

TOWN COUNCIL MINUTES
Zoom # 814 7441 3013
November 9, 2020, Monday

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

Absent: Fred Happel, Councilor

Also Present: Robert Hedlund, Mayor
Ted Langill, Chief of Staff
Kathleen Deree, Town Clerk
Joseph Callanan, Town Solicitor
Richard Swanson, Town Auditor
Robert Luongo, Director of Planning
Eric Schneider, Principal Planner
James Malary, Director of Finance
Sandra Williams, Chair, Planning Board
Paul Rotondo, Planning Board
Greg Agnew, Planning Board

Recording Secretary: Mary Barker

President Mathews called the meeting to order at 7:31 PM. After the Pledge of Allegiance, Town Clerk Kathleen Deree called the roll, with one member absent. President Mathews reported that Councilor Happel had a family commitment.

ANNOUNCEMENTS

Councilor Heffernan announced his thanks to the Town Clerk and her staff and workers for their efforts facilitating the recent presidential election, with the restrictions as a result of the current pandemic, and the extremely high turnout.

MINUTES

Budget/Management Committee Meeting minutes of October 5, 2020

A motion was made by Vice President Molisse to approve the minutes from the October 5, 2020 Budget/Management Committee 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 Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Vice President Molisse-Yes, President Mathews-Yes.
UNANIMOUSLY VOTED.

Town Council Meeting minutes of October 5, 2020

A motion was made by Vice President Molisse to approve the minutes from the October 5, 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 Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Vice President Molisse-Yes, President Mathews-Yes.
UNANIMOUSLY VOTED.

Ordinance Committee Meeting minutes of October 6, 2020

A motion was made by Vice President Molisse to approve the minutes from the October 6, 2020 Ordinance Committee 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 Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Vice President Molisse-Yes, President Mathews-Yes.
UNANIMOUSLY VOTED.

Town Council Meeting minutes of October 19, 2020

A motion was made by Vice President Molisse to approve the minutes from the October 19, 2020 Town Council 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 Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Vice President Molisse-Yes, President Mathews-Yes.
UNANIMOUSLY VOTED.

Special Joint Meeting of the Town Council/Conservation Commission minutes of October 28, 2020

President Mathews reminded the Council that the minutes from this meeting require two votes; the first to approve them and the second to release them from executive session.

A motion was made by Vice President Molisse to approve the minutes from the October 28, 2020 Special Joint Town Council/Conservation Commission 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 Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Vice President Molisse-Yes, President Mathews-Yes.
UNANIMOUSLY VOTED.

A motion was made by Vice President Molisse to release the minutes from the October 28, 2020 Special Joint Town Council/Conservation Commission meeting from executive session 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 Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Vice President Molisse-Yes, President Mathews-Yes.
UNANIMOUSLY VOTED.

PUBLIC HEARINGS

20 100-Citizen Petition- Request to Change Zoning Ordinances-Section 120-64.7.1, Joint with Planning Board

A motion was made by Vice President Molisse to open the public hearing on measure 20 100 and was seconded by Councilor Hackett. This was advertised on October 21 and October 28, 2020.

A roll call vote was taken: Councilor Burga-Yes, Councilor DiFazio-Yes, Councilor Dwyer-Yes, Councilor Hackett-Yes, Councilor Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Vice President Molisse-Yes, President Mathews-Yes.
UNANIMOUSLY VOTED.

Chair Sandra Williams called the Planning Board to order with members Gregory Agnew, and Paul Rotondo in attendance. Member George Berg was absent. A motion was made by Mr. Agnew to open the public hearing on measure 20 100 and was seconded by Mr. Rotondo.

A roll call vote was taken: Member Agnew -Yes, Member Rotondo-Yes, Chair Williams-Yes.
UNANIMOUSLY VOTED.

Kathy Swain and Robert Delaney were invited to present the measure. Ms. Swain provided the background. On September 22, 2020, the *Friends of Finnell* were on the agenda to present the measure. The meeting ended abruptly because the committee received a memo from the town solicitor bringing attention to the fact that he found legal infirmities with the petition. She and Mr. Delaney retained an attorney, Adam T. Sherwin, and asked him to review the petition and provide his legal opinion regarding the legal infirmities of the measure. To summarize his opinion:

As noted by Solicitor Callanan, G.L. C.40A, Paragraph 5, prohibits the reconsideration of a zoning matter if there is little substantive difference between the two proposals. This is not the case here. With the prior petition seeking an outright prohibition of billboards in Weymouth, and the current petition merely seeking to change the approval process for the billboards. For these reasons, there is little merit to suggest that a court would annul or invalidate any such change to the zoning ordinance, should the town council vote on it favorably. Further, in Mr. Callanan's

response to that was- *“If you ask five different lawyers their opinion, you will get thirteen different answers.”*

On page 5 of the memorandum sent out by the town solicitor, it says the following... “In contrast, MGL 40A gives the municipal legislative body no role in deciding whether a proposed ordinance or bylaw is the same as the previously rejected. Ultimately that is the question for the courts to decide.” Also, it’s important to note in that memorandum, citing Brady vs. Board of Appeals, Nantucket, “There is a two-year ban that does not apply if local authority finds specific and material changes on the conditions upon which the previous unfavorable action is based and describes such changes in the recording of the proceeding.”

On November 19, 2019, the Planning Board unanimously rejected the measure to rescind the Billboard Relocation Overlay District, and it failed to pass in Town Council on December 2, 2019. Since that time, much has changed and the change has been atrocious for the town. The billboards in North Weymouth are no longer coming down in a year. The town is no longer going to receive the \$100,000 to the general fund, and by the time the land lease runs out on the billboards at Finnell, the town will have paid over \$4.5 million to purchase the land that Mr. Bristol paid \$1.25 million – the same land they were told over and over was going to be donated if the citizens allowed the billboards at Finnell. The residents of Century Road have waited a year and Cove has done nothing they promised. Cove is less able now to meet the commitments it made last year to the town. Cove used the permits for 611 and 613 Pleasant as collateral for a bank loan.

Ms. Swain asked that they not leave the administration in charge of what happens with the billboards; not to let them convince the Council to wait, but to rescind the ordinance. There were too many lies over the last 3 years that eroded their trust in the administration. She urged they pass the citizens’ petition and rescind the ordinance. It does not advocate one site over the other. It’s a request to provide the protections that should have been included when the ordinance was written.

It’s not a debate over blame; the Planning Department was involved in discussions for three years with the issues created by the newly passed ordinance creating the Billboard Overlay District. In January 2020, Ordinance Chair DiFazio delivered their findings to the Council: Implementation of the ordinance has resulted in multiple adverse consequences to the community and further implementation will almost certainly result in more residents being adversely impacted. The two approved permits did not go through the rigors of the special permit or variance process, which is typically contemplated to safely site an electronic billboard.

