

Bailey-Ellis House Roof, Drainage & Soffit Completion Project

Presented to the

Scituate Community Preservation Committee

by the Scituate Arts Association

October, 2015



Ellis House, North View late 1800's to early 1900.

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OUR MISSION :

SHARING ARTS WITH THE COMMUNITY FOR 50 YEARS!

AS EMERGING AND TALENTED ARTISTS AND CRAFTSPEOPLE, WE SHARE OUR ARTS WITH SCITUATE AND THE SURROUNDING COMMUNITY. JOY AND WELL BEING IS THE RESULT OF HELPING EACH OTHER TO BE THE BEST ARTISTS WITHIN OURSELVES. WE BRING TOGETHER ART ENTHUSIASTS AND THE ARTIST TO PROMOTE, FUND AND GAIN KNOWLEDGE OF THE ARTS. THE SCITUATE ARTS ASSOCIATION KEEPS *ARTS ALIVE!* IN OURSELVES, EACH OTHER AND OUR COMMUNITY.

September 29, 2015

The Community Preservation Committee,
Scituate Town Hall,
600 Chief Justice Cushing Highway,
Scituate, MA 02066

The Scituate Arts Association would like to request \$5,700 in funds from the Community Preservation Committee. Attached is our electronic submission consisting of the CPC Funding Request Form and all supporting documentation plus references to our 2013 Bailey-Ellis House Roof & Site Drainage Improvement Project application.

Please contact me at my email-jcornacch@aol.com or by phone 781-545-7613 (home)/781-608-9691 (cell) should you require any additional information.

Thank you for consideration of our needs.

Best,

Janet Cornacchio
SAAP resident

SCITUATE ARTS ASSOCIATION
PO BOX 214, SCITUATE MA 02066
781.545.6150 • WWW.SCITUATEART.COM
THE ELLIS HOUSE:
709 COUNTRY WAY, SCITUATE, MA 02066
THE FRONT STREET ART GALLERY:
124 FRONT STREET, UNIT #8, SCITUATE MA 02066

Scituate Community Preservation Committee Funding Request Form

DATE and YEAR of Application: September 24, 2015

APPLICANT INFORMATION

Project Sponsor or Organization: Scituate Arts Association

Contact Name & Address: Janet Cornacchio, P.O. Box 214, Scituate, MA 02066

Telephone Number: 781-608-9691; 781-545-7613 Email: jcornacch@aol.com

PROJECT INFORMATION

CPA CATEGORY (check all that apply):

OPEN SPACE

RECREATION

HISTORIC PRESERVATION

COMMUNITY HOUSING

NAME OF PROJECT: Bailey-Ellis House Roof, Drainage & Soffit Completion Project

BRIEF DESCRIPTION OF PROJECT: To address necessary change orders resulting from the Bailey-Ellis House Roof & Site Drainage Improvement Project in a more cost-effective manner by using local contractors thus avoiding Fair Wage Act overages. This Project will address gutters, soffits and fascia, which will then conclude all remaining preservation items associated with restoration of the Bailey-Ellis House roof. Please also see attached continuation sheet, as well as previously-filed Bailey-Ellis House 2013 Roof & Site Drainage Improvement Project application, page 2-14.

Attach additional pages including summary, budget, estimated timeline and justification of need.

Project Location or Address: 709 Country Way, Scituate, MA 02066

Include map, photo and other imagery for ALL category projects.

If Open Space or Community Housing:

Assessor's Map Page, Block & Lot Number: 12-3-10-E

Number of acres in parcel: 3.8 acres attached to house; broader acreage owned by ConComm

Current Zoning Classification: Conservation Commission; Scituate Arts Association

Assessed Value: Ellis House building assessed at \$347,300.00

Title in name of: Town of Scituate Title Abstract Date: 6/25/69; Bk3522, Pg768

Number of housing units proposed: N/A

Summarize how this request benefits the Town of Scituate and meets the goals of the Community Preservation Act. This Project represents continued preservation of a local historical landmark so the public may enjoy it into the future, and provides public meeting space for artists, and supplies affordable housing for the on sight caretaker, and continues to preserve Scituate's historical heritage through preservation work on the historical Bailey-Ellis House, one of the few Victorian Gothic architectural examples left in Scituate.

PERMITS AND APPROVALS

What permits and approvals are required? Have they been obtained or have you filed for them?

Name of Permit	Filed? (Y/N)	Filed (Date)	Obtained (Date)
Written permission-B.O.S.			B.O.S. ltr. 1/9/09
License Agreement w/ Town			6/5/12

Have you met with any other Town Boards or committees? If so, what were the outcomes of those meetings? *(Letters of support from other Boards and committees should be included in the application or supplied at a later date.)*

Discussion with CPC on September 14, 2015 relating to updates on Bailey-Ellis House Roof & Site Drainage Improvement Project, which advised SAA to file application for deferred change order work using local vendor, resulting in this Bailey-Ellis House Roof, Drainage & Soffit Completion Project application.

Notes: Above-noted 1/9/09 letter from Board of Selectmen also applies to permits. See attached for further information.

What non-financial support and services are necessary, and how will these be provided Scituate Arts Association Board of Directors will provide oversight and seek professional services through appropriate vendors, etc. See underlying 2013 application for Board resumes.

FUNDING

Describe the proposed funding for this project. Identify other sources you are seeking funds from, and whether those funds are secured. Identify any funds you or your organizations are willing to provide.

SAA is seeking 50% funding from CPC for the Bailey-Ellis House Roof, Drainage & Soffit Completion Project. These funds are requested in order to complete necessary change orders resulting from the Bailey-Ellis House Roof & Site Drainage Improvement Project's roofing phase. The other 50% funding will come from SAA operating budget.

Proposed Funding

Total Project Cost	CPC Funds Requested	Sources of Funds other than CPA	Amount	Funding Secured? (Y/N)*
Phase 1-\$3,300	\$1,650.00	SAA	\$1,650.00	Y
Phase II-\$1,700	\$ 850.00	SAA	\$ 850.00	Y
Phase III-\$1,200.00	\$ 600.00	SAA	\$ 600.00	Y
Phase IV-\$1,100	\$ 550.00	SAA	\$ 550.00	Y
Phase V-\$4,100	\$2,050.00		\$2,050.00	Y
TOTAL	\$5,700.00		\$5,700.00	

** If the request is still outstanding, when do you expect to hear a decision?*

OTHER COMMENTS

Provide any other information you think the CPC should be aware of in evaluating your request for funding.

See attached photos with Phase identifications attached. **Phase 1** will address 16 feet of deteriorated eave and soffit boards; **Phase II** will address rotted gutter cornice and fascia boards; **Phase III** will address restoration and preservation of original historic sections of wooden gutters and underlying fascias, etc., as needed which predate SAA's stewardship of property incl. replacing lead and inadequate outlets which have caused ice dams along with painting/sealing where wood must be replaced. **Phase IV** will address restoration of returns on south facing main gable and other returns if required. **Phase V** will address restoration of returns, gable, etc. on south facing section. See Bailey-Ellis Roof, Drainage & Soffit Completion Project Application Description.

By signing below, the Applicant represents he/she is duly authorized, agrees to the terms and conditions and all other requirements of this Application and agrees to be bound thereby if funding is granted for the Project.

