

**TOWN COUNCIL MINUTES**  
**January 19, 2021, Tuesday**  
**Zoom # 880 5697 0248**

Present: Arthur Mathews, President  
Michael Molisse, Vice President  
Pascale Burga, Councilor  
Kenneth DiFazio, Councilor  
Brian Dwyer, Councilor  
Jane Hackett, Councilor  
Fred Happel, Councilor  
Ed Harrington, Councilor  
Rebecca Haugh, Councilor  
Christopher Heffernan  
Maureen Kiely, Councilor

Also Present: Mayor Robert Hedlund  
Ted Langill, Chief of Staff  
Joseph Callanan, Town Solicitor  
Kathleen Deree, Town Clerk  
Richard Swanson, Town Auditor  
James Malary, Chief Financial Officer

Recording Secretary: Mary Barker

President Mathews called the meeting to order at 7:34 PM. After the Pledge of Allegiance, Town Clerk Kathleen Deree called the roll, with all members present.

**ANNOUNCEMENTS**

President Mathews called a moment of silence for Tom Tanner, member of the Conservation Commission, who recently passed away. Mr. Tanner served the town of Weymouth in various capacities. A moment of silence was observed.

**MINUTES**

**Minutes of the Meeting of December 7, 2010 Town Council Meeting, as amended**

A motion was made by Vice President Molisse to approve the minutes from the December 7, 2020 Town Council Meeting, as amended, and was seconded by Councilor Hackett.

A roll call vote was taken:

Councilor Burga- Yes, Councilor DiFazio-Yes, Councilor Dwyer-Yes, Councilor Hackett- Yes, Councilor Happel-Yes, Councilor Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Council Vice President Molisse-Yes, Council President Mathews-Yes. UNANIMOUSLY VOTED.

**Minutes of the Meeting of the November 24, 2020 Ordinance Committee Meeting**

A motion was made by Vice President Molisse to approve the minutes from the November 24, 2020 Ordinance Committee meeting and was seconded by Councilor Kiely.

A roll call vote was taken:

Councilor Burga- Yes, Councilor DiFazio-Yes, Councilor Dwyer-Yes, Councilor Hackett- Yes, Councilor Happel-Yes, Councilor Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Council Vice President Molisse-Yes, Council President Mathews-Yes. UNANIMOUSLY VOTED.

**Minutes of the Budget/Management Committee Meeting of December 21, 2020**

A motion was made by Vice President Molisse to approve the minutes from the December 21, 2020 Budget/Management Committee Meeting and was seconded by Councilor Kiely.

A roll call vote was taken:

Councilor Burga- Yes, Councilor DiFazio-Yes, Councilor Dwyer-Yes, Councilor Hackett- Yes, Councilor Happel-Yes, Councilor Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Council Vice President Molisse-Yes, Council President Mathews-Yes. UNANIMOUSLY VOTED.

**Minutes of the Town Council Meeting of December 21, 2020**

A motion was made by Vice President Molisse to approve the minutes from the December 21, 2020 Town Council meeting and was seconded by Councilor Hackett.

A roll call vote was taken:

Councilor Burga- Yes, Councilor DiFazio-Yes, Councilor Dwyer-Yes, Councilor Hackett- Yes, Councilor Happel-Yes, Councilor Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Council Vice President Molisse-Yes, Council President Mathews-Yes. UNANIMOUSLY VOTED.

**OLD BUSINESS**

**20 117-Town Council Zoning Amendment to Section 120-64.7.1 Billboard Relocation Overlay District (One Year Moratorium on New Permit Issuance)- Reconsideration of Measure Resultant from Veto by Mayor, Pursuant to Charter Section 3-7 – Mayor Robert Hedlund, Christine Howe, Program Manager-Grants & Procurement, Robert Delaney, Kathleen Swain, Ruth Pacino, Amy Kabilian**

President Mathews provided a brief summary. The measure was introduced to the Council in November and referred to the Ordinance Committee on November 16, 2020. A public hearing was conducted on December 7, 2020, and the Ordinance Committee and the Planning Board both endorsed the measure, and the full Town Council approved the measure on December 21, 2020. On January 4, 2021 the Mayor vetoed the measure. It is

now before the Council for a reconsideration of the vote. He read the pertinent language from Section 3-7 of the Town Charter:

*“Every order, ordinance, resolution or vote adopted or passed by the Town Council relative to the affairs of the town, except memorial resolutions, the selection of town officers by the Town Council and any matters relating to the internal affairs of the Town Council, shall be presented to the Mayor for approval. If the Mayor approves of the measure the Mayor shall sign it; if the Mayor disapproves of the measure the Mayor shall return the measure, with the specific reason or reasons for such disapproval attached thereto, in writing, to the Town Council. The Town Council shall enter the objections of the Mayor in its records, and not sooner than ten days, nor after thirty days from the date of its return to the Town Council, shall again consider the same measure. If the Town Council, notwithstanding such disapproval, by the Mayor, shall again pass the order, ordinance, resolution or vote by a two-thirds vote of the full Council, it shall then be deemed in force, notwithstanding the failure of the Mayor to approve the same. If the Mayor has neither signed a measure nor returned it to the Town Council within ten days following the date it was presented to the Mayor, the measure shall be deemed approved and in force.”*

President Mathews recognized Mayor Hedlund and Ms. Howe; followed by the resident representatives who were invited to speak.

