

Testimony of
Vincent Richards

Assistant Commissioner of the Department of Property and Procurement
On behalf of

Lisa M. Alejandro
Commissioner of the Department of Property & Procurement

On

Lease Agreements between the Department of Property and Procurement on behalf of the
Government of the U.S. Virgin Islands and The St. Thomas Cricket Association, Inc.; L.J. Auto
Repair, LLC d/b/a L.J. Auto Repair; and Paradise Paws VI, LLC

Before

Committee on Budget, Appropriations, and Finance

Monday, August 3rd, 2026

Earle B. Ottley Legislative Hall
ST. THOMAS, U.S. VIRGIN ISLANDS

Good Afternoon, Committee Chair Novelle E. Francis, Jr., Vice-Chair Marvin A. Blyden, Committee members – Honorable Senators Kurt A. Vialet, Dwayne M. DeGraff, Ray A. Fonseca, Hubert L. Frederick, and Marise C. James, Non-Committee members, Central and Legislative Staff, fellow testifiers, visitors present in the chambers, and members of the viewing and listening audience.

I am Vincent Richards, Assistant Commissioner of the Department of Property and Procurement (DPP). I testify today on behalf of Commissioner Lisa M. Alejandro, on two (2) proposed Lease Agreements and one Amendment to the Assigned Lease Agreement in the St. Thomas/St. John District, which are before this Committee for consideration. DPP requests this Committee's, and ultimately the full Senate's approval of these Lease Agreements between the Government of the Virgin Islands ("GVI") and The St. Thomas Cricket Association, Inc. (*hereafter "St. Thomas Cricket"*) (*Bill No. 36-0293*), L.J. Auto Repair, LLC d/b/a L.J. Auto Repair (*hereafter "L.J. Auto"*) (*Bill No. 36-0311*), and Paradise Paws VI, LLC (*hereafter "Paradise Paws"*) (*Bill No. 36-0331*).

I. Bill No. 36-0293 (The St. Thomas Cricket Association, Inc.)

The Lease Agreement between the GVI and St. Thomas Cricket is for Parcel N-2 of Tract 1 Estate Nazareth, No. 1 Redhook Quarter, St. Thomas, U.S. Virgin Islands, consisting of 312,150.96 U.S. sq. ft. or 7.166 U.S. acre(s) more-or-less. St. Thomas Cricket will use the premises to promote and develop the sport of cricket throughout the territory of the U.S. Virgin Islands in accordance with the requirements of the property zoning then in effect.

The term of this Lease Agreement is for thirty (30) years, with two (2) additional terms of ten (10) years each. The annual rent will be **One Thousand Two Hundred Dollars and Zero Cents (\$1,200.00)** annually payable in equal monthly installments of **One Hundred Dollars and Zero Cents (\$100.00)**.

St. Thomas Cricket will undertake, at its own cost and expense, property improvements valued at approximately **Five Hundred Thousand Dollars and Zero Cents (\$500,000.00)**. Improvements on the Premises include excavating, grading, and other ground preparation for playing surfaces and installation of floodlights and perimeter fencing. Within one hundred eighty (180) days after the Commencement Date, St. Thomas Cricket shall deliver to the GVI complete copies of all applications and/or submissions related to the first phase of construction that St. Thomas Cricket intends to submit to the Department of Planning and Natural Resources ("DPNR") and any other applicable governmental agency with jurisdiction over the Improvements. For subsequent phases, St. Thomas Cricket shall provide such applications and/or submissions within a commercially reasonable time following finalization of each corresponding development schedule. The GVI

shall have fifteen (15) business days from the receipt of each set of documents to provide St. Thomas Cricket with comments on the applicable application or submission.

No later than three hundred sixty (360) days after the Commencement Date, St. Thomas Cricket shall submit to the appropriate governmental agency all applications, submissions, plans, drawings, specifications, and other documents or information required by DPNR and any other governmental agencies with jurisdiction over the construction of the Improvements to obtain all required permits for the construction of the Improvements. The improvements shall be completed no later than thirty-six (36) months after the Commencement Date of this Lease. If St. Thomas Cricket fails to comply without cause, the Lease will terminate without further obligations by either Party.