Date: 9/29/2015 Signature: 

FOR COMMUNITY PRESERVATION COMMITTEE USE

This request received by Scituate CPC on _____

Copies provided to CPC Members on _____

Additional information required: _____

Committee Vote

Votes:	Yes / No	Votes: Y/N/Abstain	Date
Recommend to Town Meeting			

Other: _____

CPC FUNDING REQUEST FORM continuation

Scituate Arts Association –
Bailey-Ellis House Roof, Drainage & Soffit Completion Project

BRIEF DESCRIPTION OF PROJECT (cont'd): Water damage sustained from failure in original roof design (which involves an extremely steep 18' pitch and complex valley & peak system) allowed envelope moisture infiltration and resulted in the Bailey-Ellis House Roof & Site Drainage Improvement Project. That Project was funded by a CPC grant and an MCCFF grant. That Project ran into change orders during the roofing phase, some of which were deferred by the SAA due to budget constraints and concerns about cost overruns related to prevailing wage requirements. Those deferred preservation items are now being pursued through a local contractor without the need to comply with prevailing wages through this Bailey-Ellis House Roof, Drainage & Soffit Completion Project application. This plan will provide a more cost-effective solution to the preservation items necessary to complete the roof and drainage to the ground phase of the Bailey-Ellis House Roof & Site Drainage Improvement Project. See attached estimate and photos from Buttonwood Renovations; photographs from Strekalovsky Architecture depicting phased areas of restoration; and Bailey-Ellis House Roof Drainage & Soffit Completion Project Summary and Description. For more in-depth background information, please see previously-filed Bailey-Ellis House Roof & Site Drainage Improvement Project application and its attachments.

BAILEY-ELLIS HOUSE ROOF, DRAINAGE & SOFFIT COMPLETION PROJECT

PROJECT SUMMARY AND DESCRIPTION

Project Summary:

The proposed Bailey-Ellis House Roof, Drainage & Soffit Completion Project is a direct result of a study done by Strekalovsky Architects in 2012-2013 and financed by a National Historic Trust Favrot Grant, which resulted in the Bailey-Ellis House Roof & Site Drainage Improvement Project. The condition of the drainage systems from the roof to the ground were assessed in order to identify and design modifications that are needed to abate severe drainage issues that have caused moisture-related damage to the historic Ellis House property. Roofing, gutters and downspouts, French drains, and grading around the perimeter of the house were also addressed. A detailed assessment of the water infiltration issues was done by Strekalovsky Architects along with recommended elevations of the property prepared by Morse Engineering. Strekalovsky provided a Schematic Design which included measurements, plans and elevations of the entire building, assessment of the needs, schematic designs of all components required in the architectural design solution, schematic engineering of the drainage system and grading, and a construction cost estimate for the work.

Costs analysis comes to a total of approximately \$79,000. The Project includes the installation of an exterior drainage system which will both direct water away from the house and alleviate issues with water pooling on the Ellis' front drive and parking area; work on the basement which includes a perimeter grate system, vapor barriers at the perimeter of foundation, new concrete slab in basement area A and vapor barriers in all three basements, sump pumps and dehumidification systems and a recommended new roofing system of architectural style fiberglass reinforced asphalt shingles with ice & watershield adhesive membranes (50 yr warranty), connection of existing and new downspouts along south side of building to a new drainage and roof recharge system, the installation of surface or sub-surface drainpipe extensions to move water away from the building on the remaining sides and finally, the repair, replacement or installation of period appropriate downspouts and gutters as diagramed.

The results of this study were presented to the Scituate Historical Commission who recommended filing with the CPC to fully fund the project in 2014, which the CPC ultimately did. This is a very important step in the SAA's long term plan to assure that the Ellis will be preserved and available for future generations to use and appreciate, and the current Bailey-Ellis House Roof, Drainage & Soffit Completion Project would finish up all remaining items associated with the restoration of the roof to sills portion of the project.

Detailed Project Description:

The long-term purpose of this project is to assure the weatherization of the

Bailey-Ellis House envelope. The preservation and restoration of the accompanying system to direct water to ground is one facet of that project. (In the works is a drainage system around the perimeter and the drives to prevent water entry into the foundation.)

This Bailey-Ellis Roof, Drainage & Soffit Completion Project is identified in 5 phases as follows:

Phase I of this Project will address preservation of 16 feet of deteriorated eave and soffit boards, requiring a total rebuild, located in the center of the back of the house. See Addendum Photos, page 1.

Phase II of this Project will address restoration of rotted gutter, cornice and fascia boards above the central porch, front side. See Addendum Photos, pages 1, 2.

Phase III of this Project will address restoration and preservation of original historic sections of wooden gutters and underlying fascias, etc. as needed which predate the SAA's stewardship of the property including replacing lead and inadequate outlets which have caused ice dams and other water issues along with painting & sealing where wood must be replaced. See Buttonwood Addendum Photos, Page 1.

Phase IV of this Project will address restoration of returns on south facing main gable and other returns if required. See Addendum Photos, page 2.

Phase V of this project will address restoration of the front corner over main entry porch and will require milling new gutters, rebuild of eaves, fascia, soffit & outside return end along with new gutter outlets and lead to prevent further ice dam issues. See Buttonwood Addendum Photos, page 1.

The request for funding of the Bailey-Ellis House Roof, Drainage & Soffit Completion Project is a direct result of the series of grants/projects completed below which were underwritten by CPC funding and other grants:

- 2009 CPC funding of National Register of Historic Places application for the Ellis House. Awarded to & overseen by the Scituate Historical Commission. Completed and awaiting final approval. Speak to Doug Smith at SHC for details.
- 2010 National Trust for Historic Places Grant from the National Trust Preservation Fund \$2,500 for Ellis House Conditions Assessment
- 2010 Preservation Massachusetts Minigrant \$1,500 for Ellis House Conditions Assessment.
- 2011 CPC funding \$3000 matching funds for Ellis House Conditions Assessment.
- 2012 CPC funding \$3000 matching funds for Ellis House Front Façade Preservation and Restoration Project
- 2012 National Trust for Historic Places Favrot Grant for Ellis House Roof

and Site Drainage Improvement Project awarded \$3,250.

- 2012 SAA matching funds \$3,250 for Ellis House Restoration fund raising
- 2013 CPC funding \$79,000 with \$20,000 in matching funds from the Mass Cultural Council Facility Fund for the Bailey-Ellis Roof & Drainage Improvement Project
- 2014 CPC funding for the Bailey-Ellis House Dining Room Beam Preservation Project

To review, the SAA's current campaign of dedicated Ellis Restoration began in 2007 with our "Buy A Brick" Campaign which allowed the SAA to restore the Ellis House's badly deteriorated chimneys. Since then, below is a list of many of the restoration and facilities upgrades underwritten and completed by the SAA through its Ellis House fundraising activities:

- Restoration of windows in caretaker's apartment.
- Storm windows on all of caretaker's apartment and first floor of main house which provide both insulation and protection for the windows. Remaining windows will be done in increments.
- Restoration work on exterior of Ellis front façade.
- Restoration of historic colors to Ellis, necessary restoration done as part of the project.
- Installations of sump pumps in basement and drainage piped to exterior.
- Installation of 2 furnaces, main house & caretaker's apartment and 2 hot water heating systems
- Removal of knob & tube in basement, upgrade of electrical.
- Restoration work on upstairs studio central gable window interior & glazing following instructions of Window Preservation Plan dictates by Wendy Frontiero.
- Restoration work begun on dining/painting room windows, interior & glazing following Frontiero dictates.
- Restoration & preservation including replacement of missing wainscoting using historic materials, matching finishes, etc. begun in dining room.
- Restoration & return to use of dining/painting room porch entry in preparation for use a handicap access door, including rehangng and refinishing of shellac, etc.

