
2 BRONXVILLE ROAD OWNERS, INC.

SUBLET POLICY

The Resolution in reference to the Sublet Policy is as follows:

It is hereby **RESOLVED**, that the Sublet Policy of the Apartment Corporation is as follows:

The Board of Directors hereby enacts a Sublet Policy in accordance with the provisions of the Proprietary Lease, which strictly prohibits subletting, except on the grounds of extreme emergency or undue hardship. The criteria for the granting of an emergency or hardship application will be determined by the Board of Directors, in its sole discretion. Shareholder must have completed a minimum of one year occupancy at 2 Bronxville Road.

1. TERM OF SUBLEASE:

The term of any Sublease shall be solely for a period of one (1) year. The Shareholder(s) will be required to submit a renewal application for subleasing ninety (90) days prior to the expiration of the sublease term. The granting of a renewal Sublease shall be solely within the discretion of the Board of Directors.

2. SUBLEASING CONDITIONS:

No Sublease shall be approved by the Board of Directors unless and until the following conditions are met.

- (a) The Apartment Unit complies with the Floor Covering House Rule (80% carpeted).
- (b) The Shareholder(s) prospective Subtenant(s) are not allowed to have pets in their Apartments.
- (c) The Shareholder(s) furnish a duplicate key to all Apartment door locks to the Managing Agent for retention by the building superintendent.
- (d) The Shareholder(s) designate the Managing Agent, or an agent in the local area, to be responsible for the Apartment in the Shareholder(s)' absence. Such designated agent must be provided with any change of address and/or telephone number(s) of the Shareholders during the complete term of the Sublease.
- (e) The Shareholder(s) designate the Managing Agent as the agent for the Shareholder(s) for service of process.
- (f) The Shareholder(s) and/or Subtenant(s) obtain homeowners insurance satisfactory to the Board of Directors, and provide a Certificate evidencing

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such insurance to the Managing Agent prior to the commencement of the Sublease Term.

- (g) The Shareholder(s) relinquish their garage space at the premises. Said garage space shall be reassigned to another Shareholder(s) in accordance with the waiting list.
- (h) The Board of Directors shall conduct an interview of the prospective Subtenant(s), including all anticipated residents of the Apartment, subsequent to receipt of all the required documentation listed below.

3. REQUIRED DOCUMENTATION:

The Shareholder(s) are required to provide the following documentation to the Board of Directors, by submission to the Apartment Corporation's Managing Agent, Garthchester Realty 440 Mamaroneck Ave, S-512, Harrison, NY 10528, telephone (914) 725-3600.

- (a) A copy of the fully-executed Sublease Agreement.
- (b) A copy of the enclosed Rider to Sublease Agreement, executed by both the Shareholder(s) and their prospective Subtenant(s), which represents that the provisions of the Sublease are in compliance with both the Proprietary Lease and all rent guidelines and regulations.
- (c) A statement from the Shareholder(s)' lending institution or other lienholder consenting to the sublet, in accordance with the provisions of the Recognition Agreement.
- (d) A reference from Subtenant(s)' current landlord.
- (e) Two other personal references for the Subtenant(s).
- (f) A completed Subtenant(s) Personal Information Sheet.
- (g) A copy of the Subtenant(s)' current paystub together with a copy of previous year's Federal Income Tax Return.
- (h) If self-employed, a copy of the Subtenant(s)' last two (2) years' Federal Income Tax Returns and W-2 Forms.
- (i) All checks required to be paid at time of Sublease Application as per the "Schedule of Fees" section immediately following.
- (j) Satisfactory proof of liability insurance by the proposed Subtenant and/or Shareholder.

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4. BREACH OF SUBLET POLICY:

In the event of any default or violation of the Sublet Policy, whether by the Subtenant or the Shareholder, which requires communication from the Managing Agent and/or the Board of Directors, an Administrative Processing Fee in the amount of TWO HUNDRED FIFTY (\$250.00) DOLLARS shall be charged by and due to the Corporation, payable by the Shareholder, and said amount shall be added to the Shareholder(s)' maintenance account as "additional rent due" and shall be subject to collection.

5. SCHEDULE OF FEES:

The Board of Directors has authorized the establishment of the following Schedule of Fees, which must be paid as a condition of the Sublet Policy. All fees must be paid by certified check or money order at the time of the Sublease Application, unless otherwise specified, made payable as indicated below.

