

www.GarthchesterRealty.com

440 Mamaroneck Ave., Suite S 512 Harrison, New York 10528 (914) 725-3600 F: (914) 725-6453 98-20 Metropolitan Ave., Suite 1 Forest Hills, New York 11375 (718) 544-0800

## LONGACRE GARDENS CORP. (rev. 6/2023) 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.
- Purchaser must provide one (1) collated 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 current 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.

- The application, documents and a non-refundable application fee, payable to Garthchester Realty, in the sum of Four Hundred Fifty (\$450.00) Dollars plus Fifty (\$50.00) Dollars per person (for a credit check) must accompany your application. These fees are non-refundable.
- 4. A non-refundable application fee, payable to **Longacre Gardens Corp.,** in the sum of One Hundred (\$100.00) Dollars must accompany your application.
- 5. The Board reserves the right to request additional information prior to considering your application.
- 6. By submitting this application for the Board's consideration, you are representing that all statements contained therein are true to the best of your knowledge and are authorizing the Board to verify all statement, including the Board obtaining a current credit report.
- 7. Where there is more than one purchaser, the information requested is to be answered by all purchasers.
- 8. The purchaser(s) and all the persons to reside at the residence will be required to attend a personal interview with the members of the Admissions Committee of the Board of Directors prior to the committee's moving on the application

## **\*NO APPLICATION ACCEPTED ON FRIDAYS AFTER 12PM.**

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## LONGACRE GARDENS CORP. APPLICATION TO PURCHASE SHARES OF THE CORPORATION <u>NOTICE</u>

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 is has received a complete application, or shall notify you of 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.

## **LONGACRE GARDENS CORPORATION**

141 North Broadway | White Plains NY 10603

## PREFERRED MINIMUM REQUIREMENTS

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Net monthly income for applicants:

- \$3,000 for a 1-bedroom unit
- \$3,500 for a 2-bedroom unit
- \$4,000 for a 3-bedroom unit
- Credit scores should not be less than 650
- Units cannot be more than 85% financed
- Debt should not exceed 30% of yearly income
- Liquid reserves should cover 4 months of total living expenses (monthly maintenance, mortgage, utilities, auto, debt repayment)
- Three years of stable work history

	Owners Name:
	Telephone #:
	Apt. #:
COOPERATIVE	HOUSING APPLICATION
LONGACR	RE GARDENS CORP.
NAME:	SOC.SEC. #:
NAME:	SOC.SEC. #:
ADDRESS:	
HOME #:	_ OFFICE #:
Current Residence: Check One	
Rent Owner Other	Explain
If Rent:Landlord Name:	Phone #:
Years at current address If less	s than 2 years at present, give former
address	
# of PERSONS TO RESIDE IN APARTI	MENT:
<u>Name</u>	<b>Relationship</b>
1	
2	
3	
4	
I have been given a copy of the House Rul	les and I have read them.

I understand that Longacre Gardens allows only (1) dog.

Two (2) cats are permitted at Longacre Gardens provided they are kept inside the owner's apartment at all times.

I understand and agree \_\_\_\_\_ (initial).

## CHECK OR MONEY ORDER PAYABLE TO <u>GARTHCHESTER REALTY</u> MUST ACCOMPANY APPLICATION FOR CREDIT EXAMINATION. THIS FEE IS NOT REFUNDABLE.

EMPLOYMENT DATA	(Purchaser/Subletee)		
Current Employer		Position/Title	
Address			
Dates Employed: From	to	Current Salary	
Phone #		Supervisor's Name	
COMPLETE IF EMPLOYED IN (	URRENT P	OSITION FOR LESS THAN TWO (2) YEARS:	
Previous Employer		Position/Title	
Address			
Dates Employed: From	to	Current Salary	
Phone #		Supervisor's Name	
	(Co-F	Purchaser/Co-Subletee)	
	(001		
Current Employer		Position/Title	
Address			
Dates Employed: From	to	Current Salary	
Phone #		Supervisor's Name	
COMPLETE IF EMPLOYED IN (	URRENT P	OSITION FOR LESS THAN TWO (2) YEARS:	
Previous Employer		Position/Title	
Address			
Dates Employed: From	to	Current Salary	
Phone #		Supervisor's Name	

