

Property Information Package

# AUCTION

## Mortgagee's Sale

### Federal-Style Home with Detached Carriage House

Newburyport, MA

**Tuesday, December 17<sup>th</sup> at 11:00 a.m.**

**209 High Street (Route 113)** is a Federal-style home originally built in 1806± offering 5,454± square feet of living space over three floors. Also situated on this .48±-acre corner lot at the intersection of Johnson and High Streets is a detached 1,896± square foot carriage house. This property is currently under renovation and is being converted into three residential condominium units. Map 37, Lot 13.

**Inspection:** One hour prior to the auction, if permitted.

**Terms:** Twenty-five thousand-dollar (\$25,000.00) deposit in cash or certified check, made payable to Paul McInnis LLC Escrow deemed acceptable to mortgagee or agent of the mortgagee at time and place of sale. Balance due at closing within thirty (30) days of sale. Subject to all terms of mortgagee's notice of sale.

DISCLAIMER: No warranty or representation, express or implied, is made by our client, their legal counsel, Paul McInnis LLC or any person providing this information to these parties concerning the completeness or accuracy of the information. Each person who accepts these materials assumes full responsibility for investigating, evaluating, and making all other appropriate inquiries regarding this property. By accepting this information, each person releases our client, their legal counsel and Paul McInnis LLC from any responsibility or liability arising from this information concerning the property.

Est. 1976

**PAULMCINNIS LLC**

AUCTIONS ■ REAL ESTATE ■ RESULTS

Lic #AU0100106. - (603) 964-1301 - Ref. #24PM-25 Auction subject to all Terms of Sale © 2024 Paul McInnis LLC

## MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the POWER OF SALE contained in a certain mortgage given by 209 HIGH STREET LLC to NEWBURYPORT FIVE CENTS SAVINGS BANK, dated June 15, 2022, and recorded with the Essex South District Registry of Deeds in Book 41007, Page 451, of which mortgage NEWBURYPORT FIVE CENTS SAVINGS BANK, with a usual place of business at 63 State Street, Newburyport, Essex County, Massachusetts 01950, is the present holder, for breach of the conditions contained in said mortgage, namely, default in the required mortgage loan payments, and for the purpose of foreclosing the same, there shall be sold at Public Auction at 11:00 a.m. on Tuesday, December 17, 2024, on the mortgaged premises located at 209 High Street, Newburyport, Essex County, Massachusetts, where a flag shall be erected on the day of such sale, all and singular the premises described in said mortgage, to wit:

The land in said Newburyport, with the buildings thereon, situated on High Street and numbered 209 thereon, bounded and described as follows:

Beginning at an iron pin on said High Street at land of the grantors and land now or formerly of Dervan, and running North  $51^{\circ} 52' 19''$  West, 93.06 feet, more or less, by said High Street to an iron pin at Johnson Street; thence running South  $42^{\circ} 58' 29''$  West by said Johnson Street, 221.50 feet, more or less, to a chain link fence and remaining land of the grantors; thence running South  $46^{\circ} 11' 27''$  East by remaining land of the grantors 93 feet, more or less to an iron pipe and land now or formerly of Dervan; thence running North  $42^{\circ} 54' 32''$  East by said land now or formerly of Dervan 230.72 feet, more or less to the point of beginning. Containing 20,997 square feet, more or less to the point of beginning.

Meaning and intending to convey Lot 1, as shown on Plan of Land in Newburyport, Massachusetts, Owner Frank F. & Frances M. Morrill, November 13, 1979, Scale: 1" = 20'; Port Engineering Associates, Inc., 31 State Street, Newburyport, Mass. recorded in Plan Book 156, Plan 9, however the same may be bounded, measured or ought to be described.

For Borrower's title, see Deed recorded herewith.

The Mortgaged Premises shall be sold subject to any and all unpaid taxes, water and sewer charges and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over the mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all leaseholds, tenancies and/or rights of parties in possession, including rights or claims in improvements and personal property now located on the Mortgaged Premises and installed by current or former owners or occupants. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, subdivision, state and local building, environmental, sanitary or other Federal, State and/or Municipal regulations, utilities, condition or permitted use of the premises, state of title, or otherwise.

**TERMS OF SALE:**

Cash, cashier's or certified check drawn upon any bank or trust company doing business in the Commonwealth of Massachusetts, in the sum of TWENTY-FIVE THOUSAND AND 00/100 (\$25,000.00) DOLLARS (the "Deposit"), must be presented at the time and place of the sale in order to qualify as a bidder and shall be tendered by the purchaser at the time and place of sale; the high bidder shall execute and agrees to comply with the terms of the written Memorandum of Foreclosure Sale upon acceptance of his/her bid; the balance of the bid price shall be paid in cashier's check drawn upon any bank or trust company doing business in the Commonwealth of Massachusetts, or by federal wire transfer, in or within thirty (30) days after the date of sale. The deed for the Mortgaged Premises shall be delivered upon receipt of the balance of the purchase price.

The Mortgagee reserves the right to postpone the sale to a later date by public

proclamation by the Mortgagee, its attorney or its auctioneer at the time and date appointed for the sale and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Other terms to be announced at the sale.

Sale to be conducted by PAUL MCINNIS, LLC, One Juniper Road, North Hampton, N.H. 03862, Auctioneer's License No. AU0100106, Telephone No. (603) 964-1301, website: paulmcinnis.com.

NEWBURYPORT FIVE CENTS SAVINGS  
BANK,  
Present holder of said Mortgage,  
By Its Duly Authorized Attorney

REGNANTE STERIO LLP

By 

PAUL G. CROCHIERE, ESQUIRE  
401 Edgewater Place, Suite 630  
Wakefield, Massachusetts 01880  
Telephone: (781) 486-6222

# 209 HIGH ST

Location 209 HIGH ST

MBLU 37/ 13/ //

Owner 209 HIGH STREET LLC

Assessment \$1,063,800

PID 2196

Building Count 2

## Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2024	\$591,500	\$472,300	\$1,063,800

## Owner of Record

Owner 209 HIGH STREET LLC

Sale Price \$850,000

Co-Owner

Certificate

Address 209 HIGH ST  
NEWBURYPORT, MA 01950

Book & Page 41007/0448

Sale Date 06/16/2022

Instrument 1H

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
209 HIGH STREET LLC	\$850,000		41007/0448	1H	06/16/2022
HUNTER ROSE ANN C	\$0		06656/0141		11/26/1979

## Building Information

### Building 1 : Section 1

Year Built: 1806

Living Area: 5,454

Building Attributes	
Field	Description
Style:	Federalist
Model	Residential
Grade:	Average
Stories:	3
Occupancy	1

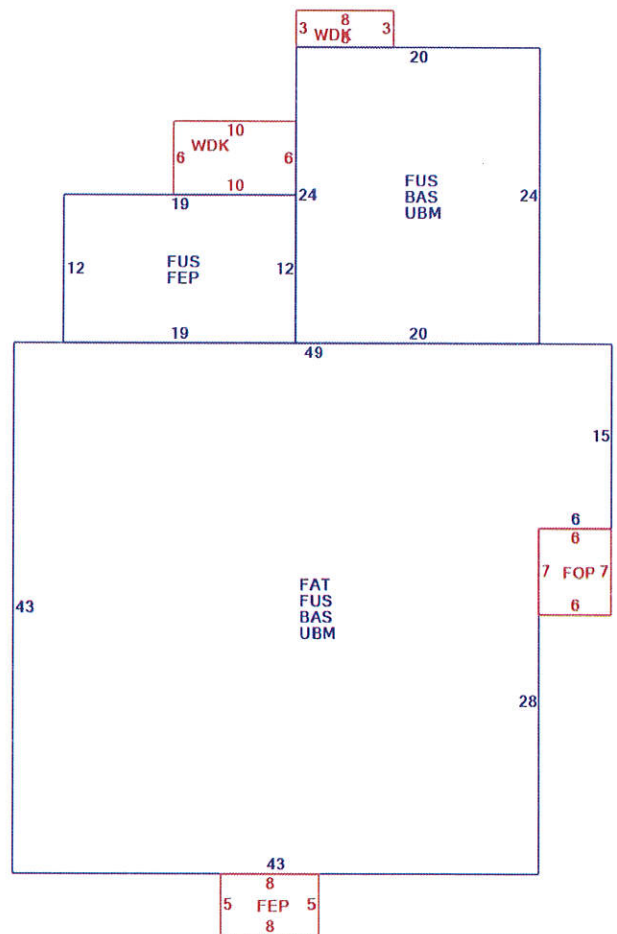
Exterior Wall	Clapboard
Exterior Wall	
Roof Structure:	Gable/Hip
Roof Cover	Asph/F Gls/Cmp
Interior Wall	Plastered
Interior Wall	
Interior Flr	Hardwood
Interior Flr	
Heat Fuel	Oil
Heat Type:	Steam
AC Type:	None
Total Bedrooms:	9+ Bedrooms
Total Bthrms:	4
Total Half Baths:	2
Total Xtra Fixtrs:	
Total Rooms:	15 Rooms
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

