



Garthchester Realty

www.GarthchesterRealty.com

440 Mamaroneck Ave., Suite S 512
Harrison, New York 10528
(914) 725-3600 F: (914) 725-6453

98-20 Metropolitan Ave., Suite 1
Forest Hills, New York 11375
(718) 544-0800

THE QUINCY OWNERS, INC.

(rev. 8/2024)

APPLICATION FOR PURCHASE

Return to: Garthchester Realty
440 Mamaroneck Ave., S-512
Harrison, NY 10528

INSTRUCTIONS

1. Please complete all sections of the application. If a section is not applicable to you, so state.
2. Purchaser must provide seven (7) collated copies of the following documents prior to the Board considering the application. ***Please do not bind, staple or print double-sided.***
 - a. Fully completed application with all attached forms signed.
 - b. A signed copy of your last two (2) years Federal tax returns with all schedules attached. Also a copy of all W-2's submitted with the tax return, as well as last two pay stubs.
 - c. Copies of latest bank statements.
 - d. Two (2) personal letters of reference and two (2) professional letters of reference for each applicant.
 - e. Letter of reference from your past employer stating annual salary and length of employment.
 - f. Letter of reference from current landlord or managing agent.
 - g. Fully executed contract of sale, together with any riders thereto.

The information and forms provided on this website are subject to change and may, therefore, not be the most current versions. Accordingly, users of this site are advised to check the date of the forms to make sure it is the most current. Garthchester Realty hereby disclaims responsibility for the reliance by any users of this site on the information contained herein without independent verification of its accuracy

- h. A copy of your bank mortgage commitment if financing is being obtained. **(maximum financing allowed is 85%).**
- 3. The application, documents and a non-refundable application fee, payable to Garthchester Realty, in the sum of Four Hundred and Fifty (\$450.00) Dollars **plus** One Hundred Fifty (\$150.00) Dollars **per person** (for a credit/background check) must accompany your application. These fees are non-refundable.
- 4. The Board reserves the right to request additional information prior to considering your application.
- 5. By submitting this application for the Board's consideration, you are representing that all statements contained therein are true to the best of your knowledge and are authorizing the Board to verify all statement, including the Board obtaining a current credit report.
- 6. Where there is more than one purchaser, the information requested is to be answered by all purchasers.
- 7. The purchaser(s) and all the persons to reside at the residence will be required to attend a personal interview with the members of the Admissions Committee of the Board of Directors prior to the committee's moving on the application.

***NO APPLICATIONS ACCEPTED ON FRIDAYS AFTER 12PM.**

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QUINCY OWNERS INC.

APPLICATION TO PURCHASE SHARES OF THE CORPORATION

NOTICE

Article II of Chapter 700 of the Laws of Westchester County, known as the Westchester County Fair Housing Law, prohibits discrimination in housing accommodations on the basis of a person or persons' actual or perceived race, color, religion, age, national origin, alienage or citizenship status, ethnicity, familial status, creed, gender, sexual orientation, marital status, disability, source of income, or status as a victim of domestic violence, sexual abuse, or stalking.

Section 700.21-a of the Westchester County Fair Housing Law governs applications to purchase shares of stock in cooperative housing corporations, and applies to this application. Under this section, the cooperative housing corporation is required to comply with the following deadlines:

1. Within fifteen days of the receipt of this application, the cooperative housing corporation must either acknowledge that it has received a complete application, or shall notify you of any defect in the application.
2. If you are notified of any defect in the application, within fifteen days of the receipt of the corrected application the cooperative housing corporation must either acknowledge that it has received a complete application, or shall notify you any defect in the application.
3. Within sixty days of receipt of a complete application, the cooperative housing corporation must approve or deny your application, and provide written notice thereof.
4. If your application is denied, the cooperative housing corporation is required to provide notice to the Westchester County Human Rights Commission, including your contact information.

QUINCYS OWNERS INC.
11 Park Avenue, Mt. Vernon, NY

Minimum Purchase Requirements

- Minimum 15% Down Payment
- Maximum total debt to income ratio, inclusive of Mortgage & Maintenance: 33%
- Credit Score 650+ for all applicants with no judgements, bankruptcies, multiple late payments, etc.
- Clear background check for all applicants and occupants
- Good personal and business references (if applicable) is required
- Approved commitment letter (if there is financing involved in the purchase) from a reputable financial institution.
- Preferred minimum income (\$50k for Studios, \$70k for 1 bedrooms/Junior 4, 80k for 2 bedrooms)

Minimum Sublease Requirements

- The shareholder has resided and owned the apartment for a minimum of 6 years.
- The prospective sublessee credit score is 650+ with no judgements, bankruptcies, multiple late payments, etc.
- The shareholder is current in all payments due to the cooperative.
- The prospective sublessee and occupants have a clear background check.
- The shareholder acknowledges that any current parking assignment reverts to the cooperative
- The shareholder must post a \$1,000 security deposit, along with a W-9 with the sublease application.
 - o Deposit will be refunded upon re-occupancy by the shareholder or sale of apartment bearing no violations of House Rules or other provisions.