## THESE QUESTIONS APPLY TO ALL PURCHASERS/SUBTLETIES

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

	Purchaser <u>Yes or No</u>	Co-Purchaser <u>Yes or No</u>
Have you any outstanding judgements?		
In the last 7 years, have you been declared bankrupt?		
Have you 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 obliged to pay alimony, child support, or separate maintenance?		

## **GROSS MONTHLY INCOME**

ITEM	<b>PURCHASER</b>	<u>CO-PURCHASER</u>	<u>TOTAL</u>
Base Employee Income			
Overtime			
Bonuses			
Commissions			
Dividends/Interest			
Net Rental Income			
Other Income			
TOTAL			

## **DESCRIBE OTHER INCOME**

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

Monthly Amount
 \$
 \$
 \$

## **MONTHLY HOUSING EXPENSES**

ITEM	PRESENT	PROPOSED
Rent/Maintenance		
Bank Mortgage		
Other Financing		
Homeowners Insurance		
Real Estate Taxes		хххх
Mortgage Insurance		
Co-op Assessments		
Other Misc. Housing Expense		
Total Monthly Payment		
Utilities		
TOTAL		

## **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 required for closing (est.)	\$
Source of cash required for closing	
If applicable, explain other financing:	
*Copy of Contract of Sale to be submitte	ed with this application.

Estimated closing date: \_\_\_\_\_

\*Maximum Financing 85%

## FOR PURCHASERS ONLY

## BALANCE SHEET AT THE LAST DAY OF MONTH IMMEDIATELY PRECEDING DATE OF APPLICATION (see notes on attached page)

## **ASSETS**

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)	\$
Notes Receivable	\$
Other Assets (Note 5)	\$
TOTAL ASSETS:	\$
LIABILITY	
Installment Debt Payable (Note 6)	\$
Other Unsecured Loans (Note 6)	\$
Mortgage Loans (Note 6)	\$
Automobiles/Please Craft Loans (Note 6)	\$
Other Secured Loans (Note 6)	\$
Other Liabilities (Note 7)	\$
TOTAL LIABILITY:	\$
TOTAL NET WORTH (Assets – Liabilities):	\$

## **NOTES TO BALANCE SHEET**

NOTE 1:	<u>Account #</u>	Name & Address of banking Institution	<u>Balance</u>
Checking 1)			
Checking 2)			
Savings 1)			
Savings 2)			

<u>NOTE 2:</u>	<u># of</u> <u>Shares</u>	<u>Type</u> Security	<u>lssuer</u>	<u>Market</u> <u>Value</u>	<u>Monthly</u> Dividend/Interest

<u>NOTE 3:</u>	<u>Address of</u> <u>Property</u>	<u>Type of</u> Property	<u>Cost of</u> Property	<u>Present</u> <u>Market</u> <u>Value</u>	<u>Amount</u> <u>of</u> <u>Mortgage</u> <u>&amp; Loans</u>
	<u>Monthly</u> <u>Gross</u> <u>Rental</u> <u>Income</u>	<u>Monthly</u> <u>Mortgage</u> <u>Payments</u>	<u>Monthly</u> <u>Taxes,</u> <u>Insurance,</u> <u>Maintenance</u> <u>&amp; Misc.</u> <u>Payments</u>	Monthly Net Income	

**NOTE 4:** Make & Year: \_\_\_\_\_

Plate # of Vehicle:

NOTE 5: Briefly Describe Other Assets: \_\_\_\_\_

<u>NOTE 6:</u> Please provide the following for all Debt (Credit cards, Student loans, Bank loans, etc.):

<u>Creditor's</u> <u>Name &amp;</u> <u>Address</u>	<u>Account #</u>	<u>Monthly</u> Payments	<u>Months Left</u>	<u>Unpaid</u> <u>Balance</u>

NOTE 7: 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 to consent to the assignment (or sublet) of this apartment to me.

