

STATE OF NEW YORK

2142

2021-2022 Regular Sessions

IN SENATE

January 20, 2021

Introduced by Sen. KAVANAGH -- read twice and ordered printed, and when printed to be committed to the Committee on Judiciary

AN ACT to amend the real property law, in relation to requiring the disclosure of lead-based paint test reports in real estate transactions

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Legislative findings. The legislature hereby finds and
2 declares that lead poisoning of children persists as one of the most
3 prevalent and preventable environmental diseases in New York State.
4 Nearly 100,000 children were newly identified with levels of lead in
5 their blood at five micrograms per deciliter (mcg/dL) in New York state
6 between 2011 and 2015. Medical research indicates that children can
7 suffer permanent brain damage at blood levels even lower than 5mcg/dL,
8 and that there is no level of lead ingestion that is without adverse
9 impact. The predominant cause of lead poisoning in young children is
10 the ingestion of lead particles from deteriorating or abraded lead-based
11 paint from older and poorly maintained residences. Although New York
12 state banned the sale of lead-based paint in 1970, (l.1970, ch. 338) 74%
13 of New York's housing stock was constructed prior to 1970 and lead-based
14 paint was available outside of the state until 1978. New York state has
15 both the nation's greatest number (over 4 million units), the highest
16 percentage (55.08%) of pre-1960 and pre-1950 (41.0%) housing, and the
17 oldest housing inventory among the fifty states. At least ninety percent
18 of lead-based paint still exists in occupied housing built before 1960.
19 New York state's older housing stock places residents at great risk of
20 exposure to lead hazards, with low-income children living in older hous-
21 ing having the highest risk of lead poisoning. Knowledge of lead-based
22 paint hazards, their control, mitigation, abatement, and risk avoidance
23 is not sufficiently widespread. In addition, while federal law requires
24 the disclosure by sellers of real property of knowledge of the existence

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

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1 of lead-based paint and lead-based paint hazards, and encourages poten-
2 tial buyers to conduct inspections for lead-based paint, these mech-
3 anisms neither mandate that such inspections take place either by sell-
4 ers or buyers. This gap in disclosure requirements results in
5 residential property being transferred without any knowledge of the
6 potential for such property to cause lead poisoning and the attendant
7 liabilities.

8 Local county health departments lack sufficient information as to
9 which housing contains lead-based paint and the locations of such lead-
10 based paint, resulting in less cost-effective prevention of lead poison-
11 ing, avoidable harm to children's health, and wasted public resources.
12 The purposes of this act are to assure that properties that have not
13 been previously tested for lead-based paint are not simply transferred
14 to new owners without knowledge of whether there is lead-based paint
15 present, and to better utilize the existing federal laws that mandate
16 disclosure of lead-based paint and lead-based paint hazards and to aid
17 in the prevention of lead poisoning. This act is not intended to and
18 does not diminish the responsibility of buyers to carefully examine the
19 property which they intend to purchase and public records pertaining to
20 the property. This act is not intended to and does not limit existing
21 responsibilities by a seller, buyer or agent concerning the condition of
22 the property or potential liabilities or remedies at law, statute or in
23 equity.

24 This act will significantly improve the transfer process and better
25 serve the interests of all parties to a home purchase. It will increase
26 clarity regarding the nature of the property and will provide greater
27 certainty to contracts entered into by better informed buyers and sell-
28 ers. As well, it will provide incentive to owners to voluntarily test
29 their property prior to sale.

30 § 2. The real property law is amended by adding a new article 16 to
31 read as follows:

32 ARTICLE 16

33 LEAD-BASED PAINT DISCLOSURE ACT

34 Section 520. Short title.

35 521. Definitions.

36 522. Inspection of residential real property for lead-based 37 paint prior to transfer of title.

38 523. Duty of agent.

39 524. Liability.

40 § 520. Short title. This article shall be known and may be cited as
41 the "lead-based paint disclosure act".

42 § 521. Definitions. As used in this article, the following terms shall
43 have the following meanings:

44 1. "Agent" shall mean a person who is licensed as a real estate broker
45 or a real estate salesperson pursuant to section four hundred forty-a of
46 this chapter and acting in a fiduciary capacity.

47 2. "Binding contract of sale" shall mean a real estate purchase
48 contract or offer that would, upon signing by the seller and subject to
49 satisfaction of any contingencies, require the buyer to accept a trans-
50 fer of title.

51 3. "Broker" shall have the same meaning as "real estate broker"
52 defined by section four hundred forty of this chapter.

