

<p style="text-align: center;">STATE OF OHIO</p>  <p style="text-align: center;">DEPARTMENT OF NATURAL RESOURCES</p>	<p>SUBJECT: State Residence Program Operations Policy</p>	<p>PAGE <u>1</u> of <u>3</u> PAGES</p>
		<p>POLICY #DNR-ADM-0001</p>
	<p>RULE/CODE REFERENCE: ORC §1501.01 ORC §4101.11</p>	<p>SUPERCEDES: N/A</p>
	<p>PURPOSE: To establish the terms and conditions for which state residential property may be leased.</p>	<p>EFFECTIVE DATE: 09/15/2014</p>
	<p>AUTHORITY: ORC §1501.01 ODNR Director</p>	<p>REVISION DATE: N/A</p>
		<p>APPROVAL AND DATE: <i>9-22-14</i> <i>John Lehner</i></p>

This policy applies to all Ohio Department of Natural Resources (“ODNR”) employees, and in no way supersedes the negotiated language in the applicable collective bargaining agreements.

I. DEFINITIONS:

TERM	DEFINITION
Economic Rate	The cost for maintaining the residence structures, based upon the rationale of setting rental rates that reflect historical and anticipated costs associated with the properties pursuant to ORC 124.15 (D).
Standard Level of Maintenance	Responsibilities shall include, but not limit to the following: a) Maintain property in a safe, clean, and sanitary condition; b) Replace light bulbs (e.g. interior and exterior); c) Replace filters (e.g. furnace, faucet, etc.); d) Replace batteries (e.g. alarm systems, thermostats, smoke/CO detectors, etc.); e) Perform lawn care and landscaping maintenance; f) Perform snow and ice removal; g) Perform interior and exterior window cleaning.

II. POLICY:

1. It is the policy of the Ohio Department of Natural Resources (ODNR) to require a lease not to exceed two (2) years on all residential property which expires at the conclusion of the biennium. Property evaluations shall be completed when deemed necessary. A thirty (30) day advance notice shall be given in the event that the determination is made that use of the property will no longer be maintained as a leased property, at which time the lease will terminate. ODNR will make every effort to provide earlier notice when feasible.
2. This policy shall be administered as follows:
 - 2.1. Completion of the structured uniform move in/move out inspection form (Attachment A) will be utilized by all Divisions and must include comprehensive digital interior and exterior photographs of the property and any out buildings evidencing the inspection.
 - 2.2. A Standard level of maintenance will be performed by the tenant on each residence. If work needs to be done on the residence or if the tenant intends to

complete any remodeling, painting, or other work at his/her own expense, the work request form (Attachment B) will be completed by the resident.

- 2.3. Each residence will be equipped with standard safety equipment and devices such as fire extinguisher, smoke alarm, and if necessary, a CO detector.
- 2.4. Rental rates shall be based on the cost of maintaining the structures in each Division (economic rate). Each Division will be responsible for setting rent payment. Once the rental rate is determined for the next fiscal year, it shall be submitted to Real Estate Services (to process the contract/lease agreement for each rental/residential property) and to General Services (to address administrative and operational aspects of the program).
- 2.5. There will be one standardized lease (Attachment C) for all Divisions which shall include a federally approved pamphlet on lead based paint poisoning prevention.
- 2.6. The use of state equipment for yard and residence maintenance is prohibited on occupied residences.
- 2.7. Non-DNR employees will be allowed to occupy a residence if they are certified peace officer(s) with a local or state agency. Should employment with ODNR or the peace officer's employment with their local, county or state agency cease, the employee and/or the non-DNR peace officer shall vacate the rented residence within thirty (30) days of termination of his/her employment.
- 2.8. Houses will be evaluated on a continuous basis if a security system could be used (i.e., Brinks, ADT) instead of having tenants.
- 2.9. Any employee that has terminated his/her employment with ODNR will vacate a rented residence within 60 days of their termination.
- 2.10. Under no circumstances, shall an employee use his/her State of Ohio payment card to pay for routine maintenance (batteries, furnace filters, etc.).
- 2.11. Prior to finalizing a lease agreement for a new tenant, a New Tenant Information form (Attachment D) shall be completed and submitted to the Director for final approval.
- 2.12. The Director may grant exceptions to this policy for the operational benefit of the ODNR.

