

**HUDSON CITY SCHOOL DISTRICT  
REGULAR BOARD OF EDUCATION MEETING  
FEBRUARY 11, 2013 – 7:00 P.M.  
M. C. SMITH INTERMEDIATE SCHOOL CAFETERIA**

Minutes Meeting #17

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The regular meeting of the Hudson City School District Board of Education was held on February 11, 2013 at the M. C. Smith Intermediate School cafeteria, 102 Harry Howard Ave., Hudson, NY.

**PLEDGE OF ALLEGIANCE**

The meeting was called to order by President Peter Merante at 7:00 p.m. with the following Board Members in attendance:

**PRESENT:**

Peter D. Merante, Sr.  
Jeri Chapman  
Kelly Frank  
Tiffany Hamilton  
Carrie Otty  
Peter A. Rice, Jr.  
Meagan Pinkowski, Student Representative

**LATE ARRIVAL:**

Elizabeth Fout

**ALSO PRESENT:** Superintendent  
Coordinator of School Improvement  
School Business Executive  
Clerk of the Board

Maria J. Suttmeier  
April Prestipino  
Robert D. Yusko, Jr.  
Frieda A. Van Deusen

Ms. Frank made a motion, seconded by Ms. Otty, that the Board of Education accept the Board Agenda with the following additions:  
One (1) Public Forum - before Executive Session

**AGENDA ACCEPTED**

- One (1) Public Forum - before Executive Session
- Old Business 9.1.4 – Greenport School Price Listing discussion
- New Business 14.1.1 – Children’s Book Festival Pancake Breakfast

Board Member Elizabeth Fout arrived at the meeting at 7:02 p.m.

**E. FOUT ARRIVED AT MEETING**

Student Representative’s Report – Meagan Pinkowski updated the Board on upcoming student Events including the rescheduled Robotics Pancake Breakfast at Applebees on February 23<sup>rd</sup>.

**STUDENT REP’S REPORT**

Presentations:

**PRESENTATIONS**

2013-2014 Preliminary Budget Forecast – Robert Yusko, School Business Executive, presented a powerpoint review of the current 2012-2013 revenues , highlighted what our current expenditures looks like and what our current budget looks like. He then rolled forward to 2013-2014 to show what our expenditures in all the expense categories are projected to be and what our projected revenues will be. He concluded with different scenarios on how we could fill the budget gap of over \$2,000,000. Mr. Yusko also fielded questions from the Board.

Instructional Conversations:

**INSTRUCTIONAL CONVERSATIONS**

Six Instructional Shifts Demanded by the Common Core Learning Standards in ELA/Literacy – Both Superintendent Maria Suttmeier and Coordinator of School Improvement April Prestipino, conversed with the Board in regard to the Pedagogical Shifts in ELA/Literacy and Math which are demanded by the Common Core State Standards. Shifts 1, 2 and 3 in ELA/Literacy were covered this evening.

**PUBLIC FORUM  
MOTION**

Ms. Fout made a motion, seconded by Ms. Frank, that the Board of Education hold one (1) public forum just prior to Executive Session.  
Ayes – 7                      Nays – 0                      MOTION CARRIED

**PUBLIC FORUM**

Alice Hoffman – Addressed the issues that she had brought up at the December 6th Board Meeting regarding: policy denying access in building, \$5000 computer audit, ongoing fees related to investigation, HS Principal assigned to Questar but not working.

Stephanie Dingman - Read a response to Ms. Fout’s unmuffled interview.

**EXECUTIVE  
SESSION**

On a motion by Ms. Fout, with a second by Ms. Frank, the Board of Education went into Executive Session at 8:00 p.m. to discuss the sale/lease of our Greenport and Claverack buildings.  
Ayes – 7                      Nays – 0                      MOTION CARRIED

The Board of Education came out of Executive Session at 8:50 p.m. on a motion by Ms. Frank, with a second by Ms. Otty.  
Ayes – 7                      Nays – 0                      MOTION CARRIED

**ACCEPT OFFER #1  
CLAVERACK SCH.**

Be It Resolved, that the Board of Education, on a motion by Ms. Frank, with a second by Ms. Otty, accepts Offer #1 in the amount of \$390,000, as attached, for the sale of the Claverack School.  
Ayes – 7                      Nays – 0                      MOTION CARRIED

**PERSONNEL AGENDA  
ITEMS 8.1.1-8.1.7**

On a motion by Ms. Fout, with a second by Ms. Frank, the Board of Education approved personnel agenda items 8.1.1-8.1.17, as attached.  
Ayes – 7                      Nays – 0                      MOTION CARRIED

**OLD BUSINESS**

Board press release – Mr. Merante read a press release as printed in the Columbia Paper.

