

**TOWN OF WAYLAND - TOWN CLERK'S OFFICE**  
**NOTICE OF MEETINGS OF TOWN BOARDS/COMMITTEES/COMMISSIONS**  
**Posted in accordance with the provisions of the Open Meeting Law**

NAME OF BOARD/COMM: Historical Commission  
FILED BY: Elisa Scola  
DATE OF MEETING: June 13, 2017  
TIME OF MEETING: 7:30 PM  
PLACE OF MEETING: Town Building

NOTE: Notices and agendas are to be posted at least 48 hours in advance of the meetings excluding Saturdays, Sundays, and legal holidays. Please keep in mind the Town Clerk's business hours of operation and make the necessary arrangements to be sure this notice is received and stamped in an adequate amount of time.

**AMENDED AGENDA**

- 7:30 Public Comment
- 7:40 Update on North and South Cemetery restoration projects
  - Vote on Invoice from Monument Conservation
- 7:50 Town Record preservation project on line
- 8:00 Update on Stone Bridge Project
- 8:10 Update on CPC projects
  - Castle Gate Pillars
  - Wall at North Cemetery
  - First High School preservation restriction
- 8:30 Discussion of Gardescue commemorative bench
- 8:40 Update on Railroad and Rail Trail
- 9:00 Update on Archaeology
  - Dorey House Archeology Survey
  - Transfer Station Sifting Project
- 9:10 Discussion of Demolition Delay Bylaw

9:20 Update on WHC budget

9:30 WHC Chair

9:35 Review of May 2017 minutes

9:40 New Business and other items not identified prior to submission of Agenda

cc: [townclerk@wayland.ma.us](mailto:townclerk@wayland.ma.us)

**DRAFT**

**HISTORIC PRESERVATION RESTRICTION AGREEMENT**

**between**

**TRINITARIAN CONGREGATIONAL CHURCH**

**and**

**TOWN OF WAYLAND by and through the WAYLAND HISTORICAL COMMISSION**

The Preservation Restriction Agreement (the "Agreement") for 55 Cochituate Road, Wayland, Middlesex County, Massachusetts 01778 is made this day \_\_\_\_ of July 2017 by and between the Board of the Trinitarian Congregational Church (GRANTOR) having an address of 53 Cochituate Road Wayland, Massachusetts 01778 and the Town of Wayland through the Wayland Historical Commission (GRANTEE) a Massachusetts municipality having its principal office at 41 Cochituate Road, Wayland, MA 01778.

**WITNESSETH**

WHEREAS, the Grantor is the owner in fee simple of certain property known as the First Wayland High School, now called Bradford Hall, located at 55 Cochituate Road, Wayland, Middlesex County, Massachusetts 01778 (hereinafter referred to as the "BUILDING") as described in a deed dated December 1, 1978, which includes premises consisting of approximately 11,250 square feet of land, being more particularly described in **Exhibit A-1** attached hereto and incorporated herein by this reference, and in that certain deed (the "Deed") recorded with the Middlesex South District Registry of Deeds in Book 13604, Page 069. Said Building includes a tall, hipped-roof, two-story, wood-frame building known historically as the First Wayland High School (now known as Bradford Hall), with original construction dated to 1855 hereinafter the "Building," on part of a 1.66 acre lot identified in Town of Wayland Assessors Records as Parcel 23-109 as represented in **Exhibit A-2**, attached hereto and incorporated by this reference. The Building protected by this Agreement consists only of Wayland's First High School, now known as Bradford Hall, and labeled as such in **Exhibits A-2**. The Building is described on Form B of Massachusetts Historical Commission Survey as attached as **Exhibit B-1** and as shown in the photographs attached as **Exhibit B-2** hereto.

WHEREAS, the Building has been determined to represent an architectural resource of considerable importance to the Town, being an important example of Italianate architecture and one of the oldest remaining school buildings; featuring notable exterior details;

WHEREAS, the Building has been determined eligible for listing in the National Register of Historic Places as part of an expanded Wayland Center Historic District;

WHEREAS, the Grantor and Grantee wish to recognize the architectural, historical and cultural values (hereinafter "preservation values") and significance of the Building and have the common purpose of conserving and preserving the aforesaid preservation values and significance of the Building;

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as owners of the Building and on the successors to its right, title and interest therein, with respect to maintenance,

protection, and preservation of the Building in order to protect the architectural, archaeological and historical heritage of the Building and so that said restrictions, obligations and duties shall serve the public interest in a manner consistent preservation restrictions of limited terms;

WHEREAS, the Building's preservation values are documented in **Exhibits A-1** through **B-2** below (hereinafter the "Baseline Documentation") incorporated herein by reference. The Baseline Documentation shall be used for purposes of reference in design and construction and for assistance in review. In the event of any discrepancy between the two counterparts produced, the counterpart retained by the Grantee shall control. The Baseline Documentation, which is attached hereto and made a part hereof, as **Exhibit A and B**, consists of the following:

- Legal Property Description from Deed dated December 1, 1978 (Book 13604, Page 069) recorded with the Middlesex South District Registry of Deeds attached hereto as **Exhibit A-1**;
- Town of Wayland GIS Map showing Parcel 23-109 with the First High School on said parcel circled, attached hereto as **Exhibit A-2**;
- Architectural Description and history, Massachusetts Historical Commission Survey Form B, attached hereto as **Exhibit B-1**;
- Current photographs of the Building, , attached hereto as **Exhibit B-2**;

WHEREAS, the Grantee is a governmental body organized under the laws of the Commonwealth of Massachusetts and authorized to accept these preservation restrictions as the Grantee, and to administer, manage and enforce this preservation agreement;

WHEREAS, the Grantor agrees to preserve the Building in accordance with "The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings" (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards"), and in accordance with the "Restriction Guidelines and Procedures for Maintenance and Improvements" (hereinafter the "Guidelines"), said Guidelines being attached hereto and incorporated herein as **Exhibit C**.