(a) Sublet Fee:

A non-refundable Sublet Fee in an amount equal to ONE DOLLAR FIFTY CENTS (\$1.50) per share. The Sublet Fee is payable on or before, the effective date of the Sublease.

Checks made payable to: **2 BRONXVILLE ROAD OWNERS, INC.**

(b) Security Deposit:

A refundable Security Deposit in the amount of one (1) month's maintenance. These funds shall be held by the Managing Agent in a non-interesting bearing account for the duration of the sublease, and shall be used solely to pay for any damages to the Premises or any necessary and/or emergency repairs that are the responsibility of the Shareholder(s) or Subtenant(s).

Checks made payable to: **2 BRONXVILLE ROAD OWNERS, INC.**

(c) Move-in/Move-Out Fee:

A refundable Move-in/Move-Out Fee in the amount of SEVEN HUNDRED-FIFTY (\$750.00) DOLLARS shall be collected from both the Shareholder(s) and Subtenant(s) relative to their respective moves, and shall be used relative to any damage to the Premises caused as a result of the moving process. The Move-In/Move-In Fee will be refunded to the Shareholder(s) and Subtenant(s) at the completion of the move and an inspection by the Managing Agent to ensure that no damage was caused to the premises.

Check made payable to: **2 BRONXVILLE ROAD OWNERS, INC.**

(d) Application Processing Fee:

A non-refundable Application Processing Fee in the amount of **\$450**

Check made payable to: **GARTHCHESTER REALTY**

(e) Attorney Review Fee:

A non-refundable Attorney Review Fee in the amount of TWO HUNDRED (\$200.00) DOLLARS will be collected for legal fees relative to the review and approval of the Sublease Agreement and Rider to Sublease Agreement.

Check made payable to: **NORMAN D. HIMMELFARB, ESQ.**

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All checks should be remitted to the Managing Agent together with the Sublease Application, enclosed Rider to Sublease Agreement, and other required documentation. It is the Shareholder(s)' responsibility to ensure the payment of all fees. No partial or incomplete Sublease Application will be processed.

2 BRONXVILLE ROAD OWNERS, INC.
SUBLEASE APPLICATION
SUBTENANT'S PERSONAL INFORMATION SHEET

NOTE:

EACH SUBTENANT OVER 18 YEARS OLD MUST COMPLETE THIS INFORMATION SHEET IN FULL.

PERSONAL INFORMATION:

APPLICANT'S FULL NAME: _____

PRESENT ADDRESS: _____

LENGTH OF TIME AT PRESENT ADDRESS: _____

OWN _____ RENT _____ OTHER _____ MONTHLY RENT/MORTGAGE AMOUNT: \$ _____

PHONE NUMBER(S): HOME: () _____ WORK: () _____ OTHER: () _____

DATE OF BIRTH: _____ SOCIAL SECURITY NUMBER: _____

REASON FOR MOVING: _____

EMPLOYMENT INFORMATION:

NAME OF EMPLOYER: _____

ADDRESS: _____

LENGTH OF TIME EMPLOYED: _____ * ANNUAL INCOME: _____

POSITION HELD: _____

SUPERVISOR'S NAME: _____ SUPERVISOR'S TELEPHONE NUMBER: () _____

***IF EMPLOYED THIS POSITION LESS THAN 1 YEAR, COMPLETE THE FOLLOWING FOR PRIOR EMPLOYER:**

NAME OF EMPLOYER: _____

ADDRESS: _____

LENGTH OF TIME EMPLOYED: _____ ANNUAL INCOME: _____

POSITION HELD: _____

SUPERVISOR'S NAME: _____ SUPERVISOR'S TELEPHONE NUMBER: () _____

BANKING AND CREDIT REFERENCES:

BANK 1: _____
[Name and street address, city, state, zip]

SAVINGS ACCOUNT NUMBER: _____ CHECKING ACCOUNT NUMBER: _____

BANK 2: _____
[Name and street address, city, state, zip]

SAVINGS ACCOUNT NUMBER: _____ CHECKING ACCOUNT NUMBER: _____

VEHICLE INFORMATION:

