



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 I
Forest Hills, New York 11375
(718) 544-0800

101 OLD MAMARONECK ROAD OWNERS CORP.

(rev. 8/2021)

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 **one (1)** copy 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 present 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
 - h. a copy of your bank mortgage commitment if financing is being obtained.

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.

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 and Fifty (\$150.00) Dollars **per person** (for a 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 statements, 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 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.

PLEASE INCLUDE A COPY OF DRIVER'S LICENSE AND CAR REGISTRATION

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

101 OLD MAMARONECK ROAD OWNERS CORP.
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.

101 Old Mamaroneck Road Owners Corp.

101 Old Mamaroneck Rd. 2 Overlook Rd. | White Plains NY 10605



Preferred Financial Qualifications for Sales

- Clear background check for all applicants and occupants (occupants over 18 must submit a background check)
- Preferred minimum income - annual income of 40x the monthly maintenance and mortgage payments
- Preferred liquid asset - total 6 months of living expenses in reserves
- Preferred credit score - 675+ with no judgements, bankruptcies, multiple late payments, etc.
- Preferred MAXIMUM debt to income ratio -35% inclusive of Mortgage & Maintenance
- Preferred minimum percentage of purchase price being financed - 10% Down Payment
- Unit must be owner-occupied

Seller's Name _____

Telephone: _____

Building _____ Apt. # _____

101 OLD MAMARONECK ROAD OWNERS CORP.
COOPERATIVE HOUSING APPLICATION

NAME _____ SOC. SEC. NO. _____

NAME _____ SOC. SEC. NO. _____

ADDRESS _____ ZIP _____

Phone: Home _____ Business _____

Check One: Rent _____ Home Owner _____ Other _____ Explain _____

If Rent: Landlord Name _____

No. of Rooms _____ No. of Bedrooms _____

Monthly rent or maintenance charge \$ _____

Years at present address: _____ If less than 2 years at present,
give former address _____

Title to be held in what name(s): _____

Source of down payment and settlement charges: _____

PERSONS TO RESIDE IN APARTMENT: No. of persons _____

	Name	Relationship
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

EMPLOYMENT DATA (PURCHASER)

Current Employer _____ Position/_____
Title

Address _____ Dates Employed _____ / _____
From To
_____ Current Salary _____

Phone # _____ Supervisor's Name _____

Previous Employer _____ Position/_____
Title

Address _____ Dates Employed _____ / _____
From To
_____ Salary _____

Phone # _____ Supervisor's Name _____

(CO-PURCHASER)

Current Employer _____ Position/_____
Title

Address _____ Dates Employed _____ / _____
From To
_____ Current Salary _____

Phone # _____ Supervisor's Name _____

Previous Employer _____ Position/_____
Title

Address _____ Dates Employed _____ / _____
From To
_____ Current Salary _____

Phone # _____ Supervisor's Name _____

FINANCIAL DATA

Source of down payment and settlement charges _____

THESE QUESTIONS APPLY TO ALL PURCHASERS

If a "yes" answer is given to a question in this column, explain on an attached sheet.

	<u>Purchaser</u> <u>Yes or No</u>	<u>Co-Purchaser</u> <u>Yes or No</u>
Have you any outstanding judgments?	_____	_____
In the last 7 years, have you been declared bankrupt?	_____	_____
Have you had property foreclosed upon or given title or deed in lieu thereof?	_____	_____
Are you a co-maker or endorser on a note?	_____	_____
Are you a party in a law suit?	_____	_____
Are you obligated to pay alimony, child support, or separate maintenance?	_____	_____
Is any part of the down payment borrowed?	_____	_____

GROSS MONTHLY INCOME

<u>Item</u>	<u>Purchaser</u>	<u>Co-Purchaser</u>	<u>Total</u>
Base Empl. Income	\$ _____	\$ _____	\$ _____
Overtime	_____	_____	_____
Bonuses	_____	_____	_____
Commissions	_____	_____	_____
Dividends/Interest	_____	_____	_____
Net Rental Income	_____	_____	_____
Other Income	_____	_____	_____
Total	\$ _____	\$ _____	\$ _____

MONTHLY HOUSING EXPENSE

	<u>Present</u>	<u>Proposed</u>
Rent/Maintenance	\$ _____	\$ _____
Bank Mortgage	_____	_____
Other Financing	_____	_____
Homeowners Insurance	_____	_____
Real Estate Taxes	_____	XXXX
Mortgage Insurance	_____	_____
Co-op Assessments	_____	_____
Other Misc. Housing Expense	_____	_____
Total Monthly Payment	_____	_____
Utilities	_____	_____
Total	\$ _____	\$ _____

DESCRIBE OTHER INCOME

NOTICE: Alimony, child support or separate maintenance income need not be revealed if the Purchaser or Co-Purchaser does not choose to have it considered as a basis for paying maintenance charges:

	Monthly Amount
_____	\$ _____
_____	\$ _____
_____	\$ _____

DETAILS OF PURCHASE

- a. Purchase price* \$ _____
- b. Total closing costs (est.) \$ _____
- c. Total (a + b) \$ _____
- d. Amount of financing \$ _____
- e. Other financing \$ _____
- f. Amount of cash deposit \$ _____
- g. Cash reqd. for closing (est.) \$ _____

If applicable, explain other financing or other equity (provide addendum if more space is needed.)