Now therefore, for good and valuable consideration, the receipt of which is hereby acknowledged the Grantor does hereby irrevocably grant and convey to the Grantee, its successors and assigns this Preservation Restriction for a period of thirty (30) years from the date of recording to the exterior of the Building known as the First High School (now Bradford Hall) to be administered, managed and enforced by the Wayland Historical Commission.

#### 1. **PURPOSE**

It is the purpose of this Restriction to assure that the architectural, historical and cultural features of the exterior of the Building will be retained and maintained substantially in current condition or in a restored condition approved by the Grantee for preservation purposes and to prevent any change of the Building that will significantly impair or interfere with the Building's preservation values, and to preserve the outstanding qualities of the Italianate former schoolhouse as a benefit to the public. The exceptions

are the two single-story ells on the rear/west elevation that are not considered to be historically significant.

## 2. **PRESERVATION RESTRICTION**

The Grantor agrees that without the prior express written approval of the Grantee, which approval may not be unreasonably withheld, but which may be subject to such reasonable conditions as the Grantee in its discretion may determine, Grantor shall not make any changes to the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change that may affect the appearance, material, workmanship or structural stability of the exterior of the Building as they exist as of the date of the Agreement, documented in the photographs attached hereto as part of Exhibit B, except as approved by the Wayland Historical Commission:

### Exterior Restrictions

- a. Facades and elevations of the Building (including without limitation all foundations, walls, exterior doors, door frames, windows, window sash, window frames, transoms, hardware, wall sheathing, masonry, porches, panels, cornices, moldings, and all other elements, whether decorative or structural, which support any of the foregoing),
- b. Massing, profile and materials of the Building roof.

## 3. **GRANTOR'S COVENANTS**

3.1 Grant of Covenant: The Grantor's covenant with the Grantee to preserve the Building in accordance with the Secretary's Standards and in accordance with the Guidelines.

3.2 Maintenance of Building: Grantor agrees at all times to maintain the Building in sound structural condition and good state of repair, including the exterior of the Building, in accordance with the Secretary's Standards and in accordance with the Guidelines.

The Grantor agrees to bear the cost of maintenance, repair and administration of the Building so as to preserve the characteristics that contribute to the architectural, archaeological and historical integrity of the Building in a manner satisfactory to the Grantee according to the Secretary's Standards. The Grantor may seek financial assistance from any source available to them. The Grantee does not assume any obligation for maintaining, repairing or administering the Building.

Subject to the casualty provisions of Paragraphs 8 and 9 hereof, the Grantor's obligation to maintain the Building shall require replacement, rebuilding, repair and reconstruction of the Building, whenever necessary in accordance with the Secretary's Standards and in accordance with the Guidelines.

## 4. **GRANTOR'S CONDITIONAL RIGHTS**

4.1 Conditional Rights Requiring Approval by Grantee: Without the prior express written approval of the Grantee, which approval may be reasonably withheld or conditioned at the discretion of the Grantee, the Grantor shall not undertake any of the following actions:

- a. Increase or decrease the height of, make additions to, change the exterior construction materials, or move, improve, alter, reconstruct or change the facades (including without limitation all foundations, walls, exterior doors, door frames, windows, window sash, window frames, transoms, sidelights, hardware, wall sheathing, masonry, porches, panels, cornices, moldings, and all other elements, whether decorative or structural, which support any of the foregoing) and roofs of the Building.

#### 4.2 Review of Grantor

Requests for Approval. Whenever approval of the Grantee is required under this Restriction, Grantor shall request specific approval by the Grantee not less than forty-five (45) days prior to the date Grantor intends to undertake the activity in question. A request for such approval by the Grantor shall be sufficiently detailed that it may form the basis for the Grantee to approve or disapprove the request and to make an informed judgment as to its consistency with the Purpose of the Restriction. Grantor shall submit to the Grantee for its approval two (2) copies of information (including plans, specifications and designs where appropriate) describing the nature, scope, design, location, timetable and any other material aspect of the proposed activity. Within forty-five (45) days of receipt of Grantor's request for said approval, the Grantee shall, in writing, grant or withhold its approval, or request additional information relevant to the request and necessary to provide a basis for its decision. However, should the Grantee determine that additional time is necessary in order to make its decision, the Grantee shall notify the Grantor. The Grantee's approval shall not be unreasonably withheld, and shall be granted upon a reasonable showing that the proposed activity shall not materially impair the Purpose of this Restriction. Failure of the Grantee to make a decision within forty-five (45) days from the date on which the request is accepted as complete by the Grantee or notice of a time extension is received by the Grantor shall be deemed to constitute approval of the request as submitted, so long as the request sets forth the provisions of this Paragraph relating to deemed approval after the passage of time.

#### **5. STANDARDS FOR REVIEW**

Grantee shall apply the Secretary's Standards as well as the Guidelines in exercising any authority created by this Restriction to inspect the Building; to review any construction, alteration, repair or maintenance; to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage.

