



22

COMMUNITY
MITIGATION
FUND

APPENDIX C – SPECIFIC IMPACT GRANT APPLICATION

BD-22-1068-1068C-1068L-68403

Please complete each section of this Application

1. PROJECT INFORMATION

a) NAME OF MUNICIPALITY/GOVERNMENT ENTITY/DISTRICT AND VENDOR CODE	
Hampden County Sheriff's Department (HCSD), Hampden County, MA.	VENDOR CODE:

b) PROJECT NAME (LIMIT 10 WORDS)
Sheriff's Department Hampden (SDH) Specific Impact 2022

c) BRIEF PROJECT DESCRIPTION (LIMIT 50 WORDS)
HCSD in its seventh 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, has experienced a significant lease offset due to this forced move to make way for the MGM Casino.

d) CONTACT PERSON(S)/TITLE (Persons with responsibility for this grant)
Nicholas Cocchi, Sheriff, Hampden County MA.

e) PHONE # AND EMAIL ADDRESS OF CONTACT PERSON(S)
413-858-0101 Nick.cocchi@sdh.state.ma.us

f) MAILING ADDRESS OF CONTACT PERSON(S)
627 Randall Road, Ludlow, MA. 01056

2. IMPACT DESCRIPTION/CONNECTION TO GAMING FACILITY

a) Please describe in detail the impact that is attributed to the operation of a gaming facility.
The Western Massachusetts 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 Mil Street in Springfield cost the HCSD a significant amount more than the original lease.

b) Please provide documentation, specificity or evidence that gives support for the determination that the operation of the gaming facility caused or is causing the impact (i.e. surveys, data, reports)
Attached to this application are the fiscal year 2023 lease payment schedule and the ten year lease agreement between the Division of Capital Asset Management and Maintenance and Mill Street Iconic, LLC.

c) How do you anticipate your proposed remedy will address the identified impact?
HCSD is requesting \$400,000 for fiscal year 2023 to offset the annual lease increase to the Western Massachusetts Recovery and Wellness Center. This will directly remedy the impact of the lease offset as the cost of the lease offset is not accounted for by any other funding source.

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

a) Please identify the amount of funding requested. In determining the funding request, please round up to the nearest hundred dollars.
The lease assistance is requested for fiscal year 2023 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 2022 Community Mitigation Fund BD-22-1068-1068C-1068L-68403. 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-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 gaming establishment.

Attached to this application are the fiscal year 2023 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 fiscal year 2023 will be used to offset the increase in the annual lease to the Massachusetts Recovery and Wellness Center.

e) How will you provide the data for reporting? How will you measure the effectiveness of the proposed project in mitigating impacts?

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

4. RELEVANT EXCERPTS FROM HOST OR SURROUNDING COMMUNITY AGREEMENTS

a) Please describe and include excerpts from any relevant sections of any Host or Surrounding Community Agreement.

N/A

b) Please explain how this impact was either anticipated or not anticipated in that Agreement.

N/A

5. INTERNAL CONTROLS/ADMINISTRATION OF FUNDS

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

HCS D will provide documentation that funds are only being used to pay for the lease offset.

b) Will any non-governmental entity receive funds? If so, please describe. 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.

No non-governmental entity will receive funds.

6. 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.



Date: 1/24/2022

**Signature of Responsible Municipal
Official/Governmental Entity**

Nicholas Cocchi

(print name)

Sheriff, Hampden County

Title:

TRANSACTION APPROVAL

DCAMM

3

New Lease
 Tenancy
 Authorization to Pay Rent Without Written Agreement

Amendment # 1
 Other _____

JAN 17 2017

OFFICE OF LEASING

DCAMM / Office of Leasing & State Office Planning 617-727-8000 x31800

For DCAMM 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
 Addition Center
 ZIP CODE: 01108
 STAFF, FTE: _____ SF/FTE: _____ RESERVED PNG: 38

I. SUMMARY OF AGREEMENT

TERM: Beginning 07/01/16 (date) for a period of ten years (number of years and months)
 and ending 06/30/26 (date).

