



TOWN OF PLYMOUTH COMMUNITY PRESERVATION COMMITTEE

MEMO

TO: Town Meeting, Board of Selectmen, and the Advisory & Finance Committee
From: The Community Preservation Committee
Date: Friday Aug 4, 2023
Re: ANNUAL FALL TM 2023: CPA Article 9C

ARTICLE 9C: To see if the Town will vote to appropriate from FY2024 Community Preservation Fund revenues or transfer from Community Preservation available funds or reserves, the sum of \$443,942, to grant to The Plymouth Guild, Inc., d/b/a Plymouth Center for the Arts for the restoration, rehabilitation and preservation of the historic Russell Library located at 11 North Street, including construction, repointing of the brick and mortar façade, roof and windows restoration including incidental and related expenses, and to authorize the Select Board to enter into a grant agreement with The Plymouth Guild, Inc., for such purposes, which agreement shall include but not be limited to the requirement that the Town of Plymouth be provided with an historic preservation restriction in said properties in accordance with the G.L. c.44B, Section 12 and meeting the requirements of G.L. c. 184, Sections 31-33, and to authorize the Board of Selectmen to accept such restriction, with such restriction to be held under the care, custody and control of the Historic Commission, or take any other action relative thereto.

COMMUNITY PRESERVATION COMMITTEE

CPC RECOMMENDATION: Approval (unanimous)

The Community Preservation Committee voted unanimously of Article 9C at its meeting held Thursday August 3, 2023

SUMMARY & INTENT:

The intent of Article 9C is to use the Community Preservation Fund undesignated fund balance for the restoration, rehabilitation and preservation of the Center for the Arts the old Russell Library. The agreement will be contingent upon an agreement to allow access for special Town of Plymouth use of the building free, which will require a request from the Board of Selectman an subject to availability. Also subject to free admission to the residents of Plymouth through Jan 2025.

Plymouth Community Preservation Committee
FISCAL YEAR 2022-2023 APPLICATION

FISCAL YEAR 2022-2023 APPLICATION

Project Name: Plymouth Center for the Arts Project Sustained Preservation - Repair, Restore & Enhance

CPA Funding requested: \$ 443,942 If the amount is unknown, will an appraisal be needed?

Y N (If yes see page 14 of the appraisal process)

Total project cost: \$ 631,492

Category—check all that apply: Open Space/Recreation Historic Housing

Lot and Plot: Lots 47 and 48

Assessors Map #: Parcel ID: 020-000-047-000

Number of acres in parcel: .331 Acres

Number of proposed housing units: 0

Are there any existing deed restrictions on this property? No Don't know Yes/DESCRIBE

Describe restrictions below:

There is a Preservation Restriction Agreement, dated July 31, 2020, between Plymouth Guild, Inc. and the Town of Plymouth.

A copy of this agreement is included with the supporting materials for this application.

Project Sponsor/Organization: Plymouth Guild, Inc. (DBA Plymouth Center for the Arts)

Contact Name: Eileen Pacheco

Address: 11 North St., Plymouth, MA 02360

Phone #: 508-254-1440 E-mail: efpacheco@gmail.com or development@artsplymouth.org

Eileen Pacheco

Applicant Signature

June 29, 2023

Date submitted

APPLICATION REQUIREMENTS:

A complete application consists of this application page (the specific amount of CPA funding is required), along with the following:

- A detailed description of the project explaining how your proposal benefits the Town of Plymouth and how it meets CPA goals and selection criteria outlined at the end of this application packet.
- Are there any special permit, variance or other approvals required? Are there any legal ramifications or impediments to this project?
- A detailed project budget including any additional revenue sources. Will there be any annual costs to the town once the project is operational?
- A project timeline.
- Additional supporting information such as photographs, plot plans, and maps (if applicable).
- Applicant must provide all title information for the property.
- Applicant must initial each page in the space provided.



Plymouth Community Preservation Committee
FISCAL YEAR 2022-2023 APPLICATION



PLEASE SEND 11 COPIES (DOUBLE-SIDED) OF YOUR APPLICATION TO:
The Community Preservation Committee, Plymouth Town Hall
26 Court Street, Plymouth, MA 02360

Applications may also be dropped off at the Town Clerk's office.
or in the CPC mailbox at Plymouth Town Hall.

The deadline for submitting an application is last Friday in February for Spring Town Meeting,
and last Friday in June for Fall Town Meeting.

MEMORANDUM OF UNDERSTANDING

Project Name: Plymouth Center for the Arts Preservation Project - Repair, Restore & Enhance

Applicant Name: Margaret Page

Address: 11 North St., Plymouth, MA 02360

Phone #: 508-944-0314 E-mail: page.margaret@comcast.net

I understand that there are certain conditions and responsibilities involved in receiving CPA funding.
My signature below indicates that I have read the following conditions and agree to follow them if my
application is recommended to and approved by Town Meeting:

1. I understand that the funding process follows procedures described in the Community Preservation Act, M.G.L. Ch. 44B and that this places certain restrictions on how payments may be made.
2. In order to acknowledge the Community Preservation Act, and thus the contributions of the Plymouth taxpayers, I will:
 - Order, pay for and place a temporary "Community Preservation Works" sign or banner in front of the project. The Community Preservation Committee will provide the approved design. Approximate cost for the banner is generally \$250-\$300.
 - Acknowledge the contributions of the Community Preservation Act in all press releases, newsletters, and other publicity.
 - Include recognition of the Community Preservation Act if a permanent plaque or sign is placed on the project.
3. If requested I will supply the Community Preservation Committee with quarterly financial up-dates the project.
4. As needed, I will assist in the process of obtaining the required deed restriction to help protect the property in perpetuity.
5. The Applicant agrees to adhere to the intent and the spirit of the presentation made to Town Meeting.

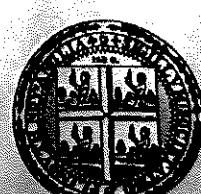
Margaret Page
Print Name

Signature

June 29, 2023
Date

Rev. 05/2022

EP
Initial here





June 29, 2023

The Community Preservation Committee
Plymouth Town Hall
26 Court Street
Plymouth, MA 02360

Dear Plymouth CPC Member,

Plymouth Center for the Arts is grateful for the opportunity to submit the enclosed application for Community Preservation Act funding.

Our proposed project represents the next phase of our continued preservation and enhancement of our historic property located at 11 North Street. The majority of the project elements described in our proposal were identified during a year-long systems replacement planning effort, which was funded in part by a grant from the Massachusetts Cultural Council.

The 20-year SRP plan that has been produced from this effort identifies a number of priorities that require immediate attention (within the next three years). These items, in combination with additional priorities identified by our Board of Directors, Facilities Committee and Finance Committee, serve as the basis for this application for CPA funding support. We have included pages from the detailed 20-year SRP plan in this application. The complete SRP document is an Excel spreadsheet, which is more easily viewed electronically. We will be pleased to send CPC members the electronic file upon your request.

Our team will be happy to schedule a time to meet with you regarding our project. Meanwhile, if you have any questions, please feel free to contact me at (508) 254-1440 or efpacheco@gmail.com, or our Board President Peg Page at (508) 944-0314 or page.margaret@comcast.net.

We look forward to your feedback on our proposal.

Sincerely,

Eileen Pacheco

Eileen Pacheco
Member, Board of Directors & Development Committee Co-Chair
Plymouth Center for the Arts

ENCLOSURES

ADDENDUM

Project Budget **REVISED AUG. 3, 2023**

Spending Category	CPA Funds Requested	Funds from Other Sources	TOTAL PROJECT BUDGET
Lindens Foundation	\$5,000	\$0.00	\$5,000
Lindens Attic Renovation	\$8,000	\$0.00	\$8,000
Lindens Rear Porch Repairs	\$20,000	\$0.00	\$20,000
Lindens Rear Porch Roof – Replace	\$4,200	\$0.00	\$4,200
Lindens Side Walkway to Rear Access Ramp	\$5,500	\$5,500	\$11,000
Russell Foundation	\$21,855	\$0.00	\$21,855
Russell Façade – Historic Spaulding Brick Repointing	\$147,946	\$0.00	\$147,946
Russell Façade – Structural	\$54,363	\$0.00	\$54,363
Brick Retaining Wall; Harvest Spaulding Brick for Façade	\$30,000	\$0.00	\$30,000
Russell Flat Roof & Skylight Repairs	\$24,000	\$0.00	\$24,000
Russell Gutter Repair	\$7,720	\$0.00	\$7,720
Russell Historic Front Door Repair	\$15,000	\$0.00	\$15,000
Russell Window Repairs	\$12,000	\$0.00	\$12,000
Mechanical & Electrical Engineers Consultation	\$25,000	\$0.00	\$25,000
Planning/Feasibility	\$4,000	\$0.00	\$4,000
Design/Engineering	\$10,000	\$0.00	\$10,000
Review/Permitting	\$6,000	\$2,000	\$8,000
Russell Interior Painting	\$0	\$2,500	\$2,500
Building Signage	\$0	\$5,000	\$5,000
Gallery Hanging System	\$0	\$3,000	\$3,000
Heated Slab at Front Entry	\$0	\$5,000	\$5,000
Tent Area Hardscape	\$0	\$24,000	\$24,000
Sculpture Garden	\$0	\$50,000	\$50,000
Security Fencing – Backyard	\$0	\$26,000	\$26,000
Security System – Key Fobs, Cameras, HDrive	\$0	\$25,000	\$25,000
Standby Generator	\$0	\$20,000	\$20,000
Domestic Hot Water System Replacement	\$0	\$2,500	\$2,500
Ventilation Fan – Pottery Room	\$0	\$3,000	\$3,000
SUBTOTALS	\$400,584	\$173,500	\$574,084
Contingency (10%)	\$40,058	\$17,350	\$57,408
TOTALS	\$440,642	\$190,850	\$631,492



selective removal, corrective work on structure, and reinstallation of brick. In addition to the structural concerns, the project includes the repointing of historic Spaulding brick. Our budget includes estimated costs for scaffolding, repair or replacement of the brick, washdown and repointing the entire façade/chimney.

