

**BAILEY-ELLIS HOUSE BASEMENT A INTERIOR
PERIMETER DRAINAGE PROJECT
709 Country Way, Scituate, Massachusetts**



Prepared by Scituate Arts Association, Inc.
Janet Cornacchio, President,
Robin Glazier, Clerk,
Mark Malinowski, Artist Volunteer
July, 2021



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.

June 29, 2021

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

The Scituate Arts Association would like to request \$8,085 in funds (66% of the project total of \$12,250, with the SAA contributing \$4,165 or 34% of the total) from the Community Preservation Committee for our 2021 Bailey-Ellis House Basement A Interior Perimeter Drainage Project. Attached is our electronic submission consisting of the CPC Funding Request Form along with the Project Information Form including all supporting documentation plus references to previous applications.

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

Thank you for consideration of our needs.

Best

Janet Cornacchio
SAA President

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
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BAILEY-ELLIS HOUSE BASEMENT A INTERIOR PERIMETER DRAINAGE PROJECT

709 Country Way, Scituate, Massachusetts

by the Scituate Arts Association

July, 2021



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Scituate Community Preservation Committee Funding Request Form

DATE and YEAR of Application July 1, 2021

APPLICANT INFORMATION

Project Sponsor or Organization: Scituate Arts Association (SAA)

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 Basement A Interior Perimeter Drainage Project

BRIEF DESCRIPTION OF PROJECT: Although the Scituate Arts Association ("SAA") has previously executed perimeter drainage on the outer and inner edges of the Ellis House driveway, recent heavy rains created extreme water leaking/flooding through the rock foundation and into Basement A (the main basement). Although previously recommended by consultants on prior projects, interior perimeter drainage was not previously executed due to lack of funds. Based on the recent Basement A flooding, it is evident that we are in immediate need of installation of an interior perimeter drain within the Bailey-Ellis House main basement. Due to cost overruns on the previous 2013 Bailey-Ellis House Roof & Site Drainage Improvement Project, the interior drain was eliminated from that plan, which instead focused on exterior drainage only at that time. However, to try to address interior water issues, the SAA did install dehumidifiers connected to the sump pumps, and installed exterior drainage into drywells, but these efforts have not fully addressed the interior water infiltration issue. Typical to high-end Victorian construction at the time, the house was designed with an airflow system from the basement up out through the Tower, but with the excess water collecting in the basement, the heavily damp air is working its way throughout the house creating ceiling issues within the common areas of the house, etc. Since Basement A is part of the airflow system and the basement is held up by cedar trees, we need to keep water to a minimum in that Basement. Lastly, as a conservation measure, the SAA plans to incorporate 4 rain barrels into the exterior drainage system to collect rain water for use in the gardens and other outdoor watering needs.

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: 12-3-1

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

Current Zoning Classification: Conservation Commission; Scituate Arts Association

Assessed Value: Ellis House building assessed at \$645,100.00

Title in name of: Town of Scituate Title Abstract Date: 6/25/69; Bk3522, P768

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 efforts on a local landmark so the public may continue to enjoy it into the future, and provides public meeting space for artists, and supplies affordable housing for the Caretaker, and contributes to preserving Scituate's historic heritage. See the attached pertinent pages from the 2011 Conditions Assessment and Preservation Plan for the Bailey-Ellis House, by Wendy Frontiero, Preservation Architect, as well as the attached History of the Historic Bailey-Ellis House, by Wendy Frontiero, both of which are attached to the Project Information form.

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 from 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.)*

SAA Board member Janet Cornacchio communicated with Scituate Community Preservation Committee members Dan Fennelly and Mary Sprague and advised that the SAA would be filing for additional funding to fully complete the missing elements from the original basement work that remains unaccomplished, that being more fully spelled out in the 2013 Bailey-Ellis House Roof & Site Drainage Improvement Project application. That project experienced cost overruns due to the complicated nature of the roofing portion of that Project resulting in the elimination of the interior basement drainage measures originally planned for the House. See the attached pertinent pages from the 2013 Bailey-Ellis House Roof & Site Drainage Improvement Project application which is attached to the Project Information form.

Notes: Above-noted authorization letter from Board of Selectman dated January 9, 2009 also applies to permits; additional historical documentation attached.

What non-financial support and services are necessary, and how will these be provided?

Research, grant writing, timeline-tracking, record-keeping, and project supervision services will be provided by: Janet Cornacchio, President; Robin Glazier, Clerk, see attached resumes; Jeff Morse, Contractor.

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.

The SAA is seeking 66% funding from the CPC for the Bailey-Ellis House Basement A Interior Perimeter Drainage Project. These funds are requested due to the emergency nature of the water-leakage/flooding of the house's main basement and the need for interior perimeter drain installation to mitigate basement flooding and heavily damp airflow issues throughout the house during future storms. Please note, exterior perimeter mitigation has already been executed. The SAA plans on providing 34% funding from its own fundraising budget, which has been severely limited by the pandemic issues over the past 14 months.

Proposed Funding

Total Project Cost	CPC Funds Requested	Sources of Funds other than CPA	Amount	Funding Secured? (Y/N)*
\$12,250.00	\$8,085.00	SAA Op. Budget	\$4,165.00	Y
			\$	
			\$	
			\$	
			\$	

** 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.

Previous exterior/driveway perimeter drainage did not fully mitigate the interior basement flooding in Basement A, which has increased over the past approximately 14 months. Therefore, immediate interior perimeter drainage work needs to be executed.

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: 6.29.21 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: _____

Town of Scituate
Community Preservation Committee
Project Information Form

Project Title: Bailey-Ellis House Basement A Interior Perimeter Drainage Project

Please attach a narrative with accompanying material covering the subjects below:

1. Scope or concept of project:

To preserve structural integrity of Basement A (the main basement) of the Bailey-Ellis House by installing a perimeter interior drainage system in Basement A to prevent future flooding during storms, and to also mitigate the heavily damp airflow as a result of the basement air rising up through the house and out through the Tower. It is believed that water levels have risen due to ongoing development/construction adjacent to the Bailey-Ellis House property and more frequent flooding will continue to occur if perimeter interior drainage is not executed. We have seen over the past year elevated levels of interior water in the basement. The "Balloon Construction" airflow system used when this Victorian home was built connects the basement to the Tower in terms of the airflow system throughout the home (common in high-end Victorian construction of the era). The weather-related standing water in the basement has created heavily damp air flowing throughout the common areas of the home, contributing to ceiling issues, etc. Additionally, the cedar trees holding up the basement ceiling should not be sitting in standing water (currently, they stand on stone, but an inch of standing water breaches the stone platform). Please see attached pertinent pages from the 2013 Proposed Moisture & Drainage Improvement Plan for the Bailey-Ellis House, by Mark Coughlin of Strekalovsky Architecture, Inc., as well as the attached 2013 Bailey-Ellis House Roof & Site Drainage Preservation Plan, as well as the attached application, as well as the attached pertinent pages of the 2011 Conditions Assessment by Wendy Frontiero, Preservation Architect.

2. Project goal and objectives:

To prevent future basement flooding and standing water and mitigate the resulting interior high humidity levels throughout the building by directing water flow out of the building through an interior perimeter gravity drainage system that draws water away from the house, and therefore, helps to preserve the Bailey-Ellis House for future public use. Please see attached pertinent pages from the 2013 Proposed

Moisture & Drainage Improvement Plan for the Bailey-Ellis House, by Mark Coughlin of Strekalovsky Architecture, Inc., as well as attached pertinent pages of the 2011 Conditions Assessment by Wendy Frontiero, Preservation Architect.

- Describe how the project conforms to CPA CATEGORY SPECIFIC CRITERIA and identify any relationship to other CPC approved or proposed projects.

Please refer to the attached pertinent pages from the 2013 Bailey-Ellis House Roof and Site Drainage Improvement Project application, as well as the attached pertinent pages from the Conditions Assessment and Preservation Plan for the Bailey-Ellis House, all of which show the long history this house has with the Town of Scituate and its inhabitants, as well as its connection to previous CPC projects. Please note, interior perimeter drainage was never executed in the Roof and Site Drainage Improvement Project and now, due to increased recent flooding, it needs to be executed.

- Projected action plan and timeline (List steps needed to complete project. These steps will be critical to completing Project Status Reports that will be due at staged intervals until the project is complete.)

STEP 1: Dumpster & basement clean-out:

STEP 2: Perimeter drainage – jackhammer or sawcut a trench all around the perimeter approx. 130 ft; excavate and install a 4” pipe with ¾ crushed stone; trench dimensions 1.5 ft wide x 1 ft deep; trench will end at the existing sump pit:

STEP 3: Drainpipe to rear; lay 4” SCH40 pipe from the sump pump basin to daylight out bac approx. 85 ft; backfill trench; cover with screened loam and seed:

STEP 4: Drainage from basement artist studio to perimeter drainage – jackhammer or sawcut a trench through basement studio approx 33 ft hooking into perimeter drainage trench in adjacent basement; install 4” pipe with ¾ crushed stone; trench dimension 1.5 ft wide x 1 ft deep.

STEP 5: Acquire and install 4 rain barrels attached at appropriate locations to the downspout system for water conservation measures.

- Include a brief description of the anticipated costs, CPA funding request and other funding

Total Project Cost	CPC Funds Requested	Sources of Funds other than CPA	Amount	Funding Secured? (Y/N)*

\$12,250.00	\$8,085.00	SAA Op. Budget	\$4,165.00	Y
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Please also see the budget section at page 2 of the attached Funding Request Form. SAA will be matching 34% from its fundraising budget.

6. Budget justification (Provide a budget with line itemization and an explanation for why each type of expense is needed.)

Total Project Cost	CPC Funds Requested	Sources of Funds other than CPA	Amount	Funding Secured? (Y/N)*
\$12,250.00	\$8,085.00	SAA Op. Budget	\$4,165.00	Y

Please also see attached estimates from contractor Jeff Morse; and Busy Dog Basement Technologies.

7. Please describe any possible annual cost to the Town of Scituate after the project is completed.

N/A

8. Relevance to community (Preference will be given to proposals that address as many SCITUATE COMMUNITY GOALS as possible.)

Please see attached pertinent pages from the 2013 Bailey-Ellis House Roof and Site Drainage Improvement Project application, as well as the attached History of the Bailey-Ellis House authored by Wendy Frontiero, Preservation Architect, with attachments, as well as the attached PowerPoint Presentation that Wendy Frontiero gave at the Scituate Public Library titled "The Pleasure of Wealth: High Victorian Architecture and The Lost History of the Bailey-Ellis Estate" highlighting the Bailey-Ellis House's historical significance (slides available upon request), all of which show the long history this house has with the Town of Scituate and its inhabitants.

9. Supporting documents (Provide supporting letters, surveys, plans, cost, quotations, maps, deeds, title abstracts, photos, etc.)

Please see documents attached hereto, including plans, SAA board votes, IRS letter, SAA letter to Town renewing License Agreement, resumes, deeds, property card, photos, etc.

OVERVIEW OF PREVIOUS FUNDING

The request for funding of the Bailey-Ellis House Basement A Interior Perimeter Drainage 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 Scituate Arts Association Bailey-Ellis House Roof, Drainage & Soffit Completion Project and Site Drainage Improvement Project awarded \$3,250.
- 2012 SAA matching funds \$3,250 for Ellis House Restoration fund raising.
- 2013 Cynthia Woods Mitchell funding \$4,920.00 matching funds for window preservation plan.
- 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. Final work on this project was delayed by weather and scheduling limitations of the contractor with experience in historic preservation, which stretched completion of this Project into 2020.
- 2014 CPC funding \$8,300.00 for the Bailey-Ellis House Dining Room Beam Preservation Project.
- 2015 CPC funding \$5,700.00 for the Bailey-Ellis House Roof, Drainage and Soffit Completion Project.
- 2015 CPC funded ADA handicapped accessibility ramp (this was part of the 2013 CPC grant).

To review, the SAA's 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 as the handicap access door, including rehangng and refinishing of shellac, etc., and custom screen storm door created and installed by Don Burriss.

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.

In 2019, the SAA refocused its grant writing attention to a request for matching funds to perform an interior renovation of the Front Street Art Gallery (the 2019 MCCFF Gallery Ceiling and Renovation Project, \$46,000.00 (half provided by MCCFF)), which work was completed in February, 2020, right before the Covid shutdown. Now that restrictions are lifting, the SAA is redirecting its focus back to its Ellis House preservation campaign.

***Attachments to Project Information Form:**

- 2013 Proposed Moisture & Drainage Improvement Plan for the Bailey-Ellis House**
- 2013 Bailey-Ellis Roof & Site Drainage Preservation Plan**
- 2011 Conditions Assessment and Preservation Plan for the Bailey-Ellis House**
- Estimate from Jeffrey R. Morse**
- Estimate from 1-800-Busy Dog Basement Technologies**
- Ellis House History, compiled by Wendy Frontiero**
- Bailey-Ellis House Talk by Wendy Frontiero “The Pleasure of Wealth: High Victorian Architecture and the Lost History of the Bailey-Ellis House.”**

* Additional relevant information in support of the Project Information Form topics are reference by the following notation #1, #2, #3, #8 & #9

Proposed Moisture & Drainage Improvement Plan for the
BAILEY-ELLIS HOUSE

709 Country Way, Scituate, Massachusetts

Prepared for
The Scituate Arts Association



Prepared by:

Mark Coughlin, AIA
Strekalovsky Architecture Inc.

42 North Street
Hingham, MA 02043

Tel (781) 740-4292, Fax (781) 740-4279

May 6, 2013
Revised September 23, 2013

Strekalovsky Architecture Incorporated

42 North Street, Hingham, MA 02043 tel 781.740.4292/ fax 781-740.4279 www.strekalovskyarchitecture.com



Photo of more ponding south of the driveway

V. Basement Summary:

#1, #2

There are essentially three basements in the house that were constructed at various stages in the mid-late 1800's. They are identified as areas A, B & C on the foundation plan. The foundation walls are roughly 6 ft. high and consist of 16-20 inch thick loose-laid fieldstone with mortar packed joints. Overall, the stone and joints appear to be in fair-good condition; however, there are several areas along the south wall where mortar was observed coming loose from the joints.

Mud slabs exist in basements B & C and there is a partial slab in basement A. Vapor-barriers do not exist under any of the slabs. The foundation walls and floor above are not insulated. A cement parging was applied over the exterior side of the foundation walls in basement A and show signs of cracking and flaking due to its age.

Water intrusion is a continuous problem in all areas of the basement but the most significant areas of intrusion occur on the south side of the foundations. Water appears to be entering the foundation through joints in the stones and cracks in slabs from hydrostatic pressure in the soils. This persistent problem results in a continuously damp and unhealthy environment.

The recommendations of this report are based on a post-construction approach to reduce moisture in the basements areas as indicated on drawing A1 "Foundation Plan" .

Because the foundations are existing, pre-construction techniques such as exterior sheet membranes and under slab drainage systems are not viable options for correcting the problems with basement flooding; therefore, post-construction techniques will have to be utilized. These include the installation of interior wall vapor-barriers, perimeter grate drains, sump pumps and dehumidifiers. Grate drains are placed along the base of the foundation walls to collect water as it enters the foundation and directs it to sump pumps via perimeter drains where it is discharged to the exterior. The wall vapor-barrier traps condensate moisture that appears on the foundation wall and directs it to the grate drain. Dehumidifiers are used to remove water vapors from the air during the summer months when the humidity is high to maintain a consistent dry atmosphere throughout the space.

Note: The post-construction products referred to on the drawings and recommended in this report are manufactured by Pioneer Basement Incorporated or Westport, MA. Manufacturers offering similar products include Basement Technologies and Basement System of Massachusetts to name a few.

VI. Basement Photos:



Photo of south foundation wall in basement - C



Photo of north foundation wall in basement - B



Photo of existing sump in basement-A

VII. Basement Recommendations:

Strekalovsky Architecture Incorporated

42 North Street, Hingham, MA 02043 tel 781.740.4292/ fax 781-740.4279 www.strekalovskyyarhitecture.com

Water entering the foundation needs to be collected at the source and redirected to sump pumps where it can be discharged to the exterior grade or drainage system. We recommend the installation of a shallow perimeter "grate drain" in all areas of the basements, or at the very least, along the inside perimeter of the south foundation walls. This involves removing/replacing a portion of the existing slab and installing the drain flush with the slab surface as shown in the photo below.



Grate Drain



Typical Grate Drain Installation

The installation of a "thermal shield" insulating wall vapor-barrier over the entire foundation wall will trap condensation and moisture that forms on the inside surface of the foundation and direct it to the perimeter gate drains.

Grate trenches should be installed at the two exterior door locations to collect water that may overflow in the exterior areaways and find its under the doors and into the basement. These are also tied to the sump pumps.

Sump pumps should be installed in basements A & C to discharge water collected from the perimeter drains. The sums should be perforated to allow discharge of the water-table as well. A battery backup system can be installed at the SAA's option.



Perforated Sump, pump and backup pump



Minimum 8 hour battery back-up units

Condenser/evaporator units capable of treating an area of 2200 sf should be installed in basements A&C to dehumidify the air. These should include condensate pumps that drain to the sumps.

Install a 4" concrete slab and vapor-barrier over gravel fill throughout basement area -A. This will prevent water vapors entering the basement through the dirt floor and has an added benefit of area may then be used for storage.

Bailey- Ellis House Roof & Site Drainage Preservation

Presented to the

Scituate Community Preservation Committee

by the Scituate Arts Association

October, 2013



**SCITUATE COMMUNITY PRESERVATION COMMITTEE
PROJECT INFORMATION FORM**

**SCITUATE ARTS ASSOCIATION
FUNDING REQUEST APPLICATION - 2013**

Project Title: Bailey-Ellis House Roof & Site Drainage Preservation Project

1. Scope or concept of project:

The scope of this project is to preserve the historic fabric of the Bailey-Ellis House, top to bottom, by controlling moisture infiltration. The proposed project will address site drainage around the building, water entering the basement, and roof drainage. Collateral benefits of the project will include improving the overall air quality within the building and improving public access to and enjoyment of the property.

2. Project goal and objectives:

#2

The proposed project preserves and protects an important historic building in Scituate, enhances recreational activities in surrounding conservation land that was part of its original estate, and improves a vital gathering place for teaching and appreciating art within the Scituate community.

Inappropriate roof drainage, inadequate site drainage, and groundwater infiltration in the basement have contributed to the decay of structural elements in the basement, failing exterior paint, and the deterioration of clapboards and of wood trim around the building (most especially at the tower and at roof edges). The proposed project has three major components:

Site Improvements:

Redirect water away from the building foundation and prevent pooling of water near the building and on the adjacent driveway and parking areas: Install new drainage systems, a rainwater recharge system, and re-grade the drive; all of which are necessary rehabilitative modifications to address deficits in the original design of the envelope in order to preserve the building into the future.

Basement Improvements

#1

Control water infiltration through walls and floor: Install interior perimeter drains, wall vapor-barriers, sump pumps with battery backup systems, dehumidifiers, and new concrete slabs.

Roof Improvements

Upgrade the drainage system for the size and complexity of the historic roof design and provide a weather-tight roof cladding: install period-appropriate, adequately-sized, and appropriately located gutters and downspouts. Replace the existing roofing with new asphalt shingles, rubber underlayment, and metal flashings.

3. Describe how the project conforms to CPA CATEGORY SPECIFIC CRITERIA and identify any relationship to other CPA approved or proposed projects.

- Level of historical significance —

#3, #8

Built circa 1874, the Bailey-Ellis House is an outstanding example of Victorian residential architecture in Scituate. It also exemplifies the summer resort development of the town, and is associated with members of one of Scituate's most prominent and populous families, who distinguished themselves as important Boston merchants. Members of the family sold the property to the Town in 1969. Today, the original 100-acre estate is maintained primarily as conservation land; the house and 3.6 acres of land immediately surrounding it are reserved for the Scituate Arts Association, which is responsible for operating and maintaining the building. The Massachusetts Historical Commission (MHC) has authorized nominating the Bailey-Ellis House to the National Register of Historic Places. An application has been submitted to and is under review by the MHC and the Town of Scituate.

The property has received previous CPC funding in 2008/2009, 2010/2011 and 2011/2012, which contributed to development of an application to the National Register of Historic Places, preparation of a Conditions Assessment and Preservation Plan, and restoration and painting of the exterior of the building. In addition, preservation grants for the Bailey-Ellis House have also been awarded to the SAA by the National Trust for Historic Preservation (\$10,670 for the Conditions Assessment and Preservation Plan, Roof and Site Drainage Improvement Project, and Window Preservation Plan) and Preservation Massachusetts (\$1,500 for the Conditions Assessment and Preservation Plan).

The SAA plans to request \$79,000.00 from CPA funds with the understanding that we will also be applying for funding from both the Massachusetts Historical Society and the Massachusetts Cultural Facilities Fund for the 2014 grant cycle. The SAA is following the recommendation of the Scituate Historical Commission in this regard.

HISTORIC PRESERVATION GOALS AND CRITERIA (#2, #3, #8) (Preservation of the town's historic resources)

Goal 1—“Protecting historical resources.”

The Bailey-Ellis House has been nominated to the National Register of Historic Places for its architectural and historical significance in the development of Scituate. It retains a high level of integrity in its location, design, setting, materials, and workmanship, notably in the retention of its original 100-acre estate, the distinctive roofline, exuberant exterior architectural details, and high-style interior features. The proposed Roof and Site Drainage Preservation Project adheres to the U.S. Secretary of the Interior's *Standards for the Treatment of Historic Properties*, as required by the Community Preservation Act.

Goal 2—“Optimizing the use and enjoyment of the town's historic resources for residents and visitors.”

- The Bailey-Ellis House is generally open daily and in use by classes, studios artists, and gallery visitors. All classes and events are open to the public.
- The Bailey-Ellis House is open to the public during SAA events and during SAA Ellis House Artist Open Studios.

#2, #3, #8

- We estimate that approximately 4,000 to 5,000 visitors and members cross the threshold of the Bailey-Ellis House annually for arts-related programs and events. In addition, this historic resource enjoys constant exposure to recreational users of the former estate. Dozens of walkers, especially dog walkers, traverse the property on a daily basis in all kinds of weather, numbering as many as 7,000 to 8,000 a year.
- Open access is given to the Bailey-Ellis House for tours during Heritage Days and other weekends in conjunction with other historic sites. The Ellis Studios were open both Saturday and Sunday this year (2013) for Heritage Days and a large number of visitors explored the house and grounds then, as well as during the SAA's biennial Holiday House Tour.
- The SAA offers public space for meetings/classes for other nonprofit groups or town committees, as well as rental space for private functions and events.
- Grading improvements – on the drive and parking area in particular -- that are part of the Roof and Site Drainage Preservation Project will improve public access to the site for both users of the recreational trails and visitors to the Ellis.

