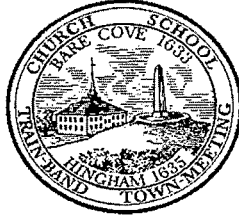


# TOWN OF HINGHAM

## OFFICE OF TOWN CLERK



Carol M. Falvey  
Town Clerk

Jennifer A. Donnelly  
Assistant Town Clerk

Hingham Town Hall  
210 Central Street  
Hingham, MA 02043  
(781) 741-1410  
TownClerk@Hingham-ma.gov

I, Carol M. Falvey, Clerk for the Town of Hingham, certify as follows:

That that the below is a true and accurate copy of a vote adopted by the Town of Hingham School Committee at a meeting held on April 28, 2025 regarding the MOU for Replacement Land for the Hingham Center for Active Living Project.

And that a true and accurate copy of said MOU is attached hereto.

Signed this 28th day of July, 2025.

  
\_\_\_\_\_  
Carol M. Falvey, Town Clerk

### **Town of Hingham School Committee**

Voted: That the School Committee hereby determines and confirms that the Replacement Land identified in the attached Memorandum of Understanding between the Town of Hingham Select Board and Town of Hingham School Committee dated March 24, 2025 is not needed for educational purposes under M.G.L. c. 40, § 15A and hereby confirms that the Chair of the School Committee is authorized to execute said MOU and take all steps necessary to implement said MOU in accordance with its terms and conditions.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made as of the ~~23~~<sup>24</sup> day of March 2025, by and between the Town of Hingham Select Board ("SB") and the Town of Hingham School Committee ("SC"; the SB and SC may be referred to hereinafter together as the "Parties" or individually as a "Party").

WHEREAS, the Town of Hingham (the "Town") desires to construct a new Center for Active Living (the "HCAL Project") on Bare Cove Park Drive on a parcel of land of approximately 5.5 acres (the "HCAL Parcel") that is subject to Article 97 of the Amendments to the Massachusetts Constitution and MGL Chapter 3, Section 5A (collectively "Article 97");

WHEREAS, Article 97 requires, among other things, that the Town identify land in a comparable location that is of equal or greater acreage, monetary value and/or natural resource value;

WHEREAS, the SC has care, custody and control of an approximately 49-acre property located at 200 High Street (Parcel ID 124-0-32) which property includes Plymouth River School and the athletic field known as Margett's Field 2 (collectively the "PRS Parcel") as shown on Exhibit A;

WHEREAS, the PRS Parcel is adjacent to an approximately 53.48-acre parcel (Parcel ID 135-0-1) under the care custody and control of the Hingham Conservation Commission ("Conservation Parcel") as shown on Exhibit A, which was acquired by the Town simultaneously with the PRS Parcel;

WHEREAS, as shown on Exhibit B, the Conservation Parcel includes natural resource protection including a perennial stream, floodway, wetlands, and Zone II water supply protection area and the portion of the PRS Parcel adjacent to the Conservation Parcel includes natural resource protection including a perennial stream, some floodplain, wetland, and a potential vernal pool;

WHEREAS, the Town has determined that the natural resource value of the PRS Parcel land adjacent to the Conservation Parcel is of greater natural resource value than the HCAL Parcel; and

WHEREAS, the SB desires to designate a portion of the PRS Parcel as replacement land pursuant to Article 97 in order to facilitate the construction of the HCAL Project and the SC desires to assist the SB in facilitating the HCAL Project;

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the Parties agree as follows:

1. Replacement Land. The approximate location of the land within the PRS Parcel that has been identified as potential replacement land pursuant to Article 97 is shown on Exhibit C ("Proposed Replacement Land"). The Proposed Replacement Land is

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WHEREAS, the Town of Hingham (the "Town") desires to construct a new Center for Active Living (the "HCAL Project") on Bare Cove Park Drive on a parcel of land of approximately 5.5 acres (the "HCAL Parcel") that is subject to Article 97 of the Amendments to the Massachusetts Constitution and MGL Chapter 3, Section 5A (collectively "Article 97");

WHEREAS, Article 97 requires, among other things, that the Town identify land in a comparable location that is of equal or greater acreage, monetary value and/or natural resource value;