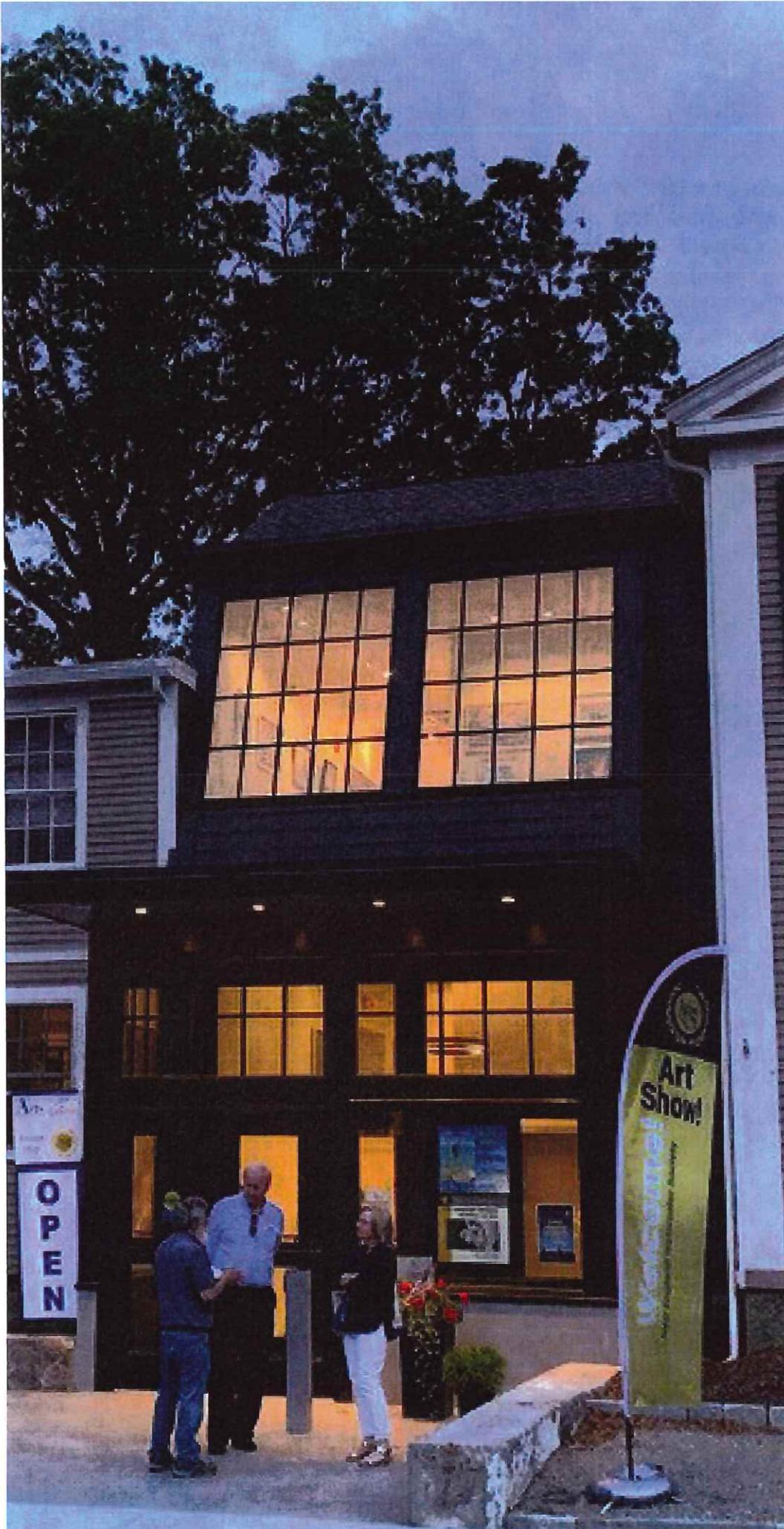
- **Brick Retaining Wall** – The SRP engineer has recommended a consultation with the Plymouth Historic Commission to review options for repair of the brick retaining wall and possible harvesting of Spaulding brick for use in the building façade repair. Our budget includes an allowance for wall reconstruction and repair.
- **Foundation** – The SRP engineer has recommended a consultation with a structural engineer to review various structural conditions in question and provide recommendations for corrective work. Our budget includes estimated costs for a structural engineer, temporary shoring, selective removal, and new concrete foundation/footing below granite at corner.
- **Entry Doors** – Repair and restoration of the wooden front entry doors of the Russell Library building.
- **Window Repairs** – Windows on the rear of the Russell Library building are in need of repair.
- **Roof** – Repair of the leaking flat roof and skylight which has caused visible interior damage.
- **Gutter** repairs (identified in the SRP as Storm Water 3) – The SRP engineer has recommended replacement with copper gutters/downspouts at the time of the roof replacement.

The Lindens

- **Foundation** – The SRP engineer has recommended raking out joints where mortar has deteriorated and pointing the granite foundation. The engineer also suggested that if the open joint extends below grade, we may want to consider selective excavation and continue pointing.
- **Rear Porch & Roof** – Due to age and degraded condition, PCA leadership has determined the need to repair the decking, add railings, and replace roof of The Lindens back porch.
- **Attic Renovations** – Remove exposed legacy knob-and-tube wiring and ensure it is completely disconnected from the upgraded electrical system. Remove unused plumbing fixtures. Create storage space for costumes and sets to support the Americana Theater (and other potential performing arts groups). Ensure the structural integrity of the floors and walls, in particular the overhanging bay window in the rear of the building.

Grounds and Complex-Wide Improvements

- **Building Safety & Security**
 - Secure Building Access (key fobs, cameras, hard drive) – The building's outdated security system should be upgraded to ensure the safety and security of the building and its contents. The budget includes a preliminary estimate for a security system with 10 cameras and hard drive storage.



**FISCAL YEAR
2022-2023
APPLICATION FOR
CPA FUNDING**

Project:
Sustained Preservation –
Repair, Restore & Enhance

Submitted to:
Plymouth Community
Preservation Committee
Plymouth Town Hall
26 Court Street
Plymouth, MA 02360

Submitted by:
Plymouth Center for the Arts
11 North Street
Plymouth, MA 02360



June 29, 2023

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- Project Description
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PROJECT DESCRIPTION

Following is a detailed description of *Project: Sustained Preservation* explaining how our proposal benefits the Town of Plymouth and how it meets CPA goals and selection criteria for Historic Preservation projects.

Plymouth Guild, Inc. took possession of our historic property at 11 North Street (the former Plymouth Public Library, built in 1902, and attached Lindens Building, which sits on an 18th Century foundation) in 2007, with funding support from the Town of Plymouth via the Community Preservation Act. At that time, the property was in disrepair, following a series of owners and tenants after the public library moved to a new building in 1991. With the support of Plymouth's Community Preservation Committee and CPA funds, in combination with funding from other grantors and donors, a team of volunteers, local artists and local contractors worked passionately to transform the tired property into a vibrant functioning space with galleries, art studios, classrooms and an Artisan Shop.

Our vision for *Project: Sustained Preservation – Repair, Restore & Enhance* is the same today as it was when we accepted responsibility for stewardship of our historic property in 2007 – create a safe, secure, accessible and welcoming environment where our community and visitors from near and far can visit to experience and create art.

In July 2020, the Plymouth Guild, Inc. and the Town of Plymouth entered into a Preservation Restriction Agreement. This agreement affirms the historic significance of the property, stating that Plymouth Guild, Inc. and the Town of Plymouth “*recognize the architectural, historic, and cultural values hereinafter ‘preservation values’ and significance of the Building [Russell Library and The Lindens], and have the common purposes of preserving the aforesaid preservation values and significance of the exterior of the Building in the context of its new use*” [as a community cultural center].

Evidence of our commitment to preserve our historic property is the successful completion in 2021 of a major accessibility project, which was also supported by CPA funds. The project included the installation of an elevator, providing ADA-compliant access to all floors of the art center complex. We also made ADA-compliant upgrades to our restrooms, common areas and staircases, and upgraded, plumbing, electrical and other facility systems and features.

Continued Stewardship of Our Historic Property

Having successfully completed our accessibility project, we have begun to turn our attention to other repair and restoration priorities. In 2022, with a grant from the Mass Cultural Council, we initiated a Systems Replacement Plan (SRP) project to identify and prioritize the capital maintenance needs of our historic property. A survey of the building envelope and mechanical systems by an independent engineering consultant resulted in a 20-year plan that includes the estimated usable-life expectancy and the approximate replacement costs of the building's structural envelope and systems.

This 20-year plan identifies a number of priorities that require immediate attention (within the next three years). These items, in combination with additional priorities identified by our Board of Directors, Facilities Committee and Finance Committee for the continued improvement of the property to support its purpose as a community arts center, serve as the basis for this application for CPA funding support.

In addition to the urgency identified for key elements of our project, the bundling of the varied elements of restoration and repair into a single focused project enables us to limit the disruption to downtown residents and adjacent businesses, art center visitors, tourists, and the Plymouth Bay Cultural District by tackling them simultaneously rather than stringing them out over the course of a lengthier timeframe.

Project Elements

Our overarching objective of this project is to address needed repairs, restoration and upgrades that will preserve and enhance the property for generations to come. Our project includes the following key elements:

Russell Library

- **Façade** – Repair and restoration of the Russell façade. The historic brick façade is separating from the building. This represents a serious structural concern, for which we will consult with a structural engineer to review various structural conditions in question and provide recommendations for corrective work. We have a preliminary cost estimate from the SRP engineer for costs associated with engaging a structural engineer, temporary shoring,

- Standby Generator – The art center requires a standby generator as a source of backup power in the event of an emergency (for life safety equipment, elevator, emergency lighting and heating).
- Security Fencing – There is a need to install fencing in the rear of the property to provide increased security for the property overall and for the artwork to be displayed in the planned Sculpture Garden.
- Final Hookup of Heating Pad under pavers at front door (installed during accessibility renovation) to create a safe entry for visitors with efficient removal of ice and snow.
- **Indoor Improvements**
 - Domestic hot water system – The SRP engineer has recommended immediate replacement of the domestic hot water system, which has surpassed its useful life.
 - Electrical and Mechanical Engineering Consultants – The SRP engineer has recommended a consultation, building assessment and recommendations by mechanical and electrical engineers.
 - Interior Painting
 - Gallery Hanging System
 - Ventilation Fan for Pottery Room
- **Outdoor improvements** to create more usable space and expand access to more areas of our property.
 - Accessibility improvements – ADA access is provided through the front entrance of the connector building which meets accessibility requirements. However, PCA leadership believes it is important to provide access to more of the outdoor spaces of our property, such as the gardens, rear deck and planned Sculpture Garden. The SRP engineer has recommended the installation of a concrete pad at the bottom of the rear deck access ramp. We wish to connect the side walkway from the street to this concrete pad and the rear access ramp.
 - Outdoor building signage – design and install building signage to clearly identify Plymouth Center for the Arts and reduce confusion for local visitors and tourists.
 - Expanded use improvements – design and install a new Sculpture Garden to display sculpture and Tent Area Hardscape for outdoor events and art classes. These two outdoor enhancements will expand the usable space of the property, providing additional opportunities to experience art.

Our Mission

Plymouth Center for the Arts is a volunteer managed and operated nonprofit organization that believes cultural experience and the arts are essential to a vibrant, healthy community. We celebrate expression and creativity, as the arts bring people of all ages together, inspiring them to discover and learn. To support this mission, it is important that our art center be affordable and accessible. We also value preservation of our historic property to further enrich our community and beyond.

Contributing to Economic Viability and Community Enrichment

Plymouth Center for the Arts is where art and history meet to create a cultural and social experience for all who visit. Located just a half block from Plymouth Rock, we serve all of Southeastern Massachusetts, as well as a strong national and international tourist population, with over 20,000 visitors per year. As the Town of Plymouth envisioned when granting the ground lease to Plymouth Guild, Inc., the Plymouth Center for the Arts now links the historic Plymouth waterfront to Main Street, benefiting residents, tourists, merchants and many other cultural organizations.

In addition to serving as an attraction for tourists, Plymouth Center for the Arts receives artwork submissions from across the region and around the world for our annual schedule of art shows. Many artists and art enthusiasts travel to Plymouth for our exhibits and other events, which include:

- Two signature annual art shows: PCA's Annual Juried Art Show (56 years running) and Fine Art of Photography Members Show
- Youth Art Show in collaboration with the Plymouth Public Schools
- A Different Vision (every three years), a tactile art show for the visually impaired
- Series of Indigenous art exhibits & lectures
- Annual Congressional Youth Art Exhibit
- Disability community-focused events, such as Art for All, The Arc of Greater Plymouth Photography Show, The Department of Developmental Services (DDS) Art Show
- Arts & crafts workshops, plein air painting, artist lectures, national art society exhibits
- Variety of performing arts programs, encompassing music, theatre and spoken word/poetry
- New England Watercolor Society annual exhibits (NEWS headquarters is now located in Plymouth Center for the Arts)

The community at large benefits from a vibrant and accessible arts and culture organization like Plymouth Center for the Arts, which is an anchor organization for the Plymouth Cultural District. This project allows us to reach beyond the Plymouth Cultural District and strengthens our capacity to impact the needs of our community in a number of ways, including:

- Strengthening our local economy – the arts are good for local businesses and create jobs; tourists seeking a cultural experience spend 60% more, on average, than other leisure travelers;
- Strengthening partnerships with organizations throughout our community – public schools, public library, Town Hall, congressional districts and agencies and nonprofits serving seniors and individuals with disabilities;
- Improving children's academic performance;



- Promoting health and wellbeing;
- Sparking creative thinking and problem solving; and
- Unifying our community, regardless of age, gender, race, income or physical ability.

