



**Massachusetts Gaming Commission  
101 Federal Street, 12th Floor  
Boston, MA 02110**

**2016 COMMUNITY MITIGATION FUND  
RESERVE / SPECIFIC IMPACT APPLICATION**

**CHECK BOX IF REQUESTING THE CREATION OF A  
MITIGATION RESERVE FUND FOR A COMMUNITY**

**APPLICATIONS DUE NO LATER THAN FEBRUARY 1, 2016.**  
*For anyone with specific impacts, please complete the gray boxes 1-4 beginning on page 2. If you are not applying for mitigation of specific impacts by February 1, 2016, you do not need to complete grayed boxes 1-4.*

1.	<b>Hampden County Sheriff's Department</b> <b>NAME OF MUNICIPALITY/GOVERNMENT ENTITY/DISTRICT</b>
2.	<b>Hampden County Sheriff's Department</b> <b>DEPARTMENT RECEIVING FUNDS</b>
3.	<b>William Christofori, CFO</b> <b>NAME AND TITLE OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS</b>
4.	<b>627 Randall Road, Ludlow, MA 01056</b> <b>ADDRESS OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS</b>
5.	<b>413-858-0114, <a href="mailto:Bill.Christofori@sdh.state.ma.us">Bill.Christofori@sdh.state.ma.us</a></b> <b>PHONE # AND EMAIL ADDRESS OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS</b>
6.	<b>Michael J. Ashe, Jr., Sheriff</b> <b>NAME AND TITLE OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY</b>
7.	<b>627 Randall Road, Ludlow, MA 01056</b> <b>ADDRESS OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY</b>
8.	<b>413-858-0101, <a href="mailto:Michael.Ashe@sdh.state.ma.us">Michael.Ashe@sdh.state.ma.us</a></b> <b>PHONE # AND EMAIL ADDRESS OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY</b>
9.	<b>MGM Springfield</b> <b>NAME OF GAMING LICENSEE</b>

**1. IMPACT DESCRIPTION**

**Please describe in detail the impact that is attributed to the construction of a gaming facility. Please provide support for the determination that the construction of the gaming facility caused or is causing the impact.**

The Western Massachusetts Correctional Addiction Center (WMCAC), the only Regional correctional treatment center in the commonwealth, was forced to move after 29 years of operation at 26 Howard Street in Springfield due to the looming MGM-Springfield Casino.

**2. PROPOSED MITIGATION**

**Please identify below the manner in which the funds are proposed to be used. Please provide documentation (e.g. - invoices, proposals, estimates, etc.) adequate for the Commission to ensure that the funds will be used for the cost of mitigating the impact from the construction of a proposed gaming establishment. Please describe how the mitigation request will address the specific impact indicated. Please attach additional sheets/supplemental materials if necessary.**

The Sheriff's Department worked with the Division of Capital Asset Management to develop an RFP, went out to bid and received an approved bid to move to a new location in Springfield. Our annual rent was \$666,276.17 which included utilities. The relatively low rent was due to longevity at the location (29 years). The annual rent at the new site is \$1,025,000 and does not include utilities (estimate \$336,000). The primary difference in rent is due to the fact that the landlord would have to do a build out of approximately \$4 million to retrofit the building for operations and programs, as was done over a period of years at the present site. This overwhelming upswing in rent is not affordable within our current budget. There can be no more compelling utilization of this Mitigation Fund than to enable the survival of one of the commonwealth's, and indeed the nation's, most effective correctional substance abuse treatment programs. At this point, it should be noted, that although WMCAC continues to serve the multiple DUI offender that it was founded to incarcerate, a good percentage of its residents now are substance abusers sentenced for offenses other than DUI. No other forced move due to the looming MGM-Springfield Casino threatens the existence of such a vital public safety program. Approximately 17,000 Berkshire, Franklin, Hampden, Hampshire and Worcester county offenders have completed the program since 1985 with many returning as mentors. It is grossly unfair and unacceptable that this commonwealth's model correctional substance abuse treatment center should be put out of existence to make room for a casino, without appropriate mitigation. We respectfully request that the Gaming Commission commit \$2 million, to enable us to reduce our annual rent by over \$400,000 per year, making the continued existence of the center affordable.