53 4. "Buyer" shall mean any entity that enters into a real estate
54 purchase contract, including but not limited to individuals, partner-
55 ships, corporations, trusts, government agencies, housing agencies,
56 Indian tribes, and nonprofit organizations.

5. "Lead-based paint" shall mean paint or other similar surface coating material containing 1.0 milligrams of lead per square centimeter or greater, as determined by laboratory analysis of paint samples with all layers of paint present, or by an x-ray fluorescence analyzer. If an x-ray fluorescence analyzer is used, readings shall be corrected for substrate bias when necessary as specified by the performance characteristic sheets released by the United States environmental protection agency and the United States department of housing and urban development for the specific x-ray fluorescence analyzer used. X-ray fluorescence readings shall be classified as positive, negative or inconclusive in accordance with the United States department of housing and urban development guidelines for the evaluation and control of lead-based paint hazards in housing (July 2012) or successor guidelines, and the performance characteristic sheets released by the United States environmental protection agency and the United States department of housing and urban development for the specific x-ray fluorescence analyzer used. X-ray fluorescence readings that fall within the inconclusive zone, as determined by the performance characteristic sheets, shall be confirmed by laboratory analysis of paint chips, results shall be reported in milligrams of lead per square centimeter and the measure of such laboratory analysis shall be definitive. If laboratory analysis is used to determine lead content, results shall be reported in milligrams of lead per square centimeter. Where the surface area of a paint chip sample cannot be accurately measured or if an accurately measured paint chip sample cannot be removed, a laboratory analysis may be reported in percent by weight. In such case, lead-based paint shall mean any paint or other similar surface-coating material containing more than 0.009 percent of metallic lead, based on the non-volatile content of the paint or other similar surface-coating material. In the event that the United States environmental protection agency or a successor agency, or the United States department of housing and urban development or a successor agency, or a department or agency of the state of New York that has obtained applicable authorization pursuant to 40 C.F.R. part 745 subpart Q or successor regulation, adopts more stringent definitions of lead-based paint, such more stringent definitions shall apply for the purposes of this article.

6. "Real estate purchase contract" shall mean any of the following:
(a) a contract which provides for the purchase and sale or exchange of residential real property;
(b) a lease with an option to purchase residential real property;
(c) a lease-with-obligation-to-purchase agreement for residential real property; or
(d) an installment land sale contract for residential real property.

7. "Residential real property" shall mean real property improved by a residential dwelling erected prior to the year nineteen hundred seventy-eight.

8. "Residential dwelling" shall mean a single-family dwelling, including attached structures such as porches and stoops, or a single-family dwelling unit within a structure that contains more than one separate residential dwelling unit, used or occupied, or designed to be used or occupied, wholly or partly, as the home or residence of one or more persons whether or not it was or will be occupied.

9. "Seller" shall mean any entity that intends to engage in the transfer of title to a buyer of residential real property, in whole or in part, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes,

1 mortgage banker, lender, and nonprofit organizations. The term "seller"
2 also shall mean an entity that transfers shares in a cooperatively owned
3 project.

4 10. "Test for lead-based paint" shall mean a test for the presence of
5 lead-based paint that has been conducted through both a lead hazard risk
6 assessment and a lead-based paint inspection as defined in 40 C.F.R.
7 745.103, 24 C.F.R. 35.86, and the United States department of housing
8 and urban development guidelines for the evaluation and control of lead-
9 based paint hazards in housing (July 2012), or successor regulations and
10 guidelines, and a report prepared indicating the results of such test,
11 including the locations where tests were performed for lead-based paint
12 and lead-based paint hazards and the readings of all such tests. Such
13 test shall not be valid unless performed by a person accredited pursuant
14 to: (a) certification to conduct lead hazard risk assessment and
15 inspections by the United States environmental protection agency pursu-
16 ant to 40 C.F.R. 745.226(b) or successor regulation; or (b) certif-
17 ication by a state or tribal program authorized by the United States
18 environmental protection agency to certify individuals engaged in lead-
19 based paint activities pursuant to 40 C.F.R. 745.325 or successor regu-
20 lation or eligible to conduct the inspections required by this article.
21 For multifamily housing, the test must be conducted in accordance with
22 the United States department of housing and urban development guidelines
23 for the evaluation and control of lead-based paint hazards in housing
24 (July 2012), or successor guidelines.

