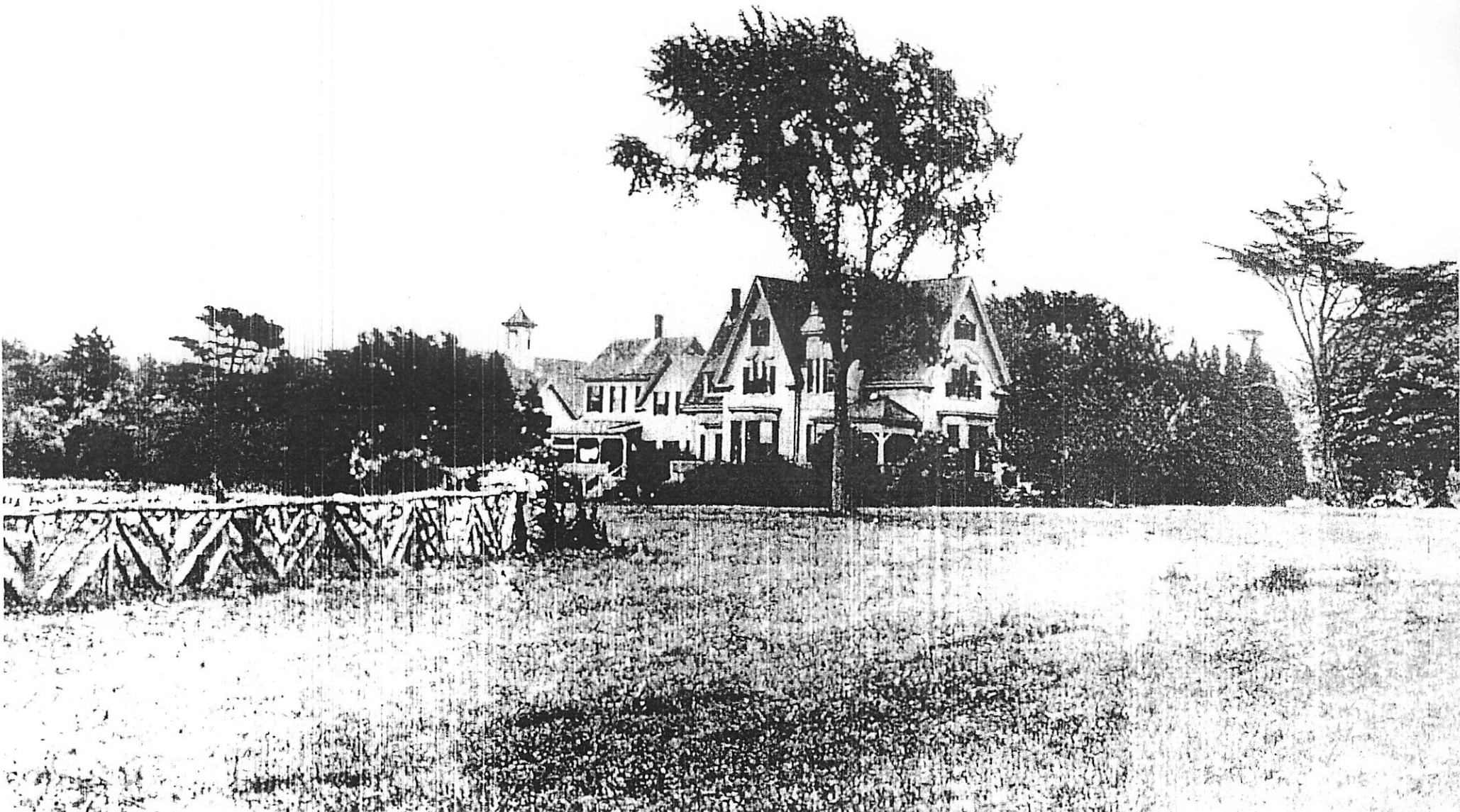


**Bailey-Ellis House Tower Restoration Project, Part II**  
709 Country Way, Scituate,  
Massachusetts



Prepared by Scituate Arts Association, Inc.  
Janet Cornacchio, President,  
Robin Glazier, Clerk,  
September 2023

