

REAC

REAL ESTATE ASSET COUNSELING

A POSTAL REALTY TRUST COMPANY



EMCOR Maintenance Dispute

A Postal Lessor received notice from EMCOR stating there is an urgent maintenance issue that requires the landlord to resolve within thirty (30) days.

The Lessor contracted with REAC to review the request and provide guidance on resolving the issue.

**Reviewed the description of the maintenance request.
Sample letter detailed below:**



October 18, 2022

CERTIFIED MAIL: 70201810000227209339RETURN
RECEIPT REQUESTED
And via FIRST CLASS MAIL

Postal Lessor
123 Main Street
State, City, Zip Code

SUBJECT: MAIN OFFICE, PA 15089-9998
Response Line: Call # 2825340 / Problem # 3393921

URGENT MAINTENANCE REQUESTED

Dear Postal Lessor :

Our office was notified on 10/17/2022 that WEST NEWTON MAIN OFFICE required URGENT repairs. As part of an impressive network of over 32,000 post offices nationwide that deliver more than 155 billion packages and pieces of mail annually, your facility's health is critical to keeping our commitment to deliver affordable, universal service to the public.

The following repairs are being requested to keep your building in tenantable condition and safe for our customers and employees:

1. Problem # 3393921 : M -F 0900 - 1630 SAT 0900 - 1200 The panels along the front and sides of the building from the roof that have rock on them are pulling away and look like they are going to fall. The panels are about 3-4 feet high and the length of the building. They are right over the sidewalk in places. Need to check and repair/replace.

In accordance with the Maintenance Rider - Lessor Responsibility M-1, **(OR OTHER RIDER PARAGRAPH IF M-1 DOES NOT APPLY)** of the Lease, the Lessor is responsible for the repair(s). Please contact the postmaster, to schedule a date to complete the repairs. For security purposes, we ask all contractors to show a government issued form of ID to gain access to maintenance closets, workrooms and any Employee areas.

Repairs must be completed in compliance with all applicable city, state and federal regulations where applicable to provide all practical protection against harm to persons and reasonable protection for property and operational continuity. All work must be completed in a professional and workmanlike manner, utilizing the best practices of the trade.

Due to the urgent nature of the **repair(s)**, we are **requesting** repairs to be completed no later than **11/17/2022**. Once **repairs have been** completed, **please return** the attached **WORK ACKNOWLEDGEMENT FORM**, signed by the Post Master, to the following address:

UNITED STATES POSTAL SERVICE
ATTN: LANDLORD MAINTENANCE9655
READING ROAD
CINCINNATI, OH 45215-5215

If there are circumstances that will prohibit you from meeting this date, please contact me prior to **11/17/2022** so that we can take appropriate action to minimize further damage to your facility and discuss an action plan. If we do not hear from you on or before **11/17/2022**, we will assume that you are unable to complete the repair(s) and the USPS will solicit proposals and award a contract to have the work completed by a third party. Upon completion of the work, the cost of the work, and administrative costs incurred by the USPS, will be deducted from rents due to you under the terms and conditions of the Lease.

We appreciate your prompt attention to this matter. If you have any questions, feel free to contact

Sincerely,

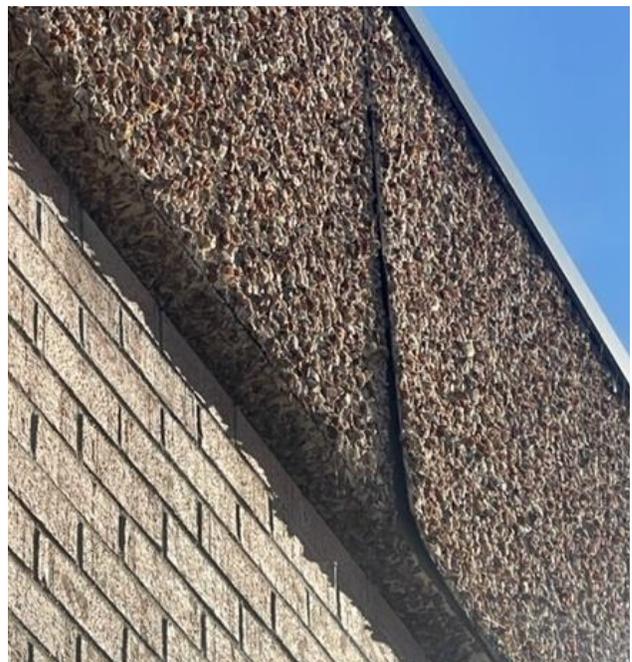
J OCONNOR

USPS Lessor Maintenance Division

Permanent Lease File
Postmaster/Installation Head

cc: Mortgagee on file (if applicable)

**Contacted the postal employee that reported the issue.
Requested pictures of the issue.**





Utilized Google Earth to view the facility in more detail to understand the condition over time.