*Copy of Contract of Sale to be submitted with this application

Estimated closing date: _____

Balance Sheet at the Last Day of Month Immediately
Preceding Date of Application

ASSETS

Contract deposit for this apartment	\$ _____
Checking Accounts (Note 1) (Not including contract deposit)	_____
Savings Account (Note 1) (Not including contract deposit)	_____
Marketable Securities (Note 2)	_____
Life Insurance Net Cash Value	_____
Non-Marketable Securities (Note 2)	_____
Real Estate Owned (Note 3)	_____
Automobiles/Pleasure Craft Owned (Note 4)	_____
Vested Interest in Retirement Fund (Note 5)	_____
Net Worth of Business Owned (Note 5)	_____
Furniture and Personal Property	_____
Notes Receivable	_____
Other Assets (Note 5)	_____

A. TOTAL ASSETS \$ _____

LIABILITY

Installment Debt Payable (Note 6)	\$ _____
Other Unsecured Loans (Note 6)	_____
Mortgage Loans (Note 6)	_____
Automobiles/Pleasure Craft Loans (Note 6)	_____
Other Secured Loans (Note 6)	_____
Other Liabilities (Note 7)	_____

B. TOTAL LIABILITY _____

Net Worth _____

TOTAL LIABILITIES & NET WORTH (A-B) \$ _____

(The Notes on the attached page are part of this Balance Sheet and must be completed.)

NOTES TO BALANCE SHEET

<u>Note 1</u>	<u>Account #</u>	<u>Name & Address of Banking Institution</u>	<u>Balance</u>
			\$
Checking 1)			
Checking 2)			
Savings 1)			
Savings 2)			

<u>Note 2</u>	<u>No. Shares</u>	<u>Type Security</u>	<u>Issuer</u>	<u>Market Value</u>	<u>Monthly Dividend/Interest</u>
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<u>Note 3</u>	<u>Address of Property</u>	<u>Type of Property</u>	<u>Cost of Property</u>	<u>Present Market Value</u>	<u>Amount of Mortgage & Loans</u>
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<u>Monthly Gross Rental Income</u>	<u>Monthly Mortgage Payments</u>	<u>Monthly Taxes, Insurance, Maintenance & Misc. Payments</u>	<u>Monthly Net Rental Income</u>
			\$

Note 4 Make, Year & _____ 1)
 Plate # of Vehicle _____ 2)

Note 5 Briefly Describe other Assets _____

Note 6 Please provide the following for all Debt (Credit cards, student loans, bank loans, etc.)

<u>Creditor's Name & Address</u>	<u>Account Number</u>	<u>Monthly Payments</u>	<u>Months Left</u>	<u>Unpaid Balance</u>
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NOTE: Briefly describe any other liabilities: _____

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:

REAL ESTATE AGENTS INVOLVED IN THIS TRANSACTION

SELLER'S AGENT:

Name of Agent

Name of Agency

Telephone Number of Agent

BUYER'S AGENT:

Name of Agent

Name of Agency

Telephone Number of Agent

The Board of Directors
101 Old Mamaroneck Road Owners Corp.
c/o Garthchester Realty
209 Garth Road
Scarsdale, NY 10583

Dear Sirs:

We have read the Proprietary Lease of 101 Old Mamaroneck Road Owners Corp. and will abide by all the rules and regulations as set forth. Specifically, we understand that:

1. Any apartment construction/renovation plans will be submitted to the cooperative's managing agent for approval prior to commencement of any work.
2. The Board of Directors must be notified of any changes in the occupancy of apartments.
3. Absolutely no dogs allowed.
4. Garage spaces are rented from the corporation and are not assignable to prospective purchasers (unless the owner's Proprietary Lease is dated prior to May 16, 1984) or subtenants. Shareholders requesting garage spaces will be placed on a waiting list.

I (we) agree to abide by the aforementioned.

Dated: _____

101 Old Mamaroneck Road Owners Corp.
Board of Directors
c/o Garthchester Realty
209 Garth Road
Scarsdale, NY 10583

Dear Sirs:

Moving Out Procedure

I understand that I must notify Garthchester Realty in writing, not less than one week prior to actually moving out. Notices should be addressed to Garthchester Realty, 209 Garth Road, Scarsdale, New York 10583. **No moving will be permitted on weekends or holidays.**

Moving is only allowed Monday through Friday, 9:00 a.m. – 4:00 p.m.

Further, the party moving out, and the moving company, must notify the superintendent two days prior to the actual moving out day.

In addition, before moving out of the building the shareholder must send a check to Garthchester Realty made payable to 101 Old Mamaroneck Road Owners Corp., in the amount of \$600.00. Of this \$600.00 fee, \$300.00 is a non-refundable moving out fee, and \$300.00 is a deposit that will be returned only on authorization by the managing agent. Damage, if any, will be assessed by the managing agent.

Moving In Procedure

I understand that I must notify Garthchester Realty in writing, not less than one week prior to actually moving in. Notices should be addressed to Garthchester Realty, 209 Garth Road, Scarsdale, New York 10583. **No moving will be permitted on weekends or holidays.**

Moving is only allowed Monday through Friday, 9:00 a.m. – 4:00 p.m.

Further, the party moving in, and the moving company, must notify the superintendent two days prior to the actual moving in day.

In addition, before moving out of the building the shareholder must send a check to Garthchester Realty, made payable to 101 Old Mamaroneck Road Owners Corp., in the amount of \$600.00. Of this \$600.00 fee, \$300.00 is a non-refundable moving out fee, and \$300.00 is a deposit that will be returned only on authorization by the managing agent. Damage, if any, will be assessed by the managing agent.

A fee of \$600.00 will be sent in with the application to Garthchester Realty check to be made payable to 101 Old Mamaroneck Road Owners Corp. \$300.000 is a non-refundable moving in fee, and \$300.00 is a deposit that will be returned only on authorization of the managing agent. Damages, if any, will be assessed by the managing agent.

An additional deposit of \$1,000.00, check made payable to 101 Old Mamaroneck Road Owners Corp., must also accompany the application for a carpet deposit. This fee will be refunded once an inspection confirms that the carpet requirement has been met.

A separate set of keys to your apartment must be given to the building superintendent within thirty (30) days of moving in. These keys will be kept in a lock box and used for emergency purposes only. This is a requirement of the corporate by-laws.

NO EXCEPTIONS.

Signature: _____

Dated: _____

Dear Prospective Owners,

Please read the attached House Rules carefully. Those rules which you are certain you can abide by should be initialed in the margin.