For these reasons, it is incumbent upon us, as responsible custodians of our historic property, to make the needed repairs, restorations and upgrades that will ensure the historic and cultural value of our property is preserved and our art center remains a safe and welcoming community resource.

The Financial Need

Today, Plymouth Center for the Arts is primarily supported by income from Memberships, Gallery Shows, Artists Fees, Art Education Programs, Youth Art Camps, and Retail Sales from our gallery exhibits and our Artisan Shop.

We believe it is critical to our future success as a community arts and culture center, that we invest now in needed repairs and upgrades to preserve our historic facilities for generations to come. This requires us to initiate our *Plymouth Center for the Arts Preservation Project*. CPA funding will enable us to complete our project without disrupting operations or sacrificing valued programming for our community.

Track Record of Fiscal Responsibility & Commitment to the Town of Plymouth

In the 15 years since we took possession of the property at 11 North Street, our volunteers and partners have worked diligently to transform the former Russell Library and Lindens building into a vibrant community art center and beloved community resource. Our State legislators and leaders from the Mass Office of Travel and Tourism and Mass Cultural Council point to Plymouth Center for the Arts as a success story.

This would not have been possible without the unwavering support of the Town of Plymouth and its decision to award us the Community Preservation Act funds required to advance our mission. Twice the Community Preservation Committee has recommended Town Meeting fund major preservation projects that have been essential for creating a functioning and accessible facility. The first CPA project was the purchase of the property and funds for initial renovations that enabled us to open our doors in 2008 as Plymouth Center for the Arts. The second CPA-supported project was Elevate the Arts, our major accessibility renovation project that we successfully completed in 2021.

We ask that you consider our track record of fulfilling our commitments on these prior major restoration and renovation projects as you evaluate our current application for funds for *Project: Sustained Preservation*.

SPECIAL REQUIREMENTS AND/OR IMPEDIMENTS

Are there any special permit, variance or other approvals required? Are there any legal ramifications or impediments to this project?

We will seek input and approval from the Plymouth Historic District Commission regarding several elements of our project:

- restoration of the historic entry doors of the Russell Library
- repair and repointing of the library's historic brick façade
- repair and replacement of windows

To our knowledge, there are no legal ramifications or impediments to this project.

PROJECT BUDGET

Detailed project budget including any additional revenue sources. Will there be any annual costs to the town once the project is operational?

We do not anticipate any additional costs to the town once the project is operational.

Additional revenue sources we are pursuing:

- MOTT FY24 Destination Development Capital Grant – application submitted March 2023. Awards to be announced in the Summer of 2023.
- MCC Cultural Facilities Fund Capital Grant – application deadline January 2024
- Capital Campaign – we will seek donations from individuals, businesses and other donors to supplement grant funds awarded for this project.



Project Budget

Spending Category	CPA Funds Requested	Funds from Other Sources	TOTAL PROJECT BUDGET
Lindens Foundation	\$5,000	\$0.00	\$5,000
Lindens Attic Renovation	\$8,000	\$0.00	\$8,000
Lindens Rear Porch Repairs	\$20,000	\$0.00	\$20,000
Lindens Rear Porch Roof – Replace	\$4,200	\$0.00	\$4,200
Lindens Side Walkway to Rear Access Ramp	\$5,500	\$5,500	\$11,000
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Russell Façade – Historic Spaulding Brick Repointing	\$147,946	\$0.00	\$147,946
Russell Façade – Structural	\$54,363	\$0.00	\$54,363
Brick Retaining Wall; Harvest Spaulding Brick for Façade	\$30,000	\$0.00	\$30,000
Russell Flat Roof & Skylight Repairs	\$14,000	\$10,000	\$24,000
Russell Gutter Repair	\$7,720	\$0.00	\$7,720
Russell Historic Front Door Repair	\$7,500	\$7,500	\$15,000
Russell Interior Painting	\$0	\$2,500	\$2,500
Russell Window Repairs	\$12,000	\$0.00	\$12,000
Building Signage	\$0	\$5,000	\$5,000
Gallery Hanging System	\$0	\$3,000	\$3,000
Heated Slab at Front Entry	\$2,500	\$2,500	\$5,000
Tent Area Hardscape	\$0	\$24,000	\$24,000
Sculpture Garden	\$0	\$50,000	\$50,000
Security Fencing – Backyard	\$18,500	\$7,500	\$26,000
Security System – Key Fobs, Cameras, Hard Drive	\$0	\$25,000	\$25,000
Standby Generator	\$0	\$20,000	\$20,000
Domestic Hot Water System Replacement	\$2,500	\$0	\$2,500
Mechanical and Electrical Engineers Consultation	\$25,000	\$0	\$25,000
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Design/Engineering	\$8,000	\$2,000	\$10,000
Review/Permitting	\$6,000	\$2,000	\$8,000
SUBTOTALS	\$403,584	\$170,500	\$574,084
Contingency (10%)	\$40,358	\$17,050	\$57,408
TOTALS	\$443,942	\$187,550	\$631,492

PROJECT TIMELINE

We expect to initiate our project during the Summer of 2023, with the goal of completing all elements by the end of 2025. Key project milestones include:

- Summer-Fall 2023: Historic architectural consultation; design; engineering
- Winter 2023-2024: Historic District Commission review/approval; project bids; contract approval; permitting
- Spring 2024-Fall 2025: Contract work
- Winter 2025: Punch list; project conclusion; final report

SUPPORTING INFORMATION

Additional supporting information such as photographs, plot plans, and maps (if applicable).

- ATTACHMENT 1 – Images
- ATTACHMENT 2 – Systems Replacement Plan (preliminary)
- ATTACHMENT 3 – Preservation Restriction Agreement

PROPERTY TITLE INFORMATION

Applicant must provide all title information for the property.

- Notice of Lease: Doc 8999, Book 35569, Page 75, Rec Date: 2/4/2008 – Plymouth
- Deed: Doc 9000, Book 35569, Page 77, Rec Date: 2/4/2008 – 11 North St, Plymouth
- Agreement: Doc 39637, Book 54738, Page 55, Rec Date: 4/6/2021 – 11 North St, Plymouth



CONTACTS

QUESTIONS REGARDING PLYMOUTH CENTER FOR THE ARTS

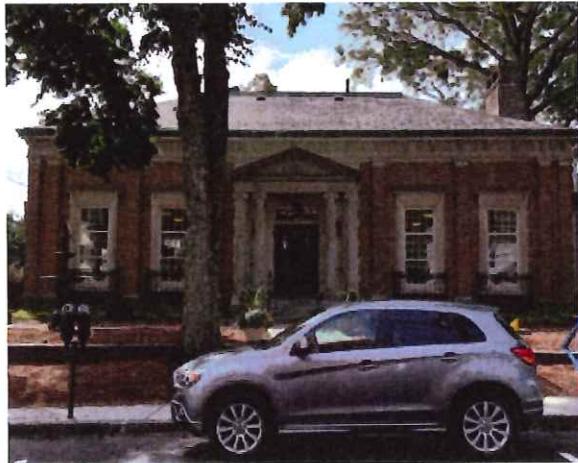
Peg Page
President, Board of Directors
Plymouth Center for the Arts
508-944-0314
Page.margaret@comcast.net

QUESTIONS REGARDING THE APPLICATION

Eileen Pacheco
Member, Board of Directors & Development Committee Co-Chair
Plymouth Center for the Arts
508-254-1440
efpacheco@gmail.com or development@artsplymouth.org

