

The Simes House: A Cautionary Tale

Town Ownership of the Simes House

The property referred to as the Simes House, which consists of the building and the 1 acre parcel on which it sits, was obtained by the Town in 2009 through a tax taking.

- As is often the case with such properties, it was in extremely poor condition at the time. Otherwise, it would have been sold by the owner for more than the taxes owed.

NOTE: In 2009, the Town was not required to return any excess value above the taxes owed to the property owner. That is no longer the case under Massachusetts law.

When the Town assumed ownership of the property there were no restrictions on it.

- This was not a protected “historic” home as only properties located in the Town’s Historic District or which are on the National Register of Historical Places are subject to protection.

NOTE: When seeking funds both the chair of the Community Preservations Committee (CPC), Bill Keohan, and the president of the Manomet Village Common, Inc. (MVC) stated that the Simes House was eligible for National Register designation, but no filing was ever made and no designation was ever received.

The appropriate thing to do upon acquiring ownership would have been to do an assessment of the property to determine what its best use(s) would be, establish the cost for such use(s) (both initial and ongoing), and then decide what direction to take.

- The Town didn’t do that.

Instead, a group of residents in Manomet proposed fixing up the property to use as a community space which could also be rented out for events.

- This in itself was not a bad idea, but it wasn’t followed up with the necessary analysis as to exactly how to accomplish that and what the cost would be.

Community Preservation Committee Grant (Simes I)

This group of residents formed the Simes House Foundation (the “Foundation”) which proceeded to discuss their goal with the Community Preservation Committee (CPC).

- The CPC is funded through a 1.5% surcharge on property taxes in Plymouth.
- Those funds are to be used on projects for open space, affordable housing, and historic preservation.

NOTE: State law requires that 10% of the monies the CPC receives each year are to be put aside for each of these uses (30% total). The remaining 70% can be used for any one or a combination of these uses.

When approached by the Foundation the CPC didn't have sufficient discretionary or dedicated historic renovation funds to restore and renovate the Simes House.

- But the CPC did have available funds set aside for the creation of affordable housing.

To gain access to those monies, it was decided to add 2 units of affordable housing to the building.

- No analysis was done as to the suitability of this use or the cost of adding such housing to this 150 year old building.

Using CPC affordable housing funds also meant that a permanent restriction would have to be placed on the deed to the property requiring the affordable housing to remain in perpetuity.

- No analysis was done as to how this might impact the long-term use of the property.

In 2011, the CPC presented Article 16A (Simes I) to Town Meeting for approval. This article proposed:

To see if the Town will vote, pursuant to G.L. c. 44B, to appropriate from the Community Preservation Fund estimated annual revenues, fund balance or reserves, the sum of \$1,500,000 as a grant to the Simes House Foundation for: historic preservation, restoration, and rehabilitation of the Simes House, located at 29 Manomet Point Road, Plymouth MA, shown as Assessor Map 46, Lots H181-16A and H181-015 ("Simes House"); creation of two affordable housing units at the Simes House, which units shall be eligible for inclusion on the Town's subsidized housing Inventory; and creation or preservation of open space for passive recreational use as a village green, public park, or common at the Simes House; including all costs related to the planning and design of such projects...

Prior to presenting the article for Town Meeting approval the CPC did not refer the proposal to the Town Engineering Department, the Building Committee, or for a peer review.

- This meant that there was no independent confirmation that the work could be completed for the amount requested.
- There was also no financial guarantee or bond provided to ensure that if additional funds were needed the Foundation could complete the project.

Curiously, these very points were raised by Manomet resident Frank Collins. In opposition to the Simes I grant proposal he stated, "The Simes House is a white elephant looking for riders." He went on to explain that he had heard estimates to complete the project of up to \$3 million and warned that if the Simes House Foundation failed to complete the project the Town would again own the property. In response to these concerns, Simes House Foundation vice-president Will Shain, who wrote the RFP and ultimately managed the bidding process and exterior work on the Simes House, stated, "One-point-five million dollars won't finish this, it will come closer to \$2 million. Anything over \$1.5 million is ours." Unfortunately for the Town, it was Mr. Collins, not Mr. Shain, that was correct.