Lastly, the SAA, through funds granted from the National Trust for Historic Preservation, commissioned Architect, Wendy Frontiero, to complete the "Bailey-Ellis House Window Preservation Plan" to identify best practices and procedures for restoring the windows of the Bailey-Ellis House. Once the envelope and drainage are secure, the SAA plans to move forward to seek a grant from the Massachusetts Cultural Council Facilities Fund for funds to restore the windows on the Bailey-Ellis House. Meanwhile, the SAA Board has completed work to preserve the tower and has painted it with historic colors.



Strekalovsky
Architecture

Roof, Drainage & Soffit Completion Project Photos

Addendum



South roof Phase II and other areas with similar issues



Northeast roof Phase I

Strekalovsky Architecture Incorporated

42 North Street, Hingham MA 02043

781.749.4160 tel / 781.740.4279 fax

www.strekalovskyarchitecture.com



Strekalovsky
Architecture



Deteriorated cornice and fascia boards to be replace at a later date Phase II and other areas with similar issues



Southwest roof (existing shingles as of 8/26) Phase IV returns in larger peak; Phase III, southwest corner needs sealing at gable corner; unpainted clapboards replaced during work on porch roof.

Strekalovsky Architecture Incorporated

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www.strekalovskyarchitecture.com



Strekalovsky
Architecture



Replaced sheathing done by roofer



lead-coated copper in need of replacement done by roofer



Replaced sheathing done by roofer



Replaced sheathing done by roofer

Strekalovsky Architecture Incorporated

42 North Street, Hingham MA 02043

781.749.4160 tel / 781.740.4279 fax

www.strekalovskyarchitecture.com



Strekalovsky
Architecture



Sealant on original wood gutters in need of replacement Phase III

Submitted by: _____
Mark P. Coughlin, AIA
Strekalovsky Architecture Inc,

BAILEY-ELLIS HOUSE ROOF, DRAINAGE & SOFFIT COMPLETION PROJECT

Photos for additional phases covered in Buttonwood Renovation estimate:



Phase V rebuild of front corner including eaves, fascia, soffit and gutters.



Phase III restoration and preservation of original historic sections of wooden gutters, fascia, outlets, etc., as needed in these two areas of house.



Strekalovsky
Architecture

*Note: Cost to replace lead coated counter flashing is **\$1,200**. Contractor instructed to proceed.*

- Contractor advised that roughly 70 sf of roof sheathing had to be replaced. Photo documentation to be forwarded to architect with proposed change order for review.

*Note: Cost to replace sheathing where needed is **\$490**. Contractor instructed to proceed.*

- Rot was encountered at roughly 16 feet of cornice/soffit on the north side of the house. In order to replace these boards, the integral wood gutter system would have to be removed to access the framing. Architect advised contract to submit cost for this work.

*Note: Cost to replace cornice/soffit is **\$5,000**. This work will be performed at a future date under separate contract.*

- Contractor advised that a reduction in the cost estimate is pending for a the copper flashing to be replaced in the valleys located on the large roof (from 7 to 6 valleys).
- Contractor advised that a credit is pending for the installation of a wood gutter on the south east roof as the existing gutters is in fair condition and does not need to be replaced.

*Note: Contractor issued credit of **\$720**. .*

Progress Photos:



South view looking west

Strekalovsky Architecture Incorporated

42 North Street, Hingham MA 02043

781.749.4160 tel / 781.740.4279 fax

www.strekalovskyarchitecture.com



Strekalovsky
Architecture

- Contractor advised that a reduction in the cost estimate is pending for the copper flashing to be replaced in the valleys located on the large roof (from 7 to 6 valleys). **This work is completed at an added cost of \$2,550.**
- Contractor advised that a credit is pending for the installation of a wood gutter on the south east roof as the existing gutters are in fair condition and does not need to be replaced.

Note: Contractor issued credit of \$720.

Progress Photos:



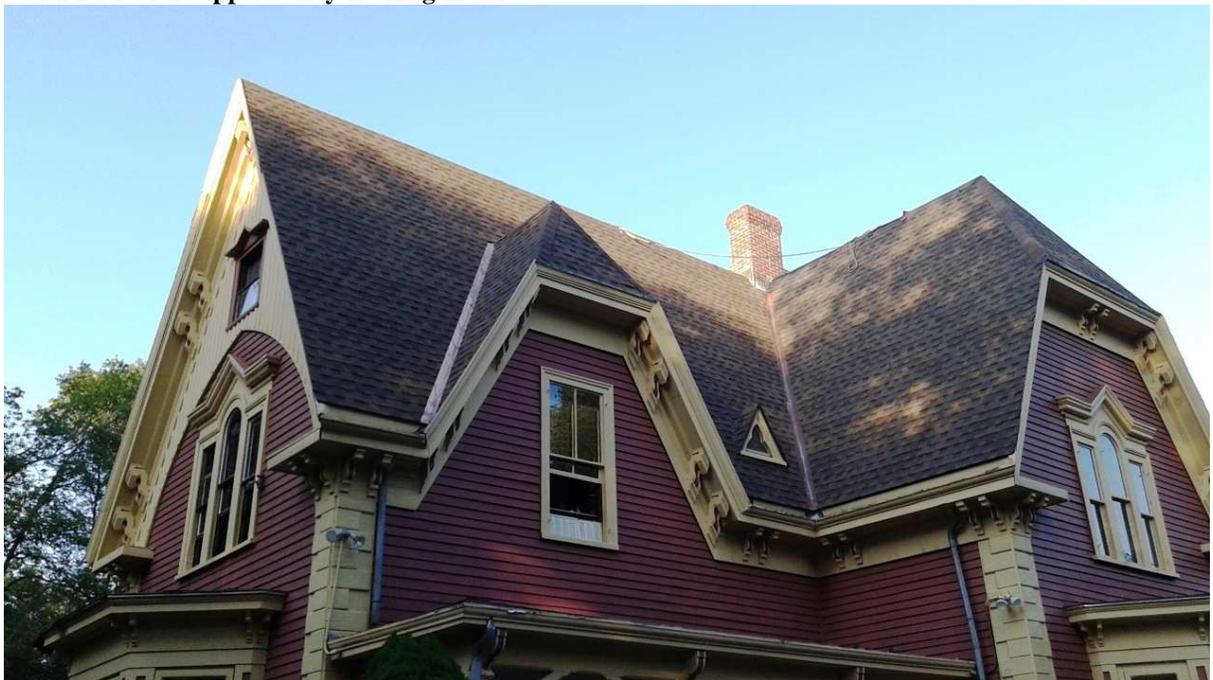
South view looking west



Strekalovsky
Architecture



South roof with copper valley flashing installed



Southeast roof with copper valley flashings installed

Strekalovsky Architecture Incorporated

42 North Street, Hingham MA 02043

781.749.4160 tel / 781.740.4279 fax

www.strekalovskyarchitecture.com



Strekalovsky
Architecture



North roof (shingles completed, gutter replacement not complete)



