



MEMORANDUM OF AGREEMENT (MOA)

Between

TOWN OF PLYMOUTH, MA

And

PLYMOUTH GROWTH AND DEVELOPMENT CORPORATION (PGDC)



I. PURPOSE AND SCOPE

As set forth in Chapter 182 of the Acts of 2002, the Commonwealth of Massachusetts and Town of Plymouth declared that a public corporation charged, inter alia, with the role of creating new public facilities and infrastructure to stimulate growth was necessary to expand the economy and tourism of the Downtown/Waterfront District and North Plymouth Village Center of the Town of Plymouth. The development, management and operation of such facilities as off-street parking and structured parking, directional and informational signage, transit service, pedestrian walkways, and public amenities were also acknowledged as essential to the preservation and enhancement of the Plymouth Downtown Waterfront District as the social, cultural, civic, governmental and institutional center of the town, and to the orderly economic and physical development of North Plymouth. Therefore, the Town of Plymouth, authorized by Special Act legislation established the Plymouth Development Corporation n/k/a Plymouth Growth and Development Corporation (PGDC), a public corporation, to address these public purposes. It is the purpose of the PGDC to aid the town, private enterprises and nonprofit organizations, and other public agencies in the speedy and orderly development or redevelopment of unused, underused or underdeveloped areas.

This Memorandum of Agreement (hereafter "MOA" or "Agreement") is made and entered into on this 15TH day of January 2020 by and between:

Town of Plymouth, Massachusetts (the Town), a municipal subdivision of the Commonwealth of Massachusetts, acting by and through its Town Manager and Board of Selectmen (hereafter Select Board), with a usual place of business at Town Hall, 26 Court Street, Plymouth, Massachusetts 02360; and

Plymouth Growth and Development Corporation (the PGDC), a non-profit public corporation created pursuant to Chapter 182 of the Acts of 2002, with a usual place of business at 40 Court Street, Suite 1, Plymouth, Massachusetts 02360.

Collectively, the Town and the PGDC may be referred to as the "Parties".

The purpose of this Memorandum of Agreement is to set forth the terms and conditions, scope of work and responsibilities of the above parties in their collaboration to promote the purposes of c. 182 of the Acts of 2002 and more specifically to stimulate economic growth and expand tourism in the Town of Plymouth.

II. BACKGROUND

WHEREAS, the PGDC was established by Chapter 182 of the Acts of 2002 (“Special Act”) for the express purpose of carrying out, inter alia, community based or economic development projects, including without limitation, developing, redeveloping, managing and operating public facilities and infrastructure including parking and transit facilities and marine dependent uses within a geographical area defined as the Development Zone, and in such other locations as may be approved by Town Meeting of the Town of Plymouth.

WHEREAS, the Development Zone is defined by the Special Act as the two (2) sections of the town known locally as the Plymouth Downtown Waterfront District and portions of the North Plymouth village center, which encompasses the contiguous area in the Town of Plymouth bounded by Stephens Field on the south, the Kingston town line on the north, the Atlantic Ocean on the east, and 500 feet west of Route 3A to the west.

WHEREAS, Article 20 of the 2004 Annual Town Meeting was approved by Town Meeting and authorized the Select Board, acting by and through its Town Manager, to enter into a contract or lease with the Plymouth Growth and Development Corporation (PGDC) for the management of the Plymouth public parking program.

WHEREAS, Article 4C of the 2016 Fall Town Meeting, as approved by Town Meeting, authorized the Select Board to borrow a sum of money in the amount of \$2,995,200 toward the construction of a new parking deck to be located on S. Russell Street adjacent to the new Town Hall, with the understanding, as presented to Town Meeting, that the PGDC will make all debt service payments and take any other actions necessary to carry out the project.

WHEREAS, upon the execution of a License Agreement by and between the Town of Plymouth and the PGDC on March 21, 2018, the Select Board expanded the geographical limits of the Development Zone to include the so-called “Town Hall Corridor,” an area that includes the off-street parking spaces in the new S. Russell parking deck, in the Burton, Cornish and Town Hall entrance lots, and all the on-street parking spaces on Russell and S. Russell Streets.