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



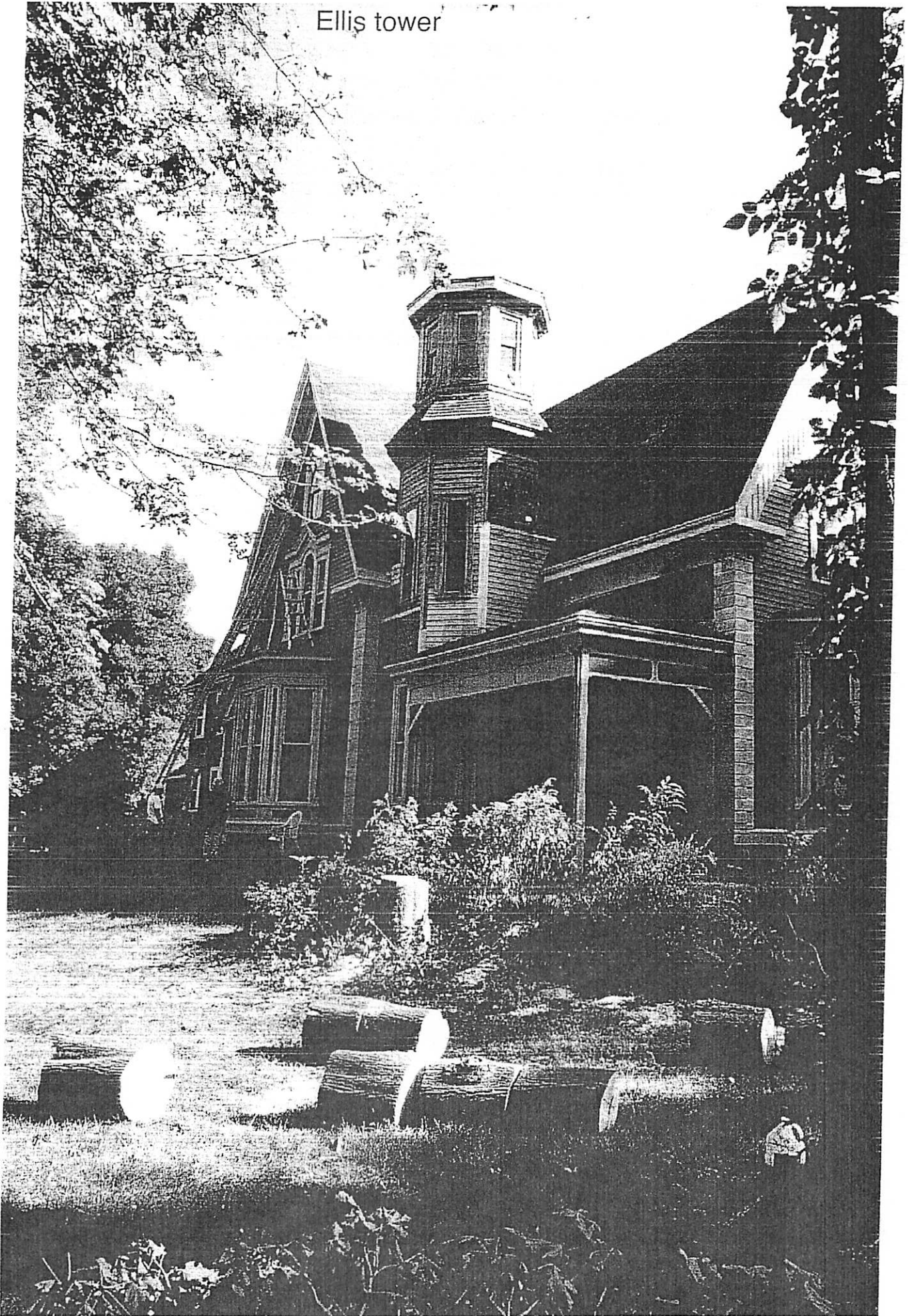
Ellis Front after soffit and gutter completion project, Detwiler-Buttonwoods Renovation August 2018