Inadequate Funds Lead to a Request for a further Community Preservation Committee Grant (Simes II)

Article 16A was approved by Town Meeting, and the Foundation started the exterior phase of work. However, by no later than 2014, it became clear that the initial \$1.5 million budget was completely inadequate to undertake the interior renovations. By that time, contractor estimates for completion of construction of the entire project were reaching almost \$6 million. The Foundation was forced to acknowledge that contrary to its earlier promises the work could not be completed for the amount provided by the Town nor was it able to fund the work to completion. Instead, the Foundation went back to the CPC with a request for **an additional \$3.4 million.**

Under the premise that the Town had already invested \$1.5 million, the CPC decided to recommend the request to Town Meeting. At Town Meeting in 2015, the CPC presented Simes II, which proposed:

To see if the Town will vote to appropriate [an additional] \$3,420,477, for historic preservation, restoration, and rehabilitation of the Simes House, located at 29 Manomet Point Road, Plymouth, for the creation of two affordable housing units at the Simes House which units shall be eligible for inclusion on the Town's subsidized housing inventory; and creation or preservation of open space for passive recreational use as a village green, public park, or common at the Simes House...

Not surprisingly, this time there were a number of objections to having the Town authorize spending an additional \$3.4 million on a project that was supposed to cost less than half that amount in total. After debate and several motions, the amount approved by Town Meeting was an additional \$2.5 million.

Following the approval of Simes II, the Town entered into an agreement for oversight of the Simes House (both the renovation and its ongoing operation) with a new non-profit entity, Manomet Village Common, Inc. (MVCI), Phase 2 of the now \$4 million "renovation"

continued with the creation of 4 offices which could be used for rental, 2 affordable housing units, Unit 301 (701 square feet) and Unit 302 (779 square feet), and a “public green” at the property.

Operational Challenges for the Completed Simes House

Construction on the revamped Simes House was completed in 2018, with the 2 affordable units and the offices being made available for rental. However, the reduced budget resulted in issues with the final product:

- Finish details were left undone (for instance, instead of as period stair railings 2x4 studs were used), resulting in an unfinished appearance in the public spaces.
- The “commercial kitchen” originally specified was not installed meaning there were inadequate cooking facilities for events with food.
- Offices were rented, but because the building had to be open to the public rents were not as high as originally anticipated.

Additionally, while the grounds and the building were open to the public, there was no parking provision made for ordinary use of the building (there was “matting” installed that allowed people to park on the grass for events). Visitors who parked in the shopping center across the street encountered “No Parking for Simes House” signs, and many who ignored the warning were towed. These conditions limited visitors and users of the public spaces.

MVCI did the best it could under the circumstances, ultimately even turning a profit in 2019. However, it was having difficulties keeping up with the maintenance on such a large, old building. Then, COVID hit. The office rentals ended resulting in a loss of revenue that didn’t allow MVCI to keep up with its obligations. Despite expressing a willingness to keep trying, in 2022, the Plymouth Select Board decided to terminate its agreement with MVCI.

Town Efforts to Find a Tenant

Following the termination of the agreement with MVCI, the Select Board sought to assess both the condition and options for the property. A community committee, the Simes House Task Force (SHTF), was established to do this work. The SHTF reviewed relevant documents, met in open public sessions, provided public viewings of the Simes House, and heard from various professionals regarding the condition of the property. Of significance, they heard that:

- The Town was paying over \$50,000 per year in insurance, utility, and administrative costs (relating to the affordable housing) for the building.

- There were significant deferred maintenance costs (such as painting and carpentry) which were likely to cost hundreds of thousands of dollars.
- Ongoing maintenance costs for the building were also likely to increase annually as specialized building systems would be needed to maintain the historic requirements.

Given these concerns, the SHTF recommended trying to locate someone to lease and operate the property. The Town issued a Request For Proposal (RFP No. 2231 Management of the Joseph Simes House) on April 6, 2023, with a reply date of May 12, 2023.

- The RFP required that the lessee undertake necessary repairs and comply with restrictions imposed on the Town by the use of CPC monies (most notably preserving the building as a historical structure, continuing the affordable housing use, and keeping the building and grounds open to the public).

Given these restrictions and the upfront expenditures required, the Town received **no responses** to this RFP.

