

***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

February 17, 2021

MassDot – Highway District 6 Office
John McInerney, District Highway Director
185 Kneeland Street
Boston, MA 02111

Dear Mr. McInerney,

I have reviewed the tree cutting/pruning plan as proposed by Cove Outdoor, LLC for the digital billboard located at 611 Pleasant Street in Weymouth. After extensive review of the proposal and approval and issuance of the Conservation Commission Order of Conditions, I am writing to express the Town's support for the plan.

The applicant, Cove Outdoor LLC, submitted an application for the proposed tree removal to the Town's Conservation Commission, as a portion of the proposed removal and trimming was located within the delineated wetlands and wetlands buffer zone. Included here is the attached spreadsheet showing the inventory of trees proposed to be removed by Cove. Included in that spreadsheet you will see the trees that fall within the wetlands and buffer zone highlighted in yellow.

The Weymouth Conservation Commission held a public hearing for the application on January 26, 2021. Cove provided a detailed plan (attached) indicating which trees would be removed or cut. In addition, ahead of the hearing, Cove conducted a site walk with the Town's Conservation Administrator as well as members of the Conservation Commission to show the trees in question, all of which were marked and tagged in the field. As a result of the Conservation Commission hearing, the Commission voted unanimously to approve the application and issue an Order of Conditions. The Order of Conditions will require Cove to replant trees in and around the buffer zone to mitigate the impacts of the removal in compliance with local Wetlands Protection Act and Department of Environmental Protection requirements. Attached here please find the Order of Conditions detailing the mitigation. The Conservation Administrator and Town officials worked closely with the proposer, holding multiple meetings, to ensure the plan is in accordance with all regulations and requirements. After this review, we find the plan to be in accordance with local regulations and express our support as it moves through this next phase.

Additionally, the request to remove these trees is the result of a recently executed Amendment to the Billboard Relocation Agreement between the Town, Cove, Bristol Brothers Seam Face Granite Co. Inc., and Lorrusso-Bristol Corp. Per this amendment to the agreement, Cove is required to lower the existing billboard located at 611 Pleasant Street between 20 and 25 feet as well as conduct other mitigation to remediate the impacts of the billboard on the Century Road-area neighborhood located across Route 3. In order for Cove to complete the lowering and maintain visibility of the billboard they have requested this tree removal. The removal will allow Cove to lower the billboard and meet the requests of the residents as well as comply with the terms of the new agreement. That agreement is enclosed here for your review. Because this request is driven by the Weymouth residents and the Town, we ask that you support it such that we may fix many of the negative impacts the current billboard has on the residents.

Please feel free to contact me with any questions at rhedlund@weymouth.ma.us or 781-340-5012.

Sincerely,

Robert L. Hedlund
Mayor

Tree Inventory

#	Specie	DBH in inches	Appraised Value	Braintree Side
201	Twin Wh. Pine	11", 6"	\$1,580.00	
202	Pine	9.5"	\$1,118.00	
203	Triple clump Pine	2", 2", 3"	\$722.00	
204	Birch	4"	\$37.00	
205	Birch	7"	\$115.00	
206	Birch	3"	\$29.00	
207	Birch	4"	\$37.00	
208	Birch	3"	\$29.00	
209	Birch	3"	\$29.00	
210	Birch	4"	\$37.00	
211	Birch	3"	\$29.00	
212	Birch	4"	\$37.00	
213	Birch	3"	\$29.00	
214	Pine	6.5"	\$608.00	
215	cedar	3"	\$260.00	
216	Hemlock	5"	\$190.00	
217	Hemlock	6"	\$242.00	
218	Oak	6"	\$407.00	
73	Pine	12"	\$1,624.00	
219	Pine	2"	\$95.00	
220	Pine	2"	\$95.00	
221	Pine	2"	\$95.00	
222	Twin Pine	2", 1"	\$95.00	
223	declining Birch clump		\$0	
224	Clump Birch	4" total	\$37.00	
225	Pine	2"	\$95.00	
68	Pine	11"	1,325.00	
226	Birch	2"	\$30.00	
227	Cedar	3"	\$260.00	
228	Triple Oak	4", 3", 2"	1,118.00	
229	5 clump Birch	3", 2", 1", 1", 1"	\$150.00	
230	Pine	4"	\$141.00	
231	Oak	3"	\$102.00	
232	Birch	2"	\$29.00	
233	Twin Birch	2", 3"	\$65.00	
234	Twin Birch	3", 2"	\$65.00	
235	Pine	2"	\$95.00	
236	Triple Birch	2", 2", 1"	\$65.00	
237	Oak	2"	\$95.00	
238	Birch	5"	\$65.00	
239	Birch	1"	\$65.00	
240	Twin Birch	3", 1/2"	\$37.00	
241	Birch	5"	\$65.00	
242	Birch	5"	\$65.00	

243 Pine	7.5"	\$634.00
244 Twin Birch	4", 3"	\$185.00
245 Birch	3"	\$29.00
246 Birch	2"	\$29.00
247 Birch	2"	\$29.00
248 Birch	4"	\$37.00
249 Birch	3"	\$29.00
250 Ash	6"	\$407.00
251 Triple Birch	2", 2", 2"	\$181.00
252 Oak	4"	\$120.00
253 Oak	7"	\$450.00
254 Oak	3.5"	\$139.00
255 Oak	2"	\$95.00
256 Twin Cherry	2", 2"	\$50.00
257 Cedar	2", 4"	\$212.00
258 Oak	1"	\$95.00
259 Oak	2"	\$95.00
260 Cherry	2"	\$101.00
261 Pine	2"	\$95.00
262 Oak	1"	\$95.00
263 Oak	2"	\$95.00
264 Pine (hazard)		\$0

265 Pine	6"	\$259.00	Wetlands/Buffer Zone
266 Twin Birch	3", 4"	\$185.00	
267 Oak	2"	\$95.00	
82 4 Clump Oak	9", 8", 11", 9"	\$6,702.00	
84 Oak	5.5"	\$342.00	
85 Oak	12"	\$925.00	
268 Oak	6"	\$407.00	
269 Cherry	6"	\$153.00	
88 Oak	23"	\$2,590.00	
89 Maple	14"	\$1,041.00	
270 Triple Maple	11", 6", 5"	\$2,430.00	
271 Twin Maple	8", 3"	\$754.00	
272 Maple	8"	\$347.00	
273 Twin Maple	5", 3"	\$347.00	
274 Maple	5"	\$163.00	
90 Twin Maple	10", 7"	\$1,340.00	
91 Maple	4"	\$120.00	
92 Maple	7"	\$273.00	
93 Maple	12"	\$640.00	
94 Maple	10"	\$431.00	
95 Maple	16"	\$1,275.00	
96 Maple	8"	\$347.00	
97 Maple	12"	\$734.00	
98 Maple	11"	\$624.00	
275 Maple	5"	\$163.00	

276 Twin Oak	5", 5"	\$431.00
277 Oak	10"	\$431.00
278 Maple	13"	\$857.00
279 Maple	13"	\$857.00
280 Ash	26"	\$2,570.00
281 Maple	11"	\$624.00
TOTAL		\$43,167.00

Hingham side

301 Pine	5"	\$163.00
302 Pine	4"	\$120.00
303 stump regeneration	near highway	\$0
304 Pine	6"	\$212.00
305 Birch clump	8" total	\$150.00
306 Pine	10"	\$431.00
307 Oak	5"	\$163.00
308 Oak	4"	\$120.00
309 Pine	8"	\$347.00
310 Oak	10"	\$431.00
311 oak	5"	\$163.00
312 oak	1"	\$95.00
313 n/a lost tag		
314 Maple	2"	\$95.00
315 Oak	2"	\$95.00
316 Triple Pine	2", 1", 1"	\$120.00
317 Cedar	1"	\$20.00
318 Pine	3"	\$95.00
319 Pine	2"	\$95.00
320 Pine	1"	\$95.00
321 Oak	3"	\$95.00
322 Oak	4"	\$120.00
323 Oak	3"	\$95.00
324 Pine	6"	\$212.00
325 Pine	1"	\$95.00
326 Oak	2"	\$95.00
327 Oak	4"	\$120.00
328 Oak	3"	\$95.00
329 Oak	3"	\$95.00
330 Oak	3"	\$95.00
331 Pine	11"	\$624.00
415 Pine	4"	\$120.00
416 Pine	3"	\$95.00
332 Cedar	3"	\$48.00
333 Oak	6"	\$212.00
334 Twin Maple	2", 3"	\$163.00
335 Maple	6"	\$212.00

