Testimony of Vincent Richards Assistant Commissioner of Property & Printing Department of Property and Procurement On Behalf of Lisa M. Alejandro Commissioner of the Department of Property & Procurement

On

Lease Agreement between the Department of Property and Procurement on behalf of the Government of the Virgin Islands and The United States Department of Commerce, National Oceanic and Atmospheric Administration; PEO Productions, LLC d/b/a WSTA Radio; Caribbean Buzz, LLC; and St. John Taxi Services Corporation

Before

Committee on Budget, Appropriations, and Finance

Friday May 23rd, 2025

Earle B. Ottley Legislative Chambers ST. THOMAS, U.S. VIRGIN ISLANDS Good Afternoon, Committee Chairman Novelle E. Francis, Jr., Vice-Chair Marvin E. Blyden, Committee members – Honorable Senators, Kurt A. Vialet, Dwayne M. DeGraff, Ray 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 Virgin Islands Department of Property and Procurement ("DPP"). I am testifying today from the island of St. Croix on behalf of the Commissioner, Lisa M. Alejandro, to offer testimony on the proposed Lease Agreements before this Committee for consideration. DPP requests this Committee's, and ultimately the full Senate's approval of the proposed Lease Agreements between the Government of the Virgin Islands ("GVI") and The United States Department of Commerce, National Oceanic and Atmospheric Administration (hereinafter "NOAA"); PEO Productions, LLC d/b/a WSTA Radio (hereinafter "WSTA"); Caribbean Buzz, LLC, (hereinafter "Caribbean Buzz"); and St. John Taxi Services Corporation (hereinafter "St. John Taxi").

These Lease Agreements all require legislative approval in accordance with 31 V.I.C. § 205 (c). The term all commences on the first (1st) day of the month following the approval of the Legislature of the Virgin Islands. All the Lessee's have provided the required documentation for their leasing of GVI Property.

I. Bill No. 36-0062 (NOAA)

The Lease Agreement between the GVI and NOAA is for: *a portion of the Telecommunications Tower located on Parcel R-22 of Tract 1 Estate Nazareth, No. 1 Redhook Quarter, St. Thomas, U.S. Virgin Islands (hereafter "Premises").*

The term of this Lease Agreement is for twenty (20) years. The Annual Rent of **One Thousand Two Hundred Dollars and Zero Cents (\$1,200.00)** is payable at the rate of **One Hundred Dollars and Zero Cents (\$100.00)** per month. This minimal rent structure is reserved for nonqualified profit organizations, and governmental agencies or departments.

NOAA shall use the Premises for the purpose of the transmission and reception of weather broadcast communications and emergency broadcast communications. This lease supports NOAA and its collection of atmospheric data within the St. Thomas/St. John and St. Croix Districts. This critical data provides Virgin Islanders with an optimum weather forecasting and emergency broadcast system, keeping us well informed and prepared for the never-ending atmospheric changes affecting the area.

As the Lessee, NOAA is responsible for obtaining and maintaining the required permits, licenses, and any regulatory requirements for the operation of same on the Premises.

For the purposes of this Lease Agreement, the U.S. Government is considered to be self-insured. The U.S. Government agrees to promptly consider and adjudicate any claims which may arise out of the use of the Premises by the U.S. Government, duly authorized representatives, or contractors of the U.S. Government, and pay for any damage or injury as may be required by applicable law.

II. Bill No. 36-0089 (WSTA)

The Lease Agreement between the GVI and WSTA is for:

- Parcel No. 121 Submarine Base, No. 6 Southside Quarter, St. Thomas, U.S. Virgin Islands consisting of approximately 12,160.35 sq. ft. or 0.279 acres of improved land more-or-less;
- Parcel No. 167 Sub Base, No. 6 Southside Quarter, St. Thomas, U.S. Virgin Islands consisting of approximately 2,971.58 sq. ft. or 0.0682 acres of improved land more-or-less; and
- Parcel No. 171 Subbase No. 6, Southside Quarter, St. Thomas, U.S. Virgin Islands, consisting of approximately 1,437.75 sq. ft. or 0.033 acres of improved land more-or-less (hereafter "Premises").

The Premises will be used to operate a radio station and radio tower and for other related purposes. The term of this Lease Agreement is for twenty (20) years with the option to renew for two (2) additional terms of five (5) years each.