#### **6. GRANTOR'S RESERVED RIGHTS**

Grantor's Reserved Rights Not Requiring Further Approval by Grantee. Subject to the provisions of Paragraphs 3.2, and 4.1, the following rights, uses, and activities of or by Grantor on, over, or under the Building are permitted by this Restriction without further approval by the Grantee:

- a. the right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair the conservation and preservation values of the Building; and (iii) are not inconsistent with the Purpose of this Restriction;
- b. pursuant to the provisions of Paragraph 3.2, the right to maintain and repair the Building strictly according to the Secretary's Standards and the Guidelines. As used in this

subparagraph, the right to maintain and repair shall mean the use by Grantor of in-kind materials, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Building. The right to maintain and repair as used in this subparagraph shall not include the right to make changes in appearance, materials, and workmanship from that existing prior to the maintenance and repair without the prior approval of the Grantee in accordance with the provisions of Paragraphs 4.1 and 4.2;

- c. the right to continue all manner of existing use, or to pursue other allowable uses allowed under current applicable zoning regulations, and enjoyment of the Building, including but not limited to the right to maintain existing driveways; the right to maintain existing utility lines; the right to cut, remove, and clear grass or other vegetation and to perform routine maintenance, landscaping, horticultural activities, and upkeep, consistent with the Purpose of this Restriction and with the Secretary's Standards and the Guidelines;
- d. the right to continue all manner of existing uses for other buildings on same parcel under same ownership that are no subject to this restriction.

#### **7. CASUALTY DAMAGE OR DESTRUCTION; INSURANCE**

In the event that the Building or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and to protect public safety, shall be undertaken by Grantor without the Grantee's prior written approval of the work. Within thirty (30) days of the date of damage or destruction, if required by the Grantee, Grantor at their expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantee, which report shall include the following:

- a. an assessment of the nature and extent of the damage;
- b. a determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and
- c. a report of such restoration/reconstruction work necessary to return the Building to the condition existing at the date hereof.

#### **8. REVIEW AFTER CASUALTY DAMAGE**

If, after reviewing the report provided in accordance with Paragraph 8 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 10, Grantor and Grantee agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with the plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor. If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any

mortgagee's/lender's claims under paragraph 10, Grantor and Grantee agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may, with prior written consent of the Grantee, alter, demolish, remove, or raze the Building, and/or construct new improvements on the Building. Grantor and Grantee may then agree to seek to extinguish this Restriction in whole or in part in accordance with the laws of the Commonwealth of Massachusetts and paragraph 23 hereof. If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's lender's claims under Paragraph 10, Grantor and Grantee are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to mediation in accordance with the provisions of Paragraph 27 hereof.

### **9. INSURANCE**

Grantor shall keep the Building insured by an insurance company rated "A-1" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building located thereon without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to Grantee, within ten (10) business days of Grantee's written request therefor, certificates of such insurance coverage. Provided, however, that whenever the Building is encumbered with a mortgage nothing contained in this Paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

### **10. INDEMNIFICATION**

Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agents, representatives, employees, and independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person; physical damage to the Building; the presence or release in, on, or about the Building, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building, unless such injury or damage is caused by the reckless conduct of Grantee or any agent, trustee, employee or contractor of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this Paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Building with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage given in connection with a promissory note secured by the Building.



#### **11. ADMINISTRATION AND ENFORCEMENT; NOTICE**

Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by overnight courier, facsimile or electronic transmission (receipt of which is acknowledged in writing by the intended recipient), registered or certified mail with return receipt requested, or hand delivered, at the address specified for each party, above. Each party may change its address set forth herein by a notice to such effect to the other party.

#### **12. EVIDENCE OF COMPLIANCE**

Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidences the status of this Restriction to the extent of Grantee's knowledge thereof.

#### **13. INSPECTION**

With the consent of the Grantor as to dates and times, representatives of Grantee shall be permitted at all reasonable times to inspect the Building, to determine whether the Grantor is in compliance with the terms of this Agreement. Grantor covenants not to withhold unreasonably their consent in determining dates and times for such inspection.

#### **14. THE GRANTEE'S REMEDIES**

The Grantee may, following reasonable written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this Restriction by ex parte, temporary, preliminary and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Building located thereon to the condition and appearance required under this Restriction. The Grantee shall also have available all legal and other equitable remedies to enforce Grantor's obligations hereunder.

In the event Grantor is found to have violated any of their obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including all reasonable court costs, and attorney, architectural, engineering and expert witness fees.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

#### **15. NOTICE OF PROPOSED SALE/LEASE**

Grantor shall promptly notify Grantee in writing of any proposed sale of the Building and provide the opportunity for Grantee to explain the terms of the Restriction to potential new owners prior to the closing of the sale.

## **16. LIENS**

Any lien on the Building/Property created pursuant to any Paragraph of this Restriction may be confirmed by judgment and foreclosed by Grantee, as permitted by law, in the same manner as a mechanic's lien.

## **17. BINDING EFFECT; ASSIGNMENT**

Run with the Building. Except as provided in Paragraphs 9 and 23, the obligations imposed by this Restriction shall be effective for the term of the Restriction, thirty (30) years, and shall be deemed to run as a binding servitude with the Building/Property. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective heirs, successors and assignees, and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Building shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Building by reason of a bona fide transfer, except as to any matter resulting from acts or omissions preceding transfer of the Building to such third party. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument, including, but not limited to a lease, by which Grantor divests self of either the fee simple title to or any lesser estate in the Building or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Building.

## **18. ASSIGNMENT**

The Grantee may without prior notice to Grantor, convey, assign or transfer this Restriction to a local, state or national organization that is a charitable corporation or trust qualified, whose purposes include preservation of buildings and/or sites of historical significance, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out.