During the Ordinance review process that allowed the billboard overlay district, a minimum of 3 faces was contemplated, not 6. The Town Council has the ability to make changes to the ordinance to protect the citizens from negative outcomes from wrongly sited billboards. It would be hard to find a municipality in this state that doesn’t require a special permit process to site billboards in their community. She asked that they insert a new section, (E), reducing the number from 3 to 2 electronic billboards, which puts it closer to the 3 the Council contemplated when they approved this ordinance. It would ensure the rigors of the special permitting process, as was suggested by the Ordinance Committee. These are the regulations that the committee assumed

the administration would put into place; now is the time to put them in place--it is not too late. If the boards are built at the Finnell site, it won't change the zoning for 611 and 613. If 611 is moved to 613, it will require 611 be taken down before Finnell can be built. In the memo Town Council sent to the Attorney General, included was a copy of the town's guidelines. The first line says, "if appropriately regulated," which Weymouth has failed to do.

They want the Mayor to terminate the agreement with Cove and petition the state into a settlement agreement to move 611, not renew the permit for 613 and withdraw support for permitting for 0 Finnell.

Robert Delaney echoes Ms. Swain's comments. On a call with Century Road residents, the Solicitor stated that if all the billboards are built, they will file a petition to rescind. This is for the sole benefit of Cove and Bristol Bros. since the terms of the new agreement foregoes all revenue streams from the billboards. How is it the administration can affect 3 neighborhoods when there is no benefit to the town or the constituents in the impacted neighborhoods? Originally, Mr. Bristol was going to donate 42 acres of land with the deal. It's been 3 years and none of the agreements, specifically the mitigation for Century Road, has been fulfilled. The Town Council put checks and balances in place to stop the misleading statements and full court press to line the pockets of Cove, LLC and Bristol. Nowhere in any of the documents except the original agreement states that the town of Weymouth will benefit from any revenue. The game plan all along was to put them up then rescind the billboard district. He suggests the endgame is deeper than that. Legal counsel gave the opposite opinion. He finds it hard to believe they would entertain a position to force 3 billboards on the town. It's unfortunate that 611 went on so long and 100 trees were destroyed to make the visibility better. They are asking the Council to support their opposition to the administration and knows several Councilors support it. He urged they exercise their rights to put checks and balances to reel in the administration who have shown no feelings whatsoever for the residents.

President Mathews asked if his colleagues had any comments or questions and they responded:

Councilor DiFazio asked Mr. Delaney, if by eliminating section c- does 2 faces mean 2 faces or does 2 faces mean 4 faces? Mr. Delaney deferred to Ms. Swain, who responded that 2 means 4, the way it was written- 2 faces on each monopole. Councilor DiFazio asked that if all boards were taken down in North Weymouth, wouldn't that benefit the town?

Mr. Delaney responded no, because static billboards would be traded for electronic billboards. He doesn't believe they understood electronic billboards were going up. The residents weren't told that. He deferred further to Ms. Swain.

Ms. Swain responded that she called the town of Abington, and the mitigations that were going to be done for the billboard in Abington was quite extensive, and she noticed it was changed from a static face to 2 electronic faces. She wondered if Abington allows electronic billboards, because they don't have an ordinance allowing it, so she doesn't know how they would allow removing and replacing static boards with electronic ones. They were also going to install light blocking technology on them, which means it would be a costly endeavor- moving the pole, changing the faces, installing LBT, which is expensive. She wonders whether Cove LLC has the

money to do that. She spoke with Abington's zoning agent, who said they have nothing that deals with electronic billboards; they have an ordinance only for electric signs. She also spoke with the Town Manager and asked if anyone had been in touch about mitigation and he said no. He sent a notice out to his departments, and would get back to Ms. Swain if he got any information. She didn't hear back from him. Mitigation was supposed to happen within a year of the signing of the agreement, and they are now 2 years out. She's unsure if any discussion has taken place between Cove and Abington.

Councilor Heffernan reminded the public that no vote is to be taken on this at this time. The matter is still in discussion in the Ordinance Committee. The chair concurred.

Councilor Haugh noted this all started back in 2017 in a meeting with several Councilors for an apartment proposal for that land, but were they then told that instead of apartments, they could get billboards and a donation of land? Mr. Delaney responded that his recollection from a meeting held at Tufts Library was that the Mayor made a statement that there was a threat of 40b housing. After the Town Council meeting when the vote was put forward, there was no discussion of 40b. The only ones who brought it up were the town administration. They were told that if they supported the billboard overlay district, there was a deal in place with Bristol to donate 42 acres of open space abutting Gagnon Park. Administration also said DPW would renovate Gagnon Park and the overgrown trails in the park. Councilor Haugh noted that at the time, she represented District 1, and she understood it to be an apartment proposal. She was not aware then that it was a billboard reduction program.

President Mathews turned the meeting over to the chair of the Planning Board.

Chair Sandra Williams asked about the deals that were in writing. With a strong mayoral form of government in town, were these deals approved? Councilor Mathews responded that there is no deal in writing for the land swap. Mr. Delaney responded he is correct.

Paul Rotondo asked the attorney for Weymouth to respond to the statements made by the proponents.

Solicitor Callanan responded that there are a lot of things the proponents said that he disagrees with. He reiterated the legal opinion, which is not just his opinion, but is based on recorded case and supported by case law. He provided evidence; the proponents' attorney has not. If this passed, it would not affect the 2 already permitted billboards, just the one that has not. If they want to continue to make misstatements they are free to do so, but it seems like an exercise in futility.

President Mathews noted that the Ordinance Committee chair received correspondence dated September 22, 2020 with the solicitor's legal opinion regarding the subject matter.

Mr. Agnew asked Ms. Swain to speak to the experience her attorney has. Ms. Swain responded his specialty is zoning and land court. Mr. Agnew offered a general comment. His own neighborhood is undergoing something he is not happy about. He wants all residents to be happy. He wants to mitigate this. They are coming in on this late, he heard from the solicitor and

residents and realizes they are at an impasse. He also wants the town to be able to pursue as many streams of revenue as possible to keep the taxes lower. He is for any measure that can make residents happy; that is his first and only concern.

Councilor DiFazio asked the solicitor if this passed and has no affect on 611 and 613, as contemplated?

Solicitor Callanan responded that 611 and 613 both have permits. This would be a change in zoning after a legally existing use has been allowed; becoming a nonconforming zone use. Passage would make the second billboard go through the special permit process. The permit at 0 Finnell is likely to be permitted by the Office of Outdoor Advertising on the 2nd Thursday of December. When it was filed back in February, it complied with the zoning so it would not affect the zoning there either. He does not understand what the citizen group is expecting to do.

Councilor DiFazio confirmed if it passed, it wouldn't affect 611 or 613. If the zoning only allows for 2 boards and it passes, it still wouldn't have any affect on 0 Finnell?