Response to recent public statement – In regard to a recent public statement regarding decisions behind closed doors, there is never a decision made behind closed doors.

Interventions and process regarding PINS – The Superintendent indicated that PINS are placed at the building level as a last resort. The district is gathering information to see how many PINS have been placed by the school with regards to the total number living in the district before we continue discussion about this publicly.

Kim Lybolt, Director of Student Services, spoke to the Board in regard to PINS procedure and the steps taken by the district before a PINS is processed.

Greenport School price listing – Our Greenport building has been on the market for 2 years at \$900,000. Following some discussion the following motion was made:

On a motion by Ms. Frank, with a second by Ms. Chapman, the Board of Education agrees to lower the selling price of the Greenport School to \$750,000.  
Ayes – 7                      Nays – 0                      MOTION CARRIED

**CONSENSUS  
AGENDA ITEMS  
11.1.1-11.1.3**

On a motion by Ms. Frank, with a second by Ms. Otty, the Board of Education approves consensus agenda items 11.1.1-11.1.3, as follows:  
Ayes – 7                      Nays – 0                      MOTION CARRIED

**DONATION FROM  
PETER SPEARS**

Be It Resolved, that the Board of Education accepts a donation from Mr. Peter Spears of nearly 200 new books, valued at over \$2,000.00, for use in the Hudson Reads program, and directs the Board Clerk to send a thank you.

**TREASURER’S  
REPORT**

Be It Resolved, that the Board of Education approves the attached Treasurer’s Report for the month of December 31, 2012.

**Be It Resolved**, that the Board of Education accepts the attached Cash Flow Projection Report as prepared by the Treasurer for the period July 2012 through 2013, updated to reflect information received through December 31, 2012. **CASH FLOW REPORT**

**Be It Resolved**, that the Board of Education, on a motion by Ms. Frank, with a second by Ms. Otty, accepts the attached Financial Report for the month ending December 31, 2012. **FINANCIAL REPORT**  
Ayes – 7      Nays – 0      **MOTION CARRIED**

**Be It Resolved**, that the Board of Education, on a motion by Ms. Frank, with a second by Ms. Otty, arranges for placement of students with disabilities (CSE and CPSE meetings held on January 2, 10, 23, 28, 31, February 1, 5, 6, 2013). **CSE & CPSE PLACEMENTS**  
Ayes – 6      Nays – 1 Ms. Fout      **MOTION CARRIED**

**Coordinator of School Improvement's Report -** **CSI REPORT**

**APPR – Ms. Prestipino informed the Board that we are looking to hire a Lead Evaluator fully funded by the Teacher-Leader Effectiveness Grant. Applications have been received and interviews will be held February 14<sup>th</sup> and 15<sup>th</sup>.**

**Distance Learning – Ms. Prestipino and Mr. Abitabile went to Catskill School District to look at their distance learning program and found it to be very impressive. Questar offers a Coser for distance learning with classroom installation of equipment costs ranging from \$65,000-89,000 and the annual Coser cost for this program at \$72,000 which is cost prohibitive for our district. Ms. Prestipino also informed the Board that the Afterschool Program is picking up an online credit recovery course for physical ed credit and we are looking for cost effective ways to offer distance learning.**

**Professional Development – Ms. Prestipino and other district staff attended a Pearson training for the ELA and Math scoring rubrics. District staff also attended a Network Team Institute training regarding curriculum modules.**

**Superintendent's Report** **SUPT.'S REPORT**

**State Review of District/Buildings – Superintendent Maria Suttmeier reported that the State will review the Junior/Senior High School, our FOCUS buildings, the week of March 18<sup>th</sup>. CASDA will be doing a review of JLE and MCSIS the same week.**

**Positive Notes – Ms. Suttmeier spoke about T-shirts for sale designed by students who participated in an After School art program sponsored by the Greater Hudson Promise Neighborhood.**

**New Business** **NEW BUSINESS**

**A Hudson Children's Book Festival Breakfast will be held on Saturday morning, May 4th, for the volunteers and authors at the Hudson Elks Club. The HCBF thanks the Elks Club for this generous donation.**

**On a motion by Ms. Frank, with a second by Ms. Hamilton, the Board of Education went into Executive Session at 10:10 p.m. to discuss the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. **EXECUTIVE SESSION****  
Ayes – 7      Nays – 0      **MOTION CARRIED**

**Board Members Tiffany Hamilton and Peter Rice left the meeting at 10:10 p.m. **T. HAMILTON & PETER RICE****

**The Board of Education came out of Executive Session at 10:24 p.m. on a motion by Ms. Frank with a second by Ms. Chapman. **MOTION CARRIED****  
Ayes – 5      Nays – 0