Goal 3—*“Recognizing, preserving and enhancing the historic heritage and character of the town of Scituate for current and future generations.”*

- The Bailey-Ellis House is part of a Victorian country estate that was owned and occupied by a single local family for nearly a century. The inventiveness and style of its architectural design were influenced by the original owner's career in the building trades and building supplies business, as well as the suspected hand of a cousin and neighbor, the eminent Boston architect Gridley J.F. Bryant. Town ownership of this historic estate, with its 100-acre hilltop setting still intact, allows this piece of local history to become an outstanding community resource.
- The SAA has invested thousands of dollars and untold hours of volunteer labor in the maintenance of the Bailey-Ellis House in recent years, but the scale of rehabilitative work needed to address water infiltration resulting from deficits in the building's original design is beyond the SAA's present capabilities. CPC funding will ensure that critical enhancements are made in a careful, phased manner, before deterioration once again threatens the architectural integrity of the building.
- **Public benefits—**
 - The non-profit Scituate Arts Association has kept the doors of the Bailey-Ellis House open to the public for more than 40 years, providing studio space for local artists; classes and workshops to aspiring artists; and exhibits, meeting space, and special events open to the community and broader public.
 - A local architectural landmark has been preserved, maintained, and made accessible to the general public.
 - Restrooms and water facilities are available upon request for those visiting the property via the walking trails or for other recreational purposes.
 - The proposed project will greatly improve accessibility and parking for all users, recreational and SAA.

#2, #3, #8

- **Public support--**

- Over \$5,600 has been received for the SAA's "Buy A Brick" campaign in amounts both small and large from Scituate residents, members and nonmembers, for the repair and restoration of all four Ellis House chimneys in December 2009.
- Indicated by funds donated during a point-of-sale fundraiser conducted at Village Market soliciting donations to "Save the Tower" during the month of August, 2012, for the re-painting and basic repair of this iconic feature.
- More than \$2,500 has been raised as of September 2013 in a current call for public donations for the SAA's "Ellis House Restoration Fund," to be used toward matching funds for Bailey-Ellis Window Preservation Project.
- Ongoing articles in the local press, including, most recently, an August 2013 editorial in the *Scituate Mariner* highlighting the Bailey-Ellis House updates, specifically the recent National Trust grant for window assessment and the recently completed Tower restoration work.
- Volunteer support for Ellis House Paint-a-Thon has resulted in the return to historic colors on all sides of the house including the tower (begun in 2007 and completed in summer 2013).
- Corporate matching funds, directed giving by members, their families and friends of the Association as well as special fund-raising events have provided more than \$29,865 to the support of the SAA's stewardship of the Bailey-Ellis House.
- Continued sponsorship of the SAA by local and regional businesses, such as Shawn Harris of Shawn Harris Enterprises, Greg Morse of Morse Engineering, Jane Tenaglia of Scituate Pharmacy, Janet Cornacchio of Jack Conway Real Estate, Jack Pelrine, VP, of Scituate Federal Savings Bank, Rick Curtis of Curtis Liquors, Steve Drew of Harbour Insurance, Paul Kukstis of Kukstis Woodcarving, Dave Petty of Frame Center of Hanover, Bill & Phyllis Wenzel of Image Resolutions, and Lynda Ferguson of Inn at Scituate Harbor.

The request for funding of the Ellis House Roof and Site Drainage Improvement 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. See attached letter from Doug Smith, SHC chair. (This has allowed the SAA to apply for grants from the NTHP and supports planned applications to the Massachusetts Historical Society & the Massachusetts Cultural Facilities Fund)
- 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. (Information from the Conditions Assessment led to the SAA prioritizing its

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restoration and preservation efforts and separating out those the SAA could self fund and accomplish versus those that required additional support, etc.)

- 2012 CPC funding- \$3000 matching funds for Ellis House Front Façade Preservation and Restoration Project (This funding allowed the SAA to complete restoration and preservation of the vertical sides of the building envelope and then complete painting of the house with historic colors save the Ellis Tower.)
- 2012 National Trust for Historic Places Favrot Grant for Ellis House Roof and Site Drainage Improvement Project awarded \$3,250. (This plan addressed the major elements of the conditions assessment exterior issues which the SAA was not able to self-fund and restore/preserve.)
- 2012 SAA matching funds \$3,250 for Ellis House Roof and Site Drainage Improvement Project.
- **Appropriateness and professionalism of work and administrative and financial management capabilities—**

The SAA is a non-profit organization run by a small, active board of directors. Its balanced budget supports the educational mission of the Association as well as the maintenance of the Bailey-Ellis House. Recent preservation work on the building has been completed with assistance from the modest operating budget of the SAA, the help of small grants from the National Trust for Historic Preservation and Preservation Massachusetts, technical advice from Historic New England, and donations of both money and volunteer labor from the Scituate community and beyond. The SAA has an excellent record of managing grant projects on time and within budget.

The proposed Bailey-Ellis House Roof and Site Drainage Preservation Project is designed to adhere to the United States Secretary of the Interior's Standards for the Treatment of Historic Properties as required by the Community Preservation Act.

Rehabilitation is defined in Section 2 of the CPA legislation as "...capital improvements, or the making of extraordinary repairs, to historic resources, ... for the purpose of making such historic resources functional for their intended uses...;" provided, that with respect to historic resources, "rehabilitation" shall comply with the Standards for Rehabilitation stated in the United States Secretary of the Interior's Standards for the Treatment of Historic Properties codified in 36 C.F."

Below is a list of many of the restoration and facilities upgrades underwritten and completed by the SAA:

- Restoration of four chimneys.
- Restoration of windows in caretaker's apartment.
- Installation of 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. Note: The recent National Trust grant for the Bailey Ellis House Window Preservation Plan will further move along work in this regard.
- Restoration work on exterior of the front façade. Previous work was done on rear façade and other areas where needed.
- Restoration of historic paint colors on the exterior, with minor woodwork repairs as needed for paint preparation.

#8

- Installations of sump pumps in basement and drainage piped to exterior.
 - Installation of two furnaces, in the main house & caretaker's apartment, and two hot water heating systems
 - Removal of knob & tube wiring in basement, upgrade of electrical systems.
 - Priming and painting of the main house tower in historic colors, associated minor window repairs, and reinforcement of weakened beams. Window issues in the tower will be addressed as part of the recent National Trust grant for the Bailey-Ellis House Window Preservation Plan.
- **Level of additional financial or in-kind services beyond CPA and administrative and financial management capabilities.**

Significant in-kind services have been donated over the years by Mr. Don Burris who has spent considerable personal time volunteering his carpentry skills and other expertise in performing repairs, maintenance and preservation work on the Ellis House. The SAA has been incredibly fortunate to benefit from Mr. Burris' unwavering support of the Historic Ellis House. The House is now at a point where the rehabilitation and preservation efforts required go well beyond the scope of the abilities of the volunteers who have thus far stewarded this house to its current condition, and as Mr. Burris nears retirement, the SAA must look to other resources. The SAA has also received professional advice from a preservation consultant, architectural firm, and civil engineering company in the assessment and development of recommendations for the preservation and protection of this property. The 2011 Conditions Assessment and Preservation Plan prioritized recommendations for needed rehabilitative work, which the SAA has adopted as a framework for ongoing restoration and preservation. The roof and site drainage project will be supervised by the Improvement Plan's architect and author, Mark Coughlin of Strekalovsky Architects, along with SAA Board members, Janet Cornacchio, President, Robin Glazier, Secretary & Sharon Costas, Treasurer. Further, Wendy Frontiero, author of the Updated Preservation Plan, has an ongoing relationship with the SAA and will be available for consultation when required.

OPEN SPACE/ RECREATION (The acquisition, creation and preservation of open space.)

Goal 3—*“Increasing the town’s ability to protect environmentally sensitive, historic and culturally significant properties.”*

- The property includes or has access to much of the 100 acres of land that originally surrounded the Ellis House. Improved site drainage and control of water infiltration will ensure the longevity of the Bailey-Ellis House. At the same time, controlling rainwater runoff will help preserve the environmental quality of the surrounding estate, which is protected conservation land.

Goal 4--*Improving public access and trail linkages to existing conservation, recreational and other land uses.*

- The regrading that will result from rehabilitating the drainage system from the roof to the ground will eliminate ponding around the house, the drive, and parking areas and will enhance access to the grounds for those using the Bailey-Ellis walking trails year-round on a daily basis. The better drainage will eliminate water runoff that currently creates troughs

#8

and rough conditions in the drive and water pooling near major trails that converge at the Ellis House.

Goal 8—“Enhancing the quality and variety of passive and active recreational opportunities for all age groups and abilities.”

- This goal is not directly applicable to the current Bailey-Ellis House project, except as described in Goal 4 above, on improving public access to recreational trails on surrounding conservation land.
- Once the building envelope is secure and sound, the SAA hopes to embark on new programming activities that will engage more members of the community directly with the Bailey-Ellis House. Some ideas being considered are:
 - Plans to collaborate with Scituate Garden Club or other organizations to restore the grounds and plantings. Clearing of land around the house is an ongoing process and more will be done as part of the current project.
 - Plans to partner with Booth Hill Riding School and make the Ellis a destination for some of their rides. Conversations have begun with Wendy Murphy at Booth Hill Stables about setting up a watering station for horses and dogs who the trail.
 - Developing a dedicated watering station for horses & dogs, especially in warm weather, would be a perfect Eagle Scout or similar community project.
 - Plans to partner with Kim Ryan, affiliated with Scituate Girl Scouts and Friends of Scituate’s Seniors, who is developing a network of letterboxing and Quest trails for the community at large involving the Ellis Estate trail system. Once these maps are complete, the SAA will keep some on hand at the Ellis House for distribution visitors.

COMMUNITY HOUSING GOALS AND CRITERIA (Creation of low and moderate income housing)

- Not applicable to the Ellis House. However, a caretaker’s apartment, located in an ell of the Bailey-Ellis House, is rented at a very affordable rate in return for modest assistance with landscaping, grounds maintenance and snow clearing of walkways by the tenant.

4. Projected action plan and timeline (List steps needed to complete project. These steps will be critical to completing Project Status Reports that will be due at staged intervals until the project is complete).

The moisture and drainage improvement plan consists of three construction components that can be performed all at once or in three separate phases to suit the availability of funds. Phase-1 consists of exterior site work, which includes installing several drain collectors, drain pipes at various locations around the structure to collect surface water from the roof downspouts, and surrounding grade and divert it to a recharge system proposed on the east side of the property. Phase-2 includes replacing the existing failed roofing system in order to preserve the building envelope and all the prior rehabilitative work that has been completed on the envelope to date, restoring and/or replacing wood gutters and downspouts, wood frieze boards, cornices, eaves and trims and connecting all downspouts to the proposed perimeter drainage system. Phase-3 includes the installation of interior vapor-barriers, drainage tracks, sump pumps, dehumidification systems and new concrete slabs in the basement areas to control the intrusion of water and moisture into the structure.

#1

Phase - 2 (roofing and building envelope restoration work):

Improvements to the roof are essential in order to protect the finishes and framing members of the internal structure from the elements. The following is recommended:

- Remove/replace existing asphalt shingle roofs and underlayments to protect interior structure from further water damage.
- Connect existing and new downspouts along the south side of the building to new drainage and roof recharge system to divert water from the basement areas.
- Restore all deteriorated wood gutters, cornices, friezes and trims to preserve characteristics of existing structure.

Estimated cost for the above work is \$31,610.

Phase -3 (basement drainage and moisture management):

#1, #2

- Install perimeter grate drains in the slabs of all basements and grate trenches at exterior doors to collect water entering the structure through the walls and slab and pump it into the drainage system.
- Install insulating vapor-barrier at perimeter foundation walls to control condensate moisture in the space and improve air quality.
- Install sump pump and dehumidification systems in basement areas to discharge collected water to the exterior drainage system.
- Install new concrete slab with vapor-barrier in basement area to reduce the amount of ground water entering the building and control the amount of moisture into the space.

Estimated cost for the above work is \$24,109.

Note: Refer to the Construction Estimate (Option B) attached with this report for an itemized budget for each task.

7. Describe any possible annual cost to the Town of Scituate after project is completed.

To date, the Scituates Arts Association has been able to absorb repair and maintenance and even some rehabilitation costs in exchange for use of the property, as set forth in its License Agreement with the Town. The License Agreement is included with this application along with authorization to apply for grants, etc., by the Board of Selectman in a written form dated January 2009. The current request for CPC funding seeks to address vitally-needed work that exceeds the scope of ordinary repair and maintenance and is beyond the financial capabilities—and the primary mission—of the Arts Association.

8. Relevance to community (Preference will be given to proposals that address as many SCITUATE COMMUNITY GOALS as possible.)

#3, #8

- **“The project’s consistency with the town of Scituate’s Master Plan, Open Space and Recreation Plan.”** Note: page numbers below refer to Town’s Master Plan.
 - **Land Use**—Site includes walking trails within the town forest linking the Bailey-Ellis House to the Village and to Route 3A. (p17).

#3, #8

- **Economic Development**—the Ellis House provides studio space for local artists whose works are sold in Scituate and elsewhere.
The SAA's classes and workshops, Meet the Artist sessions, Plein Air Events, Juried Shows, amongst other activities, all provide opportunities for artists to share their skills, network and interact with the public to share their love of the arts. (Many of these activities meet goals and objectives no 4)
- **Natural Resources**—the Ellis House is sited within conservation land with walking trails as previous stated.
Ongoing expansion and restoration of cultivated area.
Planned collaborations with Scituate Garden Club and/or private industry to create community garden areas.
- **Open Space and Recreation**—The Ellis is sited within conservation land with walking trails.
Upgrades to accessibility including potential water and restroom facilities and improving surrounding grounds are part of the Ellis House Restoration Plan. The current Preservation Plan will improve access to the grounds.
Meets Goals 2—link pubic lands...through conservation trails & 8—provide public land and space...which meet needs for passive recreation.
- **Historic Resources**—Key component of the Town's Master Plan that is appropriate to the Ellis House Restoration. Several goals and objectives of the Master Plan apply to the Ellis (no 1, 3 & 4, p150).
Work on the Ellis, a historic asset, will help preserve and protect it.
Restoration will further the integration of this historic building with its rural landscape.
Necessary restoration to and repainting of the Ellis front façade in historic colors has been completed and is another step toward restoration of the Ellis. As of August 2013 all four sides are restored to historic colors and so is the Ellis Tower!
The Roof and Site Drainage Preservation Project will take a large step forward in the Ellis' restoration and preservation, completing a large part of necessary exterior preservation.
- **“The project helps preserve the essential character of the Town as described in the Master Plan.”**
 - The Bailey-Ellis is considered an excellent and rare example of an Italianate/Gothic Revival-style estate in Scituate. It is one of the few High Victorian homes remaining in Scituate and it is in close to its original condition with few modern updates in the main house.
 - Notable features that are hallmarks of the styles include the building's complex roofline, varied fenestration, corner quoins, decorative brackets, and the Gothic arch formed by vertical boards in one of the gable peaks of the roof.
 - The Ellis house interior is decorated with fine wooden finishes, since John Bailey was a master carpenter. Finishes include sycamore, ash and rare black walnut. In addition, the property sits in the middle of 100 acres of conservation land

#3, #8

with the 3+ acres immediately surrounding the house being maintained by the SAA.

- It reflects a part of Scituate's past that has almost disappeared and for that reason alone it is important and noteworthy.
- **"The project saves resources that otherwise may be threatened and/or serves a currently under-served population."**
 - As mentioned above, the Ellis is a unique historic property that represents a part of Scituate's past. It is an irreplaceable historic resource.
 - The SAA has a 50+ year history of seeing that the arts are recognized and served in Scituate.
 - The SAA is the oldest association in the area.
 - Ellis resources, classes and events are open to all.
 - The Association is a major resource for those interested in the arts, both creators and lovers of the arts.
 - Without the Ellis, the SAA would not be able to provide these services. It assures that the arts will continue to be served.
 - The arts are an essential component of human culture and interaction. At least 50% of those attending classes are not professional artists. They are individuals seeking to expand their creative side.
- **"The project serves more than one CPA purpose (especially in linking open space and recreation)".**
 - Primary focus: Historic Preservation.
 - Secondary Goals are Open Space and passive Recreation including improved access to trails linking Ellis trails to North Scituate Village and 3A. The Ellis can be a destination and a resource on those trails. Preservation of the land surrounding the Ellis Estate with a goal of restoration of the grounds as part of overall restoration.
- **"The project meets multiple needs and serves multiple populations."**
 - SAA's membership includes a wide range of ages and includes many local residents and beyond.
 - The Scituate Arts Association's mission is to provide a broad range of opportunities and exposure to the arts for all of Scituate. This includes SAA events—Meet the Artist, Members & Front Street Gallery Shows, Juried Show, Plein Air Events, Events in conjunction with the Scituate Garden Club and Scituate High School, the SAA Scituate High School Scholarship, to name a few--which are open to all.
 - A large part of the population participates in some form of artistic expression be it in photography, pottery, scrapbooking, printmaking, painting, healing arts, woodworking. All of these and more have been offered at the Ellis Studios.
- **"The project demonstrates practicality and feasibility, and demonstrates that the project can be implemented expeditiously and within budget."**
 - The SAA's Bailey-Ellis House Roof and Site Drainage Preservation Project is the direct result of the NTHP's Favrot Grant study which made very specific

#3, #8

recommendations and cost estimations. This study was done by Strekalovsky Architects, a team of architects who were endorsed by the NTHP as specialists in historic preservation/restoration and the Favrot grant terms specified engaging them.

- The SAA has a record of successfully administering both CPA funds and private grants (described elsewhere in this application) within budget and according to the planned timeline.
- **“The project produces an advantageous cost/benefit value for the community.”**
 - See public benefits above under Historic Preservation Goals and Criteria on page 2, Goal 1&2.
- **“The project can leverage additional public and/or private funds.**
 - The SAA plans to request \$79,000.00 from CPA funds with the understanding that they will also be applying for funding from both the Massachusetts Historical Society and the Massachusetts Cultural Facilities Fund for the 2014 grant cycle. The SAA is following the recommendation of the Scituate Historical Commission in this regard.
 - In seeking grant funds for future projects, the SAA can use this Project as an example of the achievements thus far.
- **“The project has or does not have means of financial support for future maintenance.”**
 - Immediate funding will make the Bailey-Ellis House Roof and Site Drainage Preservation Project possible with CPC assistance and other planned funding requests.
 - Future support and maintenance of the Ellis House will continue as it has in the past, i.e., with the SAA absorbing the costs of same.
 - Part of the eventual restoration will need to include development of plans for an endowment fund. The SAA has begun planning a campaign for 2014.
- **“Whether or not the project has multiple sources of funding.”**
 - Support funding comes from the SAA budget.
 - SAA proposes additional fundraising activities to meet any unexpected costs not covered by current budget projections.
 - SAA will be focusing on raising matching funds from Massachusetts Historical Commission & Massachusetts Cultural Facilities Fund. Wendy Frontiero who has assisted in several grant applications will be reviewing applications with the SAA, and the grant writers (Janet Cornacchio & Robin Glazier) plan to attend a seminar offered by Massachusetts Historical Commission on their application process for Winter 2014.

#3, #8

- **“The project enhances or utilizes currently owned Town assets.”**
 - Restoration and preservation of a unique and important home owned by the town of Scituate. Important historically in the town, architecturally significant and built and lived in by a major Scituate family.
 - Assures a continued location for the SAA and its ongoing mission of keeping “Arts Alive!” and accessible for all.
 - Indicates the town respects and understands the importance of the arts in human growth, development and culture.
 - The Arts add value to a community; a value which is reflected in Real Estate valuations.
 - Affords better access and a destination for Ellis walking trails with their link to 3A and North Scituate Village.
 - Provides a security factor for one of the largest remaining tracts of woodland in Scituate with the presence of a caretaker, SAA classes and studio buildings at the Ellis.

- **“The project’s impact on service to the public.”**

Implementation of the proposed Bailey-Ellis House Roof and Site Drainage Preservation Project will:

 - Assure this historic building is available for the members of the SAA & the public who attend its activities, classes, etc. into the future.
 - Improve conditions of the grounds & drive making the surrounding conservation/recreation land more accessible as well as the Ellis House during major events, especially in winter & rainy seasons.

- **“The project receives endorsement by municipal boards or departments.”**
 - The results of this study were presented to the Scituate Historical Commission at a recent meeting. They recommended filing with the CPC to fully fund the project in 2014. Meanwhile, also at their suggestion, the SAA will also seek matching funds from the Massachusetts Cultural Facilities Fund and the Massachusetts Historical Society’s grant program in their 2014 grant rounds.
 - The SAA has an addendum to its License Agreement specifically endorsing the SAA as the Town’s agent in raising grants for restoration of the Ellis House. We also have an endorsement letter in this regard. (see attachments, Section 9)

- **“Other relevant considerations consistent with the CPA.”**
 - For over 40 years, the Scituate Arts Association has stewarded the town-owned Ellis House.
 - The SAA has maintained, restored, preserved and rehabilitated the Ellis including restoring historic chimneys, installing and replacing central heating systems, doing exterior and interior painting and carpentry, upgrading electrical systems and lighting, etc., etc.
 - The SAA continues to pay normal maintenance through the collection of classroom fees and fundraising efforts plus sweat equity.

Summarize how this request benefits the Town of Scituate and meets the goals of the Community Preservation Act.

This Project seeks to preserve a local historic building so it may be enjoyed by the public into the future and provide public meeting space for artists as well as supply affordable housing for the caretaker & contribute to preserving a piece of Scituate's historic heritage. See attached.

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 from 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.)*

SAA Board members met with Scituate Historical Commission who advised SAA to apply for funding for this project.

Notes: Above-noted authorization letter from Board of Selectmen dated January 9, 2009 also applies to permits. See attached for further information.

What non-financial support and services are necessary, and how will these be provided?
Janet Cornacchio, President; Robin Glazier, Secretary; Sharon Costas, Treasurer; Mark Coughlin, Architect. See attached for further information.

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.

At the suggestion of the Historical Commission, SAA is seeking 100% funding from the CPC for the Bailey-Ellis House Roof & Site Drainage Preservation Project. However, the SAA is actively seeking matching funds through such entities as the Massachusetts Historical Commission and the Massachusetts Cultural Facilities Fund in the hopes that if matching funds are received through these other sources, portions of CPC money can be refunded back to the Town of Scituate. See attached for further information.

Proposed Funding

Total Project Cost	CPC Funds Requested	Sources of Funds other than CPA	Amount	Funding Secured? (Y/N)*
\$ 79,000.00	\$ 79,000.00	actively seeking other source	\$	N
			\$	
			\$	
			\$	
			\$	

** 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.

SAA was established as a MA non-profit by the IRS on NOV 6 1990 (see attached).

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: 10/21/2013 Signature: _____

This form must be accompanied by the 'Project Information Form' with attachments to complete your application.

