



**Sterrett Law, PLC**  
**Boston Experience Vermont Prices**

Offices in:  
Boston, Massachusetts  
Williston, Vermont

April 23, 2021

Eric Schneider, Principal Planner  
Weymouth Zoning Board of Appeals  
C/O Department of Planning and Community Development  
Weymouth Town Hall, 75 Middle Street, 3<sup>rd</sup> Floor  
Weymouth, MA 02189

Re: Contingent Request for Special Permit

Dear Mr. Schneider:

Enclosed on behalf of Cove Outdoor, LLC ("Cove") please find a contingent request for a special permit to lower the metal pole at 611 Pleasant Street by twenty feet and replace the current panels on the metal pole with panels containing light-blocking technology (the "Remediation Work"). Cove is performing the Remediation Work at the behest of the Town of Weymouth (the "Town") pursuant to a December 18, 2019 Remediation Agreement signed by the Town, Cove, and residents of Century Road (the "Remediation Agreement" attached as Exhibit A) and a Billboard Relocation Agreement Amendment between the Town, Cove, and the underlying landlord at 611 Pleasant Street dated January 8, 2021 ("the Amendment" attached as Exhibit B).

Cove reserves all its legal rights and by the filing of this application in no way indicates Cove's agreement that a Special Permit is required to perform the work already agreed to by the Town, Cove and residents of Century Road or that any of the provisions of the purported Zoning Ordinances apply to any structure at 611 Pleasant Street or the Remediation Work.

This request is contingent and may be withdrawn at any time. It is merely a placeholder to be placed on the agenda for the May 26<sup>th</sup> hearing. We are not required to obtain a special permit for the Remediation Work for the following reasons:

1. **The Town has already confirmed under the pains and penalty of perjury in writing that Cove may perform the Remediation Work as of right under the Town's Zoning Bylaws in written applications to the Massachusetts Office of Outdoor Advertising (Applications Attached as Exhibit C). Cove has relied on the Town's written confirmation of the applicable zoning to Cove's detriment and has suffered recoverable damages due to this reliance. The Town admitted in writing that the Zoning Enforcement Officer reviewed that application and signed off on the zoning compliance in e-mails dated March 24, 2021 and March 25, 2021.**

2. Any purported new zoning ordinance was not properly adopted by the Town of Weymouth pursuant to the required adoption process as laid out in G.L. c. 40A, Sec. 5. Specifically, any purported Zoning Amendments were adopted without the Mayor's approval, and the required notices and deadlines were not followed.
3. Based on the plain language of any new purported Zoning Ordinance they do not apply to the remediation of old billboards or signs.
4. Town Counsel for Weymouth has represented that any new purported Zoning Ordinance does not apply to Remediation Work pursuant to his e-mails dated March 24, 2021 and March 25, 2021.

We are filing this placeholder request because we have heard that an opponent of the Remediation Work is threatening to appeal our building permit using baseless arguments that we need a special permit. This special permit application is intended to proactively address those baseless arguments if needed.

Early next week, we will be filing a Request for Zoning Opinion with the Weymouth Zoning Enforcement Officer to see if he is in agreement with Town Counsel's opinion that we can do the Remediation Work without any zoning relief. If the Zoning Enforcement Officer says a Special Permit is needed that may be viewed as a breach on behalf of the Town of the Amendment giving Cove the opportunity to turn back on the Billboard at 611 Pleasant Street and relieving Cove from the obligation to perform the Remediation Work. Cove would like to do the Remediation Work and has set aside the funds to do so. We earnestly hope that the Zoning Enforcement Officer does not contradict the Town Counsel and remove us from these obligations.

In the meantime, we appreciate you putting this contingent, placeholder Special Permit application on the agenda for May 26<sup>th</sup>.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "David L. Sterrett". The signature is fluid and cursive, with the first name "David" being more prominent and the last name "Sterrett" following in a similar style. The signature is written over the printed name "David L. Sterrett, Esq.".

David L. Sterrett, Esq.

# Exhibit A

*Town of Weymouth  
Massachusetts*

Robert L. Hedlund  
Mayor  
  
75 Middle Street  
Weymouth, MA 02189



Office: 781.340.5012  
Fax: 781.335.8184  
TTY: 781.331.5124

December 18, 2019

RE: Remediation agreement for neighborhoods near the 611 Pleasant Street digital billboard

This letter outlines the remediation the Town of Weymouth and Cove Outdoor, LLC will conduct to mitigate several impacts resulting from the lawfully permitted and constructed two-sided digital billboard at 611 Pleasant Street. While this agreement is not legally binding, and may be subject to minor changes, everyone intends the letter to be a showing of good faith that the Town and Cove Outdoor intend to take these actions as a way of resolving the issues caused by the billboard, in lieu of the billboard being removed or relocated, which are the residents' preferred options. By including an acknowledgement and agreement section for the Town, Cove Outdoor, and several resident-representatives of the impacted neighborhoods, this agreement shows that those parties are satisfied with the remediation outlined below.