### Building Photo



(<https://images.vgsi.com/photos/NewburyportMAPhotos/A0019\DSC03525>)

### Building Layout



(ParcelSketch.ashx?pid=2196&bid=2285)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	2,647	2,647
BAS	First Floor	2,419	2,419
FAT	Attic	1,939	388
FEP	Porch, Enclosed	268	0
FOP	Porch, Open	42	0

UBM	Basement, Unfinished	2,419	0
WDK	Deck, Wood	84	0
		9,818	5,454

**Building 2 : Section 1**

**Year Built:** 1806  
**Living Area:** 1,896

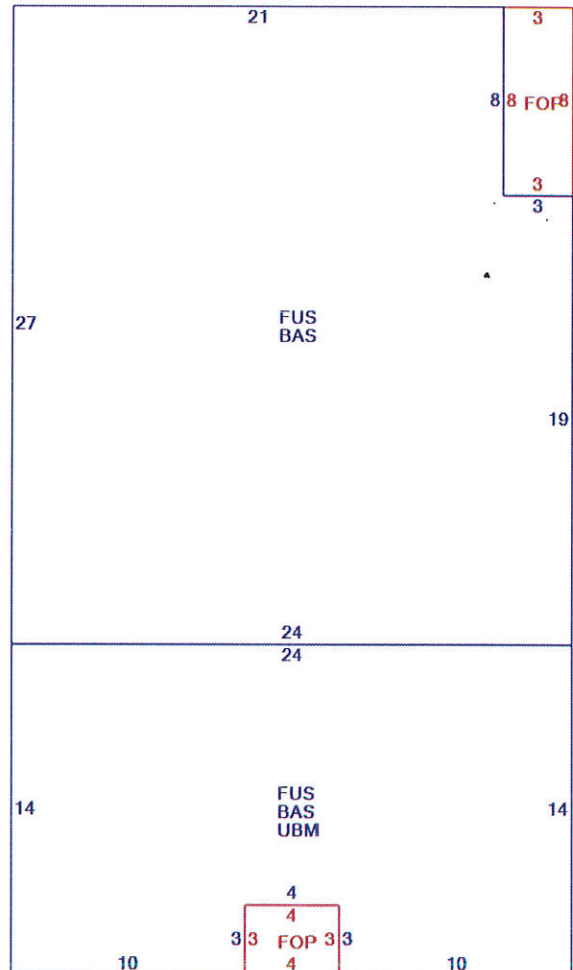
Building Attributes : Bldg 2 of 2	
Field	Description
Style:	Conventional
Model	Residential
Grade:	Average
Stories:	2 Stories
Occupancy	1
Exterior Wall	Clapboard
Exterior Wall	
Roof Structure:	Gable/Hip
Roof Cover	Asph/F GlS/Cmp
Interior Wall	Drywall/Sheet
Interior Wall	
Interior Flr	Vinyl/Asphalt
Interior Flr	
Heat Fuel	Electric
Heat Type:	Electr Basebrd
AC Type:	None
Total Bedrooms:	2 Bedrooms
Total Bthrms:	2
Total Half Baths:	2
Total Xtra Fixtrs:	
Total Rooms:	4 Rooms
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Photo**



(<https://images.vgsi.com/photos/NewburyportMAPphotos/A0019\DSC03526>)

**Building Layout**



(ParcelSketch.ashx?pid=2196&bid=2286)

Code	Description	Gross Area	Living Area
BAS	First Floor	948	948
FUS	Upper Story, Finished	948	948
FOP	Porch, Open	36	0
UBM	Basement, Unfinished	324	0
		2,256	1,896

### Extra Features

Extra Features				Legend
Code	Description	Size	Value	Bldg #
FPL3	FIREPLACE 2 ST	3.00 UNITS	\$3,500	1
FPO	EXTRA FPL OPEN	2.00 UNITS	\$800	1

### Land

#### Land Use

Use Code 1090  
Description MULTI HSES MDL-01

#### Land Line Valuation

Size (Acres) 0.48  
Depth 0  
Assessed Value \$472,300

### Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
WDK	WOOD DECK			144.00 S.F.	\$1,400	1

### Valuation History

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$571,600	\$410,800	\$982,400
2022	\$730,900	\$342,300	\$1,073,200
2021	\$624,200	\$311,300	\$935,500



State Tax Form 290  
 Certificate: 2127  
 Issuance Date: 11/14/2024

MUNICIPAL LIEN CERTIFICATE  
 City of Newburyport | PROD  
 COMMONWEALTH OF MASSACHUSETTS

Requested by REGNANTE STERIO LLP

DESCRIPTION OF PROPERTY

Parcel ID: 037-013-000

209 HIGH ST

209 HIGH STREET LLC  
 209 HIGH ST  
 NEWBURYPORT MA 01950

Land area : 20,871 SF  
 Land Value : 472,300  
 Impr Value : 591,500  
 Land Use : 0  
 Exemptions : 0  
 Taxable Value: 1,063,800

Deed date: 06/16/2022 Book/Page: 41007/0448  
 Class: 1090-RESIDNTL

FISCAL YEAR	2025	2024	2023
DESCRIPTION			
CPA SURCHARGE	\$96.09	\$192.18	\$189.54
REAL ESTATE TAX REVENUE	\$5,303.05	\$10,606.09	\$10,550.98
TOTAL BILLED:	\$5,399.14	\$10,798.27	\$10,740.52
Charges/Fees	\$0.00	\$37.00	\$0.00
Abatements/Exemptions	\$0.00	\$0.00	\$0.00
Payments/Credits	\$0.00	-\$8,188.45	-\$10,740.52
Interest to 11/14/2024	\$122.18	\$192.20	\$0.00
TOTAL BALANCE DUE:	\$5,521.32	\$2,839.02	\$0.00

NOTE: Actual 2025 taxes not yet issued.

