortium	% of Consortium	Waltham % of Consortium
Households	23,631	100.0%	192,694	100.0%	12.3%
Families	12,728	53.9%	126,448	65.6%	10.1%
Married Couples	9,821	41.6%	105,754	54.9%	9.3%
Single Parents	2,907	12.3%	20,694	10.7%	14.0%
Non-Family Households	10,903	46.1%	66,246	34.4%	16.5%
Single People	7,846	33.2%	51,426	26.7%	15.3%
Families by Type	Waltham	% of Waltham	Consortium	% of Consortium	Waltham % of Consortium
Families	12,728	100.0%	126,448	100.0%	10.1%
Single Parents	2,907	22.8%	20,694	16.4%	14.0%
Black	530	4.2%	2,048	1.6%	25.9%
Asian	160	1.3%	1,881	1.5%	8.5%
Latinx	691	5.4%	3,139	2.5%	22.0%
Senior Households	Waltham	% of Waltham	Consortium	% of Consortium	Waltham % of Consortium
Total Households	23,631	100.0%	192,694	100.0%	12.3%
Households with Seniors	6,174	26.1%	57,813	30.0%	10.7%
Seniors Living Alone	2,548	10.8%	22,687	11.8%	11.2%
People with Disabilities	Waltham	% of Waltham	Consortium	% of Consortium	Waltham % of Consortium
Total Population	62,765	100.0%	503,606	100.0%	12.5%
Disability Population	6,059	9.7%	43,243	8.6%	14.0%
Under 5	97	0.2%	266	0.1%	36.5%
5 To 17 Years	328	0.5%	2,879	0.6%	11.4%
18 To 34 Years	803	1.3%	5,446	1.1%	14.7%
35 To 64 Years	1,940	3.1%	12,210	2.4%	15.9%
65 To 74 Years	1,029	1.6%	6,872	1.4%	15.0%
75 Years And Over	1,862	3.0%	15,570	3.1%	12.0%

WATERTOWN



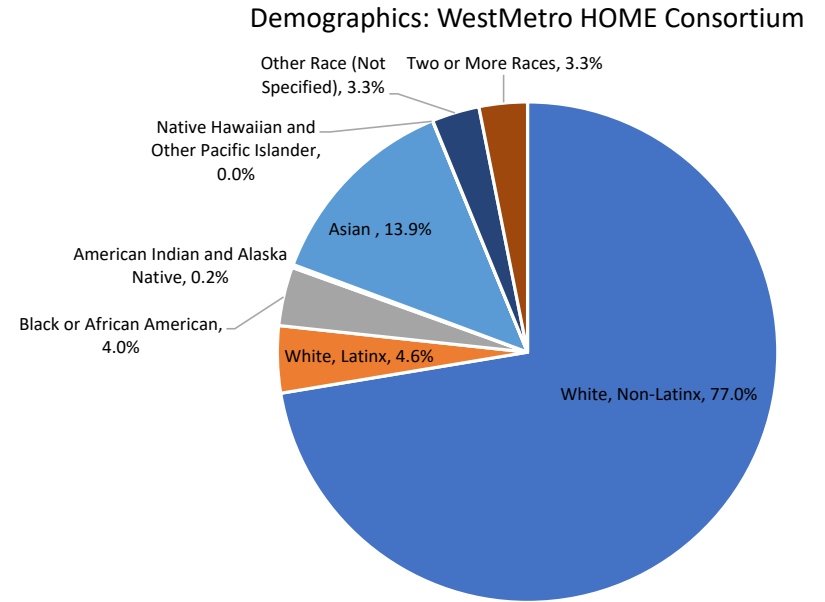
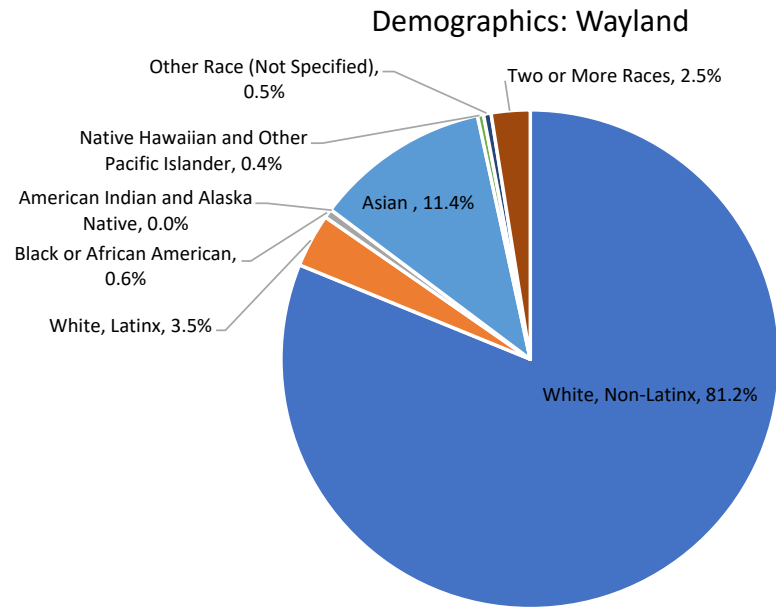
Limited English Proficiency (households)	Watertown	% of Watertown	Consortium	% of Consortium	Watertown % of Consortium
English only	10,829	69.9%	132,175	68.6%	8.2%
Limited English Speaking households	491	3.2%	10,449	5.4%	4.7%
Total households:	15,498	100.0%	192,694	100.0%	8.0%

Foreign-born Population	Watertown	% of Watertown	Consortium	% of Consortium	Watertown % of Consortium
Born in the US	27,870	79.4%	392,968	77.0%	7.1%
Not born in the US	7,233	20.6%	117,107	23.0%	6.2%
total:	35,103	100.0%	510,075	100.0%	6.9%



