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CITY OF MARLBOROUGH
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City of Marlborough Office of the Mayor

140 Main Street
Marlborough, Massachusetts 01752
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610
www.marlborough-ma.gov

Arthur G. Vigeant
MAYOR

Michael C. Berry
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

September 19, 2013

City Council President Patricia Pope
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Gift Acceptance

Honorable President Pope and Councilors:

Enclosed for your acceptance is a gift award in the amount of \$750,000.00 from Partners Healthcare System, Inc. in accordance with an agreement signed this year.

The gift is specifically earmarked for the renovation and/or replacement of a Senior Center in the City of Marlborough. Enclosed for your information is a signed Memorandum of Understanding (MOU) between the City of Marlborough and Partners Healthcare.

I would ask your acceptance of this generous gift so that the funds may be utilized for its intended purposes.

Sincerely,

Arthur G. Vigeant
Mayor

**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: Office of the Mayor DATE: 19-Sep-13

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Comptroller / Treasurer

NAME OF GRANT: Senior Center Facility Gift

GRANTOR: Partners Healthcare

GRANT AMOUNT: \$750,000.00

GRANT PERIOD: N / A

SCOPE OF GRANT/
ITEMS FUNDED In accordance with a signed MOU with Partners Healthcare, Inc., the gift funds will
be utilized solely for the purpose of renovating and/or replacement of the Marlborough
Senior Center (COA)

IS A POSITION BEING
CREATED: NO

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? N / A

ARE MATCHING CITY
FUNDS REQUIRED? NO

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:
NO

IF MATCHING IS MONETARY PLEASE GIVE ACCOUNT NUMBER AND DESCRIPTION OF CITY FUNDS
TO BE USED:
N/A

ANY OTHER EXPOSURE TO CITY?
NO

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: YES ... SWIFT APPROVAL WILL ENSURE THIS
GIFT DOES NOT CLOSE OUT AS FREE CASH

DEPARTMENT HEAD MUST SUBMIT THIS FORM, A COPY OF THE GRANT APPROVAL, AND A COVER
LETTER TO THE MAYOR'S OFFICE REQUESTING THAT THIS BE SUBMITTED TO CITY COUNCIL
FOR APPROVAL OF DEPARTMENT TO EXPEND THE FUNDS RECEIVED FOR THE PURPOSE OF THE GRANT

AGREEMENT

This Agreement ("the Agreement") is made this 17th day of March, 2013 between the CITY OF MARLBOROUGH (the "City"), a Massachusetts municipality acting by and through its Mayor, and its City Council, with a mailing address of 140 Main Street, Marlborough, Massachusetts 01752, and PARTNERS HEALTHCARE SYSTEM, INC., a Massachusetts charitable corporation having its principal place of business at Prudential Center, 800 Boylston Street, 11th Floor, Boston, Massachusetts 02199 ("Partners"). Hereinafter, the City and Partners are together the "Parties," and each individually a "Party."

WHEREAS, Partners is duly organized pursuant to M.G.L. c. 180 and is exempt from state and federal income taxation under Section 501(c)(3) of the Internal Revenue Code;

WHEREAS, the City acknowledges that Partners is a "charitable organization" as that term is used in M.G.L. c. 59, § 5, Third Paragraph;

WHEREAS, Partners intends to purchase land located on the west side of Forest Street in the City consisting of approximately 22.5 acres (the "Property");

WHEREAS, Partners intends to own and occupy the Property for the purpose of maintaining a data storage facility that supports Partners' functions and those of its various health care entities and facilities;

WHEREAS, Partners has petitioned the City Council to amend the City's Zoning Ordinance in order to allow a data storage facility to be located on the Property (the "Zoning Amendment");

WHEREAS, the City acknowledges that if Partners owns and occupies the Property for the purpose of maintaining a data storage facility that supports the charitable purposes of Partners' functions and those of its various health care entities and facilities, then the Property shall be eligible for an exemption from local property taxes as a matter of use and occupancy, in accordance with M.G.L. c. 59, § 5, Third Paragraph;

WHEREAS, Partners acknowledges that the existence of its data storage facility at the Property will require the City to furnish municipal services and Partners is willing voluntarily to make a certain lump sum payment to the City;

WHEREAS, the City intends to renovate or rebuild/replace the City's senior center; and

WHEREAS, Partners finds support of the City initiative for such project consistent with the stated purpose of improving the health and welfare of all persons and desires to make a financial contribution to assist the City in its efforts to renovate or rebuild/replace the City's senior center.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Within five (5) business days after the expiration of the appeal period challenging procedural defects in the Zoning Amendment, with no such appeal having been filed, Partners shall gift to the City by lump sum payment Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000), to be used by the City towards the renovation or rebuilding/replacing of the City's senior center.