336 Maple	4"	\$120.00
337 Pine	2"	\$95.00
338 Maple	3"	\$95.00
339 Birch	3"	\$29.00
340 4 Clump Birch	3", 3", 3", 2"	\$271.00
413 Maple	4"	\$120.00
414 Maple	6"	\$212.00
341 Triple Maple	3", 4", 5"	\$734.00
342 Oak	3"	\$95.00
343 Oak	1"	\$95.00
412 Twin Birch	8", 6"	\$365.00
344 Ash	6"	\$165.00
345 Pine	5"	\$163.00
346 Pine	5"	\$163.00
347 Pine	5"	\$163.00
348 Ash	4"	\$120.00
349 Ash	3"	\$95.00
350 Ash	2"	\$95.00
351 Pine	4"	\$120.00
352 Pine	8"	\$347.00
353 Pine	3"	\$95.00
354 Pine	8"	\$347.00
355 Pine	6"	\$212.00
356 Pine	11"	\$624.00
357 Birch	4"	\$37.00
358 Pine	8"	\$347.00
359 Pine	3"	\$95.00
360 Pine	5"	\$163.00
361 Pine	8"	\$347.00
362 Birch	3"	\$29.00
363 Pine	4"	\$120.00
364 Birch	4"	\$37.00
365 Pine	8"	\$347.00
366 Pine	4"	\$120.00
367 Pine	7"	\$273.00
368 Birch	3"	\$29.00
369 Pine	7"	\$273.00
370 Birch	4"	\$37.00
371 Pine	3"	\$95.00
372 Pine	3"	\$95.00
373 Pine	3"	\$95.00
374 Pine	5"	\$163.00
375 Pine	4"	\$120.00
376 Pine	4"	\$120.00
377 Pine	3"	\$95.00
378 Pine	3"	\$95.00
379 Birch	6"	\$88.00

380 Twin Pine	4" , 5.5"	\$1,118.00
381 Pine	5"	\$163.00
382 Pine	6"	\$212.00
383 Twin Maple	7" , 2"	\$433.00
384 Twin Oak	5" , 3"	\$347.00
Total Trees	TOTAL	\$16,034.00
	179	
Grand Total		\$59,201.00

Trees requiring Con Com approval

SOUTH RIVER ENVIRONMENTAL

61 Meetinghouse Lane, Marshfield, MA 02050 Phone: 978-697-0854

February 2, 2021

Weymouth Conservation Commission
75 Middle Street
Weymouth, MA 02190

Subject: Notice of Intent – DEP File No. SE081-1265
Metrovision, LLC
Mitigation Plan
609 & 611 Pleasant Street

Dear Commissioners:

On behalf of Metrovision, LLC (the applicant), South River Environmental is providing a mitigation plan to compensate for the decrease in functional value of a bordering vegetated wetland and associated 100-foot buffer zone associated with vegetation management activities. The activities approved under the Notice of Intent includes the cutting and removal of vegetation to allow for continued visibility of an existing billboard that will be lowered by approximately 20 to 25 feet in response to concerns raised by residents to the west of State Route 3. The approval of the project by the Weymouth Conservation Commission (Commission) included a condition to submit a mitigation plan for review and approval by the Commission prior to the commencement of vegetation management activities. The following provides the applicant's proposed mitigation plan.

The primary interest of the Wetlands Protection Act and Weymouth Wetlands Bylaw that will be affected by the proposed vegetation management is wildlife habitat. The hydrological functions of the systems will be maintained as there is no work proposed that will impact the existing surface or subsurface conditions. The habitat modification associated with the project will be due to the change in the forest canopy and the density of woody vegetation present within the wetland. Habitat significance will be compensated by the supplemental planting of predominantly woody species that provide basic habitat requirements such as food and cover. Overall, the proposed mitigation will allow the BVW to maintain its current function in a manner that protects the interests of the Act and the Bylaw.

Design Constraints: There are no known significant design constraints that are anticipated to adversely affect the ability to implement the proposed mitigation plan. While there are rock outcrops present adjacent to the wetland, bedrock depths are anticipated to be well below the grade required to install the plantings.

Oversight: A wetland scientist, arborist or other qualified professional shall monitor the mitigation activities to ensure compliance with this plan and to make adjustments when appropriate to meet the plan objectives. To ensure that larger diameter stems function to provide wildlife habitat subsequent to the vegetation management activities, all stems with a diameter at breast height of 8 inches or more will remain a minimum of 20 feet in height to allow for sprouting and/or development of cavities.

Timing: The approved vegetation management activities will likely occur prior to April 15, 2021 contingent upon receipt of all required approvals / clearances. The proposed mitigation activities shall be initiated immediately subsequent to the completion of the vegetation management activities within areas subject to jurisdiction of the Conservation Commission and completed prior May 15, 2021. Should the vegetation management be completed prior to the start of the 2021 growing season, the mitigation plantings shall not commence until the risk of sub-freezing temperatures has passed.

Planting Plan

A variety of plantings and herbaceous species are proposed to improve wildlife habitat within the wetland / buffer zone and to ensure the presence of a diverse native plant community. If at the time of final grading soil temperature and site conditions are not appropriate for transplantation and seed germination, the replacement area will be stabilized with 2 to 4 inches of straw mulch and subsequently planted at an appropriate time. Plantings will be accomplished through the use of plant stocks chosen for their compatibility with the local environment as well as the various hydrologic regimes within the wetland and buffer zone. Commercially available plants and seeds will be utilized to accomplish this goal. The planting plan has been designed to provide a variety of native plant species to promote species richness, enhance wildlife habitat, and improve the aesthetics of the on-site wetland system.

The table at the end of this section provides the composition of the proposed wetland seed mix that is to be applied within BVW. Only plant materials native and indigenous to the region will be used. Species not specified in the replacement plan will not be used without written approval from the Conservation Commission. No cultivars of native species such as *Acer rubrum* shall be used. The following notes further clarify the proposed planting program:

1. A wetland seed mix will be hand broadcast, mechanically broadcast or hydro-seeded at appropriate rates throughout appropriate areas of the wetland replacement area to create an herbaceous groundcover layer. A New England Erosion Control / Restoration for Dry Sites seed mix will be distributed along the upland peripheries of the replacement area, where the slopes grade into the natural surroundings. Acceptable wetland seed mixes include New England Wet Mix (New England Wetland Plants, Amherst, MA), whose components are listed in the attached table. Comparable alternative sources may be approved by the wetland scientist.
2. In addition to the seed mixes referenced above, woody plantings are proposed in the wetland and throughout the upland buffer zone bordering the limits of the vegetation management. If necessary, mulch will be used around woody plantings in an 18" diameter circle approximately 2" deep. These plantings are shown on the attached table. Final placement of the plantings will be determined in the field by the wetland scientist / arborist.
3. The applicant will be required to maintain adequate moisture in the wetland replacement area for the first two growing seasons following planting to support the plantings (or until >75% survival is achieved).

To ensure the success of the proposed replacement plan, a wetland scientist, arborist or other qualified professional will make certain that the necessary planting conditions are present and that the benefits of the proposed plan are maximized. During planting, a qualified professional may relocate the plantings as necessary to ensure proper growing conditions and maximize wildlife habitat benefit. The plantings will be relocated to locations with suitable hydrology and soils and where appropriate structural context with other planting cells can be maintained.

COMMON PLANT SPECIES IN PROPOSED WETLAND SEED MIX

Seed Mix	Common Name	Scientific name
New England Wet Mix from New England Wetland Plants, Inc.	Fox Sedge	<i>Carex vulpinoidea</i>
	Hop Sedge	<i>Carex lupulina</i>
	Water Plantain	<i>Alisma plantagoaquatica</i>
	Nodding Bur-marigold	<i>Bidens cerua</i>
	Lurid Sedge	<i>Carex lurida</i>
	Soft Rush	<i>Juncus effusus</i>
	Grass-leaved Goldenrod	<i>Solidago graminifolia</i>
	Beared Sedge	<i>Carex comosa</i>
	Fringed Sedge	<i>Carex crinita</i>
	Boneset	<i>Eupatorium perfoliatum</i>
	Flat-top Aster	<i>Aster umbellatus</i>
	Hardstem Bulrush	<i>Scirpus acutus</i>
	Green Bulrush	<i>Scirpus atrovirens</i>
	Woolgrass	<i>Scirpus cyperinus</i>
	Spotted Joe-pye Weed	<i>Eupatorium maculatum</i>
	Blue Vervain	<i>Verbana hastata</i>
	Ditch Stonecrop	<i>Penthorum sedoides</i>

WETLAND ENHANCEMENT - PLANT SPECIES LIST

SPECIES	SIZE	CONDITION	NOTES	QUANT.
Shrub Species				
SWEET PEPPERBUSH (CLETHRA ALNIFOLA)	2 Gallon	CONTAINER	SHRUB	15
PUSSY WILLOW (SALIX DISCOLOR)	2-3' Height	CONTAINER	SHRUB	10
SILKY DOGWOOD (CORNUS AMOMUM)	2-3' Height	CONTAINER	SHRUB	15
SPECKLED ALDER (ALNUS RUGOSA)	2-3' Height	CONTAINER	SHRUB	10
Subtotal				50
Tree Species				
RED MAPLE (ACER RUBRUM)	4' – 6' Height	5-GALLON CONTAINER	TREE	10
GRAY BIRCH (BETULA POPULIFOLIA)	4' – 6' Height	5-GALLON CONTAINER	TREE	5
Subtotal				15
TOTAL				65

