

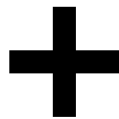
A vibrant, abstract graphic on the left side of the slide, featuring thick, diagonal brushstrokes in a rainbow spectrum of colors: red, orange, yellow, green, blue, and purple. The strokes are layered and textured, creating a sense of movement and energy.

H.184 New Lead Paint Legislation

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H.184

What are we talking about?

“Rental Target Housing”

[T]arget housing offered for lease or rental under a rental agreement as defined in 9 V.S.A. § 4451. “Rental target housing” does not include a rented single room located within a dwelling in which the owner of the dwelling resides unless a child six years of age or younger resides in or is expected to reside in that dwelling. “Rental target housing” shall not include units in a hotel, motel, or other lodging, including condominiums that are rented for transient occupancy for 30 days or less.

18 V.S.A. §1751(b)(41)

This includes, buildings where the original structure was constructed prior to 1978:

- Single family homes/condominiums rented to others
- The interior of an Accessory Dwelling Units in owner occupied homes and the entire exterior of the building
- The interior of the rented portion of an owner occupied duplex and the entire exterior of the building
- Triplexes, quads, apartment buildings, etc.

If an original structure was constructed prior to 1978 but an addition containing a rental unit was added in 2023, the rental unit is “Rental Target Housing” because the original structure it is attached to was originally constructed prior to 1978.

Short History of Lead Control Regulation

1960's - 1970's

Lead was found in many products: Gasoline, pencils, paint, etc.

1978

Lead was banned from most paint

1993

Vermont was one of the first States to adopt lead safety measure in housing and childcare facilities. The EMP program.

2010

US Environmental Protection Agency adopts certification of contractors for hire
Fed Regs allow states to take over / pre-empt EPA regs

2018

Vermont passes H.736 authorizing Health Department to enact comprehensive regulations
DoH Memo - Contractors vs. Landlords/Childcare

October 2022

DoH enacts new Regulation
Contractors/Landlords vs. Childcare

Overview: H.736 – An act relating to lead poisoning prevention**What does it do?**

Consolidates the authority to regulate activities related to lead-based paint under the Vermont Department of Health. Currently, regulatory authority is split between the Environmental Protection Agency (EPA) and the Vermont Department of Health (VDH).

Why is it needed?

The current requirements of the state and EPA are duplicative, confusing, burdensome and incongruent for property owners and contractors. This leads to lack of awareness and exposure to lead due to unsafe work practices.

Three goals:

1. Reduce confusion and regulatory redundancy (cut red tape)
 - Eliminates duplicative regulations for rental housing and child care facilities
2. Expand education, outreach, and training regarding lead-paint laws
 - Coordinated training courses will reduce confusing and to increased training availability
 - Increases state-level guidance for do-it-yourself renovators and homeowners
 - Allows state to implement a system to search licensed contractors
3. Improve compliance through better outreach at the state level
 - Establishes VDH as the one source for compliance and technical assistance for property owners, property managers, and contractors

Did you know?

- 627 children ages 1 to 5 years old were poisoned in Vermont in 2016.
 - 9 out of 10 cases investigated by VDH are from pre-1978 housing and the source is either deteriorated lead-based paint or unsafe renovation practices.
- There is no safe level of lead in the body, especially for children, where lead interferes in neurological and other developmental processes.
- Lead poisoning is permanent but is 100% preventable.
- The greatest contributor to childhood lead poisoning is lead dust and residue found in homes and soil surrounding homes.
- Most of this lead contamination is caused by lead-based paint that has deteriorated or has been disturbed through renovation or preparation for re-painting. Because lead was banned as an additive to residential-use paint in 1978, lead from paint is most likely to be found in structures that were built prior to 1978.
 - Most (70%+) residential buildings in Vermont were built before 1978 and likely contain lead paint.
- Lead poisoning is just as likely to occur in owner-occupied housing as in rental housing.

What are the laws now?

In 2008, the United States adopted, and in 2010 implemented, regulations for “Lead-Based Paint Poisoning Prevention in Certain Residential Structures: Residential Property Renovation” (40 CFR 745, Subpart E). The EPA currently administers these regulations under a program called the Lead-Safe Renovation, Repair, and Painting Rule (the “RRP Rule”). The RRP Rule requires contractors to use lead-safe work practices and educate their customers regarding the risks of lead-based paint. These are required anytime a contractor will be doing a project in a residential property or child-occupied facility that was built prior to 1978.

In Vermont, the RRP Rule overlaps with requirements for repair and maintenance of lead-based paint in pre-1978 rental property housing and child care facilities. Pre-1978 property owners in Vermont must seek guidance from two regulatory agencies, the EPA and the Vermont Department of Health.

Contractors and Property Managers

Who does this apply to?

- Only applies if the contractor or property manager performs renovation, repairs, painting, or maintenance at pre-1978 residential properties or child-occupied facilities

What are the requirements?

- If the company has more than one employee, it must have a Lead-Safe RRPM Firm license, issued by the Department of Health (same fee schedule as EPA)
- For each regulated job, there must be a trained *and* VT-licensed Lead-Safe RRPM Supervisor on site to perform or supervise the project
- For pre-1978 rental housing and child care facilities: Lead-safe work practices are required for any job that impacts 1 ft² or more of painted surface, interior (per room) or exterior (per exterior wall)
- For owner-occupied housing and child-occupied facilities that are *not* child care facilities (e.g., kindergarten classroom): Lead-safe work practices are required for window and door replacement and for any job that impacts painted surfaces over 6 ft² interior (per room)/20 ft² exterior
- Use of unsafe work practices is prohibited (18 V.S.A. §1760) without permit from the Vermont Department of Health

Pre-1978 Rental Property Owners

Who does this apply to?

- Owners of pre-1978 residential rental properties

What are the requirements?

- Rental property owners will continue to be responsible for routine lead-safe maintenance of their rental properties, annual filing of lead law compliance statements, and communication with their tenants regarding lead hazards
- Lead-safe maintenance must be performed or supervised by someone who has taken an accredited Lead-Safe RRPM training course
- If a property owner hires someone to perform lead-safe renovation, repairs, painting, or maintenance, that contractor or property manager must be a VT-licensed Lead-Safe RRPM Supervisor
- Use of unsafe work practices is prohibited (18 V.S.A. §1760) without permit from the Vermont Department of Health

Child Care Facility Owners

Who does this apply to?

- Owners of pre-1978 child care facilities licensed by the Department of Children and Families

What are the requirements?

- Child care facility owners will continue to be responsible for routine lead-safe maintenance of their rental properties, annual filing of lead law compliance statements (which is confirmed by DCF Child Care Licensing), and communication with families regarding lead hazards
- Lead-safe maintenance must be performed or supervised by someone who has taken an accredited Lead-Safe RRPM training course
- If a child care facility owner hires someone to perform lead-safe renovation, repairs, painting, or maintenance, that person must be a VT-licensed Lead-Safe RRPM Supervisor
- Use of unsafe work practices is prohibited (18 V.S.A. §1760) without permit from the Vermont Department of Health

Administrative Procedures – Economic Impact Analysis

Instructions:

In completing the economic impact analysis, an agency analyzes and evaluates the anticipated costs and benefits to be expected from adoption of the rule; estimates the costs and benefits for each category of people enterprises and government entities affected by the rule; compares alternatives to adopting the rule; and explains their analysis concluding that rulemaking is the most appropriate method of achieving the regulatory purpose.

Rules affecting or regulating schools or school districts must include cost implications to local school districts and taxpayers in the impact statement, a clear statement of associated costs, and consideration of alternatives to the rule to reduce or ameliorate costs to local school districts while still achieving the objectives of the rule (see 3 V.S.A. § 832b for details).

Rules affecting small businesses (excluding impacts incidental to the purchase and payment of goods and services by the State or an agency thereof), must include ways that a business can reduce the cost or burden of compliance or an explanation of why the agency determines that such evaluation isn't appropriate, and an evaluation of creative, innovative or flexible methods of compliance that would not significantly impair the effectiveness of the rule or increase the risk to the health, safety, or welfare of the public or those affected by the rule.