WHEREAS, the Town of Plymouth and the PGDC first entered into a Memorandum of Agreement (MOA) in 2004 that was to expire on June 30, 2009 but was extended several times to October 30, 2013; on October 24, 2013 entered into a revised MOA which temporarily expanded the Development Zone to include the parking lots and on-street parking spaces in a so-called “Courthouse Corridor” surrounding the new Town Hall while extending the MOA until October 29, 2023; on January 23, 2017 executed a First Amendment to the October 24, 2013 MOA which provided the details of the operation, management and financing of the new parking deck and other parking spaces in the Courthouse Corridor; and on March 21, 2018 executed a revised MOA with a License Agreement that officially turned the parking spaces in the Courthouse Corridor (thereafter the “Town Hall Corridor”) over to the PGDC to manage and enforce while again extending the MOA. The MOA extension approved on March 21, 2018 is due to expire on October 29, 2033 but the MOA can be extended.

WHEREAS, the Town of Plymouth and the PGDC, as the manager and operator of the Plymouth Public Parking Program (Park Plymouth), are now entering into an updated and consolidated Memorandum of Agreement (MOA) which acknowledges all relevant terms of agreement contained in previous agreements, amendments and licenses.

NOW, THEREFORE, the Parties hereto agree as follows:

III. PGDC OBLIGATIONS

The PGDC shall undertake the following activities under this MOA:

- A. The PGDC shall develop, implement and periodically update through a collaborative relationship with the Town of Plymouth a comprehensive Parking Management Plan dated January 4, 2012 that encompasses on- and off-street Town-owned public parking spaces within the Downtown/Waterfront Districts, North Plymouth, and the Town Hall Corridor, as well as all privately-owned public parking spaces leased or owned by the PGDC within the Development Zone and Town Hall Corridor.
- B. The PGDC, through Park Plymouth, will manage all public parking spaces in its Development Zone and Town Hall Corridor, including but not limited to locations where there is unlimited free, timed or paid, on-or off-street parking so designated in the latest revisions of the parking plan approved by the PGDC. The management of parking spaces in the Town Hall Corridor shall be governed by the restrictions described in **Exhibit 1**.
- C. The PGDC will be responsible for all costs associated with the purchase, installation and maintenance of parking revenue and collection equipment and accessories necessary to support on- and off-street parking operations at all Town-owned or PGDC-owned and leased parking facilities in the Development Zone and Town Hall Corridor;
- D. The PGDC will be responsible for all costs associated with the purchase, installation and maintenance of parking-related striping/signage needed to implement the parking plan at all Town-owned or PGDC-owned and leased parking facilities (on- and off-street) in the Development Zone and Town Hall Corridor, in accordance with the terms of all applicable and current Town of Plymouth collective bargaining agreements. The PDGC, at its discretion, may fund and facilitate the sealcoating of any Town-owned parking facility in the Development Zone and Town Hall Corridor.
- E. The PGDC will be responsible for the hiring of all staff necessary to administer and deliver the services required under this MOA in accordance with the policies and procedures contained in a comprehensive PGDC Personnel Manual most recently amended on July 10, 2019. The PGDC agrees that (i) no person shall, on the grounds of race, color, national origin, ancestry, sex, sexual orientation, religious creed, age, and (ii) no otherwise qualified handicapped person shall, solely by reason of his/her handicap, be denied employment by

the PGDC or be subjected to discrimination in connection with the scope of such employee's employment. It is furthermore agreed that at no time shall an employee of the PGDC be deemed an employee of the Town of Plymouth.

