

## Meeting of the Select Board and Water Commission

Monday, February 28, 2022 7:00 PM

School Administration Building

2<sup>nd</sup> Floor School Committee Conference Room

30 Whittier Court, Andover, MA 01810

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I. Call to Order – 7:00 P.M.

II. Opening Ceremonies

A. Moment of Silence/Pledge of Allegiance

III. Communications/Announcements/Liaison Reports

IV. Citizens Petitions and Presentations

ANDOVER TOWN CLERK  
ROUD 2022 FEB 24 PM4:13

V. Regular Business

A. COVID-19 Update

Board to receive an update on COVID-19 including a discussion on masking.

B. School Building Updates

- West Elementary / Shawsheen Preschool
- Andover High School

C. Investment Committee

Board to receive an update on Pension Obligation Bonds from the Chair of the Investment Committee.

D. Preservation Restriction

Board to review and consider voting to approve and accept a Preservation Restriction at 18 William Street.

E. American Rescue Plan Act (ARPA)

Board to vote to go into session to act as Water Commissioners and receive an update on the American Rescue Plan Act Framework.

F. Excess Levy Capacity Policy Framework – 2<sup>nd</sup> Reading

Town Manager to present Excess Levy Capacity Policy Framework.

**VI. Consent Agenda**

**A. Appointments by the Town Manager**

Board to vote that the following appointments by the Town Manager be approved.

<b>Department</b>	<b>Name</b>	<b>Position</b>	<b>Rate/Term</b>	<b>Date of Hire</b>
Community Services – Youth Services	Chenara Lam	Seasonal	\$21.00/hr	3/04/2022
Community Services – Elder Services	Karen Stow-Doucette	Temporary Kitchen Assistant	\$19.98/hr	3/02/2022
Community Services – Recreation	Matthew Wilen	Kid Care Assistant Group Leader 1	\$14.25/hr	2/21/2022

**VII. Executive Session**

Board to move to go into Executive Session pursuant to Purpose 3 for confidential communication with Town Counsel to discuss strategy with respect to litigation filed by William Fahey, and to vote to approve and not to release Executive Session Minutes of November 29, 2021, December 13, 2021, January 5, 2022, January 12, 2022 and February 15, 2022, and not to reconvene in open session, and that the Chair declare that an open session may have a detrimental effect on the litigation position of the Town.

**VIII. Adjourn**

*If any member of the public wishing to attend this meeting seeks special accommodations in accordance with the Americans with Disabilities Act, please contact Kathryn Forina in the Town Manager's Office at 978-623-8215 or by email at [kathryn.forina@andoverma.us](mailto:kathryn.forina@andoverma.us)*

MEETINGS ARE TELEVISED ON  
COMCAST CHANNEL 22 AND VERIZON CHANNEL 45



# TOWN OF ANDOVER

Town Offices  
36 Bartlet Street  
Andover, MA 01810  
(978) 623-8200  
[www.andoverma.gov](http://www.andoverma.gov)

To: Andrew Flanagan  
Town Manager

From: Thomas Carbone  
Director of Public Health

TC

Date: February 22, 2022

Re: Town Building Mask Mandate

As you are aware, I anticipate that the School Committee will adopt a new policy concerning mask use when it meets on March 3, 2022, and that the mask mandate in the schools will be removed as of 5:00 PM on Friday, March 4<sup>th</sup>.

With that in mind, it is my recommendation that the Select Board, at its meeting of February 28, 2022, consider similar action. Currently, the Select Board has required mask use in all municipal buildings, including both office spaces and special purpose spaces such as the Robb Center, Cormier Youth Center, and Memorial Hall Library.

Case numbers in Andover have been dropping regularly over the past two months, and our town-wide immunization rate is now at 80%. When the Board first initiated this mask mandate, we were anticipating the uptick in cases related to the Delta Variant, and then the Omicron Variant; we are well past those case surges. The Town-wide immunization rate was 70% at the beginning of September, with no one under the age of 12 years being immunized; today, 61% of persons aged 5 to 11 years is fully vaccinated, and we have many residents that have been ill with Covid-19, holding at least a temporary immunity.

I recommend that the Select Board lift its mask requirement in all town buildings, effective at 5:00 PM on Friday, March 4, 2022. Persons choosing to wear a mask may continue to do so, and all persons in transportation vehicles and buses must continue to wear a mask until such time as the federal mandate in those settings is removed.

JOHNSON &  
BORENSTEIN, LLC  
ATTORNEYS AT LAW

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Mark B. Johnson (MA, NH, DC)  
Donald F. Borenstein (MA, ME, NH)

Patrick M. Groulx (MA, NH)  
Gordon T. Glass (ME, MA)  
Pamela M. Coufos (MA)  
Allison L. Colton (MA)

Of Counsel  
Robert W. Lavoie (MA, NH)  
Richard J. Byers (MA)

Paralegals  
Karen L. Bussell  
Lianne Patenaude  
Ellen M. Melvin  
Tina M. Wilson  
Sharon M. Hart

February 22, 2022

Andrew Flanagan, Town Manager  
Town of Andover  
36 Bartlet Street  
Andover, MA 01810

Re: 18 William Street – Preservation Restriction

Dear Andrew:

Enclosed you will find a Preservation Restriction in a form which has been approved by the Massachusetts Historical Commission, signed by the Andover Preservation Commission, approved as to form by the Zoning Board of Appeals and reviewed by Attorney Urbelis.

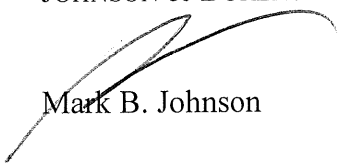
I have enclosed a copy of the letter from the Mass. Historic Commission. You will also find enclosed my draft Certification of title that will be delivered to the Town upon the recording of the Preservation Restriction. I have also enclosed a copy of a Mortgage Subordination Agreement which will be attached to the Preservation Restriction at the time of recording.

I would appreciate you placing this on the next Selectperson's agenda.

Should you have any questions, please feel free to contact me.

Very truly yours,

JOHNSON & BORENSTEIN, LLC

  
Mark B. Johnson

MBJ~klb  
Enclosures  
pc: Thomas J. Urbelis, Esq.



## The Commonwealth of Massachusetts

July 30, 2021

William Francis Galvin, Secretary of the Commonwealth  
Massachusetts Historical Commission

Mark B. Johnson, Esq.  
Johnson & Borenstein, LLC  
12 Chestnut St  
Andover MA 01810

RE: Draft Preservation Restriction Agreement, 18 William St (aka Waugh House), Andover, Massachusetts (MHC # ANV.1418)

Dear Mr. Johnson:

Staff of the Massachusetts Historical Commission (MHC) have reviewed the revised draft Preservation Restriction Agreement for the above-referenced property submitted to our office in response to MHC's letter of April 30, 2021. The following comments are provided under the MHC's approval authority for preservation restrictions under M.G.L. Chapter 184, Section 32.

The MHC is prepared to approve the preservation restrictions on the Clarence and Hazel Waugh House, 18 William Street, Andover, conditional upon incorporation of the following comments:

- 1) Page 12. Paragraph 18. Line 6. Please revise the end of the sentence to "...attached hereto and incorporated herewith as **Exhibit F.**"

No further review by MHC is required. Once the agreement is in final form it may be executed by all parties, and the Assent by Mortgagor completed. The agreement may then forwarded to the MHC for signature approval. Before forwarding, please review to assure all notary signature verifications have been correctly completed, as notary errors and omissions are common, and the MHC will return agreements for corrections if there are any irregularities. Once approved we will return the agreement to you for recording at the registry of deeds.

Please don't hesitate to contact me if you have any questions regarding the comments included in this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Steinitz", written over a horizontal line.

Michael Steinitz  
Deputy State Historic Preservation Officer  
Director, Preservation Planning Division  
Massachusetts Historical Commission  
Michael.steinitz@sec.state.ma.us  
978-836-2438 (mobile)

Xc (by email): Karen Herman, Andover Preservation Commission

## CERTIFICATE OF CONVEYANCE

I hereby certify on this \_\_\_ day of \_\_\_\_\_, 2022, this Preservation Restriction Agreement for the premises located at 18 William Street, Andover, Massachusetts, was conveyed to the Town of Andover, by and through the Andover Preservation Commission, free and clear of all liens and encumbrances, except for the following items, there are no holders of any interest in the land:

### Financial Liens

Mortgage to Patricia Stapinski in the amount of \$653,500.00 dated April 1, 2020 and recorded with the Essex North District Registry of Deeds at Book 16250, Page 99.

**Note: Patricia Stapinski has executed a Subordination Agreement subordinating her mortgage to the Preservation Restriction Agreement.**

### Other Matters of Record

Subject to and together with a right of way over a proposed street noted in Deed recorded with Essex North District Registry of Deeds in Book 13861, Page 91, for all purposes for which streets or ways are commonly used in said Andover.

Easement by American Woolen Company to New England Telephone and Telegraph Company dated March 5, 1926 and recorded in Book 520, Page 134.

Easement by American Woolen Company to Lawrence Gas & Electric Company, dated December 23, 1926 and recorded in Book 529, Page 487.

Restrictions and easements set forth and referenced in deed dated August 29, 1927 and recorded in Book 535, Page 28, Plan No. 692.

Restrictions and easements set forth and referenced in deed dated September 25, 1933 and recorded in Book 572, Page 260, Plan No. 879 and

Restrictions, easements and other rights reserved, set forth and referenced in deed dated October 17, 1933 and recorded in Book 577, Page 296.

The Restrictions and Easement set forth in the documents recorded at Book 535, Page 28, Book 572, Page 260 and Book 577, Page 296 are no longer in effect and do not affect the project as permitted.

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Mark B. Johnson  
(Attorney for Grantor)

(Space Above this Line Reserved for Registry of Deeds)

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### PRESERVATION RESTRICTION AGREEMENT

The parties to this Agreement are the Town of Andover, by and through the Andover Preservation Commission, located at 36 Bartlett Street, Andover, Massachusetts, hereinafter referred to as the Grantee, and Carlos Arzeno and Diana Arzeno, having a residence at 18 William Street, Andover, Massachusetts, hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements thereon known as the Clarence and Hazel Waugh House, located at 18 William Street in Andover, Massachusetts, hereinafter referred to as the “Parent Parcel”, which is described in Grantor’s Deed recorded at the Northern Essex Registry of Deeds in Book 16250, Page 97, and in **Exhibit A**, attached hereto and incorporated herein by this reference. The portion of the Parent Parcel containing the Clarence and Hazel Waugh House, said portion hereinafter referred to as the “Premises”, is depicted as “Lot 98-Host Lot” on a plan entitled “Plan of Land in Andover, Massachusetts Prepared for Carlos and Diana Arzeno 38 Shipway Place Charlestown, Massachusetts 02129”, dated January 10, 2020, prepared by Merrimack Engineering Services, a copy of which is attached hereto and incorporated herein by reference as **Exhibit B**. For Grantor’s title see Deed recorded at the Northern Essex Registry of Deeds in Book 16250, Page 97;

WHEREAS, the Grantor wishes to impose certain restrictions, obligations, and duties upon it as the owner of the Premises and on the successors to its right, title, and

interest therein, with respect to maintenance, protection, and preservation of the Clarence and Hazel Waugh House (the “House”) located on the Premises in order to protect the architectural, archaeological, and historical integrity thereof;

WHEREAS, the Grantee is a government body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under the Act;

WHEREAS, the Preservation Restriction is in accordance with the Andover Zoning Board of Appeals (“ZBA”) Decision No. Z-20-164, dated December 1, 2020;

WHEREAS, the Preservation Restriction is in accordance with ZBA Decision No. Z-20-10 & Z-20-25 & Z-20-83, dated September 4, 2020;

WHEREAS, the House is a contributing property to the Shawsheen Village Historic District, listed in the National and State Registers of Historic Places on February 9, 1979, is historically significant for its architecture, associations, and/or archaeology, and qualifies for the protections of a Perpetual Preservation Restriction under M.G.L. Chapter 184, §§ 31-33;

WHEREAS, the preservation of the Premises with the House is important to the public for the enjoyment and appreciation of its architectural, archaeological, and historical heritage and will serve the public interest in a manner consistent with the purposes of M.G.L. Chapter 184, §§ 31, 32 and 33, hereinafter referred to as the Act; and

WHEREAS, the Premises and House are documented on a Massachusetts Historical Commission Inventory Form B prepared by the Andover Preservation Commission and dated February 28, 2021, a copy of which is attached hereto and incorporated herein by reference as **Exhibit C**.

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Grantee the following preservation restrictions which shall apply in perpetuity to the Premises. These preservation restrictions are set forth so as to ensure the preservation of those characteristics which contribute to the architectural, archaeological, and historical integrity of the House on the Premises.

Characteristics which contribute to the architectural, archaeological, and historical integrity of the House include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the House, including those characteristics which

originally qualified the House for listing in the State and National Registers of Historic Places and the Andover Historic Building Survey. The terms of the Preservation Restriction are as follows:

1. MAINTENANCE OF PREMISES: After the completion of the work authorized by the ZBA pursuant to Decision No. Z-20-164, dated December 1, 2020, and recorded with the Registry in Book 16680, Page 285, and Decision No. Z-20-10 & Z-20-25 & Z-20-83, dated September 4, 2020, and recorded with the Registry in Book 16525, Page 68, which decisions are attached to this Agreement as **Exhibit D** and are hereby incorporated by reference, including subdividing the Parent Parcel into two parcels, one of which (Lot 98-Host Lot/the Premises) will contain the House, in substantial conformity with the Plot Plan prepared by Merrimack Engineering Services, dated January 10, 2020, on file with the ZBA (referred to herein as the “Plan”); the Grantor and its successors and assigns shall be responsible for the continued maintenance, repair, and administration of the exterior of the House and Premises so as to preserve the characteristics which contribute to the architectural, archaeological, and historical integrity of the House and Premises in a manner satisfactory to the Grantee according to the Secretary of the Interior’s “*Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings*” (36 C.F.R. 67 and 68), as these may be amended from time to time (hereinafter “the *Secretary’s Standards*”). The Grantor may seek financial assistance from any source available to it. The Grantee does not assume any obligation for maintaining, repairing, or administering the Premises.

2. INSPECTIONS: The Grantor agrees that the Grantee may inspect the exterior of Premises from time to time, upon reasonable notice, to determine whether the Grantor is in compliance with the terms of this Agreement.