1. TITLE OF RULE FILING:

Regulations for Lead Control

2. ADOPTING AGENCY:

Vermont Department of Health

3. CATEGORY OF AFFECTED PARTIES:

LIST CATEGORIES OF PEOPLE, ENTERPRISES, AND GOVERNMENTAL ENTITIES POTENTIALLY AFFECTED BY THE ADOPTION OF THIS RULE AND THE ESTIMATED COSTS AND BENEFITS ANTICIPATED:

Property owners of pre-1978 rental housing: should see minimal change in cost as all requirements in this rule exist today. May see slight increase in cost due to better outreach and education.

Owners of child occupied facilities in pre 1978 buildings: should see minimal change in cost as all

Economic Impact Analysis

requirements in this rule exist today. May see slight increase in cost due to better outreach and education.

Individuals that perform renovation, repair, painting and maintenance work: will see a minor increase in fees (\$50/year), as well as a possible increase in cost due to increased outreach and education around regulatory requirements.

Individuals who train workers: should see an increase in individuals seeking training due to increased outreach and education.

State of Vermont: Licensing fees will be collected by the State, so the State will see an increase in funds, but will also need to hire new staff to implement the rule - projected to be cost neutral.

4. IMPACT ON SCHOOLS:

INDICATE ANY IMPACT THAT THE RULE WILL HAVE ON PUBLIC EDUCATION, PUBLIC SCHOOLS, LOCAL SCHOOL DISTRICTS AND/OR TAXPAYERS CLEARLY STATING ANY ASSOCIATED COSTS:

None

5. ALTERNATIVES: CONSIDERATION OF ALTERNATIVES TO THE RULE TO REDUCE OR AMELIORATE COSTS TO LOCAL SCHOOL DISTRICTS WHILE STILL ACHIEVING THE OBJECTIVE OF THE RULE.

The alternative is to not assume authority for the Renovation, Repair and Painting regulations and the regulated community will continue to pay fees to, and be regulated by, the EPA.

6. IMPACT ON SMALL BUSINESSES:

INDICATE ANY IMPACT THAT THE RULE WILL HAVE ON SMALL BUSINESSES (EXCLUDING IMPACTS INCIDENTAL TO THE PURCHASE AND PAYMENT OF GOODS AND SERVICES BY THE STATE OR AN AGENCY THEREOF):

The rates are established by the Legislature.

Insofar as all of the affected parties could be small businesses - the affected parties should not see a negative economic impact.

7. SMALL BUSINESS COMPLIANCE: EXPLAIN WAYS A BUSINESS CAN REDUCE THE COST/BURDEN OF COMPLIANCE OR AN EXPLANATION OF WHY THE AGENCY DETERMINES THAT SUCH EVALUATION ISN'T APPROPRIATE.

VERMONT LEAD POISONING PREVENTION LAW: INSPECTION, REPAIR AND CLEANING PRACTICES

Lead is a highly toxic metal that was commonly used in paint, stain and varnish in homes built before 1978. **There is no safe level of lead in the body.** Too much lead in the body, or lead poisoning, can cause serious and permanent health problems for anyone, but babies, young children and pregnant women are at special risk. **Lead poisoning can be prevented.**

[Look up or file Inspection, Repair and Cleaning \(IRC\) Practices Compliance Statements](#)

NEW: As of October 1, "Essential Maintenance Practices" are now called "Inspection, Repair and Cleaning (IRC) Practices." IRC Practices are the same as EMPs, except for these differences:

- If you are EMP or IRC Practices certified, you are no longer be able to perform paint repair of 1 square foot or more per interior room or exterior surface on pre-1978 rental housing and child care facilities. Repairs of areas larger than this need to be performed by someone who has Vermont Lead-Safe Renovation, Repair, Painting and Maintenance (RRPM) firm and supervisor licenses or the Uncompensated Child Care Operator (UCCO) certificate. [Learn more about RRPM and UCCO credentials](#)

<https://www.healthvermont.gov/environment/asbestos-lead/vermont-lead-poisoning-prevention-law-renovation-repair-painting-and>).

- You can still use your EMP certificate to perform IRC Practices (except for repairs) for 5 years from the date you took the EMP training. After that, you will need to take the new IRC Practices training to receive an updated certificate number.

Where does lead come from?

Who is at risk for lead poisoning?

What is the Vermont Lead Poisoning Prevention Law?

12/26/22

Actual requirements for Compliance with Vermont Lead Control Regulation:

In order to inspect and file annual report:

2 hr. IRC training - \$10

In order to disturb (sand) more than 1 sq.ft. to repaint interior or exterior:

2 hr. IRC training - \$10

8 hr. RRPM training \$250-\$300

RRPM Firm license fee \$300 /5yrs

RRPM Supervisor license fee \$50/yr.

Painting contractor insurance \$2,500 - if you can get it

Impact : \$2,700 - \$3,000 year -

After 5 years:

RRPM Refresher Course \$250

RRPM Firm License fee \$300 /5 yrs.

RRPM Supervisor license fee \$50/yr.

Painting contractor insurance \$2,500 - if you can get it

Impact : \$2,700 - \$3,000 year -

Non-Compliance: \$5,000 per violation, per day

Insurance Policy Types

Standardized and published by the
Insurance Services Office, Inc. (“ISO”)

Standard Policies covering small rental properties:

- | | |
|-------------|---|
| ISO HO 3, 5 | Single Family Residences, ADU’s, Owner Occupied Duplexes |
| ISO HO 6 | Individual Condominiums, not the master policy |
| ISO BOP | Businessowners, non-owner occupied duplexes, triplexes, quads |

Standard Policies covering Contractors

- | | |
|-----------|--|
| ISO CGL | Commercial General Liability Insurance - excludes professional services unless specifically endorsed |
| ISO PFCSP | Non-medical Professional Liability Insurance
“Contractor’s Insurance” |

HOMEOWNERS 5 COMPREHENSIVE FORM

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

- | | |
|--|--|
| <p>A. In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance.</p> <p>B. In addition, certain words and phrases are defined as follows:</p> <p>1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in b. below, mean the following:</p> <p style="margin-left: 20px;">a. Liability for "bodily injury" or "property damage" arising out of the;</p> <p style="margin-left: 40px;">1) Ownership of such vehicle or craft by an "insured";</p> <p style="margin-left: 40px;">2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;</p> <p style="margin-left: 40px;">3) Entrustment of such vehicle or craft by an "insured" to any person;</p> <p style="margin-left: 40px;">4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; and</p> <p style="margin-left: 40px;">5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.</p> <p style="margin-left: 20px;">b. For the purpose of this definition:</p> <p style="margin-left: 40px;">1) Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;</p> <p style="margin-left: 40px;">2) Hovercraft means a self-propelled motorized ground effect vehicle</p> | <p style="margin-left: 40px;">and includes, but is not limited to, flarecraft and air cushion vehicles; and</p> <p style="margin-left: 20px;">3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor.</p> <p style="margin-left: 20px;">4) Motor vehicle means a "motor vehicle" as defined in 7. below.</p> <p>2. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.</p> <p>3. "Business" means:</p> <p style="margin-left: 20px;">a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or</p> <p style="margin-left: 20px;">b. Any other activity engaged in for money or other compensation, except the following;</p> <p style="margin-left: 40px;">1) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;</p> <p style="margin-left: 40px;">2) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or</p> <p style="margin-left: 40px;">3) The rendering of home day care services to a relative of an "insured".</p> <p>4. "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".</p> <p>5. "Insured" means:</p> |
|--|--|

1. Intentionally concealed or misrepresented any material fact or circumstance;
 2. Engaged in fraudulent conduct; or
 3. Made false statements;
- relating to this insurance.