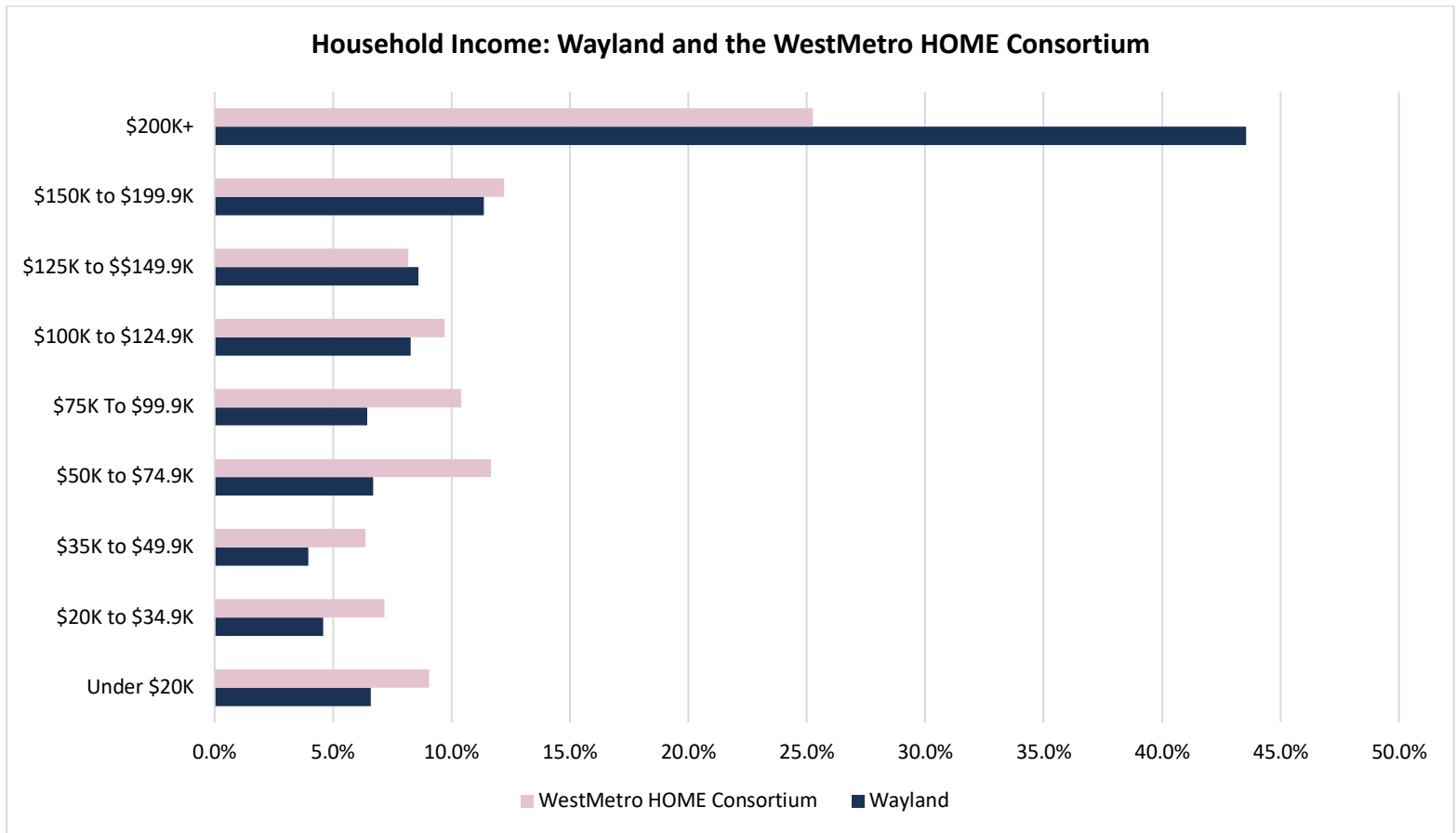
Households by Type	Watertown	% of Watertown	Consortium	% of Consortium	Watertown % of Consortium
Households	15,498	100.0%	192,694	100.0%	8.0%
Families	8,453	54.5%	126,448	65.6%	6.7%
Married Couples	6,536	42.2%	105,754	54.9%	6.2%
Single Parents	1,917	12.4%	20,694	10.7%	9.3%
Non-Family Households	7,045	45.5%	66,246	34.4%	10.6%
Single People	5,111	33.0%	51,426	26.7%	9.9%
Families by Type	Watertown	% of Watertown	Consortium	% of Consortium	Watertown % of Consortium
Families	8,453	100.0%	126,448	100.0%	6.7%
Single Parents	1,917	22.7%	20,694	16.4%	9.3%
Black	70	0.8%	2,048	1.6%	3.4%
Asian	149	1.8%	1,881	1.5%	7.9%
Latinx	305	3.6%	3,139	2.5%	9.7%
Senior Households	Watertown	% of Watertown	Consortium	% of Consortium	Watertown % of Consortium
Total Households	15,498	100.0%	192,694	100.0%	8.0%
Households with Seniors	4,290	27.7%	57,813	30.0%	7.4%
Seniors Living Alone	1,952	12.6%	22,687	11.8%	8.6%
People with Disabilities	Watertown	% of Watertown	Consortium	% of Consortium	Watertown % of Consortium
Total Population	34,955	100.0%	503,606	100.0%	6.9%
Disability Population	3,823	10.9%	43,243	8.6%	8.8%
Under 5	45	0.1%	266	0.1%	16.9%
5 To 17 Years	132	0.4%	2,879	0.6%	4.6%
18 To 34 Years	478	1.4%	5,446	1.1%	8.8%
35 To 64 Years	1,312	3.8%	12,210	2.4%	10.7%
65 To 74 Years	536	1.5%	6,872	1.4%	7.8%
75 Years And Over	1,320	3.8%	15,570	3.1%	8.5%

WAYLAND



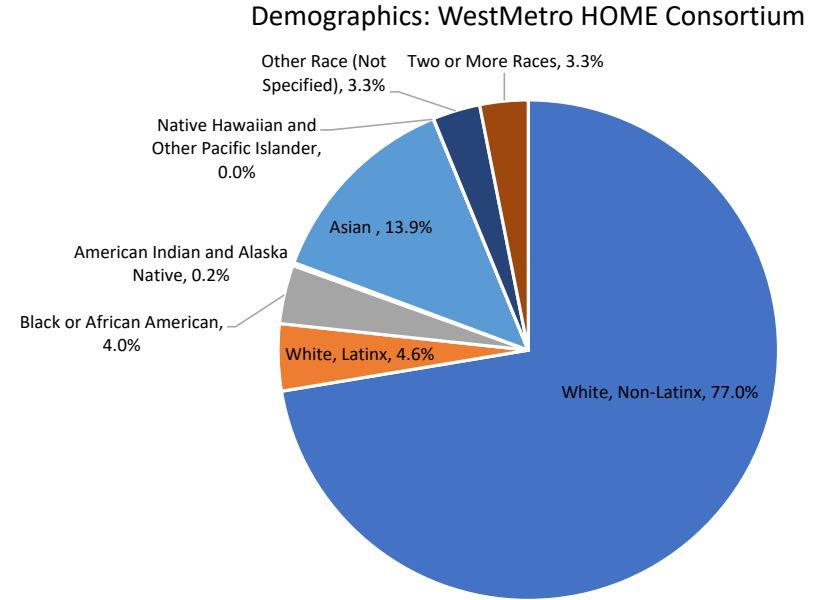
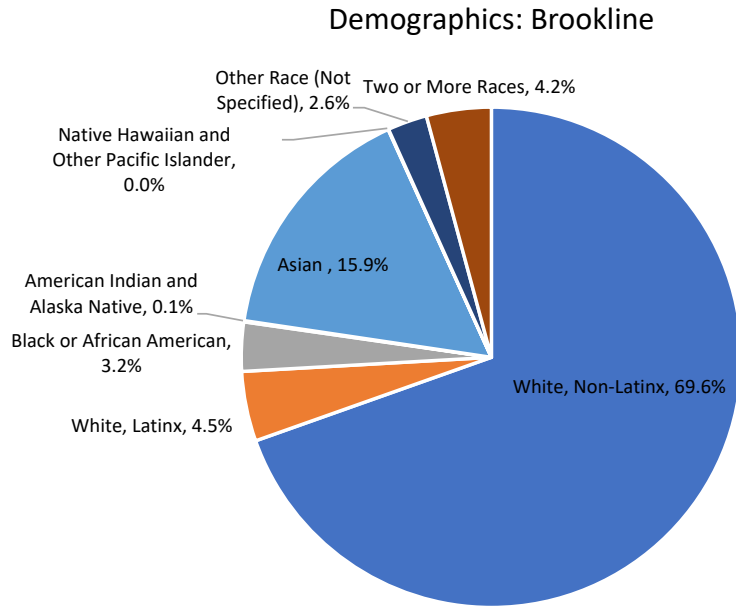
Limited English Proficiency (households)	Wayland	% of Wayland	Consortium	% of Consortium	Wayland % of Consortium
English only	3,904	79.0%	132,175	68.6%	3.0%
Limited English Speaking households	69	1.4%	10,449	5.4%	0.7%
Total households:	4,943	100.0%	192,694	100.0%	2.6%

Foreign-born Population	Wayland	% of Wayland	Consortium	% of Consortium	Wayland % of Consortium
Born in the US	11,832	86.2%	392,968	77.0%	3.0%
Not born in the US	1,888	13.8%	117,107	23.0%	1.6%
total:	13,720	100.0%	510,075	100.0%	2.7%