**Town of Weymouth Responsibilities:**

1. By December 23, 2019, the Town shall deliver to the neighborhood representatives several options for improving the neighborhood playground, park, and conservation land. This includes providing options for rebuilding the Sarah Brassil Playground located off of Century Road, improving the existing active recreation amenities such as the basketball court, and enhancing these active recreation amenities. In addition, the Town will present options for improving the adjacent passive conservation area, such as trail, wayfinding, or signage improvements.

After input from the residents the Town will begin re-building the playground in early 2020

- Playground to include the following amenities or substantially equivalent alternatives:
  - New swing sets
  - New slides and tubes
  - New sea saws
  - New jungle gym play area
  - Playground safety surfacing (wood or rubber mulch)
  - Subsurface landscaping and drainage
  - ASTM or CPSC certified playground structures
  - New park benches
  - New picnic tables
  - Trash cans
  - Bike rack
  - Walking trails around playground area
  - New basketball court with new backboards
  - Removal of existing fencing and installation of new fencing around the playground
  - Work with the abutters to identify fencing that needs to be removed from the park area
- After sufficient input from the residents and public, the Town will enact the plans to improve the playground, park, and conservation land in spring of 2020 with a proposed completion date of June 30, 2020.
- The Town agrees to maintain the park according to a publicly available maintenance schedule that includes more frequent visits in the summer months and less maintenance in the winter months for cleanup, maintenance, trash removal and any other work/improvements necessary

*um*

- The Mayor's Office will support applications for tax abatements to those residents on Century Road, Kipling Road, and Price Way who apply for them, and who continue to be impacted by the billboard structure after the sign is lowered and the light blocking faces are installed. The Board of Assessors, however, and not the Mayor, determines whether and how much of an abatement is warranted under the circumstances.
- The Town will create a dedicated fund for reservation of revenue from the billboard agreement to be used for future neighborhood improvements, billboard mitigation techniques, and landscaping services
- The Town agrees to work with residents of the impacted neighborhoods on any necessary mitigation moving forward should any future issues arise.

Cove Outdoor Responsibilities:

- Cove Outdoor will lower the digital sign at 611 Pleasant Street 20 to 25 feet, or lower, in height.
- Cove Outdoor will install light blocking faces at the time it lowers the sign.
- Cove will lower the sign and install the light blocking faces within 3 to 6 months of the execution of this agreement, or sooner.
- Cove Outdoor will plant trees on the properties of neighbors affected by the digital sign. Cove will consult with an arborist as well as meet with those residents to determine, through mutual agreement, the adequate number and type of trees to be planted.
- Cove Outdoor will plant lower height evergreens behind the area in which the state-permitted tree cutting will take place to help preserve a visual barrier from the operation of the quarry in consultation with an arborist.
- Cove Outdoor will build stockade fencing or equivalent where affected neighbors may want a visual barrier.

Acknowledged and agreed to by:

  
 Town of Weymouth  
 Mayor Robert L. Hedlund

  
 Cove Outdoor, LLC  
 Edward O'Sullivan

  
 Century Road Resident Representative

\_\_\_\_\_  
 Century Road Resident Representative

\_\_\_\_\_  
 Century Road Resident Representative

# Exhibit B

**AMENDMENT to BILLBOARD RELOCATION AGREEMENT BETWEEN THE TOWN OF  
WEYMOUTH AND COVE OUTDOOR, LLC**

THIS AMENDMENT ("Amendment"), is made on this the   eighth   day of January, 2021 to the following document: Cove Outdoor, LLC's billboard relocation agreement with the Town of Weymouth and the landlords of the new electronic billboards, by and between the TOWN OF WEYMOUTH, a body corporate and politic, acting through its Mayor, with an address of 75 Middle Street, Weymouth, Massachusetts 02189 ("Town"), BATES BROTHERS SEAM FACE GRANITE Co., Inc. and LORUSSO-BRISTOL STONE Corp. ("Electronic Billboard Landlords"), corporations duly organized under the laws of the Commonwealth of Massachusetts that do business in the Commonwealth of Massachusetts at 410 Whiting Street, Hingham, Massachusetts 02043 and Post Office Box 230, 331 West Street, Walpole, Massachusetts 02081, respectively, and COVE OUTDOOR, LLC ("Cove"), a corporation duly organized under the laws of the Commonwealth of Massachusetts that does business in the Commonwealth of Massachusetts at 44 School Street, Suite 200, Boston, Massachusetts. The Town, the Electronic Billboard Landlords, and Cove may be referred collectively within this document as the "Parties," and the Billboard Relocation Agreement, dated July 27, 2018, may be referred to as the "Agreement."