In the event of a natural disaster, including but not limited to earthquakes, floods, hurricanes, wildfires, or other acts of nature, the GVI reserves the right, at its sole discretion, to use all or any portion of the Premises for emergency response, disaster relief, or recovery operations. Such use may include, but is not limited to, staging of equipment, housing of personnel, or coordination of relief efforts. St. Thomas Cricket agrees to cooperate fully with the GVI in facilitating such use and acknowledges that this provision may temporarily impact St. Thomas Cricket use or access to the Premises. The GVI shall not be liable to the St. Thomas Cricket for any inconvenience, loss of use, or other damage resulting from such use, provided that the GVI shall endeavor to minimize disruption to the extent reasonably possible under the circumstances.

II. Bill No. 36-0311 (L.J. Auto Repair, LLC d/b/a L.J. Auto Repair)

The Lease Agreement between the GVI and L.J. Auto Repair, LLC d/b/a L.J. Auto Repair is for a portion of Parcel No. 22 Revised Submarine Base, No. 6 Southside Quarter, St. Thomas, U.S. Virgin Islands, consisting of 3,400 U.S. sq. ft. or 0.078 U.S. acre(s) of semi-improved land more-or-less. The property will be used to operate a garage and auto repair shop, as well as for other related purposes.

This Lease Agreement is for twenty (20) years, with two (2) additional terms of ten (10) years each. The annual rent will be **Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00)** payable in equal monthly installments of **Two Thousand Dollars (\$2,000.00)** during the term of this Lease. The rent payable under this Lease shall be adjusted after the first (1st) year of the Initial Term, and every year thereafter, including any Renewal Term, in accordance with the increase of the Consumer Price Index ("CPI"). L.J Auto currently holds a one (1) year lease for the premises which is slated for expiration on August 31, 2026.

Pursuant to the terms of the Lease, L.J. Auto expressly agrees that no vehicles – whether operable, inoperable, awaiting repair, or pending pick-up shall be parked, stored, or left unattended outside the boundaries of the Premises at any time. Furthermore, L.J. Auto shall not block, obstruct, or otherwise interfere with the use of any public or shared driveways, access lanes, fire lanes, or other common areas in or around the Premises. Failure to comply with these provisions, including but not limited to the repeated parking of vehicles outside the Premises or obstruction of driveways, shall constitute a material breach of this Lease. Upon written notice from the GVI identifying the violation, the L.J. Auto shall have one (1) calendar day to cure such violation. If L.J. Auto commits the same or similar violation three (3) or more times following written notice, whether or not such violations are cured, such conduct shall be deemed a repeated violation and may, at the sole discretion of the Lessor, serve as grounds for immediate termination or cancellation of this Lease Agreement.

III. Bill No. 36-0331 (Paradise Paws VI, LLC)

The Amendment to the Assigned Lease Agreement between the Government of the Virgin Islands and Paradise Paws VI, LLC is for Parcel No. 180-1 Submarine Base, No. 6 Southside Quarter, St. Thomas, Virgin Islands, consisting of 49,317.7 U.S. sq. ft of land more-or-less. DPP will amend the Assigned Lease Agreement with K9's on Patrol Service, Inc., executed on March 9, 2006, and assigned to Paradise Paws VI, LLC, a successor-in-interest, owned by the same principal, on December 21, 2018. The sole purpose of the Amendment is to add four (4) options to renew the Lease for a total of eight (8) additional terms of five (5) years each. The Premises will be used for the operation of a K9 Kennel, training facility for the dogs, retail sales office, warehouse facility, and for other related activities. The lease term is for ten (10) years, with the option to renew for four (4) additional periods of five (5) years each. Three (3) options have since been exercised to date, and the Lease is current through March 31, 2031.

The Annual rent is **Forty-Eight Thousand Dollars (\$48,000.00)**, payable in monthly installments of **Four Thousand Dollars (\$4,000.00)**.

Through this Amendment, Article II, Paragraph 2.02 will be deleted and replaced in its entirety to provide for the exercise of eight (8) renewal options under the Lease, instead of the original four (4). The Lessee requested additional renewal options under the Lease on account of planned improvements requiring financing.

Chairman and Members of the Committee, thank you for the opportunity to present this testimony and for your consideration of this legislation. I stand ready to answer any questions you may have regarding these leases and the amendment to the lease agreement.

Thank you for your consideration. This concludes my Testimony, and I am prepared to answer any questions the Committee may have regarding the proposed Lease Agreements.