COMMON PLANT SPECIES IN PROPOSED CONSERVATION / WILDLIFE SEED MIX

Seed Mix	Common Name	Scientific name
New England Conservation / Wildlife Seed Mix from New England Wetland Plants, Inc.	Big Bluestem	<i>Andropogon gerardii</i>
	Common Milkweed	<i>Asclepias syriaca</i>
	New England Aster	<i>Aster novae-angliae</i>
	Partridge Pea	<i>Chamaecrista fasciculata</i> (Cassia f.)
	Showy Tick Trefoil	<i>Desmodium canadense</i>
	Virginia Wild Rye	<i>Elymus virginicus</i>
	Grass Leaved Goldenrod	<i>Euthamia graminifolia</i> (Solidago g.)
	Switch Grass	<i>Panicum virgatum</i>
	Tall/Green Headed Coneflower	<i>Rudbeckia laciniata</i>
	Little Bluestem	<i>Schizachyrium scoparium</i>
	Early Goldenrod	<i>Solidago juncea</i>
	Indian Grass	<i>Sorghastrum nutans</i>

- Application Rate: 25 lbs per acre in disturbed areas to be permanently restored and protected subsequent to site development

TABLE 2
BUFFER ZONE ENHANCEMENT - PLANT SPECIES LIST

<u>SPECIES</u> COMMON NAME (SCIENTIFIC NAME)	PLANT TYPE	SIZE	CONDITION	QUANTITY^a
Quaking Aspen (<i>Populus tremuloides</i>)	Tree	4' – 6'	Ball / Burlap	5
White Pine (<i>Pinus strobus</i>)	Tree	4' – 6'	Ball / Burlap	5
Sweet Pepperbush (<i>Clethra alnifolia</i>)	Shrub	18" – 24"	Container	20
Lowbush Blueberry (<i>Vaccinium angustifolium</i>)	Shrub	18" – 24"	Container	20
Highbush Blueberry (<i>Vaccinium corymbosum</i>)	Shrub	18" – 24"	Container	20
TOTAL				70

a – Quantities based on spacing of one plant per 50 square feet

Coarse Woody Debris and Other Features

If necessary, a supply of dead and dying woody debris shall be placed within the wetland / buffer zone to cover at least 5% of the ground. There is currently a significant amount of cut vegetation from the normal maintenance of vegetation along State Route 3 as conducted by the MA Department of Transportation. These materials shall not include any invasive species. The on-site wetland scientist will direct the contractor to distribute appropriate parts of this woody material (e.g., treetops and selected tree boles) and rocks throughout the replacement area.

Erosion Controls

Implementation of erosion control measures will be initiated in compliance with the Order of Conditions and at the direction of the consulting wetland scientist / arborist. The anticipated ground disturbance associated with the vegetation management activities and mitigation activities are anticipated to be minimal. Extra erosion control materials will be kept on-site to be used for any maintenance of the installed erosion control barriers. These devices will be disassembled and properly disposed of upon receipt of a Certificate of Compliance or other written approval by the Conservation Commission. Sediment collected by these devices will be removed and placed within an upland area in a manner that prevents its erosion and transport to a waterway or wetland.

Invasive Species Management

The buffer zone along the western edge of Pleasant Street has a population of *Phragmites* (*Phragmites australis*) present. As part of the mitigation effort, the plants will be excavated out and disposed of at a landfill or similar facility not located within an area subject to the Conservation Commission's jurisdiction. Clean topsoil will be imported and hydroseeded with the Conservation Mix to establish herbaceous cover. The area will also be densely planted with shrubs in an attempt to minimize the potential for recolonization.

In addition, the interior of the wetland and buffer contain additional stems of invasive / opportunistic species such as glossy buckthorn (*Rhamnus frangula*) and multiflora rose (*Rosa multiflora*). During the vegetation management activity, the consulting wetland scientist or arborist will mark invasive plants which will then be removed by hand. Root systems will be removed to the extent possible so long as removal would not result in significant ground disturbance.

A qualified wetland scientist or other qualified individual will inspect the mitigation area for invasive species for the first two growing seasons. If significant populations of invasive species are found, the necessary control measures will be developed and implemented in accordance with approval from the Conservation Commission. Regardless, an effective treatment plan will be tailored to address problems identified during the inspections and implemented.

Monitoring Plan

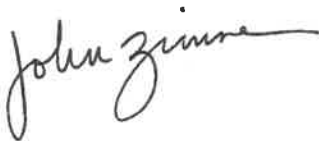
Within 60 Days of completion of the mitigation work, the proponent will submit a signed letter to the Conservation Commission specifying the date of completion of the mitigation. The proponent will monitor the plantings for a period of two growing seasons to ensure a minimum of 75% survival of the plants. Observations will occur at the middle to end of the growing season to allow for replacement of plants if necessary. Each annual monitoring report shall be submitted to the Conservation Commission no later than December 15 of the year being monitored.

The following Items shall be addressed in the monitoring report:

- Highlighted summary of problems which need immediate attention (e.g., problem with hydrology, severe invasive species problem, serious erosion, major losses from herbivory, etc.). This should be at the beginning of the report.
- Describe the monitoring inspections that occurred since the last report.
- Concisely describe remedial actions done during the monitoring year to meet the success standards – actions such as removing debris, replanting, controlling invasive plant species (with biological, herbicidal, or mechanical methods), applying additional topsoil or soil amendments, etc. Also describe any other remedial actions done at each site.
- Report the status of all erosion control measures. Are they in place and functioning? If temporary measures are no longer needed, have they been removed?
- By species planted, describe the general health and vigor of the surviving plants, the prognosis for their future survival and a diagnosis of the cause(s) of morbidity or mortality.

On behalf of Metrovision, LLC, South River Environmental respectfully requests review and approval of this mitigation plan by the Commission. Should you have any questions regarding this mitigation plan or would like to conduct a secondary field review of the property prior to its implementation, please do not hesitate to contact me at (978) 697-0854. Thank you in advance for your consideration.

Sincerely,
South River Environmental



John Zimmer
Wetland Scientist

Cc: Metrovision LLC

ORDER OF CONDITIONS (OOC)

Now that the Weymouth Conservation Commission has issued an Order of Conditions for your proposed work in or near a wetland, the following steps must be taken before any work begins.

- 1) No work may begin until 10 working days after this Order of Conditions is issued.
- 2) Before work can begin, **this Order of Conditions must be recorded at the Norfolk County Registry of Deeds. The recording information must then be submitted to the Conservation Commission.** Without this no work can begin, nor can a Certificate of Compliance under any circumstances be issued.
- 3) A sign, approximately 18" X 24", displaying the exact wording of General Condition #10 must be erected in a visible location at the site while the work is going on. This will inform interested parties that your project is being done with the approval of the Conservation Commission and the Department of Environmental Protection (DEP).
- 4) *All erosion controls approved by the Commission must be installed as per approved plan and inspected by the Conservation Administrator at the pre-construction meeting before any other work is started. Check OOC for additional pre-construction requirements.*
- 5) **This Order of Conditions is valid for three years from the date of issue.** If additional time is needed, you must request, in writing to the Commission and at least 30 days before the expiration date, an Extension of your Order of Conditions. If the Order of Conditions expires without an approved Extension before completion of the project, you will be required to re-file a new Notice of Intent.

CERTIFICATE OF COMPLIANCE

When the entire project is completed, including landscaping, you must submit a *Request for Certificate of Compliance* (WPA Form 8A) to the Commission. If the project had plans prepared by an Engineer or Surveyor, you must have an Engineer or Land Surveyor inspect the property. The Engineer or Land Surveyor must then submit a letter to the Commission verifying that the work has been completed in accordance with the plans and Order of Conditions, and noting any deviations. Failure to obtain a Certificate of Compliance will lead to delays if the property is sold or used as collateral. "As-built" plans must be provided if so required by the Order of Conditions.