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledge, the Parties hereby amend the Agreement as follows:

1. Definitions. Any words, phrases, or terms used in this Amendment, unless otherwise defined herein, have the same meanings as set forth in the Agreement.
2. Amendments.
  - a. Bristol Bros. Development Corp. shall be added as a party to this Amendment and this Agreement as an additional "Electronic Billboard Landlord," who owns property at 0 Finnell Drive, specifically parcel ID nos. 32-423-4 and 36-452-9.
  - b. Concerning Cove and the Town's extensive, yet unsuccessful, efforts to reach agreement with the existing lessees of the Static Billboards, said

Agreement is hereby amended in section two by striking out the phrase "within a year of the execution of this Agreement" and inserting in place thereof the following phrase:- "at the end of their existing leases"

- c. Said Agreement is hereby further amended in section two by striking out the phrase "613 Pleasant Street" and inserting in place thereof the following phrase:- "0 Finnell Drive"
- d. In order to (i) offset the loss profits Cove incurred by deferred operation of its electric billboard to resolve concerns of Weymouth residents; (ii) fund the commitments Cove made to Weymouth residents over the operation of its Electric Billboards; and (iii) to fund the Town's acquisition of the entire 0 Finnell Drive site, parcel ID nos. 32-423-4 and 36-452-9 from Bristol Bros Development Corp., said Agreement is hereby further amended by striking out section three. The intent of the parties with this subsection is that the Electronic Billboard Landlords shall credit Cove any grant payments owed to the Town in the past and going forward into the future and that the Town hereby assigns and waives any and all grant payments related to 0 Finnell Drive to Bristol Bros. Development Corp.
- e. Concerning Cove and the Town's extensive, yet unsuccessful, efforts to reach agreement with the existing lessees of the Static Billboards, said Agreement is hereby further amended by striking out section four and inserting in place thereof the following section:-

#### REMOVAL OF STATIC BILLBOARDS IN NORTH WEYMOUTH

Cove agrees to fulfill the agreements it has, and will have, with all Static Billboard landlords along Route 3A to not renew their existing billboard leases and remove the existing Static Billboards at the end of these existing leases. Removal of these Static Billboards shall be the obligation of Cove, either through the existing lessee, the Static Billboard landlord, or Cove itself, but shall not be the obligation of the Town. Each Static Billboard shall be removed within ninety days of the expiration of its



existing lease, unless a longer period of time is agreed to by the Town in writing.

- f. In order to (i) offset the loss profits Cove incurred by deferred operation of its electric billboard to resolve concerns of Weymouth residents; (ii) fund the commitments Cove made to Weymouth residents over the operation of its Electric Billboards; and (iii) to fund the Town's acquisition of the entire 0 Finnell Drive site, parcel ID nos. 32-423-4 and 36-452-9 from Bristol Bros Development Corp., said Agreement is hereby further amended by striking out section five.
- g. In order to (i) offset the loss profits Cove incurred by deferred operation of its electric billboard to resolve concerns of Weymouth residents; (ii) fund the commitments Cove made to Weymouth residents over the operation of its Electric Billboards; and (iii) to fund the Town's acquisition of the entire 0 Finnell Drive site, parcel ID nos. 32-423-4 and 36-452-9 from Bristol Bros Development Corp., said Agreement is hereby further amended by striking out section six and inserting in place thereof the following section:-

#### ONE-TIME STIPEND FROM COVE

Cove will pay a One-Time Stipend to the Town in the amount of four hundred thousand dollars (\$400,000) for remediation efforts to satisfy resident complaints to which the Town committed. Cove shall disburse this One-Time Stipend to the Town in the following manner: (i) a down payment of fifty thousand dollars (\$50,000) upon the first payment Cove receives for Cove's cash flow related to the electronic billboard on the 0 Finnell Drive Property; and (ii) a payment of three hundred and fifty thousand dollars (\$350,000.00) upon Cove's receipt of payment for its cash flow or the sale of a digital billboard located at 0 Finnell Drive in Weymouth. If Cove fails to fulfill this One-Time Stipend in full before June 30, 2022, then Cove shall also owe the Town interest on the unpaid amount at the rate of the most recent bond rate the Town issued prior to June 30, 2022, compounded quarterly, from the date of this agreement until Cove fulfills its One-Time Stipend."

h. Said Agreement is hereby amended by inserting at the end of section 8(a), the following new sections:-

vi. On January 2, 2021 or within three days of the execution of this Agreement by Cove, whichever is later, Cove shall cease all advertising and turn off each billboard faces at 611 Pleasant Street until Cove has satisfied all of its obligations pursuant to this section 8(a)(vii-xii) of the Agreement. If Cove does not satisfy these obligations described in the previous sentence by September 30, 2021, unless a previously agreed upon tolling period applies, then Cove will surrender its billboard permit for the billboard at 611 Pleasant Street and remove all billboard structures at 611 Pleasant Street ("Cove's Performance Period"). If Cove has not been able to accomplish its obligations pursuant to Section 8(a)(vii-xii) of the Agreement by April 30, 2021, the Town will not object to allowing Landmark Dividend, LLC to have the right to cure and finish those obligations on behalf of Cove.