WHEREAS, the SC has care, custody and control of an approximately 49-acre property located at 200 High Street (Parcel ID 124-0-32) which property includes Plymouth River School and the athletic field known as Margett's Field 2 (collectively the "PRS Parcel") as shown on Exhibit A;

WHEREAS, the PRS Parcel is adjacent to an approximately 53.48-acre parcel (Parcel ID 135-0-1) under the care custody and control of the Hingham Conservation Commission ("Conservation Parcel") as shown on Exhibit A, which was acquired by the Town simultaneously with the PRS Parcel;

WHEREAS, as shown on Exhibit B, the Conservation Parcel includes natural resource protection including a perennial stream, floodway, wetlands, and Zone II water supply protection area and the portion of the PRS Parcel adjacent to the Conservation Parcel includes natural resource protection including a perennial stream, some floodplain, wetland, and a potential vernal pool;

WHEREAS, the Town has determined that the natural resource value of the PRS Parcel land adjacent to the Conservation Parcel is of greater natural resource value than the HCAL Parcel; and

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NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the Parties agree as follows:

1. Replacement Land. The approximate location of the land within the PRS Parcel that has been identified as potential replacement land pursuant to Article 97 is shown on Exhibit C ("Proposed Replacement Land"). The Proposed Replacement Land is



approximately 7 acres. The SC hereby authorizes the SB to access the PRS Parcel to survey the Proposed Replacement Land to create a boundary survey thereof. The Parties agree that the definitive boundary shall be determined in a manner that will not interfere with the ongoing use of the Plymouth River School and Margett's Field 2. The Proposed Replacement Land as confirmed by the definitive survey is herein referred to as the "Replacement Land".

2. School Committee Action:

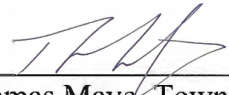
- (a) Because of the natural resource value and associated buffer zones under state and local regulations, the Replacement Land has limited development potential for school purposes but has significant value as conservation land. Therefore, the SC has determined and, by execution of this MOU, hereby notifies the SB pursuant to MGL Chapter 40, Section 15A that the Replacement Land is not needed for educational purposes subject to the terms of this MOU.
  - (b) The Parties acknowledge that the SC's determination is made for the purpose of facilitating the HCAL Project and that the SB intends to identify the Replacement Land as replacement land in connection with warrant articles to be submitted to one or more Town Meetings (the "Warrant Articles") which seek funding for the HCAL Project and authorization for the SB to file a bill with the Massachusetts General Court to obtain the Article 97 approval required pursuant to Massachusetts law for use of the HCAL Parcel for the HCAL Project ("Special Act").
  - (c) The SC's determination and notice, set forth in paragraph 2(a) above, is contingent upon (a) Town Meeting approval of the Warrant Articles and legislative enactment of the Special Act and (b) the Town's proceeding with the HCAL Project. In the event that the Town does not satisfy the proceeding conditions, or the SB otherwise notifies the SC that it does not intend to proceed with the HCAL Project or that it does not require the Replacement Land as part of the HCAL Project, then the SC may, by written notice to the SB, rescind its determination and notice to the SB.
  - (d) In the event that the contingencies set forth in the first sentence of paragraph 2(c) are met, the SC hereby agrees that the care, custody and control of the Replacement Land shall be transferred to the Hingham Conservation Commission (the "Transfer") and that it will cooperate with and support a warrant article at a future Town Meeting to facilitate such Transfer.
3. Select Board Action. The SB, acting through the Town Administrator's office, agrees to keep the Superintendent of the Hingham Public Schools apprised of the status of the boundary survey of the Replacement Land, the Warrant Articles, and the contemplated Article 97 legislation.
4. Counterparts. This MOU may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

5. Governing Law. This MOU shall be construed in accordance with and governed for all purposes by the laws of The Commonwealth of Massachusetts without reference to its conflicts of law provisions.
6. Headings and Captions. The headings and captions of the various sections of this MOU are for convenience of reference only and shall in no way modify, or affect the meaning or construction of, any of the terms or provisions hereof.
7. Authority of Town Administrator. The Town Administrator or his designee may act on behalf of the Town regarding any matter hereunder which does not require a vote of the SB.