25 11. "Transfer of title" shall mean delivery of a properly executed
26 instrument conveying title to residential real property and shall
27 include delivery of a real estate purchase contract that is a lease or
28 installment land sale contract.

29 § 522. Inspection of residential real property for lead-based paint
30 prior to transfer of title. 1. (a) Effective April first, two thousand
31 twenty-two, every seller of residential real property pursuant to a real
32 estate purchase contract shall deliver to a buyer or buyer's agent prior
33 to the signing by the buyer of a binding contract of sale a certificate
34 that such property has been tested for lead-based paint, and provide the
35 report of such test. A copy of the certificate containing the signature
36 of the seller and any report of a test for lead-based paint shall be
37 attached to the real estate purchase contract. A copy of such certif-
38 icate and report of such test and any subsequent reports of such tests
39 shall be filed with the state department of health in the department of
40 health in the county where such residential real property is located,
41 and such certificate shall as well be filed with the office authorized
42 under section three hundred seventy-two of this chapter to be registrar
43 of title in the county where such real property is located, and such
44 office shall not accept for filing an instrument of transfer of title
45 unless accompanied by such certificate where applicable.

46 (b) The presentation of a certificate of such test by a prior owner of
47 said property and evidence of filing such certificate and report with
48 the department of health in the county where such residential real prop-
49 erty is located, shall be deemed to be in compliance with the provisions
50 of this subdivision.

51 (c) In the event the seller has not received from a prior owner a
52 certification and report of such tests as set forth in this subdivision,
53 the costs of testing for lead-based paint and the preparation of a
54 certificate and report thereof as provided in this subdivision shall be
55 deductible by the transferor or grantor, up to the amount of five
56 hundred dollars, or in a building with more than one dwelling unit up to

1 four hundred dollars per dwelling unit tested, from the taxes imposed by
2 sections fourteen hundred two and fourteen hundred two-a of the tax law.
3 The transferor or grantor shall not be reimbursed for costs in excess of
4 the total taxes imposed by sections fourteen hundred two and fourteen
5 hundred two-a of the tax law.

6 2. Any provision in a real estate purchase contract or any other docu-
7 ment related to the transfer of title in residential real property that
8 purports to waive any right created under state or federal law for the
9 buyer to conduct a risk assessment or inspection of the property to
10 determine the presence of lead-based paint and/or lead-based paint
11 hazards, or any oral agreement that purports to waive such right, is
12 null and void as against public policy, notwithstanding that such waiv-
13 ers might otherwise be permitted by federal law.

14 3. A certificate that such property has been tested for lead-based
15 paint shall not be required in connection with any of the following
16 transfers of residential real property:

- 17 (a) A transfer to a beneficiary of a deed of trust;
- 18 (b) A transfer by a fiduciary in the course of the administration of a
19 decedent's estate, a guardianship, a conservatorship, or a trust;
- 20 (c) A transfer from one co-owner to one or more other co-owners;
- 21 (d) A transfer made to the transferor's spouse or to one or more
22 persons in the lineal consanguinity of one or more of the transferors;
- 23 (e) A transfer between spouses or former spouses as a result of a
24 decree of divorce, dissolution of marriage, annulment, or legal sepa-
25 ration or as a result of property settlement, agreement incidental to a
26 decree of divorce, dissolution of marriage, annulment or legal sepa-
27 ration;
- 28 (f) A transfer to or from the state, a political subdivision of the
29 state, or another governmental entity;
- 30 (g) A transfer by a sheriff;
- 31 (h) A transfer pursuant to a partition action; or
- 32 (i) A transfer of an unoccupied dwelling unit or residential property
33 that is to be demolished, provided the dwelling unit or property will
34 remain unoccupied until demolition and lead-safe work practices enumer-
35 ated in 40 C.F.R. 745 and successor regulations, or more protective
36 state law are followed during the demolition.

37 4. Nothing contained in this article is intended to prevent the
38 parties to a contract of sale from entering into agreements of any kind
39 or nature with respect to the physical condition of the property to be
40 sold, including, but not limited to, agreements for the sale of real
41 property "as is".