If any party other than Cove appeals the decision of the Town of Weymouth Conservation Commission to allow for tree cutting to lower the billboard at 611 Pleasant Street, then Cove's Performance Period will be tolled during the pendency of said appeal. In addition, if Cove has installed Light Blocking Technology at 611 Pleasant Street, then Cove may illuminate and run advertisements on the billboard faces at 611 Pleasant Street during the pendency of any such appeal, if acceptable to the Town and state's Office of Outdoor Advertising.

vii. Within one week of the execution of this Amendment by all signatories, Cove will order and have promptly delivered two (2) fourteen by forty-eight-foot digital billboard faces incorporating Light Blocking Technology to replace the current digital faces at the electronic billboard located at 611 Pleasant Street. Cove shall promptly install the faces incorporating Light Blocking Technology upon delivery.

viii. Cove shall install Light Blocking Technology on the new Electronic Billboard at 0 Fennell Drive during construction and before any operation of the new Electronic Billboard at 0 Fennell Drive.

Furthermore, the Town will not issue its approval after final inspection for the new Electronic Billboard at 0 Finnell Drive unless Cove has two Light Blocking Technology faces at 611 Pleasant Street. In addition, if Cove has not fulfilled its obligations under section 8(a)(x)(d-f) by the time the Town is prepared to issue its approval after final inspection for the new Electronic Billboard at 0 Finnell Drive, then the Town may withhold its approval after final inspection until Cove has submitted, and the Town approves, an enforceable completion schedule for these remaining obligations within the Agreement's existing timeframe.

ix The Light Blocking Technology Cove shall install at 611 Pleasant Street and 0 Finnell Drive shall be the type, kind, and style previously discussed with the Town and residents and shall be from a manufacturer approved by the Town.

x Cove shall fulfill the commitments it made to the Weymouth residents in a "Remediation agreement for neighborhoods near the 611 Pleasant Street digital billboard," dated December 18, 2019, unless the residents agree in writing to modify these responsibilities. If the Commonwealth of Massachusetts denies an additional tree cutting permit, or the Town of Weymouth Conservation Commission denies Cove's wetlands permit, and consistent with section 8(a)(xi) below, then Cove will be released only from its obligations to lower the sign as referenced in section 8(a)(x)(a).

These commitments include the following:

- a) Cove Outdoor will lower the digital sign at 611 Pleasant Street 20 to 25 feet, or lower, in height.
- b) [Amended. See subsection 8(a)(vi-ix), above.]
- c) [Amended. See subsection 8(a)(vi-ix), above.]
- d) Cove Outdoor will plant trees on the properties of neighbors affected by the digital sign. Cove will consult with an arborist as well as meet with those residents to determine, through mutual agreement, the adequate number and type of trees to be planted.
- e) Cove Outdoor will plant lower height evergreens behind the area in which the state-permitted tree cutting will take place to help

preserve visual barrier from the operation of the quarry in consultation with an arborist.

- f) Cove Outdoor will build stockade fencing or equivalent where affected neighbors may want a visual barrier.

xi. Cove shall prepare a tree cutting permit with whatever assistance from the Town in whatever capacity it may provide to lower the 611 Pleasant Street billboard, *see* subsection 8(a)(x)(a), above. The Town shall make its best efforts to get any state-required fees waived as the additional tree cutting is in the public interest, and not merely a commercial interest. If the Town is unsuccessful with persuading the state to reduce or waive any required fees, however, then Cove shall pay all fees required for tree cutting necessary to lower the 611 Pleasant Street billboard. If Cove must pay the state for the tree cutting permits, then Cove will be required to lower the 611 Pleasant Street billboard within one year after execution of this amendment. Cove shall also pay all costs, fees, and expenses of lowering the 611 Pleasant Street billboard. The number of feet of lowering of 611 Pleasant Street billboard, if lowering is necessary, will be determined by Cove and the Town, but in accordance with the "Remediation agreement for neighborhoods near the 611 Pleasant Street digital billboard," dated December 18, 2019.

In order to fulfill Cove's obligations pursuant to the December 18, 2019 remediation agreement, Cove will perform the following:

- a) Have its finance partner, Landmark Dividend, hold back from a sale of the cash flow for 611 Pleasant Street billboard remediation funds in the amount of \$541,708 to purchase Light Blocking Technology, cut trees, and lower the billboard pursuant to the terms of this Amendment (the "Escrow Funds").
- b) Of the Escrow Funds, \$303,548.42 will be paid directly by Landmark Dividend to a billboard hardware company to pay for the Light Blocking Technology billboard faces.
- c) The remaining \$238,159.58 will be disbursed by Landmark Dividend directly to vendors to perform the tree cutting and sign lowering.