Any rules that you feel you can not follow should not be initialed. Any rules that are unclear or that need clarification should not be initialed. We will discuss these rules with you at your interview.

An understanding of our House Rules and your commitment to follow them is essential if you are to join our co-operative community. Initialing each rule is your promise to live by the rules.

Sincerely,

The Board of Directors

101 OLD MAMARONECK ROAD OWNERS CORPORATION HOUSE RULES

Revised April 2021

2 Overlook Road
(The Gaylord)

101 Old Mamaroneck Road
(The Claridge)

101 OMR OWNERS CORP.
c/o Garthchester Realty
440 Mamaroneck Avenue, Suite S-512, Harrison, NY 10528
914-725-3600

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HOUSE RULES

(Revised April 2021)

Terms and Provisions

All shareholders and their guests are expected to comply at all times with the House Rules. These House Rules may be added to, amended, or repealed at any time by resolution of the Board of Directors of the Cooperative. Any violation of these House Rules shall be deemed to be a material violation of your lease and subject you to such remedies as the cooperative corporation may be entitled to in the event of your default under that lease. The marginal headings shall not be deemed a part of these House Rules, nor shall they be used as evidence of the intent of the cooperative. If any term, provision, sentence, part, or paragraph of this policy is declared to be invalid or unenforceable by any Court, then such ruling or declaration shall be deemed to have no effect on the remainder of this policy, and the terms, provisions, sentences, parts or paragraphs hereof, shall continue to be binding and of full force and effect.

These House Rules are not meant to be punitive but rather to ensure the comfort and safety of all residents. Unless otherwise stated, violations of the House Rules may result in a fine of \$250 and/or loss of other privileges.

Any consent or approval given under these House Rules by the cooperative shall be revocable at any time, by a vote of the cooperative's Board of Directors.

If you need any additional information regarding the "House Rules" or you have questions or comments, please contact your Board of Directors.

Air-Conditioner(s) Installation and Removal

Installation, placement and removal of air conditioners and ventilation units require prior written approval of the Superintendent. Only 110V units are permissible.

Air-conditioners may **not** be disposed of in the compactor rooms or anywhere else on the premises, including on the adjoining sidewalks and curbs unless a professionally licensed person has removed the Freon prior to disposal of the unit. If you purchase a replacement air-conditioner, please have the installer remove the old unit from the premises (they are licensed to dispose of the unit properly). Alternatively, you may contact the Managing Agent for a list of authorized contractors.

Bicycle Room

Residents may store bicycles in the bicycle room. A key and identification tag may be obtained from the superintendent. All bicycles must display the tag prominently. Only bicycles may be stored and these should be parked in the racks so that others have safe access to their bicycles.

Cable TV

The Cooperation has a bulk contract to provide cable TV service to all shareholders. Currently, this contract is with Optimum which supplies Optimum Preferred service and one cable box to every unit. The cost of this service appears as a line item on the monthly bill. Shareholders are referred to the Optimum website for details on which channels are included in this package. You may call Optimum to add more channels to your bill. Advise Optimum that you have the bulk rate through the 101 OMR Owners Corporation to ensure that you receive a monthly bill only for any additional channels or tiers (if ordered). Internet and/or phone service is NOT provided for under the current bulk contract.

Carpeting

Each bedroom in the apartment must be covered 100% with carpeting from wall to wall with significant padding. The remaining floor space of the apartment must be 80% covered with rugs/carpeting and padding except for the kitchen, pantry, bathrooms, and closets. This will provide a better living environment for everyone. There is a 45-day grace period from the date of move-in. A deposit of \$1000 is required at the time of closing which will be refunded after the apartment passes carpet inspection.

Call the Managing Agent at Garthchester to arrange a carpet inspection. After passing carpet inspection, the carpet deposit will be applied to the maintenance of the apartment.

Circuit Breakers

Shareholders must upgrade any fuses in their apartment to circuit breakers within forty-five (45) days after closing.

Common Areas

The public halls and stairways of the building shall not be obstructed (e.g., bikes, baby carriages, shopping carts, garbage, Christmas trees, shoes, umbrellas, etc.) or used for any purpose other than the ingress and egress from the apartments or garages in the buildings. Personal items or storage receptacles should not be left in public areas or on top of radiators. The fire escapes shall not be obstructed in any way. Nothing shall be hung or shaken from the doors, windows, terraces, or balconies or placed upon the windowsills of the building.

Complaints

All complaints must be made in writing or email and sent to the Managing Agent. If you are not satisfied with the response, you may contact the board directly via email or contact the Managing Agent for the appropriate form. The board will address the complaint and notify you of its decision. If the board feels the shareholder should appear at the monthly meeting, he/she will be notified.

Decoration of Public Areas

No public area of the building shall be decorated or furnished by any person in any manner without the prior written consent of the Managing Agent.

Deliveries

Furniture, carpeting and appliances should be delivered **non-holiday weekdays, Monday through Friday, between 8am and 4:30pm**. If a Saturday delivery is necessary, please contact the management company for prior approval. Messengers and trades people will use the service entrance. Trunks and heavy baggage shall be taken in or out of the building through the service entrance.

All furniture and/or appliance deliveries after 5pm will incur a \$100 per hour charge for staff supervision. Any shareholder/resident moving or authorizing movement of furniture or accepting furniture, carpeting and appliance deliveries outside of approved hours will be in violation of the House Rules.

All other deliveries, such as groceries or takeout, must be met in the lobby. Delivery people are not allowed past the front door of the building except as specified below. Packages large than 4

x 4 feet or weighing more than 50 lbs. must be delivered directly to the apartment or the delivery person must be met in the lobby at the time of delivery. Such packages will otherwise be refused.

Door Decorations and Mats

Small seasonal door decorations are permitted as long as they are not attached to the door, do not damage the finish of the door, prevent egress or ingress to the apartment or present a fire hazard. No door mats are allowed outside any apartment door per fire department regulations.