2. The Board of Assessors (the "Board") shall classify and maintain the classification of the Property as exempt from local property taxes or any similar tax or imposition promulgated in lieu thereof for so long as Partners files a timely Form 3ABC with the Board for each fiscal year and Partners (i) owns and occupies the Property for the purpose of maintaining a data storage facility that supports Partners' functions and those of its various health care entities and facilities, or (ii) owns and occupies the Property for another use consistent with the charitable purposes for which Partners is organized as that term is used in M.G.L. c. 59, § 5, Third Paragraph, or (iii) owns and provides the Property for occupation by another charitable organization for a use consistent with the purposes for which such other charitable organization is organized.

3. This Agreement shall remain in full force and effect for so long as Partners, its successors or assigns complies with the terms of Paragraph 2 herein. Pursuant to applicable law, the City may assess property taxes upon the Property on a full or proportionate basis, as appropriate if the use and occupancy of the Property or a portion thereof are converted to other commercial operations or uses.

4. In the event that Partners transfers the Property by lease or deed, or any portion of the Property, to an entity unaffiliated with Partners, Partners shall inform the Board in writing within fourteen (14) days of such transfer.

5. Partners acknowledges that it must obtain from the City all necessary permits and approvals.

6. The Parties acknowledge that this Agreement is a public record and is not exempt from disclosure under the Massachusetts Public Records Law. The Parties agree that any press releases, announcements or other public communications, with the exception of communications which may occur during public meetings, regarding this Agreement shall be jointly issued by the City and Partners.

7. Any notices and other communications required or permitted under this Agreement must be in writing signed by a duly authorized officer or representative of the City or Partners, as the case may be, and shall be (i) delivered by a nationally recognized overnight service, or (ii) mailed by certified or registered mail, return receipt requested, postage prepaid, to the Parties at the following addresses or such other addresses as each may have specified to the other by such a notice:

City: Office of the Mayor
City of Marlborough
140 Main Street
Marlborough, MA 01752

Attn: Arthur G. Vigeant, Mayor

and

Board of Assessors
City of Marlborough
140 Main Street
Marlborough, MA 01752

Attn: _____

Partners: Real Estate and Facilities
Partners HealthCare System, Inc.
101 Merrimac Street, Suite 800
Boston, MA 02114-2740

Attn: Director of Real Estate

8. This Agreement represents the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous agreements. All prior negotiations have been merged into this Agreement, and there are no other understandings, representations or agreements, oral or written, express or implied other than those set forth herein. The terms of this Agreement may not be changed, modified or amended except by a writing signed by both parties. The provisions of this Agreement shall be binding and inure to the benefit of the Parties hereto and their successors and assigns and may only be amended by an agreement in writing duly executed by all parties hereto or their successors.

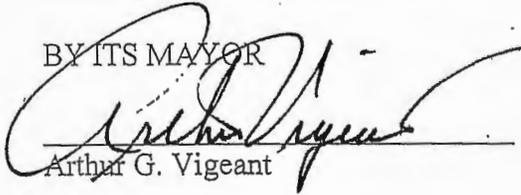
9. The Parties agree that the provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, including but not limited to the Massachusetts Appellate Tax Board, the remaining provisions shall remain in effect.

10. This Agreement is governed and construed by the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.

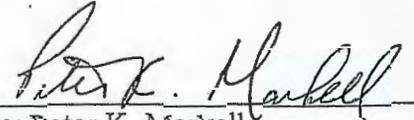
IN WITNESS WHEREOF, the City and Partners have caused this Agreement to be executed by their duly authorized representatives, as an instrument under seal as of the date first written above.

CITY OF MARLBOROUGH

BY ITS MAYOR

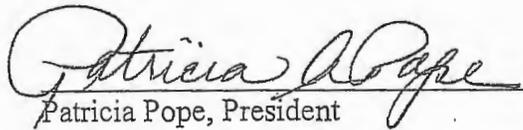

Arthur G. Vigeant

**PARTNERS HEALTHCARE SYSTEM,
INC.**

By: 
Name: Peter K. Markell

Title: Executive Vice President of
Administration and Finance,
Chief Financial Officer and
Treasurer

BY ITS CITY COUNCIL


Patricia Pope, President

APPROVED AS TO FORM:


Donald V. Rider, Jr., City Solicitor OR
Cynthia M. Panagore Griffin, Assistant City Solicitor