- d) Oversight of this process will be conducted by the Town and a representative designated by the neighborhood residents as determined by the Weymouth residents who signed the "Remediation agreement for neighborhoods near the 611 Pleasant Street digital billboard," dated December 18, 2019.
- e) Cove will work with the Town's Conservation Commission to file the Notice of Intent for any tree removal that is necessary in the wetlands buffer zone and wetlands as well as exhaust all efforts to comply with the Conservation Commission to obtain an Order of Conditions necessary to complete the tree removal.
- f) If tree cutting and sign lowering is not possible to a denial from the Weymouth Conservation Commission or denial of a tree cutting permit from the State Department of Transportation and Cove has exhausted all reasonable options and possibilities for tree removal that will provide for the lowering of the 611 Pleasant Street billboard, as finally determined solely by the Town and consistent with section 8(a)(x) and (xi) of this Agreement, any remaining funds will only be disbursed to Cove upon execution of a written agreement signed by the same parties as the "Remediation agreement for neighborhoods near the 611 Pleasant Street digital billboard," dated December 18, 2019.
- g) Cove will provide any residents who request it with regular correspondence, including a weekly e-mail update, and will meet with concerned residents monthly to maintain open lines of communication.
- h) Cove will provide the Town Council President a weekly email update.
- i) At request of the Mayor, Cove will provide any nonproprietary information to whomever named by the Mayor.
- j) In addition to Cove already retaining qualified contractors to pursue state DOT tree cutting permits and to pursue approvals from Town Conservation Commission and to keep billboard illumination at a lower level, Cove shall continue to address completion of all obligations with best efforts, to the best of Cove's ability and in good faith. Whether Cove has addressed, or is addressing, its obligations in good faith shall be determined solely by the Town.

xii. Cove shall surrender its billboard permits for 613 Pleasant Street, if the state grants permits for 0 Finnell Drive. Cove shall similarly satisfy MassDOT by filing the amendments the state seeks for the billboard at 611 Pleasant Street. Cove shall not request a local building permit for the 613 Pleasant Street billboard at any time before June 30, 2021 or the date of expiration of the state billboard permit for 613 Pleasant Street, whichever is earlier, if the Office of Outdoor Advertising denies the extension of said permit. Whether the Town grants such a building permit shall be in the sole and final discretion of the Town.

- i. Said Agreement is hereby amended by inserting at the end of section 8, the following new subsection:-

*h. Conveyance of 0 Finnell site by to Bristol Bros. Development Corp. to the Town.* Bristol Bros. Development Corp. shall convey the 0 Finnell Drive site, parcel ID nos. 32-423-4 and 36-452-9, to the Town within sixty (60) days of the i) the state granting two billboard permits to operate a billboard at 0 Finnell Drive with Light Blocking Technology at that site and ii) all other permits and approvals have been obtained, including building permits and wetland permits, and all appeal periods have expired or if any appeals are filed, all appeals have been exhausted to allow the two billboards to operate.

This conveyance shall be fee simple with a fully executed recordable deed to the Town, to be placed in escrow until the two billboard faces are legally permitted to operate, are constructed, and in full operation at which time the deed shall be released from escrow and recorded at the Registry of Deeds. If the two billboard faces are not constructed and in full operation within twelve (12) months of the deed being placed in escrow, the deed will be released from escrow to Bristol Bros. Development Corp.

The only land remaining at 0 Finnell Drive owned by Bristol Bros. Development Corp. shall be land necessary to construct, access, provide utilities and maintain the billboard at 0 Finnell Drive. Bristol


Bros. Development Corp.'s transfer of this land will not impede Cove's access to install and maintain a billboard at 0 Finnell Drive. The Town will cooperate with Cove and Bristol Bros. Development Corp. to the extent legally possible to ensure that Cove has access to install and maintain the billboard at 0 Finnell Drive. Any terms of this subsection may be modified or extended by only Bristol Bros. Development Corp. and the Town without consent of the other Parties.

- j. Said Agreement is hereby amended by inserting at the end of section 8(a)(v), the following new sentence:- "Cove acknowledges that the Town may amend its guidelines as to the content of advertising on the 611 Pleasant Street billboard or any other billboards for which Cove has a permit (i.e., banning advertising for strip clubs and tobacco companies) after providing reasonable notice to Cove within the next three years of the date of the execution of this agreement. The most recent amendment of the guidelines is attached as Exhibit A.
3. Additional covenant. After the execution of this Agreement, Cove and the Town shall promptly execute such documents and other papers and take such further actions as may be reasonably required or desirable by each party to carry out the provisions and the transactions contemplated by this Agreement as expeditiously as possible.
4. Tolling of Deadlines Due to COVID-19 Restrictions. With the exception of the new section 8.a.vi, all other deadlines in this Amendment will be tolled for any period for which the Governor of Massachusetts institutes Phase 2 or Phase 1 of COVID-19 restrictions in the Commonwealth of Massachusetts.
5. Effect. Except as specifically modified hereby, the Agreement shall remain in full force and effect and are hereby ratified and confirmed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment under seal  
as of the date first written below.