TOTAL TAX INTEREST PER DIEM: \$3.0800

OTHER UNPAID BALANCES:  
 2025 UTILITY BILLING \$318.83

TOTAL OTHER UNPAID BALANCES: \$318.83

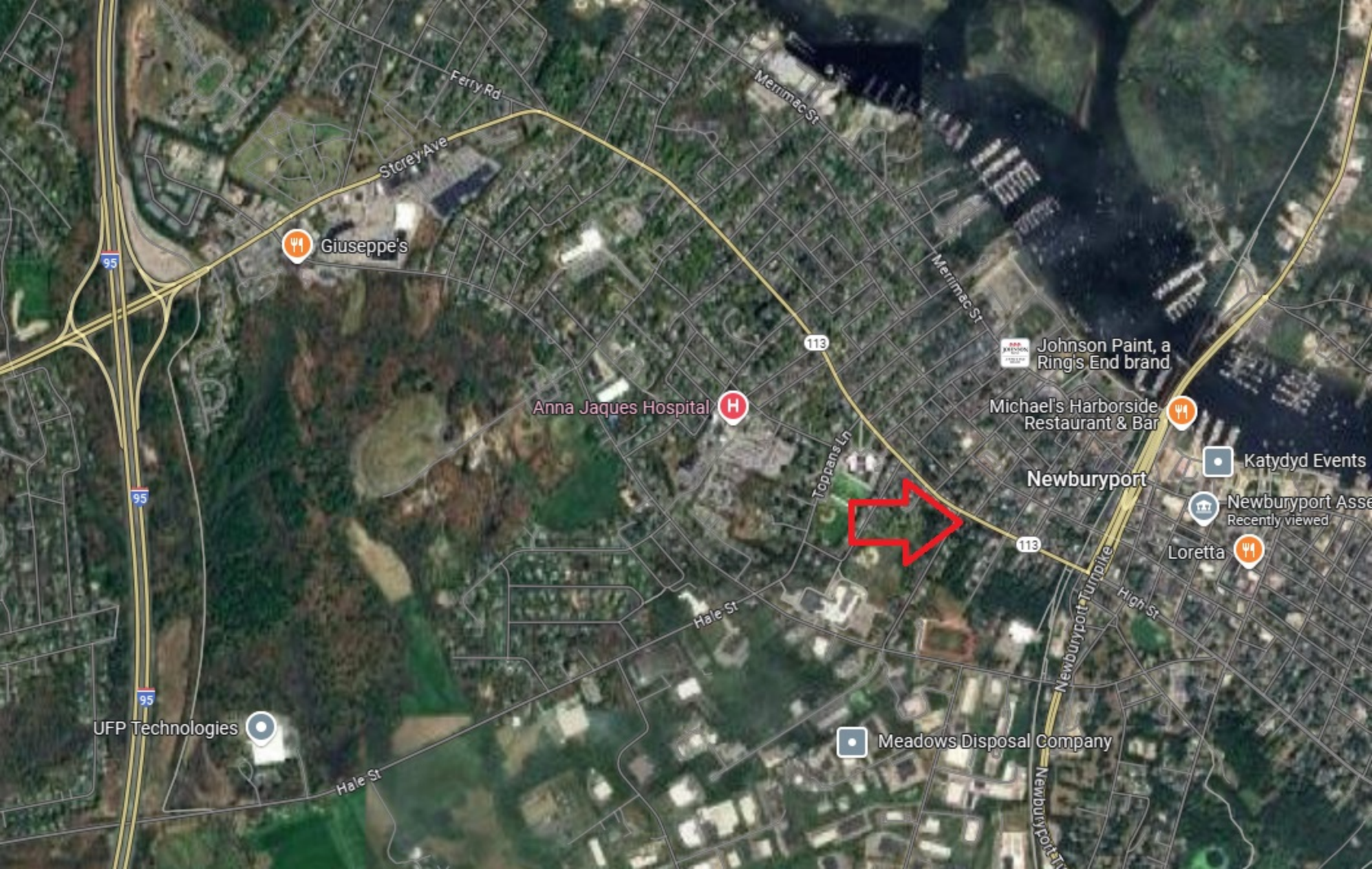
I have no knowledge of any other lien outstanding. TAX TITLE LIEN PAY-OFF AMOUNTS must be obtained from the Tax Collector's office at 978-465-4415, additional fees may apply for BETTERMENT or TAX DEFERRAL. PENDING FINAL WATER & SEWER READING: It is suggested that you contact the WATER/SEWER department at 978-465-4420 for current information.



JULIE LANGUIRAND  
 TREASURER/COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE





Giuseppe's

Anna Jaques Hospital

Johnson Paint, a Ring's End brand

Michael's Harborside Restaurant & Bar

Newburyport

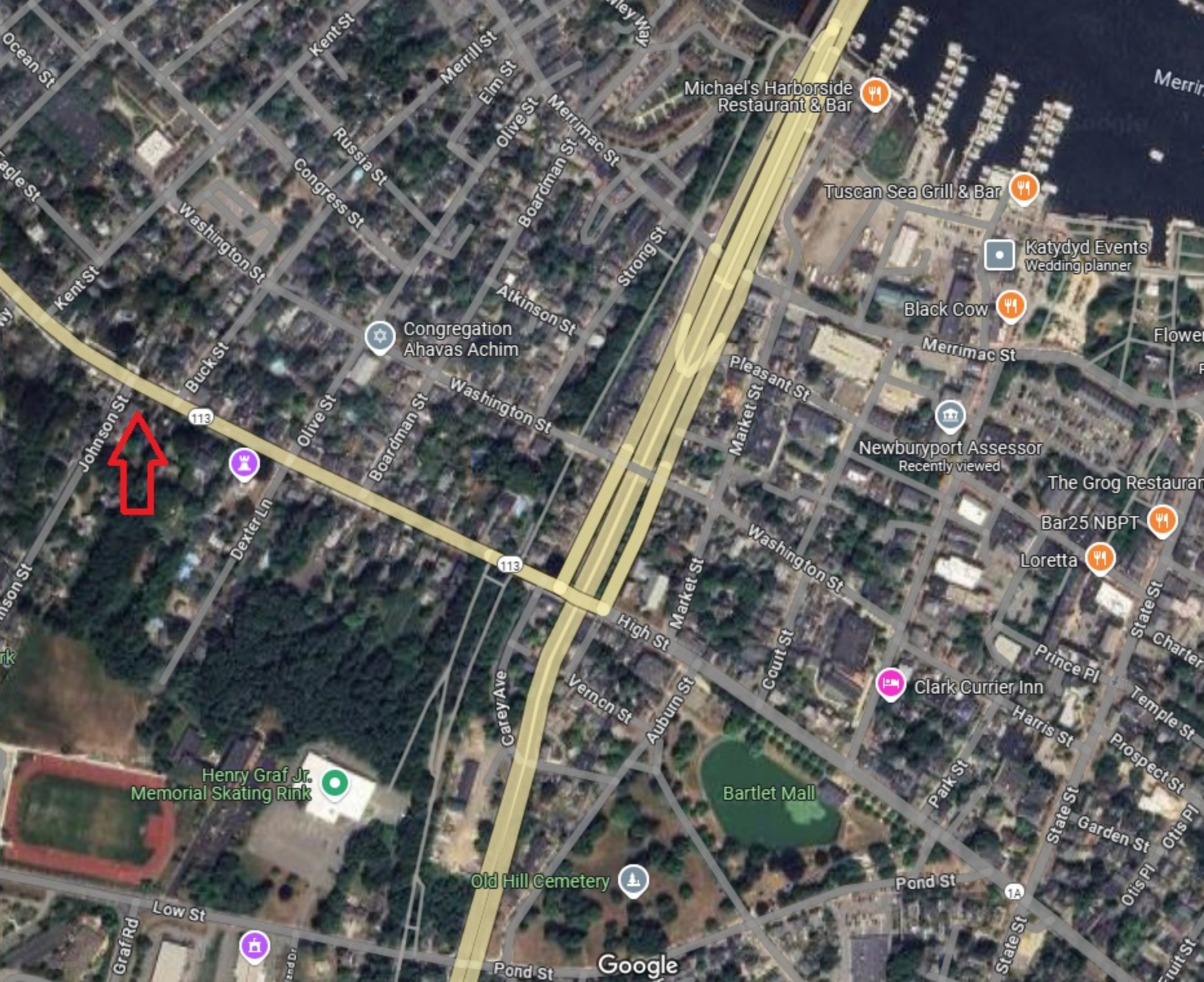
Loretta

UFP Technologies

Meadows Disposal Company

Katydyd Events

Newburyport Asses  
Recently viewed



Michael's Harborside Restaurant & Bar

Tuscan Sea Grill & Bar

Katydyd Events  
Wedding planner

Black Cow

Congregation  
Ahavas Achim

Merrimac St

Newburyport Assessor  
Recently viewed

The Grog Restaurant

Bar25 NBPT

Loretta

Clark Currier Inn

Henry Graf Jr.  
Memorial Skating Rink

Bartlet Mall

Old Hill Cemetery

Google



Johnson Street

113

Buck

# Regnante Sterio LLP

Attorneys at Law  
Edgewater Office Park  
401 Edgewater Place, Suite 630  
Wakefield, Massachusetts 01880-6210

**Paul G. Crochiere**

Direct Dial: (781) 486-6222  
e-mail: [pcrochiere@regnante.com](mailto:pcrochiere@regnante.com)

## MORTGAGEE'S FORECLOSURE SALE

209 HIGH STREET  
NEWBURYPORT, MASSACHUSETTS  
DECEMBER \_\_, 2024

### Index of Documents Available for Inspection by Qualified Bidders

1. Mortgagee's Notice of Sale of Real Estate;
2. Additional Terms of Mortgagee's Sale;
3. Memorandum of Foreclosure Sale;
4. Municipal Lien Certificate;
5. Property Transfer Lead Paint Notification Form

THE INFORMATION AND DOCUMENTATION HEREIN CONTAINED IS FOR INFORMATIONAL PURPOSES ONLY, AND NO REPRESENTATION AS TO ITS TRUTH OR ACCURACY IS MADE. ALL OF THE INFORMATION AND DOCUMENTATION PROVIDED HEREIN HAS BEEN COMPILED FROM PUBLIC RECORDS AND/OR OBTAINED FROM THIRD PARTIES AND THE READER SHOULD MAKE AND DRAW HIS/HER OWN CONCLUSIONS AS TO ITS RELIABILITY AND RELEVANCY.