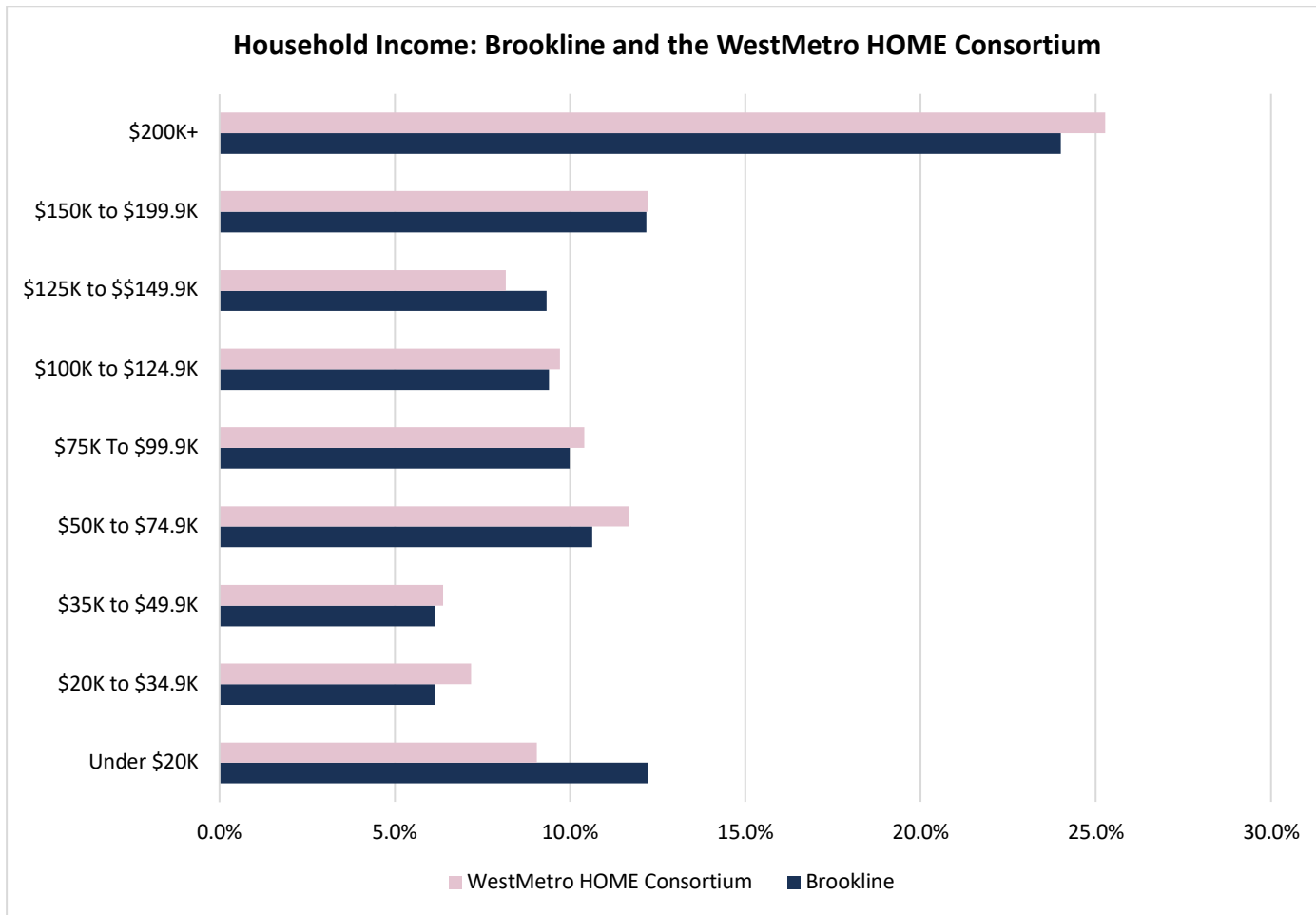
Households by Type	Wayland	% of Wayland	Consortium	% of Consortium	Wayland % of Consortium
Households	4,943	100.0%	192,694	100.0%	2.6%
Families	3,821	77.3%	126,448	65.6%	3.0%
Married Couples	3,529	71.4%	105,754	54.9%	3.3%
Single Parents	292	5.9%	20,694	10.7%	1.4%
Non-Family Households	1,122	22.7%	66,246	34.4%	1.7%
Single People	985	19.9%	51,426	26.7%	1.9%
Families by Type	Wayland	% of Wayland	Consortium	% of Consortium	Wayland % of Consortium
Families	3,821	100.0%	126,448	100.0%	3.0%
Single Parents	292	7.6%	20,694	16.4%	1.4%
Black	0	0.0%	2,048	1.6%	0.0%
Asian	13	0.3%	1,881	1.5%	0.7%
Latinx	21	0.5%	3,139	2.5%	0.7%
Senior Households	Wayland	% of Wayland	Consortium	% of Consortium	Wayland % of Consortium
Total Households	4,943	100.0%	192,694	100.0%	2.6%
Households with Seniors	1,706	34.5%	57,813	30.0%	3.0%
Seniors Living Alone	652	13.2%	22,687	11.8%	2.9%
People with Disabilities	Wayland	% of Wayland	Consortium	% of Consortium	Wayland % of Consortium
Total Population	13,682	100.0%	503,606	100.0%	2.7%
Disability Population	916	6.7%	43,243	8.6%	2.1%
Under 5	0	0.0%	266	0.1%	0.0%
5 To 17 Years	46	0.3%	2,879	0.6%	1.6%
18 To 34 Years	70	0.5%	5,446	1.1%	1.3%
35 To 64 Years	138	1.0%	12,210	2.4%	1.1%
65 To 74 Years	137	1.0%	6,872	1.4%	2.0%
75 Years And Over	525	3.8%	15,570	3.1%	3.4%

BROOKLINE



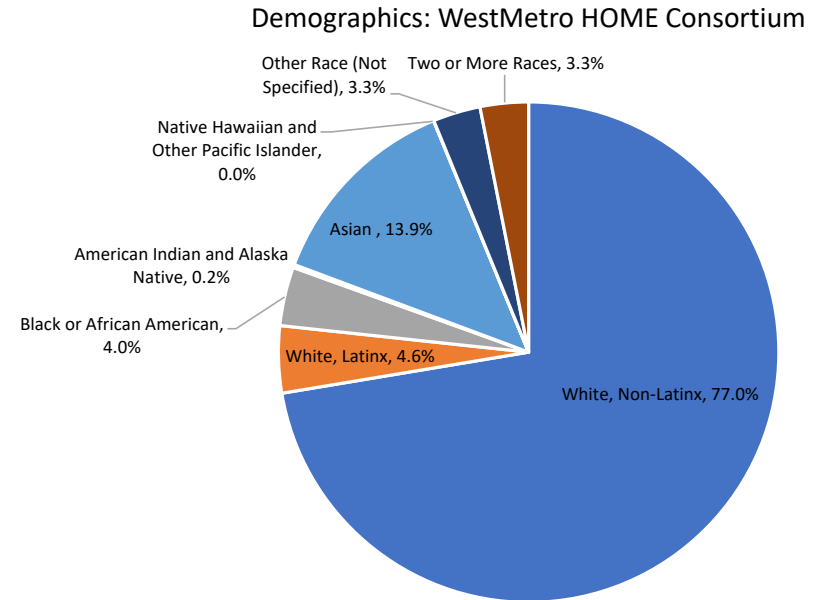
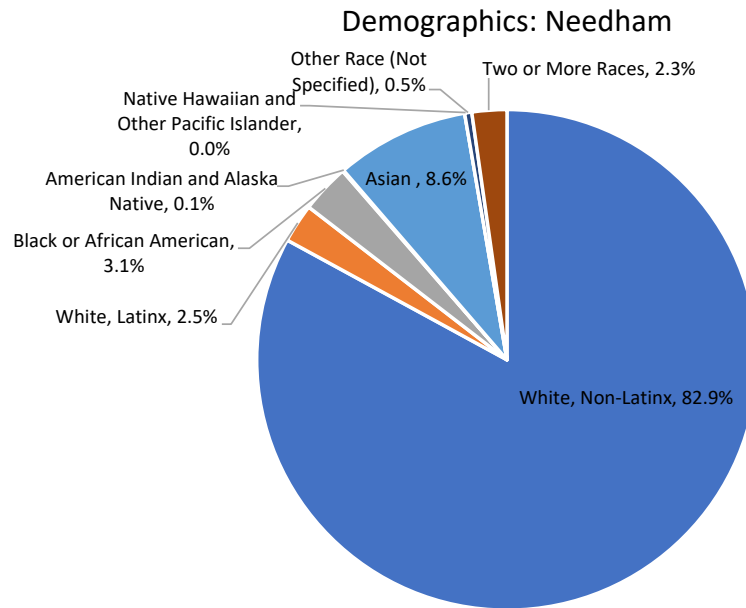
Limited English Proficiency (households)	Brookline	%		Brookline % of Consortium
		of Brookline	of Consortium	
English only	15,102	61.5%	68.6%	11.4%
Limited English Speaking households	1,703	6.9%	5.4%	16.3%
Total households:	24,541	100.0%	100.0%	12.7%

