SELECTMEN’S MEETING
TENTATIVE AGENDA
Juliani Room, Town Hall
7:00 pm Monday, January 6, 2020

- 7:00 Call to Order
- 7:01 Citizen Speak
- 7:03 Announcements
- 7:05 Vote Wellesley Police Appointments – Two Patrol Officers
- 7:20 Discuss and Vote Passport Contract Renewal and Pay by Phone Contract
- 7:40 Discuss and Vote Change in Manager for Alcohol License – Whole Foods
- 7:50 Discuss and Vote Supplemental Winter Maintenance Budget Request – DPW
- 8:00 Executive Director’s Report
  - Accept Gift – COA second distribution from Richard A. Campana Trust
  - Vote DBA Change for Alcohol License – Great Wok
  - Vote Park & Tree 2019 Arbor Day Proclamation
  - Vote NRC BYOBag Proclamation, January 2020
  - Vote to Appoint Wellesley Police Crossing Guard
- 8:25 Liaison Updates
- 8:35 New Business and Other Correspondence

Please see the Board of Selectmen’s Public Comment Policy

Next Meeting Date: Monday, January 13 – Retreat 9:00 am – 1:00 pm
Tuesday, January 21, 7:00 pm
<table>
<thead>
<tr>
<th>Date</th>
<th>Selectmen Meeting Items</th>
<th>Other Meeting Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/13/20</td>
<td>9am – 1pm Quarterly Retreat – DPW Training Room</td>
<td>Selectmen’s Office Hours 1/14 @ 9 am Tom</td>
</tr>
<tr>
<td>Monday</td>
<td>No Evening Meeting – Wellesley Club</td>
<td></td>
</tr>
<tr>
<td>1/20/20</td>
<td>TOWN HALL CLOSED – MLK Day</td>
<td>World of Wellesley MLK Breakfast – Alumnae Hall Wellesley College 8a.m.</td>
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<tr>
<td>Monday</td>
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<tr>
<td>1/21/20</td>
<td>Meeting</td>
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<tr>
<td>Tuesday</td>
<td>Sign ATM Warrant</td>
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<td>Sign Annual Election Warrant</td>
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<td>Sign Presidential Primary Warrant</td>
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<td></td>
<td>Liaison Update Lise</td>
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<td></td>
<td>Sustainable Building Guidelines</td>
<td></td>
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<tr>
<td></td>
<td>Transfer of Alcohol License – Sing’s Café</td>
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<tr>
<td>1/27/20</td>
<td>Meeting</td>
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</tr>
<tr>
<td>Monday</td>
<td>Liza Oliver – Citizen’s Petition No Sale of Fur?</td>
<td>Selectmen’s Office Hours 1/30 @ 10 am Beth</td>
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<tr>
<td></td>
<td>Liaison Update Marjorie</td>
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<td></td>
<td>Verizon petition – cable (needs to be early in meeting KC has to sign witnessed approval)</td>
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<td>Approve Change in Manager – The Local</td>
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<td></td>
<td>Stanwood SBHC – Catherine Johnson to present</td>
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<tr>
<td>2/3/20</td>
<td>Meeting</td>
<td>ATM: PUBLIC ZONING HEARING</td>
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<tr>
<td>Monday</td>
<td>Liaison Update Jack</td>
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<tr>
<td>2/10/20</td>
<td>Meeting</td>
<td>Selectmen’s Office Hours 2/11@ 9 am Lise</td>
</tr>
<tr>
<td>Monday</td>
<td>Liaison Update Tom</td>
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<tr>
<td>2/17/20</td>
<td>TOWN HALL CLOSED Presidents’ Day</td>
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<tr>
<td>2/24/20</td>
<td>Meeting</td>
<td>Selectmen’s Office Hours 2/27 @10 am Tom</td>
</tr>
<tr>
<td>Monday</td>
<td>Liaison Update Beth</td>
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<tr>
<td>3/2/20</td>
<td>Meeting</td>
<td>March 3- Presidential Primary</td>
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<tr>
<td>Monday</td>
<td>Liaison Update Lise</td>
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<tr>
<td>3/9/20</td>
<td>Meeting</td>
<td>Selectmen’s Office Hours 3/10 @ 9 am Marjorie</td>
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<tr>
<td>Monday</td>
<td>Liaison Update Marjorie</td>
<td></td>
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<tr>
<td>3/16/20</td>
<td>Meeting</td>
<td>March 17 – Town Election</td>
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<tr>
<td>Monday</td>
<td>Liaison Update Tom</td>
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<tr>
<td>3/23/20</td>
<td>Meeting</td>
<td>Selectmen’s Office Hours 3/26 @ 10 am Beth</td>
</tr>
<tr>
<td>Monday</td>
<td>Liaison Update Jack</td>
<td></td>
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<tr>
<td>3/30/20</td>
<td>ATM</td>
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<tr>
<td>Monday</td>
<td></td>
<td></td>
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<tr>
<td>3/31/20</td>
<td>ATM</td>
<td></td>
</tr>
<tr>
<td>Tuesday</td>
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<td></td>
</tr>
</tbody>
</table>
### Notes

#### Quarterly updates
- Traffic Committee (Deputy Chief Pilecki)
- Facilities Maintenance (Joe McDonough)
- Wellesley Club Dates: January 13, March 2
Motions 1/6/20

4 MOVE that the Board vote to appoint Brian Collins and Domenic Scopa effective January 6, 2020 to the position of Police Officer with the Town of Wellesley contingent upon the successful completion of the pre-screening process which includes a physical evaluation and psychological evaluation.

5 MOVE to approve the new three-year contract with Passport Parking and a new three-year contract with Pay by Phone for all Town paid parking lots and parking meter spaces pending Town Counsel’s final edits, and to authorize Meghan Jop to sign the finalized contract on behalf of the Town.

6 MOVE to approve the change in manager for Whole Foods Market Group, Inc. License from Kimberly Pinelli to Kimberly Hall.

7 MOVE to approve the supplemental winter maintenance budget request from the Department of Public Works in the amount of $300,000.

8 MOVE to accept the gift of $100,000 from the Richard A. Campana Revocable Trust for COA programs and facilities of the Tolles Parsons Center to be held in trust by the Town and that any and all interest earned be used for the same purposes of the original bequest.

8 MOVE to approve the change in DBA for the All Alcohol License for The Wok at 120 Worcester Street to Great Wok.

8 MOVE to approve the 2019 Arbor Day Proclamation.

8 MOVE to proclaim January 2020 as Bring Your Own Bag Month in the Town of Wellesley.

READ PROCLAMATION

8 MOVE to appoint Joshua Madden as a School Crossing Guard until June 30, 2020.
Monday, January 6, 2020

Our meeting will begin on Monday at 7:00 pm in the Julani Room

1. **Call to Order – Open Session**
2. Citizen Speak

3. Announcements
4. **Vote Wellesley Police Appointments – Two Patrol Officers**

Chief Pilecki and Deputy Chief Whittemore will be before the Board to recommend the appointment of two officers. The Police Department currently has 5 vacancies. The two candidates are Brian Collins and Domenic Scopa. Both Brian and Domenic are currently dispatchers at the Wellesley Police Department and come highly recommended. Please see the Chief’s letter in your packet.

**MOTION:**

MOVE that the Board vote to appoint Brian Collins and Domenic Scopa effective January 6, 2020 to the position of Police Officer with the Town of Wellesley contingent upon the successful completion of the pre-screening process which includes a physical evaluation and psychological evaluation.
MEMORANDUM

TO: THE HONORABLE BOARD OF SELECTMEN
FROM: JACK PILECKI
       CHIEF OF POLICE

SUBJECT: RECOMMENDATION FOR APPOINTMENT
DATE: DECEMBER 26, 2019

Ladies and gentlemen:

As the Board is aware, the Wellesley Police Department currently has vacant police officer positions. As a result of the department’s screening process, it is my recommendation that the Board of Selectmen, in their capacity as the appointing authority for police officers for the Town of Wellesley, take the following action:

**Brian C. Collins**

Mr. Collins grew up in the town of [redacted]. He graduated from [redacted] where he played varsity golf. He obtained his Bachelor of Science Degree in Criminal Justice from Northeastern University in Boston, MA in January 2014. While attending Northeastern University Brian participated in two work study programs and also began working as a Special Police Officer for the town of Dover, MA. Additionally, Mr. Collins attended and completed the Municipal Police Training Committee Basic Reserve Intermittent Training Program in February 2012 while he was attending college full time.

As a Special Police Officer in Dover, MA Mr. Collins would work in the Emergency Communications Center as well as work in patrol. Mr. Collins most enjoys working with community members and looks forward to working on the Crisis Intervention Team at the Wellesley Police Department.

Mr. Collins has been employed by the Wellesley Police Department as a dispatcher for the past three years. He is responsible for answering emergency calls for service, dispatching police, fire and emergency medical personnel to various calls, handling routine business calls and many
other responsibilities within the Emergency Communications Center. Brian also assists with the Emergency Communications Center field training program and has successfully trained four of our recent new hires.

Those that know Brian describe him as an even tempered person with a calm demeanor and someone who works well under pressure. All of these traits have been observed while he has been working as a dispatcher for the Wellesley Police Department. Mr. Collins’ co-workers and direct supervisors have stated that he treats everyone with respect and he understands the Wellesley community and they feel he would be a great police officer.

When not at work Brian enjoys spending time with his fiancé, family and friends. He likes to play golf and exercise daily, in particular CrossFit training.

It is without reservation that I recommend Brian C. Collins for appointment to the Wellesley Police Department.

Domenic J. Scopa

Mr. Scopa grew up in the He graduated from St. John’s Preparatory High School in Danvers, MA where was a member of the hiking club and aviation club. He attended Suffolk University and Successfully graduated Summa Cum Laude in 2014 with a Bachelor of Science in English and Philosophy. He went on to attend the Vermont College of Fine Arts where he obtained a Master of Fine Arts in Writing.

Domenic grew up in a law enforcement family and always had a strong desire to become a police officer because he felt he had a calling to help others. While in school he found that he also had an interest in writing and decided to major in English and Philosophy as he felt that he could give back by teaching. After teaching for a short period of time he felt that he could make a more positive impact on the lives of others by pursuing his aspiration of becoming a police officer.

Mr. Scopa was a self-sponsored student at the Northeast Regional Police Institute for Reserve and Intermittent Officers and successfully graduated in July 2019. He also attended the National EMS Institute and obtained his Emergency Medical Technician Basic License in May 2019. Domenic began working as a dispatcher for the Wellesley Police Department in September 2019. Prior to beginning his employment at the Wellesley Police Department Mr. Scopa taught as an adjunct instructor at NHTI, Concord’s Community College and Plymouth State University. In addition to working as an adjunct faculty member Domenic became involved with academic advising and tutoring students in the writing center as well so he could better serve the student population.

Mr. Scopa is described as being a well-rounded individual with an even temperament. His references indicated that he is a problem solver, has the ability to see things in ways that others may not and therefore can come up with resolutions for problems in a different or creative manners. Individuals that he worked with at NIITI Concord’s Community College stated that he was good at getting along with different types of people and they had observed him working a wide range of students from a difficult military veteran to students with social disabilities.

Domenic enjoys spending his free time with his family and friends as well as running, playing the guitar and writing.
It is without reservation that I recommend Domenic J. Scopa for appointment to the Wellesley Police Department.

Please see attached resumes.

The Wellesley Police Department uses an intensive recruitment and screening strategy, and these candidates have been thoroughly investigated and repeatedly interviewed. They are outstanding individuals and I enthusiastically recommend them for appointment.

RESPECTFULLY SUBMITTED,

JACK PILECKI
CHIEF OF POLICE
Brian Collins

**Education/Training**

**Northeastern University**
Bachelor of Science Criminal Justice  
Boston, MA  
Jan. 2014

**South Suburban Police Institute**
Reserve Intermittent Training Program  
Foxboro, MA 242 Hour Basic  

**Work Experience**

**Wellesley Police Department**
Dispatcher  
Wellesley, MA  
Dec. 2016 - Present

- Answered hundreds of phone calls a week on both business and 911 lines
- Dispatched Police, Fire and EMS to calls
- Maintained a computer log of all activity during every shift
- Communicate with other local and state agencies on a daily basis

**Dover Police Department**
Special Police Officer  
Dover, MA  

- Responded to over 50 calls for service a week
- Wrote and reviewed narratives and reports on a daily basis
- Investigated calls for any crimes while processing the crime scene
- Promoted good community relations by participating in department run events
- Rendered aid to accident victims and other persons requiring first aid for injuries

**Fidelity Investments**
Security Representative  
Boston, MA  

- Responsible for protection of employees, buildings and perimeters
- Monitor "Critical Spaces" and VIP areas
- Respond to building alarms, medical calls and duress alarms
- Communicate with other security teams to ensure effective responses
- Complete safety audits to ensure systems are up to date

**Northeastern University**
Assistant Leased Property Business Manager  
Boston, MA  

- Assigned work orders and problem solve with vendors
- Performed general office duties including answering phones, filing and faxing
- Supervised four employees ensuring timely and accurate work completion
- Entrusted with opening and closing business office and keys to select VIP areas

**Certifications**

Massachusetts License to Carry – Class A, CPR and First Responder certified, Next Gen 9-1-1  
Telecommunicator Course, APCO PST1, Public Safety Communication Academy, Powerphone EMD

**Skills**

Experienced with IMC, CJS-Web, Lenel, JMagic, Microsoft Word, Excel, PowerPoint and Access
Domenic James Scopa, MFA, EMT

Education

M.F.A. in Writing (Concentration in Poetry & Translation)
Vermont College of Fine Arts (2014-2016)

Creative Thesis: The Apathy of Clouds, a full-length collection of poems
Graduating Lecture: “Robert Lowell: Discontent as Catalyst”

B.S. in Philosophy & English, summa cum laude with Honors
Suffolk University (2010-2014)

Honors Thesis: “The Pinnacle of Art: Rand’s The Romantic Manifesto and Nietzsche’s The Will to Power”

Experience

Wellesley Police Department
Dispatcher (2019-present)

NHTI, Concord’s Community College
Adjunct Senior Lecturer of English (September, 2016-June, 2019)

Courses Taught: English Composition, Intro to Literature, The Hero’s Journey, Creative Writing
Training

Northeast Regional Police Institute (September, 2018-July, 2019)
  Reserve Police Academy, Class #120
    Assistant Class Leader
National EMS Institute (March, 2019-April, 2019)
  EMT Course
5. **Discuss and Vote Passport Contract Renewal and Pay by Phone Contract**

Lieutenant Scott Showstead will be joining the Board to discuss mobile payment vendors or parking meters and commuter lots. For three years the Town has used Passport with great success. The current proposal before the Board is to renew Passport’s contract and to add Pay by Phone as a secondary vendor option for residents/commuters. Passport has been a success for its additional uses in Boston and surrounding communities. Pay by Phone is expanding and is used in all the MBTA lots. Adding Pay by Phone as a vendor will allow residents/commuters to have MBTA lot capabilities elsewhere in Massachusetts. Both draft contracts have been included in your packet along with Lieutenant Showstead’s memo. Town Counsel is working to finalize the language for both contracts and Lieutenant Showstead will speak to the portions of the contracts that he anticipates being revised. As part of the update, Lieutenant Showstead will also update the Board on the phasing out of Cale payment in the commuter lots by June 30, 2020.