**3. IMPACT CONTROLS/ADMINISTRATION OF IMPACT FUNDS**

**Please provide detail regarding the controls that will be used to ensure that funds will only be used to address the specific impact. If non-governmental entities will receive any funds, please describe what reporting will be required and how the applicant will remedy any misuse of funds.**

We will submit monthly reports that detail all expenditures to the Gaming Commission.

**4. RELEVANT EXCERPTS FROM HOST OR SURROUNDING COMMUNITY AGREEMENTS**

**Please describe and include excerpts from any relevant sections of any Host or Surrounding Community Agreement. Please explain how this impact was either anticipated or not anticipated in that Agreement.**

The Host Agreement signed on April 30, 2013, between the City of Springfield and Blue Tarp Development, LLC states, "(J) Displaced Tenant Payments. The Developer will pay displaced tenants at the project site that agree to relocate within the City \$3/square foot towards their new security deposit and moving costs, increasing to \$4/square foot if such tenants relocate with the City's business improvement district."

**CERTIFICATION BY MUNICIPALITY/GOVERNMENTAL ENTITY**

**On behalf of the aforementioned municipality/governmental entity I hereby certify that the funds that are requested in this application will be used solely for the purposes articulated in this Application.**



\_\_\_\_\_  
Signature of Responsible Municipal  
Official/Governmental Entity

January 21, 2016

\_\_\_\_\_  
Date

**APPROVAL OF THE MASSACHUSETTS GAMING COMMISSION**

**On behalf of the Massachusetts Gaming Commission, the Commission hereby authorizes the payment from the Community Mitigation Fund in accordance with M.G.L. c. 23K as outlined in this Application.**

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ombudsman

\_\_\_\_\_  
Date



THE COMMONWEALTH OF MASSACHUSETTS

SHERIFF OF HAMPDEN COUNTY  
627 RANDALL ROAD  
LUDLOW, MA 01056

MICHAEL J. ASHE, JR.  
SHERIFF

TEL: (413) 547-8000  
FAX: (413) 589-1851

January 21, 2016

**Mr. John Ziemba, Ombudsman  
Massachusetts Gaming Commission  
101 Federal Street, 23<sup>rd</sup> Floor  
Boston, MA 02110**

A handwritten signature in blue ink that reads "John".

Dear Mr. Ziemba,

**I am writing to withdraw my 2015 application for mitigation funds.**

**I want to emphasize that the need is still there, and assure you that I will submit an application for 2016 mitigation funds.**

**Thank you for your continued assistance.**

Sincerely,

A handwritten signature in blue ink that reads "Michael J. Ashe, Jr.".

**Michael J. Ashe, Jr.  
Sheriff**

MJA/gjm



THE COMMONWEALTH OF MASSACHUSETTS

SHERIFF OF HAMPDEN COUNTY  
627 RANDALL ROAD  
LUDLOW, MA 01056

MICHAEL J. ASHE, JR.  
SHERIFF

TEL: (413) 547-8000  
FAX: (413) 589-1851

January 21, 2016

Mr. John Ziemba, Ombudsman  
Massachusetts Gaming Commission  
101 Federal Street, 23<sup>rd</sup> Floor  
Boston, MA 02110

A handwritten signature in blue ink that reads "John".

Dear Mr. Ziemba,

Enclosed please find my application for 2016 Community Mitigation Funds.

The Western Massachusetts Correctional Addiction Center (WMCAC), the only regional correctional treatment facility in the commonwealth, was forced to move after 29 years, due to the looming MGM-Springfield Casino. Working with DCAM, we went out to bid, and received a bid that met the approval of DCAM. Once again, funding is the issue.

Our annual rent in Springfield was \$666,276.17, which included utilities. The relatively low rent is due to longevity at the location (29 years).