ITEMS NECESSARY BEFORE A CERTIFICATE OF COMPLIANCE CAN BE ISSUED

- 1) The Order of Conditions has to have been recorded at the Registry of Deeds
- 2) Receipt of a *Request for Certificate of Compliance* (WPA Form 8A)
- 3) "As-Built Plans"
- 4) Certification letter from Engineer or Surveyor
- 5) Check for \$50.00 payable to the Town of Weymouth
- 6) Check Order of Conditions for additional requirements



**Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands**

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
81-1265

MassDEP File #

eDEP Transaction #

Weymouth

City/Town

A. General Information (cont.)

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):
[Note: recording into for 611 Pleasant St] 114312
Norfolk b. Certificate Number (if registered land)
- c. Book d. Page
7. Dates: 01/08/2021 01/26/2021 02/16/2021
a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance
8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):
Wetland Location Plan. Existing Conditions, EX-1
- a. Plan Title
McKenzie Engineering Group Richard J. Hood P.L.S.
b. Prepared By c. Signed and Stamped by
01/07/2021 1"=40'
d. Final Revision Date e. Scale
See attached list (1 page)
f. Additional Plan or Document Title g. Date

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:

- a. ☐ Public Water Supply b. ☐ Land Containing Shellfish c. ☒ Prevention of Pollution
d. ☐ Private Water Supply e. ☐ Fisheries f. ☒ Protection of Wildlife Habitat
g. ☒ Groundwater Supply h. ☐ Storm Damage Prevention i. ☐ Flood Control

2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

Approved subject to:

- a. ☒ the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.

APPLICANT: Peter McClary, Metrovision, LLC
LOCATION: Mass. Dept. of Transportation Route 3 Corridor, Opposite 609 and 611 Pleasant St.,
Weymouth
DEP FILE #: 81-1265

Final Approved Plans and Other Documents

1. Wetland Location Plan, 611 Pleasant Street. Existing Conditions, EX-1. Prepared by McKenzie Engineering Group for Metrovision, LLC. Dated January 7, 2021. Signed and stamped by Richard J. Hood, PLS.
2. Notice of Intent, Vegetation Management, Mass Department of Transportation Route 3 Corridor Opposite 609 and 611 Pleasant Street, Weymouth, MA. Filed under the Mass. Wetlands Protection Act and Weymouth Wetlands Protection Bylaw. Prepared by South River Environmental for Metrovision, LLC. Dated January 2021.
3. Excel Spreadsheet titled "Tree Inventory for Weymouth Sign Lowering 12-20." Lists species, DBH and appraised value of trees proposed for removal. Provided by Peter McClary, applicant, via email 1/21/20201.
4. Draft Mitigation Plan. Letter report from John Zimmer, South River Environmental, to Weymouth Conservation Commission. Dated February 2, 2021. *(Note that this is a draft plan that requires revision and final approval prior to the start of work.)*



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

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B. Findings (cont.)

Denied because:

- b. ☐ the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. ☐ the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**
3. ☐ Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a) a. linear feet

Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	<u> </u> a. linear feet	<u> </u> b. linear feet	<u> </u> c. linear feet	<u> </u> d. linear feet
5. <input checked="" type="checkbox"/> Bordering Vegetated Wetland	<u>50</u> a. square feet	<u>50</u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
	<u> </u> e. c/y dredged	<u> </u> f. c/y dredged		
7. <input type="checkbox"/> Bordering Land Subject to Flooding	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
Cubic Feet Flood Storage	<u> </u> e. cubic feet	<u> </u> f. cubic feet	<u> </u> g. cubic feet	<u> </u> h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	<u> </u> a. square feet	<u> </u> b. square feet		
Cubic Feet Flood Storage	<u> </u> c. cubic feet	<u> </u> d. cubic feet	<u> </u> e. cubic feet	<u> </u> f. cubic feet
9. <input type="checkbox"/> Riverfront Area	<u> </u> a. total sq. feet	<u> </u> b. total sq. feet		
Sq ft within 100 ft	<u> </u> c. square feet	<u> </u> d. square feet	<u> </u> e. square feet	<u> </u> f. square feet
Sq ft between 100-200 ft	<u> </u> g. square feet	<u> </u> h. square feet	<u> </u> i. square feet	<u> </u> j. square feet



**Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands**

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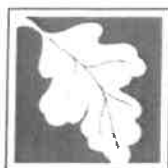
Weymouth

City/Town

B. Findings (cont.)

Coastal Resource Area Impacts: Check all that apply below. (For Approvals Only)

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	a. square feet	b. square feet	c. nourishment ^{cu yd}	d. nourishment ^{cu yd}
14. <input type="checkbox"/> Coastal Dunes	a. square feet	b. square feet	c. nourishment ^{cu yd}	d. nourishment ^{cu yd}
15. <input type="checkbox"/> Coastal Banks	a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	a. square feet	b. square feet		
17. <input type="checkbox"/> Salt Marshes	a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	a. c/y dredged	b. c/y dredged		
21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	a. square feet	b. square feet		
22. <input type="checkbox"/> Riverfront Area	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet



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B. Findings (cont.)

* #23. If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c (BVW) or B.17.c (Salt Marsh) above, please enter the additional amount here.

23. ☐ Restoration/Enhancement *

a. square feet of BVW

b. square feet of salt marsh

24. ☐ Stream Crossing(s):

a. number of new stream crossings

b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. The work is a maintenance dredging project as provided for in the Act; or
 - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
 - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on _____ unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.



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C. General Conditions Under Massachusetts Wetlands Protection Act

8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

"Massachusetts Department of Environmental Protection" [or, "MassDEP"]
"File Number 81-1265 "
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.
19. The work associated with this Order (the "Project")
 - (1) ☐ is subject to the Massachusetts Stormwater Standards
 - (2) ☒ is NOT subject to the Massachusetts Stormwater Standards

If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:

- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
 - i. all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
 - ii. as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
 - iii. any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;

v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.

c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following:

i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and

ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.

d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.

e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.

f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- g) The responsible party shall:
 - 1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
 - 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
 - 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

Special Conditions #22 - 46

- 20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.



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D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? ☒ Yes ☐ No
2. The Weymouth hereby finds (check one that applies):
Conservation Commission
 - a. ☐ that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:

1. Municipal Ordinance or Bylaw	2. Citation
---------------------------------	-------------

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.
 - b. ☒ that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:
Town of Weymouth Code of Ordinances Chapter 7, Section 301

1. Municipal Ordinance or Bylaw	2. Citation
---------------------------------	-------------
3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.
The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):

Condition #s 21 - 46

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LOCATION: Mass. Dept. of Transportation Route 3 Corridor, Opposite 609 and 611 Pleasant St.,
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Town of Weymouth Special Conditions

General Conditions

21. The Commission's actions on this project are taken under the Weymouth Code of Ordinances Chapter 7, subject to compliance with the conditions and limitations imposed herein, and any work authorized hereafter shall be completed within three (3) years from the date of issuance of this Order. This Order may be extended by the Weymouth Conservation Commission in accordance with Weymouth Code of Ordinances, Chapter 7, Section 301(k). A request for extension shall be made, in writing, not less than thirty (30) days before the expiration of this Order. An appeal of an Order issued under Weymouth Code of Ordinances Chapter 7, Section 301 may be taken in Superior Court.
22. No work may begin until the Commission has received certification from the Registry of Deeds or the Land Court or both, as appropriate, that this Order has been recorded in the line of title for the property on which the billboard is located (611 Pleasant Street, Assessor's Reference 39-476-8).
23. A copy of this Order shall be kept on the work site at all times during construction. The applicant is responsible for providing a copy to all contractors and subcontractors, informing them of its requirements, and assuring that they comply with those requirements.
24. These Conditions are intended solely as a permit to perform work within areas of the Commission's jurisdiction, and nothing contained herein shall be construed as pre-empting or precluding any other bylaw, ordinance or local regulation.
25. Members and agents of the Commission have the right to enter and inspect the property, as per M.G.L. Ch. 131, §40, and Weymouth Town Code of Ordinances, Chapter 7, in order to evaluate and enforce compliance with this Order. The applicant shall submit data or information that the Commission deems necessary for that evaluation.
26. This Order shall apply to all successors in interest, successors in control, and successors in title. **This Condition shall remain in perpetuity and shall not expire with the issuance of the Certificate of Compliance.**
27. Before making any change in the project as designed and specified in the plans listed above or as specified in this Order, the applicant shall inquire of the Commission, in writing, whether the change is so substantial as to require the filing of a new Notice, may be permitted as an amendment to this Order, or may be carried out under these Conditions as issued.

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28. The Commission reserves the right to impose additional conditions or require the submission of additional information as necessary to protect the interests of the State and Local Wetland Protection Act.

Pre-Work Conditions

29. All required local, state and federal permits shall be obtained before construction begins.
30. Prior to the proposed tree cutting, a final mitigation plan shall have been approved by the Weymouth Conservation Commission (via administrative approval from the Conservation Administrator) and by the Mass. Department of Transportation (MassDOT), the property owner. As of the date of issuance of this Order of Conditions, the Conservation Commission has received and provided comments on a draft mitigation plan (dated 2/2/2021); a draft plan has not yet been reviewed by the MassDOT. The applicant shall provide the Conservation Commission/Administrator with a revised plan for review, addressing Conservation comments as well as comments from the MassDOT. Following comment on the revised draft plan, a final plan shall be submitted to Conservation and MassDOT for approval.
31. Unless the following contradicts comments from the MassDOT, the mitigation plan shall contain the following elements:
- a. Measures to protect wetlands during tree cutting operation;
 - b. Protocol for determining the height at which trees shall be cut to promote development of cavities for wildlife or to promote suckering for continued growth.
 - c. A planting plan that includes:
 - i. Details on proposed tree and shrub plantings in the wetland and the wetland buffer zone. Proposed species shall be native species, selected for value as wildlife habitat and/or streambank stabilization, etc. Plan shall include the number and size of plantings of each species.
 - ii. Seed mix to be used in wetland and buffer zone.
 - iii. Provisions for ensuring plants are sufficiently watered after establishment and during the monitoring period.
 - iv. Plan for monitoring the planting area over at least two growing seasons.