3. Violations:

Any violations of this policy may result in disciplinary action being taken against the employee.

III. REFERENCES:

[Disciplinary Policy/Procedure](#)

IV. RESPONSIBILITIES:

POSITION OR OFFICE	RESPONSIBILITIES
Office of Human Resources	A. To process violations of the policy according to the disciplinary process and grid.
Office of General/ Administrative Services	A. To annually review policies for applicability and updates. B. To address all administrative and operational aspects of the program, including coordinating maintenance for all ODNR properties.
Office of Real Estate Services	A. To annually review policies for applicability and updates. B. To process contract/lease agreements for each ODNR rental/residential property.

ODNR Division/Office Supervisors and Managers	<p>A. Consistently and appropriately monitor workforce to ensure compliance with policy.</p> <p>B. Initiate a request to ODNR Human Resources for disciplinary action as soon as they are aware of any policy violation.</p> <p>C. Proactively communicate questions, concerns and issues to the appropriate contact listed below.</p> <p>D. Ensure employees have access to and successfully complete any necessary ELM training in a timely fashion.</p>
Employee	<p>A. Read and comply with policy.</p> <p>B. Proactively communicate questions, concerns and issues to the appropriate contact listed below.</p> <p>C. Complete all associated policy training in a timely fashion.</p>

V. CONTACTS:

SUBJECT	OFFICE	TELEPHONE	EMAIL/URL
Policy Issues	Office of Human Resources/Labor Relations	(614) 265-6899	Policy.Coordinator@dnr.state.oh.us
Administration, Operations, and/or Rental Maintenance Issues	Office of General/Administrative Services	(614) 265-6763	Brad.Armstrong@dnr.state.oh.us
Rental Contract Processing	Office of Real Estate Services	(614) 265-6649	Lynne.Stein@dnr.state.oh.us

Related Department Forms:

- Move In/Move Out Inspection Form (Attachment A)
- Work Request Form (Attachment B)
- ODNR Employee Housing Lease (Attachment C)
- New Tenant Information Form (Attachment D)
- EPA Lead Painting Poisoning Prevention Pamphlet

Attachment A

Move In/Move Out Inspection Form **

Ohio Department of Natural Resources
 Central Office: 2045 Morse Road, Columbus, OH 43229

Property		Resident	
Rental Address	Unit Size	Move-In Inspection Date	Move-Out Inspection Date

Item	Condition		Estimated Cost to Correct
	Move-In	Move-Out	
ENTRANCE/HALLS			
Steps and landings			
Handrails			
Doors			
Hardware/Locks			
Floors/Coverings			
Walls/Coverings			
Ceilings			
Windows/Coverings			
Lighting ¹			
Electrical Outlets			
Closets ²			
Fire alarms/equipment			
LIVING ROOM			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Covering			
Lighting ¹			
Electrical outlets			

**** Submission of this form must include digital photographs that comprehensively document both the interior and exterior of the property to be rented.**

Item	Condition		Estimated Cost to Correct
	Move-In	Move-Out	
DINING ROOM			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Coverings			
Lighting ¹			
Electrical outlets			
KITCHEN			
Range			
Refrigerator			
Sink/Faucets ³			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Coverings			
Lighting ¹			
Electrical outlets			
Cabinets			
Closets/Pantry ²			
Exhaust fan			
Fire alarms/equipment			
BEDROOM(S)			
Doors and locks			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Covering			
Closets ²			
Lighting ¹			
Electrical outlets			

