



The Commonwealth of Massachusetts
William Francis Galvin, Secretary of the Commonwealth
Massachusetts Historical Commission

December 9, 2021

David P. Dufresne, Chairman
Warren Board of Selectmen
48 High St.
P.O. Box 609
Warren, Ma 01083

Michael Lapinski
Town Administrator
48 High St.
P.O. Box 609
Warren, Ma 01083

Re: Warren Town Hall

Gentlemen:

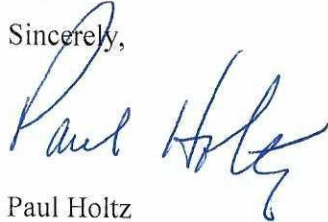
As you are aware, the Massachusetts Historical Commission (hereinafter the "Commission") is the holder of a perpetual preservation restriction (hereinafter "PR") dated November 30, 1999 on the Warren Town Hall. Under the terms of the PR, a copy of which is attached, the Town of Warren is solely responsible for and obligated to maintain, repair and administer the property so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the premises in a manner satisfactory to the Commission and in accordance with the Secretary of the Interior's "Standards for the Treatment of Historic Properties".

In a report prepared by Reinhardt Associates in 1997, The Warren Town Hall building is describes as Classical/Romanesque in style with rubble stone foundation, masonry bearing walls, a copper roofed Clock Tower and Main front entrance roofed Portico. The windows are classically arched Palladium style windows on the North side. The Main entrance, ancillary entrances and exit openings are arched in classic style and trimmed with limestone. The Town Hall is an important historical resource for the Town of Warren, and the Commonwealth. It is also an individual listing on the National Register of Historic Places.

Despite those facts, The Warren Historical Commission has recently brought to the Commission's attention the dire situation brought about by the Town's complete neglect of its maintenance and preservation responsibilities with respect to the Town Hall. Such situation was openly discussed at the July 6, 2021 meeting of the Board of Selectmen at which the Building Inspector BJ Church indicated "No scheduled maintenance has been performed on this building during the life of it "and further" if she just addressed the code violations, no one would be able to occupy it". Subsequently in August 2021, the Building Commissioner found the Town Hall unsafe and prohibited occupancy. We also understand that the Board of Selectmen has solicited both cost estimates for the renovation and for the demolition of the building and further indicated that the issue of renovation or demolition would be addressed in May at a town meeting.

The purpose of this communication is to remind you that the Town's covenants in the preservation restriction are legally binding, not optional. The Commission will not allow the demolition of Warren Town Hall. In order to discuss remediation and work toward resolution of this matter, I request you contact me by telephone at the Commission at (617) 727-8470 x347 no later than January 10, 2022. Should you fail to do so, the Commission intends to fully pursue enforcement proceedings including injunctive relief for violation of the restriction in accordance with General Law Chapter 184 section 12 and to pursue reasonable attorney fees and costs.

Sincerely,

A handwritten signature in blue ink that reads "Paul Holtz". The signature is written in a cursive style with a large initial "P" and "H".

Paul Holtz
Historical Architect
Co-Director Grants Division
Massachusetts Historical Commission

enclosure

Cc: Sylvia Buck, Chair, Warren Historical Commission
Lauren Goldberg, Attorney, KP Law

Original to Town Clerk 1/31/00

BRACKETT & LUCAS
COUNSELORS AT LAW
19 CEDAR STREET
WORCESTER, MASSACHUSETTS 01609

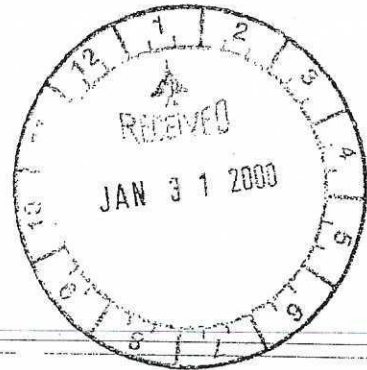
GARY S. BRACKETT
ELAINE M. LUCAS
JOHN G. GANNON

Of Counsel
JOAN E. LANGSAM

TELEPHONE
(508) 799-9739
FACSIMILE
(508) 799-9799

January 27, 2000

Jean McCaughey
Administrative Secretary
Warren Town Hall
48 High Street
Warren, MA 01083



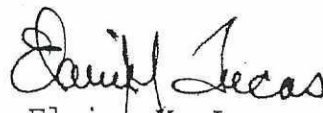
RE: Preservation Restriction Agreement

Dear Ms. McCaughey:

Enclosed is the original Preservation Restriction Agreement between the Commonwealth of Massachusetts and the Town of Warren that was recorded with the Worcester District Registry of Deeds at Book 22096, Page 243. I trust that you will see to it that this is filed in a secure place.

Thank you for your attention to this matter.

Sincerely,


Elaine M. Lucas

EML/jtb
Enclosure

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 Premises which have been listed on the National and/or State Registers of Historic Places, under applicable state and federal legislation.

Characteristics which contribute to the architectural, archaeological and historical integrity of the Premises include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the Premises, including those characteristics which originally qualified the Premises for listing in the National and/or State Registers of Historic Places.

