

**Bailey-Ellis House Windows, Tower and Door Restoration
and Preservation Projects**

709 Country Way, Scituate, Massachusetts



Prepared by Scituate Arts Association, Inc.
Janet Cornacchio, President,
Robin Glazier, Clerk,
July, 2022

THE HISTORY OF ELLSBERG

By Katherine Ellis
(Written during the early 1940's)

"Ellsberg", as we now know our well-loved home, was built by John Wade Bailey about 1830. The house stands in what was once the orchard of "Two Stacks", the famous old mansion built by Captain David Little in 1700. (When I was a little girl, one of the old High-top apple trees was still standing in the field to the north of the house, and we always had a swing there.)

John Bailey's wife was Priscilla Vinal of Scituate, and her old home is the present home of Mrs. Eliza Vinal Peters, Priscilla's grandniece.

John was a son of Job Bailey and his wife Lydia Foster Wade; and like several of his brothers, he had left Scituate in his youth for Boston, where he had been most successful in business -- the door, sash and blind business.

When he decided to build a summer home in Scituate; he gave his wife the choice of three locations -- the site of her old Scituate home, or on Mann Hill, which at that time was just a berry pasture near the ocean, and the spot where "Ellsberg" now stands. Happily she chose this site, where we see the ocean but still have our complete privacy.

The big old maple tree still standing just outside the smoking-room window was just a small sapling which was carefully preserved at that time, lest it be damaged.

The original plan was that John and his two partners should each have a home on the hill. Apparently one man died before he ever even purchased his house lot, which was to have been behind the barn; but a Mr. Rogers erected the ell of his large home to be built later to the southwest of "Ellsberg" on a piece of land called the "Cole Pasture" in our old deeds. Before the main part of his house was built, Mr. Rogers had died leaving a widow and one son.

John Bailey called his house "Elm Heights", taking the name from the famous old American Elm tree which stood in the field between his house and Mr. Rogers' and which was so large and so tall that mariners at sea took their positions from the tree. (When I was small, the trunk, at least sixteen feet in diameter, and a few sorry old branches were still intact -- enough so anyway to give enough shade for us to have our sand box there.)

After spending some summers at "Elm Heights", John Bailey sold the place to his eldest brother, Joseph Tilden Bailey.

Joseph, in his turn, renamed the house "Seaview". He immediately began enlarging

his estate by acquiring more land, parcel by parcel, until at last he had enough to build the present driveway to the main street, the old entrance originally being by what we now call "Beth's Path".

The old cart path being a part of the path which ran from North Scituate Village to Scituate Centre where all the churches were located. Most of the land from Booth Hill Road to the present house was owned by relatives of Joseph, so I imagine he had no difficulty in rights of way -- until he finally owned all the land for himself.

When the house was built high ceilings were in style, but I think Aunt Priscilla must have had a bit of "keeping up with the Joneses" in her disposition, for she had her ceilings made just a bit higher than her neighbors; and of course Uncle John, being in the wood-finish business, put particularly fine woodwork into his home. The wood in the parlor being sycamore, the sitting-room ash and black walnut, the hall black walnut, and the smoking-room which was the original dining-room was to have been paneled in various kinds of wood, but that was never finished as planned.

The bathroom off the downstairs sitting-room was to have been a book-room, but when Joseph took over the house, his wife, Phebe Strickland Bailey, was beginning to be an invalid so the book-room became a bath and the living-room a bed-room. The two black walnut beds now in the boys' room stood in the sitting-room, each with a large bobbinette lace canopy held by irons, as screens were not in vogue at that time -- likewise the two large black walnut rocking chairs were in the room. Great-grandmother was very proud, so I have always heard, and when she could no longer walk she refused to be carried around in the house in a wheel-chair, so she had the large extra-strong chairs built which could be pulled around on the then carpeted floors.

I have always been told that the imitation marble fireplace in the room, which is really slate, was purchased after being on exhibit at the renowned Centennial Exhibit in Philadelphia.

The passage-way between the sitting-room and the smoking-room was once the butler's pantry and the sink stood where the woodbox now is with a slide opening into a back hall, in what is now part of the dining-room; also the glass sliding doors which covered the shelves above the drawers are upstairs in the barn chamber today.

Our present dining-room was the original kitchen, and our present kitchen range stood where the fireplace now stands.

Joseph T. Bailey died in 1895 and "Seaview" became the property of his beloved and only grandson, Walter Bailey Ellis, my father, and his wife, Harriet Kimball Ellis.

They immediately decided that they needed more room; likewise they did not want to have any relatives or friends living in the Rogers' house, so they moved it over to be a

part of their main house -- also moving up from the curve of the drive (now a thicket, then a field) a carriage house which was tacked on to the present dining-room, then placing the Rogers' house beyond that. In order to do this it was necessary to tear off a large one-story ell, which in turn was moved behind the barn to make additional horse stalls and likewise another carriage house which stood in the field between the barn and the sheep barn was moved down and attached to the main barn.

When these buildings had been placed on "Ellsberg" as it was rechristened by Hattie and Walter -- Ells for Ellis and berg for a hill -- the upstairs was changed. Our present guest room was originally two maids' rooms on a lower level, so that at the present time under the floor is a fine spatter-painted floor about three feet lower. It can be reached by taking up the boards in the closet floor.

The original color of the house was light brown with a dark brown trim. (This color scheme can still be seen on the interior of the barn doors.) Later Harriet Ellis changed the exterior to a warm red with a cream trim -- which color is still on the play-house, the glass porch off the present dining-room, originally an open piazza.

Just after the first World War was over in 1918, "Ellsberg" took on the look which it bears today. Much of the gingerbread, particularly large wooden teardrops and many small wood blocks, were removed from under the eaves. 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 -- the house itself being changed to its present color to camouflage its many and varied angles and roof lines.

When I was a child the pressing worry at "Ellsberg" was water. Would there be enough to keep our then large household running a family of seven (five Ellises, plus Grandmother Kimball and Mary Doyle), always three maids in the kitchen and usually two of the men working here living in the barn. Six horses in the barn and six cows in the "Sheep Barn" plus a large flock of hens means lots and lots of water. Therefore every so often the "Diviner" would be summoned, and I remember trailing at his heels anxiously waiting for his apple stick to bend groundwards.

The water for the house came from the well now under the large pudding stone on the south bank of the house and had to be pumped by the hand pump in the cellar every morning into the large tank in the attic (still in use today, as the water supply for the main house though connected also with the town water system.) The horse barn was served by the pump behind the barn and the cow-barn by still another well in front of that barn -- later discarded and filled in as Mother thought water and manure were too close together, so the cows came down to drink from a large barrel behind the main barn on their way to and from the pasture down cow lane.

Luckily Scituate had a town water system and "Ellsberg" was among the first to have town water. Luckily, too, Dad always did things in a big way; so whatever size pipe the

company told him would be necessary to serve his home and family, he had it put in three times bigger; so that today we are still having fine clear water from the original pipes while most people in Scituate have had to renew their pipes many times as Scituate's water contains bog-iron which usually fills and blocks pipes.

This first winter (the winter of 1886-87) which Hattie and Walter spent in Scituate gave them a few ideas of changes that they would make in the house if it ever became their own. At that time it was still the summer home of J.T. Bailey, but on the very afternoon after their wedding in Bradford, Massachusetts in September the young couple came immediately to Scituate for their honeymoon and to spend the first winter of their married life there.

When the gales of winter began, they soon realized that the pointed top to the tower should come down -- as it rocked in the wind -- and that the registers in all the downstairs rooms were in the wrong locations, each being placed directly in front of the fireplaces so that most of the heat was drawn right up the chimney.

The tower was taken off before my day but I still remember it, for it was taken down all in one piece and used to sit near the stonewall in what is now the second hen yard -- which at that time was a pig-pen; one of the sources of entertainment of our childhood.

The Pig-sty was made of pine slabs, set on ends and held together by a plank about six inches from the top on the inside. It was our great delight to walk the plank or better still to persuade some of our young friends to try their prowess -- always hopeful of a misstep, then a fall into the slimy, muddy mess, stirred up by two large, well-fed pigs with plenty of water to drink. Some did, page Charlie Lincoln.

The registers stayed in their original places until sometime in my youth when a new furnace was installed, for then the changes were made. Also another little thing I remember was the wooden register covers made to exactly fit every register and so named and numbered and kept in the attic in the summer and had to be put on every opening before our annual trek back to Boston in the fall.

I have never been able to see why every metal register had to be removed and the wooden one set in place and I guess after a while Mother, herself, must have wondered, too; for gradually that little chore was abandoned and the covers just seemed to disappear. That quaint custom must have been one that Mother inherited with the place along with the one closing all the blinds on the ground floor every night.

The only porch was the portion of the present piazza which is covered (at the front door) and the remainder was a grass terrace, all around, and on which the present porch is placed. After getting away from the old-fashioned custom of blind closing at night and after Dad had died, the women of the family decided that blinds themselves cost money to paint, so we had them all taken off the entire house and carefully stored away in the carriage house, under the stairs. They being dark brown, we saved out

the upped blinds, which go on the west side of the parlor and Maddy's [Madeline's] room and which lift outwards and act as awnings in the summer. These are now painted tan to match the entire house so easily distinguished.

In the nineties before automobiles became universal, Mother felt that her house and family did not have sufficient ice to maintain the two large ice chests then in use the entire time. One chest for milk, and one for meat and fish whose odors might affect the flavor of the famous "Ellsberg" milk and cream. The ice man usually waited until his load was very light before driving his two weary horses up the sandy drive over the "thank-you-marms", then in the lane to keep the road from washing out.

So an ice house right on the place was built which then was filled to the brim every winter for the munificent sum of twenty-five dollars in the beginning -- later, by degrees, increased to one hundred twenty-five when no one bothered to cut ice in this town. As children it was our job as the new ice house was building to get between the studs and stamp down the sawdust as the walls went up. For many years a long shed was attached to the building; open in part on the south side, as a cover for farm vehicles. As I look back now, I realize how particularly well-equipped an establishment my forebears maintained. The plows, harrows, a drag on wheels, one on the ground, a two-wheeled cart, two hay-carts, an express wagon, two sleighs, and a snowplow, all for the service end of the place.

In the main barn a trap, a two-seater, two buggies, a depot wagon, with a winter and a summer front seat, and a big old coupe which for most of our days reposed in a dark corner of the carriage house under a white cloth covering; a marvelous place to hide when playing games and a source of great interest as it contained an opening pocket for gloves, etc. with a mirrored door and inside a bell rung by pulling a cord as a signal to the coachman perched high on the box outside exposed to all the wind and weather. The last mementos of this past elegance, which required a pair of horses to pull its weight, are the green velvet carpet rugs which we now use to warm our feet in the front seat of our automobile and the two lanterns which we took off and saved up in the barn shop, looking towards the day when some of the next generation may want them to grace the sides of a front home entrance.