**ADJOURNMENT**

**The Board of Education meeting was adjourned at 10:25 p.m. on a motion by Ms. Frank, with a second by Ms. Chapman.**

**Ayes – 5            Nays – 0**

**MOTION CARRIED**

# HUMAN RESOURCES

# PERSONNEL AGENDA

February 11, 2013

## 8.1.1 HOME INSTRUCTOR APPOINTMENT

	Last Name	First Name	Position	Certification	Rate of Pay	Effective Date
A.	Wheeler	Gail	Home Instructor	Certified	\$20.00 per hour	2/12/13

## 8.1.2 SCHOOL NURSE RESIGNATION

	Last Name	First Name	Position	Location	Effective Date
A.	Wordon	Laurie	School Nurse	HJSHS	Close of business on 3/5/13

## 8.1.3 HEALTH SERVICES CO-COORDINATOR RESIGNATION

	Last Name	First Name	Position	Location	Effective Date
A.	Wordon	Laurie	Health Services Co-Coordinator	District	Close of business on 3/5/13

## 8.1.4 SUPPORT STAFF APPOINTMENT

	Last Name	First Name	Position	Location	Hours	Rate of Pay	Effective Date	Notes
A.	Figueroa	Caridad	Food Service Helper	MCSIS or District-wide as needed	4	\$9.68 per hour	2/12/13	12-week probationary period Posting #N012213-31

## 8.1.5 EXTENDED LEARNING TIME PROGRAM SUPPORT STAFF APPOINTMENT

	Last Name	First Name	Position	Location	Hours	Rate of Pay	Effective Date	Notes
A.	Ward	Kathleen	1:1 Teacher Aide for the Extended Learning Time Program	MCSIS	30 minutes after school, 1 day a week for approx. 15 weeks	Contractual Rate	2/12/13	Funding via Title I Part A To meet student's IEP requirements

**8.1.6 EXTRA-CURRICULAR SPORTS STIPEND PRO-RATED**

	<b>Last Name</b>	<b>First Name</b>	<b>Position</b>	<b>Stipend</b>	<b>Effective Dates</b>	<b>Notes</b>
A.	Hunter	Mary	Boys' JV Volleyball Coach	\$2996. (Pro-rate)	11/13/12-1/25/13	Pro-rate stipend to reflect dates. Team ended its season due to lack of players

**8.1.7 BOARD OF REGISTRATION APPOINTMENTS**

	<b>Last Name</b>	<b>First Name</b>	<b>Position</b>	<b>Effective Dates</b>	<b>Rate of Pay</b>
A.	Kirker	Norma	Chairperson and Board of Registration for HCSD	2/15/2013-2/14/2014	\$8.00 per hour
B.	Reese	Margaret	Board of Registration for HCSD	2/15/2013-2/14/2014	\$7.50 per hour
C.	Schneider	Beverly	Board of Registration for HCSD	2/15/2013-2/14/2014	\$7.50 per hour

**All appointments are subject to and shall not constitute employment by the District unless and until clearance for employment has been received from the State Education Department relating to fingerprinting and criminal history record check of the prospective school employee, where required by law.**

Offer #1 (\$390,000)

COLUMBIA-GREENE BOARD OF REALTORS®, INC.

Standard Purchase Offer & Deposit Receipt

THIS IS A LEGALLY BINDING CONTRACT. IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY BEFORE SIGNING.

The undersigned (Purchaser) hereby offers to purchase from the owner thereof (Seller) the following real property

621 SR 23B CLAVERTON, NY

Tax Map ID: 121.3-1-89 CA

for the purchase price of Three Hundred and Ninety Thousand, 00 (Dollars)

(\$390,000.00) to be paid as follows:

- \$3900.00 upon signing this offer (to be returned if not accepted)
- \$15,600.00 upon the execution of a formal contract
- \$374,400.00 upon transfer of title (cash, bank check or certified check).

CONTINGENCIES

- Mortgage: Yes  No  Amount \$ 290,000.00 from lending institution at prevailing interest rate from Seller at % for years
- Insurable Title and Attorney's Approval of Same
- Potable Water: Yes  No
- Satisfactory Engineer's Structural Inspection: Yes  No
- Satisfactory Septic Inspection: Yes  No
- Satisfactory Pest Inspection: Yes  No
- Satisfactory Radon Test: Yes  No

All tests and inspections will be paid for by the purchaser and completed by: 15 BUSINESS DAYS FROM ACCEPTED OFFER

REMARKS

\* Please refer to additional attached contingencies.