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- d. Protocol for management of invasive plant species.
 - e. Hand-removal of sand deposits in the stream (presumably from the upgradient quarry operation on whose property the subject billboard is located). Hand-removal of sand deposits shall be conducted under the direction of the wetland scientist and the Weymouth Conservation Administrator.
32. Prior to the start of work, the Applicant or Contractor shall provide the Commission with the name, business phone number, email address, and mailing address of the person responsible for ensuring on-site compliance with this Order, and his or her alternate. This person shall be the Environmental Monitor for the site and shall be given the authority to stop construction for erosion control or other environmental purposes.
33. Prior to the tree-cutting work, all trees proposed for cutting shall be marked with colored survey flagging. After flagging of the trees, and prior to any other work, **the licensed arborist shall meet on the site with the Conservation Administrator** to review the work and the Order of Conditions issued for this project.
34. Wetland flagging shall remain in place until the project has been completed and the Certificate of Compliance issued.
35. The Conservation Commission shall be notified 48 hours prior to the start of planned tree cutting active work at the site.

Tree-Cutting Conditions

36. Tree-cutting work shall be conducted in accordance with the final, approved mitigation plan and shall be conducted and/or overseen by a licensed arborist. Trees shall be cut at heights as directed by the mitigation plan and the licensed arborist.
37. The following measures shall be taken to protect the wetlands and buffer zone during the work (unless alternative measures have been accepted via the final, approved plan):
- a. All vehicles/heavy equipment shall be staged on paved areas on Pleasant Street.
 - b. Servicing of equipment (including, but not limited to, fueling, changing, adding or applying lubricants or hydraulic fluids) shall be done in excess of one hundred (100) feet distance from the delineated resource areas as shown on the plans referenced herein. Such equipment must be maintained to prevent leakage or discharge of pollutants. A spill kit shall

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be kept on site for response to accidental spills or leakage. Overnight storage of equipment must be a minimum of one hundred (100) feet from such delineated resource areas.

- c. Cuttings shall be removed from the wetland or buffer zone unless expressly approved to be left in the area for wildlife habitat, with the approval of the wetland scientist and the Conservation Administrator.
 - d. Measures shall be taken to ensure that areas disturbed by the work do not cause erosion and sedimentation into wetland resource areas. Areas of disturbance shall be dressed with straw or as otherwise directed by the wetland scientist or project arborist to prevent erosion and sedimentation. An adequate stockpile of erosion control materials anticipated for use shall be kept on site during the course of the work.
38. Only those trees that have been identified in the cutting plan and that have been flagged and tagged appropriately shall be cut. Specifically, as per the information submitted to the Conservation Commission and as agreed to at the public hearing:
- a. The list submitted and approved includes 31 trees proposed for cutting, located within the wetland or 100-foot wetland buffer zones. No additional trees shall be cut for this project unless specifically authorized by the Conservation Commission. (This does not include the minor removal of invasive plant species as per the approved mitigation plan.)
 - b. The four large mature pine trees (diameters between about 26 to 34 inches) that are located between wetland flags #18 and #20 are not on the list of proposed trees to be cut. These trees shall not be cut for the proposed project.
39. The Conservation Commission prefers that the cutting be done outside the bird nesting season if possible. Active nests encountered during the cutting shall be handled in accordance with the federal Migratory Bird Treaty Act, which prevents destruction of nests of most birds.
40. This Order approves a one-time cutting of the trees identified. It does not authorize future tree-cutting or pruning to maintain vistas.
41. If unforeseen problems occur during construction which may affect the statutory interest of the Wetlands Protection Act or the Town of Weymouth's Wetlands Protection Ordinance, upon discovery by either the Conservation Commission, its agent, or the applicant, the Commission shall immediately be notified, and an immediate meeting shall be held between the Commission or its agent, the applicant, and other concerned parties to determine the correct measures to be employed. The applicant shall then act to correct the problems

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using the corrective measures agreed upon. Subsequent to resolution, the activity, resulting actions and timeframes shall be documented in writing.

Wetland and Buffer Zone Planting/Restoration Conditions

42. Wetland and buffer zone planting shall be conducted in accordance with the final, approved mitigation plan. **The wetland scientist shall meet on site with the Conservation Administrator prior to the start of planting.**
43. The removal, by hand, of sediments in the wetland shall occur under the direction of the wetland scientist, in consultation with the Conservation Administrator.
44. As discussed at the public hearing, the owner of the property on which the subject billboard is located has agreed to take measures to reduce sediment loads entering the subject wetland from the quarry operation. The owner will coordinate with their engineers and report back to the Conservation Commission on proposed improvements. It is expected that improvements will be made prior to the issuance of a Final Certificate of Compliance for this project. Such improvements shall be located on the owner's property, and not within the MassDOT highway layout.

Post-Work Conditions

45. Following planting, monitoring and maintenance of the planting area shall occur over at least two growing seasons as documented in the final, approved mitigation plan. The wetlands professional shall submit monitoring reports to the Conservation Commission in accordance with the final, approved mitigation plan. Monitoring and maintenance of the planting area shall continue until performance goals are met.
46. The applicant shall request a Final Certificate of Compliance upon completion of the monitoring period, as long as performance goals have been met and all required monitoring reports have been submitted. The applicant may request a Partial Certificate of Compliance upon completion of the planting and hand-removal of sediments and submittal of an initial monitoring report.

All Conditions in the Order must be complied with, and the restoration area shall have met restoration objectives, prior to the issuance of a Final Certificate. The request shall be accompanied by the required monitoring reports (if not previously submitted) and the appropriate local filing fee. Given that the project does not entail any construction or alteration of land, the applicant is not required to submit a certification from a Professional Land Surveyor as part of the Certificate of Compliance request.



**Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands**

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
81-1265

MassDEP File #

eDEP Transaction #

Weymouth

City/Town

E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

02/16/2021
1. Date of Issuance

Please indicate the number of members who will sign this form.

This Order must be signed by a majority of the Conservation Commission.

4
2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Thomas Tanner

Printed Name

John Reilly

Printed Name

Scott Dowd

Printed Name

George Loring

Printed Name

Frank Singleton

Printed Name

Printed Name

Printed Name

Printed Name

☐ by hand delivery on

☒ by certified mail, return receipt requested, on

Date

02/16/2021

Date



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

81-1265

MassDEP File #

eDEP Transaction #

Weymouth

City/Town

F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

81-1265

MassDEP File #

eDEP Transaction #

Weymouth

City/Town

G. Recording Information

Prior to commencement of work, this Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

Conservation Commission

Please be advised that the Order of Conditions for the Project at:

Project Location

MassDEP File Number

Has been recorded at the Registry of Deeds of:

County

Book

Page

for:

Property Owner

and has been noted in the chain of title of the affected property in:

Book

Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant



**Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands**

DEP File Number:

**Request for Departmental Action Fee
Transmittal Form**

Provided by DEP

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. Request Information

1. Location of Project

a. Street Address

b. City/Town, Zip

c. Check number

d. Fee amount

2. Person or party making request (if appropriate, name the citizen group's representative):

Name

Mailing Address

City/Town

State

Zip Code

Phone Number

Fax Number (if applicable)

3. Applicant (as shown on Determination of Applicability (Form 2), Order of Resource Area Delineation (Form 4B), Order of Conditions (Form 5), Restoration Order of Conditions (Form 5A), or Notice of Non-Significance (Form 6)):

Name

Mailing Address

City/Town

State

Zip Code

Phone Number

Fax Number (if applicable)

4. DEP File Number:

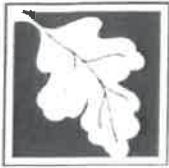
Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



B. Instructions

1. When the Departmental action request is for (check one):

- ☐ Superseding Order of Conditions – Fee: \$120.00 (single family house projects) or \$245 (all other projects)
- ☐ Superseding Determination of Applicability – Fee: \$120
- ☐ Superseding Order of Resource Area Delineation – Fee: \$120



**Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands**

DEP File Number:

**Request for Departmental Action Fee
Transmittal Form**

Provided by DEP

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Instructions (cont.)