The passing of these many vehicles is a story in itself. The hayracks went one by one, also the mowing machine and the tedder and the rake. Each was used as bait to persuade someone to mow our hay from season to season -- the machine being part of the pay. Wagons grew scarcer and scarcer until finally the last two or three were sold.

The carriages were given away one by one, the big, old coupe was asked for as someone wanted the wheels, and we decided we might as well begin to clean out the barn; and the recipient (young Albert Ainslee), whose father worked on the place for years, took off the wheels and used the carriage as a playhouse for his little girl. The last three were sold and it was quite a sight to see all three tied -- one behind another -

- being taken down the lane for the last time. The passing of an era!

Another thing that has passed is the orchard. When the place was laid out (I've heard Dad tell), both sides of the drive were planted to mulberry trees and only two are still standing. The wall in the rear of the barn was set its entire length with cherries and the wall in front of the house next to the pastures had a row of spruces put in to act as a trellis for grapes; and these vines had grown so strong that they covered the spruces completely and, as children, we could walk on top the spruce-grape arbor from one end to the other as it was kept trimmed flat on top.

But one year, on returning from a trip to Europe, we found this entire row of trees with their grape drapery a thing of the past. Mother was jealous of anything which might rob her home of its ocean view, and she being, as I now realize, a very canny operator as the saying goes, had left word before leaving these shores to have every tree and root taken down and ploughed up.

As I think backward, how different was our childhood from that of most! 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.

I suppose that in the privacy of their room our parents must have done a lot of talking and planning, but to me the universe moved on greased wheels and 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 realize now that 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!

The arbor vitae trees were planted to act as wind breaks and therefore were placed as they are. The hedge opposite the front door ran in its southerly direction to protect the original flower garden which ran parallel to it. One remnant of that old garden was still standing when I was a child -- a laburnum tree, which stood just about where the bird bath is now; then in the fields run wild were clumps of double yellow daffodils, which we have since dug up and put in the present garden;

In back of the garden was a large and thriving orchard, of all varieties of apple and pear trees. The poor few still standing are all that remain; but since we cannot eat all the fruit these last sad remnants bear, and since we have tried our luck with not too much success at putting in new apple trees, I think we shall have fields instead of trees from now on.

POSTSCRIPT

By Walter B. Ellis
(August, 1969)

Katherine Ellis, author of the foregoing, resided with her younger sister Madeline at Ellsberg virtually all of their lives. Katherine died in 1954, and Madeline in 1961. The estate passed by will to Walter B., David W., and Marilee Ellis, nephews and niece respectively.

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.

This is as the entire family -- back through several generations -- would have wished it.

TAKE A HIKE!

From Abington to Weymouth, state woodlands and town parks beckon in all seasons

Sue Scheible
The Patriot Ledger
USA TODAY NETWORK

QUINCY - Sally Owen has always been a walker, and after she moved to Quincy 35 years ago she began exploring the South Shore and Greater Boston. In 2000, she started the Environmental Treasures program in the Quincy Park Department to introduce others to some of her favorites places. The local walks in Quincy often drew 25 people.

That program has been interrupted by the pandemic, but Owen keeps on exploring new places to walk with her friends.

"I have also found there is a lot of richness in going back to the same place and learning more about how it changes with the seasons - what blooms, what birds there are, the invasive plants," she said.

Owen enjoys heading off the beaten path. One of her favorite spots is the Salt Marsh Trail off Fenno Street, a half-mile, self-guided nature walk.

"I can watch the fall foliage of the sea grasses turn golden brown," she said. "There is also a lovely cemetery with the graves of mariners from the Civil War who lived in the nearby Sailors Home."

She recommends a fun hike for families at the Red Diamond trail in Faxon Park. There's a playground at the entrance, and it passes stone benches created during the Depression through a public works program.

"Each bench is unique," she said. "There are around 35 scattered throughout the park. It could be a fun challenge to see how many your family could find."

Owen also loves Squantum Point Park because, "at high tide, if there is not a lot of wind, the pier at the end of the parking lot is one of the best places to see winter ducks. The park also has interesting markers describing the aviation history of the area and a beautiful view of the mouth of the Neponset River."

Wherever you live or work on the South Shore, chances are good that a variety of good walking places are nearby.

Here are a few suggestions as New Year's Day - and all those New Year's resolutions - approaches.

ABINGTON

Ames Nowell State Park: A 700-acre park managed by the Department of Conservation and Recreation. Open year-round. Daytime recreation, several miles of trails, ballfield. Cleveland Pond is popular for boating and fishing. Linwood Street, Abington. Phone 781-857-1336.

BRAINTREE

Pond Meadow Park: 320 acres with a meadow, woodlands, a marsh, a 20-acre pond and Smelt Brook. Fishing, hiking, non-motor boating, picnicking, Scout camping, horseback riding, biking, jogging and walking on a 2-mile paved bike path. Cross-country skiing, snowshoeing. 470 Liberty St. 781-843-7663.

CANTON

Ponkapoag Pond Trail: A 6.7-mile loop trail on Ponkapoag Pond on the Canton/Randolph line in the Blue Hills. Hikers, joggers, bicyclists and horse riders



Wompatuck State Park in Hingham. NORTH AND SOUTH RIVERS WATERSHED ASSOCIATION



People walk their dogs at Norris Reservation in Norwell. SUE SCHEIBLE/THE PATRIOT LEDGER

ers use the trail. The section of trail that loops around the pond is just under 4 miles long and passes Fisherman's Beach. Park at the golf course at 2167 Washington St.

COHASSET

Whitney and Thayer Woods. 824 acres, woodlands, 10 miles of trails, glacial erratics, vernal pools, a hermit's shelter, holly grove. Connects to Weir River Farm, Turkey Hill, Wompatuck State Park, Whitney Spur Rail Rail, Brass Kettle Conservation Area. 380 Chief Justice Cushing Hwy. 781-740-7233.

DUXBURY

Duxbury Beach Reservation. This 7.5-mile barrier beach between Duxbury Bay and the Atlantic Ocean extends from Marshfield to the north, to Gurnet Point and Saquish to the south. Day parking at Duxbury Beach Park by going through Marshfield, Canal Street to 287 Gurnet Road in Duxbury.

Lansing Bennett Forest: Former Trout Farm Conservation Area. Intersecting trails, boardwalks and footbridges through a pine and oak upland forest, some steep sections. 262 Union Bridge Road. 781-934-1100 ext. 5471.

O'Neil Farm Trails: Woods with about 1.75 miles of trails on the Historic O'Neil Farm property past grazing pastures, a vernal pool, interpretive signs, a brook crossing and wildlife habitats. 349 Autumn Ave.

Duxbury Conservation Trails: Online trail maps and guides to nine properties for walking. Each map has detailed information about dogs, terrain, vegetation, history. Conservation Department, 878 Tremont St., 781-934-1100 ext. 5471.

Bay Farm Trails: An 80-acre land preserve along Kingston Bay in Kingston and Duxbury. 100 Park St., Duxbury.

EASTON

Borderland State Park: Historical mansion open for tours. More than 20 miles of trails for hiking, biking, horseback riding. Fishing and boating. Facilities for tennis and disc golf. 259 Massapoag Ave., North Easton.

HANOVER

Forge Pond Park: 40-acre, multifield athletic complex with miles of wooded walking trails. 245 King St. 781-826-5000.

Luddams Ford Park: Walking trails at Elm and Water streets. The Hanover Conservation Commission owns 22 acres of open meadow and forested upland. 243 Elm St.

HANSON

Burrage Pond Wildlife Management Area: A state park in Hanson and Halifax. Over 2,000 acres of ponds, marsh, retired cranberry bogs, several miles of walking trails. Hiking, biking, mountain biking, birding. Hunting is permitted except on Sundays. 382 Pleasant St. 508-759-3406.

HINGHAM

Wompatuck State Park: 3,526 acres of forest, streams, ponds. Mount Blue Spring. A campground with 250 sites, 12 miles of paved bike paths and 40 miles of forest trails. Mostly in Hingham, portions in Cohasset, Norwell and Scituate. Several entrances. Off-road trails for hiking, mountain biking, horseback riding and cross-country skiing. 204 Union St. 617-895-8245.

World's End: 251 acres on a peninsula bordered by the Weir River and Hingham Harbor. Trek along Frederick Law Olmsted-designed carriage paths over rolling hills and rocky shorelines, and discover sweeping views of the Boston skyline. Four coastal drumlins or hills formed by glaciers extending into Hing-

ham Harbor. At the end of Martin's Lane in Hingham. 781-740-7233.

HULL

Nantasket Beach Reservation: A mile of Atlantic shoreline popular with walkers in all seasons. Department of Conservation and Recreation. Concerts in summertime. 212 Nantasket Ave. 781-925-1777.

KINGSTON

The Nook: 17 acres at the mouth of the Jones River, owned by The Wildlands Trust. A quiet refuge in the Rocky Nook peninsula. An easy walk and a beautiful vista as an old cart path leads you through pine and red cedar thickets. 66 Howlands Lane.

Bay Farm Trails: An 80-acre land preserve along Kingston Bay in Kingston and Duxbury. 100 Park St., Duxbury.

MARSHFIELD

Daniel Webster Wildlife Sanctuary: Owned by Mass Audubon. More than 3 miles of trails through red maple swamp and open grasslands. Boardwalks, viewing platforms and two observation blinds bring you close to wildlife, from shorebirds to turtles to muskrats. End of Winslow Cemetery Road. 781-837-9400.

North River Wildlife Sanctuary: On the North River, the sanctuary's fields, oak forest and salt marsh attract a wide variety of birds, and seals are often visible from the riverside platform. 2000 Main St. 781-837-9400.

Two Mile Farm: 68 acres. Easy walking on a 1-mile loop trail. Follow cart paths and foot trails through resurgent woodlands and past stone walls to the broad meadows and grassy banks of the North River and the Stetson Meadows beyond. Union Street in Marshfield.

MILTON

Blue Hills Reservation: Over 7,000 acres and 125 miles of trails for hiking, biking, horseback riding from Quincy to Dedham, Milton to Randolph. Houghton's Pond for swimming and fishing. Department of Conservation and Recreation park headquarters. Great Blue Hill, at 635 feet, is the highest of the 22 hills in the Blue Hills chain. 695 Hillside St. 617-698-1802.

NORWELL

Norris Reservation: 129 acres with trails and a half-mile of river frontage passing a former mill pond, a wetlands boardwalk and a boathouse on the tidal North River. Popular with families. Trustees of Reservations. 18 Dover St., Norwell. 781-740-7233.