- F. The PGDC will have the financial independence to enter into any contractual arrangements necessary to accomplish its management, operations and enforcement responsibilities with the understanding that the PGDC will be responsible for the compliance of all subcontractors to the requirements of federal, state, and municipal laws, ordinances, rules, and regulations as may be applicable to their performance pursuant to this Agreement and in accordance with its enabling Special Act.
- G. To prevent fraud, waste or abuse in the expenditure of its funds, the PGDC shall conform with the requirements of the Uniform Procurement Act, M.G.L. c. 30B (Chapter 30B) when procuring supplies or services necessary to perform its duties and responsibilities, or in the acquisition, leasing or sale or disposition of real property.
- H. The PGDC, as the management operator (not owner) of Town-owned parking facilities in the Development Zone and Town Hall Corridor, and as a non-profit public corporation created by the Town of Plymouth, is not responsible for the payment of taxes on any PGDC-owned or Town-owned facilities or structures under its management in the Development Zone and Town Hall Corridor; however, the Town and the PGDC may agree upon a sum to be paid annually in lieu of real estate taxes for real estate property that has been acquired and is not being used by the PGDC for essential public and governmental purposes.
- I. The PGDC may periodically recommend to the Town proposals regarding the reconfiguration of current on-street and off-street parking layouts to maximize parking efficiency;
 - 1) reconfiguration recommendations and minor changes to parking regulations will be submitted by the PGDC for review by the Plymouth Parking & Traffic Task Force prior to bringing them to the Select Board for approval as changes to the Traffic Rules and Orders;
 - 2) if the PGDC disagrees with reviews provided by the Plymouth Parking & Traffic Task Force, the PGDC may submit recommendations directly to the Select Board.
- J. The PGDC will be responsible for the collection of all revenues generated by established daily parking rates and the issuance of fines and penalties for parking violations at all Town-owned on- and off-street parking spaces and privately-owned parking spaces leased by the PGDC for public use in the Development Zone and Town Hall Corridor;
 - 1) a portion of net revenue will be used or set aside specifically for the management, improvement or expansion of the parking program;

- 2) a percentage of net revenue may be contributed as grants to the Town, local businesses or organizations for projects or events that are officially supported by the Town and require town services for their delivery; or that contribute to economic vitality by attracting customers and visitors to businesses in the Development Zone. Guidelines for the issuance of such grants shall be reflected in a Community Reinvestment Policy that is adopted by the PGDC and provided annually to the Select Board with a written report describing all grants issued during the preceding year.
- K. The PGDC shall manage and enforce all parking in the Development Zone and in the Town Hall Corridor per the signage that has been approved by the PGDC Board and posted in accordance with approved enforcement hours, daily parking fees, parking violation fine schedules, and other rules and regulations;
- 1) if paid parking is extended into the evening hours, the PGDC will pay all costs associated with enforcing parking to later hours;
 - 2) if metered parking areas are expanded, the PGDC will pay all costs associated with enforcement and collections;
 - 3) if un-metered timed parking areas are expanded, the PGDC will pay all costs associated with enforcement.
 - 4) The PGDC will process all parking citations issued by the Plymouth Police Department and make quarterly payments to the Town in an amount that represents 75% of the payments received during the previous 3-month period for parking violations in areas outside of the Development Zone and Town Hall Corridor;
 - 5) The PGDC will process all parking citations issued by the Plymouth Harbormaster and make quarterly payments to the Town in an amount that represents 75% of the payments received during the previous 3-month period for parking violations in the area of the state boat ramp;
 - 6) The PGDC will process all parking citations issued in Plymouth for the violation of handicapped parking regulations and make quarterly payments to the Town Commission on Disabilities in an amount that represents 75% of the payments received from the \$200 citations during the previous 3-month period for such parking violations;
 - 7) The PGDC will make monthly payments to the Town equal to the value of the Massachusetts Registry of Motor Vehicles (RMV) marking fees that have been paid in full during the previous month by those who received parking citations in the Town of Plymouth and incurred the RMV marking fee for failure to pay their parking citation(s) in a timely manner;
 - 8) If after repeated attempts to collect citation fines, penalties and RMV marking fees, a citation remains unpaid after 10 years from date of issuance, the PGDC will be allowed to deem it uncollectable and have it purged from the master file of unpaid parking violations.