Ellis Front Entrance



Ellis tower

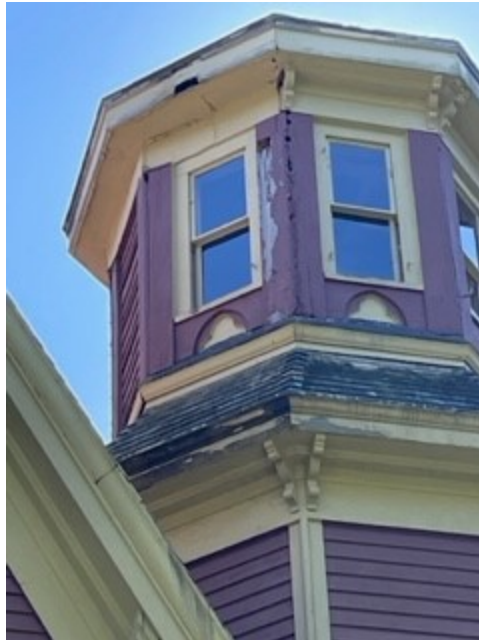


Ellis, West Side Gable



ellis tower





Ellis tower, another view of top  
woodpecker holes, missing corbels & wood trim





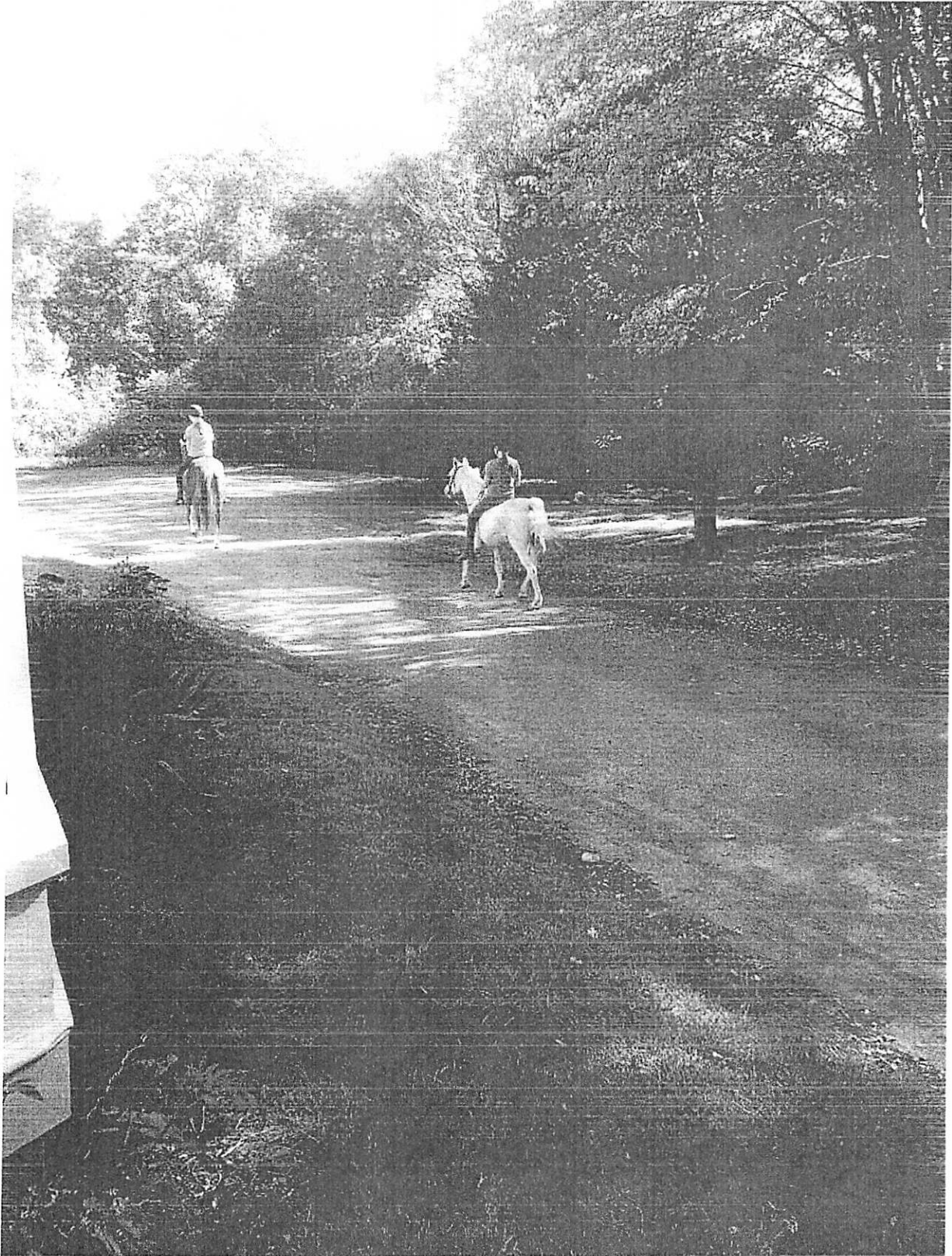
Ellis tower, Gutter, overflow problems

Ellis tower, water control issue other side



Riders on the Ellis Drive, October 2013

riders (768x1024x24b jpeg)