Exterior Attachments

No exterior attachments of any kind, including but not limited to antenna, satellite dishes, cables, telephone wires or wires of any kind shall be attached to, hung from, or upon the exterior of the building, including the roof, balconies and terraces.

Fire Safety Instructions-see Appendix B for details

Garage Parking

No vehicle belonging to a shareholder or resident (nor their family members, guests, subtenants or employees) shall be parked in such manner as to impede or prevent ready access to any entrance of the building or garage parking space. Shareholders or residents shall park only in the garage space that has been assigned to them and for which they pay a monthly charge. Please make your best effort to park within the confines of your space and as close as possible to the column or wall next to your space, particularly if you own an SUV or other large vehicle. Consistent failure to park within the confines of your space will result in loss of parking privileges. Storage of personal items is not permitted in the parking space.

A parking agreement must be signed by anyone parking in the garage and only cars registered with the parking permit are allowed in the assigned spot. Any unassigned parking spaces are not to be used by shareholders/residents (nor their family members, guests, subtenants or employees). Please contact the Superintendent for approved temporary parking. All parking stickers are to be placed on the left rear window or on the rear bumper. Failure to display the parking permit or to sign the parking agreement is a violation of the House Rules.

No Parking and No Standing are permitted in the Fire Lanes. A second offense will result in the loss of parking privileges.

Cars entering the garage from Bryant Avenue have the right of way. Cars exiting the garage must back up into the garage and allow the incoming car to enter. Please be alert to

pedestrians when exiting the garage. Do not exceed 5 mph in the parking garage, including entering and exiting the facility.

Garage Parking Policy

General Rule

Upon such transfer of an apartment, any parking spaces used by the selling shareholder shall revert to the Corporation and shall be reassigned to individuals in accordance with the Parking Space Waiting List.

Exception

Any shareholder of record as of May 16, 1984 who has the use of a parking space may transfer to the purchaser of their apartment the right to use one parking space.

Parking Space Waiting List

The Managing Agent shall enter names on the parking space waiting list in the order of the date of each closing. Except for special circumstances, the right to use any parking spaces shall be assigned only in accordance with the waiting list. Any person who does not wish to accept a parking space when offered by the Corporation will remain in the same position on the waiting list, and the parking space will be offered to the next person on the list. The waiting list will be displayed in the glass case outside the laundry room.

Compliance with Rules

All persons using a parking space must comply with all notices posted by the Corporation and all rules established by the Corporation, its employees or Managing Agent regarding the use of parking spaces. Failure to comply with such rules will result in loss of parking privileges.

Reassignment of Parking Spaces

The Corporation may re-assign the specific parking space being used by any person. Any person who wishes to be re-assigned to a different parking space must put their request in writing addressed to the Board of Directors.

Grounds for Revocation of Parking Space Usage

In addition to the above, the Corporation may revoke the right of any person to use a parking space if the shareholder: 1) defaults in the payment of maintenance, additional maintenance, assessments, parking charges, late charges, fines or legal fees imposed by the Corporation, 2) violates any provision of the Corporation's House Rules; 3) defaults in any other provision of the proprietary lease; or 4) engages in conduct which violates the rights of any other resident of the properties.

Garbage

Garbage should be securely wrapped and shall be deposited into the chute. If a garbage bag does not fit down the chute, it is to be taken to the main compactor room located on the "S" level. **Broken glass or other sharp edges should be wrapped to prevent injury to staff.** Open food containers, diapers etc. should not be placed in the recycling bins.

Breach of this procedure is a serious Department of Health violation and can result in major building violations and expense.

Electronic waste must be recycled and cannot be thrown out in the regular trash. If you have such items to be disposed of, please contact the superintendent to arrange for pick-up. Any fines received by the building for the illegal disposal of such waste will be the responsibility of the shareholder involved.

Please notify building staff immediately if there is any spillage on the hall carpeting.

Garbage Disposals/Washing Machines/Dryers

No shareholder or resident shall install or maintain in any apartment a garbage disposal, washing machine or dryer. The Corporation has the right to remove any item from an apartment which is in violation of the proprietary lease at shareholder/resident's expense.

Guests

All guests must enter through the lobby entrance.

Heat and Hot Water

The official heating season begins September 15 and ends May 15 the following calendar year. A temperature of 68° F must be supplied from 6:00 AM to 11:00 PM each day. The temperature may be lowered to 60° F from 11:00PM to 6:00AM.

The required hot water temperature must be supplied at a constant minimum temperature of 120° F at all times and at each hot water outlet in the apartment.

If you have any further questions, please call the White Plains Building Department.

Intercom

Your guests may request entry to the building through the lobby intercom. Please inform the Superintendent the phone number to receive calls from the intercom.

When you receive a call from the lobby to your phone, you may grant access remotely by pressing “9” once you confirm your visitor’s identity, then hang up. To refuse entry, hang up.

Keys and Key Fobs

A copy of all keys to each apartment must be provided to the Superintendent as stated in the proprietary lease. There will be a minimum charge of \$250 if a shareholder is locked out of their apartment and has not provided the Superintendent with a copy of all keys.

Key fobs must be purchased by all new shareholders. A key fob is available (at \$60.00) which opens the garage and other doors remotely. The price of a fob without garage-remote capability is \$25.00. Key fobs may be purchased through the Superintendent. Key fobs and remote garage door openers are building specific.

Key fobs given to any service provider must be registered along with identification at the Superintendent’s office. Service providers must enter through the side entrance at ‘S’ level, not through the lobby. Cleaning supplies and such should not be brought through the Lobby.

Laundry Room

There are two laundry rooms in each building. Laundry Room hours are from 7am – 11pm daily. Cards may be purchased from the company or from the super. Cards may be refilled in all laundry rooms using cash. Alternatively, the machines can be paid for via an app on a smartphone.