**MOTION**

Move to approve the new three-year contract with Passport Parking and a new three-year contract with Pay by Phone for all Town paid parking lots and parking meter spaces pending Town Counsel’s final edits, and to authorize Meghan Jop to sign the finalized contract on behalf of the Town.
January 2, 2020

Town of Wellesley
The Honorable Board of Selectmen
525 Washington Street
Wellesley, MA 02482

Dear Board Members,

As you know the Town of Wellesley currently operates six parking lots that service residents and non-residents by providing all day parking for commuters or local business employees. Currently lot users may use any of these lots by paying for an annual permit or by purchasing individual daily passes for the lot. Daily passes can be purchased electronically via the Passport Parking mobile app or at a Cale kiosk located in each parking lot. The Cale kiosks were designed to accept coins, credit cards, or pre-paid debit cards purchased at the Treasurer’s Office.

The Cale kiosks are now older and regularly experience problems. The pre-paid cards, mostly used by businesses for their employees, can no longer be reloaded with money due to outdated technology that is no longer being supported. The credit card reading mechanisms regularly fail and require replacement. Each time this happens it costs the town money from payments that cannot be collected, in addition to the labor costs to repair the kiosks.

Technology has come a long way since the installation of the Cale kiosks and the current trends are moving away from kiosk based payment methods. Virtual payments via a mobile phone app or a computer are both expected by users and are a far more cost effective means of providing daily payments for the town’s all day parking spaces. The use of this technology eliminates the need to maintain physical kiosks in the parking lots, thereby removing maintenance costs, modern costs, and losses in revenue associated with malfunctioning equipment.

The town currently accepts virtual payments at both metered spaces and the all day parking lots via the Passport Parking mobile app or through their website. In 2019, the Passport app/online portal was used approximately 45,000 times to pay for an all day parking space in one the town’s six lots. Passport Parking has a presence in Newton, Boston, Cambridge and many other Massachusetts municipalities.
Pay-By-Phone (PBP) is another popular virtual payment system for municipal parking applications that has a strong interest in serving Wellesley. The PBP system operates similarly to Passport and is being used by the MBTA and some other Massachusetts municipalities. PBP currently services all of the MBTA commuter rail parking lots except for those owned by the Town of Wellesley. PBP is an international company and a subsidiary of the Volkswagen Group. They intend to roll out an integration of their parking application in their vehicle line’s operating systems in the near future. This would provide direct in-car parking applications for Volkswagen, Porsche, Audi, and Bentley among others.

Both Passport and PBP have current MAPC contracts. Due to the competitive nature of the parking mobile app market they are both able to offer the town lower pricing than our existing costs moving forward. The town is also in a position to offer the use of both applications to the public, providing convenience to existing users of either application. This is known as multi-tenancy in the industry and both companies have other cities and towns where they have done this.

With the support of the BOS, I would like to move forward with new contracts for Passport Parking and PBP as multi-tenants for mobile parking payments. This would allow the use of either application at any metered or all day space within the Town of Wellesley. In addition, I would like to phase out the use of the Cale kiosk system over the next six months, transitioning to the full time use of Passport and PBP for all day parking payments starting July 1, 2020. The vast majority of all day parking users are repeat customers travelling on the commuter rail or parking for work. Setting up the mobile application will be a one time inconvenience, but will streamline paying for a space thereafter.

The costs of updated signage for metered spaces and all day parking lots will be absorbed by Passport Parking and PBP. Both companies also have options for businesses to pay for their employees parking similarly to the way they previously used the prepaid cards at the Cale Kiosks. Annual parking stickers will continue to be available for purchase at the Treasurer’s office and metered spaces will still have the option to use coins in the meters.

Focusing on mobile applications for parking moving forward gives the town more flexibility to adapt with emerging technologies in the future, while lowering costs and losses of revenue associated maintenance issues. Offering multi-tenancy provides options for our clients, while also providing competition and redundancy for the town.

I hope that this quick overview has provided you with some background on the current parking lot operations and where I would like to see them begin to evolve. The parking payment and enforcement business is rapidly changing with new systems and technology almost constantly rolling out. Passport and PBP are both very involved in industry change and I believe being associated with both companies will provide many opportunities to advance with the times both in the near future and over the long term.

If you have any specific questions or issues please feel free to reach out to me directly.

Have a great weekend!

Respectfully,

Scott Showstead
Lieutenant
SOFTWARE LICENSE AND SERVICE AGREEMENT

This Software License and Service Agreement (the “Agreement”) is entered into as of the Effective Date set forth below by and between Passport Labs, Inc. ("Passport") and the party named below ("Provider"). This Agreement includes and incorporates the terms and conditions found in this document, the Terms and Conditions found in Exhibit A, and the terms and conditions found in all other Exhibits hereto, which represent the full and complete understanding and agreement of Passport and Provider with respect to the subject matter hereof. In exchange for the mutual covenants herein and other good and valuable consideration, the Parties agree and intend to be bound as follows:

I. GENERAL TERMS

<table>
<thead>
<tr>
<th>Provider Legal Name:</th>
<th>Town of Wellesley, MA</th>
<th>Contact: Scott Showstead</th>
</tr>
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<tbody>
<tr>
<td>Email:</td>
<td><a href="mailto:sshowstead@wellesleyma.gov">sshowstead@wellesleyma.gov</a></td>
<td>Phone:</td>
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<table>
<thead>
<tr>
<th>Provider Contact Address</th>
<th>Provider Billing Contact Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wellesley Town Hall</td>
<td>Town of Wellesley</td>
</tr>
<tr>
<td>525 Washington Street</td>
<td>485 Washington Street</td>
</tr>
<tr>
<td>Wellesley MA 02482</td>
<td>Wellesley, MA 02482</td>
</tr>
<tr>
<td>Attn: Scott Showstead</td>
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</tbody>
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Effective Date: November 2, 2019

Services:
Passport will provide services (the “Services”) and license all software, including all web and mobile applications and related documentation, (the “Software”) necessary for Provider to operate a mobile payment for parking program ("MPP") which allows all parking customers in any parking facilities owned or managed by Provider (the “Premises”) the ability to pay for parking using a smartphone application or mobile web application.

Governing State Law: Commonwealth of Massachusetts

Term:
This Agreement shall commence on the Effective Date and continue for a period of three (3) years (the "Initial Term"). Thereafter, the Agreement shall automatically renew for additional one (1) year periods (each a “Renewal Term”) unless either Party notifies the other in writing of its intent not to renew no less than one hundred eighty (180) days before the expiration of Initial Term or Renewal Term, as applicable.

(continued on next page)
II. MOBILE PAYMENT FOR PARKING TERMS

<table>
<thead>
<tr>
<th>Equipment Provided by Passport:</th>
<th>Initial Signs</th>
<th>Initial Decals</th>
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<td>N/A</td>
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**Installation:**
Provider will be solely responsible for installing all signs and decals in the Premises. This obligation includes the responsibility to provide all hardware necessary to affix and display signs and decals, including without limitation, all hooks, poles, posts, brackets, screws, bolts, and nuts.

**Ancillary Fees:**
- a) Zone setup fees of three dollars ($3.00) per space - WAIVED
- b) Initial Signs and Stickers – WAIVED  
  (unit prices of twenty dollars ($35.00) per sign and three dollars ($3.00) per decal will apply to additional or replacement orders)
- c) Provider will pay a ten dollar ($10.00) administrative fee in addition to sign and shipping costs per sign for any additional or replacement signs purchased through Passport
- d) Provider will pay a one dollar ($1.00) administrative fee in addition to decal and shipping costs per decal for any additional or replacement decals purchased through Passport
- e) Passport will provide a design file to allow Provider to print replacement signs and decals
- f) Provider will reimburse Passport for any and all reasonable travel, lodging, and food expenses incurred by Passport employees while traveling at Provider’s request.

III. FEES

<table>
<thead>
<tr>
<th>Per Transaction MPP Service and License Fee*</th>
<th>$0.11</th>
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<tbody>
<tr>
<td>Maximum Convenience Fee Passed through to Parking Customers</td>
<td>$0.11</td>
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**Merchant Processing Costs:**
Provider will be responsible for paying all merchant processing costs, including, without limitation, settlement fees, payment gateway fees, chargeback fees, and interchange reimbursement fees.

<table>
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<tr>
<th>Merchant of Record for Transactions:</th>
<th>Passport</th>
<th>Provider</th>
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<tbody>
<tr>
<td>Passport Merchant Processing Rate Per Transaction:</td>
<td>2.3% + $.20</td>
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<tr>
<td>Passport Gateway Provider:</td>
<td>Passport</td>
<td>X Other</td>
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<tr>
<td>Passport Gateway Fee Per Transaction:</td>
<td>N/A</td>
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</table>

*An MPP “transaction” is a single session lasting less than twenty-four (24) hours in duration.

Passport Labs, Inc:  
By: ________________________  
Name: ________________________  
Title: ________________________

Provider:
By: ________________________  
Name: ________________________  
Title: ________________________
Exhibit A
Terms and Conditions

1. Services

Passport shall perform the services in a competent, professional, and workmanlike manner consistent with industry practices. Passport will maintain all permits, certificates and licenses required by applicable law and Passport’s employees performing the services will be fully qualified, licensed as required, and skilled to perform the services. Passport warrants that it has the power to enter into and perform this Agreement and that it will at all times during the term of this Agreement be, duly organized, validly existing and in good standing under the laws of the state of Delaware.

2. Compliance with Laws and Codes

In providing the services under this Agreement, Passport will comply at its sole cost and expense with all applicable federal, state, county, and municipal laws, statutes, rules, regulations and ordinances. If requested by Provider while performing services at Provider’s place of business, Passport will comply with Provider’s dress and conduct codes and security protocols.

3. PCI Certification

For the duration of the term of this Agreement, Passport will maintain Payment Card Industry – Data Security Standard certification.

4. Product Updates

Any system-wide improvements or modifications made by Passport to the Software will, when available, be provided to Provider at no charge to Provider and will automatically be subject to the terms of this Agreement.

Provider may request new features or functionality to be built into the system, and, to the extent that Passport plans to incorporate such requested new features or functionality into the Software, Passport will develop such features and functionality at no cost to the Provider pursuant to Passport’s development timeline. If the Provider desires to expedite such development, Passport may, in its sole discretion, charge Provider an expedite fee of two hundred dollars ($200.00) per development hour necessary to develop the requested features or functionality, provided, however, that Passport shall first notify Provider and receive written approval from Provider to proceed. If the Provider’s requested features or functionality are created for the Provider’s use and Passport does not plan to incorporate such requested features into the Software, Passport may, in its sole discretion, charge Provider a custom development fee of two hundred and fifty dollars ($250.00) per hour for the development of such features or functionality, provided, however, that Passport shall first notify Provider and receive written approval from Provider to proceed.

In addition to or in lieu of the fees set forth in this section, the parties may establish a monthly software license or maintenance fee that will be mutually agreed between the parties in a separate written addendum to this Agreement.

5. Changes

Any changes to the scope of services provided under this Agreement shall be set forth in a written change order or amendment signed by both parties setting forth the scope of the change(s) and any applicable fees.
6. **Additional Passport Services**

Passport provides all of the following software platforms as part of its overall technology portfolio: mobile payments for parking, citation management, digital permits, and mobile payments for transit. Provider may request the addition of any of these platforms to the extent not provided by Passport to Provider as of the Effective Date, and any additional platforms developed by Passport from and after the Effective Date, which shall be memorialized in an addendum to this Agreement including the fees applicable to such platform(s) and any additional applicable service or legal terms.

7. **Scheduled Maintenance**

If Passport plans to perform any scheduled maintenance during business hours, Passport will provide notice to Provider at least twenty-four (24) hours in advance of the commencement of such scheduled maintenance. For the purpose of this section, “business hours” means Monday through Friday between 9 am & 5 pm EDT. In the event that Passport determines that unscheduled maintenance is necessary, Passport will give Provider as much advance notice as is reasonably practicable, unless such unscheduled maintenance is necessitated by emergency circumstances for which it would be unfeasible or impossible to notify Provider in advance.

8. **System Uptime; Billing Credits**

Passport will provide the Software with uptime of at least ninety-nine percent (99.0%) calculated over a rolling six-month period (“Uptime Guarantee”). For any month during which system uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount equal to the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six month period) and b) the Uptime Guarantee, multiplied by the total fees payable to Passport for such month. For example, if during a given month the software uptime falls to ninety-five percent (95.0%) and if during that month the fees payable to Passport were one hundred dollars ($100.00), Passport will issue a billing credit of four dollars ($4.00). For the purposes of this agreement, uptime is defined as any period of time during which end users of the Software can use the Software.

9. **Service Levels**

Subject to the uptime guarantee set forth in Section 8, Passport’s sole and exclusive obligation in the event of an error or interruption of the Software is to use its best efforts to restore or repair the Software as quickly as practicable.

10. **Technical Support**

A. Passport will provide telephone and email support to Provider’s staff from Monday to Friday between the hours of 8:00 a.m. to 7:00 p.m. EST to address technical and operating setting issues. Passport will provide “after-hours emergency telephone support” available 24/7.

- **Monday-Friday 8AM - 7PM EST**
  - (US) 980-939-0990
  - help@passportinc.com

- **After-Hours Emergency Support**
  - 866.815.3043

Passport SLSA (November 2017)
Confidential
B. Provider will provide initial support, including inquires via telephone and email, for end-users ("parkers"). If the Provider is unable to address the parkers technical questions, Provider may escalate end-users to Passport’s End-User Support Team for technical issues from Monday to Saturday between the hours of 8:00 a.m to 9:00 p.m. EST at (US) 704-817-2500 or Support@passportinc.com. Provider may not display Passport’s phone number (or other direct contact information for Passport) on any marketing or signage visible by parkers.

11. Data Rights

This Section shall govern the rights of Passport and Provider, as the case may be, with respect to the data that is subject to this Agreement. Passport will, by provisions in its Privacy Policy or otherwise, procure from such end users all such lawful consents and rights necessary to grant to Provider the rights in such data as stated in this Section. Passport’s Privacy Policy, as it may be amended from time to time in Passport’s sole discretion, can be viewed at https://passportinc.com/privacy-policy/.

A. Operational data is data specific to the Provider’s operation that is provided by Provider to Passport to be used in the providing of services. Operational data is specific to the Provider’s operation, which is not available to Passport publicly or by other means. Operational data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, relevant details of partner agreements. In each case, Operational data may refer to past, present, or future states of such items.