3. INSURANCE: Grantor shall keep the Premises insured by an insurance company rated “A” or better by Best’s for the full replacement value against loss from perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage. The Grantor shall deliver to the Grantee, within ten (10) business days of the Grantee’s written request thereof, certificates of such insurance coverage.

Provided, however, that whenever the Premises are encumbered with a mortgage or deed of trust, nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

4. ALTERATIONS: The Grantor agrees that no exterior alterations, changes, or additions shall be made to the House and Premises, unless such alteration, change, or addition (a) is approved as a minor modification by the Andover Preservation Commission; (b) is authorized by the Andover ZBA Decisions; (c) is clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological, or historical integrity of the House; (d) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor (in its review the Grantee will apply the *Secretary's Standards* to all proposed work); or (e) required by casualty or other emergency promptly reported to the Grantee. Ordinary maintenance and repair of the House may be made without the written permission of the Grantee. For purposes of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair shall be governed by the terms of the Restriction Guidelines relating to exterior of the structure, which are attached to this Agreement as **Exhibit E** and hereby incorporated by reference. Notwithstanding anything to the contrary contained herein, Grantor shall have the right to make any renovations, alterations, and/or changes to the interior of the House and to conduct minor routine landscaping activities on the Premises as defined by Restriction Guidelines without obtaining any consent or approval from the Grantee.

4.1 REVIEW OF GRANTOR'S REQUESTS FOR APPROVAL: Grantor shall submit to the Grantee for the Grantee's approval of activities proposed relative to the terms set out in Section 4 two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the Grantee a timetable for the proposed activity sufficient to permit the Grantee to monitor such activity. Within forty-five (45) days of the Grantee's receipt of any plan or written request for approval hereunder, Grantee shall certify in writing that (a) it approves the plan or request; or (b) it disapproves the plan or request as submitted, in which case the Grantee shall provide

Grantor with written suggestions for modification or a written explanation for the Grantee's disapproval. Any failure by the Grantee to act within forty-five (45) days of the receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Grantee of the plan or request as submitted and to permit Grantee to undertake the proposed activity in accordance with the plan or request submitted, so long as the request sets forth the provisions of this Section relating to deemed approval after the passage of time provided nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.

4.2 STANDARDS FOR REVIEW: In exercising any authority created by this Preservation Restriction Agreement to inspect the Premises, to review any construction, alteration, repair, or maintenance, or to review casualty damage or to reconstruct or approve reconstruction of the House or additions thereto following casualty damage, the Grantee shall apply the *Secretary's Standards*.

4.3 ALTERATION, ADDITION, AND MODIFICATION IN THE EVENT OF DAMAGE: In the event of damage to the historic structure, by natural causes or otherwise, such that the historic structure cannot be repaired, the Grantor will notify Grantee within fourteen (14) days of such damage and may perform temporary reconstruction, so as to prevent further damage. Subject to the conditions and requirements of Sections 4, 4.1, 4.2, 4.4, and 4.5 of this Preservation Restriction, Grantor may rebuild on the lot, provided that the new dwelling does not contain more than the same interior floor area as the historic structure (the House), and meets one of the following: (i) the new dwelling is placed in the existing footprint; or (ii) the new dwelling is built in conformity with the zoning side, front, and rear setbacks in effect at the time of rebuilding.

4.4 CASUALTY DAMAGE OR DESTRUCTION: In the event that the House or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction, such notification shall include 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 House and to protect public safety, shall be undertaken by Grantor without Grantee's prior written approval of the work. Within thirty (30) days of the date of damage or destruction, a

report shall be prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Grantee, which report shall include the following: (i) an assessment of the nature and extent of the damage; (ii) a determination of the feasibility of the restoration of the House and/or reconstruction of damaged or destroyed portions of the House; and (iii) a report of such restoration/reconstruction work necessary to return the House to the condition existing at the date hereof.

4.5 REVIEW AFTER CASUALTY DAMAGE OR DESTRUCTION: If, after reviewing the report provided in Section 4.4 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, Grantor and Grantee agree that the Purpose of the Preservation Restriction Agreement will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the House in accordance with 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 provided in Section 4.4 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, Grantor and Grantee agree that restoration/reconstruction of the House is impractical or impossible, or agree that the Purpose of the Preservation Restriction would not be served by such restoration/reconstruction, Grantor may, with the prior written consent of the Grantee, demolish, remove, or raze the House or construct new improvements on the Premises subject to the requirements of Section 4.1 and 4.2 of this Preservation Restriction Agreement and all in accordance with applicable laws and regulations. If, after reviewing the report provided in Section 4.4 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, Grantor and Grantee are unable to agree that the purpose of the Preservation Restriction Agreement will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect.

5. PROHIBITED ACTIVITIES: The following acts or uses are expressly forbidden on, over, or under the Premises, except as otherwise conditioned herein:

a. after subdividing the Parent Parcel into two parcels, the House shall not be demolished, removed, or razed except as provided in Section 4, 4.1, 4.2, 4.3, 4.4, and 4.5, above;

b. no new structures, including, but not limited to, satellite receiving dishes (small rooftop dishes excluded), camping accommodations, or mobile homes, shall be erected or placed on the Premises hereafter except for temporary structures required for the maintenance or rehabilitation of the Premises, such as construction trailers;

c. the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Premises;

d. other than the creation of the 2 lots as shown on the Plan attached as **Exhibit B** the Premises shall not be further divided or subdivided; and

e. no above ground utility transmission lines, except those reasonably necessary to serve the House on the Premises, may be created on the Premises, subject to utility easements already recorded.

6. INDEMNIFICATION; TAXES; LIENS:

6.1 INDEMNIFICATION: Grantor hereby agrees to pay, protect, indemnify, hold harmless, and defend at its own cost and expense, Grantee, its agents, directors, and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorney's fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person; physical damage to the Premises; the presence or release in, on, or about the Premises, 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, pollution, or contaminating substance; or other injury or other damage occurring on or about the Premises, unless such injury or damage is caused by 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 Section, the amount of such indemnity, until discharged, shall constitute a lien on the Premises 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 or deed of trust given in connection with the promissory note secured by the Premises.

6.2. TAXES: Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Premises unless Grantor timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. Grantee is hereby authorized but in no event required or expected, to make or advance upon three (3) days prior written notice to Grantor in the place of Grantor, any payment relating to taxes, assessments, water rates, sewer rentals, and other governmental or municipality charge, fine, imposition, or lien procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale, or forfeiture. Such payment if made by Grantee shall constitute a lien on the Premises 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 or deed of trust given in connection with a promissory note secured by the Premises.

6.3 LIENS: Any lien on the Premises created pursuant to any paragraph of this Restriction may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien. Provided, however, that no lien created pursuant to this Restriction shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Premises.

7. GRANTEE'S REMEDIES: 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 Premises and House to the condition and appearance required under this Restriction. 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 its 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's, architectural, engineering, and/or 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.

8. NOTICES:

8.1 NOTICE FROM GOVERNMENT AUTHORITIES: Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Premises received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

8.2 NOTICE OF PROPOSED SALE: Grantor shall promptly notify Grantee in writing of any proposed sale of the Premises. Grantor shall provide new owners with a copy of this restriction and provide the opportunity for Grantee to explain the terms of the Restriction to potential new owners prior to sale closing.

9. RESTORATION OF STRUCTURE: If, during the subdivision of the Parent Parcel into two parcels, the House is destroyed, or its exterior historic features are damaged beyond repair, and it is found that the historic structure cannot be saved; then the Grantor and Grantee may agree to seek the extinguishment of this Preservation Restriction Agreement following the terms of Section 15 of this Preservation Restriction Agreement and all the requirements of the Act and the applicable laws of the Commonwealth for extinguishment.

10. VALIDITY AND SEVERABILITY: The invalidity of M.G.L. Chapter 184 or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

11. RECORDING: The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and to file a copy of such recorded instrument with the Grantee.

12. RESTRICTIONS SHALL RUN WITH THE LAND: The burden of these restrictions shall run with the land and shall be binding on all future owners of the interest therein. The right of enforcement shall be as provided for in the Act.

Anything contained herein to the contrary notwithstanding, an owner of the Premises shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Premises by reason of a bona fide transfer. The restrictions, stipulations, and covenants contained herein shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Premises or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Premises.

13. INTERPRETATION: The following provisions shall govern the effectiveness, interpretation, and duration of this Agreement.

a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Premises shall not apply in the construction or interpretation of this Restriction and 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 pursuant to the Act, but the invalidity of such statute or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether or not this instrument be unenforceable 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 ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or

regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

14. RECORDING AND EFFECTIVE DATE: The terms of this Agreement shall not take full force or effect until approved and signed by the Massachusetts Historical Commission, Andover Preservation Commission, and the Andover Select Board and recorded with the proper Registry of Deeds.

15. EXTINGUISHMENT: Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Premises may make impossible the continued use of the Premises for the purpose of this Preservation Restriction Agreement and necessitate extinguishment of the Preservation Restriction Agreement, provided, however, that no such extinguishment shall prevent the Grantor from rebuilding the dwelling in accordance with Section 4 hereof. Such a condition may include, but is not limited to, partial or total destruction of the House resulting from casualty. Such an extinguishment must meet all the requirements of the Act and the laws of the Commonwealth for extinguishment, including approvals following public hearings by the Town of Andover and by the Massachusetts Historical Commission to determine that such extinguishment is in the public interest.

16. BASELINE DOCUMENTATION: Original, archival quality, photographic prints of the high-resolution baseline photographs included herewith as part of **Exhibit C**, together with the digital electronic photographic files, shall be maintained by the Town of Andover and the Andover Preservation Commission at Town of Andover municipal offices, together with a numbered list of the photographs indicating photographic view and date taken, said photographic documentation to be used in the administration and enforcement of the purpose and terms of this Preservation Restriction Agreement. An additional copy of the baseline documentation shall be filed with the Massachusetts Historical Commission.


17. ARCHAEOLOGICAL ACTIVITIES: The conduct of archaeological activities on the Premises, 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. c.9, Sec. 27C, 950 C.M.R. 70.00).

18. SUBORDINATION OF PRIOR LIENS: Grantor represents and warrants to Grantee that the Property is not subject to any mortgages, liens, or leases prior in right to this Restriction other than the following: Mortgage granted by Carlos Arzeno and Diana Arzeno to Patricia Stapinski, recorded with Essex North District Registry of Deeds in Book 16250, Page 99. Patricia Stapinski has subordinated Patricia Stapinski's mortgage to this Restriction with the Assent attached hereto and incorporated herewith as **Exhibit F**. Grantor agrees not to enter into or permit other mortgages, liens or leases affecting the Property prior in right to this Restriction.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 19 day of January, 2022.

GRANTOR

  
\_\_\_\_\_  
Carlos Arzeno

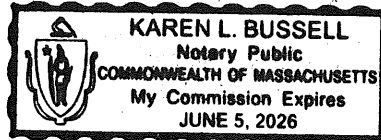
  
\_\_\_\_\_  
Diana Arzeno

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 19<sup>th</sup> day of January, 2022, before me, the undersigned notary public, personally appeared Carlos Arzeno, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the personal whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Karen L. Busse  
Notary Public: Karen L. Busse  
My Commission Expires: June 5, 2026

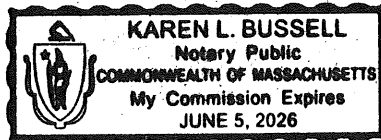


COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 18<sup>th</sup> day of January, 2022, before me, the undersigned notary public, personally appeared Diana Arzeno, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the personal whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Karen L. Busse  
Notary Public: Karen L. Busse  
My Commission Expires: June 5, 2026



APPROVAL AND ACCEPTANCE BY THE ANDOVER SELECT BOARD

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted pursuant to Massachusetts General Laws, Chapter 184, Section 32, on \_\_\_\_\_, 2022.

ANDOVER SELECT BOARD

By \_\_\_\_\_  
Christian C. Huntress, Chair

By \_\_\_\_\_  
Alexander J. Vispoli, Vice Chair

By \_\_\_\_\_  
Richard T. Howe, Clerk

By \_\_\_\_\_  
Ann W. Gilbert, Member

By \_\_\_\_\_  
Laura M. Gregory, Member

COMMONWEALTH OF MASSACHUSETTS

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

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Christian C. Huntress, Chair of the Andover Select Board, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the personal whose name is 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:

COMMONWEALTH OF MASSACHUSETTS

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

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Alexander J. Vispoli, Vice Chair of the Andover Select Board, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the personal whose name is 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:

COMMONWEALTH OF MASSACHUSETTS

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

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Richard T. Howe, Clerk of the Andover Select Board, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the personal whose name is 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:

COMMONWEALTH OF MASSACHUSETTS

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

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Ann W. Gilbert, Member of the Andover Select Board, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the personal whose name is 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:

COMMONWEALTH OF MASSACHUSETTS

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

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Laura M. Gregory, Member of the Andover Select Board, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the personal whose name is 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 BY THE ANDOVER PRESERVATION COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted pursuant to Massachusetts General Laws, Chapter 184, Section 32, on January 12, 2022.