Foreign-born Population	Brookline	%		Brookline % of Consortium
		of Brookline	of Consortium	
Born in the US	42,400	71.6%	77.0%	10.8%
Not born in the US	16,834	28.4%	23.0%	14.4%
total:	59,234	100.0%	100.0%	11.6%



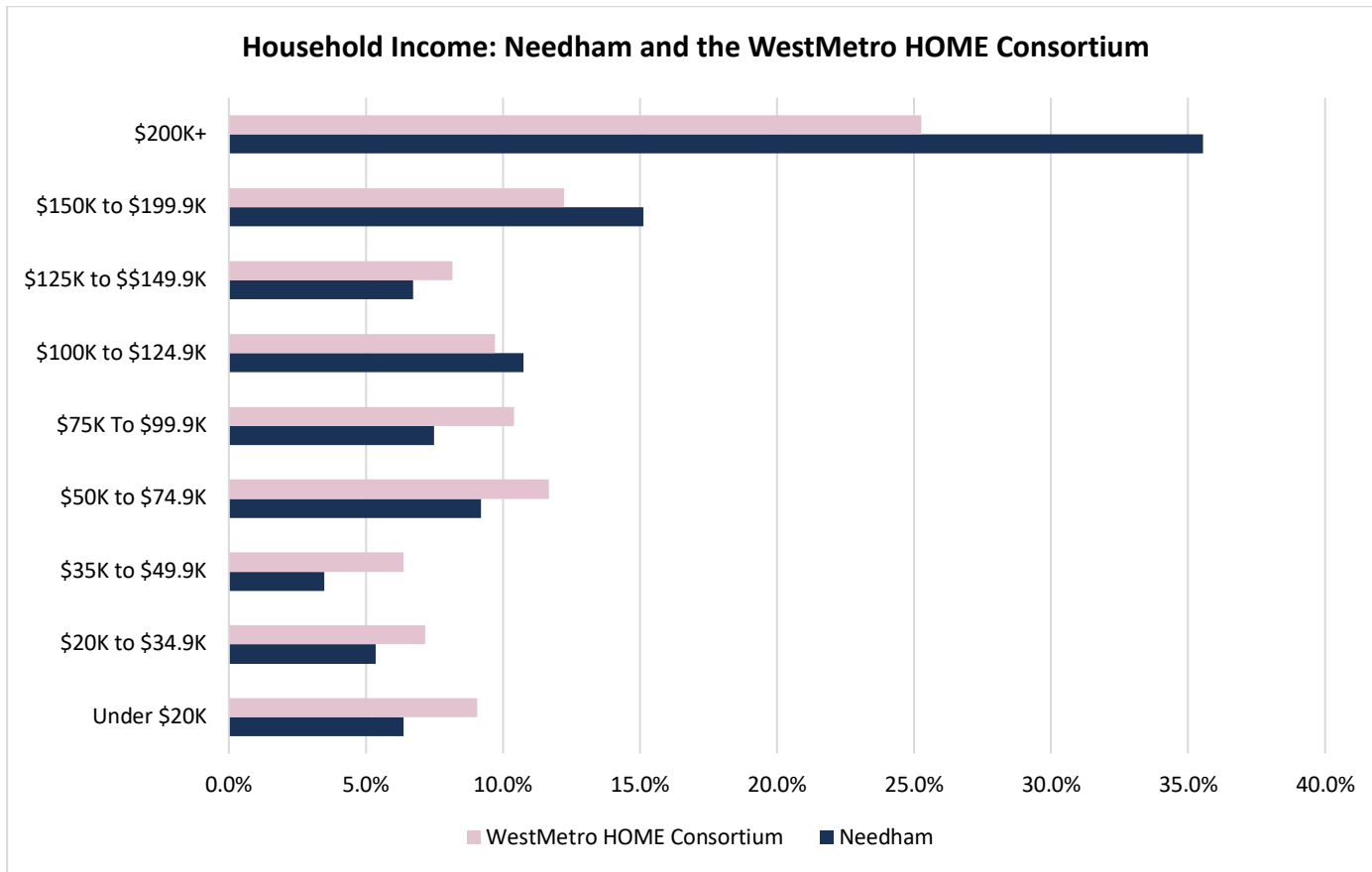
Households by Type	Brookline	% of Brookline	Consortium	% of Consortium	Brookline % of Consortium
Households	24,541	100.0%	192,694	100.0%	12.7%
Families	12,821	52.2%	126,448	65.6%	10.1%
Married Couples	10,930	44.5%	105,754	54.9%	10.3%
Single Parents	1,891	7.7%	20,694	10.7%	9.1%
Non-Family Households	11,720	47.8%	66,246	34.4%	17.7%
Single People	7,590	30.9%	51,426	26.7%	14.8%
Families by Type	Brookline	% of Brookline	Consortium	% of Consortium	Brookline % of Consortium
Families	12,821	100.0%	126,448	100.0%	10.1%
Single Parents	1,891	14.7%	20,694	16.4%	9.1%
Black	365	2.8%	2,048	1.6%	17.8%
Asian	356	2.8%	1,881	1.5%	18.9%
Latinx	267	2.1%	3,139	2.5%	8.5%
Senior Households	Brookline	% of Brookline	Consortium	% of Consortium	Brookline % of Consortium
Total Households	24,541	100.0%	192,694	100.0%	12.7%
Households with Seniors	6,552	26.7%	57,813	30.0%	11.3%
Seniors Living Alone	2,640	10.8%	22,687	11.8%	11.6%
People with Disabilities	Brookline	% of Brookline	Consortium	% of Consortium	Brookline % of Consortium
Total Population	58,739	100.0%	503,606	100.0%	11.7%
Disability Population	4,115	7.0%	43,243	8.6%	9.5%
Under 5	0	0.0%	266	0.1%	0.0%
5 To 17 Years	109	0.2%	2,879	0.6%	3.8%
18 To 34 Years	575	1.0%	5,446	1.1%	10.6%
35 To 64 Years	1,068	1.8%	12,210	2.4%	8.7%
65 To 74 Years	782	1.3%	6,872	1.4%	11.4%
75 Years And Over	1,581	2.7%	15,570	3.1%	10.2%

NEEDHAM



Limited English Proficiency (households)	Needham	% of Needham	Consortium	% of Consortium	Needham % of Consortium
English only	8,577	79.7%	132,175	68.6%	6.5%
Limited English Speaking households	379	3.5%	10,449	5.4%	3.6%
Total households:	10,765	100.0%	192,694	100.0%	5.6%

Foreign-born Population	Needham	% of Needham	Consortium	% of Consortium	Needham % of Consortium
Born in the US	26,569	86.4%	392,968	77.0%	6.8%
Not born in the US	4,166	13.6%	117,107	23.0%	3.6%
total:	30,735	100.0%	510,075	100.0%	6.0%