Operational data is the sole and exclusive property of the Provider. The Provider grants Passport a perpetual, irrevocable, royalty-free, non-exclusive, non-assignable, and non-transferable license to Operational data, provided that, Passport may assign or transfer such license to a successor in connection with the transfer or sale of all or substantially all of its assets or business related to this agreement, or in the event of its merger, consolidation, change in control or similar transaction.

B. Payment Card Industry-Data Security Standard Information ("PCI-DSS Information") consists of the following items, each as defined by the then-current Payment Card Industry Data Security Standards ("PCI-DSS"): Account Data; Cardholder Data; Primary Account Number; and Sensitive Authentication Data.

Passport acquires a license or sublicense to the PCI-DSS Information from end users who share such data with Passport in connection with their use of the Software. Passport must secure such data in accordance with PCI-DSS. As such, Passport may not grant Provider derivative rights to such PCI-DSS Information and Passport shall not be required to disclose such PCI-DSS Information to Provider.

C. Personal identifiable information ("PII") is any representation of information that permits the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means. Name, address, social security number or other identifying number or code, telephone number, or email address directly identify individuals. Certain data elements—including gender, race, birth date, geographic indicator (such as zip code or postal code), and other descriptors—can be used in conjunction with or other data elements to indirectly identify individuals. Information permitting the physical or online contacting of a specific individual (e.g., IP address) is also personally identifiable information.

End users of Passport’s Software own PII and license it to Passport pursuant to Passport’s Privacy Policy, as it may be amended from time to time in Passport’s sole discretion. Passport may sublicense PII to the Provider under certain conditions (including but not limited to the Provider’s compliance with information security controls and applicable regulations) that shall be memorialized separately if and when applicable.
D. Activity data is any data generated in the providing of services under this agreement by Passport to Provider and by end users’ interactions with the services or with Passport directly that is not otherwise PCI-DSS information or PI as defined above. Activity data may include, but is not limited to, user interaction data, geolocation data, opt-in/opt-out status (including compliance logs), purchase and session data, application diagnostic data, service performance data, and support data. Data that is derived from Activity data is also Activity data.

Activity data is the sole and exclusive property of Passport. Passport grants the Provider an irrevocable, royalty-free, non-exclusive, non-assignable, and non-transferrable license to Activity data for the duration of the term of this Agreement and only to the extent and in the format that Passport chooses in its sole discretion to expose such data through its administrative portal or as otherwise agreed upon with the Provider and only for the Provider’s internal use in connection with the services provided under this agreement.

12. Privacy Policy: Terms of Use

End users’ use of the Services shall at all times be governed by (a) Passport’s Privacy Policy, as it may be amended from time to time in Passport’s sole discretion, which can be viewed at https://passportinc.com/privacy-policy/, and (b) Passport’s Terms and Conditions, as they may be amended from time to time in Passport’s sole discretion, which can be viewed at https://passportinc.com/terms-and-conditions/.

13. Intellectual Property

A. Passport grants Provider a revocable, non-exclusive, non-assignable, non-transferrable, and non-subleaseable right and license to use and access the Software only for its internal business purposes for the duration of the Term. All intellectual property rights including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, not explicitly granted to Provider in this agreement are reserved to Passport.

B. Provider will not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, or decompile the software or any subpart thereof; (ii) modify, create derivative works based upon, or translate the software or source code; (iii) transfer or otherwise grant any rights in the software or source code in any form to any other party; (iv) attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

14. Publicity: Use of Names and Marks

Subject to the provisions of Section 19 (Confidentiality) below, the parties will have the right to publicly disclose that Passport is Provider’s provider of the Software as set forth herein by means of, by way of illustration and not limitation, news releases, public announcements, or other forms of publicity. Passport may use the name or marks of Provider, or reference the fact that Provider is a client of Passport, for business development purposes, as part of a portfolio or work, or in an illustrative list of clients.

15. Payment Gateway

Provider must supply a payment gateway for the payment of all fees by end users. Passport can provide payment gateway services and Exhibit B contains a list of other payment gateways supported by Passport. For any unsupported payment gateway selected by Provider, Passport will charge a two hundred and fifty dollar ($250.00) per development hour necessary to perform necessary integrations. Provider will bear all costs associated with payment gateway services, including all per transaction costs. Provider may elect to
use Passport's payment gateway at any time (which shall be reflected in a written amendment to this Agreement) at the rate of $0.05 per transaction.

16. Payment Terms

If Passport is the Merchant of Record ("MOR"), Passport will remit the funds to Provider from the preceding month within fifteen (15) days of the conclusion of the month after netting out Passport's fees and merchant processing fees.

If Provider is the MOR, Passport will send monthly invoices to Provider for all fees payable to Passport that accrued during the preceding month. If Provider fails to remit payment according to such invoices within thirty (30) days after the date on the invoice, Passport will have the right to suspend Provider's access to the software and/or assess interest at the rate of 18% per annum on the delinquent balance, or the maximum rate permitted by state law, if lower, until such delinquent balance is paid.

17. Refunds

Passport agrees to forgo or return, as applicable, its per transaction fees for any refund granted by Provider. Provider will be responsible for reimbursing Passport for all merchant processing fees, including without limitation payment gateway fees, settlement fees, and interchange reimbursement fees, if any, incurred by Passport for all transactions, including refunded transactions.

18. Capacity

Provider represents and warrants that it has obtained or will obtain all applicable governmental approvals, authorizations, or licenses necessary to enter into this Agreement. Provider further represents and warrants its signatory is duly authorized to bind Provider to the terms herein.

19. Confidentiality

A. Provider and Passport agree to treat this Agreement and all information furnished, or to be furnished, by or on behalf of the other party and information analyses, summaries and other work product derived from such information (collectively, the "Confidential Information") in accordance with the provisions of this section and to take, or abstain from taking, all actions set forth herein. Each party, as a receiving party, will do the following things with regard to the Confidential Information of the other party:

i. Prevent the disclosure of the Confidential Information by the receiving party and each of the receiving party’s employees, agents, and/or professionals to any third party other than as permitted under this Agreement;

ii. Use, and permit the use of, the Confidential Information only for the purposes of providing, or enjoying the benefit of, the goods, services, and/or software provided for in this Agreement (the "Purpose");

iii. Disclose the Confidential Information only to such of the receiving party’s employees, agents, and professionals as have a bona fide need to possess or know the Confidential Information in the course of accomplishing, or advising the disclosing party with regard to, the Purpose;

iv. Cause each employee, agent, or professional to whom the receiving party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement; and

v. Return or destroy all written or other tangible copies of Confidential Information in the receiving party’s possession or direct or indirect control, including all extracts and copies thereof, within a reasonable time after, and in accordance with, the disclosing party’s request.
B. Nothing in this Agreement will prevent the receiving party from disclosing or using Confidential Information to the extent that:
   i. It is or becomes readily ascertainable by proper means by the public without any breach of a confidence obligation of the receiving party;
   ii. It is received from a third party that is not under an obligation of confidentiality of which the receiving party knew or had reason to know;
   iii. It was independently developed by the receiving party without use of the Confidential Information; or
   iv. It is required by law to be disclosed, provided that the receiving party provides to the disclosing party as much notice as is practicable under the circumstances of such requirement prior to disclosure and provides to the disclosing party, at the disclosing party's expense, such reasonable assistance as the disclosing party requests in seeking confidential treatment, protective orders, nondisclosure, and/or similar measures.

For the avoidance of doubt, none of the requirements of this Section shall prohibit Provider from disclosing Confidential Information to the extent that such information is required to be disclosed pursuant to any open records law, open meetings law, or any other local public disclosure law applicable to Provider.

20. Wallet Services

Provider may elect to provide parking customers with a virtual wallet (a "wallet program"). With a wallet program, parking customers would be required to prepay funds into a wallet account for the payment of future parking fees and/or transit ticket fares. Provider and Passport shall agree in advance on the minimum amount required to fund the wallet.

21. Marketing and Design Services

At Provider's request, Passport may provide marketing and design services to Provider as value-added services to Provider in connection with the services provided under this Agreement. Provider should contact its Passport sales associate for additional details pertaining to these services. Any services selected and any applicable fees and terms will be memorialized in a written addendum to this Agreement and shall be incorporated herein by reference.

22. Third Party Providers

Provider may, at its option, allow parkers to use a third-party provider's (each a "Third Party Provider") end-use-facing interfaces for purposes of initiating parking transactions, including any and all possible methods available to parkers to request the right to access and occupy a parking space in otherwise-denominated curb space for any period of time (in accordance with Provider's applicable rates, rules, ordinances, and regulations). Such interfaces will include, but not be limited to, in-dash vehicle systems, navigation systems (whether in-dash or smartphone-based), and mobile payments for parking applications other than Passport's (MPP) (each an "Interface").

Should Passport exercise this option, such Third Party Provider(s) shall contract directly with Passport to establish the integrations necessary for Passport to facilitate all mobile payments for parking sessions and transactions for the Third Party Provider(s) and its end users. The term "facilitate" includes, but is not limited to: providing software that performs (a) all tasks related to parking rights management, including the calculation of parking session prices, (b) the management of rates, rules, and restrictions and zones, spaces, or other units of parking or curbside inventory; (c) transactional reporting; (d) tasks related to transmission of parking rights data to parking enforcement systems and any data processing systems; (e)
Tasks related to refund issuance, parking rule management, reconciliation of funds, invoicing, and other administrative functions; and (f) all back-office management interfacing necessary to manage the foregoing and all other tasks necessary or desirable for Passport to effectively manage the issuance and processing of parking rights on behalf of Provider (the “Shared Services”). For parking transactions initiated via a Third Party Provider's Interface, payment processing must be conducted by Passport.

The Parties acknowledge and agree that a Third Party Provider may configure and control the feature set of its own Interface so long as it is capable of performing the minimum functions required to interact with Passport’s platform and execute parking transactions. The Provider further acknowledges and agrees that certain data received from Third Party Providers may be more limited than what Passport can provide to Provider as Provider’s MPP provider and may need to be provided, if at all, in an aggregated and/or anonymized basis. Passport shall, however, use commercially reasonable efforts to supply such data as may be reasonably requested by Provider for its internal purposes.

To utilize the Shared Services, each Third Party Provider will be required to integrate with application programming interface endpoints provided by Passport, which cannot be accessed or utilized by such Third Party Provider prior to the execution of a standalone contract with Passport governing the access, use, pricing, disclosure, and governance of the Shared Services consistent with the foregoing paragraphs and as otherwise determined by Passport in its sole discretion. Except in the case of Third-Party Providers pursuant to the foregoing paragraphs, Passport shall be the exclusive mobile payments for parking service provider for Provider during the term of this Agreement.

23. Cooperative Purchasing

Provider will allow any public agency located in the United States to purchase, and Passport to offer to such public agency or agencies, the Software at the same price and under the same conditions agreed upon in this Agreement without any competitive bidding on the part of such public agency or agencies, to the extent permitted by law. Each such public agency will execute its own contract directly with Passport and Provider shall not incur any responsibility—financial or otherwise—in connection therewith.

24. Force Majeure

Neither Passport nor Provider will be held liable for any delay or omission in performance of their duties under this Agreement resulting from causes beyond their reasonable control, including, for the sake of illustration and not limitation, delays or omissions attributable to third-party vendors, suppliers, or integration partners, labor strikes, acts of god, acts of the public enemy, fires, natural disasters, wars, or riots.

25. Disclaimer of Warranties

The Software is provided to Provider by Passport “as is” and with all faults. Provider acknowledges and agrees that Passport bears no liability for any error, omission, defect, deficiency, or nonconformity within the Software except as expressly provided in this Agreement. Other than as specifically set forth herein, Passport does not make any representations, warranties, or guarantees, express or implied, directly or indirectly, including, without limitation, any warranty of condition, merchantability, or fitness for a particular purpose or use, with respect to, arising out of, or in connection with the Software and related services to be performed pursuant to this Agreement.

26. Severability

If any provision of the agreement is found to violate applicable law, the violating provision will be ineffective only to the extent that it violates the law, without invalidating the remainder of the section.
containing the violating provision or any other provisions or sections of this Agreement. Any court or arbitrator adjudicating the matter of the invalidity of a provision shall, to the extent permitted by law, reform any such illegal or unenforceable provision such as to give it the maximum effect.

27. Assignment

This Agreement and all of its provisions will be binding upon and inure to the benefit of the parties and their respective permitted successors and assignees. Neither Passport nor Provider may assign any rights, interests, or obligations hereunder without prior written consent of the other party, provided, however, that Passport may, without such written consent, assign this agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this agreement. Any purported assignment in violation of this section shall be void and of no effect.

28. Contractual Silence

To the extent this Agreement fails to address a condition, obligation, benefit, or other term necessary to sufficiently define the relationship between the parties or a disagreement or conflict regarding the interpretation or construction of this Agreement arises, the parties agree to reasonably cooperate to draft a mutually agreeable amendment that clarifies the duties, rights, and obligations of the parties under this Agreement.

29. Amendments

The parties may not amend or modify this agreement except by a written instrument signed by an authorized signatory of each party.

30. Currency

Unless otherwise specified in the Agreement, all fees and other monetary amounts are in U.S. Dollars. If a currency other than the U.S. Dollar is specified, the exchange rate will be fixed at the foreign exchange rate published by the United States Federal Reserve on the date the payment of remittance is transmitted from Provider to Passport, or vice versa, as the case may be.

31. Cooperate

If either Provider or Passport has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this agreement, the parties agree to cooperate in good faith to achieve a satisfactory resolution of such matter. If after sixty (60) days the dispute remains unresolved, the parties may pursue other remedies available at law or in equity. Notwithstanding the foregoing, either party shall have the right to immediately seek any applicable remedies available at law or in equity for a breach or threatened breach of the confidentiality obligations as set forth in Section 19.

32. Independent Contractor

Passport is an independent contractor and not an agent or employee of Provider. No agency, partnership, franchise, joint venture, or employment relationship exists between Passport and Provider. Passport's employees and agents will not be employees or agents of Provider. Passport shall be fully and solely responsible for the supervision, control, performance, compensation, benefits (including, without limitation, all forms of insurance) withholdings, health and safety of all of its employees and agents.
Provider will not be responsible or liable for any withholding taxes or contributions to state worker’s compensation, unemployment or other funds or programs.

33. Limitation of Liability

In no event will Passport be liable to Provider for any lost profits, lost savings, or punitive, incidental, indirect, special, or consequential damages arising out of Provider’s use or inability to use the Software or the breach of this agreement, even if Passport has been advised of the possibility of such damages.

34. Notices

All notices, consents, and communications required hereunder shall be given in writing and delivered via electronic mail or mail, shall be deemed to be given upon receipt thereof, and shall be sent to the address below:

If to Passport:

Passport Labs, Inc.
Attn: Khristian Gutierrez
128 S. Tryon St., Suite 2200
Charlotte, NC 28202
Fax: (888) 804-1783
khristian.gutierrez@passportinc.com

With a hard copy to General Counsel and by email to jason.Idilbi@Passportinc.com

If to Provider at the contact information provided on the “General Terms” page.