The solicitor responded that it wouldn't have any effect on 611 or 613. The permit for 0 Finnell hasn't passed. That's in the future. Right now, he doesn't know if this Council intends to pass the ordinance, get it by the Mayor and through in time between signing and certification by the clerk, all before OOA votes on it? He doesn't know that. He is unsure what OOA would say about changing zoning after filing a permit. That is their decision. If they did, it would lock in a billboard at 611 and 613. Not likely; the possibility is slim.

Councilor DiFazio responded that if the Council were to vote this in the next week or so, then could the Mayor get the state to realize they changed their zoning, and they could then have the permit withdrawn based on the change in the zoning?

Solicitor Callanan responded that would be up to the Mayor, but his recommendation is to not sign it. It's illegal- a successive change within two years, but it would be up to him.

Councilor DiFazio noted what Mr. Agnew on the Planning Board stated; he would want to do whatever would help the residents. What can they do to help the citizens? Is there any course of action that would be possible to minimize the boards? 611 is a burden and they assume any others will be also?

Solicitor Callanan responded that they didn't ask about zoning change before they filed it. He can talk to them about it. He has met with them numerous times to come up with a solution to mitigate each neighborhood. They have not found it yet, but are open to ideas.

Councilor Kiely asked for clarification. If this were to pass, and with 2 2-sided billboards. 611 and 613 are permitted and based on the conversation the other evening, the new plan is to take down 611 and replace 611 with 613 with a new lower board, with light blocking technology. If they pass this and they withdraw the permit application for 611, wouldn't they still be able to apply for 613 and 0 Finnell?

Solicitor Callanan responded that the withdrawing of 611 under the scenario that 613 is built and 0 Finnell is permitted. So, the permits for 611 will be surrendered.

Councilor Kiely asked then, if this passes, then there is no way all three solutions would survive?

Solicitor Callanan responded that the design was always for 2 structures and 4 faces. Last fall, a proposal for 3 structures was considered very briefly; 2 with a single face and one with 2 faces. In the last few months, it was 4 faces on 2 boards. There is no interest in three structures, or more than 4 faces, although there is enough space within the zoning district when the zoning was designed.

Vice President Molisse asked Solicitor Callanan once the billboards are up, will the administration rescind the overlay district?

Solicitor Callanan responded that they would come in the concept of legally nonconforming uses. The 9 faces of billboards in North Weymouth were permitted at one point. In 2015, with the zoning changed, they became legally nonconforming billboards. The idea was to pass 3, build 2 and at some time in the future, repeal the overlay billboard district so there would be no future billboards and keep the two structures that would be permitted as legally nonconforming uses. In the end, they would have 4 digital faces on Route 3, and go from 9 to none on 3A.

Vice President Molisse noted the statement about the town receiving revenue and taxes was made. Is that true?

Solicitor Callanan responded that under the original agreement there was supposed to be several sources of revenue. The most recent amendment would have provided about \$400K in revenue, which would be used for mitigation to the two neighborhoods. \$230K has already been spent to reimburse the CPC for the funds used to renovate Sarah Brassil Park. The remainder would be used to improve Gagnon Park. There would be revenue, but it would go right back into improvement. Vice President Molisse questioned whether there would be any continued revenue? The solicitor responded correct. In the original agreement there would be a share of revenue from each board, although it wouldn't guaranty enough to purchase the open space land from Bristol. There were four sources of revenue in the original agreement: a rich share of (1,2) boards, (3) capital payments and (4) punitive payment for the NW billboards in the most recent version of the amendment. This amendment is not signed yet, but is close to being signed and they forfeited the punitive payment (which was an incentive between Cove and Clear Channel to take the NW boards down at the end of their leases). The NW billboard landowners have leases with Clear Channel of various terms. Cove has entered into agreements with four of the five landowners of the billboards in NW; so when their lease is up, they will decline to renew and Cove would pay the revenue they would have been getting had they renewed. They wouldn't even have to have a billboard on the property. Ideally, they would have come down. Clear Channel was steadfastly refusing this deal, so the Mayor, since creating the punitive payment to do a deal with Clear Channel; it's Clear Channel that didn't want this deal. The capital payment revenue source was never guaranteed to be enough to pay Bristol to acquire the full 42 acres. There was always the risk that they would receive money but not enough to purchase the entire acreage. They forfeited that and the capital payment on one of the boards to Mr. Bristol with a

guaranty if the town gave up the revenue stream on the second billboard to him, then in exchange he would give them the entire 42 acres. Under that scenario it would be more likely to preserve all 42 acres. They forfeited the rest to Cove, which has not been able to operate and claimed losses because of it. Under the most recent agreement, they agreed to lower the 611 billboard, and build 613. That is why they are giving up revenue. People didn't care about the revenue; they wanted mitigation. To get everyone together, they decided to negotiate forfeiture of revenue; there are lots of benefits to the agreement.

Vice President Molisse noted that at the meeting at the library, Bristol was going to donate that land. As they listen to all the changes, it seems the only ones making out are Bristol and Cove LLC. It's sad that is what is happening and it all falls back on the town.

Councilor Harrington clarified that the 0 Finnell board issue is bigger than just a board. If a board doesn't go there, then Bristol will most assuredly develop the land to its' full potential. It is zoned light industrial. Something noisy or noxious could go there, or he could bring in a possible 350 units of low-income housing. While Councilor Harrington detests billboards, it would be one at the very end of a long wooded tract that will shine on Route 3. It would have relatively low impact, and is more preferable than what could go in there. He would prefer to maintain the open space. There isn't enough talk about the alternatives. He doesn't know how it would be accessed. A billboard would head this off if they can get a solution settled. His preference is the open space to total development of the tract.

Councilor Haugh stated when the measure passed in 2018, they were led to believe it was a billboard reduction plan. Only one face has come down in North Weymouth since then. The existing are subject to lease terms. Also since then, 2 faces have been built, and two more planned. How is this a billboard reduction plan? Essentially, they are just adding faces.

Solicitor Callanan responded that they always meant to have less. They put up 4 and in a year, 9 will come down. It requires the cooperation of all parties. There have been many meetings. They are trying to get Clear Channel to come through, but to no avail. There will be a reduction at the end of the leases. Once it is done, there will be no billboards in North Weymouth. Billboards came down on 3A before any billboard went up on Pleasant Street.

Councilor Haugh stated that it's important to note that some leases on 3A run to 2027.

Councilor Burga asked when the leases are over, who will pay to remove and how long will it take? Panda billboard was left up a significant time without advertising.

Solicitor Callanan noted they are Clear Channel's boards and theirs to take down. Cove cannot.

Councilor Burga asked if it is possible that Clear Channel could abandon the boards and could potentially leave them empty?