The Annual Rent of **Thirty Thousand Dollars and Zero Cents** (\$30,000.00) payable at the monthly rate of **Two Thousand Five Hundred Dollars and Zero Cents** (\$2,500.00) during the term of this Lease. In the event, PEO assigns or transfers this Lease, to another entity, the Assignee shall pay DPP an Annual Rent of Ninety Thousand Dollars and Zero Cents (\$90,000.00).

III Bill No. 36-0098 (Caribbean Buzz)

The Lease Agreement between the GVI and Caribbean Buzz is for: *a portion of Remainder Parcel* No. 3B Estate Susannaberg, 17A Cruz Bay Quarter, St. John, U.S. Virgin Islands, consisting of 9,000 U.S. sq. ft. or 0.206 U.S. acre(s) of improved land more-or-less (hereafter "Premises").

The Premises will be used to operate and manage a helicopter transportation service effectively and safely at the existing helipad, with the additional purpose of medical evacuations via helicopter from St. John to St. Thomas, and for other related purposes. The term of this Lease Agreement is for twenty (20) years with a renewal option of two (2) additional five (5) year terms. Approval of has been approved by VIPA, DPNR, & DPW.

The Annual Rent will be **Six Thousand Dollars and Zero Cents** (**\$6,000.00**) payable at the monthly rate of **Five Hundred Dollars and Zero Cents** (**\$500.00**) 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") increase established by the U.S. Department of Labor, Bureau of Labor Statistics. This Agreement requires a minimum of One Million Dollars and Zero Cents (**\$1,000,000.00**) for all limits of general liability coverage.

IV Bill No. 36-0092 (St. John Taxi)

The Lease Agreement between the GVI and St. John Taxi is for: *Parcel No. D-2 Estate Cruz Bay Town, Cruz Bay Quarter, St. John, U.S. Virgin Islands consisting of 2,700 U.S. sq. ft. or 0.062 U.S. acre(s) of land more-or-less (hereafter "Premises").* The Lease Agreement is for twenty (20) years with a renewal option of two (2) additional five (5) year terms.

St. John Taxi shall use the premises to operate a taxi stand and for other related purposes. The GVI and St. John Taxi did previously enter into a Revocable License Agreement for the subject property. During that trial period, we have realized a significant improvement to the organization and uniformity of the operation at the Premises.

The Annual Rent will be **Nine Thousand Six Hundred Dollars and Zero Cents** (**\$9,600.00**) payable at the monthly rate of **Eight Hundred Dollars and Zero Cents** (**\$800.00**) during the first two (2) years of this Lease. Thereafter, the Annual Rent shall adjust incrementally in accordance with the following:

- (a) During the third and fourth year of the Lease, the annual rent will be Twelve Thousand Dollars and Zero Cents (\$12,000.00) payable at One Thousand Dollars and Zero Cents (\$1,000.00) in equal monthly installments;
- (b) During the fifth and sixth year of the Lease, the annual rent will be Fourteen Thousand Four Hundred Dollars and Zero Cents (\$14,400.00), payable at One Thousand Two Hundred Dollars and Zero Cents (\$1,200.00); and
- (c) The rent payable under this Lease shall be adjusted after the sixth (6th) year of the Initial Term, and every year thereafter, including any renewal term, in accordance with the increase of the Consumer Price Index ("CPI") increase established by the U.S. Department of Labor, Bureau of Labor Statistics. This Agreement requires a minimum of One Million Dollars and Zero Cents (\$1,000,000.00) for all limits of general liability coverage.

As owner of all the Premises, DPP will be required to approve all permits required for their development. These potential Lessees have all provided the applicable documentation to support the processing of their respective Lease Agreements with the GVI, including Business Licenses and Certificates of Good Standing. In addition, all potential Lessees will be required to comply with the insurance provisions of each respective Lease.

These Lease Agreements will support a local taxi operator group to sustain a much needed and organized ground transportation operation on the island of St. John. They will assist two locally owned families with expanding and improving their operations of a radio broadcast business and a helicopter air transport business in the St. Thomas/St. John District. These investments individually and together demonstrate two families' multi-generational commitment to the territory and will contribute to the long-term expansion of the Virgin Islands' economy.

As the custodian of all GVI-owned properties, Commissioner Lisa M. Alejandro and the Department of Property & Procurement remain committed to developing mutually beneficial partnerships that unlock the true value of GVI-owned properties. At the end of their lease terms, the properties will all be returned to the GVI in much improved conditions. DPP respectfully requests that the Committee on Budget, Appropriations, and Finance vote in favor of these Lease Agreements.

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. Thank You again.