PEMBROKE

Willow Brook Farm. 73 acres with trails and ancient farm lanes through old fields and dense woods. Wildlife, an unusual freshwater tidal marsh with tidal fluctuations some 11 miles up-

See HIKE, Page 2B

Hike

Continued from Page 1B

stream from the Atlantic Ocean. The Wildlands Trust. 99 Barker St. 774-343-5121.

PLYMOUTH

Tidmarsh Wildlife Sanctuary: More than 3 miles of trails across the ongoing restoration of a former 481-acre cranberry bog. Ponds, cold-water streams, red maple and Atlantic white cedar swamps, grasslands and pine-oak forest. 60 Beaver Dam Road 508-927-1200.

ROCKLAND

George Anderson Rockland Town Forest and Conservation Land. Some 40 acres with trails around the stream and through the wetlands for walking and hiking only. The wider fire lane and access road are open to mountain bikes. North Avenue. 781-871-0579.

SCITUATE

Ellis Estate Trails: Woodlands near the historic Bailey-Ellis House. Two miles of well-marked, intersecting trails through the woods and around Deke's Pond. Continues east behind the Scituate Public Safety Building between Mann Lot Road and Booth Hill Road. 709 Country Way. 781-545-8721.

SHARON

Moose Hill Wildlife Sanctuary: Mass Audubon's



Looking south along the North River from inside the Norris Reservation boathouse in Norwell.

SUE SCHEIBLE/THE PATRIOT LEDGER

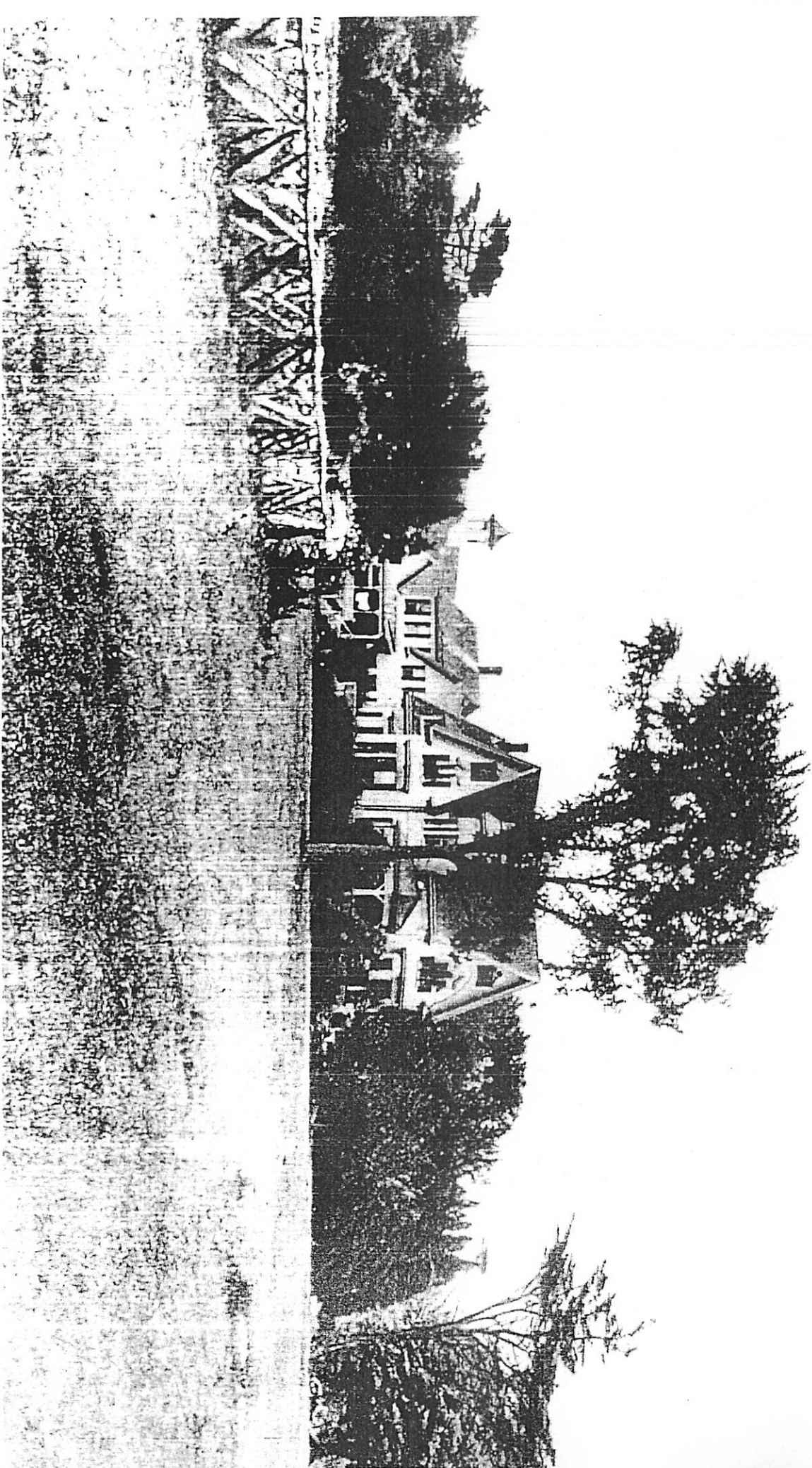
oldest wildlife sanctuary, with protected forests, fields and wetlands. Diverse hiking trails, red maple swamp boardwalk. No dogs or other pets. 293 Moose Hill Parkway. 781-784-5691.

WEYMOUTH

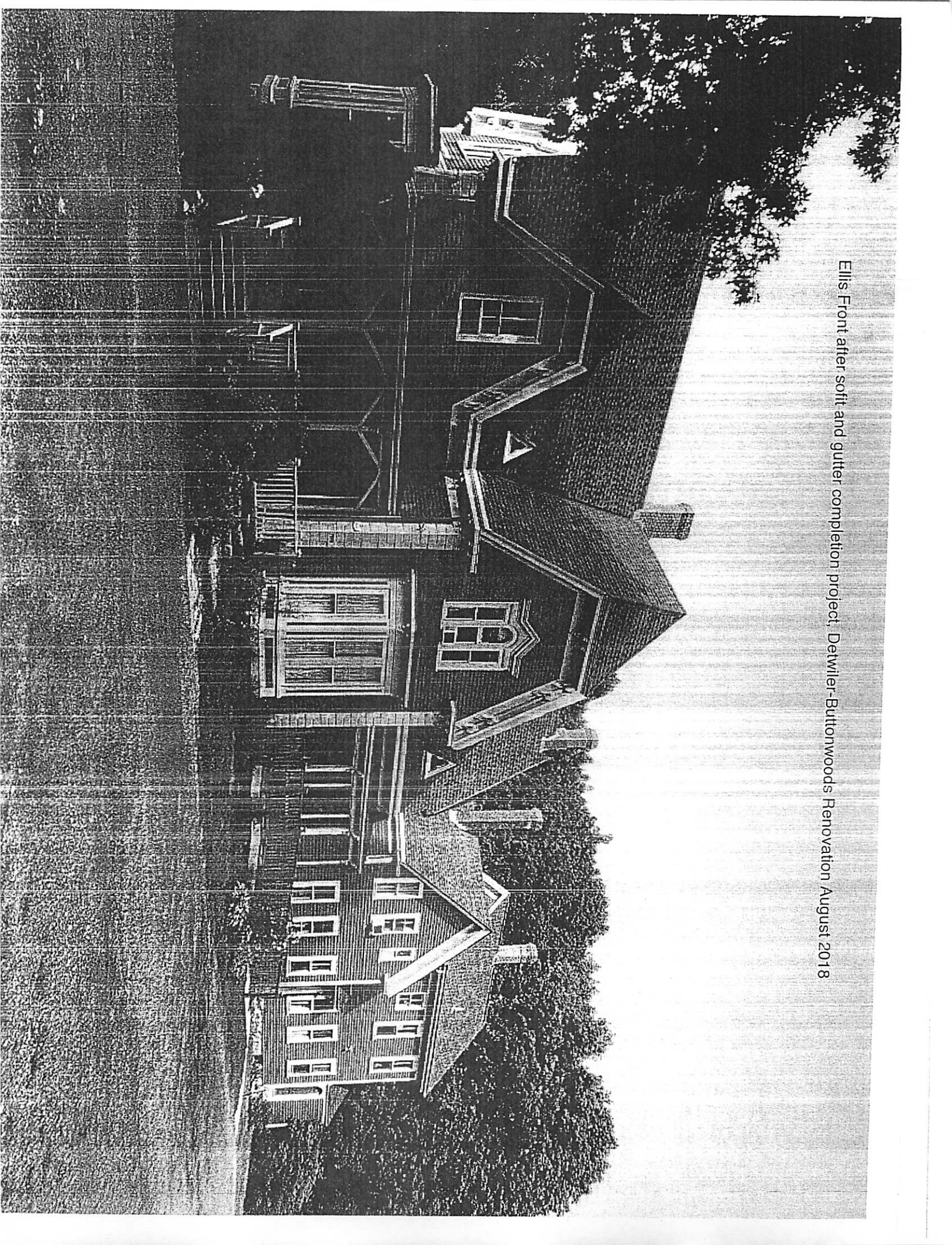
Webb Memorial State Park: Easy walking trails with