Mayor Hedlund reported that a lengthy presentation regarding the measure and specifically the moratorium was made last week, with Councilors and residents in attendance. The Council worked on a moratorium measure as a result of the residents’ frustration. When the billboard went up at 611 Pleasant Street, it resulted in unintended consequences. Cove was instructed not to proceed with the billboard at 613 Pleasant and cooperated, and eventually shut off 611 for a time. Discussions followed with neighborhood representatives, and with Cove, and negotiated mitigation for 611. A nonbinding agreement was signed in which the town and Cove committed to certain specific actions: installing light-blocking technology, lowering the sign, control of the advertising content, and some individual resident mitigations. The costs, especially with the tree cutting permit, was unanticipated. Cove tried to wrangle out of that part of the agreement. That is what transpired over the last year. They have come up with the addendum to the agreement, but the original agreement still governs. The town arrived at an agreement with Cove while the Council was deliberating a moratorium. This would impact this agreement, which is a better alternative for the town and residents; it addresses the items that the 611 neighborhood requested, the 42 acres of open space at Finnell, and it calls for Cove to relinquish the permit granted by the Office of Outdoor Advertising for 613 Pleasant, and addresses the billboards on 3A. The sanctions that are codified in the agreement are strong. If mitigation is not completed before September 30, 2021, the board comes down. The Mayor held numerous discussions over the weekend with several residents and many Councilors. There is confusion over the particulars in the agreement. Comments about the 3A billboard, the accurate amount of developable land at Finnell, etc. and the Mayor hopes Councilors have had a chance to review the memo and documentation he provided. A lot of misinformation has spread in the neighborhoods and

the comments have come back to the Councilors. Other residents were not invited to speak and he is concerned he may go over his time limit allotted by the President.

President Mathews responded that he will allow the Mayor reasonable time to present his position. He went on the record with his concern whether there is a precedent that other residents have not been given a chance to speak when some of those who will speak are the same spreading misinformation to the neighborhoods.

President Mathews stated that two public hearings were held before the measures were voted and the Mayor chose not to speak during either and then vetoed both. Two of the resident speakers who are present have been involved from the beginning, so to say it was unfairly balanced isn't accurate.

There have been 26 public meetings and residents have been able to speak at most of them. The amount of staff time committed to the process is incredible, and detracted from other things that could provide a positive benefit to the town. He hopes the Council does its due diligence and arrives at a decision based on a rational review.

He then addressed some of the misinformation. A leaflet circulated that indicates there is an out-clause for Cove regarding lowering the board and several "what-if's." The pressure of a moratorium is pitting neighborhoods against each other. An experienced developer purchased the land and although the Conservation Commission disputes the wetland lines, at minimum, there are roughly 36-42 developable acres--it is influencing the threat. After a year to get to this point, one neighbor claims the agreement doesn't incorporate the draft amendment. The core of the agreement includes everything that the neighborhood originally asked for. After the draft was received, the neighborhood wanted two changes: Cove had been given a year to deliver on the mitigation. One of the neighborhood leaders wanted it changed to six months. They would not agree, and arrived at a compromise of nine months, so Cove has until September 30, 2021 to complete the mitigation on 611, or the board comes down. The neighborhood representative claimed that was not given. The other point was that all work would be completed by June 30, 2021 on the 611 billboard before another billboard permit was issued--that was a negotiated change from December 30<sup>th</sup>.

The information disseminated to the neighborhoods is that the town rejected those changes that the neighborhood leadership requested. The leadership consists of three people; one of whom supports the agreement. The group who negotiated with Cove are not unified in their belief of what is the best step to take. There is a consistent theme that Cove has lied. The Mayor is frustrated with them, but there is an existing agreement they have complied with. They have made concessions in the original agreement by not pursuing the permit for 613. They shut the billboard down at times. They took down a marijuana ad, and removed a 3A board. He is not defending them, but to say they lied is unfair. There are strict sanctions in place for noncompliance. It holds them legally to the commitment (not nonbinding). He heard one of the leaders state that the agreement isn't worth the paper it's written on. It is a legal agreement. As for the trees; it was misrepresented as to how many have to be cut. It depends on what is considered a "tree."

Cove is before the Conservation Commission and will put forward a plan on January 26<sup>th</sup>. Not all of the information that was put out to neighbors, causing them to call Councilors, is factual. He urged they not judge based on who has the loudest voice-this is an issue of trust. They have no choice but to deal with them in a legal fashion. They all want the issues outstanding resolved. Cove is a broker, their job is to sell the board and move on. If the override blows up the agreement, they will be entangled for a while.

Mayor Hedlund pointed out that this administration's track record is good; he cited park improvements, a new library, middle school, etc. along with the financial work to increase the town's bond rating and getting out of the NSS deficit. If he could do this over, he would, but he urged the Council not dismiss the trust that was built. He does not know how to unravel this if the Council blows up the agreement. It would be easier if Cove abrogated. The misinformation is what's causing constituents to contact the Council. One neighborhood is split on the approach and no solution has been offered by neighborhood activists as an alternative to the agreement. He is unsure if the Council has considered stepping back while they have time to vet the matter. If they pass the moratorium, the neighborhood will have to deal with 611 going back on, the potential that the sign at 611 will not be lowered, and they will probably lose the Finnell land for preservation. Development of that parcel will lose walking trails, and the ability to mitigate 611.

Ms. Howe presented a Power Point.

### **Overview**

- The Town recently held public forums on November 5<sup>th</sup> and November 18<sup>th</sup> to solicit feedback and explain the latest proposals to resolve the issues with the existing billboard located at 611 Pleasant Street
- After hearing the feedback and taking into consideration the concerns of the residents of all impacted neighborhoods, the town developed non-negotiable points with the billboard company.
- Weymouth Town Council proposed and passed 2 measures impacting billboards – a zoning amendment and a moratorium on billboards. The Mayor vetoed both measures and the veto of the moratorium will be considered tonight, 1/19/2021, by the Council.
- The Council measures and the impending end of the calendar year pushed Cove and the town to finalize an amendment to the Billboard Relocation Agreement, executed on 1/8/2021.
- This amendment was presented to the public on 1/13/2021.
- Tonight, we will review the amendment to the agreement and what it means for the various stakeholders, including the residents, and the potential impact of the moratorium, if the Council overrides the veto.