The terms of the Preservation Restriction are as follows:

1. Maintenance of Premises: The Grantor agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the Premises in a manner satisfactory to the Commission according to the Secretary of the Interior's "Standards for the Treatment of Historic Properties." The Grantor may seek financial assistance from any source available to it. The Commission does not assume any obligation for maintaining, repairing or administering the Premises.

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

3. Alterations: The Grantor agrees that no alterations shall be made to the Premises, including the alteration of any interior, unless (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the Premises, or (b) the Commission has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, or (c) required by casualty or other emergency promptly reported to the Commission. Ordinary maintenance and repair of the Premises may be made without the written permission of the Commission. For purposes of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines which are attached to this Agreement and hereby incorporated by reference.

4. Assignment: The Commission may assign this Agreement to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of historic properties only in the event that the Commission should cease to function in its present capacity.

5. Validity and Severability: The invalidity of M.G.L. c. 184 or any part thereof shall not

IN WITNESS WHEREOF, we have hereunto set our hands and seals this first day of November, 1999.

Board of Selectmen

Lee Bombria

Dolores M. Moran

David Delancki

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

NOV - 1, 1999

Then personally appeared the above named Lee Bombria, Dolores Moran and David Delancki and acknowledged the foregoing instrument to be the free act and deed of the Warren Board of Selectmen before me,

Notary Public Jean M. Meehan
My Commission Expires August 23, 2002

Jean

RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify paragraph three of the terms of the preservation restriction, which deals with alterations to the premises. Under this section permission from the Massachusetts Historical Commission is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require MHC review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the MHC, 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 or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, wallpaper, ornamental woodwork, stone, decorative or significant original plaster.

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 a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

LANDSCAPE/OUTBUILDINGS

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

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



BEVERLY B. RUSSELL
TOWN CLERK
WARREN, MASSACHUSETTS 01083

December 18, 1998

TO WHOM IT MAY CONCERN:

I hereby certify that the following vote was taken at a Special Town Meeting, held in the Town of Warren, on December 16, 1998:

ARTICLE 1: VOTED that the Warren Town Meeting authorize the Board of Selectmen to enter into a preservation restriction agreement with the Massachusetts Historical Commission and/or Preservation Worcester, and/or a private non-profit corporation relating to the exterior of the Warren Town Hall as a condition for receipt of grant funds for the repair of the roof of the Town Hall; further that such preservation restriction shall be for a period not to exceed five years and shall be upon such terms and conditions as the Selectmen determine to be in the best interest of the Town of Warren; further that the Selectmen are hereby authorized to enter into a grant agreement with the Massachusetts Historical Commission for funds to repair the Town Hall upon such terms and conditions as the Selectmen determine to be in the best interest of the Town of Warren.

A True Copy Attest:

Beverly B. Russell
Beverly B. Russell
Town Clerk - Warren, MA

13CN

PRESERVATION RESTRICTION AGREEMENT
between the COMMONWEALTH OF MASSACHUSETTS
by and through the MASSACHUSETTS HISTORICAL COMMISSION
and the

Town of Warren

The parties to this Agreement are the Commonwealth of Massachusetts, by and through the Massachusetts Historical Commission located at the Massachusetts Archives Building, 220 Morrissey Boulevard, Boston, Massachusetts 02125, hereinafter referred to as the Commission, and the Town of Warren, 48 High Street, Warren, MA 01083 hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements known as Warren Town Hall thereon as described in a deed dated March 20, 1878, from Asahel and Mary Fairbank to the inhabitants of the Town of Warren, recorded with the Worcester Registry of Deeds, Book 1026, Page 327, and which is located on 1 Town Hall Plaza, Warren, Ma. 01083 hereinafter referred to as the Premises.

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 Premises in order to protect the architectural, archaeological and historical integrity thereof; and

WHEREAS, the property is eligible for listing on the State Register of Historic Places; and

WHEREAS, the preservation of the Premises 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, section 32, hereinafter referred to as the Act; and

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

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Commission the following preservation restrictions, which shall apply in perpetuity to the Premises.

Return to:

Elaine M. Lucas, Esq.
19 Cedar St.
Worcester, MA 01609

99 NOV 30 AM 11:10

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.

6. Recording: The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and file a copy of such recorded instrument with the Commission.

7. Other Provisions: None applicable.

The burden of these restrictions enumerated in paragraphs 1 through 7, inclusive, shall run with the land and is binding upon future owners of an interest therein.

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 Judith B. McDonough
Judith B. McDonough
Executive Director and Clerk
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

September 28 1999

Then personally appeared the above named Judith B. McDonough and acknowledged the foregoing instrument to be the free act and deed of the Massachusetts Historical Commission, before

Notary Public

Elsa V. Fitzgerald

My Commission Expires 10/9/2003

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. dropped ceilings, disfigured walls or floors, exposed wiring, ducts, and piping); the removal of substantial quantities of original plaster or other 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 MHC and their impact on the historic integrity of the premise assessed.

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

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