Sale includes the following items:

- The parties shall enter into a formal contract of sale for the subject premises by the 10 BUSINESS DAYS FROM ATTORNEY APPROVAL DATE day of
- In the event the parties are unable to enter into a formal contract by said date, either party, who acted in good faith, shall have the right to cancel this purchase offer and the Purchaser shall be entitled to a return of the deposit in full.
- The aforesaid date may be extended by mutual agreement of the parties and/or their attorneys in writing.

- The closing of title shall take place at the lending institution granting the mortgage, the office of the attorney for the lending institution or the office of the attorney for the seller on or about the 30 day of JUNE, 2013.
- Any deposit made hereunder shall be held in escrow by the \_\_\_\_\_ undersigned broker,  the listing office, or  the attorney for seller with proof of deposit in his/her escrow account in \_\_\_\_\_ (Bank Name).
- Upon the execution of a formal contract of sale, or sooner at the option of the undersigned broker or the listing office, if and as appropriate, the aforesaid deposit shall be turned over to the attorney for the Seller, who shall hold the same in escrow pending closing of title.
- The parties hereto acknowledge that PRUDENTIAL MANOR HOMES and N/A is/are the sole Real Estate Broker(s) who brought about the within sale and the commission(s) therefore will be paid pursuant to the terms of a separate agreement(s).
- Purchaser may not assign this purchase offer, in whole or in part, without the prior written consent of the Seller.
- When the sense of this purchase offer shall require, the words "Seller" or "Purchaser" shall be considered as plural.

This agreement is contingent upon Purchaser and Seller obtaining approval of this agreement by their attorney as to all matters, without limitation. This contingency shall be deemed waived unless Purchaser's or Seller's attorney on behalf of their client notifies BOTH ATTORNEYS AGENCY in writing, of their disapproval of this agreement no later than 7 BUSINESS DAYS FROM RECEIPT. If Purchaser's or Seller's attorney so notifies, then this agreement shall be deemed cancelled, null and void, and all deposits shall be returned to Purchaser.

Craig Naugh 2/13/13  
 Broker or Authorized Representative Date  
518-965-1389 / 518-758-1300  
 Phone Number  
Maria J. Suttmeier 2/13/13  
 Seller Date  
Maria J. Suttmeier \_\_\_\_\_  
 Seller Date  
215 Harry Howard Ave.  
 Seller's Address Hudson, NY 12534  
Virginia Benedict  
 Seller's Attorney  
 Phone: 518-828-9444  
 Fax: 518-828-9719


Craig Naugh 2/13/13  
 Broker or Authorized Representative Date  
518-758-1300 / 518-965-1389  
 Phone Number  
Shari Kline, Inc. 2/8/13  
 Purchaser Date  
P.O. BOX 416 CLAVERACK NY 12513  
 Purchaser's Address  
PAUL FRIEDMAN  
 Purchaser's Attorney  
 Phone: 518-828-2021  
 Fax: 518-828-2021 2420




\* Offer #1: Contingencies

1. Completion of a phase 1 and/or 2 environmental study (which I will pay for).
2. Review of the rental lease with the County Court with the purpose of ensuring that it is transferable to the new owner and that the renter will be responsible for the rent plus heat and electricity expenses.
3. Review of the work that the County Court is undertaking / planning to undertake in order to make the building suitable for their purposes.
4. Approval from the Planning Board, and any other municipal agency for me to operate Traditions Linens in that building.
5. Clear and marketable title.
6. Acceptable survey
7. Structural/Engineering inspection of property
8. Potable water
9. Adequate septic system
10. Formal Contract of Sale

1-9 To be detailed in formal  
Contract of Sale.

 2-13-13

 2-14-13



New York State  
DEPARTMENT OF STATE  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001

Customer Service: (518) 474-4429  
www.dos.state.ny.us

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## **New York State Disclosure Form for Buyer and Seller**

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### **THIS IS NOT A CONTRACT**

*New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.*

*Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.*

*If you need legal, tax or other advice, consult with a professional in that field.*

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### **Disclosure Regarding Real Estate Agency Relationships**

#### **Seller's Agent**

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

#### **Buyer's Agent**

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and

on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

#### **Broker's Agents**

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

#### **Dual Agent**

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to

both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

**Dual Agent with Designated Sales Agents**

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision

of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by CRAIG HAIGH (print name of licensee) of PRUDENTIAL MANOR HOMES (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- Seller as a (check relationship below)
- Seller's agent
- Broker's agent
- Buyer as a (check relationship below)
- Buyer's agent
- Broker's agent
- Dual agent
- Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- Advance informed consent dual agency
- Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: \_\_\_\_\_ is appointed to represent the buyer; and \_\_\_\_\_ is appointed to represent the seller in this transaction.