R. Inflation Protection

The company may increase the limits of liability for Coverages **A**, **B** and **C** at the beginning of each policy period, based upon reports of recognized appraisal agencies, reflecting changes in cost of construction. Payment of the continuation premium will constitute the insured's acceptance of the revised limit of liability as shown on the Homeowners Continuation Declarations.

SECTION II - LIABILITY COVERAGES

A. COVERAGE E - Personal Liability

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the "occurrence" has been exhausted by payment of a judgement or settlement.

means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

1. To a person on the "insured location" with the permission of an "insured"; or
2. To a person off the "insured location", if the "bodily injury":
 - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
 - b. Is caused by the activities of an "insured";
 - c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
 - d. Is caused by an animal owned by or in the care of an "insured".

B. COVERAGE F - Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses

SECTION II - EXCLUSIONS

A. "Motor Vehicle Liability"

1. Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
 - a. Is registered for use on public roads or property;
 - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or

c. Is being:

- 1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
- 2) Rented to others;
- 3) Used to carry persons or cargo for a charge; or
- 4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.

is owned by an "insured" who acquired it during the policy period; or

- d) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
 - i) You declare them at policy inception; or
 - ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in c) and d) above apply for the policy period.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer

C. "Aircraft Liability"

This policy does not cover "aircraft liability".

D. "Hovercraft Liability"

This policy does not cover "hovercraft liability".

E. **COVERAGE E - Personal Liability and COVERAGE F - Medical Payments to Others**

Coverages E and F do not apply to the following:

1. Expected or Intended Injury

"Bodily Injury" or "property damage" which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.

2. "Business"

- a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion E.2. applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

b. This Exclusion E.2. does not apply to:

- 1) The rental or holding for rental of an "insured location";
 - a) On an occasional basis if used only as a residence;
 - b) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
 - c) In part, as an office, school, studio or private garage; and
- 2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

3. **Professional Services**

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;

4. "Insured's" Premises Not An "Insured Location"

"Bodily injury" or "property damage" arising out of a premise:

- a. Owned by an "insured";
- b. Rented to an "insured"; or
- c. Rented to others by an "insured";

that is not an "insured location";

5. War

"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;

HOMEOWNERS 6 – UNIT-OWNERS FORM

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

A. In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.

B. In addition, certain words and phrases are defined as follows:

1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in **b.** below, mean the following:

a. Liability for "bodily injury" or "property damage" arising out of the:

- (1)** Ownership of such vehicle or craft by an "insured";
- (2)** Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
- (3)** Entrustment of such vehicle or craft by an "insured" to any person;
- (4)** Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
- (5)** Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

b. For the purpose of this definition:

- (1)** Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
- (2)** Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- (3)** Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
- (4)** Motor vehicle means a "motor vehicle" as defined in **9.** below.

2. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.

3. "Business" means:

- a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
- b.** Any other activity engaged in for money or other compensation, except the following:
 - (1)** One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - (2)** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - (3)** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - (4)** The rendering of home day care services to a relative of an "insured".

4. "Contamination" ("contaminants") means impairment or impurity due to either an accidental or intentional mixture or contact with a foreign substance, including, but not limited to, biological, chemical, or toxic agents

5. "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".

6. "Fungi" means:

- a.** any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by "fungi".
- b.** Under Section II, this does not include any "fungi" that are, or are contained in, a product intended for consumption.

7. "Insured" means:

- a.** You and residents of your household who are:
 - (1)** Your relatives; or
 - (2)** Other persons under the age of 21 and in the care of any person named above; or

SECTION II – LIABILITY COVERAGES

A. Coverage E – Personal Liability

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

B. Coverage F – Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

1. To a person on the "insured location" with the permission of an "insured"; or
2. To a person off the "insured location", if the "bodily injury":
 - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
 - b. Is caused by the activities of an "insured";
 - c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
 - d. Is caused by an animal owned by or in the care of an "insured".

SECTION II – EXCLUSIONS

A. "Motor Vehicle Liability"

1. Coverages E and F do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
 - a. Is registered for use on public roads or property;
 - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
 - c. Is being:
 - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
 - (2) Rented to others;
 - (3) Used to carry persons or cargo for a charge; or
 - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
2. If Exclusion A.1. does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:
 - a. In dead storage on an "insured location";
 - b. Used solely to service an "insured's" residence;
 - c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
 - (1) Being used to assist a handicapped person; or
 - (2) Parked on an "insured location";
 - d. Designed for recreational use off public roads and:
 - (1) Not owned by an "insured"; or
 - (2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definitions B.8.a., b., d., e. or h.; or
 - e. A motorized golf cart that is owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:
 - (1) A golfing facility and is parked or stored there, or being used by an "insured" to:
 - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;
 - (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
 - (c) Cross public roads at designated points to access other parts of the golfing facility; or

- (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.

B. "Watercraft Liability"

1. Coverages **E** and **F** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
 - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
 - b. Rented to others;
 - c. Used to carry persons or cargo for a charge; or
 - d. Used for any "business" purpose.
2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
 - a. Is stored;
 - b. Is a sailing vessel, with or without auxiliary power, that is:
 - (1) Less than 26 feet in overall length; or
 - (2) 26 feet or more in overall length and not owned by or rented to an "insured"; or
 - c. Is not a sailing vessel and is powered by:
 - (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
 - (a) 50 horsepower or less and not owned by an "insured"; or
 - (b) More than 50 horsepower and not owned by or rented to an "insured"; or
 - (2) One or more outboard engines or motors with:
 - (a) 25 total horsepower or less;
 - (b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";
 - (c) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or
 - (d) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
 - (i) You declare them at policy inception; or

- (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in (c) and (d) above apply for the policy period.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

C. "Aircraft Liability"

This policy does not cover "aircraft liability".

D. "Hovercraft Liability"

This policy does not cover "hovercraft liability".

E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others

Coverages **E** and **F** do not apply to the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of any "insured" even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this Exclusion **E.1.** does not apply to "bodily injury" resulting from the use of reasonable force by an "insured" to protect persons or property;

2. "Business"

- a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion **E.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

- b. This Exclusion **E.2.** does not apply to:

- (1) The rental or holding for rental of an "insured location";
 - (a) On an occasional basis if used only as a residence;
 - (b) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
 - (c) In part, as an office, school, studio or private garage; and

- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

3. Professional Services

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;

4. "Insured's" Premises Not An "Insured Location"

"Bodily injury" or "property damage" arising out of a premises:

- a. Owned by an "insured";
 - b. Rented to an "insured"; or
 - c. Rented to others by an "insured";
- that is not an "insured location";

5. War

"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

6. Communicable Disease

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse; or

8. Controlled Substance

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

9. Pollutants and "Contaminants"

"Bodily injury" or "property damage" caused by or arising out of the discharge, dispersal, release or escape of vapors, fumes, acids, toxic chemicals, toxic gases, toxic liquids, toxic solids, waste materials or other irritants, "contaminants" or pollutants.

This exclusion does not apply to "bodily injury" arising out of such discharge if sudden and accidental.

Arising out of statutorily imposed liability upon any "insured" in any matter, consisting of or caused by vapors, fumes, acids, toxic chemicals, toxic gases, toxic liquids, toxic solids, waste materials or other irritants, "contaminants" or pollutants.

10. Sale or Transfer of Real Property

"Bodily injury" or "Property damage" arising out of the sale or transfer of real property, including, but not limited to:

- (a) known or unknown structural defects;
- (b) known or hidden defects in the plumbing, heating or electrical systems;
- (c) known or unknown soil conditions or drainage problems;
- (d) alleged concealment or misrepresentation of any known or unknown conditions in the real property.

11. "Fungi", Wet or Dry Rot or Bacteria

"Bodily injury" or "property damage" arising directly or indirectly, in whole or in part, out of actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria.

"Bodily injury" or "property damage" arising out of liability imposed upon any "insured" person or organization by any governmental authority which in whole or in part, arises out of, or is aggravated by or results from mold, "fungi", wet or dry rot, or bacteria.