42 § 523. Duty of agent. An agent representing a seller of residential
43 real property as a listing broker, or, if the seller is not represented
44 by an agent, the agent representing the buyer of residential real prop-
45 erty and dealing with a prospective seller, shall have the duty to time-
46 ly (in any event, before the buyer signs a binding contract of sale)
47 inform each seller of the seller's obligations under this article. An
48 agent representing a buyer of residential real property, or, if the
49 buyer is not represented by an agent, the agent representing a seller of
50 residential real property and dealing with a prospective buyer, shall
51 have the duty to timely (in any event, before the buyer signs a binding
52 contract of sale) inform such buyer of the buyer's rights and obli-
53 gations under this article. If an agent performs the duties and obli-
54 gations imposed upon him or her pursuant to this section, the agent
55 shall have no further duties under this article and shall not be liable
56 to any party for a violation of this article. The department of state

1 may, pursuant to section four hundred forty-one-c of this chapter,
2 revoke or suspend the license of an agent who violates this article.

3 § 524. Liability. Nothing contained in this article shall be construed
4 as limiting any existing legal cause of action or remedy at law, in
5 statute or in equity.

6 § 3. The real property law is amended by adding a new section 235-aa
7 to read as follows:

8 § 235-aa. Disclosure of lead-based paint and lead-based paint hazards.

9 1. Prior to executing a residential lease or rental agreement with a
10 tenant, the owner of real property shall provide the tenant a copy of
11 all reports of a test for lead-based paint issued or prepared pursuant
12 to section five hundred twenty-two of this chapter, and any other
13 report, within the possession or control of the owner, pertaining to
14 lead-based paint or lead-based paint hazards within the meaning of
15 section 4852d of title 42 of the United States Code and the regulations
16 thereunder. Owners who deliver a disclosure form with all required docu-
17 ments under the provisions of section 4852d of title 42 of the United
18 States Code and the regulations thereunder shall be deemed to have
19 complied with the requirements of this subdivision.

20 2. Any agreement by a lessee or tenant of premises for dwelling
21 purposes waiving or modifying his or her rights as set forth in this
22 section shall be void as contrary to public policy.

23 3. An owner who violates this section shall be liable for a civil
24 penalty not to exceed ten thousand dollars, and in addition, a penalty
25 to the tenant not to exceed the equivalent of the amount of rental
26 payments for three months plus any attorney's fees. The powers and
27 remedies set forth in this section shall be in addition to all other
28 existing legal cause of action or remedy at law, in statute or in equi-
29 ty.

30 § 4. Subdivision 2 of section 462 of the real property law, as added
31 by chapter 456 of the laws of 2001, is amended to read as follows:

32 2. The following shall be the disclosure form:

33 PROPERTY CONDITION DISCLOSURE STATEMENT

34 NAME OF SELLER OR SELLERS:

35 PROPERTY ADDRESS:

36 THE PROPERTY CONDITION DISCLOSURE ACT REQUIRES THE SELLER OF RESIDEN-
37 TIAL REAL PROPERTY TO CAUSE THIS DISCLOSURE STATEMENT OR A COPY THEREOF
38 TO BE DELIVERED TO A BUYER OR BUYER'S AGENT PRIOR TO THE SIGNING BY THE
39 BUYER OF A BINDING CONTRACT OF SALE.

40 PURPOSE OF STATEMENT: THIS IS A STATEMENT OF CERTAIN CONDITIONS AND
41 INFORMATION CONCERNING THE PROPERTY KNOWN TO THE SELLER. THIS DISCLOSURE
42 STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY AGENT
43 REPRESENTING THE SELLER IN THIS TRANSACTION. IT IS NOT A SUBSTITUTE FOR
44 ANY INSPECTIONS OR TESTS AND THE BUYER IS ENCOURAGED TO OBTAIN HIS OR
45 HER OWN INDEPENDENT PROFESSIONAL INSPECTIONS AND ENVIRONMENTAL TESTS AND
46 ALSO IS ENCOURAGED TO CHECK PUBLIC RECORDS PERTAINING TO THE PROPERTY.

47 A KNOWINGLY FALSE OR INCOMPLETE STATEMENT BY THE SELLER ON THIS FORM
48 MAY SUBJECT THE SELLER TO CLAIMS BY THE BUYER PRIOR TO OR AFTER THE
49 TRANSFER OF TITLE. IN THE EVENT A SELLER FAILS TO PERFORM THE DUTY
50 PRESCRIBED IN THIS ARTICLE TO DELIVER A DISCLOSURE STATEMENT PRIOR TO
51 THE SIGNING BY THE BUYER OF A BINDING CONTRACT OF SALE, THE BUYER SHALL