35. Construction

No rule of law that requires that any part of the Agreement be construed against the party drafting the language will be used in interpreting this Agreement.

36. Waiver

Any failure or delay by Passport to enforce the provisions of this Agreement shall in no way constitute a waiver by Passport of any contractual right hereunder, unless such waiver is in writing and signed by Passport.

37. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous communications, representations or agreements between the parties, whether verbal or written, including any printed terms and conditions which may appear on either Party’s purchase orders, releases, invoices or other forms to the extent such terms are different from or inconsistent with this Agreement.
Exhibit B
Supported Payment Gateways

1. Authorize.net
2. Cash Net
3. Chase Paymetech (Orbital) - US / Canada
4. Converge (Elavon)
5. DataCash - United Kingdom
6. Desjardins - Canada
7. FirstData Rapid Connect
8. FIS Pay
9. Heartland
10. Internet Secure
11. Moneris - US / Canada
12. Point and Pay
13. TD Beanstream/Bambora
14. Vantiv
15. WorldPay (Securenet)
COOPERATION AND SERVICE AGREEMENT

This Cooperation and Service Agreement (the "Agreement") is entered into as of November____, 2019 (the "Effective Date") between PayByPhone Technologies Inc., a developer of enhanced mobile commerce solutions, a British Columbia corporation with its principal place of business at #403 – 1168 Hamilton Street, Vancouver, British Columbia, Canada ("PayByPhone") and Town of Wellesley, a provider of parking services, with its head office at: 525 Washington Street, Wellesley, MA 02482 ("Client").

RECITALS

The objective between PayByPhone and Client provided for in this Agreement is for PayByPhone to provide wireless applications to enhance the payment process for parking at parking facilities and metered parking stalls owned and/or managed by Client. PayByPhone mobile commerce solutions will also provide Client with a management information system, including real-time operation and transaction reports.

AGREEMENT

Section 1  THE PAYBYPHONE MOBILE PAYMENT PLATFORM AND APPLICATIONS

1.1 PAYBYPHONE MOBILE PAYMENT APPLICATION

PayByPhone agrees to roll out the PayByPhone mobile payment service for use at Client’s managed and owned parking facilities as agreed upon by PayByPhone and Client, to allow for consumers to pay for the use of Client’s parking facilities through personal wireless devices (e.g., cellular telephones) or other wireless systems.

1.2 PAYBYPHONE MANAGEMENT INFORMATION SYSTEM

PayByPhone will operate and manage a software application for Client that will provide near real time information and management reports on the transactions conducted utilizing the PayByPhone Parking Payment Application (the "Management Information System"). PayByPhone will host the Management Information System on its network. Client will access the Management Information System through a browser-based program installed on Client’s computer hardware.

1.3 COMPUTER, NETWORKING AND TELECOMMUNICATION SYSTEMS

PayByPhone will own or possess, and will operate and maintain, all computer and networking hardware and software and data required to operate the PayByPhone mobile payment services service as contemplated in this Agreement, other than Client’s existing computer and telecommunications systems.

1.4 MOBILE PAYMENT SERVICE ENFORCEMENT

Client agrees to supply Wireless Devices to employees in the field to provide real time confirmation of validly parked vehicles.

1.5 REPORTS

PayByPhone will provide Client with a set of standard reports in the self-serve PayByPhone Service Management Interface System. Any changes or customizations to the standard set of reports will be subject to then-current PayByPhone Professional Services fees. See Appendix B for sample rates.

Section 2  FEES AND PAYMENTS

2.1 PRICING AND PAYMENT

Client agrees to pay the fees, as outlined in Appendix A. All amounts payable hereunder are exclusive of any and all taxes, including taxes applicable on fees paid by the consumer, and Client is responsible for payment of such taxes. All prices are stated, and Client shall pay, in US dollars. Payment is due within 30 days of invoicing.

Page 1

Initials
2.2 MERCHANT ACCOUNT
2.2.1 PayByPhone and Client agree to designate PayByPhone as the merchant of record for parking fees paid using PayByPhone mobile payment service. PayByPhone will collect Client’s parking revenues and PayByPhone convenience fees (if applicable) from parkers using PayByPhone mobile payment service only. PayByPhone will retain the Convenience Fee and Payment Processing Cost and will remit net parking revenue to Client. Payment will be made via cheque and mailed out by the end of the following month. Payment Processing Cost includes all payment processing fees and is charged per successful parking session or parking session extension.

2.2.2 PayByPhone shall provide the Client with PayByPhone’s standard monthly statements showing PayByPhone parking sessions, associated Payment Processing Cost, and PayByPhone Convenience Fee. In addition, the Client will be granted access to the PayByPhone back office to access all parking transaction data.

2.2.3 PayByPhone retains the right to discontinue as the merchant of record at any time, with no notice. In such circumstance, Client can supply their own merchant account with Client’s acquiring bank and PayByPhone will cover the cost of linking one (1) Client merchant account with PayByPhone’s gateway provider.

2.3 TRANSACTION TESTING
PayByPhone reserves the right to execute test transactions from time to time to ensure top performance of the system and account. PayByPhone may execute up to ten test transactions per month without adjusting the Client invoice.

2.4 THIRD PARTY INTEGRATION
In the event that system changes (such as upgrades) by a third party impact the PayByPhone integration with Client sub-systems such as enforcement, Client agrees to pay for all PayByPhone development costs required to maintain such integration. PayByPhone will notify Client, in advance, of any such integration costs that could be added.

Section 3 EXCLUSIVITY
[intentionally blank]

Section 4 MARKETING, PROMOTION AND USER EDUCATION

4.1 SIGNAGE **BEING UPDATED TO ADDRESS MULTI-TENANCY SIGNAGE**
4.1.1 Client agrees to provide adequate space for PayByPhone signage at each parking facility at which the PayByPhone mobile payment service is to be available, with sign size and placement to be mutually agreed by PayByPhone and Client acting reasonably. Client agrees that signs will be hung and/or located near payment machines at parking facilities enabled with the PayByPhone mobile payment services service. PayByPhone will provide the first round of signage for the initial implementation at Client’s locations offering PayByPhone as mobile payment service provider. Client agrees to use PayByPhone’s standard signage template for locations offering PayByPhone as mobile payment service provider. PayByPhone will provide one sign to be located at each pay station, plus one at each level of the parking structure without a pay station. Additionally, one decal will be placed on each pay station and/or meter. Client will be responsible for installation of all decals and signs required for implementation. Client agrees to supply all future decals and signage, including new locations. Client agrees to supply replacement signs and decals which may be required in the future.

4.1.2 Standard PayByPhone signage template is included in the standard implementation project. Professional Services associated with custom signage or changes to standard signage are billable at the then current professional services rates. See Appendix B for sample rates. All signage must comply with the PayByPhone consumer branding standards.
4.2 MARKETING EVENTS
PayByPhone may conduct on-site marketing events and campaigns for its service, whereby PayByPhone will inform parking lot consumers of the availability of the PayByPhone mobile payment services as well as any promotions available, with the knowledge and approval of Client which is not to be unreasonably withheld.

4.3 CLIENT TRAINING
PayByPhone will provide initial training to Client using a “Train the Trainer” (the “Client Trainer”) model on the self-served PayByPhone Service Management Interface (SMI). The said Client Trainer will, at its own expense, train its staff and employees, including patrollers, to operate the mobile payment services and related applications and technology. Additional training sessions are available at the then current professional services rates. See Appendix B for sample rates.

Section 5 INTELLECTUAL PROPERTY

5.1 INTELLECTUAL PROPERTY RIGHTS

5.1.1 The parties acknowledge and agree that any trademarks, patents, trade names, logos, trade dress, domain names, copyrights or licenses therein, or other enforceable intellectual property rights and whether in hard or electronic copy (collectively “Intellectual Property”) belonging to the other party, given to them under this Agreement is and shall remain the property of that party for the duration of the Term of this Agreement.

5.1.2 Except as expressly stated, nothing in this Agreement shall be deemed or interpreted to convey, transfer or assign any Intellectual Property rights to the other party.

5.1.3 Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in each and every instance.

5.1.4 Upon termination of this Agreement for any reason the parties will use reasonable endeavours to ensure that all such Intellectual Property and material are removed from display and/or destroyed at the request of the other party save where such Intellectual Property is held by the parties in compliance with any statutory obligations and/or the maintenance of proper records.

5.1.5 The parties undertake that they have all necessary permissions, licenses and rights to use the Intellectual Property of third parties for the purposes of this Agreement.

5.1.6 Each party shall indemnify (for the purposes of this clause, the “Indemnifying Party”) the other (for the purposes of this clause the “Indemnified Party”) against all actions, claims, proceedings, costs and expenses (including reasonable legal fees) arising from any actual infringement of Intellectual Property rights of whatever nature insofar as these relate to the Intellectual Property rights developed and owned by the Indemnifying Party or licensed to the Indemnified Party which claims, actions or proceedings arise as a result of the Indemnified Party’s use of any of the Services, except that the indemnity shall not apply to any actions, claims or proceedings which are attributable to any breach of contract or negligent act or omission on the part of the Indemnified Party or where such actions, claims or proceedings relate to any developments of the services carried out by or at the request of the Indemnified Party except where the Indemnified Party knew or ought to have known that such development of the services requested by the Indemnified Party would result in an infringement of Intellectual Property rights.

5.1.7 The Indemnified Party shall notify the Indemnifying Party in writing of any such action, claim or proceeding and shall not make any admission unless the Indemnifying Party gives prior written consent.
5.1.8 At the Indemnifying Party’s request and expense, the Indemnified Party shall permit the Indemnifying Party to conduct all negotiations and litigation. The Indemnified Party shall give all assistance as the Indemnifying Party may reasonably request and the Indemnifying Party shall pay the Indemnified Party’s costs and expenses so incurred.

5.1.9 The Indemnifying Party may, at its expense: (i) obtain a license to enable the Indemnified party to continue to use the Services, or (ii) modify or replace the Services to avoid any alleged or actual infringement or breach, or (iii) terminate the provision of the affected elements of the Services. Where the Indemnifying Party exercises options (i) or (ii) the functionality of such modification or replacement shall not materially affect the performance of the Services.

5.2 CUSTOMER INFORMATION

5.2.1 PayByPhone maintains complete records of all information and data collected or used by PayByPhone from, or relating to its customer in relation to this Agreement, including, without limitation, any data collected from customers upon registration of a PayByPhone account, data collected on parking transactions including financial information, data collected on customers’ mobile devices, and derivative data used and stored in PayByPhone databases (the “User Data”).

5.2.2 PayByPhone obtains, stores and uses such User Data only in accordance with applicable laws.

5.2.3 PayByPhone shall retain exclusive ownership of all rights, including Intellectual Property rights, in and to the User Data.

5.2.4 PayByPhone may provide to the Client from time to time, throughout the duration of this Agreement, part of the User Data for the following purposes:

   i) Such that the Client may use the User Data for parking enforcement;

   ii) In respect of any enforcement proceedings for parking citations or penalties issued by the Client during the Term of this Agreement until such time as any such proceedings are resolved; and

   iii) As the Client’s internal and external auditors may reasonably request regarding compliance by PayByPhone with applicable laws and with its own privacy policy.

Section 6 TERM AND TERMINATION

6.1 TERM AND RENEWAL

6.1.1 This Agreement shall enter into force on the Effective Date and shall remain in force and effect for a period of three consecutive years (the “Initial Term”) from the date signed unless earlier terminated in accordance with this Section 6.

6.1.2 Upon the termination of the Initial Term, the Agreement will automatically renew for one (1) or more additional terms of one (1) year each (each a “Renewal Term”), unless either party gives the other party at least ninety (90) days prior written notice of its intent to not renew the Agreement before the end of the then-current Term. The Initial Term and all Renewal Terms, if any, shall collectively be referred to as the “Term.”
6.2 TERMINATION
Should a party breach a material term and such breach remains uncorrected for thirty (30) days after receipt of a notice by the breaching party, the non-breaching party may, in addition to all other remedies available at law, terminate this Agreement by providing written notice to the breaching party, without further obligation provided, however, that if the nature of the breach is such that it cannot be reasonably cured within such thirty (30) day period, the breaching party will not be deemed in default of this Agreement so long as such party commences efforts to effect a cure and is diligently pursuing such efforts. Provided, further, that if the breach is as a result of the non-payment of any fee, the non-breaching party may terminate this Agreement if such breach remains uncorrected for ten (10) days after the breaching party’s receipt of notice of such breach.

Section 7 REPRESENTATIONS AND WARRANTIES

7.1 MUTUAL REPRESENTATIONS AND WARRANTIES
Each party represents and warrants to the other that:

i) it has the full corporate right and authority, and possesses all licenses, permits, authorizations and rights to intellectual property, necessary to enter into and perform this Agreement;

ii) its entry into and performance of this Agreement do not and will not conflict with or result in a breach or violation of any agreement or order by which it is bound; and

iii) this Agreement constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms of this Agreement.

Section 8 DISCLAIMER, INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 DISCLAIMER
Except as expressly set forth in this agreement, PayByPhone does not make, and hereby specifically disclaims, any representations or warranties, express or implied, regarding the PayByPhone mobile payment services, including any implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. Client acknowledges that the PayByPhone mobile payment services and services furnished by PayByPhone under this agreement (including, without limitation, any servers or other hardware, software, applications and any other items used or provided by PayByPhone or any third parties in connection with providing access to or hosting any of the foregoing or the performance of any services by PayByPhone under this agreement) are provided by PayByPhone “as is”.

8.2 INDEMNIFICATION
Subject to Section 8.3, each party (the “Indemnifying Party”) will defend, indemnify and hold harmless the other party (the “Indemnified Party”) from and any against any and all third party claims, actions, losses (collectively, “Losses”) resulting from or arising out of the Indemnifying Party’s breach of any representation, warranty or other obligation set forth in this Agreement. The Indemnified Party shall not be entitled to be so indemnified unless it has given the Indemnifying Party prompt written notice of any Losses, afforded the Indemnifying Party the opportunity to assume sole control over the defence and settlement, if applicable, of the Losses, and provided the Indemnifying Party (at the Indemnifying Party’s expense) all relevant information, assistance and authority to enable the Indemnifying Party to perform its obligations hereunder. The Indemnifying Party shall not settle any Losses without the Indemnified Party’s written consent, which shall not be unreasonably withheld.

8.3 LIMITATION OF LIABILITY
In no event shall any party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or profits arising out of or in connection with this agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.
8.4 PARKING RATES
Client will be given access to parking rate data in order to confirm the parking rates at each location via the PayByPhone BackOffice. PayByPhone will make every attempt to ensure the rates are configured correctly; upon completion of each location setup, it is the Client’s responsibility to ensure all rates are configured correctly. Failing to do so shall exclude PayByPhone from any liability. Client shall provide PayByPhone with sufficient notice of any rates change during PayByPhone standard business hours.