Key: 2199

Town of SCITUATE - Fiscal Year 2023

10/20/2022 6:03 pm SEQ #: 2.126

LEGAL

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/UN	Ngh	Inf1	Inf2	ADJ BASE	SAF	Inf3	Lpi	VC	CREDIT AMT	ADJ VALUE	
103	S	43,560	C04	1.00	100	1.00	100	1.00	326,910	1.00	100	0.85	326,910
203	A	1,000	C04	1.00	100	1.00	100	1.00	163,965	1.00	100	0.85	163,970
303	A	87,820	C04	1.00	100	1.00	100	1.00	15,640	1.00	100	0.85	1,373,500

TOTAL	89.820 Acres	ZONING	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Ngh	4	N O T E	IN M20		LAND	1,864,400	1,632,400
Inf1	FACTOR 100		LAND	869,900	728,900		
Inf2	PHY 100		DETACHED	24,500	22,300		
			OTHER	0	0		
			TOTAL	2,758,800	2,383,600		

DETACHED

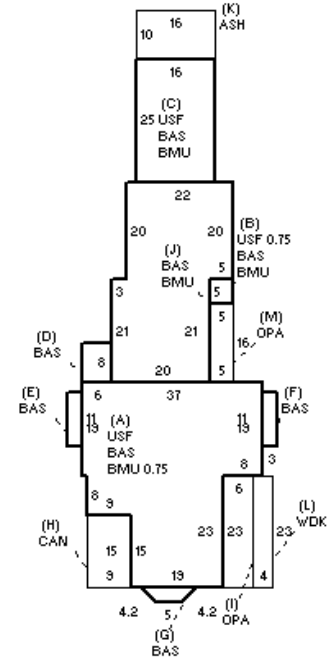
TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD
DG2	A	1.00	70 0.30 GARAGE/BSMT		960	42.04	12,100
DGF	A	1.00	70 0.30 GARAGE		1,127	36.82	12,400



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)	\$269	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
FOUNDATION	5	BRICK/STONE	1.00
EXT COVER	2	CLAPBOARD	1.00
ROOF SHAPE	1	GABLE	1.00
ROOF COVER	1	ASPH SHINGLES	1.00
FLOOR COVER	2	SOFTWOOD	1.00
INT FINISH	1	PLASTER	1.00
HEATING/COOLING	1	FORCED AIR	1.00
FUEL SOURCE	1	OIL	1.00

S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN
+	BMU	N	BSMT UNFINISHED	2,194		42.46	93,150
+	USF	L	UPPER STORY FIN	2,257	1870	225.65	509,298
+	BAS	L	BASE AREA	2,635	1870	248.18	653,950
H	CAN	N	CANOPY	135		18.24	2,462
+	OPA	N	OPEN PORCH	218		54.96	11,981
K	ASH	N	ATT SHED	160		23.76	3,802
L	WDK	N	WOOD DECK	92		40.80	3,754
	F21	O	FPL 2S 1OP	2		8,785.80	17,572
	F22	O	FPL 2S 2OP	1		12,055.20	12,055

TOTAL RCN	1,317,976
CONDITION ELEM	CD
EXTERIOR	G
INTERIOR	A
KITCHEN	A
BATHS	A
HEAT	A
ELECT	A
EFF.YR/AGE	1969 / 52
COND	34 34%
FUNC	0
ECON	0
DEPR	34 % GD 66
RCNLD	\$869,900

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 ~~assisted~~, 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;