FOR COMMUNITY PRESERVATION COMMITTEE USE

This request received by Scituate CPC on _____

Copies provided to CPC Members on _____

CPC Contact: _____ Telephone Number: _____

Is sufficient detail provided to consider the request? ____ If not, sponsor informed on _____

Additional information required: _____

Committee Vote

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

Other: _____

CONDITIONS ASSESSMENT and PRESERVATION PLAN
for the BAILEY-ELLIS HOUSE
709 Country Way, Scituate, Massachusetts



Prepared by Wendy Frontiero,
Architect and Preservation Consultant
-- September 2011

SUMMARY OF PRESERVATION ISSUES

INTRODUCTION

Making the building envelope sound and weather-tight is the over-riding need.

A coordinated, comprehensive approach to preserving the Bailey-Ellis House is extremely important, balancing physical needs with financial and time constraints. A clear system of planning and managing maintenance and preservation work should rigorously follow the Secretary of the Interior's *Standards for the Treatment of Historic Properties* (Appendix B). Pursuing additional, outside sources of funding for capital projects and long-term maintenance is encouraged.

Architecturally, the major concerns for the Bailey-Ellis House are:

#1, #2

- Water infiltration and subsequent deterioration of building fabric, including poor/inadequate roof drainage, site drainage, and moisture infiltration in the basement, which have contributed to failing exterior paint, deterioration of wood trim around the building (most especially at the tower and at roof edges) and decay of structural elements in the basement.
- Animal intrusions and insect damage, which have resulted in significant damage to architectural elements.
- Chimneys, including inappropriate re-pointing, deteriorating mortar in remaining chimney surfaces, and lack of chimney caps.
- Dehumidification and air circulation throughout the house.
- Lack of regularly scheduled maintenance, notably the cleaning of gutters and downspouts.

These are the major priorities I have identified for the Bailey-Ellis House:

GENERAL

1. Given the importance of this property, continue to explore outside sources of funding for immediate capital needs, and encourage an at least minimal annual budget from the Town for long-term maintenance.
2. Create and implement a building maintenance program, listing maintenance activities required and completed during the year. A good reference for creating a maintenance plan is National Park Service Preservation Brief 47: "Maintaining the Exterior of Small and Medium Size Historic Buildings."
3. Develop a simple, written five-year preservation plan that prioritizes activities and helps establish future maintenance and capital budgets. This plan should be updated regularly.
4. Label and organize the large collection of salvaged architectural elements in the basement; store all pieces on pallets above the floor.

EXTERIOR

1. Improve the roof drainage system, including gutters, downspouts, outlet elbows, and splash blocks, to direct water off the roofs, away from walls and trim, and to ground level.
2. Improve site drainage by removing vegetation that is too close to the building, and providing positive drainage away from the house (slope the grade away from the foundation). Provide gravel-filled drainage trenches adjacent to the full height of foundation walls.
3. Re-roof bay windows and 1st floor porches; inspect the condition of the tower roof and re-roof as required.
4. Repair existing trim and replace missing woodwork at roof edges, window and door openings, and walls throughout the building. Caulk all joints between dissimilar elements.
5. Paint remaining facades of the building.
6. Re-point chimneys, matching the mortar composition, color, and profile of the historic joints; install chimney caps.
7. Repair window sash, replace broken glass, and re-putty window muntins; install historically appropriate exterior storm sash.
8. Provide handicapped access to the house, complementary to the historic and architectural character of the building.

INTERIOR

#1, #2

1. Upgrade the internal drainage systems in the form of French drains and sump pumps throughout the basement area.
2. Inspect and evaluate structural conditions of wood framing elements and brick piers and chimney foundations in the basement; upgrade deficient conditions.
3. Inspect and evaluate structural condition of ceiling beam in dining room; continue to monitor the chimney in the pantry area of Middle Addition.
4. Repair damaged window sash and re-putty window muntins.
5. Improve air circulation throughout the building, year-round.

DETAILED ASSESSMENT OF BUILDING CONDITIONS

Since 1971, the Bailey-Ellis House has been used as the elegant backdrop for an active program of art studios, classes, and exhibits. It is an outstanding example of high style, late Victorian architecture, balanced by attached vernacular structures of earlier periods. Maintenance of the building has been regular and conscientious, but is often severely challenged by the complexity and quality of this historic resource. In general, the architectural elements of the building appear to be in fair to good to condition.

Insufficient water drainage from the roof and the site is a critical concern for the Bailey-Ellis House, exacerbated by the complicated rooflines and massing of the design. Inadequate drainage is presently contributing to the decay of clapboards and trim on the exterior of the building, and to periodic conditions of standing water in the basement, which results in decay and mold on the interior. Other significant deleterious conditions include poor air circulation and animal intrusions.

OBSERVATIONS

Site and Landscape

Underground drainpipes are present on both long sides of the building; it is not known whether this drainage system is functional, and if so, what the path of water is, once it enters the system. In any case, three drainpipes (one on the front [southwest] and two on the back [northeast] are not properly attached to corresponding downspouts, and the necessary downspout actually does not exist at the front location, by the dining room porch).

Masonry landscape walls at the back (northeast) of the house exhibit cracks and some loss of pointing. Fieldstone steps at the main entrance of the End Building Addition are deteriorating, most likely from the water drainage issue above.

Foundation and Basement

Standing water is a persistent problem in the basement, particularly during periods of prolonged rain. Some of this water puddling is thought to result from rising ground water; improper roof drainage at the front (southeast) also seems to be a major contributor. Significant powdering (disintegration) of bricks is evident at chimney foundations and brick piers, and cedar posts are decayed at the base. Fieldstone bases have been inserted under several of the posts. Mildew appears on several of the first floor joists, particularly under the Middle Addition and End Building Addition. Excessive humidity in the basement is also a concern. [XXX is there a dehumidifier in this area now?] Existing sump pumps and rudimentary perimeter channels are not effective.

A large collection of architectural elements salvaged from the exterior and interior of the house is sitting on the damp floor of the basement.



JEFFREY K. MORSE

181 Pudding Hill Lane
Marshfield, MA 02050
Phone: 781-837-8969
Fax: 781-834-2042

Estimate

DATE	6/29/21
Estimate #	2110

Janet Cornacchio
Ellis House
730 Country Way
Scituate MA 02066

DESCRIPTION	
Step 1: Dumpster rental and basement cleanout	\$2,800.00
Rental of 20 yard container - Clean out the area to the right of the woodshop Vaccuum the cobwebs and sweep the floor - Any other stuff that fits in the dumpster will be accomodated	
Step 2: Perimeter drainage	\$5,600.00
Jackhammer or sawcut a trench all around the perimeter approx 130 ft Excavate and install a 4" pipe with 3/4 crushed stone Trench dimensions: 1.5 ft wide x 1 ft deep Trench will extend through Gregory Owen's basement studio and end at the existing sump pit	
Step 3: Drainpipe to rear	\$3,400.00
Lay 4" SCH40 pipe from the sump pump basin to daylight out back approx 85 ft Backfill trench, cover with screened loam, and seed	
Connect rain barrels into downspout system	\$ 450.00
Thank you for considering me for this job. I look forward to working on it for you. Sincerely, <i>Jeff</i>	

\$12,250.00

ESTIMATED JOB COST

This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has started.

TOTAL

Estimate may be withdrawn by us if not accepted by:

Thank You For Your Business!

INSTALLATION DATE _____ STATUS: (Please check one) <input type="checkbox"/> Confirmed <input type="checkbox"/> Tentative Date _____ <input type="checkbox"/> N/S <input type="checkbox"/> R/S	1-800-BUSY DOG Basement Technologies BASEMENT WATER CONTROL 1-800-BUSY DOG (287-9364) • Fax: (877) 898-3168 MA Reg.# 174081 • RI Reg.# 36385 • NRSB# 441G P.O. Box 920624, Needham, MA 02492-0007 • 1600 Boston Providence Highway, Suite 232, Walpole, MA 02081	1-800-Busy Dog Basement Technologies The Basement Specialists Basement Waterproofing
PROPOSAL SUBMITTED TO OWNER Robin Glazier	PHONE (HOME) (required) 617-697-3773	DATE OF ESTIMATE 6-20-21
STREET 709 Country way	CELL PHONE (required) FAX	BST REP NAME 508-663-7959
CITY, STATE AND ZIP CODE Scituate, ma 02066	E-MAIL (required) JOB LOCATION	Robinglazier@gmail.com SAME
CUST. INT'L	BASEMENT IS: <input type="checkbox"/> Finished <input type="checkbox"/> Unfinished	FULL PERIMETER PRICE: 13,376
REQUIRED	1-800-BUSYDOG Basement Technologies is not responsible for any broken pipes, oil lines, tanks, filters, wires (buried or unburied).	
REQUIRED	If finished, Design Engineer has fully explained the reality of waterproofing a finished basement	
REQUIRED	Bubbler Pot™ location is to be determined by Homeowner ONLY and is the Homeowner's responsibility. BDBT cannot suggest exact location of Bubbler Pot™.	
REQUIRED	1-800-BUSYDOG Basement Technologies recommends a minimum of a 1/2 HP primary pump. 1/3 HP or 3/4 HP pumps can be utilized at a revised cost. 1-800-BUSYDOG Basement Technologies cannot be responsible for unknown pump volumes.	
SCOPE OF WORK: Install Full perimeter of 152 Liner Feet of Water tank and vinyl cover Base		
	2 water grabbers	
	2 1/2 horsepower turbo pumps	
	2 Alarms	
	2 Ranger drains	\$12,876
	2 Bubbler pots	
	2 10 Ft lateral discharges	
	2 15 Ft underground discharges	
BDBT Recommends A Full perimeter with dehumidification Customs responsible for electrical to pumps.		
THIS CONTRACT IS NOT VALID WITHOUT A SIGNED ADDENDUM "A."		
WE DO NOT INVOICE - PAYMENTS TO BE MADE IN FULL TO THE FOREMAN UPON COMPLETION OF WORK		
NOTE: We do our best to keep scheduled appointments, but due to the nature of construction, it is possible that changes to dates and times may occur.		
We Propose hereby to furnish material and labor - complete, in accordance with above specifications, for the sum of: 12,876		
Deposit Required \$ 4300	Deposit Paid \$ _____	Balance Due Upon Installation \$ 8,576
Payments to be made in full upon completion to foreman. If Credit Card is on file, it will automatically be processed on final day of job. During the winter months it may be necessary to return to bury the UDE in the Spring. A promissory notification will be issued and full payment still stands due.		
<small>All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to the standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Property owner to carry fire and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Property owner assumes all responsibility for damages due to breakage of any hidden fuel/utility service lines, though we will do our best to avoid such damage. All proposals based primarily on homeowner's description of problem.</small>		
BDBT Signature Albert M...		Date 6-20-21
Note: This proposal may be withdrawn by us if not accepted within _____ days		
Acceptance of Proposal	DO NOT SIGN THIS CONTRACT IF THERE ARE BLANK SPACES.	
The above prices, specifications and conditions are satisfactory and are hereby accepted. BDBT is authorized to do the work as specified. Payment will be made as outlined above.	Signature X	
Date of Acceptance _____	Signature _____	
You may cancel this agreement if it has been signed by a party thereto a place other than at the address of the seller, which may be his main office or branch thereof, provided you notify the seller in writing at his main office or branch by ordinary mail posted, by telegram sent or by delivery, not later than midnight of the third business day following the signing of the agreement. PLEASE READ BACK OF PROPOSAL FOR INFORMATION REGARDING CANCELLATION OF WORK.		

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RESIDENTIAL PROPOSAL

BASEMENT TECHNOLOGIES CONSTRUCTION, INC.
 PIERING, STRUCTURAL REPAIR, REMODELING, EPOXY FLOORS
DIVISIONS

1-800-Busy Dog (287-9364) • Fax: (877) 898-3168

MA REG.# 174079 • RI REG.# 36385 • NRSB# G441

P.O. Box 920624, Needham, MA 02492-0007 • 1600 Boston Providence Highway, Suite 232, Walpole, MA 02081

PROPOSAL SUBMITTED TO HOMEOWNER		DATE OF ESTIMATE	
Robin Glazier		6-13-21	
STREET		BTC REP PHONE <i>required</i>	
709 Country Way		Bert	
CITY, STATE & ZIP CODE		JOB LOCATION	
Scituate, MA 02066			
HOME PHONE <i>required</i>	WORK	CELL PHONE <i>required</i>	FAX
			E-MAIL <i>required</i>

SCOPE OF WORK - CONTRACTOR AGREES TO DO THE FOLLOWING WORK...

Site visit may be mandatory, by a construction supervisor: During this visit if site conditions are not as we wrote the estimate or are not accounted for (fences in way-mismeasured – items not identified during original visit etc.) may be subject to price change.
 If customer wants site visit prior to signing the job this can/will be arranged.

coordinate floor pour with waterproof process written by sister company

Site visit necessary

All contents moved by others

Form around appliances

We will follow existing contour of floor that exists

Pour 3" 4,000 psi concrete floor smooth finish (mechanical on blocks) 1003sf 9.53cy

Pump truck

\$13400.00

Heavy truck

Slab

A Detailed description of materials can be provided upon request.
 Unless otherwise specified, all workmanship, labor and materials are covered by a 12-month warranty.
 Any additional warranties will be provided where applicable.

THIS CONTRACT IS NOT VALID WITHOUT A SIGNED ADDENDUM "A".
WE DO NOT INVOICE – PAYMENTS TO BE MADE IN FULL TO THE FOREMAN UPON COMPLETION OF WORK.
PERMITS AND ENGINEERING FEE(S) NOT INCLUDED UNLESS SPECIFIED
ANY CHANGE ORDERS MUST BE PAID IN FULL BEFORE WORK PROCEEDS.
ABOVE LINE ITEMS ARE EXCLUSIVE FOR THE PRICE LISTED. NO OTHER WORK OR MATERIALS IS INCLUDED
IF IT IS NOT WRITTEN ON PROPOSAL, IT IS NOT INCLUDED.



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PROPOSAL SUBMITTED TO HOMEOWNER			DATE OF ESTIMATE	
STREET			BTC REP PHONE <i>required</i>	
CITY, STATE & ZIP CODE			JOB LOCATION	
HOME PHONE <i>required</i>	WORK	CELL PHONE <i>required</i>	FAX	E-MAIL <i>required</i>

PAGE 2 - SCOPE OF WORK - CONTRACTOR AGREES TO DO THE FOLLOWING WORK...

Site visit may be mandatory, by a construction supervisor: During this visit if site conditions are not as we wrote the estimate or are not accounted for (fences in way-mismeasured – items not identified during original visit etc.) may be subject to price change.

*

A Detailed description of materials can be provided upon request.
Unless otherwise specified, all workmanship, labor and materials are covered by a 12-month warranty.
Any additional warranties will be provided where applicable.

THIS CONTRACT IS NOT VALID WITHOUT A SIGNED ADDENDUM "A".
WE DO NOT INVOICE - PAYMENTS TO BE MADE IN FULL TO THE FOREMAN UPON COMPLETION OF WORK.
PERMITS AND ENGINEERING FEE(S) NOT INCLUDED UNLESS SPECIFIED
ANY CHANGE ORDERS MUST BE PAID IN FULL BEFORE WORK PROCEEDS.
ABOVE LINE ITEMS ARE EXCLUSIVE FOR THE PRICE LISTED. NO OTHER WORK OR MATERIALS IS INCLUDED
IF IT IS NOT WRITTEN ON PROPOSAL, IT IS NOT INCLUDED.



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STREET			BTC REP PHONE <i>required</i>	
CITY, STATE & ZIP CODE			JOB LOCATION	
HOME PHONE <i>required</i>	WORK	CELL PHONE <i>required</i>	FAX	E-MAIL <i>required</i>

TOTAL CONTRACT PRICE AND PAYMENT SCHEDULE

The Contractor agrees to provide the work, furnish the material and labor specified above for the sum of

\$ _____.

Payments will be made according to the following **SCHEDULE**:

\$ _____ upon signing the contract.

\$ _____ by ___/___/___ or upon completion of _____

\$ _____ by ___/___/___ or upon completion of _____

\$ _____ upon completion and acceptance of the contract.

In order to meet the completion schedule, the following material/equipment must be special ordered before the contracted work begins. All special-order material/equipment must be paid in full prior to start of project and if project is canceled will not be reimbursed.

DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES

Homeowner's Signature

_____ Date _____

Contractor's Signature

_____ Date _____

You may cancel this agreement if it has been signed by a party thereto at a place other than at the address of the seller, which may be his main office or branch thereof, provided you notify the seller in writing at his main office or branch by ordinary mail posted, by telegram sent or by delivery, not later than midnight of the third business day following the signing of the agreement. See attached notice of cancellation for an explanation of this right.



RESIDENTIAL PROPOSAL

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PROPOSAL SUBMITTED TO HOMEOWNER			DATE OF ESTIMATE	
STREET			BTC REP PHONE <i>required</i>	
CITY, STATE & ZIP CODE			JOB LOCATION	
HOME PHONE <i>required</i>	WORK	CELL PHONE <i>required</i>	FAX	E-MAIL <i>required</i>

REQUIRED PERMITS

The following building permits are required: _____. It is the obligation of the contractor to secure such permits as the homeowner's agent and any costs which contractor will incur in doing so will be billed to the customer and must be paid prior to start of project. Please note that homeowners who secure their own permits or deal with unregistered contractors are excluded from the Guaranty Fund provisions of MGL C. 142A.

Please note that all home improvement contractors and subcontractor shall be registered and any inquiries about a contractor or subcontractor relating to registration should be directed to: 6 Director, Home Improvement Contractor Registration, One Ashburton Place, Room 1310, Boston, MA 02108, 617-727-8598.

Unless otherwise noted within this document, the contract shall not imply that any lien or other security interest has been placed on the residence.

ARBITRATION

The contractor and the homeowner hereby mutually agree in advance that in the event the contractor has a dispute concerning this contract, the contractor may submit such dispute to a private arbitration service which has been approved by the Secretary of the Executive Office of Consumer Affairs and Business Regulation and the consumer shall be required to submit to such arbitration as provided for in MGL C. 142A.

Contractor: _____ Date: _____

Homeowner: _____ Date: _____

NOTICE: the signatures of the parties above apply only to the agreement of the parties to alternative dispute settlement initiated by the contractor. The owner may initiate alternative dispute resolution even where this section is not separately signed by the parties.

ACCELERATION OF PAYMENT

Homeowner's Financial Insecurity.

A contractor may not demand payments in advance of the dates specified on the payment schedule in cases where the homeowner deems him/herself to be financially insecure.

Contractor's Financial Insecurity.

In instances where a contractor deems him/herself to be financially insecure, the contractor may require that the balance of funds not yet due be placed in a joint escrow account as a prerequisite to continuing the contracted work. Withdrawal from said account would require the signatures of both parties.



**RESIDENTIAL
ADDENDUM A:**

BASEMENT TECHNOLOGIES CONSTRUCTION, INC.
PIERING, STRUCTURAL REPAIR, REMODELING, EPOXY FLOORS
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GATE: Basement Technologies undergoes a formal handoff in the communication pipeline from the design technician(sales) to our production management team. Our Production manager calls with the design technician on the phone and goes over line items that are on the proposal. This process is termed the “gate”. At this time the “handoff” is done and all future communication is made through the production management team. This does not mean you cannot retain your relationship with the Design rep- It means any communication about the job specifics, will be made through the Management team. We do this formal handoff to insure that we communicate properly throughout the construction process, and that you get the proper follow through and scheduling -This can ONLY be done by the production management team and NOT the design reps, or the individuals doing the work. Customer agrees to provide phone number -e mail cell phone of owner or agent so as daily phone calls and communication may ensue. If two parties are in charge of job, Customer agrees that two parties will communicate to each other as to all communication received from BTC daily. Authorization from one is as good as authorization from the other- BTC cannot be responsible for issues occurring due to lack of communication from governing entities.

Permits and engineering fees are NOT included and will be invoiced as we proceed-

LINE ITEMS: Line items are listed and priced and are the only items (step by step) on what is included- Any Item not on the proposal is NOT included- verbal promises or commitments made by design reps that are not on the proposal and is not priced is not included

CODE UPGRADES- any item that was not listed in proposal that building inspector or town is requiring is not included and MUST be considered as an “upgrade change of work” and is billable

REMODELING PUNCH LIST: In some cases, specifically remodeling: when we arrive at the “punch list phase”- Customer agrees to pay all but 2% of total original job or what is listed on the main contract - Credit card will be charged or a check collected Until punch list completed. Basement Technologies Construction, Inc. does not invoice, and the check or credit card will be processed automatically at this phase. Payments are expected to be paid in full to Forman as job proceeds through its phases. We do not invoice. If we have progressed through a stage payment we will run the credit card on file or need a check. BTC attempts to keep pricing low and have been in business over 30 years. Our invoicing and payment expectations are in place for a reason, we intend to be in business for another 30 years. We need orderly progressive payments to retain the highly skilled craftsmen, office staff, etc that we use on each job. We will NEVER leave a customer unsatisfied-but the payments must be made as we progress. Hold ups due to: town building inspection—Acts of God, customer’s subcontractors, or issues outside the control of company, that are holding up reasonable progress payments for more than a week- BTC will need to collect 50% of next progress payment in order to continue management and oversight of job.

Changing work scope MUST be done in writing, and any change of work orders are to be paid in full prior to start of work. We can not “add on” to original contract.

ACCESS: access to home on a daily must be provided. We do not expect you to stay at home all the time- all of our men are thoroughly screened and are used to being in untended homes.

BASEMENT TECHNOLOGIES CONSTRUCTION, INC: may hire subcontractors to do work on a job.

OWNER'S SIGNATURE	DATE
OWNER'S SIGNATURE	DATE



BASEMENT TECHNOLOGIES CONSTRUCTION, INC.
PIERING, STRUCTURAL REPAIR, REMODELING, EPOXY FLOORS
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HOMEOWNER		DATE		
STREET		BTC REP PHONE <i>required</i>		
CITY, STATE & ZIP CODE		JOB LOCATION		
HOME PHONE <i>required</i>	WORK	CELL PHONE <i>required</i>	FAX	E-MAIL <i>required</i>

NOTICE OF RIGHT TO CANCEL

YOUR RIGHT TO CANCEL

YOU MAY CANCEL THIS TRANSACTION, WITHOUT PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF OUTSIDE OF THREE BUSINESS DAYS A PENALTY OF 20% OF THE CONTRACT PRICE WILL OCCURE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENTS EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED A DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO (Name of Seller), AT (Address of Seller's Place of Business) NOT LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY OF SIGNING.

