



23

COMMUNITY MITIGATION FUND

2023 Specific Impact Grant Application

Bid No. BD-23-1068-1068C-1068L-81256

All completed applications must be sent by January 31st to be considered for funding for the 2023 Grant Round. Please submit this completed form as well as any relevant attachments to MGCCMF@Massgaming.gov.

For more detailed instructions as well as the 2023 Application Guidelines please visit <https://massgaming.com/about/community-mitigation-fund/>

I. Project Summary

Legal Name of Applicant: Sheriff's Department Hampden (SDH)

Project Name (Please limit to 5 words): SDH Specific Impact 2023

Amount Requested: \$400,000.00

Brief Project Description (approx. 50 words): Hampden County Sheriff's Department (HCSD) in its eighth 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.

II. Applicant Contact Information

Please provide below the manager for this grant and any other individuals you would like to be copied on all correspondence.

Grant Manager: Angie Savageau

Email Address: Angie.savageau@sdh.state.ma.us

Telephone Number: 413-858-0041

Address: 627 Randall Road, Ludlow MA. 01056

Contact II: Nicholas Cocchi

Role: Sheriff, Hampden County

Email Address: Nick.cocchi@sdh.state.ma.us

Telephone Number: 413-858-0101

Address: 627 Randall Road, Ludlow, MA. 01056

Contact III: Christopher Gelonese

Role: Chief Financial Officer

Email Address: Chris.gelonese@sdh.state.ma.us

Telephone Number: 413-858-2117

Address: 627 Randall Road, Ludlow, MA. 01056

III. Detailed Project Description & Mitigation

1) Please describe in detail the impact that is attributed to the operation of a gaming facility. Please provide documentation 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).

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 Specific Impact Grant States "in 2016 the Commission awarded the Hampden County Sheriff's Department funds to offset the 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. The new location at 155 Mill Street in Springfield cost the HCSD a significant amount more than the original lease. Our original rent at the Howard Street location was \$666,257.00 including utilities. The lower than market rate was due to the length of tenant stay at the original site. The 10 year lease at the Mill Street address cost HCSD \$11,820,588.00 from December 2016-December 2026.

2) *(If applicable)* Please explain how this impact was not anticipated in the Applicant's Host or Surrounding Community Agreement.

3) Please describe what the Applicant is proposing and how the mitigation request will address the impact indicated.

HCSD is requesting \$400,000 for fiscal year 2024 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.

IV. Scope, Budget, and Timeline

Applicant: Sheriff's Department Hampden	Vendor Code:
Total Amount Requested: \$400,000.00	Estimated Total Project Cost:

Scope of Work

Please include below a breakdown of the proposed work. The project scope should be sufficiently detailed to allow the review team to understand the steps required for project completion.

a. Mill Street Iconic Lease Payment Schedule for FY 2024 appropriation #89100102

Q1-July 23-Sept 23	Mill Street Iconic \$96,200.00 a month for the Mill Street Lease		\$288,600.00
Q2-Oct 23-Dec 23	Mill Street Iconic \$96,200.00 a month for the Mill Street Lease		\$288,600.00
Q3-Jan 24-Mar 24	Mill Street Iconic \$96,200.00 a month for the Mill Street Lease		\$288,600.00
Q4-Apr 24-June 24	Mill Street Iconic \$96,200.00 a month for the Mill Street Lease		\$288,600.00
		TOTAL:	\$1,154,400.00

Proposed MGC Grant Budget

Please use the following table to outline the budget of your project. Include any requests for proposals, quotes, or estimates that would quantify the costs associated with the mitigation as an attachment. In determining the funding request, please round up to the nearest hundred dollars.