Buyer: \_\_\_\_\_ (the "BUYER")

Buyer's Social Security Number or Tax Identification No. \_\_\_\_\_

Buyer's Address: \_\_\_\_\_

Purchase Price: \_\_\_\_\_

\_\_\_\_\_  
(the "PURCHASE PRICE")

MEMORANDUM OF FORECLOSURE SALE

209 HIGH STREET  
NEWBURYPORT, MASSACHUSETTS

1. This Agreement, dated this 17<sup>th</sup> day of December, 2024, is by and between NEWBURYPORT FIVE CENTS SAVINGS BANK, with a usual place of business at 63 State Street, Newburyport, Massachusetts (the "SELLER"), holder of a Mortgage given by 209 HIGH STREET LLC to NEWBURYPORT FIVE CENTS SAVINGS BANK,, dated June 15, 2022, and recorded with the Essex South District Registry of Deeds in Book 41007, Page 451 (the "Mortgage"), and the BUYER.
2. The BUYER hereby acknowledges that it has this day purchased at public auction conducted by Paul McInnis, LLC, upon the terms and conditions hereinafter set forth, the interest of the SELLER in certain property located at 209 High Street, Newburyport, Massachusetts, more particularly described in the "Mortgagee's Notice of Sale of Real Estate," a copy of which is attached hereto (the "Premises").
3. The Premises shall be conveyed by a good and sufficient foreclosure deed (without covenants or warranties) running to the BUYER.

4. The Premises will be sold subject to and with the benefit of, among other things, all easements, restrictions, reservations and conditions of record and subject to all leaseholds, tenancies and/or rights of parties in possession, including rights or claims in improvements and personal property now located on the Premises and installed by current or former owners or occupants, outstanding tax titles, municipal or other public taxes, assessments, liens, or claims in the nature of liens, and existing encumbrances of record with priority over the Mortgage or to which the Mortgagee has of record been subordinated.

5. The BUYER shall pay the costs of all documents required to be recorded or needed to complete this transaction, as well as all costs of recording and documentary stamps.

6. The BUYER has this day purchased the Premises for the PURCHASE PRICE, of which TWENTY-FIVE THOUSAND AND 00/100 (\$25,000.00) DOLLARS has been paid as a deposit. The balance shall be paid in cashier's check with no intervening endorsements, or by federally wired funds, on or before thirty (30) days after the date of sale to the SELLER and shall be delivered to the law firm of Regnante Sterio LLP, 401 Edgewater Place, Suite 630, Wakefield, Massachusetts 01880. Upon receipt of such balance, Regnante Sterio LLP shall release the full purchase price to the SELLER and the foreclosure deed shall be delivered to the BUYER.

7. Time is of the essence of this Agreement.

8. The acceptance of the foreclosure deed by the BUYER shall be deemed to be a full performance and discharge of every agreement and obligation of the SELLER.

9. If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be forfeited by the BUYER and retained by the SELLER. It is the specific intention of the parties that, in addition to said retention of the deposit, the SELLER shall be entitled to all remedies at law and in equity for any default by the BUYER under this Agreement, including, without



limitation, the right to demand specific performance of the BUYER's obligations hereunder and the right to require the BUYER to pay the SELLER for all losses and expenses incurred by the SELLER as a result of the BUYER's non-performance, including, without limitation, reasonable attorneys' fees incurred by the SELLER in conducting another foreclosure sale of the Premises, and for the difference between the amount of the BUYER's bid for the property at the foreclosure sale and the amount for which the Premises are sold to the second highest bidder or at any subsequent foreclosure sale, if the subsequent bid is lower than the BUYER's bid.

10. The BUYER acknowledges that the BUYER has not been influenced by the SELLER or the SELLER'S agent to enter into this transaction, nor has it relied upon any warranty or representation, expressed or implied, not set forth in this Agreement or in the legal advertisements of this sale. Specifically, the BUYER acknowledges that the SELLER has made no representation or warranty concerning the compliance of the Premises with any and all building, subdivision, zoning, sanitary, environmental, usage or other local, state or federal laws, ordinances or regulations which may affect the BUYER's use and/or enjoyment of the Premises. Moreover, the BUYER acknowledges that the SELLER has made no representation or warranty as to the state of title, utilities, or the condition or permitted use of the Premises. Any improvements on the Premises are sold "AS IS, WHERE IS," with no warranties, expressed or implied.

11. No adjustment shall be made for real estate taxes or payments due in lieu thereof, assessments, or other municipal charges, rental payments, liens or claims in the nature of liens, as the successful bidder shall take the Premises subject to all taxes, charges, assessments and liens due up to the date of delivery and recording of the foreclosure deed.

12. BUYER acknowledges receipt of a copy of the Property Transfer Lead Paint Notification as provided by the Department of Public Health pursuant to the Massachusetts Lead Law. The BUYER acknowledges that he or she will not have the opportunity to have a lead contamination inspection conducted prior to the sale.

13. The BUYER shall be responsible for compliance with M.G.L. Chapter 148, Sections 26E, 26F and 26F ½, regarding the installation of smoke detectors and Carbon Monoxide Detectors in residential buildings or structures.

14. The SELLER makes no representation as to security deposits or last month's rents, if any, collected for the Premises, and the BUYER shall assume all risk for these matters, to the extent applicable.

15. If the SELLER is unable to convey good record title to the BUYER and/or perform its obligations hereunder for any reason, the SELLER's sole responsibility shall be the return of any deposit paid, and the BUYER shall have no other recourse or remedy against the SELLER, either at law or in equity.

16. This Agreement is executed in multiple counterparts and is to be construed as a Massachusetts contract, to take effect as a sealed instrument, and sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified, or amended only by a written instrument executed by the SELLER and the BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several.

NOTHING CONTAINED IN THE MATERIALS ATTACHED OR IN ANY OTHER MATERIALS FURNISHED IN CONNECTION WITH THIS FORECLOSURE SALE CONSTITUTES A REPRESENTATION, WARRANTY OR LEGAL OPINION OF THE AUCTIONEER, THE FORECLOSING MORTGAGEE OR ITS ATTORNEYS OF THE ACCURACY OR COMPLETENESS OF ANY INFORMATION THEREIN, AND THE FORECLOSING MORTGAGEE, ITS ATTORNEYS AND THE AUCTIONEER EXPRESSLY DISCLAIM ANY RESPONSIBILITY THEREFOR. THE FORECLOSING MORTGAGEE, ITS ATTORNEYS AND THE AUCTIONEER SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LOSS, COST OR DAMAGE ARISING THEREFROM.