1 RECEIVE UPON THE TRANSFER OF TITLE A CREDIT OF FIVE HUNDRED DOLLARS
2 AGAINST THE AGREED UPON PURCHASE PRICE OF THE RESIDENTIAL REAL PROPERTY.
3 "RESIDENTIAL REAL PROPERTY" MEANS REAL PROPERTY IMPROVED BY A ONE TO
4 FOUR FAMILY DWELLING USED OR OCCUPIED, OR INTENDED TO BE USED OR OCCU-
5 PIED, WHOLLY OR PARTLY, AS THE HOME OR RESIDENCE OF ONE OR MORE PERSONS,
6 BUT SHALL NOT REFER TO (A) UNIMPROVED REAL PROPERTY UPON WHICH SUCH
7 DWELLINGS ARE TO BE CONSTRUCTED OR (B) CONDOMINIUM UNITS OR COOPERATIVE
8 APARTMENTS OR (C) PROPERTY ON A HOMEOWNERS' ASSOCIATION THAT IS NOT
9 OWNED IN FEE SIMPLE BY THE SELLER.

10 INSTRUCTIONS TO THE SELLER:

- 11 (a) ANSWER ALL QUESTIONS BASED UPON YOUR ACTUAL KNOWLEDGE.
12 (b) ATTACH ADDITIONAL PAGES WITH YOUR SIGNATURE IF ADDITIONAL SPACE IS
13 REQUIRED.
14 (c) COMPLETE THIS FORM YOURSELF.
15 (d) IF SOME ITEMS DO NOT APPLY TO YOUR PROPERTY, CHECK "NA" (NON-AP-
16 PLICABLE). IF YOU DO NOT KNOW THE ANSWER CHECK "UNKN" (UNKNOWN).

17 SELLER'S STATEMENT: THE SELLER MAKES THE FOLLOWING REPRESENTATIONS TO
18 THE BUYER BASED UPON THE SELLER'S ACTUAL KNOWLEDGE AT THE TIME OF SIGN-
19 ING THIS DOCUMENT. THE SELLER AUTHORIZES HIS OR HER AGENT, IF ANY, TO
20 PROVIDE A COPY OF THIS STATEMENT TO A PROSPECTIVE BUYER OF THE RESIDEN-
21 TIAL REAL PROPERTY. THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER
22 AND ARE NOT THE REPRESENTATIONS OF THE SELLER'S AGENT.

23 GENERAL INFORMATION

- 24 1. HOW LONG HAVE YOU OWNED THE PROPERTY?
25 2. HOW LONG HAVE YOU OCCUPIED THE PROPERTY?
26 3. WHAT IS THE AGE OF THE STRUCTURE OR STRUCTURES? NOTE TO BUYER--IF
27 THE STRUCTURE WAS BUILT BEFORE 1978 YOU ARE ENCOURAGED TO INVESTI-
28 GATE FOR THE PRESENCE OF LEAD BASED PAINT HAZARDS. IN ADDITION, NEW
29 YORK REAL PROPERTY LAW REQUIRES THE SELLER TO PRODUCE THE RESULTS
30 OF A TEST OF ALL THE PAINTED SURFACES FOR LEAD, OR TO CONDUCT SUCH
31 A TEST IF NOT PREVIOUSLY PERFORMED.
32 4. DOES ANYBODY OTHER THAN YOURSELF HAVE A LEASE, EASEMENT OR ANY
33 OTHER RIGHT TO USE OR OCCUPY ANY PART OF YOUR PROPERTY OTHER THAN
34 THOSE STATED IN DOCUMENTS AVAILABLE IN THE PUBLIC RECORD, SUCH AS
35 RIGHTS TO USE A ROAD OR PATH OR CUT TREES OR CROPS. YES NO UNKN NA
36 5. DOES ANYBODY ELSE CLAIM TO OWN ANY PART OF YOUR PROPERTY? YES NO
37 UNKN NA (IF YES, EXPLAIN BELOW)
38 6. HAS ANYONE DENIED YOU ACCESS TO THE PROPERTY OR MADE A FORMAL LEGAL
39 CLAIM CHALLENGING YOUR TITLE TO THE PROPERTY? YES NO UNKN NA (IF
40 YES, EXPLAIN BELOW)
41 7. ARE THERE ANY FEATURES OF THE PROPERTY SHARED IN COMMON WITH
42 ADJOINING LAND OWNERS OR A HOMEOWNERS ASSOCIATION, SUCH AS WALLS,
43 FENCES OR DRIVEWAYS? YES NO UNKN NA (IF YES DESCRIBE BELOW)
44 8. ARE THERE ANY ELECTRIC OR GAS UTILITY SURCHARGES FOR LINE EXTEN-
45 SIONS, SPECIAL ASSESSMENTS OR HOMEOWNER OR OTHER ASSOCIATION FEES
46 THAT APPLY TO THE PROPERTY? YES NO UNKN NA (IF YES, EXPLAIN BELOW)
47 9. ARE THERE CERTIFICATES OF OCCUPANCY RELATED TO THE PROPERTY? YES
48 NO UNKN NA (IF NO, EXPLAIN BELOW)