Section 9 CONFIDENTIALITY
Neither party will disclose the other party’s confidential or proprietary information, including User Data ("Confidential Information") (including the terms of this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use or that a reasonable person would consider confidential, given the context) except:

i) with the other party’s consent;

ii) to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement;

iii) when required to do so by law or by any binding rule, order or request.

For purposes of this Section 9, the parties agree that confidential or proprietary information does not include any information that is:

(a) already known to the receiving party at the time of disclosure hereunder (other than from the other party hereto) as demonstrated by its written records;

(b) now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information;

(c) disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or

(d) independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party’s confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

Section 10 MISCELLANEOUS

10.1 ASSIGNMENT
This Agreement shall be binding on the parties, their successors and their permitted assigns. Neither party may assign its rights or obligations under this Agreement without the consent of the other. Such consent may not be unreasonably withheld.

10.2 NO AGENCY
Each party, in all matters relating to this Agreement, will act as an independent contractor and independent employers. Except as otherwise expressly set forth herein, neither party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Nothing in this Agreement shall be construed to have established any
agency, joint venture or partnership between the parties. Neither party shall make any warranties or representations on behalf of the other party.

10.3 Governing Law **Pending Change at Request of Town Counsel**
This Agreement, and all matters relating hereto, shall be governed in all respects by the laws of the Province of British Columbia, Canada, excluding the application of any conflict of laws principles and/or rules. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the competent courts located in British Columbia, Canada, and consent to the personal and exclusive jurisdiction and venue of these courts.

10.4 Severability
In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

10.5 Attorney’s Fees
In any legal proceeding between the parties, the prevailing party shall be entitled to recover reasonable attorney’s fees and expenses.

10.6 Force Majeure
If performance hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of a party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference.

10.7 Entire Agreement
This Agreement, together with the Appendix attached to it, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, any prior agreements with respect to the subject matter hereof. This Agreement may not be modified, amended or any provision waived except by the parties’ mutual written agreement.

10.8 No Waiver
Failure by either party to enforce any provision of this Agreement (whether in any one or more instance) shall not be deemed a waiver of future enforcement of that or any other provision.

10.9 Notice
Any notices hereunder provided to PayByPhone shall be given at the address specified below or at such other address as PayByPhone specifies in writing. Any notices hereunder provided to Client shall be given at the address specified below or at such other address as Client specifies in writing. Any notice or other communication required to be given hereunder by either party shall be deemed duly given (a) when personally delivered to the other party, or (b) on the date of receipt when such notice was mailed by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth above, or such other address as either party may designate by giving written notice to the other; or (c) on the date of receipt when such notice was sent by facsimile or e-mail to the other party; provided the sending party receives a written or electronic notice of receipt from the other party of the facsimile or e-mail.

10.10 Counterparts
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

10.11 Captions
The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision set forth herein.

10.12 AGREEMENT APPROVAL
Each party hereby represents and warrants that all necessary corporate and/or governmental approvals for this Agreement have been obtained, and the person whose signature appears below has the authority necessary to execute this Agreement on behalf of the party indicated.

10.13 SOPHISTICATION OF PARTIES
Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the agreement.

10.14 CLIENT’S CONDUCT OF BUSINESS THROUGH AFFILIATES
The parties acknowledge that Client may carry out its business through affiliates. Client agrees to cause its affiliates to take such actions and to execute such documents as may be reasonably required to give effect to this Agreement as though references to Client in this Agreement were references to Client and those of its affiliates through which it carries on the business of owning and operating parking facilities.

10.15 PCI-DSS: PAYMENT CARD INDUSTRY DATA SECURITY STANDARD
PayByPhone is responsible for the security of cardholder data which PayByPhone possesses or otherwise stores, processes, or transmits on behalf of the Client. PayByPhone abides by the rules and regulations set forth in the PCI-DSS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorised representatives.

Town of Wellesley                                     PayByPhone Technologies Inc.

Signature: ____________________________                Signature: ____________________________

Name: ____________________________                  Name: ____________________________

Title: ____________________________                        Tile: ____________________________

Notice Address:                                  Notice Address:
      525 Washington Street,                             #403 – 1168 Hamilton St.
    Wellesley, MA 02482                                Vancouver, British Columbia, V6B 2S2
APPENDIX A

SERVICES TO BE PROVIDED:

PayByPhone Mobile Payment Service

SYSTEM WILL:

1. Register consumers by phone or online who wish to pay for parking by mobile phone or web-enabled device.
2. Activate and collect payment via credit or debit card for parking using PayByPhone in accordance with parking rates specified by the Client and the PayByPhone Terms and Conditions.
3. Display payment status of license plate, space or meter number on internet-capable handheld device such as mobile phone, handheld computer or other wireless device for enforcement.
4. Provide a secure web-based administration interface for rates control, management and accounting reports.

PRICING:

<table>
<thead>
<tr>
<th>One Time Setup Fees</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile payment services setup</td>
<td>$500&lt;sup&gt;1&lt;/sup&gt; (discounted)</td>
</tr>
<tr>
<td>Validation system setup</td>
<td>$500</td>
</tr>
<tr>
<td>Each locations setup after initial deployment phase</td>
<td>$0 (waived)</td>
</tr>
<tr>
<td>Integration with third party</td>
<td>$0 (waived)</td>
</tr>
<tr>
<td>Initial dynamic label background</td>
<td>$0 (waived)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Monthly Fees:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly minimum (mobile payment)</td>
<td>$0 (waived)</td>
</tr>
<tr>
<td>Monthly Validation System (validation services)</td>
<td>$0 (waived)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Per Transaction Charges:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Consumer pays (convenience fee added to price of parking)</td>
<td>$0.11</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Merchant account fees:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Credit Card Authorization charge</td>
<td>N/A&lt;sup&gt;3&lt;/sup&gt;</td>
</tr>
<tr>
<td>Payment Processing Cost per transaction</td>
<td>$0.20 + 2.3%</td>
</tr>
<tr>
<td>Payment Processing monthly minimum</td>
<td>$0 (waived)</td>
</tr>
<tr>
<td>Mobile payment services Credit Card Internet Gateway charge</td>
<td>N/A</td>
</tr>
</tbody>
</table>

NOTES:

1. One time set-up fee includes, but is not limited to configuration, testing and implementation of a dedicated client account within the PayByPhone system; merchant account integration and testing; set up and training on reporting, customer service and other elements of the PayByPhone Service Management Interface, marketing coordination. Setup fees invoiced at contract signing.
2. Monthly fees apply when mobile payment services fees (transaction charges) per calendar month total less than as specified here. Client is responsible for covering the difference between the monthly minimum and the total fees.
3. Client's own credit card processing and merchant banking fees will apply.
4. For pricing option where the consumer does not pay any additional fee on top of the price of parking, uptake / usage of the PayByPhone service is significantly higher. The PayByPhone fees are more than off-set by increased volume, repeat usage by consumers who prefer this payment option, extensions to parking sessions paid remotely via PayByPhone and a reduction in cash handling and processing.

5. In the event that PayByPhone is the only form of payment, the client will be responsible for 100% of the call centre cost as a pass through.

6. All fees and charges are payable within 30 days of invoicing.
# Appendix B

PayByPhone Professional Services Sample Rates Table & Definitions

<table>
<thead>
<tr>
<th>Resource</th>
<th>Office Hours Rate per hour</th>
<th>After Hours Rate per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Architect</td>
<td>$250</td>
<td>$315</td>
</tr>
<tr>
<td>Senior Product Manager</td>
<td>$250</td>
<td>$315</td>
</tr>
<tr>
<td>Creative Services</td>
<td>$200</td>
<td>$250</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$200</td>
<td>$250</td>
</tr>
<tr>
<td>Programmer / Developer</td>
<td>$200</td>
<td>$250</td>
</tr>
<tr>
<td>Implementation Manager</td>
<td>$175</td>
<td>$225</td>
</tr>
<tr>
<td>Consumer Adoption Strategist</td>
<td>$150</td>
<td>$200</td>
</tr>
<tr>
<td>Application Trainer</td>
<td>$125</td>
<td>$150</td>
</tr>
<tr>
<td>Support Agent</td>
<td>$125</td>
<td>$150</td>
</tr>
<tr>
<td>Tester</td>
<td>$125</td>
<td>$150</td>
</tr>
<tr>
<td>Resource</td>
<td>Descriptions</td>
<td></td>
</tr>
<tr>
<td>---------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Senior Architect</td>
<td>A PayByPhone Architect will lead the definition and implementation of the product software architectures. They will transform the requirements created by the Product Manager into a set of architecture and design documents that can be used by the rest of the team to create the solution. The PayByPhone Architect is responsible for matching technologies to the proposed requirements.</td>
<td></td>
</tr>
<tr>
<td>Senior Product Manger</td>
<td>A PayByPhone Product Manager specifies market requirements for current and future products. Working with the Project Manager, software development team, client and client management team, the Product Manager is responsible for driving a solution across development teams through market requirements, product contracts and positioning.</td>
<td></td>
</tr>
<tr>
<td>Creative Services</td>
<td>The PayByPhone Creative Team will execute highly effective and proven design concepts, layouts, graphic elements and systems. Our Creative Manager will plan and arrange signage, stickers, decals and marketing collateral including web content according to the client’s parking environment, marketing strategies and objectives, taking into consideration the usability and visibility of each sign.</td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>A PayByPhone Project Manager will create and maintain project plans that communicate tasks, milestones, status and resource allocation. Making use of Project Management Lifecycle Methodology, they are ultimately responsible for project execution. In addition to exercising their knowledge of project management best practices, the PayByPhone project manager serves as business liaison, budget manager, customer relations manager, facilitator, negotiator, risk manager, change agent, task tracker, problem solver and implementer.</td>
<td></td>
</tr>
<tr>
<td>Implementation Manager</td>
<td>Manage / coordinate and implement ALL technical aspects required to set up the project. Liaise with Parking Operator staff to ensure data is complete and correct. Coordinate internal development resources and provide updates to project management and commercial team on timing, dependencies etc. Manages the pickles process. Provide technical training to client personnel.</td>
<td></td>
</tr>
<tr>
<td>Consumer Adoption Strategist</td>
<td>A PayByPhone Consumer Adoption Strategist will work with the key client contacts to develop and implement a plan to maximize the client’s goals for the PayByPhone service. Learning from hundreds of client implementations, access to the latest data analytics and considerable expertise in mobile and consumer technology usage are incorporated into an ongoing plan to drive maximum usage and customer convenience.</td>
<td></td>
</tr>
<tr>
<td>Role</td>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>--------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Application Trainer</td>
<td>A PayByPhone Applications Trainer will design and deliver training programs for the PayByPhone system. They will also design training course materials and other documents such as handouts, manuals and exercises. Training is typically conducted via a web session, either one on one in a train-the-trainer scenario or in a group setting.</td>
<td></td>
</tr>
<tr>
<td>Support Agent</td>
<td>A PayByPhone support agent interacts with client contacts to address inquiries regarding the PayByPhone system, reporting interface, log-ins and general administration.</td>
<td></td>
</tr>
<tr>
<td>Tester</td>
<td>The PayByPhone Quality Assurance (QA) testers will thoroughly evaluate, stress-test and troubleshoot all new code, programs and software. The PayByPhone QA testers will log and prioritize any issues/bugs found and work closely with the Software Development team for a resolution.</td>
<td></td>
</tr>
</tbody>
</table>
6. **Discuss and Vote Change in Manager for Alcohol License – Whole Foods**

The Board has received a request from Whole Foods to change the manager on the retail sale of beer and wine license from Kimberly Pinelli to Kimberly Hall. Ms. Hall will attend the meeting. The application materials are in order and staff is supportive of this request.

**MOTION**

MOVE to approve the change in manager for Whole Foods Market Group, Inc. License from Kimberly Pinelli to Kimberly Hall.
December 2, 2019
110905-34

By Hand Delivery

Town of Wellesley
Board of Selectmen
Wellesley Town Hall
525 Washington Street
Wellesley, MA 02482

Re: Whole Foods Market—442 Washington Street
Application for Change of Manager of Record

Dear Board Members:

On behalf of Whole Foods Market Group, Inc., I enclose one original and one copy of an Application for Change of Manager to the License to Expose, Keep for Sale, and to Sell Wine and Malt Beverages for Food Store for Off Premises Consumption held by Whole Foods Market Group, Inc.

Please do not hesitate to contact me should you have any questions regarding this application, require any further information or documentation, or if there are any filing fees due to the Town of Wellesley in connection with this application.

Very truly yours,

Brent M. McDonald

Enclosures

Cc: Kimberly Hall, Whole Foods Market (by e-mail, without enclosures)
James Hughes, Whole Foods Market (by e-mail, without enclosures)
Jacob Creswell, Whole Foods Market (by e-mail, without enclosures)

4672607.1
Amendment—Change of Manager Application
The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
www.mass.gov/abcc

AMENDMENT-Change of Manager  [x] Change of License Manager

1. BUSINESS ENTITY INFORMATION
   Entity Name: WHOLE FOODS MARKET GROUP, INC.  
   Municipality: WELLESLEY  
   ABCC License Number: 89228-PK-1344

2. APPLICATION CONTACT
   The application contact is the person who should be contacted with any questions regarding this application.  
   Name: Brent McDonald  
   Title: Attorney  
   Email: bmcdonald@nutter.com  
   Phone: 617-439-2486

3A. MANAGER INFORMATION
   The individual that has been appointed to manage and control of the licensed business and premises.  
   Proposed Manager Name: Kimoerly Hall  
   Date of Birth: [redacted]  
   SSN: [redacted]  
   Residential Address: [redacted]  
   Email: kim.hall@wholefoods.com  
   Phone: [redacted]  
   Please indicate how many hours per week you intend to be on the licensed premises: 45
   Last-Approved License Manager: Kimberly Ann Pinelli

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.