- L. The PGDC will be responsible for the following infrastructure maintenance activities within the Development Zone and Town Hall Corridor;
- 1) the PGDC will pay to have off-street parking kept free of rubbish/litter and looking neat; will pay to have or use appropriate equipment to reduce snow and ice hazards after the Town has plowed off-street parking areas and parking structures; and will be willing to consider some additional efforts to keep these areas free of snow and ice hazards;
 - 2) the PGDC will pay all costs associated with the maintenance of all off-street parking lots which it has purchased or which it has leased from private owners, including the removal of snow and ice, with the exception of the "Brewster Lot" for which the Town will provide snow and ice removal services, only, until such time as the PGDC either purchases the lot or the PGDC's lease of the lot is terminated;
 - 3) the PGDC will have no responsibility for the cost of snow plowing to provide space for vehicles to use during a snow emergency in Town-owned public parking lots, on the upper level of the S. Russell parking deck, or of any Town-owned on-street parking spaces in the Development Zone and Town Hall Corridor.
- M. The PGDC shall have the ability to use some parking revenue to help support the implementation of shuttle and valet services deemed beneficial to downtown/ waterfront economic objectives and/or special events. Such use of revenue shall be included in the report issued pursuant to Paragraph III(U) herein.
- N. Based on the comprehensive Parking Management Plan referenced above and PGDC approved updates thereto, the PGDC shall develop and submit to the Town plans for expansion of publicly owned and/or privately-owned parking areas and facilities within the Downtown/Waterfront District, North Plymouth and Town Hall Corridor. Such plans and expansion shall be subject to the same permitting and approval process, rules and regulations as apply to the Town of Plymouth.
- O. The PGDC shall periodically make written recommendations for revisions to the Town of Plymouth Traffic Rules and Order approved in 1954 and updated periodically to regulate traffic and parking on the streets and highways of the Town of Plymouth.
- P. The PGDC shall document efforts to increase the number of public parking spaces available to the public within the Development Zone in accordance with the Parking Management Plan.
- Q. The PGDC shall, at its own cost and expense, establish telephone and internet points of contact for public information requests and lodging of complaints regarding the public parking system under its control within the Development Zone. Such costs shall be included in the report issued pursuant to Paragraph III(U) herein.

- R. The PGDC shall, at its own cost and expense, develop and maintain a public-facing website and implement an outreach campaign to provide information to the public on the location of public parking sites, parking rates, parking policies and expected changes under its control within the Development Zone and Town Hall Corridor. Such costs shall be included in the report issued pursuant to Paragraph III(U) herein.
- S. The PGDC shall list the Town as an additional insured on any liability insurance policy obtained by the PGDC and shall require similar listing by its contractors or vendors related to construction and/or management of public parking facilities, subject to the following:
- 1) The PGDC shall obtain and maintain insurance policies with companies licensed to do business in the Commonwealth of Massachusetts in such amounts as are acceptable by the Town and shall insist that similar coverage be maintained by its vendors and contractors;
 - 2) To the extent permitted by law, the PGDC shall indemnify and hold the Town harmless from any and all claims, suits or actions for injuries or damages to persons or property arising from the negligent or intentional acts or omissions of the PGDC or the PGDC's employees, agents, contractors or vendors or their breach of this Memorandum of Agreement, and shall include similar hold harmless and indemnification language in any contracts entered into with contractors and/or vendors in support of this Agreement.
- T. If public funds and/or public property are used in connection with the construction of parking facilities by a private developer, the private developer will work with the PGDC and the Town of Plymouth to negotiate and establish lease arrangements, parking fees, and enforcement procedures. Any resulting agreements shall be subject to statutory procurement requirements.
- U. In accordance with Chapter 182, the PGDC shall provide a comprehensive annual fiscal report that includes the annual financial audit to the Select Board by June 30th unless approval of an extension of time has been requested in writing by the PGDC and granted by the Select Board.
- V. The Town shall have the ability to request a waiver or relaxation of parking enforcement for Town sponsored or endorsed events and activities. Such request will not be unreasonably withheld by the PGDC.
- W. Notice of Default - Without limitation, the following actions or failures to act could be deemed by the Select Board 'events of default'. These would include, failure to comply with the provisions as outlined in this Memorandum of Agreement, failure to comply with Chapter 182 of the Acts of 2002, failure to comply with the policies adopted by the PGDC, failure to reimburse the Town for the cost associated with clearing customer registrations that have been "marked" by the Massachusetts Registry of Motor Vehicles (RMV) for failure to pay parking citations in a timely manner, or failure to negotiate with the Town regarding leases of town-owned property. In any of those events, this agreement provides for a ninety-

day cure provision whereby the PGDC will be notified by the Select Board that a default has occurred. The PGDC will have 90 days or such longer period of time to cure the default if such default cannot reasonably be cured in 90 days provided PGDC is reasonably acting to cure such defaults, or a public hearing will be held by the Select Board to determine if a default has occurred. If the Select Board determines that a default has occurred, they may vote on the cure, up to and including termination of the MOA.

