



20

COMMUNITY MITIGATION FUND

APPENDIX C

Specific Impact Grant Application

BD-20-1068-1068C-1068L-46130

Please complete entire Application

	Hampden County Sheriff's Department (HCSD), Ludlow MA.
1.	NAME OF MUNICIPALITY/GOVERNMENT ENTITY/DISTRICT
	Sheriff Department Hampden (SDH) Community Mitigation
2.	PROJECT NAME (LIMIT 10 WORDS)
	HCSD in its fifth of a ten year lease due to the relocation of Western Massachusetts Recovery and Wellness Center (WMRWC) from 26 Howard Street to 155 Mill Street Springfield, MA. HCSD has experienced a significant lease offset due to this forced move to make way for the MGM Casino.
3.	BRIEF PROJECT DESCRIPTION (LIMIT 50 WORDS)
	Nicholas Cocchi, Sheriff, Hampden County MA.
4.	NAME AND TITLE OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY
	627 Randall Road, Ludlow, MA. 01056
5.	ADDRESS OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY
	413-858-0101, nick.cocchi@sdh.state.ma.us
6.	PHONE # AND EMAIL ADDRESS OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY
	Christopher Gelonese, Chief Financial Officer, HCSD
7.	NAME AND TITLE OF CONTRACT MANAGER RESPONSIBLE FOR HANDLING OF FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY
	627 Randall Road, Ludlow, MA. 01056
8.	ADDRESS OF CONTRACT MANAGER RESPONSIBLE FOR HANDLING OF FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY
	413-858-0117, chris.gelonese@sdh.state.ma.us
9.	PHONE # AND EMAIL ADDRESS OF CONTRACT MANAGER ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY
	MGM Springfield
10.	NAME OF GAMING LICENSEE

2020 SPECIFIC IMPACT GRANT APPLICATION

BD-20-1068-1068C-1068L-46130

Page 2 of 3

1. IMPACT DESCRIPTION

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

The Western Massachusetts Correctional Alcohol Center, now known as the Western Massachusetts Recovery and Wellness Center (WMRWC), a regional correctional treatment center in the Commonwealth, operated by the Hampden County Sheriff's Department was forced to move after 29 years of operation at 26 Howard Street in Springfield due to this facility being within the physical footprint of the casino. The new location at 155 Mill Street in Springfield cost the HCSD a significant amount more than the original lease.

2. PROPOSED USE OF SPECIFIC IMPACT MITIGATION FUNDS. (Please attach additional sheets/supplemental materials if necessary.)

a) Please identify the amount of funding requested.

The lease assistance is requested for fiscal year 2021 in the amount of \$400,000.00.

b) Please identify below the manner in which the funds are proposed to be used. Please provide detailed scope, budget and timetable for the use of funds.

This application is being submitted as per the 2020 Community Mitigation Fund BD-20-1068-1068C-1068L-46130. The Specific Impact Grant states "in 2016 the Commission awarded the Hampden County Sheriff's Department funds to offset increased rent for the Western Massachusetts Correctional Alcohol Center". HCSD worked with the MA Division of Capital Asset Management and Maintenance (DCAMM) to develop a RFP which was sent out to bid. The new accepted bid sited the facility to 155 Mill Street, Springfield MA. Our original rent at the Howard Street Location (now in the heart of the casino campus) was \$666,267.00 including utilities. The lower than market rate was due to the length of tenant stay at the original site (29 years). The current HCSD budget does not reflect this increase.

The 10 year lease at the Mill Street address cost HCSD \$11,820,588.00 from December 2016 to December 2026.

c) 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 operation of a proposed gaming establishment.

Attached to this application are the FY2021 lease payment schedule and the ten year lease agreement between the Division of Capital Asset Management and Maintenance and Mill Street Iconic, LLC.

d) Please describe how the mitigation request will address the impact indicated.

The requested \$400,000.00 for FY2021 will be used to offset the increase in annual lease to the Western Massachusetts Recovery and Wellness Center.

3. CONNECTION TO GAMING FACILITY

Please provide specificity/evidence that the requested funds will be used to address issue or impacts directly related to the gaming facility.