## **Brief Background**

- In 2018, the Town of Weymouth executed the Billboard Relocation Agreement with Cove Outdoor LLC, Bates Brothers Seam Face, and Lorusso-Bristol to accomplish the following goals:
  - Remove 8 Static billboard faces on Route 3A
  - Prevent unfriendly development on Finnell Drive
  - Preserve Open Space abutting Gagnon Park (~42 acres)
  - Mitigate impacts of Rte18 billboard in South Weymouth
  - Generate revenue for the Town
- Cove Outdoor LLC would erect 2 digital billboards with electronic faces, in billboard overlay district, at 611 and 613 Pleasant Street locations
- Cove negotiated agreements with Rte3A landlords to not renew their existing static billboard leases, allowing removal of the billboards at the end of their existing lease terms
- The parties to the agreement would share the advertising revenue and any capital revenue on the sale of the billboards
- Cove Outdoor LLC would mitigate the impacts of the Rte18 billboard in Abington that affects South Weymouth residents
- Note: this agreement was adopted after the Billboard Relocation Overlay Districts and Zoning Changes were adopted by the town
- After construction of the 611 Pleasant Street billboard was completed in April of 2019 and the board was turned on, several unintended consequences became immediately apparent.
- Since then, the town has been working with both the parties to the agreement and the residents to identify a solution.
  - This includes: dozens of meetings, remediation agreements, conversations with state agencies, new proposals, amendments to proposals and much more.

## **How has the Town been working on a solution?**

- Over the course of 20 months, the town has held meetings with the public, resident-representatives, the Town Council, the parties to the agreement, and state officials to determine a solution to the 611 Pleasant Street billboard problem.
- To prevent additional impacts from the permitted (not yet constructed) 613 Pleasant Street billboard, it was determined that a new location was necessary.
- In addition, the town wanted to preserve all 42 acres of open space abutting Gagnon Park.
- To do this, 0 Finnell Drive was identified as an alternative location for a second digital billboard.

## **December 2019 Resident Remediation Agreement**

- Cove Outdoor LLC, the town, and the Century Road residents negotiated a non-binding remediation agreement to mitigate the impacts of the 611 Pleasant Street billboard.

- This included the following provisions:
  - Cove will lower the 611 Pleasant St. billboard 20-25 feet
  - Cove will install light blocking faces at the time it lowers the sign
  - Cove will plant trees on the properties of neighbors affected by the sign
  - Cove will preserve the visual barrier from the quarry operation
  - Cove will build stockade fencing for neighbors
  - Cove will lower the sign and install light blocking technology 3-6 months of execution of the agreement
  - In addition, the town would complete remediation for the neighborhood, including the new Sarah Brassil Park.
- Cove failed to complete any of the mitigation by the June 30th, 2020 deadline.
- As a result, the town worked to amend the binding agreement to ensure the requests of the residents are met and the town can preserve its initials goals: take down Rt. 3A billboards, preserve open space, and mitigate the Rt. 18 billboard.
- This new agreement is legally binding and signed by all parties to the original agreement.

#### Amendment to the Relocation Agreement

- 611 Pleasant Street Mitigation
  - 611 is immediately turned off (completed on 1/4/21)
  - Cove will lower the sign 20-25 feet
  - Cove will install light blocking technology
  - 611 remains off until the sign is lowered and light blocking is installed
  - Cove will provide plantings/fencing as a visual barrier
  - The work must be completed by 9/30/2021
- Preserve 42 Acres of Open Space near Finnell Drive
  - Bristol will convey all 42 acres of undeveloped industrial land, if a permit is granted for 0 Finnell
  - Cove cannot operate 0 Finnell until light blocking faces are installed at 611 Pleasant Street
- Other Provisions
  - No permit for 613 Pleasant Street
  - Route 18 Billboard is mitigated
  - Route 3A billboards come down at the expiration of their leases
  - Content Guidelines have been updated and adopted in accordance with resident requests

### What happens if Cove doesn't perform?

- If Cove does not complete the mitigation by 9/30/2021, the sign at 611 Pleasant Street will come down.
- If Cove turns the sign on for any reason prior to completing the work, they will be in breach of the legally binding agreement that is a condition of their zoning approval.

### What do the recent Council measures do?

- Measure 20 100 changes the zoning for any billboard in the overlay district.
  - Reduces the height, reduces the size of the billboard, and restricts content
  - Because the measure was approved after 611 & 613 have been permitted, the measure has no impact on the boards
  - Because Cove applied for a state permit for 0 Finnell prior to adoption of the new zoning, the new measure has no impact on that billboard
- Measure 20 117 imposes a one-year moratorium on the issuance of building permits for billboards.
  - The Council approved the measure and the Mayor vetoed it
  - If the Council overrides the veto, Cove will be unable to construct 0 Finnell during the moratorium
- Without 0 Finnell:
  - Cove will likely be unable to finance the work at 611 Pleasant Street
  - The amendment will likely fall through as Cove may not be able to perform
  - Cove will likely try to construct 613 Pleasant Street, instead of 0 Finnell
  - Bristol will likely develop the 42 acres, by right, with plans to develop 7 acres immediately
  - The town may have to fight the 613 Pleasant Street billboard, but that will certainly result in a lengthy legal battle
  - A drawn-out and contentious legal battle will likely jeopardize any mitigation of 611, the route 3A billboards, Rt 18 billboard mitigation, and could result in the construction of 613

### Our ask of the Council

- Do not override the Mayor's veto
  - This will preserve the legally binding amendment we have worked hard to negotiate over the last 20 months
- Alternatives to a veto override:
  - Revisit the moratorium at a future meeting
    - Cove needs to present an access plan for Finnell that will need Conservation Commission approval. The earliest this can be heard is February 23<sup>rd</sup>
    - Once the access plan is approved, Cove will need to provide that information to the Office of Outdoor Advertising

- A decision on Finnell is not anticipated until March 2021
  - If Cove does not perform, or has made no efforts to work on the 611 mitigation, the Council can consider imposing a moratorium at that time.
- Rely on the Legally Enforceable New Agreement
    - The town will not issue a certificate of occupancy until 611 has light blocking technology installed
    - Cove is incentivized to complete the 611 Pleasant Street work or else they lose that billboard and the revenue from it, including that in their Landmark deal
  - If Cove does not perform (no light blocking) they will not be able to operate either board

Mayor Hedlund clarified one item; when this was initially discussed, Bristol was holding onto all but 7-11 acres. The Friends of Finnell wanted all 42 acres. Bristol has a tenant ready to immediately occupy 7-11 acres.

