

111853

DATE: September 16, 2025

TO: The Honorable Board of Acquisition and Contract

FROM: Sherlita Amler, M.D.
Commissioner of Health

RE: Authority for the County of Westchester to:

- (i) amend a three-party Lead Remediation Agreement with Westchester Estates E3, LLC, the Participant, and Lead Professionals, Inc., the Contractor, pursuant to which the Contractor agreed to perform lead remediation services on Participant's property located at 163 East Third Street, Apt 2W, Mount Vernon, NY 10550 in accordance the New York State Leading in Lead Prevention Pilot Program for the period commencing upon execution of the agreement between all parties and continuing through March 31, 2026 in an amount not-to-exceed \$15,500, in order to: (i) expand the scope of services to include additional lead remediation work; and (ii) increase the not-to-exceed amount authorized thereunder by an additional \$9,300.00, from \$15,500.00 to \$24,800.00, in order to compensate the Contractor for the additional work;
- (ii) amend a two-party Local Program Administrator Agreement with the Participant pursuant to which the County agreed to provide an amount not-to-exceed \$40,000 to assist the Participant with the direct costs of lead remediation services on Participant's property, in order to (i) add a Temporary Tenant Relocation Policy and Procedure schedule to the agreement which will set forth the rates the County will reimburse the Participant for costs associated with temporary tenant relocation; and (ii) add a second Declaration of Interest to secure the additional \$9,300 in Leading in Lead Prevention Pilot Program Funds granted to Participant to compensate the Contractor for the additional lead remediation work on Participant's property.

By resolution approved on March 6, 2025 (the "March 6th Resolution"), your Honorable Board authorized the County of Westchester (the "County"), acting by and through its Department of Health (the "Department"), to enter into a three-party Lead Remediation Agreement (the "LRA") with Westchester Estates E3, LLC (the "Participant") and Lead Professionals, Inc. (the "Contractor"), pursuant to which the Contractor would perform lead remediation services (the "Services") on Participant's property located at 163 East Third Street, Apt 2W, Mount Vernon, NY 10550 (the "Property"), in accordance with New York State's Leading in Lead Prevention Pilot Program (the "Program"), for the period commencing upon execution of the agreement between all parties and continuing through March 31st, 2026, in an

amount not-to-exceed \$40,000.00. It should be noted that although the March 6th Resolution authorized the County to pay the Contractor an amount not-to-exceed \$40,000 to perform the Services at the Property, the actual LRA only authorized an amount not-to-exceed \$15,500, in accordance with actual amount of Contractor's bid. The LRA was subsequently executed.

Following the execution of the LRA, additional lead contamination was found in the bedroom, middle hall, dining room and kitchen of the Property. The Contractor agreed to remediate this additional contamination and submitted a bid in the amount of \$9,300 (the "Additional Services").

Accordingly, authority is now requested to amend the LRA between the County, the Participant and the Contractor for lead remediation Services at the Property, in order to (i) expand the scope of services to include the Additional Services; and (ii) increase the not-to-exceed amount authorized thereunder by an additional \$9,300.00, from an amount not-to-exceed of \$15,500.00 to an amount not-to-exceed of \$24,800.00, in order to compensate the Contractor for the Additional Services.

The March 6th Resolution further authorized the County, acting through the Department, to enter into a two-party Local Program Administrator Agreement (the "LPA") with the Participant, pursuant to which the County would provide an amount not-to-exceed \$40,000 to assist the Participant with the direct costs of the Services to be performed on the Property (the "Grant Assistance"). In exchange for the Grant Assistance, the Participant would agree, *inter alia*, to allow a Declaration of Interest (the "DOI") to be placed as a lien on the Property and recorded in the Office of the County Clerk. The term of the LPA would commence upon execution of the LPA by both parties and would continue for a period of five (5) years thereafter, or until the term of the DOI expired, whichever was later. It should be noted that although the amount authorized by the March 6th Resolution and under the LPA was \$40,000, the amount secured by the DOI was only \$15,500, commensurate with the amount of the Contractor's actual bid. Both the LPA and the DOI were subsequently executed and the DOI recorded.