- X. In order to protect the Town, the PGDC shall take on short-term debt only if it can reasonably expect to pay off that debt during the term of its MOA with the Town of Plymouth. Any such debt shall be included in the report issued pursuant to Paragraph III(U) herein.
- Y. As required by Article 4C of the 2016 Fall Town Meeting, the PGDC shall make debt service payments associated with the financing of the S. Russell Parking Deck to the Town of Plymouth in accordance with the Bond Debt Service schedule provided in **Exhibit 2**. If this MOA is not extended beyond its current termination date, or is terminated before its current termination date, any bond debt obligation associated with the S. Russell Parking Deck that remains after the PGDC has terminated/settled/paid off all other short- or long-term debt shall become the sole obligation of the Town of Plymouth.
- Z. In order to protect the Town, the PGDC shall not take on any additional long-term debt without prior notification of the Select Board.
- AA. In order to protect the Town, the PGDC shall endeavor to have the financial resources and reserves necessary to settle short-term PGDC leases and contracts.

IV. TOWN OBLIGATIONS

The Town of Plymouth, acting through its Town Manager and Select Board, shall have the following responsibilities under this MOA:

- A. The Town shall review and comment on the PGDC Parking Management Plan and shall work with the PGDC on implementation of that Plan in accordance with the terms of this Agreement.
- B. The Town shall coordinate with the PGDC on the planning of events or activities which may need to block or use parking spaces for either parking or non-parking purposes.
- C. The Town shall own the S. Russell Parking Deck and hereby assign the operation and management of the Parking Deck to the PGDC, such operation and management to be governed by the same terms and conditions indicated in this MOA and applicable to other Town-owned parking facilities in the Development Zone and Town Hall Corridor.
- D. The Town agrees to cover the costs of insurance, utilities, off-site rubbish disposal, ice control and snow removal for the parking deck and adjacent sidewalks.

- E. The Town recognizes that, if the Town makes substantial reductions in the PGDC's paid or non-paid parking inventory or makes substantial changes in the PGDC's financial arrangements with the Town, it could affect the PGDC's ability to meet its financial obligations on parking projects and that the PGDC may need to modify the Parking Management Plan or request a modification of this MOA to accommodate such changes.
- F. The Town, acting through its Town Manager, may at its sole discretion provide in-kind services, such as engineering services, to the PGDC for any activities the PGDC may be responsible for under Section III.
- G. The Town shall keep and maintain all Town-owned parking facilities under the management of the PGDC in the Development Zone and Town Hall Corridor in good repair, whether structural or nonstructural, ordinary or extraordinary, subject to available funding, approved budgets, Select Board and/or Town Meeting approvals.
- H. The Town shall be responsible for all charges for water, light, power, electricity, telephone or other communication services, trash pick-up, and other services not explicitly assigned to the PGDC supplied to or consumed on all Town-owned parking facilities in the Development Zone and Town Hall Corridor.
- I. The Town may, through a vote of the Select Board, alter the PGDC's parking inventory, on a permanent or temporary basis, due to improvements, construction, capital investments, or alterations of road layout. The PGDC will be consulted prior to this occurring.
- J. Nothing herein shall be construed as to limit the Town's right-of-entry to any property of the PGDC in the performance of any legal duty, right or obligation of the Town of Plymouth.

V. GENERAL TERMS AND CONDITIONS

It is mutually understood and agreed by and between the parties:

- A. Each party shall take legal and financial responsibility for the actions of its respective employees, officers, agents, representatives and volunteers.
- B. Each party, at its sole cost and expense, shall carry insurance or self-insure to cover its activities in connection with this MOA, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder.

VI. MODIFICATIONS AND AMENDMENTS

This MOA constitutes the complete and entire Agreement between the parties and supersedes any prior agreements, amendments, licenses, representations, understandings, communications, commitments or proposals, oral or written, and may be amended from time to time by mutual agreement of the parties. Any modifications or amendments to the Agreement shall be in writing and duly executed by both parties hereto to be effective. Copies of all previous documents executed between the parties are available upon request from the PGDC.

VII. TERMINATION

Either party to this Agreement may unconditionally terminate this Agreement, at any time, by providing the other party written notice no less than ninety (90) days prior to the selected date of termination.