Northeast porch roof

Strekalovsky Architecture Incorporated

42 North Street, Hingham MA 02043

781.749.4160 tel / 781.740.4279 fax

www.strekalovskyarchitecture.com



Strekalovsky
Architecture

Submitted by: _____
Mark P. Coughlin, AIA
Strekalovsky Architecture Inc,



Strekalovsky
Architecture

September 28, 2015

Ms. Janet Cornacchio, President
Scituate Art Association
30 Pleasant Hill Drive
Scituate, MA 02066

Re: Bailey Ellis House Roof, Drainage & Soffit Completion Project

Dear Janet:

As we discussed at the time of the 8/26/15 Field Observation Report for the Roofing Phase of the Ellis House Roof and Site Drainage Improvement, please see the following:

Several of the change orders discussed with the contractor could be addressed in a more cost-effective manner by a local contractor specializing in historic preservation/restoration. We did advise going ahead with the step flashing of the chimney as it needed to be completed for the roofing work to continue; the same was true for both the sheathing replacement and copper valleys which were installed for both their durable nature & historical accuracy.

The specific items that we recommended addressing included the change orders for the 16' of deteriorated cornice/soffit on the second floor, center rear of the Ellis (One Way Roofing contractor price of \$5,000, Phase I of 2015 CPC application). Also deferred was the sanding, painting and resealing of deteriorating wood gutters (Roofing contractor price of \$1920). Deferred without a contractor estimate was the deteriorated cornice and fascia boards on front center section porch (original house gable end (Phase II of 2015 CPC Application)).

As suggested in conversation, there would probably be additional items that were not addressed by the roofing contract. We have spoken with Buttonwoods Renovation, Jonathan Detwiler, who is currently doing your Beam Preservation Project. At your request he evaluated the condition of the soffits and drainage systems which were not completed as part of the roofing contract and suggests the following items should be addressed: restoration and preservation of historic wooden gutters and fascia including leading, outlets and sealants in two areas-over apartment and the rear porch on the main house (Phase III of 2015 CPC Application); restoration of returns on the front of house, main gable with bay windows (Phase IV of 2015 CPC Application) and, lastly, a complete overhaul of the front corner eaves, soffits, fascia over the main entry porch along with some needed releading & new gutter outlets in the same area (Phase V of 2015 CPC Application).

Recommendations:

Based on our observations, we recommend proceeding with the preservation & restoration issues found by One Way Roofing & the additional repairs noted in the Buttonwoods Renovations estimate for your Roof, Drainage & Soffit Completion Project. While as you well know,

Strekalovsky Architecture Incorporated

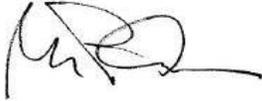
maintenance on an antique is never done, these repairs will go a long way toward securing the building envelope from the roof to the sills.

Cost Estimate:

You have Buttonwoods Renovations estimate which on the items quoted by One Way Roofing is substantially less. While there is not currently sufficient time, we recommend getting one or two other estimates between the time of filing your CPC application and presentation. We know you haven't connected with anyone for a second estimate at this time, but we should be able to come up with at least one more local contractor shortly.

Please feel free to call me at the number below should you have any questions or need additional information on this matter.

Yours very truly,

A handwritten signature in black ink, appearing to read 'Mark Coughlin', with a long horizontal flourish extending to the right.

Mark Coughlin, AIA
Strekalovsky Architecture Inc.

cc: V. Strekalovsky

Ellis House
607 Country Way
Scituate MA 02066

ESTIMATE**24-Sep-15****Above Basement door (Phase I)****Proposed costs**

Right hand corner needs total rebuild including brackets-fascia, soffit
 Possible completely new gutter.
 Requires staging

\$2,300-\$3,300

Above center or 2nd porch, front side (Phase II)

\$1,400-\$1,700

Rebuild one eave return that goes inboard towards roof
 Restore & relead gutters

Over Apartment and Rear Porch on main house (Phase III)

\$1,200

Overhaul gutters, new lead on ends, middle & outlets, seal joints & miters

Eave returns (2x) Above bay windows, front gable (Phase IV)

\$1,100

Rebuild tops of returns below gable ends, reflash to side of building,
 Flash over wonder tops

Eave & Gutter Work (Phase V)

\$3,100-\$4,100

Work on front corner including restoration of gutters which must be milled &
 replaced. Rebuild fascia, soffit & outside return end.
 Installation new lead on ends & joints. Outlets recessed as in original & treatment.
 Porch gutters require new outlet & lead

All work to include caulking/sealing, painting & oil as needed.

Range \$9,100-\$11,400



buttonwoodrenovations.com

We propose hereby to furnish material and labor – complete in accordance with above specifications.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman’s Compensation and Liability insurance. Work beyond scope will be handled as an addendum. All invoices are due and payable upon presentation. Amounts not paid within 30 days from the invoice date will be subject to a late payment charge of 1.5% per month (18% per year). If for any reason the account is turned over to an attorney for collection, an additional charge of 33 1/3% will be added to cover collection costs.

All financial communications will be handled by Amy at (781) 659-4057.

Acceptance of Estimate

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.

The estimate is good for 90 days from the date listed above.

Authorized Signature _____



Authorized Signature

9/25/15

Date of Acceptance _____

In the event of any cost dispute, both parties agree to settle through the Home Improvement Contractor Arbitration Program with the Commonwealth of Mass.

Authorized Signature _____

Date of Acceptance _____



buttonwoodrenovations.com

 **Assessment and Sales Report**
Location & Ownership Information

Address:	709 Country Way, Scituate, MA 02066-1814		
Map Ref.:	M: 012 B: 003 L: 001	Zoning:	
Owner 1:	Scituate Town Of		
Owner 2:			
Owner Address:	600 Chief Justice Cushing Hwy, Scituate, MA 02066-3229		

Property Information

Use:		Style:	Conventional
Levels:	2	Lot Size:	95.84 Acres (4174790 sqft.)
Year Built:	1870	Total Area:	0 sqft.
Total Rooms:	15	Living Area:	4867 sqft.
Bedrooms:	0	First Floor Area:	0 sqft.
Full Baths:	2	Addl Floor Area:	0 sqft.
Half Baths:	1	Attic Area:	0 sqft.
Roof Type:	Gable	Finished Basement:	0 sqft.
Heat Type:	Forced Air	Basement:	0 sqft.
Fuel Type:	Oil	Basement Type:	Partially Done
Exterior:	Wood Side/Shingles	Attached Garage:	0
Foundation:		Other Garage:	0
Air Conditioned:	Yes	Fireplaces:	2
Condition:	Good		

Assessment Information

Last Sale Date:	1/1/1970	Last Sale Price:	\$0
Last Sale Book:	3528	Last Sale Page:	768
Map Ref.:	M: 012 B: 003 L: 001	Tax Rate (Res):	13.1
Land Value:	\$1,523,800	Tax Rate (Comm):	13.1
Building Value:	\$347,300	Tax Rate (Ind):	13.1
Misc Improvements:	\$0	Fiscal Year:	2015
Total Value:	\$1,871,100	Estimated Tax:	\$24,511.41

The information in the Public Record is set forth verbatim as received by MLS PIN from third parties, without verification or change.
MLS PIN is not responsible for the accuracy or completeness of this information.