Send this form and check or money order, payable to the *Commonwealth of Massachusetts*, to:

Department of Environmental Protection
Box 4062
Boston, MA 02211

2. On a separate sheet attached to this form, state clearly and concisely the objections to the Determination or Order which is being appealed. To the extent that the Determination or Order is based on a municipal bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.
3. Send a **copy** of this form and a **copy** of the check or money order with the Request for a Superseding Determination or Order by certified mail or hand delivery to the appropriate DEP Regional Office (see <https://www.mass.gov/service-details/massdep-regional-offices-by-community>).
4. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

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

THIS AGREEMENT ("Agreement"), dated as of 27 July, 2018 (the "Effective Date"), is entered into between the **TOWN OF WEYMOUTH**, ("Weymouth"), a municipal corporation with an office at Town Hall, 75 Middle Street, Weymouth, Massachusetts, **BATES BROTHERS SEAM FACE GRANITE Co., Inc. and LORUSSO-BRISTOL STONE Corp.** (the "**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. Each entity shall be a "Party" to this Agreement and may be termed "Parties" when referenced jointly hereunder. Use of the term Weymouth, Electronic Billboard Landlords, Cove, Party or Parties shall include all successors and assigns.

1. BACKGROUND

WHEREAS, Weymouth's Town Council adopted an amendment to Section 120-64.7.1 of the Town of Weymouth Zoning By-Laws establishing a "Billboard Relocation Overlay District" to "provide for the removal and relocation of pre-existing, legally established billboards to new locations while achieving an overall reduction in the number of billboards throughout the Town."

WHEREAS, Cove applied for permits from the state to erect two digital billboards with digital advertising faces (the "Electronic Billboards")

WHEREAS, there are several static billboards located along Route 3A in Weymouth that are still in use, but whose leases are expiring in the future and that the Town would like to see removed (the "Static Billboards")

WHEREAS, Cove has negotiated agreements with four landlords that currently have Static Billboards on their land (the "Static Landlords") to remove the four static billboards at the earliest possible date under their current leases.

WHEREAS, the Static Landlords are willing to remove the Static Billboards in exchange for compensation that replaces the existing rents they receive for the Static Billboards.

WHEREAS, Cove has also negotiated land leases with two landlords, the "Electronic Billboard Landlords", to allow Cove to site Electronic Billboards at locations situated within the Billboard Relocation Overlay District, (the "Electronic Billboard Leases").

WHEREAS, the Electronic Billboard Landlords own property at 611 and 613 Pleasant Street Weymouth, Massachusetts 02189, where the Electronic Billboards will be located.

WHEREAS, the Electronic Billboard Landlords have agreed to share some of the land lease rent payments with Weymouth as quarterly grant payments to Weymouth.

WHEREAS, Cove has also agreed to pay Weymouth a one-time payment of fifty percent (50%) of the adjusted gross revenue received from the sale of the southern-facing Electronic Billboard at 611 and 613 Pleasant Street Weymouth, Massachusetts 02189.

WHEREAS, the Electronic Billboards will be operated in accordance with Massachusetts Department of Transportation amended regulations 700 CMR 3.00 *et seq.*, which allow digital faces to be utilized in the Commonwealth of Massachusetts.

WHEREAS, Section 53A of Chapter 44 of the General Laws of the Commonwealth of Massachusetts provides that the Mayor of any city may accept grants of funds from a private corporation.

WHEREAS, in consideration of the ability to operate two digital Billboards in the Town, Cove Outdoor wishes to grant certain funds to the Town to be used as it deems prudent and in accordance with applicable laws, rules and regulations, and other terms set forth herein (the "Grants").

WHEREAS, the Parties intend to share gross revenue equally three ways: one third to the Electronic Billboard Landlords, one third to Weymouth and one third to Cove in the manner laid out below.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises made herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

2. ALLOWANCE OF CONSTRUCTION OF ELECTRONIC BILLBOARDS

In consideration for Cove's commitment from the four Static Landlords to remove their billboards within a year of the execution of this Agreement, Weymouth will allow Cove to construct one dual-face Electronic Billboard at 613 Pleasant Street Weymouth, Massachusetts 02189 and one dual-face Electronic Billboard at 611 Pleasant Street Weymouth, Massachusetts 02189. This Agreement constitutes approval under and compliance with Town of Weymouth, Code of Ordinances, section 120-64.7.1.

3. QUARTERLY GRANT PAYMENTS TO WEYMOUTH

Weymouth will receive quarterly grant payments totaling \$16,665 from the Electronic Billboard Landlords (the "Base Grant Payment"). Said payments will begin thirty days after the Electronic Billboards are operational ("Commencement Date") and the payments will be split equally between the Electronic Billboard Landlords. Each Base Grant Payment is contingent upon the Electronic Billboard Leases being in full force and effect and contingent upon the Electronic Billboard Landlords actual receipt of all payments due to the Electronic Billboard Landlords under the Electronic Billboard Leases. The Base Grant Payments will increase 3% per year for a term of twenty (20) years.

4. PUNITIVE PAYMENTS TO WEYMOUTH

If Cove or its assignee has not removed all four of the static billboards from the properties owned by the four Static Landlords within one year of the execution of this Agreement by all parties ("Execution Date") then Cove will pay a Punitive Payment to Weymouth until those four static

billboards are removed. Once all four static billboards are removed then the Punitive Payment will terminate.

The Punitive Payment shall equal one-half of Cove's net profits, which shall be defined as gross revenue; minus payments owed to the Electronic Billboard Landlords; minus payments owed to Weymouth, including the Base Grant Payments, which shall not include any increase for Punitive Payments, and Advertising Revenue Share, as described in section five, below; minus fixed cost expenses owed by Cove, such as sales costs, utilities, maintenance, insurance, and payments to Static Landlords. Six months after the Execution Date, Cove shall disclose to Weymouth these fixed cost expenses Cove intends to include in the Punitive Payments calculation, unless Cove has removed all four of the static billboards.

5. POTENTIAL ADVERTISING REVENUE SHARE

Thirteen months after the Commencement Date and annually thereafter, Weymouth will also receive from the Electronic Billboard Landlords thirty-three percent (33%) of any advertising revenue paid by Cove to the Electronic Billboard Landlords (the "Revenue Share Payment"). There will be no Revenue Share Payment unless the Electronic Billboard Landlords actually receive advertising revenue payments above and beyond Cove's monthly lease payments to the Electronic Billboard Landlords. The Revenue Share Payment is contingent upon the Electronic Billboard Leases being in full force and effect and contingent upon the Electronic Billboard Landlords actual receipt of all payments due to the Electronic Billboard Landlords under the Electronic Billboard Leases.

6. ONE-TIME PAYMENT FROM THE SALE OF ONE DIGITAL BILLBOARD

Cove will pay a one-time payment to Weymouth equal to fifty percent (50%) of the Adjusted Gross Revenue received from the sale of the southern-facing Electronic Billboard located at 613 Pleasant Street Weymouth, MA 02189 within thirty (30) days of the sale of said Electronic Billboard. Adjusted Gross Revenue for the purposes of Section 6 of this Agreement shall be defined as the gross proceeds from the sale of the southern-facing Electronic Billboard located at 613 Pleasant Street Weymouth, MA 02189 minus one-half the construction costs of that Electronic Billboard, material costs of that Electronic Billboard, one-time payments that Cove has to pay to the Static Landlords totaling \$47,000, and legal costs of \$15,000 associated with

this Agreement. The sale of the Electronic Billboard located at 613 Pleasant Street shall occur within one year of its Commencement Date.

7. MITIGATION OF STATIC BILLBOARD LOCATED IN ABINGTON, MASSACHUSETTS

Cove commits to mitigate the impact of the current static Billboard located at 1550 Bedford Street in Abington, Massachusetts within one year of the Execution Date. The mitigation will include but not be limited to:

- a. Keeping the billboard at or below its current height;
- b. Moving the billboard forty feet closer to Route 18;
- c. Removing the exiting lighting entirely and installing "Siteline" technology on a new LED billboard;
- d. Reducing the face of the signs to 36' x 10'6';
- e. Ensure there is a sufficient "v" to the head of the new billboard structure so that the signage is pointed toward Route 18 instead of the neighborhood;
- f. Turning off the billboard LED lights at 10 p.m. through 6 a.m.;
- g. Painting the structure supporting the sign green;
- h. Prohibiting advertisements of vice, smoking, vaping, drugs, marijuana or of a sexually suggestive nature.

Weymouth may agree to extend the date to complete mitigation of the billboard described in this section, if Cove demonstrates that they attempted in diligently and in good faith to complete timely these mitigation efforts.