Robert Delaney was invited to address the Council on behalf of the neighborhood group. He pointed out that many statements are inaccurate. Voting the moratorium only has implications if Cove doesn't perform; so why be against it? Cove has made some good gesture overtures only because they know tonight's meeting was taking place. Saying that within one year the billboards on 3A would come down was false pretenses. The administration refused to provide documents under the Freedom of Information Act without cost. Documents clearly stated the billboards on 3A belonged to Clear Channel, not Cove. The moratorium is an enforcement tool to hold Cove to the fire and force them to perform. If the Friends of Finnell were consulted, they would have heard alternatives but they were not invited. He urged the Council not to take another two weeks to circumvent and put out more disinformation. Make Cove comply with all regulations and stipulations. The moratorium is only in effect for as long as it takes them to do what they agreed to do. As far as misinformation, what was put out included documentation. Everything does nothing for the residents, but lines the pockets of the proprietors. There will be no revenue stream from the billboards.

Kathleen Swain read into the record the following letter from the attorney representing Friends of Finnell to the Weymouth Town Council:

*"January 15, 2021*

*VIA EMAIL PDF*

*Town Council*

*Re: Measure 20 117*

*Dear Town Council Members:*

*I represent Friends of Finnell, a community organization opposed to the planned electronic billboard at 0 Finnell Drive. My client has asked me to submit this letter regarding Measure 20 117, which places a one-year moratorium on any new billboards in the Town of Weymouth and address any concerns about the legality of this legislation.*

*Measure 20 117 is a lawful, common sense zoning ordinance that the Town Council can and should pass immediately. This ordinance attempts to address the ongoing concerns about the approval procedure for electronic billboards in Weymouth, a process that—for lack of a better term—is a complete mess.*

*The concern that Measure 20 117 is “spot zoning” is unfounded. Spot zoning is “a singling out of one lot for different treatment from that accorded to similar surrounding land indistinguishable from it in character, all for the economic benefit of the owner of that lot.” Lanner v. Bd. of Appeal of Tewksbury, 348 Mass. 220, 229 (1964). A spot zoning violation occurs when a municipality has no rational relation to any public welfare, and is aimed at targeting a specific entity. The bar for raising such a legal challenge is high, and would require a claimant to prove that Measure 20 117 has no benefit to the public’s welfare.*

*Measure 20 117 is a reasonable measure for addressing the ongoing problems of electronic billboards in Weymouth. Weymouth’s zoning code itself, importantly, expressly recognizes the ongoing problems of electronic billboards in the town. WEYMOUTH ZONING ORDINANCE § 120-64.7.1(A) (“The Billboard Relocation Overlay District is established to provide for the removal and relocation of pre-existing, legally established billboards to new locations while achieving an overall reduction in the number of billboards throughout the Town.”). As noted by many members of the Town Council, Cove Outdoor LLC has failed to comply with its prior agreement for its billboard at 611 Pleasant Street—an agreement made specifically to address many of the concerns with electronic billboards in Weymouth. Weymouth, therefore, has a solid, rationale basis for Measure 20 117: it makes no sense, whatsoever, to allow new billboards in Weymouth if problems from prior billboards continue. This is especially true when the prior permit holder entered into an agreement to rectify these problems and had failed to do so.*

*This moratorium, moreover, applies to all billboards in Weymouth. MEASURE 20 117 (“A moratorium shall be in effect for the duration of one year regarding all electronic billboard issuances of new permits.”) (emphasis added). Any suggestion that this measure singles out Cove Outdoor LLC is a misinterpretation of this legislation’s plain terms.*

*Measure 20 117 is not a regulatory “taking.” Massachusetts towns and cities can—and often do—put temporary breaks on new development, for the purpose of evaluating the long-term impacts to a municipality. W. R. Grace & Co.-Conn v. Cambridge City Council, 56 Mass. App. Ct. 559, 567, 779 (2002) (“The broad authority vested in municipalities to zone for public purposes has been held to justify the imposition of*

*reasonable time limits on development.”) (emphasis added). Measure 20 117 limits the construction of new billboards not indefinitely, but for only for a single year.*

*As all citizens of Weymouth know, once electronic billboards are constructed, they cannot be readily removed. Therefore, not only is it legal to put a temporary halt on such structures, such an initiative—in consideration of the ongoing problems of these billboards in Weymouth—makes practical sense.*

*Friends of Finnell also encourages the Town Council to enact Measure 20 117 not only for the reasons above, but to also give serious consideration for reviewing the entire process of permitting billboards in Weymouth. As an experienced real estate attorney, I have closely reviewed the provisions of Section 120–64.71, the “Billboard Relocation Overlay District” and question the legality of this approval process.*

*Per this ordinance, any approval of electronic billboards is “subject to the approval of a billboard reduction and relocation agreement or development agreement for the reduction and relocation of billboards in compliance with this section.” WEYMOUTH ZONING ORDINANCE § 120-64.7.1(C). The ordinance includes no parameters for such agreements; most glaringly, when and where other billboards must be reduced or relocated for the approval of new billboards in the Billboard Relocation Overlay District.*

*This is problematic because this ordinance gives the town unfettered discretion in making these reduction and relocation agreements. Weymouth, seemingly, could enter into a reduction agreement with a billboard applicant for the removal of an existing billboard hundreds of years in the future, and be compliant with this zoning ordinance. Such an ordinance—that is completely vague and permits unrestrictive administrative discretion—is a violation of state and federal law. Board of Appeals of Hanover v. House. Appeals Comm., 363 Mass. 339, 363–64 (1973).*