Solicitor Callanan responded that it's not likely Clear Channel will abandon; they will likely repurpose them. Demolition is cheaper than construction. He noted that the Panda board was disputed over the validity of the permit. OOA will not take that stance with Clear Channel.

Councilor Burga responded that she was involved in the removal of Panda. The town did not buy out; but paid to remove the crane.

President Mathews, before opening up the hearing to comment, reminded the public of the 5-minute limit as outlined in the Town Council Rule 26. He asked if there were any comments from the public, to which there were the following responses:

Alison Dossett, 56 Belmont Street, PB's comments noted that the billboard on 3A was supposed to have come down within 1 year. Some of the others are not slated to come down until leases expire in 2027. It's another example of what residents discover when they do due diligence. They have no authority to remove from private property. Clear Channel knows their hand. There's no reason that any of this will happen without a fight. They assumed that certain things were going to take place. She is uncomfortable proceeding without having any faith in the people making the decisions. Billboards are huge revenue sources and data miners.

Alice Arena 6 Blueberry St., 0 Finnell Drive asked where on Finnell is the board going to be placed? President Mathews responded that the Council hasn't seen a permit and deferred to the solicitor. Solicitor Callanan described it. There are several parcels at the end past the Weymouth Club, where there's an existing billboard now advertising industrial space, along the highway at Route 3, where there's a notch cut out of the tree line. In an overhead plan, there's a path from Gagnon Park to edge of the highway; it's at the end of that path.

Ms. Arena asked if the existing billboard is static or digital? The Solicitor responded that it's an off-premises board advertising lots on Finnell Drive. Ms. Arena asked if Gagnon Park is going to be fixed and maintained? The solicitor responded that is the plan, as of the set-aside agreement. There is a utility right of way. 42 acres would be incorporated in with more than 50 acres of passive recreation.

Gary MacDougall, 131 Southern Avenue asked does the town have commitments in writing for the billboard owners on 3A to not release their leases once they are scheduled to expire? Solicitor Callanan responded that there are 5 landowners, and Cove has agreements with 4 of them. The 5th does not have a written agreement, but the Mayor has been assured by the landowner that she wants to do the same. Mr. MacDougall asked if they are depending on Cove's financial standings and if they will allow them to meet the agreements? The solicitor responded that they already met one. Mr. MacDougall would like to see the agreement terminated. The overall plan was to remove and consolidate billboards. They are not going to see any relocation for 5 years, so that part was false. The Council effectively voted on invalid information. There was no impact study conducted. This isn't a relocation agreement but a mitigation agreement. The Council should reconsider, overturn and stick to the original plan. No town has been improved by putting up billboards. He asks that we do something to protect the citizens of Weymouth.

Kathy Swain, 134 Mill Street made a few corrections. First as to the question by Councilor DiFazio; she spoke with John Romano at OOA and he confirms that the change would not affect the permitting already applied for (611 and 613). Mr. Agnew asked what they could do for the

impacted residents? They could go with a smaller, lower billboard--there is a 36' one. The one proposed for 613 is 35' in height. The one proposed for Finnell is 50'. The numbers will not go down until 2027. In response to Councilor Harrington's comment that it is supposed to shine only on Route 3; diagrams were distributed regarding the effectiveness of the light blocking technology and as described by salesmen. There are seven homes in the viewing area and seven in the transition area.

David Larssen, 76 Belmont St. – echoed what Ms. Dosset said about the residents having to do their due diligence. What the solicitor said is that there is already a billboard where the proposed is going and they are just replacing it. Ms. Swain just reinforced a 48' billboard is going up on a 50' pole. Access to the area hasn't been approved yet and is unknown. Residents don't always get the complete information.

Amy Kabilian 7 Kipling Road, noted that everyone worried about the Finnell billboard for months and months the residents surrounding the 611 billboard are unprotected. The board is lit very late at night and early in the morning. They were promised it would be lowered by June and that hasn't happened. They were promised light blocking technology and that hasn't happened. The plantings neighbors were promised haven't materialized. Now they are talking about moving it. It is frustrating. She doesn't believe the Council would have voted for the zoning if they realized there would be no reduction for seven years. It's unfortunate it happened this way, but everyone was deceived. The letter that the solicitor referred to and that she provided to the Council said that Cove won't take them down. It isn't clear that Clear Channel will exit these deals lightly.

Ed Cowen, 41 Bluff Rd. reported that he was at some of the meetings last year. It seems like a recurring theme; people are not invited in to the process. He suggested they sit down with those affected and the relevant parties. From the top down, more leadership and transparency is needed. They need to be forthright and honest. Billboards shine right through the tree line on Century Road. He urged they go the extra mile for those affected by these projects, and he encouraged them all to take the extra step when it matters; not after the fact.

A motion was made by Vice President Molisse to close the public hearing on measure 20 100 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 Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Vice President Molisse-Yes, President Mathews-Yes.
UNANIMOUSLY VOTED.

On behalf of the Planning Board, a motion was made by Mr. Agnew to close the public hearing on measure 20 100 and was seconded by Mr. Rotondo.

A roll call vote was taken: Member Greg Agnew-Yes, Member Paul Rotundo-Yes, Chair Williams-Yes. UNANIMOUSLY VOTED.

A motion was made by Mr. Agnew to adjourn the Planning Board meeting on measure 20 100 and was seconded by Mr. Rotondo.

A roll call vote was taken: Mr. Agnew-Yes, Mr. Rotondo-Yes, Chair Williams-Yes.
UNANIMOUSLY VOTED.

COMMUNICATIONS AND REPORTS FROM THE MAYOR, TOWN OFFICERS AND TOWN BOARDS

20 112-Fiscal Year Tax Classification

On behalf of Mayor Hedlund, Director of Finance Malary requested that the Town of Weymouth approve a Classification Tax Rate Shift of 1.45 for commercial, industrial, and personal property taxes with no residential exemption for fiscal year 2021.

A motion was made by Vice President Molisse to refer measure 20 112 to the Budget/Management 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 Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Vice President Molisse-Yes, President Mathews-Yes.
UNANIMOUSLY VOTED.

20 113-Acceptance of G.L. C. 148, §26H and §26I Regarding Lodging or Boarding Houses; Automatic Sprinkler Systems and Multiple Dwelling Units; New Construction; Automatic Sprinkler Systems

On behalf of Mayor Hedlund, Director of Finance Malary requested that the Town of Weymouth, through Town Council and with the approval of the Mayor, move to adopt and accept the provisions of General Law, chapter 148, § 26H and § 26I, which authorizes the head of the fire department to enforce the installation of automatic sprinkler systems or other fire suppressant systems as prescribed by the state building code in every lodging house, boarding house, multiple dwelling unit and new construction.