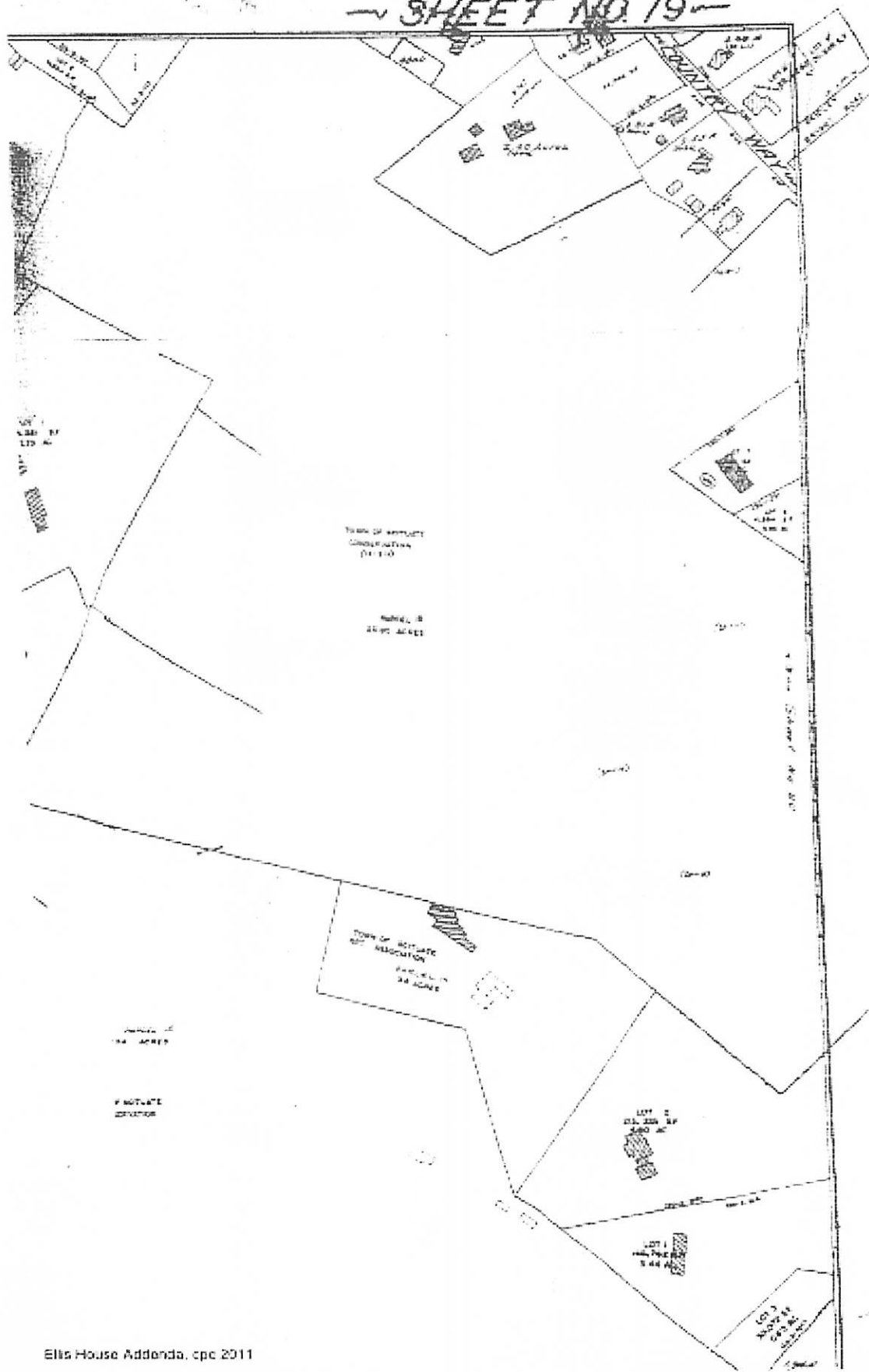
RECORDS & DEEDS  
 MASSACHUSETTS  
 9000