ATTACHMENT 1

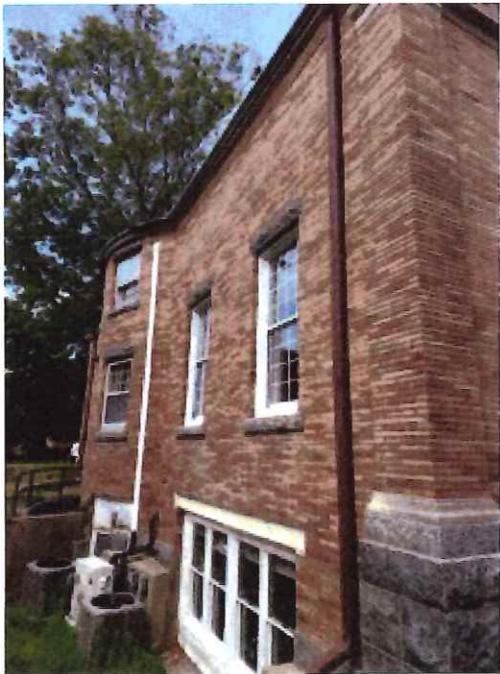
SUPPORTING INFORMATION: PHOTOS



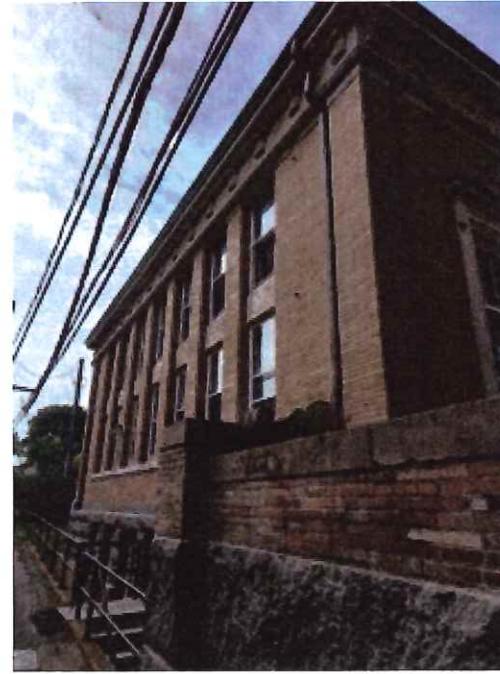
Russell Front Elevation



Russell – Spaulding Brick



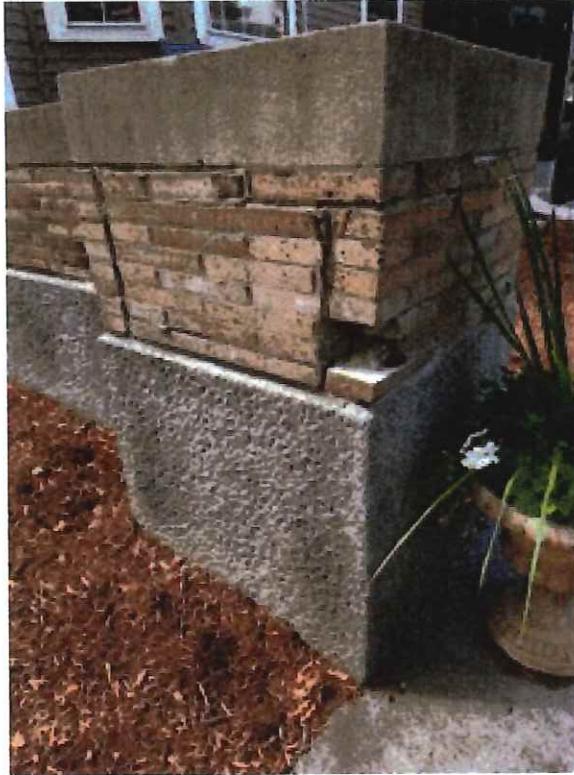
Russell – Spaulding Brick



Russell – Spaulding Brick & Retaining Wall



Russell Foundation



Russell Retaining Wall – Harvest Brick & Repair



Russell Roof & Skylight



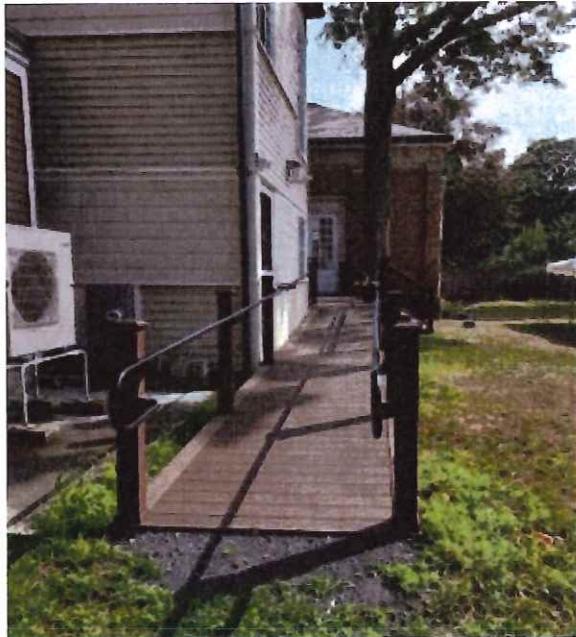
Russell Roof & Skylight



Russell Entry Doors – Require Restoration



Russell Leaking Skylight – Repair, Repaint Interior



Rear Accessibility Ramp – Needs Cement Pad Landing



Lindens Side Walkway –
To Tie into Rear Accessibility Ramp



Linens Rear Porch & Roof /
Tie In Access Ramp to West (Left) Side Walkway



Lindens Rear Porch



Plymouth Center for the Arts

Plymouth Community Preservation Committee

FISCAL YEAR 2022-2023 APPLICATION

For Plymouth Center for the Arts

Project: Sustained Preservation – Repair, Restore & Enhance

ATTACHMENT 2

SUPPORTING INFORMATION:

SYSTEMS REPLACEMENT PLAN

Plymouth Center for the Arts

20-Year Systems Replacement Plan

PRELIMINARY - APRIL 2023

2023 FIRST YEAR OF PLAN \$0 OPENING BALANCE OF RESERVE FUND 3.00% INFLATION ON PROJECT COSTS 0.00% INTEREST ON RESERVE BALANCES	20-Year Reserve Requirement* \$ 1,315,540
* value includes inflation and interest assumptions above	

Description	Quantity	SF / # units	Cost per Unit	Age	Life	Total Cost	Comments
ROOF						\$0	
Pitched Roof-Lindens Asphalt System	284		\$10	14	25	\$2,840	Consider replacement at the end of the useful life.
Pitched Roof-Lobby Building Asphalt System	844		\$10	2	25	\$8,440	Useful life extends beyond the Capital Reserve Period. Cost estimate provided for budgetary purposes.
Pitched Roof-Connector Building Asphalt Roof System	1100		\$10	2	25	\$11,000	Useful life extends beyond the Capital Reserve Period. Cost estimate provided for budgetary purposes.
Pitched Roof-Russell Build Slate Roof	4000		\$25	16	60	\$100,000	Roof is in fair condition although leaks reported. Cost estimate provided for budgetary purposes.
Flat Roof-Lobby Building EPDM Roof	400		\$15	2	15	\$6,000	Recommended at the end of the useful life
Flat Roof-Russell Building	480		\$60	16	30	\$24,000	Recommended inspection of the flat roof system to determine condition. Estimate provided.
Storm Water 1	200		\$12	14	25	\$2,400	Recommend replacement at the time of the roof replacement in Year 11. Cost estimate includes removal and replacement. Note:
Storm Water 2	345		\$12	2	25	\$4,140	Useful life extends beyond the Capital Reserve Period. Cost estimate has been provided for budgetary purposes. Cost estimate includes removal and replacement.
Storm Water 3	386		\$20	14	25	\$7,720	Cost estimate includes removal and replacement; our recommendation is for copper gutters/downspouts - recommend keeping the cost as submitted in report
						\$0	
WINDOWS						\$0	
Wood Frame Divided Lite Non-Insulated Glass Windows	388		\$150		25	\$58,200	Recommend restoration on an as-needed basis. Cost estimate includes removal of existing door and frame. Installation of new including door hardware to comply with Landmark/Historic District requirements.
Wood Frame Divided Lite Insulated Glass Windows	120		\$85	2	25	\$10,200	Recommend restoration on an as-needed basis. Cost estimate includes removal of existing door and frame. Installation of new including door hardware to comply with Landmark/Historic District requirements.
Wood Frame Divided Lite Insulated Glass Windows	267		\$85	2	25	\$22,695	Useful life extends beyond the Capital Reserve Period. Cost estimate has been provided for budgetary purposes. Cost estimate includes removal and replacement.
Wood Frame Divided Lite Non-Insulated Glass Windows	581		\$150	2	25	\$87,150	Useful life extends beyond the Capital Reserve Period. Cost estimate has been provided for budgetary purposes. Cost estimate includes removal and replacement.
Glass Block	36		\$35	2	40	\$1,260	Useful life extends beyond the Capital Reserve Period. Cost estimate has been provided for budgetary purposes. Cost estimate includes removal and replacement.
Storefront Windows	158		\$100	2	25	\$15,000	Useful life extends beyond the Capital Reserve Period. Cost estimate has been provided for budgetary purposes. Cost estimate includes removal and replacement.
Interior Vision Panels	100		\$100	2	25	\$10,000	Useful life extends beyond the Capital Reserve Period. Cost estimate has been provided for budgetary purposes. Cost estimate includes removal and replacement.
						\$0	
						\$0	
DOORS						\$0	
Linden Rear Doors	2		\$6,500		25	\$13,000	Recommend restoration on an as-needed basis. Cost estimate includes removal of existing door and frame. Installation of new including door hardware to comply with Landmark/Historic District requirements.
Exterior Wood Frame Panel Door	1		\$1,500		25	\$1,500	Recommend restoration on an as-needed basis. Cost estimate includes removal of existing door and frame. Installation of new including door hardware to comply with Landmark/Historic District requirements.
Composite Frame Insulated Glass Entry Door	1		\$2,000	2	25	\$2,000	Useful life extends beyond the Capital Reserve Period. Cost estimate has been provided for budgetary purposes. Cost estimate includes removal and replacement.
Storefront Entry Doors-Pair	1		\$7,500	2	25	\$7,500	Useful life extends beyond the Capital Reserve Period. Cost estimate has been provided for budgetary purposes. Cost estimate includes removal and replacement.
Storefront Vestibule Doors-Pair	1		\$7,500	2	25	\$7,500	Useful life extends beyond the Capital Reserve Period. Cost estimate has been provided for budgetary purposes. Cost estimate includes removal and replacement.
Storefront Entry Door-Single	1		\$2,500	2	25	\$2,500	Useful life extends beyond the Capital Reserve Period. Cost estimate has been provided for budgetary purposes. Cost estimate includes removal and replacement.
Interior Wood Door-Single	43		\$850		25	\$36,550	Recommend replacement on an as-needed basis. Cost estimate includes removal of existing door and frame. Installation of new including door hardware.
Russell Front Door	2		\$6,000	20	21	\$12,000	
ENERGY EFFICIENCY OF BUILDING ENVELOPE						\$0	
Floor & Wall Cavity Insulation	9892		\$3	120		\$29,678	Recommend probing the exterior walls to determine whether or not the walls have insulation in place. If insulation is not in place and the cavity is sufficient we have provided an estimate for blown in insulation for consideration. Cost includes patching the holes from probes
						\$0	
HVAC						\$0	
Heating System	1000000		\$0	13	20	\$120,000	Recommend replacement at the end of the useful life. Cost estimate includes removal/disposal of existing units, all new piping, pumps, breeching and control wiring.
Air Conditioning System-The Russell Fan Coil Units	8		\$1,500	11	20	\$12,000	Recommend replacement at the end of the useful life. Cost estimate includes removal/disposal of existing units, all new piping, pumps, breeching and control wiring.
Air Conditioning System-The Russell Condensing Units	8		\$3,500	11	20	\$28,000	Recommend replacement at the end of the useful life. Cost estimate includes removal/disposal of existing units, all new piping, pumps, breeching and control wiring.
Mini-Split Air Conditioning Units-Lindens	6		\$3,500	1	15	\$21,000	Recommend replacement at the end of the useful life. Cost estimate includes removal/disposal of existing units, all new piping, pumps, breeching and control wiring.
Energy Recovery Ventilator	1500		\$18	2	15	\$27,000	Recommend consideration be given to installation of an energy recovery ventilation system (ERV) to provide sufficient air exchange and better air quality for building occupants. Cost estimate includes equipment, all new piping, electric connections.
Dehumidifier	1		\$4,500	11	15	\$4,500	Recommend replacement at the end of the useful life. Cost estimate includes removal/disposal of existing units, all new piping, pumps, breeching and control wiring.
Mechanical Engineer Consultation	1		\$10,000	5		\$10,000	An allowance has been provided for consultation, building assessment and recommendations by a mechanical engineer.
Ventilation Fan In Pottery Room (lower level Russ)	1		\$3,000	16		\$3,000	1,200 CFM for the ventilation of the Pottery Room. Cost to supply and install an inline 1200 cfm ventilator is estimated at \$3,000.
ELECTRICAL/LIGHTING						\$0	
Electrical Distribution	1		\$15,000		60	\$15,000	An allowance has been provided for consultation, building assessment and recommendations by a mechanical engineer.
Lighting	1		\$50,000	3	25	\$50,000	Lobby and Connector Buildings which extends beyond the useful life. Most overhead lighting was replaced in 2020 through MassSave program. The Russell and The Lindens have existing lighting that may require replacement or
Fire Alarm System	15000		\$4	1	15	\$60,000	Recommend replacement of the fire alarm system at the end of the useful life.
Security/Building Access Systems	1		\$25,000	18	15	\$25,000	systems would be when the exterior doors are replaced. An allowance has been provided including \$5,000 for access systems and \$20,000 for a security system with 10 cameras and hard drive storage.
Emergency Lighting and Exit Sign	1		\$10,000	1	25	\$10,000	Recommend replacement at the end of the useful life. An allowance has been provided.