Timeline	Description of Purchase/Work	QTY	Budget
Q1-July 23-Sept 23	Mill Street Iconic \$33,333.00 a month for the Mill Street Lease		\$100,000.00
Q2-Oct 23-Dec 23	Mill Street Iconic \$33,333.00 a month for the Mill Street Lease		\$100,000.00
Q3-Jan 24-Mar 24	Mill Street Iconic \$33,333.00 a month for the Mill Street Lease		\$100,000.00
Q4-Apr 24-June 24	Mill Street Iconic \$33,333.00 a month for the Mill Street Lease		\$100,000.00
		TOTAL:	\$400,000.00

Funding Source			
In Kind Services	Description of Purchase/Work	QTY	
Federal			
State			
Local Match			

V. Regional Incentive Award	
Are you applying for a Regional Incentive Award?	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Partner Community Contact-
Name:
Role:
Email Address:
Telephone Number:
Address:

VI. Waiver	
If you are applying for a waiver, please submit the Waiver Form with your application. The form can be found at www.massgaming.com/about/community-mitigation-fund/forms/	
Are you applying for a waiver?	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

VII. Please provide a brief description of each attachment.
Attached to this application is the ten year lease agreement between the Division of Capital Asset Management and Maintenance and Mill Street Iconic, LLC. This agreement shows each FY lease payment schedule. Attached is a letter by Sheriff Nicholas Cocchi to the Massachusetts Gaming Commission requesting the Commission consider awarding funding to maintain the 10 year lease offset for its full lifespan.

VIII. Applicant Certification

On behalf of the aforementioned applicant/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

1/24/2023
Date:

Nicholas Cocchi

(print name)

Sheriff, Hampden County MA.

Title:

TRANSACTION APPROVAL

DCAMM

3

JAN 17 2017

- New Lease Amendment # 1
 Tenancy Other _____
 Authorization to Pay Rent Without Written Agreement

OFFICE OF LEASING

DCAMM / Office of Leasing & State Office Planning 617-737-8000 x31800

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

USER AGENCY NAME: Hampden County Sheriff's Department	NAME OF OFFICE/FACILITY: Western Massachusetts Correctional
ADDRESS: 133 Mill Street, Springfield	Addition Center
SF: 49,203	ZIP CODE: 01108
STAFF, FTE: _____ SF/FTE: _____ RESERVED P&G: 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: MH Street Iconic, LLC
 Mailing Address: 118-33 Quince Blvd, Suite 400
Forest Hills, NY 11373
 Vendor Code # (if known): _____

Contact Person: <u>Jessie Lester</u> Telephone #: <u>(1-303-377-7090)</u>		COSTS NOT INCLUDED IN BASE RENT	
BASE RENT for This Agreement		Estimated Year 1 Cost:	Paid To
RENT PERIOD	RENT	Electricity (Lights & Plugs):	Landlord
Year	Begin Date	End Date	Other
1	07/01/16	06/30/17	\$22,000.00
2	07/01/17	06/30/18	\$20,000.00
3	07/01/18	06/30/19	\$21,760.00
4	07/01/19	06/30/20	\$22,200.00
5	07/01/20	06/30/21	\$22,840.00
6	07/01/21	06/30/22	\$23,090.00
7	07/01/22	06/30/23	\$23,360.00
8	07/01/23	06/30/24	\$23,560.00
9	07/01/24	06/30/25	\$23,560.00
10	07/01/25	06/30/26	\$23,560.00
Avg:			
Average: \$ 23.67 \$ 1,108,358.80		HVAC	\$22,000.00
		Parking	\$200,000.00
		Janitorial	
		Escalation	
		One-time	
		payments	
		Other	\$48,663.00
		Add Improvements	
		TOTAL	\$308,663.00
		Estimated Yr. 1 Total Occupancy Cost:	\$1,333,485.00
		Estimated Yr. 1 Cost/SF:	\$27.11

2. APPROVALS

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

Authorized Signature: [Signature] Date: 7-17-17
 Title: Sheriff

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

DCAMM: Authorized Signature: [Signature] Date: 1/24/17
 Title: Deputy Commissioner

DCAMM Project Manager: [Signature] Date: 1-13-17

3. CONFIRMATION OF DATE OF OCCUPANCY

USER AGENCY	Date of Agreement	FY	Base Rent for FY	FY	Base Rent for FY	FY	Base Rent for FY
Commencement:	<u>1-20-17</u>	FY 17	\$ 48,663.00				
Expiration:	<u>1-28-17</u>						

Authorized Signature: [Signature] Date: 1/16/17

DCAMM Reviewed By: [Signature] 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: Manha 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.