*If future electronic billboards are approved for the Billboard Relocation Overlay District, Friends of Finnell will explore a possible legal challenge on the validity of this zoning ordinance, and are confident of prevailing.*

*With this in mind, Friends of Finnell encourages the Town Council to enact Measure 20 117 and use the one-year moratorium to revisit and rework the approval of electronic billboards in Weymouth. The ongoing problems in this review process, and the numerous complaints from citizens on this matter, is a telling sign that the present approval procedure is not working for Weymouth.*

*I appreciate your consideration of these matters. Please do not hesitate to contact me with any questions.*

*Sincerely,*

*Adam T. Sherwin, Esq.”*

Ruth Pacino reported she has been working with Ms. Kabilian and other neighbors to remediate the 611 Billboard and stop any others from being built in Weymouth. The residents take pride in the community and who they elect as representatives to hold Cove accountable for not following through. The only way to do that is by asking them to follow through before any others are considered, and only then consider any other billboards. Part of the new agreement was to have light blocking technology installed within one week of signing the agreement. The deal was signed on January 8, 2021 and it still has not been done. This is why the moratorium was put into place. They have worked endlessly with the Mayor's office and Cove to resolve this and are disappointed to now be in the situation of pitting two neighborhoods against each other. They said since the beginning that they wouldn't pass their problem onto another neighborhood. She urged they support the moratorium.

Amy Kabilian reported that when they read the agreement she was saddened. They didn't want to pit neighborhoods, but the agreement does just that. 611 cannot be fixed unless Finnell is built. When negotiating, they stressed they didn't want it contingent on Finnell, and were told it was not. In Ms. Howe's presentation, it is. They were told the last agreement was non-binding because it was dependent on Finnell. The current agreement is contingent on Finnell, so how is it nonbinding? She reviewed the bullet points from the Mayor's website that she takes issue with.

- 611 would be immediately turned off- It is currently off, but if something goes awry with this agreement, it can go back on at any time.
- Cove can lower the sign 20-25 feet- not completely true. The new agreement says Cove can be released from this obligation if any permit is denied. Their neighborhood is firm that any out for Cove from this is unacceptable. They were also told it was in compliance when they questioned the height. They recently learned it was higher than permitted and the Mayor's office indicated they've known this since early 2020. They know it's nonconforming and too high, and they know the neighborhood wants it lowered; yet there is still an out.
- Cove will install light-blocking technology- the new agreement states it would be ordered within one week. It has not been ordered. Administration gave Cove a one-week extension. Is this what they do when Cove can't meet the agreement- more extensions?
- 611 remains off until the sign is lowered and light-blocking installed- again, this is not true. There are reasons in the agreement they can turn it back on and an out for lowering it.
- Cove will provide planting and fencing as a visual barrier- several neighbors had already requested this and it wasn't done. Are they to trust that Cove will do it now?
- Work is to be completed by September 30, 2021- this is not completely true. The town will attempt to have all fees waived, but if Cove is required to pay for the tree cutting, they will be given one year to lower the sign, so technically, the work doesn't have to be completed within the time specified.
- No permit will be granted for 613 Pleasant Street- again, this is not entirely true; only if Finnell is not permitted. The agreement states Cove can apply for a

building permit after June 30<sup>th</sup>, if Finnell isn't permitted. The Mayor's letter to the residents indicates it does not support a billboard at 613, but why would they include an option for a building permit in the agreement?

- Route 18 billboard is mitigated- the original agreement had several actions Cove could take within one year of the execution date, so it should have been completed by July, 2019. Nothing was done except shutting off the light. Why isn't it included in the current agreement? What's the new date? Why hasn't it been enforced?
- Route 3A billboards come down at the expiration of their leases- the new agreements with each leaseholder indicates Cove will fulfill the agreement with each static billboard owner, and in exchange, Cove will pay \$20,000 to the owner within ten days of the billboard becoming operational. It has and the town solicitor confirmed payment has not been made.

She noted in final comments that the billboard overlay district was established for the relocation and removal of existing billboards. Only one has been taken down, and two more put up. Over and over, they have been told that the agreement signed with her neighborhood was not legally binding. During last week's meeting, the solicitor was asked and he responded that it was nonbinding because it relies on MassDOT approval for tree-cutting, and relies on Cove to find third party financing and Conservation Commission approval for tree-cutting in wetlands. Do these terms make this deal also non-binding?

Second, the remediation agreement was not subject to Cove Obtaining financing. It's another way they were misled.

Finally, what if Finnell isn't approved? Does 613 get built and 611 turned back on, and what if Friends of Finnell legally challenge the billboard? What happens to 611 if all other things fall through; do they sit back and wait another 13 months for the next deal? How long must we wait for meaningful action? Cove had not fulfilled any of its obligations to their neighborhood; why trust them now? The Mayor's office has continually misled them. As the Mayor recently told her, "This agreement makes Eddie whole," (referring to Ed O'Sullivan, owner of Cove and the financial difficulty his company is in). While the Town Council was deliberating the moratorium, she received threatening texts from Peter McClary, and she knows she is not the only neighbor to receive them. Should she worry about repercussions after tonight's action? The situation is completely out of control. When does her neighborhood come first and Cove held accountable? When does her neighborhood get relief from the burden the billboard places on them? She urged they make Cove fix 611 before they can do any other business with the town.

President Mathews' connection was briefly interrupted, so Vice President Molisse fielded questions from Councilor Hackett regarding the language of the moratorium; She questions if the moratorium is lifted if Cove complies with the terms of the agreement dated December 2019 mitigation agreement? The language ties the moratorium to the earlier agreement. Councilor Mathews returned. Solicitor Callanan responded to her

question; the first paragraph indicates it's nonbinding. The amendment to the billboard relocation agreement is legally enforceable, and includes all provisions from the earlier agreement.