MAKE: _____ MODEL: _____ YEAR: _____ COLOR: _____

LICENSE PLATE NUMBER: _____ STATE: _____

DRIVER'S LICENSE NUMBER: _____ STATE: _____

OTHER OCCUPANT INFORMATION:

HOW MANY PERSONS WILL OCCUPY THE APARTMENT UNIT: _____

NAME: _____ RELATIONSHIP TO APPLICANT: _____ AGE: _____

NAME: _____ RELATIONSHIP TO APPLICANT: _____ AGE: _____

NAME: _____ RELATIONSHIP TO APPLICANT: _____ AGE: _____

NAME: _____ RELATIONSHIP TO APPLICANT: _____ AGE: _____

IF ANY PETS: NUMBER: _____ TYPE/DESCRIPTION: _____

EMERGENCY CONTACT INFORMATION: IN CASE OF EMERGENCY, SUBTENANT REQUESTS YOU NOTIFY:

NAME: _____ RELATIONSHIP TO APPLICANT: _____

DAYTIME PHONE NUMBER: () _____ EVENING NUMBER: () _____

ADDRESS: _____

NAME: _____ RELATIONSHIP TO APPLICANT: _____

DAYTIME PHONE NUMBER: () _____ EVENING NUMBER: () _____

ADDRESS: _____

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.

Signature

Date

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:

2 BRONXVILLE ROAD OWNERS, INC.
AMENDMENTS TO PROPRIETARY LEASE
BUILDING WIDE SMOKING BAN AMENDMENT
Effective March 12, 2019

Amended and modified, any and all references and/or provisions in the Proprietary Lease of 2 Bronxville Road Owners, Inc., (the "Corporation" or "Lessor"), with respect to the use and occupancy of the Premises to provide for a Building Wide Smoking Ban, as follows:

Paragraph 14 entitled, "Use of Premises", shall be amended to insert a new provision, to be known as Paragraph 14A, entitled, "Building Wide Smoking Ban Amendment", as follows:

Paragraph 14A - Building Wide Smoking Ban Amendment: The Lessor has adopted a Building Wide Smoking Ban, thereby changing the Premises at 2 Bronxville Road, Bronxville (Yonkers) , New York 10708, to a smoke free Building, which specifically prohibits smoking in all parts of the Building, including all Apartments, as well as terraces, balconies, maid's room, portions of the roof and patios adjacent to any such Apartment, as well as the enclosed common areas of the Building, including, but not limited to, the Building entry, lobby, hallways, corridors, storage areas, garages, rooftops and courtyards. Moreover, in accordance with the foregoing, outdoor smoking is strictly prohibited, except for a restricted smoking area, if any, specifically designated by the Board of Directors of the Lessor, if at all, which smoking area shall not be within thirty (30') feet of any entry door or window of an Apartment, unless such thirty (30') feet distance is less than the distance to an abutting public street and/or public sidewalk, and in that case, the ban is to the border of the end of the boundary line of the Lessor and the beginning of the boundary line of the location of such public street and/or public sidewalk. Accordingly, this Paragraph prohibits the Lessee and anyone residing in the Apartment or visiting the Apartment or in or visiting the Building from allowing or permitting smoking, and/or causing or otherwise creating the migration of secondhand smoke and/or noxious odors emanating from the Building or emanating from his/her Apartment, including terraces, balconies, maid's room, portions of the roof and patios adjacent to such Apartment, and into the common areas of the Building, interior or exterior, and/or other Apartments located within 2 Bronxville Road, Bronxville , New York 10708.

The Building Wide Smoking Ban Amendment set forth herein is applicable to all Shareholders, Lessees, residents, occupants, subtenants, roommates, guests, visitors, invitees, licensees, employees, contractors, care givers and service personnel, including members of their immediate family, and all persons dwelling or visiting the Apartment and/or Building, (hereinafter collectively referred to as the "Resident").

The term "smoking" means, and shall be interpreted to include, inhaling, exhaling, breathing, chewing or carrying a lit cigar, lit cigarette, lit pipe or other tobacco product, nicotine substance or any similar type of lit or ignited product, material and/or controlled substance that causes or creates smoke or fumes or vapors or noxious odors, including all types of electronic smoking devices, such as E-cigarettes or vaping, in any manner, type or form.