Emergency Generator	1	\$60,000		25	\$60,000	Recommend consideration be given to an emergency generator for life safety equipment, elevator, emergency lighting and heating. An estimate for a 100kW gas fired generator including electrical work to add Emergency panels and transfer switch, as well as, gas piping and connections.
Main Entry Doors electrical hook up	1	\$1,500			\$1,500	coil is already installed in the sidewalk we can provide an allowance for a complete circuit from the panel to the point of connection provided the coils in the sidewalk are electric - \$1,500.
					\$0	
					\$0	
PLUMBING					\$0	
Bathroom Fixtures	8	\$750	1	25	\$6,000	Useful life extends beyond the Capital Reserve Period. Cost estimate has been provided for budgetary purposes. Cost estimate includes removal and replacement.
Backflow Prevention	1	\$3,500	1	25	\$3,500	Useful life extends beyond the Capital Reserve Period. Cost estimate has been provided for budgetary purposes. Cost estimate includes removal and replacement.
Ejector Pump	1	\$1,500	1	16	\$1,500	Recommend installation of backflow prevention if not currently in place. Replacement costs provided.
Domestic Hot Water	1	\$2,500	17	15	\$2,500	Replacement Immediately recommended as the useful life has been surpassed
					\$0	
					\$0	
					\$0	
FIRE SUPPRESSION					\$0	
Compressor/Dry Alarm Valve	1	\$3,000	1	15	\$3,000	Recommend replacement at the end of useful life. Cost estimate includes removal and replacement.
Fire Extinguishers	8	\$150	0	5	\$1,200	Recommend charging the fire extinguishers annually. There should be two fire extinguishers per floor. Allowance provided for replacement.
					\$0	
					\$0	
					\$0	
ACCESSIBILITY					\$0	
Building Entry-Ramp	1	\$750	2	20	\$750	Recommend installation of concrete pad at the bottom of the ramp.
					\$0	
					\$0	
EXTERIOR WOODWORK					\$0	
Exterior Trim-Lindens	1	\$44,991	11	25	\$44,991	Recommend replacement/restoration at the end of the useful life. A cost allowance has been provided. Detail costs are detailed under Woodwork tab in this report.
Exterior Trim-Lobby Building	1	\$9,919	1	25	\$9,919	Useful life extends beyond the Capital Reserve Period. Cost estimate has been provided for budgetary purposes. Cost estimate includes removal and replacement.
Exterior Trim-Connector Building	1	\$40,362	1	25	\$40,362	Useful life extends beyond the Capital Reserve Period. Cost estimate has been provided for budgetary purposes. Cost estimate includes removal and replacement.
Exterior Façade-The Lindens	1	\$14	11	20	\$40,880	Recommend that areas showing wear and peeling of the paint be addressed immediately. Otherwise, recommend replacement at the end of the useful life. Cost estimate includes removal and replacement.
Exterior Façade-Lobby Building	2920	\$14				Recommend that areas showing wear and peeling of the paint be addressed immediately. Otherwise, recommend replacement at the end of the useful life. Cost estimate includes removal and replacement.
Exterior Façade-Connector Building	1400	\$14	2	20	\$19,600	Recommend that areas showing wear and peeling of the paint be addressed immediately. Otherwise, recommend replacement at the end of the useful life. Cost estimate includes removal and replacement.
Exterior Façade-Lobby & Connector Building	1700	\$14	2	20	\$23,800	Recommend that areas showing wear and peeling of the paint be addressed immediately. Otherwise, recommend replacement at the end of the useful life. Cost estimate includes removal and replacement.
					\$0	
					\$0	
					\$0	
CONSTRUCTION ISSUES AND CONCERNS					\$0	
Foundation-The Lindens	1	\$5,000	190	50	\$6,000	Recommend raking our joints where mortar has deteriorate and pointing the granite foundation. If the open joint extends below grade may want to consider selective excavation and continue pointing. An allowance has been provided.
Foundation-The Russell	1	\$20,000	47	50	\$20,000	recommendations for corrective work. Cost estimate is provided as follows: Structural Engineer - \$5,000, Temporary shoring - \$2,000, selective removal - \$5,000, new concrete foundation/footing below granite at corner - \$6,000
Façade-The Russell (structural)	1	\$50,000	47	50	\$50,000	question and provide recommendations for corrective work. Cost estimate is provided as follows: Structural Engineer - \$15,000, Temporary shoring - \$5,000, selective removal - \$15,000, Corrective work on structure - \$5,000 and
Façade-The Russell (spaulding brick)	5412	\$25	47	50	\$135,300	Recommend repairing or replacing the Spaulding brick. Repair the entire facade/chimney. Cost estimate includes scaffolding, pointing and wash down.
Retaining Wall	100	\$300	120	50	\$30,000	Recommend consultation with the Landmark/Historic Counsel to review option for repair an possible harnessing of brick for use in the building facade repair. An allowance for wall reconstruction and repair is provided.
					\$0	
GENERAL					\$0	
Floor Finishes-The Russell Classroom	672	\$6	16	16	\$4,032	Recommend replacement on an as-needed basis. Cost estimate includes removal and replacement.
Floor Finishes-Lindens and Russell Wood Flooring	3556	\$2	16	5	\$7,112	Sand, stripe and apply new finish every five (5) years.
Floor Finishes-Porcelain tile/ceramic	529	\$25	2	26	\$13,225	Useful life extends beyond the Capital Reserve Period. Cost estimate has been provided for budgetary purposes. Cost estimate includes removal and replacement.
Floor Finishes-Rubber Vinyl Floor	800	\$7	2	20	\$5,600	Recommend replacement at the end of useful life. Cost estimate includes removal and replacement.
Floor Finishes-Engineered throughout all buildings	4665	\$10	20	20	\$46,650	Recommend replacement on an as-needed basis. Cost estimate has been provided for budgetary purposes. Cost estimate includes removal and replacement.
UPDATES:					\$0	
Back Porch	1	\$20,000	20	21	\$20,000	
Main Entrance: Healing Pad Beneath Pavers	1	\$6,000	2	21	\$6,000	Hookup installed electrical for heated slab outside main entry doors.
Rear porch & roof (Lindens)	280	\$15			\$4,200	porch roof of the Lindens we would estimate the roof replacement as follows - 280sf @ \$15/sf for a total of \$4,200 which includes removal, replacement of damaged/rotted roof decking and installation of new over layment
Lindens Side walkway for accessibility	500	\$12	16		\$6,000	requirements. However, we are providing an estimate for the sidewalk extension to the accessibility ramp in the rear of the connector building as follows: Concrete walk approximately 600sf x \$12/sf = \$6,000.
Russell Pair of Entry Doors	1	\$7,500			\$7,500	Restoration of The Russell entry doors - \$5,000 to \$7,500

Plymouth Guild		Year 1	Year 2	Year 3	Year 4	Year 5
Description		2023	2024	2025	2026	2027
ROOF		-	-	-	-	-
Pitched Roof-Lindens Asphalt System		-	-	-	-	-
Pitched Roof-Lobby Building Asphalt System		-	-	-	-	-
Pitched Roof-Connector Building Asphalt Roof System		-	-	-	-	-
Pitched Roof-Russell Build Slate Roof		-	-	-	-	-
Flat Roof-Lobby Building EPDM Roof		-	-	-	-	-
Flat Roof-Russell Building		24,000	-	-	-	-
Storm Water 1		-	-	-	-	-
Storm Water 2		-	-	-	-	-
Storm Water 3		7,720	-	-	-	-
		-	-	-	-	-
WINDOWS		-	-	-	-	-
Wood Frame Divided Lite Non-Insulated Glass Windows			-	-	-	58,200
Wood Frame Divided Lite Insulated Glass Windows		-	-	-	-	-
Wood Frame Divided Lite Insulated Glass Windows		-	-	-	-	-
Wood Frame Divided Lite Non-Insulated Glass Windows		-	-	-	-	-
Glass Block		-	-	-	-	-
Storefront Windows		-	-	-	-	-
Interior Vision Panels		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
DOORS		-	-	-	-	-
Linden Rear Doors			-	-	-	13,000
Exterior Wood Frame Panel Door			-	-	-	-
Composite Frame Insulated Glass Entry Door		-	-	-	-	-
Storefront Entry Doors-Pair		-	-	-	-	-
Storefront Vestibule Doors-Pair		-	-	-	-	-
Storefront Entry Door-Single		-	-	-	-	-
Interior Wood Door-Single			-	-	-	36,550
Russell Front Door		-	12,360	-	-	-
ENERGY EFFICIENCY OF BUILDING ENVELOPE		-	-	-	-	-
Floor & Wall Cavity Insulation		-	-	-	-	-
		-	-	-	-	-

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HVAC			-	-	-	-	-	-
Heating System			-	-	-	-	-	-
Air Conditioning System-The Russell Fan Coil Units			-	-	-	-	-	-
Air Conditioning System-The Russell Condensing Units			-	-	-	-	-	-
Mini-Split Air Conditioning Units-Lindens			-	-	-	-	-	-
Energy Recovery Ventilator			-	-	-	-	-	-
Dehumidifier			-	-	-	-	-	-
Mechanical Engineer Consultation			-	-	-	-	-	-
Ventillation Fan in Pottery Room (lower level Rusell)			-	-	-	-	-	-
ELECTRICAL/LIGHTING			-	-	-	-	-	-
Electrical Distribution			-	-	-	-	-	-
Lighting			-	-	-	-	-	-
Fire Alarm System			-	-	-	-	-	-
Security/Building Access Systems		25,000	-	-	-	-	-	-
Emergency Lighting and Exit Sign		-	-	-	-	-	-	-
Emergency Generator		20,000	-	-	-	-	-	-
Main Entry Doors electrical hook up		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
PLUMBING			-	-	-	-	-	-
Bathroom Fixtures		-	-	-	-	-	-	-
Backflow Prevention		-	-	-	-	-	-	-
Ejector Pump		-	-	-	-	-	-	-
Domestic Hot Water			-	2,500	-	-	-	-
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
FIRE SUPPRESSION			-	-	-	-	-	-
Compressor/Dry Alarm Valve		-	-	-	-	-	-	-
Fire Extinguishers		1,200	-	-	-	-	-	-
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
ACCESSIBILITY			-	-	-	-	-	-
Building Entry-Ramp			-	-	-	-	-	-

		-	-	-	-	-	-
		-	-	-	-	-	-
EXTERIOR WOODWORK		-	-	-	-	-	-
Exterior Trim-Lindens		-	-	-	-	-	-
Exterior Trim-Lobby Building		-	-	-	-	-	-
Exterior Trim-Connector Building		-	-	-	-	-	-
Exterior Façade-The Lindens		-	-	-	-	-	-
Exterior Façade-Lobby Building		-	-	-	-	-	-
Exterior Façade-Lobby & Connector Building		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
CONSTRUCTION ISSUES AND CONCERNS		-	-	-	-	-	-
Foundation-The Lindens			5,000	-	-	-	-
Foundation-The Russell		-	21,855	-	-	-	-
Façade-The Russell (structural)		-	-	54,636	-	-	-
Façade-The Russell (spaulding brick)		-	-	147,846	-	-	-
Retaining Wall			30,000	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
GENERAL		-	-	-	-	-	-
Floor Finishes-The Russell Classroom			-	-	-	-	-
Floor Finishes-Linden and Russell Wood Floring			-	-	-	-	7,112
Floor Finishes-Porcelain tile/ceramic		-	-	-	-	-	-
Floor Finishes-Roppe Vinyl Floor		-	-	-	-	-	-
Floor Finishes-Engineered throughout all buildings			-	-	-	-	-
UPDATES:		-	-	-	-	-	-
Back Porch		-	20,600	-	-	-	-
Heating Pad		5,000	-	-	-	-	-
Rear porch & roof (Lindens)		-	-	-	-	-	-
Lindens Side walkway for accessibility		-	-	-	-	-	-
Yearly Total:		\$82,920	\$89,815	\$204,982	\$0	\$114,862	