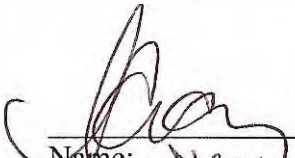

(signature page to follow)

IN WITNESS WHEREOF, the undersigned are duly authorized to execute this on behalf of the SB and SC.

THE TOWN OF HINGHAM SELECT BOARD

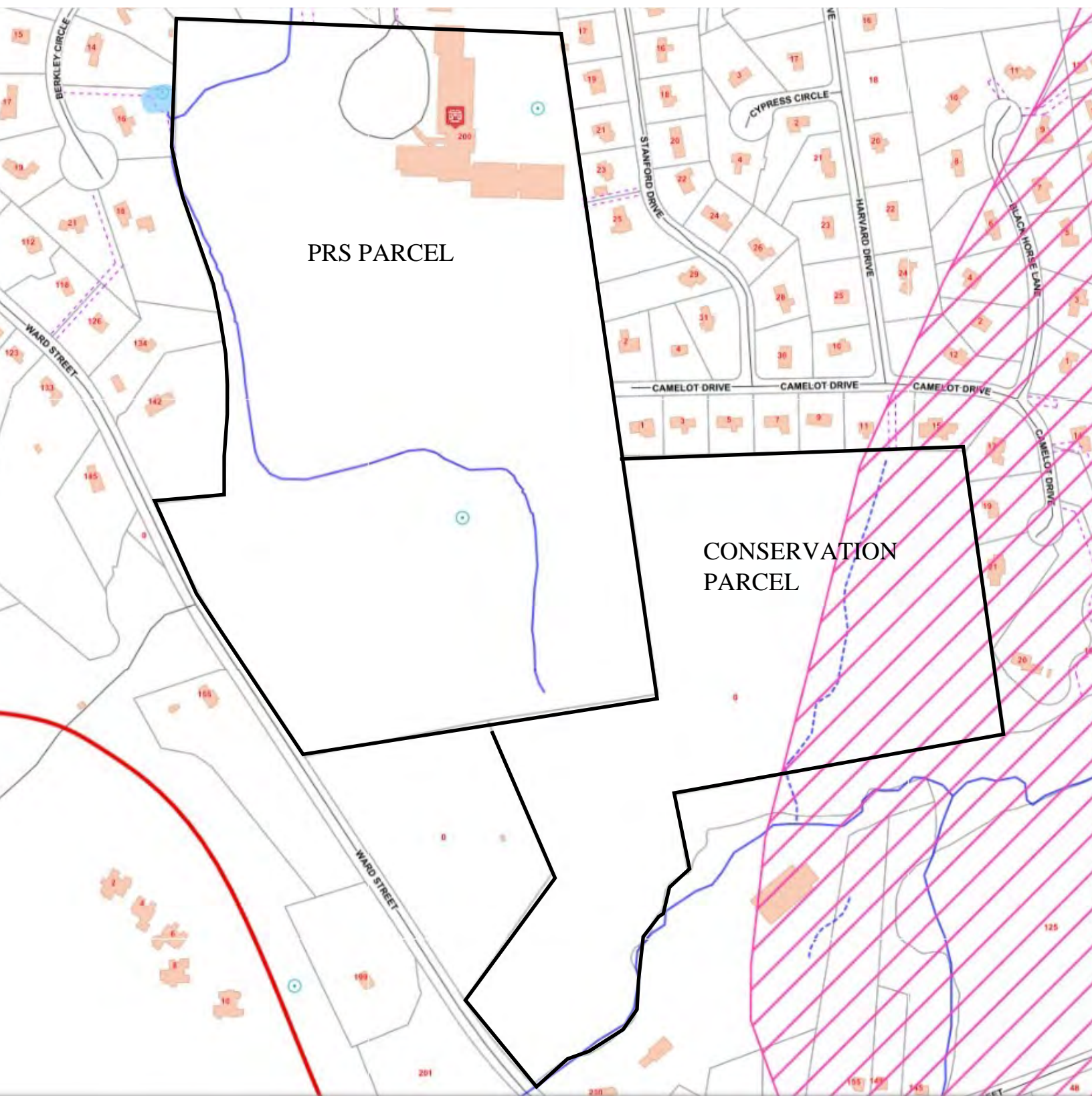
  
\_\_\_\_\_  
Thomas Mayo, Town Administrator,  
duly authorized.