All residents share the laundry room. Please be considerate of others and do not use all the machines at one time. It is recommended that you read and follow the instructions posted in the laundry room. **If your housekeeper does your laundry, please instruct the housekeeper to follow the posted rules.** Shareholders and residents are responsible for their housekeeper. Promptly remove your clothes from the machine at the end of the cycle and remove the lint from the dryer filter. Machines should be left clean and free of debris after use. Plan your time accordingly as the machines will turn off at 11pm each evening. Clothes should not be left in

machines overnight nor left to dry on the machines, carts or tables/chairs. Laundry carts should not be removed from the laundry room.

Move-In/Move-Out

Garthchester Realty Ltd. Must be notified **in writing** at least one week in advance of the actual move-in or move-out date. Notices should be addressed to Garthchester Realty Ltd., 440 Mamaroneck Avenue, Suite S-512. Harrison, NY 10528.

Moving is allowed Monday through Friday, 8:30am- 4:30pm. *Moving is prohibited on weekends and holidays.*

Additionally, the move-in/move-out party and the moving company must notify the superintendent at least two business days before the move date.

A fee of \$600.00 will be sent in with the buyer's application to Garthchester Realty (check payable to 101 Old Mamaroneck Road Owners Corp). \$300.00 of this fee is a non-refundable move-in fee and \$300.00 is a deposit to cover any potential damage from the move. The damage deposit will be refunded after the superintendent or managing agent declares no damage was caused. Any damage caused by the move into or out of the building will be assessed by the Managing Agent and will be charged to the party responsible.

In addition, a deposit of \$1000 is required at the time of closing which will be refunded after the apartment passes carpet and circuit breaker inspection.

Sellers or tenants moving out must also follow this procedure described above. The managing agent must receive a check for \$600.00 payable to 101 Old Mamaroneck Road Owners Corp at least one week prior to move-out. The party and its moving company must also notify the superintendent at least two business days prior to the move-out. Of this fee, \$300.00 is a non-refundable move-out fee and \$300.00 is a deposit to cover any potential damage from the move. The damage deposit will be refunded after the superintendent or managing agent declares no damage was caused. Any damage caused by the move into or out of the building will be assessed by the Managing Agent and will be charged to the party responsible.

All move-ins/move-outs after 4pm will incur a \$100 per hour charge for staff supervision. Any shareholder/resident moving on weekends and/or legal holidays will be in violation of the House Rules.

If you are moving larger items into/out of your unit, such as but not limited to appliances, bathroom fixtures and cabinets, you must notify building staff with advance notice so that the elevator can be prepped, and an inspection of the premises may be done after the items are moved in or out. Damage to public spaces may be charged back to the party bringing in or taking out the items.

Notices

All shareholders, their visitors and guests must comply with notices posted on the property or in the buildings and all notices sent by the Board of Directors or the Managing Agent. Notices are posted in the glass cases outside the laundry rooms and may also be mailed/emailed to residents. The Corporation also uses an automated system to disseminate information to residents. Residents are expected to provide the management company with an email and/or phone number.

Open House

Notice of an open house must be sent in writing to Garthchester Realty. The Managing Agent must receive the notice three days in advance of the open house stating: the building, apartment number, day and hours of the open house and the name of the broker if there is one. Failure to comply will result in the cancellation of the open house.

Patio Rules

1. Patio hours are from 8:00 AM to 10:00 PM. Access to the patio will be from the lobby only. Please note that the breezeway staircases are for **emergency purposes** only, not as a shortcut to the patio.
2. Guests are permitted on the patio. However, the patio is not equipped for large groups. If more than six persons (including children) up to a maximum of eight are expected to attend a gathering you are hosting, **you must fill out a request form five business days in advance** and receive written approval from the Board of Directors. Forms are available from the doorman. If permission is granted, the Board of Directors may impose reasonable conditions. Each gathering is limited to three hours and may not be held on a holiday weekend. You are responsible for the conduct of your guests.
3. Food and beverages are permitted. Noxious or objectionable odors, smoking, barbequing, are not permitted. Please be considerate of your fellow shareholders by cleaning up after yourself. If someone has left something behind, please help by picking it up.
4. Only residents and their guests of legal drinking age are permitted alcoholic beverages. However, drink responsibly. Inebriation and/or excessive drinking will result in the revocation of patio privileges. All cleanup is the responsibility of the shareholder/tenant. Recyclables are to be disposed of separately. Failure to do so may result in the cooperative receiving a significant charge and the shareholder/tenant denied patio privileges.
5. Throwing, hitting, kicking or playing with any ball, a Frisbee or similar item is prohibited at all times. Parents are welcome to bring their children down to the patio, but it is

not a playground area. Please restrict your children from running around or playing on the outdoor furniture. Bicycles, scooters, skates etc. are not permitted on the patio.

6. Radios or other similar music playing devices are not permitted unless used with headphones. Sound should not be audible to other residents. Please be particularly mindful of residents living in units adjacent to the patio in regards to noise.
7. Smoking is **NOT** permitted on the patio.

Pest Control

The agents of the cooperative, and any contractor or workman authorized by the Superintendent, 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 other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If the cooperative must take additional measures in excess of routine maintenance to control or exterminate vermin, insects or other pests, the cost thereof shall be payable by the shareholder or resident causing additional rent/maintenance.

Pets

No pets are permitted except for small, caged birds (no more than 2 per unit), domestic cats (no more than 2 per unit) and pet fish contained in a single tank not to exceed 30 gallons in volume. No other animals are permitted.

Pigeons / Wildlife

No pigeons, birds or animals shall be fed from the windowsills, terraces, and balconies or in the yard, court spaces or other public portions of the building or property, or on the sidewalk or on the street adjacent to the building. Shareholders/residents responsible for pigeon, bird or animal droppings on the walkways, windowsills, air conditioners, fire escapes and/or terraces, which are health hazards, will be held responsible for all costs incurred in removing and repairing all damages resulting from such droppings. Feeding pigeons from terraces or from the grounds is a serious violation of these rules, which can lead to revocation of proprietary leases, parking privileges or other privileges.