Item	Condition		Estimated Cost to Correct
	Move-In	Move-Out	
BATHROOM(S)			
Sink/Faucets ³			
Shower/Tub ³			
Curtain rack/Door			
Towel rack			
Toilet			
Doors/Locks			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Coverings			
Closets ²			
Cabinets			
Exhaust fan			
Lighting ¹			
Electrical outlets			
Septic System & Level			
OTHER EQUIPMENT			
Heating Equipment			
Air-conditioning unit(s)			
Hot-water heater			
Smoke/Fire alarms			
Thermostat			
Door bell			
Propane Tank Fuel Level			
Oil Tank Fuel Level			
Water Well			
Generator			
BUILDING EXTERIOR			
Roof/Eaves/Soffits			
Windows/awnings			
Siding/Clapboard			
Driveway/Walks/Entries			
Downspouts/Flashing			
Outbuildings/Garages			
TOTAL			
1. Fixtures, Bulbs, Switches, and Timers 2. Floor/Walls/Ceiling, Shelves/Rods, Lighting 3. Water pressure and Hot water			

Move-In

This unit **is in decent, safe and sanitary condition. ** Any **deficiencies that render the residence unsafe or unsanitary will be remedied within 30 days of the date the tenant moves into the unit. These deficiencies are noted above.**

Designated ODNR's Signature

I have inspected the apartment and found **this unit to be in decent, safe and sanitary condition. Any deficiencies are noted above. ** I recognize that I am responsible for keeping the apartment in good condition, with the exception of normal wear. In the event of damage, I agree to pay the cost to restore the apartment to its original condition.

Resident's Signature

Resident's Signature

	By	Date
Prepared	_____	_____
Reviewed	_____	_____
Prepared	_____	_____
Reviewed	_____	_____

Move-Out

Designated ODNR's Signature

___Agree with move-out inspection

___Disagree with move-out inspection

If disagree, list specific items of disagreement.

Resident's Signature

Resident's Signature

	By	Date
Prepared	_____	_____
Reviewed	_____	_____
Prepared	_____	_____
Reviewed	_____	_____

Work Request Form

Please use the Work Request Form below to notify us of any maintenance issues that need to be resolved, including all remodeling, painting, or other work that the tenant may wish to complete on their own and at their own expense.

So that we may better assist you, provide a **detailed description** including the nature of the problem (e.g. "kitchen faucet has steady, slow drip," "AC comes on but is not cooling home"), the **specific location** of the problem (e.g. "upstairs hall bath," "far left bedroom at end of hall"), and the **approximate date/time** you discovered the problem (e.g. "outdoor light started flickering around 8:30 pm last night").

IMPORTANT NOTE: If you are experiencing a maintenance emergency, such as a serious plumbing leak or other situation that, if not addressed immediately, will cause significant property damage, **IMMEDIATELY** contact our emergency maintenance number at: (____) ____-____.

In the event of a life-threatening event, such as a fire, DIAL 911 first. Once you are clear of any danger, please contact our office directly at (____) ____-____ during normal business hours (MON - FRI, 8:00 AM to 5:00 PM) or call the emergency maintenance number at (____) ____-____ after hours.

Thank you,

Ohio Department of Natural Resources
Division of _____

*(denotes required field)

*First Name: _____

*Last Name: _____

*E-Mail Address: _____

*Address: _____

*Best telephone number to reach you? _____

*Detailed Description of Problem: _____

Attachment B

Please include attachments or photos (Acceptable file types: doc, pdf, txt, gif, jpg, jpeg;
Maximum file size: 3mb.)

Is this an Emergency?