Internal Revenue Service

District
Director

Department of the Treasury

35 Tillary St., Brooklyn, NY 11201

Date: NOV 6 1980

Scituate Arts Association,
Inc.
c/o D.D. Lippendahl
Treasurer
P.O. Box 214
Scituate, MA 02066

Person to Contact:
Clifton G. Belnavis
Contact Telephone Number:
(718) 780-4501
EIN: 23-7009646

Dear Sir or Madam:

Reference is made to your request for verification of the tax exempt status of Scituate Arts Association, Inc.

A determination or ruling letter issued to an organization granting exemption under the Internal Revenue Code of 1954 or under a prior or subsequent Revenue Act remains in effect until exempt status has been terminated, revoked or modified.

Our records indicate that exemption was granted as shown below.

Sincerely yours,



William P. Marshall
District Disclosure Officer

Name of Organization: Scituate Arts Association, Inc.

Date of Exemption Letter: January 1969

Exemption granted pursuant to 1954 Code section 501(c)(3) or its predecessor Code section.

Foundation Classification (if applicable): Not a private foundation as you are an organization described in section 509(a)(2) of the Internal Revenue Code.



MAURA HEALEY
ATTORNEY GENERAL

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

(617) 727-2200
(617) 727-4765 TTY
www.mass.gov/ago

SCITUATE ARTS ASSOCIATION, INC.
c/o Sharon Costas
PO Box 214
Scituate, MA 02066

Certificate for Solicitation

This certificate has been issued to the organization listed below because it is current in its filings with the Attorney General's Division of Non-Profit Organizations/Public Charities. This registration in no manner constitutes endorsement or approval by the Commonwealth of Massachusetts of the named organization.

Name of organization: SCITUATE ARTS ASSOCIATION, INC.
Certificate End Date: 05/15/2016
Attorney General's Account Number: 023038

Issued By
The Division of Non-Profit Organizations/Public Charities
Business and Labor Bureau

MASSACHUSETTS DEPT. OF REVENUE
PO Box 7010
Chelsea, MA 02150-7010



ALAN LeBOVIDGE, COMMISSIONER
LAURIE MCGRATH, ACTING DEPUTY COMMISSIONER

SCITUATE ARTS ASSOCIATION INC
3 CLIFF ESTATES RD
SCITUATE, MA 02066

870

Notice 30048
Exemption Number 237 009 646
Date 12/07/04
Bureau TSD MGT SERV
Phone (617) 887-6367

Dear Taxpayer,

A review of our records indicates that the Massachusetts sales/use tax exemption for SCITUATE ARTS ASSOCIATION INC, a tax-exempt 501(c) (3) organization, will expire on 01/02/05.

The Department of Revenue is issuing this notice in lieu of a new Form ST-2, "Certificate of Exemption". The notice verifies that the Massachusetts Department of Revenue has renewed the sales/use tax exemption for SCITUATE ARTS ASSOCIATION INC subject to the conditions stated in Massachusetts General Laws, Chapter 64H, sections 6(d) or (e), as applicable.

The organization remains responsible for maintaining its exempt status and for reporting any loss or change of its status to the Department of Revenue. Absent the Department of Revenue's receipt of information from the taxpayer by the expiration date of the current certificate that the entity no longer holds exempt status under the above provisions, the taxpayer's certificate is renewed. This renewal will expire on 01/02/15.

The taxpayer's existing Form ST-2, in combination with this renewal notice may be presented as evidence of the entity's continuing exempt status. Provided that this requirement is met, all purchases of tangible personal property by the taxpayer are exempt from sales/use taxation under Chapter 64H or I respectively, to the extent that such property is used in the conduct of the purchaser's business.



Form ST-2
Certificate of Exemption

Massachusetts
Department of
Revenue

Certification is hereby made that the organization herein named is an exempt purchaser under General Laws, Chapter 64H, sections 6(d) and (e). All purchases of tangible personal property by this organization are exempt from taxation under said chapter to the extent that such property is used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation. Willful misuse of this Certificate of Exemption is subject to criminal sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines. (See reverse side.)

* SCITUATE ARTS ASSOCIATION INC
31 FRONT ST
SCITUATE MA
02066

EXEMPTION NUMBER E
237-009-646
ISSUE DATE
01/02/05
CERTIFICATE EXPIRES ON
01/02/05

NOT ASSIGNABLE OR TRANSFERABLE

COMMISSIONER OF REVENUE
FREDERICK A. LASKEY

AND THE SCITUATE ARTS ASSOCIATION, INC.

This temporary license agreement (the "License") is entered into as of this 4 day of October, 2011 by and between the Town of Scituate, Massachusetts, a municipal corporation with a mailing address of 600 Chief Justice Cushing Highway, Scituate, Massachusetts 02066 ("Scituate"), and the Scituate Arts Association, Inc., a duly organized Massachusetts nonprofit corporation with a mailing address of P.O. Box 214, Scituate, MA 02066 (the "Association").

Whereas, Scituate owns the real property with the building located thereon known and numbered as 709 Country Way, Scituate, Massachusetts;

Whereas, the building that is located at 709 Country Way, Scituate, Massachusetts, 02066 (the "Premises"), is currently being used by the Association and will continue to be for the immediate short-term and,

Whereas, the Association is a nonprofit corporation organization that supports and sustains artistic, educational, cultural and community enrichment and service programs which programs provide benefits for the residents of Scituate and therefore serve an important public purpose;

Whereas, in order to ensure continued stability, the Association has requested a long term lease; however, such a lease requires a more formal public bidding process, and pending completion of such process, the parties are entering into this temporary license agreement, in which Scituate wishes to permit the Association to continue to use the Premises for itself and other public education purposes, programs and activities.

Whereas, the Association is willing to assume the responsibilities and comply with the agreements set forth herein for operating and maintaining the Premises and managing the use of the Premises to provide space, seminars, classes, community meeting space and other such uses as may be permitted under this License;

Now therefore, in consideration of the foregoing and the mutual promises herein contained, Scituate and the Association hereby agree as follows:

1. Premises: Permitted Uses.

- (a) During the Term (as defined in Section 2 below), the Association shall be entitled to the use of the Premises in accordance with the terms of this License. A plan of the Premises is attached hereto as Exhibit A.
- (b) The Association and its members, representatives, agents, servants and invitees may use the Premises for the following purposes, subject to the terms of this License:

- (i) Public events, including meetings that are open to the public, fundraising and similar events;
 - (ii) Classroom instruction;
 - (iii) Private use of certain rooms located within the Premises by fully paid members of the Association and subject to a user fee;
 - (iv) Rental of a two bedroom caretaker's apartment located in the Premises subject to the terms of this License; and
 - (v) Other lawful uses as may be permitted by Scituate hereunder.
- (c) Notwithstanding anything set forth herein to the contrary, at no time shall the Premises be used for business or commercial purposes other than those approved by the Board of Selectmen.
- (d) The Association shall make the Premises, other than the apartment and privately used rooms in the Premises, available for municipal and public service uses, including but not limited to meetings of Scituate boards and committees, as requested by Scituate and without cost to Scituate, pursuant to a schedule to be arranged from time to time between Scituate and the Association, upon reasonable advance notice (collectively, "Municipal Co-Use").
- (e) The Association has demonstrated, to the satisfaction of Scituate, that it is a civic, charitable, cultural, artistic, historical or educational organization. The Association shall maintain such status throughout the Term.
- (f) The Association hereby accepts the Premises in its present condition, "as is", without any representations or warranties of any kind.

