

STATE OF NEW YORK

8830

IN SENATE

July 20, 2020

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

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, (1.1970, 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
25 of lead-based paint and lead-based paint hazards, and encourages poten-
26 tial buyers to conduct inspections for lead-based paint, these mech-
27 anisms neither mandate that such inspections take place either by sell-

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

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1 ers or buyers. This gap in disclosure requirements results in
 2 residential property being transferred without any knowledge of the
 3 potential for such property to cause lead poisoning and the attendant
 4 liabilities.

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

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

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

29 ARTICLE 16

30 LEAD-BASED PAINT DISCLOSURE ACT

31 Section 520. Short title.

32 521. Definitions.

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

35 523. Duty of agent.

36 524. Liability.

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

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

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

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

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

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

54 5. "Lead-based paint" shall mean paint or other similar surface coat-
 55 ing material containing 1.0 milligrams of lead per square centimeter or
 56 greater, as determined by laboratory analysis of paint samples with all

1 layers of paint present, or by an x-ray fluorescence analyzer. If an
2 x-ray fluorescence analyzer is used, readings shall be corrected for
3 substrate bias when necessary as specified by the performance character-
4 istic sheets released by the United States environmental protection
5 agency and the United States department of housing and urban development
6 for the specific x-ray fluorescence analyzer used. X-ray fluorescence
7 readings shall be classified as positive, negative or inconclusive in
8 accordance with the United States department of housing and urban devel-
9 opment guidelines for the evaluation and control of lead-based paint
10 hazards in housing (July 2012) or successor guidelines, and the perform-
11 ance characteristic sheets released by the United States environmental
12 protection agency and the United States department of housing and urban
13 development for the specific x-ray fluorescence analyzer used. X-ray
14 fluorescence readings that fall within the inconclusive zone, as deter-
15 mined by the performance characteristic sheets, shall be confirmed by
16 laboratory analysis of paint chips, results shall be reported in milli-
17 grams of lead per square centimeter and the measure of such laboratory
18 analysis shall be definitive. If laboratory analysis is used to deter-
19 mine lead content, results shall be reported in milligrams of lead per
20 square centimeter. Where the surface area of a paint chip sample cannot
21 be accurately measured or if an accurately measured paint chip sample
22 cannot be removed, a laboratory analysis may be reported in percent by
23 weight. In such case, lead-based paint shall mean any paint or other
24 similar surface-coating material containing more than 0.009 percent of
25 metallic lead, based on the non-volatile content of the paint or other
26 similar surface-coating material. In the event that the United States
27 environmental protection agency or a successor agency, or the United
28 States department of housing and urban development or a successor agen-
29 cy, or a department or agency of the state of New York that has obtained
30 applicable authorization pursuant to 40 C.F.R. part 745 subpart Q or
31 successor regulation, adopts more stringent definitions of lead-based
32 paint, such more stringent definitions shall apply for the purposes of
33 this article.

34 6. "Real estate purchase contract" shall mean any of the following:

35 (a) a contract which provides for the purchase and sale or exchange of
36 residential real property;

37 (b) a lease with an option to purchase residential real property;

38 (c) a lease-with-obligation-to-purchase agreement for residential real
39 property; or

40 (d) an installment land sale contract for residential real property.

41 7. "Residential real property" shall mean real property improved by a
42 residential dwelling erected prior to the year nineteen hundred seven-
43 ty-eight.

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

50 9. "Seller" shall mean any entity that intends to engage in the trans-
51 fer of title to a buyer of residential real property, in whole or in
52 part, including but not limited to individuals, partnerships, corpora-
53 tions, trusts, government agencies, housing agencies, Indian tribes,
54 mortgage banker, lender, and nonprofit organizations. The term "seller"
55 also shall mean an entity that transfers shares in a cooperatively owned
56 project.

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

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

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

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

48 (c) In the event the seller has not received from a prior owner a
49 certification and report of such tests as set forth in this subdivision,
50 the costs of testing for lead-based paint and the preparation of a
51 certificate and report thereof as provided in this subdivision shall be
52 deductible by the transferor or grantor, up to the amount of five
53 hundred dollars, or in a building with more than one dwelling unit up to
54 four hundred dollars per dwelling unit tested, from the taxes imposed by
55 sections fourteen hundred two and fourteen hundred two-a of the tax law.
56 The transferor or grantor shall not be reimbursed for costs in excess of

1 the total taxes imposed by sections fourteen hundred two and fourteen
2 hundred two-a of the tax law.