Yes

No

Description of Work to be performed:

Contracted Out Repairs:

No

Yes

Bid Amount: \$ _____

Staff Employees to perform repairs

No

Yes

Estimated Costs: \$ _____

Supervisor Approval: _____

District Manager Approval: _____

**STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES
EMPLOYEE HOUSING LEASE**

Structure Number: _____ Area: _____

Structure Address: _____

Description of Premises: _____

All Tenants' Names: _____

Rent: \$ _____ (As determined by and in accordance with the Lessor's Housing Inventory and Rental Schedule)

Rent Charge From _____

The State of Ohio, Department of Natural Resources, hereinafter called the "Lessor", in consideration of the terms herein stated, hereby leases to _____ hereinafter called the "Tenant", the premises above described for the term of one (1) month, beginning on the 1st day of _____ of _____, and from month to month thereafter, unless otherwise terminated as herein provided. Notwithstanding the foregoing, the parties agree that in no event shall the term of this Lease extend beyond the end date of the current Biennium or June 30, 20__.

Tenant hereby covenants and agrees with Lessor as follows:

- (1) Tenant shall pay the monthly rental above stated, in advance of the monthly anniversary date of this Lease. In case of termination of this Lease, any unused rental paid by Tenant, less any charges against the Tenant provided for herein, shall be refunded to Tenant, as soon as practicable.
- (2) Tenant authorizes the Lessor to deduct the rentals due under this Lease from his or her payroll while and during the time Tenant is employed by the Lessor unless otherwise specified in paragraph number 22 (Miscellaneous Conditions) of this Lease.
- (3) In the event the above payroll deduction provision is not applicable to Tenant, Tenant shall pay all rental due which rent shall be received by the applicable Division at its Central Columbus Office on or before the first day of each month.
- (4) Only Tenant and Tenant's immediate family shall use said premises as a residence and for no other purpose whatsoever. For purposes of this Lease, the term "immediate family" shall mean the Tenant's spouse, children, siblings, mother and father. The Tenant shall not permit any other person to use said premises for residential purposes or any other purpose. Tenant shall provide Lessor with a list of names of all members of the Tenant's immediate family who will be residing in the premises, along with the nature of the familial relationship. If, at any time during the term of the Lease,

Attachment C

the Tenant wishes to allow a member of his or her immediate family to reside in the premises, and that family member is not already listed, the Tenant shall notify the Lessor as soon as the family member moves in the premises.

- (5) Lessor may terminate this Lease at Lessor's will by giving 30 days prior written notice of such termination to Tenant.
- (6) Tenant may terminate this Lease at Tenant's will by giving 30 days prior written notice of such termination to Lessor.
- (7) No representation as to the condition of the premises has been made by the Lessor and that Lessor is under no obligation to alter, repair or improve the premises.
- (8) Tenant shall pay for any damages to the premises caused by Tenant, members of the household, or other persons invited or allowed upon the premises by Tenant, reasonable wear and tear excepted. Condition of premises is as established by the Biennial Property Inspection Report dated _____, attached as Exhibit A and made a part of this Lease. Tenant shall keep the premises in a clean and sanitary condition, satisfactory to Lessor and shall notify Lessor promptly of any needed repairs other than routine maintenance. Tenant shall be responsible for routine maintenance such as batteries for detectors, filter for furnace, light bulbs, etc. at tenant's sole responsibility. Tenant shall not perform upkeep/maintenance/repairs of said property during scheduled work time.
- (9) Tenant shall not alter or add to the premises and grounds without the prior written consent of the Lessor. Tenant shall comply with all federal, state and local laws in the use and condition of the premises, at Tenant's expense. Tenant agrees that the premises shall not be used for any unlawful or immoral purpose and shall be open for inspection by the Lessor at any time.
- (10) Tenant shall protect Lessor from all claims for expenses, loss, damage, injury or other casualty to any person or property caused by or arising out of Tenant's use and occupancy of said premises.
- (11) Tenant shall not sublet any portion of the premises and shall not assign the Lease without the written consent of the Lessor.
- (12) Tenant shall be liable for and pay all charges for utility services to the premises during the term of this Lease unless otherwise prescribed in paragraph number 22 (Miscellaneous Conditions) of this Lease. Tenant shall be solely responsible for all trash removal from the premises. Tenants are responsible for ensuring that all utilities are metered off properly.
- (13) Any property or fixtures remaining on the premises shall be deemed abandoned by Tenant if not permanently removed from the premises within seven (7) days following

Attachment C

date of termination; and Tenant hereby appoints Lessor as Tenant's agent to dispose of any property so abandoned by Tenant.