Property Sales

No sales, auctions or other events to sell personal property may be held in the buildings without the prior written approval of the Managing Agent.

Quiet Hours

Quiet hours are from 10:00PM – 8:00AM. No shareholder or resident shall make or permit any disturbing noises in the building or permit anything to be done which will interfere with the rights, comfort or convenience of other shareholders or residents. No shareholder or resident shall play any musical instrument or permit to be operated a stereo, radio or television at a volume that can be heard from common areas or adjoining apartments during Quiet Hours. Excessive noise emanating from your apartment *at any time* that is disturbing to other residents puts you in violation of our house rules and the local codes of the City of White Plains. Repeat violations are subject to fines.

Complaints should be made in writing to Garthchester, the Managing Agent, or to the Board of Directors. Please use the mailboxes outside the Laundry Rooms to expedite your concerns or use email.

Radiator

At any given time, apartment temperatures vary. If the shareholder wishes to have any or all the radiators turned off or on, contact the superintendent or handyman. **DO NOT** do it yourself. If the work is done incorrectly, damage may occur to the system. Should this happen, the shareholder will be held financially responsible for the necessary repairs to any damaged apartments or equipment.

Recyclables

Items for recycling should be placed in the appropriate bin in the trash room. Paper, cardboard etc. should be placed in the brown/black bin. Plastics, glass, metal should be placed in the blue bin. Any recyclables containing food residue should be thoroughly rinsed before depositing in the receptacle to prevent problems with vermin. Broken glass or other sharp edges should be wrapped to prevent injury to staff.

Electronic waste must be recycled. If you have such items to be disposed of, please contact the superintendent to arrange for pick-up. Do **NOT** leave such items in the trash room. Any fines received by the building for the illegal disposal of such waste will be the responsibility of the shareholder involved.

Renovations & Construction

Construction, repair work, or other installation involving significant noise may only be conducted **weekdays** (not including legal holidays) from 9 am – 4:30pm. The Managing Agent must approve weekend construction in each instance, with notice given to all adjoining

apartments. Work done by shareholders themselves must also be performed within the approved hours and shareholders are liable for damages incurred as a result of such work. Removal of any debris from renovations is the responsibility of the shareholder and/or contractor.

THE BOARD MUST APPROVE RENOVATIONS. Before you begin any work, the following must be done. Shareholders must notify Garthchester Realty to obtain a CIF (Capital Improvement Form). After you have reviewed and signed the CIF, return it along with a description or drawings of the work to be done. Additionally, Garthchester will need certificates of insurance from the plumber, electrician and general contractors. Liability insurance is also required before the start of the project with 101 Old Mamaroneck Road Owners Corporation and Garthchester Realty Ltd. named as additionally insured, along with proof of the contractors' workers compensation insurance. Once all the paperwork is in order, Board approval received, the White Plains building permit received and taped to your entrance door, the Superintendent notified and met with your contractors to explain the building procedures, you can start your work.

The use of any bath fitters or shower fitters is prohibited.

Repairs

Per the by-laws, the shareholder is responsible for all repairs inside the four walls of his/her apartment. Only items that are part of standard building equipment are the responsibility of the coop such as the heating system, pipes within the walls, terraces etc. Questions regarding what is coop responsibility and what is shareholder responsibility should be directed to the management company.

The maintenance staff will perform the following tasks, free of charge: changing a light bulb., unclog toilet with plunger, unclog sink with plunger, unclog tub with plunger, replace door locks, lubricate locks.

Other items such as snaking a clogged drain, installing light fixtures or wall switches, installation of new faucets/showerheads etc. are the responsibility of the shareholder. Since the coop is not responsible for such work, it cannot dictate the fees charged. Major repairs or renovations to any unit require Board approval. Inquiries regarding the need for prior approval can be submitted to the management company.

In order to ensure that work requests are received and addressed in a timely fashion, all requests must be filled out electronically on the management company website. This can be done by going to [garthchesterrealty.com](https://www.garthchesterrealty.com) and selecting work request from the banner on top. The direct link to file a request is <https://www.garthchesterrealty.com/work-requests>. Written requests will no longer be honored. If a resident is unable to use the electronic work request, they should contact the management company for assistance.

Shareholders are obligated to report problems or damage to their apartment (e.g., a leak) immediately or they may be liable for the cost of repairs.

Roof Access

No person other than employees of the cooperative, contractors of the cooperative or members of the Board of Directors is permitted on the roofs of the buildings.

Security

Security is the top priority for all shareholders/tenants. Every shareholder/tenant must do his/her part to maintain the security of the complex. Entry should be granted only to your visitors. Do not give anyone access to the building while you are entering or exiting the building.

Signs

No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the building. Any announcements should be cleared with the Superintendent for posting procedures.

Smoke Detectors/Carbon Monoxide Detectors

To the extent required by current law, smoke alarms and carbon monoxide detectors are required in all apartments and must be maintained by the shareholder or resident. It is recommended that residents check the detectors twice a year (daylight savings time) and replace the battery. If you do not have smoke detector and wish to have one installed, please purchase one at any hardware store. You may request the Superintendent to assist with the proper installation. You may also contact the Superintendent for battery replacement. Additionally, an ABC fire extinguisher is also suggested. This should be a minimum of 2.5lbs. and be kept accessible in case of fire.

Smoking

Smoking is not permitted in any of the public areas of the buildings, the grounds nor on the terraces. Smoking within your own unit must be contained so as not to present a nuisance to neighbors.

Star Program

The School Tax Relief (STAR) program provides a partial exemption from school property taxes for owner-occupied primary residences. To apply for this program please call Garthchester Realty Ltd. The number is 914-725-3600.