## **19. RECORDING AND EFFECTIVE DATE**

The Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument with Middlesex South District Registry of Deeds. Grantor and Grantee intend that this Restriction shall take effect upon the day and year this instrument is recorded with said Deeds.

## **20. EXTINGUISHMENT**

Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Building may make impossible the continued ownership or use of the Building for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all of the requirements for extinguishment, including approvals by the Town

of Wayland following public hearings to determine that such extinguishment is in the public interest. All other provisions of this Agreement shall remain in full force and effect unless and until this Agreement is terminated or extinguished in compliance with said requirements.

## **21. INTERPRETATION**

Interpretation. The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

- a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Building shall not apply in the construction or interpretation of this Restriction and with respect to preservation of the Building thereunder, this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use herein contained.
- b. This instrument is executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the counterpart retained by Grantee shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the agreement of the parties.
- c. This instrument is made by the parties, it being the intent of the parties to agree and to bind themselves, their heirs, successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent hereto.
- d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any by-law or regulation relating to building materials, construction methods or use. In the event of any conflict between any such by-law or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall co-operate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such by-law or regulation.

## **24. AMENDMENT**

If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the rights of Grantee under any applicable laws, including the laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the conservation and preservation values of the Building and the Purpose of this Restriction; shall be approved as required under the Act; shall not affect its perpetual duration; shall not permit additional development on the building; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, and cultural values protected by this Agreement. Any such amendment shall be recorded with Middlesex South District Registry of Deeds. Nothing in this Paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

**26. ARCHAEOLOGICAL ACTIVITIES**

The conduct of archaeological activities on the Building, including without limitation, survey, excavation and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission (M.G.L. Ch.9. Section 27C, 950 CMR 70.00).

TO HAVE AND TO HOLD, the said Historic Preservation Restriction, unto the said Grantee and its successors and permitted assigns forever. This HISTORIC PRESERVATION RESTRICTION AGREEMENT may be executed in two counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but both of which together shall constitute one instrument.

DRAFT

IN WITNESS WHEREOF, Grantor and Grantee have set their hands under seal on the days and year set forth below.

GRANTOR:

\_\_\_\_\_  
Trinitarian Congregational Board Chairman

\_\_\_\_\_

\_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose names are signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose names are signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**ACCEPTANCE OF PRESERVATION RESTRICTION**

The Wayland Historical Commission (“Grantee”) hereby accepts the foregoing Preservation Restriction, pursuant to a vote of acceptance taken on \_\_\_\_\_, \_\_\_\_\_, 2017 (a certified copy of which is attached hereto).

**Wayland Historical Commission**

\_\_\_\_\_  
Elisa Scola, Chair

\_\_\_\_\_  
Amanda Ciaccio

\_\_\_\_\_  
Ann B. Gordon

\_\_\_\_\_  
Richard Conrad

\_\_\_\_\_  
Tonya Largy

\_\_\_\_\_  
John Dyer

\_\_\_\_\_  
Katharine Gardner-Westcott

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned Notary Public, personally appeared Elisa Scola, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Wayland Historical Society.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned Notary Public, personally appeared Amanda Ciaccio, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Wayland Historical Society.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned Notary Public, personally appeared Richard Conard, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Wayland Historical Society.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned Notary Public, personally appeared John Dyer, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Wayland Historical Society.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned Notary Public, personally appeared Katherine Gardner-Westcott, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Wayland Historical Society.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned Notary Public, personally appeared Ann B. Gordon, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Wayland Historical Society.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned Notary Public, personally appeared Tonya Largy, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Wayland Historical Society.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



APPROVAL OF PRESERVATION RESTRICTIONS

**First Wayland High School  
55 Cochituate Road  
Wayland, Massachusetts**

The TOWN OF WAYLAND, by and through its BOARD OF SELECTMEN,

Approved the foregoing preservation restrictions in a vote taken at a public meeting held on \_\_\_\_\_ 2017, a certified copy of which is attached hereto.

In approving these restrictions, the Town of Wayland assumes no responsibility, nor accepts any liability for enforcement.

\_\_\_\_\_  
Lea Anderson, Chair

\_\_\_\_\_  
Mary Antes

\_\_\_\_\_  
Louis Jurist

\_\_\_\_\_  
Cherry Karlson

\_\_\_\_\_  
Douglas Levine

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned Notary Public, personally appeared Lea Anderson, Selectman of the Town of Wayland, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Town of Wayland.

\_\_\_\_\_  
Notary Public  
My Commission Expires

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned Notary Public, personally appeared Mary Antes, Selectman of the Town of Wayland, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Town of Wayland.

\_\_\_\_\_  
Notary Public  
My Commission Expires

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017 before me, the undersigned Notary Public, personally appeared Louis Jurist, Selectman of the Town of Wayland, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Town of Wayland.

\_\_\_\_\_  
Notary Public  
My Commission Expires

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned Notary Public, personally appeared Cherry Karlson, Selectman of the Town of Wayland, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Wayland.

\_\_\_\_\_  
Notary Public  
My Commission Expires

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned Notary Public, personally appeared Douglas Levine, Selectman of the Town of Wayland, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Wayland.

\_\_\_\_\_  
Notary Public  
My Commission Expires

**Certificate of Vote – Selectmen**

At a regularly scheduled meeting of the Board of Selectmen of the Town of Wayland, held at \_\_\_\_\_PM on \_\_\_\_, 2017 at the Wayland Town Building, Wayland, Massachusetts, at which meeting a quorum voted in person (\_\_\_\_\_) it was:

VOTED:

That the Wayland Board of Selectmen approved the preservation restriction agreement between the Wayland Historical Commission (Grantees) and the owner of the First High School (the Grantor), situated at 55 Cochituate Road, Wayland, MA.