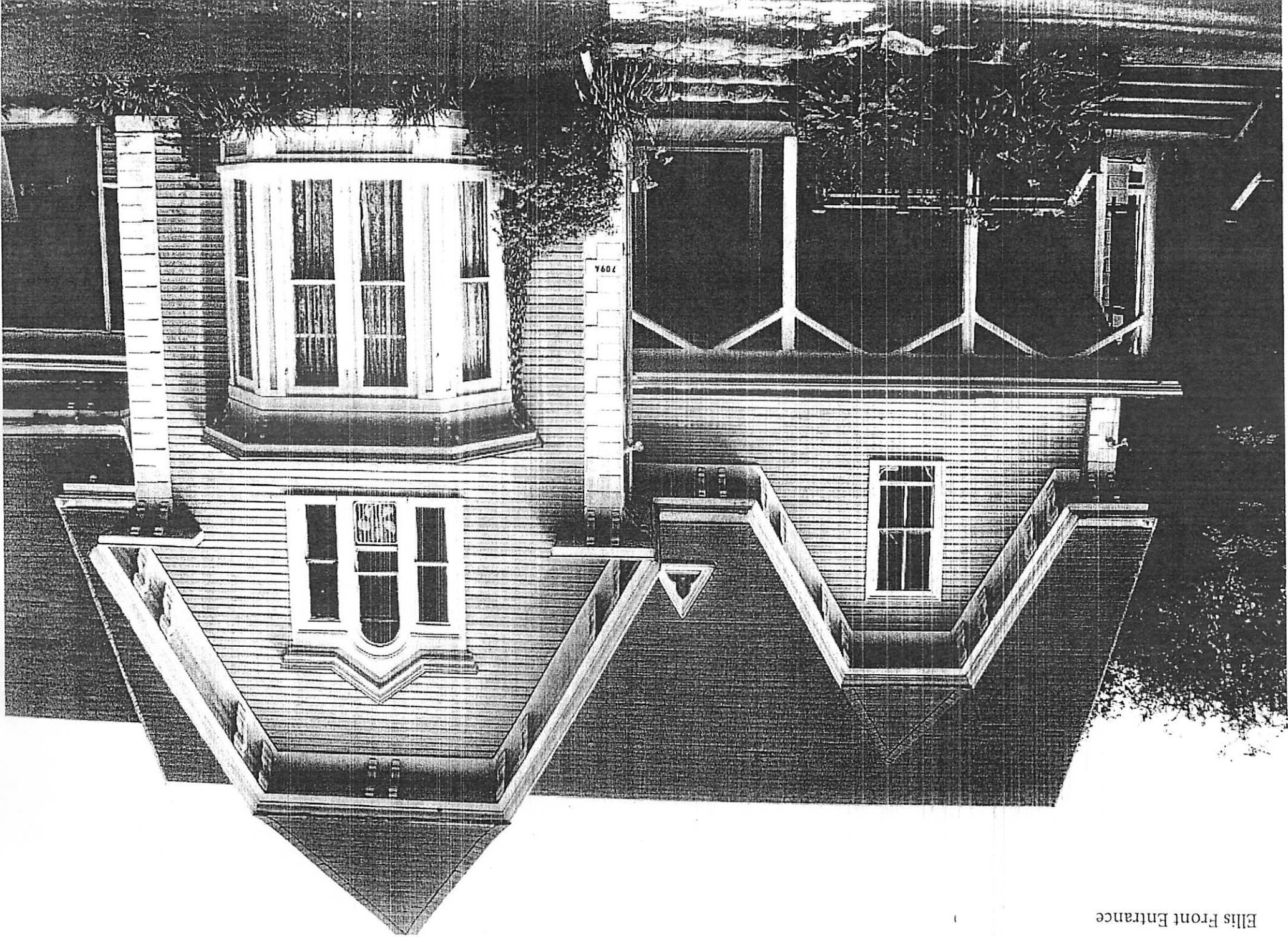
scenic views of Boston's harbor and skyline on a grassy peninsula between Weymouth's Back and Fore rivers extending half a mile into Hingham Bay. This state park is the only mainland portion of the Boston Harbor Islands National Recreation Area. 361 River St 781-337-8264.

Ellis Estate, late 1800's with both additions and barn in rear - northwest view

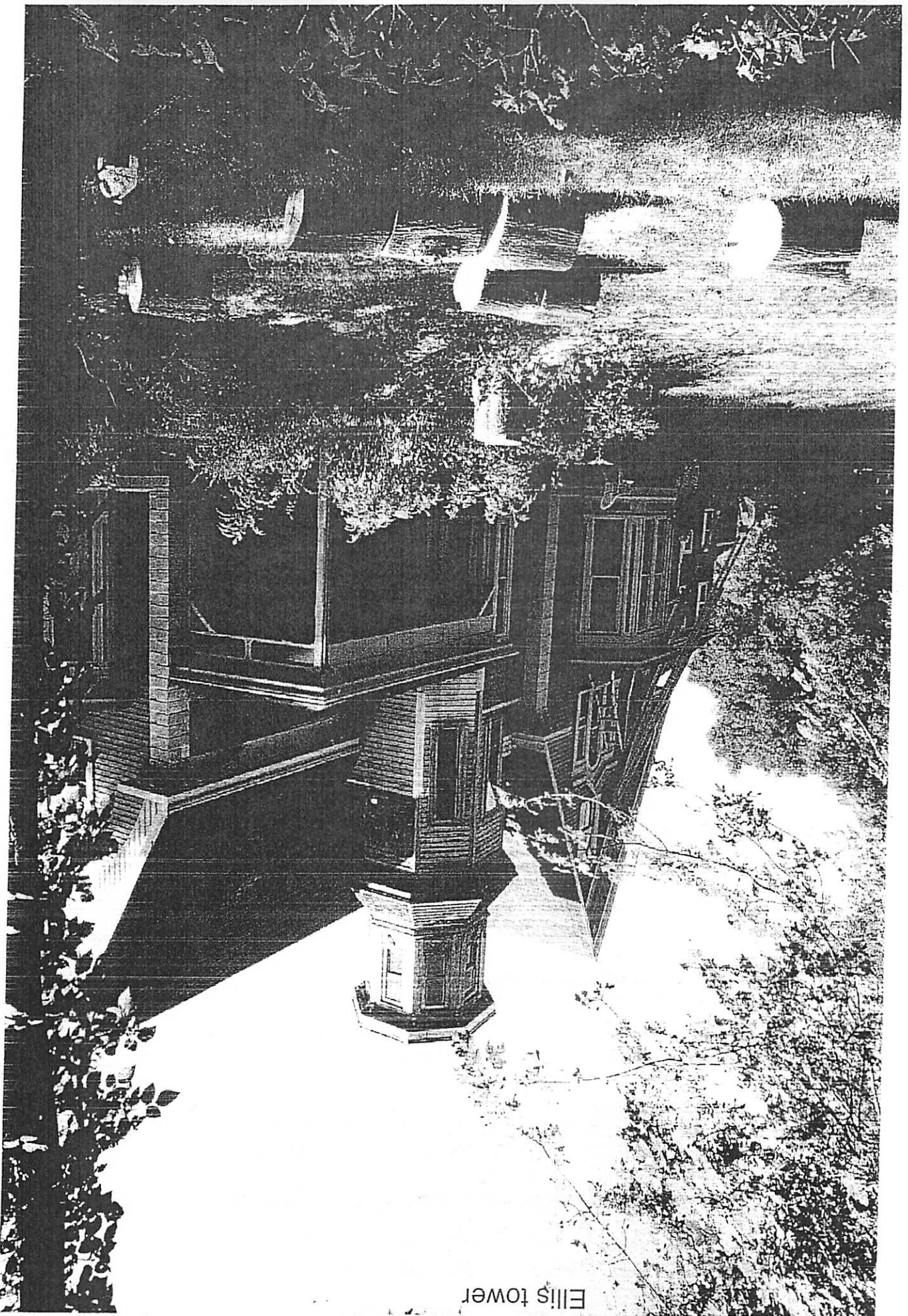


Ellis: Front after soft and gutter completion project, Detwiler-Buttonwoods Renovation August 2018