Purchaser's/Subletee's Signature

Date

Co-Purchaser's	/Co-Subletee's	Signature
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## **COMPLETE ONE PER APPLICANT**

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

<u>hereby authorize Garthchester Realty and</u> 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:	Da	te:
Printed Name:		
Social Security Number:	_Phone #:	
Current Address:		

## LONGACRE GARDENS CORP.

## FOR PURCHASE ONLY

Re: Longacre Gardens Corp.

Apt.: #\_\_\_\_\_

Dear Sirs:

I have read the Proprietary Lease of Longacre Gardens Corp. and will abide by all the rules and regulations as set forth. Specifically, any apartment construction/renovation plans will be submitted to the cooperative's managing agent for approval prior to the commencement of any work.

I further understand it is the responsibility of the shareholder to maintain the tiles and grouting in the bathroom (s) in such a manner that no water leaks into the apartment below or the common areas of the building.

Purchaser

Purchaser

Dated:



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## **ONE CALL NOW – Shareholder Contact Information Sheet**

1. Please enter contact information for up to two people per apartment in the space provided below. 2. To receive text messages on your cell phone, send a text to 22300, then type the word ALERT (all CAPS) and hit Send. You will get a thank you message from ONE CALL NOW. (You must ALSO give us your cell phone number below so we can send you messages.)

3. Please return completed form to John Ryan or Michele Liddy at Garthchester Realty via email at michele@garthchesterrealty.com .

## **RESIDENT 1 – PLEASE PRINT ALL INFORMATION CLEARLY**

NAME (first and last):	<u>APT #:</u>
Cell Phone/ Text	<ul> <li>Check to receive text</li> </ul>
Message:	announcements here
Email address:	<ul> <li>Check to receive email</li> </ul>
	announcements here

## **RESIDENT 2 – PLEASE PRINT ALL INFORMATION CLEARLY**

NAME (first and last):	<u>APT #:</u>
Cell Phone/ Text	<ul> <li>Check to receive text</li> </ul>
Message:	announcements here
Email address:	<ul> <li>Check to receive email</li> </ul>
Email address.	announcements here



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## MOVE IN/OUT & DELIVERY PROCEDURES: 8am – 4pm (No Weekends or Holidays)

Please be advised that all residents must arrange your **move in/out & deliveries with Michele Liddy at 914-725-3600 ext. 121** or via email at <u>michele@garthchesterrealty.com</u>.

Please contact Michele at least <u>ONE WEEK</u> before your move in/out or scheduled delivery date to be sure that date is available. A move in/out deposit in the amount of **\$500.00** is required ~ Check payable to: Longacre Gardens Corp. In addition to your deposit, you must provide a certificate of liability insurance (COI) from your moving company if you have professional movers.

The COI information is as follows and required for <u>ALL</u> MOVES AND/OR DELIVERIES:

#### **CERTIFICATE HOLDER:**

Longacre Gardens Corp.

c/o GARTHCHESTER REALTY 440 Mamaroneck Ave., S-512 Harrison, NY 10528

#### **DESCRIPTION of OPERATIONS/ADDITIONAL INSURED:**

1. Name of Resident, Address & Apt.#

- 2. Longacre Gardens Corp.
- **3. GARTHCHESTER REALTY**

\*Please be advised without the required form(s), the move and/or delivery <u>WILL NOT BE</u> <u>PERMITTED\*</u>. If you are not hiring professional movers, insurance is still required. Please fill out a Hold Harmless Form and submit a copy of your Homeowners Insurance (declaration page) and submit to Michele at Garthchester Realty.

Once the move in/out is completed, you must contact Michele in order to have your deposit refunded, if applicable. Once we verify with the Super that there were no damages, your refund request will be submitted to our Bookkeeper and mailed to you within <u>10 business days</u>.