\_\_\_\_\_  
Nan Balmer, Town Administrator

**Exhibit A-1**  
**Legal Property Description**  
**Deed Book 13604, Page 069 dated December 1, 1978**  
**Middlesex South District Registry of Deeds**

BK 13604 PG 069

R10  
1  
11-15

RECORDED IN DEED BOOK 13604 PAGE 069

PEQUOD LODGE, No. 229, Independent Order of Odd Fellows, a Massachusetts non-profit corporation of Wayland, Middlesex County, Massachusetts

for consideration paid in the amount of Forty-Four Thousand and No/100 (\$44,000.00) Dollars

grant to TRINITARIAN CONGREGATIONAL CHURCH, a Massachusetts religious corporation, having a usual meeting place at Cochituate Road, Wayland, Middlesex County, Massachusetts

with QUITCLAIM COVENANTS

A certain parcel of land with the building thereon located adjacent to 53 Cochituate Road, in said Wayland described on "Plan of Land in Wayland, Mass. Scale: 1 IN. = 20 FT. NOV. 21, 1978 EVERETT M. BROOKS CO. CIVIL ENG'RS. NEWTONVILLE MASS." to be recorded herewith and more particularly bounded and described as follows:

Beginning at a drill hole on said Cochituate Road and at land of Trinitarian Congregation Church of Wayland; thence running in a Westerly direction one hundred fifty and no/100 (150.00') feet by said Trinitarian Church land to an iron pipe at land of Town of Wayland; thence turning and running Southerly by said Wayland land, seventy-five and no/100 (75.00') feet to a spike at other land of Town of Wayland; thence turning and running Easterly by said other land of Town of Wayland, one hundred fifty and no/100 (150.00') feet to a bolt at said Cochituate Road; thence turning and running Northerly by said Cochituate Road, seventy-five and no/100 (75.00') to a drill hole at the point of beginning. Containing 11,250 square feet according to said plan.

For out title see deed of Hannah W. Pousland to said lodge dated November 6, 1895, recorded in Middlesex South District Deeds, Book 2425, Page 383, and deed from Town of Wayland to said lodge dated May 21, 1896, recorded in said deeds, Book 2463, Page 357.

In witness whereof, said Pequod Lodge, No. 229, Independent Order of Odd Fellows, by its Noble Grand, its Vice Grand and Secretary, hereby signs the foregoing instrument and affixes its seal hereto, this first day of December, 1978.

1429 SEE PLAN IN RECORD BOOK 13604 PAGE 069

PEQUOD LODGE, No. 229  
Independent Order of Odd Fellows

by: James M. Ellis  
James M. Ellis, Noble Grand  
46 Cutler Drive, Ashland, Mass.

Byron O. Johnson  
Byron O. Johnson, Vice Grand  
6 Meadow Lane, Framingham, Mass.

William E. Hodgson  
William E. Hodgson, Secretary  
34 Simpson Drive, Framingham, MA



COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

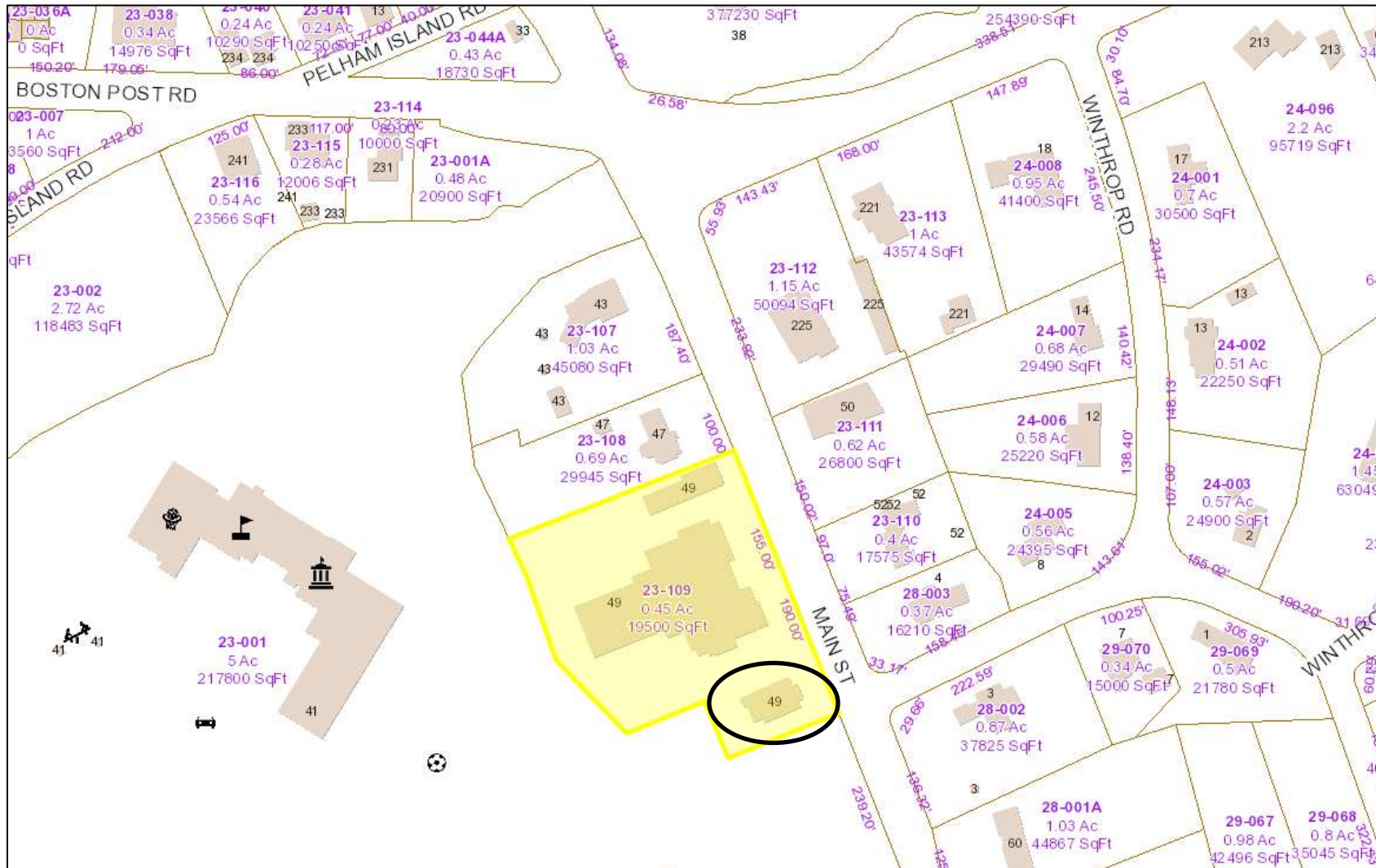
December 1, 1978

Then personally appeared the above-named James M. Ellis, Noble Grand and acknowledged the foregoing instrument to be the free act and deed of PEQUOD LODGE, No. 229, Independent Order of Odd Fellows, before me



Nathaniel Ellis  
Notary Public, Nathaniel Ellis  
My commission expires: 10/29/82

Exhibit A-2



Wayland Center – 55 Cochituate Road

**Exhibit B-1**

**FORM B – BUILDING**

MASSACHUSETTS HISTORICAL COMMISSION  
MASSACHUSETTS ARCHIVES BUILDING  
220 MORRISSEY BOULEVARD  
BOSTON, MASSACHUSETTS 02125

**Date (month / year):** October 2012

Assessor's Number USGS Quad Area(s) Form Number

23-109	Natick		WAY.89
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**Photograph**



**Town:** WAYLAND

**Place:** (neighborhood or village)  
Wayland Center

**Address:** 55 Cochituate Road  
(was 49 Cochituate Road)

**Historic Name:** First Wayland High School/Odd Fellows Hall

**Uses:** Present: educational/religious  
Original: educational

**Date of Construction** 1855

**Source:** town histories

**Style/Form:** Italianate

**Architect/Builder:** unknown

**Exterior Material:**

Foundation: granite block

Wall/Trim: wood clapboards

Roof: slate shingles

**Outbuildings/Secondary Structures:** other buildings on same lot have been documented on B-Forms also, playground fenced in at rear of building.

**Major Alterations (with dates):** window infill; rear ell with rear entry – mid to late 20<sup>th</sup> C.

**Condition:** fair-good

**Moved:** no | | yes |x | **Date** 1896 (slightly north)\_

**Acreage:** 1.66 acres

**Setting:** Residential/institutional neighborhood at town center, among early 20<sup>th</sup> C. dwellings. Town Building and athletic fields behind parking.

**Topographic or Assessor's Map**



**Recorded by:** Gretchen G. Schuler

**Organization:** for Wayland Historical Commission

# INVENTORY FORM B CONTINUATION SHEET WAYLAND 55 COCHITUATE RD

MASSACHUSETTS HISTORICAL COMMISSION  
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

WAY.89

Recommended for listing in the National Register of Historic Places.  
*If checked, you must attach a completed National Register Criteria Statement form.*

*Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.*

**ARCHITECTURAL DESCRIPTION:** *Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.*

Situated on the west side of Cochituate Road on a parcel that now contains three Trinitarian Church buildings, this large hipped-roof, two-story, former High School rests on a granite block foundation, has wood clapboard siding, and a slate-shingled roof. The Italianate building is nearly square although three bays wide and four deep. The middle bay of the three-bay façade is substantially wider than the end bays. The building is divided: horizontally by a water table above the foundation, a cornice molding wrapping around the four sides of the building dividing the two stories, and the bracketed eave cornice that wraps around the whole building; and vertically by tall pilasters between each bay. These pilasters are articulated by quoins at the first-story level and narrow vertical boards forming a wide square pilaster at the second story. Windows are set into ovolo casings with slightly projecting unadorned sills. First-story windows are rectangular with 6/6 sash; second-story windows have 9/9 sash with segmental arched openings. There is one exception on the south side where the first window has casement sash (8-by-8). On the façade the windows in the end bays are blind, having been filled with clapboards, retaining the molded casings. (Historic photographs show glazed windows in these spaces.) The middle bay of the façade has a pair of narrow segmental-arched windows each with 6/6 sash (vertically stacked 2/2/2 for each half of the sash) and each window is set into a segmental-arched casing. The first-story middle bay has a pair of tall narrow three-light (vertically stacked) windows each set deeply into a casing with the same ovolo molding found around other windows. Six-paneled doors flank this pair of windows. The flat-roofed, open entry porch spans the middle bay and consists of round-headed arched openings formed by bold square columns on square with recessed panels resting on square bases and having wide molded caps from which the arches spring. This porch is one arch deep and three wide. Flush board siding fills in tops of the columns and around the arches. Corner posts are similar to the other vertical dividers – quoined first story and flush board second story. The roof cornice is carried by many closely spaced carved brackets. A broad brick chimney with a corbelled top rises from the middle front of the hipped roof. Across the rear elevation/west there is a single-story rear ell, which is low for 2/3 of its length and about 1 ½ stories at the northwest corner. A steeply pitched shed-roof covers this ell. Two small multi-light windows are in the low part and a multi-light segmental-arched window is in the taller part.