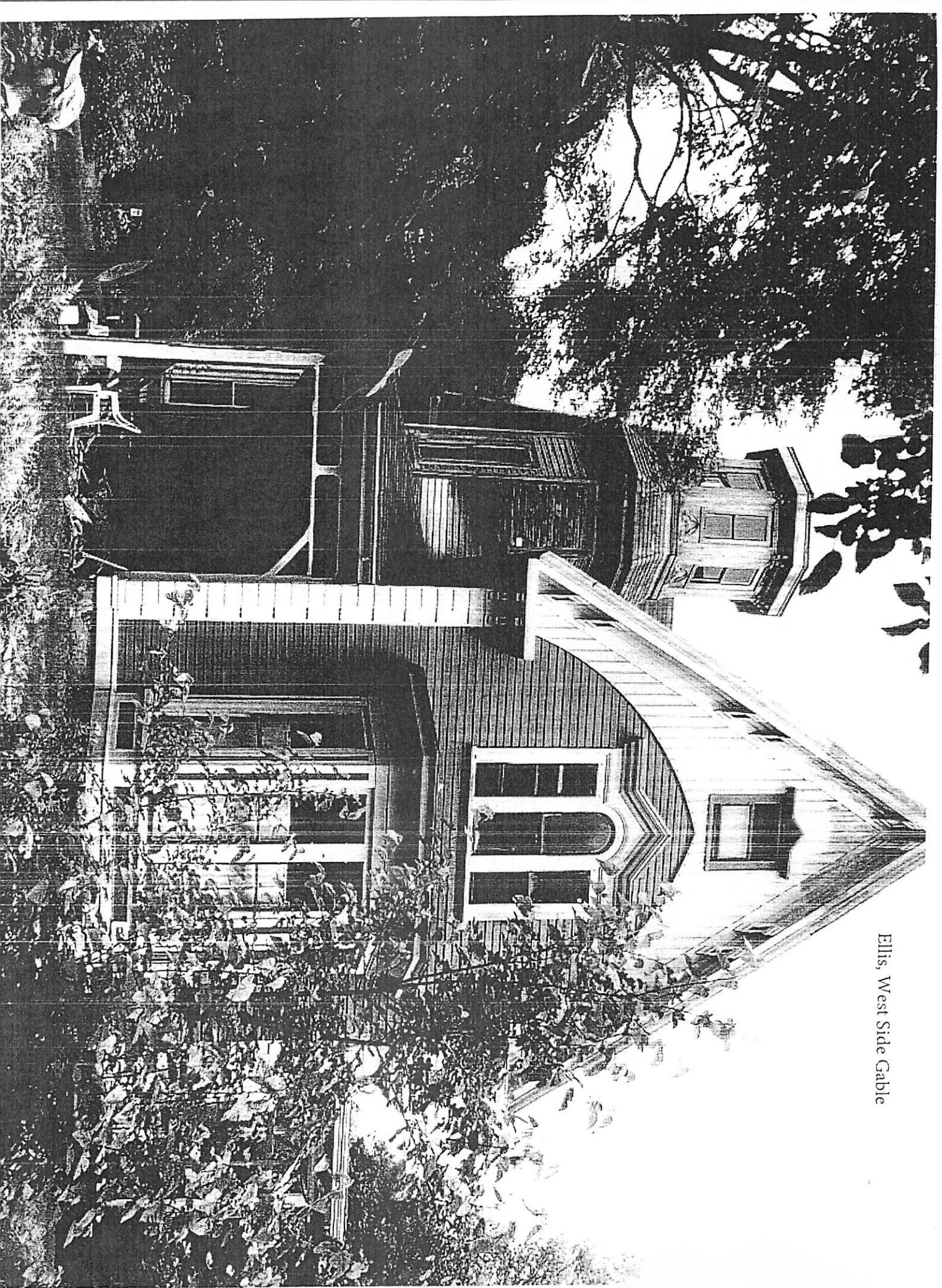




Ellis Front Entrance

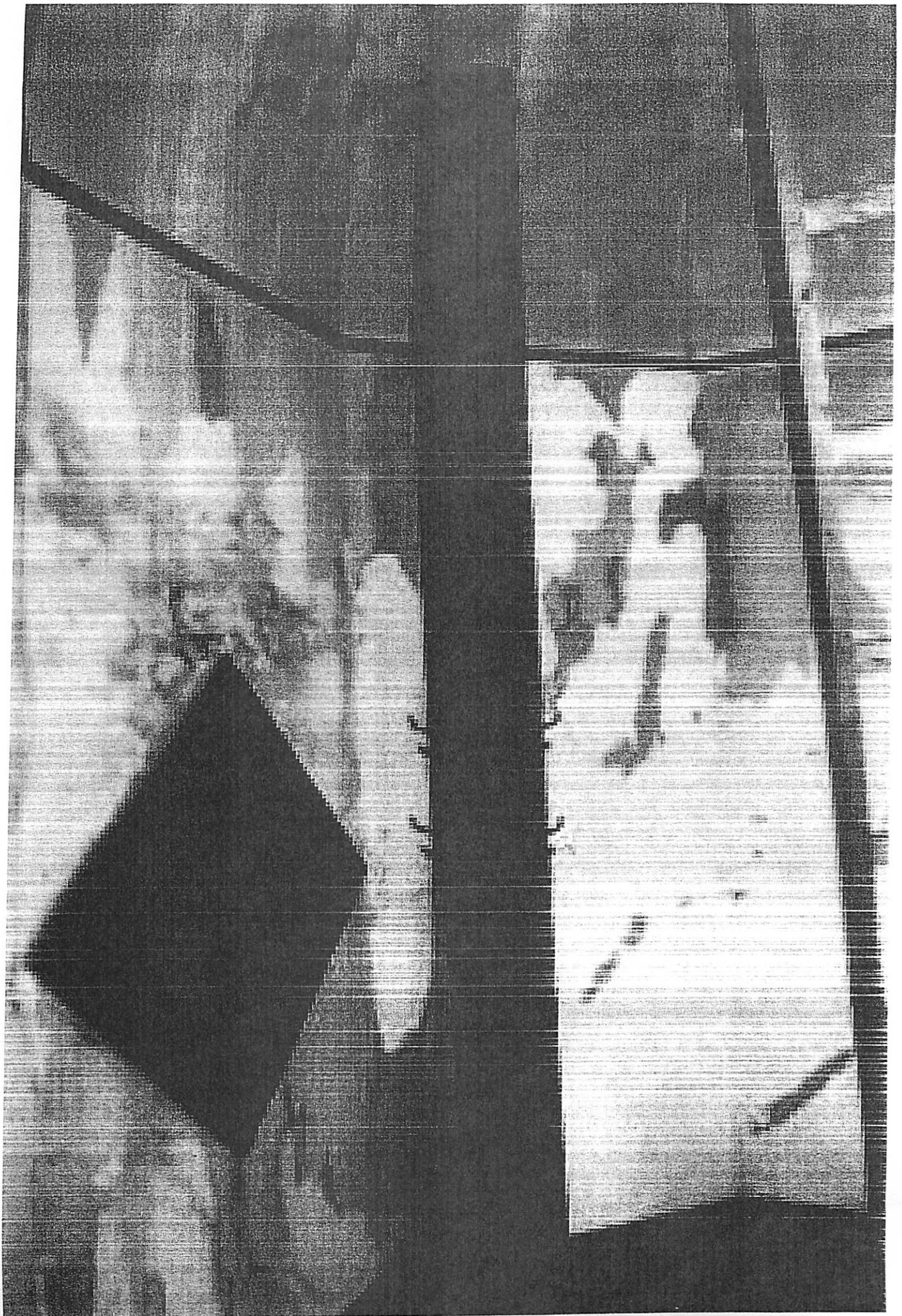


Ellis tower



Ellis, West Side Gable



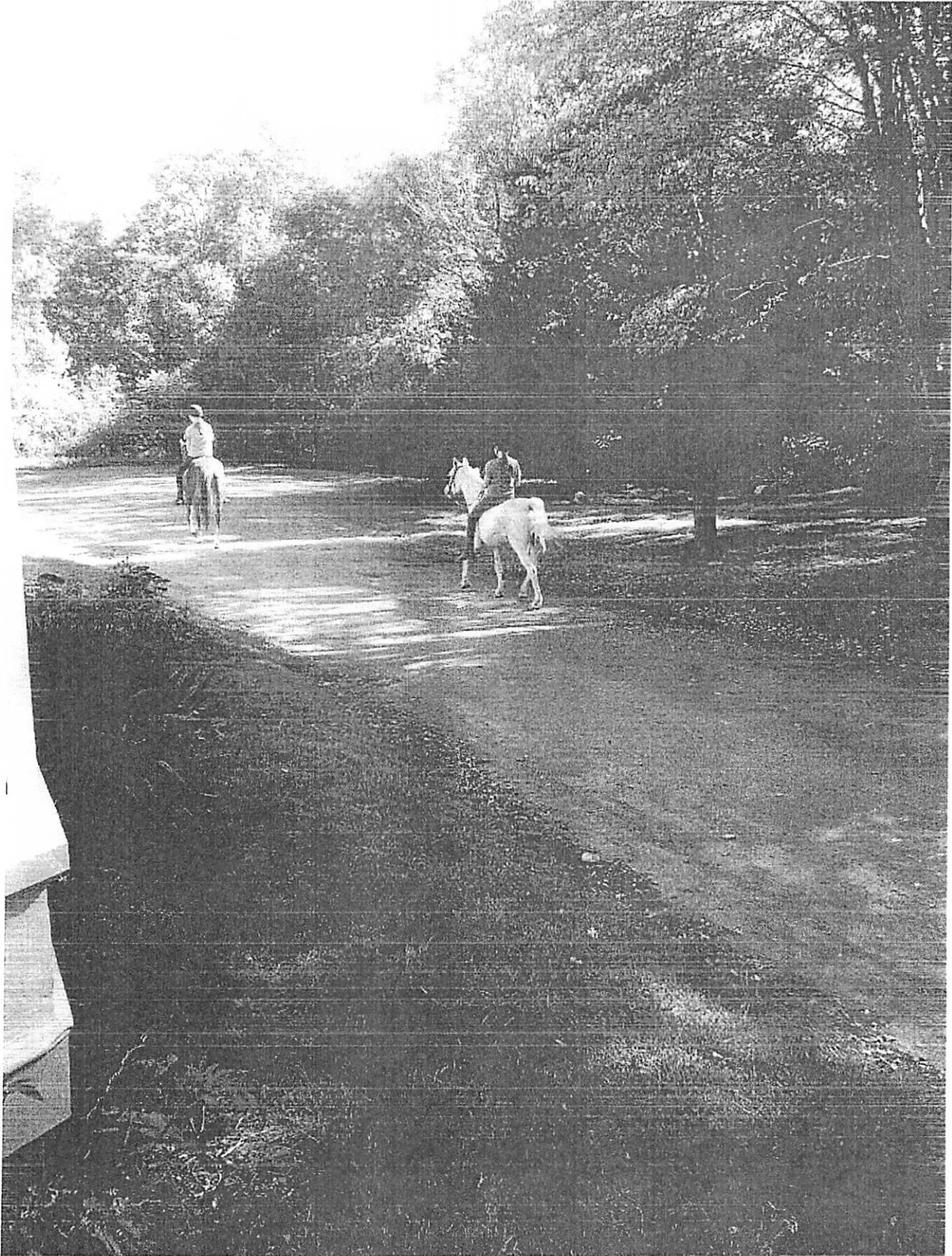


ellis tower



Riders on the Ellis Drive, October 2013

riders (768x1024x24b jpeg)



Key: 2199

Town of SCITUATE - Fiscal Year 2022

10/7/2021 11:14 am SEQ #: 2.124

LEGALS

CURRENT OWNER		PARCEL ID	LOCATION		
SCITUATE TOWN OF CONSERVATION COMMISSION 600 C J CUSHING HWY SCITUATE, MA 02066		12-3-1-0	709 COUNTRY WAY		
TRANSFER HISTORY		DOS	T	SALE PRICE	BK-PG (Cert)
SCITUATE TOWN OF		01/01/1970	QS		3528-768

CLASS	CLASS%	DESCRIPTION	BN ID	BN	CARD			
9320	100	VAC.CONSERVATION		1	1 of 1			
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%
SS18-03			5 SPLIT/SUB/LA				100	100

LAND

CD	T	AC/SF/JN	Ngh	Inf1	Inf2	ADJ BASE	SAF	Inf3	Lpi	VC	CREDIT AMT	ADJ VALUE
103	S	43,560 C04	1.00	100	1.00	286,790	1.00	100	1.00	C04	0.85	286,790
203	A	1,000 C04	1.00	100	1.00	143,820	1.00	100	1.00	C04	0.85	143,820
303	A	87,820 C04	1.00	100	1.00	13,685	1.00	100	1.00	C04	0.85	1,201,820

TOTAL	89.820 Acres	ZONING	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Ngh	4	NOTE IN M20			LAND	1,632,400	1,552,200
Inf1	FACTOR 100		BUILDING	728,900	622,800		
Inf2	PHY 100		DETACHED	22,300	22,300		
			OTHER	0	0		
			TOTAL	2,383,600	2,197,300		

DETACHED

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD
DG2	A	1.00	70 0.30 GARAGE/BSMT		960	38.14	11,000
DGF	A	1.00	70 0.30 GARAGE		1,127	33.38	11,300

PHOTO 09/26/2018



BLDG COMMENTS

CONSERVATION COMMISSION
SCITUATE ARTS ASSOC

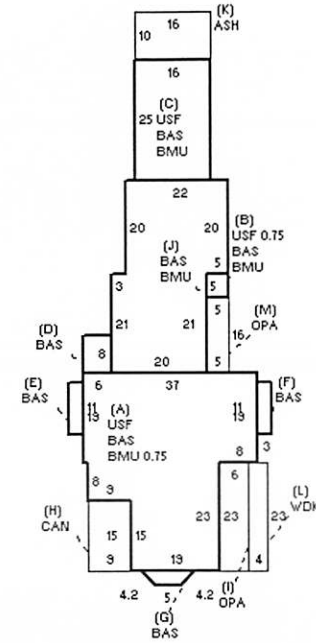
BUILDING

BUILDING	CD	ADJ	DESC	MEASURE	9/26/2018	TCK
MODEL	1		RESIDENTIAL	LIST	9/26/2018	EST
STYLE	7	1.20	CONVENTIONAL [100%]	REVIEW	10/10/2018	MR
QUALITY	G	1.20	GOOD [100%]			
FRAME	1	1.00	WOOD FRAME [100%]			