ANDOVER PRESERVATION  
COMMISSION

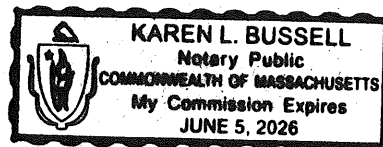
By Karen M. Herman  
Karen M. Herman, Chair

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 12<sup>th</sup> day of January, 2022, before me, the undersigned notary public, personally appeared Karen M. Herman, Chair and Authorized Signatory of the Andover Preservation Commission proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the personal whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Karen L. Buswell  
Notary Public: Karen L. Buswell  
My Commission Expires: June 5, 2026



APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

MASSACHUSETTS HISTORICAL  
COMMISSION

By \_\_\_\_\_  
Brona Simon  
Executive Director  
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

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

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Brona Simon, Executive Director of the Massachusetts Historical Commission, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the personal whose name is 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:

Exhibit A

Legal Description of Parent Parcel

Source: Northern Essex Registry of Deeds, Book 16250, Page 97

A certain tract of land with the buildings thereon situated in Andover, County of Essex and Commonwealth of Massachusetts, more particularly described as follows:

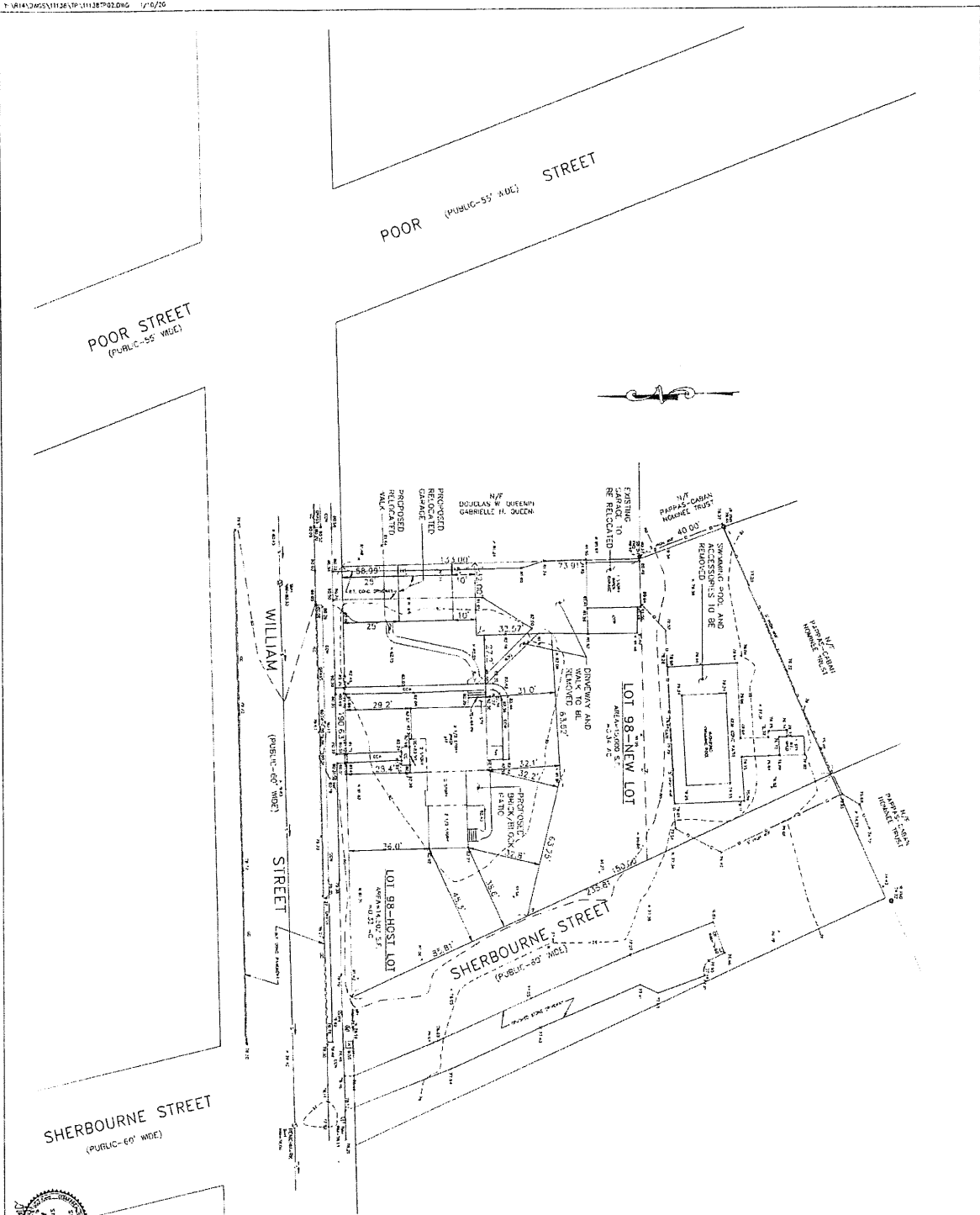
A certain tract of land with the buildings thereon situated in that part of Andover known as Shawsheen Village, the location of which is shown on a plan entitled "Plan D showing property owned by Textile Realty Co., Shawsheen Village, Andover, Mass., June 1932, John Franklin, C.E.," recorded with the North District of Essex Registry of Deeds as Plan No. 879, said premises being more particularly bounded and described as follows:

Commencing at a point in the southerly line of William Street one hundred eight feet westerly from its intersection with the westerly line of Poor Street; thence running Southerly by land formerly of Graham, more recently of Wilson, one hundred thirty-three feet; thence turning and running somewhat southeasterly by land of one Schulze forty feet to a point; thence turning and running Westerly or Southwesterly one hundred nineteen and 4/10 feet to the easterly line of a proposed street as shown on said plan two hundred thirty-five and 81/100 feet to William Street; thence turning and running Easterly by said William Street one hundred ninety and 63/100 feet to the point of beginning.

Exhibit B

“Plan of Land in Andover, Massachusetts Prepared for Carlos and Diana Arzeno 38  
Shipway Place Charlestown, Massachusetts 02129”, dated January 10, 2020, prepared by  
Merrimack Engineering Services”

[see attached]



**PLAN OF LAND**  
 IN  
 ANDOVER, MASSACHUSETTS  
 PREPARED FOR  
**CARLOS AND DIANA ARZENO**  
 OF 58 PARK STREET  
 CHANDLER, MASSACHUSETTS 02239  
 DATE: JANUARY 10, 2020

SCALE: 1" = 20'  
 7th AND 7th 480 ADDRESS 218 WILLIAM ST.  
**MERRIMACK ENGINEERING SERVICES**  
 66 PARK STREET 9200  
 ANDOVER, MASSACHUSETTS 01810  
 PHONE: 978.686.5555 FAX: (978) 475-1448  
 EMAIL: MERRIMACK@AOL.COM

- NOTES**
1. SET TOWN OF ANDOVER ASSASSIONS MAP 52 LOT 98 AND FLOOR 1000, PAGE 41 ENDSITE FROM SITE
  2. TOPOGRAPHIC DATA BASE IS 2001 H.A.V.D. ESTABLISHED BY C-2. BOUNDARY IS S.W.4 MARSHOLE RIV LOCATED ON WILLIAM ST. 11.87/0.6
  3. ZONING: DISTRICT S8A
- LEGEND**
- ① 3/4" 1/4" MARKER
  - STY 1" STY
  - DC CONC 6" CONC
  - CDW 6" CONC
  - ② 3/4" 1/4" MARKER
  - STY 1" STY
  - DC CONC 6" CONC
  - CDW 6" CONC

Exhibit C

Andover Historic Building Survey – Inventory Form

[see attached]

**FORM B – BUILDING**

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

52-98

Lawrence

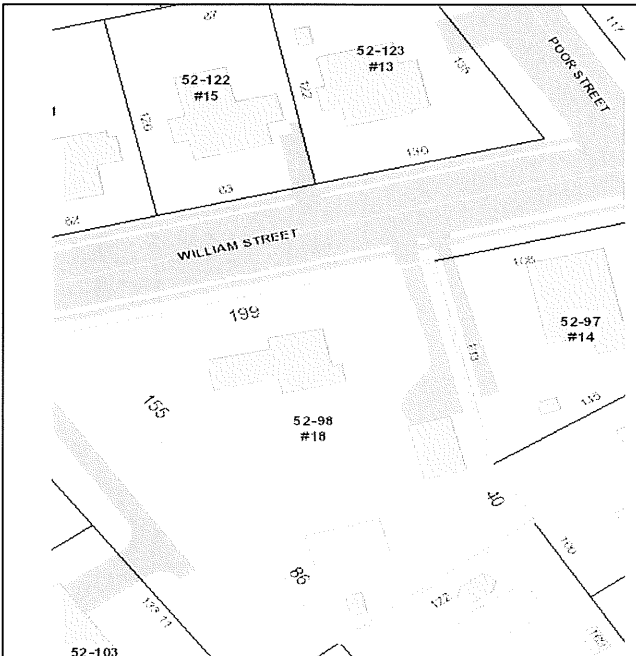
ANV.A

ANV.1418

**Photograph**



**Locus Map**



**Town/City:** Andover

**Place:** (*neighborhood or village*): Shawsheen Village-Frye Village

**Address:** 18 William Street

**Historic Name:** Clarene & Hazel Waugh House

**Uses:** Present: Single-Family Residential

Original: Single-Family Residential

**Date of Construction:** 1922-23

**Source:** ERDS, ENRDL

**Style/Form:** Tudor Revival

**Architect/Builder:** Clifford Allbright

**Exterior Material:**

Foundation: stone

Wall/Trim: brick veneer/wood

Roof: slate

**Outbuildings/Secondary Structures:** brick garage

**Major Alterations** (*with dates*): Vinyl Replacement Windows

**Condition:** Good

**Moved:** no  yes  **Date:**

**Acreage:** 0.667 acre

**Setting:** residential

**Recorded by:** Batchelder, Herman, Greene, Daum  
**Organization:** Andover Preservation Commission  
**Date** (*month / year*): 1980, 6/24/2015, 2/28/2021

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

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.*

**Architectural Style:** Tudor Revival with Colonial Revival elements. Two steeply pitched gable faces dominate the front (north) façade, with a smaller similarly-pitched gabled entry porch with colonial revival features protruding from right side of the left hand gable. Grouped windows, a rounded arch window, varied eave heights and a prominent chimney stack are all present and all indicative of the Tudor Revival style.

**Form:** Cross gable with two dominant forward-facing gables separated by a short connecting ell.

**General:** 18 William Street, from the exterior is a very well-preserved example of a brick Tudor Revival cottage from the early 1920s.

Although the assessors' records list this house as having a brick veneer, there is evidence that it may be of solid masonry construction. The brick was laid in Flemish bond which would imply two wythes of brick. The treatment of window and door apertures may also suggest solid masonry construction. Over every window and door opening (besides the front door) is a horizontal course of bricks set in rowlock position. Below each window is a course of headers. There is also an entire course of rowlock set bricks which travel around the perimeter of the house directly above the basement windows at the level of the first floor. Additionally, there are no visible 'weep holes' at the base of the exterior walls which one would expect with a veneer application. There is also the weight of an expansive slate roof to contend with which may have led to the designer opting for solid brick walls to carry the increased load. Regardless of these considerations, further investigation would have to be done to determine whether the walls employ a brick veneer or are solid masonry.

The double-hung sash and casement windows are replacement vinyl windows with simulated divided lights in a style compatible with the original windows. Many having less common muntin configurations such as 4/6, 4/4 and 6/9. Besides the windows in the shed dormers, there are no exterior window casings, the window frames being recessed into their respective brick apertures. On the dormer windows, there is a small applied cornice molding on the outer edge of the casing, which forms a drip cap above each window and then follows down each side casing to the sill.

The roof of both the house and the detached garage are covered in slate, as are the walls and roofs of the shed dormers which extend out each gable roof plane on the house. The gutters and downspouts are copper.

The foundation is fieldstone rubble.

### **Elevations**

The following detailed description of the elevations will proceed starting with the primary (north) elevation. From there it will proceed clockwise around the house. The same will be done for the detached garage. Each elevation will be addressed element by element (east gable, connecting ell, west gable etc.) describing details from the basement floor to the attic space, left to right.

#### **North Elevation (Primary Façade)**

*West (right-hand) cross gable:* At the basement level there is a 3 pane awning window centered on the gable peak. At the ground floor is a 6/9 double-hung sash window also centered on the gable peak. To the right of this window, near the corner of the wall is a grouping of four 15 fixed-pane (5x3) windows. There is a piece of flat board trim forming a lintel feature above these windows recessed in the brickwork, and there are horizontal panels below the windows. The wooden panels are two recessed horizontal panels horizontally aligned so that each panel spans two windows. At the second floor level there is a single 6/6 double-hung window centered on both the gable peak and on the 6/9 window on the first floor. At the third floor level is another centered, small single small window. It is tall and thin and is a 1/1 double-hung sash.

The chimney stack rises up at the junction of the west cross gable (just described) and the connecting ell. There is a row of headers followed by a row of soldiers corbelled out at the top below the cap supports. There is also an iron S-shaped element in the center of the chimney at about the level of the attic floor. It is possible this is the end of a reinforcing rod or other system designed to reinforce the connection of the stack to the house.

*The connecting ell:* At the first floor level there is a single 6/9 double-hung. There is a 6/6 double-hung on the second floor directly above the first floor window.

*East (left-hand) cross gable:* This cross gable is dominated by a smaller projecting gable of the same pitch which extends forward about 8' from the primary gable wall. It is on the right-hand side of the larger gable, and serves the function of an entrance "porch." The entrance itself is colonial revival, with fluted pilasters, full entablature and a broken pediment with urn. Directly above the front door at the second-

floor level is a colonial revival arched double-hung window. There is a lower moveable sash of 9 panes and an upper fixed sash of three panes surmounted by four panes in a fan pattern.

The main face of the left-hand cross gable contains similar features as found elsewhere on the north elevation. At ground floor level there is a pair of adjoining 4/6 double-hung windows. Above them at the second floor level is a single 6/6 double-hung window, and at the attic level is a smaller 4/4 double-hung window centered on the gable peak.

#### **East Elevation**

The view from the east is dominated by the massive slate roof of the eastern cross gable, and the slate roof and outer wall of the shed dormer on its east side.

At the basement level, there are three 3 pane awning windows. Two are grouped close together just left of center, and one is further towards the right (northeast) corner. At ground level, two brick steps lead to an enclosed brick entry porch on the extreme left (southeast corner of house). The flared roof of this porch extends the existing eave of the cross gable giving the impression of a flared eave from the rear (south) of the house. The trim work surrounding the aluminum storm door is colonial revival and consists of sidelights over single (vertically oriented) panels.

To the right of this small secondary entrance is a triple window grouping consisting of three 8 pane casements. To the right of this, and centered above the right-hand awning window at basement level is a 6/9 double-hung sash.

At the second floor level are three 6/6 double-hung sash in the shed-roofed dormer. They are symmetrically placed on the face of the dormer wall and equidistant from one another. Two stove/soil pipes project from the roof of the shed dormer near its center.

#### **South Elevation**

*East (right-hand) cross gable:* At the basement level, there is an aluminum bulkhead door to the left, and a 3 pane awning window to the right. At the ground floor level there is a triple window consisting of three 4/6 double-hung sash to the left of center, and a double window consisting of two 4/6 double-hung sash to the right. Additionally at this level, there is a tall thin window in the side of the secondary entrance porch on the east elevation.