Thank you for your anticipated cooperation.

Sincerely Yours, Garthchester Realty A/A/F Longacre Gardens Corp.



209 Garth Road Scarsdale New York 10583 (914) 725-3600 F:(914) 725-6453 98-20 Metropolitan Ave. Suite 1 Forest Hills, New York 11375 (718) 544-0800 F:(718) 520-7673



#### Re: YOUR Management Team

We would like to help direct your call or electronic inquiry efficiently so that your requests can be resolved in a timely and professional manner.

For your convenience, a list of staff assigned to your building and phone extensions are as follows:

#### GARTHCHESTER TEAM @ 914-725-3600 (M-F 9:00am - 5:00pm):

•	Property Manager:	Brian Scally ext 112	brian@garthchesterrealty.com
•	Assistant Manager*:	Michele Liddy ext 121	michele@garthchesterrealty.com
٠	Maintenance & Billing:	Adele Frutkin ext 103	adele@garthchesterrealty.com
٠	Move in/out & Deliveries:	Michele Liddy ext 121	michele@garthchesterrealty.com
٠	Alterations/Renovations:	Rosemarie Sotero ext 115	rosemarie@garthchesterrealty.com

\*For any additional inquiries please contact Michele Liddy so you can be guided accordingly.

#### LONGACRE SUPERINTENDENT:

• John Ryan - 914-949-0437 (Office) – Monday – Friday 8:00am – 4:00pm

#### AFTER BUSINESS HOURS & EMERGENCIES\*\* - Please call 866-246-0370

**\*\*EMERGENCIES:** For issues that cannot wait 24 hours (such as a leak anywhere, front or side doors do not close properly, elevator not working, etc.).

Sincerely Yours, Garthchester Realty A/A/F Longacre Gardens Corp.

## LONGACRE GARDENS CORP.

## **PET INFORMATION**

Dated:		
Shareholder's Name:		 
Address:		 
Phone #:		 
*Dog	Cat	 
Pet's Name:		
Breed:		

\*A surcharge of \$25 per month per dog will be added to your monthly maintenance bill.

# Longacre Gardens Cooperative

## House Rules

June 2023

#### General:

- 1. Residents cannot make any disruptive noises from the hours of 10:00 p.m. to 8:00 a.m.
- 2. No loud music or musical instruments are to be played on Cooperative grounds.
- 3. Contractors for home renovations are allowed to work Mon to Fri, 8:30 a.m. to 5 p.m.
- 4. No ball playing on Cooperative grounds.
- 5. No articles shall be placed in the hall of entrances, nor shall anything be hung or shaken from the doors and windows, or placed upon the window sills of the building.
- 6. No clothing or personal belongings shall be draped or hung-over bushes, shrubs, railings, doors or windows.
- 7. No sign, notice, advertisement or illumination shall be allowed on, or at, any window or any part of the building.
- 8. All belongings of residents must be brought inside before nighttime.
- 9. No lawn furniture, toys, bicycles, brooms, gardening equipment, or any personal items are to be left on co-op grounds or stoops unattended for extended periods of time or overnight. When not in use these items must be properly stored away in the residents' units or garages. These items cannot be stored in the shared garden beds or on the front stoops.
- 10. All items found on the grounds not belonging to the cooperative will be removed and disposed of and subject to Administrative fees.
- 11. Residents are allowed to plant their own flowers or small bushes in their garden beds. However, anything planted by residents will become the property of Longacre Gardens and must remain in the garden beds upon sale of the unit or relocation of the resident.
- 12. Barbeques are permitted, but they must be stored away properly. Those living in "the circle" area may store their barbeques in the "barbeque pit" between units 27 & 29, or in the patio area next to the dog run. Other residents may store their barbeques **out-of-sight** along the **sides** of their buildings. Residents without those 2 options may place their barbeques **discretely** in their garden beds against their building, away from their front stoops, and hopefully camouflaged by bushes. All barbeques must be properly covered with a barbeque cover.
- 13. All barbeques must be stored away from Nov 1<sup>st</sup> to April 1<sup>st</sup>.
- 14. All gas dryers are required to be professionally installed by a licensed and insured contractor and be registered through Garthchester Realty Corp. by emailing Michele Liddy at <u>michele@garthchesterrealty.com</u>. Since Longacre Gardens supplies the gas for the dryers, a \$25 monthly utility fee is charged and itemized on the monthly maintenance invoices.
- 15. All personal items must be removed from the front stoops and garden beds from Nov 1<sup>st</sup> to April 1<sup>st.</sup>
- 16. The floors of each apartment must be covered with rugs or carpeting and padding, or equally effective noise reducing material, to the extent of at least 80% of the floor area of each room, including staircases, excepting only kitchens, pantries, closet and bathrooms.