YEAR BLT	1870	SIZE ADJ	1.000
NET AREA	4.892	DETAIL ADJ	1.296
\$NLA(RCN)	\$226	OVERALL	1.000
CAPACITY		UNITS	ADJ
STORIES	2	1.00	
ROOMS	15	1.00	
BEDROOMS	0	1.00	
BATHROOMS	2	1.00	
# 1/2 BATHS	1	1.00	
TOT FIXTURES	8	\$9,953	
# UNITS	10	1.08	

ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN
FOUNDATION	5	BRICK/STONE	1.00	+	BMU	N	BSMT UNFINISHED	2,194		35.53	77,957
EXT COVER	2	CLAPBOARD	1.00	+	USF	L	UPPER STORY FIN	2,257	1870	188.82	426,160
ROOF SHAPE	1	GABLE	1.00	+	BAS	L	BASE AREA	2,635	1870	207.63	547,111
ROOF COVER	1	ASPH SHINGLES	1.00	H	CAN	N	CANOPY	135		15.24	2,058
FLOOR COVER	2	SOFTWOOD	1.00	+	OPA	N	OPEN PORCH	218		45.96	10,019
INT FINISH	1	PLASTER	1.00	K	ASH	N	ATT SHED	160		19.80	3,168
HEATING/COOLING	1	FORCED AIR	1.00	L	WDK	N	WOOD DECK	92		34.20	3,146
FUEL SOURCE	1	OIL	1.00	F21	O		FPL 2S 1OP	2		7,349.40	14,699
				F22	O		FPL 2S 2OP	1		10,084.80	10,085

TOTAL RCN	1,104,355
CONDITION ELEM CD	
EXTERIOR	G
INTERIOR	A
KITCHEN	A
BATHS	A
HEAT	A
ELECT	A
EFF.YR/AGE	1968 / 52
COND	34 34 %
FUNC	0
ECON	0
DEPR	34 % GD 66
RCNLD	\$728,900



JUNE 25, 1969

SCITUATE, TOWN OF
FILER PROPERTY

3528 RI 776

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

of Plymouth County, Massachusetts with ~~gildetur-remunera-~~

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. Keyes, 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 entirety~~ 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

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

Notary Public - Justice of the Peace

My commission expires June 30, 1971



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

JUNE 25, 1969

SCITUATE, TOWN OF
ELLIS PROPERTY

9003528 and 768

I, HENRY W. KEYES, of Newton in the County of Middlesex and Commonwealth of Massachusetts, as I am Trustee under the will of Joseph Bailey Ellis, late of Pittsburgh in the Commonwealth of Pennsylvania, pursuant to decree of the Probate Court in and for the County of Plymouth Commonwealth of Massachusetts, dated August 26, 1952 (Docket No. 68373) by virtue of and in execution of power conferred upon me by said will and decree and every other power, in consideration of ONE HUNDRED FORTY SIX THOUSAND AND 00/100 DOLLARS (\$146,000.00) paid, grant to the TOWN OF SCITUATE, a municipal corporation in the County of Plymouth and Commonwealth of Massachusetts, to be managed and controlled by said Town's Conservation Commission under G.L. Ch.40A:80, the land in said Scituate on both sides of Chief Justice Cushing Highway shown as Parcels 1 and 2 on "Plan of Land in Scituate Massachusetts" by Loring H. Jacobs, dated December 13, 1966, to be recorded herewith. More particularly bounded and described as follows:

PARCEL 1

- SOUTHWESTERLY by Chief Justice Cushing Highway (Route 3A) by three courses respectively five hundred six and 30/100 (506.30) feet, eight hundred twenty two and 61/100 (822.61) feet, and two hundred thirty five and 64/100 (235.64) feet;
- WESTERLY by a stone wall at land now or formerly of Merritt, one hundred one and 95/100 (101.95) feet;
- SOUTHERLY by said land of Merritt by a stone wall, one hundred twenty three and 00/100 (123.00) feet;
- SOUTHWESTERLY again by Chief Justice Cushing Highway, thirty three and 18/100 (33.18) feet;
- WESTERLY again by said land of Merritt by a stone wall, seventeen and 05/100 (17.05) feet;
- NORTHERLY by said land of Merritt by a stone wall, one hundred fifty three and 05/100 (153.05) feet;
- WESTERLY again by said land of Merritt by a stone wall by three courses respectively two hundred eighty four and 93/100 (284.93) feet, four hundred ten and 63/100 (410.63) feet, and two hundred sixteen and 66/100 (216.66) feet;
- SOUTHERLY again by said land of Merritt by a stone wall, three hundred twenty eight and 25/100 (328.25) feet;