Ms. Howe added there are additional provisions in the amendment, specifically with regard to conveying the land and the performance date, and forfeiture of rights to 611.

Councilor Harrington reported that over the last week, he asked the Mayor if he would provide funding to get the benefit of independent counsel to provide an opinion on its enforceability--let the Town Council have the opportunity to approve changes, deletions or additions etc. to this agreement. He asked the Mayor what is the status of these two requests. The Mayor responded that Councilor Harrington suggested a more robust role for the Council in this process and more say in changes to the agreement. He talked to the town solicitor and he sent a response to Councilor Harrington and asked how to structure? He did not conceptually have a problem with that. He spoke with the solicitor, who responded asking how he would expect it to be constructed. Would it be limited to the Ordinance Committee or the entire Council, and what, if any, effect might it have on Open Meeting Law? Subsequently, in follow up conversations with other Councilors, there were so many questions, and he took issue with certain things. He purposely didn't mention anything as to whether they think the moratorium complies with existing law. There are a lot of issues, but he suggested the biggest one is the Rt 3A billboards. The letter Clear Channel sent out created confusion, but there is one thing cut and dried is the 3A billboards. He agrees with the suggestion of seeking outside counsel. In follow up, though, the timing is an issue. Councilor Harrington suggested using Miyares & Harrington who are currently on retainer for the compressor issue and have expertise in this subject.

Councilor Harrington responded that he thinks it's necessary for the Council to obtain as much information as possible and not to get the contract analyzed by someone in-house. He is firm in that his position that in order to endorse the proposed agreement, the Council would have to have the ability to approve or deny any additions or deletions to the agreement. He is uncomfortable with outside parties having latitude and wants it to reside with the Council. They only have two weeks. The timing of the logistics of putting it together and getting an analysis is short.

Councilor Burga agreed with Councilor Harrington's concerns. She asked how feasible is it to have outside counsel review and report back. It's a complex amendment and process. A 2-week extension wouldn't be sufficient time. It would be a delay that would not be fruitful. How would it be expended; would it have to go to Budget/Management? President Mathews responded that it would depend on whether funding is available in the solicitor's budget, and if not, it would have to be appropriated. The solicitor responded that he is unsure whether it is available currently in his budget. His concern is more about onboarding of another attorney; if could be hamstrung depending on whether the cost exceeds \$10,000. It's also a tall order to expect them to review, digest and offer an opinion within a two-week timeframe.

Councilor Burga also pointed out that the amendment to the amendment, section 7 states-within one week, Cove will order 2 faces. It is at the one-week mark. What is the order status? Ms. Howe responded that Cove has prepared purchase orders, but the town has to sign off on the light-blocking technology. They are working to make sure and are getting renderings to ensure it does what the town requires. The town granted them another week. Mayor Hedlund added that it was referenced in Ms. Kabilian's presentation. They are building in as many safeguards as possible. There are two competing vendors, so they granted them an extra week.

President Mathews added that what he heard at the neighborhood meeting that there was a disagreement about what the administration wanted and what Cove was looking at. That should have already been resolved before the contract was signed. A new contract is in place, but it's already breached. This is one of the most important parts of the mitigation and it's disappointing.

Councilor Haugh asked why did Cove apply for tree removing in the application to Conservation Commission under Metrovision, and not Cove LLC. Ms. Howe responded that Mr. McClary works for Metrovision--he is a consultant for Cove.

She added that the Mayor says Council is being influenced by voices; they are elected to represent the people. If they receive 100 emails from constituents they represent, then this is their job as Town Councilors. She has talked at length to Councilor Harrington, and went to Gagnon Park and got a different perspective walking the area. Why is Bristol not developing it, when the town is trying to get tax revenue? She understands they want to preserve it, but she has to question why it's not being developed. She wants to see how it will impact other neighborhoods. She debated the 2-week extension. Today, the Solicitor and Council received a letter from Cove's attorneys, which she read into the record:

*“January 19, 2021  
BY EMAIL AND FEDERAL EXPRESS  
Joseph Callanan  
Town Solicitor*

*Re: Cove Outdoor, LLC*

*Dear Mr. Callanan  
This firm is counsel to Cove Outdoor, LLC (“Cove”). We write in connection with the Amendment to Billboard Relocation Agreement between the Town of Weymouth and Cove Outdoor, LLC (“Agreement”). We understand that notwithstanding the extraordinary efforts made by Cove to accommodate the concerns expressed by certain residents of the Town of Weymouth (“Town”), which resulted in the signing of the Agreement on January 8, 2021, the Weymouth Town Council (“Council”) plans to vote to override the Mayor's veto of a moratorium on all billboard building permits for one year. The Mayor's veto was a direct result of his understanding that the proposed moratorium would not only expressly violate the Agreement, but also the prior agreements between the Town and Cove, as well as the permits received by Cove from*

*the Town, the Commonwealth and the Department of Transportation. We write to state in no uncertain terms that should the Council vote to override the Mayor's veto and interfere with the lawfully executed Agreement, Cove will bring an action for immediate injunctive relief against the Town and each member of the Council individually, and will also seek damages and recovery of its legal fees in bringing such an action. There is absolutely no legal basis for the Council to act in the manner it is proposing to act, and the Council is deliberately and maliciously interfering with a validly executed agreement between the Town and a third party. Importantly, part of the concessions that Cove agreed to were to preserve certain land and also to refrain from building on one of two properly permitted sites. Should Cove be required to file an action in the Superior Court, part of the relief it will seek in addition to damages and fees, is the ability to proceed in accordance with its original plans, including developing the prior approved site and also with the prior height and size parameters.*

*We hope the Council upon reflection will agree that moving forward under the Agreement is preferred and overriding the veto will be of limited value (and limited duration), while exposing the Town to substantial damages and fees, as well as undermining years of negotiations to accommodate previously expressed concerns over the location and architecture of the proposed structures.*

*Thank you for your attention to this matter. We look forward to hearing from you.*

*Very truly yours,  
Seyfarth Shaw LLP  
Christopher F. Robertson  
cc: Edward E. O'Sullivan  
Peter McClary"*

Councilor Haugh takes seriously that a private developer is coming after Councilors, personally. The moratorium was already in place when the Mayor signed the agreement. They could talk for hours, but the moratorium is the safest bet. She urged they hold them to it. What would happen if every company threatened to sue every time? She doesn't trust them moving forward.