The Board will only accept an application for consideration if the above minimum criteria are met.
Acceptance of an application does not constitute approval.

I (we) hereby acknowledge that I (we) have read and understood the aforementioned requirements in its entirety and wish to proceed with the application process.

Date:

Applicant 1- Name

Applicant 1 Signature

Applicant 2- Name

Applicant 2 Signature

Applicant 3- Name

Applicant 3 Signature

Unit being Purchased _____ Shares _____

Monthly Maintenance Amount _____

PARTIES INVOLVED IN THE PURCHASE OF THE APARTMENT

Purchaser Name

Soc. Sec. No.#

Present Address

Telephone No.# (Home)

Telephone No.# (Business)

Purchaser Name

Soc. Sec. No.#

Present Address

Telephone No.# (Home)

Telephone No.# (Business)

Do you own a pet? Yes /No _____

If yes, please describe _____

PURCHASER'S ATTORNEY:

Attorney _____ Firm Name _____

Telephone No.# _____ Address _____

PARTIES INVOLVED IN THE PURCHASE OF THE APARTMENT

SELLER (S)

Name of Seller

Address of Seller

Telephone No.#

Name of Co-Seller

Address of Co-Seller

Telephone No.#

SELLER (S) ATTORNEY

Attorney _____

Firm Name _____

Telephone _____

Address _____

SELLER (S) REAL ESTATE BROKER

Agent Name

Telephone No.#

Name of Real Estate Company

Address

PURCHASER (S) REAL ESTATE BROKER

Agent Name

Telephone No.#

Name of Real Estate Company

Address

PRICING & FINANCING

Purchase Price Amount _____

Payment on Contract _____

Balance Due at Closing _____

FINANCING (Maximum Financing Allowed is 85%)

Amount of Loan _____

Name of Lending Institution _____

Address of Lending Institution _____

Name of Representative of Lending

Institution Responsible for Application _____

Telephone No. of Lending Institution _____

STATE THE SOURCE OF ANY FUNDS USED IN THE PRUCHASE OF THE APARTMENT
OTHER THAN YOUR OWN PERSONAL FUNDS OR THE FUNDS TO BE OBTAINED
FROM THE LENDING INSTITUTION SET FORTH ABOVE.

PERSONAL INFORMATION

Please set forth the name(s) and relationship(s) to the purchaser(s) of all individuals expected to occupy the apartment. With respect to minor children only, please set forth their present age(s).

NAME	RELATIONSHIP	AGE (Minor)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

QUINCY OWNERS INC. HEREBY ADVISES THE PROSPECTIVE PURCHASER(S) THAT UNLESS EXPRESSLY WAIVED BY THE CORPORATION'S BOARD OF DIRECTORS IN WRITING, ALL INDIVIDUALS EXPECTED TO OCCUPY THE APARTMENT MUST BE PRESENT AT THE PROSPECTIVE PRUCHASER(S) INTERVIEW WITH THE CORPORATION'S BOARD OF DIRECTORS.

FINANCIAL INFORMATION**INCOME:****Purchaser**

Name of Employer

Position or Title

Number of Years Employed*

Annual Gross Wages

Additional Income**

Co-Purchaser

Name of Employer

Position or Title

Number of Years Employed*

Annual Gross Wages

Additional Income**

*In the event you have been employed at your present position for less than three years, please provide the information requested for prior employment. In the event you attended an institution of education during the past three years rather than being employed, please set forth the name of the institution and the degree or other certificate, if any, awarded.

**Provide this information only if you desire the Corporation to consider this income in acting on your application.

PERSONAL FINANCIAL STATEMENT

ASSETS:

	<u>Applicant 1</u>	<u>Applicant 2</u>
Cash Deposit	_____	_____
(for this transaction)		
Other Cash Assets	_____	_____
Savings/Money Market	_____	_____
Total Securities	_____	_____
Other Financial Assets	_____	_____
Real Estate Owned	_____	_____
Total Assets	_____	_____

LIABILITIES:

Credit Cards/Installment Loan	_____	_____
Auto Loans / Leases	_____	_____
Mortgage / Coop Loans	_____	_____
Other Liabilities	_____	_____
Total Liabilities	_____	_____

Evidence of all asset values stated above for consideration must be submitted.