Should this MOA be terminated for any reason, or should the Plymouth Growth and Development Corporation cease to exist during the term of this MOA, any and all revenues remaining after the PGDC has endeavored to meet all of its financial obligations, and any and all real estate (property and/or land), equipment and/or supplies acquired in relation to the undertakings as outlined in this Agreement or any amendments thereto, shall become the sole property of the Town of Plymouth. Any leases/contracts/debts entered into by the PGDC shall be terminated/ settled/ paid off as part of determining what remaining revenues or obligations shall be turned over to the Town of Plymouth.

VIII. NOTICE

For purposes of this Agreement, the parties shall be deemed duly notified in accordance with the terms and conditions hereof if written notices are mailed to and received at the following addresses:

Town of Plymouth: Attn: Town Manager
Town of Plymouth
26 Court Street
Plymouth, MA 02360

PGDC: Attn: President
PGDC/Park Plymouth
40 Court Street, Unit 1
Plymouth, MA 02360

These addresses are subject to change, and the parties hereto agree to inform each of other of such changes as soon as practicable.

IX. EXHIBITS AND ATTACHMENTS

Any and all exhibits and attachments referenced herein or attached hereto are duly incorporated within this Agreement.

X. EXPIRATION DATE

This Agreement shall expire on the 29th day of October 2033; however, it may be extended for additional periods by votes of the Select Board.

XI. SEVERABILITY

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

XII. GOVERNING LAW


This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

XIII. ENTIRE AGREEMENT

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF PLYMOUTH

BY:  DATE: 1/15/2020
Town Manager

PLYMOUTH GROWTH AND DEVELOPMENT CORPORATION


BY:  DATE: 1/15/2020
President, PGDC

EXHIBIT 1

Restrictions on the Use of Parking Spaces in the Town Hall Corridor

Restrictions affecting the use of (a) the off-street parking spaces in the S. Russell Parking Deck, the Cornish Lot and the Burton Lot, and (b) the on-street metered spaces on Russell and S. Russell Streets around Town Hall.

Every Day from 9:00 AM to 7:00 PM

The 4-hour paid meters adjacent to the north and south sides of the Town Green near Court Street are in effect from 9:00 AM to 7:00 PM Monday through Sunday including holidays. These 4-hour meters extend up Russell Street (9 spaces) and South Russell Street (12 spaces) from Court Street to the corner of the former 1820 Courthouse leading to the atrium entrance and are indicated by appropriate signage.

When Town Hall is Closed

Friday, 12 noon to 7:00 PM and
Saturday, Sunday, holidays 9:00 AM to 7:00 PM

- The lower and upper level of the S. Russell parking deck, the Cornish Lot and Burton Lot are all available for public paid parking (up to 10 hours). Also, Premium permit holders may park in the lower level and upper level of the parking deck, but Limited permit holders may only park in the upper level.
- The meters on Russell and S. Russell Streets become 4-hour paid spaces when Town Hall is closed.
- Town Hall employees with employee permits affixed to their vehicle must pay for parking if the permitted vehicle is parked in the S. Russell parking deck, the Cornish and Burton Lots, or at the meters on Russell and S. Russell Streets when the Town Hall is closed.

Town Hall will be closed on the following holidays:

| | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Presidents Day | Veteran's Day |
| Patriots Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas |

During Town Hall Hours

Monday through Thursday, 7:30 AM to 7:00 pm and
Friday, 7:30 AM to 12:00 Noon

- The lower level of the S. Russell parking deck is available for public paid parking at all times (up to 10 hours); Also, Premium permit holders may park in the lower level of the deck. Town Hall permit holders, however, are not allowed to park in the lower level of the deck at any time. Town Hall permit holders may receive a parking citation if they park in the lower level of the parking deck during Town Hall hours.
- The upper level of the S. Russell Parking Deck is reserved for use by Town of Plymouth employees; Town employees are also allowed to park in the Burton Lot and, if necessary, in the Cornish Lot.
 - Town Hall employees with Town Hall permits can park in these locations as long as necessary on weekdays (i.e., not limited to the above hours).
- Town Hall employees with Town Hall permits cannot park at any free, 2-hour timed spaces on Russell or S. Russell streets during Town Hall hours or they will receive a parking citation, with the exception of instances when the employee is actively loading or unloading a vehicle, indicated by the use of hazard signals.
- Visitors to Town Hall can park for free at the 2-hour on-street timed spaces on Russell and S. Russell Streets, and for 2 hours in the Cornish Lot provided space is available.
 - Visitors to Town Hall may receive a parking citation if they park on the upper deck or in the Burton Lot during town hall hours

There may be occasions when the PGDC and the Town of Plymouth agree to waive or relax the enforcement of one or more of the above parking restrictions.