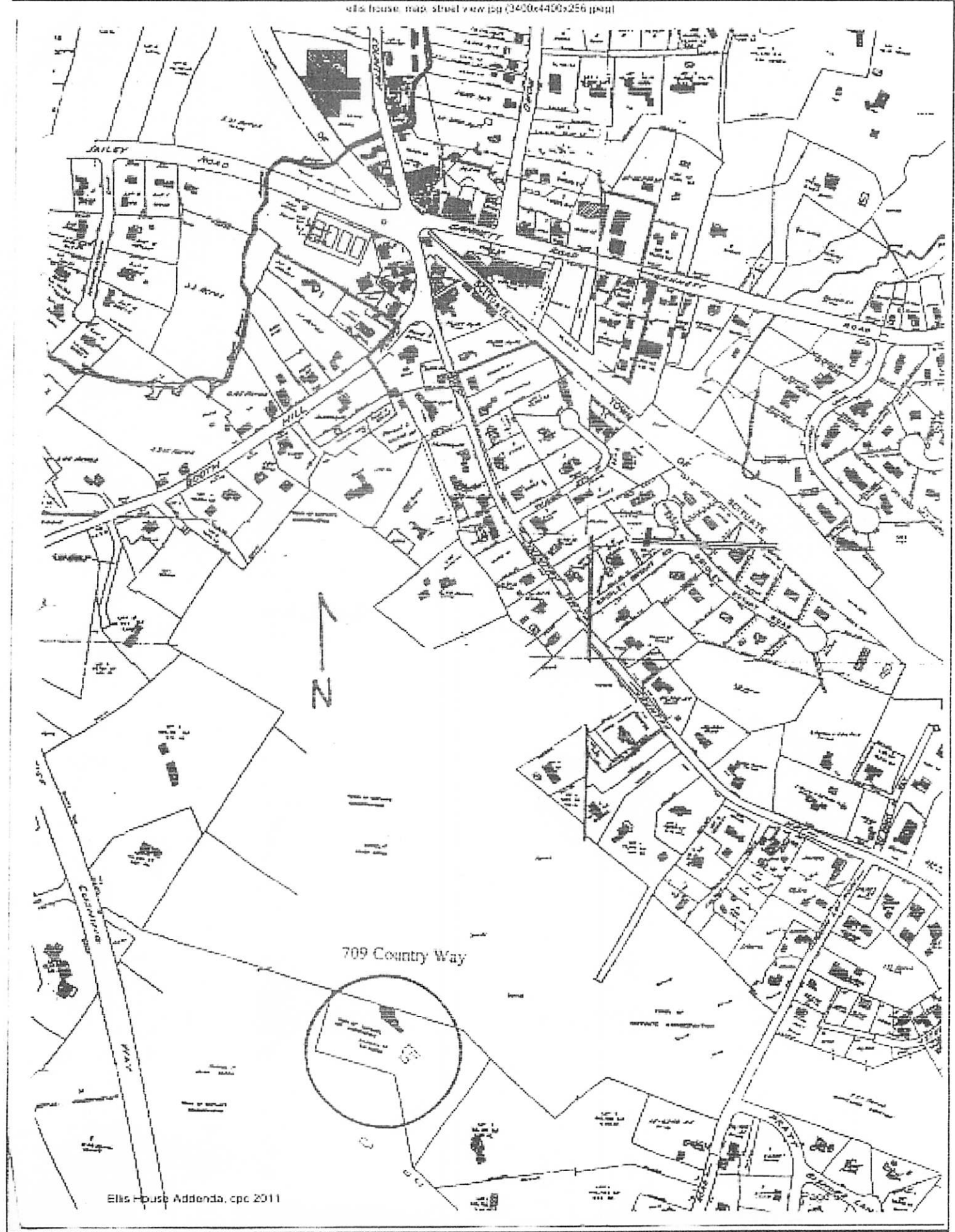
RECORDS & DEEDS  
 MASSACHUSETTS  
 9000

RECORDS & DEEDS  
 MASSACHUSETTS  
 9000

RECORDS & DEEDS  
 MASSACHUSETTS  
 9000

SHEET NO 19







## Scituate Arts Association

### Timeline for Bailey-Ellis House Tower Restoration

As the stewards 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 the 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 are the preservation/restoration of the Tower and the completion of the Tower windows restoration [attachment of storms post-structural Tower work on the exterior]:

October 2023	Submitting CPC Grant request
Oct - Jan 2024	Continue procedures to secure grant
Jan – April 2024	On hold waiting for town meeting
May 2024	Project goes out for public bid
June 2024	Project starts, with 4 phases detailed in scope of work. Approximately, 60 days to each scope.
Phase I - 60 days	Starting from top of tower to the top of the shingled roof below the top tower windows
Phase II - 60 days	From shingled roof to bottom of second story
Phase III – 30 days	Gutter systems
Phase IV – 30 days	Painting

### Scope of Work,

For the restoration and repair of the tower structure of the Bailey Ellis House: restore from the top down, starting with the flat roof of the crown. Focus should include water drainage management from the main roof as it connects to the tower.

Work should begin June of 2024 in 4 phases.

Phase I, 60 days, starting from the top of the tower and continuing to the top of the shingled roof below the top tower windows

- Strip roofing and sheathing from top of tower
- Rebuild roof framing, keeping the trap door on the top
- New roof sheathing
- Repair / replace soffit and fascia where needed
- New rubber roof
- Restoration of all window casings, sills, soffit brackets, vertical trim. Bare wood sealed with CPES

Phase II, 60 days, starting from the shingled roof below the top tower windows to the bottom of the second story tower windows.