- (14) Tenant's occupancy of a state-owned residence may result in income tax consequences under Internal Revenue Service regulations. Tenant expressly agrees and understands that Tenant shall be solely responsible for compliance with such regulations. Tenant shall also be liable for all taxes and assessments that come due during the term of this Lease and are not otherwise exempted under Sections 319.20 and 5709.08 of the Ohio Revised Code.
- (15) If the leased premises becomes subject to real property taxation as a result of Tenant's occupancy thereof, Tenant agrees to pay any such assessments due and payable during the term of Tenant's occupancy and to hold Lessor harmless thereof.
- (16) There shall be no discrimination by Tenant based on gender, race, color, religion, ancestry, national origin, age, sexual orientation, military status, handicap or disability, as defined in Ohio Revised Code Section 4112.01.
- (17) Tenant shall mow and maintain the associated yard and exterior landscaping. Tenant shall be solely responsible for snow removal from the premises unless otherwise specified in paragraph number 22 (Miscellaneous Conditions) of this Lease. Tenant may not use any mowers, ladders, tools, materials, equipment, or other property of the State for upkeep or maintenance of the premises.
- (18) Lessor reserves the right to unilaterally make adjustments in the rent to be paid under this Lease. Tenant will be given thirty (30) days written notice prior to any rent adjustment taking effect.
- (19) Upon termination of this Lease, Tenant agrees that any existing propane or fuel oil tank will be filled to capacity at Tenant's sole expense.
- (20) Lessor reserves the right to inspect the property at any given time with twenty-four hours' notice.
- (21) Obligations of Lessor are subject to the provisions of ORC §126.07.
- (22) The mutual obligations of the parties are subject to ORC §5321.01 et seq.
- (23) Miscellaneous Conditions (including listing all pets that will be kept on premises):

Attachment C

IN TESTIMONY WHEREOF, Lessor and Tenant have set their hands this _____ day
of _____, 20__.

STATE OF OHIO

JAMES ZEHRINGER, Director
Ohio Department of Natural Resources

STATE OF OHIO,
_____ County, ss:-

Before me, a notary public in and for the State of Ohio, personally appeared the above
named James Zehringer, Director, Department of Natural Resources, on behalf of LESSOR,
State of Ohio, who acknowledged that he did sign the foregoing instrument and that the same
was his free act and deed.

In testimony whereof, I have hereunto set my hand and official seal at _____, Ohio,
this _____ day of _____, 20__.

Notary Public Signature

Name (Print)

My Commission Expires: _____

Attachment C

APPROVED:

_____, Chief

Division of _____

Date: _____

TENANT(S):

Date: _____

APPROVED:

MICHAEL DEWINE
ATTORNEY GENERAL OF OHIO

BY: _____
Assistant Attorney General

JOHN R. KASICH, Governor
STATE OF OHIO

Date: _____

Date: _____

This document prepared by: Gerald E. Dailey, Assistant Attorney General



Ohio Department of Natural Resources

JOHN R. KASICH, GOVERNOR

JAMES ZEHRINGER, DIRECTOR

New Tenant Information Form Attachment D

Name of Prospective Lessee: _____

Affiliation with Department, if applicable (i.e., law enforcement, facility manager, operations role, etc.): _____

Identify any conflict of interests or nepotism concerns: _____

Why the person was selected: _____

Outline the process used for selection: _____

Is there any affiliation with decision makers, and if yes, with whom: _____

List the perceived benefit to Division (why rent the property vs. alternatives):

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

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor'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) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

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

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

Lessee's Acknowledgment (initial)