PERSONAL FINANCIAL STATEMENT

Monthly Income Statement:

	<u>Applicant 1</u>	<u>Applicant 2</u>
Gross Monthly Wages	_____	_____
Gross Monthly Other Income	_____	_____
Total Monthly Income	_____	_____

Monthly Expenses:

Credit Cards/Loans	_____	_____
Auto Loans / Leases	_____	_____
Projected Monthly Maintenance this purchase	_____	_____
Mortgage Payments this purchase	_____	_____
Alimony	_____	_____
Child Support	_____	_____
Liens / Judgments	_____	_____
Tuition	_____	_____
Travel Expenses	_____	_____
Other Monthly Payments	_____	_____
Total Monthly Payments	_____	_____

REFERENCES

Personal References:

You must submit two (2) personal and one business letters of reference for each individual purchasing an apartment. Each letter must include the relationship of the writer to the purchasing individual.

Purchaser

Name

Address

Telephone Number

Name

Address

Telephone Number

Co-Purchaser

Name

Address

Telephone Number

Name

Address

Telephone Number

BUSINESS REFERENCES:

Purchaser

Name of Company/Firm

Address

Name of Individual Providing Ref.

Position /Title

Telephone Number

Co-Purchaser

Name of Company/Firm

Address

Name of Individual Providing Ref.

Position / Title

Telephone Number

ADDITIONAL INFORMATION REQUIRED

Please set forth the name, address and telephone number of your present landlord or managing agent. _____

Please set forth the number of years you have resided at your present address. _____

If less than three (3) years please set forth your prior address and provide the information requested above. _____

Are you obligated to pay alimony, child support or separation maintenance?

Are you a party to any lawsuit? _____

Has an eviction proceeding been brought against you within the past five (5) years? _____

Have you filed for bankruptcy, had your assets attached or your salary garnished within the past five (5) years? _____

Are there any outstanding judgments or liens against you? _____

If you answered yes to any of the five preceding questions, please set forth the details on a separate piece of paper.

THE UNDERSIGNED UNDERSTANDS THAT THE INFORMATION REQUESTED HEREIN IS ESSENTIAL TO THIS APPLICATION BECAUSE OF THE SPECIAL CHARACTER OF A COOPERATIVE APARTMENT COMPLEX AND THE NATURE AND CHARACTER OF THE COMMUNITY IT FORMS. THE UNDERSIGNED AGREES TO SUBMIT QUINCY OWNERS, INC. ALL FURTHER DOCUMENTS AND INFORMATION REQUIRED BY THE CORPORATION PRIOR TO ITS CONSIDERATION OF THIS PROPOSED SALE, INCLUDING FINANCIAL STATEMENTS.

THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE (SHE) HAS BEEN ADVISED THAT THE PURCHASER OF A COOPERATIVE APARTMENT TAKES, SUBJECT TO THE PROVISIONS OF THE PROPRIETARY LEASE AND ASSUMES ALL OF THE SELLER'S OBLIGATIONS THEREUNDER AND IS OBLIGATED TO SIGN SUCH DOCUMENTS TO ACCOMPLISH SUCH PURPOSE AS QUINCY OWNERS, INC. MAY REQUIRE.

I certify statements made in this application have been examined by me and to the best of my knowledge and belief are true, correct and complete. I have no objection to inquiries to any person or institution being made for the purpose of verifying the facts herein stated. I understand that the filing of this application does not in any way bind the Cooperative Corporation to consent to the assignment of this apartment to me.

Purchaser's Signature

Date

Co-Purchaser's Signature

Date

COMPLETE ONE PER APPLICANT

AUTHORIZATION FOR THE RELEASE OF CONSUMER CREDIT REPORT INFORMATION TO THE FOLLOWING COMPANY OR CORPORATION

I _____ hereby authorize Garthchester Realty and the agencies used by this company or corporation, the release of, and/or permission to obtain and review, full consumer credit report information from the credit reporting agencies and/or their *vendors*. Without exception this authorization shall supersede and retract any prior request or previous agreement to the contrary. Copies of this authorization, which show my signature, have been executed by me to be as *valid* as the original release signed by me.

Compliance by the Subscriber with all provisions of the Federal Fair Credit Reporting Act (Public Law 91-508, 15 U.S.C. Section 1681ET SEQ., 604-615) and the Consumer Credit Reporting Act (California Civil Code Sec. 1785.1-1785.34) or other jurisdictional requirements. Information will be requested only for the Subscriber's exclusive use, and the Subscriber will certify for each request the purpose for which the information is sought and that the information will be used for no other purposes.