LANDLORD Public Private
 Name: Mill Street Iconic, LLC
 Mailing Address: 118-35 Queens Blvd, Suite 400
 Forest Hills, NY 11375

Vendor Code # (if known): _____

Contact Person: Jeremie Ledezier
 Telephone #: 1-305-527-7090

COSTS NOT INCLUDED IN BASE RENT

RENT PERIOD			RENT		
Year	Begin Date	End Date	Rate/SF	Annual Rent	Monthly Rent
1	07/01/16	06/30/17	\$ 20.92	\$ 1,025,000.00	\$ 85,416.67
2	07/01/17	06/30/18	\$ 21.32	\$ 1,045,000.00	\$ 87,083.33
3	07/01/18	06/30/19	\$ 21.76	\$ 1,066,410.00	\$ 88,867.50
4	07/01/19	06/30/20	\$ 22.20	\$ 1,087,738.00	\$ 90,644.83
5	07/01/20	06/30/21	\$ 22.64	\$ 1,109,493.00	\$ 92,457.75
6	07/01/21	06/30/22	\$ 23.09	\$ 1,131,683.00	\$ 94,306.92
7	07/01/22	06/30/23	\$ 23.56	\$ 1,154,316.00	\$ 96,193.00
8	07/01/23	06/30/24	\$ 23.56	\$ 1,154,316.00	\$ 96,193.00
9	07/01/24	06/30/25	\$ 23.56	\$ 1,154,316.00	\$ 96,193.00
10	07/01/25	06/30/26	\$ 23.56	\$ 1,154,316.00	\$ 96,193.00
Avg.					
Average:			\$ 22.62	\$ 1,108,258.80	

Estimated Year 1 Cost	Paid To	
	Landlord	Other
Electricity (Lights & Plugs):		\$52,000.00
HVAC		\$203,000.00
Parking		
Janitorial		
Escalation		
One-time payment		
Add Improvements		\$48,665.00
Other		
TOTAL		\$308,665.00
Estimated Yr. 1 Total Occupancy Cost:		\$1,333,665.00
Estimated Yr. 1 Cost/SF:		\$27.21

RENTAL State Federal Trust Fund #
 ACCOUNT(S) State Federal Trust Fund #

2. APPROVALS

USER AGENCY Sufficient funds are included or have been requested in the budget to cover the cost of this agreement.

Authorized Signature: Chris Gelonese Date: 1-17-17
 Title: Sheriff

DCAMM Authorized Signature: Beth Rubenstein Date: 1/24/17
 Title: Deputy Commissioner

User Agency Contact: Chris Gelonese Telephone #: 413-858-0114

DCAMM Project Manager: Peter Woodford Date: 1-13-17

3. CONFIRMATION OF DATE OF OCCUPANCY

Date of Agreement	FY		Date Rent for FY	FY		Base Rent for FY	FY		Base Rent for FY
	FY 17	S							
Commencement: 1-20-17			\$ 48,665.00						
Expiration: 1-28-17									

Authorized Signature: Peter Woodford Date: 1-16-17

DCAMM Reviewed By: Peter Woodford Date: 1-13-17

**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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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.

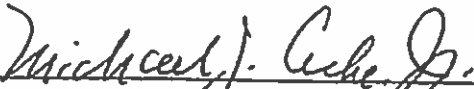
LANDLORD: MILL STREET ICONIC, LLC

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.

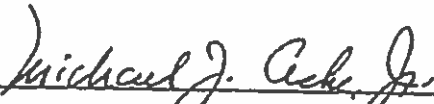
LANDLORD: MILL STREET ICONIC, LLC

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.

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

MGM SPRINGFIELD

~~FEBRUARY 22, 2015~~

By Email (John.s.ziamba@state.ma.us)

John Ziamba, 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. Ziamba:

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)