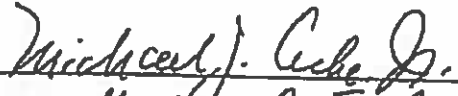
LANDLORD: MILL STREET ICONIC, LLC

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
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
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.

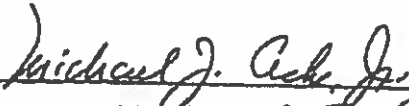
LANDLORD: MILL STREET ICONIC, LLC

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



NICHOLAS COCCHI
SHERIFF

THE COMMONWEALTH OF MASSACHUSETTS

SHERIFF OF HAMPDEN COUNTY
627 RANDALL ROAD
LUDLOW, MA 01056

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

November 21, 2019

2020 Community Mitigation Funds

Massachusetts Gaming Commission
C/O Mary S. Thurlow, Program Manager
101 Federal Street, 12th Floor
Boston, MA 02110
(617) 979-8420
Re: Mitigation Guidelines 2020

Dear Massachusetts Gaming Commission (MGC),

The Commission will begin its review of the mitigation guidelines in the upcoming weeks. The Hampden County Sheriff's Department (HCSD) will apply for Fiscal Year 2021 assistance, and I feel it is my responsibility to notify you of my intentions regarding the community mitigation application. HCSD received a \$2.0 million award over 5 years from the Commission due to being one of the very few neighbors truly displaced by the impending construction zone. I ask the MGC to continue supporting HCSD for the length of the initial lease for the Western Massachusetts Recovery Wellness Center (WMRWC).

The award of a casino license in Western Massachusetts authorized MGM Springfield to conduct its business in the City of Springfield. The construction project encompassed a majority of the Howard Street buildings as well as surrounding blocks. This project ultimately displaced HCSD, specifically the Western Massachusetts Correctional Alcohol Center (WMCAC) located at 55 Howard Street, Springfield MA. The annual rent at this location was \$666,276.17 including utilities. The below market rate given to HCSD was a direct result of a 29 year tenet at the site.

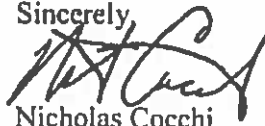
In order to keep this valuable treatment program alive, HCSD had to partner with the Massachusetts Department of Capital Asset Maintenance and Management (DCAMM) to acquire a new location in which to operate the 147 bed facility via a lease agreement. The 10 year lease agreement between HCSD and Mill Street Iconic, LLC to operate at the 155 Mill Street, Springfield MA location came into effect on January 22, 2016. The 10 year lease will cost \$11,082,591.00 over its lifespan. This does not include utility payments. This allows HCSD to operate the WMRWC. Furthermore, the Massachusetts

NC/als

General Court did not alter the HCSD annual budget to reflect the forced move leaving a budgetary gap of over 400K annually.

I am formally requesting the Massachusetts Gaming Commission please consider the initial mitigation award does not factor the full lifespan of the DCAMM lease. HCSD was not given an option for leasing other than 10 years. I ask for your assistance to maintain the annual \$400K offset to help support the operation of the WMRWC through the end of the initial DCAMM lease (FY22-FY26). It is my hope that this letter begins a formal dialogue and that I may be able to present in person to the board on this important topic.

Sincerely



Nicholas Cocchi
Sheriff, Hampden County

MGM SPRINGFIELD

~~FEB 16 2015 10:53~~

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

John Ziembra, 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. Ziembra:

Please accept this letter in response to your request that Blue Torp 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 Asha 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, DCAJMM and the Commission to address the relocation of the WMCAC. Though not required under the Has 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

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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)