In furtherance hereof, the failure and/or refusal to act in compliance with this Building Wide Smoking Ban Amendment shall constitute a material default and substantial breach by the Lessee under the Proprietary Lease and the Lessor shall be duly authorized and empowered to obtain compliance and enforce the Building Wide Smoking Ban Amendment, including but not limited to, the commencement of litigation against the Lessee, termination of the defaulting Lessee's Proprietary Lease and obtaining ownership of the Shares of Stock, as well as the imposition against the Lessee of administrative fees.

The adoption of this Building Wide Smoking Ban Amendment and the efforts to designate the Building as smoke-free Building does not make the Lessor, its Board of Directors, Officers, or Managing Agent, the guarantor or insurer of any Lessees'/Shareholders'/Residents' health and/or the continued smoke-free condition of the Building and the compliance of the Lessees/Shareholders/Residents. Furthermore, the inability or failure by the Lessor to effectively enforce one or more provisions of the Building Wide Smoking Ban Amendment and/or respond to a complaint filed regarding smoke or odors shall not be construed as a breach of the Proprietary Lease or breach of the warranty of habitability or the covenant of quiet enjoyment, nor shall it be deemed to be a constructive eviction, or entitle the Lessee (Shareholder) an abatement, offset or reduction with respect to the payment of maintenance charges or assessments and/or create or permit any cause of action by any of the above persons against the Lessor, its Board of Directors, Officers, or Managing Agent with respect to any claim arising thereunder.

Paragraph 7 - Penthouse, Terraces and Balconies, shall be amended as follows:

The following language shall be inserted at the end of Paragraph 7, as follows:

Notwithstanding the foregoing, the Lessee, Lessee's guests, visitors, occupants, sub-tenants and Residents shall be required to act in compliance with the Building Wide Smoking Ban and specifically prohibited from smoking in the Apartment, as well as from smoking on and/or in the terraces, balconies, maid's room, portions of the roof and patios adjacent to such Apartment.

Paragraph 10 - "Quiet Enjoyment", shall be amended as follows:

The following language shall be inserted at the end of Paragraph 10, as follows:

Notwithstanding the foregoing, the Quiet Enjoyment of the Apartment by the Lessee and Residents shall specifically exclude the right of the Lessee to smoke in the Apartment. Accordingly, the Lessee shall be required to act in compliance with the Building Wide Smoking Ban and is specifically prohibited from smoking inside Apartments, including the terraces, balconies, maid's room, portions of the roof and patios adjacent to such Apartment, and in/on the enclosed common areas of the Lessor's Building, except for smoking in a restricted smoking area specifically designated by the Board of Directors, if any, which smoking area shall not be within thirty (30') feet of any entry door or window of an Apartment, unless such thirty (30') feet distance is less than the distance of an abutting public street and/or public sidewalk, and in that case, the ban is to the border of the end of the boundary line of the Lessor and the beginning of the boundary line of the location of such public street and/or sidewalk.

Paragraph 16 - Assignment, shall be amended as follows:

The following language shall be inserted at the end of Paragraph 16(e), further Assignment or Sub-Letting, as follows:

In accordance with the passage of the Building Wide Smoking Ban, all new prospective Lessees purchasing Apartments and all new prospective Sub-Tenants and all Residents seeking to occupy Apartments must represent and certify in writing, as a condition to purchase or sublet or occupy an Apartment, that the Lessee and/or Sub-Tenant and all other Residents of the Apartment are non-smokers, or if smokers, are able to, and will, abide with the Building Wide Non Smoking Policy and as such are required to act in compliance with the Building Wide Smoking Ban; and will neither smoke in, nor allow smoking in the Apartment, including the terraces, balconies, maid's room, portions of the roof and patios, adjacent to such Apartment, and in the enclosed common areas of the Lessor's Building. Moreover acknowledge and comply with the Policy which states that outdoor smoking is strictly prohibited, except for a restricted smoking area specifically designated by the Board of Directors, if any, which smoking area shall not be within thirty (30') feet of any entry door or window of an Apartment, unless such thirty (30') distance is less than the distance to an abutting public street and or public sidewalk, and in that case, the ban is to the border of the end of the boundary lines of the Lessor and the beginning of the boundary line of

the location of such public street and/or sidewalk. The Lessor reserves all of its rights and remedies and is hereby authorized to rescind and repeal any prior subletting approval in the event that it is determined that the certification by such subtenant or member of his/her immediate family or other permitted occupant was a false certification or such certification is no longer true.