Sale of the Simes House

Throughout 2024, the Town continued to try to find someone who was willing to take on the significant responsibilities associated with managing and maintaining the Simes House. However, the only interested parties conditioned their participation on the Town taking on the responsibilities associated with building repair and ongoing maintenance. Given the financial drain the Simes House was placing, and would continue to place, on Town resources, in 2025 the Select Board decided to see if it could sell the property.

A second RFP, No. 2251 Sale of the Joseph Simes House, was issued in October 2025.

- This RFP provided that any sale would be subject to the conditions imposed as a result of use of CPC funds, including historic preservation of the building, maintaining the affordable housing, and the requirement for public spaces.

Despite expressions of interest from a few parties, the Town ultimately received only one proposal – from Manomet Conservation Sciences, a wildlife non-profit which already has a facility and land (which is open to the public) in Manomet. The offer was \$40,000 for the property. In exchange, they would abide by the affordable housing, public access, building preservation, and public space requirements (including recording a right of public access to a certain portion of the grounds which had never been done).

Who let us down?

This was a failure of the entire system that is supposed to safeguard taxpayer money.

A. The CPC

From the outset, there was a complete absence of any effort by the Town to properly assess the building. Arguably, the best use of this property was the original proposal – that being to renovate the historic exterior and renovate the interior to preserve its character while making it useable for private and community functions. However, adequate CPC funds for such work weren't available. But instead of looking for private monies and grants, the CPC proposed “shoehorning” affordable housing into a derelict 150 year old structure in order to gain access to funds dedicated to that use. The addition of 2 small affordable housing units both dramatically increased the cost of the project and imposed restrictions on the building which reduced its long-term usefulness and value. These were never considered.

Moreover, before committing taxpayer monies to this project the CPC failed to obtain independent construction estimates for the revised scope of work. As stated to Town Meeting, the monies being appropriated by Simes I were supposed to cover the entire project cost; all exterior and interior work. They barely covered the cost of the exterior work. This leads to the question, were the Foundation and CPC completely inept when it came to their original assessment, or did they always know more would be needed? Cost overruns in historic preservation are certainly common, but it is seemingly impossible for any competent contractor to underestimate the cost of this type of work by over 300%.

One would state that it is skeptical to suggest that those who wanted this project knew the cost would be higher but nonetheless suggested a more palatable lower amount knowing that once invested the Town would be almost forced to approve more to complete the project. And that would be true if the exact same thing hadn't happened with another project years later. In that instance, once again to gain access to CPC affordable housing funds, the Housing Authority and CPC proposed adding affordable housing to another historic building, the Oak Street School. On the recommendation of the CPC, Town Meeting approved \$475,000 which was supposed to be enough for the entire project. However, as subsequently discovered, even before construction began the Housing Authority was told by its contractor that this amount was insufficient to do the work. But rather than go back to Town Meeting with a further request, the Housing Authority began the work. Only when they were running out of money did they go back to Town Meeting for an additional \$381,000, which Town Meeting approved. In fact, that still wasn't enough, and eventually the Select Board decided to authorize a further \$140,000 from COVID funds to complete the project (eventually costing over \$1 million for 3 small affordable apartments).

B. The Advisory and Finance Committee

For those unfamiliar with this body, the Advisory and Finance Committee (A&F) is a group of individuals appointed by the Town Moderator to review all Town Meeting articles and provide their recommendation to Town Meeting. This committee is described by the Massachusetts Municipal Association as the “financial watchdog” in the Town meeting form of government. However, there is no requirement that anyone sitting on that committee understands finance. In fact, until this year, open positions to this committee weren’t even advertised and appointments were done in private.

Those sitting on A&F have one of the hardest jobs in Plymouth. They are asked to review both the entire Town budget as well as any proposals being presented to Town Meeting. This means that they have only a very limited time to address what are often highly complex proposals and no resources to seek independent guidance (per the Town Charter they have to consider and vote on every proposed article before Town Meeting, meaning they can’t defer a decision). The limitations of this system were highly evident in their consideration of the Simes House proposals.

A&F was initially presented with a proposal to authorize release of \$1.5 million in taxpayer funds to do the exterior and interior restoration and renovation of the Simes House. They reasonably assumed that this amount had been vetted by the CPC which was making the proposal. Not being construction experts, they had no reason to know that this amount was completely inadequate. As such, they relied on what they were told by the Chair of the CPC.