President Mathews added that he is extremely disappointed receiving this letter two hours before a scheduled meeting. Weymouth News released a story and quoted Mr. O'Sullivan as saying he ordered the light blocking technology, but they learn here it has not been, and have exceeded the deadline.

Councilor DiFazio, based on what he has heard so far, made a motion to override the Mayor's veto of measure 20 117. He reported that he has a gut feeling why it has been made so difficult; the committee met several times and studied the problem and came up with a recommendation to the Mayor, without a structured system to regulate the electronic billboards, it would be a problem. In February 2020, the administration went ahead and signed a permit application and it was submitted to the state. A moratorium was passed a year and a half later, and still with no regulations. The Mayor went out

while a moratorium was enacted, and signed a new contract. Nothing was actually done about the initial issue and it's 2 years later and now they are being threatened with legal action. Resolution of the Finnell board must be totally independent of the 611 board. When the 0 Finnell board comes to light, and if there isn't a regulatory process it will be a whole new neighborhood impacted. Vice President Molisse seconded the motion.

Vice President Molisse fully supported the override. The new agreement is not bad, and he has been informed that it is a binding contract. This was completed under false promises. It's not about saving a piece of land. The parties have continued to abuse the town and residents and continues to bully the town. The proposal was originally supposed to be billboards strictly along the highway with oversight by several departments. Now there is a nonconforming structure that shouldn't even be there. This was done with total disregard to the contract that was in place.

Councilor Dwyer noted they have heard loud and clear from the residents, including some who are not in favor of the override because of concerns with development of Finnell. This was a disservice at Ordinance Committee level when it was left waiting by the administration for answers. He is not comfortable with anything Cove says at this point.

Councilor Heffernan thanked all of the speakers for their advocacy. When this began, they wanted to do the best they could to make sure neighborhoods are not pitted against each other and made them whole. Cove is not to be trusted. The letter from Cove's attorney is a threatening tactic that takes no place in Council. He will support the motion.

Councilor Burga also thanked all who reached out. There were promises to remove the 3A billboards that will not happen until 2025 at the earliest. She has spoken to two of the three static board owners who did not feel strongly one way or the other. She asked procedurally what would happen if they reach out to independent counsel, and plan to meet again after it's reviewed, questioning if they can they then lift the moratorium. President Mathews responded that if this passes at this time, a motion to reconsider at the next meeting is the only way to lift the moratorium.

Councilor Harrington noted that if we go forward with the vote, the Mayor has capitulated; that it's not a bad idea to include the Council. It gives some control over the process going forward. If they put a moratorium in place, then they don't have that control. It just prolongs the misery. He made a substitute motion to put this off until February 2, 2021 to have independent counsel take a look at it. The motion was not seconded and reverted to the original motion.

Councilor Kiely thanked the Mayor and believes he has the best interest of the town and residents. The level of cynicism has been heightened. She reviewed the new agreement and correspondence from her constituents. She cannot support reversing it.

Councilor Hackett suggested that there is merit to continue to review with outside counsel, but it is not an obligation. She will vote in favor of the override.

President Mathews suggested that whether they take a vote tonight or in a few weeks, clearly, the support is not there. It was put in place to protect the neighborhoods. Cove dismissed the agreement as nonbinding. This makes it binding. Cove will not be allowed to build a second billboard until they fix the first. Cove has financial problems, but it isn't the Council's problem. This vote will not finish their work. There are options available to them, and they need to come up with solutions to protect the neighborhoods. It will depend on what Cove does next. The Council will continue the discussion; this is the beginning of a new chapter.

A roll call vote was taken:

Councilor Burga- Yes, Councilor DiFazio-Yes, Councilor Dwyer-Yes, Councilor Hackett- Yes, Councilor Happel-Yes, Councilor Harrington-Abstain, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Council Vice President Molisse-Yes, Council President Mathews-Yes. Motion passes 10-1 with one abstention.

## **COMMUNICATIONS FROM THE MAYOR, TOWN OFFICERS AND TOWN BOARDS**

### **21 005- Reserve Fund Transfer-Fire Department Needs**

On behalf of the Mayor, Finance Director James Malary requested that the Town of Weymouth transfer \$36,180 from the Fiscal Year 2021 Reserve Fund to Fire Department Line items for the purpose of funding costs associated with the following needs of the Weymouth Fire Department:

Replacing three (3) HVAC units at Station 5	\$25,300
Additional Apparatus for new fire engine and ladder	\$10,880

A motion was made by Vice President Molisse to refer measure 21 005 to the Budget/Management Committee and was seconded by Councilor Kiely.

A roll call vote was taken:

Councilor Burga- Yes, Councilor DiFazio-Yes, Councilor Dwyer-Yes, Councilor Hackett- Yes, Councilor Happel-Yes, Councilor Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Council Vice President Molisse-Yes, Council President Mathews-Yes. UNANIMOUSLY VOTED.

## **REPORTS OF COMMITTEES**

### **Budget/Management Committee- Chair Michael Molisse**

Councilor Molisse reported that the Budget/Management Committee met on January 19, 2021 to deliberate the following measures:

**21 001-Acceptance of a Deed in Lieu of Foreclosure-65 Greenvale Avenue**

This measure was referred to the Budget/Management Committee on January 4, 2021. The committee met on January 19, 2021 and voted to forward the measure to the full Town Council with a recommendation for favorable action.