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Plymouth Guild	Year 6	Year 7	Year 8	Year 9	Year 10
Description	2028	2029	2030	2031	2032
ROOF					
Pitched Roof-Lindens Asphalt System	-	-	-	-	-
Pitched Roof-Lobby Building Asphalt System	-	-	-	-	-
Pitched Roof-Connector Building Asphalt Roof System	-	-	-	-	-
Pitched Roof-Russell Build Slate Roof	-	-	-	-	-
Flat Roof-Lobby Building EPDM Roof	-	-	-	-	-
Flat Roof-Russell Building	-	-	-	-	-
Storm Water 1	-	-	-	-	-
Storm Water 2	-	-	-	-	-
Storm Water 3	-	-	-	-	-
	-	-	-	-	-
WINDOWS					
Wood Frame Divided Lite Non-Insulated Glass Windows	-	-	-	-	-
Wood Frame Divided Lite Insulated Glass Windows	-	-	-	-	-
Wood Frame Divided Lite Insulated Glass Windows	-	-	-	-	-
Wood Frame Divided Lite Non-Insulated Glass Windows	-	-	-	-	-
Glass Block	-	-	-	-	-
Storefront Windows	-	-	-	-	-
Interior Vision Panels	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
DOORS					
Linden Rear Doors	-	-	-	-	-
Exterior Wood Frame Panel Door	-	1,500	-	-	-
Composite Frame Insulated Glass Entry Door	-	-	-	-	-
Storefront Entry Doors-Pair					
Storefront Vestibule Doors-Pair	-	-	-	-	-
Storefront Entry Door-Single	-	-	-	-	-
Interior Wood Door-Single	-	-	-	-	-
Russell Front Door	-	-	-	-	-
ENERGY EFFICIENCY OF BUILDING ENVELOPE					
Floor & Wall Cavity Insulation	-	-	-	-	-
	-	-	-	-	-

HVAC						
Heating System	-	-	-	147,585	-	-
Air Conditioning System-The Russell Fan Coil Units	-	-	-	-	-	15,657
Air Conditioning System-The Russell Condensing Units	-	-	-	-	-	36,534
Mini-Split Air Conditioning Units-Lindens	-	-	-	-	-	-
Energy Recovery Ventilator	-	-	-	-	-	-
Dehumidifier	-	-	-	-	-	-
Mechanical Engineer Consultation	-	-	-	-	-	-
Ventillation Fan in Pottery Room (lower level Rusell)	-	-	-	-	-	-
ELECTRICAL/LIGHTING						
Electrical Distribution	15,000	-	-	-	-	-
Lighting	50,000	-	-	-	-	-
Fire Alarm System	-	-	-	-	-	-
Security/Building Access Systems	-	-	-	-	-	-
Emergency Lighting and Exit Sign	-	-	-	-	-	-
Emergency Generator	-	-	-	-	-	-
Main Entry Doors electrical hook up	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
PLUMBING						
Bathroom Fixtures	-	-	-	-	-	-
Backflow Prevention	-	-	-	-	-	-
Ejector Pump	-	-	-	-	-	-
Domestic Hot Water	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
FIRE SUPPRESSION						
Compressor/Dry Alarm Valve	-	-	-	-	-	-
Fire Extinguishers	1,391	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
ACCESSIBILITY						
Building Entry-Ramp	-	-	-	-	-	-

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EXTERIOR WOODWORK		-	-	-	-	-
Exterior Trim-Lindens		-	-	-	-	-
Exterior Trim-Lobby Building		-	-	-	-	-
Exterior Trim-Connector Building		-	-	-	-	-
Exterior Façade-The Lindens		-	-	-	-	53,339
Exterior Façade-Lobby Building		-	-	-	-	-
Exterior Façade-Lobby & Connector Building		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
CONSTRUCTION ISSUES AND CONCERNS		-	-	-	-	-
Foundation-The Lindens		-	-	-	-	-
Foundation-The Russell		-	-	-	-	-
Façade-The Russell (structural)		-	-	-	-	-
Façade-The Russell (spaulding brick)		-	-	-	-	-
Retaining Wall		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
GENERAL		-	-	-	-	-
Floor Finishes-The Russell Classroom		-	4,032	-	-	-
Floor Finishes-Linden and Russell Wood Floring	8,245	-	-	-	-	-
Floor Finishes-Porcelain tile/ceramic		-	-	-	-	-
Floor Finishes-Roppe Vinyl Floor		-	-	-	-	-
Floor Finishes-Engineered throughout all buildings		-	46,650	-	-	-
UPDATES:		-	-	-	-	-
Back Porch		-	-	-	-	-
Heating Pad		-	-	-	-	-
Rear porch & roof (Lindens)		-	-	-	-	-
Lindens Side walkway for accessibility		-	-	-	-	-
Yearly Total:		\$74,636	\$52,182	\$147,585	\$0	\$105,530

Plymouth Guild	Year 11	Year 12	Year 13	Year 14	Year 15
Description	2033	2034	2035	2036	2037
ROOF	-	-	-	-	-
Pitched Roof-Lindens Asphalt System	-	3,931	-	-	-
Pitched Roof-Lobby Building Asphalt System	-	-	-	-	-
Pitched Roof-Connector Building Asphalt Roof System	-	-	-	-	-
Pitched Roof-Russell Build Slate Roof	-	-	-	-	-
Flat Roof-Lobby Building EPDM Roof	-	-	-	8,811	-
Flat Roof-Russell Building	-	-	-	-	-
Storm Water 1	-	3,322	-	-	-
Storm Water 2	-	-	-	-	-
Storm Water 3	-	-	-	-	-
-	-	-	-	-	-
WINDOWS	-	-	-	-	-
Wood Frame Divided Lite Non-Insulated Glass Windows	-	-	-	-	-
Wood Frame Divided Lite Insulated Glass Windows	-	-	-	-	-
Wood Frame Divided Lite Insulated Glass Windows	-	-	-	-	-
Wood Frame Divided Lite Non-Insulated Glass Windows	-	-	-	-	-
Glass Block	-	-	-	-	-
Storefront Windows	-	-	-	-	-
Interior Vision Panels	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
DOORS	-	-	-	-	-
Linden Rear Doors	-	-	-	-	-
Exterior Wood Frame Panel Door	-	-	-	-	-
Composite Frame Insulated Glass Entry Door	-	-	-	-	-
Storefront Entry Doors-Pair	-	-	-	-	-
Storefront Vestibule Doors-Pair	-	-	-	-	-
Storefront Entry Door-Single	-	-	-	-	-
Interior Wood Door-Single	-	-	-	-	-
Russell Front Door	-	-	-	-	-
ENERGY EFFICIENCY OF BUILDING ENVELOPE	-	-	-	-	-
Floor & Wall Cavity Insulation	-	-	-	-	-
-	-	-	-	-	-

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HVAC	-	-	-	-	-	-
Heating System	-	-	-	-	-	-
Air Conditioning System-The Russell Fan Coil Units	-	-	-	-	-	-
Air Conditioning System-The Russell Condensing Units	-	-	-	-	-	-
Mini-Split Air Conditioning Units-Lindens	-	-	-	-	-	31,764
Energy Recovery Ventilator	-	-	-	-	-	-
Dehumidifier	-	-	-	-	-	6,807
Mechanical Engineer Consultation	-	-	-	-	-	-
Ventillation Fan in Pottery Room (lower level Rusell)	-	-	-	-	-	-
ELECTRICAL/LIGHTING	-	-	-	-	-	-
Electrical Distribution	-	-	-	-	-	-
Lighting	-	-	-	-	-	-
Fire Alarm System	-	-	-	-	-	90,755
Security/Building Access Systems	-	-	-	-	-	-
Emergency Lighting and Exit Sign	-	-	-	-	-	-
Emergency Generator	-	-	-	-	-	-
Main Entry Doors electrical hook up	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
PLUMBING	-	-	-	-	-	-
Bathroom Fixtures	-	-	-	-	-	-
Backflow Prevention	-	-	-	-	-	-
Ejector Pump	-	-	-	-	-	2,269
Domestic Hot Water	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
FIRE SUPPRESSION	-	-	-	-	-	-
Compressor/Dry Alarm Valve	-	-	-	-	-	4,538
Fire Extinguishers	1,613	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
ACCESSIBILITY	-	-	-	-	-	-
Building Entry-Ramp	-	-	-	-	-	-

	-	-	-	-	-
EXTERIOR WOODWORK	-	-	-	-	-
Exterior Trim-Lindens	-	-	-	-	68,053
Exterior Trim-Lobby Building	-	-	-	-	-
Exterior Trim-Connector Building	-	-	-	-	-
Exterior Façade-The Lindens	-	-	-	-	-
Exterior Façade-Lobby Building	-	-	-	-	-
Exterior Façade-Lobby & Connector Building	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
CONSTRUCTION ISSUES AND CONCERNS	-	-	-	-	-
Foundation-The Lindens	-	-	-	-	-
Foundation-The Russell	-	-	-	-	-
Façade-The Russell (structural)	-	-	-	-	-
Façade-The Russell (spaulding brick)	-	-	-	-	-
Retaining Wall	-	-	-	-	-
	-	-	-	-	-
GENERAL	-	-	-	-	-
Floor Finishes-The Russell Classroom	-	-	-	-	-
Floor Finishes-Linden and Russell Wood Floring	9,558	-	-	-	-
Floor Finishes-Porcelain tile/ceramic	-	-	-	-	-
Floor Finishes-Roppe Vinyl Floor	-	-	-	-	-
Floor Finishes-Engineered throughout all buildings	-	-	-	-	-
UPDATES:	-	-	-	-	-
Back Porch	-	-	-	-	-
Heating Pad	-	-	-	-	-
Rear porch & roof (Lindens)	-	-	-	-	-
Lindens Side walkway for accessibility	-	-	-	-	-
Yearly Total:	\$11,171	\$7,253	\$0	\$8,811	\$204,186



Plymouth Guild	Year 16	Year 17	Year 18	Year 19	Year 20
Description	2038	2039	2040	2041	2042
ROOF	-	-	-	-	-
Pitched Roof-Lindens Asphalt System	-	-	-	-	-
Pitched Roof-Lobby Building Asphalt System	-	-	-	-	-
Pitched Roof-Connector Building Asphalt Roof System	-	-	-	-	-
Pitched Roof-Russell Build Slate Roof	-	-	-	-	-
Flat Roof-Lobby Building EPDM Roof	-	-	-	-	-
Flat Roof-Russell Building	-	-	-	-	-
Storm Water 1	-	-	-	-	-
Storm Water 2	-	-	-	-	-
Storm Water 3	-	-	-	-	-
	-	-	-	-	-
WINDOWS	-	-	-	-	-
Wood Frame Divided Lite Non-Insulated Glass Windows	-	-	-	-	-
Wood Frame Divided Lite Insulated Glass Windows	-	-	-	-	-
Wood Frame Divided Lite Insulated Glass Windows	-	-	-	-	-
Wood Frame Divided Lite Non-Insulated Glass Windows	-	-	-	-	-
Glass Block	-	-	-	-	-
Storefront Windows	-	-	-	-	-
Interior Vision Panels	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
DOORS	-	-	-	-	-
Linden Rear Doors	-	-	-	-	-
Exterior Wood Frame Panel Door	-	-	-	-	-
Composite Frame Insulated Glass Entry Door	-	-	-	-	-
Storefront Entry Doors-Pair	-	-	-	-	-
Storefront Vestibule Doors-Pair	-	-	-	-	-
Storefront Entry Door-Single	-	-	-	-	-
Interior Wood Door-Single	-	-	-	-	-
Russell Front Door	-	-	-	-	-
ENERGY EFFICIENCY OF BUILDING ENVELOPE	-	-	-	-	-
Floor & Wall Cavity Insulation	-	-	-	-	-
	-	-	-	-	-