A motion was made by Vice President Molisse to refer measure 20 113 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 Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Vice President Molisse-Yes, President Mathews-Yes.
UNANIMOUSLY VOTED.

20 114-Traffic Regulations Regarding Access to Sacred Heart School

On behalf of Mayor Hedlund, Director of Finance Malary requested that the Town of Weymouth, through Town Council, pursuant to G.L. Chapter 40, § 22, and the Town of Weymouth Code of Ordinances, Section 13-103 (b) and Section 13-104 (a) authorize the placement of signs regulating motor vehicle movement as follows:

Depending on the volume of applications and amount of funds requested in one or more of the three categories, funds may be decreased in one or more categories and increased in one or more of the others.

The Director of Planning and Community Development, having received the approval of the Mayor, be permitted to expend said grants in their entirety as described on the attached list.

A motion was made by Vice President Molisse to refer measure 20 115 to the Budget/Management 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 Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Vice President Molisse-Yes, President Mathews-Yes.
UNANIMOUSLY VOTED.

REPORTS OF COMMITTEES

Budget/Management Committee-Chair Michael Molisse

Chair Molisse reported that the Budget/Management Committee met on November 9, 2020 to deliberate the following:

20 110-Reserve Fund Transfer-Unpaid Bills

The measure was referred to the Budget/Management Committee on October 5, 2020. The committee met on November 9, 2020 and voted to forward 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 20 110; that the Town of Weymouth transfer the sum of \$84,832.27 from the Fiscal Year 2021 Reserve Fund for the purpose of paying the following unpaid FY21 legal bills:

Miyares & Harrington LLP	Partial April 2020 Bill	\$35,193.52
Miyares & Harrington LLP	May 2020 Bill	\$20,333.75
Miyares & Harrington LLP	May 2020 Bill	\$29,305.00

Furthermore, that the Town Accountant is hereby authorized to pay such bills.
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 Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Vice President Molisse-Yes, President Mathews-Yes.
UNANIMOUSLY VOTED.

Environmental Committee-Chair Rebecca Haugh

Chair Haugh reported that the Environmental Committee met on October 26, 2020 to deliberate the following issue:

Compressor Station-Safety, Risk Analysis, and Evacuation Planning

The matter was referred to the committee on October 5, 2020. The committee met on October 26, 2020. Councilor Haugh read her report into the record:

On Monday, October 26, 2020, the Environmental Committee met to discuss the safety and evacuation plans for the Weymouth Compressor Station. I would like to thank Chief Fuller of the police department, Chief Stark of the fire department and John Mulveyhill of Emergency Management Services for discussing the matter before us. It was a good collaborative discussion and I thank all the Councilors on the committee for all of their thoughtful questions and comments. I definitely learned a lot.

The town provided about 1,100 pages of documents on the town website. Most are a collaboration of already established documents from the town and state levels. There is a dedicated 34 page document specific for the Weymouth Compressor Station and I urge everyone to read at least that one. It should be noted that having a safety and evacuation plan for the compressor station is a federal mandate and is accomplished by the owner of the compressor station as well as a community's LEPC. Given the fact that the compressor station is sited on essentially the borders of Quincy and Braintree, this is a Weymouth document and there is no collaborative document of the South Shore towns affected by the compressor station.

Numerous residents are concerned moving forward as there are two categories of concern – response for normal operation effects and response for emergencies. The compressor station is not yet fully operational nor in-service at this time. Residents haven't experienced the sounds or smells of what "normal operation" is and discussion ensued about issues such as just the smell of gas in the atmosphere and having residents calling believing there is a gas leak in or near their home. An evacuation plan was outlined that can be found online which has residents within 1 mile of the site evacuate out of the area which includes a good portion of North Weymouth and Idlewell. We are exceptionally unique here in Weymouth just due to the sheer volume of people who live in close proximity to the site and all other existing compressor stations on the Algonquin line only have up to about 50 households within a half mile of existing stations and we have well over 1,000 households in the same radius-- so there are lot more people paying attention and a lot more people who will need to be evacuated in the event of an emergency.

Two schools are within the evacuation zone and it was reported at the last School Committee meeting that the schools were going to be meeting with Emergency Response to ensure their evacuation plans for Wessagusset and Johnson Schools are up to date and that they were going to work on a letter to send to Town Council with concerns they have. That letter has not yet been voted or approved to be sent by all members yet. But we received a letter from the School Committee Chair Lisa Belmarsh that she asked that I read into the record tonight so here it is:

Dated 11/9, from the School Committee to the Town Council:

“Dear President Mathews:

“As you are aware, on Friday, October 30th, a host community agreement with the Algonquin Gas Transmission, LLC, a subsidiary of Enbridge, formerly Spectra, an 1100-page Emergency Response Plan was released by the Mayor resolving pending litigation that the town of Weymouth that opposed the natural gas compressor station in North Weymouth.

“On November 5th at our meeting, the school committee briefly reviewed the agreement and the 1100-page Emergency Response Plan, noting that the Algonquin Gas Transmission has the required permits to operate the compressor station and that there was no mention of the schools in the Emergency Response Plan. The committee voted to draft a formal letter in response, which will be voted at our next meeting.

“Based on your posted meeting agenda for November 9th, also considering this issue, I submit this letter to notify you of the school committee’s decision. I also believe the school committee supports further independent inquiry of our elected officials and town officers including town council, school committee, schools, fire, police, emergency management and public health into the health and safety risk posed by the compressor station, so that we can make true recommendations on what measures to put into place. Again, school committee will discuss further at our next meeting.

“Please note at our meeting on November 5th we discussed two schools in particular, Wessagusset Primary and the Johnson Early Childhood Center, considered to be in the exposure zones for compressor emissions and any emergency situations occurring at the compressor station. Johnson, more specifically, provides education to our most medically fragile and non-ambulatory students including students in wheelchairs and others with complex medical needs such as feeding and breathing tubes. This school is also located on the current evacuation route for the whole area detailed in this emergency plan, making their exit even more complicated as busses will not be able to reach the school to aid.

*“Thank you for your attention to this matter and making it an agenda item. Once the school committee votes a response, we will send it over to you for the Town Council to review. In the meantime, please do not hesitate to reach out for any additional information you may need.
“Thank you, Lisa Belmarsh, Chair”*

Given that the average Weymouth citizen is not going to read nor comprehend 1,100 pages of safety documents, it was suggested that community forums could be provided for anyone who would like to learn more about the safety plan. As we’re dealing with COVID now, unfortunately anything planned soon would have to be a zoom meeting. North Weymouth Civic Association and FRRACS are both interested in exploring ways to help host information sessions and Mr. Mulveyhill mentioned that we could possibly work with WETC to produce online shows for residents to watch to learn about it. We’d like to encourage all Councilors and residents to visit the dedicated compressor station page that the Mayor has on the Town’s website to view the plans and help promote any community forums that may be forth coming. Thank you.”