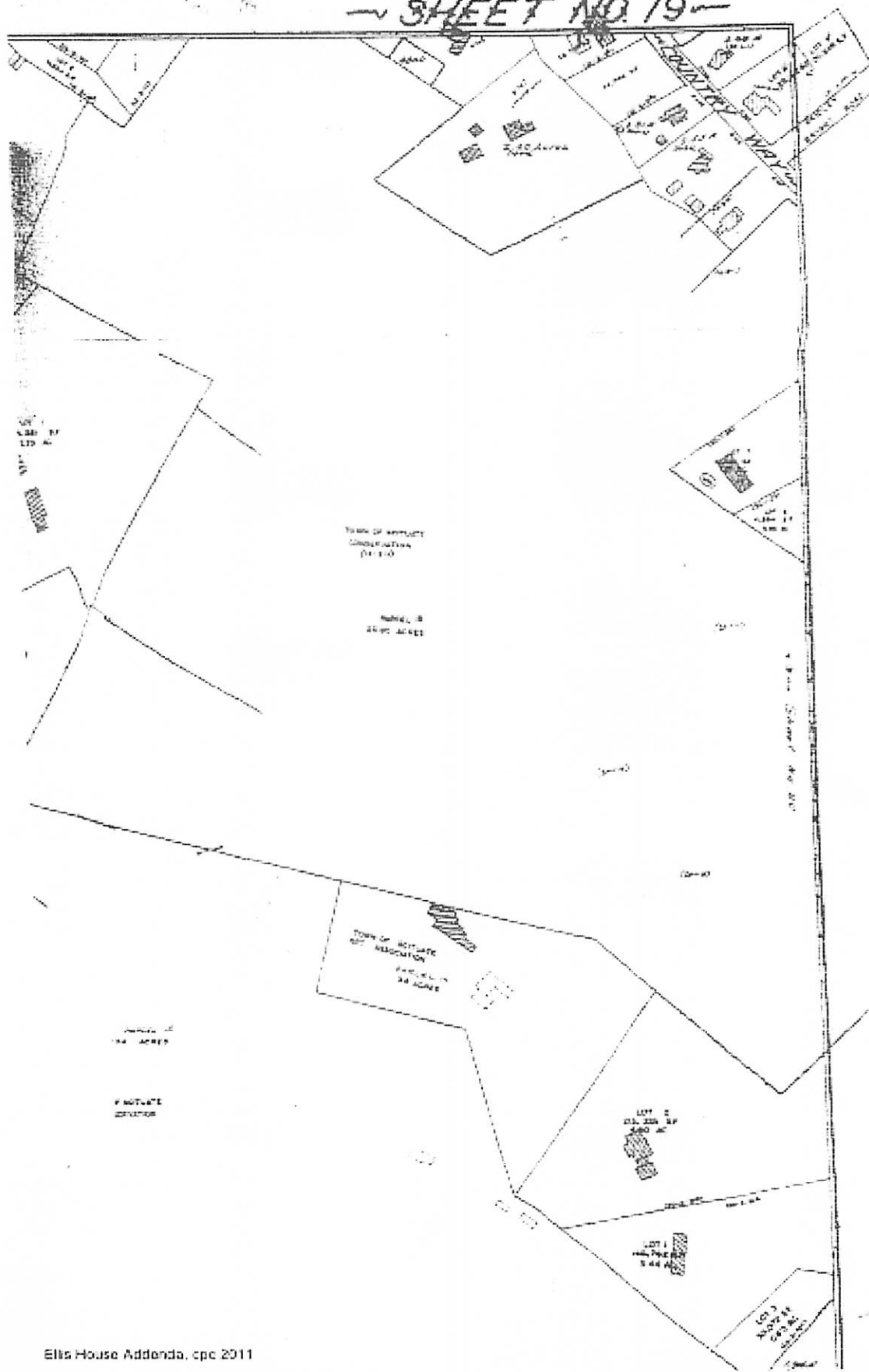
RECORDS & DEEDS
 MASSACHUSETTS
 1900

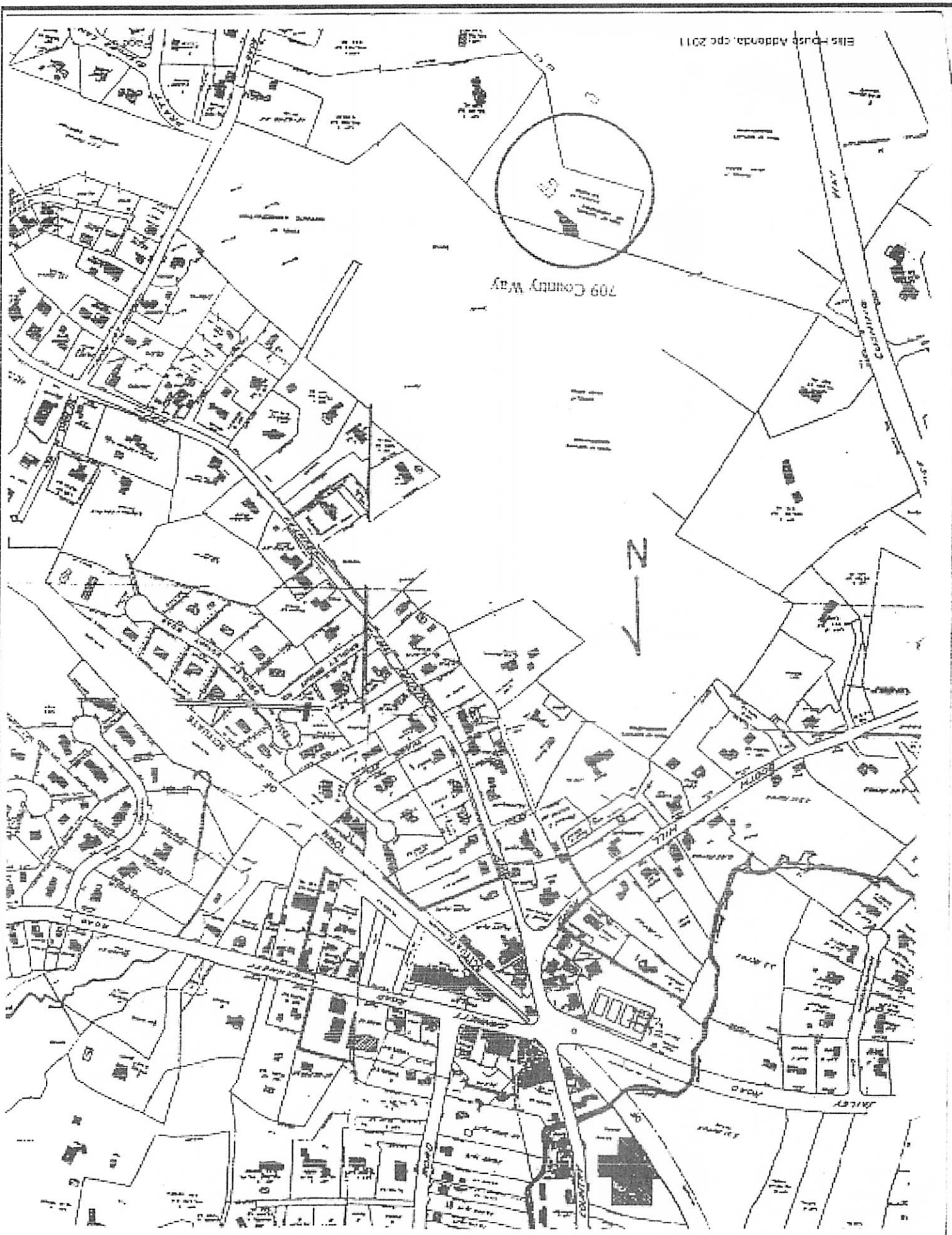
RECORDS & DEEDS
 MASSACHUSETTS
 1900

RECORDS & DEEDS
 MASSACHUSETTS
 1900

RECORDS & DEEDS
 MASSACHUSETTS
 1900

SHEET NO 19





Scituate Arts Association

Timeline for
Bailey-Ellis House Window Restoration

As the steward of the Bailey-Ellis House, the Scituate Arts Association intends to continue with the securing of the house envelope, aka the exterior which seals it from the elements, especially water, begun with historic color painting in 2010 and its 2014 Roof and Drainage Improvement Project. This next step is taken directly from two studies done by preservation architect Wendy Frontiero-her 2010 Updated Preservation Plan and her 2014 Bailey-Ellis House Window Preservation and Restoration Plan and consultation with Strekalovsky Architects who provided the blueprint for the 2014 MCCFF grant just cited. The SAA's next steps is the preservation/restoration of the seven windows in the tower structure, and seven other windows on the backside of the house which are all grouped together on the north side of the house and have the greatest need.

DATE	Description
August 2021 (Done)	Comparison between replacement and restoration/preservation of existing windows for informational purposes.
November 2021- January 2022 (Done)	Project description with step-by-step work plans, from start to finish defined and cost estimated.
July 2022	Submit request to Scituate's Community Preservation Committee.
August/September 2022	Meet with CPC to explain grant. If accepted, then meet with Advisory Board for their approval, followed by Select Board.
November 2022	Fall Town meeting votes on CPC funds. Funds are immediately available as grant is current fiscal year.
December 2023	Once funds are secured phase-one, tower windows, can begin immediately. Each phase will require removal of the casing and frame to be taken for preservation/restoration. Openings will be boarded. Completion of phase two should be within 30 to 45 days.
January 2023	Weather permitting, phase two will begin mid-February and completion date is expected within 30 to 45 days.
March 2023	Once again weather permitting, Phase three will begin and expected completion is within 30 to 45 days.
April 2023	This completes the removal, restoration, and reinstallation of windows. Installation of interior casings, sills, and apron will begin immediately. This is followed by touch up plastering.
June 2023	Installment of storm windows. Once storms are installed the project is complete. This is a six-month project, weather permitting. If there are delays due to weather, it is planned to combine phases once we have better weather. During the period between grant filing and project commencement we will continue to price quote for storm windows, installation, plastering and paint.

Scope of Work:

All windows fully removed with casings, sill & apron. Studios may close, reducing income & require boarding to avoid temperature/security concerns. A phased approach is necessary.

See below for process:

- Scrape and sand existing windows:

Phase 1-5 on the top stage of the tower, 44.5"Lx17"w; 2 on the second floor of the tower, 71"Lx15.5"w,-glass repair;

Phase 2- the Palladian [tri-partite] window in the Tower Studio, 71"l x 21"w main, 2 rectangular windows, 5'Lx16.5"w;

Phase 3-1 window in the second floor bathroom, double hung, 44.5"Lx26"w, and three diamond-paned windows, 43"Lx17.5"w, each with an upper of 24 diamond panes, in the Rear Studio (a total of 14 windows

- Assess the extent of damage
- Repair and/or replace damaged elements, retaining as much existing material as possible
- Replace/repair glass (using salvaged historic glass if possible)
- Re-putty the glass panes
- Add weather-stripping
- Repair/replace sash weights and pulleys and sash cords or chains
- Paint the window sash
- Add sash locks, where missing.
- Provide complete interior window trim.
- Skim-coat plaster on the interior of the tower, paint wall surfaces and trim where appropriate

SCITUATE ARTS ASSOCIATION

OFFICERS AND DIRECTORS FOR 2022

The SAA 2022 Nominating Committee (members: Lainey Laing, Robin Glazier, Kathy Mogayzel) nominates the following Officers/Directors to be voted in at the 2022 Annual Meeting on February 16, 2022 (or such other date as designated by a quorum vote) to serve as the SAA Officers and Board of Directors during the 2022 calendar year (we anticipate that the current members will continue to serve until then):

OFFICERS:

- | | |
|------------------------|------------------|
| •President | Janet Cornacchio |
| •Clerk | Robin Glazier |
| •Treasurer | Richard Hom |
| •Director of Education | Lainey Laing |
| •Library Liaison | Kathy Mogayzel |

BOARD OF DIRECTORS:

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

Continue the following affiliations:

- Scituate Harbor Cultural District
- Harbor Merchants' Association
- Scituate Chamber of Commerce
- National Trust for Historic Preservation

SCITUATE ARTS ASSOCIATION

CORPORATE VOTE OF BOARD OF DIRECTORS

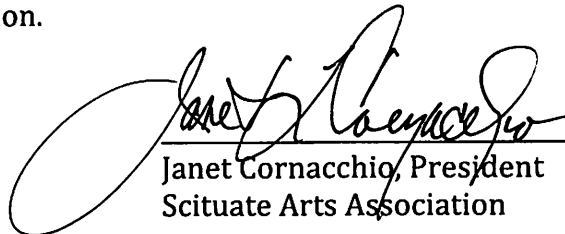
The Board Members of the Scituate Arts Association ("SAA"), a Massachusetts non-profit organization with an IRS identification number of 23-7009646 duly organized and operating in Scituate, Massachusetts and having a principal place of business located at P.O. Box 214 (mailing address); 124 Front Street, Unit 8 (Gallery) and 709 Country Way (Historic Bailey-Ellis House), Scituate, Massachusetts 02066 hereby certifies that at a regular monthly board meeting on May 18, 2022 with a quorum being present, it was unanimously voted to ratify and confirm the following votes adopted as of May 18, 2022:

VOTED: To complete the grant application process to apply to Scituate Community Preservation Commission for grant funding in the amount of \$85,230.00 to fund the Second Floor and Tower Window Restoration Project; the Tower Preservation Project; and the Front Door Restoration Project relative to the Historic Bailey-Ellis House; and

VOTED: To utilize the \$15,000.00 the SAA received from the Massachusetts Cultural Council's Facilities Fund toward the window portion of this Project; and

VOTED: To set aside \$15,000.00 from the SAA operating budget to cover overages on this Project, if any.

IN WITNESS WHEREOF, this Vote has been executed this 30th day of June, 2022 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 copywrited 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 Committe 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.

1996-98 Duxbury Art Association Duxbury, MA
▪ Instructor watercolor classes, grades 3 and up

1985-present Scituate Resident
▪ Active volunteer in school system during son's education, 2001 graduate
▪ Member of Mission Statement development team in the 1990's

1977-81 Widener Library, Harvard University Cambridge, MA
▪ Interlibrary Loan, Lending Manager
▪ Research in world class Library system
▪ Streamlined and reorganized lending systems.

EDUCATION

1975-77 Harvard Divinity Cambridge, MA
▪ M.T.S., Concentration in History of Religion

1972-75 Wells College Aurora, NY
▪ B.A., Concentration in Religion.
▪ Magna Cum Laude, Phi Beta Kappa

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

Joyce A. Bacci-Mendes
8223 Avalon Drive
Weymouth, MA 02188
617-774-7707

2021 – Current Scituate Arts Association Board Member (SAA)

Team member for the restoration/preservation of The Bailey-Ellis Historical House.

- Writing of grants
- Liaison with contractors for quotes, project duration, materials
- Coordinate workflow, deliveries, scheduling with building occupants
- Gallery Coverage

2019-2021 SAA Board Member

- Coverage for Gallery
- Curate of Juried Show, Scituate High School Students Show

2018 -2019 Volunteer for SAA

- Christmas House Tour
- Gallery coverage

2018 – Current

- Joined Jack Conway Real Estate as sales agent

2021 Completion of restoration of 1905 Victorian to 21st Century standards

- Completing the restoration of a 20th century Victorian house to current standards
- Fruition of project by listing on market and securing premium price for estate \$1.2M

Retired from Financial Services 2009

- Putnam Investments, Boston 2003 - 2009
- SC Cowen, Boston 1998 - 2003
- Prudential Bache, San Francisco 1989 - 1998

Education

- 1977 BS Chemistry - University of Illinois Chicago
- 1980 MFA - University of Illinois Chicago

Richard Hom
30 Pheasant Hill Dr.
Scituate, Ma. 02066
Rrhom1071@gmail.com

Since 1977 Richard has worked at various Massachusetts financial and high-tech companies both as an employee and as a consultant. Richard has 40+ years of experience in software development and the financial industries, in individual contributor and in management capacities. Below is a partial list of companies:

- Prudential Insurance
- Wang Lab
- Commonwealth of Massachusetts – state auditor department
- Polaroid Corporation
- Data General
- Lotus Development
- Massachusetts Financial Services
- McKessonHBOC
- Boston Technology
- Putnam Investment
- And Fidelity Investment.
- For the last 15+ years worked as Senior Quality Assurance engineer for Nanthealth Inc.

Retired March 2021.

Volunteer with SAA since 2004.

Join the board of SAA 2017 – take on the bookkeeping responsibilities late 2018.

Assume the Treasurer position for SAA 2019.