Exclusions **A.** "Motor Vehicle Liability", **B.** "Watercraft Liability", **C.** "Aircraft Liability", **D.** "Hovercraft Liability" and **E.4.** "Insured's" Premises Not An "Insured Location" do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

F. Coverage E – Personal Liability

Coverage **E** does not apply to:

1. Liability:

- a. For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in **D.** Loss Assessment under Section **II** – Additional Coverages;

BUSINESSOWNERS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

In Section II – Liability, the word "insured" means any person or organization qualifying as such under Paragraph C. Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Paragraph H. Property Definitions in Section I – Property and Paragraph F. Liability And Medical Expenses Definitions in Section II – Liability.

SECTION I – PROPERTY

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property includes Buildings as described under Paragraph a. below, Business Personal Property as described under Paragraph b. below, or both, depending on whether a Limit of Insurance is shown in the Declarations for that type of property. Regardless of whether coverage is shown in the Declarations for Buildings, Business Personal Property, or both, there is no coverage for property described under Paragraph 2. Property Not Covered.

a. Buildings, meaning the buildings and structures at the premises described in the Declarations, including:

- (1)** Completed additions;
- (2)** Fixtures, including outdoor fixtures;
- (3)** Permanently installed:
 - (a)** Machinery; and
 - (b)** Equipment;
- (4)** Your personal property in apartments, rooms or common areas furnished by you as landlord;

(5) Personal property owned by you that is used to maintain or service the buildings or structures or the premises, including:

- (a)** Fire extinguishing equipment;
- (b)** Outdoor furniture;
- (c)** Floor coverings; and
- (d)** Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;

(6) If not covered by other insurance:

- (a)** Additions under construction, alterations and repairs to the buildings or structures;
- (b)** Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the buildings or structures.

b. Business Personal Property located in or on the buildings at the described premises or in the open (or in a vehicle) within 100 feet of the described premises, including:

- (1)** Property you own that is used in your business;
- (2)** Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition Paragraph E.5.d.(3)(b);
- (3)** Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a)** Made a part of the building or structure you occupy but do not own; and
 - (b)** You acquired or made at your expense but cannot legally remove;
- (4)** Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph 1.b.(2); and
- (5)** Exterior building glass, if you are a tenant and no Limit of Insurance is shown in the Declarations for Building property. The glass must be owned by you or in your care, custody or control.

- (3) So long as the conditions in Paragraph (2) are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph B.1.b.(2) Exclusions in Section II – Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (a) We have used up the applicable Limit of Insurance in the payment of judgments or settlements; or
- (b) The conditions set forth above, or the terms of the agreement described in Paragraph (2)(f) above are no longer met.

2. Medical Expenses

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the Limits of Insurance of Section II – Liability. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

- (3) Necessary ambulance, hospital, professional nursing and funeral services.

B. Exclusions

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
 - (b) The operation of any of the following machinery or equipment:
 - (i) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (ii) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by government authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" caused by the rendering or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) Supervisory, inspection or engineering services;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Body piercing services; and
- (9) Services in the practice of pharmacy.

Statutory Definitions

Professional Services

11 V.S.A. §801:

(2) “**Professional service**” means any type of personal service rendered to the public which requires as a condition precedent to the rendering of such service the obtaining of a license or other legal authorization . .

11 V.S.A. §817(6):

(6) “**Professional service**” means a service that may be lawfully rendered only by a person licensed or otherwise authorized by a licensing authority in this State to render the service . .

Cases finding licensed Professional Services to be excluded from Insurance Coverage under the Professional Services exclusion based upon the requirement of a license to perform the professional service.

Maine Mutual Fire Insurance Company v. Tinker and Fedor
2005 VT 35, 872 A.2d. 360 (Vt.2005)

Robert Tinker was a licensed surveyor hired by the Kenneys to survey a boundary line. Based on his survey the Kenneys cut down trees that were on Fedor's land. Tinker was sued by Fedor who claimed the survey was incorrect. Maine Mutual sought a declaratory judgment that the Businessowner's liability policy covering Tinker excluded coverage for Professional Services. Because Tinker was a licensed surveyor and the liability arose from his survey activities, the claim was excluded from the Businessowner policy's insurance coverage.

Amex Assurance Co. v. Allstate Insurance Co.
112 Cal. App. 4th 1246 (2003)

Cox, a journeyman plumber installed a propane water heater in Zumbrun's house. Shortly thereafter, the house burned to the ground. Zumbrun's insurer brought suit against Cox's homeowner's insurer seeking recovery for Zumbrun's losses. The Court denied Amex's claim because the "professional services" exclusion in Cox's homeowner's insurance policy included Cox's work acting as a plumber.

The Vermont Statutes Online

Title 18 : Health

Chapter 038 : Lead Poisoning Prevention

(Cite as: 18 V.S.A. § 1752)

§ 1752. Accreditation of training programs; individuals, entities, or firms involved in lead-based paint or RRPM activities

(a) The Department shall develop a program to administer and enforce lead-based paint activities and RRPM activities with regard to training and licensing standards, rules, or other requirements established by the Commissioner, which are at least as protective of human health and the environment as the applicable federal programs, for persons engaged in lead-based paint activities and RRPM activities performed on target housing, child-occupied facilities, pre-1978 facilities, commercial facilities, and bridges or other superstructures.

(b) The Commissioner shall adopt rules pursuant to 3 V.S.A. chapter 25 establishing standards and specifications for the accreditation of training programs for lead-based paint activities and RRPM activities, including the mandatory topics of instruction, the knowledge and performance standards that must be demonstrated by graduates in order to be certified or licensed, and required accreditation qualifications for training programs and instructors. The standards shall be designed to protect children, their families, and workers from improperly conducted lead-based paint activities and RRPM activities, and shall be at least as protective of human health and the environment as the federal programs. Hands-on instruction and instruction for identification and proper handling of historic fabric and materials shall be components of the required training.

(c) The Commissioner shall license consulting contractors, analytical contractors, lead-based paint abatement supervisors, lead-based paint abatement workers, project designers, inspector-risk assessors, RRPM firms, and RRPM supervisors, who have successfully completed an accredited training program and met other requirements as the Commissioner may, by rule, impose.

(d) The Commissioner shall certify individuals engaged in RRPM activities for no compensation and who have successfully completed an accredited training program and met all other requirements as the Commissioner may impose by rule.

(e) After the adoption of rules pursuant to this section, a person shall not perform lead-based paint activities or RRPM activities for compensation without first obtaining a license from the Commissioner. The Commissioner may grant a license to a person who holds a valid license from another state.

The Vermont Statutes Online

Title 18 : Health

Chapter 038 : Lead Poisoning Prevention

(Cite as: 18 V.S.A. § 1759)

§ 1759. RRPM activities

(a)(1) RRPM activities include activities that disturb lead-based paint on target housing and child-occupied facilities, unless the property has been certified as lead-free pursuant to subsection (e) of this section. RRPM practices for target rental housing and child care facilities shall minimally include regular inspection of painted surfaces for deterioration, prompt and safe repairs to deteriorated paint, and specialized cleaning after any work that disturbs painted surfaces and at tenant turnover.

(2) RRPM activities, including worksite preparation and cleanup of work areas, in target housing and child-occupied facilities shall be performed only by a person who has successfully completed an accredited RRPM training program or a person who works under the direct, on-site supervision of a person who has successfully completed the training, unless the property is exempt pursuant to subsection (b) or (e) of this section.

(3) A person engaging in RRPM activities shall comply with section 1760 of this chapter and related rules adopted by the Commissioner.

(4) A person engaging in RRPM activities shall take all reasonable precautions to avoid creating lead hazards during any RRPM project that is not a minor RRPM activity.

(5) RRPM activities performed for compensation shall be conducted only by a licensed RRPM supervisor or under the direct, on-site supervision of a licensed RRPM supervisor.

(b) A homeowner residing in and intending to perform RRPM activities in his or her own private residence:

(1) is exempt from this section;

(2) shall comply with section 1760 of this chapter; and

(3) shall dispose of all lead-based paint in accordance with the rules adopted by the Department of Environmental Conservation.