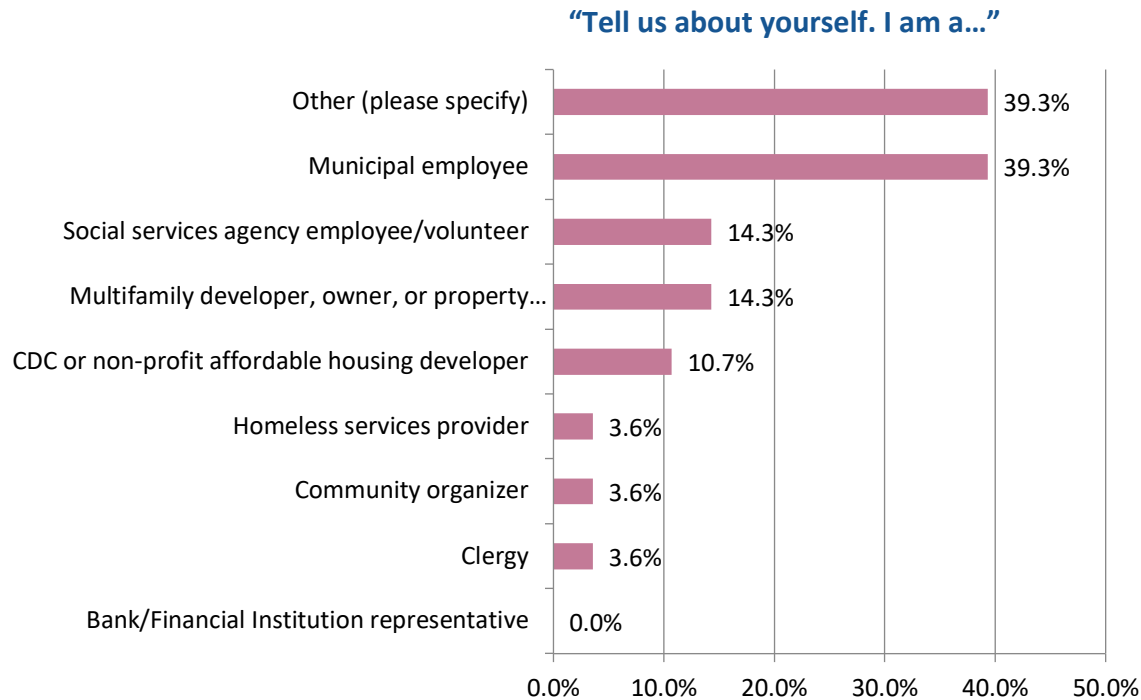


Households by Type	Needham	% of Needham	Consortium	% of Consortium	Needham % of Consortium
Households	10,765	100.0%	192,694	100.0%	5.6%
Families	8,370	77.8%	126,448	65.6%	6.6%
Married Couples	7,448	69.2%	105,754	54.9%	7.0%
Single Parents	922	8.6%	20,694	10.7%	4.5%
Non-Family Households	2,395	22.2%	66,246	34.4%	3.6%
Single People	2,217	20.6%	51,426	26.7%	4.3%
Families by Type	Needham	% of Needham	Consortium	% of Consortium	Needham % of Consortium
Families	8,370	100.0%	126,448	100.0%	6.6%
Single Parents	922	11.0%	20,694	16.4%	4.5%
Black	189	2.3%	2,048	1.6%	9.2%
Asian	67	0.8%	1,881	1.5%	3.6%
Latinx	16	0.2%	3,139	2.5%	0.5%
Senior Households	Needham	% of Needham	Consortium	% of Consortium	Needham % of Consortium
Total Households	10,765	100.0%	192,694	100.0%	5.6%
Households with Seniors	3,832	35.6%	57,813	30.0%	6.6%
Seniors Living Alone	1,527	14.2%	22,687	11.8%	6.7%
People with Disabilities	Needham	% of Needham	Consortium	% of Consortium	Needham % of Consortium
Total Population	30,250	100.0%	503,606	100.0%	6.0%
Disability Population	2,140	7.1%	43,243	8.6%	4.9%
Under 5	0	0.0%	266	0.1%	0.0%
5 To 17 Years	166	0.5%	2,879	0.6%	5.8%
18 To 34 Years	245	0.8%	5,446	1.1%	4.5%
35 To 64 Years	447	1.5%	12,210	2.4%	3.7%
65 To 74 Years	485	1.6%	6,872	1.4%	7.1%
75 Years And Over	797	2.6%	15,570	3.1%	5.1%

APPENDIX B. SUMMARY: RESPONSES TO SURVEYS

■ About the Survey Participants

Of the 28 participants, most (39 percent) identified as municipal employees or other. Of those who responded “Other,” the most common responses were various committee or board members.

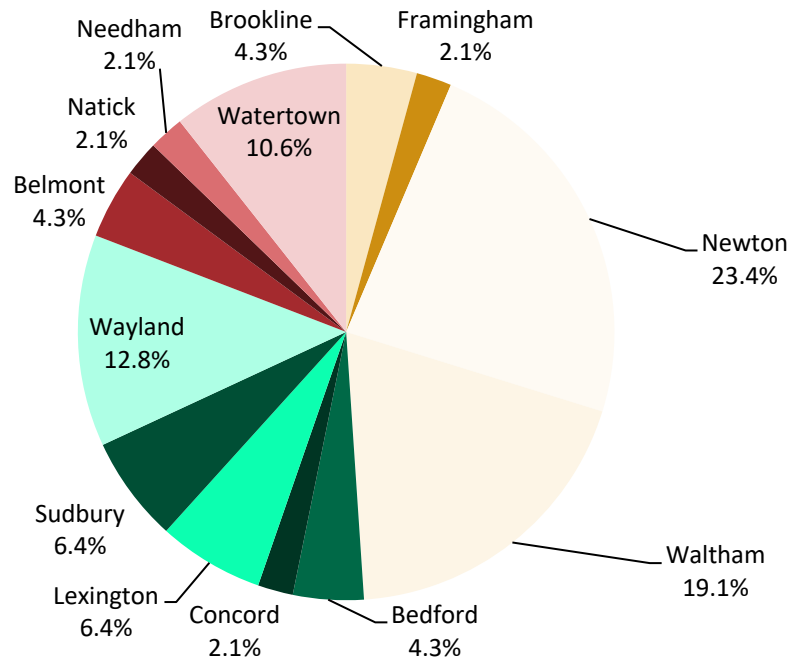


■ WestMetro communities

All 13 communities were represented in the survey responses. The survey was also distributed to regional housing partners so some participants worked with multiple communities. Newton had the most responses (11 or 23 percent) followed by Waltham (9 responses or 19 percent), Wayland (6 or almost 13 percent), and Watertown (5 responses or 10.6 percent). A third of responses

were from RHSO communities, shown in **BLUE** below, while half of responses were from Entitlement communities, shown in **GREEN** below.

“Which WestMetro Community(ies) do you work with in an official capacity?”



Of the 10 survey participants who manage multifamily units, 9 said that they have tenants with Section 8 housing vouchers.

■ Housing need

The majority of responses (85.7 percent or 24 responses) said that there was a “Great Need” or “Extreme Need” for housing in their communities. Participants from the same community said that their community had “Average Need” and “Extreme Need.” Some participants could have responded “Average Need” recognizing that the entire MetroBoston region is in the midst of a housing crisis.



