

**110833**

DATE: April 1, 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:

- (1) enter into a three-party Lead Remediation Agreement with 48-52 South 2<sup>nd</sup> Avenue LLC, the Participant and Altavista Lead Improvement Inc., the Contractor, pursuant to which the Contractor will perform lead remediation services on Participant's property located at 52 South Second Avenue, Apt 3C, 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 by all parties and continuing through March 31, 2026 in an amount not-to-exceed \$49,850; and
- (2) enter into a Local Program Administrator Agreement with the Participant, pursuant to which the County will provide an amount not-to-exceed \$40,000.00 to assist the Participant with the direct costs of lead remediation to be performed on Participant's property, as well as any eligible related costs, including tenant relocation costs, in exchange for which the Participant will execute a Declaration of Interest which will be secured as a recorded lien on the property.

---

Authority is respectfully requested from your Honorable Board for 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 48-52 South 2<sup>nd</sup> Avenue LLC (the "Participant") and Altavista Lead Improvement Inc. (the "Contractor"), pursuant to which the Contractor will perform lead remediation services (the "Services") on Participant's property located at 52 South Second Avenue, Apt 3C, 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 by all parties and continuing through March 31<sup>st</sup>, 2026. Although the total cost of the Services will be \$49,850, the County will only be responsible for paying the Contractor an amount not-to-exceed \$40,000.00, pursuant to an approved budget, which is the maximum reimbursable amount allowable per project under the Program. The Participant will be financially responsible for paying the balance of the cost directly to the Contractor, prior to the commencement of Services.

Authority is further requested for the County to enter into a Local Program Administrator Agreement (the "LPA") with the Participant, pursuant to which the County will provide an amount not-to-exceed \$40,000.00 to pay for a portion of the approved Services, as well as any eligible related costs, including tenant relocation costs (the "Grant Assistance"). In exchange for the Grant Assistance, the Participant will agree, *inter alia*, to allow a Declaration of Interest (the "DOI") to be recorded on the Property, as security for the loan. The term of the LPA will commence upon execution of the LPA by both parties and will continue for a period of five (5) years thereafter, or until the term of the DOI expires, whichever is later.

The Program, a New York State Homes and Community Renewal initiative, provides grant funding to eligible municipalities to remediate lead hazards from rental units in "communities of concern" located throughout New York State. Communities of concern is defined as an area of high risk which the New York State Department of Health has designated as having a higher-than-average prevalence of children with elevated blood lead levels and a significant number of multi-family rental units constructed prior to 1980, as per the NYS Public Health Law. In Westchester County, the cities of Mount Vernon, New Rochelle, and Yonkers have been deemed to be communities of concern.

In accordance with the requirements of the Program, on August 28, 2024 the Department issued a Request for Qualifications seeking a pool of qualified lead abatement contractors who would be eligible to submit price quotations on future lead paint remediation jobs, as they become available. Four (4) contractors submitted their qualifications in response to the RFQ. Following a review of the qualifications and experience of each of the respondents, the following four (4) contractors were selected to form a pool of eligible contractors to perform the Services: AltaVista Lead Improvement Inc.; GLP & Sons, Inc.; Lead Professionals Inc.; Reset Renovation Partners, LLC (the "Eligible Contractors").

Additionally, the Department has complied with both the Westchester County Procurement Policy as well as the Program's procurement rules. On February 10<sup>th</sup>, 2025, a Request for Quotations was issued and distributed to each of the Eligible Contractors with regard to Services to be performed at the Property. The Contractor submitted the lowest price quote and was thus awarded the LRA.

The goals and objectives of the LRA and the LPA are to remediate lead hazards in rental units located in communities of concern in Westchester County.

Accordingly, authority is respectfully requested from your Honorable Board for the County to enter into both the LRA and LPA.

SA/jpg/nn  
Attachment

## 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 authorized to enter into a three-party Lead Remediation Agreement (the "LRA") with 48-52 South 2<sup>nd</sup> Avenue LLC (the "Participant") and Altavista Lead Improvement Inc. (the "Contractor"), pursuant to which the Contractor will perform lead remediation services (the "Services") on Participant's property located at 52 South Second Avenue, Apt 3C, 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 by all parties and continuing through March 31<sup>st</sup>, 2026; and be it further

**RESOLVED**, that in consideration for Services to be rendered by the Contractor under the LRA, the County will pay the Contractor an amount not-to-exceed \$40,000.00, pursuant to an approved budget, and the Participant will pay the Contractor an amount of \$9,850 directly, prior to commencement of Services; and be it further

**RESOLVED**, that authority is further requested for the County, through the Department, to enter into a Local Program Administrator Agreement (the "LPA") with the Participant, pursuant to which the County will provide an amount not-to-exceed \$40,000.00 to assist the Participant with a portion of the direct costs of the Services, as well as any eligible related costs, including tenant relocation costs, in accordance with the Program (the "Grant Assistance"); and be it further

**RESOLVED**, that in consideration for the Grant Assistance to be provided pursuant to the LPA, the Participant will agree, *inter alia*, to allow a Declaration of Interest (the "DOI") to be recorded on the Property as security for the loan; and be it further

**RESOLVED**, that the term of the LPA will commence upon execution of the LPA by both parties and will continue for a period of five (5) years thereafter, or until the term of the DOI expires, whichever is later; and be it further

**RESOLVED**, that the LRA (the "Agreement") shall be subject to County appropriations; and be it further

**RESOLVED**, that the Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of the Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate the Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate the Agreement upon reasonable prior written notice; 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.

Agreement #

Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub-Object	Trust Account	Dollars
263	27	Z086	4380	G086	40,000

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
<b>\$40,000</b>	Federal Aid	_____
(must match resolution)	Other	_____

APPROVED BOARD OF ACQUISITION & CONTRACT - 04/03/2025 - RAYMOND SCULLY, SECRETARY