49 ENVIRONMENTAL

50 NOTE TO SELLER - IN THIS SECTION, YOU WILL BE ASKED QUESTIONS REGARD-
51 ING PETROLEUM PRODUCTS AND HAZARDOUS OR TOXIC SUBSTANCES THAT YOU KNOW
52 TO HAVE BEEN SPILLED, LEAKED OR OTHERWISE BEEN RELEASED ON THE PROPERTY

1 OR FROM THE PROPERTY ONTO ANY OTHER PROPERTY. PETROLEUM PRODUCTS MAY
2 INCLUDE, BUT ARE NOT LIMITED TO, GASOLINE, DIESEL FUEL, HOME HEATING
3 FUEL, AND LUBRICANTS. HAZARDOUS OR TOXIC SUBSTANCES ARE PRODUCTS THAT
4 COULD POSE SHORT- OR LONG-TERM DANGER TO PERSONAL HEALTH OR THE ENVIRON-
5 MENT IF THEY ARE NOT PROPERLY DISPOSED OF, APPLIED OR STORED. THESE
6 INCLUDE, BUT ARE NOT LIMITED TO, FERTILIZERS, PESTICIDES AND INSECTI-
7 CIDES, PAINT INCLUDING PAINT THINNER, VARNISH REMOVER AND WOOD PRESERVA-
8 TIVES, TREATED WOOD, CONSTRUCTION MATERIALS SUCH AS ASPHALT AND ROOFING
9 MATERIALS, ANTIFREEZE AND OTHER AUTOMOTIVE PRODUCTS, BATTERIES, CLEANING
10 SOLVENTS INCLUDING SEPTIC TANK CLEANERS, HOUSEHOLD CLEANERS AND POOL
11 CHEMICALS AND PRODUCTS CONTAINING MERCURY AND LEAD.

12 NOTE TO BUYER - IF CONTAMINATION OF THIS PROPERTY FROM PETROLEUM
13 PRODUCTS AND/OR HAZARDOUS OR TOXIC SUBSTANCES IS A CONCERN TO YOU, YOU
14 ARE URGED TO CONSIDER SOIL AND GROUNDWATER TESTING OF THIS PROPERTY. IF
15 LEAD IN DRINKING WATER IS A CONCERN TO YOU, YOU ARE URGED TO HAVE THE
16 PLUMBING EXAMINED, INCLUDING THE SERVICE LINE.

17 10. IS ANY OR ALL OF THE PROPERTY LOCATED IN A DESIGNATED FLOODPLAIN?
18 YES NO UNKN NA (IF YES, EXPLAIN BELOW)
19 11. IS ANY OR ALL OF THE PROPERTY LOCATED IN A DESIGNATED WETLAND?
20 YES NO UNKN NA (IF YES, EXPLAIN BELOW)
21 12. IS THE PROPERTY LOCATED IN AN AGRICULTURAL DISTRICT? YES NO
22 UNKN NA (IF YES, EXPLAIN BELOW)
23 13. WAS THE PROPERTY EVER THE SITE OF A LANDFILL? YES NO UNKN NA
24 (IF YES, EXPLAIN BELOW)
25 14. ARE THERE OR HAVE THERE EVER BEEN FUEL STORAGE TANKS ABOVE OR
26 BELOW THE GROUND ON THE PROPERTY? YES NO UNKN NA IF YES, ARE
27 THEY CURRENTLY IN USE? YES NO UNKN NA LOCATION(S) ARE THEY LEAKING
28 OR HAVE THEY EVER LEAKED? YES NO UNKN NA (IF YES, EXPLAIN BELOW)
29 15. IS THERE ASBESTOS IN THE STRUCTURE? YES NO UNKN NA (IF YES, STATE
30 LOCATION OR LOCATIONS BELOW)
31 16. IS LEAD PLUMBING PRESENT? YES NO UNKN NA (IF YES, STATE LOCATION
32 OR LOCATIONS BELOW)
33 17. HAS A RADON TEST BEEN DONE? YES NO UNKN NA (IF YES, ATTACH A COPY
34 OF THE REPORT)
35 18. HAS MOTOR FUEL, MOTOR OIL, HOME HEATING FUEL, LUBRICATING OIL OR
36 ANY OTHER PETROLEUM PRODUCT, METHANE GAS, OR ANY HAZARDOUS OR
37 TOXIC SUBSTANCE SPILLED, LEAKED OR OTHERWISE BEEN RELEASED ON THE
38 PROPERTY OR FROM THE PROPERTY ONTO ANY OTHER PROPERTY? YES NO
39 UNKN NA (IF YES, DESCRIBE BELOW)
40 19. HAS THE PROPERTY BEEN TESTED FOR THE PRESENCE OF MOTOR FUEL, MOTOR
41 OIL, HOME HEATING FUEL, LUBRICATING OIL, OR ANY OTHER PETROLEUM
42 PRODUCT, METHANE GAS, OR ANY HAZARDOUS OR TOXIC SUBSTANCE? YES NO
43 UNKN NA (IF YES, ATTACH REPORT(S))

