

# STATE OF NEW YORK

2353

2023-2024 Regular Sessions

## IN SENATE

January 20, 2023

Introduced by Sens. KAVANAGH, BAILEY, BRESLIN, BROUK, CLEARE, COONEY, HOYLMAN-SIGAL, JACKSON, MANNION, MAY, MYRIE, PARKER, RIVERA, RYAN, SALAZAR, SEPULVEDA, SERRANO, SKOUFIS -- 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, (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

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

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1 is not sufficiently widespread. In addition, while federal law requires  
2 the disclosure by sellers of real property of knowledge of the existence  
3 of lead-based paint and lead-based paint hazards, and encourages poten-  
4 tial buyers to conduct inspections for lead-based paint, these mech-  
5 anisms neither mandate that such inspections take place either by sell-  
6 ers or buyers. This gap in disclosure requirements results in  
7 residential property being transferred without any knowledge of the  
8 potential for such property to cause lead poisoning and the attendant  
9 liabilities.

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

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

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

#### 34 ARTICLE 16

#### 35 LEAD-BASED PAINT DISCLOSURE ACT

#### 36 Section 520. Short title.

#### 37 521. Definitions.

#### 38 522. Inspection of residential real property for lead-based 39 paint prior to transfer of title.

#### 40 523. Duty of agent.

#### 41 524. Liability.

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

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

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

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

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

55 4. "Buyer" shall mean any entity that enters into a real estate  
56 purchase contract, including but not limited to individuals, partner-

1 ships, corporations, trusts, government agencies, housing agencies,  
2 Indian tribes, and nonprofit organizations.

3 5. "Lead-based paint" shall mean paint or other similar surface coat-  
4 ing material containing 1.0 milligrams of lead per square centimeter or  
5 greater, as determined by laboratory analysis of paint samples with all  
6 layers of paint present, or by an x-ray fluorescence analyzer. If an  
7 x-ray fluorescence analyzer is used, readings shall be corrected for  
8 substrate bias when necessary as specified by the performance character-  
9 istic sheets released by the United States environmental protection  
10 agency and the United States department of housing and urban development  
11 for the specific x-ray fluorescence analyzer used. X-ray fluorescence  
12 readings shall be classified as positive, negative or inconclusive in  
13 accordance with the United States department of housing and urban devel-  
14 opment guidelines for the evaluation and control of lead-based paint  
15 hazards in housing (July 2012) or successor guidelines, and the perform-  
16 ance characteristic sheets released by the United States environmental  
17 protection agency and the United States department of housing and urban  
18 development for the specific x-ray fluorescence analyzer used. X-ray  
19 fluorescence readings that fall within the inconclusive zone, as deter-  
20 mined by the performance characteristic sheets, shall be confirmed by  
21 laboratory analysis of paint chips, results shall be reported in milli-  
22 grams of lead per square centimeter and the measure of such laboratory  
23 analysis shall be definitive. If laboratory analysis is used to deter-  
24 mine lead content, results shall be reported in milligrams of lead per  
25 square centimeter. Where the surface area of a paint chip sample cannot  
26 be accurately measured or if an accurately measured paint chip sample  
27 cannot be removed, a laboratory analysis may be reported in percent by  
28 weight. In such case, lead-based paint shall mean any paint or other  
29 similar surface-coating material containing more than 0.009 percent of  
30 metallic lead, based on the non-volatile content of the paint or other  
31 similar surface-coating material. In the event that the United States  
32 environmental protection agency or a successor agency, or the United  
33 States department of housing and urban development or a successor agen-  
34 cy, or a department or agency of the state of New York that has obtained  
35 applicable authorization pursuant to 40 C.F.R. part 745 subpart Q or  
36 successor regulation, adopts more stringent definitions of lead-based  
37 paint, such more stringent definitions shall apply for the purposes of  
38 this article.

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

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

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

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

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

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

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

55 9. "Seller" shall mean any entity that intends to engage in the trans-  
56 fer of title to a buyer of residential real property, in whole or in

1 part, including but not limited to individuals, partnerships, corpo-  
2 rations, trusts, government agencies, housing agencies, Indian tribes,  
3 mortgage banker, lender, and nonprofit organizations. The term "seller"  
4 also shall mean an entity that transfers shares in a cooperatively owned  
5 project.

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

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

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

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

53 (c) In the event the seller has not received from a prior owner a  
54 certification and report of such tests as set forth in this subdivision,  
55 the costs of testing for lead-based paint and the preparation of a  
56 certificate and report thereof as provided in this subdivision shall be

1 deductible by the transferor or grantor, up to the amount of five  
2 hundred dollars, or in a building with more than one dwelling unit up to  
3 four hundred dollars per dwelling unit tested, from the taxes imposed by  
4 sections fourteen hundred two and fourteen hundred two-a of the tax law.  
5 The transferor or grantor shall not be reimbursed for costs in excess of  
6 the total taxes imposed by sections fourteen hundred two and fourteen  
7 hundred two-a of the tax law.