2. **Term and Termination.** The term of this License (the "Term") shall commence on July 1, 2011 (the "Commencement Date") and, unless sooner terminated, shall terminate on July 1, 2013 (the "Expiration Date"). Notwithstanding anything set forth herein to the contrary, (a) either party hereto may terminate this License for any cause upon ninety (90) days written notice to the other party and (b) the Association may terminate this License immediately in the event of fire or other casualty to the Premises which causes the Premises to become unusable.

If no termination notice has been given under the preceding paragraph, the term of this License may be extended by either party on a two (2) year basis so long as the party so extending delivers written notice of each extension to the other party at least thirty (30) days before each applicable Expiration Date.

3. **Maintenance, Repair and Cleaning.** The Association agrees to:

- (a) Arrange and pay for the supply of all heat, water, gas and utilities necessary for the operation of the Premises (Scituate shall not be required to furnish any additional facilities or services of any kind whatsoever during the Term; Scituate makes no representation or warranty that existing sources of supply, distribution points or utilities are adequate or sufficient for the Association's uses);
- (b) Maintain and repair the plumbing, interior walls, floors, and ceilings subject to wear and tear in the ordinary course of use; provided it being acknowledged that the Association, as short term licensee, is not obligated to make structural repairs or replacements or major capital repairs;
- (c) Providing for building safety and security, including but not limited to regular checking and repair or replacement as necessary of locks and other security devices and fire alarm systems; and
- (d) **Maintain the access road to the Premises. The Town of Scituate will be responsible for the lower lot in its regular sweep of the street for snow removal and will clear the roadway to the estate as time permits in final phases of storm cleanup.** Maintenance of the access road by the Association shall not include any responsibility for water runoff from the access road to Country Way or otherwise.

Scituate has the right, but not the responsibility unless specifically provided otherwise herein, to repair, renovate or alter the Premises during the Term. Any such repairs, renovations or alterations shall be done at Scituate's sole cost and expense, and the Association agrees to work with Scituate to minimize the impact of any such repairs, renovations or alterations on the operations of the Association. Both parties acknowledge that the Association has been working with the CPC and the Historical Society on restoration plans for the Premises.

If, in Scituate's reasonable discretion, Scituate determines that the Association has failed to keep the Premises in an acceptable state during its use Scituate may (a) require the Association to remedy any health and/or safety issues within ninety (90) days after delivering notice of those issues to the Association, (b) require the Association to address any other issues as soon as possible, or (c) reimburse the cost of any repair, cleaning, maintenance or replacement as Scituate deems necessary, provided that it being acknowledged that the Association, as short term licensee, is not obligated to make structural repairs or replacements or major capital repairs. The Association shall reimburse Scituate for the cost of any such repair, cleaning, maintenance or replacement

consistent with the foregoing within thirty (30) days of receipt of a written invoice from Scituate.

4. **Insurance.** The Association shall carry, throughout the Term and at its sole cost and expense necessary and required coverage that meet the requirements of the Town including but not limited to:

- (a) *General liability insurance naming the Town of Scituate as an additional insured*, written on an occurrence basis and including contractual liability coverage to cover any liabilities assumed under this License, for bodily or personal injury or death of persons or damage to property on or about the Premises. The amount of such liability insurance shall be not less than One Million Dollars (\$1,000,000.00) per occurrence.

The minimum coverage stated in this Section 4 may be reconsidered if such an adjustment is reasonably necessary to reflect inflation or changes in the nature or degree of risks insured or to protect against judgments from time to time being awarded in Massachusetts for injury and death.

All insurance provided for in this Section 4 shall be effected under valid and enforceable policies, issued by insurers of recognized responsibility licensed and doing business in Massachusetts and having a so-called Best's Rating of "A" or better, or, if such rating is no longer issued, an equal or better rating by a successor insurance carrier rating service reasonably acceptable to Scituate. All such insurance shall name Scituate as an additional insured. **The Association shall provide a copy of such coverage to the Town.** In addition, evidence of the payment of all premiums of such policies will be delivered to Scituate. If the Association fails to maintain any of the insurance required hereunder, which failure continues for ten (10) days after Scituate gives notice to the Association of such failure, then Scituate, at its election, may procure such insurance as may be necessary to comply with the above requirements (but shall not be obligated to procure the same), and the Association shall repay to Scituate the cost of such insurance.

5. **Indemnification.** The Association hereby indemnifies and holds Scituate harmless from any injury, loss, claim or damage to any person or property resulting from (a) any use, non-use, possession, occupation, condition, operation, maintenance or management of the Premises or any part thereof during the Term and (b) any material failure on the part of the Association to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this License on its part to be performed or complied with, except that the Association will not be required to indemnify and hold harmless Scituate from any injury, loss, claim or damage that is caused by the negligence or willful misconduct of Scituate (but only to the extent that such loss, claim or damage is caused by Scituate's negligence or willful misconduct).

If Scituate obtains separate counsel in enforcing its rights hereunder due to the requirements of M.G.L. C. 268A or due to reasonable concerns that its interests and that

of the Association may be adverse or that counsel provided by the Association may have a conflict in interest or is not providing effective representation of Scituate, then the reasonable expenses of such separate counsel shall be at the Association's expense.

The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to Scituate which would exist at common law or under any other provision of this License, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Section 5. This License is made on the express condition that Scituate shall not be liable for, or suffer loss by reason of, any damage or injury to any property, fixtures, buildings or other improvements or to any person or persons at any time on the Premises, specifically including any damage or injury related to the Premises, unless caused by the negligence or willful misconduct of Scituate.

The provisions of this Section 5 shall survive the termination or expiration of this License.

6. **Other Conditions.**

- (a) Subject to ordinary wear and tear, the Association agrees not to harm the Premises, or commit or permit waste, or create any nuisance or disturbance, or make any use of the Premises other than the permitted uses as set forth in Section 1 hereof.
- (b) During the Term, the Association shall comply in all material respects, at its own cost and expense, with (a) all applicable laws, by-laws, ordinances, codes, rules, regulations, orders, and other lawful requirements of the governmental bodies having jurisdiction over the Premises or the Association, including without limitation, the Zoning Bylaw and other ordinances of Scituate, and (b) the requirements of all policies of public liability or other types of insurance at any time in force with respect to the Premises.

7. **Force Majeure.** In no event shall Scituate be liable to the Association for any indirect or consequential damages to the Premises if the Association is delayed in or prevented from using the Premises as permitted under this License by reason of any cause beyond Scituate's reasonable control, including, without limitation, acts of God, strikes, lockouts, labor troubles, failure of power or other utility services, riots, insurrection, war, or the requirements of any regulations of general application (herein "Force Majeure Events"). The failure of either party hereto to perform its obligations, covenants and agreements hereunder shall be excused if the party failing to perform is unable to so perform by reason of Force Majeure Events.