NEW BUSINESS

Correspondence to the Attorney General Regarding Mayor's Community Benefits and Settlement Agreement with Algonquin Gas Transmission, LLC -Councilor Rebecca Haugh, Council President Arthur Mathews

President Mathews provided a summary.

Earlier in the meeting, a vote was taken to release the minutes from executive session. They are trying to work on continuing the 10-citizen group. They signed on not as a body but as individuals. 6 remaining members are on the current Council and they are getting clarification as to whether newer Councilors are able to join in. The town auditor sent letter to administration requesting certain specifics of the financing of the deal but have no written response yet. He provided a brief chronological order of what has transpired. The Council was asked to host a meeting in executive session with the Conservation Commission and at that time, no agreement was provided. The Patriot Ledger reported Friday at 3 PM that the Mayor had signed an agreement, and the Council received a copy 5 hours later. There is some language in the agreement that they take issue with, as it relates to the town charter and the branches of government. He provided Mayor Hedlund a draft copy, and a copy of his response in writing will be read into the record following the presentation:

Councilor Haugh read the following statement:

"Thank you Mr. President. I want to start off by stating that this letter is not about whether or not the Mayor had authority to enter into a unilateral contract. Our charter is set up for that specifically. The Mayor has every right to sign a contract on behalf of the town however the contract signed on Friday, October 30 has certain language that I feel needs to be addressed by lawyers outside of the Town of Weymouth. The Town Council shares the same solicitor as the Town of Weymouth and the Mayor. It has been proven to be a deep conflict of interest when we as Town Councilors are trying to seek legal opinions about contracts from a town solicitor who was involved in writing said contracts. That is why I am seeking to have an opinion from the attorney general's office on section 19 of the Host Community Agreement between Enbridge and the Town of Weymouth and I am open to other avenues on how we can obtain an independent legal opinion based on the Mayor's memo to us this afternoon.

Am I opposed to the deal in general? Yes. We have been involved in one of the most dynamic fights against a private energy company for nearly 6 years.

All of us knew from day one this fight wouldn't be easy and any chance would be slim. It would've been so much easier to just say we can't do it and give us the compressor station. But we're Weymouth and we didn't do that. We look back at history and saw people fight Clean Harbors. We look at our neighbors who have been battling cancer and know some environmental factors must be at play. We researched our current air quality and were shocked to learn at how high some of the volatile organic chemicals are already here without the addition of the compressor station. We learned about over industrialization and environmental justice

laws and wonder why none of that matters here in the Fore River Basin. We found dozens of holes in every permit and yet we stood here and saw our federal government and state agencies continue to rubberstamp permits but with every defeat, the opposition has only grown stronger. We've had nearly every politician that represents Weymouth come to the site for speeches, photo ops and use the cause to boost their campaigns. But as they were boosting their campaigns it boosted the issue more for us as well. I thank them and sincerely hope they all use their positions and power to work for the change we need not only to help us here in Weymouth, but to also help prevent improper siting of natural gas infrastructure moving forward.

Mayor Hedlund was put into a no win predicament. We have given Enbridge one hell of a fight. They never saw anything like us or Weymouth before. It's been six years and we're still going. Even if the inevitable is an in-service compressor station, I've always wanted our legacy to be that we kept fighting for the right thing. I've seen every inch of this project through from my first meeting with Spectra reps in December 2014 where they showed me this photo and said "it will just be a large garage by the bridge that no one will even notice" and it's disgusting how these companies steam roll through communities and tear them apart. And although I don't agree, I understand how it would be hard as Mayor to eventually see an operating compressor station and know there was an opportunity for concessions for the town but turned it down. This is what these companies do. They don't care about us. They just want to do what they want to do and they don't care about the people who have to live near these facilities or what they do to the local officials like Mayor Hedlund who have to make these choices or how they made a once strong and unified town against a common cause to now be enemies with each other – they probably are rejoicing in what has happened here in the past week and a half.

I am the only town councilor who currently has pending litigation and appeals in process under my individual name and being represented as a Weymouth Town Councilor. 6 of us Town Councilors are still involved in a 10 citizens group that was formed in May 2017 to appeal the air permit and as of today, we are currently still moving forward in that appeal to fight for a cleaner and quieter electric motor – WITHOUT the Town of Weymouth. Attorney Callanan said we can continue on in individual capacities as long as it's not on behalf of the Town of Weymouth. The agreement however, states "asserted on behalf of the town." - and who determines that? I cannot take any chance to carry-on in my appeals being a Town Councilor if I do not have reassurances from an independent entity that my actions or the actions of the 6 Town Councilors who are still in the air permit appeal - moving forward will not provide consequences, such as the Town of Weymouth intervening, to the other individuals, groups, and neighboring communities that I am partnered with. How can I be expected to trust the legal opinion of our solicitor who was involved in writing and signed the Host Community Agreement and will be the person who will intervene in my appeals if it should ever be deemed or assumed that I'm "asserting myself as on behalf of the town."

If section 19 didn't exist, I would not be making this request before you tonight. The concept that the executive branch of government can sign a contract that limits or seems to threaten the legislative branch of government for actions they may take is very troublesome to me. There is separation of powers for a reason. This is not a contract that the Town Council vetted or voted on prior to it being signed. Imagine if every contract that was signed by the Town of Weymouth had a clause stating what the Town Council could or couldn't do in relation to it. I'd like to

think this was a clause that Enbridge demanded stay in the contract and not something our Mayor suggested - because if so, it further shows how these companies want to divide us and shift our anger from them to our own people - because as it's currently written, our own Mayor has to go after us if we decide to fight the compressor versus going after Enbridge. Are you going to approve the measures that come before us for legal fees to fight against fellow Town Councilors?

This request is not an attack on the Mayor's decision to sign this Host Community Agreement but it's to protect the integrity of the powers of the legislative branch because our charter states in section 1-3, "the executive branch shall never exercise any legislative power."

I respectfully ask for your support and make a motion to approve the draft letter that was sent to all Councilors in their packets for this evening."

The motion was made by Councilor Haugh to approve and was seconded by Councilor Harrington.

President Mathews read the Mayor's response, in a memo dated November 9, 2020 to Council President Mathews into the record:

"As the Town Council considers tonight's agenda item, entitled "Correspondence to the Attorney General Regarding Mayor's Community Benefits and Settlement Agreement with Algonquin Gas Transmission, LLC," I think it would be important for the Council to consider a few points.

First, the Council recently received a letter from the Attorney General in response to a request to review another agreement negotiated by and under the purview of the executive branch, here the Mayor. The Attorney General's Office responded on January 9, 2020 by indicating, "The AGO's statutory authority to render formal legal guidance and opinions extends only to opinion requests by state officials, district attorneys, and branches and committees of the Legislature." A copy of that letter is attached. The AGO's letter concluded with the statement that the office was "unable to provide you with legal guidance on this matter."