I WISH TO CANCEL

OWNER'S SIGNATURE	DATE
-------------------	------

OWNER'S SIGNATURE	DATE
-------------------	------

THE UNDERSIGNED ACKNOWLEDGES RECIEPT OF THE TWO COPIES OF THE NOTICE OF RIGHT TO CANCEL

OWNER'S SIGNATURE	DATE
-------------------	------

OWNER'S SIGNATURE	DATE
-------------------	------

Ellis House History, compiled by Wendy Frontiero

Historical Significance

The Bailey-Ellis House was built as a year-round home for businessman John Wade Bailey and his wife, Priscilla Vinal Bailey, both of whom descended from well-known local families. Members of the Bailey family occupied the property as both a year-round and summer home from the time of its construction ca. 1874 until 1969, when the estate was sold to the Town of Scituate.

The Baileys were a large Scituate family, prominent in business, civic, and religious affairs, who had first arrived in Scituate in the late 17th century. Born and raised in Scituate, John W. Bailey (1825-1906) was one of ten children born to Job Bailey (1794-1860) and Lydia Foster Wade Bailey (1795-1884). In 1848, John married Priscilla Vinal, with whom he had one child, Edward Willis Bailey, born in 1849.

John W. Bailey owned property in the vicinity of the present house by 1851, and assembled an estate of approximately 100 acres here over the following three decades. The land on which the Bailey-Ellis House stands was purchased in multiple parcels by John Bailey and a partner, carpenter George Lee, between 1868 and 1874. In 1874, Bailey's acquisition from Lee of 78 acres of land was documented in a formal plan of the land, drawn by Lee. According to the deeds, most of these parcels were pastureland, and several structures stood on the property, including some modest homes and scattered outbuildings.

A Bailey family history mentions a third partner, a Mr. Rogers, but his name does not appear in any of the deeds. A Charlotte Rogers is mentioned in the property deeds for land bordering Bailey's, and town valuations list a "Mr. Rogers" house on the Bailey property, but no documentation of any formal partnership has been found. Although its original location on the property is not certain, the Rogers house is said to have been moved by a later generation of Baileys: the main part was attached to the Bailey-Ellis House, and an ell was attached to the main barn on the property.

Family histories date construction of the house, atop Booth Hill in North Scituate, to 1874; at that time, the view north and east to the ocean was unobstructed. Priscilla Bailey reportedly chose the location for the house, which originally consisted only of the T-shaped main building. The estate was named "Elm Heights" after a large American elm tree that stood on the property; it was tall enough to serve as a landmark to mariners at sea and reportedly grew to 16 feet in diameter. As John Bailey was in the business of architectural woodwork, he embellished the house with particularly fine interior detailing. The wood in the front parlor is sycamore; ash and black walnut decorate the sitting room; and the hall is black walnut. Other significant finishes include the mantelpiece in the back sitting room, which is made of slate but painted to look like marble; it is said to have been purchased after being on exhibit at the 1876 Centennial Exhibit in Philadelphia.

John W. Bailey spent the first part of his career in the building industry, moving from house construction to the sale of building materials. According to family histories, John Bailey and

several brothers left Scituate as young men to live in Boston. The 1846 Boston directory indicates three Bailey brothers: Joseph T. Bailey (b. 1818), of Bailey and Jenkins, housewrights; Job F. Bailey (b. 1820), of Cushing and Bailey; and John Bailey, carpenter (b. 1825). Into the late 19th century, all three brothers had careers in building-related industries, including carpentry and house building, ship joinery, and dealers in building materials.

John W. Bailey appears to have moved back and forth between Boston and Scituate frequently in the mid- and late 19th century, with fluctuations in his occupation and apparently his fortune. Bailey is described as a carpenter in Boston in 1848 and a housewright in Scituate in 1851. By 1860, and at least through 1870, he owned a business in downtown Boston that engaged in wholesale and retail sales of doors, sashes, blinds, glass, balusters, and other architectural elements. Deeds in 1871 and 1874 record his occupation as “gentleman,” trader, and merchant of Boston. By 1875, the Boston directory describes his business as hardware, and an 1885 deed describes him as a merchant. The wealth he accumulated in this part of his career is evident in the architectural quality of the Bailey-Ellis House and the size of the surrounding estate.

Bailey resided in Boston at the time of his marriage to Priscilla, in 1848, but lived in Scituate by 1851 and through at least 1855. City directories place his residence back in Boston in the 1860s, and in (North) Scituate from 1875 to 1885, the ten years following construction of the Bailey-Ellis House. By this time, the commute to Boston was made significantly more convenient by the arrival of the railroad in Scituate in 1871; the North Scituate Station was located less than one-half mile away in the village of Gannett’s Corner.

In 1885, John and Priscilla Bailey sold the Bailey-Ellis House to John’s older brother, Joseph T. Bailey, apparently due to John’s financial setbacks. John Bailey’s business disappears from the Boston directories between 1875 and 1880, and in 1885, a John W. Bailey who lived in Scituate is listed as a messenger at the Boylston National Bank in downtown Boston. The 1885 deed transferred all of John and Priscilla’s real estate in Scituate, with the exception of a lot of salt meadowland, for “one dollar and other valuable considerations.” The property was encumbered by a mortgage of \$3000 to a local financial institution, and a mortgage of \$500 to Joseph T. Bailey. (John’s indebtedness to his brother may have continued into the future: Joseph’s will left \$7000 to his brother John, minus any debts that John may still have owed him at the time.) After selling the Bailey-Ellis House, John W. Bailey appears to have worked as a collection clerk at the Boylston National Bank, and as a clerk and salesman at his brother Job’s building supply business. At his death in 1906, Bailey was described as living in Newtonville, Mass.; occupation, salesman.

Joseph Tilden Bailey (1818-1894) rose to become an important merchant and banker in Boston in the late 19th century. He was involved in the construction, wool, and banking industries, all of which experienced a dynamic period of growth in the city in that era, and held prominent civic positions as well. Joseph began his career in Boston in 1834, training as a carpenter. He partnered with fellow Scituate native Charles E. Jenkins in the firm of Bailey & Jenkins from at least 1846 to 1865, in a business described first as housewrights and later as dealing in doors, sashes and blinds. (This business was later taken over by brother Job F. Bailey.) By 1870, Joseph T. Bailey was partner in the firm of Bailey, Jenkins, and Garrison, wool merchants (the

new partner being William Lloyd Garrison, Jr.). Garrison left the firm by 1875, and the company ceased to exist by 1880.

Bailey's obituary describes the interesting evolution of his early career as follows:

“[Bailey and Jenkins] were very successful, and in 1849, during the gold fever, they built houses and shipped them to California. As a large part of their return was in wool, it became necessary for them to dispose of it in some manner, and the wool merchants of Boston urged them to go into the wool business, which they afterward did. The name of the firm of Bailey & Jenkins was the synonym for fair dealing.” (Scituate Historical Society photocopy; source unknown)

Joseph Bailey was subsequently prominent in the local banking industry, and amassed a substantial fortune. In 1868 he was elected president of the Boylston National Bank of Boston; organized in 1864, it was successor to the Boylston Bank, which had incorporated in 1845. Bailey served as president for more than 25 years, until his death in 1894, when the bank had more than \$2.8 million in assets. A handful of Joseph's relatives were employed at the bank during that period as well: nephews Joseph T. Bailey 2ⁿ and Herbert B. Bailey; younger brother John W. Bailey; grandson Walter B. Ellis; and Charles W. Bailey, probably another nephew.

Active in civic affairs, Joseph T. Bailey served as a trustee of the Massachusetts Charitable Mechanic Association from 1859 through 1861, and was its president from 1864 through 1866. He served as a Boston city alderman from 1859 through 1861, and as chairman of the Board of Overseers of the Poor from 1866-71. An obituary notes that Bailey “was uniformly successful in business, and although he amassed a fortune, his manifold benevolences showed that no small part of the pleasure of wealth for him came in sharing it with others.” (Scituate Historical Society photocopy.) During his lifetime, Bailey (member of a Congregationalist church in Boston) donated money and the bell for the new First Baptist Church in Scituate, which was built nearby at 656 Country Way in 1869-70. In his will, Bailey left \$10,000 to the Trinitarian Congregational Society in Scituate, and \$5,000 to the Massachusetts Homeopathic Hospital in Boston, in honor of his wife.

Joseph Bailey was married to Phoebe Strickland, with whom he had one daughter, Mary Wade Bailey. During the years that they owned the Bailey-Ellis House, Joseph and Phoebe's primary residence was at 55 Commonwealth Avenue in the prestigious Back Bay neighborhood of Boston; the Scituate estate, which they renamed “Seaview,” was used as a summer retreat. The only known alteration they made to the Bailey-Ellis House was due to Phoebe's invalid condition, which prevented her from accessing the second floor of the house. The sitting room was converted to a bedroom for Phoebe, and the small adjoining book room was converted for use as her bathroom. Phoebe Bailey died in 1887.

When Joseph died in 1894, he left an estate worth more than \$720,000 (valued at more than \$18 million today, based on the Consumer Price Index). The Bailey-Ellis House property was given to his only surviving grandchild, Walter Bailey Ellis, along with the stable, furniture and furnishings, and farming tools there. Walter was also given “a suitable house in the City of Boston, well furnished, the cost in all not to exceed Twenty-five thousand dollars... according to

his wish.” (Joseph’s daughter, Mary Bailey Ellis Green, was then living in a house on Huntington Avenue in Boston, which Joseph owned and bequeathed to her.)

Walter Ellis married Harriet Kimball in September 1886, and the couple spent their honeymoon and the following winter at the Bailey-Ellis House. After Joseph T. Bailey’s death, they occupied the house exclusively in the summers for about twenty years, until Walter’s death. The Ellis family was significantly larger than its predecessors in the house—it included Walter and Harriet, their three children (Joseph Bailey Ellis, Katherine Ellis, and Madeleine Ellis), Harriet’s niece Mary Doyle, and eventually Harriet’s mother—and the house was significantly expanded soon after Walter acquired the property. Wings and additions were built and attached to both the existing house and barns, and the property was re-named “Ellsberg.” The Ellises reportedly employed three maids, a butler, a nurse, a gardener, and several farmhands to help tend their family and property. Several extended family members lived in houses nearby, which Walter and Harriet provided for them.

One of Walter Bailey Ellis’s first alterations was the attachment of two older buildings on the property (dating from ca. 1830-1850) to the southeast end of the original house. A small, 1½ story carriage house was moved up from the curve of the drive (then a field) and attached to the southeast end of the original Bailey-Ellis House. The middle addition was used for a kitchen on the first floor and maids’ rooms above. Attached beyond that was the two-story, three-bay Rogers House; Harriet Ellis’s niece and mother occupied at least part of this addition.

Several changes were made to the interior of the original house at this time. Most significantly, the present dining room was created in the original kitchen wing. The current fireplace occupies the location of the original kitchen stove, which was moved to the middle addition. The south passageway between the front parlor and the sitting room was originally a butler’s pantry, with access to the original kitchen through sliding doors into a back hall.

On the second floor, two small maids’ rooms were converted to a guest room, and the shed-roofed dormer with its diagonal muntins was probably added to the room at this time for additional daylight. Because the original maids’ rooms, along with the narrow hallway leading to them, were at a lower floor level than the rest of the main block, the floor of the guest room and the hallway was raised approximately 2½ feet to be continuous with the main block. A small set of stairs was constructed to connect the main block with the middle addition (where the maids’ rooms were re-located), which is at a lower level; it re-used a section of the balustrade removed from the attic stair.

After World War I, the Bailey-Ellis House took on its present appearance; dentils and intermediate brackets were removed from the cornices, and the existing porches and stone steps were added. Prior to the Ellises’ ownership, the only porch was over the main entry (west elevation); the other elevations faced grass terraces. Walter’s daughter Katherine remembered that “The large porch around the house[,] which even in my day had undergone at least three changes in outline and placing of steps[,] took on its present form[,] and all the steps were changed to stone.” (Katherine Ellis: 3) Also at this time, the exterior of the house, which was originally tan with dark brown trim, was re-painted in a warm red with cream color trim.

Although Walter and Harriet Ellis were summer residents, they maintained strong local connections. Two of their children—Joseph Bailey Ellis and Madeleine Ellis, both with warm-weather birthdays (in 1890 and 1898, respectively)—were born in Scituate. Walter donated land to the North Scituate Library Association for the construction of a new public library at 701 Country Way, in 1893-94; Harriet was active in the library association, and left a small sum of money to it in her will.

The Ellises maintained the property not only as a summer home, but also as a working farm. During their ownership, the landscape featured horses, dairy cows, sheep, pigs, chickens, an icehouse, and orchards (including mulberry, cherry, apple, and pear trees). A vegetable garden, flower garden, and lawns around the Bailey-Ellis House were maintained by an Italian gardener, who lived on the property, in a house facing what is now Mann Lot Road (now a separate parcel).

Following Walter Bailey Ellis's death (sometime after 1910), Harriet Ellis and her two daughters occupied the house year-round. Harriet made few significant alterations to the house, except for removing the original shutters from the exterior. Upon Harriet's death in 1928, the Bailey-Ellis House was left to her daughters, Katherine and Madeleine, who occupied the house until their deaths in 1954 and 1961, respectively. As Katherine and Madeleine had no heirs, the property then passed to the estate of their brother Joseph Bailey Ellis (1890-1950), who lived in Pittsburgh, Pennsylvania, at the time of his death. Joseph Bailey Ellis's estate was left in trust for his wife, Christine Bullard Ellis, and their three children: Walter Bullard Ellis (b. 1918), David Wade Ellis, and Marilee Christine Ellis Reilly. Walter B. Ellis wrote that

“It had always been the strong desire of the family to keep the property intact—not to subdivide and develop it. To this end, the heirs sold Ellsberg and its 102 acres to the Town of Scituate in 1969—hopefully, to ultimately provide space for future parks, riding and walking trails, schools, a hospital, and other facilities for all of Scituate's citizens.” (Postscript to “The History of Ellsberg”: 7)

The property today is maintained as conservation land with numerous walking trails. The Bailey-Ellis House is operated by the Scituate Arts Association, and used for classrooms, art studios, and gallery space.

Architectural Significance

Architecturally, the Bailey-Ellis House is a well-preserved, modestly scaled but exuberantly articulated Victorian country house; it displays a sophisticated sense of proportion, massing, texture, and detailing on both the exterior and interior. The intact survival of its original 100 acres of land is also a highly unusual and distinguishing feature.

Most of the 19th and early 20th century summer resort development in Scituate was concentrated directly along the coastal areas, although there were exceptions in North Scituate and the Glades area of town, and scattered estates, including Thomas Lawson's “Dreamwold” (1901) in Egypt. In the late 19th century, Scituate's residential buildings were typically vernacular in character,

following modest Greek Revival, Italianate, and Queen Anne patterns. North Scituate contains more substantial suburban development in more ambitious, Colonial Revival and Craftsman designs from the turn of the century, and a few high-style summer houses from the same period, built directly on the beach. Built shortly after the arrival of the railroad, the Bailey-Ellis House is an early, rare, and unusually fine example of suburban/country house development in Scituate at a transformational moment in the town's history.

The design of the Bailey-Ellis House has occasionally, and without documentation, been attributed to Boston architect Gridley J.F. Bryant (1816-1899). The evidence of a connection between Gridley J.F. Bryant and the design of the Bailey-Ellis House is circumstantial but worth relating, based on family and social connections, and the stylistic similarities between the 1874 Bailey-Ellis House and the 1877 renovations that Bryant made to his Colonial-era house nearby.

One of the pre-eminent architects of his time in New England, Bryant was known for his pioneering works in the Boston "Granite Style", including numerous warehouses, and for distinguished state capitols (including an addition to the Massachusetts State House) and city halls, courthouses and jails, hospitals, schools, churches, railroad stations, custom houses, post offices, business blocks, and occasional private houses.

Gridley James Fox Bryant was the son of the prominent engineer and builder, Gridley Bryant (1789-1867), who was born and died in Scituate. In 1843, the elder Gridley inherited from his aunt Polly Stockbridge Wade her husband's family home, built ca. 1750 at what is now 740 Country Way (now known as the Wade-Bryant House), a short distance to the north of the Bailey-Ellis property. Gridley and his wife, Maria, moved to the Scituate house about the time of his inheritance, and Maria occupied the house alone from her husband's death in 1867 until her own death ten years later. Gridley J.F. Bryant and his wife, Louisa, who had been living in Boston, moved to the house at 740 Country Way then and "thoroughly renovated and refurnished" it for year-round use. The couple frequently entertained there over the next six years, until Louisa's death in 1883. (H.T. Bailey, "An Architect of the Old School": 342-343) Bryant's 1877 renovations, nearly contemporary with the 1874 construction of the Bailey-Ellis House, included several strikingly-familiar cross-gables along the front of the Colonial period house (one with a Gothic-arched window) and jerkinhead end gables, as well as prominent label moldings over the façade windows.

In Scituate history and genealogy, the Bryant family was closely intertwined with the Bailey family. Among the heirs of Gridley Bryant's aunt, Polly Stockbridge Wade, were several Baileys, including the four children of Hannah Wade Bailey. John W. and Joseph T. Bailey's mother, Lydia Wade Bailey, inherited Polly's chaise and chaise harness. Said to have been a close friend of the Bailey family, Gridley J.F. Bryant "fell into hard times near his end and asked his cousin Joseph Tilden Bailey to buy the Wade house, to keep it in the family. It has been in the family ever since and is now owned by Tilden Bailey's great-granddaughters, Katherine and Madeline [sic] Ellis." (Sally Bailey Brown) Katherine, Madeline, and Joseph Bailey Ellis sold the Wade-Bryant House to a Mr. Lyons in the mid-1940s, but the Ellises retained several household items from the Bryant house, including a table at which John Hancock had supposedly dined. Near the end of his life, Gridley J.F. Bryant transferred his professional papers to his Scituate cousin, Henry Tilden Bailey (1865-1931), a grandson of Hannah Wade Bailey. Henry

Bailey later published an extensive tribute to Bryant's life and work, "An Architect of the Old School" (1901).

BUILDING HISTORY AND DESCRIPTION

The Bailey-Ellis House is located on the south side of Country Way, standing approximately one-quarter of a mile from the road on approximately 102 acres of undeveloped conservation land, now owned by the Town of Scituate, which comprised the original estate. The house is comprised of three distinct sections, all of wood frame construction: the main block and original kitchen wing, an elaborate Victorian residence constructed ca. 1874; and two vernacular additions to the southeast, which were constructed ca. 1830-1850 as independent buildings and were moved from other locations on the estate ca. 1895. A small shed is attached to the end of the additions. (see photos 1-4)

The eclectic, asymmetrical design of the original portion of the Bailey-Ellis House (the "Main House") displays features of the Italianate and Gothic Revival styles. The main block of this volume is cross-shaped in plan, with a very short southeast leg; it contains three formal rooms on the first floor and family living quarters above, all centered around a grand stair hall. Extending from the southeast gable end is a long, slightly lower gabled wing, which contained the original kitchen (now the dining room) below and servants' rooms above.

The Main House rises 1 ½ to 1-2/2 stories from a low fieldstone foundation to a picturesque roofline with steeply-pitched gables, jerkin-head cross gables, triangular dormer windows, a three-story tower at the back, and two corbelled brick chimneys. First floor porches and bay windows further enliven the volume.

The original portion of the house is sheathed with clapboards and trimmed with wooden quoins at the corners and paired brackets at the eaves. Ornamental dentils that originally ran between the brackets were removed in the early 20th century. Window and door openings are bordered by substantial molded trim; windows are double-hung wood sash. Two-over-two sash are typical on the major walls, with 1/1 sash employed in the bay windows, tower, and tri-partite groupings. The roof is clad with asphalt shingles; the original roof cladding is uncertain, but may have been cedar shakes.

On the interior, the first floor of the Main House contains a variety of high-style detailing in all four principal rooms. Trim is typically carved of a variety of dark woods, including black walnut, sycamore, ash, and oak. Interior finishes on the first floor of the Main House include narrow-board wood floors (often parquet), plaster walls with wood baseboards and cornice moldings, and plaster ceilings, many of which feature a central, ornamental medallion. Prominent wood moldings surround the door and window openings, and elaborate mantelpieces ornament the fireplaces in each of the four principal rooms. Doors are typically five-paneled.

Second floor finishes and detailing are simpler than those on the ground floor, typically consisting of narrow-board wood floors in the family bedrooms; molded baseboards; simpler door and window trim; five-panel wood doors; handsome carved wood fireplace surrounds; and built-in closets. The original ceilings on this floor are generally concealed by modern finishes.

The attic of the main house is unfinished, except for narrow-board wood floors throughout. The basement contains a mix of concrete and dirt floors and wood and brick support posts. (see photos 5-17)

The Middle Addition is a modest vernacular Greek Revival-style building, set perpendicular to the original kitchen ell. It rises 1 ½ stories from a low fieldstone foundation to a gabled roof, and is characterized by clapboard siding with simple cornice molding and gable returns, narrow corner boards, and asphalt roof shingles. The main, southeast façade is composed of three windows on both stories, typically containing 2/2 wood sash. (see photos 1-4)

Inside, the first story is composed of a pantry area bordering the present dining room, and one large room to the side. An enclosed stairway to the basement is located in the back pantry area. The pantry contains built-in storage and plain flat casings, including peaked lintels. The main room, which was used as a kitchen, is trimmed with plain, unshaped casings. The second floor of the Middle Addition contains a front and back bedroom and a small modern bathroom. Interior finishes include simple molded trim on baseboards and door and window casings, plaster walls and ceilings, and plain wood floors. (see photo 18)

The End Building Addition rises two stories from a fieldstone foundation, with its gabled ends oriented perpendicular to the Middle Addition. Narrow corner boards and a simple cornice molding frame the clapboard wall, while short returns finish the gable ends. Asphalt shingles clad the roof. The main, southeast façade contains three window bays on each floor, and an offset doorway with a simple bracketed shed roof. A one-story structure known as “the outhouse,” or shed, protrudes from the gable-end of this block, with clapboard siding, narrow corner boards and cornice molding, and a steep hip roof clad in asphalt shingles. (see photos 1-4)

The floor plan for the End Building includes an ample offset stair hall with a large main room to the side. Interior finishes include a high molded baseboard, simply molded window and door trim, and plain floor boards. The interior of the shed contains exposed framing at walls and roof, utilitarian wood partitions, and a plain wood floor.

Major alterations to the building include the 1890s addition of two earlier, independent buildings (the Middle Addition and End Building Addition); the removal of the conical tower roof, ca. 1890s; and the 20th century removal of deteriorated original and/or early porches, including a simple shed-roofed porch along the back of the End Building Addition and a balustraded open deck that wrapped around the north end of the Main House. Surviving porch elements include the posts and roof of the main entry porch (the railing and deck are modern); the roof and posts of the porch in back of the music room (it presently has no floor or railing); and a free-standing fieldstone stairway off the northwest gable end of the Main House.

A narrow, packed-earth drive leads up the gentle slope of Booth Hill, curving near the top where it approaches the house. This driveway extends along the entire southwest façade of the Main House, and undoubtedly led to the large barn that once stood to the south of the dwelling. Two small parking areas are presently located off the southwest side of the driveway. The House is set on a low berm, bordered by narrow bands of lawn, with immature woodland beyond. For many years, the Bailey-Ellis House had an unobstructed view of the ocean and was surrounded by open pastures.