(c) An owner of rental target housing or a child care facility or the owner's representative shall:

(1) file with the Department an RRPM compliance statement pursuant to rules adopted by the Commissioner, unless the property is exempt pursuant to subsection (e) of this section; and

The Vermont Statutes Online

Title 18 : Health

Chapter 038 : Lead Poisoning Prevention

(Cite as: 18 V.S.A. § 1764)

§ 1764. Lead inspectors; financial responsibility

The Commissioner shall require that a licensee or an applicant for a license under subsection 1752(e) of this chapter provide evidence of ability to indemnify properly a person who suffers damage from lead-based paint activities or RRPM activities such as proof of effective liability insurance coverage or a surety bond in an amount to be determined by the Commissioner, which shall not be less than \$300,000.00. This section shall not restrict or enlarge the liability of any person under any applicable law. (Added 1995, No. 165 (Adj. Sess.), § 11; amended 2017, No. 149 (Adj. Sess.), § 2, eff. October 21, 2022.)

Chapter 6 – Environmental Health Rules

Subchapter 3

Vermont Regulations for Lead Control

Table of Contents

1.0	Authority	2
2.0	Purpose	2
3.0	Scope	2
4.0	Definitions	2
5.0	General Requirements and Prohibitions	18
6.0	Inspections, Repair, and Cleaning in Rental Target Housing and Child Care Facilities	25
7.0	Renovation, Repair, Painting, and Maintenance Activities	27
8.0	Work Practice Requirements for Lead Abatement	44
9.0	Standards for Abatement in Superstructures, Commercial Buildings, and Industrial De-Leading	56
10.0	Lead-Based Paint Consulting Methods and Practices	57
11.0	Training Course Accreditation Standards	61
12.0	Certification and Licensing Standards	81

- 6.3.2 Written materials, approved by the Department, regarding lead hazards are provided to an adult occupant of each unit.
- 6.3.3 Prospective tenants are provided with written materials, approved by the Department, regarding lead hazards and a copy of the most recent compliance statement described in Section 6.2.7 for the property, prior to entering into a lease agreement.
- 6.4 The owner of the premises of a child care facility must ensure the following:
 - 6.4.1 Annually, a copy of the compliance statement required in Section 6.2.7 is provided to:
 - 6.4.1.1 The owner's liability insurance carrier.
 - 6.4.1.2 The Vermont Department for Children and Families.
 - 6.4.1.3 The adult representative of the child care facility.
 - 6.4.2 Written materials, approved by the Department, regarding lead hazards and a copy of the most recent compliance statement described in Section 6.2.7 must be:
 - 6.4.2.1 Posted in a location visible to parents and guardians at the child care, and
 - 6.4.2.2 Provided to any parent or guardian upon request.
- 6.5 Extensions: If an owner of rental target housing or a child care facility, or the owner's representative desires an extension of time for filing the compliance statement in Section 6.2.7 they must file a written request for an extension with the Department no later than 10 days before the due date using forms provided by the Department. The Department may grant an extension for good cause.
- 6.6 Owners of rental target housing and child care facilities or the owner's representative must take a cleaning and paint inspection training provided by the Department and obtain a certification number, pursuant to Section 12.

7.0 Renovation, Repair, Painting, and Maintenance Activities

- 7.1 Renovation, repair, painting, and maintenance activities that disturb one square foot or more of interior painted surface per room or 20 square feet or more of exterior painted surface in target housing and child-occupied facilities are subject to the requirements in this Section. Renovation, repair, painting, and maintenance activities in rental target housing and child care facilities that disturb one square foot or more of painted surface for exterior activities are subject to the requirements in this Section.

11.5.5.1.10 Waste disposal.

11.5.5.1.11 Insurance and liability.

11.5.5.1.12 Historic Preservation:

11.5.5.1.12.1 Identifying historical buildings;

11.5.5.1.12.2 Identifying historical features; and

11.5.5.1.12.3 Appropriate abatement alternatives.

11.5.5.2 The refresher training course shall be a minimum of four hours and shall address the following topics:

11.5.5.2.1 An overview of key safety practices; and

11.5.5.2.2 An update on new technologies.

12.0 Certification and Licensing Standards

12.1 General Requirements

12.1.1 No individual shall provide any of the services in this rule within the State of Vermont without first being licensed or certified by the Department to provide such services.

12.1.2 All lead-based paint activities or RRPM activities carried out under the direction of a licensee or certification holder shall be performed in accordance with these regulations.

12.1.3 All licensees and certification holders shall have their current licenses or certifications at the work site.

12.2 Application process

12.2.1 Individuals and entities engaged in lead-based paint activities and RRPM activities for compensation shall submit a complete application on forms provided by the Department and meet the requirements for the specific license category in order to be licensed by the Department.

12.2.2 Individuals engaged in RRPM activities for no compensation at a child care facility shall submit a complete application on forms provided by the Department and meet the requirements in order to be certified by the Department.

12.2.3 Individuals who have successfully taken a cleaning and paint inspection training course provided by the Department will be certified unless a compliance action is pending against them.

12.2.4 State, local government, and nonprofit firms receiving certification and licensing to perform lead-based paint activities or RRP activities are regulated under these rules.

12.2.5 Initial and renewal applications shall be submitted to the Department at least 25 business days before the license or certification is needed to perform lead-based paint activities or RRP activities.

12.2.6 The application shall include the following:

12.2.6.1 Original signature of the individual or authorized representative of the entity.

12.2.6.2 Any required documentation to demonstrate that they meet the standards for the license or certification for which they are applying (see Section 12.6. – 12.17.)

12.2.6.3 For licenses:

12.2.6.3.1 The required fee for the specific license category listed in 18 V.S.A. §1753, payable to the Vermont Department of Health:

12.2.6.3.1.1 Fees are not required for any state or local government, agent of the state, or nonprofit training program and employee of the state; and

12.2.6.3.1.2 Licensing fees will not be waived for non-profit organizations or employees of such organizations, if the organization or individual offers or acts to provide lead-based paint activities or RRP activities for a fee or in competitive commercial ventures.

12.2.6.3.2 Proof of ability to indemnify

12.2.6.3.2.1 As part of their application to the Department, each applicant for a lead-based paint contractor entity license, lead-safe RRP firm license, or individual

conducting lead-based paint activities or RRPM activities shall provide the Department with evidence of the ability to indemnify properly a person who suffers damage from lead-based paint activities or RRPM activities. This shall include one of the following:

12.2.6.3.2.1.1 Proof of effective liability insurance coverage for at least \$300,000 (e.g. an ACORD certificate of insurance); or

12.2.6.3.2.1.2 Proof of a surety bond of at least \$300,000.

12.2.6.4 For uncompensated child care operator certifications:

12.2.6.4.1 Applicants shall certify that they do not and will not offer or act to provide RRPM activities for compensation or a fee, or in competitive commercial ventures; and

12.2.6.4.2 Applicants shall identify the address of the child care facility for which they are the owner and on which they or another adult, related through blood or marriage and living in the household plan to conduct RRPM activities.

12.2.7 Incomplete applications

12.2.7.1 The Department may require further information in order to determine whether the license or certification can be issued.

12.2.7.2 If the Department requests further information from an applicant and does not receive that information within 25 business days, then the application will be considered abandoned and license or certification will be denied.

12.2.8 Denial of applications

12.2.8.1 The Commissioner may deny an application for licensure or certification to any applicant who fails to meet the standards set forth in this rule, or who does not follow the procedures established by the regulations.

The Upshot

Vermont's new lead regulation's insurance problem

Rental properties are covered by specific policies:
ISO HO & BOP

These policies exclude coverage for "Professional Services"

Professional services are those activities that require a license to perform

The Regulations require Landlords to become licensed to paint their own property

The Licensure requirement cancels the insurance liability protection

Small Landlords can't get professional contractor insurance for lead control

Can I just hire a licensed contractor to do the painting?