The requested \$400,000.00 for FY2021 will be used to supplement funding to pay for the facility lease at 155 Mill Street, Springfield, MA. This relocation occurred due to the original facility located on Howard Street, Springfield, MA being located within the MGM blueprint.

4. INTERNAL CONTROLS/ADMINISTRATION OF FUNDS

Please provide detail regarding the controls that will be used to ensure that funds will only be used to address the 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.

HCSD will submit quarterly expenditure reports unless earlier reporting is specified by the Massachusetts Gaming Commission. HCSD will strive to meet whatever documentation is required.

5. 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, addresses displaced tenants in section J. "The developer will pay displaced tenants at the project site that agree to locate within the city".

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

1-27-2020

Date

MGM SPRINGFIELD

~~FEBRUARY 27, 2015~~

By Email (john.s.ziemba@state.ma.us)

John Ziemba, Ombudsman
Massachusetts Gaming Commission
101 Federal Street, 23rd Floor
Boston, MA 02110

Re: 2015 Community Mitigation Fund Application of the Hampden County Sheriff

Dear Mr. Ziemba:

Please accept this letter in response to your request that Blue Tarp reDevelopment, LLC ("MGM") review and comment on the Hampden County Sheriff's application for a grant in the amount of \$4 million to reduce the rent obligation in connection with the Sheriff's relocation of the Western Massachusetts Correctional Alcohol Center (WMCAC), which is presently located on MGM's project site and must relocate (the "Sheriff's Application").

~~MGM fully supports the Sheriff's Application.~~ As the Sheriff has indicated, the WMCAC is a very important program which has been widely recognized as a model correctional substance abuse treatment center over its nearly three decades of operations. Sheriff Ashe rightly deserves praise for his efforts and success with this program.

As you are aware, MGM has been working very closely with the Sheriff's Department, DCAMM and the Commission to address the relocation of the WMCAC. Though not required under the Host Community Agreement with the City of Springfield, MGM has spent significant time, resources and money, including direct payments of nearly \$600,000, in an effort to preserve the Sheriff's preferred relocation site. It is crucial to our ability to stay on time and on budget that the Sheriff vacate the premises at 26 Howard Street to allow us to commence remediation and demolition preparation in April.

It is our understanding that because (i) the Sheriff's rent for the WMCAC facility at 26 Howard Street has been well below market for years based on longstanding support of the prior landlord and (ii) any new location will require costly improvements associated with the modern security and surveillance requirements of a correctional facility, the Sheriff will likely face an annual rent increase (inclusive of utilities cost) in excess of \$1 million annually. MGM understands that this presents a challenge for the Sheriff and the Commonwealth. The Sheriff is effectively requesting \$500,000 per year to offset this rent increase, either in the form of an upfront grant or a continuing ten year annual grant to be repaid at the end of the ten years. His request is reasonable and understandable. MGM supports this request.

MGM's full support of the Sheriff's Application notwithstanding, I must address the repeated statement made in the Sheriff's Application that it would be "grossly unfair and unacceptable" for the WMCAC "to be put out of existence to make room for a casino, without appropriate

MGM Springfield Community Office
1441 Main Street Suite 137
Springfield, MA 01103
413-735-3000

mitigation." Of course, no one is suggesting that the WMCAC should be put out of existence. MGM has long recognized the importance of the WMCAC and, as a result, has worked tirelessly with the Sheriff and the Commonwealth to assist the Commonwealth in addressing its need to relocate this state facility to allow MGM's state-licensed casino development to timely open and accomplish the legislative objective of generating thousands of jobs, spin-off economic development and millions in tax revenues for the citizens of the Commonwealth. The Commonwealth, through the Legislature and the voters, has overwhelmingly endorsed and supported casino gaming as an economic development engine and form of entertainment appropriate and desirable in Massachusetts. Any implication that, because MGM's project involves casino gaming, the analysis surrounding the relocation of the WMCAC and the need for mitigation funding should be any different is misplaced.