HVAC					
Heating System	-	-	-	-	-
Air Conditioning System-The Russell Fan Coil Units	-	-	-	-	-
Air Conditioning System-The Russell Condensing Units	-	-	-	-	-
Mini-Split Air Conditioning Units-Lindens	-	-	-	-	-
Energy Recovery Ventilator	-	-	-	-	-
Dehumidifier	-	-	-	-	-
Mechanical Engineer Consultation	-	-	-	-	-
Ventillation Fan in Pottery Room (lower level Rusell)	-	-	-	-	-
ELECTRICAL/LIGHTING					
Electrical Distribution	-	-	-	-	-
Lighting	-	-	-	-	-
Fire Alarm System	-	-	-	-	-
Security/Building Access Systems	38,949	-	-	-	-
Emergency Lighting and Exit Sign	-	-	-	-	-
Emergency Generator	-	-	-	-	-
Main Entry Doors electrical hook up	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
PLUMBING					
Bathroom Fixtures	-	-	-	-	-
Backflow Prevention	-	-	-	-	-
Ejector Pump	-	-	-	-	-
Domestic Hot Water	3,895	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
FIRE SUPPRESSION					
Compressor/Dry Alarm Valve	-	-	-	-	-
Fire Extinguishers	1,870	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
ACCESSIBILITY					
Building Entry-Ramp	-	-	-	-	1,315



	-	-	-	-	-	-
	-	-	-	-	-	-
EXTERIOR WOODWORK	-	-	-	-	-	-
Exterior Trim-Lindens	-	-	-	-	-	-
Exterior Trim-Lobby Building	-	-	-	-	-	-
Exterior Trim-Connector Building	-	-	-	-	-	-
Exterior Façade-The Lindens	-	-	-	-	-	-
Exterior Façade-Lobby Building	-	-	-	-	33,368	-
Exterior Façade-Lobby & Connector Building	-	-	-	-	40,518	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
CONSTRUCTION ISSUES AND CONCERNS	-	-	-	-	-	-
Foundation-The Lindens	-	-	-	-	-	-
Foundation-The Russell	-	-	-	-	-	-
Façade-The Russell (structural)	-	-	-	-	-	-
Façade-The Russell (spaulding brick)	-	-	-	-	-	-
Retaining Wall	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
GENERAL	-	-	-	-	-	-
Floor Finishes-The Russell Classroom	6,282	-	-	-	-	-
Floor Finishes-Linden and Russell Wood Floring	11,080	-	-	-	-	-
Floor Finishes-Porcelain tile/ceramic	-	-	-	-	-	-
Floor Finishes-Roppe Vinyl Floor	-	-	-	-	9,534	-
Floor Finishes-Engineered throughout all buildings	-	-	-	-	-	-
UPDATES:	-	-	-	-	-	-
Back Porch	-	-	-	-	-	-
Heating Pad	-	-	-	-	-	-
Rear porch & roof (Lindens)	-	-	-	-	-	-
Lindens Side walkway for accessibility	-	-	-	-	-	-
Yearly Total:	\$62,076	\$0	\$0	\$83,419	\$1,315	



Plymouth Community Preservation Committee
FISCAL YEAR 2022-2023 APPLICATION
For Plymouth Center for the Arts
Project: Sustained Preservation – Repair, Restore & Enhance

ATTACHMENT 3

SUPPORTING INFORMATION:

PRESERVATION RESTRICTION AGREEMENT

**PRESERVATION RESTRICTION AGREEMENT
BETWEEN
THE PLYMOUTH GUILD, INC.
AND
THE TOWN OF PLYMOUTH**

THIS PRESERVATION RESTRICTION AGREEMENT (this "Restriction") is made as of this 31st day of July, 2020 between Plymouth Guild, Inc., a Massachusetts non-profit corporation having a business address of 11 North Street, Plymouth, MA 02360 ("Grantor"), and the TOWN OF PLYMOUTH, a municipal corporation acting by and through its duly authorized Historical Commission having an address of 26 Court Street, Plymouth Massachusetts 02360 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is owner of a leasehold interest in and to certain real property located at 11 North Street, Plymouth, Plymouth County, Massachusetts (the "Property") pursuant to a Ground Lease from the Town of Plymouth dated January 22, 2008, notice of which is recorded with Plymouth County Registry of Deeds in Book 35569, Page 75 and is the owner in fee simple of certain improvements formerly known as The Russell Library and The Lindens and described in a deed from the Town of Plymouth to Grantor dated January 22, 2008 and recorded with Plymouth County Registry of Deeds in Book 35569, Page 77 (the "Building");

WHEREAS, Grantor executed and delivered a Preservation Restriction Agreement to the Grantee dated as of January 22, 2008 (the "2008 Restriction") which was accepted by the Grantee on February 6, 2008 which Restriction was then submitted to the Massachusetts Historical Commission for approval but the Massachusetts Historical Commission has not approved the 2008 Restriction due to the interest held by the Town of Plymouth as Lessor under the Ground Lease;

WHEREAS, the exterior of the Building has historical and architectural significance worthy of preservation;

WHEREAS, Grantee, pursuant to G.L. c. 40 §8D is authorized to accept preservation restrictions;

WHEREAS, Grantee is a governmental body as that term is used in G.L. c. 184, §32;

WHEREAS, Grantor is renovating the Building as a community cultural center, which renovation involves both interior and exterior work;

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter "preservation values") and significance of the Building, and have the common purposes of preserving the aforesaid preservation values and significance of the exterior of the Building in the context of its new use;

WHEREAS, the Building's preservation values are documented in a series of construction drawings and photographs (hereinafter, "Baseline Documentation"), incorporated herein by reference, which the parties agree provide an accurate representation of the historical and architectural features of the Building as of the date of the 2008 Restriction. In the event of any discrepancy between the two counterparts produced, the counterpart retained by Grantee shall control;

WHEREAS, the grant of a preservation restriction by Grantor to Grantee on the Property will assist in preserving and maintain the architectural, historic and cultural features of the Building for the benefit of the people of Plymouth, the Commonwealth of Massachusetts, and of the United States of America;

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept a preservation restriction in gross and in perpetuity on the Building. These restrictions and conditions shall be binding upon and may be enforced against the Grantor and its successors and assigns by the Town of Plymouth and the Grantee as holder of these restrictions. The rights and obligations created or imposed herein are deemed to be an "other restriction held by a governmental body" as that term is used in G.L. c. 184 Section 26 and as such, shall be exempt from the time limitations set forth in G.L. c. 184 Sections 26-30 (hereinafter referred to as the "Act"). In the event that such limitations shall be deemed by a court of competent jurisdiction to apply to these restrictions, these restrictions and conditions shall be binding for a period of no less than 999 years from the recording hereof. These restrictions and conditions are appurtenant to and benefit the leasehold interest held by the Town of Plymouth;

NOW, THEREFORE, in consideration of One Dollar paid, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby irrevocably grant and convey unto Grantee the Restriction in gross over the Building.

1. Purpose. It is the Purpose of this Restriction to assure that the architectural, historic, and cultural features of the exterior of the Building will be retained and maintained forever for preservation purposes and to prevent any change of the exterior of the Building that will significantly impair or interfere with its preservation values.
2. Protected Features. Grantor agrees to protect and preserve the architectural, historic and cultural features of the exterior of the Building with the exception of the rear façade.
3. Improvements. Grantor is making improvements to the Building in accordance with the Ground Lease entered into between Grantor and Grantee and has converted the Building to a community cultural arts center. The Grantor reserves the right to remove, renovate and/or reconstruct the structure connecting The Lindens and The Russell Library.
4. Prohibited Activities. The following acts or uses are expressly forbidden, except as otherwise conditioned in this Section: The Building shall not be demolished, removed or razed except as provided in Sections 10 and 20 below; the shed in the rear of the Property shall be

protected and maintained; and the fireplaces, moldings and decorative ceiling elements in the first floor of The Russell Library shall be protected and maintained.

5. Conditional Rights Requiring Approval by Grantee. Without the prior express approval of Grantee, which approval may not be unreasonably withheld but may be subject to such reasonable conditions as Grantee in its discretion may determine, Grantor shall not make any substantial changes to the architectural, historic and cultural features of the exterior of the Building with the exception of alterations to the rear façade of the Building, and with the exception of removal, renovation and/or reconstruction of the structure connecting The Lindens and The Russell Library.
6. Archaeological Activities. The conduct of archaeological activities including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by Grantor and approved in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (see G.L. c. 9 §27C, 950 CMR 70.00).
7. Standard for Review. In exercising any authority created by this Restriction to inspect the exterior of the Building; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, Grantee shall apply the Standards of the Secretary of the Interior (see 36 C.F.R. 67 and 68) as they may be amended from time to time ("Secretary's Standards")
8. Grantor's Reserved Rights Not Requiring Further Approval by Grantee. Subject to the provisions of Sections 4, 5, and 6, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by Grantee without further approval by Grantee:
 - (a) the right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair the preservation values of the exterior of the Building; and (iii) are not inconsistent with the Purpose of this Restriction;
 - (b) pursuant to the provisions of Section 4 hereof, the right to maintain and repair the exterior of the Building strictly in accordance with the Secretary's Standards. As used in this subparagraph, the right to maintain and repair shall mean the use by Grantor of in-kind materials and colors for the purpose of retaining in good condition the appearance and construction of the exterior of the Building. The right to maintain and repair as used in this subsection shall not include the right to make changes in the appearance, materials, colors, and workmanship of the exterior of the Building without the prior written approval of Grantee in accordance with the provisions of Section 5 hereof; and
 - (c) the right to make changes of any kind to the interior of the Building, provided such changes do not materially alter the appearance of the exterior of the Building in contravention of this Restriction.



9. Casualty Damage or Destruction. In the event that the Building or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify Grantee in writing within thirty (30) days of the damage or destruction, such notification to include what, if any, emergency work has already been completed.

10. Indemnification. Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Building; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Property unless such injury, death, or damage is caused directly by Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this Section, the amount of such indemnity, until discharge, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.

11. Written Notice. Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by overnight courier, registered or certified mail with return receipt requested, or hand delivered, to the addresses set forth above. Each party may change its address by a notice to such effect delivered to the other party.

12. Evidence of Compliance. Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with its obligations contained herein, or such other written confirmation that evidences the status of this Restriction to the extent of Grantee's knowledge thereof.

13. Inspection. With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the exterior of the Building on an annual basis and at such other times as Grantee may reasonably request. Grantor covenants not to unreasonably withhold its consent in determining dates and times for such inspections.

14. Grantee's Remedies. Grantee may, following thirty (30) days written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this Restriction by *ex parte* temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the exterior of the Building to the condition and appearance as of this date, reasonable wear and tear and weathering excepted. Grantee shall also have available all legal and other equitable remedies to enforce Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, after reasonable notice and opportunity to cure, Grantor shall reimburse Grantee for any reasonable costs or expenses incurred in connection with Grantee's enforcement of any of the terms of this Restriction,

including all reasonable court costs and attorneys', architectural, engineering and expert witness fees.

15. Notice from Governmental Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Building received by Grantor from any governmental authority within thirty (30) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

16. Runs with the Land. Except as provided in Section 20, the obligations imposed by this Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Property. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

17. Assignment. Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national organization, that is a "qualified organization" under Section 170(h) of the Internal Revenue Code, whose purposes, *inter alia*, are to promote preservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted be continued to be carried out. Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not be unreasonably withheld.

18. Alternate Designee. Grantee may, its discretion, remove and replace the Historical Commission as its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under applicable law.

19. Recording and Effective Date. Grantor shall do and perform at its own cost all acts necessary to the prompt recording of this instrument with the Plymouth County Registry of Deeds. Grantor and Grantee intend that the restrictions arising under this Restriction take effect on the day and year this instrument is recorded with said Registry.

20. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued ownership or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must be the results of a judicial proceeding and shall meet the requirements of the Act for extinguishment.

21. Condemnation. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to

the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. The net of such recovered proceeds shall be paid to Grantor.