The rent at the new site is \$1,025,000, and does not include utilities. The difference in rent is primarily due to the fact that the landlord would have to do a build-out of approximately \$4 million to retrofit the building for operations and programs, as was done over a period of years at the former site. The additional estimated cost of our utilities would be \$336,600 per year. This overwhelming upswing in rent is not affordable within our current budget.

**No other forced move due to the looming MGM-Springfield Casino threatens the existence of such a vital public service.** It is grossly unfair and unacceptable that this commonwealth's model correctional substance abuse treatment center should be put out of existence to make room for a casino, without appropriate mitigation.

**I respectfully request that the Commission conduct an expedited review of my application.**

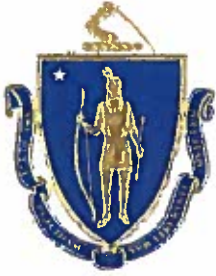
**Please do not hesitate to contact me at 413-858-0101 should you have questions or concerns. In addition, I am available to meet with you and/or the Commission in person regarding this application. Thank you.**

**Sincerely,**

A handwritten signature in blue ink that reads "Michael J. Ashe, Jr." The signature is written in a cursive style with a large, stylized initial 'M'.

**Michael J. Ashe, Jr.  
Sheriff**

**MJA/gjm**



THE COMMONWEALTH OF MASSACHUSETTS

SHERIFF OF HAMPDEN COUNTY  
627 RANDALL ROAD  
LUDLOW, MA 01056

MICHAEL J. ASHE, JR.  
SHERIFF

TEL: (413) 547-8000  
FAX: (413) 589-1851

January 21, 2016

Mr. John Ziemba, Ombudsman  
Massachusetts Gaming Commission  
101 Federal Street, 23<sup>rd</sup> Floor  
Boston, MA 02110

A handwritten signature in blue ink, appearing to read "John".

Dear Mr. Ziemba,

The Western Massachusetts Correctional Addiction Center (WMCAC), the only regional correctional treatment facility in the commonwealth, was forced to move after 29 years, due to the looming MGM-Springfield Casino. Working with DCAM, we went out to bid, and received a bid that met the approval of DCAM. Once again, funding is the issue.

Our annual rent was \$666,276.17, which included utilities. The relatively low rent is due to longevity at the location (29 years).

The rent at the new site is \$1,025,000, and does not include utilities. The difference in rent is primarily due to the fact that the landlord would have to do a build-out of approximately \$4 million to retrofit the building for operations and programs, as was done over a period of years at the former site. The additional estimated cost of utilities would be \$336,600 per year. This overwhelming upswing in rent is not affordable within our current budget.

Chapter 23K, section 61B of the Massachusetts General Laws established a Community Mitigation Fund to assist in offsetting costs due to the operation of gaming establishments. There can be no more compelling utilization of this Mitigation Fund than to enable the survival of one of the commonwealth's, and indeed the nation's, most effective correctional substance abuse treatment programs. At this point, in light of your concern for the commonwealth's opiate epidemic, it should be noted that although WMCAC continues to serve the multiple DUI offender that it was founded to incarcerate, a good percentage of its residents now are substance abusers sentenced for offenses other than DUI.

No other forced move due to the looming MGM-Springfield Casino threatens the existence of such a vital public service. It is grossly unfair and unacceptable that

**this commonwealth's model correctional substance abuse treatment center should be put out of existence to make room for a casino, without appropriate mitigation.**

**We strongly believe it is vitally necessary that the Gaming Commission appropriate the sum of \$2 million, enabling us to reduce our annual rent by over \$400,000 per year, making the continued existence of the Center affordable.**

**Please do not hesitate to call me if you have any questions or need more information. I look forward to working with you, shoulder-to-shoulder, to win the best future for our citizens.**

**Sincerely,**

A handwritten signature in blue ink that reads "Michael J. Ashe, Jr." with a stylized flourish at the end.