Historically, the Bailey-Ellis House is an outstanding example of late 19th century residential architecture in Scituate; it also exemplifies the summer resort development of the town, and is associated with members of one of Scituate's most prominent and populous families, who distinguished themselves as important Boston merchants. The house was built as a year-round home for businessman John Wade Bailey and his wife, Priscilla Vinal Bailey. Members of the Bailey family occupied the property as both a year-round and summer home from the time of its construction, ca. 1874, until 1969, when the estate was sold to the Town of Scituate.

Today the property is maintained primarily as conservation land; the house and 3.6 acres of land immediately surrounding it are reserved for the Scituate Arts Association. The Scituate Arts Association is responsible for operating and maintaining the Bailey-Ellis House, which is used for classrooms, art studios, and gallery space. A resident caretaker lives in the End Building Addition.

Architecturally, the Bailey-Ellis House is a well-preserved, modestly scaled but exuberantly articulated Victorian country house. It displays a sophisticated sense of proportion, massing, texture, and detailing on both the exterior and interior—possibly the influence of one of New England's leading architects in the mid-19th century, Gridley J.F. Bryant, who was not only a neighbor but also a relative of the Bailey family.

For more detailed information on the historical and architectural features of the Bailey-Ellis House, consult the National Register nomination prepared in 2011, and the Rehabilitation and Reuse Study prepared by Architectural Conservation Trust (ACT) for Massachusetts in 1988.

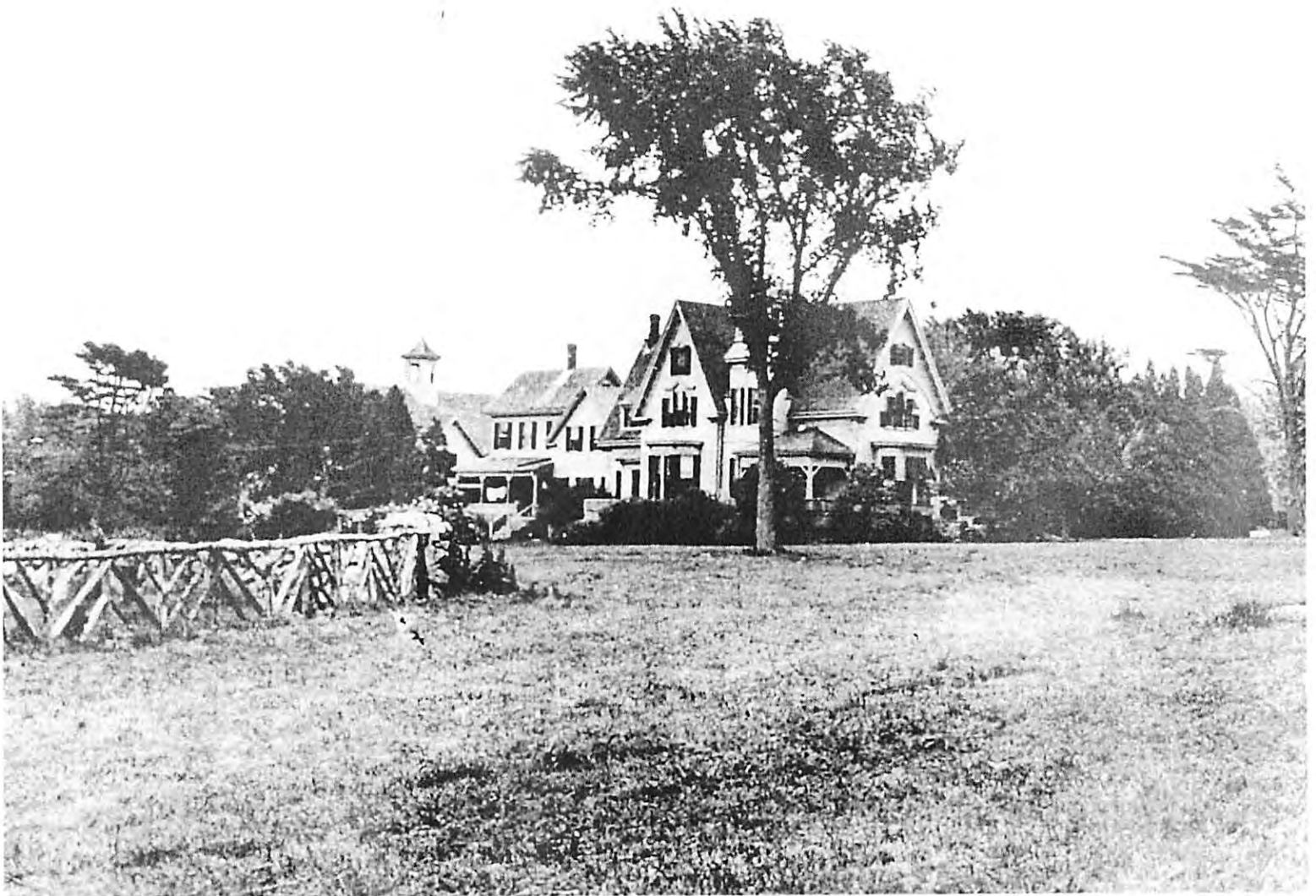
ARCHITECT

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BAILEY-ELLIS HOUSE TALK, 16 October 2013

#8

**'THE PLEASURE OF WEALTH':
HIGH VICTORIAN ARCHITECTURE AND THE LOST HISTORY OF
THE BAILEY-ELLIS ESTATE**

I would like to thank Janet Cornacchio and the Scituate Arts Association for inviting me to give this talk. More importantly, I want to thank them for their stewardship of the property I am going to talk about tonight.

For the last 40 years, the Scituate Arts Association has used the Bailey-Ellis House for artists' studios, exhibitions, and classes, and has maintained the building using very limited funds and lots of volunteer labor from its members and friends. Given the challenges of maintaining any structure more than 20 years old, much less one as elaborate as this building, the Association's commitment has been extraordinary.

The Bailey-Ellis House is an outstanding example of late 19th century residential architecture in Scituate. It also represents the summer resort development of the town, and is associated with members of one of Scituate's most prominent and populous families, who distinguished themselves as important Boston merchants. The intact survival of the estate's original 100 acres of land is also a highly unusual and important feature.

The title of my talk comes from a line in an obituary for the second owner-occupant of the Bailey-Ellis House, Joseph Tilden Bailey, who died in 1895. Joseph was a wealthy Boston merchant who summered at this property for ten years. His younger brother John had assembled the 100-acre estate and built the house as a year-round country home around 1874; he commuted to work in Boston on the then-new railroad line. Members of the Bailey family lived here for nearly a hundred years, before giving the property to the Town of Scituate.

"The Pleasure of Wealth" seemed a good way to link the exuberant architecture of the house to the people who were fortunate enough to live here, and to the public that can now enjoy this property every day.

This presentation is doubtless a bit different from the SAA's usual "meet the artist" talks. In this case, the art work to be discussed is a house. And its artist, or creator, is not known for certain, but is rumored to be Gridley James Fox Bryant, who was a cousin of Joseph and John Bailey and lived up the street.

As an architect and architectural historian, I like to think that a building's design reflects not only contemporary artistic styles, but also something about the technology, economy, and society of its time. And a home embodies, even more, the character and aspirations of the individuals that come to inhabit it.

This photo is of Mark Twain's home in Hartford, Connecticut, which coincidentally was built in the same year as the Bailey-Ellis House. In a nostalgic mood, Twain said of it:

"To us, our house... had a heart, and a soul, and eyes to see with; and approvals and solicitudes and deep sympathies; it was of us, and we were in its confidence and lived in its grace...."

So houses are alive to us, and people come alive through their houses. I recently came across this interesting observation: "One very fine if not exactly intentional purpose for historic preservation is to keep dead people alive." Through stories and images, I will try to bring part of the Bailey and Bryant families alive to you, and show you why this house matters.

The Bailey-Ellis House stands atop Booth Hill in North Scituate, near Gannett's Corner, in an area that was developed from the 18th through the 20th centuries. The house is set back approximately one-quarter mile from Country Way, on approximately 102 acres of undeveloped conservation land that comprised the original estate. Built with an unobstructed view of the ocean to the north, the house was surrounded by open pastures, orchards, and gardens. These have since been replaced by thick woodland. The driveway along the south side of the house once led to a large wood-framed barn, which stood a short distance behind the house. It was destroyed by fire in 1972.

The Bailey-Ellis House's setting-- as well as its picturesque roofline, board and batten siding, and multiple porches—were heavily influenced by the mid-19th century trend for romantic country estates. Several important architects wrote books extolling picturesque beauty—asymmetrical, irregular, and eclectic-- and the virtues of living in harmony with the natural landscape. They provided not only philosophical treatises on the subject, but also architectural plans and elevations, cost estimates, and instruction on building materials and methods.

The new style was partly a reaction to the sober, static cubes of the Greek Revival and colonial buildings that preceded it, and partly a response to the increasing mechanization of the Industrial Revolution. It was abetted by new means of building construction (such as lighter, flexible wood frames, and band saws that could churn out decorative wood trim) and by new means of transportation (like the railroad) that allowed businessmen to live at greater distances from their offices.

These slides show some examples of what was being promulgated for country houses. Homes would be oriented toward natural features rather than the street grid, and approached by meandering drives that heightened the sense of arrival. Gardens, orchards, and barns accompanied the house and sustained its occupants. Architectural designs were characterized by freedom and experiment, with more flowing relationships between spaces and even an interest in labor-saving features for the servants.

For all their decorative intent, careful craftsmanship was expected. The varied roofs of the Bailey-Ellis House are one of its signature features, and also one of the most difficult to maintain. But practical issues *were* considered in these romantic designs. A.J. Downing, one of the early proponents of the style, wrote in 1850:

"Particular attention must be paid in all irregular cottages of this kind, to the roofing of the valleys, or lines where the intersecting roofs meet—because the water from the higher parts of the roof all finds its way to these valleys before reaching the eaves, and therefore, if these valleys are not thoroughly constructed, and made perfectly tight, leaky places are certain to

show themselves immediately, to the great injury of the house and inconvenience of the inmates." (Janet knows all about this...)

The main block of the Bailey-Ellis House contained a grand entrance hall; a front parlor and back dining room (later known as a smoking room and as a sitting room), which were separated by a pair of walk-through butler's pantries; a music room on the opposite side of the stair hall; and a small library (now a bathroom) behind the stair hall. The original kitchen wing was turned into a formal dining room in the late 19th century. The bedrooms were upstairs, of course.

The first floor of the main house contains a variety of high-style detailing. Trim is typically carved of a variety of dark woods, including black walnut, sycamore, ash, and oak, which are also featured in the parquet floors. Bold wood moldings surround the door and window openings, elaborate mantelpieces ornament the fireplaces, and fancy plaster medallions decorate the ceilings. Even the door hinges are beautifully detailed.

Let's move now from the design of the Bailey-Ellis House to the man who may have created it, architect Gridley J.F. Bryant. The attribution exists without documentation, but the circumstantial evidence is worth relating, based on two factors: close family and social connections, and strong stylistic similarities between the 1874 Bailey-Ellis House and the 1877 renovations that Bryant made to his own, Colonial-era house nearby.

Bryant was one of New England's most esteemed architects in the mid 19th century. Here's what Scituate resident Henry Turner Bailey had to say about his cousin and friend:

"We remember Mr. Bryant as a man of commanding presence. He was not tall, but rather stout, with broad shoulders and a large strongly modelled head... His habit of standing always with his hands behind, his feet rather far apart, and his head thrust forward, gave him a noticeable likeness to the Napoleon in Orchardson's well-known picture of the "Emperor on board the *Bellerophon*," a likeness of which Mr. Bryant was not unconscious." (HTB, "An Architect of the Old School")

To give you an idea of his life-style, local historian Sally Bailey Brown remarked that

"He and his wife lived at the Hotel Vendome [in Boston's Back Bay] in winter, and Mrs. Bryant, in a \$1500 dress, danced with the Prince of Wales in the days long before he became King Edward the Seventh of England."

Bryant was the son of a prominent engineer and builder, also Gridley Bryant (no middle initials), who was born and died in Scituate. The architect-son was known for his pioneering works in the Boston "Granite Style". He was also responsible for numerous warehouses, and for distinguished state capitols and city halls, courthouses and jails, hospitals, schools, churches, railroad stations, custom houses, post offices, business blocks, and the occasional private house. One architectural historian wrote that "It has been said that downtown Boston from the 1850's to 1870's was practically a 'Bryant-built' city." [Bryant Tolles in *Old Time New England*, 1973]

In 1877, Gridley J.F. Bryant inherited from his parents a mid-18th century house at what is now 740 Country Way, a short distance north of the Bailey-Ellis property. Gridley and his wife,

Louisa, who had been living in Boston, moved into the Wade-Bryant House and, according to Henry Turner Bailey, "thoroughly renovated and refurnished" it. Bryant's 1877 renovations, included several strikingly-familiar cross-gables along the front, truncated end gables, and fancy moldings over the facade windows.

Although the relationship is not confirmed, the Bailey-Ellis House displays a sophisticated sense of proportion, massing, and detailing that evokes the great architectural conviction of Gridley Bryant.

The Bailey and Bryant families were closely intertwined, and Gridley J.F. Bryant was said to have been a close friend of the Bailey family. When the architect fell on hard times near the end of his life, he asked his cousin Joseph Tilden Bailey, who then owned the Bailey-Ellis House, to buy Bryant's home and keep it in the family. When Bailey's great-grandchildren eventually sold the Bryant house, in the 1940s, they retained several household items, including a table at which John Hancock had supposedly dined.

Last and not least, we come to the first two owners of the Bailey-Ellis House, John Wade Bailey and Joseph Tilden Bailey-- two of the ten children born to Job Bailey and Lydia Foster Wade Bailey. The Baileys were a large Scituate family, prominent in business, civic, and religious affairs, who had first arrived in Scituate in the late 17th century.

Family histories date construction of the house to 1874. John Bailey's wife, Priscilla Vinal Bailey, another Scituate native, reportedly chose the location for the house. They named their estate "Elm Heights" after a large American elm tree that stood on the property; it was tall enough to serve as a landmark to mariners at sea and reportedly grew to 16 feet in diameter.

Like several of his brothers, John Bailey started his career in housebuilding; he eventually became successful in Boston as a merchant in building materials. John Bailey frequently moved back and forth between Boston and Scituate in the mid 19th century, until he built and occupied this house. Bailey assembled what is now the property over three decades, from the 1850s through the 1880s, and lived in the house for its first decade, from about 1874 through 1885. By this time, the commute to Boston was made significantly more convenient by the arrival of the railroad in Scituate in 1871; the North Scituate Station was located less than half a mile away in the village of Gannett's Corner.

In the 1860s and 1870s, Bailey owned a business in downtown Boston that engaged in wholesale and retail sales of doors, sashes, blinds, glass, balusters, and other architectural elements. The wealth he accumulated in this part of his career is evident in the architectural quality of the Bailey-Ellis House and in the size of the surrounding estate.

The Bailey-Ellis House was constructed just two years after the Great Fire in Boston that destroyed nearly 800 mostly commercial buildings, in what is now the Financial District. You can imagine that John Bailey's building supply business was quite busy in the subsequent rebuilding of downtown Boston.

John and Priscilla Bailey's 50th wedding anniversary, attended by nearly 200 relatives and friends, was written up in the *Boston Evening Transcript* in 1898, between a short account of the French president's visit to Queen Victoria and notice of an American professor's report on conditions at a Siberian prison.

By the time of this celebration, however, John Bailey's fortunes had apparently declined precipitously. In 1885, he and his wife sold the Bailey-Ellis House to John's older brother, Joseph, for "one dollar and other valuable considerations". It was encumbered by a mortgage of \$3,000 to a local bank, and one for \$500 between the two brothers. After selling the house, John moved to Newton and worked at his brother's bank.

Joseph Tilden Bailey rose to become an important merchant and banker in Boston in the late 19th century. He was involved in the construction, wool, and banking industries, all of which experienced dynamic growth in the city in that era, and held prominent civic positions as well.

Joseph Bailey began his career in Boston in 1834, training as a carpenter. He partnered with fellow Scituate native Charles E. Jenkins in the firm of Bailey & Jenkins from at least 1846 to 1865, in a business described first as housewrights and later as dealing in doors, sashes and blinds. By 1870, Bailey was partner in the firm of Bailey, Jenkins, and Garrison, wool merchants (the new partner being William Lloyd Garrison, Jr., son of the famed abolitionist), which operated during the 1870s.

Bailey's obituary describes the interesting evolution of his early career as follows:

“[Bailey and Jenkins] were very successful, and in 1849, during the gold fever, they built houses and shipped them to California. As a large part of their return was in wool, it became necessary for them to dispose of it in some manner, and the wool merchants of Boston urged them to go into the wool business, which they afterward did. The name of the firm of Bailey & Jenkins was the synonym for fair dealing.” (Scituate Historical Society photocopy; source unknown)

Joseph Bailey was subsequently prominent in the local banking industry, and amassed a substantial fortune. In 1868 he was elected president of the Boylston National Bank of Boston, one of the largest banks in Boston at the time. Bailey served as president for more than 25 years, until his death in 1894, when the bank had more than \$2.8 million in assets.

An interesting sidebar is the story of a spectacular bank robbery at the Boylston National Bank while Joseph Bailey was its president. In November of 1869, a group of thieves led by Adam Worth and Charles Bullard (aka "Piano Charley") robbed the bank of at least \$200,000—which would be worth at least five million dollars today.

This is how it happened: A man purporting to be a dealer in health tonics rented a room in the building next door the month before, set out a large show of bottles, and with a small gang (including a woman!) spent a week drilling through two eighteen-inch-thick brick walls into the safe of the Boylston National Bank.

Worth and Bullard were skilled, bold, and stylish thieves. They fled to New York, and pondered what to do next.

As a recent biographer wrote,

“They could take the cash, abandon the securities, and head west, where the frontier states offered obscurity and where the law was, at best, partially administered. But Worth and Bullard, with their taste for expensive living and sophisticated company, were hardly the stuff of which cowboys are made, and the prospect of spending their ill-gotten gains in some dusty prairie town where they might be murdered for their money was less than appealing.

"A more attractive alternative was to make for Europe, where extradition was unlikely and where wealthy Americans were welcomed with open arms and few questions were asked."
The Napoleon of Crime by Ben McIntyre. Copyright © 1997

They wound up in London and Paris, where they continued their careers in upscale burglary. Arthur Conan Doyle is said to have modeled his character Professor James Moriarty—the nemesis of Sherlock Holmes— after Worth.

Back to the Bailey family-- In civic affairs, Joseph Bailey served as a trustee of the Massachusetts Charitable Mechanic Association from 1859 through 1861, and was its president from 1864 through 1866. He served as a Boston city alderman from 1859 through 1861, and as chairman of the Board of Overseers of the Poor from 1866-71. An obituary notes that Bailey “was uniformly successful in business, and although he amassed a fortune, his manifold benevolences showed that not a small part of the pleasure of wealth for him came in sharing it with others.”

During his lifetime, Bailey (who was a member of a Congregationalist church in Boston) donated money and the bell for the new First Baptist Church in Scituate, which was built nearby at 656 Country Way in 1869-70. In his will, Bailey left \$10,000 to the Trinitarian Congregational Society in Scituate, and \$5,000 to the Massachusetts Homeopathic Hospital in Boston, in honor of his wife.

Joseph Bailey was married to Phoebe Strickland, with whom he had one daughter, Mary Wade Bailey. Not much is known of Mary, although a relative observed that when Mary wanted a divorce from her first husband, with whom she had two children, "her father bought this for her as he had purchased everything else she had ever wanted. She later married a Capt. Green; I don't think he was a "ball of fire."" (Mary Richardson Ellis, p. 9)

During the years that they owned the Bailey-Ellis House, Joseph and Phoebe’s primary residence was a townhouse they built in 1875 at 55 Commonwealth Avenue, in the prestigious Back Bay neighborhood of Boston. (It sold earlier this year, 2013, for 14 million dollars.) The Scituate estate, which Joseph and Phoebe renamed “Seaview,” was used as a summer retreat. The only known alteration they made to the Bailey-Ellis House was due to Phoebe’s invalid condition, which prevented her from accessing the second floor of the home. The back parlor was converted to a bedroom for her, and the small adjoining library was converted for use as her bathroom.

When Joseph died in 1894, he left an estate worth more than \$720,000 (valued at more than 18 million dollars today, based on the Consumer Price Index). The Bailey-Ellis House property was given to his only surviving grandchild, Walter Bailey Ellis. Ellis later gave a memorial stained

glass window at the First Baptist Church in memory of his grandfather, whom he called "The best man that ever lived". (FBC website)

Although Bailey donated money for construction of the church building, his name is not on the window. As the Baptist Church now relates with ecumenical humor, despite his financial contributions and intimate family connections-- his siblings belonged to the church and his mother was the first president of the Scituate Baptist Female Mutual Religious Improvement Association—Joseph Bailey "belonged to a Congregational church in Boston, so that was that."

The third owner-occupant of the Bailey-Ellis House was Walter Ellis, who was born in 1863 and died in the 1920s, and worked at least for a time at his grandfather's bank. Walter was married to Harriet Kimball, with whom he had three children. The couple spent their honeymoon at the Bailey-Ellis House. After Joseph Bailey's death, they spent summers in the house for about twenty years.

The Ellis family was significantly larger than its predecessors in the house—it included Walter and Harriet, their three children (Joseph Bailey Ellis, Katherine Ellis, and Madeleine Ellis), Harriet's niece Mary Doyle and mother Joyce Kimball, and several servants and boarders. Not surprisingly, the house was significantly expanded soon after Walter acquired the property. Wings and additions were built and attached to both the existing house and the barns, and the property was re-named "Ellsberg."

The Ellises reportedly employed three maids, a butler, a nurse, a gardener, and several farmhands to help tend their family and property. Several extended family members also lived in houses nearby, which Walter and Harriet provided for them.

One of Walter Ellis's first alterations was attaching two older buildings on the property (built in the early 19th century) to the east end of the Victorian house. A small, 1½ story carriage house was moved up from a field at the curve of the drive and attached to the east end of the original Bailey-Ellis House. This middle addition was used for a kitchen on the first floor and maids' rooms above. Attached beyond that was a two-story half-house; Harriet Ellis's niece and mother occupied this addition.

Walter's daughter Katherine reported that the pointed top of the house's tower was removed in one piece, before she was born in 1893. Placed in the yard, the spire became, she said, "one of the sources of entertainment of our childhood." Sadly, it no longer remains. The Arts Association has recently completed painting the tower in the house's historic colors, but the roof will probably not be restored.