(I) (We) Shari Kline acknowledge receipt of a copy of this disclosure

form: signature of { } Buyer(s) and/or { } Seller(s):

Shari Kline  
Shari Kline, Inc.

Greg Hattner  
Hudson CGD

Date: 2/8/13

Date: 2/13/13



**Prudential**

**Manor Homes, REALTORS®  
Blake-Atlantic, REALTORS®**

Addendum

**Disclosure of Affiliate Companies**

Blake Realty Inc. d/b/a Prudential Manor Homes, Realtors/Prudential Blake-Atlantic, Realtors, is a real estate broker duly licensed by the State of New York with its principal office at 8 Airline Drive, Albany, New York 12205.

There exists a close affiliation and to some degree, a common ownership of Blake Realty Inc. d/b/a Prudential Manor Homes, Realtors/Prudential Blake-Atlantic, Realtors and the following group of companies: Prudential Real Estate Affiliates Inc., Prudential Real Estate Financial Services of America and its various Limited Partnerships, Prudential Bank, Prudential Insurance Company of North America, Prudential Property and Casualty Insurance Company, Homestead Funding Corp., Homestead Funding Corp. dba First Niagara Mortgage and Capital District Appraisals Inc.

All of these companies provide services which are sometimes needed or desired by Sellers and/or Buyers of real property. We proudly recommend these companies as they provide quality service, value and convenience. We may receive fees or other compensation from these service providers. However, you are under no obligation to use any of them. You may be able to obtain a better price by shopping for other service providers. You as the Buyer or Seller should determine to your own satisfaction which services you need or desire and which company can best provide these services. You agree that Blake Realty Inc., d/b/a Prudential Manor Homes and Realtors/Prudential Blake Atlantic, Realtors shall not be responsible or liable for any loss or damage of any sort incurred as the result of your dealings with the above companies or vendors.

As a Real Estate Broker, we are not advisors on legal, engineering, surveying, water quantity or quality, the existence of insect infestation, structural condition or other technical matters. We will be pleased to provide you with information on how to engage such other professionals as you may determine to use in your transaction. Our goal is to arrange a meeting of the minds between the buyer and seller and to make the transaction as easy as possible. We will be happy to answer any questions regarding our role as Real Estate Broker.

Blake Realty, Inc. d/b/a Prudential Manor Homes, Realtors/Prudential Blake-Atlantic, Realtors

By: Realtor/Realtor Associate CRAIG HAIGIT

I/We have read, understand and have been provided with a copy of this disclosure.

Date: 1/14/12  
Date: 2/13/13  
Date: 2/8/13  
Date: \_\_\_\_\_

X Seller: [Signature]  
X Seller: [Signature]  
Buyer: [Signature]  
Buyer: \_\_\_\_\_

4/07 Approved by Counsel

An independently owned and operated member of Prudential Real Estate Affiliates, Inc.

# DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT

## LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

### Lead Warning Statement

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

### Seller's Disclosure (initial)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
- \_\_\_\_\_
- \_\_\_\_\_
- Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- (b) Records and Reports available to the seller (check one below):
- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):
- \_\_\_\_\_
- \_\_\_\_\_
- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's Acknowledgment (initial)

- (c) Purchaser has received copies of all information listed above.
- (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- (e) Purchaser has (check one below):
- Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgment (initial)

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

### Certification of Accuracy

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

<u>    </u> <u>    </u> <u>2/8/13</u> Purchaser Date	x	<u>    </u> <u>    </u> <u>2/13/13</u> Seller Date
<u>    </u> <u>    </u> <u>    </u> Purchaser Date		<u>    </u> <u>    </u> <u>1/14/12</u> Seller Date
<u>    </u> <u>    </u> <u>2/7/13</u> Agent Date		<u>    </u> <u>    </u> <u>1/14/12</u> Agent Date

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES. SEE BACK FOR DETAILS.

TRADITIONS LINENS  
P.O. BOX 416  
CLAVERRACK, NEW YORK 12513  
(518) 851-3975

FIRST NIAGARA  
50-7044/2223

058273

58273

02/08/13      \*\*\*3900.00\*\*\*  
DATE                                  AMOUNT

Three thousand nine hundred and 00/100 Dollars

PRUDENTIAL MANOR HOME



*Daniel*

AUTHORIZED SIGNATURE

MP

⑆058273⑆ ⑆222370440⑆ 7900464020 ⑆

PAY  
TO THE  
ORDER  
OF.