Storage Lockers

Storage lockers are located on the S-Level on each side of both buildings. These lockers may be rented monthly, subject to availability. There are three sizes of lockers. All items must be stored within the confines of the lockers, NOT on top of or next to storage lockers. Items left outside of the lockers may be confiscated. If interested, please contact the Superintendent for further information.

Subletting

The Sublet Policy and Procedure may be found in Appendix A.

Terrace Plantings

No plants shall be hung from the terrace ceilings, ledges or walls, nor shall any holes be made into building walls. Plantings shall be contained in boxes of wood, lined with metal or other material impervious to dampness and standing on supports at least 2 inches from the terrace or balcony surface, and if adjoining a wall, at least 3 inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. It shall be the responsibility of the shareholder/resident to maintain the containers in good condition and the drainage tiles and weep holes in operating condition. The floor of the terrace may not be tiled.

Toilets & Sinks

Toilets and sinks and other water apparatus in the buildings must not be used for any purposes other than those for which they were constructed, nor should any sweepings, rubbish, rags or any other article be thrown into the water closets. The shareholder/resident will pay for the cost of repairing any damage resulting from misuse of any water closets or other apparatus.

Trades People

All trades people contracted to work in our buildings must enter and exit through the service entrances with their tools. Initially they should enter the front door to notify the doorman they will be working in the building. The doorman will give them access to the service entrance. They

also must contact the Superintendent at least one day in advance to schedule their working hours.

Treadmills/Exercise Equipment

Treadmills or other motorized exercise equipment are not allowed in any apartment in the buildings. Exercise bikes, ellipticals or other non-motorized devices may be permitted if they do not disturb others. If complaints regarding noise or vibration due to such exercise equipment are received, the shareholder will be required to remove the equipment or be in violation of the House Rules.

Windows

The shareholder or resident is required to keep the windows of the apartment clean. If the shareholder fails or refuses to do so, the cooperative through its agents and/or employees can, at the shareholder's expense, after giving the shareholder ten (10) days written notice to do so, enter the shareholder's apartment to clean the windows.

When cleaning the windows, you need to raise or lower each window at least 2-3 inches before tilting it in. This will avoid breaking the springs that hold the window when left in the open position.

Window Replacement

There is a window replacement program. Please ask the Superintendent.

Window Treatments

Window treatments must consist of blinds, shades or drapes. Windows may not be tinted, frosted, painted or colored.

BUILDING INFORMATION

<u>Personnel</u>	<u>Days/Hours</u>	<u>Phone Number(s)</u>
Superintendent:	Tuesday-Saturday	914-946-3032
Office-101 OMR S-Level "A" Side	8:00 am - 5:00pm	
Doorman 2 Overlook	Mon – Sat 10 am – 7 pm Sun 12 pm – 7 pm	914-682-7489
Doorman 101 OMR	Mon – Fri 10:30 am – 7 pm Sat 10 am – 7pm Sun 12 pm – 7 pm	914-946-7058
Managing Agent: Garthchester Realty 440 Mamaroneck Avenue Suite S-512 Harrison, NY 10528		914-725-3600 914-725-6453 (F)
After-Hours Emergency Number (Garthchester)		866-246-0370

IMPORTANT PHONE NUMBERS

EMERGENCY (Fire, Police & Ambulance)	911
Police (<i>Non-Emergency</i>)	914-422-6111
Fire (<i>Non-Emergency</i>)	914-422-6360
Optimum:	
Customer Service	888-276-5255
Sales:	855-267-8468
Con Edison	800-752-6633
Poison Control	800-222-1222
White Plains Municipal Offices:	
Parking	914-422-1232
Public Works	914-422-1206
Recreation & Parks	914-422-1336
Senior Center	914-422-1423

Appendix A

SUBLET POLICY 101 OLD MAMARONECK ROAD OWNERS CORP.

Adopted August 1996; Revised August 2009; Revised May 2012; Revised March 2014, Revised April 2017

Approval to sublease is a two (2) step process. First, the Board of Directors will review and approve of your request for permission to sublease. The second step requires the Board of Directors to review and approve of the proposed sub-lessee of the apartment. The following is the procedure that must be followed to obtain approval to sublease.

STEP ONE

A shareholder who wishes to obtain permission to sublet his/her apartment must request written permission from the Cooperative Corporation. Such request shall be submitted to the Board in writing. The shareholder requesting permission must:

1. Be a shareholder in good standing, current on all financial obligations and not in default of the Proprietary Lease.
2. Have owned his/her apartment for not less than one (1) year.
3. Provide the specific reasons why it is felt subletting is necessary and/or why the shareholder desires to sublet his or her apartment.
4. Provide documentation of any personal or financial hardships, if any, which establish the basis for the request. Any self-imposed hardships will not be considered by the board.

The board will review each request in an expedient manner and based upon all the facts and circumstances presented by the shareholder, notify the shareholder whether the request to sublet has been approved. The Board of Directors reserves the right to limit the number of apartments that may be sublet in the Building at any one time and will not permit the number of sublets to exceed Seven and One-Half (7.5%) percent of the apartments in the Building.

STEP TWO

If the board approves the shareholder's written request, the shareholder should contact the Managing Agent to obtain the "Sublet Application Package". The proposed subtenant must complete the Sublet Application Package regardless of the relationship to the shareholder and submit the package together with all fees required by the Managing Agent and the Board of Directors will review the package.