Several changes were also made to the interior of the original house during Walter's ownership. Most significantly, the present dining room was created in the original kitchen wing. The current fireplace there occupies the location of the original kitchen stove.

The Ellises maintained the property not only as a summer home, but also as a working farm. During their ownership, the landscape featured horses, dairy cows, sheep, pigs, chickens, an icehouse, and orchards (including mulberry, cherry, apple, and pear trees). A vegetable garden, flower garden, and lawns around the Bailey-Ellis House were maintained by an Italian gardener, who lived on the property.

Although Walter and Harriet Ellis were summer residents, they maintained strong local connections. Two of their children—Joseph Bailey Ellis and Madeleine Ellis, both with warm-weather birthdays—were born in Scituate. Walter donated land to the North Scituate Library Association for the construction of the new public library at 701 Country Way. Harriet was active in the library association, and left a small sum of money to it in her will.

Following Walter Bailey Ellis's death after 1920, Harriet Ellis and her two daughters occupied the house year-round. Harriet made few significant changes to the house, except for taking off the original window shutters and removing some of the eave brackets, to reduce maintenance costs.

Upon Harriet's death in 1928, the Bailey-Ellis House was left to her daughters, Katherine and Madeleine, who occupied the house until their deaths in 1954 and 1961, respectively. As Katherine and Madeleine had no heirs, the property passed to the heirs of their brother Joseph Bailey Ellis, who had lived in Pittsburgh. Joseph Ellis died in 1950, leaving his estate in trust for his wife and their three children. Wanting to keep the property intact for the benefit of the community, the children generously transferred the house and its 102 acres to the Town of Scituate in 1969.

The property today is maintained as conservation land with numerous walking trails. The Bailey-Ellis House and about three acres of land immediately surrounding it are operated by the Scituate Arts Association.

I will close this talk about the pleasure of wealth with a reminiscence from Katherine Ellis about her childhood in the Bailey-Ellis House in the late 19th and early 20th centuries:

"We never had an inkling of what Mother and Dad might be planning, as we never heard any plans or discussions and were never asked to put in our 'two bits'. Mother would simply announce at the breakfast table, 'Today we will do this' or 'tomorrow you will do that'. It might be merely a ride to the beach or it might be a trip to Europe, and we never dreamed of doing anything else... all that was expected of me was to get on board, and I never dreamed that all my friends and relations did not lead exactly the same sort of life... I was well grown-up and out in the world before it even dawned on me how very, very fortunate I have always been and still am!"

Thank you.

- Ellis House Information**

- Deeds/Plans**

- Town of Scituate Property Card**

- Photos of basement water**

- Photos of Bailey-Ellis House and parking area**

Riders on the Ellis Drive, October 2013

riders (768x1024x24b jpeg)



JUNE 25, 1969

SCITUATE, TOWN OF
ELLIS PROPERTY

92X3528 RE 776

I, David Wade Ellis,
of Barrington, located in Bristol County, ~~MASSACHUSETTS~~
Rhode Island,
being ~~convinced~~, for consideration paid, grant to The Town of Scituate

of Plymouth County, Massachusetts with ~~quitclaim construction~~

the land in said Scituate shown as Parcel 1 containing 95.84 acres, and Parcel 2 containing 5.82 acres on "Plan of Land in Scituate, Massachusetts" by Loring H. Jacobs dated ~~XXXXXXXXXXXXXXXXXXXX~~ December 15, 1966, to be recorded herewith, more particularly described in deed of Henry W. Kayes, Trustee under the will of Joseph Bailey Ellis, to the Town of Scituate, to be recorded herewith.

Hereby conveying any and all my rights individually and as heir or devisee under the wills of Joseph Bailey Ellis, Hattie K. Ellis, also known as Harriet K. Ellis, Walter B. Ellis, Madeline Ellis, and Katherine Ellis.

The consideration for this conveyance is less than one hundred dollars.

husband
wife of said grantor.

release -- to said grantee all rights of ~~tenancy by the curtesy~~ and other interests therein
dower and homestead

Witness my hand and seal this 16th day of June 1969

David Wade Ellis
David Wade Ellis

The Commonwealth of Massachusetts

ss. June 16 1969

Then personally appeared the above named David Wade Ellis
and acknowledged the foregoing instrument to be his free act and deed, before me

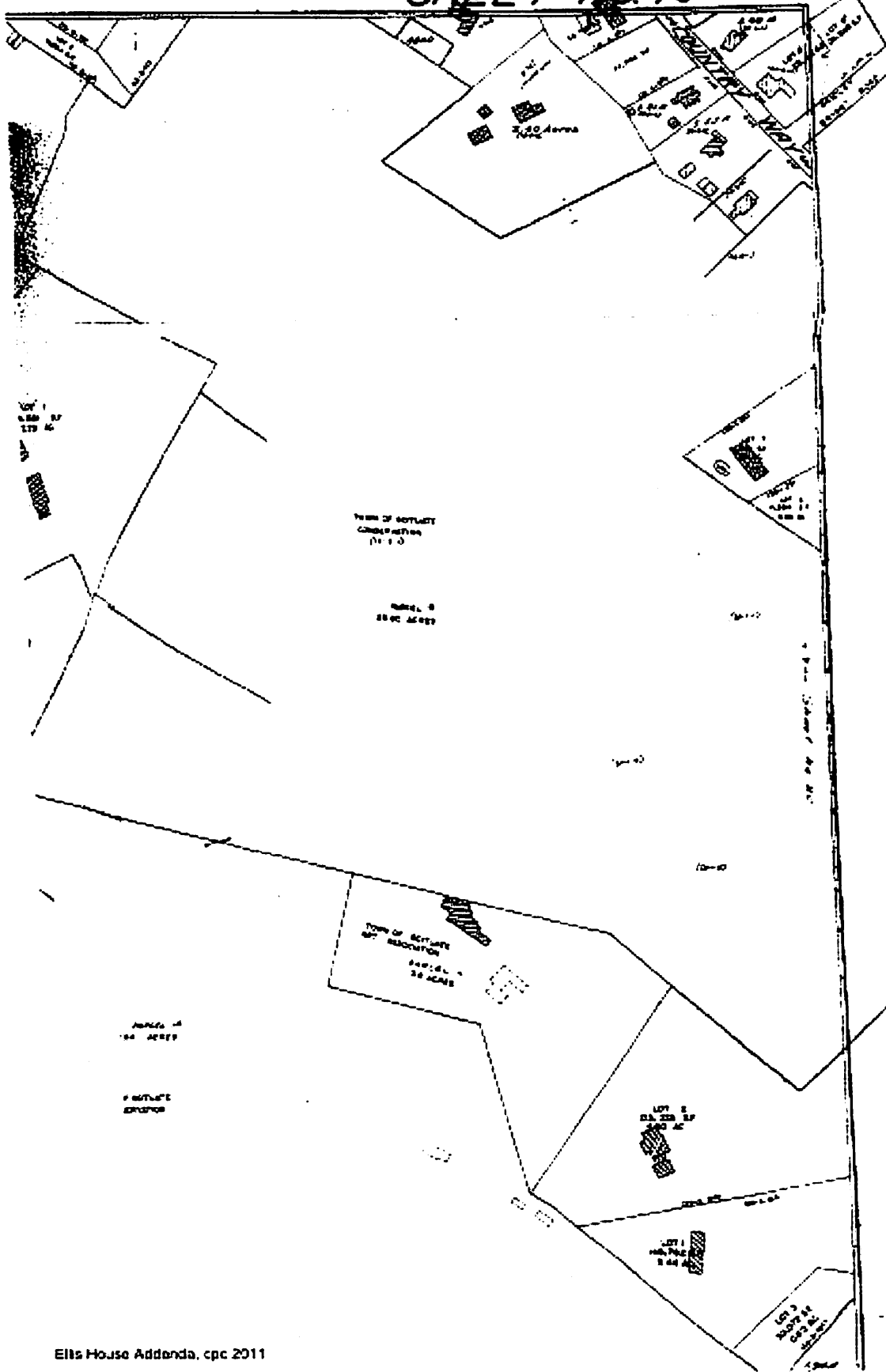


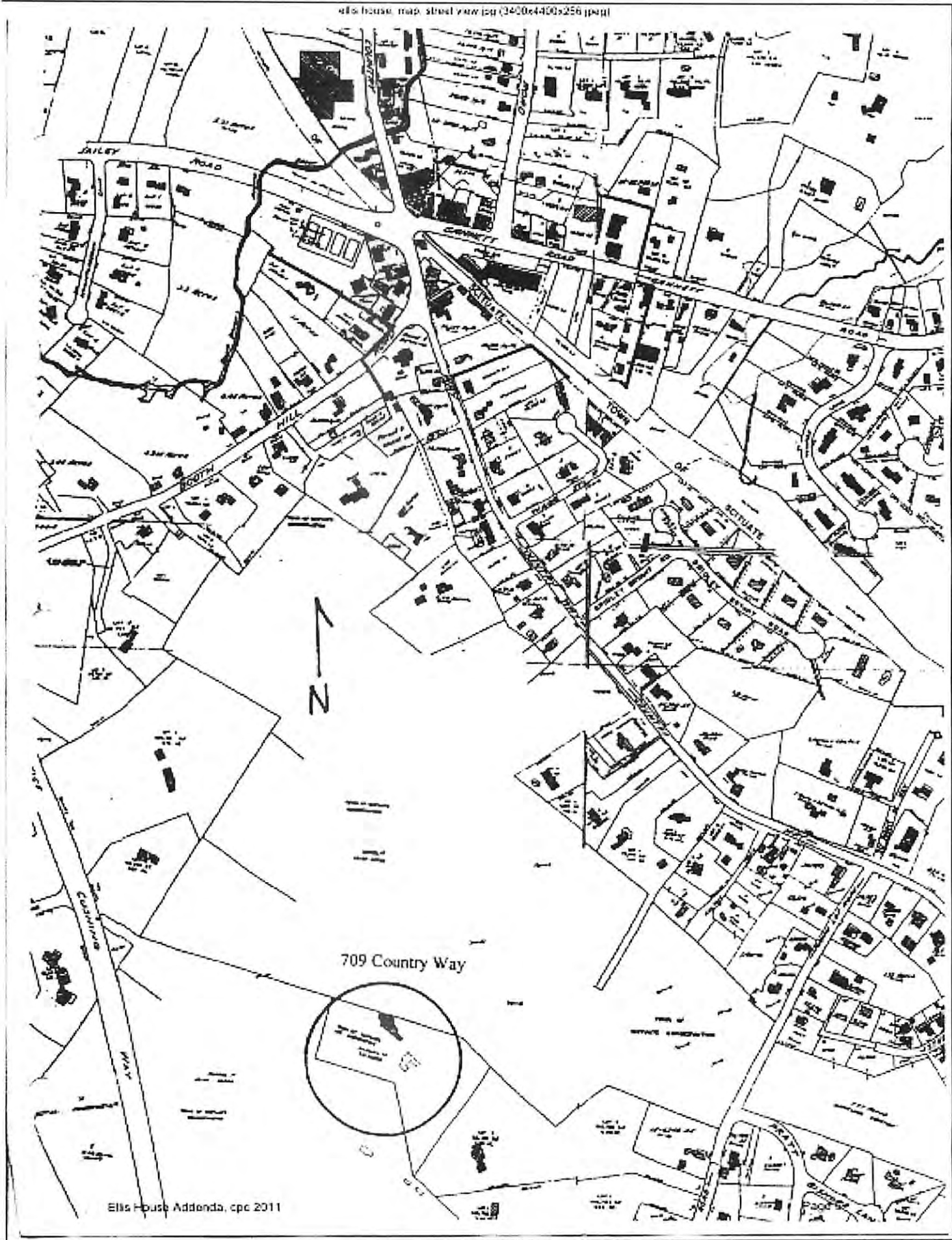
David Wade Ellis
Notary Public - Justice of the Peace

My commission expires 19
By Scituate (Legal) Sec 30, 1969

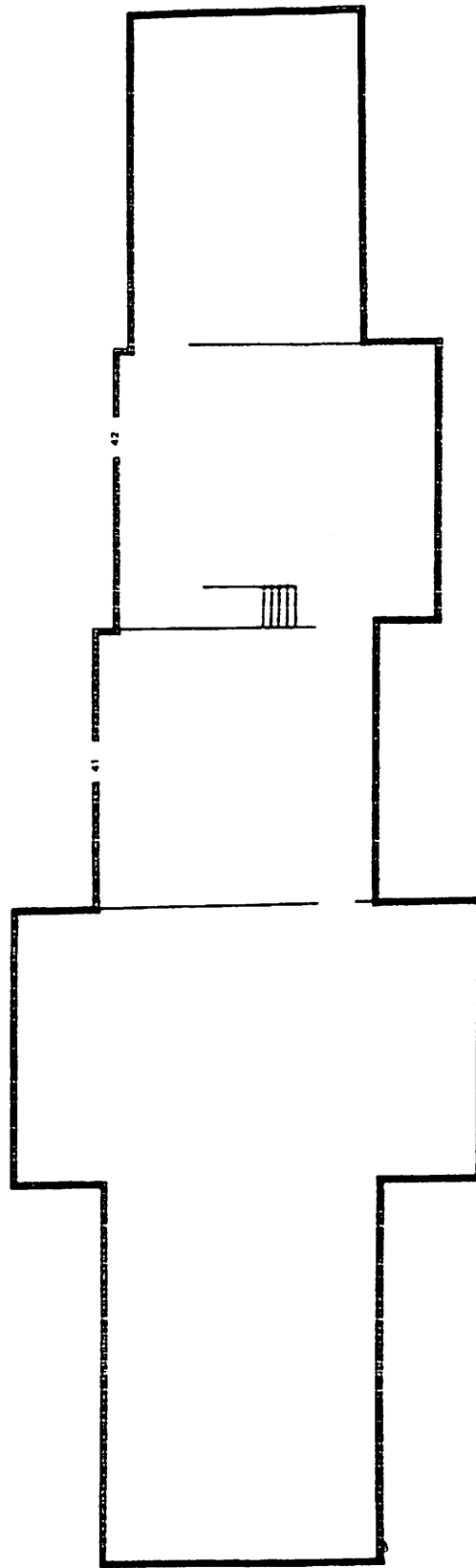
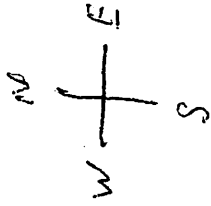
REC'D JUN 25 1969 AT 3-35 PM AND RECORDED

SHEET NO. 19



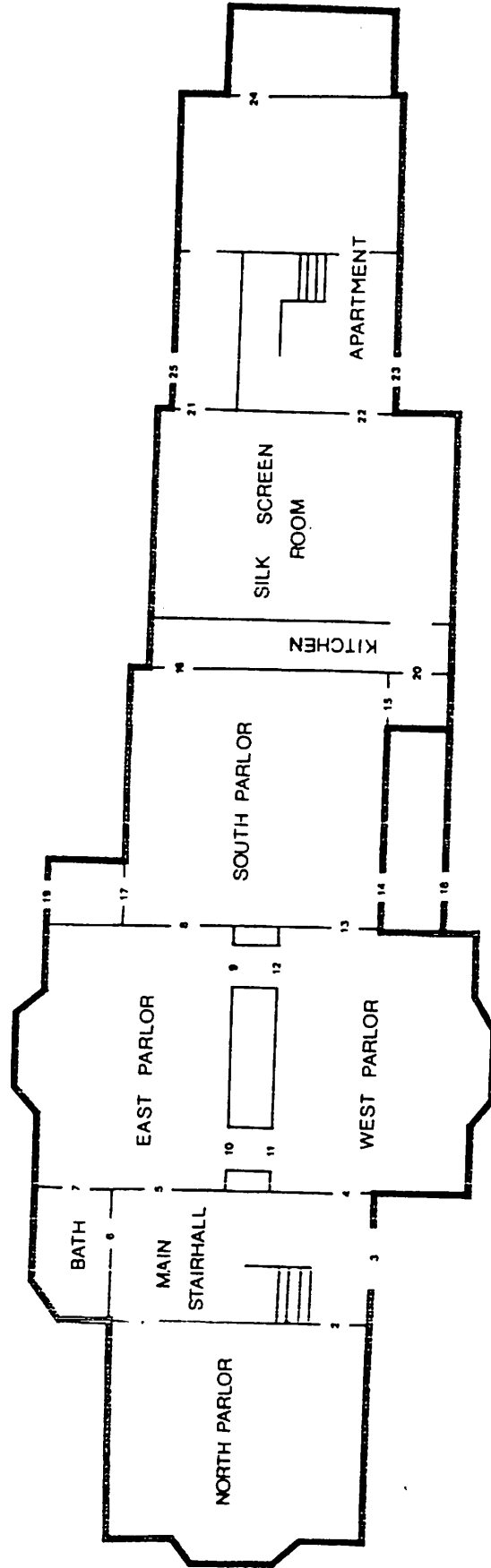
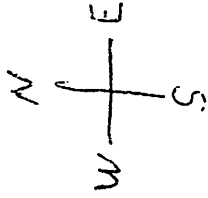


709 Country Way

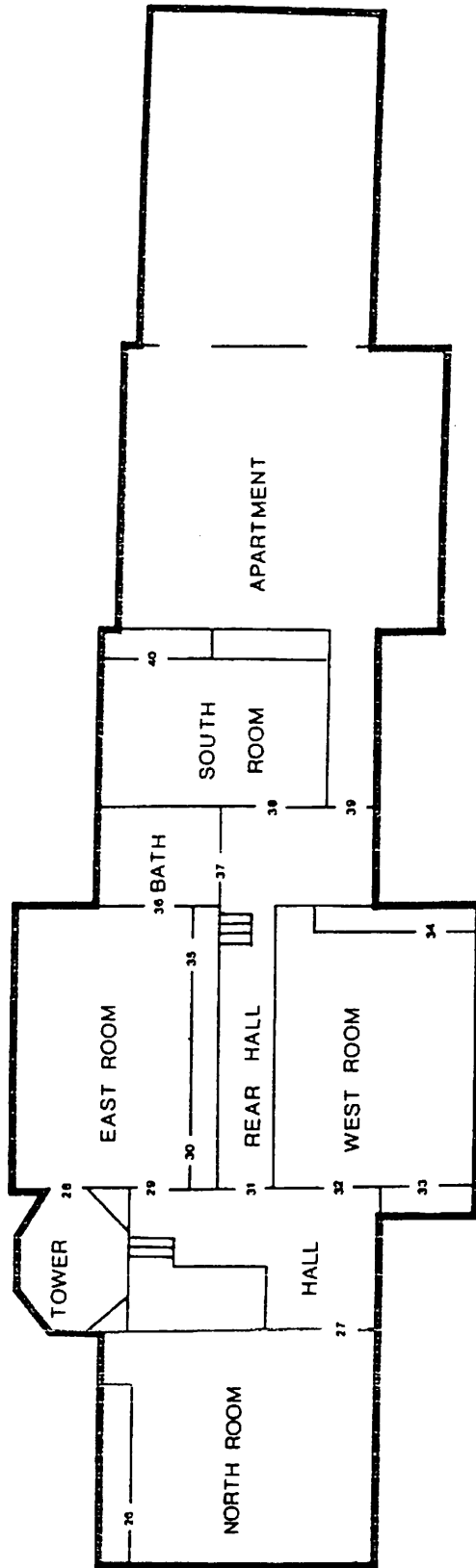
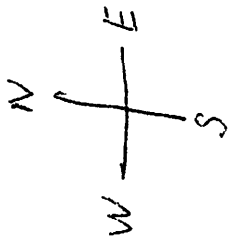


ELLIS
BASEMENT

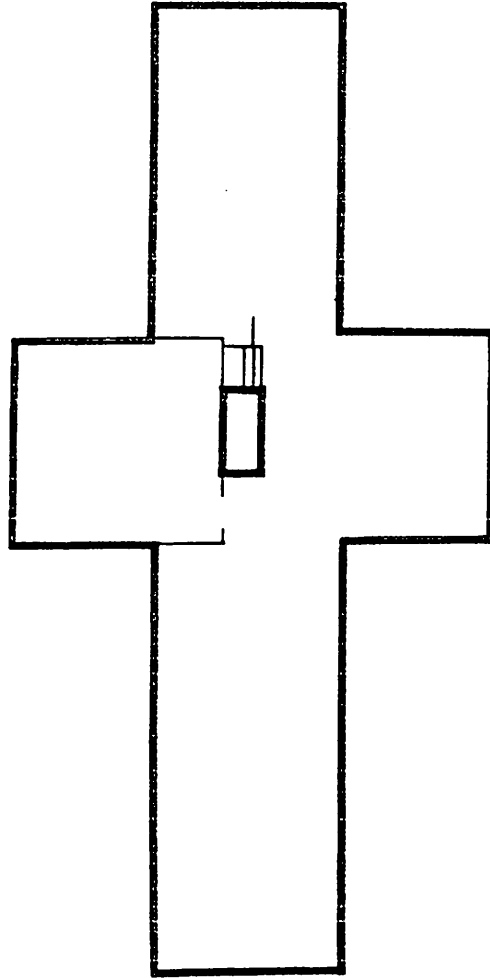
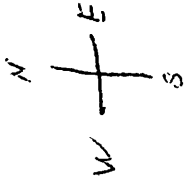
8



ELLIS
FIRST FLOOR



ELLIS
SECOND FLOOR



ELLIS
ATTIC

•Scituate Arts Association Information

•List of Officers and Directors

•Corporate Vote

•Resumes

•SAA Letter of Authorization Vote from Selectboard

•Renewal of License Agreement with Town

•IRS Non-Profit/Tax Exempt forms and AG Certificate for Solicitation



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.

6/29/2021

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

The Scituate Arts Association would like to request \$8,085 in funds (66% of the project total of \$12,250, with the SAA contributing \$4,165 or 34% of the total) from the Community Preservation Committee for our 2021 Bailey-Ellis House Basement A Interior Perimeter Drainage Project. Attached is our electronic submission consisting of the CPC Funding Request Form along with the Project Information Form including all supporting documentation plus references to previous applications.

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

Thank you for consideration of our needs.