 X BY WRITTEN AUTHORIZATION OF THE CONSUMER TO WHOM IT RELATES

Signature: _____ Date: _____

Printed Name: _____

Social Security Number: _____ Phone #: _____

Current Address:



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Forest Hills, New York 11375

September 21, 2018

*****NOTICE TO ALL RESIDENTS*****

QUINCY OWNERS INC.
11 PARK AVENUE
MOUNT VERNON, NY 10550

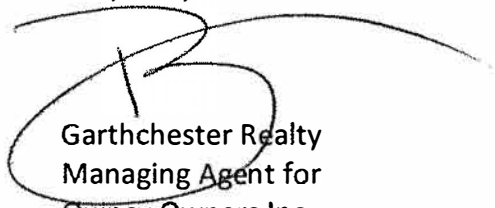
Re: Updated House Rules Effective September 21, 2018

Dear Residents:

Please review and familiarize yourselves with the attached House Rules that were amended as of September 2018. Attached is a copy of these amended House Rules. We strongly recommend that all residents review and keep this document in a safe place for future reference.

Should you have any questions, please feel free to contact me at my office.

Very Truly Yours,



Garthchester Realty
Managing Agent for
Quincy Owners Inc.
By, Brian Scally

Quincy Owners Inc.

House Rules

(Amended September 2018)

- 1) The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to egress from the apartments in the Building.
- 2) There is no playing in the public halls, courts and stairways or elevators. No one is be permitted on the roof.
- 3) No public hall shall be decorated or furnished by any Lessee in any manner without the prior consent of all the Lessees to whose apartments such hall serves a means of ingress and egress; in the event of disagreement among such lessees, the Board of Directors shall decide.
- 4) No Lessee shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or radio or television loud speaker in such Lessee's apartment between the hours of **11:00 o'clock p.m.** and the following **8:00 o'clock a.m.** if the same shall disturb or annoy other occupants of the Building. No construction or repair work or other installation of noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:00 a.m. and **5:00 p.m.**
- 5) No article shall be placed in the halls or on the staircase landings nor shall anything be hung or shaken from the doors, windows, roofs, terraces or balconies or placed upon the window sills or ledges of the Building.
- 6) No awnings, window air-conditioning units or ventilators shall be used in or about the Building except such as shall have been expressly approved by the Lessor or the Managing Agent, nor shall anything be projected out of any window of the Building without similar approval.
- 7) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building, except such as shall have been approved in writing by the Lessor or the Managing Agent.
- 8) No mopeds, motorcycles, bicycles, scooters, strollers, baby carriages or other wheeled items shall be allowed to stand in public halls, passageways, areas or the courtyard of the Building.
- 9) Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.

- 10) Kitchen supplies, market goods and packages of every kind are to be delivered only at the service entrance of the Building and through the service elevator to the Apartments, if any, when such elevator is in operation.
- 11) Trunks and heavy baggage shall be taken in or out of the Building through the service entrance.
- 12) Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or the Managing Agent of the Building may direct.
- 13) Water closets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.
- 14) No Lessee shall send any employee of the Lessor out of the Building on any private business of a Lessee.
- 15) No new dogs permitted, only (1) cat and no birds, reptiles or any other animal shall be kept or harbored in the Building unless the same in each instance be expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor. **In no event shall dogs be permitted in any of the public portions of the Building unless carried or on leash.** No pigeons or other birds or animals shall be fed from the window sills or in the yard, court spaces or other public portions of the Building, or on the sidewalks or streets adjacent to the Building.
- 16) No radio or television aerial shall be attached to or hung from the exterior of the Building without the prior written approval of the Lessor or the Managing Agent.
- 17) No vehicle belonging to a Lessee or to a member of the family or guest, subtenant, licensee or employee of a Lessee shall be parked in such manner as to impeded or prevent ready access to any entrance of the Building by another vehicle.
- 18) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage.

- 19) No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the Lessor or its Managing Agent.
- 20) The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during 10 days after the notice in writing from the Lessor or the Managing Agent to clean the windows, such cleaning may be done by the Lessor, which shall have the rights, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee.
- 21) Complaints regarding the service of the Building shall be made in writing to the Managing Agent of the Lessor.
- 22) Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.
- 23) No Lessee shall install any plantings on the terrace, balcony or roof without the prior written approval of the Lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the roof surface and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, and raised at least two inches from the roof surface, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.
- 24) The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or any other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pest. If the Lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee, as additional rent.
- 25) If there be a garage in the Building, the Lessee will abide by all arrangements made by the Lessor with the garage operator with regard to the garage and the driveways thereto.