22. Interpretation. The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

- (a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use herein contained.
- (b) This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in that preceding sentence, each counterpart shall constitute the entire agreement of the parties.
- (c) This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason or any statute, common law or private agreement either in existence now or at any time subsequent hereto.
- (d) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

23. Amendment. If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may be mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Building and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded with the Plymouth County Registry of Deeds. Nothing in this Section shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any such amendment.

IN WITNESS WHEREOF, Plymouth Guild, Inc. has hereunto set its hand and seal this 31st day of July, 2020

GRANTOR:

PLYMOUTH GUILD, INC.

By Margaret S. Page
Name: Margaret S. Page
President

By: Richard Mulcahy
Name: RICHARD MULCAHY
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Plymouth County, ss.

On this 31st day of July, 2020, before me, the undersigned notary public, personally appeared the above named Margaret Page, President and Richard Mulcahy, Treasurer, proved to me through satisfactory evidence of identification, which was Massachusetts driver's licenses personal identification, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily as officers of the Plymouth Guild, Inc. for its stated purposes.

Matthew G. Page
Notary Public
My commission expires: May 9, 2025



ACCEPTANCE OF DEED OF PRESERVATION RESTRICTION

The Town of Plymouth, facing bay and through its Historical Commission pursuant to the authority granted under G.L. c. 40 §8D hereby accepts the foregoing Preservation Restriction on this _____ day of _____, 2020

Town of Plymouth
By its Historical Commission

Approved by the Town of Plymouth
Board of Selectmen:

A True Copy Attest:

Town Clerk

COMMONWEALTH OF MASSACHUSETTS

Plymouth County, ss.

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared the above named _____, member of the Town of Plymouth Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which was Massachusetts driver's licenses personal identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purposes on behalf of the Town of Plymouth.

Notary Public

My commission expires: _____



Plymouth Community Preservation Committee
FISCAL YEAR 2022-2023 APPLICATION
For Plymouth Center for the Arts
Project: Sustained Preservation – Repair, Restore & Enhance

ATTACHMENT 4

SUPPORTING INFORMATION:

PLYMOUTH CENTER FOR THE ARTS

OPERATING BUDGET

Plymouth Center for the Arts
2023 Operating Budget

Category	Approved 2022 Budget	Jan-Nov Budget	Jan-Nov Act	Variance	Approved 2023 Budget
Income					
4001 · Art Sales					
Gallery	\$ 23,000.00	\$ 21,083.33	\$ 18,523.00	\$ (2,560.33)	\$ 23,000.00
NEWS	\$ 3,000.00	\$ 2,750.00	\$ 10,400.00	\$ 7,650.00	\$ 9,700.00
Artisan Shop	\$ 25,000.00	\$ 22,916.67	\$ 24,436.27	\$ 1,519.60	\$ 25,000.00
4080 · Classes	\$ 100,000.00	\$ 91,666.67	\$ 114,911.00	\$ 23,244.33	\$ 125,000.00
4082 · Art Camp	\$ 19,908.00	\$ 18,249.00	\$ 20,580.00	\$ 2,331.00	\$ 20,000.00
4100 · Guild Memberships	\$ 31,500.00	\$ 28,875.00	\$ 29,491.60	\$ 616.60	\$ 31,500.00
4125 · Annual Fund	\$ 40,000.00	\$ 36,666.67	\$ 27,308.00	\$ (9,358.67)	\$ 40,000.00
4126 · Board Contributions	\$ 10,000.00	\$ 9,166.67	\$ 854.00	\$ (8,312.67)	\$ 5,000.00
4149 · Memorial Gifts	\$ 3,000.00	\$ 2,750.00	\$ 565.00	\$ (2,185.00)	\$ 1,000.00
4151 · Donations Unrestricted	\$ 13,500.00	\$ 12,375.00	\$ 7,317.50	\$ (5,057.50)	\$ 7,500.00
4156 · Donations Restricted	\$ 34,000.00	\$ 31,166.67	\$ 35,075.00	\$ 3,908.33	\$ -
4157 · In Kind Gifts	\$ 5,000.00	\$ 4,583.33	\$ 978.30	\$ (3,605.03)	\$ 1,000.00
4183 · Award Sponsorships	\$ 2,000.00	\$ 1,833.33	\$ 3,750.00	\$ 1,916.67	\$ 5,000.00
4185 · Grants	\$ 50,000.00	\$ 45,833.33	\$ 32,500.00	\$ (13,333.33)	\$ -
4150 · Events/Tickets	\$ 6,000.00	\$ 5,500.00	\$ 4,811.50	\$ (688.50)	\$ 5,500.00
4190 · Registration Hanging Fee	\$ 35,000.00	\$ 32,083.33	\$ 32,094.55	\$ 11.22	\$ 40,000.00
4194 · Handling Fee Income	\$ 250.00	\$ 229.17	\$ 941.38	\$ 712.21	\$ 1,000.00
4230 · Rental Income Long Term	\$ 26,840.00	\$ 24,603.33	\$ 25,734.00	\$ 1,130.67	\$ 30,473.28
4231 & 4232 · Rental Inc Short Term	\$ 7,750.00	\$ 7,104.17	\$ 8,885.00	\$ 1,780.83	\$ 5,000.00
Other Misc Income	\$ -	\$ -	\$ 2,058.70	\$ 2,058.70	\$ 2,500.00
Total Revenues	\$ 435,748.00	\$ 399,435.67	\$ 401,214.80	\$ 1,779.13	\$ 378,173.28
Expenses					
5000 · Artist Payments					
Gallery	\$ 16,100.00	\$ 14,758.33	\$ 12,232.47	\$ 2,525.86	\$ 16,100.00
NEWS	\$ 2,400.00	\$ 2,200.00	\$ 8,567.74	\$ (6,367.74)	\$ 7,760.00
Artisan Shop	\$ 17,500.00	\$ 16,041.67	\$ 14,853.72	\$ 1,187.95	\$ 17,500.00
5001 · Accountant	\$ 5,000.00	\$ 4,583.33	\$ 5,550.00	\$ (966.67)	\$ 7,500.00
5003 · Artist Awards	\$ 6,500.00	\$ 5,958.33	\$ 5,892.75	\$ 65.58	\$ 7,500.00
5004 · Advertising Expense	\$ -	\$ -	\$ 25.00	\$ (25.00)	\$ 500.00
5006 · Art Scholarships	\$ 3,000.00	\$ 2,750.00	\$ -	\$ 2,750.00	\$ 2,000.00
5007, 5009, 5016 · Merchant Processing	\$ 8,380.00	\$ 7,681.67	\$ 11,318.98	\$ (3,637.31)	\$ 3,500.00
5011 · Consultant	\$ -	\$ -	\$ 32,000.00	\$ (32,000.00)	\$ -
5012 · Bookkeeping Expense	\$ 15,000.00	\$ 13,750.00	\$ 15,995.00	\$ (2,245.00)	\$ 17,000.00
5030 & 5076 · Hospitality & Caterer	\$ 8,500.00	\$ 7,791.67	\$ 9,592.98	\$ (1,801.31)	\$ 10,531.14
5034 · In-Kind Expense	\$ 5,000.00	\$ 4,583.33	\$ 978.30	\$ 3,605.03	\$ 1,000.00
5035 · Indep Contract/TEACHERS	\$ 65,949.40	\$ 60,453.62	\$ 63,334.90	\$ (2,881.28)	\$ 71,000.00
5041 · Equipment - Guild	\$ 1,020.00	\$ 935.00	\$ 5,318.95	\$ (4,383.95)	\$ 5,000.00
5052 · Demonstration	\$ 200.00	\$ 183.33	\$ 1,800.00	\$ (1,616.67)	\$ -
5060 · Postage	\$ 2,000.00	\$ 1,833.33	\$ 951.57	\$ 881.76	\$ 2,000.00
5070 · Printing	\$ 5,500.00	\$ 5,041.67	\$ 5,917.52	\$ (875.85)	\$ 5,011.20
5073 · Ribbons	\$ 650.00	\$ 595.83	\$ 733.58	\$ (137.75)	\$ 1,056.36
5074 · Judging Expense	\$ 1,200.00	\$ 1,100.00	\$ 1,350.00	\$ (250.00)	\$ 1,944.00
5077 · Entertainment-Music	\$ 2,000.00	\$ 1,833.33	\$ 2,200.00	\$ (366.67)	\$ 1,800.00
5080 · Storage	\$ -	\$ -	\$ 315.00	\$ (315.00)	\$ 3,780.00
5090 & 5088 · Maint Sub-Contractors	\$ 6,900.00	\$ 6,325.00	\$ 14,991.54	\$ (8,666.54)	\$ 15,000.00
Elevator Services	\$ 3,600.00	\$ 3,300.00	\$ -	\$ 3,300.00	\$ 3,600.00
5089 · Trash Fees	\$ 1,080.00	\$ 990.00	\$ 899.00	\$ 91.00	\$ 1,294.56
5091 · Janitorial	\$ 24,000.00	\$ 22,000.00	\$ 25,025.00	\$ (3,025.00)	\$ 30,000.00
5139 · Gas/heat	\$ 6,680.00	\$ 6,123.33	\$ 6,718.93	\$ (595.60)	\$ 8,416.12
5140 · Telephone	\$ 3,439.97	\$ 3,153.31	\$ 3,237.57	\$ (84.26)	\$ 3,804.91
5141 · Electricity	\$ 10,706.00	\$ 9,813.83	\$ 14,126.86	\$ (4,313.03)	\$ 16,118.48

Plymouth Center for the Arts
2023 Operating Budget (cont'd)

5142 · Maintenance Supplies	\$ 1,200.00	\$ 1,100.00	\$ 731.72	\$ 368.28	\$ 1,048.33
5154 · Water/Sewer Expense	\$ 1,191.00	\$ 1,091.75	\$ 1,230.24	\$ (138.49)	\$ 1,164.07
5200 & 5201 · Insurance	\$ 11,900.00	\$ 10,908.33	\$ 12,000.00	\$ (1,091.67)	\$ 13,243.68
5415 · Alarm Systems	\$ 2,500.00	\$ 2,291.67	\$ 1,507.50	\$ 784.17	\$ 1,018.80
5455 & 5457 · Landscaping Labor & Mat	\$ 4,200.00	\$ 3,850.00	\$ 5,648.51	\$ (1,798.51)	\$ 10,000.00
5456 · Snow Removal	\$ 500.00	\$ 458.33	\$ 425.00	\$ 33.33	\$ 612.00
5130 · Supplies	\$ 10,850.00	\$ 9,945.83	\$ 15,422.11	\$ (5,476.28)	\$ 19,027.37
5205 · Software	\$ 2,972.72	\$ 2,724.99	\$ 529.20	\$ 2,195.79	\$ 3,254.17
5210 · Internet/Web Hosting	\$ 500.00	\$ 458.33	\$ 3,031.10	\$ (2,572.77)	\$ 500.00
5470 · Signage	\$ 500.00	\$ 458.33	\$ 550.00	\$ (91.67)	\$ 2,000.00
6050 · Independent Contractors	\$ 16,000.00	\$ 14,666.67	\$ 12,479.00	\$ 2,187.67	\$ 14,929.92
Other Misc Expenses	\$ 2,110.00	\$ 1,934.17	\$ 1,969.14	\$ (34.97)	\$ 2,110.00
Total Direct Expense	\$ 276,729.09	\$ 253,668.33	\$ 319,450.88	\$ (65,782.55)	\$ 329,625.11
Net Income	\$ 159,018.91	\$ 145,767.33	\$ 81,763.92	\$ 67,561.68	\$ 48,548.17