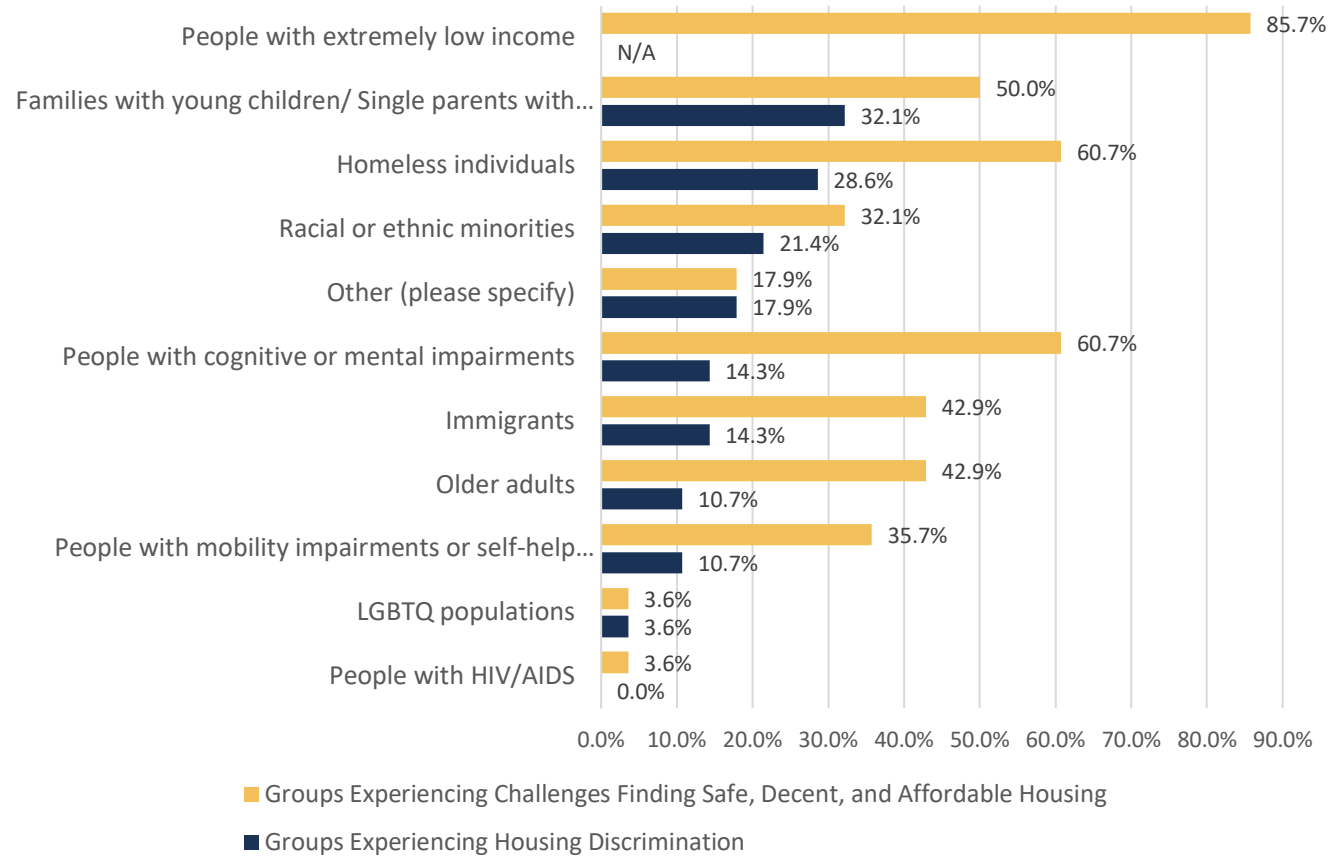
■ Groups experiencing housing discrimination and/or challenged in finding affordable housing

Participants were asked to identify which groups are challenged to find safe, decent, and affordable housing (shown in **YELLOW-ORANGE** below) and which groups are experiencing housing discrimination (shown in **BLUE** below).

People with extremely low-incomes (24 responses), people with cognitive, mental, or emotional disabilities (17 responses), and homeless individuals (17 responses) were the top three groups who have challenges finding safe, decent, and affordable housing. Of those who know groups experiencing discrimination¹¹, families with young children (9 responses), homeless individuals (8 responses), and racial or ethnic minorities (6 responses) were the top three groups experiencing housing discrimination. Participants noted that local preference and lack of (public) transportation in communities limits immigrants and minorities.

Other groups who are challenged finding safe, decent, and affordable housing highlighted by participants included retired municipal workers (including police, firemen, or teachers), moderate-income and a community’s workforce. Other groups experiencing housing discrimination highlighted by participants include families with Section 8 vouchers or other housing vouchers and lower-income households lacking credit.

¹¹ 10 responses said they do not know anyone experiencing housing discrimination.



■ Housing Challenges for Low-Income Residents

The top cited challenge (24 responses or almost 86 percent) for low-income residents in WestMetro communities was that “Affordable Housing” is not affordable to those residents who need it. Other common challenges included a long waiting list for public housing or Section 8 vouchers (16 responses or 57 percent) and limited to no access to public transportation (7 responses or 25 percent).

Housing Challenges for Low-Income Residents	Responses	
“Affordable” housing is not affordable to people who need it	85.7%	24
Waiting list for public housing or Section 8 is too long	57.1%	16
Limited/no access to public transit	25.0%	7
Not enough money for first/last/security deposit	21.4%	6
Lack of appropriate housing choices (i.e. the types of units available do not match the type of units needed)	21.4%	6
Inadequate supply of affordable housing in good repair/meets code/is free of lead paint	17.9%	5
Lack of accessible units	14.3%	4
Difficulty finding decent affordable housing in safe neighborhoods	10.7%	3
Difficulty navigating the housing search / lack of knowledge about affordable housing locations and resources	7.1%	2
Landlords refusing to accept Section 8 assistance	7.1%	2
Limited/No access to employment, goods, and services	7.1%	2
Difficulty qualifying for a mortgage	3.6%	1
Language barriers	3.6%	1

■ Fair Housing

High housing costs was a clear concern for survey participants across all questions. The majority (23 responses or 82 percent) said that the **cost of rental housing** and more than a third of responses (35 percent or 10 responses) said the **cost of for-sale housing** was the most significant fair housing concern for the community or communities that they work with. Almost two-thirds of

participants (64 percent or 18 responses) said that **availability of rental housing** was also concern. Zoning and permitting was another top fair housing concern among responses (35 percent or 10 responses).

Fair Housing Concerns	Responses	
Cost of rental housing	82.1%	23
Availability of rental housing	64.3%	18
Cost of for-sale housing	35.7%	10
Zoning and permitting	35.7%	10
Discrimination against lower-income households	17.9%	5
Neighborhood or community development policies	10.7%	3
Property assessment and tax policies	7.1%	2
Other (please specify)	7.1%	2
Occupancy standards/health and safety codes	3.6%	1
Availability of for-sale housing	0.0%	0
Housing appraisal or insurance underwriting practices		
Mortgage lending practices		

■ Regional fair housing observations

- "Closer in" towns are more desirable to low income households and are generally better served by public transit. Going "further out" can make the logistics of life just too hard.
- Framingham has many diverse neighborhoods, each with opportunities and challenges of their own. Although there is a robust public transportation system during the weekdays. Often people working in the service sector live a significant distance from their jobs.

- In Lexington, the lack of an inclusionary housing bylaw results in the lack of requiring affordable unit in their special permit residential projects.
- Holliston has established a committee to search for options for seniors who want to downsize and remain in the town but don't qualify for affordable housing. Many other communities face or will soon face similar problems.
- In communities with larger immigrant populations, there is a lot of discrimination.
- Regionally, communities seem to have very different perspectives on the creation of affordable housing and whether it should be actively encouraged. Many communities that have already met or are above the 10% SHI threshold are not very motivated to create more affordable housing.
- There is no mechanism that evaluates whether the communities are adhering to or meeting any of the goals set forth in the plan submitted to HUD.
- Waltham needs an easier path for non-profit housing development
- Wealthy towns should also have to accept some responsibility for homeless or low income housing needs not just "affordable housing." In addition to having multiple low income housing projects and dozens of group homes for varying disabilities and needs, my city also has a disproportionately high number of section 8 voucher users that is not included when speaking of housing in general. I would like to see a new metric formed where low income, affordable and Section 8 vouchers are combined compared to total housing stock. This metric would show which communities are doing less than, equal to or more than their fair share when dealing with housing.