Thank you for the opportunity to review and comment upon the above-referenced application. Should you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely,



Michael Mathis
President

cc Rick Day, Executive Director, Massachusetts Gaming Commission (by email)
Michael J. Ashe, Jr., Hampden County Sheriff (by mail)



THE CITY OF SPRINGFIELD, MASSACHUSETTS

MAYOR DOMENIC J. SARNO

HOME OF THE BASKETBALL HALL OF FAME

January 16, 2020

John Ziemba, Ombudsman
Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, MA 02110

Dear Attorney Ziemba:

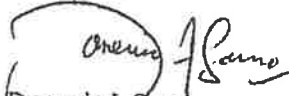
As Mayor of the host city for the MGM Springfield Casino, I am writing in full support of the application of Sheriff Nicholas Cocchi on behalf of the Hampden County Sheriff's Department (HCSD) for mitigation funding through the 2020 Specific Impact Grant.

The Western Massachusetts Correctional Alcohol Center was in the footprint of the casino and was displaced, forcing relocation to a permanent address of 155 Mill Street in the city. With the new facility, the name was updated to become the Western Massachusetts Recovery and Wellness Center (WMRWC). The name change reflects the evolved mission of WMRWC as they treat offenders with various substance use disorder related issues. HCSD uses an integrated model of education, treatment, and recovery to address these addictions. This program is highly respected throughout the Commonwealth of Massachusetts.

As Mayor of this great city, I have personally seen the benefit we receive from the Community Service Restitution Program that the residents of WMRWC engage with as part of their rehabilitation. Furthermore, this program continues to be a tool for fighting crime in our community. No other forced move due to the casino creation threatened such a vital public service, which is performed at WMRWC.

It is my opinion that Sheriff Nick Cocchi's application requesting \$400,000 for the fiscal year 2021 is warranted and needed. I am pleased to see the Massachusetts Gaming Commission Local Community Mitigation Advisory Committee agreed to allow HCSD to apply and we fully support the endeavor to support the lease assistance of WMRWC. Thank you for your time and attention in this matter.

Respectfully,


Domenic J. Sarno
Mayor

God Bless

3

OFFICE OF LEASING

For DCAM Use
Project Number: 201508001
Facility Code: ZR
Project Manager: Peter Woodford

USER AGENCY NAME: Hampden County Sheriff's Department ADDRESS: 155 Mill Street, Springfield SF: 49,005				NAME OF OFFICE/FACILITY: Western Massachusetts Correctional ZIP CODE: 01108 STAFF, PTE: SF/PTE: RESERVED PKG: 38																																																																																																																														
1. SUMMARY OF AGREEMENT																																																																																																																																		
TERM: Beginning <u>07/01/16</u> (date) for a period of <u>ten</u> years (number of years and months) and ending <u>06/30/26</u> (date).																																																																																																																																		
LANDLORD <input type="checkbox"/> Public <input checked="" type="checkbox"/> Private Name: <u>Mill Street Iconic, LLC</u> Mailing Address: <u>118-33 Queens Blvd, Suite 400</u> <u>Forest Hills, NY 11375</u>				Vendor Code # (if known): _____																																																																																																																														
Contact Person: <u>Jeremie Ledner</u> Telephone #: <u>1-305-527-7090</u>				COSTS NOT INCLUDED IN BASE RENT																																																																																																																														
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USER AGENCY Sufficient funds are included or have been requested in the budget to cover the cost of this agreement.				DCAMM																																																																																																																														
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**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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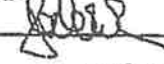
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Landlord and Tenant have executed multiple counterparts of this document, under seal in accordance with the laws of the Commonwealth of Massachusetts, Tenant having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, 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.

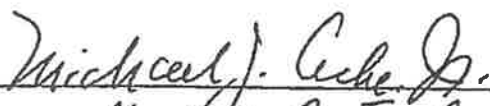
LANDLORD: MILL STREET ICONIC, LLC

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.

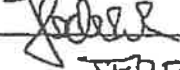
Modify this Lease as follows:

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.

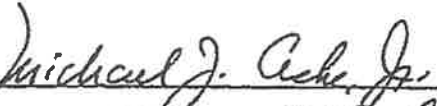
LANDLORD: MILL STREET ICONIC, LLC

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

the document to which this Certificate is attached)

that:

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.

[Signature]
(signature(s) of person(s) whose name(s) and title(s) appear at the beginning of this Certificate)