<table>
<thead>
<tr>
<th>Start Date</th>
<th>End Date</th>
<th>Position</th>
<th>Employer</th>
<th>Supervisor Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/2019</td>
<td>Present</td>
<td>Store Team Leader--Wellesley</td>
<td>Whole Foods Market</td>
<td>James Hughes</td>
</tr>
<tr>
<td>8/2019</td>
<td>11/2019</td>
<td>Prepared Foods Coordinator</td>
<td>Whole Foods Market</td>
<td>James Hughes</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Date of Action</th>
<th>Name of License</th>
<th>State</th>
<th>City</th>
<th>Reason for suspension, revocation or cancellation</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/26/2008</td>
<td>Whole Foods--Grocery Beer</td>
<td>CT</td>
<td>Glastonbury</td>
<td>1-day suspension &amp; $3,000 fine for sale to minor</td>
</tr>
</tbody>
</table>

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: [Signature]  
Date: 11.27.2019
3C. EMPLOYMENT INFORMATION (Continued)

<table>
<thead>
<tr>
<th>Start Date</th>
<th>End Date</th>
<th>Position</th>
<th>Employer</th>
<th>Supervisor Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 2015</td>
<td>August 2018</td>
<td>Bakery Coordinator</td>
<td>Whole Foods Market</td>
<td>James Hughes</td>
</tr>
<tr>
<td>January 2013</td>
<td>January 2015</td>
<td>Store Team Leader – Charlestown</td>
<td>Whole Foods Market</td>
<td>James Hughes</td>
</tr>
<tr>
<td>April 2010</td>
<td>March 2013</td>
<td>Store Team Leader—Woburn</td>
<td>Whole Foods Market</td>
<td>James Hughes</td>
</tr>
<tr>
<td>January 2008</td>
<td>Sept 2010</td>
<td>Store Team Leader—Glastonbury, CT</td>
<td>Whole Foods Market</td>
<td>James Hughes</td>
</tr>
<tr>
<td>January 2005</td>
<td>January 2007</td>
<td>Store Team Leader—Wayland</td>
<td>Whole Foods Market</td>
<td>James Hughes</td>
</tr>
</tbody>
</table>
APPLICANT'S STATEMENT

I, [Name of Authorized Signatory], the: □ sole proprietor; □ partner; □ corporate principal; □ LLC/LLP manager of [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 “ABCCC” 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: [Signature] Date: [November 26, 2019]

Title: Secretary
Vote of the Entity

- Whole Foods Market Group, Inc.
CORPORATE VOTE

The Board of Directors or LLC Managers of Whole Foods Market Group, Inc. (Entity Name) and the City/Town of Wellesley on November 26, 2019 (Date of Meeting) have voted to apply to the Licensing Authority of the Commonwealth of Massachusetts Alcoholic Beverages Control Commission on November 26, 2019.

For the following transactions (Check all that apply):

☑ Change of Manager

☐ Other

“VOTED: To authorize Albert Percival or Kimberly Hall (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 Kimberly Hall (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 attested to by:

Corporate Officer/LLC Manager Signature

For Corporations ONLY

A true copy attest,

Corporation Clerk’s Signature
CORI Request Form for Proposed Manager of Record

- Kimberly Hall
7. Discuss and Vote Supplemental Winter Maintenance Budget Request – DPW

Due to the recent storm events DPW is seeking a supplemental budget request. Please find in your packet a memo from David Cohen, DPW Director, identifying the number of recent storm related events the DPW responded to, along with the costs associated with the events. DPW is currently seeking a $300,000 supplemental appropriation.

MOTION

MOVE to approve the supplemental winter maintenance budget request from the Department of Public Works in the amount of $300,000.
December 26, 2019

Meghan Jop  
Executive Director of General Government Services  
Town of Wellesley  
525 Washington Street  
Wellesley, MA 02482

RE: FY2020 Winter Maintenance Appropriation

Dear Meghan:

I respectfully request that you authorize a $300,000 supplemental authorization for the FY20 Winter Maintenance Appropriation. As a result of the December 17th storm, we’ve nearly exhausted the winter budget when all charges from December are assessed. If winter ended today, we estimate that the available balance in the winter budget would be approximately $11,000.

With a potential of three more months of winter weather still to come, we will most likely incur additional expenditures for snow and ice fighting and removal during the balance of this fiscal year. For your information, we have attached a report of the winter related expenditures and also a summary of all winter response events to date. As you will see, the storms of December 1st through the 4th and December 17th were extended events which required several days of effort treating, plowing, then clearing snow and ice.

As you know, under the provisions of Massachusetts General Law Chapter 44, Section 31D, a town may incur liability and make expenditures in excess of available appropriations for snow and ice removal, provided that such expenditures are approved by the Selectmen or their designee.

The statute also requires that, in order to make use of the provisions of MGL 44:31D, the current year winter maintenance appropriation must equal or exceed the prior year’s appropriation. We are in compliance with this requirement as $357,420 was originally appropriated in FY19 and $366,355 was appropriated in FY20.
I therefore request that you authorize the expenditure of $300,000 in additional funds for the purpose of snow and ice removal.

Thank you for your assistance and please let me know if you have any questions or need additional information.

Sincerely,

[Signature]
David A. Cohen
DPW Director

Attachments

Cc: Todd Cook, Advisory Committee Chair
    Sheryl Strother, Finance Director
    Board of Public Works
## Town of Wellesley DPW
### FY2020 Winter Response Events
#### As of 12/18/19

<table>
<thead>
<tr>
<th>Storm #</th>
<th>Date</th>
<th>Day</th>
<th>Response</th>
<th>Accum. (Inches)</th>
<th>Salt Used (Tons)</th>
<th>Brine Used (Gal)</th>
<th>Duration (Hours)</th>
<th>Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>11/12/2019</td>
<td>Tuesday</td>
<td>Treat Only</td>
<td>0.00</td>
<td>25</td>
<td></td>
<td>3.8</td>
<td>Freezing rain</td>
</tr>
<tr>
<td>2</td>
<td>11/21/2019</td>
<td>Thursday</td>
<td>Treat Only</td>
<td>0.00</td>
<td>6</td>
<td></td>
<td>2.5</td>
<td>Black ice</td>
</tr>
<tr>
<td>3</td>
<td>12/01/2019</td>
<td>Sunday</td>
<td>Plow &amp; Treat</td>
<td>13.00</td>
<td>273</td>
<td>15,100</td>
<td>48.0</td>
<td>Snow to wet snow over 2 days</td>
</tr>
<tr>
<td>4</td>
<td>12/06/2019</td>
<td>Friday</td>
<td>Treat Only</td>
<td>0.00</td>
<td>49</td>
<td></td>
<td>3.0</td>
<td>Small storm, salt as prevention</td>
</tr>
<tr>
<td>5</td>
<td>12/10/2019</td>
<td>Tuesday</td>
<td>Treat Only</td>
<td>2.00</td>
<td>129</td>
<td></td>
<td>8.0</td>
<td>Slush</td>
</tr>
<tr>
<td>6</td>
<td>12/17/2019</td>
<td>Tuesday</td>
<td>Treat Only</td>
<td>2.25</td>
<td>268</td>
<td>4,650</td>
<td>28.0</td>
<td>Wet and heavy snow</td>
</tr>
</tbody>
</table>

**TOTALS / COUNT**

|                  | 4 | 2 | 0  | 17.25 | 750 | 19,750 | 93.25 |


## Winter Maintenance Budget

### Through Payroll of Week Ending 12/10/19

and including an estimate through 12/18/19

As of 12/18/19

### Sources of Funds

<table>
<thead>
<tr>
<th>FY19 Appropriation</th>
<th>$366,355.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Available Funds</td>
<td>$366,355.00</td>
</tr>
</tbody>
</table>

### Uses of Funds

#### Uses of Funds - Paid to Date

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Services</td>
<td>$72,768.28</td>
</tr>
<tr>
<td>Vehicle Maint &amp; Fuel</td>
<td>$82,564.01</td>
</tr>
<tr>
<td>Contractor Services</td>
<td>$29,020.00</td>
</tr>
<tr>
<td>Salt/Sand</td>
<td>$-</td>
</tr>
<tr>
<td>Other Supplies</td>
<td>$834.52</td>
</tr>
<tr>
<td><strong>Paid to Date</strong></td>
<td><strong>$185,186.81</strong></td>
</tr>
</tbody>
</table>

#### Uses of Funds - Services Provided But Not Yet Paid

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Services</td>
<td>$36,851.45</td>
</tr>
<tr>
<td>Vehicle Maint &amp; Fuel</td>
<td>$40,041.00</td>
</tr>
<tr>
<td>Contractor Services</td>
<td>$24,158.75</td>
</tr>
<tr>
<td>Salt/Sand</td>
<td>$58,990.44</td>
</tr>
<tr>
<td>Other Supplies</td>
<td>$9,499.00</td>
</tr>
<tr>
<td><strong>Not Yet Invoiced</strong></td>
<td><strong>$169,540.64</strong></td>
</tr>
</tbody>
</table>

#### Total Uses - Committed to Date

|                         | $354,727.45 |

### Available Balance Remaining

|                         | $11,627.55  |

### Requested Additional Funds

|                         | $300,000.00 |

### Projected Revised Balance

|                         | $311,627.55 |
8. Executive Directors Report

- Accept Gift – COA second distribution from Richard A. Campana Trust

Richard Campana was a Wellesley resident and upon his passing he has bequeathed 2% of his estate for programming and facilities at the Council on Aging. The Town has received the second distribution of $100,000. Due to the significant size of the gift, upon receipt of the initial gift a conversation was had to seek clarification from the estate’s attorney on the gift. The Town received the clarification and accepted the first installment of $100,000 in October 2019 allowing the Town to accept the gift, to allow it to earn interest, and to specify that said funds can be expended on both COA programs and facilities of the Tolles Parsons Center by majority vote of both the COA and the Board. Staff is seeking acceptance of the gift under the same terms and conditions.

MOTION

MOVE to accept the gift of $100,000 from the Richard A. Campana Revocable Trust for COA programs and facilities of the Tolles Parsons Center to be held in trust by the Town and that any and all interest earned be used for the same purposes of the original bequest.

- Vote DBA Change for Alcohol License – Great Wok

The Board approved a change in ownership of the Wok on May 20, 2019. The new owner is now seeking to modify the name of the business from “The Wok” to “Great Wok”. All other provisions of the license would remain the same. Staff recommends approval of the DBA Change on the Alcohol License. Staff has not asked anyone to attend the meeting given the simplicity of the change.

Motion

MOVE to approve the change in DBA for the All Alcohol License for The Wok at 120 Worcester Street to Great Wok.

- Vote Park & Tree 2019 Arbor Day Proclamation

The DPW did not request a 2019 Arbor Day Proclamation, therefore the Board of Selectmen did not vote an Arbor Day Proclamation for 2019. The proclamation is a necessary component to retain the Town’s status as a Tree City USA community. Cricket Vlass has asked for the Board to retroactively make the proclamation. Staff has added the proclamation for 2020 to the BOS Calendar.

MOTION

MOVE to approve the 2019 Arbor Day Proclamation.
• Vote NRC BYOBag Proclamation, January 2020

The NRC has requested the Board of Selectmen to proclaim January Bring Your Own Bag Month. This will be the third year the Town has proclaimed January BYOBag month. To support the declaration, Brandon Schmitt (NRC Director) has submitted a memo detailing the additional efforts the NRC will be undertaking to promote and support this effort.

MOTION

MOVE to proclaim January 2020 as Bring Your Own Bag Month in the Town of Wellesley.

READ PROCLAMATION

• Vote to Appoint Wellesley Police Crossing Guard

The Police Department has received an application for a School Crossing Guard which they would like appointed.

MOTION

MOVE to appoint Joshua Madden as a School Crossing Guard until June 30, 2020.
<table>
<thead>
<tr>
<th>Description</th>
<th>Sponsor</th>
<th>Motions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Choose Moderator &amp; Receive Reports</td>
<td>BOS</td>
<td></td>
</tr>
<tr>
<td>Town-Wide Financial Plan &amp; Five Year Capital Budget Program</td>
<td>BOS</td>
<td></td>
</tr>
<tr>
<td><strong>Appropriations - Operating and Outlay</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consent Agenda - Simple Majority vs 2/3</td>
<td>BOS</td>
<td></td>
</tr>
<tr>
<td>Amend Job Classification Plan</td>
<td>HR</td>
<td></td>
</tr>
<tr>
<td>Amend Salary Plan - Pay Schedule (including union contract settlements)</td>
<td>HR</td>
<td></td>
</tr>
<tr>
<td>Set Salary of Elected Official</td>
<td>BOS</td>
<td></td>
</tr>
<tr>
<td>FY20 Budget Supplemental Appropriations</td>
<td>BOS</td>
<td></td>
</tr>
<tr>
<td>Omnibus Budget and Capital (FY21)</td>
<td>BOS</td>
<td></td>
</tr>
<tr>
<td>Revise Revolving Funds, set amounts for the year, modify Tree Bank Fund</td>
<td>BOS</td>
<td></td>
</tr>
<tr>
<td>Revise Injured on Duty Stabilization and increase funding</td>
<td>BOS</td>
<td></td>
</tr>
<tr>
<td>Special Education Reserve Fund - Additional funding</td>
<td>BOS</td>
<td></td>
</tr>
<tr>
<td>Baler Stabilization Fund Contribution from Free Cash</td>
<td>BOS</td>
<td></td>
</tr>
<tr>
<td>Establish Morses Pond Beach and Bathhouse Stabilization Fund</td>
<td>REC</td>
<td></td>
</tr>
<tr>
<td>Water Program</td>
<td>BPW</td>
<td></td>
</tr>
<tr>
<td>Sewer Program</td>
<td>BPW</td>
<td></td>
</tr>
<tr>
<td>Electric Program</td>
<td>MLP</td>
<td></td>
</tr>
<tr>
<td><strong>Appropriations - Special Capital Projects</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Preservation Fund Appropriations</td>
<td>CPC</td>
<td></td>
</tr>
<tr>
<td>Town Hall Annex Schematic Design through Bidding Phase</td>
<td>BOS/PBC</td>
<td></td>
</tr>
<tr>
<td>Additional Funding for Lee/Hunnewell Fields</td>
<td>NRC</td>
<td></td>
</tr>
<tr>
<td>Great Plain Avenue Construction Funds</td>
<td>BOS/BPW</td>
<td></td>
</tr>
<tr>
<td><strong>Authorizations</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Authorize Water Fund and/or Sewer Fund Authorization (MWRA)</td>
<td>DPW</td>
<td></td>
</tr>
<tr>
<td>Authorize Lease Agreement - 254 Washington Street</td>
<td>BOS</td>
<td></td>
</tr>
<tr>
<td>Authorize Expenditure of State Transp. Infrastructure Funds (Uber/Lyft)</td>
<td>BOS</td>
<td></td>
</tr>
<tr>
<td>Authorize Renaming of Hunnewell Field to Diane P. Warren Field</td>
<td>NRC</td>
<td></td>
</tr>
<tr>
<td>Authorize Modifications, Insertions, or Deletions of Human Resource Board Policies</td>
<td>HR</td>
<td></td>
</tr>
<tr>
<td>Resolution on Climate Action/Emergency</td>
<td>BOS</td>
<td></td>
</tr>
<tr>
<td>Acceptance of Easements</td>
<td>DPW</td>
<td></td>
</tr>
<tr>
<td><strong>Amend Zoning Bylaw</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning Map Amendment Create Single Building Historic District - 323 Washington Street</td>
<td>PB</td>
<td></td>
</tr>
<tr>
<td>Amend Establishment of Districts to Large Scale Solar Overlay District</td>
<td>PB</td>
<td></td>
</tr>
<tr>
<td>Amend Zoning Bylaw to provide LHR review of homes in General Residence District</td>
<td>PB</td>
<td></td>
</tr>
<tr>
<td>Amend the Tree Protection Bylaw</td>
<td>PB</td>
<td></td>
</tr>
<tr>
<td>Amend Natural Resources Protection Bylaw</td>
<td>PB</td>
<td></td>
</tr>
<tr>
<td>Delete Temporary Moratorium on Marijuana Establishments</td>
<td>PB</td>
<td></td>
</tr>
<tr>
<td>Amend Registered Marijuana Dispensary Regulations</td>
<td>PB</td>
<td></td>
</tr>
<tr>
<td>Amend Drainage Review to comply with MS4 Permit</td>
<td>DPW</td>
<td></td>
</tr>
<tr>
<td>Amend Board of Selectmen to Select Board</td>
<td>BOS</td>
<td></td>
</tr>
<tr>
<td><strong>Amend Town/General Bylaws</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amend Board of Selectmen to Select Board</td>
<td>BOS</td>
<td></td>
</tr>
<tr>
<td>Amend and Reformat Town Bylaws</td>
<td>CLK/BOS</td>
<td></td>
</tr>
<tr>
<td><strong>Citizen Petitions</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Residence - LHR Amendment</td>
<td>Citizen</td>
<td></td>
</tr>
<tr>
<td>Resolution - Designate the 2nd Monday in October Indigenous People's Day</td>
<td>Citizen</td>
<td></td>
</tr>
<tr>
<td>Resolution - Designate the 2nd Monday in October Indigenous People's Day/Columbus Day</td>
<td>Citizen</td>
<td></td>
</tr>
<tr>
<td>Reaffirm GHG Reduction Goal and Increase Non-Emitting Electricity Purchases</td>
<td>Citizen</td>
<td></td>
</tr>
<tr>
<td>Improve Efficiency and Reduce Expenditures in Town Government</td>
<td>Citizen</td>
<td></td>
</tr>
<tr>
<td>Amend Town Bylaw to Ban the Sale of Fur in Wellesley</td>
<td>Citizen</td>
<td></td>
</tr>
<tr>
<td><strong>General</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rescind or Transfer Debt; Appropriate Premiums</td>
<td>BOS</td>
<td></td>
</tr>
<tr>
<td>Settle Claims</td>
<td>BOS</td>
<td></td>
</tr>
<tr>
<td>Disposal of Property</td>
<td>BOS</td>
<td></td>
</tr>
<tr>
<td>Appoint Fire Engineers</td>
<td>BOS</td>
<td></td>
</tr>
<tr>
<td>* Consent Agenda Recommendation</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Good Morning Meghan and Cay,