8. **Non-Assignment.** The Association shall not assign or otherwise transfer this License or any interest in this License without the express written consent of Scituate, which consent may be withheld in Scituate's sole discretion.

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9. **Surrender and Holdover.** The Association shall on the last day of the Term, or upon any earlier termination of this License, (a) quit and peacefully surrender and deliver up the Premises to the possession and use of Scituate without delay and in good order, condition and repair, including any fixtures and/or improvements installed by the Association therein. The Premises shall be surrendered free and clear of all liens and encumbrances other than those existing on the Commencement Date and those permitted under this License or created or suffered by Scituate. Upon or at any time after the expiration or earlier termination of this License, Scituate shall have, hold and enjoy the Premises and the right to receive all income from the same.

The Association shall remove from the Premises all personal property within thirty (30) days after the termination of this License and shall repair at the Association's sole cost any damage to the Premises caused by such removal, unless Scituate permits such property to remain.

If the Association or any party claiming by, through or under the Association retains possession of the Premises or any part thereof after the expiration or earlier termination of this License, then Scituate may, at its option, serve written notice upon the Association that such holding over constitutes (i) an Event of Default under the License, or (ii) a month-to-month tenancy, upon the terms and conditions set forth in this License, or (iii) the creation of a tenancy-at-sufferance, in any case upon the terms and conditions set forth in this License. The Association shall also pay to Scituate all damages actually sustained by Scituate resulting from retention of possession by the Association. The provisions of this paragraph shall not constitute a waiver by Scituate of any right of re-entry as set forth in this License, nor shall receipt of any License Fee or any other act in apparent affirmation of the Association's holdover operate as a waiver of Scituate's right to terminate this License for a breach of any of the terms, covenants, or obligations herein on the Association's part to be performed. Any personal property or equipment of the Association not removed within thirty (30) days following the expiration of this License shall, at Scituate's option, become the property of Scituate.

10. **Default.** Each of the following events shall be deemed an "Event of Default" hereunder:
- (a) If the Association shall fail to perform or comply with any of the other agreements, terms, covenants or conditions in this License for a period of thirty (30) days after notice from Scituate to the Association specifying the items in default, or in the case of a default or a contingency which cannot with due diligence be cured within such thirty (30) day period, for such additional time reasonably necessary provided the Association commences to cure the same within such 30-day period and thereafter prosecutes the curing of such default with diligence;
 - (b) If the Association shall initiate voluntary proceedings under any bankruptcy or insolvency law or law for the relief of debtors, or if there shall be initiated against the Association any such proceedings which are not dismissed or stayed on appeal or otherwise within ninety (90) days, or if, within ninety (90) days after the
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expiration of any such stay, such appointment shall not be vacated or stayed on appeal;

- (c) If the Association vacates or abandons the Premises for a period of more than forty-five (45) consecutive days; *provided, however*, that the Association shall not be deemed to have vacated or abandoned the Premises with respect to any period during which all or any portion of the Premises may be vacant as a result of or in connection with work being done to repair or restore the Premises in accordance with the terms hereof or for such other reasons which are beyond the reasonable control of the Association.
- (d) The Association makes any assignment or transfer of its rights hereunder in violation of this License; or
- (e) The Association violates any term of the License beyond the applicable grace and cure periods.

11. **Default Remedies.**

- (a) **Termination.** Upon an Event of Default, Scituate at any time thereafter may give written notice to the Association specifying such Event or Events of Default and stating that this License and the Term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least ten (10) days after the giving of such notice. Upon the date specified in such notice, this License and the Term hereby demised and all rights of the Association under this License shall expire and terminate (unless prior to the date specified for termination the Event or Events of Default shall have been cured, in which case this License shall remain in full force and effect), and the Association shall remain liable as hereinafter provided and all improvements shall become the property of Scituate without the necessity of any deed or conveyance from the Association to Scituate. The Association agrees upon request of Scituate to immediately execute and deliver to Scituate any deeds, releases or other documents deemed necessary by Scituate to evidence the vesting in Scituate on of the ownership of all improvements. Upon such termination, Scituate may dispossess the Association and anyone claiming by, through or under the Association by summary proceedings or other lawful process.
- (b) **Scituate's Right to Perform Covenants.**
 - (i) Upon an Event of Default, Scituate may, but shall be under no obligation to, cure such default. Scituate may for any such purpose take all such action thereon as may be necessary. Scituate shall not be liable for inconvenience, annoyance, disturbance or other damage to the Association or any operator or occupant of the Premises by reason of making such repairs or the performance of any such work or on account of bringing materials, tools, supplies and equipment onto the Premises during the

course thereof, and the obligations of the Association under this License shall not be affected thereby.

(ii) All reasonable sums so paid by Scituate and all reasonable costs and expenses incurred by Scituate, including reasonable attorneys' fees and expenses, in connection with the performance of any such act shall be paid by the Association to Scituate within thirty (30) days of receipt of a written invoice from Scituate therefore. If Scituate shall exercise its rights under this Section 11(b) to cure a default of the Association, the Association shall not be relieved from the obligation to make such payment or perform such act in the future, and Scituate shall be entitled to exercise any remedy contained in this License if the Association shall fail to pay such obligation to Scituate. All costs incurred by Scituate hereunder shall be presumed to be reasonable in the absence of a showing of bad faith, clear error, or fraud.

(c) Injunctive Relief. In the event of any breach or threatened breach by the Association of any of the agreements, terms, covenants or conditions contained in this License, Scituate shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies that were not provided for in this License.

(d) Remedies Cumulative. Each right and remedy provided for in this License shall be cumulative and shall be in addition to every other right or remedy provided for in this License or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Scituate of any one or more of the rights or remedies provided for in this License or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Scituate of any or all other rights or remedies provided for in this License or now or hereafter existing at law or in equity or by statute or otherwise.

12. Notices. Any notice required or permitted hereunder shall be in writing and shall be hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed:

if to Scituate, to:

Patricia A. Vinchesi
Town Administrator
Town of Scituate
600 Chief Justice Cushing Highway
Scituate, Massachusetts 02066

and if to the Association to:

Janet Cornnachio, President
Scituate Arts Association, Inc.
P.O. Box 214
Scituate, Massachusetts 02066

13. **Environmental.** "Environmental Laws" means, collectively, any federal, state, or local law, rule or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, contamination, clean-up or disclosures, and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. ("RCRA"); the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq. ("SARA"); the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq. ("TSCA"); the Hazardous Materials Transportation Act, 49 U.S.C. Appx. §§ 1801 et seq.; the Massachusetts Hazardous Waste Management Act, Mass. Gen. L. c. 21C §§ 1 et seq.; the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Mass. Gen. L. c. 21E §§ 1 et seq.; the Massachusetts Toxic Use Reduction Act, Mass. Gen. L. c. 21I §§ 1 et seq.; the Underground Storage Tank Petroleum Product Cleanup Fund, Mass. Gen. L. c. 21J §§ 1 et seq.; or any other applicable federal or state statute or city or county ordinance regulating the generation, storage, containment or disposal of any Hazardous Material (as defined below) or providing for the protection, preservation or enhancement of the natural environment, any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of oil and hazardous wastes, substances and materials, stormwater drainage, and underground and above ground storage tanks; and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations.