Anyone may park in the lower level of the deck during a Town-declared snow emergency parking ban, but vehicles must be removed after the snow emergency parking ban has ended.

EXHIBIT 2

BOND DEBT SERVICE Town of Plymouth, Massachusetts Parking Deck (LEVEL DEBT) (I)

| Period Ending | Principal | Coupon | Interest | Debt Service | Annual Debt Service |
|---------------|-----------|--------|-----------|--------------|---------------------|
| 12/01/2019 | - | - | 49,723.33 | 49,723.33 | - |
| 06/01/2020 | 55,000 | 5.000% | 53,275.00 | 108,275.00 | - |
| 06/30/2020 | - | - | - | - | 157,998.33 |
| 12/01/2020 | - | - | 51,900.00 | 51,900.00 | - |
| 06/01/2021 | 55,000 | 5.000% | 51,900.00 | 106,900.00 | - |
| 06/30/2021 | - | - | - | - | 158,800.00 |
| 12/01/2021 | - | - | 50,525.00 | 50,525.00 | - |
| 06/01/2022 | 55,000 | 5.000% | 50,525.00 | 105,525.00 | - |
| 06/30/2022 | - | - | - | - | 156,050.00 |
| 12/01/2022 | - | - | 49,150.00 | 49,150.00 | - |
| 06/01/2023 | 60,000 | 5.000% | 49,150.00 | 109,150.00 | - |
| 06/30/2023 | - | - | - | - | 158,300.00 |
| 12/01/2023 | - | - | 47,650.00 | 47,650.00 | - |
| 06/01/2024 | 65,000 | 5.000% | 47,650.00 | 112,650.00 | - |
| 06/30/2024 | - | - | - | - | 160,300.00 |
| 12/01/2024 | - | - | 46,025.00 | 46,025.00 | - |
| 06/01/2025 | 65,000 | 5.000% | 46,025.00 | 111,025.00 | - |
| 06/30/2025 | - | - | - | - | 157,050.00 |
| 12/01/2025 | - | - | 44,400.00 | 44,400.00 | - |
| 06/01/2026 | 70,000 | 5.000% | 44,400.00 | 114,400.00 | - |
| 06/30/2026 | - | - | - | - | 158,800.00 |
| 12/01/2026 | - | - | 42,650.00 | 42,650.00 | - |
| 06/01/2027 | 75,000 | 5.000% | 42,650.00 | 117,650.00 | - |
| 06/30/2027 | - | - | - | - | 160,300.00 |
| 12/01/2027 | - | - | 40,775.00 | 40,775.00 | - |
| 06/01/2028 | 75,000 | 5.000% | 40,775.00 | 115,775.00 | - |
| 06/30/2028 | - | - | - | - | 156,550.00 |
| 12/01/2028 | - | - | 38,900.00 | 38,900.00 | - |
| 06/01/2029 | 80,000 | 5.000% | 38,900.00 | 118,900.00 | - |
| 06/30/2029 | - | - | - | - | 157,800.00 |
| 12/01/2029 | - | - | 36,900.00 | 36,900.00 | - |
| 06/01/2030 | 85,000 | 4.000% | 36,900.00 | 121,900.00 | - |
| 06/30/2030 | - | - | - | - | 158,800.00 |
| 12/01/2030 | - | - | 35,200.00 | 35,200.00 | - |
| 06/01/2031 | 90,000 | 4.000% | 35,200.00 | 125,200.00 | - |
| 06/30/2031 | - | - | - | - | 160,400.00 |
| 12/01/2031 | - | - | 33,400.00 | 33,400.00 | - |
| 06/01/2032 | 90,000 | 4.000% | 33,400.00 | 123,400.00 | - |
| 06/30/2032 | - | - | - | - | 156,800.00 |
| 12/01/2032 | - | - | 31,600.00 | 31,600.00 | - |
| 06/01/2033 | 95,000 | 4.000% | 31,600.00 | 126,600.00 | - |
| 06/30/2033 | - | - | - | - | 158,200.00 |
| 12/01/2033 | - | - | 29,700.00 | 29,700.00 | - |