**Michael J. Ashe, Jr.  
Sheriff**

**MJA/gjm**



**THIS OFFICIAL FORM MUST NOT BE ALTERED.**  
**ALL MODIFICATIONS MUST BE MADE BY SEPARATE RIDER.**

**COMMONWEALTH OF MASSACHUSETTS  
OFFICE LEASE**

**1. SUBJECT MATTER AND TABLE OF CONTENTS**

**1.1 Subject Matter**

Each of the references in this Lease to any of the following subjects incorporates the data stated for that subject in this § 1.1 and, unless defined elsewhere in this Lease, constitutes the definition of the listed subject.

**DATE OF LEASE:**

**LANDLORD:**

Mill Street Iconic, LLC

**ADDRESS OF LANDLORD:**

118-35 Queens Blvd, suite 400  
Forest Hills, New York 11375

**LANDLORD'S REPRESENTATIVE:**

Name: Jeremie Lederer  
Address: Mill Street Iconic, LLC  
118-35 Queens Blvd, suite 400  
Forest Hills, New York 11375  
and/or such other persons as Landlord  
designates from time-to-time

**TENANT:**

The Commonwealth of Massachusetts acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance (DCAMM) of the Executive Office for Administration and Finance on behalf of the User Agency, Hampden County Sheriff's Department

**ADDRESS OF TENANT:**

Division of Capital Asset Management and  
Maintenance  
One Ashburton Place, 15th Floor  
Boston, Massachusetts 02108-1518

TENANT'S REPRESENTATIVE: Name: Martha Goldsmith, Director  
DCAMM, Office of Leasing  
Address: One Ashburton Place, Room 1411  
Boston, Massachusetts 02108  
and/or such other persons as Tenant designates from time-to-time, as set forth in § 4.4

USER AGENCY: Hampden County Sheriff's Department

ADDRESS OF USER AGENCY: 627 Randall Road  
Ludlow, Massachusetts, 01056

USER AGENCY'S REPRESENTATIVE: Name: William Christofori  
Address: 627 Randall Road  
Ludlow, Massachusetts, 01056  
and/or such other persons as User Agency designates from time-to-time, as set forth in § 4.4

BUILDING (ADDRESS): 155 Mill Street  
Springfield, Massachusetts 01108

PREMISES: Floor(s): Entire Building  
within the Building as shown in Exhibit A, together with all of the Landlord's Improvements (as defined in § 4.1) made within the Premises pursuant to the provisions of this Lease.

USABLE AREA OF PREMISES: Program Space: 49,005 square feet

RESERVED PARKING SPACES: Number: 38  
Location: On premises

PERMITTED USES: Subject to the provisions of § 6.1, Tenant must use the Premises for the following purposes:  
Residential Correctional Facility, Classrooms and Associated Administrative Offices

TERM: The Term begins on the Date of Occupancy, as defined in § 3.2, at 12:01 a.m., and continues until 11:59 p.m. of the date immediately preceding the tenth anniversary of the Date of Occupancy.

"Term" includes the Term, unless otherwise expressly stated. "Expiration Date" means the last day of the Term, and includes any effective date of termination of this Lease, unless otherwise indicated.

**BUSINESS DAY:**

Unless otherwise provided by this Lease, "business day" means any day other than Saturday, Sunday, or a designated holiday of the Commonwealth of Massachusetts on which the offices of the Commonwealth of Massachusetts are closed, whether throughout the Commonwealth of Massachusetts or only in Suffolk County.