- 17. Resident shall keep all windows of the apartment clean and covered with adequate window treatments, such as drapes, curtains, and blinds. The Co-op has the right to clean windows and window treatments at the shareholders expense if shareholder is found negligent.
- 18. The co-op and any contractor or workman authorized by the Board of Directors may enter any apartment at any reasonable hour of the day for the purpose of inspecting, controlling or exterminating vermin, insects, or other pest, or for plumbing, electric, and building maintenance issues.
- 19. If a resident suspects an infestation of bugs or rodents, they must inform the co-op immediately and not try to remedy the situation themselves. Some bug infestations require professional treatment and cannot be remedied without professional help.
- 20. All exterior red doors must be closed during the heating season, during precipitation yeararound, overnight and whenever you're not at home for security reasons.
- 21. The new exterior front doors are metal. Nothing should be screwed, nailed, glued or attached to the exterior front doors. Shareholders will be held responsible to replace any door that they damage at a cost of approximately \$1,000.
- 22. Shareholders must refrain from door decorations, or any decorations that may cause possible damage to the doors, or any cooperative property.
- 23. Holiday lights can be put up no earlier than the weekend preceding Thanksgiving and must be removed no later than the weekend following New Year's Day. The board retains the discretion to remove any decoration deemed to be in bad taste.
- 24. Used Christmas Trees should be placed with the bulk garbage pickup no earlier than a Wednesday night preceding a Thursday pick up.
- 25. Subletting an apartment will only be considered by the Board after the shareholder has resided in the unit for a period of 2 years. Sublets are then allowed on a year to year basis for a maximum of 3 years, subject to Board approval.
- 26. Lithium Batteries because of the risk of fire, all mobility devices using a Lithium battery are banned from Longacre Gardens. This includes: Ebikes, Escooters and Hooverboards. Damage caused by a Lithium Battery will be the responsibility of the shareholder to remedy.

#### Parking/Garage Rules:

- 1. All parking is assigned by the Board of Directors.
- 2. One vehicle per outdoor parking space, including motorcycles; no double parking.
- 3. No parking in front of garages or fire hydrants, in fire lanes or in any zone marked "No Parking". Violators will be subject to Administrative Fees and towing at their expense. Repeated violations will result in the revocation of resident's parking privileges and reassignment of their parking spaces to the next resident on the wait list.