44 STRUCTURAL

45 20. IS THERE ANY ROT OR WATER DAMAGE TO THE STRUCTURE OR STRUCTURES?
46 YES NO UNKN NA (IF YES, EXPLAIN BELOW)
47 21. IS THERE ANY FIRE OR SMOKE DAMAGE TO THE STRUCTURE OR STRUCTURES?
48 YES NO UNKN NA (IF YES, EXPLAIN BELOW)
49 22. IS THERE ANY TERMITE, INSECT, RODENT OR PEST INFESTATION OR
50 DAMAGE? YES NO UNKN NA (IF YES, EXPLAIN BELOW)
51 23. HAS THE PROPERTY BEEN TESTED FOR TERMITE, INSECT, RODENT OR PEST
52 INFESTATION OR DAMAGE? YES NO UNKN NA (IF YES, PLEASE ATTACH
53 REPORT(S))

- 1 24. WHAT IS THE TYPE OF ROOF/ROOF COVERING (SLATE, ASPHALT, OTHER.)?
 2 ANY KNOWN MATERIAL DEFECTS? HOW OLD IS THE ROOF? IS THERE A TRANS-
 3 FERABLE WARRANTEE ON THE ROOF IN EFFECT NOW? YES NO UNKN NA (IF
 4 YES, EXPLAIN BELOW)
 5 25. ARE THERE ANY KNOWN MATERIAL DEFECTS IN ANY OF THE FOLLOWING
 6 STRUCTURAL SYSTEMS: FOOTINGS, BEAMS, GIRDERS, LINTELS, COLUMNS OR
 7 PARTITIONS. YES NO UNKN NA (IF YES, EXPLAIN BELOW)

8 MECHANICAL SYSTEMS & SERVICES

- 9 26. WHAT IS THE WATER SOURCE (CIRCLE ALL THAT APPLY - WELL, PRIVATE,
 10 MUNICIPAL, OTHER)? IF MUNICIPAL, IS IT METERED? YES NO UNKN NA
 11 27. HAS THE WATER QUALITY AND/OR FLOW RATE BEEN TESTED? YES NO UNKN NA
 12 (IF YES, DESCRIBE BELOW)
 13 28. WHAT IS THE TYPE OF SEWAGE SYSTEM (CIRCLE ALL THAT APPLY - PUBLIC
 14 SEWER, PRIVATE SEWER, SEPTIC OR CESSPOOL)? IF SEPTIC OR CESSPOOL,
 15 AGE? _____ DATE LAST PUMPED? _____ FREQUENCY OF PUMPING?
 16 _____ ANY KNOWN MATERIAL DEFECTS? YES NO UNKN NA (IF YES,
 17 EXPLAIN BELOW)
 18 29. WHO IS YOUR ELECTRIC SERVICE PROVIDER? _____ WHAT IS THE AMPER-
 19 AGE? _____ DOES IT HAVE CIRCUIT BREAKERS OR FUSES? _____
 20 PRIVATE OR PUBLIC POLES? _____ ANY KNOWN MATERIAL DEFECTS? YES
 21 NO UNKN NA (IF YES, EXPLAIN BELOW)
 22 30. ARE THERE ANY FLOODING, DRAINAGE OR GRADING PROBLEMS THAT RESULTED
 23 IN STANDING WATER ON ANY PORTION OF THE PROPERTY? YES NO UNKN NA
 24 (IF YES, STATE LOCATIONS AND EXPLAIN BELOW)
 25 31. DOES THE BASEMENT HAVE SEEPAGE THAT RESULTS IN STANDING WATER? YES
 26 NO UNKN NA (IF YES, EXPLAIN BELOW)