Good Luck!

As of January 1, 2023, you had the choice of less than 35 licensed contractors statewide licensed to perform the work. Those authorized to perform the work numbered only:

7 in all of Chittenden County,

2 in Addison County and

2 in Franklin County.

There were no licensed contractors in Grand Isle, Orange or Windsor Counties.

Washington County had one: Capstone Community Action, which is not available for hire to private landlords.

One of the two contractors in Addison County is Middlebury College - again, not offering services to the general public.

From: Lukas_Kauth@welch.senate.gov,
To: alanb72@aol.com,
Subject: Responding to your message
Date: Tue, Feb 7, 2023 3:37 pm

Dear Mr. Bjerke,

Thank you for contacting our office about the Environmental Protection Agency (EPA) delegating authority to states to enforce Renovation, Repair, and Painting (RRP) rules. The Senator asked me to reply on his behalf.

It is our understanding that, in addition to Vermont, which was granted this authority in October of 2022, these are the states EPA has allowed to enforce RRP rules:

- Alabama (2010)
- Delaware (2010)
- Georgia (2011)
- Iowa (2010)
- Kansas (2010)
- Massachusetts (2010)
- North Carolina (2010)
- Oklahoma (2013)
- Oregon (2010)
- Rhode Island (2010)
- Utah (2010)
- Washington (2011)
- Wisconsin (2009)

Thank you again for your message. We hope this information is helpful.

Best,

Lukas Kauth
Legislative Correspondent
Office of Senator Peter Welch (VT)
lukas_kauth@welch.senate.gov
Ph: 202-224-4242
www.welch.senate.gov

Subject 391-3-24 LEAD-BASED PAINT HAZARD MANAGEMENT

Rule 391-3-24-.01 Scope and Applicability

- (1) These Rules contain procedures and requirements for the accreditation of renovation and lead-based paint activities training programs, procedures and requirements for the certification of persons and firms engaged in renovation and lead-based paint activities, and standards for performing such activities. These Rules also contain requirements that all renovation and lead-based paint activities performed for compensation in target housing and child-occupied facilities shall be performed by certified persons and lead or renovation firms. No person or firm shall offer to perform renovation or lead-based paint activities without obtaining the certification and training required in these Rules. These Rules do not require the mandatory abatement of lead-based paint.
- (2) These Rules are applicable to all persons and firms who are engaged in renovation and lead-based paint activities as defined in Rule [391-3-24-.03](#), except persons who perform these activities within residential dwellings that they own, unless the residential dwelling is occupied by a person or persons other than the owner or owner's immediate family while these activities are being performed, or a child residing in the residential dwelling has been identified as having an elevated blood lead level. Each department, agency, and instrumentality of the executive, legislative, and judicial branches of the State of Georgia having jurisdiction over any property or facility, or engaged in any activity resulting, or which may result, in a lead-based paint hazard, and each officer, agent, or employee thereof, shall be subject to, and comply with all requirements, both substantive and procedural, regarding lead-based paint, lead-based paint activities, and lead-based paint hazards.
- (3) The information distribution requirements in Rule [391-3-24-.08](#) are to ensure that owners and occupants of target housing and child-occupied facilities receive information on lead-based paint hazards before renovations begin.
- (4) The training and certification requirements, the standards for performing renovation activities and associated pre-notification education and record keeping requirements under Rule [391-3-24-.04](#) and Rules [391-3-24-.08](#) through [391-3-24-.11](#) apply to all renovations performed for compensation in target housing and child-occupied facilities, except for the following:
 - (a) Renovations in target housing or child-occupied facilities in which a written determination has been made by a certified inspector or

IOWA

“XRF reading” means the number obtained when a surface is tested with an X-ray fluorescence analyzer.

[ARC 8502B, IAB 2/10/10, effective 1/13/10; ARC 0482C, IAB 12/12/12, effective 1/16/13; ARC 3104C, IAB 6/7/17, effective 7/12/17; ARC 4906C, IAB 2/12/20, effective 3/18/20; ARC 5763C, IAB 7/14/21, effective 8/18/21]

641—70.3(135) Lead professional certification. A person or a firm shall not conduct lead abatement, renovation, clearance testing after lead abatement, lead-free inspections, lead inspections, elevated blood lead (EBL) inspections, lead hazard screens, risk assessments, visual risk assessments, clearance testing after renovation, or interim controls, paint stabilization, standard treatments, ongoing lead-based paint maintenance, or rehabilitation pursuant to 24 CFR Part 35 unless the person or firm has been certified by the department in the appropriate discipline. **However, persons who perform these activities within residential dwellings that they own are not required to be certified, unless the residential dwelling is occupied by a person other than the owner or a member of the owner’s immediate family while these activities are being performed.** In addition, elevated blood lead (EBL) inspections shall be conducted only by certified elevated blood lead (EBL) inspector/risk assessors employed by or under contract with the department, a local board of health, or a public housing agency. In addition, persons who perform renovation under the supervision of a certified lead-safe renovator, certified lead abatement contractor, or certified lead abatement worker and who have completed on-the-job training are not required to be certified. However, on-the-job training does not meet the training requirement for work conducted pursuant to 24 CFR Part 35. Lead professionals and firms shall not state that they have been certified by the state of Iowa unless they have met the requirements of 641—70.5(135) and been issued a current certificate by the department.

[ARC 8502B, IAB 2/10/10, effective 1/13/10; ARC 3104C, IAB 6/7/17, effective 7/12/17; ARC 4906C, IAB 2/12/20, effective 3/18/20; ARC 5763C, IAB 7/14/21, effective 8/18/21]

641—70.4(135) Course approval and standards. All lead professional training courses for initial certification and refresher training must be approved by the department. Training programs shall not state that they have been approved by the state of Iowa unless they have met the requirements of 641—70.4(135) and been approved by the department.

70.4(1) Training courses shall meet the following requirements:

a. The training program offering the course shall employ a training manager who has the following qualifications:

(1) A bachelor’s or graduate degree in building construction technology, engineering, industrial hygiene, safety, public health, or a related field; or two years of experience in managing a training program specializing in environmental hazards.

(2) Demonstrated experience, education, or training in lead professional activities, including lead inspection, lead abatement, lead-safe work practices, painting, carpentry, renovation, remodeling, occupational safety and health, or industrial hygiene.

b. The training manager shall designate a qualified principal instructor for each course who has the following qualifications:

(1) Demonstrated experience, education, or training in teaching workers or adults.

(2) Certification as a lead inspector/risk assessor, elevated blood lead (EBL) inspector/risk assessor, or lead abatement contractor. In the case of a course for training lead-safe renovators, the principal instructor may be certified as a sampling technician.

(3) Demonstrated experience, education, or training in lead professional activities, including lead inspection, lead abatement, lead-safe work practices, painting, carpentry, renovation, remodeling, occupational safety and health, or industrial hygiene.

c. The principal instructor shall be responsible for the organization of the course and oversight of the teaching of all course material. The training manager may designate guest instructors as needed to provide instruction specific to the lecture, hands-on activities, or work practice components of a course.

d. The training program shall ensure the availability of, and provide adequate facilities for, the delivery of the lecture, course test, hands-on training, and assessment activities. This includes providing

SUBCHAPTER 1. GENERAL PROVISIONS

Section

- 252:110-1-1. Purpose
- 252:110-1-2. Basis and authority
- 252:110-1-3. Scope and applicability
- 252:110-1-4. Terms
- 252:110-1-5. Consideration of other laws
- 252:110-1-6. Severability
- 252:110-1-7. Reference to 40 CFR [REVOKED]

252:110-1-1. Purpose

The rules in this Chapter implement the **Oklahoma** Lead-based Paint Management Act, 27A O.S., § 2-12-101 *et seq.*, as amended.

252:110-1-2. Basis and authority

The rules in this Chapter were promulgated and adopted pursuant to the Oklahoma Environmental Quality Code, 27A O.S., § 2-1-101 *et seq.*, as amended.