Best

Janet Cornacchio
SAA President

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
EMAIL:JCORACCH@AOL.COM

SCITUATE ARTS ASSOCIATION

OFFICER AND DIRECTORS FOR 2021

The SAA 2021 Nominating Committee (members: Lainey Laing, Robin Glazier, Kathy Mogayzel) nominates the following Officers/Directors to be voted in at the 2021 Annual Meeting on February 17, 2021 to serve as the SAA Officers and Board of Directors during the 2021 calendar year (we anticipate that the current members will continue to serve until then):

OFFICERS:

- | | |
|------------------------|--|
| •President | Janet Cornacchio |
| •Clerk | Robin Glazier |
| •Bookkeeper | Richard Hom |
| •Director of Education | Lainey Laing |
| •Library Laison | Kathy Mogayzel (Alternate: Maura Prouty) |

BOARD OF DIRECTORS:

Janet Cornacchio
Robin Glazier
Lainey Laing
Kathy Mogayzel
Maura Prouty
Richard Hom
Desi Maheras
Joyce Bacci

Continue following affiliations:

- Cultural District
- Harbor Merchants' Association
- Chamber of Commerce

SCITUATE ARTS ASSOCIATION

CORPORATE VOTE OF BOARD OF DIRECTORS

The Board Members of the Scituate Arts Association ("SAA"), a Massachusetts non-profit organization with an IRS identification number of 23-7009646 duly organized and operating in Scituate, Massachusetts and having a principal place of business located at P.O. Box 214 (mailing address); 124 Front Street, Unit 8 (Gallery) and 709 Country Way (Ellis House), Scituate, Massachusetts 02066 hereby certifies that at a regular monthly board meeting on June 16, 2021 with a quorum being present, it was unanimously voted to ratify and confirm the following votes adopted as of June 16, 2021.

VOTED: To complete the grant application process to apply to Scituate Community Preservation Commission for grant funding in the amount of \$8,085.50 to execute interior drainage work to address flooding in Basement A (the main basement) of the Historic Bailey-Ellis House. This amount represents 66% of the total Project cost of \$12,250.00. SAA will supply matching funds in the amount of \$4,165.00.

IN WITNESS WHEREOF, this Vote has been executed this 16th day of June, 2021 and filed with the records of the corporation.



Janet Cornacchio, President
Scituate Arts Association

JANET L. CORNACCHIO

EXPERIENCE

Since 2004-present

- Realtor at Jack Conway, Inc. Now at Scituate Harbor office. Experience in sales and sales promotion. Board member of Scituate Art Association
- President since year 2008
- Actively involved in fundraising and purchase of Front Street Art Gallery by Scituate Art's Association
- Actively involved in numerous fundraising events and public outreach—including Arts in the Harbor, Membership Shows, Scituate High School Art Scholarship, Holiday House Tour
- Membership chair and Newsletter coordinator, developed database with assistance from spouse; instituted quarterly mailings plus special events mailings.
- Juried artist member of the SAA's Front Street Gallery, an all volunteer, non-profit cooperative gallery.
- Spear headed restoration/rehabilitation plan which led to award of CPC funding for consultant to list on National Register of Historic Places.

1995-2003 Footsteps Christian Curriculum Development Scituate, MA

- Author and developer of copyrighted Christian Education curriculum for grades 4-6
- Used at FTTC, Scituate and seven other churches
- K-3 currently in production
- Adult and Middle School curriculae written

1989-present First Trinitarian Congregational Church, Scituate, MA

- Member of Christian Education board, 6 years (term max).
- Teacher 15 years.
- Currently Scribe for MACUCC Leadership Commission.
- Served on Stewardship Committee member and as FTCC delegates
- Former Secretary of Pilgrim Association Church Education Committee

1979-99 Captain Forbes House Museum Milton, MA

- Archival and curatorial responsibilities in an 19th century house museum, including cataloguing, research, cleaning and restoration responsibilities
- Taught children's education and craft classes, adult craft workshops
- Mounted and hung major exhibition.

ROBIN S. GLAZIER

26 Persimmon Drive • Scituate, MA 02066

781-378-1634

robinglazier@gmail.com

SUMMARY

Extensive experience supporting legal professionals in all aspects of legal practice including research and office management; areas of experience include real estate, probate, commercial, tort, labor and employment, and medical malpractice litigation, as well as corporate, copyright, trademark, and patent law. More recent experience includes co-writing several grants as a volunteer member of the Board of the Scituate Arts Association, which has raised approximately \$100,000 thus far.

PROFESSIONAL EXPERIENCE

LAW OFFICE OF DANIEL A. BREWER, Hingham, MA **2010-Present**
Office Manager

Small law firm focusing on real estate, probate, corporate, and some commercial litigation. Research, document production, vendor relations, payroll, quarterly tax filings, inventory, accounts payable.

BROWN RUDNICK, Boston, MA **1994-2008**
Legal Assistant

Litigation Department; main focus was Labor and Employment Law and multi-court commercial litigation.

- Supported Legal Team on Tobacco Litigation. Firm represented Commonwealth of Massachusetts in its suit against the tobacco companies.
- Supported multi-jurisdictional commercial litigation defending major retailer in lawsuit regarding gift card fees.
- Supported multi-million-dollar personal injury claim against major insurer.
- Supported many Labor and Employment cases, including Mediation and Arbitration.
- Prepared and filed pleadings in Superior, Federal and Appeals Courts.
- Assisted Members of Hiring Committee in coordinating interviews and compiling offer packages.
- Established excellent relationships with co-workers, clients and vendors.
- Supported Corporate Department Head – including coordinating quarterly shareholder meetings for Firm client.
- Contributed to various interoffice committees, as well as “Beta Groups” for testing new software and “Super-User” team responsible for support and troubleshooting with respect to new software.
- Positions required significant confidentiality and administrative duties as well as coordinating and tracking meetings, travel, and continuing education compliance. During tenure at firm, additional duties included Batesing documents, cite checking, service of process, vendor relations, client relations, and document production.

PARKER COULTER DALEY & WHITE, Boston, MA **1990-1994**
Legal Assistant

Litigation Department; main focus was Insurance Defense/Workers’ Compensation.

WOLF GREENFIELD & SACKS, Boston, MA **1989-1990**
Legal Assistant

Corporate Department; main focus was Entertainment, Copyright, Trademark.

MURPHY DEMARCO & O’NEILL, Boston, MA **1987-1989**
Legal Assistant

Litigation Department; main focus was insurance defense litigation.

EDUCATION

Liberal Arts Studies, College of Charleston, Charleston, SC, 1986
Hospitality & Tourism, Human Resources, Women’s Studies

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



Form ST-5
Sales Tax Exempt
Purchaser Certificate

Customer #

[Empty box for Customer #]

Rev. 6/09

Massachusetts
Department of
Revenue

Part 1. Exempt taxpayer information. To be completed by exempt government or 501(c)(3) organization.

Name Scituate Arts Association, Inc.

Address P. O. Box 214

City Scituate State MA Zip 02066

Exemption number 237-009-646

Issue date 1-2-2000 Date of expiration of certificate 1-2-2025

Certification is hereby made that the organization named above is an exempt purchaser under Massachusetts General Laws, Chapter 64H, sections 6(d) or 6(e). All purchases of tangible personal property or services by this organization are exempt from taxation under said chapter to the extent that such property or services are 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.

Signature Theresa Dewas Title Treasurer Date 10-31-2018

Warning: Willful misuse of this certificate may result in criminal tax evasion sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines.

Part 2. Agent information. To be completed by agent of exempt government or 501(c)(3) organization.

Name of agent's organization _____

Address _____

City _____ State _____ Zip _____

Agent's name _____

Address _____

City _____ State _____ Zip _____

I certify that in making this purchase, I am acting as an agent for the exempt organization named above (select one):

- Government organization (local public school, city/town government, state agency, etc.).
Attach Form ST-2, if available. If Form ST-2 is not available, enter exemption number, if known: _____
- 501(c)(3) organization (parochial school, Scout troop, etc.). Form ST-2 must be attached.

Signature _____ Title _____ Date _____

Part 3. Vendor information

Vendor's name _____

Check applicable box:

- Single purchase certificate (attach detailed receipts or complete Part 4, on reverse)
- Blanket certificate



MASSACHUSETTS DEPARTMENT OF REVENUE
 PO BOX 7044
 BOSTON, MA 02204
 CONTACT CENTER
 (617) 887-6367

Letter ID: L1149825024
 Notice Date: January 19, 2016
 Account ID: SLS-10989479-004

SALES AND USE TAX REGISTRATION CERTIFICATE



SCITUATE ARTS ASSOCIATION INC
 SCITUATE ARTS ASSOCIATION INC
 124 FRONT ST UNIT 8
 SCITUATE MA 02066-1342

000473

Attached below is your Sales and Use Tax Registration Certificate (Form ST-1). Cut along the dotted line and display at your place of business. You must report any change of name or address to us so that a revised ST-1 can be issued.

DETACH HERE



MASSACHUSETTS DEPARTMENT OF REVENUE

Form ST-1

Sales and Use Tax Registration Certificate

This registration must be posted and visible at all times.

SCITUATE ARTS ASSOCIATION INC
 SCITUATE ARTS ASSN INC
 72 VERNON RD
 SCITUATE MA 02066-3623

Account ID: SLS-10989479-004
Location ID: 10989479-0001
Certificate Number: 1863196672

This certifies that the taxpayer named above is registered under Chapters 62C, 64H and 64I of the Massachusetts General Laws to sell tangible personal property at retail or for resale at the address shown above. This registration is non-transferable and may be suspended or revoked for failure to comply with state laws and regulations.

Effective Date: July 26, 1977



COMMONWEALTH OF MASSACHUSETTS
 DEPARTMENT OF REVENUE
 PO BOX 7010
 BOSTON, MA 02204



SCITUATE ARTS ASSOCIATION INC
 124 FRONT ST UNIT 8
 SCITUATE MA 02066-1342

403C

Notice Date:	12/01/14
Taxpayer ID Number:	237 009 646

Dear Taxpayer,

Below please find your Certificate of Exemption (Form ST-2). Please cut along the dotted line and display at your place of business.

Sincerely,

Massachusetts Dept. of Revenue



Form ST-2
 Certificate of Exemption

Massachusetts
 Department of
 Revenue

Certification is hereby made that the organization herein is an exempt purchaser under General Laws, Chapter 64H, section 6(d) or (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 Certification of Exemption is subject to criminal sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines.

SCITUATE ARTS ASSOCIATION INC
 124 FRONT ST
 SCITUATE MA 02066

EXEMPTION NUMBER
 237 009 646
 ISSUE DATE
 01/02/15
 CERTIFICATE EXPIRES ON
 01/02/25

NOT ASSIGNABLE OR TRANSFERABLE

COMMISSIONER OF REVENUE



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

MAURA HEALEY
ATTORNEY GENERAL

(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: 05/15/2017
Attorney General's Account Number: 023038

Issued By
The Division of Non-Profit Organizations/Public Charities

Internal Revenue Service

Department of the Treasury

35 Tillary St., Brooklyn, NY 11201

District
Director

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.

**SCITUATE ARTS ASSOCIATION, INC.
P.O.P. Box 214
Scituate, MA 02066**

May 5, 2021

VIA HAND DELIVERY

Town of Scituate
Board of Selectmen
Scituate, MA 02066

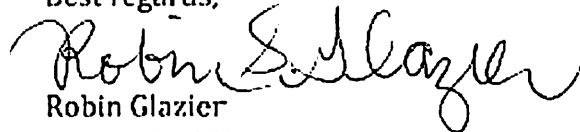
Re: Renewal of License Agreement between Town of Scituate and Scituate Arts Association, Inc.

To Whom It May Concern:

As set forth in paragraph 2 of the License Agreement between the Town of Scituate and the Scituate Arts Association, Inc. ("SAA"), please let this serve as the bi-annual extension of the License Agreement relative to the SAA's use and stewardship of the Historic Bailey-Ellis House located at 709 Country Way, Scituate, MA. Please also find enclosed our check in the amount of \$1.00 to facilitate the Renewal. Lastly, please also find enclosed a copy of the Certificate of Insurance identifying the Town of Scituate as the Additional Insured.

Please advise if you require anything further in order to extend this License Agreement. Please direct all questions to: robinglazier@gmail.com, Secretary of the Board of the SAA.

Best regards,



Robin Glazier
617-697-3773
robinglazier@gmail.com

cc: Janet Cornacchio, President
Richard Hom, Treasurer
Thresa Dewar, Bookkeeper

**LICENSE AGREEMENT BETWEEN THE TOWN OF SCITUATE
AND THE SCITUATE ARTS ASSOCIATION, INC.**

**LICENSE AGREEMENT BETWEEN THE TOWN OF SCITUATE
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 April 15, 2011 (the "Commencement Date") and, unless sooner terminated, shall terminate on April 15, 2013 (the "Expiration Date"). Notwithstanding anything set forth herein to the contrary, (a) either party hereto may terminate this License for any cause upon one hundred eighty (180) 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 but all snow removal shall be performed by Scituate. 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.

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 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 Cornacchio
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 any indirect, special or consequential or punitive damages or loss of profits or business income arising out of or in connection with this License.

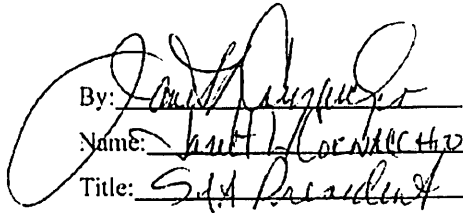
- (h) Captions, Exhibits, Gender, Etc. The captions of this License are for convenience and reference only and in no way define, limit or describe the scope or intent of this License nor in any way affect this License. The exhibits to this License are incorporated into this License and are a part hereof. 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

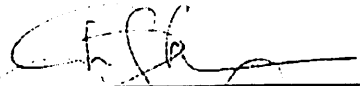
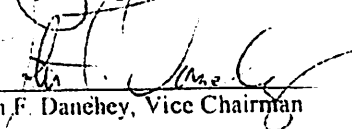

accepted by the Association and Scituate

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 L. Corvillo
Title: SAA President


Anthony V. Veghiani, Chairman

John F. Danchev, Vice Chairman

Shawn Harris

Board of Selectmen Vote of: August 2, 2011

**ADDENDUM TO LICENSE AGREEMENT
BETWEEN
THE TOWN OF SCITUATE
AND
THE SCITUATE ARTS ASSOCIATION, INC.**

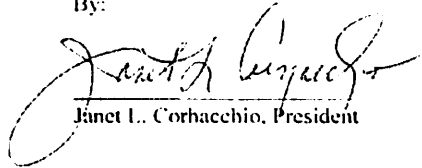
The Town of Scituate, acting through its Board of Selectmen and the Scituate Arts Association herewith agree that the following agreement shall become an addendum to the License Agreement dated October 4, 2011:

In consideration of the Scituate Arts Association acting as agent for the Town in applying for grants to enhance the Ellis Estate, the Scituate Board of Selectmen agrees that in the event the license is terminated by the Town, the Town will reimburse the Association for any improvements made to the premises through grants achieved by the Association, provided that:


1. The Town Administrator has been notified of and granted prior approval of the improvements
2. The cost of the improvements is documented at the time they are made; and
3. Reimbursement shall be for the cost of the improvement depreciated at the rate of ten percent (10%) per year or such other rate that is agreed upon at the time of the improvement.
4. Reimbursement shall be subject to the appropriation of necessary funds.

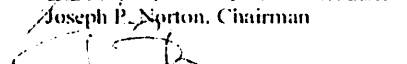
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this 5th day of June, 2012.

Scituate Arts Association, Inc.
By:

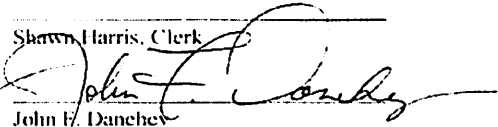

Janet L. Corhacchio, President

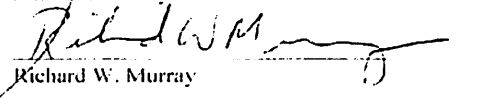
Town of Scituate, Board of Selectmen

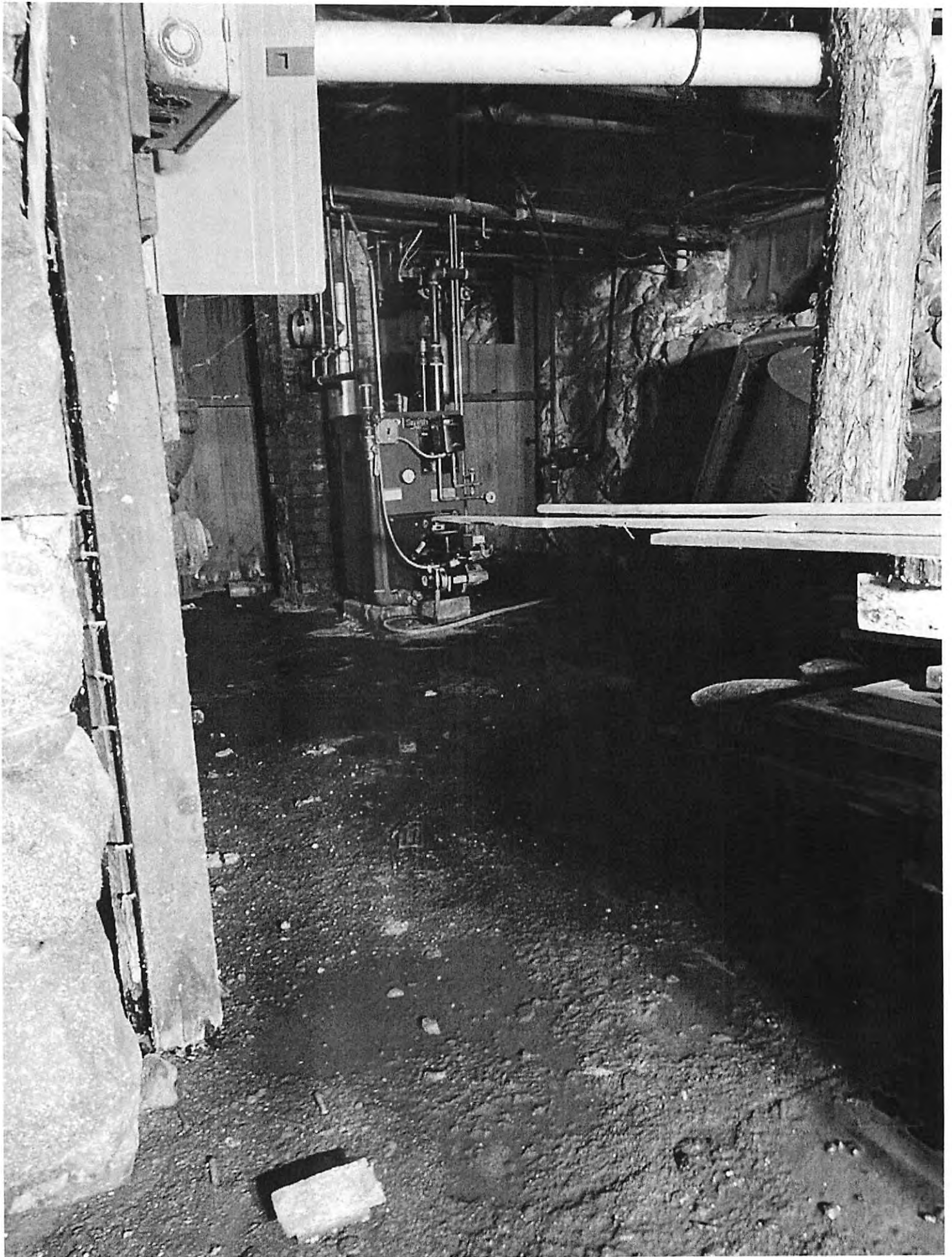

Joseph P. Norton, Chairman

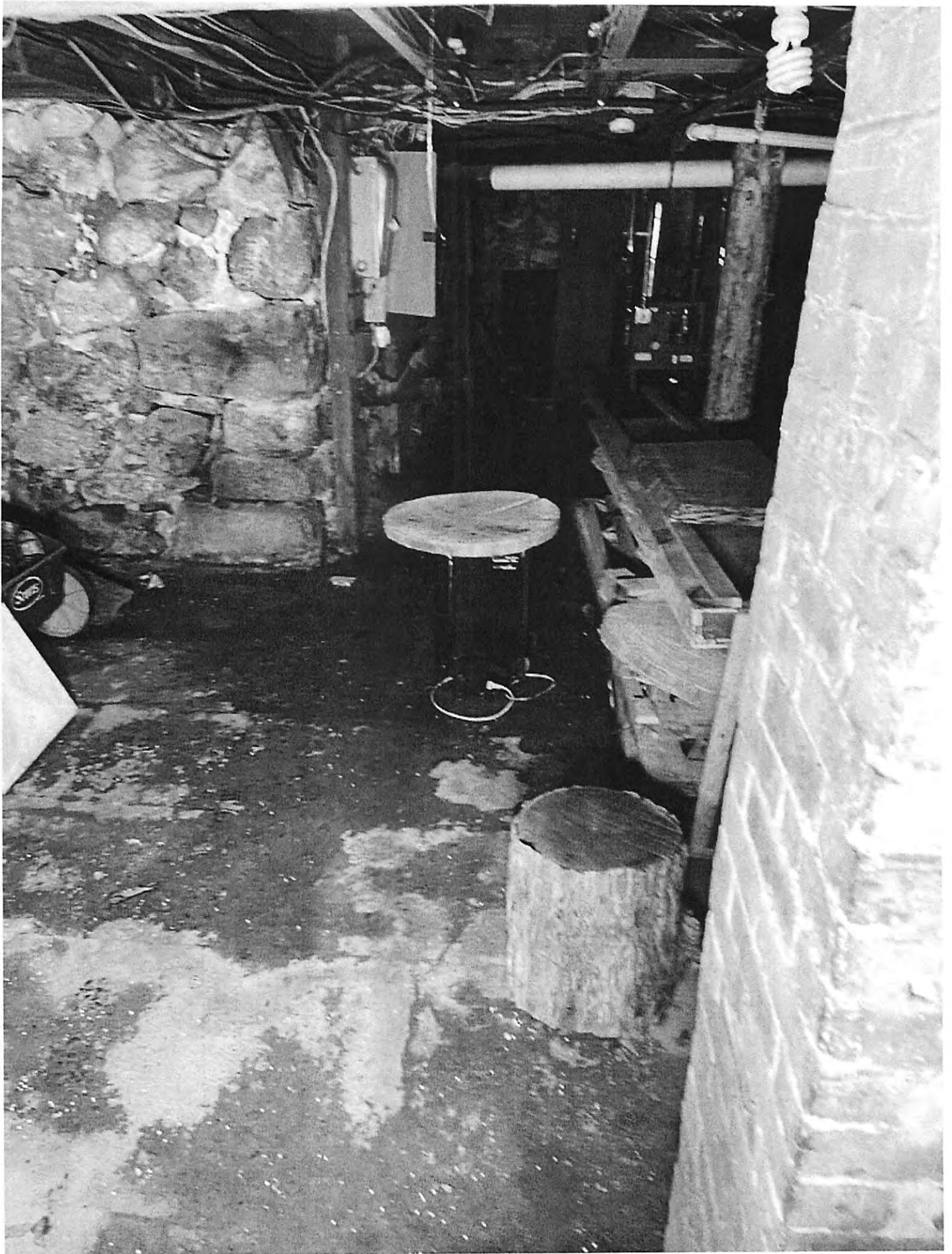

Anthony V. Vegnani, Vice Chairman

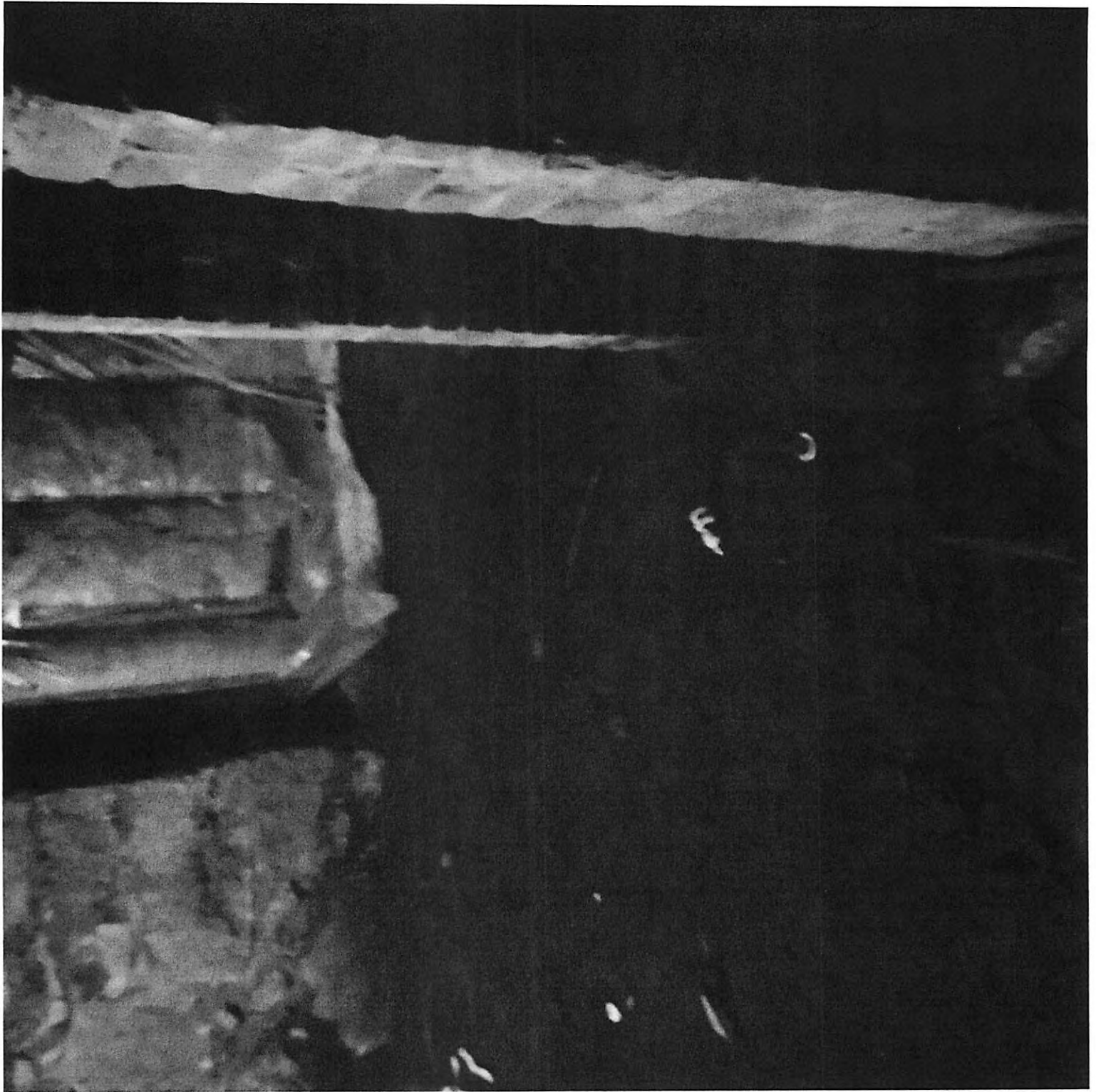
Shawn Harris, Clerk

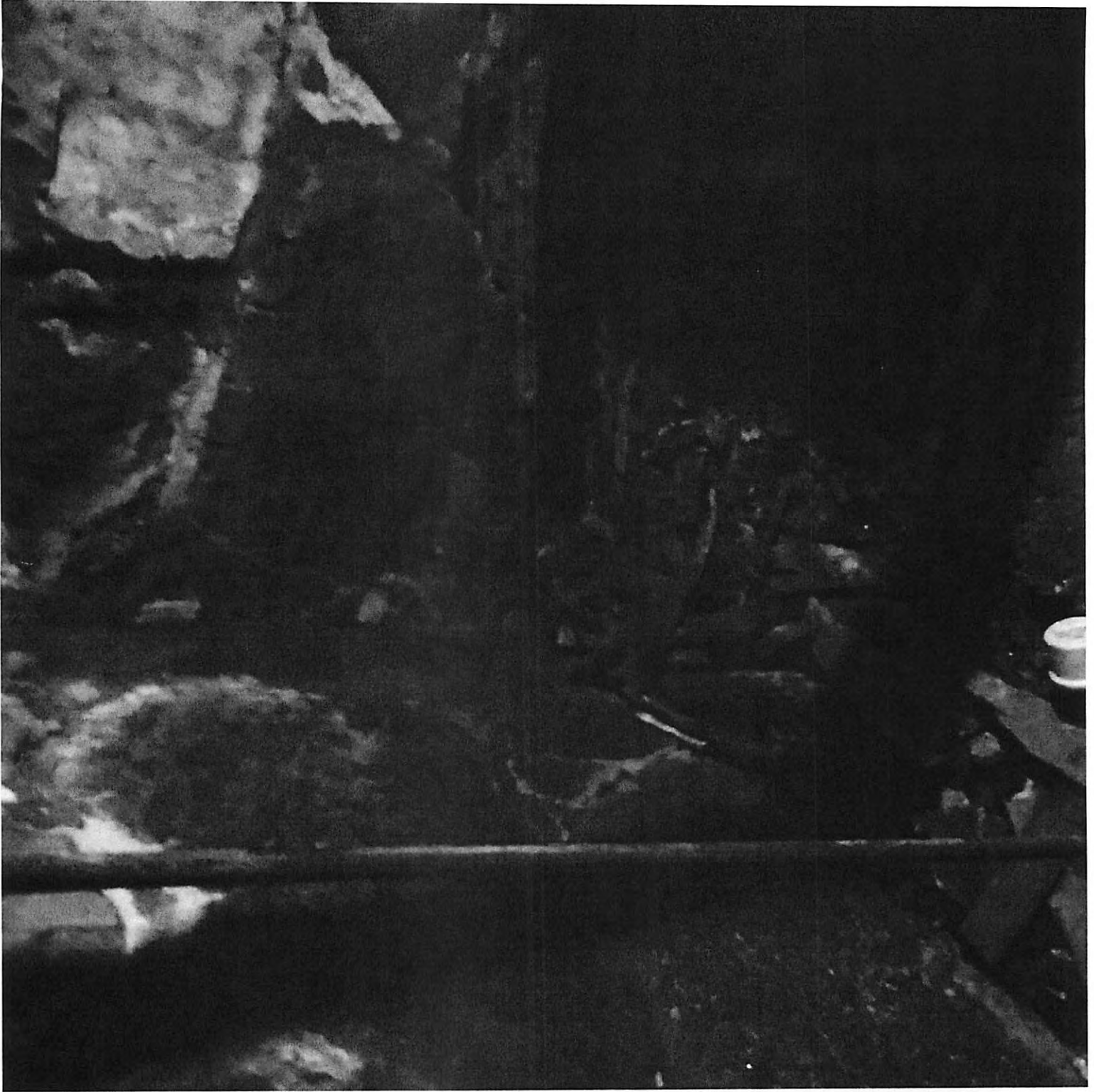

John F. Danchey

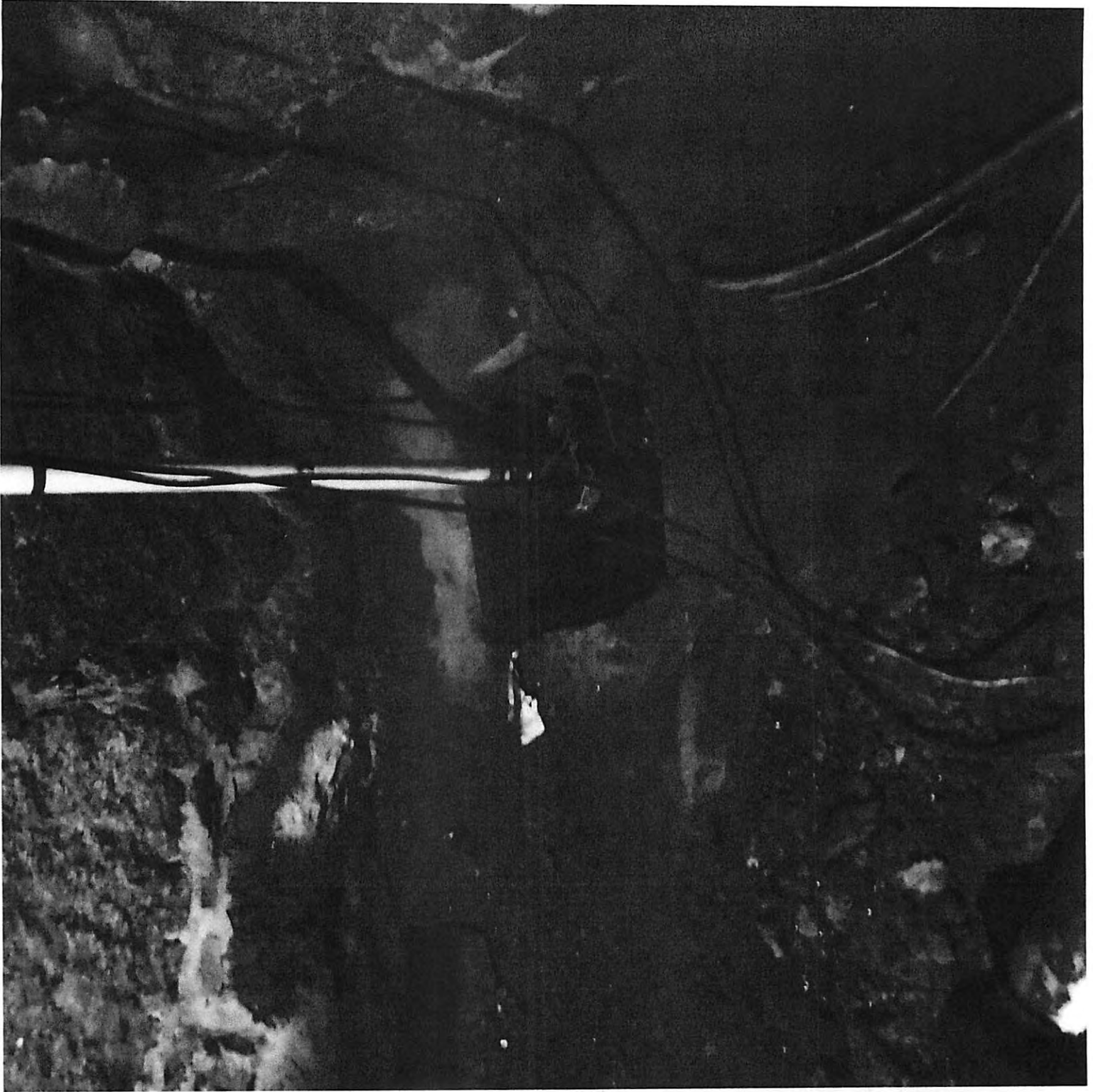

Richard W. Murray

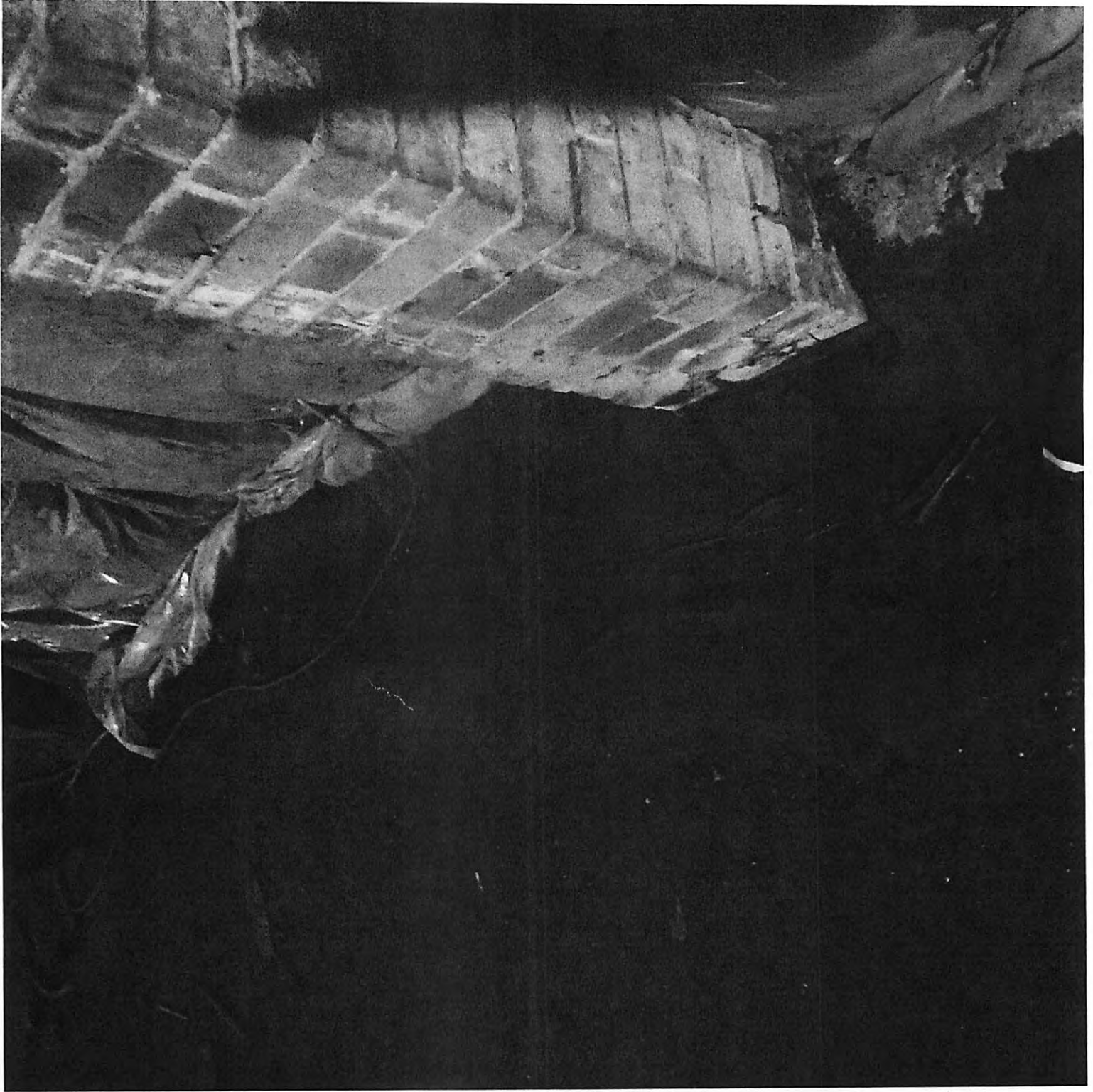












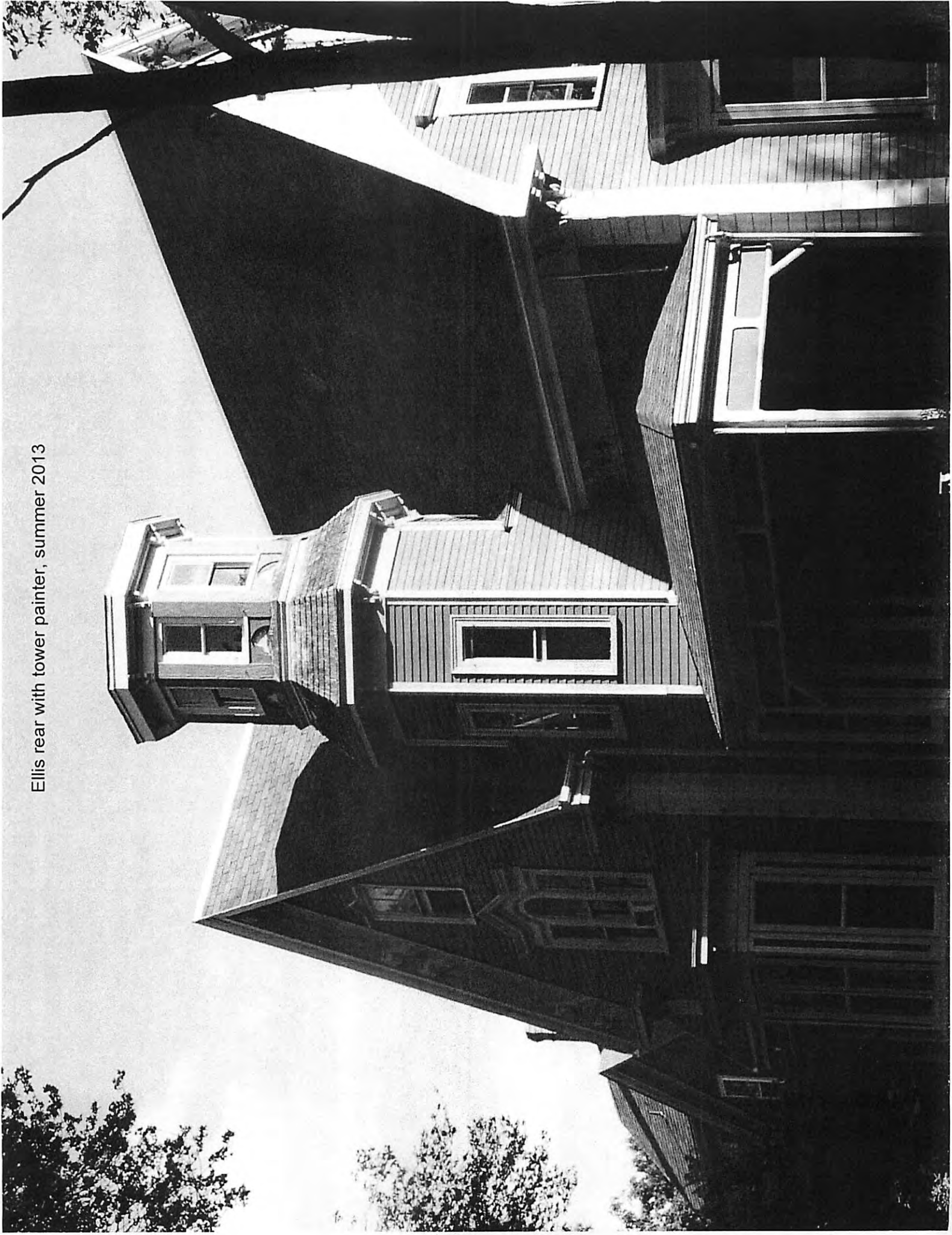
HOUSE_BY_THE_CEMETERY



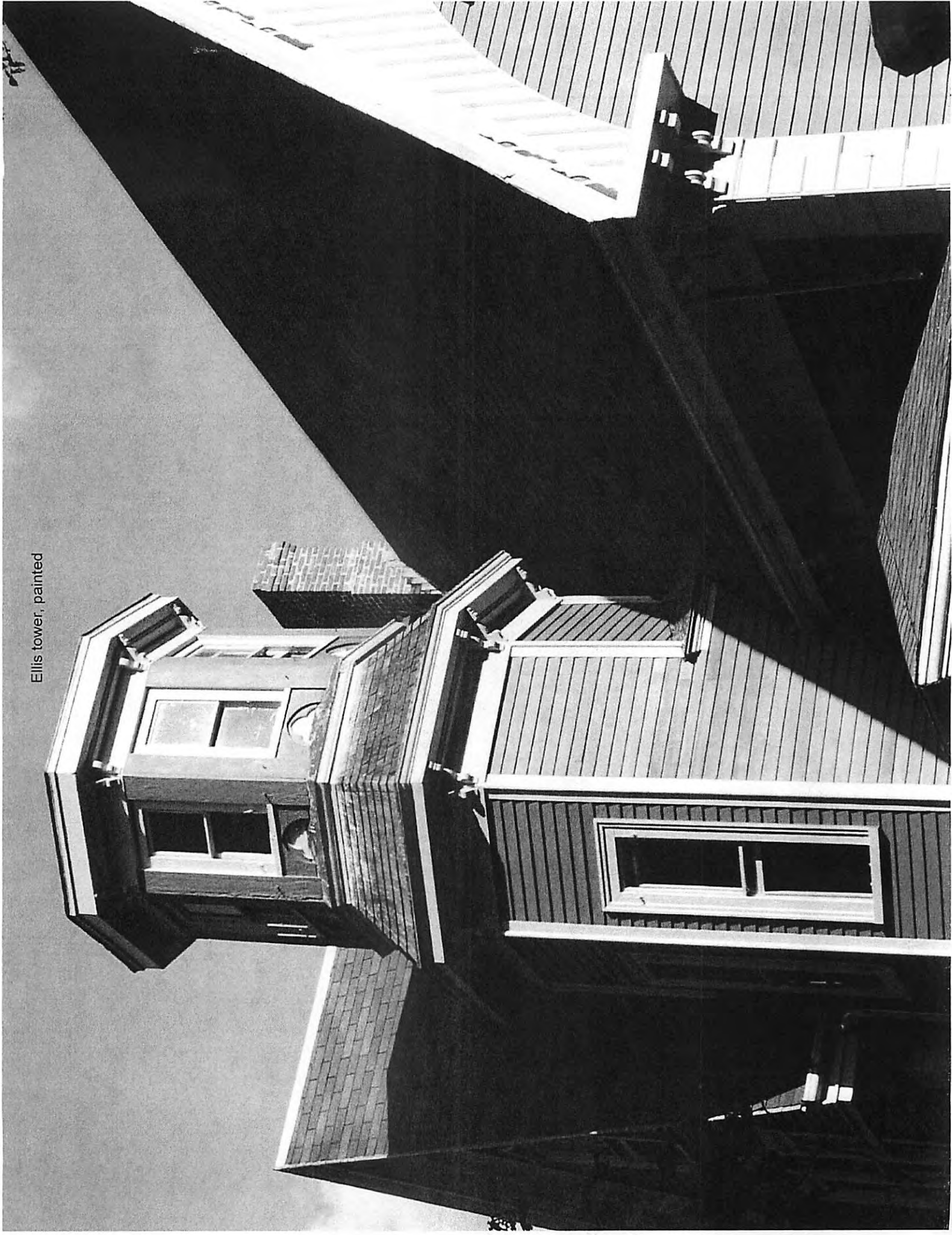




Ellis rear with tower painter, summer 2013



Ellis tower, painted





Ellis House Updated Preservation Plan, Scituate, MA, front southeast corner 24_My2010