Witness to all:

\_\_\_\_\_

NEWBURYPORT FIVE CENTS SAVINGS  
BANK

("Seller")

By \_\_\_\_\_  
CHRISTOPHER LIPPERT,  
Senior Vice President

\_\_\_\_\_  
("Buyer")

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

Time of Execution: \_\_\_\_\_

\_\_\_\_\_  
JUSTIN CONWAY, Auctioneer

ADDITIONAL TERMS OF MORTGAGEE'S SALE OF  
MORTGAGED PREMISES

1. The auctioneer shall prequalify bidders by inspecting their deposit checks and requiring reasonable identification of such bidders.
2. The title to the Mortgaged Premises (as described in the "Mortgagee's Notice of Sale of Real Estate") shall be that which was conveyed by mortgage deed to the Mortgagee and the purchaser shall take title to the Mortgaged Premises by the usual foreclosure deed, without covenants.
3. The successful bidder other than the Mortgagee shall deposit the required deposit with the auctioneer when the auctioneer so requires, properly endorsed if necessary, which deposit shall be forfeited if, after the Mortgaged Premises are sold to him or her, the bidder shall refuse to execute the Memorandum of Foreclosure Sale, or if, after signing, the bidder does not perform the bidder's part of the agreement. In case of forfeiture, the deposit shall become the property of the Mortgagee and such forfeiture by the bidder shall not release the bidder from his or her agreement, and the Mortgagee shall be entitled to all remedies at law or in equity for any default by the bidder under the agreement, including, without limitation, the right to demand specific performance and the right to require the bidder to pay the Mortgagee for all losses and expenses incurred by the Mortgagee as a result of bidder's non-performance, including, without limitation, reasonable attorney's fees, in conducting another foreclosure sale of the Mortgaged Premises, and for the difference between the amount of the bidder's bid at the foreclosure sale and the amount for which the Mortgaged Premises are sold to the second highest bidder or at any subsequent foreclosure sale if the subsequent bid is lower than the bidder's bid. No interest shall be paid on said deposit or any funds held hereunder pending delivery of the foreclosure deed.
4. The balance of the purchase price shall be paid within thirty (30) days after the date of sale to the law firm of Regnante Sterio LLP, attorneys for the Mortgagee. Upon receipt of the balance of the purchase price, Regnante Sterio LLP shall release the full purchase price to the Mortgagee and shall deliver the foreclosure deed to the buyer at the offices of Regnante Sterio LLP, 401 Edgewater Place, Suite 630, Wakefield, Massachusetts 01880, provided that the day of delivery of the full purchase price is one on which the Essex South District Registry of Deeds is open for business, and if not, then on the next day on which such Registry is open for business. Time is of the essence of this Agreement.
5. No adjustment shall be made for real estate taxes or payments due in lieu thereof, assessments, or other municipal charges, rental payments, liens or claims in the nature of liens, as the successful bidder shall take the property subject to all taxes, charges, assessments and liens due up to the date of delivery of the foreclosure deed. A copy of the Municipal Lien Certificate is available for review.
6. The successful bidder shall pay the costs of all documents required to be recorded or needed to complete this transaction, as well as all costs of recording and documentary stamps.

7. The successful bidder shall be responsible for compliance with M.G.L. Chapter 148, Sections 26E, 26F and 26F ½, regarding the installation of smoke detectors and carbon monoxide detectors in residential buildings or structures.
8. In the event that the successful bidder at the foreclosure sale shall default in purchasing the Mortgaged Premises according to the terms of this Notice of Sale and/or the terms of the Memorandum of Foreclosure Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the second highest bidder at the amount of the second highest bid.
9. A copy of the Property Transfer Lead Paint Notification as provided by the Department of Public Health pursuant to the Massachusetts Lead Law is attached hereto. The successful bidder shall not have the opportunity to have a lead contamination inspection conducted prior to the sale.



# The Commonwealth of Massachusetts

Executive Office of Health and Human Services

Department of Public Health

Bureau of Environmental Health

250 Washington Street, 7<sup>th</sup> Floor

Boston, MA 02108

(800) 532-9571 / (617)-624-5757

## CHILDHOOD LEAD POISONING PREVENTION PROGRAM (CLPPP) PROPERTY TRANSFER LEAD PAINT NOTIFICATION

Under Massachusetts and federal law, this notification package must be given to prospective purchasers of homes built before 1978. This package must be given in full to meet state and federal requirements. It may be copied, as long as the type size is not made smaller. Every seller and any real estate agent involved in the sale must give this package before the signing of a purchase and sale agreement, a lease with an option to purchase, or, under state law, a memorandum of agreement used in foreclosure sales. Sellers and agents must also tell the prospective purchaser any information they know about lead in the home. They must also give a copy of any lead inspection report, risk assessment report, Letter of Compliance or Letter of Interim Control. **This package is for compliance with both state and federal lead notification requirements.**

Real estate agents must also tell prospective purchasers that under the state Lead Law, a new owner of a home built before 1978 in which a child under six will live or continue to live must have it either delead or brought under interim control within 90 days of taking title. This package includes a check list to certify that the prospective purchaser has been fully notified by the real estate agent. This certification should be filled out and signed by the prospective purchaser before the signing of a purchase and sale agreement, a lease with an option to purchase or a memorandum of agreement used in a foreclosure sale. It should be kept in the real estate agent's files. After getting notice, the prospective purchaser has at least 10 days, or longer if agreed to by the seller and buyer, to have a lead inspection or risk assessment if he or she chooses to have one, except in cases of foreclosure sales. There is no requirement for a lead inspection or risk assessment before a sale. A list of private lead inspectors and risk assessors licensed by the Department of Public Health is attached and can also be found on the Childhood Lead Poisoning Prevention Program's website at [www.mass.gov/dph/clppp](http://www.mass.gov/dph/clppp).

Sellers and real estate agents who do not meet these requirements can face a civil penalty of up to \$1,000 under state law; a civil penalty of up to \$10,000 and possible criminal sanctions under federal law, as well as liability for resulting damages. In addition, a real estate agent who fails to meet these requirements may be liable under the Massachusetts Consumer Protection Act.

The property transfer notification program began in 1988 and has been very successful. It provides information you need to protect your child, or your tenants' child, from lead poisoning. Massachusetts has a tax credit of up to \$1,500 for each unit delead. There are also a number of grants and no-interest or low-interest loans available for deleading. It's up to you to do your part toward ending lead poisoning.

**PLEASE TAKE THE TIME TO READ THIS DOCUMENT. LEAD POISONING IS THE NATION'S LEADING ENVIRONMENTAL HAZARD AFFECTING CHILDREN. DON'T GAMBLE WITH YOUR CHILD'S FUTURE.**

### **What is lead poisoning? How do children become lead poisoned?**

Lead poisoning is caused by exposure to lead in the environment. It is most dangerous for children under six years old. In young children, too much lead in the body can cause permanent harm to the brain, kidneys, nervous system and red blood cells. Even at low levels, lead in children's bodies can slow growth and cause learning and behavioral problems. The main way children get lead poisoned is by swallowing lead paint dust. They do not have to chew on leaded surfaces or eat paint chips to become poisoned. Most childhood lead poisoning is caused by children's normal behavior of putting their hands or other things, such as toys, in their mouths. If their hands or these objects have touched lead dust, this may add lead to their bodies. Children can also be exposed to lead from such other sources as lead-contaminated soil or water, but these sources alone rarely cause lead poisoning. Lead can be found in soil near old, lead-painted houses. If children play in bare, leaded soil, or eat vegetables or fruit grown in such soil, or if leaded soil is tracked into the home and gets on children's hands or toys, lead may enter their bodies.

### **What are the symptoms of lead poisoning? How is it detected?**

Most lead poisoned children have no special symptoms. The only way to find out if a child is lead poisoned is to have his or her blood tested. The Massachusetts Lead Law requires all children between 9 months and 3 years old to be screened annually for lead, and again at age 4 if living in a high-risk community. If your child has been exposed to lead, or if you do not know if your child under age six has been screened for lead, ask your child's doctor, other health care provider or your local board of health for a simple screening test of your child.

### **What is the treatment for lead poisoning?**

Treatment of a lead poisoned child starts with finding and removing the lead hazards to which the child is exposed. This will include a lead inspection of the child's home, and if lead hazards are identified, deleading of the home. Medical treatment depends on the child's blood lead level and the child's response to the removal of the lead source. Parents will be taught about protecting their child from lead exposure. They will need to watch the child's progress through frequent blood tests. If necessary, the child may receive special drugs to help rid his body of excess lead. With this treatment, drugs are given daily for as long as several weeks. Sometimes this must be done more than once. A child who has been lead poisoned will need a lot of blood tests for a year or more. He or she should be tested for learning problems before starting school.