252:110-1-3. Scope and applicability

This Chapter applies to all individuals and firms who are engaged in lead-based paint services in target housing and child-occupied facilities, **except persons who perform these services within residential dwellings that they own, unless the residential dwelling is occupied by a person or persons other than the owner or the owner's immediate family while these services are being performed,** or a child residing in the building has been identified as having an elevated blood lead level. This Chapter contains procedures and requirements for the accreditation of lead-based paint services training programs, procedures and requirements for the certification of individual and firms engaged in lead-based paint services, and work practice standards for performing such services.

252:110-1-4. Terms

Terms used in this Chapter shall have the meanings given them in Subchapter 3 of this Chapter unless the context clearly indicates otherwise. Any technical term not defined in the Oklahoma Environmental Quality Code, the Oklahoma Lead-based Paint Management Act or by this Chapter shall be defined by its generally accepted scientific meaning or its standard dictionary meaning.

252:110-1-5. Consideration of other laws

Compliance with the requirements of the Oklahoma Environmental Quality Code, the Oklahoma Lead-based Paint Management Act and this Chapter shall not preclude compliance with any other applicable local, state and federal regulations, rules, laws, or other requirements.

252:110-1-6. Severability

The provisions of this Chapter are severable, and if any part or provision hereof shall be held void, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this Chapter.

252:110-1-7. Reference to 40 CFR [REVOKED]

UTAH

R307. Environmental Quality, Air Quality.

R307-840. Lead-Based Paint Program Purpose, Applicability, and Definitions.

R307-840-1. Purpose and Applicability.

(1) Rule R307-840, R307-841, and R307-842 establish procedures and requirements for the accreditation of training programs for lead-based paint activities and renovations, procedures and requirements for the certification of individuals and firms engaged in lead-based paint activities and renovations, and work practice standards for performing such activities. These rules also require that, except as outlined in R307-840-1(2), all lead-based paint activities and renovations, as defined in these rules, must be performed by certified individuals and firms.

(2) R307-840, R307-841, and R307-842 apply to all individuals and firms who are engaged in lead-based paint activities and renovations as defined in R307-840-2, except persons who perform these activities within residential dwellings that they own, unless the residential dwelling is occupied by a person or persons other than the owner or the owner's immediate family while these activities are being performed, or a child residing in the building has been identified as having an elevated blood lead level.

(3) R307-840, R307-841, and R307-842 identify lead-based paint hazards. The standards for lead-based paint hazards apply to target housing and child-occupied facilities.

(4) R307-840, R307-841, and R307-842 do not require the owner of the property or properties subject to these rules to evaluate the property or properties for the presence of lead-based paint hazards or take any action to control these conditions if one or more of them is identified.

(5) While R307-840, R307-841, and R307-842 establish specific requirements for performing lead-based paint activities and renovations should they be undertaken, these rules do not require that the owner or occupant undertake any particular lead-based paint activity or renovation.

(6) Individuals or firms wishing to deviate from the certification, notification, work practice, or other requirements of R307-840, R307-841, and/or R307-842 may do so only after requesting and obtaining written approval from the director.

R307-840-2. Definitions.

The following definitions apply to R307-840, R307-841, and R307-842, in addition to the definitions found in R307-101-2.

"Abatement" means any measure or set of measures designed to permanently eliminate lead-based paint hazards. Abatement includes, but is not limited to:

(1) The removal of paint and dust, the permanent enclosure or encapsulation of lead-based paint, the replacement of painted surfaces or fixtures, or the removal or permanent covering of soil, when lead-based paint hazards are present in such paint, dust, or soil; and

(2) All preparation, cleanup, disposal, and post-abatement clearance testing activities associated with such measures.

(3) Specifically, abatement includes, but is not limited to:

(a) Projects for which there is a written contract or other documentation, which provides that an individual or firm will be conducting activities in or to a residential dwelling or child-occupied facility that:

(i) Shall result in the permanent elimination of lead-based paint hazards; or

(ii) Are designed to permanently eliminate lead-based paint hazards and are described in paragraphs (1) and (2) of this definition.

(b) Projects resulting in the permanent elimination of lead-based paint hazards, conducted by firms or individuals certified in accordance with R307-842-2, unless such projects are covered by paragraph (4) of this definition;

(c) Projects resulting in the permanent elimination of lead-based paint hazards, conducted by firms or individuals who, through their company name or promotional literature, represent, advertise, or hold themselves out to be in the business of performing lead-based paint activities as identified and defined by this section, unless such projects are covered by paragraph (4) of this definition; or

(d) Projects resulting in the permanent elimination of lead-based paint hazards that are conducted in response to State of Utah or local abatement orders.

(4) Abatement does not include renovation, remodeling, landscaping or other activities, when such activities are not designed to permanently eliminate lead-based paint hazards, but, instead, are designed to repair, restore, or remodel a given structure or dwelling, even though these activities may incidentally result in a reduction or elimination of lead-based paint hazards. Furthermore, abatement does not include interim controls, operations and maintenance activities, or other measures and activities designed to temporarily, but not permanently, reduce lead-based paint hazards.

"Accredited Training Program" means a training program that has been accredited by the director pursuant to R307-842-1 to provide training for individuals engaged in lead-based paint activities.

"Adequate Quality Control" means a plan or design which ensures the authenticity, integrity, and accuracy of samples, including dust, soil, and paint chip or paint film samples. Adequate quality control also includes provisions for representative sampling.

"Arithmetic Mean" means the algebraic sum of data values divided by the number of data values (e.g., the sum of the concentration of lead in several soil samples divided by the number of samples).

"Business Day" means Monday through Friday with the exception of federal and State of Utah holidays.

"Certificate of Mailing" means Certificate of Mailing as defined by the United States Postal Service.

"Certified Abatement Worker" means an individual who has been trained by an accredited training program and certified by the director pursuant to R307-842-2 to perform abatements.

"Certified Dust Sampling Technician" means an individual who has been trained by an accredited training program and certified by the director pursuant to R307-841-8(1) and R307-842-2 to collect dust samples.

Authority, purpose and scope.

(1) The authority for these regulations is chapter **70A.420** RCW.

(2) Purpose.

(a) These regulations address **Washington's** need for a qualified and properly trained work force to perform lead-based paint activities, and lead-based paint renovation work, as defined in these rules, to safeguard the environment and protect human health, especially for children under six years of age and other high-risk groups from lead-based paint hazards.

(b) These regulations prescribe the accreditation requirements for training providers offering lead-based paint activities and lead-based paint renovation training courses to qualify individuals for lead-based paint certification and will require that all lead-based paint training courses be offered or provided only by accredited training providers.

(c) These regulations prescribe the certification requirements of individuals and firms engaged in lead-based paint activities and renovation in target housing and child occupied facilities.

(d) These regulations establish work practice standards for the performance of lead-based paint abatement, inspection, risk assessment, renovation, dust sampling by individuals and firms, and will require that only certified individuals and the certified firms employing such individuals perform these lead-based paint activities and lead-based paint renovations.

(3) Scope.

(a) **These rules apply to all individuals and firms** that are engaged in lead-based paint activities and lead-based paint renovation as defined in these regulations, (WAC 365-230-200 and 365-230-330) **except persons who perform these activities within residential dwellings that they own, unless the residential dwelling is occupied by a person or persons other than the owner or the owner's immediate family while these activities are being performed**, or a child residing in the building has been identified as having an elevated blood lead level.

(b) These rules establish the requirement that lead-based paint activities and renovation be performed only by certified individuals and the certified firms employing such individuals.

(c) These rules prescribe the requirements for, and the manner of, certifying competency of applicants for certification of lead-based paint inspector, risk assessor, renovator, dust sampling technician, supervisor, project designer, and abatement worker, and of legally registered firms employing such individuals.