26) The following rules shall be observed with respect to the incinerator equipment:

- a. All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.
- b. Debris should be completely drip-free before it leaves the Apartment and carried to the incinerator closet in a careful manner and in a drip-proof container; then placed into the flue hopper so it will drop into the flue for disposal.
- c. No bottles or cans shall be dropped down the flue before 10:00 a.m. or after 5:00 p.m., but shall be left in a neat manner in service elevator area, if such items must be disposed of before 10:00 a.m. or after 5:00 p.m.
- d. Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into hopper opening. Small items of this nature may be left in a neat manner on the incinerator closet floor. Bulky items should be disposed of properly in the outside dumpster area.
- e. Under no circumstance should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs be thrown into the incinerator flue.
- f. Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed through hopper door panel into flue.
- g. The superintendent shall be notified of any drippings, or moist refuse, appearing on incinerator closet floor and corridors.

27) No tenant shall use, permit or maintain any clothes washers or clothes dryer in their apartment except with the consent of the Board of Directors and payment in full of all monthly charges in connection therewith. No such laundry or drying apparatus shall be permitted in the building except for those machines supplied by the building in the laundry room designed for said purpose.

28) No apartment shall have any freezers or additional refrigerators, or combinations thereof except those which are supplied as standard equipment to every apartment, without the prior written consent of the Board of Directors. In any event consent is granted, there shall be a surcharge, to be determined by the Board, per additional appliance per month, which charge shall be deemed additional rental and collected as such.

- 29) Except for parking in an assigned space pursuant to a lease with the Corporation, no parking is permitted on any property owned by or subject to the control of the Corporation. There shall be no parking in any of said public areas at any time by tenants, guests, employees, or subtenants.
- 30) The right is reserved to charge each lessee for the number of air conditioners contained in his apartment.
- 31) No patient of any doctor who has offices in the Building shall be permitted to wait in the lobby.
- 32) The Lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or the Managing Agent.
- 33) Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs or carpeting, or equally effective noise-reducing material, to the extent of at least eighty (80%) percent of the floor area of each room excepting only kitchens, pantries, bathrooms, maid's rooms, closets and foyer.
- 34) No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of Lessor or its managing agent.
- 35) The passenger and service elevators, unless of automatic type and intended for operation by a passenger, shall be operated only by employees of the Lessor, and there shall be no interference whatever with the same Lessees or members of their families or their guests, employees or subtenants.
- 36) These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.**

QUINCY OWNERS, INC.

I ACKNOWLEDGE HEREBY MY UNDERSTANDING OF THE HOUSE RULES AND ALL THE TERMS OF THE PROPRIETARY LEASE STATED THEREIN. I RECOGNIZE THAT BY ACTING TO THE CONTRARY OF ANY TERMS OF THE PROPRIETARY LEASE AND THE HOUSE RULES, I SHALL BE IN VIOLATION OF THE TERMS AND CONDITIONS OF THE PROPRIETARY LEASE AND ITS SUPPLEMENTS. I ALSO STATE THAT I HAVE READ THE HOUSE RULES OF QUINCY OWNERS, INC. AND GIVE MY ASSURANCE THAT ALL OF MY HOUSEHOLD AND GUESTS WILL CONFORM TO THEM.

Signature _____

Print Name _____

Date _____



Garthchester Realty

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September 21, 2018

NOTICE TO ALL SHAREHOLDERS

QUINCY OWNERS INC.

11 PARK AVENUE

MOUNT VERNON, NY 10550

Re: Sublet Policy Effective October 1, 2018

Dear Shareholders:

Please review and familiarize yourselves with the attached Sublet Policy, recently adopted and approved by the Board of Directors. These rules apply to all shareholders at Quincy Owners Inc.

Please note, any shareholder who is delinquent in the payment of maintenance and any additional charges for more than ninety (90) days will be required to obtain consent to renew the sublease. Furthermore, pursuant to the terms of the proprietary lease, the Board reserves the right to collect sums due it directly from the subtenant.

If a tenant who wishes to sublet their apartment and is approved by the Board, and has an indoor garage parking space will be requested to surrender their space for the duration of the subtenant's lease. A subtenant is NOT eligible for an indoor parking space nor will they be permitted to take possession of their lessor's indoor parking space.

Thank you for your attention to this matter.

Very Truly Yours,



Garthchester Realty
Managing Agent for
Quincy Owners Inc.
By, Brian Scally



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QUINCY OWNERS INC.
11 PARK AVENUE
MOUNT VERNON, NY

SUBLET POLICY *(Effective October 1, 2018)*

On a limited basis, subletting is allowed within the provisions of the Proprietary Lease at the sole discretion of the Board of Directors by a shareholder who has occupied an apartment as a primary residence for the immediate preceding three (3) years.

All tenants must be approved by the Board under the same guidelines as in effect for prospective purchasers of apartments. The Board will retain the power to approve or disapprove any sublessee including lease for renewal.