On behalf of the Budget/Management Committee, a motion was made by Vice President Molisse to approve 21 001; that the Mayor of the Town of Weymouth is authorized, in accordance with Chapter 60, §77C of the General Laws of the Commonwealth of Massachusetts and the Massachusetts Department of Revenue Informational Guideline Releases No. 02-206, to accept a deed in lieu of tax foreclosure for the following property currently in Tax Title:

<u>Owner's Name</u>	<u>Map-Block-Lot</u>	<u>Assessed Value</u>	<u>Taxes Due</u>
EEK Realty Trust, Karlyn Yngve, Trstee, Holly Cicetone, Trstee, Sandra Gustafson and Kenneth Erickson	25-331-9	\$13,100.00	\$4,908.08 (\$1.1988 per diem)

Upon acceptance of the Deed by the Town, Council approves to transfer the care, custody, and control of the land to the Conservation Commission in accordance with Chapter 40, §8C.

The motion was seconded by Councilor Hackett.

A roll call vote was taken:

Councilor Burga- Yes, Councilor DiFazio-Yes, Councilor Dwyer-Yes, Councilor Hackett- Yes, Councilor Happel-Yes, Councilor Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Council Vice President Molisse-Yes, Council President Mathews-Yes. UNANIMOUSLY VOTED.

**21 002-Acceptance of a Deed in Lieu of Foreclosure-65 Greenvale Avenue**

This measure was referred to the Budget/Management Committee on January 4, 2021. The committee met on January 19, 2021 and voted to forward the measure to the full Town Council with a recommendation for favorable action.

On behalf of the Budget/Management Committee, a motion was made by Vice President Molisse to approve measure 21 002; that the Mayor of the Town of Weymouth is authorized, in accordance with Chapter 60, §77C of the General Laws of the Commonwealth of Massachusetts and the Massachusetts Department of Revenue Informational Guideline Releases No. 02-206, to accept a deed in lieu of tax foreclosure for the following property currently in Tax Title:

<u>Owner's Name</u>	<u>Map-Block-Lot</u>	<u>Assessed Value</u>	<u>Taxes Due</u>
Joseph Mariano and Helen M. Mariano	34-426-10	\$4,500.00	\$5,244.69

Upon acceptance of the Deed by the Town, Council approves to transfer the care, custody, and control of the land to the Conservation Commission in accordance with Chapter 40, §8C.

The motion was seconded by Councilor Kiely.

A roll call vote was taken:

Councilor Burga- Yes, Councilor DiFazio-Yes, Councilor Dwyer-Yes, Councilor Hackett- Yes, Councilor Happel-Yes, Councilor Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Council Vice President Molisse-Yes,

## **NEW BUSINESS**

### **21 003- Reappointment of Town Clerk-Kathleen Deree**

President Mathews introduced measure 21 003; that in accordance with 2-8(b) of the Town Charter, the Town of Weymouth re-appoints Kathleen Deree of 409 Green Street as the Town Clerk, to serve a term of three (3) years. Her current term expires on February 22, 2021.

A motion was made by Vice President Molisse to refer 21 003 to the Budget/Management Committee and was seconded by Councilor Hackett.

A roll call vote was taken:

Councilor Burga- Yes, Councilor DiFazio-Yes, Councilor Dwyer-Yes, Councilor Hackett- Yes, Councilor Happel-Yes, Councilor Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Council Vice President Molisse-Yes,

### **21 004- Reappointment of Assistant Town Clerk-Lee Hultin**

President Mathews introduced measure 21 004; that in accordance with 2-8(b) of the Town Charter, the Town of Weymouth re-appoints Lee Hultin of 104 Mount Vernon Road West as the Town Clerk, to serve a term of three (3) years. Her current term expires on February 22, 2021.

A motion was made by Vice President Molisse to refer 21 004 to the Budget/Management Committee and was seconded by Councilor Hackett.

A roll call vote was taken:

Councilor Burga- Yes, Councilor DiFazio-Yes, Councilor Dwyer-Yes, Councilor Hackett- Yes, Councilor Happel-Yes, Councilor Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Council Vice President Molisse-Yes,

**COVID-19 Vaccine Process/Update- Councilor at Large Fred Happel**

Councilor Happel introduced the request to the administration/appropriate officers to provide an update on the COVID-19 vaccine process. A motion was made by Vice President Molisse to refer the matter to the Public Safety Committee and was seconded by Councilor Hackett.

A roll call vote was taken:

Councilor Burga- Yes, Councilor DiFazio-Yes, Councilor Dwyer-Yes, Councilor Hackett- Yes, Councilor Happel-Yes, Councilor Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Council Vice President Molisse-Yes,

**ADJOURNMENT**

The next regular meeting of the Town Council Meeting has been scheduled for Monday, February 1, 2021.

At 9:58 PM; there being no further business, a motion was made by Vice President Molisse to adjourn the meeting and was seconded by Councilor Harrington.

Councilor Burga- Yes, Councilor DiFazio-Yes, Councilor Dwyer-Yes, Councilor Hackett- Yes, Councilor Happel-Yes, Councilor Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Council Vice President Molisse-Yes, Council President Mathews-Yes. UNANIMOUSLY VOTED.

**ATTACHMENTS:**

1. Memo from Mayor Hedlund dated 1/15/21- “Materials for Consideration at the January 19, 2021 Town Council Meeting”  
Mayor Memo to Council 1-4-2021 re Measure 20 100 Reconsideration
2. Amendment to Billboard Relocation Agreement 1-8-2021
3. 2021-01-06 Jan 13 Meeting
4. Weymouth Cove Bristol Agreement Signed
5. Exhibit A Billboard Guidelines Final

Respectfully Submitted by Mary Barker as Recording Secretary

Approved by Arthur Mathews as President of the Town Council

Voted unanimously on 16 February 2021