■ Other Thoughts for the Project Team

- Affordable housing is not affordable to those who need it most, and public housing option waitlists are so long that it can take families over 5 years or more to be housed. In the meantime, families are continuing to experience extreme poverty while they wait for a stable option.
- Due to high property costs, employees of the town have to commute long distances. This situation also makes it difficult to hire. Middle income groups are also frozen out of home ownership because of this
- Families struggle to come up with first last and security- access, eligibility and ease of applications are very important.
- From the WHA prospective, cost is the major complaint and impediment to obtaining housing in Wayland, surrounding communities, and Eastern Massachusetts.
- In both my present community and my past community there is a great demand for entry level/start homes - often older units are being purchased by developers, renovated, and flipped at a much higher price than a first time home buyer can afford or being reconstructed to a size that is much too large for a couple who have no children. Also the options for older adults to stay in their community and downsize often does not exist. Either there is limited housing stock or the

price of housing exceeds what can be afforded. There is a need for moderate housing regulations that creates moderate housing units, which supports those whom work service jobs that don't qualify

- In my community and beyond, there is not enough accessible housing that is truly affordable, i.e. households with incomes at or below 50% AMI. Many people with disabilities are underemployed or unemployed and live on a SSDI or SSI and have to 'get lucky' in a lottery, and, even then, often there are not enough fully accessible rental units that are truly affordable with their low income.
- In Wayland we have the key problems of: large lot zoning, no town-wide sewer, necessitating individual septic systems, no rental zoning as-of-right, and relatively little buildable land. Much of the vacant land is either unbuildable due to environmental factors or privately owned and therefore very expensive. There is currently a government-owned parcel with decent units that could be used for affordable housing, that were once military housing, but we are told they will sell the land to the highest bidder. And, recently, when a possible town-owned parcel was identified, the neighbors got very organized very quickly and were able to stop the development of affordable housing.
- Liberalize in-law unit regs
- Newton's Mayor and City Council have been working on zoning reform for almost 10 years and have made very little progress toward fair housing goals such as expanding multi-family zoning. The City Council, which is the special permit granting authority, is heavily influenced by neighborhood opposition to residential development that includes affordable housing. The membership of the Zoning Board of Appeals, which grants comprehensive permits under Chapter 40B, is more heavily weighted against residential development than in the past, which slows the approval process and increases development costs, even though Newton has not reached any of the safe harbors.
- Possibly the lack of good model bylaws. We've talked a lot about ADUs but some members are concerned about unforeseen consequences in the available model.
- Recent affordable housing gains in Newton are somewhat misleading - we are building a lot of very shallowly affordable units, and almost no deeply affordable units.
- Research extent to which policies, practices of elected officials and municipal departments promote or impede fair housing.
- Short-term rentals have taken a lot of housing off the market. They need to be limited and strongly regulated.
- Some property owners try to decline households because of their family size for the available unit. We have to constantly remind owners (and applicants) that the only rules are the state sanitary code - which allows for quite a few people per unit.
- the institutions, such as the Metropolitan State Hospital and the Middlesex County Hospital and the Fernald Institute should have stayed in business, and the state should have upgraded each facility and that would have helped some people in the populations of today

- There is a great need for mental health/ social worker support in low income housing communities. I hope you keep this in mind when dealing with housing needs.
- Very low income people, even those with Section 8 vouchers cannot pay rent, utilities, food and childcare from their limited income.
- We have begun to study the way developers (or their representatives) do the affordable lotteries. Concern has been raised about the language in their advertising which might discourage persons or families with Section 8 or other housing vouchers from applying. The permitting process in Newton poses a barrier for some developers to build affordable units.
- We need to build more Federal Housing Units.
- Zoning remains an impediment to the creation of diverse housing stock, especially for smaller units that might be more accessible income-wise for a greater diversity of population.

APPENDIX C. OFFICIALS AND ORGANIZATIONS WITH RELATIONSHIP TO FAIR HOUSING

Part 1. City/Town Officials

<i>Municipality</i>	<i>Municipal Departments and Divisions</i>	<i>Municipal Boards, Councils, Committees, Commissions, and Trusts</i>	<i>Housing Authorities</i>
<i>Bedford</i>	Town Manager Planning Department Building Department	Board of Selectmen Planning Board Zoning Board of Appeals Bedford Affordable Housing Trust Bedford Housing Partnership	Bedford Housing Authority
<i>Belmont</i>	Town Administrator Community Development - Planning Division Belmont Housing Authority Belmont Housing Trust Building Department	Board of Health Board of Selectmen Council on Aging Planning Board Zoning Board of Appeals	Belmont Housing Authority
<i>Brookline</i>	Town Administrator Housing Advisory Board Brookline Health Department Veterans Services Planning and Community Development Department Police Dept (as advocates for Domestic Violence Victims) Building Department	Board of Selectmen Planning Board Zoning By-Law Committee Commission for Diversity, Inclusion, & Community Relations Commission for the Disabled Council on Aging Age Friendly Cities Committee Commission for Women Town Meeting Housing Advisory Board	Brookline Housing Authority

<i>Municipality</i>	<i>Municipal Departments and Divisions</i>	<i>Municipal Boards, Councils, Committees, Commissions, and Trusts</i>	<i>Housing Authorities</i>
<i>Concord</i>	Town Manager Planning Division Building Department	Board of Selectmen Planning Board Zoning Board of Appeals Concord Housing Development Corporation Concord Housing Foundation	Concord Housing Authority
<i>Framingham</i>	Town Manager Planning Board Building Department	Board of Selectmen Planning Board Zoning Board of Appeals Economic Development and Industrial Corporation (EDIC) Framingham Downtown Renaissance (FDR) Community Development Committee Framingham Disabilities Commission Standing Committee on Planning and Zoning Conservation Commission Framingham Housing Authority	Framingham Housing Authority
<i>Lexington</i>	Town Manager Planning Department Building Department	Board of Selectmen Planning Board Zoning Board of Appeals Lexington Housing Partnership Lexington Housing Assistance Board (LexHAB) Human Services	Lexington Housing Authority

<i>Municipality</i>	<i>Municipal Departments and Divisions</i>	<i>Municipal Boards, Councils, Committees, Commissions, and Trusts</i>	<i>Housing Authorities</i>
<i>Natick</i>	Town Administrator Community Development Building Department	Board of Selectmen Planning Board Zoning Board Natick Affordable Housing Trust Board of Assessors Board of Health Commission on Disability Community Development Advisory Committee Council on Aging Economic Development Committee	Natick Housing Authority
<i>Needham</i>	Town Manager Planning Department Building Department	Board of Selectmen Human Rights Committee Planning Board Zoning Board of Appeals	Needham Housing Authority
<i>Newton</i>	Mayor's Office Planning and Development Building Department	Board of Aldermen Planning & Development Board Zoning Board of Appeals Newton Housing Partnership Fair Housing Committee Human Services Advisory Committee Commission on Disability Human Rights Commission	Newton Housing Authority
<i>Sudbury</i>	Town Manager Planning and Community Development Building Department	Board of Selectmen Planning Board Zoning Board of Appeals Sudbury Housing Trust	Sudbury Housing Authority

<i>Municipality</i>	<i>Municipal Departments and Divisions</i>	<i>Municipal Boards, Councils, Committees, Commissions, and Trusts</i>	<i>Housing Authorities</i>
<i>Waltham</i>	Mayor's Office Planning Department Building Department Health Department	City Council Planning Board Zoning Board of Appeals Community Preservation Committee Affordable Housing Trust Fund Committee Disability Commission Waltham Housing Authority	Waltham Housing Authority
<i>Watertown</i>	Town Manager Planning and Community Development Building Department	Town Council Planning Board Zoning Board of Appeals Watertown Housing Partnership Commission on Disability	Watertown Housing Authority
<i>Wayland</i>	Town Administrator Planning Department Building Department	Board of Selectmen Planning Board Zoning Board of Appeals Wayland Housing Authority	Wayland Housing Authority