Please be advised that all sublets shall be subject to the following provisions:

1. The term sublease shall be solely for a period of one (1) year. Any renewal shall be subject to and conditioned upon approval of the Board of Directors based upon the submission of a written renewal application. This request must be submitted by the shareholder not less than 60 days prior to termination of the sublease and any renewal thereof.
2. In no event will the Board approve any subletting for more than two (2) consecutive years.
3. The sublease shall be using a Blumberg form P193 Sublease form and shall contain the rider annexed hereto.
4. For any shareholder who has financing, the shareholder must provide a written statement from the shareholder's lender consenting to the subleasing of the apartment.
5. The shareholder and prospective subtenant must sign a "Rider to Sublease Agreement" This agreement shall represent that the provisions of the sublease are in compliance with the proprietary lease and all applicable laws as well a consent to entry of a warrant of eviction in the event the subtenants do not vacate possession at the end of the sublease term.
6. The Shareholder and Subtenant must provide proof of homeowners' insurance satisfactory to the Board of Directors and provide a certificate evidencing such insurance to the Managing Agent prior to commencement of the sublease.
7. The Shareholder must provide the Managing Agent with the office and residence address and telephone numbers of the shareholder during the term of the sublease, including any

changes of office or residence address or telephone numbers. Also, the shareholder must designate a person in the State of New York to accept service of legal process. Moreover, the shareholders shall execute an agreement that service by mail to the address given by the shareholders to the Managing Agent is deemed valid service of legal process under New York law.

8. The Shareholder shall relinquish the on-site parking space, if any, being used by the shareholder.
9. In addition to reviewing the "Sublet Application Package" the board requires an interview with the prospective subtenant and all individuals who will occupy the apartment with the subtenant. The board will notify the shareholder in writing, through the Managing Agent, whether the subtenancy has been approved.

CONTENTS OF THE "SUBLET APPLICATION PACKAGE"

All documents included in the "Sublet Application Package" must be completed and submitted at one time to the Managing Agent before the subtenancy will be considered by the board. The "Sublet Application Package" includes the following:

1. Sublease application.
2. Sublease
3. Rider to sublease agreement.
4. Consent to entry of a warrant of eviction.
5. Lender consent to sublease.
6. Proof of insurance.
7. Indemnity agreement from shareholder.
8. Prospective subtenant's current pay stub and previous year's federal income tax return. If self-employed a copy of prospective subtenant's last two years' federal income tax returns (not in package but provided by subtenant).
9. A letter of reference from prospective subtenant's current landlord plus two other personal references for

the prospective subtenant.

FEES AND DEPOSITS

The board has authorized the imposition of a sublet fee, application fee and a move-in/move-out deposit the fees and deposits shall be submitted at the time the application is submitted.

1. **APPLICATION PROCESSING FEE** - A non-refundable application fee in the amount of \$300.00 will be collected by the Managing Agent to cover the costs reasonably incurred by the corporation for the review and processing of the sublet application. This fee must be payable by bank check, certified check or money order.

2. **SUBLET FEE** - A non-refundable sublet fee in the amount of \$1.00 per share, payable on an annual basis to the Corporation shall be charged to the shareholder and collected by the Managing Agent. This fee shall be non-refundable on and after the first day of occupancy.

3. **MOVE-IN/MOVE-OUT DEPOSIT** – Prior to moving into our out of the building, the sum of six hundred (\$600) must be paid to the Managing Agent. Three hundred (\$300) dollars is a fee for moving into our out of the building. The remaining three hundred (\$300) dollars is a deposit which will be returned only if the return is authorized by the Managing Agent. Any damage caused by the move into or out of the building will be assessed by the Managing Agent and will be charged to the responsible party. The Managing Agent is not limited to charging the amount on deposit and is authorized to charge more than the deposit in the event the damage warrants such a charge.

SUBLET RIDER

1. Comply with all house rules, including but not limited to the floor covering house rule (100% of all bedrooms and 80% of all remaining rooms must be carpeted, except that closets, bathrooms and kitchens need not be carpeted) and "No Dog" rule. If so desired by the board, the board may designate a person to inspect the apartment to verify compliance with all house rules.
2. Comply with and satisfy all provisions of the proprietary lease and by-laws of the corporation.

Appendix B

FIRE SAFETY

STAY CALM.

Notify the Fire Department **as soon** as possible. Firefighters will be on the scene of a fire within minutes of receiving an alarm.

Because flame, heat and smoke rise, a fire on a floor below your apartment presents a greater threat to your safety than a fire on a floor above your apartment.

Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. However, if you attempt to put a fire out, make sure you have a clear path of retreat from the room.

If you decide to exit the building during a fire, close all doors as you exit to confine the fire. Never use the elevator. It could stop between floors or take you to where the fire is.

Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, **get down on the floor and crawl**. Take short breaths, breathing through your nose.

If your clothes catch fire, do not run. **STOP. Drop. ROLL.** Stop where you are, drop to the ground, cover your face with your hands and roll over to smother the flames.

EVACUATION INSTRUCTIONS IF THE FIRE IS IN YOUR APARTMENT:

Close the door to the room where the fire is and leave the apartment. Make sure everyone leaves the apartment with you.

Take your keys. Close, but **do not lock**, the apartment door.

Alert the people on your floor by knocking on their doors on your way to the exit. Use the nearest stairwell to exit the building.

DO NOT USE THE ELEVATOR.

Call 911 once you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene. If you are not sure anyone has called 911 call them immediately.

Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

EVACUATION INSTRUCTIONS IF THE FIRE IS NOT IN YOUR APARTMENT

Feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.

Exit your apartment and building if you can safely do so, following the instructions above (If the Fire is in you Apartment). Know where the fire exit stairwells are located on your floor.

If you cannot safely exit your apartment or use the fire stairwells because of smoke, heat or fire, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.

Seal the doors to your apartment with wet towels or sheets. Seal air ducts and other openings where smoke may enter.

Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.

If conditions in the apartment appear life threatening, open a window and wave a towel or sheet to attract the attention of firefighters.

If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to an area away from the source of smoke, heat or fire. Make sure there is easy access to fire escapes and do not place anything outside your window at fire escape.



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. XX/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.	XX/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

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

Protect Your Family From Lead in Your Home



June 2017

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.

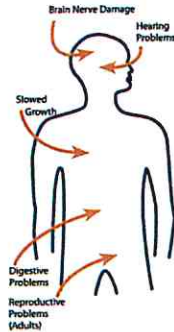
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Health Effects of Lead

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.

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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.

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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.

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

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*.

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.

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