### **Are children under six years old the only ones at risk of lead poisoning?**

No. Young children are usually more easily and seriously poisoned than older children or adults, but lead is harmful to everyone. Lead in the body of a pregnant woman can hurt her baby before birth. Older children and adults who live in older housing with lead paint hazards may become exposed to lead and could potentially develop lead poisoning through home renovation. Most lead poisoning in adults is caused by work-related exposure or home renovation. Even hobby supplies, such as stained glass, bullets and fishing sinkers, can expose people to lead. Lead poisoning in adults can cause high blood pressure, problems having children for both men and women, digestive problems, nerve disorders, memory loss and problems concentrating, and muscle and joint pain. Adults who have any of these symptoms and who have been exposed to lead should consider being screened for lead. Those who are regularly exposed to lead through their work are required by law to have their blood tested once a year for lead.

### **What are the dangers of lead paint in homes, and when was it used?**

Lead paint in homes causes almost all childhood lead poisoning. Lead is so harmful that even a small amount of fine lead dust that cannot be seen can poison a child. Lead paint covered by layers of nonleaded paint can still poison children, especially when it is disturbed, such as through normal wear and tear, or home repair work. When such lead paint is on moving surfaces, such as windows, fine lead dust is released through normal use. This dust settles, where it can be easily picked up on children's toys and fingers. Household paint with poisonous (now illegal) levels of lead was in use in Massachusetts from the 1690s until 1978. In 1978, the U.S. government banned lead from house paint. Lead can be found in all types of pre-1978 homes: homes in cities, suburbs or the countryside; private housing and state or federal public housing; single-family and multi-family homes. The older the house, the more likely it is to contain lead paint. The older the paint, the higher the likely lead content.

### **Can routine home repairs cause lead poisoning?**

There can be a danger of lead poisoning whenever painted surfaces inside or outside the home are scraped for repainting, or woodwork is stripped or removed, or windows or walls are removed. This is because lead paint is found in almost all Massachusetts homes built before 1978, and so many of Massachusetts' homes are old. Do not use power sanders, propane torches or heat guns to remove leaded paint, as these methods create a lot of lead dust and fumes. Temporarily move your family (especially children and pregnant women) out of the home while the work is being done and cleaned up, or at a minimum, tape up plastic sheets to completely seal off the work area. Get a lead inspection done, so that you will know which surfaces have lead paint and need extra care when preparing for and doing home repair work, and during cleanup afterwards. Do not do repairs in older homes without learning about safe ways to do the work to reduce the danger of lead dust. Hundreds of cases of childhood and adult lead poisoning result each year from do-it-yourself home projects.

### **How does the owner of a home built before 1978 in which a child under six years old lives meet the requirements of the Massachusetts Lead Law?**

The first step is to have a lead inspection or risk assessment done. A licensed lead inspector will test the surfaces of the home for lead and give the owner a written report that states where there is lead in amounts considered a violation by state law, and record any lead hazards that must be corrected. A risk assessor, who is a specially licensed lead inspector, will do a lead inspection plus a risk assessment, during which he or she checks the home for the most serious lead hazards that must be fixed for interim control. (See question about interim control, below.) Only a licensed deleader may do high-risk work, such as removing lead paint or repairing chipping and peeling lead paint. Either a deleader, the owner or someone who works for the owner (an agent) can do certain other deleading and interim control tasks. (See next question.) An owner or agent must get special training to perform the deleading tasks they may do. After the work is done, the lead inspector or risk assessor returns to check the home. He or she may take dust samples to test for lead and makes sure the home has been properly cleaned up. If everything is fine, he or she gives the owner a Letter of Compliance or a Letter of Interim Control. After getting one of these letters, the owner must take reasonable care of the property, mainly by making sure there is no peeling lead paint.



### **Can I do some of the deleading myself?**

In Massachusetts, the owner or someone who works for the owner (an agent) can do certain deleading activities. These include covering surfaces with certain materials; removing certain building parts; capping baseboards; installing vinyl siding on the exterior, and applying encapsulants. Encapsulants are special liquid coatings made to be long-lasting barriers over lead paint. Before any of these deleading tasks are done, the owner must first have a lead inspection done and whoever is going to do the work must get special training. Contact CLPPP for information about this training. In addition, owners or their agents can perform structural repairs and lead dust cleaning for interim control. Before doing this work, owners and agents should get and read CLPPP's interim control booklet.

### **Is there financial help for deleading?**

There is a state income tax credit of up to \$1,500 per unit for full deleading. A credit of up to \$500 per unit is available for interim control work that also contributes to full deleading. There are also grants and no-interest, deferred loans, or low-interest loans available to eligible property owners. These funds are available through the U.S. Department of Housing and Urban Development, the Massachusetts Executive Office of Communities and Development, the Massachusetts Housing Finance Authority, local city and town community development planning departments, and banks.

### **Does deleading improve the value of my property?**

Many homeowners have found that the benefits of deleading are not unlike the benefits of other home improvement projects. Replacement windows and doors can save the homeowner money because they are more energy efficient. Having a legally delead home, whether it is a single-family or multi-family, owner-occupied or rental unit, can make it easier to sell or rent, often at a better price.

### **What surfaces must be delead for full compliance with the Massachusetts Lead Law?**

Owners of homes built before 1978 where children under six years of age live must have the following lead hazards corrected to get a Letter of Compliance:

- \* any peeling, chipping or flaking lead paint, plaster or putty;
- \* intact lead paint, other coating or putty on moveable parts of windows with sills five feet or less from the floor or ground and those surfaces that come in contact with moveable parts;
- \* intact lead paint or other coating on "accessible mouthable surfaces." These surfaces generally include woodwork, such as doors, door jambs, stairs and stair rails, and window casings.

### **What is interim control?**

Interim control is a set of temporary measures that property owners can take to correct urgent lead hazards, especially peeling or chipping lead paint and lead dust. These steps protect residents from lead poisoning until the home is fully delead. Homes in good condition may need little or no work to get interim control status. Owners then have up to two years before they have to fully delead the home. For that period, they are protected from strict liability under the state Lead Law should a child become lead poisoned in the home, as long as the home is maintained and the conditions for interim control are met. In addition to the repair of peeling and chipping lead paint and the cleaning of lead dust, other work may be necessary for interim control. This includes fixing water leaks or other damage that makes lead paint peel and chip; making window wells smooth and easy to clean; making windows work properly and deleading any badly chipping and peeling lead-painted surfaces.

Property owners interested in interim control must hire a licensed risk assessor. He or she will then decide what work, if any, needs to be done to get a Letter of Interim Control. The original Letter of Interim Control is good for one year. The property owner can have the home reinspected before the end of that year, and if all conditions are met, the home can be recertified for another year. By the end of the second year, the home must be delead, if a child under six still lives there, for the owner to remain free of strict liability.

### **Does my family have to be out of the house during deleading or interim control work?**

Residents must be out of the house for the entire time that a deleader is doing deleading work inside a home, and for some of the deleading work by owners and their agents. Residents may stay at home, but out of the work area, while a deleader, property owner or owner's agent without a deleader's license does certain other deleading tasks, or such interim control work as structural repairs or lead dust cleaning. Residents who have been out of the house may not return until the deleading work that made it necessary for them to leave is complete, the home is cleaned up, and a lead inspector or risk assessor has checked and found this work has been properly done and dust samples have passed. For complete details, contact CLPPP.

### **Are there any exemptions to the Massachusetts Lead Law?**

The Lead Law applies only to homes built before 1978 in which a child under six lives. Any home or apartment having fewer than 250 square feet of living space, or which is in a rooming house, is exempt, as long as no child under age six is living there. Finally, homes rented for 31 days or less for vacation or recreational purposes are also exempt, as long as there is no chipping or peeling lead paint in the home and the renter has received the Short-Term Vacation Rental Notification.

### **What are the requirements of the state Lead Law if there is a lease with an option to buy?**

When there is a lease with an option to buy a home built before 1978 in effect, the owner of the property must have it delead or brought under interim control if a child under six lives there. If the tenant with an option to buy such a home proceeds to purchase it, he or she becomes responsible for meeting the requirements of the Lead Law if a child under six lives there after the purchase.