At the second floor level there is a 6/6 double-hung window (above the triple window on the ground level) on the left, and a double window consisting of two 4/4 double-hung windows to the right (above the double window on the ground floor). At the attic level there is a smaller 4/4 double-hung window centered on the gable peak.

*The connecting ell:* At the basement level there is a 3 pane awning window. At the ground level there is a 6/9 double-hung window, and at the second floor level is a 6/6 double hung window. The windows on all three floors are vertically aligned.

*West (left-hand) cross gable:* At the cellar level there is a single awning window centered on the gable peak.

At the ground floor level there is an entrance on the left side accessed by several brick steps. The entrance employs the same trim detailing seen on the north elevation, being flanked by the same type of 15 fixed-pane windows over a recessed horizontal panel. The door itself is a 12 light door (4X3) over a single horizontal panel. A similar lintel trim piece as seen on the north elevation extends over both the casements and the door. To the right of the entrance is a 6/9 double-hung window centered on the gable peak. There is an identical window further to the right at the point where the wall of the cross gable meets the wall of the connecting ell.

At the second floor level there is a 6/6 window centered on the peak of the gable, and two more identical 6/6 windows to the right over the other 6/9 window on the ground floor. At the attic level is a similar small window as seen on the north side of this gable. Tall and thin, it is also centered on the gable peak and is a 1/1 double hung sash.

#### **West Elevation**

Much like the east elevation, the west elevation is dominated by the large slate roof of the western cross gable and the walls of the attached shed dormer.

The first floor level is filled entirely with the same 15 fixed-pane windows seen on this same room from the north and south. Six of such windows span virtually the entire width of the eaves side of the house at ground level, with the same trim lintel above and similar recessed horizontal panels beneath (3).

At the second floor level is a double window consisting of two 4/4 double-hung windows in the shed dormer.

#### **Detached Garage**

The detached garage is a simple gable-roofed structure of brick, although the roof is not pitched as steeply as that of the house. The roof is also of slate. Like the house, the brick bond used is Flemish bond, and there are rows of rowlocks above each window and door aperture and rows of headers below the window apertures.

On the north (front) side of the garage there are two square-paneled overhead garage doors. Each has six square panes above 18 square panels beneath arranged three high by six across. Centered above the garage doors and on the gable peak is an arched blind window. On the east elevation are two 8 pane awning windows set up high on the wall and more or less centered on the same.

On the south elevation the only aperture is a small window at 'attic' level centered on the gable peak. It is a 1/1 double-hung window.

Windows on the west elevation mirror those on the east elevation, however there is also a simple board door at the southern end of the west elevation with flat board trim.

#### **Features (Exterior/Interior) to be Retained Related to Historic Integrity**

Historic integrity is both the measure of the authenticity of a historic structure, and the ability of a property to convey its significance. Integrity in this context is defined by seven types; Location, Design, Setting, Materials, Workmanship, Feeling and Association. There are visible architectural elements and elements that may be presumed to exist that can be noted as worth retaining at 18 William Street in order to preserve historic integrity. The following list will detail these elements and call out the type(s) of historic integrity which will be served by retaining or restoring them (in italics):

- Elements pertaining to the structure (Including the foundation and framing) - *Integrity in workmanship, materials, design.*
- Historic cladding, including the original brick siding and slate roofing. – *Integrity in materials, workmanship.*
- Historical interior wall and ceiling surfaces - *Integrity in workmanship, materials.*
- The character-defining historically significant interior/exterior trim - *Integrity in design, workmanship, materials, association and feeling.*
- Historically significant specialty craft elements such as historically significant doors, original windows, and window and door hardware - *Integrity in design, workmanship, feeling, materials.*
- Historically significant floor surfaces – *Integrity of materials, craftsmanship feeling.*
- Spatial organization of rooms and hallways - *Integrity of design and feeling.*
- The current location of the house should be retained - *Integrity of location and setting.*

### **Interior Architectural Description**

The original interiors of the house are relatively intact, the only significant structural change is the removal of the partition between the Kitchen and the Dining Room, creating a large open undefined space typical of the contemporary trend for open plan casual living. Other than cosmetic changes to finishes, the house reflects the gracious layout of medium-sized Colonial Revival houses typical of circa 1920 suburban America.

#### **Vestibule and Foyer**

The entry is at the center of the north side of the house into a low-ceiling vestibule below the central stair landing. To the east is a small powder room, to the west, a coat closet. The interior doors are two-panel painted doors with a simple cyma panel moulding and a recessed flat panel. The floor of the vestibule is a new stone tile, possibly replacing an earlier tile floor. Passing from under the stair landing, three steps up lead to the Foyer, a double-height space which the second-floor landing overlooks. The walls of the space are divided into vertical panels with applied panel moldings lying directly on the plaster. The panels arise from just above the baseboard to a height aligning with the tops of the architraves on the doors to adjacent rooms. Surrounding the stair, the heights of the panels are consistent with the panels under the

#### **Second Floor landing**

A belt course molding, aligning with the second-floor level, caps the panels around the stair.

The Foyer, or Stair Hall, has a grand stair to the second floor rising from west to east. The bottom tread is a cur-tailed tread and the handrail, which appears to be maple, follows the same spiral curve. The natural finish newel post is an attenuated Doric column of about 3 feet in height; the painted balusters are simple non-tapered dowels, three per landing on the straight treads and two each on the winders. As the stair rises, the northwest and northeast corners of the Foyer are quarter circles in plan and the adjacent treads are winders. The landing, at the twelfth tread vertically, spans over the vestibule between the walls of the Closet and Powder Room below. The cased opening below the landing leading from the Foyer to the vestibule has a simple Georgian Revival architrave. A frieze panel with a stylized classical design spans between the top of the architrave at the opening's head and the flooring of the landing. Flanking this frieze panel are a pair of stylized classical brackets in fretwork, similar to the design within the frieze panel. Five additional curving treads lead from the landing to the second floor, completing the 180-degree circuit around the perimeter of the Foyer. Centered on the landing, over the front door, an arched double-hung window is placed within a deeply splayed paneled reveal. The lower sash is three lights high by three lights wide. The upper arched sash has three lights above the meeting rail aligning with the lights in the lower sash, and is topped by four segmental lights surrounding a central half-round light in a fan pattern. The panels on the jambs and arch have a narrow stiles and rails, a simple cyma panel molding and flat panel. The archivolt surrounding the arch meets the ceiling and the top of the curved molding is clipped as well as interrupting the cornice of the foyer.

#### **Living Room**

The Living Room sits to the west of the Foyer through a wide cased opening. It should be noted that this room is situated in the narrow west wing of the house and that it has windows on both its long north and south sides and a wide glazed French door at the short west end leading to a glazed sun porch. The walls have a low wainscot with a simple flat chair rail with a bead at its upper and lower edges, and applied panel moldings similar to the moldings in the Foyer. The three double-hung windows along the south wall have architraves that extend through the wainscot to sit upon plinth blocks like the door architraves. There are thin applied panels below the window stools. The painted cornice is a small cavetto above a cyma reversa picture molding. A fireplace in the center of the long western exterior wall has a painted brick hearth and surround. The mantle is a typical Georgian Revival mantle with a bolection molding framing the brick surround. There is an inset flat panel above the bolection surround flanked by a pair of flat French-style brackets. The projecting mantle shelf is a traditional three-piece Classical

cornice comprising a bed mold with a thin bead, cavetto and ovolo supporting a corona with a shallow congé on its underside, and capped by a graceful cyma recta.

#### **Library**

A wood-paneled library occupies the front part of the house to the east of the Stair Hall. The species appears to be gumwood, which is typical of other houses in the neighborhood. The long south wall of the room has seven tall panels similar in proportion and profile to the painted panels in the Stair Hall. There are simple brass sconces typical on the period on the second and sixth panels from east to west. A double-hung window is centered on the east wall, flanked to each side by two panels. On the North wall, a pair of mulled double-hung windows is centered between two partial height bookcases with adjustable shelves on inset metal standards. The bookcases and the radiator cover below the windows are capped by a two-piece rail molding comprised of a bead, cavetto and torus supporting an ovolo and pair of thin fillets. The top of the radiator cover sits just below the window stool. There is a panel below each of the windows in the face of the cover topped by a bronze grille woven in a Roman "X and diamond" pattern. The cut-out at the base spans across the entire front and has subtle quarter round curves at each end. The cornice is the same profile seen in the Living and Dining Rooms, though unpainted and stained to match the panels and casework.

#### **Dining Room**

The dining room sits to the south of the Stair Hall and is reached through through a wide cased opening with a simple Georgian Revival Architrave. In the Northeast and North West corners of the Dining room are a pair of corner cabinets. These cabinets each have a single glazed door above a shorter pair of recessed panel door for the lower cabinet. Though the upper cabinet door is square, inset within it is an arched window, four lights wide by four lights high topped by a six-pane fanlight. The room has the same low wainscot and window architraves as the Living Room. On the west wall, a lone double-hung window has been replaced by a pair of glazed sliding doors, which have simulated divided lights similar in proportion to the other windows on the house. The wall between the Dining Room and Kitchen has been removed creating an awkward transition between the spaces. The new flooring in the kitchen is slightly higher than the original floor in the Dining Room and has a continuous saddle spanning along the east side of the Dining Room.

#### **Kitchen**

The Kitchen has been recently renovated in a style typical of the early 21<sup>st</sup> Century.

#### **Second Floor Stair Hall**

The Second Floor landing faces North, overlooking the stair and has a view to the North out the arched window on the stair landing. The First Floor cornice is repeated in this space. There is a simple two-piece painted baseboard and plaster walls. The maple handrail terminates next to the Master Bedroom door on an unusual applied wooden cartouche of seemingly Eastlake design.

#### **Master Suite**

To the west, over the Living Room, is the Master Bedroom. The suite is entered through a door in the west wall of the Foyer/Stair hall. On the left is the Master Bath and a short corridor leads to the Master Bedroom. This room, like the Living Room below has windows to the North and South. To the west, a pair of closets flank an inglenook over the sunporch. The baseboard is the same as in the upstairs hall, but the cornice is a small one-piece molding.

The other bedrooms on the second floor have similar details to the master bedroom and the bathroom has been renovated.

#### **Third Floor**

The third floor stair railing is a simple utilitarian shape. The newels are 4 x 4 posts with a curved pyramidal top. The railing is an unadorned painted 1 x 4 on the vertical axis. Balusters, like those on the main stair are non-tapered dowels.

The third floor bathroom has the original fir floor. The original claw-foot tub has been reglazed and the new tub filler and hand sprayer are in a style compatible with the era of the house. The wall-hung lavatory is original and appears to have its original finish. Like the tub, the faucet set, though new, is in a period appropriate style.

#### **General Notes**

Interior trim is typical of Georgian Revival detailing and there is a clear hierarchy of moldings from the grander rooms on the first floor to the more private spaces on the second. The baseboard in the Foyer, Dining and Living Rooms is a two-piece, with a tall flat board capped by a cavetto with thin beads at its lower and upper termini. It is approximately 6" tall. As mentioned before, the cornice is a two-piece with a larger cavetto over a cyma reversa. Architraves are relatively flat Georgian style moldings with a small fillet at the jamb, a shallow step close to the jamb and shallow backband consisting of a small bead, a cavetto and bead at the trailing edge. For both the doors and windows, the architraves are approximately 4 ½" wide,

Doors/Door hardware (workmanship/materials): Many of the doors in the original structure appear to be original (recessed, flat two-panel doors). Door hardware is difficult to assess as the locksets had been removed throughout the house for cleaning and not yet reinstalled. The owner has stated that he is completing their cleaning himself.

Windows: Windows have been replaced with vinyl windows with simulated divided lights in a style compatible with the original windows, though sight lines have been reduced as the new windows are inserts within the original frames.

## **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.*

William Street was originally named Warwick Street when Shawsheen Village was laid out. The name was changed by a vote at a special Town Meeting on November 13, 1922 in memory of William M. Wood Jr., son of William M. & Ellen (Ayer) Wood, who died in an automobile accident on Aug. 15, 1922.

This home was built as part of the Shawsheen Village development 1918 – 1924 by William M. Wood, President of the American Woolen Company. Wood hired about eight different architects to design the homes and structures for the village. Homes were sold or rented through the Homestead Association who had offices in the Post Office building on the corner of North Main & Poor Streets.

Clifford Allbright, architect, designed 18 William Street as well as many other buildings in Shawsheen Village: 348-362 North Main St.,-The Aberdeen-Merchants Building 1923, - Kenilworth St. #s 16 & 21 - William St. #s 18,19,20,21,22,23, – Poor St. #76, - Kensington St. #s 1, 2,3,5,8,9, Riverina Rd., #s 14,16,18,20,22,24,26,28. Balmoral St. # 33, and Argyle St, # 2, 8,9,12,14,15, 16,18] The map General Plan of Shawsheen Village (1923) Keys notes each building with the architect's code.

Allbright was born April 9, 1883 24 Virginia St., Dorchester, MA, son of Henry G. & Emma F. (Park) Allbright. Clifford Allbright had his own practice at 137 Newbury St, rm. 506 Boston, MA. He married Emma Caroline Bentley b. Jan. 13, 1891 in Somerville, MA, daughter of George W. & Emma A. Bentley. His WWI registration lists him as, 5' 8", 175 lbs, blue eyes, blond hair, and as a Federal Employee for the War Dept. Construction Division, Washington D.C. He and wife Emma live at 728 Quebec St. NW in D.C. Emma died on Dec. 18, 1918 and is interred in Cedar Grove Cemetery, Dorchester, MA. Allbright returns to Boston and lives with his in-laws at 226 Bay State Rd. George Bentley died Oct. 11, 1929. The 1930 census lists Allbright and mother-in-law Emma at that address. Emma Bentley dies in 1931. Allbright then moves to 190 Boston Post Rd. in Weston, MA. After WWII he is employed with Strickland & Strickland and lives at Bush Hill Rd. in Milton, MA. In 1957 only Charles R. Strickland is noted at the firm. Clifford Allbright died on Jan. 5, 1961.