Part II. Private-Sector Partners

Name	Description	Reach
Charles River Center	The Charles River Center is a private, nonprofit human service agency headquartered in Needham, Massachusetts, providing employment and job training, residential homes, day habilitation, and recreational programs for children and adults with Down syndrome, autism, cerebral palsy and other developmental disabilities.	Regional
Citizens Housing and Planning Association	CHAPA’s mission is to encourage the production and preservation of housing that is affordable to low and moderate-income families and individuals and to foster diverse and sustainable communities through planning and community development.	Statewide
Community Day Center (Waltham)	The Day Center provides day shelter and support services to those who face complex challenges including physical and emotional abuse, domestic violence, physical disabilities, mental illness, poverty, homelessness, joblessness, and the destructive coping dependencies that lead them into alcoholism, drug addiction and legal issues.	Local
Fair Housing and Equal Opportunity Office – Boston Regional Office	The Fair Housing Center and Equal Opportunity Office, like HUD, is organized in ten Regions. In each Region the office enforces fair housing laws; conducts training, outreach, and compliance monitoring; and works with state and local agencies to administer fair housing programs.	Regional
Family Promise	Family Promise’s mission is to help homeless and low-income families achieve sustainable independence through a community-based response.	Statewide
Greater Waltham Association for Retarded Citizens	GWArc’s mission is to serve children, adolescents and adults with intellectual and developmental disabilities and their families in the community, utilizing a person-centered planning approach. They provide quality, flexible programs, services and supports which maximize independence, foster inclusion, promote self-advocacy and build community connections.	Local
Massachusetts Commission Against Discrimination	The MCAD was established in 1946 as the state’s chief civil rights agency charged with the authority to investigate, prosecute, adjudicate and resolve cases of discrimination. Led by three Commissioners, one who serves as chair, the MCAD enforces the state’s anti-discrimination laws in employment, housing, credit, public accommodations and access to education, on behalf of individuals in numerous protected categories (including race, color, creed, national origin, age, disability, gender and sexual orientation).	Statewide
Metropolitan Area Planning Council	The Metropolitan Area Planning Council (MAPC) is the regional planning agency serving the people who live and work in the 101 cities and towns of Metropolitan Boston. MAPC works toward sound municipal management, sustainable land use, protection of natural resources, efficient and affordable transportation, a diverse housing stock, public safety, economic development, clean energy, healthy communities, an informed public, and equity and opportunity among people of all backgrounds.	Regional

Name	Description	Reach
Metro West Collaborative Development	Metro West Collaborative Development is a private non-profit community development corporation. The mission of Metro West CD is to organize residents, resources and good ideas to resolve community problems and improve the quality of life for all members of our Metro West neighborhoods.	Regional
Metropolitan Boston Housing Partnership	MBHP's mission is to ensure that the region's low- and moderate-income individuals and families have choice and mobility in finding and retaining decent, affordable housing. All our programs are designed to encourage housing stability, increase economic self-sufficiency, and enhance the quality of the lives of those they serve.	Regional
Middlesex Human Service Agency	The mission of Middlesex Human Service Agency, Inc. is to improve the quality of life and independent functioning of a wide variety of clients through the delivery of an extensive system of community-based substance abuse and social service programs.	Regional
Preservation of Affordable Housing	Preservation of Affordable Housing (POAH) is a nonprofit organization whose mission is to preserve and steward affordable rental housing to provide stability, hope and economic security to low- and moderate-income individuals and families.	Statewide
Regional Housing Services Office	The Regional Housing Services Office (RHSO) is a collaboration between the member towns of Acton, Bedford, Burlington, Concord, Lexington, Sudbury and Weston. Formed in 2011 through an Inter-Municipal Agreement with assistance from Metropolitan Area Planning Council (MAPC), the regional planning agency for Greater Boston, the RHSO serves its member towns by assisting with the municipal function of affordable housing, including proactive monitoring, program administration, project development and resident assistance.	Regional
South Middlesex Opportunity Council	SMOC's mission is to improve the quality of life of low-income and disadvantaged individuals and families by advocating for their needs and rights, to provide services, to educate the community, to build a community of support, and to participate in coalitions with other advocates and searching for new resources and partnerships.	Regional
WATCH CDC	WATCH seeks to connect, convene and empower a wide range of community members in order to accomplish social and economic justice goals and to create a community in which all residents, including low and middle income people, immigrants and others who are traditionally disadvantaged or removed from existing power structures, have a voice and can influence decisions, such that social decisions benefit the whole community and not just a few.	Regional

Name	Description	Reach
Watertown Service Provider Network	The Watertown Service Provider Network (WSPN) is an informal group of social service agencies that provide services to Watertown residents. The group meets two-three times per year to share information about programs, problems and opportunities for joint activities.	Local
Wayside Multi-Service Center (Wayside Youth and Family) (Watertown)	The Wayside Multi-Service Center is a prevention, outreach and counseling service center for the diverse population of Watertown and surrounding communities. Community and outreach activities include involvement in the Watertown Youth Coalition, community peer leadership programs, HIV/AIDS, substance abuse, violence and gang prevention in minority communities, school-based services, youth development outreach, and after-school programs.	Local

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From: Robert Kozlowski <bobkoz@mac.com>

Date: Jan 8, 2021 at 12:58 PM

To: Terri Ackerman <tackerman@concordma.gov>, Susan Bates <sbates@concordma.gov>, Linda Escobedo <lescobedo@concordma.gov>, Matthew Johnson <mjohnson@concordma.gov>, Jane Hotchkiss <jhotchkiss@concordma.gov>

Cc: Marcia Rasmussen <mrasmussen@concordma.gov>, Andrew Mara <amara@concordma.gov>

Subject: Reformatory Branch Trail

I read in the Concord Journal that there are plans (maybe, just ideas) to extend the Minuteman Rail Trail to Concord Center as Bedford intends to pave the extension of the Minuteman Trail to the Concord-Bedford line. I fully support this. The Bruce Freeman Advisory Committee's charge should be expanded to include planning of any Reformatory Trail changes.

Unlike those who will tell you than paving the Reformatory Trail will prevent use by walkers and other uses, in favor of biking, I disagree. Clever configuration of the trail (as in Acton where this is a relatively wide crushed gravel shoulder along the paved trail that walkers use when bikers pass) will make the trail useful to all. Just look at how well used the Minuteman Trail is near Lexington Center by recreational users of all types, even though there are a large number of bikes that pass through the area.

Bob Kozlowski

[62 Birch Dr.](#)

Dear Chair Ms. Escobedo and Member of the Concord Select Board,

This is in anticipation of the BFRTAC co-Chairs planning to submit a request to extend the Committee's charge to include the Reformatory Branch Trail:

There are a large number of current users of this trail who are concerned about this request. We intend to submit more comprehensive letters to the BFRTAC, which is to discuss the matter on January 7th, and to the Select Board.

Meanwhile, we ask that when the Select Board discusses this matter, members of the public be included in the discussion during deliberations (i.e. not only at public comments.)

The Reformatory Branch Trail is a current multi use trail serving pedestrians, joggers, dog walkers as well as recreational and fast bikers. Children use it also to bicycle to school.

It is not an underutilized trail as stated by the first letter that the co-Chairs sent to you. The Bruce Freeman Rail Trail started out as barely a walking trail, with railroad ties in place.

That's not the case here.

Moreover, the BFRT was a very contentious process, and while the Committee offered a plan for stabilized dirt for part of the trail, it took a citizen petition article at Town Meeting with professional publicity to override years of meticulous consideration to have it paved.

There were concerns about harm to White Pond as a result, and we think some of these concerns have proved correct.

We have multiple concerns about safety and destruction of an existing, multi-use, lovely trail, i.e. the RBT, being taken over in order to satisfy commuter biking interests with backing from private groups in other towns or state-wide.

This is very different from the overall bicycling interests that were brought for your consideration on December 16th, 2019. That was about safety and comfort for all cyclists.

We support that request of having a Cycling Committee instead.

For now, we request that when the matter is taken up by the Select Board, members of the public be allowed to speak before any vote is taken or a decision made.

Thank you,

Mark and Tanya Gailus