Relevant Skills – Microsoft Office (Words, Excel, PowerPoint, Access), Microsoft Outlook, Intuit QuickBooks, Microsoft Money, Intuit Quicken.

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

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: [Signature]
Name: Paul M. [unclear]
Title: Sgt. President

[Signature]
Anthony V. Vegnani, Chairman
[Signature]
John F. Danehey, Vice Chairman
[Signature]
Shawn Harris

Board of Selectmen Vote of August 2, 2011

APPENDUM 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 Falls 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 May, 2012.

Scituate Arts Association, Inc.

By:

Janet L. Corhaechio, President

Town of Scituate, Board of Selectmen

Joseph P. Morton, Chairman

Anthony V. Vegenant, Vice Chairman

Shawn Harris, Clerk

John J. Danchev

Richard W. Murray

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 1934 or under a prior or subsequent Revenue Act remains in effect until exempt status has been terminated, revoked or modified.

Our records indicate that exemption was granted as shown below.

Sincerely yours,



William P. Marshall
District Disclosure Officer

Name of Organization: Scituate Arts Association, Inc.

Date of Exemption Letter: January 1969

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

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



MAURA HEALEY
ATTORNEY GENERAL

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

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

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

Certificate for Solicitation

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

Name of organization: SCITUATE ARTS ASSOCIATION, INC.
Certificate End Date: 05/15/2020
Attorney General's Account Number: 023038

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

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

MASSACHUSETTS DEPARTMENT OF REVENUE



PO BOX 7044
BOSTON, MA 02204
CONTACT CENTER
(617) 887-6367

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

Form ST-1

MASSACHUSETTS DEPARTMENT OF REVENUE

Sales and Use Tax Registration Certificate

This registration must be posted and visible at all times.

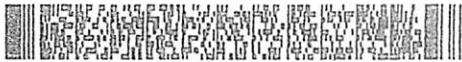


SCITUATE ARTS ASSOCIATION INC
SCITUATE ARTS ASSN INC
72 VERNON RD
SCITUATE MA 02066-3623

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



403C



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

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



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

WENDY FRONTIERO, R.A.

Architect and Preservation Consultant

120 Maplewood Ave., Apt. 204 • Gloucester, Mass. 01930

tel. 617 • 290 • 8076

e-mail wfrontiero@alum.mit.edu

10 January 2022

Massachusetts Cultural Council
Cultural Facilities Fund
10 St. James Avenue, 3rd Floor
Boston, Mass. 02116-3803

Dear Members of the Board:

This letter is written in support of the Scituate Arts Association (SAA)'s application for a Cultural Facilities Fund grant for the Bailey-House in Scituate. I have had the pleasure of working with the SAA on several projects over the last ten years, mostly related to various aspects of the preservation and restoration of classroom and artists' studio space at the Bailey-Ellis House, an historic summer estate that is located in a rural part of town.

The SAA is now planning for window restoration at the Bailey-Ellis House, addressing the most deteriorated window sash and trim. Weather-tight windows will protect both the exterior and interior from harm, and historically-correct restoration is merited by the building's significance.

The SAA is a small, energetic organization and that continues to be extraordinarily dedicated to providing high-quality facilities and programs for artists, students, and patrons. A private non-profit organization staffed by volunteers, their primary mission is to promote the creative arts to all members of the community. The SAA undertakes capital improvements on a largely *ad hoc* basis, mostly using volunteer labor, very limited financial resources, and vigorous outside fundraising.

The proposed grant project is part of a thoughtful, multi-phase project to make the historic windows sound, weather-tight, and fully operable, while retaining as much of the existing original or early wood elements as possible. Phase 1 will target the most severely deteriorated windows, which are located on the north side of the tower on this hill-top building, subject to the greatest exposure to harsh weather. The restored windows will resume protecting the building from water infiltration and decay as part of a splendid architectural composition.

The public benefits of supporting this asset of the Scituate community, which enjoys extensive access to the property, will be substantial. I strongly encourage you to fund this project to the maximum extent possible.

Sincerely,

wendy frontiero

Wendy Frontiero

January 6, 2022

Massachusetts Cultural Council
10 St. James Avenue, 3rd floor
Boston, MA 02116

Reference: Scituate Arts Association

Dear Massachusetts Cultural Council Board,

The purpose of this letter is to express my support for the Scituate Arts Association (SAA) and to encourage you to again support their work.

I have been a supporter of SAA for over a decade now, both financially and as a volunteer. I have seen firsthand that this organization is very dedicated to keeping the arts as an active part of our community. They do this in many ways, including supporting local artists, participating in community events, sponsoring their own events, and providing a location for the arts to thrive.

It is in this last area where I believe that your Council has been very helpful in the SAA efforts to preserve the Historic Bailey Ellis House. SAA has been doing a wonderful job maintaining this lovely historic home. Their work to secure the building's envelope through work on the roof and drainage to draw water away from the foundation and drive has clearly been very important and valuable.

I hope you will continue to support their work.

Best Regards,

John

John Boehmke
49 Sedgewick Drive
Scituate, MA 02066

January 11, 2022

Massachusetts Cultural Council
10 St. James Avenue, 3rd Floor
Boston, MA 02116-3803

Reference: Scituate Arts Association

Dear Massachusetts Cultural Council Board,

I am writing in support of the Scituate Arts Association (SAA) and to encourage you to respond favorably to their current grant requests.

The Inn at Scituate Harbor and the SAA are both members of the Scituate Chamber of Commerce and our local merchant association, Scituate Harbor Merchants.

The SAA is an active member of the Community, with both major facets of its organization—Front Street Art Gallery and the SAA , supporting and participating in Chamber and Harbor Merchants events, as well as providing classes for students and places for local artists to hone their craft.

I truly believe that the Arts Association provides a much needed component to the town of Scituate. Their continued drive to preserve the historical Bailey-Ellis House as well as provide locations for budding and professional artists is admirable and a needed service and deserves to continue.

Please feel free to contact me if I can be of any assistance.

Best Regards,

Lynda Ferguson
The Inn at Scituate Harbor,
7 Beaver Dam Rd
Scituate, MA 02066



The Commonwealth of Massachusetts
MASSACHUSETTS SENATE

SENATOR PATRICK M. O'CONNOR

Plymouth and Norfolk District

STATE HOUSE, ROOM 419
BOSTON, MA 02133-1053
TEL. 617-722-1646
FAX. 617-722-1028

PATRICK.OCONNOR@MASENATE.GOV
WWW.MASENATE.GOV

January 10, 2022

Jay Paget, Cultural Facilities Fund Program Director
Mass Cultural Council
10 St. James Avenue, 3rd Floor
Boston, MA 02116

Dear Mr. Paget,

I hope this letter finds you well. I write in strong support of the Scituate Arts Association's application for a Cultural Facilities Fund grant offered by the Mass Cultural Council.

The Scituate Arts Association (SAA) is an exemplary cultural organization that stands out as one of the best local arts promoters I have encountered. It is in large thanks to the SAA that the Scituate Harbor remains an exciting cultural destination for artists and patrons, and the Scituate community is enriched every day by their efforts.

The funding sought by the SAA would allow them to continue preservation work on the historic Bailey-Ellis House located at 709 Country Way in Scituate. Built in 1830, this Gothic Romanesque structure finds new life as the home of indoor classes and workshops organized by the SAA. The SAA leases the property from the Town of Scituate in exchange for their preservation and maintenance services. The Bailey-Ellis House receives loving care from the SAA and hosts artist studios and a caretaker's apartment which is leased at affordable rates. Currently, the windows and Ellis Tower require specialized preservation services that surpass volunteer capabilities. This grant, if awarded by the Mass Cultural Council, would allow the SAA to build upon years of hard work and investment in the Bailey-Ellis House to bring the site to a greater level of health and integrity.

I cannot think of a more deserving and responsible community arts organization to receive this grant. The Scituate Arts Association has always made the most of the resources available to them, and the South Shore is better off because of it. With that said, I respectfully urge a favorable review of their application and I thank you for your time and consideration. Please do not hesitate to contact me directly with questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick M. O'Connor", with a long horizontal stroke extending to the right.

Patrick M. O'Connor
State Senator
Plymouth & Norfolk District

Scituate Historical Commission
Scituate Town Hall
600 Chief Justice Cushing Highway
Scituate, MA 02066

January 3, 2022

Massachusetts Cultural Council
10 St. James Avenue, 3rd Floor
Boston, MA 02116-3803

Dear Massachusetts Cultural Council Board:

The Scituate Historical Commission would like to endorse the grant application of the Scituate Arts Association for the Ellis House. Funding from the Massachusetts Cultural Council Board for Historic Preservation will assist the Scituate Arts Association in their efforts to restore the Ellis House. Specifically, the SAA will continue to work on the main house where some of the windows and in particular, the Ellis Tower require preservation that goes beyond their volunteer skills and preservation budget.

The Scituate Arts Association has maintained and repaired the Ellis House since the early 1970's. Prior to that the house had been empty and suffered all the vagaries of empty houses. Their stewardship of the property has assured that this wonderful High Gothic style Victorian will serve the Scituate Arts Association and the Scituate community for many years to come. Their efforts to restore it are to be commended and supported.

Thank you for consideration of their application. Should you have any questions or require additional information please do not hesitate to contact me at 781-545-0373 or by e-mail historicalcommission@town.scituate.ma.us

Sincerely,

Douglas J. Smith

Douglas J. Smith
Chair

C: Janet Cornacchio, SAA President

TOWN OF SCITUATE

JAMES M. BOUDREAU
TOWN ADMINISTRATOR



600 Chief Justice Cushing Hwy.
Scituate, Massachusetts 02066
Telephone (781) 545-8741
Fax (781) 545-8704

January 4, 2022

Massachusetts Cultural Council
10 St. James Avenue, 3rd Floor
Boston, MA 02116-3803

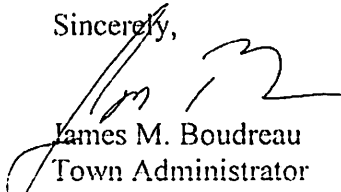
Dear Massachusetts Cultural Board:

I am writing in support of the Scituate Arts Association's application for the Mass Cultural Council Facilities Fund Grant (MCCFF). The SAA has been utilizing the Bailey-Ellis house since the 1970's and hosts a variety of artistic programming in our community. Their dedication to maintaining and preserving this historic 19th century home is commendable and we are grateful for their efforts.

The specific funding request would be to provide improvements on the main house and windows. With the approval of this grant, the Scituate Arts Association will be able to continue to safely offer cultural and educational opportunities within this historical property.

Thank you for consideration of their application. Should you have any questions, please feel free to reach out to me at (781) 545-8741.

Sincerely,



James M. Boudreau
Town Administrator

Cc: Janet Cornacchio, SAA President