| 06/01/2034 | 100,000 | 3.000% | 29,700.00 | 129,700.00 | - |
| 06/30/2034 | - | - | - | - | 159,400.00 |
| 12/01/2034 | - | - | 28,200.00 | 28,200.00 | - |
| 06/01/2035 | 100,000 | 3.000% | 28,200.00 | 128,200.00 | - |
| 06/30/2035 | - | - | - | - | 156,400.00 |
| 12/01/2035 | - | - | 26,700.00 | 26,700.00 | - |
| 06/01/2036 | 105,000 | 3.000% | 26,700.00 | 131,700.00 | - |
| 06/30/2036 | - | - | - | - | 158,400.00 |
| 12/01/2036 | - | - | 25,125.00 | 25,125.00 | - |
| 06/01/2037 | 105,000 | 3.000% | 25,125.00 | 130,125.00 | - |
| 06/30/2037 | - | - | - | - | 155,250.00 |
| 12/01/2037 | - | - | 23,550.00 | 23,550.00 | - |
| 06/01/2038 | 110,000 | 3.000% | 23,550.00 | 133,550.00 | - |
| 06/30/2038 | - | - | - | - | 157,100.00 |
| 12/01/2038 | - | - | 21,900.00 | 21,900.00 | - |
| 06/01/2039 | 115,000 | 3.000% | 21,900.00 | 136,900.00 | - |
| 06/30/2039 | - | - | - | - | 158,800.00 |
| 12/01/2039 | - | - | 20,175.00 | 20,175.00 | - |
| 06/01/2040 | 115,000 | 3.000% | 20,175.00 | 135,175.00 | - |
| 06/30/2040 | - | - | - | - | 155,350.00 |
| 12/01/2040 | - | - | 18,450.00 | 18,450.00 | - |
| 06/01/2041 | 120,000 | 3.000% | 18,450.00 | 138,450.00 | - |
| 06/30/2041 | - | - | - | - | 156,900.00 |
| 12/01/2041 | - | - | 16,650.00 | 16,650.00 | - |
| 06/01/2042 | 125,000 | 3.000% | 16,650.00 | 141,650.00 | - |
| 06/30/2042 | - | - | - | - | 158,300.00 |
| 12/01/2042 | - | - | 14,775.00 | 14,775.00 | - |
| 06/01/2043 | 130,000 | 3.000% | 14,775.00 | 144,775.00 | - |
| 06/30/2043 | - | - | - | - | 159,550.00 |
| 12/01/2043 | - | - | 12,825.00 | 12,825.00 | - |
| 06/01/2044 | 130,000 | 3.000% | 12,825.00 | 142,825.00 | - |
| 06/30/2044 | - | - | - | - | 155,650.00 |
| 12/01/2044 | - | - | 10,875.00 | 10,875.00 | - |
| 06/01/2045 | 135,000 | 3.000% | 10,875.00 | 145,875.00 | - |
| 06/30/2045 | - | - | - | - | 156,750.00 |
| 12/01/2045 | - | - | 8,850.00 | 8,850.00 | - |
| 06/01/2046 | 140,000 | 3.000% | 8,850.00 | 148,850.00 | - |
| 06/30/2046 | - | - | - | - | 157,700.00 |
| 12/01/2046 | - | - | 6,750.00 | 6,750.00 | - |
| 06/01/2047 | 145,000 | 3.000% | 6,750.00 | 151,750.00 | - |
| 06/30/2047 | - | - | - | - | 158,500.00 |
| 12/01/2047 | - | - | 4,575.00 | 4,575.00 | - |
| 06/01/2048 | 150,000 | 3.000% | 4,575.00 | 154,575.00 | - |

| Period Ending | Principal | Coupon | Interest | Debt Service | Annual Debt Service |
|---------------|-----------|--------|--------------|--------------|---------------------|
| 06/30/2048 | - | - | - | - | 159,150.00 |
| 12/01/2048 | - | - | 2,325.00 | 2,325.00 | - |
| 06/01/2049 | 155,000 | 3.000% | 2,325.00 | 157,325.00 | - |
| 06/30/2049 | - | - | - | - | 159,650.00 |
| | 2,995,000 | | 1,743,998.33 | 4,738,998.33 | 4,738,998.33 |