**BASE RENT FOR TERM:**

Year One: \$1,025,000.00 per year in monthly installments of \$ 85,416.67  
\$ 20.92 per square foot for office space  
\$ N/A per square foot for storage space  
\$ 0.00 per parking space per year

Year Two: \$1,045,000.00 per year in monthly installments of \$ 87,083.33  
\$ 21.32 per square foot for office space  
\$ N/A per square foot for storage space  
\$ 0.00 per parking space per year

Year Three: \$1,066,410.00 per year in monthly installments of \$ 88,867.50  
\$ 21.76 per square foot for office space  
\$ N/A per square foot for storage space  
\$ 0.00 per parking space per year

Year Four: \$1,087,738.00 per year in monthly installments of \$ 90,644.83  
\$ 22.20 per square foot for office space  
\$ N/A per square foot for storage space  
\$ 0.00 per parking space per year

Year Five: \$1,109,493.00 per year in monthly installments of \$ 92,457.75  
\$ 22.64 per square foot for office space  
\$ N/A per square foot for storage space  
\$ 0.00 per parking space per year

Year Six: \$1,131,683.00 per year in monthly installments of \$ 94,306.92  
\$ 23.09 per square foot for office space  
\$ N/A per square foot for storage space  
\$ 0.00 per parking space per year

Year Seven: \$1,154,316.00 per year in monthly installments of \$ 96,193.00  
\$ 23.56 per square foot for office space  
\$ N/A per square foot for storage space  
\$ 0.00 per parking space per year

Year Eight:           \$1,154,316.00 per year in monthly installments of \$ 96,193.00  
\$       23.56 per square foot for office space  
\$       N/A per square foot for storage space  
\$       0.00 per parking space per year

Year Nine:           \$1,154,316.00 per year in monthly installments of \$ 96,193.00  
\$       23.56 per square foot for office space  
\$       N/A per square foot for storage space  
\$       0.00 per parking space per year

Year Ten:           \$1,154,316.00 per year in monthly installments of \$ 96,193.00  
\$       23.56 per square foot for office space  
\$       N/A per square foot for storage space  
\$       0.00 per parking space per year

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1. SUBJECT MATTER AND TABLE OF CONTENTS

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Landlord and Tenant have executed multiple counterparts of this document, under seal in accordance with the laws of the Commonwealth of Massachusetts, Tenant having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, who was joined by an authorized representative of the User Agency as an adjunctive signatory, neither of whom incurs any personal liability as a result of such signature.

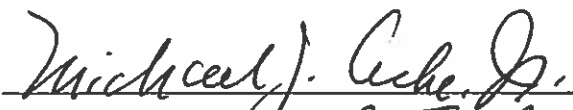
**LANDLORD: MILL STREET ICONIC, LLC**

By:   
Printed Name: JEREMIE LEDERER  
Title: MANAGER

**TENANT: COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH THE COMMISSIONER OF ITS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE**

By: \_\_\_\_\_  
Carol W. Gladstone, Commissioner, who certifies, under penalties of perjury, that she has fully complied with the advertising requirements of G. L. c. 7C, § 36, in connection with the property described in this document.

**USER AGENCY: HAMPDEN COUNTY SHERIFF'S DEPARTMENT**

By:   
Printed Name: MICHAEL J. ASHE, JR.  
Title: Sheriff, Hampden Co

Approved as to Matters of Form:

\_\_\_\_\_  
Peter A. Wilson, Deputy General Counsel  
Division of Capital Asset Management and Maintenance



RIDER TO LEASE

DATE OF LEASE:

LANDLORD: Mill Street Iconic, LLC

TENANT: The Commonwealth of Massachusetts acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance (DCAMM) of the Executive Office for Administration and Finance on behalf of the User Agency, HAMPDEN COUNTY SHERIFF'S DEPARTMENT.

BUILDING (ADDRESS): 155 Mill Street, Springfield, Massachusetts 01108

PREMISES: 155 Mill Street, Springfield, Grade level plus three floors within the Building as shown in Exhibits A , together with all of the Landlord's Improvements (as defined in § 4.1) made within the Premises pursuant to the provisions of this Lease.