After the death of William M. Wood in Feb. 1926 most of the residential and commercial buildings were then sold. Some were held by the Wood family in the "Arden Trust" and others with the American Woolen Company, which had been deeded the property in December 1920. The A.W.Co. Board of Directors authorized its President, Lionel J. Noah, to deliver all deeds, as deemed necessary to the Textile Realty for sale on Dec. 29, 1931.

The Textile Realty then transferred ownership to the Andover Shawsheen Realty Company on June 30, 1932, holding the mortgage on the properties. T. Edwin Andrew, treasurer, was authorized to sell or rent the properties. With the Great Depression sales were sluggish and many homes were rented until the economy rebounded.

The first occupants of record seem to be Clarence & Hazel Waugh as there is no listing of this home in the directories of 1923 and 1926. This property was sold directly to Clarence S. Waugh, via his wife, Hazel G. Waugh on Aug. 29, 1927 by the American Woolen Company. The deed states with buildings and includes the basic restrictions place in all the deeds sold in the Village development. Clarence was a wool buyer for the American Woolen Co. The 1943 directory also lists Jean Waugh, in research with Sun Oil Co. and Joan a student. The Waugh family owned the property for 27 years.

Paul A. & Margaret S. Crane purchased the home on July 16, 1954. They were from Keene, NH. Paul is listed as a Manufacturer. The Crane family held the property for 17 years then selling to Arthur J. & Julia F. Turesky on Feb. 19, 1971.

Carlos and Diana Arzeno purchased the home March 2, 2020.

## **BIBLIOGRAPHY and/or REFERENCES**

Essex County Registry Deeds, Salem, MA  
Essex Northern Registry Deeds, Lawrence, MA  
Andover Maps, 1852, 1872, 1888, 1906, 1926  
Andover Street Directories

See Map plan #704 - American Woolen Company - Sept. 1927

#692 Map - AWCo

#879 - June 1932 - Textile Realty Company

Owners;

Henry P. Binney - Apr. 24, 1919 - b. 398 p. 52 - 9.86 acres

American Woolen Company - Dec. 30, 1920 - b. 435 p. 215

Hazel G. Waugh - Aug. 29, 1927 - b. 535 p. 28

Felicia Scholik - Jan. 2, 1937 - b. 604 p. 313 - deed transfer

Clarence S. Waugh, wife Hazel G. - Jan. 2, 1937 - b. 604 p. 314

Paul A. & Margaret S. Crane - July 16, 1954 - b. 795 p. 31

Arthur J. & Julia F. Turesky - Feb. 19, 1971 - b. 1169 p. 279

Julia F. Turesky - Sept. 13, 2012 - b. 13116 p. 150

Julia F. Turesky Revocable Trust - May 27, 2014 - b. 13861 p. 91

Julia F. Turesky Revocable Trust, Julia and Scott D Turesky Tr. - b. 16025 p. 167

Julia F. Turesky - Oct. 2, 2019 -- b. 16025 p. 214 Homestead

Carlos & Diane Arzeno - Mar. 2, 2020 - b. 16250 p. 97



PHOTO 1 NORTH ELEVATION 1-15-2021



Photo 1 Northeast Elevation 1-15-2021



Photo 4 North Elevation Entry 1-15-2021



Photo 5 North Elevation Detail 1-15-2021



Photo 5 Northwest Elevation 1-15-2021



Photo 6 Southwest Elevation 1-15-2021



Photo 7 South Elevation 1-15-2021



Photo 8 Southeast Elevation 1-15-2021



Photo 9 East Elevation 1-15-2021

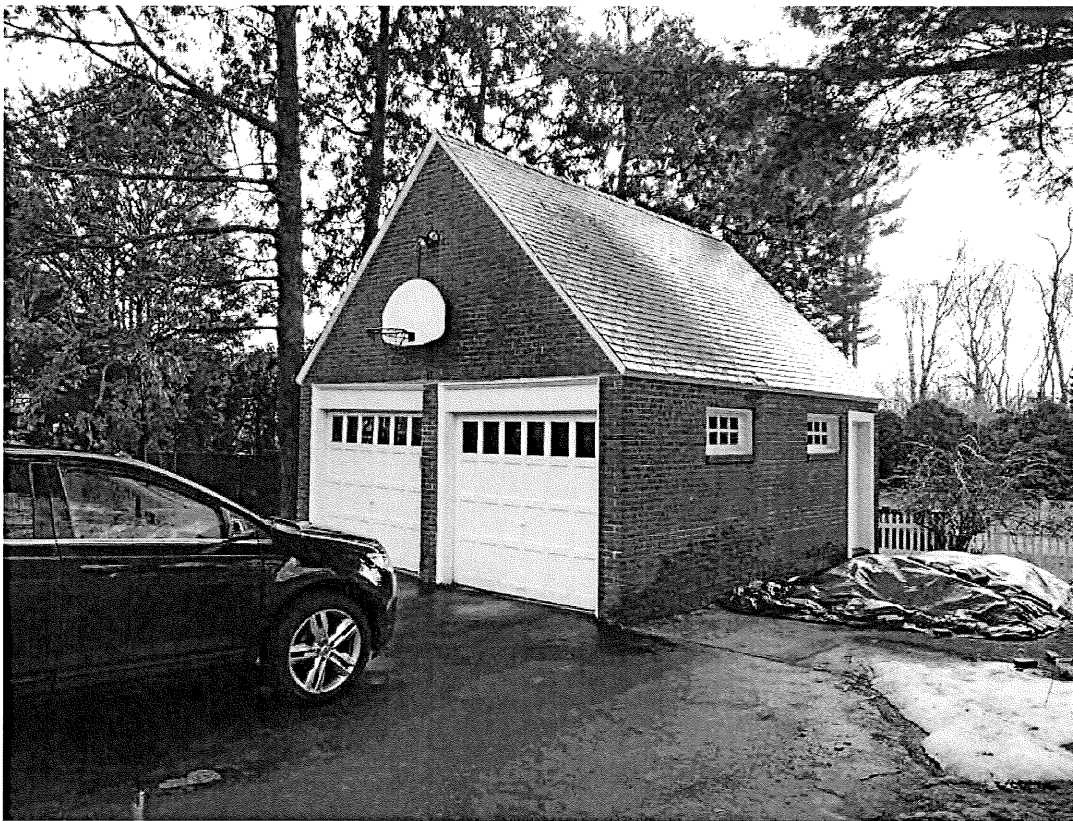


Photo 1 Garage Northwest Elevation 1-15-2021

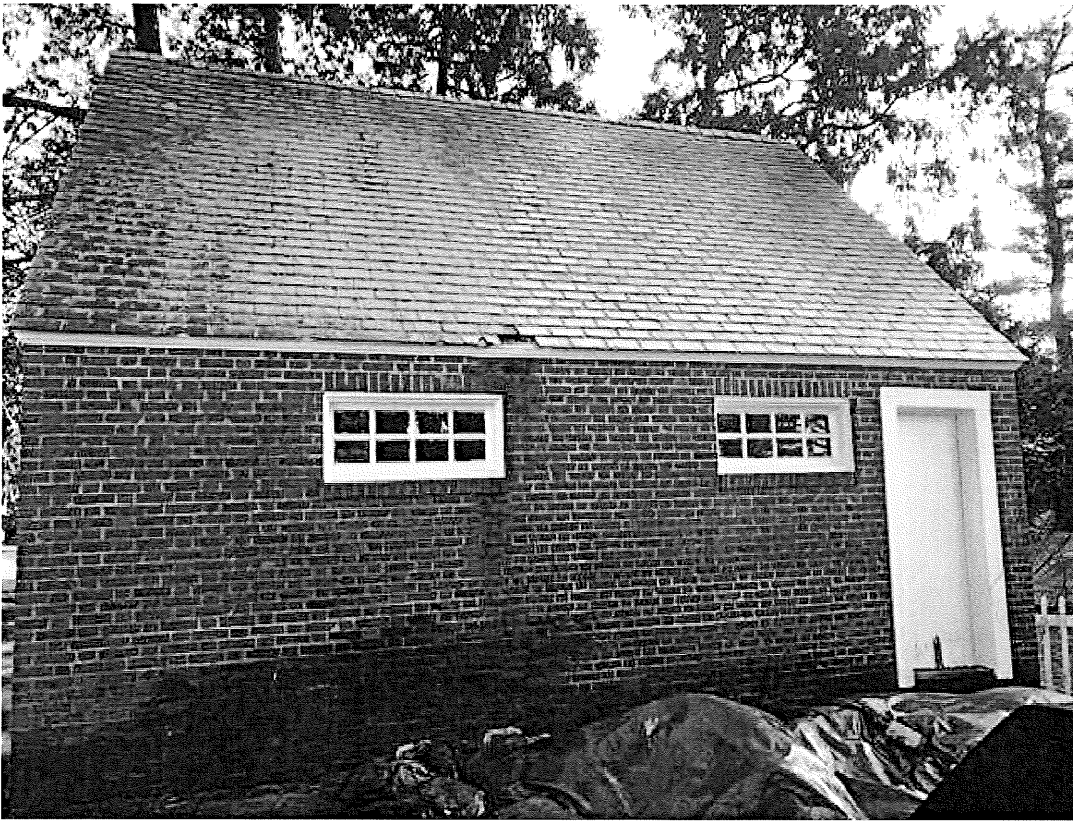


Photo 2 Garage West Elevation 1-15-2021

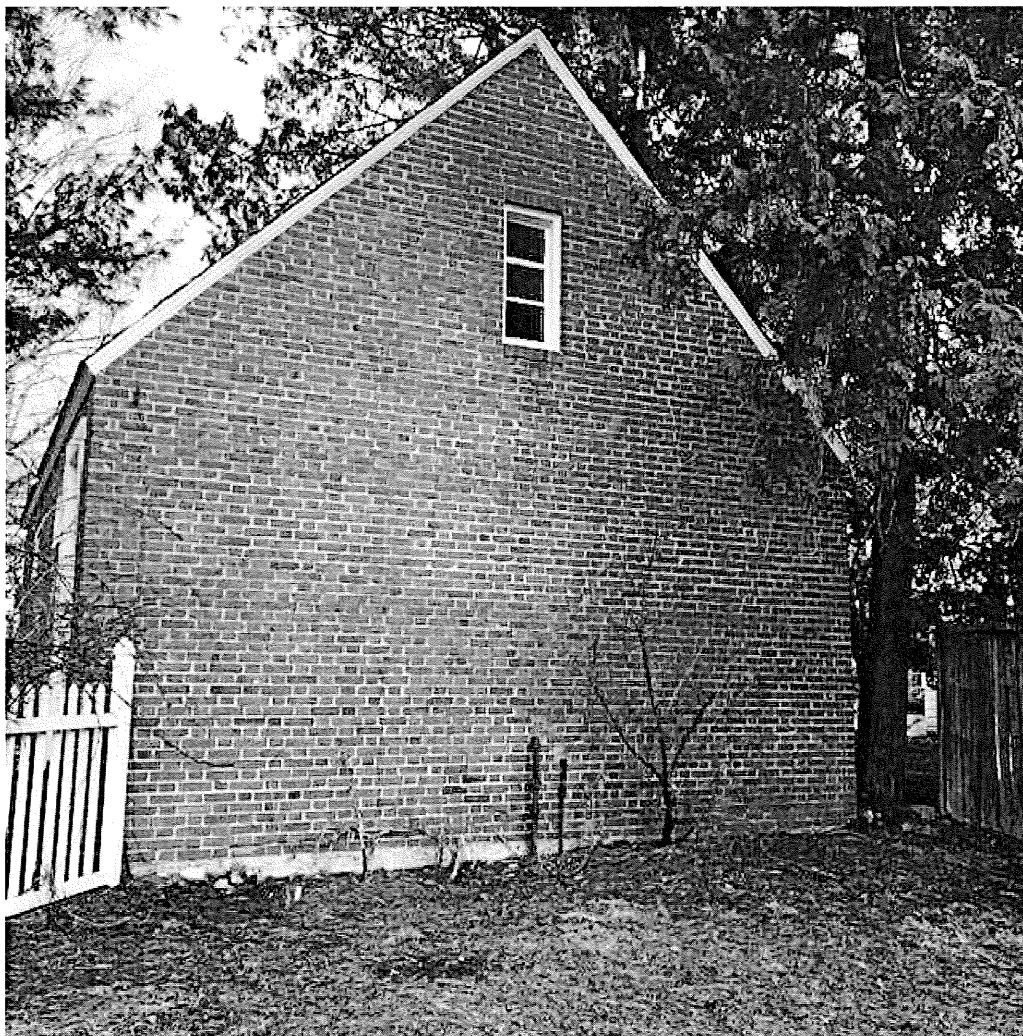


Photo 2 Garage South Elevation 1-15-2021

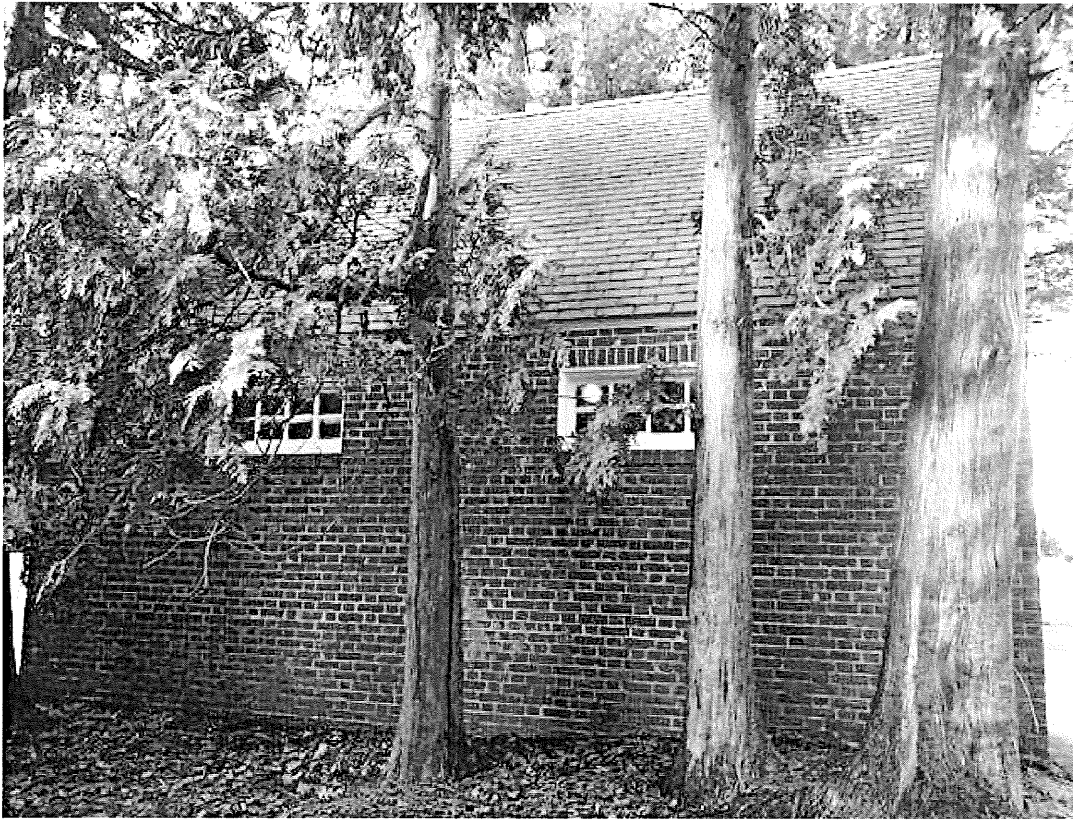
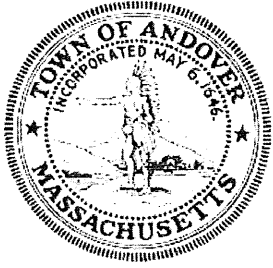