### **How can I find out about how lead inspections, risk assessments and deleading should be done?**

All lead inspections, risk assessments and deleading must be done according to the Regulations for Lead Poisoning Prevention and Control, 105 Code of Massachusetts Regulations 460.000 and the Deleading Regulations, 454 CMR 22.00. For full information, homeowners may get these regulations at the State House Book Store, State House, Boston, MA 02133. The phone number is (617) 727-2834.

Lead inspectors and risk assessors licensed by the Department of Public Health have been trained and are experienced in using the state-approved methods for testing for lead paint. These methods are the following: use of a solution of sodium sulfide, a portable x-ray fluorescence machine or lab tests of paint samples removed from the home. Deleaders licensed by the Department of Labor and Workforce Development have been trained to use safe methods to prepare for and do deleading work, and clean up afterwards. They may delead using any of the following methods: removing paint, removing building parts, covering and encapsulating. When removing paint, they cannot use certain very dangerous methods, such as open flame burning, dry abrasive blasting or power sanding without a special vacuum attachment.

### **How do I get a lead inspection or risk assessment?**

Included as part of this notification package is a listing of private licensed lead inspectors organized alphabetically, and private licensed risk assessors, similarly organized. Ask to see the inspector or risk assessor's license, to make sure it is current. You should arrange for the inspection or risk assessment as quickly as possible after deciding you want one. If you do have an inspection or risk assessment, you must give the seller a copy of the report.

### **What is the best time to delead or undertake interim control?**

The best time to delead a home or bring it under interim control is when the home is vacant, so that residents will not be exposed to lead and household furnishings will not be contaminated with lead. In addition, it often is efficient, and reduces costs, to combine deleading with other repair work being done to a vacant home.

### **What is a Letter of Compliance and a Letter of Interim Control?**

Under the state Lead Law, a Letter of Compliance is a legal letter that says either that there are no lead paint hazards or that the home has been delead. The letter is signed and dated by a licensed lead inspector. A Letter of Interim Control is a legal letter that says work necessary to make a home temporarily safe from lead hazards has been done. It is signed and dated by a licensed risk assessor. A Letter of Interim Control is good for one year, but can be renewed for one more year. The owner must fully delead the home and get a Letter of Compliance by the end of the second year if a child under six still lives there. The Lead Law does not require the removal of all lead paint from a home. An owner who gets a Letter of Compliance or Letter of Interim Control must take reasonable care to keep up the home, mainly by making sure there is no chipping or peeling lead paint. If an owner fails to take reasonable steps to maintain the home, he or she may become liable for damages to a child lead poisoned as a result of the owner's breach of that duty of reasonable care.

## **RENTAL PROPERTY INFORMATION**

### **What liability do rental property owners have if they don't comply with the state Lead Law?**

If a property owner of a home built before 1978 in which a child under six lives fails to delead or bring the home under interim control, and a child is lead poisoned as a result, the property owner is strictly liable for all damages. An owner is not strictly liable for lead poisoning if a Letter of Compliance or Letter of Interim Control is in effect. Strict liability means owners may be liable even if they did not know lead paint was in the home. Since harm to the kidneys and blood cells, delays in growth, learning disabilities and emotional and behavioral disturbances resulting from lead poisoning can have life-long effects, monetary damages awarded against an owner responsible for a child's lead poisoning can be substantial. Failing to delead or bring under interim control a home to which the Lead Law applies is also an emergency public health matter, and can carry criminal penalties. An owner who is notified by a public agency of Lead Law violation in a property he or she owns, and who willfully fails to correct the dangerous conditions, is also subject to punitive damages, which are three times the actual damages found. These provisions are in addition to any other legal rights the lead-poisoned child may have.

### **Can I avoid state Lead Law requirements by not renting to a family with children under six?**

The Massachusetts Lead Law makes it illegal to refuse to rent to families with children under six, or evicting or refusing to renew the lease of families with children under six, because of lead paint. Discrimination against families with young children is also a violation of the U.S. Fair Housing Act and the Massachusetts anti-discrimination statute. Parents cannot waive the rights of their children to live in lead-safe housing or agree to assume the risks of lead exposure. Owners who violate these laws face heavy penalties. The Massachusetts Commission Against Discrimination investigates and prosecutes cases of discrimination against families with children because of lead paint.

It is also illegal for lenders to deny financing because a home has lead paint, or because financing could trigger future duties under the Lead Law. This does not restrict the right of a lender to process or deny a mortgage application in accordance with accepted underwriting practices and criteria.

**If I am considering buying a pre-1978 house to rent out, and a child under six lives in one of the apartments, should I have at least that unit and common areas inspected for lead now?**

Yes. If there are children under six living in such an apartment and the apartment does not have a Letter of Compliance or Letter of Interim Control, buyers should find out whether or not the apartment has lead hazards and will have to be brought into compliance with the state Lead Law. This information will be important in deciding whether to buy the property and at what price. As noted above, new owners have 90 days from the date of taking title to have such an apartment delead or brought under interim control. Therefore, they should arrange deleading or interim control work to begin as soon as possible after taking title, to be sure the work is done within 90 days.

**Can a landlord delay a tenancy to bring a home into compliance with the state Lead Law?**

A landlord who will be deleading a home or bringing it under interim control may delay the start of the tenancy up to 30 days. This can be done as long as a lease between the landlord and the new tenant does not exist. During this delay period, the new tenants are responsible for their living expenses. If there is a signed lease, however, the landlord is responsible for temporary housing during relocation necessary for deleading work.

**Must a landlord arrange temporary housing for a tenant while a rental home is being delead?**

Under the state Lead Law, tenants have to be relocated for the time that certain deleading work is taking place inside the home. They may not return until that work is done, the home is cleaned up, and a licensed lead inspector or risk assessor checks and finds it is fine for residents to move back in.

The landlord and tenant are responsible for working out an acceptable plan for alternative housing if it is necessary. The landlord may move the tenant to another place to live, which may be another house, apartment, motel or hotel. The landlord is responsible for paying the tenant's reasonable moving costs and any temporary housing costs over and above the rent of the home being delead. During the time the home is being delead, the tenant remains responsible for paying the normal rent they would pay for this period as their share of the cost of temporary housing. The Lead Law states the temporary housing must not cause undue economic or personal hardship to the tenant.

**What is tenant notification?**

The goal of the federal and state requirements for tenant notification is to help reduce lead poisoning by giving all tenants of homes built before 1978 information about lead in their home. The

program also educates tenants and landlords about the dangers of lead poisoning, its prevention, and the Massachusetts Lead Law. Tenant notification applies to all tenants, whether or not they have a child under six living with them.

Before renting a home, landlords, managing agents or any real estate agent involved in the rental must give new tenants copies of any existing lead forms for the home. These include lead inspection reports, risk assessment reports, a Letter of Compliance (no matter how old) or a Letter of Interim Control. If the landlord or agent does not have any or all of these forms for the home, he or she simply does not give them. In addition, the landlord or agent must give new tenants the Tenant Lead Law Notification. This form addresses lead poisoning, specific prevention tips for parents, the requirements of the Lead Law and an explanation of the lead forms. Attached to the Tenant Lead Law Notification is the Tenant Certification form. This is to be filled out and signed by both the tenant and the landlord or agent. Each party gets a copy to keep. **These forms have been approved to satisfy both state and federal lead notification requirements.** Landlords or agents may choose to include the Tenant Lead Law Notification/Tenant Certification form in a written lease, instead of using a separate form.

Landlords and agents who fail to carry out their tenant notification obligations are liable for all damages caused by their failure to do so, and are subject to a fine of up to \$1,000.

## INSURANCE INFORMATION

### **How can an owner of rental housing in Massachusetts built before 1978 get insurance to cover potential lead liability?**

The answer depends on the number of units that the property owner wishes to insure, and whether the property owner lives in the building for which insurance is sought. An owner-occupant who insures four or fewer units may be covered by homeowners insurance. Generally, the property owner who is not an owner-occupant will need to get commercial liability insurance, as will an owner-occupant who wishes to insure more than four units.