- 4. Residents must park head-into their parking spaces to avoid exhaust being blown into residents' homes and to avoid burn spots on the lawn.
- 5. Shareholders will be held responsible for their guests and for their Administrative Fees.
- 6. Garage doors must be closed and locked at all times. Longacre Gardens is not responsible for vandalism, lost possessions, or repairs to the optional electric garage door openers.
- 7. No car washing or vehicle maintenance on the premises.
- 8. During snowfalls, if you see or hear the snow plow in the driveway you should move your car in order for the plow to properly clean the parking spaces.
- 9. All vehicles in outdoor spaces and in garages must be registered, inspected and insured.
- 10. The garage space must be used to park registered vehicles. At no time may a garage be used **solely** for storage purposes. Any resident who use the garage solely for storage purposes will have the garage space revoked upon 30 days of notification.
- 11. When any outdoor parking space or garage is relinquished, the space will revert to the Cooperative for reassignment.
- 12. Any outdoor parking space or garage is immediately deemed relinquished upon sale or rent of the unit and/or the occupant moving out of the cooperative.
- 13. Parking/garage spaces shall not be reassigned, sold or sublet by shareholders.
- 14. As per White Plains Law, no commercial vehicle can be parked in an outside parking space. This includes any vehicle with advertisements or signage.
- 15. Outdoor parking spaces or garages may be terminated and/or reassigned by the cooperative at any time in sole and absolute discretion of the Board of Directors.

#### **Rules for Pet Owners:**

- All new dogs are subject to Board approval. Any dog not approved by the Board of Directors will be subject to a \$300 Administrative Fee and possible removal from Longacre Garden's property.
- 2. Dogs may be restricted according to size, weight, or breed.
- 3. The following breeds are not allowed on Longacre Garden's property: Pit-bulls, Rottweiler's and Doberman Pinchers.
- 4. Dogs must be leashed at all times while on Longacre Garden's property, where leashes may not extend beyond eight feet in length according to White Plains law.
- Dog walkers should always be considerate of their neighbors' privacy and not approach the ground floor windows of other residents, or allow their dogs in other residents' garden beds.
   Dog walkers should remain on the sidewalks and walkways when walking dogs.
- 6. Dog waste must be picked up and disposed of properly at all times. Failure to do so will result in an initial fee of \$100, thereafter \$200. Repeated violations may result in the revocation of resident's parking privileges. Dog waste may never be discarded in any sewer or storm drains.

Such violations will receive a \$300 Administrative Fee. Shareholders and residents are responsible for their dog walkers.

- 7. Dogs may never be tied or chained and left unattended anywhere on the complex.
- 8. Excessive dog barking will not be tolerated.
- 9. No shareholder or subtenant may own more than one dog, or two cats, at any given time. There is a charge of \$25 per month for all dogs owned by shareholders or their subtenants. There is no charge for cats at this time.
- 10. All dogs must be licensed through the City of White Plains.
- 11. Dog sitting may not exceed 2 weeks. In the event that a guest dog needs to exceed 2 weeks, residents must receive written approval prior to the arrival of the dog and will incur the monthly dog fee.
- 12. If any dog poses a threat to personal safety or is an excessive disturbance to any shareholder, the dog will be subject to review by the Board of Directors and may be subject to removal.

### **Garbage Pickup and Removal:**

- 1. Small household garbage and recycling, up to a 13-gallon bag, is picked up Monday through Friday from 6:00 to 8:30 a.m. There is no garbage pick-up on weekends or holidays.
- 2. No garbage is to be placed on the stoops outside your door; garbage must be placed on the grass next to the sidewalks in adequate garbage bags.
- 3. All bags must be tied up securely before being put out for pick-up.
- 4. Boxes must be flattened and placed in the dumpster that is used for boxes.
- 5. Cans, bottles, and jars must be rinsed clean prior to disposal in the recycling bin.
- 6. Bulk items may be brought to the curb by the lowest driveway Wednesday nights for Thursday pick-up. Call the superintendent (914-949-0437) to discard electronics.
- Littering on the grounds is strictly prohibited. This includes cigarette butts, food for animals, and dog waste. Garbage and dog waste may never be discarded in any sewer or storm drains. Violators will receive a \$300 Administrative Fee.
- 8. According to the City of White Plains, all mattress and box springs must be fully encased with a sealed plastic bag or barrier before disposal. Plastic bags for disposal are available at local hardware stores or at U-Haul moving (914-949-2525).
- 9. According to the City of White Plains, dumpster lids must remain closed at all times. The fine from the city is \$2,500 which will be passed along to the offending resident.