27 ARE THERE ANY KNOWN MATERIAL DEFECTS IN ANY OF THE FOLLOWING (IF YES,
 28 EXPLAIN BELOW. USE ADDITIONAL SHEETS IF NECESSARY.):

29	32. PLUMBING SYSTEM?	YES	NO	UNKN	NA
30	33. SECURITY SYSTEM?	YES	NO	UNKN	NA
31	34. CARBON MONOXIDE DETECTOR?	YES	NO	UNKN	NA
32	35. SMOKE DETECTOR?	YES	NO	UNKN	NA
33	36. FIRE SPRINKLER SYSTEM?	YES	NO	UNKN	NA
34	37. SUMP PUMP?	YES	NO	UNKN	NA
35	38. FOUNDATION/SLAB?	YES	NO	UNKN	NA
36	39. INTERIOR WALLS/CEILINGS?	YES	NO	UNKN	NA
37	40. EXTERIOR WALLS OR SIDING?	YES	NO	UNKN	NA
38	41. FLOORS?	YES	NO	UNKN	NA
39	42. CHIMNEY/FIREPLACE OR STOVE?	YES	NO	UNKN	NA
40	43. PATIO/DECK?	YES	NO	UNKN	NA
41	44. DRIVEWAY?	YES	NO	UNKN	NA
42	45. AIR CONDITIONER?	YES	NO	UNKN	NA
43	46. HEATING SYSTEM?	YES	NO	UNKN	NA
44	47. HOT WATER HEATER?	YES	NO	UNKN	NA
45	48. THE PROPERTY IS LOCATED IN THE				
46	FOLLOWING SCHOOL DISTRICT			UNKN	

47 NOTE: BUYER IS ENCOURAGED TO CHECK PUBLIC RECORDS CONCERNING THE PROP-
 48 ERTY (E.G. TAX RECORDS AND WETLAND AND FLOOD PLAIN MAPS)
 49 THE SELLER SHOULD USE THIS AREA TO FURTHER EXPLAIN ANY ITEM ABOVE. IF
 50 NECESSARY, ATTACH ADDITIONAL PAGES AND INDICATE HERE THE NUMBER OF ADDI-
 51 TIONAL PAGES ATTACHED.

1 _____
2 _____
3 _____
4 _____

5 SELLER'S CERTIFICATION: SELLER CERTIFIES THAT THE INFORMATION IN THIS
6 PROPERTY CONDITION DISCLOSURE STATEMENT IS TRUE AND COMPLETE TO THE
7 SELLER'S ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE SELLER. IF A
8 SELLER OF RESIDENTIAL REAL PROPERTY ACQUIRES KNOWLEDGE WHICH RENDERS
9 MATERIALLY INACCURATE A PROPERTY CONDITION DISCLOSURE STATEMENT PROVIDED
10 PREVIOUSLY, THE SELLER SHALL DELIVER A REVISED PROPERTY CONDITION
11 DISCLOSURE STATEMENT TO THE BUYER AS SOON AS PRACTICABLE. IN NO EVENT,
12 HOWEVER, SHALL A SELLER BE REQUIRED TO PROVIDE A REVISED PROPERTY CONDI-
13 TION DISCLOSURE STATEMENT AFTER THE TRANSFER OF TITLE FROM THE SELLER TO
14 THE BUYER OR OCCUPANCY BY THE BUYER, WHICHEVER IS EARLIER.

15 SELLER _____ DATE _____
16 SELLER _____ DATE _____

17 BUYER'S ACKNOWLEDGMENT: BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS
18 STATEMENT AND BUYER UNDERSTANDS THAT THIS INFORMATION IS A STATEMENT OF
19 CERTAIN CONDITIONS AND INFORMATION CONCERNING THE PROPERTY KNOWN TO THE
20 SELLER. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR SELLER'S AGENT
21 AND IS NOT A SUBSTITUTE FOR ANY HOME, PEST, RADON OR OTHER INSPECTIONS
22 OR TESTING OF THE PROPERTY OR INSPECTION OF THE PUBLIC RECORDS.

23 BUYER _____ DATE _____
24 BUYER _____ DATE _____

25 § 5. This act shall take effect immediately.