Photo 4 Garage East Elevation 1-15-2021

Exhibit D

Decisions No. Z-20-164 and Z-20-10 & Z-20-25 & Z-20-83 of the Zoning Board of Appeals, Andover, Massachusetts

[see attached decisions]



BK 16680 Pg 285 #07424  
12-08-2020 @ 11:10a  
Essex North Register

**DECISION OF THE  
ZONING BOARD OF APPEALS  
ANDOVER, MASSACHUSETTS**

(Space above reserved for **Registry of Deeds**)

(Space below reserved for **Town Clerk**)

**Decision Number:** Z-20-164

**Date Application Filed:** January 13, 2020

**Applicant:** Carlos Arzeno and Diana Arzeno

**Premises Affected:** Land and buildings 18 William Street  
Located in Zoning District SRA  
Town Assessor's Map 52, Lot 98  
Essex North Registry of Deeds Book 16025, Page 167

**Owner of Record:** Carlos Arzeno and Diana Arzeno  
18 William Street  
Andover, MA 01810

**Relief Requested:** Modification of Decision Z-20-10 & Z-20-25 & Z-20-83

**Public Notice:** Notice published in the Andover Townsman on October 22 & 29, 2020 and notice sent by mail, postage prepaid, to all interested parties pursuant to the provisions of Massachusetts General Laws.

**Public Hearing(s) held:** November 5, 2020

**Decision of the Board:** Modification of the special permit Z-20-10 & Z-20-25 & Z-20-83 was GRANTED.

**Members participating:** Oltman, McDonough, Faulk, Keller, Novaria

**Date of Decision:** December 1, 2020

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TOWN OF ANDOVER, MASS

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12-28-20

## **I. FACTS PRESENTED AT THE PUBLIC HEARING**

A public hearing was held virtually at [www.andovertv.org](http://www.andovertv.org) on Thursday, November 5, 2020 on the Petition of Carlos Arzeno and Diana Arzeno for a modification of the special permits Z-20-10, Z-20-25, Z-20-83 to clarify a previous decision which conditioned the occupancy permit for the existing historic dwelling on the Host Lot to the creation of the New Lot. Present were: Elizabeth Oltman, Chair; Carol McDonough, Clerk, Lisa Rechisky, Kathy Faulk, and Ellen Keller, Members; Michael Novaria and David Guerette, Associate Members.

Attorney Mark B. Johnson of Johnson & Borenstein, LLC, 12 Chestnut Street, Andover, MA appeared before the Board on behalf of the Applicant. Attorney Johnson explained that he believes that certain conditions in a prior decision of this Board were inadvertently inserted as the effect of the conditions would bar the issuance of an occupancy permit for the existing historic dwelling on the Host Lot which is being renovated until conditions concerning creation of the New Lot were complied with.

Attorney Johnson indicated that he believed that it was the Board's intent to condition the ability to obtain a building permit for the New Lot to the recording of the Preservation Restriction (which requires approval by the Zoning Board, the Andover Historic Preservation Commission, the Board of Selectmen, and the Massachusetts Historic Commission) and the recording of a plan creating the New Lot with access off of Sherbourne Street (which requires endorsement by the Planning Board. He indicated that he believed it was not the Board's intent to prevent occupancy of the existing, renovated historic Clarence and Hazel Waugh House until the Preservation Restriction and Plan were recorded.

Specifically, Attorney Johnson requested the Board modify conditions 2, 3, 4, 9, 11, 12, 13, 15 in the Zoning Board Decision which prevents the issuance of a Certificate of Occupancy for the Clarence and Hazel Waugh House until Conditions 1 through 14 are met. As written, the Decision effectively prevents occupation for the historic house currently being renovated for likely a year to two years, the expected time period for obtaining a Preservation Restriction acceptable to the State as well as Planning Board approval for the road. As written, the Decision requires both of these to occur prior to the creation of the New Lot which can only be created by the recording of a Form A plan. The Applicant believes that the Board's apparent concern can be satisfied by conditions which prevent a Building Permit from being issued for the proposed New Lot until both the ANR plan and Preservation Restriction are both recorded

Specifically, the application requested the following revisions to the following conditions:

2. All restoration and repair work to be performed on the Clarence and Hazel Waugh House as described in this Decision shall be done in accordance with the approval of the Andover Preservation Commission, all so as to ensure the preservation and integrity of the structure and to prevent deterioration due to neglect or disuse, intentional or otherwise. The existing house shall be secured and maintained in a good state of repair until such time as restoration work is completed.

3. The rights granted by this Special Permit shall be deemed to be exercised only upon the issuance of a certificate of occupancy for the Clarence and Hazel Waugh House in accordance with this Decision.

4. If the repair and restoration work on the Clarence and Hazel Waugh House is not successfully completed in accordance with this Decision as described in Condition #2 and 3, this Special Permit shall be null and void and the creation of the New Lot shall not be deemed to be approved. This issuance of a certificate of occupancy for the Clarence and Hazel Waugh House shall be conclusive evidence that Conditions 2 and 3 have been met.

8. When this decision of the Board of Appeals on the application for a dimensional special permit for historic preservation has become final and has been recorded at the Registry of Deeds, the plan upon which this decision is based shall be submitted to the Andover Planning Board for certification as an Approval Not Required (ANR) plan pursuant to Chapter 41, Section 81P of the Massachusetts General Laws. In the event that the plan requires action by the Planning Board prior to endorsement the Applicant shall commence the process within six months and shall seek any required waivers from the Andover By-law Subdivision Rules and Regulations for any improvements to Sherbourne Street.

10. No building permit for any house on the subdivided New Lot shall be issued until the ANR plan has been recorded at the Essex North District Registry of Deeds and the Preservation Restriction recorded per Conditions 11-2 below.

11. Within sixty (60) days following the effective date of this decision, the applicant and/or his legal representative shall contact the Massachusetts Historical Commission to begin the application process for the preservation restriction as required by Conditions #12-13 below.

12. The owner shall record at the Essex North District Registry of Deeds a historic preservation restriction for the Host Lot containing the Clarence and Hazel Waugh House in the form presented to and hereby approved by this Board, with such changes as may be approved by the Andover Preservation Commission. Such restriction shall also be approved and endorsed by the Andover Board of Selectmen and by the Massachusetts Historical Commission in accordance with Chapter 184, Section 32, of the General Laws, and shall at a minimum provide for conditions under which alterations, additions or modifications may be made, and in the event of damage to the Clarence and Hazel Waugh House on the Host Lot such that the historic structure cannot be repaired, the owner may rebuild on the lot, provided that the new dwelling does not contain more than the same interior floor area as the historic structure and meets one of the following requirements: (i) the new dwelling is placed in the existing footprint; or (ii) the new dwelling is built in conformity with the zoning side, front and rear setbacks in effect at the time of rebuilding. Any mortgagee shall subordinate its mortgage to this restriction. No Building Permit for the house on the subdivided New Lot shall be issued until the Historic Preservation Restriction has been recorded pursuant to this section.

13. The design of the new structure to be built on the subdivided New Lot shall be submitted to the Andover Preservation Commission, which shall review the design of the new structures, including factors relating to building massing, materials, siting, dimensions and setbacks as these factors relate to compatibility with the existing neighborhood. Approval of the design by the Andover Preservation Commission shall be required prior to the issuance of a building permit for each new structure. Any proposed changes to the design of any such structure

following approval thereof by the Commission shall also be submitted to the Commission for its review and approval as provided prior to issuance of a building permit for such structure.

14. . No Building Permit for the structure to be constructed on the subdivided New Lot shall be issued until all of the requirements of Conditions 1 through 14 above have been satisfied as to all of the Host Lot and New Lot and the requirements of Condition 14 have been satisfied as to the structure on the New Lot for which the Certificate of Occupancy is sought.

It being the intent that the historic Clarence and Hazel Waugh house can receive a certificate of occupancy at any time after the renovations are completed to the satisfaction of the Andover Preservation Commission.

In addition to the written application, the following documents and materials were received by the Board and considered at the public hearing:

- Decision Z-20-10, Z-20-25, Z-20-83 dated 9/4/20
- Quitclaim Deed dated 4-1-20, Book 16250, Page 97

The Board deliberated and voted to approve the following findings and decision at a public meeting held virtually at [www.andovertv.org](http://www.andovertv.org) on Monday, November 30, 2020. Present and voting were: Elizabeth Oltman, Chair; Carol McDonough, Clerk; Kathy Faulk and Ellen Keller, Members; and Michael Novaria, Associate Member.

## **II. FINDINGS AND DECISION OF THE BOARD**

The Board having reviewed the requested modification find that they are consistent with the Board's intent and the intent of the By Law and noted it was not the Board's intent to condition the ability to occupy the Clarence and Hazel Waugh House until the Presentation Restriction and plan has been recorded. Accordingly, the Board votes unanimously to grant modify the Decision concerning applications Z-20-10 & Z-20-25 & Z-20-83 to revise the following conditions, which refer to the Condition numbers in the prior decision:

2. All restoration and repair work to be performed on the Clarence and Hazel Waugh House as described in this Decision shall be done in accordance with the approval of the Andover Preservation Commission, all so as to ensure the preservation and integrity of the structure and to prevent deterioration due to neglect or disuse, intentional or otherwise. The existing house shall be secured and maintained in a good state of repair until such time as restoration work is completed.
3. The rights granted by this Special Permit shall be deemed to be exercised only upon the issuance of a certificate of occupancy for the Clarence and Hazel Waugh House in accordance with this Decision.
4. If the repair and restoration work on the Clarence and Hazel Waugh House is not successfully completed in accordance with this Decision as described in Condition #2 and 3, this Special Permit shall be null and void and the New Lot shall not be deemed to be approved. This issuance of a certificate of occupancy for the Clarence and Hazel Waugh House shall be conclusive evidence that Conditions 2 and 3 have been met.
8. When this decision of the Board of Appeals on the application for a dimensional special permit for historic preservation has become final and has been recorded at the Registry of Deeds, the plan upon which this decision

Carlos Arzeno and Diana Arzeno  
Decision No. Z-20-164

is based shall be submitted to the Andover Planning Board for certification as an Approval Not Required (ANR) plan pursuant to Chapter 41, Section 81P of the Massachusetts General Laws. In the event that the plan requires action by the Planning Board prior to endorsement the Applicant shall commence the process within six months and shall seek required waivers from the Andover By-law Subdivision Rules and Regulations for any improvements to Sherbourne Street.

10. No building permit for any house on the subdivided New Lot shall be issued until the ANR plan has been recorded at the Essex North District Registry of Deeds and the Preservation Restriction recorded .

11. Within sixty (60) days following the effective date of this decision, the applicant and/or his legal representative shall contact the Massachusetts Historical Commission to begin the application process for the preservation restriction as required by Condition #13 below.

12. The owner shall record at the Essex North District Registry of Deeds a historic preservation restriction in the form presented to and hereby approved by this Board, with such changes as may be approved by the Andover Preservation Commission. Such restriction shall also be approved and endorsed by the Andover Board of Selectmen and by the Massachusetts Historical Commission in accordance with Chapter 184, Section 32, of the General Laws, and shall at a minimum provide for conditions under which alterations, additions or modifications may be made, and in the event of damage to the Clarence and Hazel Waugh House on the Host Lot such that the historic structure cannot be repaired, the owner may rebuild on the lot, provided that the new dwelling does not contain more than the same interior floor area as the historic structure and meets one of the following requirements: (i) the new dwelling is placed in the existing footprint; or (ii) the new dwelling is built in conformity with the zoning side, front and rear setbacks in effect at the time of rebuilding. Any mortgagee shall subordinate its mortgage to this restriction. No Building Permit for the house on the subdivided New Lot shall be issued until the Historic Preservation Restriction has been recorded pursuant to this section.

13. The design of the new structure to be built on the subdivided New Lot shall be submitted to the Andover Preservation Commission, which shall review the design of the new structures, including factors relating to building massing, materials, siting, dimensions and setbacks as these factors relate to compatibility with the existing neighborhood. Approval of the design by the Andover Preservation Commission shall be required prior to the issuance of a building permit for each new structure. Any proposed changes to the design of any such structure following approval thereof by the Commission shall also be submitted to the Commission for its review and approval as provided prior to issuance of a building permit for such structure.

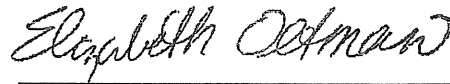
14. No Building Permit for the structure to be constructed on the subdivided New Lot shall be issued until all of the requirements of Conditions 1 through 14 above have been satisfied as to all of the Host Lot and New Lot and the requirements of Condition 14 have been satisfied as to the structure on the New Lot for which the Certificate of Occupancy is sought.

Other than as revised above this modification does not modify any other portions of the decision.

The Board voted to approve the requested modifications as outlined above.