8. RIGHTS AND OBLIGATIONS

a. Cove's additional obligations.

i. Cove shall manage and oversee operation of billboards by awarded advertising company including conducting any billing, collecting revenues, distributing revenues to relevant parties and providing Town with financial records for review.

ii. Cove shall procure and maintain commercially reasonable levels of insurance. Cove shall name each party as an additional insured under all insurance coverages obtained for this Agreement. Cove shall further provide each Party with a copy of the current additional insured endorsement page reflecting that Cove added each Party as an additional insured for each insurance policy to which Cove added the Parties.

iii. Cove will pay the Static Landlords payments as described within their agreements. Cove will ensure that the Static Landlords promptly send a notice to terminate the lease to the owner of the current Static Billboard on their land and the Static Billboard is removed from their land. Cove has an ongoing obligation to Weymouth to work and cooperate

expeditiously with the Static Landlords to remove each Static Billboard as quickly as commercially reasonable.

iv. Cove will work and cooperate expeditiously with the owner and tenant of a static billboard located at approximately 1555 Bedford Street, Abington, Massachusetts to remove the static billboard and replace it with an electronic billboard with sight blocking technology that reduces the light and glare Weymouth residents experience from the existing static billboard.

v. Cove will develop with the Town, who shall have the final approval, a policy of reasonable content standards that is consistent with law. Cove will similarly work cooperatively with the Weymouth Director of Planning and Community Development to develop the guidelines described in Town of Weymouth, Code of Ordinances, section 120-64.7.1.

b. No Partnership. This Agreement does not constitute, create, or give effect to a partnership, joint venture, or any other type of formal business entity and does not establish any joint control or joint participation in profits or losses among the Parties. The Parties are independent contractors. Nothing in this Agreement shall be deemed to constitute a Party the agent of the other, nor shall either Party be or become liable or bound by any representation, act or omission whatsoever of the other Party under the terms of this Agreement. There shall be no pooling of assets or employees between the Parties.

c. General Expenses. Except as specifically provided for in this Agreement, each Party will bear its own costs, risks, and liabilities incurred by it when performing its obligations under this Agreement.

d. Compliance with Laws. Each Party agrees to comply with all state, local, and federal laws and regulations applicable to the performance of its obligations under this Agreement, including removing of the Static Billboards and installation and operation of the Digital Billboards contemplated herein. Cove shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

e. Public Records. As the Town is a public entity subject to the Public Records Law, G.L. c. 66, § 6A and c. 4, § 7, clause Twenty-sixth, and its associated regulations, 950 CMR 32.00 et seq., all information or documents related to this Agreement are "public records" under the law.

f. Term. This Agreement shall commence after Cove has received all permits, licenses, and governmental authorizations required for the purpose of erecting, maintaining, operating, improving, supplementing, illuminating, repairing, repositioning, or removing the Digital Billboards and the Static Billboards and the Digital Billboards are fully operational and capable of displaying digital advertising copy and shall continue for a period of 30 (thirty) years thereafter. The term of this agreement may be extended by mutual agreement. Regardless of the Term of this Agreement, if Cove derives revenue from any permit obtained by this Agreement, then Weymouth shall receive revenue under sections three, four, and five of this Agreement.

g. Public Service Messages. In addition to the hours required by 700 CMR 17(12), Cove shall provide space to Weymouth on each Digital Billboard's face for non-commercial Town public service messages, which may include messages that relate to non-profit organizations

within the Town, in addition to municipal government announcements, not to exceed five (5) hours per face per month for a total of ten (10) hours per month on both faces in the aggregate ("Town Messages"). Any vacant or unsold space or time on the billboard that is not owed by Cove to the Electronic Billboard Landlords will also be used for these Town Messages. Any unused space shall be forfeited and shall not roll over. Cove shall not be responsible for any third party allegation that any portion of any Town Message infringes or violates the rights, including but not limited to, copyright, trademark, trade secret or any similar right, of any third party. Cove shall have the opportunity to review all advertising material, art or copy, submitted by the Town prior to its display on the Digital Billboards and may request reasonable revisions to such advertising material, art or copy, in its reasonable discretion, may reject the advertising material, art or copy, submitted by the Town and may require advertising material, art or copy for the Town Messages to be removed at any time once posted.

9. TERMINATION OF AGREEMENT.

a. Termination for Breach. This Agreement may be terminated by either Party, upon written notice of termination to the other Party, in the event of a material breach of this Agreement by the other Party which remains uncured for a period of thirty (60) days after written notice of such breach is provided to such breaching Party.

b. Notice of Default; Opportunity to Cure. In the event one Party considers that another Party has failed to conform or comply with any of the express or implied obligations of this agreement, the Party asserting a default shall notify the allegedly defaulting Party in writing, setting forth specifically the respects in which the Party asserting a default considers that the allegedly defaulting Party has so failed to perform or comply, and the allegedly defaulting Party shall have sixty (60) days after receipt of such notice within which to remedy or commence to remedy any such defaults so alleged by that Party. The delivery of said default notice and the lapse of sixty (60) days thereafter shall be a precedent condition to any termination of this Agreement.

c. Consequences of Termination. If Cove terminates this Agreement, then it shall surrender its permit to operate the Electronic Billboards. If the Electronic Billboard Landlords terminates this Agreement, then Cove and Weymouth shall reasonably cooperate, but Weymouth does not guarantee it will be able, to locate and permit another location for the Electronic Billboards. If Weymouth terminates this Agreement, then it shall not allow any future outdoor advertising signs regulated by 700 CMR 3.00 *et seq.*, without providing Cove and the Electronic Billboard Landlords the first opportunity to obtain permits.

d. Bankruptcy, Receivership, Insolvency, or Assignment for the Benefit of Creditors. This Agreement shall terminate, without notice and immediately without any other action required by any other Party, (i) upon the institution by or against either Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either party's debts, (ii) upon either Party making an assignment for the benefit of creditors, or (iii) upon either Party's dissolution or ceasing to do business. This provision is enforceable under section 365(e)(2)(A) of the Bankruptcy Code, in conjunction with Section 365(c)(1), because under applicable law, Town of Weymouth, Code of Ordinances, section 120-64.7.1, and the guidelines developed by the Weymouth Director of Planning and Community Development

under that ordinance, excuses the Town from accepting performance from or rendering performance to the trustee or to an assignee of this Agreement.

10. WARRANTIES.

a. Mutual Representations. Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, (ii) that it has the legal right and authority to enter into and perform its obligations under this Agreement, (iii) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party, and (iv) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

11. NOTICES

All notices permitted or required under this Agreement shall be in writing and shall be by personal delivery, a nationally recognized overnight courier service, or certified or registered mail, return receipt requested. Notices shall be deemed given upon receipt or refusal. Notices shall be sent to the addresses set forth below, or to such other address as either Party may specify by giving the other Party notice of such change in accordance with this section.

Town of Weymouth

Mayor
Town of Weymouth
75 Middle Street
Weymouth, MA 02189

With a copy to:

Planning Director
Town of Weymouth
75 Middle Street
Weymouth, MA 02189

Cove

Edward E. O'Sullivan
Manager & Counsel
Cove Outdoor LLC
Post Office Box 590545
Newton Center, Massachusetts 02459

Bates Brothers Seam Face Granite Co., Inc.

Bates Bros. Seam Face Co.
882 Pleasant Street

East Weymouth, Massachusetts 02189

With a copy to:

William J. McNulty, Jr., Esquire
190 Old Derby Street, Suite 307
Hingham, Massachusetts 02043

Lorusso-Bristol Stone Corp.

LoRusso-Bristol Stone Corp.
331 West Street
Walpole, Massachusetts 02081

With a copy to:

William J. McNulty, Jr., Esquire
190 Old Derby Street, Suite 307
Hingham, Massachusetts 02043

12. ADDITIONAL PROVISIONS.

a. Assignment. No party may otherwise assign, sublet or otherwise transfer their interest in this Agreement, in whole or in part, without the prior written consent of the other, said consent not to be unreasonably delayed or withheld, but may not be compelled by law or equity. Subject to the foregoing, this Agreement will be binding on and enforceable by the Parties and their respective successors and permitted assigns.

b. Governing Law. This Agreement, performance hereunder, and any remedies available to the Parties shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflict of laws considerations. Jurisdiction for any disputes or causes of action between the Parties shall rest in the state or federal courts located in Boston, Massachusetts, and each Party consents to the jurisdiction of such courts and of the appropriate appellate courts in any such dispute or action and waives any objection to jurisdiction or venue laid therein.

c. Severability. If any court of competent jurisdiction holds any portion of this Agreement to be illegal, invalid, or unenforceable, any Party may void the Agreement. If no Party voids the Agreement within sixty (60) days after judgment is final and all appellate periods have run, then the remainder of this Agreement shall not be affected, impaired, or invalidated, and each such term and provision of this Agreement shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the Parties. If any Party voids the Agreement, then the Parties will then seek to reform this Agreement to the greatest extent practicable under the law. No party shall be required to agree to the reformed Agreement, however.

d. Waiver. No failure on the part of either Party to exercise, and no delay in exercising, any right, remedy, or power under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, remedy or power preclude any other or further exercise

of any other right, remedy, or power. Any waiver must be specific, in writing, and executed by the waiving Party, and will not be continuing unless it so states explicitly.