### Administrative Fees:

- 1. Unless otherwise noted, first offense is \$50.
- 2. Second offense is \$100.
- 3. Third and subsequent offenses are \$100 plus revocation of parking privileges.

## Garthchester Realty

## How to Make Monthly Maintenance Payments:

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

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

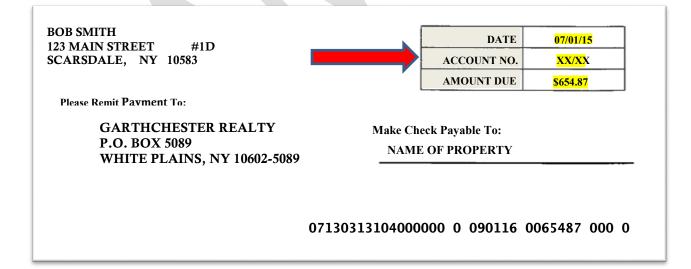
#### (2) Bill Pay Account via Your Bank:

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

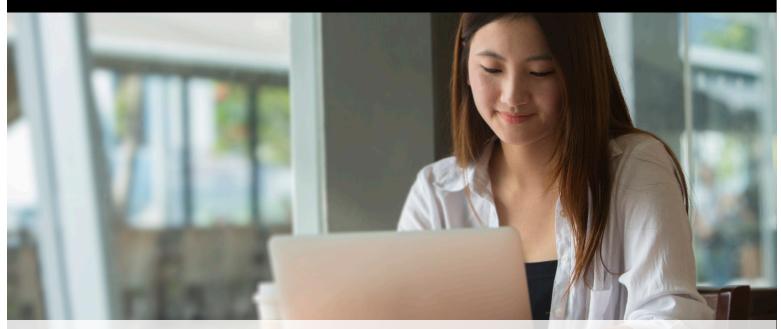
## SAMPLE STATEMENT & ACCOUNT etc.



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 leadbased 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 Environmental Protection Agency

United States Consumer Product Safety Commission

**United States** 

United States Department of Housing and Urban Development

#### 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 leadbased 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).



#### 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 stateapproved 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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#### 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.

#### **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

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- Memory and concentration problems
- Muscle and joint pain

#### **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.

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#### Where Lead-Based Paint Is Found

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

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

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.

<sup>1</sup> "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 lead levels greater than or e more than 0.5% by weight.

"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.

#### 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

- On windows and window sills
- Doors and door frames

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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 ( $\mu g/ft^2$ ) and higher for floors, including carpeted floors
- 250 µg/ft<sup>2</sup> 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.



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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 leadbased 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 vard
  - 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.

#### Checking Your Home for Lead, continued

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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.<sup>3</sup>

#### 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 stateapproved 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.

#### **Reducing Lead Hazards**

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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 leadcontaminated 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 statecertified 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.

<sup>3</sup> 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 (µg/ft<sup>2</sup>) for floors, including carpeted floors
- 250 µg/ft<sup>2</sup> for interior windows sills
- 400 µg/ft<sup>2</sup> 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.

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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



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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 leadcontaminated 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.

#### 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.

#### 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.<sup>4</sup>
- 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.

<sup>&</sup>lt;sup>4</sup> 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.

#### 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 leadbased 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 tollfree Federal Relay Service at 1-800-877-8339.

#### 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, TR 75202-2733 (214) 665-2704

Region 7 (lowa, Kansas, Missouri, Nebraska) Regional Lead Contact U.S. EPA Region 7 11201 Renner Bidd. WWPD/TOPE Leneza, KS 66219 (600) 223-0425

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

Region 9 (Arizona, California, Hawaii, Nevada) Regional Lead Contact US. 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

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

#### **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 EPA-747-K-12-001 June 2017

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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).



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

Effective April 1, 2019, a new NY State law requires all <u>NEW</u> or <u>REPLACEMENT</u> 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 <u>don't need to replace alarms</u> 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, manufactures recommends 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 nonsealed 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