Subletting shall be for a maximum of three (3) years over the life of the unit. Notwithstanding same, all sublease terms shall be for one (1) year shall be renewable upon the written consent of the Board. ***All existing sublease will be considered as year one (1) leases effective 2018.***

The maintenance surcharge is modified so that the **first year** of a sublease a **10%** surcharge of yearly maintenance shall be added to the monthly maintenance; in the **second year** of a sublease a **15%** surcharge of yearly maintenance shall be added to the monthly maintenance; in the **third year** and all subsequent years, a **20%** surcharge of yearly maintenance shall be added to the monthly maintenance.

Any shareholders that have entered into a sublease without obtaining the consent of the Board shall be subject to an administrative fee of \$250.00 per month until the unauthorized sublet is cured.

Any shareholder who is delinquent in the payment of maintenance and any additional charges for more than ninety (90) days will be required to obtain consent to renew the sublease. Furthermore, pursuant to the terms of the proprietary lease, the Board reserves the right to collect sums due it directly from the subtenant.

If a tenant who wishes to sublet their apartment and is approved by the Board, and has an indoor garage parking space will be requested to surrender their space for the duration of the subtenant's lease. A subtenant is NOT eligible for an indoor parking space nor will they be permitted to take possession of their lessor's indoor parking space.

FEES FOR SUBLETTING ARE THE RESPONSIBILITY OF THE SHAREHOLDER AND THEY INCLUDE THE FOLLOWING:

- A processing fee of \$300.00 made payable to Garthchester Realty.

A refundable move-out/move-in deposit of \$500.00 must be paid by the sublessee to the management company in advance, to protect against incidental damage during the move-out/move-in process. The deposit will be collected, and refunded, at the initiation and termination of the sublease if no damage is incurred.

The shareholder must have/maintain Homeowner's insurance coverage acceptable to the Board. Additionally, it is advised that the sublessee be required to obtain renters insurance.

Completed applications and evidence of bank approval to allow the shareholder to sublet must be filed with Garthchester.

SUBLEASE AGREEMENT Blumberg - P193

The parties agree as follows:

Date of this
Sublease: _____

Parties to this
Sublease: Over-tenant: _____
Address for notices: _____

You, the Under-tenant: _____
Address for notices: _____

If there are more than one Overtenant or Undertenant, the words "Overtenant" and "Undertenant" used in this Sublease includes them.

Information from
Over-lease: Landlord: _____
Address for notices: _____

Overtenant: _____
Address for notices: _____

Term: Date _____ of _____ the _____ Over-lease:
Term: _____ from: _____ to:
A copy of the Over-lease is attached as an important part of the Sublease.
1. _____ years: _____ months: Beginning: _____ Ending: _____

Premises Rented: 2. _____

Use of Premises: 3. The premises may be used for _____ only.

Rent: 4. The yearly rent is \$ _____. You the Undertenant, will pay this yearly rent to the Over-Tenant in twelve equal monthly payments of \$ _____. Payments shall be paid in advance on the first day of each month during the Term.

Security: 5. The security for the Undertenant performance is \$ _____. Overtenant states that Over-Tenant has received it. Overtenant shall hold the security in accordance with Paragraph ____ of the over-lease.

Agreement to lease:
and pay rent 6. Overtenant sublets the premises to you, the Undertenant, for the Term. Overtenant states that it has the authority to do so. You, the undertenant agrees to pay the Rent and other charges as required in the Sublease. You, the Undertenant, agree to do everything required of you in the Sublease.

Notices: 7. All notices in the Sublease shall be sent by certified mail, "return receipt requested".

Subject to: 8. The Sublease is subject to the Over-Lease. It is also subject to any agreement to which the Over-lease is subject. You, the Undertenant, state that you have read and initialed the Over-Lease and will not violate it in any way.

Overtenant's duties: 9. The Over-Lease describes the Landlord's duties. The Overtenant is not obligated to perform the Landlord's duties. If the Landlord fails to perform, you, the Undertenant, must send the Over-Tenant a notice. Upon receipt of the notice, the Overtenant shall then promptly notify the Landlord and demand that the Over-Lease agreements be carried out. The Overtenant shall continue the demands until the Landlord performs.

Consents: 10. If the Landlord's consent to the Sublease is required, this consent must be received within _____ days from the date of this Sublease. If the Landlord's consent is not received within this time, the Sublease will be void. In such event all parties are automatically released and all payments shall be refunded to you, the Undertenant.

Adopting the
Over-Lease and
Exceptions: 11. The provision of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying to the Overtenant are binding on you, the Undertenant, except these:
a) These numbered paragraphs of the Over-Lease shall not apply: _____
b) These numbered paragraphs of the Over-Lease are changed as follows: _____

No Authority: 12. You, the Undertenant have no authority to contact or make any agreement with the Landlord about the premises or the Over-Lease. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant.