**HISTORICAL NARRATIVE** *Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.*

The history of Wayland's schools is linked to that of Sudbury for the first century. Up until the 1720s classes were held in residents' homes, after which Town Meeting voted to build a schoolhouse in each of the two precincts. Thus one of similar size was built in the East Precinct (east side of the Sudbury River) to that built in the West Precinct. By the mid-1700s five grammar schools were scattered throughout Sudbury – two in the East Precinct (now Wayland) and three in the West Precinct (now Sudbury). At the time of separate incorporation in 1780, East Sudbury's newly established Town Meeting voted to have six schoolhouses, which by then was only one more than James Sumner Draper (1811-1896) had reported to have existed in 1775, the year for which he drew a map showing buildings that were in situ at that time.

In 1854 Wayland's Town Meeting voted to build its first **High School** which was completed here in the following year. Within a few years the new High School was underused so that grammar school met here. By

# INVENTORY FORM B CONTINUATION SHEET WAYLAND 55 COCHITUATE RD

MASSACHUSETTS HISTORICAL COMMISSION  
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

	WAY.89
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the 1880s high school students were sent out of town rather than hire a teacher for the full year. This arrangement lasted only a few years; however at about the same time in the late 1880s this building had fallen into poor repair. In 1892 Wayland schools were inspected by the state inspector of public buildings and the High School was found to be inadequate requiring costly repairs in addition to repairs necessary at four one-room schoolhouses. The 1893 Town Meeting considered repair of this building or construction of a new building. The school issue came up several times over the next three years often creating animosity among residents of Cochituate and North Wayland. In the end money was appropriated to add to a donation made by Francis Shaw to build a new High and Grammar School which cost \$25,000 to construct. Part of the plan to pay for the new building was to sell this building. The Independent Order of Odd Fellows had formed a chapter in Wayland in early 1894 and had acquired land just south of the First High School in hopes of being able to move the building there. In the end it proved more prudent to move this building farther north on the same town-owned lot and to exchange the town-owned lot for the one that the Pequod Lodge had purchased to the south. Thus this property became the home of Wayland's chapter of the Independent Order known as **Pequod Lodge of Odd Fellows**. And the new school was built on the parcel to the south (now Center Park since the 1897 Wayland Center High and Grammar School was demolished in 1978).

The Independent Order of Odd Fellows, a fraternal organization, has at its core: Friendship, Love and Truth. The basic commandment for members of the IOOF is to "visit the sick, relieve, the distressed, bury the dead and educate the orphan." Odd Fellows originated in England and first met in the United States in Baltimore, Maryland in 1819. By the 1840s, the American version became the IOOF and chapters were formed all over the country. Wayland's IOOF first met in 1894 and had members from Wayland Center and from Cochituate. Once this building was moved slightly north on the same lot, it became the home of Pequod Lodge #229 of Odd Fellows and remained as such until 1978 when the building was sold to the **Trinitarian Church**. Since that time it has been used for administrative purposes and for youth group and other Trinitarian Church meetings.

Old photographs from the turn of the last century show that the building was painted in three colors – white or cream trim, a light colored body, and dark (green or black) window sash, shutters and doors.

## BIBLIOGRAPHY and/or REFERENCES

Atlas/Maps: 1856 Walling (High School), 1866 (High School), 1875 (School), 1889, 1908 Walker (I.O.O.F.), Brooks (Pequod Lodge #229).

Emery, Helen. *The Puritan Village Evolves*. Canaan, NH: Phoenix Publishing. 1981.

Wayland Historical Society. Program Video – Wayland High School Then (1855) and Now (2011).

[http://en.wikipedia.org/wiki/Independent\\_Order\\_of\\_Odd\\_Fellows](http://en.wikipedia.org/wiki/Independent_Order_of_Odd_Fellows)



MASSACHUSETTS HISTORICAL COMMISSION  
MASSACHUSETTS ARCHIVES BUILDING  
220 MORRISSEY BOULEVARD  
BOSTON, MASSACHUSETTS 02125

WAYLAND 55 Cochituate Road

Area(s) Form No.

	WAY.89
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## National Register of Historic Places Criteria Statement Form

Check all that apply:

- Individually eligible       Eligible **only** in a historic district  
 Contributing to a potential historic district       Potential historic district

Criteria:     **A**     **B**     **C**     **D**

Criteria Considerations:     **A**     **B**     **C**     **D**     **E**     **F**     **G**

Statement of Significance by \_\_\_\_\_ Gretchen G.  
Schuler \_\_\_\_\_

*The criteria that are checked in the above sections must be justified here.*

The First Wayland High School is eligible for listing in the National Register of Historic Places individually or as part of a Wayland Center Historic District. The building is one of only a couple of 19<sup>th</sup> century schools remaining in Wayland and is the most prominent for location and architecture. It retains integrity of location, setting, design, materials, craftsmanship, feeling and association.

**Exhibit B-2**  
**Photographs of the Building,**



# Exhibit C

## Restriction Guidelines and Procedures for Maintenance and Improvements

### 1. PREAMBLE

The purpose of these Guidelines is to assist the Building Owner (the Owner) and the Wayland Historical Commission in retaining the substance and character of the historic substance of the First High School, Wayland, Middlesex County, Massachusetts (the Building), by establishing standards and procedures for maintenance and improvements in accordance with the principles established in the Preservation Restriction to which this is appended.