Paragraph 18 entitled, Repairs by the Lessee shall be amended as follows:

The following language shall be inserted at the end of Paragraph 18(b), Odors and Noises as follows:

The Lessee shall not permit, suffer or allow smoking in the Building or the Apartment, including terraces, balconies, maid's room, portions of the roof and patios, adjacent to such Apartment, as well as the enclosed or open common areas of the Building, including, but not limited to, the Building entry, lobby, hallways, corridors, elevator, garages, rooftops, pool area and courtyards, and shall neither cause nor create secondhand smoke, noxious odors, fumes or vapor related to a lit cigar, lit cigarette, lit pipe or other tobacco product, nicotine substance or a similar type of lit or ignited product, material and/or controlled substance that causes or creates smoke, fumes, vapors or noxious odors, including all types of electronic smoking devices, such as an E-cigarettes or vaping, in any manner, type or form.

Paragraph 24 entitled, Cooperation, shall be amended as follows:

The following language shall be inserted at the end of Paragraph 24, as follows:

The Lessee and each Resident shall be required to fully cooperate, acting in good faith, to comply with the Building Wide Smoking Ban and all such persons are specifically prohibited from smoking inside Apartments, as well as the terraces, balconies, maid's room, and portions of the roof and patios, adjacent to such Apartment, and in the enclosed common areas of the Lessor's Building. Moreover, outdoor smoking is strictly prohibited, except for a restricted smoking area specifically designated by the Board of Directors, if any, which smoking area shall not be within thirty (30') feet of any entry door or window of an Apartment, unless such thirty (30') distance is less than the distance to an abutting public street and/or public sidewalk, and in that case, the ban is to the end of the boundary line of the Lessor and the beginning of the boundary line of the location of the public street and/or sidewalk.

Paragraph 31 entitled, Termination of Lease by Lessor shall be amended as follows:

The following language shall be inserted at the end of Paragraph 31(f), Objectionable Conduct, as follows:

"The failure and/or refusal of the Lessee and Resident in the Apartment to act in compliance with the Building Wide Smoking Ban Amendment shall constitute Objectionable Conduct on the part of the Lessee, and thereby entitle the Lessor to terminate the Proprietary Lease and cancel the ownership of the Shares of Stock"

CERTIFICATION OF ACKNOWLEDGMENT AND COMPLIANCE

**2 BRONXVILLE ROAD OWNERS, INC.
AMENDMENTS TO PROPRIETARY LEASE
BUILDING WIDE SMOKING BAN AMENDMENT
Effective March 12, 2019**

I/We, _____, acknowledge receipt of the Amendments to the Proprietary Lease of 2 Bronxville Road Owners, Inc., effective March 12, 2019, and the adoption of a building wide smoking ban.

I/We hereby represent and certify in writing, as a condition to purchase or sublet or occupy an Apartment, that the Lessee and/or Sub-Tenant and all other Residents of the Apartment are non-smokers, or if smokers, are able to, and will, abide with the Building Wide Non Smoking Policy and as such are required to act in compliance with the Building Wide Smoking Ban; and will neither smoke in, nor allow smoking in the Apartment, including the terraces, balconies, maid's room, portions of the roof and patios, adjacent to such Apartment, and in the enclosed common areas of the Lessor's Building. Moreover, I/we acknowledge and will comply with the Policy which states that outdoor smoking is strictly prohibited, except for a restricted smoking area specifically designated by the Board of Directors, if any, which smoking area shall not be within thirty (30') feet of any entry door or window of an Apartment, unless such thirty (30') distance is less than the distance to an abutting public street and or public sidewalk, and in that case, the ban is to the border of the end of the boundary lines of the Lessor and the beginning of the boundary line of the location of such public street and/or sidewalk. I/We further acknowledge that the Lessor reserves all of its rights and remedies and is hereby authorized to rescind and repeal any prior subletting approval in the event that it is determined that the certification by such subtenant or member of his/her immediate family or other permitted occupant was a false certification or such certification is no longer true.