Successors: 13. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights take the place of the Overtenant or you, the Undertenant. Examples are an assign, heir, or a legal representative such as an executor of your will or administrator of your estate.

Changes: 14. This sublease can be changed only by an agreement in writing signed by the parties to the Sublease.

Signatures:

OVERTENANT:

You, the UNDERTENANT:

Witness:

STATE OF _____ COUNTY OF _____ ss.: _____

On _____ before me personally appeared before me and known to me to be the Individual(s) described in and who executed the foregoing Sublease, and duly acknowledged before me that he/she executed the same. _____

GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE

Date of Guarantee:

Guarantor

and address:

Reason for Guaranty:

1. I know that the Overtenant would not rent the premises to the Undertenant unless I guarantee Undertenant's performance. I have also requested the Overtenant to enter into the Sublease with the Undertenant. I have a substantial interest in making sure that the Overtenant rents the premises to the Undertenant.

Guaranty:

2. The following is my Guaranty:

I guaranty the full performance of the Sublease by the Undertenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money changes.

In addition, I agree to these other items:

**Changes in Sublease
have not effect:**

3. This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes but is not limited to, any extension of time or renewals. The Guaranty will be binding even if I am not a party to these changes.

Waiver to notices:

4. I do not have to be informed about any failure of performance by Undertenant. I waive notice of non-payment or non-performances.

Performances:

5. If the Undertenant fails to perform under the Sublease, the Overtenant may require me to perform without first demanding that the Undertenant perform.

Waiver of Jury Trial:

6. I give up my right to trial by jury in any claim related to the Sublease or this Guaranty.

Changes:

7. This Guaranty of payment and performance can be changed only by written agreement signed by all parties to the Sublease and Guaranty.

Signatures:

WITNESS:

GUARANTOR:

.....

.....

Quincy Owners Inc.

Resident Contact Information

Please print legibly.

BUILDING #:		APARTMENT #:	
RESIDENT 1			
Mr / Mrs / Ms Name:			
Home Phone:		<input type="checkbox"/> Add to intercom	
Cell Phone:		<input type="checkbox"/> Add to intercom (Recommended)	
Away Phone:		<input type="checkbox"/> Add to intercom	
Email:		<input type="checkbox"/> Add to Email Distribution List <input type="checkbox"/> Do not add	
RESIDENT 2			
Mr / Mrs / Ms Name:			
Home Phone:		<input type="checkbox"/> Add to intercom	
Cell Phone:		<input type="checkbox"/> Add to intercom (Recommended)	
Away Phone:		<input type="checkbox"/> Add to intercom	
Email:		<input type="checkbox"/> Add to Email Distribution List <input type="checkbox"/> Do not add	

***Please be sure to indicate the phone number you want to use for the intercom system.**

EMERGENCY CONTACT 1			
Name:		Relationship:	
Address:			
Phone:		Email:	
EMERGENCY CONTACT 2			
Name:		Relationship:	
Address:			
Phone:		Email:	

VEHICLE INFORMATION		
	Vehicle 1	Vehicle 2
Make:		
Model:		
Color:		
Plate #:		
Space #:		



Garthchester Realty

How to Make Monthly Maintenance Payments:

(1) ACH, E-Check or Credit Card via our website:

Payments via the website - www.garthchesterrealty.com - will require you to register and setup an online user profile. You will need to input your **Resident Account Number**. *The statement sample below indicates how to locate your Resident Account Number.* (an administrative fee will be charged for credit card payments)

(2) Bill Pay Account via Your Bank:

Please note the bill payment service provided by your bank produces a manual check that is sent directly to NCB's lockbox at the address below. *Please initiate the payment 3-5 days prior to the due date to ensure the payment will be processed in a timely manner. Please indicate your Resident Account Number on the memo line (Ex. 58/XX).*

(3) Mail a Check payable to:

Name of Property
Garthchester Realty
PO Box 5089
White Plains, NY 10602-5089

SAMPLE STATEMENT & ACCOUNT etc.

BOB SMITH
123 MAIN STREET #1D
SCARSDALE, NY 10583



DATE	07/01/15
ACCOUNT NO.	58/XX
AMOUNT DUE	\$654.87

Please Remit Payment To:

GARTHCHESTER REALTY
P.O. BOX 5089
WHITE PLAINS, NY 10602-5089

Make Check Payable To:

NAME OF PROPERTY

07130313104000000 0 090116 0065487 000 0

Please note with cut backs at the United States Postal Service (USPS) any payments sent after business hours on Friday or anytime during the weekend or holidays will not be picked up until the following business day. In addition any documents in transit may not be delivered during that same period. Payments by paper check or bill pay service may experience delayed arrival. Normal business days for USPS delivery are Monday through Friday except for Holidays. Banking and financial services provided by National Cooperative Bank, N.A. Member FDIC.