Members voting FOR the decision: Oltman, McDonough, Keller, Faulk, Novaria  
Members voting AGAINST the decision:

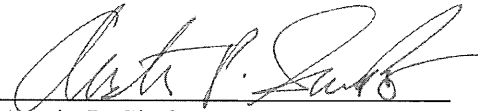
Carlos Arzeno and Diana Arzeno  
Decision No. Z-20-164



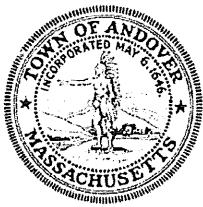
Elizabeth M. Oltman, Chair

**CERTIFICATION**

I, Austin P. Simko, Town Clerk & Chief Strategy Officer of the Town of Andover, Massachusetts do hereby certify that twenty days have elapsed since the above referenced decision of the Board of Appeals, which was filed in the office of the Town Clerk on December 1, 2020, and that no appeal has been filed with the Town Clerk.



Austin P. Simko  
Town Clerk & Chief Strategy Officer  
Andover, Massachusetts



Bk 16525 Page #26654  
10-02-2020 @ 09:10a  
Essex North Registry

**DECISION OF THE  
ZONING BOARD OF APPEALS  
ANDOVER, MASSACHUSETTS**

(Space above reserved for **Registry of Deeds**)  
(Space below reserved for **Town Clerk**)

**Decision Number:** Z-20-10 & Z-20-25 & Z-20-83

**Date Application Filed:** January 13, 2020

**Applicant:** Carlos Arzeno  
38 Shipway Place  
Charlestown, MA 02129

**Premises Affected:** Land and buildings at 18 William Street  
Located in Zoning District SRA  
Town Assessor's Map 52, Lot 98  
Essex North Registry of Deeds Book 16025, Page 167

**Owner of Record:** Julia F. Turesky  
18 William Street  
Andover, MA 01810

**Relief Requested:** Special Permit under Article VIII, §7.9, Variance from Article VIII, §4.1.2 and/or 7.9.4.3, Article VIII, §4.1.2 and 4.2.2 and Variance from Article VIII, §7.9.4.4

**Public Notice:** Notice published in the Andover Townsman on January 23, January 30, February 20, February 27, June 18 and June 25, 2020 and notice sent by mail, postage prepaid, to all interested parties pursuant to the provisions of Massachusetts General Laws.

**Public Hearing(s) held:** February 6, 2020, continued to July 2, 2002 and August 6, 2020

**Decision of the Board:** Special Permit under Article VIII, §7.9 GRANTED; Variance from Article VIII §7.9.4.4 GRANTED; Variances from Article VIII §4.1.2, 4.2.2 and 7.9.4.3 GRANTED

**Members participating:** Oltman, McDonough, Casper, Faulk, Keller

**Date of Decision:** September 4, 2020

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2020-09-14 PM 3:20  
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18 William Street  
Decision No. Z-20-10 & Z-20-25 & Z-20-83

## I. FACTS PRESENTED AT THE PUBLIC HEARING

A public hearing was held in Conference Room A, 3<sup>rd</sup> Floor, Town Offices, 36 Bartlet Street, Andover, MA on Thursday, February 6, 2020 on the petition of Carlos Arzeno for a Special Permit under Article VIII, §7.9 to subdivide the Parent Lot located at 18 William Street, creating a Host Lot with an existing historic house and one new lot and a Variance from Article VIII §4.1.2 or 7.9.4.3 to move the existing garage to a location that will not meet minimum yard depth (Z-20-10). Present were: Elizabeth Oltman, Chair; Carol C. McDonough, Clerk; Lisa Rechisky, Daniel Casper, and Kathy Faulk, Members; Denise Bordonaro, David Guerette and Michael Novaria, Associate Members.

Attorney Mark Johnson represented the Applicant, Carlos Arzeno. The Applicant is requesting a Dimensional Special Permit for Historic Preservation pursuant to §7.9 of the Zoning By-law. The Parent Parcel is a 29,502 SF parcel located at 18 William Street in the SRA district, which Applicant proposes to divide into two lots. The Host Lot will contain the existing historic Clarence and Hazel Waugh House, the New Lot will be located to the rear of the parcel. Access to the New Lot will be provided via an extension of Sherbourne Street. Attorney Johnson stated he believed Sherbourne Street is a public street, but further information was being collected. The access via Sherbourne Street may require approval of the Planning Board.

The Applicant proposes to maintain the historic Clarence and Hazel Waugh House in its current location on the Host Lot. The Arzenos will maintain the Clarence and Hazel Waugh House as their primary residence. The historic house was built around 1922 and is listed on the Andover Historic Preservation Commission Register. The Andover Historic Preservation Commission has reviewed the proposal and recommended approval.

After the proposed subdivision the Host Lot will contain 14,502 square feet of lot area, slightly less than the specified minimum lot area for the SRA district (15,000 square feet), but above the required one-half lot area under Section 7.9.4.2 for the Host Lot. The frontage on William Street will be maintained. All existing yard areas for the historic house will be maintained, and a rear yard of at least 30 feet will be provided. The New Lot will meet all the dimensional requirements applicable in an SRA district and the home constructed on it will be designed to maintain the existing character of the neighborhood and is under design approval by the Historic Preservation Commission. There are no wetland areas on the Parent Parcel. Municipal water and sewer services will be provided to the New Lot.

Coincident with the subdivision, the existing garage is proposed to be relocated to the Host Lot, requiring a variance from the minimum yard depth requirement as the relocated garage would be in the side yard. Attorney Johnson noted that the garage could be kept in its current location and an access easement be provided. Steve Stapinski, Merrimack Engineering, explained that the garage cannot be closer to the historic house due to two large trees. Attorney Johnson pointed out that a variance would be required for the garage if it is left in place on the New Lot since it has an existing non-conforming setback. Karen Herman, Preservation Commission Chair, informed the Board that while William Wood did not allow garages initially, the garage is historic in its own right.

The Clarence and Hazel Waugh House is not currently protected by a preservation restriction and Applicant argues the issuance of this special permit are necessary to protect the existing home and the streetscape from changes to the home or demolition. If issuance of the special permit is approved, the Applicant will execute and record a Preservation Restriction in the form required in §7.9.6.8.

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Several residents spoke against the requested special permit, the garage relocation and the potential access from Sherbourne Street.

The Board requested additional information from the Applicant to clearly define the ownership of Sherbourne Street and the proposed access. The Board was generally not in favor of moving the garage and requested a review of the plans to maintain the garage in its current location and provide an access easement. The Board then voted to continue the application to the March 5, 2020 meeting. The application was continued at the request of the Applicant to the July 2, 2020 meeting.

A continued public hearing was held virtually at [www.andovertv.org](http://www.andovertv.org) on Thursday, July 2, 2020. Present were: Elizabeth Oltman, Chair; Carol C. McDonough, Clerk, Daniel Casper and Kathy Faulk, Members; and Ellen Keller and David Guerette, Associate Members. Associate Member Ellen Keller was appointed to hear the application in the place of Lisa Rechisky. A Mullen Rule affirmation was filed by Associate Member Keller for the February 6, 2020 meeting. Associate Member David Guerette was appointed as alternate for the application. Two additional applications regarding the subject site and the proposed special permit for historic preservation were opened. The new applications include a request for a Variance from Article VIII §4.1.2 and 4.2.2 for the continued existence of a non-conforming detached garage (Z-20-25) and a Variance from Article VIII §7.9.4.4 requiring that the New Lot have frontage on a public way as measured at the street line (Z-20-83).

Attorney Mark Johnson appeared for the Applicant. The Applicant had submitted a revised plan (Revision dated February 7, 2020) to the Board maintaining the garage in the current location, with a 1.16 foot side yard setback, and illustrating the required setback lines on the New Lot. Sherbourne Street has been determined to not be a public way. There is a right of access along the private street to the midpoint of the 60-foot right-of-way. Access to the rear of 76 Poor Street must be maintained via Sherbourne Street. Design of Sherbourne Street must meet the Andover By-law Subdivision Rules and Regulations requirements.

Steve Stapinski, Merrimack Engineering, indicated that the Applicants are investing a significant amount of money to restore the historic structure. He stated an opinion that the house should have been razed and reconstructed, but the Arzeno's have insisted on restoration of the building.

The Board expressed a desire to conduct a public viewing of the subject property. The Board then voted to continue the application to the August 6, 2020 meeting. A public viewing was conducted at 6:30 PM on Wednesday, July 22, 2020 at 18 William Street. Present were Elizabeth Oltman, Chair; Carol C. McDonough, Clerk, Daniel Casper and Kathy Faulk, Members; and Ellen Keller and Michael Novaria, Associate Members.

A continued public hearing was held virtually at [www.andovertv.org](http://www.andovertv.org) on Thursday, August 6, 2020. Present and eligible to hear the application were: Elizabeth Oltman, Chair; Carol C. McDonough, Clerk, Daniel Casper and Kathy Faulk, Members; and Ellen Keller and David Guerette, Associate Members.

Attorney Mark Johnson appeared for the Applicant. The Applicant proposes to subdivide the Parent Parcel to provide a Host Lot containing the existing historic Clarence and Hazel Waugh House. A New Lot is proposed to be created with frontage on the private way of Sherbourne Street. Roadway improvement plans as required for the extension of Sherbourne Street will be the subject of a submission to the Planning Board. The existing driveway will be maintained in its current location. The lot lines as shown on the Plan of Land prepared by Merrimack Engineering Services, dated February 7, 2020 are prepared to maximize the lot size of each lot. An easement will be prepared for continued access by the Host Lot to the garage. The relief necessary from the Zoning Board includes the request for a Dimensional Special Permit for Historic Preservation, the variance

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request for the creation of a New Lot with no frontage on a public way and the variance request for the non-conforming location of the garage.

Additional written opposition to the application was received by the Board in the form of a petition by the neighbors.

Attorney Johnson requested that Applications Z-20-10, Z-20-25 and Z-20-83 be merged for the purposes of writing one decision. The Board agreed that this would be appropriate.

No one else appeared before the Board to speak either for or against the petition. The Board voted unanimously to close the public hearing. The Board then proceeded to deliberate the matter. In deliberation, the sense of the Board was to approve the requested special permit and variances with appropriate findings and conditions. The Board voted unanimously to continue its deliberation to its regular meeting to be held on September 3, 2020 for the purpose of reviewing and voting on the final decision, findings and conditions.

In addition to the written application, the following documents and materials were received by the Board and considered at the public hearing:

- Plan entitled “Plan of Land” prepared by Merrimack Engineering Services, dated January 10, 2020
- Plan entitled “Plan of Land” prepared by Merrimack Engineering Services, revision dated February 4, 2020
- Plan entitled “Plan of Land” prepared by Merrimack Engineering Services, revision dated February, 2020
- Letter from Karen Herman, Chair of the Andover Preservation Commission, to the Zoning Board of Appeals, dated January 27, 2020, including associated historical information and photograph of the Clarence and Hazel Waugh House
- Addendum to Petition of Carlos Arzeno (Z-20-10)
- Draft of proposed Preservation Restriction Agreement
- Quitclaim Deed for transfer of 18 William Street to Julia F. Turesky Revocable Trust, dated October 2, 1029 and recorded at Essex North Registry of Deeds at Book 16025, Page 167
- Letter from Julia F. Turesky, Trustee, granting permission for Carlos and Diana Arzeno to apply for permits, dated January 10, 2020
- Durable Power of Attorney for Julia F. Turesky
- Historical information and photograph of the Clarence and Hazel Waugh House from the Andover Historic Preservation Commission website
- Letter from Mark Johnson, Attorney, requesting continuance of the application to the April ZBA meeting, dated March 5, 2020
- Letter from Mark Johnson, Attorney, requesting continuance of the application to the June ZBA meeting and extending the time for the ZBA to act until June 20, 2020, dated May 5, 2020
- Letter from Mark Johnson, Attorney, extending the time for the ZBA to act until June 9, 2020, dated March 27, 2020
- Letter from Mark Johnson, Attorney, requesting continuance of the application to the July ZBA meeting and extending the time for the ZBA to act until August 15, 2020, dated June 2, 2020

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- Letter from Mark Johnson, Attorney, extending the time for the ZBA to act until September 20, 2020, dated August 14, 2020
- Addendum to Petition of Carlos Arzeno (Z-20-25)
- Addendum to Petition of Carlos Arzeno (Z-20-83)
- Listing of Town of Andover Accepted Roadways, May 2018
- 18 William Street Projected Expenses Sheet, undated, with 10 photographs
- Email from Jacki Byerley, Planner with the Town of Andover, regarding the potential for improvements necessary on the private way, Sherbourne Street, dated February 26, 2020
- Petition with 25 individual signatures objecting to proposed application, dated February 3, 2020
- Letter from Douglas Queenin, 14 William Street, objecting to the proposed application, undated
- Letter from Javier Caban and Nick Pappas, 76 Poor Street, requesting assurance that access will be maintained to the rear of their property via Sherbourne Street
- Petition with 20 individual signatures objecting to the proposed application, received August 6, 2020
- Email from Anne-Marie Schenk and Daniel Riiff, 20 William Street, objecting to the proposed application, dated July 2, 2020
- Email from Douglas Queenin, 14 William Street, objecting to the proposed application, dated July 1, 2020
- Emails from Charles Alagero, 13 William Street, objecting to the proposed application, dated February 7, 2020 and July 1, 2020
- Letter from Sally Matson, 23 William Street, expressing concerns for the proposed application, dated February 24, 2020

A continued public hearing was held virtually at [www.andovertv.org](http://www.andovertv.org) on Thursday, September 3, 2020. Present and eligible to hear the application were: Elizabeth Oltman, Chair; Carol C. McDonough, Clerk, Daniel Casper and Kathy Faulk, Members; and Ellen Keller and David Guerette, Associate Members.

## II. FINDINGS AND DECISION OF THE BOARD

The purpose of By-law Section 7.9 is to encourage the preservation of buildings, structures, sites and settings of historic significance, by allowing such buildings or features to remain in place, or be moved to another location rather than be demolished or otherwise compromised.

The Clarence and Hazel Waugh House currently located at 18 William Street meets the definition of a historic structure by virtue of being listed on the Andover Historic Preservation Commission Register, as certified by the Andover Preservation Commission, and as required by §7.9.2.1 of the By-law.