ACKNOWLEDGED, AGREED & CONSENTED TO:

Date: _____

Board of Directors
2 Bronxville Road Owners Inc.
c/o Garthchester Realty
Mamaroneck Ave., S-512
Mamaroneck, NY 10528

Re: Moving Procedures

Dear Sirs:

I understand that I must notify Garthchester Realty in writing, not less than one week prior to the actual move. 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 allowed Monday through Friday, 9:00 a.m. – 6:00 p.m. All move-ins/outs and deliveries can only be made through the basement entrance.

Further, the party moving in and the moving company must notify the superintendent two days prior to the actual move. The superintendent's telephone number is 793-2348.

Dated:_____

2 BRONXVILLE ROAD OWNERS, INC.

RIDER TO SUBLEASE AGREEMENT

THIS AGREEMENT between the Landlord, Overtenant(s) and Subtenant(s) (the "Parties" identified hereinbelow) constitutes a Rider to the Sublease Agreement between the Overtenant and Subtenant with respect to the sublease of a cooperative apartment at the premises of Landlord. In the event of any conflict between the terms of this Rider and the terms of the said Sublease Agreement, the terms of this Rider shall be controlling.

Overtenant(s) (Proprietary Lessee[s]): _____

Address for Notices to Overtenant(s): _____

Subtenant(s): _____

Address for Notices to Subtenant(s): _____

Landlord (Apartment Corporation): 2 BRONXVILLE ROAD OWNERS, INC.

Address for Notices: c/o GARTHCHESTER REALTY
440 Mamaroneck Ave. S-512
Harrison, New York 10528

Date of Proprietary Lease: _____

1. The Parties specifically agree and understand that the sublease term is for a one (1) year period commencing on _____ and ending on _____.
2. This Sublease relates to Apartment Unit Number _____ (referred to herein as the "premises" or the "apartment").
3. The premises may be used only for residential purposes, and such use is limited to those persons so identified on the Sublease Application previously submitted and approved by the Board of Directors of the Apartment Corporation.

4. The Parties hereby acknowledge and agree that the above Apartment Corporation and its Managing Agent have played no role in obtaining the prospective Subtenant(s), or the establishment of any of the financial terms of the said Sublease. The Overtenant(s) and Subtenant(s) represent that the Sublease Agreement and the terms therein are in compliance and accordance with all applicable regulations, rent guidelines, statutes and laws, including the Emergency Tenants Protection Act, pertaining to the use, occupancy and rental charges permitted under the law. It is understood and acknowledged that the Apartment Corporation is justifiably relying upon the representations of the Overtenant(s) and Subtenant(s) and said reliance by the Apartment Corporation is a material factor in the granting of consent to the Sublease of the Apartment.
5. **THE PROVISIONS OF THE PROPRIETARY LEASE AND HOUSE RULES ARE PART OF THE SUBLEASE AGREEMENT. ALL THE PROVISIONS OF THE PROPRIETARY LEASE AND HOUSE RULES WHICH APPLY TO THE OVERTENANT(S) ARE BINDING ON THE SUBTENANT(S).** A breach of the terms of the Proprietary Lease or House Rules by the Subtenant(s) will be deemed a breach of the Sublease Agreement and grounds for cancellation and revocation by the Apartment Corporation, in addition to any other remedy at law or equity that either the Apartment Corporation or Overtenant(s) may have. The Overtenant(s) and Subtenant(s) each agree to waive and give up their right to a trial by jury on any issue relating to the Sublease Agreement.
6. If the Overtenant(s) shall default in the payment of maintenance or additional charges due to the Apartment Corporation, the Apartment Corporation may, at its option, so long as such default shall continue, demand and receive from the Subtenant(s) the rent due or becoming due from the Subtenant(s) to the Overtenant(s). Such sums collected from the Subtenant(s) by the Apartment Corporation may be applied to pay sums due and to become due from the Overtenant(s) to the Apartment Corporation. Any such payment by the Subtenant(s) to the Apartment Corporation shall constitute a discharge of the obligation of the Subtenant(s) to the Overtenant(s) to the extent of the amount so paid, and the Overtenant(s) shall be and hereby are precluded and prohibited from taking any action against the Subtenant(s) by reason of the payment of the rent directly to the Apartment Corporation. The acceptance of the rent of the Subtenant(s) by the Apartment Corporation shall not be deemed as a release, waiver or discharge of any obligations of the Overtenant(s) to the Apartment Corporation, except to the extent of the rent so collected from the Subtenant(s).