THE TOWN OF HINGHAM SCHOOL COMMITTEE

   
\_\_\_\_\_  
Name: Nancy (Nis) Correnti  
Title: Chair  
duly authorized

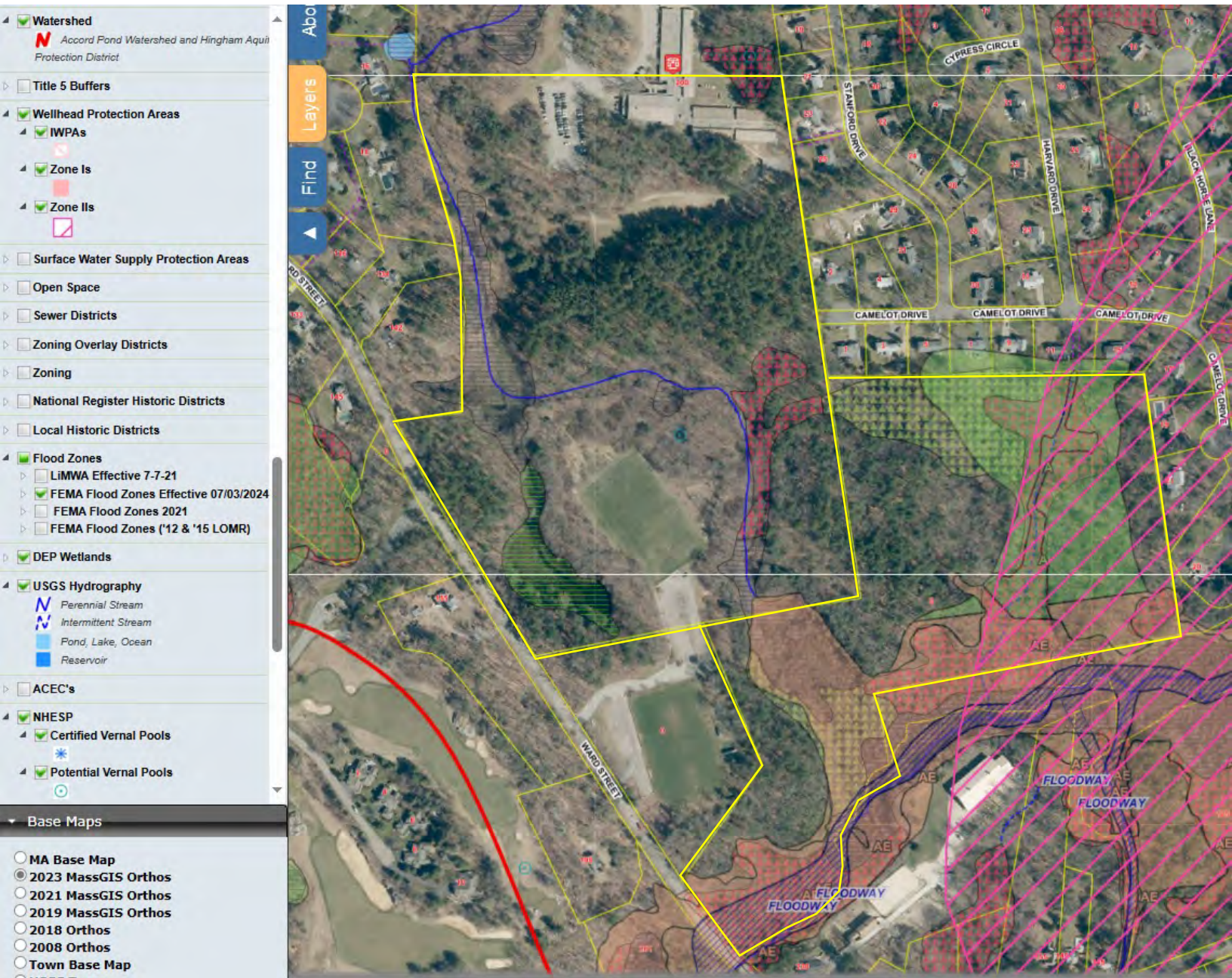


# EXHIBIT A





## EXHIBIT B





# EXHIBIT C