Section 7.9.4 of the By-law sets forth specific standards and regulations that shall be applied to a Dimensional Special Permit for Historic Preservation. The Board has reviewed the Application and finds as follows:

1. The Parent Parcel is located in the SRA district. (§7.9.4.1)
2. After the proposed subdivision the Host Lot (Lot 1) will include 14,502 square feet of contiguous upland lot area, which exceeds one-half of the 15,000 square foot minimum lot area for the SRA district. (§7.9.4.2.a)

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3. The Host Lot will meet all other dimensional requirements for a Dimensional Special Permit for a property within the SRA district. It will provide 190.63 feet of lot frontage, where 50 feet is required. The existing 28.4 foot front setback of the Clarence and Hazel Waugh House does not conform to the specified front yard depth of 35 feet, but the current nonconforming setback of 28.4 feet will be maintained, as required. The house will provide a side yard setback of at least 10 feet and a rear yard setback of at least 30 feet as required. (§7.9.4.3.a)
4. The Host Lot has its required frontage on a public way. The New Lot requires a variance from this standard. (§7.9.4.4)
5. The Host Lot and New Lot are to be serviced by municipal water and sanitary sewer service. (§7.9.4.5)
6. The Host Lot and New Lot are not located in the SRC Zoning District, so §7.9.4.6 does not apply.
7. As shown on the Subdivision Plan, the New Lot will meet all the dimensional requirements applicable in an SRA District. (§7.9.4.7)
8. The Parent Parcel will not be divided to create more than one Host Lot, so §7.9.4.8 does not apply.
9. The Host Lot is not a vacant existing non-conforming lot, so §7.9.4.9 does not apply
10. No historic structure will be placed on the Host Lot, so §7.9.4.10 does not apply.
11. The design of any new structures to be placed on the New Lot shall be reviewed and approved by the Andover Preservation Commission in accordance with Condition 14 below. (§7.9.4.11)

Section 7.9.5 of the By-law sets forth specific findings that shall be applied to a Dimensional Special Permit for Historic Preservation. The Board finds that retaining the existing structure at 18 William Street is a priority in this application, as Shawsheen Village represents a valid historic setting and context for the structure. The Board finds as follows:

1. The modification of the dimensional requirements is necessary to protect and maintain the historic Clarence and Hazel Waugh House and to protect the existing house and the streetscape from changes or demolition. The existing house is a significant historic structure as certified by the Andover Preservation Commission, and obtaining a historic preservation restriction on the house will be beneficial in preserving the historic structure.
2. The proposed work on the existing home is necessary to maintain the historical and architectural features of the structure and will be under the authority of the Andover Preservation Commission. The work to be done to preserve the remainder of the home will preserve, to the maximum extent feasible, the historic and architectural features of the home, and illustrate the progression of changes over time which are an important part of the building's history.
3. The requested modification of dimensional requirements and issuance of this special permit are necessary to protect the existing home and the streetscape from changes or demolition through neglect.
4. No interdepartmental review team meeting was necessary, as no relocation is to take place.
5. The Andover Preservation Commission supports this Application in its Letter dated January 27, 2020 and its recommended conditions are incorporated in this decision.

Based on the forgoing arguments and findings, and the evidence presented at the public hearing, the Board concludes that the application for a dimensional special permit for historic preservation meets the standards and regulations set forth in the Zoning By-law, and therefore the project is eligible for a Dimensional Special Permit for Historic Preservation. The Board finds that providing a historic preservation deed restriction is beneficial in preserving the existing historic structure. Further, the Board finds that the proposed work to be done preserves,

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to the maximum extent feasible, the historical and architectural features and character of the Clarence and Hazel Waugh House. Finally, pursuant to §9.4.2 of the By-law, the Board finds that the overall proposal will not be unreasonably detrimental to the established or future character of the neighborhood and Town and that such is in harmony with the general purpose and intent of the By-law. It will serve the community by preserving the historic Clarence and Hazel Waugh House, and the new home will be in keeping with the character of the neighborhood. The utilities provided meet the requirements of §7.9 and will be adequate for the homes. Coupled with the review by the Planning Board with respect to the improvements necessary along Sherbourne Street to provide access to the New Lot, there will be no adverse impacts on the natural environment or on traffic flow or safety.

With respect to Variances, Section 9.2.2.2 of the Andover Zoning By-law grants the Board of Appeals the power: “To hear and decide appeals or petitions for variances from the terms of this by-law, including variances for uses, with respect to particular land or structures, owing to circumstances relating to the soil conditions, shape or topography of such land or structures and especially affecting such land or structures but not affecting generally the zoning district in which it is located, where a literal enforcement of the provisions of the ordinance or by-law would involve substantial hardship, financial or otherwise, to the petitioner or appellant, and where desirable relief may be granted without substantial detriment to the public good and without nullifying or substantially derogating from the intent or purpose of such ordinance or by-law, all as set forth in G.L. c. 40A, s. 10.”

The Board determined that the shape and topography of the Parent Lot, combined with the limitations imposed by the historic house location, create a statutory hardship and that such conditions don't generally affect the zoning district in which it is located. The existing location of the garage is non-conforming. Due to these conditions, the Board finds that a literal enforcement of the Zoning By-law will result in a substantial hardship to the Applicant.

The William Street neighborhood is comprised of single family homes. The New Lot proposed to be subdivided from the Parent Lot along a private roadway will meet all setback requirements of the SRA District and will not infringe upon its neighbors' properties. Furthermore, as demonstrated above, issuance of the variances is necessary to preserve a significant historic structure. The Board therefore finds that relief may be granted without substantial detriment to the public good and without substantially derogating from the intent and purpose of the Zoning By-law.

The Board votes unanimously (5-0) to grant the Special Permit for Historic Preservation under Article VIII, §7.9, and grant the variances from Article VIII, §7.9.4.4, 4.1.2, 4.2.2 and 7.9.4.3 subject to the following conditions:

1. The subdivision of the land shall be done in conformity with the plan submitted with the application entitled “Plan of Land” prepared by Merrimack Engineering Services, and dated February 7, 2020, with such changes to Sherbourne Street as may be required by the Planning Board, provided that any such changes do not cause any of proposed project, the Host Lot or the New Lot to further fail to conform to the requirements of §7.9.
2. All restoration and repair work to be performed on the Clarence and Hazel Waugh House as described in this Decision shall be done in accordance with the requirements of this Decision and subject to the approval of the Andover Preservation Commission, all so as to ensure the preservation and integrity of the structure and to prevent deterioration due to neglect or disuse, intentional or otherwise. The existing house shall be secured and maintained in a good state of repair until such time as restoration work is completed.

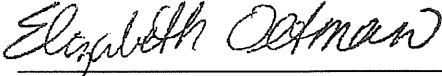
3. The rights granted by this Special Permit shall be deemed to be exercised only upon the successful completion of the repair and restoration work on the Clarence and Hazel Waugh House in accordance with this Decision.
4. If the repair and restoration work on the Clarence and Hazel Waugh House is not successfully completed in accordance with this Decision as described in Condition #2, this Special Permit shall be null and void and the Host Lot at 18 William Street shall not be considered a buildable lot under the Zoning By-law and the creation of the New Lot shall not be deemed to be approved.
5. In the event of a fire, explosion or other catastrophic event which results in damage to the Clarence and Hazel Waugh House on the Host Lot at 18 William Street such that the historic structure cannot be repaired, then following the approval and recording of the Historic Preservation Restriction as provided for in condition #12 below, the owner may rebuild on the Host Lot, provided that the new structure does not contain more than the same interior floor area as the historic structure and meets one of the following requirements:
  - a. The new structure is placed in the same footprint as that occupied by the historic structure; or
  - b. The new structure is built in conformity with the applicable front, side and rear setbacks in effect at the time of rebuilding as set forth in Section 4.1.2 of the Zoning By-law (the "Table of Dimensional Requirements").
  - c. If a new structure is to be built pursuant to either (a) or (b) above, the design of the new structure to be built shall be submitted to the Andover Preservation Commission, which shall review the design of the new structure, including factors relating to building massing, materials, siting, dimensions and setbacks as these factors relate to compatibility with the existing neighborhood. Approval of the design by the Andover Preservation Commission shall be required to the issuance of a building permit for the new structure.
6. Architectural plan modifications for the restored structure shall be submitted to the Andover Preservation Commission for approval, with the detail fully described in terms of products used, dimensions and materials. Specification sheets for materials shall be provided where appropriate or requested by the Preservation Commission. All work shall meet the standards necessary for approval of a preservation restriction by the Massachusetts Historical Commission, as required by the special permit. All renovations, modifications and additions to the existing structure shall be approved in writing by the Andover Preservation Commission prior to the issuance of a building permit for the execution of such work.
7. Every effort shall be made to preserve, protect and maintain the historically and architecturally significant interior features of the existing Clarence and Hazel Waugh House, to the maximum extent feasible, and any alteration or removal of such features shall be done only under the auspices of, and with the approval of, the Andover Preservation Commission.
8. After the dimensional special permit for historic preservation has become final, any proposed alterations or changes to the historic structure shall be submitted to the Andover Preservation Commission for its review and approval. If the Preservation Commission determines that the proposed alteration or changes are not minor, the owner shall seek a modification of the special permit from the Board of Appeals.
9. When this decision of the Board of Appeals on the application for a dimensional special permit for historic preservation has become final and has been recorded at the Registry of Deeds, the plan upon which this decision is based shall be submitted to the Andover Planning Board for

certification as an Approval Not Required (ANR) plan pursuant to Chapter 41, Section 81P of the Massachusetts General Laws. Any waivers from the Andover By-law Subdivision Rules and Regulations for any improvements to Sherbourne Street shall require the approval of the Andover Planning Board.

10. The Approval Not Required (ANR) plan as certified by the Planning Board shall be recorded at the Essex North District Registry of Deeds.
11. No building permit for any house on the subdivided New Lot shall be issued until the ANR plan has been recorded at the Essex North District Registry of Deeds.
12. Within thirty (30) days following the effective date of this decision, the applicant and/or his legal representative shall contact the Massachusetts Historical Commission to begin the application process for the preservation restriction as required by Condition #13 below.
13. The owner shall record at the Essex North District Registry of Deeds a historic preservation restriction in the form presented to and hereby approved by this Board, with such changes as may be approved by the Andover Preservation Commission. Such restriction shall also be approved and endorsed by the Andover Board of Selectmen and by the Massachusetts Historical Commission in accordance with Chapter 184, Section 32, of the General Laws, and shall at a minimum provide for conditions under which alterations, additions or modifications may be made, and in the event of damage to the Clarence and Hazel Waugh House on the Host Lot such that the historic structure cannot be repaired, the owner may rebuild on the lot, provided that the new dwelling does not contain more than the same interior floor area as the historic structure and meets one of the following requirements: (i) the new dwelling is placed in the existing footprint; or (ii) the new dwelling is built in conformity with the zoning side, front and rear setbacks in effect at the time of rebuilding. Any mortgagee shall subordinate its mortgage to this restriction. No Certificate of Occupancy for the Clarence and Hazel Waugh House or for the house on the subdivided New Lot shall be issued until the Historic Preservation Restriction has been recorded pursuant to this section.
14. The design of the new structure to be built on the subdivided New Lot shall be submitted to the Andover Preservation Commission, which shall review the design of the new structures, including factors relating to building massing, materials, siting, dimensions and setbacks as these factors relate to compatibility with the existing neighborhood. Approval of the design by the Andover Preservation Commission shall be required to the issuance of a building permit for each new structure. Any proposed changes to the design of any such structure following approval thereof by the Commission shall also be submitted to the Commission for its review and approval as provided prior to issuance of a building permit for such structure.
15. No Certificate of Occupancy for the Clarence and Hazel Waugh House shall be issued until all of the requirements of Conditions 1 through 14 above have been satisfied. No Certificate of Occupancy for the structure to be constructed on the subdivided New Lot shall be issued until all of the requirements of Conditions 1 through 14 above have been satisfied as to all of the Host Lot and New Lot and the requirements of Condition 14 have been satisfied as to the structure on the New Lot for which the Certificate of Occupancy is sought.
16. Access to the rear of 76 Poor Street must be maintained via Sherbourne Street

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Members voting FOR the decision: Oltman, McDonough, Casper, Faulk, Keller  
Members voting AGAINST the decision: None

  
Elizabeth M. Oltman, Chair

EMO/bb

**CERTIFICATION**

I, Austin P. Simko, Town Clerk and Chief Strategy Officer of the Town of Andover, Massachusetts do hereby certify that twenty days have elapsed since the above referenced decision of the Board of Appeals, which was filed in the office of the Town Clerk on September 4, 2020 and that no appeal has been filed with the Town Clerk.

  
Austin P. Simko  
Town Clerk and Chief Strategy Officer  
Andover, Massachusetts

## Exhibit E

### Restriction Guidelines

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the Andover Preservation Commission (APC) the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by building owners.

#### PAINT

Minor – Exterior hand scraping and repaint of non-decorative and non-significant surfaces as part of periodic maintenance.

Major – Painting or fully stripping decorative surfaces or distinctive stylistic features including ornamental woodwork.

#### WINDOWS AND DOORS

Minor – Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major – Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

#### EXTERIOR

Minor – Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major – Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have an historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the Premises is also considered a major alteration.

#### LANDSCAPING/OUTBUILDINGS

Minor – Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major – Moving or subdividing buildings or Premises; altering of Premises; altering or removing significant landscape features such as gardens, vistas, walks, plantings; ground disturbance affecting archeological resources.

#### WALLS/PARTITIONS

Minor – Making fully reversible changes (i.e. sealing off doors in situ, leaving doors and door openings fully exposed) to the spatial arrangement of a non-significant portion of the building.

Major – Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangement; demolishing existing walls; removing or altering stylistic features; altering primary staircases.

#### HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor – Repair of existing systems.

Major – Installing or upgrading systems which will result in major appearance changes (i.e. disfigured walls or floors, exposed wiring, ducts and piping); the removal of substantial quantities of original materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the preservation restriction such changes must be reviewed by the Andover Preservation Commission and their impact on the historic integrity of the premise assessed.

It is the responsibility of the Premises owner to notify the Andover Preservation Commission in writing when any major alterations are contemplated. Substantial alterations may necessitate review of the plans and specifications.

The intent of the preservation restriction is to enable the Andover Preservation Commission to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. The Andover Preservation Commission will attempt to work with the Premises owners to develop mutually satisfactory solutions, which are in the best interests of the Premises.