**Town of Weymouth**

By:

  
(Signature)

Title: Mayor

Date:

01/8/2021

Approved as to Form:



Joseph Callanan, Town Solicitor

**Cove Outdoor, LLC**

By: *Edward E. O'Sullivan*

(Signature)

Title: Managing Member

(Authorized Representative)

Date:

01/04/2021

**Bates Brothers Seam Face Granite Co., Inc.**

By:

  
(Signature)



Title: President

(Authorized Representative)

Date: 1.6.2021

**Lorusso-Bristol Stone Corp.**

By: James E. Bristol Jr.  
(Signature)

Title: Vice President

(Authorized Representative)

Date: 1.7.2021

**Bristol Bros. Development Corp.**

By: James E. Bristol Jr.  
(Signature)

Title: President

(Authorized Representative)

Date: 1.06.2021

# Exhibit C



Massachusetts Department of Transportation

Office of Outdoor Advertising  
Ten Park Plaza, Room 6133  
Boston, MA 02116-3969

Telephone: (857) 368-9700  
<http://www.mass.gov/massdot/ooa>

### APPLICATION FOR AMENDMENT OF OUTDOOR ADVERTISING PERMIT(S)

Application is hereby made for the amendment of permit(s) to erect and maintain outdoor advertising signs in accordance with the rules and regulations established under 700 C.M.R. 3.00 et seq. and all applicable state and federal laws at the following location(s). Any proposed modification to any sign must receive prior approval from the Office of Outdoor Advertising before any such repair and/or restoration.

PLEASE PRINT OR TYPE:

1) Applicant Name: Cove Outdoor LLC

Principal Business Address: (Street address must be included) P.O. Box 590545

City/Town Newton State Ma Zip 02459

Contact: (Name & Title) Edward O'Sullivan

Telephone #: 617-797-4235 Fax #: \_\_\_\_\_

Email: eosullivan@capitalassociates-inc.com

Authorized Signature: Edward O'Sullivan Date: 5/29/2020

OOA License #: 

V	C	0	0	0	0	6	9	6	0	3	8
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 \*assigned by OOA

### 2) EXACT LOCATION OF ADVERTISING SIGN FOR AMENDMENT

Address 611 Pleasant Street Route # 3

OOA Permit # 2018D006

City/Town Weymouth Original Permit Date 8/24/2018

Zip Code \_\_\_\_\_

REVISED: ejf/leq, 4/23/2013

Page 1 of 4  
Application For Amendment Of Permit

Please submit all pages: incomplete applications will not be processed.

Pursuant to 700 C.M.R. 3.01 (a) – (h)

I am requesting to modify an existing sign as indicated below ... (check all that apply)

- ☒ move existing sign to another location on the same property.\*
- ☒ change height of sign.\*
- ☐ change area of sign (dimensions, length, width, height, depth, number of faces .\*)
- ☒ change illumination of sign ( add / remove / replace lighting.\* )
- ☐ change materials of sign.\*
- ☐ change means of support of sign; including adding any reinforcing devices that would prolong use of sign.\*
- ☐ replace a dismantled sign.\*
- ☐ other repair / restoration of sign.\* (please explain) \_\_\_\_\_

Add Light blocking technology

Not actually moving the sign, just updating the survey as built

*\*Such modifications require that permit holder obtain permission from landowner and may require authorization from a duly authorized municipal official. (see pg 3)*

*Please note that any non-conforming and/or "Grandfathered" sign, if dismantled, loses its OOA "Grandfathered" status as defined by 700 CMR and is therefore ineligible for relocation, changes to height, dimensions, lighting, and/or replacement.*

*The undersigned warrants and represents that he/she is duly authorized to sign this document; that he/she has permission from the landowner to erect/maintain/amend a sign at the proposed location and that he/she has legal access to the property. The undersigned hereby authorizes the Office of Outdoor Advertising to enter the property whereon the proposed sign is located.*

Edward E. Sullivan  
Signature of Individual or Corporate Officer

Cove Outdoor LLC  
Individual or Business Name  
(Please Print)

3/23/21  
Date

**IF APPLICABLE** THE FOLLOWING AMENDMENT AUTHORIZATIONS MUST BE OBTAINED BEFORE  
SUBMITTING THE APPLICATION TO THE OFFICE OF OUTDOOR ADVERTISING

700 C.M.R. 3.06(1)(i): Each application shall contain the following certification which must be signed by a duly authorized official of the city/town no earlier than 60 days before the filing of the application under 700 CMR 3.05.