Apart from this reliance, there is also an institutional issue which led to A&F’s flawed unanimous recommendation to Town Meeting to approve this article. A&F is independent of the executive branch of Town government (in Plymouth that is the Select Board, Planning Board, and School Board). They therefore consider it somehow inappropriate to seek the assistance of the executive branch in carrying out their function. In this instance, had A&F referred the CPC request to the Select Board (which could have asked for a review by the Town Engineer) or the Planning Board (which could have reviewed the request itself as it has several members who are construction experts or asked for a review by the Building Committee), the shortcomings of the proposal would have been immediately apparent. But A&F are not experts in every area of municipal operations (nor are they expected to be). However, given our form of Town government A&F have never referred any matter to the executive branch for assistance in assessing a Town Meeting article.

C. Town Meeting

The time and investigatory limits of A&F directly impact Town Meeting. Absent the need for a special session, Town Meeting is held only twice a year. Before they can consider an Article, it must be submitted in accordance with the Charter and State law, be reviewed by any board or committee having jurisdiction over it, be approved for the warrant by the Select Board, and then be voted upon by A&F. This leaves almost no time for Town Meeting to diligence a matter before it is presented on the floor of Town Meeting.

With respect to Simes I, Town Meeting understandably assumed that the information being presented to it by the CPC as recommended by A&F was accurate. Under those circumstances, approval of \$1.5 million to fully renovate a historic property to be used for affordable housing and public events was more than reasonable. By the time Town Meeting was presented with Simes II, it was justifiably suspicious of the information it was being presented which explains why it was unwilling to expend such a significant amount of taxpayer money. The problem arose with its actions afterwards.

At the time Simes II was presented, the exterior restoration of the Simes House was essentially completed, meaning the building was no longer subject to deterioration. With the structure stable, there was ample time to assess the options for the interior renovations before committing to further expenditures. Town Meeting could have rejected the Simes II Article in its entirety and directed the applicant to work with the Town to undertake an assessment of the project. But like A&F, Town Meeting was unwilling to give up its “control” over the process. So instead, at Town Meeting it randomly voted to reduce the Simes II request from \$3.4 million to \$2.5 million.

While Town Meeting members may have believed that this was a fiscally responsible decision, it was not. That is because it was done without any assessment as to the impact it would have on the project. No consideration was given as to what would have to be cut from the project and whether that would diminish the future use and value of the building. Most notably, Town Meeting didn’t take into account that the thing that couldn’t be cut was the two affordable apartments (because dedicated affordable housing CPC funds had already been used). These were the most expensive part of the entire project and had yet to be built. That meant that cuts had to be made elsewhere, such as eliminating the commercial kitchen and the historical finishes in the common areas. The result was that most of the additional funds were used to build the apartments, which both cost the Town money and made transferring the building far more difficult, and the features that could have made the building self-sustaining were eliminated.

Some Lessons Learned

- Forcing uses into a building not suited for those purposes will ultimately fail.
 - This is particularly so with historic buildings which are ill suited for conversion into public housing (a lesson we sadly had to learn again with the Oak Street School project).
- If a building is intended for public use, it must meet the needs of the public.
 - That means having adequate parking and all facilities necessary to fully utilize the building as intended.
- All proposals need to be independently reviewed to ensure that the budget is adequate and all aspects of the project that are expected by the community are included in the proposal.
 - Too often Plymouth has undertaken work only to find that key components are missing or that budgeting is based upon clearly erroneous assumptions.
- There must be adequate contingencies included in any budget.
 - Cost overruns in construction are inherently likely (particularly in older buildings where hidden structural, mechanical, and electrical inadequacies are common).
- Before agreeing to fund any portion of a project we need to see contractual guarantees that the work will be completed for the agreed amount.
 - We cannot decide to fund a project and then wait to see whether it can be completed for the amount authorized.
 - We must also insist that no work commence until that contractual guarantee is provided.
- The complete cost of the project, including contingencies, needs to be fully funded before a project begins.
 - If other parties are funding a portion of the work, they need to demonstrate the ability to meet their obligations before the Town commits funds.

- Consideration must be given to what happens if a publicly owned building no longer meets the needs of the community.
 - o We should always have an understanding as to the potential impact of restrictions resulting from the use of CPC funds or otherwise being imposed by the Town will have on the future ability to operate and maintain the property.