Further, and perhaps more importantly, the Attorney General's Office represents, and has been defending for more than a year, state agencies, such as the Department of Environmental Protection (DEP) and the Office of Coastal Zone Management (CZM), in 5 of our 23 lawsuits that we have filed to stop the compressor station. The Attorney General's Office sought to dismiss one of the last pending lawsuits we were pursuing to reverse a CZM decision allowing the compressor station project to go forward. Last week, Norfolk Superior Court agreed with the AGO argument on behalf of CZM and dismissed one of the last four pending lawsuit seeking to stop the compressor station.

Defense of state agencies is the legally defined role of the Attorney General's office. It would be illegal for the Attorney General to involve its office in a Town matter of this nature.

Also, it is somewhat ironic that many have applauded the work of the Town's attorneys, whose actions have delayed the startup of the compressor by three years and resulted in significant positive outcomes for the Town such as making the compressor station emit less pollutants, run fewer times a year, run short periods of time when running, run more quietly, and have fewer impacts on the environment, would now question the competency of those very same attorneys who assisted with the drafting of and reviewed this Host Community Agreement. I am concerned that the Council now prefers to seek advice from the attorneys who represent the state agencies who have rubber-stamped these permits allowing the compressor station to be fully permitted.

If the Council wishes to receive further legal explanation from our attorneys, the Town Solicitor is available during tonight's meeting or the Town's attorneys can provide written responses to any additional questions at a later date."

The council deliberated the motion on the table.

Councilor Burga shared the concerns seeking the Attorney General's guidance on the matter; however they have an obligation to resolve any question on any contract, in this case Section 19 of the host community agreement, the Mayor's letter and the supporting documentation. She requested the letter also be sent to the State Ethics Commission and the Inspector General as well to see if they can provide any input or offer any guidance.

The motion on the table was amended by Councilor Haugh to send the letter to the Attorney General, State Ethics Board and the Inspector General and it was seconded by Councilor Harrington.

Councilor Heffernan supported the motion. He recommended they pursue any avenue to continue the fight on behalf of constituents. People want to live in North Weymouth, and he wanted to respond to many of his constituents following the executive session. They need to make sure the fight continues. The Mayor is in a tough position. The problems with the compressor will continue.

President Mathews asked Councilor Haugh to read the draft into the record:

"November 10, 2020

DRAFT

*Attorney General Maura Healy
One Ashburton Place
Boston MA 02108
ago@state.ma.us*

Dear Attorney General Healy,

We are contacting you in an effort to obtain a legal opinion regarding language included in a Host Community Agreement, which appears to be in conflict with language in our town charter.

On Monday October 26, 2020, Town Solicitor Joe Callanan advised the Town Council that he wished to call a joint meeting of the Weymouth Town Council and Conservation Commission with Mayor Robert Hedlund regarding the compressor station project in North Weymouth, to be conducted in Executive Session. This meeting transpired on Wednesday, October 28, 2020 at 7:30 pm., at which time Mayor Hedlund, in conjunction with the town solicitor and outside counsel, explained his plans regarding formulation of a Host Community Agreement with Enbridge who is the owner of the highly controversial compressor station project. This was the Council's first update on the development of said agreement and the Town Council did not receive any copy of a draft Host Community Agreement before or during this meeting.

We received a 'draft' agreement on Thursday, October 29, 2020 at 7:40 PM via email; on Friday, October 30, 2020 at 3:00 pm, Mayor Hedlund issued a press release to the Patriot Ledger announcing that he had signed a Host Community Agreement with Enbridge. The final signed agreement was then emailed to Town Council, five hours later at 8:00 pm, as an official notification. The agreement is attached for your perusal. Calls and emails to the administration by Town Council members who expressed concerns on Friday went unanswered.

We understand that the Mayor has the authority to execute contracts and enter into agreements on behalf of the Town of Weymouth, however, as an elected body who is mentioned in the contract, we have concerns as to the language contained in Section 19 of the agreement. Although the Town of Weymouth has had numerous lawsuits and appeals in the past, in addition to several currently in the works, there is a Town Councilor who is engaged in appeals and lawsuits in their individual capacity as a Town Councilor. We have concerns that Section 19 jeopardizes or limits current and future appeals against the compressor station and we'd like to know if the executive branch of government is allowed to place limitations on the actions of the legislative branch as it related to signed contracts that do not require the approval of the legislative branch.

We are requesting a legal opinion, aside from our town solicitor, on the verbiage used in this agreement, which we did not have any oversight or approval of. For the past six years, the Weymouth Town Council has taken unanimous votes to submit comments and letters in various permits and appeals regarding the compressor station. We are seeking clarification that should the Town Council continue to be active and involved in the compressor station fight, it will not cause the Mayor or Town of Weymouth to intervene or interject to dismiss or oppose our position.

Our town solicitor has informed us that we can take any action, as long as it is not being represented "on behalf of the town.", however, we feel the language in the contract is too vague to assume that because the contract states "asserted on behalf of the town" which may or may not be assumed in our official capacity as Town Councilors.

Our Town Charter states in Section 1-3: "The administration of the fiscal, prudential and municipal affairs of Weymouth, with the government thereof, shall be vested in an executive/administrative branch headed by a mayor and a legislative branch to consist of a town council. The legislative branch shall never exercise any executive/administrative power and the executive/administrative branch shall never exercise any legislative power."

The portion of the contract that we are requesting outside legal clarification is as follows:

*“19. Authority to Enter into the Agreement: The Mayor has executed this Agreement on behalf of the Town, as this Agreement resolves all outstanding issues, including potential litigation or appeal, between the Town and Algonquin over the AB Certificate, the AB Project or any individual permit or authorization and represents that the Mayor has the authority to do so. **The Parties agree that if the Weymouth Town Council, another Weymouth public body, or Weymouth town official takes a position in any regulatory, administrative or judicial proceeding in which it directly or indirectly opposes or disagrees with, or otherwise engages in any acts or omissions that may or will impact, the AB Project or the construction, operation, and maintenance of the Compressor Station under the AB Certificate, the Mayor shall cause the Town to intervene and immediately seek to dismiss and otherwise oppose any litigation, claim, or appeal asserted on behalf of the Town that are covered by sections 11.a., 11.c., 11.e., 11.f., 11.g., 14, and 19.** If the Mayor, on behalf the Town, fails to intervene immediately in any such regulatory, administrative or judicial proceeding for the purpose of seeking its dismissal and otherwise opposing it, Algonquin shall be entitled to specific performance of this provision of the Agreement.”*

The Town Council has dire concerns that a unilateral contract was signed by the executive branch of government that seems to dictate or threaten the actions or future actions of the legislative branch of government. We are separate branches of government and the fact the executive branch of government is allowed to use verbiage in contracts with private entities that includes clauses of what the legislative branch of government can and cannot do we believe needs review by the Attorney General's office.