*To be completed and signed by a duly authorized municipal official.*

The location of the proposed sign amendment(s) is / are in an area zoned: ☐ Commercial  
☒ Industrial

The Boston Redevelopment Authority (BRA) has been notified about the proposed sign: YES or NO  
*\*Applicable only to the City of Boston. (circle one)*

Option 1 – Please select either Option 1 or Option 2 and sign where indicated. *(Do not sign both).*  
I hereby certify that the proposed sign amendment(s) is / are: *(check one box)*

☒ IN CONFORMITY WITH municipal zoning ordinances and/or by-laws.  
☐ AUTHORIZED BY A SPECIAL PERMIT / VARIANCE FROM \_\_\_\_\_  
*(include all relevant documents)*

☐ NOT SUBJECT TO municipal zoning ordinances and/or by-laws. *(Explain)*

The undersigned warrants and represents that he/she is duly authorized to sign this document.

Ted Linnell, Acting Mayor 781 340-5012  
Name & Title of City / Town Official *(please print)* Telephone

Ted Linnell 3-25-2021  
Signature of City / Town Official Date

Option 2 – Please select either Option 1 or Option 2 and sign where indicated. *(Do not sign both).*  
I hereby certify that the proposed sign amendment(s) is / are: *(check one box)*

☐ NOT IN CONFORMITY WITH municipal zoning ordinances and/or by-laws.

The undersigned warrants and represents that he/she is duly authorized to sign this document.

\_\_\_\_\_  
Name & Title of City / Town Official *(please print)* Telephone ( )

\_\_\_\_\_  
Signature of City / Town Official Date

*For Internal Office Use*

Permit Holder \_\_\_\_\_

Permit #: \_\_\_\_\_

**4) FEES:**

A permit amendment fee of Two Hundred and Fifty Dollars (\$ 250.00) per permit must accompany this application as defined in 700 C.M.R. 3.03(2)(a)

Check or money order enclosed in the sum of: \_\_\_\_\_

\$ \_\_\_\_\_

*\*Make payable to: MassDOT*

**DIRECTOR'S REPORT**

\_\_\_\_\_ AMENDMENT APPROVED

\_\_\_\_\_ AMENDMENT DENIED

If denied, please state reason(s): \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director

***Town of Weymouth  
Massachusetts***

Robert L. Hedlund  
Mayor

75 Middle Street  
Weymouth, MA 02189



Office: 781.340.5012  
Fax: 781.335.8184

[www.weymouth.ma.us](http://www.weymouth.ma.us)

**March 19, 2021**

**Weymouth Town Council  
75 Middle Street  
Weymouth, MA 02189**

**Dear Councilors:**

**This letter is to advise you that I will be away from the office from Wednesday, March 24, 2021, through Tuesday, March 30, 2021.**

**In accordance with Section 3-8 of the Town Charter, I designate Ted Langill, Chief of Staff, as Acting Mayor during my absence. Ted can be reached at 781-853-8821 or at [tlangill@weymouth.ma.us](mailto:tlangill@weymouth.ma.us).**

**Thank you,**

**Robert L. Hedlund  
Mayor**

**cc: Kathleen Deree, Town Clerk  
Ted Langill, Chief of Staff**



Massachusetts Department of Transportation

Office of Outdoor Advertising  
Ten Park Plaza, Room 6133  
Boston, MA 02116-3969

Telephone: (857) 368-9700

<http://www.mass.gov/massdot/ooa>

### APPLICATION FOR AMENDMENT OF OUTDOOR ADVERTISING PERMIT(s)

Application is hereby made for the amendment of permit(s) to erect and maintain outdoor advertising signs in accordance with the rules and regulations established under 700 C.M.R. 3.00 et. seq. and all applicable state and federal laws at the following location(s). Any proposed modification to any sign must receive prior approval from the Office of Outdoor Advertising before any such repair and/or restoration.

PLEASE PRINT OR TYPE:

1) Applicant Name: Cove Outdoor LLC

Principal Business Address: (Street address must be included)

P.O. Box 590545

City/Town Newton

State Ma

Zip 02459

Contact: ( Name & Title) Edward O'Sullivan

Telephone #: 617-797-4235

Fax #: \_\_\_\_\_

Email: eosullivan@capitalassociates-inc.com

Authorized Signature: Edward O'Sullivan

Date: 5/29/2020

OOA License #:

V	C	0	0	0	0	6	9	6	0	3	8
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\*assigned by OOA

### 2) EXACT LOCATION OF ADVERTISING SIGN FOR AMENDMENT

Address 611 Pleasant Street

Route # 3

OOA Permit # 2018D007

City/Town Weymouth

Original Permit Date 8/24/2018

Zip Code \_\_\_\_\_

REVISED: ejf/leq, 4/23/2013

Page 1 of 4  
Application For Amendment Of Permit

Please submit all pages: incomplete applications will not be processed.