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

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

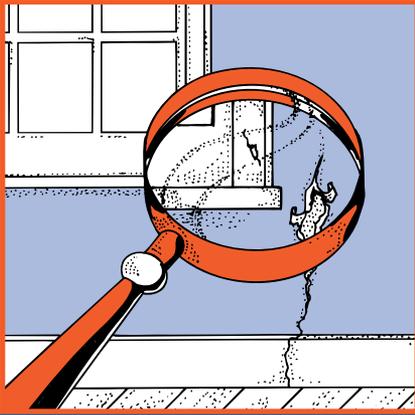
Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) 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.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date



Protect Your Family From Lead In Your Home



 EPA United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



Recycled/Recyclable

Printed with vegetable oil based inks on recycled paper
(minimum 50% postconsumer) process chlorine free.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

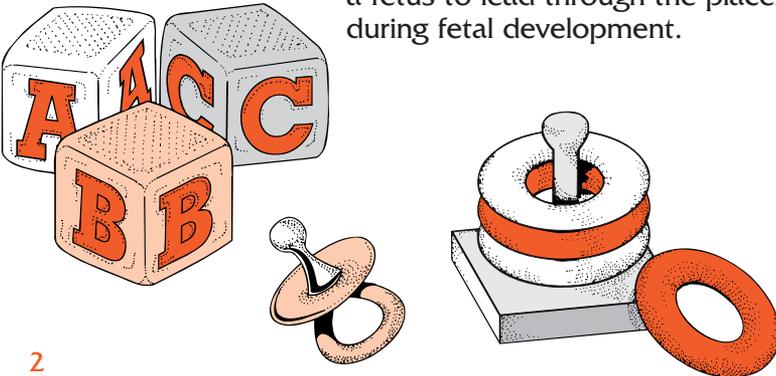
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more 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.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

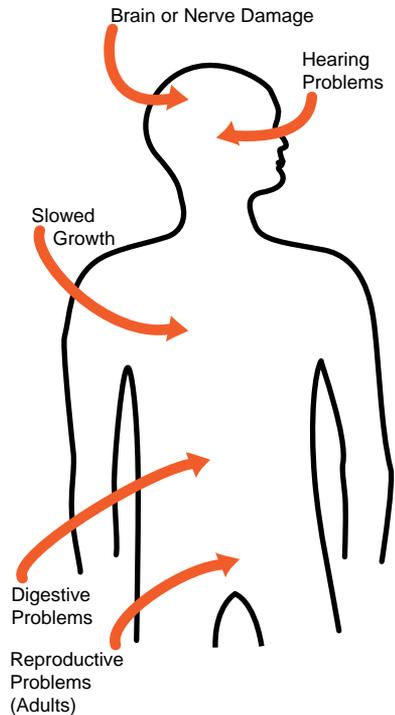
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels 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, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

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

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ 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.)

Checking Your Family for Lead

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

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. 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 high levels of lead. Blood tests are usually recommended for:

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

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

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

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

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

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

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 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.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



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

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ 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 combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

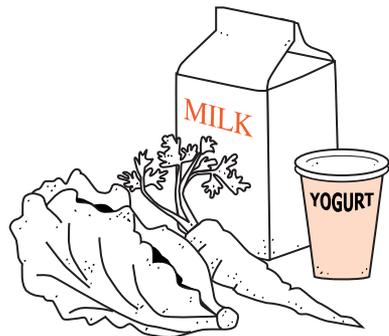
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

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

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash 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.
- ◆ 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 In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, 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 removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this 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.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

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

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



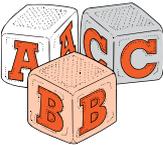
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

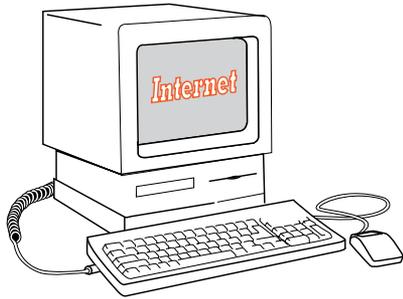


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. 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 local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (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 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
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) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

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