- Remove vertical covering boards on the sides of the windows
- Replace or repair all decorative panels as currently exist below first tower windows
- Reflash above corner, that is above the second roof – copper
- New cedar vertical covering boards, pre-primed 4 sides
- All trim work stainless fasteners
- Strip and reroof second roof – ice & water with red cedar
- Mill up any needed cornices as needed
- Remove and replace fascia & crown
- Strip back roofing in valleys on main house
- Establish open valley – rubber backed section
- Strip clapboards that run into the main house roofing – reflash – leave space – then reside with red cedar C.V.G preprimed
- Restoration of all window casings, sills, soffit brackets, vertical trim. Bare wood sealed with CPES

Phase III, 30 days, gutter system for water management

- Replace gutter and downspout on the left side of tower with larger system to handle water flow.
- Create gutter system on the right side of tower from the main house valley, down the side of tower, to the top of the porch roof

Phase IV, 60 days, painting

- Everything primed followed with two coats of latex. Color sample to be supplied by SAA
- Attached storms after painting completed

Scaffolding

- Scaffolding will be supplied by Triple G
- All construction debris removed from grounds
- LEM, Labor, Equipment, Machinery supplied by contractor

## SCITUATE ARTS ASSOCIATION

### OFFICERS AND DIRECTORS FOR 2023

The SAA 2022 Nominating Committee (members: Robin Glazier, Kathy Mogayzel) nominates the following Officers/Directors to be voted in at the 2023 Annual Meeting on February 16, 2023 (or such other date as designated by a quorum vote) to serve as the SAA Officers and Board of Directors during the 2023 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	Kathy Mogayzel

#### BOARD OF DIRECTORS:

Janet Cornacchio  
Robin Glazier  
Richard Hom  
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

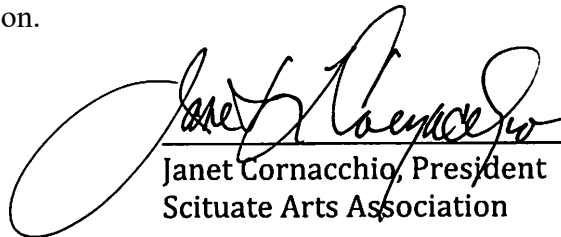
CORPORATE VOTE OF BOARD OF DIRECTORS

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 September 18, 2023:

VOTED: To request additional funding of the Scituate Community Preservation Commission for grant funding in the amount of \$22,884.00 to fund the additional funding require for the Tower Preservation Project relative to the Historic Bailey-Ellis House; 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, 2023 and filed with the records of the corporation.

  
Janet Cornacchio, President  
Scituate Arts Association

# JANET L. CORNACCHIO

## EXPERIENCE

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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 Committee member and as FTCC delegates
- Former Secretary of Pilgrim Association Church Education Committee

1979-99 Captain Forbes House Museum Milton, MA

- Archival and curatorial responsibilities in an 19<sup>th</sup> 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

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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

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## **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 21<sup>st</sup> Century standards

- Completing the restoration of a 20<sup>th</sup> 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  
Rhom1071@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

April 30, 2023

VIA HAND DELIVERY

Town of Scituate  
Board of Selectmen  
Scituate, MA 02066

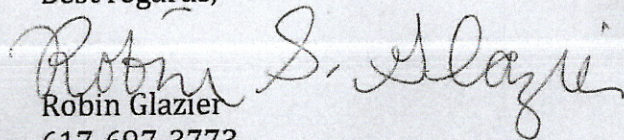
Re: Renewal of License Agreement between Town of Scituate and Scituate Arts Association, Inc.

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](mailto:robinglazier@gmail.com), Secretary of the Board of the SAA.

Best regards,



Robin Glazier  
617-697-3773  
[robinglazier@gmail.com](mailto:robinglazier@gmail.com)

cc: Janet Cornacchio, President  
Richard Ham, Treasurer



**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 *Cornachio*, 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.

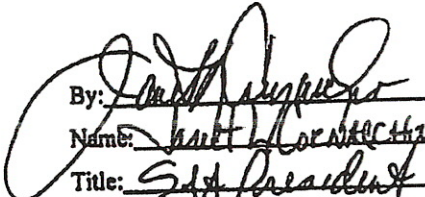
- (h) Captions, Exhibits, Gender, Etc. The captions of this License are for convenience and reference only and in no way define, limit or describe the scope or intent of this License nor in any way affect this License. The exhibits to this License are incorporated into this License and are a part hereof.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


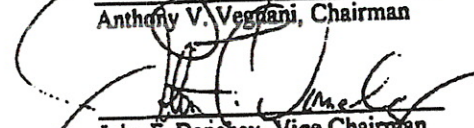
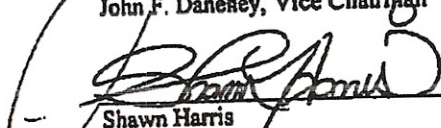
accepted by the Commission and Council

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

Scituate Arts Association, Inc.