If payment of rent due or becoming due is so demanded by the Apartment Corporation, then the Subtenant(s) shall make the full monthly rent directly payable to the Apartment Corporation and shall remit same by mail or in person directly to the Managing Agent for the property by the tenth (10th) day of each and every month next ensuing.
7. The Overtenant(s) and Subtenant(s) agree to hold harmless and indemnify the Apartment Corporation, its Board of Directors and Managing Agent, against any and all claims, damages and the expenses and fees or liabilities arising from any damage or injury by reason of the acts or conduct of the Overtenant(s) or Subtenant(s) or their agents or as a result of any breach or violation of the Sublease Agreement or this Rider.

8. The failure of the Overtenant(s) and/or Apartment Corporation on one or more previous occasions to take any action against the Subtenant(s) for violation of, or to insist upon the strict performance of, any of the terms of the Sublease Agreement or of the Proprietary Lease and House Rules, shall not prevent a subsequent act of a similar nature of the Subtenant(s) from being a violation of the Sublease Agreement, Proprietary Lease and House Rules.
9. The Parties acknowledge that as a condition precedent and in order for the Sublease Agreement to become effective, the express written consent of the Board of Directors of the Apartment Corporation is necessary. The Subtenant(s) agree to make application and to submit the necessary information as required by the Board of Directors. The Subtenant(s) acknowledge and verify that all statements set forth in the Sublease Application are true. Any misrepresentation contained in the Sublease Application is grounds for revocation of the consent of the Board of Directors and the cancellation of the Sublease Agreement between the Parties.
10. The Sublease Agreement may not be renewed or extended except by the written consent of the Board of Directors.
11. The Subtenant(s) agree to obtain such insurance coverage as the Board of Directors may require.
12. The Parties acknowledge the right, but not the obligation, of the Board of Directors or its agents or attorneys to institute summary proceedings or take other action to enforce the terms of this Rider To Sublease Agreement and/or provisions of the Proprietary Lease and House Rules, and agree that the Subtenant(s) and/or Overtenant(s) shall be liable for the reasonable attorneys' fees attendant thereto, in addition to the costs and disbursements of any such action. The Overtenant(s) agree to designate and appoint the Managing Agent and/or Subtenant(s) as agent for service of process during the term of the Sublease.
13. Immediately upon approval of the Sublease Application and prior to the Subtenant(s) entering and moving into said Apartment, arrangements must be made with the Managing Agent to pay the following:
 - (a) A non-refundable Sublet Fee;
 - (b) A refundable Security Deposit;
 - (c) A refundable Move-In/Move-Out Fee;
 - (d) A non-refundable Application Processing Fee; and
 - (e) A non-refundable Attorney Review Fee.

Refer to the Sublet Policy for the Schedule of Fees.

14. This Rider To Sublease Agreement cannot be modified, altered, or amended unless said modification, alteration or amendment is in writing and signed by the Parties to this Rider.

15. This Rider contains the entire Agreement and understanding of the Parties.

OVERTENANT(S):

SUBTENANT(S):

By: _____

By: _____

By: _____

By: _____

Dated: _____

Dated: _____

CONSENTED AND AGREED TO:

2 BRONXVILLE ROAD OWNERS, INC.

By: _____

Board of Directors

Dated: _____

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

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment (initial)

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

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

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

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

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



Protect Your Family From Lead in Your Home



EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

June 2017

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

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

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

Read this entire brochure to learn:

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

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

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

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

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



Lead Gets into the Body in Many Ways

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

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

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

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



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

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

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Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

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

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

Check Your Family for Lead

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

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

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

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

Checking Your Home for Lead

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

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



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

What You Can Do Now to Protect Your Family

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

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

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Checking Your Home for Lead, continued

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

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

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

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.

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, continued

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

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

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

Other Sources of Lead

Lead in Drinking Water

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

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

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

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

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

Important Steps You Can Take to Reduce Lead in Drinking Water

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

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

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

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

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

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

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

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



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

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

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

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Other Sources of Lead, continued

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

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

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For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

Consumer Product Safety Commission (CPSC)

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

CPSC

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

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

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

HUD

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

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

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June 2017

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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