

Statement Regarding Wildcat Land

Norwell Select Board – March 27, 2024

My name is Don Mauch, 296 Main Street, Norwell, MA 02061. For those of who may be unfamiliar with me, during the past 20 years as a Norwell resident, I have served as vice chair of the Norwell Select Board, chair of the Planning Board and acting Town Planner, and a member of the Advisory Board, the Community Housing Trust, the Bylaw Review Committee, the Stormwater II Committee, the MBTA Advisory Board, and Treasurer of the Norwell Historical Society.

I am the lead sponsor of a competing Article to the SB's related Article dealing with the disposition of town-owned land on Wildcat Lane that has been the subject of a contentious town meeting in 2021, followed by two years of costly litigation.

The SB's Article would create a permanent landscape buffer for residents whose property abuts the Wildcat land by placing it into conservation without any revenue to the Town. As you may know, the Advisory Board voted 3-4 against this Article last evening. Alternatively, our Article, filed on behalf of all Norwell residents seeks to place some of the land into conservation while selling off another portion that would generate an estimated \$600K-\$1M in revenue to the Town. The Advisory Board voted in favor of our Article 4-3 last evening.

Regrettably, I feel compelled to share with you the recent and quite unexpected actions of your Select Board Chair, Mr. Smellie, in relation to a significant agreement reached only two weeks ago, which unfortunately Mr. Smellie, after apparently meeting with several Wildcat neighbors with or without the knowledge of the rest of your Board, subsequently abandoned last Friday due to undue pressure.

The agreement originated from a call I received several weeks ago from Mr. Smellie expressing concern over the likelihood of a contentious atmosphere arising from our competing Articles at Town Meeting and whether we would be willing to withdraw our Article if the SB withdrew theirs. Again, it was unclear to me whether he was asking on behalf of his Wildcat constituents, the rest of your Board, or simply on his own. While somewhat skeptical at first, after recognizing the importance of fostering constructive dialogue and avoiding unnecessary conflict,

I reached out to Town Administrator Sullivan, who graciously and swiftly assembled both Article's stakeholders together with Town Counsel Galvin on March 12th. After thoughtful deliberation and collaboration, a solid agreement and understanding with the primary goal of mitigating potential contention at Town Meeting expressed in Mr. Smellie's earlier phone call to me, was reached. Shortly after the meeting, Mr. Smellie stated, "I think it was a very productive meeting and gives an unequivocal way forward which should be free of contention."

No one at our meeting, Mr. Smellie, was naïve enough to think that our agreement would not require the approval of your full Board's support which is why that was, in fact, part of the agreement. Our understanding called for you to place it on tonight's SB Agenda and explain the agreement to your full Board, followed by voting on a motion to withdraw your Article, and inviting me in to reaffirm our willingness to indefinitely postpone our Article as part of a Consent Agenda. Why is this not happening this evening – because Mr. Smellie, before ever giving your full Board the chance to consider the agreement we reached, you took it upon yourself and instead allowed several Wildcat neighbors with whom you regularly communicate, decide for your Board that an agreement to avoid a contentious Town Meeting was apparently not in their best interest.

The agreement in question involved withdrawing the two competing town meeting articles in exchange for placing a simple "yes," or "no," non-binding ballot question before all voters. During our meeting, Mr. Smellie never indicated to us that the agreement we reached was conditioned upon, as he stated a week later, "discussing it with Wildcat and if they take the deal, we'll pull both. If not, they can fight it out at town-meeting."

Despite our collective efforts and the clear benefits of the proposed agreement, it was apparently met with opposition from a group of neighbors who held special interest's contrary to the broader community's financial well-being. It leads one to wonder whether the group's opposition to place a simple yes or no question on a town-wide ballot is due to the old adage that, "you never ask a question to which you already know the answer," hoping instead for a different answer by packing a much smaller meeting with special interest voters at which an article is cleverly placed ahead of all others so as to not inconvenience them?

It is deeply disappointing that the prospect of constructive dialogue and compromise was derailed by the influence of special interests. The agreement reached was a testament to the commitment of all parties involved to prioritize the needs of the community and foster a respectful and inclusive decision-making process. What does it say about Mr. Smellie's sincerity when a full week after reaching an agreement to withdraw both Articles, he states, "Putting the Wildcat articles at the end of the Town Meeting is a disaster waiting to happen. Keep the potentially angry mob there the entire town meeting? That's just looking for trouble. They need to move it near the beginning." Who are "they," Mr. Smellie?

Mr. Smellie's decision to back out of this agreement undermines the principles of transparency, accountability, and fair governance that are essential to our democratic process. It sends a troubling message that the voices of a select few can overpower the collective will of the community and dictate the outcome of important decisions affecting us all....a select few, one of whom a while back, issued a threat to "go scorched earth," on the Town of Norwell if their demands were not met, such as filing ethics complaints against Town officials that were later dismissed, filing costly lawsuits and appeals against the Town losing each time, and without the knowledge or authority of town officials, illegally filing a deed transfer of the Wildcat land with the Plymouth County Registry of Deeds, only to be later reversed by the Town at taxpayer's expense. Could these actions be the genesis of the toxic atmosphere to which Mr. Smellie has frequently referred and was trying to avoid at this year's Town Meeting when he suggested, and we agreed two weeks ago to withdraw both our Articles, before he suddenly changed his mind and abandoned the idea of bringing the agreement before this Board tonight.

Did Mr. Smellie truly intend to serve the best interests of all Norwell's residents or a group of several neighbors with an overriding desire to maintain a valuable piece of town-owned property as their private buffer, at taxpayer's expense. Justice Kafker, who deliberated on the several Wildcat abutter's unsuccessful SJC appeal, succinctly observed last September:

"They're abutters, right? I take it their housing values are going to be higher if its conservation land. ...Conservation land itself has...basically you've expanded your own property when you have conservation land next to you because you have open space that no one can build on. So that tends to add value to your property. Doesn't it?"

“Because you have open space that no one can build on.” Norwell’s residents are not naive. Did Mr. Smellie take the time to consider other, more appropriate options that exist; namely suggesting that their HOA purchase the property themselves thereby, expanding and adding value to their own property, as Judge Kafker noted, placing it into conservation themselves rather than wiping \$600K-\$1M off the books of all taxpayers who face mounting property tax increases and a Proposition 2 ½ tax override next year.

As a taxpayer and longtime active member of Norwell’s community, I respectfully urge this Select Board to reconsider the unilateral actions of your Chair, by placing the agreement we reached on your next Agenda and either reaffirm it by withdrawing both our Articles to avoid in Mr. Smellie’s own words, “letting the angry mob fight it out,” and substituting them with a town-wide, non-binding ballot question to which we agreed, or reject it. It’s your Article and it should be your decision, and no one else’s.

Thank you.