Homeowners insurance may be available from several different sources: the regular, "admitted" market, the FAIR Plan or the "surplus lines" market. The regular, "admitted" market is the usual market for insurance. The FAIR Plan offers homeowners insurance to property owners unable to find coverage in the regular market. The "surplus lines" market is a less regulated, and generally more expensive market. It provides insurance to those who cannot find coverage elsewhere.

Under state Division of Insurance regulations, if an insurer in the regular market decides to write homeowners insurance on rental housing for which a Letter of Compliance or Letter of Interim Control is in effect, the insurer must provide coverage of lead paint liability arising from those premises. **Neither the state Lead Law nor the insurance regulations require a regular market insurer to write liability insurance, including homeowners insurance, on a particular property.** If a Letter of Compliance or Letter of Interim Control is in effect for only part of a property, the coverage for lead liability will extend to only that part of the property. Such insurance will also apply to any common areas covered by the Letter of Compliance or Letter of Interim Control. It will not, however, extend to injuries resulting from gross or willful negligence. The FAIR Plan's coverage of lead liability is subject to the same regulations that apply to the regular market.

An insurer in the regular market, or the FAIR Plan, may ask the property owner to prove that there is a Letter of Compliance or a Letter of Interim Control for the home sought to be insured. Once the proof is provided, coverage for lead liability will apply as of the date of the Letter. If the Fair Plan determines that a given property is eligible for insurance, or if a regular market insurer elects to insure certain premises, either may exclude lead liability coverage on any part of the property it insures to which no Letter of Compliance or Letter of Interim Control applies. If either the Fair Plan or a regular market insurer uses such an exclusion, it must offer the owner of the premises the chance to buy back

the excluded coverage. There is an additional charge for the lead liability "buyback" coverage. The amount of this charge is regulated by the Division of Insurance.

In the surplus lines market, there is no requirement to cover lead liability arising from premises to which a Letter of Compliance or Letter of Interim Control applies. Surplus lines insurers generally exclude coverage of lead liability, do not offer the buyback coverage, and charge higher prices than the regular market.

Since the FAIR Plan does not provide commercial liability insurance, property owners who need to get such coverage (as opposed to homeowners insurance) must get it from either the regular market or the surplus lines market. Commercial liability insurance from the surplus lines market, like homeowners insurance from that market, usually will exclude coverage of lead liability, will not include the buyback option, and will cost more than regular market coverage.

While a regular market insurer can decline to write commercial liability insurance on a given property, once such an insurer decides to write such coverage, it must then insure lead liability arising from any part of the property covered by a Letter of Compliance or Letter of Interim Control. If such an insurer chooses to insure a property, it may exclude coverage of lead liability on any part of the premises for which no Letter of Compliance or Letter of Interim Control is in effect. If such insurer applies such an exclusion, it must offer the property owner the opportunity to buy back the excluded coverage. The lead liability insurance regulations described above as applicable to regular market homeowners insurance also apply to commercial liability insurance from the regular market.

Owners of rental housing should try to get coverage for lead liability, whether they have met the requirements of the Lead Law or not, by seeking regular market coverage through insurance agents, or by contacting direct writing companies that are listed in the telephone directory, before resorting either to the FAIR Plan or the surplus lines market.

#### **If I own and occupy a single-family house, does my homeowners insurance cover lead liability?**

Under the state lead liability insurance regulations, coverage of lead liability cannot be excluded from regular market and FAIR Plan homeowners insurance policies on single-family owner-occupied homes. Instead, lead liability coverage is included in such policies. However, a family member covered by a homeowners policy cannot make a lead liability claim against another family member covered by the same policy. The requirements of the lead liability insurance regulations do not apply to homeowners coverage from the surplus lines market.

#### **How are new owners affected by the lead liability insurance regulations?**

If a buyer of rental housing built before 1978 meets the state Lead Law's requirements and gets a Letter of Compliance or Letter of Interim Control within 90 days after becoming the owner, then, under certain conditions, they will be able to get coverage for lead liability for the period they owned the property before they deleaded or brought it under interim control. This will happen if a regular market insurer chooses to provide liability coverage on the property. Such an insurer is required to provide lead liability coverage to a new owner who obtains a Letter of Compliance or Letter of Interim Control within 90 days after becoming the owner of the property. Such coverage will go back to the time that the new owner took title to the property, unless the liability insurance went into effect some time after the taking of title. In the latter case, the coverage of lead liability will extend back to the time that the liability insurance held by the new owner first went into effect on the premises. The rule for new owner lead liability insurance coverage for the FAIR Plan is the same as for the regular market. These special rules for lead liability insurance for new owners do not apply to insurance from the surplus lines market.

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## What happens next?

That's up to you. At this point, you should be well informed about lead poisoning, the effects of lead hazards in the home, and your responsibilities under the Massachusetts Lead Law. In the past, the Department of Public Health has had to devote its childhood lead poisoning resources to provide services to the thousands of Massachusetts children who were poisoned, as well as to providing services to children whose blood lead levels are elevated, to prevent them from becoming lead poisoned. Between the Department's work and the preventive deleading carried out by property owners, we have been successful at reducing the number of lead poisonings among young children in Massachusetts. All of us at the Department are hopeful that we will continue that partnership, in which the correction of lead hazards in the homes of young children *before* those children are lead poisoned is so important.

## Where can I get more information on lead poisoning?

Massachusetts Department of Public Health  
Childhood Lead Poisoning Prevention Program (CLPPP)  
(For more copies of this form, and full range of  
information on owners' and tenants' rights and  
responsibilities under the state Lead Law, financial help  
for owners, safe renovation work, and soil testing)  
[www.mass.gov/dph/clppp](http://www.mass.gov/dph/clppp)  
(781)-774-6611, 1-800-532-9571

Massachusetts Department of Labor/  
Division of Occupational Safety  
(List of licensed deleaders)  
[www.mass.gov/dos](http://www.mass.gov/dos)  
(617)-626-6962

Massachusetts Housing Finance Agency  
(Get the Lead Out loan program information)  
[www.masshousing.com](http://www.masshousing.com)  
(617)-854-1000

U.S. Environmental Protection Agency  
Region 1 (New England)  
(Information about federal laws on lead)  
<http://www.epa.gov/region1>  
(617)-918-1524

National Lead Information Center  
(lead poisoning information or lead in  
consumer products)  
[www.epa.gov/lead](http://www.epa.gov/lead) or 1-800-424-LEAD

U.S. Consumer Product Safety  
Commission (Info about lead in  
consumer products)  
[www.cpsc.gov](http://www.cpsc.gov) or 1-800-638-2772

**PROPERTY TRANSFER NOTIFICATION CERTIFICATION**

This form is to be signed by the prospective purchaser before signing a purchase and sale agreement or a memorandum of agreement, or by the lessee-prospective purchaser before signing a lease with an option to purchase for residential property built before 1978, for compliance with federal and Massachusetts lead-based paint disclosure requirements.

**Required Federal Lead Warning Statement:**

Every purchaser of any interest in residential 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 (circle documents below).  
Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance
  - (ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's or Lessee Purchaser's Acknowledgment (initial)**

- (c) \_\_\_\_\_ Purchaser or lessee purchaser has received copies of all documents circled above.
- (d) \_\_\_\_\_ Purchaser or lessee purchaser has received no documents.
- (e) \_\_\_\_\_ Purchaser or lessee purchaser has received the Property Transfer Lead Paint Notification.
- (f) \_\_\_\_\_ Purchaser or lessee 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)**

- (g) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under federal and state law for lead-based paint disclosure and notification, and is aware of his/her responsibility to ensure compliance.
- (h) \_\_\_\_\_ Agent has verbally informed purchaser or lessee-purchaser of the possible presence of dangerous levels of lead in paint, plaster, putty or other structural materials and his or her obligation to bring a property into compliance with the Massachusetts Lead Law -- either through full deleading or interim control -- if it was built before 1978 and a child under six years old resides or will reside in the property.

**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

CLPPP Form 94-3, 6/30/94, Rev. 9/02