### 2. GENERAL PROVISIONS

In view of the importance to the Town of preserving the Building's character and integrity, both with respect to the Building and in context with its surroundings, the following general guidelines shall apply:

**2.1** The exterior of the east, north and south elevations of the Building shall be maintained and not altered in scale, materials and design to the overall architectural character of the Building, except subject to prior Wayland Historical Commission review and approval. The rear/ west elevation has two small single-story additions both of which can be removed and a new addition may be constructed provided it conforms in scale, materials and design to the overall architectural character of the Building, subject to prior Wayland Historical Commission review and approval.

**2.2** Necessary reconstruction or replacement of any portion of the Building shall reproduce the existing exterior features and components, except as specifically indicated in these Guidelines. The Building may not be elevated from its original foundation height, or have its roofline raised.

### 3. GENERAL REQUIREMENTS AND REVIEW PROCEDURES

#### 3.1 Work Subject to Review

**3.1.1** Approval by the Wayland Historical Commission is not required for ordinary maintenance and repair of existing fabric in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 CFR 67 and 68, hereinafter the "Secretary's Standards") and these Guidelines. The right to maintain and repair shall mean the use by the Owner of in-kind materials, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Building. The right to maintain and repair shall not include the right to make changes in appearance, materials, and workmanship from that existing prior to the maintenance and repair without the prior approval of the Wayland Historical Commission. Large-scale repair or replacement of cladding or roofing is not considered ordinary maintenance and requires prior review and approval.

**3.1.2** All other non-maintenance changes and additions to the Building are subject to review by the Wayland Historical Commission. Approval of any proposed work must be granted in writing by the Wayland Historical Commission in advance of the commencement of construction.

### **3.2 Review Standards and Procedures**

**3.2.1** Review procedures, including those conducted for emergency repair and replacement shall generally be conducted in accordance with applicable provisions of the following:

**3.2.2** The Secretary's Standards.

**3.2.3** Determinations by the Wayland Historical Commission relating to work subject to review shall be based on the primary objective of retaining the substance and character of the Building, in accordance with the provisions of Paragraph 2 of these Guidelines.

### **3.3 Submittal and Documentation Requirements**

Material required for review may include such documentation as scale drawings, renderings, specifications, and product descriptions and samples.

### **3.4 Qualifications of Consultants and Contractors**

**3.4.1** All design work shall be performed by an architect currently licensed in Massachusetts, preferably with historical renovation and reconstruction experience.

**3.4.2** Any construction that takes place in the Main Block, except simple maintenance projects, shall be performed by contractors currently licensed in Massachusetts, preferably with a minimum of five years' experience in historical renovation and reconstruction.

## **4. BUILDING RENOVATION AND CONSTRUCTION STANDARDS**

### **4.1 General Standards**

**4.1.1** All products, components, and materials shall be of the best quality.

**4.1.2** Reconstruction of existing portions of the Building shall reproduce existing construction.

**4.1.3** New construction shall maintain the scale, proportions, detailing and general character of the existing Building.

### **4.2 Specific Standards for the Exterior of Main Block**

The following standards are included to establish a general level of quality for all work, and are considered essential to achieve the primary objective for the Building.

**4.2.1 Paint:** Changes in exterior paint colors are allowed. Colors should be historically appropriate and storms should match window sash color.

**4.2.2 Siding:** Maintain all original or historically significant siding on Building, as determined by the Wayland Historical Commission. Replacement siding, if needed, must be wood and match the existing clapboard in width and profile.

**4.2.3 Roof material:** New roofing must use slate shingles similar in size to existing.

**4.2.4 Chimneys:** The chimney must be maintained in its entirety. If repointing is needed, the mortar must match the joint profile and color of existing mortar, and be of a composition that is similar or compatible to the existing mortar. If replacement bricks are required, they must match the existing in color and size.

**4.2.5 Foundation:** Maintain stone foundation.

**4.2.6 Dormers and Skylights:** New dormers and skylights are not permitted.

**4.2.7 Trim and Decoration:** Maintain original trim as possible, replace-in-kind if necessary.

**4.2.8 Windows:** All of the windows must retain configuration of double hung sash with lights corresponding to existing. Window replacements must be reviewed and approved by the Wayland Historical Society. New windows used must be good quality, historically appropriate single-glazed true-divided windows that maintain the muntin pattern of other windows on the Building. Location of new windows must conform to the overall pattern of window spacing on the Building and be inserted where historically accurate and appropriate.

**4.2.9 Storm windows:** Storm windows are allowed without approval. Storm windows should match the color of the underlying window surround and the meeting rails should align with the meeting rails of the window sash.

**4.2.10 Shutters:** There have been no shutters on this Building and it is not recommended to add shutters.

**4.2.11 Doors and storm doors:** Original doors must be restored if possible and if not, must be replaced-in-kind; design to be approved by the Wayland Historical Commission. Replacement of non-original doors must be wood, and be compatible in design, and finish of existing historic doors, as approved by the Wayland Historical Commission. Storm doors are not permitted on the front (east) elevation, but are otherwise allowed provided they are as visually minimal as possible, including use of full-light panels to maximize visibility of the underlying doors, as approved by the Wayland Historical Commission.

**4.2.12 Building-Attached Lighting Fixtures:** Light fixtures may be used but must be minimal in appearance, appropriate to the Building.