It was noticed that a section of the rock overlay was removed and replaced with plywood. The landlord confirmed they hadn't made this alteration and it was most likely completed by the USPS.

Followed up with the postal employee to confirm the same rock material was removed previously.

Requested a thirty-day extension in order to complete our initial due diligence.

RE: [EXTERNAL] West Newton, PA - Problem 3393921



O'Connor, Jessica J - Cincinnati, OH - Contractor <Jessica.J.Oconnor@usps.gov>

To Laurie Faith

This sender Jessica.J.Oconnor@usps.gov is from outside your organization.

Start your reply all with:

[Great, thank you so much!](#)

[Will do, thank you.](#)

[Thank you for the update.](#)

[Feedback](#)

30 Day extension granted. New completion date is 12/18/2022> please keep me informed. Have a great weekend.

*Thank you,
Jessica O'Connor
USPS Landlord Maintenance Program
CO EMCOR Facility Services/Job
2655 Reading Road
Cincinnati, Ohio 45215
Phone: 602-536-7163 Option 3
Email: jessica.j.oconnor@usps.gov*

From: Laurie Faith <lfaith@postalrealstate.com>

Sent: Friday, November 18, 2022 2:33 PM

To: O'Connor, Jessica J - Cincinnati, OH - Contractor <Jessica.J.Oconnor@usps.gov>

Subject: RE: [EXTERNAL] West Newton, PA - Problem 3393921

CAUTION: This email originated from outside USPS. **STOP and CONSIDER** before responding, clicking on links, or opening attachments.

Hello Jessica:

Can you please place a 30 day extension on this problem so we can further research the issue?

Thanks,
Laurie



Laurie Faith

Senior Associate, Advisory Services

M: 720.386.9088 | O: [800.405.7179](tel:800.405.7179)

F: 646.506.3202

P.O. Box 1900

Parker, CO 80134

Reviewed the lease terms and determined that the landlord is responsible for the roof and structural elements. The rock overlay is a decorative component and not a structural element.



Maintenance Rider USPS Responsibility (Partial) First Time

1. If the Postal Service is assuming maintenance responsibility for the demised premises for the first time, the Postal Service will notify the Landlord of any maintenance deficiencies. The Landlord must then correct all deficiencies prior to the effective date of this Lease and postal assumption of maintenance as defined in this rider. Landlord must obtain a written certification from an appropriate, licensed firm(s) that all systems and equipment have been maintained and are in proper working condition. Landlord must deliver all certifications to the Contracting Officer, Facilities Service Office, via certified mail no sooner than 60 days prior to the effective date of this lease, or such other date as is reasonably approved by the Contracting Officer. If the Landlord fails to correct the deficiencies or fails to provide the required written certifications, reasonably acceptable to the Postal Service, for the building systems and equipment prior to the effective date of this lease or such later date as the Contracting Officer may have approved, the Landlord shall remain responsible for maintenance of the building, systems, and equipment in accordance with the attached Maintenance Rider, Landlord Responsibility, during the term of the Lease and any renewal thereof.

Following timely correction of the maintenance deficiencies and receipt of the certifications for equipment and systems, the Postal Service will assume maintenance responsibility of the demised premises (including repair and replacement of items, if necessary, and replacement of HVAC filters), except for those items specifically made the responsibility of the Landlord in Paragraph 3 below. The responsibility of the Postal Service as stated herein will be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the demised premises in proper condition.