The Association hereby represents and covenants that, except as may be permitted by and only in accordance with Environmental Laws, the Association, except in the ordinary course of business as an art association, shall not allow any Hazardous Materials (as defined below) to exist or be stored, located, discharged, possessed, managed, processed, or otherwise handled on the Premises, and shall strictly comply with all Environmental Laws affecting the Premises. For purposes of this License, "Hazardous Materials" shall mean, but shall not be limited to, any oil, petroleum product and any hazardous or toxic waste or substance, any substance which because of its quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitutes or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including without limitation any asbestos (whether or not friable) and any asbestos-containing materials, lead paint, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), toxic metals, explosives, reactive metals and compounds, pesticides, herbicides, radon gas, urea formaldehyde foam insulation and chemical, biological and radioactive wastes,

or any other similar materials which are included under or regulated by any Environmental Law.

The agreements, representations and warranties of the Association in this section shall survive the expiration or earlier termination of this License.

14. **Miscellaneous.**

- (a) **No Waiver.** The failure of either Scituate or the Association to insist upon the strict performance of any provision of this License shall not constitute a waiver of compliance with the remaining provisions hereof
 - (b) **Sole Agreement.** This License shall constitute the only agreement between Scituate and the Association relative to the use of the Premises, and no oral statements and no prior written matter not specifically incorporated herein shall be of any force and effect. In entering into this License, the Association relies solely upon the representations and agreements contained herein.
 - (c) **Amendments.** This License may be amended only by written agreement of both Scituate and the Association.
 - (d) **Governing Law.** This License shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.
 - (e) **Severability.** If any term or provision of this License or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this License shall be valid and be enforced to the fullest extent permitted by law.
 - (f) **Successors and Assigns.** The covenants and agreements herein contained shall bind and inure to the benefit of Scituate, its successors and assigns, and the Association, its successors and assigns.
 - (g) **Scituate Liability.** Anything contained in this License to the contrary notwithstanding, but without limitation of the Association's equitable rights and remedies, Scituate's liability under this License shall be enforceable only out of Scituate's interest in the Premises, and there shall be no other recourse against, or right to seek a deficiency judgment against, Scituate, nor shall there be any personal liability on the part of Scituate or any member of its Board of Selectmen, or any officer or employee of Scituate, with respect to any obligations to be performed hereunder. Without limitation of the foregoing, Scituate shall not be liable to the Association for any loss, damage or injury of whatever kind caused by, resulting from, or in connection with (i) the supply or interruption of gas, electric current, oil or any other utilities to the Premises, (ii) water, rain or snow which may leak or flow from any street, utility line or subsurface area or from any part of the Premises. In no event shall Scituate be liable to the Association for
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any indirect, special or consequential or punitive damages or loss of profits or business income arising out of or in connection with this License.

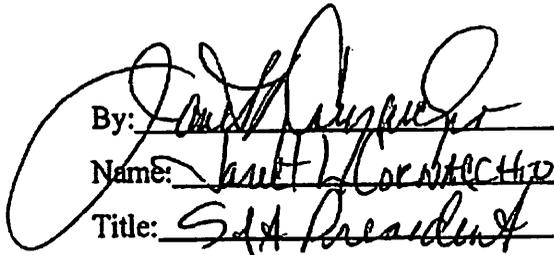
- (h) Captions, Exhibits, Gender, Etc. The captions of this License are for convenience and reference only and in no way define, limit or describe the scope or intent of this License nor in any way affect this License. The exhibits to this License are incorporated into this License and are a part hereof. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another.
- (i) Time of the Essence. Time shall be of the essence hereof.
- (j) Prevailing Party. In any litigation between the parties arising out of this License, or in connection with any other actions taken or notices delivered in relation to a default by any party to this License, the non-prevailing party shall pay to the prevailing party the prevailing party's reasonable attorneys' fees and costs incurred in connection with the enforcement of the terms of this License.
- (k) Brokers. Each of Scituate and the Association each warrants and represents to the other that it has had no dealings or negotiations with any broker or agent in connection with this License. Each agrees to pay, and shall hold the other harmless and indemnified from and against any and all costs, expenses (including without limitation counsel fees) or liability for any compensation, commissions and charges claimed by any broker or agent resulting from any such dealings by the indemnifying party with respect to this License or the negotiation thereof
- (l) Covenants Running with the Land. The Association intends, declares, and covenants, on behalf of itself and all future holders of the Association's interest hereunder, that this License and the covenants and restrictions set forth in this License regulating and restricting the use, occupancy, and transfer of the Premises (a) shall be and are covenants running with the Premises, encumbering the Premises for the term of this License, binding upon the Association and the Association's successors-in-interest; (b) are not merely personal covenants of the Association; and (c) the benefits shall inure to Scituate.
- (m) Entire Agreement. This License, including all attached exhibits, contains the entire agreement between Scituate and the Association with respect to its subject matter. Except for those which are specifically set forth in this License, no representations, warranties or agreements have been made by Scituate or the Association to one another with respect to this License.
- (n) Cumulative Rights. Except as expressly limited by the terms of this License, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

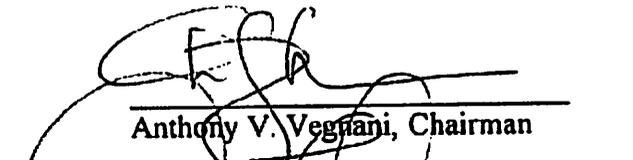
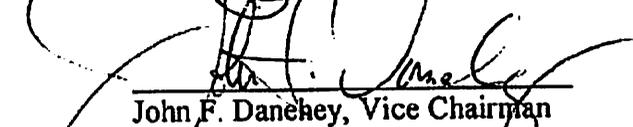
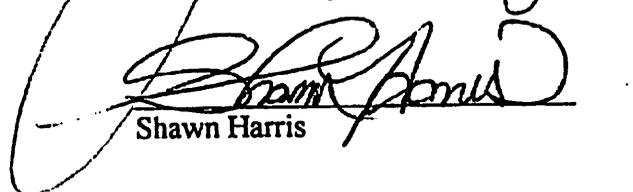
- (o) Counterparts. This Agreement may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.
- (p) Intent and Effect. The terms and conditions of this License have been freely accepted by the Association and Scituate

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this 4 day of October, 2011.

Scituate Arts Association, Inc.

**Town of Scituate, Board of
Selectmen**

By: 
Name: Scott Corbett
Title: SAA President


Anthony V. Veghiani, Chairman

John F. Danehey, Vice Chairman

Shawn Harris

Board of Selectmen Vote of: August 2, 2011

January 9, 2009

To Whom It May Concern:

The Board of Selectmen took the following vote at a meeting held on January 6, 2009:

Mr. Danehey made a MOTION that the Board of Selectmen VOTE to GRANT authority to the Scituate Arts Association to move forward on their application for Community Preservation Act funding for the restoration of the Town owned Ellis House. SECONDED by Mr. Norton. No discussion. Danehey, Vegnani and Murray voted in favor of the motion. Mr. Harris and Mr. Vegnani abstained. The motion carries. (3-0)

If you should have any questions, please do not hesitate to contact this office.

Sincerely,

Kimberley A. Donovan
Administrative Assistant
Board of Selectmen

/kad