Pursuant to 700 C.M.R. 3.01 (a) - (h)

I am requesting to modify an existing sign as indicated below ... (check all that apply)

- ☒ move existing sign to another location on the same property.\*
- ☒ change height of sign.\*
- ☐ change area of sign (dimensions, length, width, height, depth, number of faces.\*)
- ☒ change illumination of sign (add / remove / replace lighting.\*)
- ☐ change materials of sign.\*
- ☐ change means of support of sign; including adding any reinforcing devices that would prolong use of sign.\*
- ☐ replace a dismantled sign.\*
- ☐ other repair / restoration of sign.\* (please explain) \_\_\_\_\_

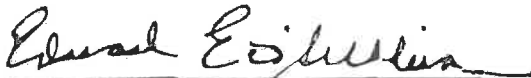
Add light blocking technology

Not actually moving the sign, just updating the survey  
as built

*\*Such modifications require that permit holder obtain permission from landowner and may require authorization from a duly authorized municipal official. (see pg 3)*

*Please note that any non-conforming and/or "Grandfathered" sign, if dismantled, loses its OOA "Grandfathered" status as defined by 700 CMR and is therefore ineligible for relocation, changes to height, dimensions, lighting, and/or replacement.*

*The undersigned warrants and represents that he/she is duly authorized to sign this document: that he/she has permission from the landowner to erect/maintain/amend a sign at the proposed location and that he/she has legal access to the property. The undersigned hereby authorizes the Office of Outdoor Advertising to enter the property whereon the proposed sign is located.*



Signature of Individual or Corporate Officer

Cove Outdoor LLC

Individual or Business Name  
(Please Print)

3/23/21

Date

REVISED: ejf/leq, 4/23/2013

Page 2 of 4  
Application For Amendment Of Permit

Please submit all pages: incomplete applications will not be processed.

**IF APPLICABLE THE FOLLOWING AMENDMENT AUTHORIZATIONS MUST BE OBTAINED BEFORE  
SUBMITTING THE APPLICATION TO THE OFFICE OF OUTDOOR ADVERTISING**

700 C.M.R. 3.06(1)(i): Each application shall contain the following certification which must be signed by a duly authorized official of the city/town no earlier than 60 days before the filing of the application under 700 CMR 3.05.

*To be completed and signed by a duly authorized municipal official.*

The location of the proposed sign amendment(s) is / are in an area zoned: ☐ Commercial  
☒ Industrial

The Boston Redevelopment Authority (BRA) has been notified about the proposed sign: YES or NO  
*\*Applicable only to the City of Boston. (circle one)*

**Option 1 – Please select either Option 1 or Option 2 and sign where indicated. (Do not sign both).**  
*I hereby certify that the proposed sign amendment(s) is / are: (check one box)*

☒ IN CONFORMITY WITH municipal zoning ordinances and/or by-laws.  
☐ AUTHORIZED BY A SPECIAL PERMIT / VARIANCE FROM \_\_\_\_\_  
*(include all relevant documents)*

☐ NOT SUBJECT TO municipal zoning ordinances and/or by-laws. (Explain)

*The undersigned warrants and represents that he/she is duly authorized to sign this document.*

Teri Langill Actis, Mayor 781 340-5012  
Name & Title of City / Town Official (please print) Telephone

160 Jan 3-25-2021  
Signature of City / Town Official Date

**Option 2 – Please select either Option 1 or Option 2 and sign where indicated. (Do not sign both).**  
*I hereby certify that the proposed sign amendment(s) is / are: (check one box)*

☐ NOT IN CONFORMITY WITH municipal zoning ordinances and/or by-laws.

*The undersigned warrants and represents that he/she is duly authorized to sign this document.*

\_\_\_\_\_  
Name & Title of City / Town Official (please print)

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Signature of City / Town Official

\_\_\_\_\_  
Date

*For Internal Office Use*

Permit Holder \_\_\_\_\_

Permit #: \_\_\_\_\_

**4) FEES:**

A permit amendment fee of Two Hundred and Fifty Dollars (\$ 250.00) per permit must accompany this application as defined in 700 C.M.R. 3.03(2)(a)

Check or money order enclosed in the sum of: \_\_\_\_\_

\$ \_\_\_\_\_

*\*Make payable to: MassDOT*

**DIRECTOR'S REPORT**

\_\_\_\_\_ AMENDMENT APPROVED

\_\_\_\_\_ AMENDMENT DENIED

If denied, please state reason(s): \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director

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Thank you,

Robert L. Hedlund  
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