(d) These rules prescribe work practice standards for lead-based paint abatement and renovation, and for the performance of lead-based paint inspection, risk assessment, renovation, dust sampling, and those actions or circumstances that constitute failure to achieve or maintain competency, or that otherwise are contrary to the public interest, for which the department may deny, suspend, revoke, or modify certification.

(e) These rules establish application fees for certification and accreditation.

(f) These rules establish a procedure by which training providers may apply for and obtain accreditation to offer initial and refresher lead-based paint courses in any of the following disciplines: Inspector, risk assessor, renovator, dust sampling technician, supervisor, project designer, and abatement worker.

(g) These rules prescribe the requirements for training programs to provide, offer, or claim to provide accredited lead-based paint activities and renovation courses.

(h) These rules prescribe those actions or circumstances that constitute failure to achieve or maintain competency, or that otherwise are contrary to the public interest, for which the department may deny, suspend, revoke or modify accreditation.

- (v) The certified abatement contractor or the firm retains appropriate records.
- (e) **Revisions to lead-based paint activities program requirements.** When EPA publishes in the FEDERAL REGISTER revisions to the lead-based paint activities program requirements contained in subpart L of this part:
 - (1) A State or Tribe with a lead-based paint activities program approved before the effective date of the revisions to the lead-based paint activities program requirements in subpart L of this part must demonstrate that it meets the requirements of this section in a report that it submits pursuant to § 745.324(h) but no later than two years after the effective date of the revisions.
 - (2) A State or Tribe with an application for approval of a lead-based paint activities program submitted but not approved before the effective date of the revisions to the lead-based paint activities program requirements in subpart L of this part must demonstrate that it meets the requirements of this section either by amending its application or in a report that it submits pursuant to § 745.324(h) but no later than two years after the effective date of the revisions.
 - (3) A State or Tribe submitting its application for approval of a lead-based paint activities program on or after the effective date of the revisions must demonstrate in its application that it meets the requirements of the new lead-based paint activities program requirements in subpart L of this part.

[61 FR 45825, Aug. 29, 1996, as amended at 66 FR 1240, Jan. 5, 2001; 84 FR 32648, July 9, 2019]

§ 745.326 Renovation: State and Tribal program requirements.

- (a) **Program elements.** To receive authorization from EPA, a State or Tribal program must contain the following program elements:
 - (1) For pre-renovation education programs, procedures and requirements for the distribution of lead hazard information to owners and occupants of target housing and child-occupied facilities before renovations for compensation.
 - (2) For renovation training, certification, accreditation, and work practice standards programs:
 - (i) Procedures and requirements for the accreditation of renovation and dust sampling technician training programs. A State and Tribal program is not required to include procedures and requirements for the dust sampling technician training discipline if the State or Tribal program requires dust sampling to be performed by a certified lead-based paint inspector or risk assessor.
 - (ii) Procedures and requirements for accredited initial and refresher training for renovators and dust sampling technicians and on-the-job training for other individuals who perform renovations.
 - (iii) Procedures and requirements for the certification of individuals and/or firms.
 - (iv) Requirements that all renovations be conducted by appropriately certified individuals and/or firms.
 - (v) Work practice standards for the conduct of renovations.
 - (3) For all renovation programs, development of the appropriate infrastructure or government capacity to effectively carry out a State or Tribal program.

- (2) The State or Tribal program must establish procedures and requirements for the acceptance of renovation training offered by training providers accredited by EPA or a State or Tribal program authorized by EPA under this subpart.
- (d) **Certification of individuals and/or renovation firms.** To be considered at least as protective as the Federal program, the State or Tribal program must:
 - (1) Establish procedures and requirements that ensure that individuals who perform or direct renovations are properly trained. These procedures and requirements must include:
 - (i) A requirement that renovations be performed and directed by at least one individual who has been trained by an accredited training program.
 - (ii) Procedures and requirements for accredited refresher training for these individuals.
 - (iii) Procedures and requirements for individuals who have received accredited training to provide on-the-job training for those individuals who perform renovations but do not receive accredited training. A State and Tribal program is not required to include procedures and requirements for on-the-job training for renovation workers if the State or Tribal program requires accredited initial and refresher training for all persons who perform renovations.
 - (2) Establish procedures and requirements for the formal certification and re-certification of renovation firms.
 - (3) Establish procedures for the suspension, revocation, or modification of certifications.
- (e) **Work practice standards for renovations.** To be considered at least as protective as the Federal program, the State or Tribal program must establish standards that ensure that renovations are conducted reliably, effectively, and safely. At a minimum, the State or Tribal program must contain the following requirements:
 - (1) Renovations must be conducted only by certified renovation firms, using trained individuals.
 - (2) Renovations are conducted using lead-safe work practices that are at least as protective to occupants as the requirements in § 745.85.
 - (3) Certified individuals and/or renovation firms must retain appropriate records.
- (f) **Revisions to renovation program requirements.** When EPA publishes in the FEDERAL REGISTER revisions to the renovation program requirements contained in subparts E and L of this part:
 - (1) A State or Tribe with a renovation program approved before the effective date of the revisions to the renovation program requirements in subparts E and L of this part must demonstrate that it meets the requirements of this section no later than the first report that it submits pursuant to § 745.324(h) but no later than 2 years after the effective date of the revisions.
 - (2) A State or Tribe with an application for approval of a renovation program submitted but not approved before the effective date of the revisions to the renovation program requirements in subparts E and L of this part must demonstrate that it meets the requirements of this section either by amending its application or in the first report that it submits pursuant to § 745.324(h) of this part but no later than 2 years after the effective date of the revisions.
 - (3) A State or Tribe submitting its application for approval of a renovation program on or after the effective date of the revisions must demonstrate in its application that it meets the requirements of the new renovation program requirements in subparts E and L of this part.

H.184

Introduced by Representatives Bluemle of Burlington, Ode of Burlington, and
Stebbins of Burlington

Referred to Committee on

Date:

Subject: Human services; public health; lead poisoning prevention; renovation,
repair, painting, and maintenance (RRPM); landlord exemption

Statement of purpose of bill as introduced: This bill proposes to certify rather
than license the owner of rental housing performing RRPM on the owner's
rental property.

An act relating to exempting an owner of rental housing from renovation,
repair, painting, and maintenance (RRPM) licensing requirements

It is hereby enacted by the General Assembly of the State of Vermont:

Sec. 1. LEGISLATIVE INTENT

It is the intent of the General Assembly that the owner of rental housing
may perform RRPM as defined in 18 V.S.A. § 1751 on the owner's rental
property under a certificate instead of a license.

1 Sec. 2. 18 V.S.A. § 1752 is amended to read:

2 § 1752. ACCREDITATION OF TRAINING PROGRAMS; INDIVIDUALS,
3 ENTITIES, OR FIRMS INVOLVED IN LEAD-BASED PAINT OR
4 RRPM ACTIVITIES

5 * * *

6 (d) The Commissioner shall certify individuals engaged in RRPM activities
7 for no compensation and who have successfully completed an accredited
8 training program and met all other requirements as the Commissioner may
9 impose by rule. As used in this subsection, “individuals engaged in RRPM
10 activities for no compensation” includes the owner of rental housing who
11 performs RRPM at the owner’s rental property.

12 * * *

13 Sec. 3. EFFECTIVE DATE

14 This act shall take effect on July 1, 2023.

Conclusion

1. Vermont Department of Health's new lead paint regulation did not do what they told the Legislature they would do.
2. The Department's presentation to LCAR misrepresented the economic impact of the new regulation.
3. The new regulation has an insurance problem that prevents landlords from being able to be licensed to paint their own property.
4. There are not enough licensed painters to hire and won't be anytime soon.
5. The EPA has approved several other State's regulations that allow landlords to paint their own rental units without licenses or special insurance.
6. H.184 will require that landlords be treated the same as childcare operators they must:
 - Receive the full 8-hour training;
 - Pass a written exam;
 - Use lead-safe work practices and equipment; and,
 - Not hold themselves out for hire to others.

Please pass the contents of H.184 this year.