e. Integration. This Agreement, including all documents and leases incorporated herein by reference, constitutes the entire agreement of the Parties hereto regarding the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing, regarding such subject matter.

f. Modification or Amendment. This Agreement may be modified only in a written amendment signed by an authorized representative of each Party.

g. Force Majeure. Neither Party will be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of any act of God, war, government intervention, riot, earthquake, fire, flood, power outage, failure of the Internet or any similar cause beyond such Party's control.

h. No Third Party Beneficiaries. Except as expressly set forth in this Agreement, this Agreement is entered into for the sole benefit of the Parties hereof, and except as specifically provided herein, no other person or entity will be a direct or indirect beneficiary of, or will have any direct or indirect cause of action or claim in connection with, this Agreement.

i. Estoppel Certificates. Upon request by any Party, all other Parties shall, within thirty (30) days execute and deliver to the requesting Party any document, including an estoppel certificate, which certifies the requesting Party's compliance or non-compliance with any obligation of the requesting Party contained in this Agreement. The request shall reference this provision of the Agreement and the thirty (30) day period in which to comply.

j. Materiality of Any Breach. All words, clauses, terms, sentences, paragraphs, portions, parts, paragraphs, and sections of this contract are material. A breach by either Party shall not constitute an excuse by the other party to fail to fully perform all other words, clauses, terms, sentences, paragraphs, portions, parts, paragraphs, and sections of this Agreement.

k. No Ambiguity. All words, clauses, terms, sentences, paragraphs, portions, parts, paragraphs, and sections of this contract, and this Agreement as a whole, are unambiguous.

l. No Presumption against Drafting Party. The Parties agree that the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in any interpretation of this Agreement.

m. The Agreement's Documents Subject to Audit. The Town shall have the right, at reasonable times, at a site designated by mutual agreement, to audit the books, documents, and records of any Party to the extent that the books, documents, and records relate to revenue, expenses, costs, or pricing data related only to this Agreement. The Parties agree to maintain records that will support the prices charged and costs incurred for the Agreement. The Parties shall preserve books, documents, and records that relate to revenue, expenses, costs, or pricing data related only to this Agreement for a period of three (3) years from date of final payment. The Parties shall give full and free access to all such records to the Town and its authorized representatives.

n. Condition Precedent to Any Litigation. If a disagreement arises from or relates to this Agreement or the services performed and as a condition precedent to the commencement of

any litigation between them, all Parties agree to attempt to resolve any disagreement through direct negotiations between senior representatives of each party. If direct negotiations do not resolve the disagreement, all Parties agree to consider using mutually acceptable nonbinding or binding alternative dispute resolution to resolve any disagreements without litigation. If alternative dispute resolution does not resolve the disagreement, the Party initiating the litigation shall bear the expense of all Parties related to any litigation the Party initiates.

o. Remedies for Breach. The only remedies for any breach of this Agreement shall be termination or an action for specific performance. No Party shall be entitled to any lost profits, damages, interest, attorneys' fees, costs, or expenses.

Town of Weymouth

By:

(Signature)

Title:

Mayor

Date:

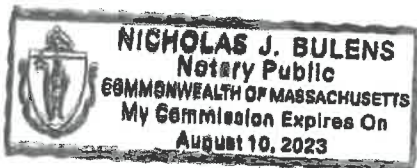
Approved as to Form:

Joseph Callanan, Town Solicitor

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss:

On this 27 day of July, 2018, before me, the undersigned notary public, personally appeared Robert L. Hedlund, and proved to me through satisfactory evidence of identification which was my personal knowledge, to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public

My Commission Expires: August 10, 2023

Cove Outdoor, LLC

By:

Edward E. Sullivan
(Signature)

Title:

(Authorized Representative)

Date:

July 25, 2018

COMMONWEALTH OF MASSACHUSETTS

Norfolk

ss:

On this 25th day of July, 2018, before me, the undersigned notary public, personally appeared MA license, and proved to me through satisfactory evidence of identification which was Edward E. O'Sullivan to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Sharon E. Blanchard
Notary Public
My Commission Expires: 11/23/23

Handwritten signature/initials in blue ink, possibly reading "Gm Cal JE BZ" and "apl".

BATES BROTHERS SEAM FACE GRANITE Co., Inc.

By:

(Signature)

Title:

DIRECTOR

(Authorized Representative)

Date:

7.25.18

COMMONWEALTH OF MASSACHUSETTS

NORFOLK ss:

On this 25th day of July, 2018, before me, the undersigned notary public, personally appeared .
James E Bristol III, and proved to me through satisfactory evidence of
identification which was MA license to be the person whose name is
signed on the proceeding or attached document, and acknowledged to me that he signed it
voluntarily for its stated purpose.



Sharon E Blanchard
Notary Public
My Commission Expires: 11/23/23

James E Bristol III
Cal

LORUSSO-BRISTOL STONE Corp.

By:

(Signature)

Title:

(Authorized Representative)

Date:

COMMONWEALTH OF MASSACHUSETTS

NORFOLK ss:

On this 25th day of July, 2018, before me, the undersigned notary public, personally appeared Antonio J. Lorusso Jr., and proved to me through satisfactory evidence of identification which was MA License to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Sharon E Blanchard
Notary Public
My Commission Expires: 11/23/23

*Am Jc BZ
Cal Ry*

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

THIS AMENDMENT ("Amendment"), is made on this the eight 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

Coves 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 fulfils 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 Finnell Drive during construction and before any operation of the new Electronic Billboard at 0 Finnell 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. Burchett*

(Signature)

Title: *Vice President*

(Authorized Representative)

Date: *1.7.2021*

Bristol Bros. Development Corp.

By: *James E. Burchett*

(Signature)

Title: *President*

(Authorized Representative)

Date: *1.06.2021*

Guidelines for billboards within the Billboard Relocation Overlay District

Weymouth believes digital technology, if appropriately regulated, can provide numerous benefits to its users. Digital signage can allow multiple advertisers to share one sign structure and allow sign displays to be quickly and remotely changed. Commercial entities aren't the only beneficiaries of digital sign technology either. For Weymouth, the new technology provides a venue for communicating community events, information about municipal activities, emergency notifications, and other public service announcements.

Weymouth allows a limited number of digital display billboards within its Billboard Relocation Overlay District. Digital display billboards- a full color advertisement on a billboard- can incorporate pictures, text, and other images.

Realizing that Sign technology is continuing to advance **no "interactive" billboards will be allowed.** Interactive billboards include signage that encourage viewers/drivers to take pictures of the sign or send a text message to a specific number in hopes of winning a prize. It also includes changing the display based on the vehicle passing by. These interactive signs react to the motion or electronic signal of passing vehicles, creating an even greater safety concern. In anticipation of this technology, the Town of Weymouth as part of these guidelines prohibit interactive signs, along with other unsafe activities, including signs that flash or scroll text, use animation, or emit noise. In addition, image sequences to full motion video digital billboards are not allowed This shall include "Variable Message Sign" which means an advertising sign, display or device with moving parts whose message may be changed by electronic or by remote control or other process through the use of moving or intermittent light or lights.

All structures and associated support systems shall be painted gray as it has been determined that this color blends in best with the New England landscape. These structures must be regularly maintained and repainted at the first indication of paint failure.

For digital display billboards the Town of Weymouth only allows INTERNAL illumination - illuminated by a light source that is concealed or contained within the sign and becomes visible in darkness through a translucent surface.

These guidelines include regulations for internal illumination that address the following issues:

Hours of Operation: All digital illuminated signs may be illuminated between the hours of 6AM and 10PM.

Display Change Frequency: These guidelines state that digital display billboards cannot contain a message which flashes, pulsates, moves, or scrolls. Each message must transition instantly. The length of time each message can be displayed must be at least 10 seconds.

Default Display: In the case of malfunction, digitally-illuminated signs are required to contain a default design to freeze the sign message in one position.

Brightness: The Town of Weymouth requires digital billboards to adjust brightness to surrounding light as well as within the state prescribed limits. In lay terms, when the sun goes down, the brightness of the digital billboard dials down. Digital billboards must be equipped with light sensors that adjust brightness, and save energy. Weymouth requires the owner of any digital display billboard to arrange for a certification by an independent contractor showing compliance with brightness standards per 700CMR 3.00 as a condition of a sign permit. The Town of Weymouth requires that all digital and electronic billboard faces be installed with light blocking technology faces of the type, kind, and style and from a manufacturer approved by the Town.

Content: In addition to the provisions of MGL Chapter 93D and 700 CMR 3.00, the content of the digital billboards shall be restricted such that advertisements for tobacco, marijuana, adult entertainment and businesses related to the sale of tobacco, marijuana, and adult entertainment are not allowable on boards permitted through the Billboard Relocation Overlay District.