2. The term "demised premises" as used in this rider includes the premises described in the Lease, the improvements and appurtenances to such premises and all equipment and fixtures furnished, or to be furnished, by the Landlord under this Lease.
3. During the continuance of the Lease, the Landlord is responsible for maintenance of, repairs to, and, if necessary, replacement of:
 - a. All common or joint use interior and exterior areas and common or joint use equipment and systems that may be included as part of this lease.
 - b. All structural elements, including but not limited to: the foundation; column supports; bearing walls; floors, not including floor covering.
 - c. All parts of the roof system including, but not limited to: the roof covering; flashing and insulation; roof beams, joists, and deck; soffit and fascia; and gutters and downspouts. The Postal Service will be responsible for regular cleaning of the gutters and downspouts connected to the outer edge (i.e., the eaves area) of the roof; Landlord will be responsible for regular cleaning of any other gutters, downspouts, troughs, scuppers, roof drains, etc.
 - d. Damage resulting from termites and any other wood-eating insects, including inspection, prevention and eradication.
 - e. Defects in building construction or installation of equipment, fixtures, or appurtenances furnished by the Landlord.
 - f. Damage from fire or other casualties, unless such casualties were caused by the negligence of employees or agents of the Postal Service.
 - g. Items of repair performed by the Postal Service due to the failure of any element for which the Landlord is responsible.
 - h. Any water system or sewer system (including any inspections that may be required). The Postal Service will be responsible for any necessary pumping and cleaning of the sewer system.
4. If the demised premises or any portion thereof are damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection, vandalism, or are otherwise determined by the Postal Service to be unfit for use and occupancy, or whenever there is a need for maintenance, repair, or replacement which is the Landlord's obligation under this Maintenance Rider, the Postal Service will require the Landlord to rebuild or repair the premises as necessary to restore them to tenantable condition to the satisfaction of the Postal Service. The Postal Service will, except in emergencies, provide the Landlord with written notice stating a reasonable time period for completion of all necessary repairs. (A copy of any such notice shall be sent to the Landlord's mortgagee and any

Documented the findings, pictures, lease language, etc in order to request an exclusion be considered by the USPS. Sample letter detailed below:

November 15, 2022

EMCOR
Jessica O'Connor
9655 Reading Road
Cincinnati, OH 45215-5215

RE: Problem 3393921 – Rock Panels Pulling Away from the Building
Main Post Office, PA

Dear Jessica:

We are in receipt of EMCOR's letter regarding the exterior panels pulling away from the building at West Newton, PA. Per the Lease fully executed on March 18, 2008, the USPS accepted maintenance responsibility per the Maintenance Rider USPS Responsibility (Partial) First Time. Per the Maintenance Rider, the USPS is responsible for the maintenance of the demised premises and Landlord is responsible for repairs and maintenance of the roof and structural elements.

Please be advised that the rock panels referred to in the EMCOR letter are not structural elements and are considered part of the exterior decorative elements. The structural integrity of the building isn't compromised by the rock panels. By viewing Google Earth, it is noticed that a section of panels was already removed and replaced with plywood. This alteration wasn't completed by the landlord and demonstrates that the USPS has started to address the panels pulling away from the building.



Please submit this correspondence to the exclusion team for their review. Based on the information we have been provided, this falls on the USPS to maintain.

Continued to follow up with EMCOR to determine the USPS' final decision.

RE: [EXTERNAL] West Newton, PA - Problem 3393921



O'Connor, Jessica J - Cincinnati, OH - Contractor <Jessica.J.Oconnor@usps.gov>

To Laurie Faith

This sender Jessica.J.Oconnor@usps.gov is from outside your organization.

You replied to this message on 12/12/2022 11:48 AM.

Yes, this was excluded.

*Thank you,
Jessica O'Connor
USPS Landlord Maintenance Program
C/O EMCOR Facility Services/15
9655 Reading Road
Cincinnati, Ohio 45215
Phone: 602-536-7163 Option 3
Email: jessica.j.oconnor@usps.gov*

From: Laurie Faith <lfait@postalrealtestate.com>
Sent: Monday, December 12, 2022 1:07 PM
To: O'Connor, Jessica J - Cincinnati, OH - Contractor <Jessica.J.Oconnor@usps.gov>
Subject: RE: [EXTERNAL] West Newton, PA - Problem 3393921

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Hello Jessica:

I am following up to see if the USPS provided a response to have the problem excluded.

Thanks,
Laurie



Laurie Faith
Senior Associate, Advisory Services
M: [720.386.9088](tel:720.386.9088) | O: [800.405.7179](tel:800.405.7179)
F: 646.506.3202
P.O. Box 1900
Parker, CO 80134

REAC successfully got the problem excluded and returned to USPS' responsibility. For less than \$1,000 in advisory fees, the landlord saved thousands of dollars by not being responsible to remove and replace the decorative rock over three (3) sides of the building.

It is typical that exclusion requests are denied, or we may not receive a response from EMCOR. REAC has many contacts within the Postal Service's facility department that we utilize to get results. Let REAC be your advocate to hold the Postal Service responsible to abide by the lease terms.