Receiving your monthly invoices **just got easier**



Register for eBills

Simplify your life... Go paperless

Receive your invoice online:

- View current invoices
- Review past invoices anytime
- Update your email

Register just once at: www.garthchesterrealty.com

1. Click on the '**Go Paperless and then Register**' button.
2. Complete the registration form (you will need the WebReg# from your invoice).
3. Click the 'Create your account' button.
4. You will receive an email shortly thereafter requiring you to click on the 'Complete your activation' button to finish the process.

It couldn't be easier! Simply visit www.garthchesterrealty.com to register

*** Registrations after the 18th of the month may take effect the following month**

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date



Protect Your Family From Lead in Your Home



 United States Environmental Protection Agency

 United States Consumer Product Safety Commission

 United States Department of Housing and Urban Development

June 2017

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

1

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

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Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A **lead-based paint inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

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Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

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Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

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Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.*
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

* In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

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For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

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U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



**Building Standards
and Codes**

**Fire Prevention
and Control**

New NYS Law Requires Smoke Alarm Upgrades by April 1, 2019

Effective April 1, 2019, a new NY State law requires all **NEW** or **REPLACEMENT** smoke alarms in New York State to be powered by a 10-year, sealed, non-removable battery, or hardwired to the home.



This does not affect your currently installed smoke alarms

You don't need to replace alarms that are currently in your home or apartment - but any that you replace need to be 10-year battery powered or hardwired.

Important to note, smoke alarms have an estimated life of around 10 years before they become unreliable.

Breakdown of the new smoke alarm requirements

According to NYS Law 399-ccc: "It shall be unlawful for any person or entity to distribute, sell, offer for sale, or import any battery operated smoke detecting alarm device powered by a replaceable or removable battery not capable of powering such device for a minimum of ten years."

Homeowners and landlords must upgrade their smoke alarms before selling or renting homes and apartments in New York State.

While these 10-year smoke alarms have a larger upfront cost than traditional alarms powered by replaceable batteries (approximately \$20 per unit) the lack

of yearly battery changes makes them cheaper over the life of the device.

As with ALL smoke alarms,manufacturesrecommends that the 10-year sealed smoke alarms still be tested at least twice each year using the button on the front of the unit to ensure they are working properly.

Some Frequently Asked Questions:

Do I need to replace the alarms I have installed already?

You are NOT required to immediately replace your current smoke detectors, but any that are replaced or added after April 1st are required to be 10-year battery powered or hardwired. After this date, traditional removable battery smoke alarms will be unavailable for purchase in NY State.

Are they more expensive than non-sealed alarms?

Up front? Yes. In the long term? No. Most 10-year sealed smoke alarms range in price from roughly \$20-\$30, making their initial investment higher than a non-sealed alarm, but non-sealed alarms require annual battery changes. The cost of these replacement batteries average \$38 over their 10-year life span, meaning they ultimately cost more than the sealed version.

Do they really last 10 years?

Yes, they do, the sealed lithium battery (included) will never have to be replaced throughout the life of the alarm, giving you a decade of peace of mind even in the event of a power outage

Will I activate the alarm when I'm cooking something?

No. There are 10-year sealed alarms specifically designed for the kitchen with

advanced sensors that can tell the difference between cooking smoke and real fire.

Why did the law change to require these upgrades?

The dangerous habit of disabling or removing smoke detectors after an accidental alarm while cooking is a major part of why this new legislation went into effect, so alarm manufacturers considered this issue in the design of 10-year sealed alarms. You are very likely to experience less nuisance alarms than you did with your traditional battery alarm.

Are 10-year sealed smoke alarms better than hard-wired smoke alarms?

There are advantages to both systems. Hard-wired smoke alarms tie into your home's wiring and require professional installation, but generally do not require battery changes unless they feature a backup battery. 10-year sealed battery-only alarms are simple to install, and they work during a power failure. All smoke alarms have a life span of 10 years, sealed or non-sealed, and should be tested on a regular basis. When the battery wears out in a 10-year sealed alarm, the entire unit must be replaced, which helps prevent outdated units from staying in operation.

What about landlords and their rental properties?

10-year sealed alarms offer security and convenience to landlords, who are legally required by New York State to provide smoke detectors in their rental properties. The tamper-proof design of these alarms prevents tenants from removing the batteries due to nuisance alarms, or to use the batteries for another purpose. The 10-year lifespan of these lithium batteries means fewer changes and fewer equipment updates. Overall, there is a lesser chance of equipment failure in the event of a fire