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

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

14 (a) A transfer to a beneficiary of a deed of trust;

15 (b) A transfer by a fiduciary in the course of the administration of a
16 decedent's estate, a guardianship, a conservatorship, or a trust;

17 (c) A transfer from one co-owner to one or more other co-owners;

18 (d) A transfer made to the transferor's spouse or to one or more
19 persons in the lineal consanguinity of one or more of the transferors;

20 (e) A transfer between spouses or former spouses as a result of a
21 decree of divorce, dissolution of marriage, annulment, or legal sepa-
22 ration or as a result of property settlement, agreement incidental to a
23 decree of divorce, dissolution of marriage, annulment or legal sepa-
24 ration;

25 (f) A transfer to or from the state, a political subdivision of the
26 state, or another governmental entity;

27 (g) A transfer by a sheriff;

28 (h) A transfer pursuant to a partition action; or

29 (i) A transfer of an unoccupied dwelling unit or residential property
30 that is to be demolished, provided the dwelling unit or property will
31 remain unoccupied until demolition and lead-safe work practices enumer-
32 ated in 40 C.F.R. 745 and successor regulations, or more protective
33 state law are followed during the demolition.

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

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

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

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

6 § 235-aa. Disclosure of lead-based paint and lead-based paint hazards.

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

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

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

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

30 2. The following shall be the disclosure form:

31 PROPERTY CONDITION DISCLOSURE STATEMENT

32 NAME OF SELLER OR SELLERS:

33 PROPERTY ADDRESS:

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

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

45 A KNOWINGLY FALSE OR INCOMPLETE STATEMENT BY THE SELLER ON THIS FORM
46 MAY SUBJECT THE SELLER TO CLAIMS BY THE BUYER PRIOR TO OR AFTER THE
47 TRANSFER OF TITLE. IN THE EVENT A SELLER FAILS TO PERFORM THE DUTY
48 PRESCRIBED IN THIS ARTICLE TO DELIVER A DISCLOSURE STATEMENT PRIOR TO
49 THE SIGNING BY THE BUYER OF A BINDING CONTRACT OF SALE, THE BUYER SHALL
50 RECEIVE UPON THE TRANSFER OF TITLE A CREDIT OF FIVE HUNDRED DOLLARS
51 AGAINST THE AGREED UPON PURCHASE PRICE OF THE RESIDENTIAL REAL PROPERTY.

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

8 INSTRUCTIONS TO THE SELLER:

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

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

21 GENERAL INFORMATION

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

47 ENVIRONMENTAL

48 NOTE TO SELLER - IN THIS SECTION, YOU WILL BE ASKED QUESTIONS REGARD-
49 ING PETROLEUM PRODUCTS AND HAZARDOUS OR TOXIC SUBSTANCES THAT YOU KNOW
50 TO HAVE BEEN SPILLED, LEAKED OR OTHERWISE BEEN RELEASED ON THE PROPERTY
51 OR FROM THE PROPERTY ONTO ANY OTHER PROPERTY. PETROLEUM PRODUCTS MAY
52 INCLUDE, BUT ARE NOT LIMITED TO, GASOLINE, DIESEL FUEL, HOME HEATING

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

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

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

42 STRUCTURAL

43 20. IS THERE ANY ROT OR WATER DAMAGE TO THE STRUCTURE OR STRUCTURES?
 44 YES NO UNKN NA (IF YES, EXPLAIN BELOW)
 45 21. IS THERE ANY FIRE OR SMOKE DAMAGE TO THE STRUCTURE OR STRUCTURES?
 46 YES NO UNKN NA (IF YES, EXPLAIN BELOW)
 47 22. IS THERE ANY TERMITE, INSECT, RODENT OR PEST INFESTATION OR
 48 DAMAGE? YES NO UNKN NA (IF YES, EXPLAIN BELOW)
 49 23. HAS THE PROPERTY BEEN TESTED FOR TERMITE, INSECT, RODENT OR PEST
 50 INFESTATION OR DAMAGE? YES NO UNKN NA (IF YES, PLEASE ATTACH
 51 REPORT(S))
 52 24. WHAT IS THE TYPE OF ROOF/ROOF COVERING (SLATE, ASPHALT, OTHER.)?
 53 ANY KNOWN MATERIAL DEFECTS? HOW OLD IS THE ROOF? IS THERE A TRANS-

1 FERABLE WARRANTEE ON THE ROOF IN EFFECT NOW? YES NO UNKN NA (IF
 2 YES, EXPLAIN BELOW)
 3 25. ARE THERE ANY KNOWN MATERIAL DEFECTS IN ANY OF THE FOLLOWING
 4 STRUCTURAL SYSTEMS: FOOTINGS, BEAMS, GIRDERS, LINTELS, COLUMNS OR
 5 PARTITIONS. YES NO UNKN NA (IF YES, EXPLAIN BELOW)

6 MECHANICAL SYSTEMS & SERVICES

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

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

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

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

50 _____
 51 _____

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

13 SELLER _____ DATE _____
14 SELLER _____ DATE _____

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

21 BUYER _____ DATE _____
22 BUYER _____ DATE _____

23 § 5. This act shall take effect immediately.