The Contractor has determined, based on its evaluation of the Property and in the interest of public health, that Participant's tenants be temporarily relocated to other premises while the lead remediation Services are being performed. The Program authorizes the County to provide relocation assistance to Participant's tenants residing in the assisted units. The relocation assistance must be paid for by the Participant upfront, to be reimbursed by the County using a portion of the \$40,000 in Grant Assistance allocated to the Participant under the LPA.

Although the LPA, as currently written, authorizes relocation assistance, it does not specify the amount of that assistance or any other details of what is included (i.e., amount reimbursable for shelter, meals, transportation, etc.). For this reason, the County and the Participant now seek authority to amend the LPA in order to include a schedule of rates for relocation assistance which will be paid upfront by the Participant and reimbursed by the County. Accordingly, authority is respectfully requested to amend the LPA to include a schedule of rates the County is authorized to reimburse the Participant for relocation assistance.

Additionally, as noted above, the amount of funding to be paid to the Contractor for the Additional Services has been increased by \$9,300, bringing the total amount to \$24,800. However, the DOI only secures \$15,500 for the Services. In order to secure the additional \$9,300 in funding for the Additional Services, authority is now requested to further amend the LPA in order to add a second DOI to secure the additional sum of \$9,300 for the Additional Services.

Except as otherwise specifically amended hereby, all other terms and conditions set forth in the LRA and LPA shall remain in full force and effect upon the parties.

A resolution to authorize amendments to both the LRA and LPA is herewith attached for your Honorable Board's consideration.

APPROVED BOARD OF ACQUISITION & CONTRACT - 09/18/2025 - RAYMOND SCULKY, SECRETARY

RESOLUTION

Upon a communication from the Commissioner of Health, it is hereby

RESOLVED, that the County of Westchester (the “County”), acting by and through its Department of Health (the “Department”), is hereby authorized to amend a three-party Lead Remediation Agreement (the “LRA”) with Westchester Estates E3, LLC (the “Participant”) and Lead Professionals, Inc. (the “Contractor”), pursuant to which the Contractor agreed to perform lead remediation services on Participant’s property located at 163 East Third Street, Apt 2W, Mount Vernon, NY 10550 (the “Property”) in accordance the New York State Leading in Lead Prevention Pilot Program (the “Services”), for the period commencing upon execution of the agreement between all parties and continuing through March 31, 2026 in an amount not-to-exceed \$15,500, in order to: (i) expand the Services to include additional lead remediation services in the bedroom, middle hall, dining room and kitchen of the Property (the “Additional Services”); and (ii) increase the not-to-exceed amount authorized thereunder by an additional \$9,300.00, from an amount not-to-exceed \$15,500.00, to an amount not-to-exceed \$24,800.00, in order to compensate the Contractor for the Additional Services to be rendered; and be it further

RESOLVED, that the County, acting by and through the Department, is hereby further authorized to amend a two-party Local Program Administrator Agreement (“LPA”) with the Participant, pursuant to which the County agreed to provide an amount not-to-exceed \$40,000 to assist the Participant with the direct costs of lead remediation services on Participant’s property, as well as any temporary tenant relocation costs, in order to (i) add a Temporary Tenant Relocation Policy and Procedure schedule to the LPA which will set forth the rates the County will reimburse the Participant for temporary tenant relocation costs which costs will be paid upfront by the Participant; and (ii) add a second Declaration of Interest to be recorded on Participant’s Property to secure the additional \$9,300 in Leading in Lead Prevention Pilot Program Funds granted to Participant to compensate the Contractor for the Additional Services; and be it further

RESOLVED, that except as otherwise specifically amended hereby, all remaining terms and conditions set forth in LRA and LPA shall remain in full force and effect upon the parties; and be it further

RESOLVED, that the County Executive or his duly authorized designee is authorized and empowered to execute and deliver all instruments and take all actions necessary or appropriate to effectuate the purposes hereof.

Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub-Object	Trust Account	Dollars
263	27	Z086	4380	G086	\$9,300

Budget Funding Year(s)

(must match resolution)

2024-2026

Start Date

Upon Execution

End Date

03/31/2026

Funding Source

Tax Dollars

State Aid

Housing Trust Fund Corporation, by & Through
NYS Homes & Community Renewals

\$9,300	Federal Aid	
(must match resolution)	Other	

APPROVED BOARD OF ACQUISITION & CONTRACT - 09/18/2025 - RAYMOND SCULKY, SECRETARY