Thank you in advance for any feedback you may be able to provide.

This was voted xx-xx at the Town Council Meeting of 9 November 2020.

Sincerely,

XXX

Attachments

*CC: All Councilors,
Mayor Hedlund
Joseph Callanan/Town Solicitor”*

Councilor Dwyer noted a number of residents contaced him on this. Although displeased with some of the language in the correspondence from the Mayor, that the Council would be reviewed as “recalcitrant children” and why it wasn’t struck, he has one concern; asking the office of Ethics gives the impression there is something unethical. He doesn’t support the agreement, but does not believe it is unethical.

Councilor Hackett noted that was her position in Executive Session- to focus on whether the 10-citizen group could continue to participate in appeals going forward and was assured they could. That is why she will continue to participate. She believes the Mayor had the authority to enter into the agreement, and they as individuals can continue to participate.

Councilor Harrington supported the motion because he believes this is an instance where the solicitor is in direct conflict. It's always good for a second set of eyes on any legal document so all parties might uncover small clerical errors and inconsistencies or ambiguities. He believes the charter needs to be changed to have the ability for Council to retain their own legal counsel.

Councilor Haugh followed up on Councilor Dwyer's question. With the memo that mayor may not be sent, perhaps the Attorney General will respond that it is not within their power to give them any feedback. She wants clarity going forward with her lawsuits, so she isn't jeopardizing her own appeals with Quincy, Braintree, etc. She read the description of the Attorney General's office's purpose. She doesn't know any other way to get an independent legal opinion if the Council doesn't think the path Councilor Burga suggested is appropriate.

Councilor Dwyer added from what he knows of the AG's office- he specifically referred to the State Ethics Commission.

Councilor Heffernan suggested that he doesn't know what the future of this project looks like, but there could be problems from this site for years or decades in the future. One of the things he is most fearful of is that the legal team for the gas company could seek to build a liability shield that would put the town at great disadvantage. He urged they do right by this neighborhood, the town and the Fore River basin. No liability shield should be built into any agreement.

Councilor Burga noted her referral was not to be offensive, but to conduct a full review. They have an obligation to answer constituents' concerns.

Councilor Hackett asked to restate the motion; is it to send to all three agencies? President Mathews responded yes. Councilor Hackett responded that this is an exceptionally difficult situation and she doesn't want to see it divide the town. They voted for a strong Mayor in 1999, in part because the Board of Public Works was suing the Board of Selectmen over who had the authority to enter into an administrative Consent Order with the DEP, and the end result was nine years of water and sewer woes that set the town back decades. It is a tough decision and the Mayor made it and it is entirely within his authority to make it. The authority does not gag the Town Council. She believes the Mayor did what he thought was right. She is willing to support the fight, but not to go back to fighting each other. The Mayor made a call and it is his call to make. She trusts the solicitor's opinion that the 10-citizen group can continue to fight the compressor. They need to protect their authority as the legislative branch and allow the Mayor to do the same for the executive branch. She will support Councilor Haugh and North Weymouth.

Councilor Heffernan support the spirit of what Councilor Hackett says, but urged they stay focused on policy. They need to get this right. He will be voting for the letter.

President Mathews noted that his colleagues have concern with it going to the State Ethics Commission and he would not mind seeing it removed. It was presented in Executive Session on a Wednesday and they received an agreement on Friday that directly contradicts what was said on Wednesday. This agreement could have ramification for any legislative branch in years to come. The Mayor is in another negotiation with another entity- what if the Mayor inserts language in another contract with another private entity restricting the role of the legislative branch in that agreement? He believes it is a violation of the section of the charter pertaining to separation of powers. That is his personal opinion and that is why he will support this motion. He believes people do not want the letter to be forwarded to the Ethics Commission.

Councilor Hackett made a substitute motion to the substitute, to move the original motion to send the correspondence to the Attorney General and was seconded by Councilor Kiely.

Councilor Haugh asked for further discussion on why it should not be sent to the Inspector General if, as the Mayor has said, they will likely not get an opinion from the Attorney General. Council President Mathews asked if Councilor Hackett is willing to further amend her motion to include the Inspector General to receive the correspondence as well? She agreed. The substitute motion was made by Councilor Hackett to amend the original motion to include sending the correspondence to the Attorney General's and Inspector General's offices for opinion and was seconded by Councilor Haugh.

Councilor Haugh stated in follow up that she does not have an issue with the Mayor entering into an agreement, but that section 19 is what she disagreed with and that is what is in the correspondence.

Councilor Hackett responded that she understands there is an issue with Article 19 and whether it bars the Town Council from future participation.

Councilor Harrington noted the Mayor volunteered the solicitor's services if they had any questions. He asked the solicitor if he could suggest any others they should send it to?

Solicitor Callanan explained his role as town solicitor. He stated his only client is the town of Weymouth. 350 other communities in Massachusetts do the same. He has tried to explain section 19 on several different occasions. The Council can continue to write letters and resolutions; however, Councilors and individual Councilors cannot enter into litigation on behalf of the town. Only the Mayor has that authority. The agreement changes nothing. They may continue in their individual capacity.

Councilor Harrington noted the question was, where else could they could go? What is the appropriate place? Was Miyares & Miyares the negotiators on behalf of the town?

Councilor Kiely supported the action. She has received numerous emails, etc. She sympathizes with the Mayor and does not believe it was unethical. He has some tough decisions to make and the law is open to interpretation.

Vice President Molisse also supported the motion. The Mayor was in a tough position. Section 19 is bothersome. He doesn't see the need to send this to ethics. He asked why section 19 is in the agreement? Any money resulting from the agreement should go to public safety, as that is what they have been fighting for all along.

Councilor Burga noted the intent was as the solicitor described, but it is too loosely written in her opinion.

A roll call vote was taken: Councilor Burga-Yes, Councilor DiFazio-Yes, Councilor Dwyer-Yes, Councilor Hackett-Yes, Councilor Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Vice President Molisse-Yes, President Mathews-Yes.

UNANIMOUSLY VOTED.

ADJOURNMENT

The next regular meeting of the Town Council has been scheduled for Monday, November 16, 2020, due to the Presidential Election. At 10:25 PM; there being no further business, a motion was made by Vice President Molisse to adjourn the 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 Harrington-Yes, Councilor Haugh-Yes, Councilor Heffernan-Yes, Councilor Kiely-Yes, Vice President Molisse-Yes, President Mathews-Yes.

UNANIMOUSLY VOTED.

Respectfully Submitted by Mary Barker as Recording Secretary

Approved by Arthur Mathews as President of the Town Council
Voted unanimously on 7 December 2020