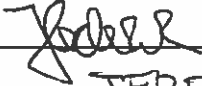
Modify this Lease as follows:

1. Any references in this Lease to Exhibit A-1 Landlord's Measured Drawings of the Premises and Exhibit B Schematic Space Plan are inapplicable.
2. Substitute the following for §§ 2.2 (a) and 2.2 (b): "For the purpose of this Lease "Usable Area" means The Entire Building."
3. In § 4.1, substitute "Exhibit A: "for "the Schematic Space Plan attached as Exhibit B."
4. In § 4.2 (e), substitute "Exhibit A" for each reference to Exhibit B.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Landlord and Tenant have executed multiple counterparts of this document, under seal in accordance with the laws of the Commonwealth of Massachusetts, Tenant having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, who was joined by an authorized representative of the User Agency as an adjunctive signatory, neither of whom incurs any personal liability as a result of such signature.

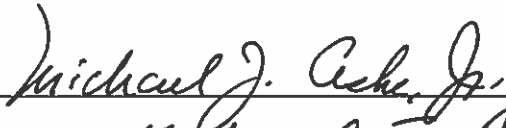
**LANDLORD: MILL STREET ICONIC, LLC**

By:   
Printed Name: JEREMIE LEDERER  
Title: MANAGER

**TENANT: COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH THE COMMISSIONER OF ITS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE**

By: \_\_\_\_\_  
Carol W. Gladstone, Commissioner, who certifies, under penalties of perjury, that she has fully complied with the advertising requirements of G. L. c. 7C, § 36, in connection with the property described in this document.

**USER AGENCY: HAMPDEN COUNTY SHERIFF'S DEPARTMENT**

By:   
Printed Name: MICHAEL J. ASHE, JR  
Title: Sheriff, Hampden Co.

Approved as to Matters of Form:

\_\_\_\_\_  
Peter A. Wilson, Deputy General Counsel  
Division of Capital Asset Management and Maintenance

COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE  
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE  
OFFICE OF LEASING AND STATE OFFICE PLANNING

**CERTIFICATE OF COMPLIANCE WITH EXECUTIVE ORDER NO. 481**

Pursuant to Executive Order No. 481, JEREMIE LEDERER,  
(name(s) of person(s) who signed the document to which this Certificate is  
attached for Landlord, Licensor, Mortgagee, or Prospective Lender)  
MANAGER of MILL STREET ICONIC LLC (Contractor),  
(title(s) of person(s) who signed the document  
to which this Certificate is attached for Landlord,  
Licensor, Mortgagee, or Prospective Lender) (name of Landlord, Licensor, Mortgagee, or Prospective Lender  
named in the document to which this Certificate is attached)

whose principal place of business is located at 118-35 Queens Blvd, suite 400  
Forest Hills, New York, 11375  
(address of principal place of business of Landlord, Licensor, Mortgagee or  
Prospective Lender named in the document to which this Certificate is attached)

certifies, as a condition of receiving Commonwealth funds under (a) the lease or (b) the short-term  
tenancy agreement or (c) the license or (d) the amendment or (e) the subordination, non-disturbance, and  
attornment agreement or (f) the change-of-ownership documents to which this Certificate is attached (this  
Contract) for the premises located at 155 Mill Street, Springfield, Massachusetts, 01108  
(address of the premises as stated in  
10 Year Lease that:  
the document to which this Certificate is attached)

1. The following provisions of this certification are ancillary to this Contract and will be and are binding upon Contractor as if literally included among the provisions of this Contract, as it may be amended from time-to-time.
2. Contractor must not and will not knowingly use undocumented workers in connection with Contractor's performance under this Contract.
3. Pursuant to federal requirements, Contractor must and will verify the immigration status of all workers assigned to Contractor's performance under this Contract without engaging in unlawful discrimination, and Contractor must not and will not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.
4. Contractor is aware that any breach of item 2, item 3, or both item 2 and item 3 during the term of this Contract may be regarded as a material breach of this Contract, subjecting Contractor to sanctions, including by way of example only and not limitation, monetary penalties, withholding of Commonwealth funds and other payments, suspension or termination of this Contract or both, and any other remedy available to Tenant or Licensee under this Contract, at law, or in equity.

Signed under the penalties of perjury on Jan 22, 2016.

J Lederer  
(signature(s) of person(s) whose name(s) and  
title(s) appear at the beginning of this Certificate)