Town of Scituate, Board of  
Selectmen

By:   
Name: Scott L. Loventhal  
Title: SAA President

  
Anthony V. Vegliani, Chairman  
  
John F. Danehey, Vice Chairman  
  
Shawn Harris

Board of Selectmen Vote of: August 2, 2011



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

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

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

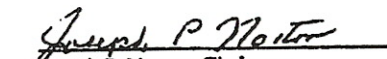
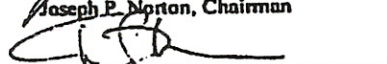
1. The Town Administrator has been notified of and granted prior approval of the improvements
2. The cost of the improvements is documented at the time they are made; and
3. Reimbursement shall be for the cost of the improvement depreciated at the rate of ten percent (10%) per year or such other rate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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this 5<sup>th</sup> day of JUNE, 2012.

Scituate Arts Association, Inc.  
By:

  
Janet L. Corhacchio, President

Town of Scituate, Board of Selectmen

  
Joseph P. Norton, Chairman  
  
Anthony V. Vegnani, Vice Chairman

Shawn Harris, Clerk

  
John F. Danehey

  
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](http://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



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

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

**SALES AND USE TAX REGISTRATION CERTIFICATE**



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

000473

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

DETACH HERE



**MASSACHUSETTS DEPARTMENT OF REVENUE**

**Form ST-1**

**Sales and Use Tax Registration Certificate**

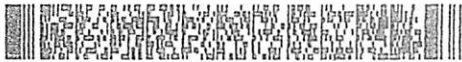
**This registration must be posted and visible at all times.**

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

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

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

**Effective Date:** July 26, 1977



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



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

403C

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

Dear Taxpayer,

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

Sincerely,

Massachusetts Dept. of Revenue



Form ST-2  
 Certificate of Exemption

Massachusetts  
 Department of  
 Revenue

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

SCITUATE ARTS ASSOCIATION INC  
 124 FRONT ST  
 SCITUATE MA 02066

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

NOT ASSIGNABLE OR TRANSFERABLE

COMMISSIONER OF REVENUE



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

**Part 4. Description of property purchased**

Date	Description	Quantity	Cost
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			<b>Total cost</b>
			\$

**General information**

An exempt 501(c)(3) organization must have obtained a Certificate of Exemption (Form ST-2) from the Commissioner of Revenue certifying that it is entitled to exemption under G.L. c.64H, §6(e). The 501(c)(3) organization must submit to the vendor a properly completed Sales Tax Exempt Purchaser Certificate (Form ST-5) signed by the 501(c)(3) organization with a copy of its Form ST-2 attached.

Any person, group or organization purchasing as an agent on behalf of a 501(c)(3) organization must certify that it is doing so by presenting to the vendor a properly completed Form ST-5 signed by the 501(c)(3) organization. It must also present a copy of the 501(c)(3) organization's Form ST-2. The agent of the exempt 501(c)(3) organization must complete Part 2 of Form ST-5.

Any government organization is encouraged to obtain a Certificate of Exemption (Form ST-2) from the Commissioner of Revenue, certifying that it is entitled to exemption under G.L. c.64, § 6(d). The exempt government organization is encouraged to submit to the vendor a properly completed Sales Tax Exempt Purchaser Certificate (Form ST-5) with a copy of its Form ST-2 attached. If the government organization does not present Form ST-5, the vendor must maintain adequate documentation (generally, a copy of the government check) verifying that the purchaser is an exempt government agency.

Any person, group or organization purchasing on behalf of exempt government organizations must certify that they are doing so by presenting to the vendor a properly executed Form ST-5 when making such purchases. Part

1 of Form ST-5 should be filled out by the exempt government organization. If Part 1 is not completed by the exempt government organization, the agent must enter the name, address, and, if available, the exemption number of the government organization on whose behalf the purchases are being made. Also enter a description of the property purchased into Part 4. The agent must complete Part 2 when acting on behalf of the exempt government organization. The purchaser must attach to the Form ST-5 a copy of the exempt government organization's Form ST-2 if available. If it is not available, the purchaser must enter the exemption number of the exempt government organization.

**Other information for vendors**

Vendors should verify the validity of the certificate presented to them by checking the expiration date on the certificate. Vendors must not honor a Certificate of Exemption that has expired.

Government organization maintain Form ST-2 Certificates of Exemption that have an expiration date of "None."

Vendors should call the Customer Service Bureau at (617) 887-6367 if they have any questions regarding a Certificate of Exemption which is presented to them.

If you have any questions about completing this certificate, please contact: Massachusetts Department of Revenue, Customer Service Bureau, 200 Arlington Street, Chelsea, MA 02150; (617) 887-6367.