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

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

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

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

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

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

25 (e) A transfer between spouses or former spouses as a result of a  
26 decree of divorce, dissolution of marriage, annulment, or legal sepa-  
27 ration or as a result of property settlement, agreement incidental to a  
28 decree of divorce, dissolution of marriage, annulment or legal sepa-  
29 ration;

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

32 (g) A transfer by a sheriff;

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

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

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

44 § 523. Duty of agent. An agent representing a seller of residential  
45 real property as a listing broker, or, if the seller is not represented  
46 by an agent, the agent representing the buyer of residential real prop-  
47 erty and dealing with a prospective seller, shall have the duty to time-  
48 ly (in any event, before the buyer signs a binding contract of sale)  
49 inform each seller of the seller's obligations under this article. An  
50 agent representing a buyer of residential real property, or, if the  
51 buyer is not represented by an agent, the agent representing a seller of  
52 residential real property and dealing with a prospective buyer, shall  
53 have the duty to timely (in any event, before the buyer signs a binding  
54 contract of sale) inform such buyer of the buyer's rights and obli-  
55 gations under this article. If an agent performs the duties and obli-  
56 gations imposed upon him or her pursuant to this section, the agent

1 shall have no further duties under this article and shall not be liable  
2 to any party for a violation of this article. The department of state  
3 may, pursuant to section four hundred forty-one-c of this chapter,  
4 revoke or suspend the license of an agent who violates this article.

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

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

10 § 235-aa. Disclosure of lead-based paint and lead-based paint hazards.

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

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

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

32 § 4. Subdivision 2 of section 462 of the real property law, as amended  
33 by chapter 690 of the laws of 2022, is amended to read as follows:

34 2. The following shall be the disclosure form:

35 PROPERTY CONDITION DISCLOSURE STATEMENT

36 NAME OF SELLER OR SELLERS:

37 PROPERTY ADDRESS:

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

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

49 A KNOWINGLY FALSE OR INCOMPLETE STATEMENT BY THE SELLER ON THIS FORM  
50 MAY SUBJECT THE SELLER TO CLAIMS BY THE BUYER PRIOR TO OR AFTER THE  
51 TRANSFER OF TITLE. IN THE EVENT A SELLER FAILS TO PERFORM THE DUTY  
52 PRESCRIBED IN THIS ARTICLE TO DELIVER A DISCLOSURE STATEMENT PRIOR TO  
53 THE SIGNING BY THE BUYER OF A BINDING CONTRACT OF SALE, THE BUYER SHALL  
54 RECEIVE UPON THE TRANSFER OF TITLE A CREDIT OF FIVE HUNDRED DOLLARS  
55 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 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  
53 FUEL, AND LUBRICANTS. HAZARDOUS OR TOXIC SUBSTANCES ARE PRODUCTS OR

1 OTHER MATERIAL THAT COULD POSE SHORT- OR LONG-TERM DANGER TO PERSONAL  
2 HEALTH OR THE ENVIRONMENT IF THEY ARE NOT PROPERLY DISPOSED OF, APPLIED  
3 OR STORED. THESE INCLUDE, BUT ARE NOT LIMITED TO, FERTILIZERS, PESTI-  
4 CIDES AND INSECTICIDES, PAINT INCLUDING PAINT THINNER, VARNISH REMOVER  
5 AND WOOD PRESERVATIVES, TREATED WOOD, CONSTRUCTION MATERIALS SUCH AS  
6 ASPHALT AND ROOFING MATERIALS, ANTIFREEZE AND OTHER AUTOMOTIVE PRODUCTS,  
7 BATTERIES, CLEANING SOLVENTS INCLUDING SEPTIC TANK CLEANERS, HOUSEHOLD  
8 CLEANERS, POOL CHEMICALS, PRODUCTS CONTAINING MERCURY AND LEAD AND  
9 INDOOR MOLD.

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 19-a. HAS THE PROPERTY BEEN TESTED FOR INDOOR MOLD? YES NO UNKN (IF  
43 YES, ATTACH A COPY OF THE REPORT)

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

51 \_\_\_\_\_  
 52 \_\_\_\_\_  
 53 \_\_\_\_\_  
 54 \_\_\_\_\_

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

11 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

12 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

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

19 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

20 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

21 § 5. This act shall take effect August 1, 2024; provided, however,  
 22 that if chapter 690 of the laws of 2022 shall not have taken effect on  
 23 or before such date then section four of this act shall take effect on  
 24 the same date and in the same manner as such chapter of the laws of  
 25 2022, takes effect. Effective immediately, the addition, amendment,  
 26 and/or repeal of any rule or regulation necessary for the implementation  
 27 of this act on its effective date are authorized to be made and  
 28 completed on or before such effective date.