Attached is an Excel spreadsheet of the gifts accepted by the COA Board at its November and December Board meetings. I’m forwarding them to you for consideration by the Board of Selectmen. I believe this is the format that you prefer, please let me know any modifications that may be needed. Please note too, the December gifts include the 2nd partial distribution from the Richard A. Campana Revocable Trust. The Board accepted the gift, but Kathleen needs to sign the release which will probably occur this Thursday.

Happy New Year!

Judith Webster
Interim Director
<table>
<thead>
<tr>
<th>Date of Acceptance</th>
<th>Amount</th>
<th>From</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/21/2019</td>
<td>$60.00</td>
<td>Bus Donation - Marina Timasheff</td>
</tr>
<tr>
<td>11/21/2019</td>
<td>$2.00</td>
<td>Bus Donation - John Bybee</td>
</tr>
<tr>
<td>11/21/2019</td>
<td>$5.00</td>
<td>Bus Donation - Blanche LaRose</td>
</tr>
<tr>
<td>11/21/2019</td>
<td>$5.00</td>
<td>Bus Donation - Joanne Kmiec</td>
</tr>
<tr>
<td>11/21/2019</td>
<td>$1.00</td>
<td>Bus Donation - Peg Hurst</td>
</tr>
<tr>
<td>11/21/2019</td>
<td>$25.00</td>
<td>Bus Donation - Langxiang Yang</td>
</tr>
<tr>
<td>11/21/2019</td>
<td>$117.00</td>
<td>Coffee Donations from Mary Bowers Cafe - Individual Donations</td>
</tr>
<tr>
<td>11/21/2019</td>
<td>$17.85</td>
<td>Coffee Donations from Mary Bowers Cafe - Individual Donations</td>
</tr>
<tr>
<td>12/19/2019</td>
<td>$15.00</td>
<td>Bus Donation-Jason Ziegelman</td>
</tr>
<tr>
<td>12/19/2019</td>
<td>$4.00</td>
<td>Bus Donation-Joanne Kmiec</td>
</tr>
<tr>
<td>12/19/2019</td>
<td>$116.00</td>
<td>Coffee Donations from Mary Bowers Cafe - Individual Donations</td>
</tr>
<tr>
<td>12/19/2019</td>
<td>$50.00</td>
<td>In Memory of Hans Petschaft - Paul &amp; Pam Tormey</td>
</tr>
<tr>
<td>12/19/2019</td>
<td>$823.65</td>
<td>September 2019 COA Lunch Program subsidy - Friends of Wellesley Council on Aging</td>
</tr>
<tr>
<td>12/19/2019</td>
<td>$1,012.00</td>
<td>October 2019 COA Lunch Program subsidy - Friends of Wellesley Council on Aging</td>
</tr>
<tr>
<td>12/19/2019</td>
<td>$772.00</td>
<td>November 2019 COA Lunch Program subsidy - Friends of Wellesley Council on Aging</td>
</tr>
<tr>
<td>12/19/2019</td>
<td>$100,000.00</td>
<td>Richard A. Campana Revocable Trust - 2nd Partial Distribution</td>
</tr>
</tbody>
</table>
November 19, 2019

Town of Wellesley  
Board of Selectmen  
Attention: Ms Cathryn Meagher  
525 Washington Street, 3rd Floor  
Wellesley, MA 02482

RE: Application for Amendment - Change of Business Entity Information:  
    Change in dba  
    BMA, Inc dba Great Wok (formerly approved as The Wok)  
    for premises located at 180 Worcester Street, Wellesley, MA  
    from Longivity, Inc.

Dear Ms. Meagher,

Per our previous telephone conversation, please find attached fully executed Application for Amendment - Change of Business Entity Information for the restaurant business located at 180 Worcester Street, Wellesley, MA.

My client and current liquor license holder, BMA, Inc, is proposing changing the dba name for the restaurant business from the previously approved "The Wok" to "Great Wok".

Kindly file the attached, arrange for the public hearing, and contact this office of such hearing date so we can attend accordingly.

Thank you for your kind cooperation in this matter.

Sincerely,

Chung H. Lee  
Attorney for BMA, Inc.
RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

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

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA. NO FEE

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY): 00011-RS-1344

LICENSEE NAME: BMA, Inc.

ADDRESS: 180 Worcester Street,

CITY/TOWN: Wellesley STATE MA ZIP CODE 02481

TRANSACTION TYPE (Please check all relevant transactions):

☐ Change of Hours ☒ Change of DBA

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396
RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR AMENDMENT-Change of Business Entity Information

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) 00011-RS-1344

ENTITY/ LICENSEE NAME BMA, Inc.

ADDRESS 180 Worcester Street,

CITY/TOWN Wellesley STATE MA ZIP CODE 02481

For the following transactions (Check all that apply):

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

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
# Application for Amendment - Change of Business Entity Information

- **Change of Corporate Name**
- **Change of DBA**
  - DOR Certificate of Good Standing (Req. for Chg of Corp Name only)
  - DUA Certificate of Compliance (Req. for Chg of Corp Name only)
  - Change of Corporate Name/DBA Application
  - Vote of the Entity
  - Payment Receipt
  - Business Structure Documents
    - If Sole Proprietor, **Business Certificate**
    - If partnership, **Partnership Agreement**
    - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

## 1. Business Entity Information

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Municipality</th>
<th>ABCC License Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>BMA, Inc.</td>
<td>Wellesley, MA</td>
<td>00011-RS-1344</td>
</tr>
</tbody>
</table>

Please provide a narrative overview of the transaction(s) being applied for.

Corporate applicant is applying for a change in the restaurant dba name to "Great Wok" from the previous approved "The Wok" dba name. Operations and corporate structure, and management shall remain identical to that of the previous application and approval.

### Application Contact

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shu Ying ZENG</td>
<td>President and Manager</td>
<td></td>
<td>(617) 902-8883</td>
</tr>
</tbody>
</table>

## 2. Changes to Business Entity Information

### 2a. Change of Corporate Name

- Last-Approved Corporate Name:
- Requested New Corporate Name:

### 2b. Change of DBA

- Last-Approved DBA: The Wok
- Requested New DBA: Great Wok

### 2c. Change of Corporate Structure

- LLC, Corporation, Sole Proprietor, etc
- Last-Approved Corporate Structure
- Requested New Corporate Structure

Signature: [Signature]

Title: President and Manager

Date: [11-18-19]
APPLICANT'S STATEMENT

Shu Ying ZENG
Authorized Signatory
of
BMA, Inc.

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: Shu Ying ZENG Date: 11-19-19
Title: President and Manager
CORPORATE VOTE

The Board of Directors or LLC Managers of BMA, Inc.

duly voted to apply to the Licensing Authority of Wellesley, MA
and the Commonwealth of Massachusetts Alcoholic Beverages Control Commission on November 15, 2019

For the following transactions (Check all that apply):

☐ Change Corporate Name
☐ Change Corporate Structure (i.e., Corp./LLC)
☒ Change of DBA
☐ Other

"VOTED: To authorize Shu Ying ZENG

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."

A true copy attest,

Corporate Officer / LLC Manager Signature

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk’s Signature

Shu Ying ZENG, Secretary/Clerk

(Print Name)
The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

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

ARTICLE I
The exact name of the corporation is:

BMA, Inc.

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:
To engage in the restaurant business and the sale of such other items, such as food & liquor, as are incidental to conduct of a restaurant business;
To buy, sell, own and lease real estate in connection with the aforesaid business;
To provide managerial, supervisory & advisory services of all kinds and character in connection with the aforesaid business;
To operate offices for the purchase, sale & conduct of other transactions in connection with the aforesaid business;
To enter into & perform contract, agreements & undertakings of any kind whether domestic or international in connection with any or all of the foregoing purposes;
And to engage in any lawful business for which a business corporation may legally do under the provisions of Chapter 156D of the General Laws of the Commonwealth of Massachusetts, and as such may be amended.

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

<table>
<thead>
<tr>
<th>WITHOUT PAR VALUE</th>
<th>WITH PAR VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TYPE</td>
<td>NUMBER OF SHARES</td>
</tr>
<tr>
<td>No Par Value</td>
<td>15,000</td>
</tr>
</tbody>
</table>

*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.**
ATTACHMENT 5A

Restrictions on Transfer of Capital Stock of Any Class

BMA, Inc.

Any stockholder, including the heirs, assigns, executors or administrators of a deceased stockholder, desiring to sell or transfer such stock owned by him or them, shall first offer it to the corporation through the Board of Directors in the manner following:

He shall notify the Directors of his desire to sell or transfer by notice in writing, which notice shall contain the price at which he is willing to sell or transfer and the name of one arbitrator. The Directors shall, within thirty (30) days thereafter, either accept the offer, or by notice to him in writing, name a second arbitrator, and these two arbitrators shall name a third arbitrator. It shall then be the duty of the three (3) arbitrators to ascertain the value of the stock, and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators, a majority shall act in the absence of such arbitrator.

After the acceptance of the offer, or the report of the arbitrators as to the value of the stock, the Directors shall have sixty (60) days within which to purchase the same at such valuation, but if at the expiration of sixty (60) days, the corporation shall not have exercised the right so to purchase, the owner of the stock shall be at liberty to dispose of the same in any manner he may see fit.

No shares of stock shall be sold or transferred on the books of the corporation until these provisions have been complied with, but the Board of Directors may in any particular instance waive the requirement.
ATTACHMENT 6A

BMA, Inc.

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its Directors or stockholders, or of any class of stockholders.

1. The Directors may make, amend, or repeal the By-Laws in whole or in part, except with respect to any provision of such By-Laws which by law or these Articles or the By-Laws requires action by the stockholders.

2. Meetings of the stockholders of the corporation may be held anywhere in the United States.

3. The corporation shall have the power to be partner in any business enterprise which this corporation would have the power to conduct itself.

4. The corporation, by vote of a majority of the stock outstanding and entitled to vote thereon (or if there are two or more classes of stock entitled to vote as separate classes, then by vote of a majority of each such class of stock outstanding) may (i) authorize any amendment to its Articles of Organization pursuant to Chapter 156D of the Massachusetts General Laws, as such may be amended from time to time.

5. The date initially fixed in the By-Laws for the annual meeting of stockholders is the first Monday in May.
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:
   5B Pine Street, Boston, MA 02111

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

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):

   President: Shu Ying ZENG
   Treasurer: Shu Ying ZENG
   Secretary: Shu Zhen ZENG
   Director(s): Shu Ying ZENG

   d. The fiscal year end of the corporation:
      December

c. A brief description of the type of business in which the corporation intends to engage:
To engage in the restaurant business & the sale of such other items, such as food & liquor, as are incidental to the conduct of a restaurant business.

f. The street address of the principal office of the corporation:
   5B Pine Street, Boston, MA 02111

g. The street address where the records of the corporation required to be kept in the commonwealth are located is:
   5B Pine Street, Boston, MA 02111
   (number, street, city or town, state, zip code)

   ☐ its principal office;
   ☐ an office of its transfer agent;
   ☐ an office of its secretary/assistant secretary;
   ☐ its registered office.

Signed this __/5/ ____ day of February ______ , 2019 by the incorporator(s):

Signature: Shu Ying ZENG - Incorporator

Name: Shu Ying ZENG - Incorporator

Address:
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)

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 $275 having been paid, said articles are deemed to have been filed with me this ______ day of ______, 20____, at ______ a.m./p.m.

effective date: ______

(must be within 90 days of date submitted)

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

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

TO BE FILLED IN BY CORPORATION

Contact Information:

Chung H. Lee, Attorney at Law

31 Milk Street, Suite 818

Boston, Massachusetts 02109

Telephone: (617) 451-1036

Email: figment818@hotmail.com

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.
PROCLAMATION
ARBOR DAY
APRIL 26, 2019

WHEREAS: trees are an important environmental and aesthetic feature of the Town of Wellesley; and

WHEREAS: citizens of the community actively engage in efforts to enhance the natural beauty of Wellesley on both private and public lands; and

WHEREAS: community groups and civic organizations participate in Arbor day Activities, working with school children and Town agencies in Supporting their stewardship of trees and the environment; and

WHEREAS: the Commonwealth of Massachusetts has declared the last Friday in April to be Arbor Day which this year will be observed in the Town of Wellesley on Friday, April 26, 2019;

NOW THEREFORE BE IT RESOLVED THAT, WE, the Board of Selectmen of the Town of Wellesley, Massachusetts, do hereby proclaim Friday, April 26 2019 to be recognized as “ARBOR DAY” in the Town of Wellesley, Massachusetts. IN WITNESS WHEREOF, we have Hereunto set our hand at Wellesley, Massachusetts on this 6th day of January, 2020.

Marjorie R. Freiman, Chairman

Thomas H. Ulfelder, Vice Chairman

Jack Morgan, Secretary

Elizabeth Sullivan Woods

Lise M. Olney
Memo

To: Wellesley Board of Selectmen

From: Brandon Schmitt, Director

cc: Meghan Jop, Executive Director; Wellesley Natural Resources Commission

Date: 1/2/2020

Re: Bring Your Own Bag Month: January 2020

On behalf of the Natural Resources Commission, I would like to thank the Board of Selectmen for its support of the Town’s plastic bag regulations. Now entering the fourth year of implementation, Wellesley’s plastic bag regulations have removed an estimated 10.7 million* plastic bags from the local waste stream, and our parks, yards and water bodies are noticeably cleaner. The Recycling and Disposal Facility has stated it also reaps benefits from the regulations, as the waste baler no longer suffers from down-time due to plastic bag-related malfunctions. The impact of Wellesley’s adoption of these regulations has also helped spur regional action: over 120 municipalities have enacted plastic bag regulations, and a bill that would create a statewide ban on all carry-out plastic bags from stores has emerged from the Massachusetts Senate.

In an effort to remind residents that the most effective way to support the bylaw and reduce their environmental impact is to bring re-usable bags when they shop, the NRC is requesting that the Selectmen declare January 2020 as Bring Your Own Bag month for the third year in a row. To support and promote the declaration, the NRC would take the following steps:

- The “Bring Your Own Bag Month” banner will be hung at the RDF
- A-Frame signage will be deployed at various high traffic areas
- Reusable Bags (sponsored by the NRC and RDF) will be distributed to residents by local volunteers, including members of the High School Environmental Club
- Social Media will be utilized to spread the word

Thank you in advance for the Board’s consideration of this declaration.

*Number based on average use of 128 bags per person per year for the past 3 years.
WHEREAS: source reduction is one of the primary solid waste management strategies to minimize the amount of waste that is disposed in a landfill; and

WHEREAS: the number of disposable bags used may be significantly reduced when individuals bring their own bags when shopping; and

WHEREAS: Bring Your Own Bag (BYOBag) is a national effort to educate the public about the benefits of bringing your own bag when shopping; and

WHEREAS: the Town of Wellesley overwhelmingly voted to regulate the distribution of plastic shopping bags at its 2016 Annual Town meeting; and

WHEREAS: the Town asks residents to support BYOBag by bringing reusable bags with them when shopping; and

WHEREAS: it is the hope that the efforts of BYOBag month will encourage lifelong changes in habit.

NOW THEREFORE BE IT RESOLVED THAT, WE, the Board of Selectmen of the Town of Wellesley, Massachusetts, do hereby proclaim January 2020 as Bring Your Own Bag (BYOBag) month in the Town of Wellesley and encourages all residents to participate by bringing their own reusable bags when shopping.

Marjorie R. Freiman, Chair

Thomas H. Ulfelder, Vice Chair

Jack Morgan, Secretary

Elizabeth Sullivan Woods

Lise M. Olney
TO: HONORABLE BOARD OF SELECTMEN

FROM: JACK PILECKI
CHIEF OF POLICE

SUBJECT: APPOINTMENT OF CROSSING GUARD

DATE: November 25, 2019

Ladies and Gentlemen:

The purpose of this memo is to recommend Joshua L. Madden for appointment as a school crossing guard.

RESPECTFULLY SUBMITTED:

JACK PILECKI
CHIEF OF POLICE
TOWN OF WELLESLEY - APPLICATION FOR EMPLOYMENT
Town Hall, 525 Washington St., Wellesley, MA 02482

An Equal Opportunity / Affirmative Action Employer
Prospective employees will receive consideration without discrimination because of race, creed, color sex, age, national origin, disability, veterans status or sexual orientation or other protected class status.

| Date | 11-13-19 |

**PERSONAL INFORMATION**

<table>
<thead>
<tr>
<th>Name</th>
<th>Madden</th>
<th>Joshua</th>
<th>Lance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Last</td>
<td>First</td>
<td>Middle</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Number and Street</th>
<th>City / Town</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Cell Phone</th>
</tr>
</thead>
</table>

| Email Address | |
|---------------| |

<table>
<thead>
<tr>
<th>Emergency Notification</th>
<th>Name</th>
<th>Telephone #</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Relationship</th>
</tr>
</thead>
</table>

**EMPLOYMENT DESIRED**

<table>
<thead>
<tr>
<th>Position</th>
<th>Date Available</th>
<th>% Full Time</th>
<th>% Part-time</th>
<th>% Temporary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Town Crossing Guard</td>
<td>ASAP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>How were you referred to us?</th>
<th>Newspaper Ad</th>
<th>School</th>
<th>On my own</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Town Employee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>% Internet</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Have you been employed by the Town of Wellesley?</th>
<th>No</th>
<th>Department:</th>
<th>Date(s):</th>
<th>Position:</th>
<th>Supervisor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

EDUCATION

<table>
<thead>
<tr>
<th>Name</th>
<th>Street Address</th>
<th>No. of Years Completed</th>
<th>Degree / Major</th>
</tr>
</thead>
<tbody>
<tr>
<td>High School Wellesley High School</td>
<td>50 Rice St., Wellesley Hills, MA 02481</td>
<td>4 years</td>
<td>diploma</td>
</tr>
<tr>
<td>College</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduate, trade, business or other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Are you eighteen (18) years of age or older? ☑ Yes ☐ No

If you are under eighteen (18) years of age and employed by the Town, you will be required to obtain a work permit.

MILITARY STATUS

Have you ever served in the armed forces of the U.S.? ☐ Yes ☑ No

If "Yes", what branch and what dates?

Briefly describe your duties:

Current duty status and/or type of discharge:

DRIVER'S LICENSE

Some positions require a valid Massachusetts driver's license. If you wish to be considered for such a job, please complete this section.

Do you have a valid Massachusetts driver's license? ☐ Yes ☑ No

If "Yes", what class? ___________________________ Endorsements? ___________________________

List other types of valid licenses:

________________________________________________________

________________________________________________________
**SPECIAL SKILLS** - List any special skills / training you have:

---

**EMPLOYMENT HISTORY**

Please account for all previous work, including periods of unemployment and military. Start with your current employer. Include full-time and part-time employment. You may include any verified work performed on a volunteer basis. Attach additional sheets if necessary.

| Employer's Name |  |
|-----------------|  |
| Employer's Address |  |
| Employer's Telephone Number |  |
| Title and Duties |  |
| Supervisor's Name and Title |  |
| From MM/YY | To MM/YY |  |
| Reason for Leaving |  |

---

| Employer's Name |  |
|-----------------|  |
| Employer's Address |  |
| Employer's Telephone Number |  |
| Title and Duties |  |
| Supervisor's Name and Title |  |
| From MM/YY | To MM/YY |  |
| Reason for Leaving |  |

---

<p>| Employer's Name |  |
|-----------------|  |
| Employer's Address |  |
| Employer's Telephone Number |  |
| Title and Duties |  |
| Supervisor's Name and Title |  |
| From MM/YY | To MM/YY |  |
| Reason for Leaving |  |</p>
<table>
<thead>
<tr>
<th>Employer's Name</th>
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<tbody>
<tr>
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</tr>
<tr>
<td>From MM/YY To MM/YY</td>
</tr>
<tr>
<td>Reason for Leaving</td>
</tr>
</tbody>
</table>

It is unlawful in Massachusetts to require or administer a lie detector test as a condition of employment or continued employment. An employer who violates this law shall be subject to criminal penalties and civil liability.

I understand that misrepresentation or omission of facts called for is cause for dismissal. Further, I understand and agree that my employment is for no definite period and that I can be terminated at any time without notice, unless otherwise provided by civil service or a collective bargaining agreement, regardless of the method of wage/salary payment. I understand that an offer of employment by the Town of Wellesley is conditional upon satisfactory references, completion of a pre-placement physical exam; and proof of citizenship or immigration status. I authorize investigation of all statements contained in this application as well as persons and companies to furnish any information regarding me, whether or not it is on records, and hereby release them from all liability for damages for providing this information. I also understand that no verbal promises or guarantees are binding on the Town and that no one, other than an elected/appointed board or official designee, has authority to enter into an employment agreement which must be made in writing.

Signature: ___________________________ Date: 11-14-19

If you need additional information, contact the Human Resources Department at (781) 431-1019 ext. 2244; or by e-mail at hr@wellesleyma.gov
9. **Liaison Update**

Beth will give an update on her liaison assignments.

Tom will give an update on the SBC.
10. **New Business and Correspondence**

- Police Commendation – Officer Derek Harris
- Police Commendation – Officer Travis Dixon
- Gift Information – Recreation Department
- World of Wellesley MLK Breakfast Invitation
- Monthly Parking Meter Collections
MEMORANDUM

TO: OFFICER DEREK HARRIS

FROM: JACK PILECKI
CHIEF OF POLICE

SUBJECT: COMMENDATION FROM STEPHANIE BAKOTICH

DATE: DECEMBER 31, 2019

I was pleased to see a copy of a letter which was sent to me by Stephanie Bakotich. She stated she was involved in a motor vehicle accident on 12/16/19. She wanted to commend the way you handled your response to her accident. She said that she was very upset and nervous and you were very calming and wonderful to her. She went on to say how much your concern for her wellbeing meant to her.

The comments of Ms. Bakotich are indicative of the level of professional services provided by the Wellesley Police Department and it is a reflection of your personal commitment.

A copy of this correspondence will be maintained in your department personnel file.

AUTHORIZED:

JACK PILECKI
CHIEF OF POLICE

cc: Board of Selectmen
Bulletin Board
Personnel File
Dec 19, 2019

Dear Chief,

I was involved in a car accident on Monday, Dec. 16th, 2019. Officer Harris was called to the scene. I was very upset & nervous. He was wonderful. He was very calming & his concern for my wellbeing was amazing to me. I know it is his job, but it meant everything to me. You have a great officer. Thank you for having a wonderful department!

Sincerely,

Stephanie A. Bulstich
MEMORANDUM

TO: OFFICER TRAVIS DIXON

FROM: JACK PILECKI
CHIEF OF POLICE

SUBJECT: COMMENDATION FROM PROFESSOR ALEX VILENKN

DATE: DECEMBER 20, 2019

I was pleased to see a copy of an email which was sent to me by Professor Vilenkin. He wanted to thank you for the assistance you provided to him when his car had 2 flat tires on Route 9. He stated that you provided transportation back to the station to stay warm and wait for an Uber. He also stated that you were very supportive and professional.

The comments of Professor Vilenkin are indicative of the level of professional services provided by the Wellesley Police Department and it is a reflection of your personal commitment.

A copy of this correspondence will be maintained in your department personnel file.

AUTHORIZED:

JACK PILECKI
CHIEF OF POLICE

cc: Board of Selectmen
Bulletin Board
Personnel File
Mr. Jack Pilecki,
Chief of Wellesley Police,
485 Washington St.
Wellesley, MA 02482

December 17, 2019

Dear Chief Pilecki,

I am writing to express our family’s gratitude to officer Dixon. He is a professional, knowledgeable, and compassionate public servant. He helped us on Friday, Dec. 13, when my car had 2 flat tires on Rt. 9 in Wellesley. This happened in a pouring rain close to the midnight. I was calling Emergency Road Service that would not provide us any service or help. We were very distressed and didn’t know what to do.

Officer Dixon arranged towing of our vehicle and gave us a ride in the police car to Wellesley police station where we could get warm and wait for Uber. Officer Dixon was very supportive and professional. His understanding and help was exactly what I needed during this time.

We would like to express our genuine appreciation to him. Also, please relay his outstanding service to all who should be made aware.

Thank you for your time and attention concerning this matter.

Sincerely,

Prof. Alex Vilenkin.
December 17, 2019

Board of Selectmen  
Town Hall  
525 Washington Street  
Wellesley, MA 02482

To the Wellesley Board of Selectmen,

On behalf of the Recreation Commission, we ask the Wellesley Board of Selectmen to accept the donation received from Roche Brothers, in the amount of $2,500.

The check has been deposited and a thank you letter has been sent. This donation is for the SUMMERTIME 2020 Special Events.

Thank you in advance for your assistance.

Matthew G. Chin  
Director of Recreation

MC/kb
December 17, 2019

Board of Selectmen
Town Hall
525 Washington Street
Wellesley, MA 02482

To the Wellesley Board of Selectmen,

On behalf of the Recreation Commission, we ask the Wellesley Board of Selectmen to accept two donations received from:

**Henry J. Burke & Sons Funeral Home, in the amount of $200**

**Green’s Hardware & Paint, in the amount of $25**

The checks have been deposited and a thank you letter has been sent to each donor. These donations are for the SUMMERTIME 2020 Special Events.

Thank you in advance for your assistance.

Matthew G. Chin
Director of Recreation

MC/kb
Dr. MARTIN LUTHER KING JR. ANNUAL COMMUNITY BREAKFAST

Monday, January 20, 2020

Wellesley College, 106 Central Street, Wellesley

Alumnae Hall (first right after main entrance - second building on the left)

8:00 a.m. – 10:00 a.m.

The donation for an individual ticket is $30. Students are $10 for full breakfast buffet.

Please consider reserving a table, which could be used for your own group of 10 or donated for use by local students and community members. The donation for a table is $300* (10 people).
Please join us for registration and breakfast starting at 8:00 am. The program will run from 8:30 am to 10:00 am. Free parking in Wellesley College garage (first right at main entrance on 135) and the building is accessible to all.

*To reserve tickets and for more information please click on link below or pay by check in advance or by cash or check at the door, please email your request to info@worldofwellesley.org. Mail checks to: World of Wellesley, P.O. Box 812381, Wellesley, MA 02482-0018.

Please RSVP by January 17th (limited tickets available)

Registration HERE

As people who reside, work, and engage in Wellesley, we acknowledge this town is located on the traditional territory of the Massachusett People.

Sign in support of honoring Indigenous Peoples Day in Wellesley.
## MONTHLY PARKING METER, CALE, PASSPORT COLLECTIONS

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### 1st quarter avg
- $59,551.28
- $54,280.84
- $56,915.25
- $61,286.23
- $64,484.45

### 2nd quarter avg
- $54,130.20
- $50,405.12
- $53,784.87
- $60,308.86
- $44,757.02

### 3rd quarter avg
- $49,462.18
- $47,072.21
- $55,334.14
- $56,869.74
- $0.00

### 4th quarter avg
- $59,994.46
- $54,928.39
- $61,581.15
- $66,556.00
- $0.00

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**Passport Parking System implemented February 2017 (included in totals above)**

- $12,553.75
- $187,170.95
- $262,148.89
- $158,183.23

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* Cale revenue ceased at the end of June 2019 with loading machine failure