

Appendix 1: Excerpts from Deeds

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... along the lands of the party of the second part south 23 degrees 28 minutes 10 seconds west one hundred and twenty (120) feet; thence along lands of the party of the second part north 61 degrees 40 minutes 40 seconds west fifteen (15) feet; thence north 28 degrees 34 minutes 10 seconds east one hundred twenty (120) feet; thence along lands of Alfred B. Debus North 61 degrees 40 minutes 40 seconds east fifteen (15) feet to the place of beginning. BEING a portion of the premises conveyed to the parties of the first part herein by William M. Gossley and Margaret E. Smalley by deed dated 1st, 1916, and recorded in the office of the Clerk of Putnam County in the office of Deeds page 116.

This deed is subject to the following conditions: a part of the consideration of this deed and run with the land; FIRST: That parcel hereby conveyed shall be used for school park and playground purposes only and no building or other structure of any nature shall be erected thereon.

SECOND: Whereas the parties of the first part desire at all times a solid foundation for the wire fence now erected along the east boundary of their remaining land and desire at all times that their remaining land shall maintain its natural grade, and whereas the level of the school athletic field nearby to said remaining land is below the level of the said remaining land, therefore said party of the second part agrees that, unless and until the athletic field level is brought to the same level as said remaining land along its east boundary, the party of the second part shall maintain a uniform slope starting upwards along a line parallel to the west boundary of the parcel conveyed and on the present level of the school athletic field and five feet easterly from the said west boundary measured horizontally. From said parallel line said slope shall run upwards to a line parallel to the east boundary of the parcel hereby conveyed and distant two feet from measured horizontally. The slope of the land hereby conveyed which is not so sloped, shall be as nearly as practicable a continuation of the natural slope of the remaining lands of the parties of the first part along the west boundary of the land hereby conveyed. The party of the second part agrees not to lower the level of its athletic field along the slope above mentioned; however, it is understood that this restriction is governed by the present level of said west boundary as marked by concrete corner posts, and the bottom of said iron rods, and the level of the aforesaid line two feet distant from the westerly boundary of the parcel hereby conveyed shall not be governed by a rise in ground caused by sediment washed down by rain, or raised by other means.

TOGETHER with the appurtenances and all the rights and interests of the parties of the first part in and to said premises.

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... BEGINNING at the Northeast corner of the residence lot formerly of Balllock, now of Genovese, which lot is on the North side of Oak Street; thence North 32° 59' 25" west 244.72 feet along the East line of land of the party of the second part herein; thence North 12° 15' 45" East 189.48 feet along said East line; thence North 1° 11' 10" West 173.28 feet along said East line; thence North 76° 42' 00" West 65.44 feet along the North line of said district; along the East boundaries of Reynolds and Debus to a concrete monument at the North-east corner of lands of Debus; thence North 39° 35' 20" East 107 feet along lands of the party of the first part; thence South 0° 01' 10" East 761.61 feet along lands of the party of the first part herein to the point of beginning. CONTAINING 1.94 acres TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof.

TOGETHER with the appurtenances and all the estate and rights of the first part in and to said premises.

UNTO, the party of the second part, the successors and assigns of the party of the second part forever.

This land is conveyed to said district to be used for school purposes only with the school land to the West and is not to be conveyed separately from the school land to the West. Any right of way over any part of the land hereby conveyed is hereby cancelled.







**Appendix 3: NYS Education Law Excerpts****§ 402 Sale of former schoolhouse or site**

1. *Whenever the site of a schoolhouse shall have been changed, as herein provided, and after the value of such property has been appraised by the local assessor or a qualified private real property appraiser, the inhabitants of a district entitled to vote, lawfully assembled at any district meeting, shall have power, by a majority of the votes of those present and voting, to direct the sale of the former site or lot, and the buildings thereon and appurtenances or any part thereof, at such price and upon such terms as they shall deem proper; and any deed duly executed by the trustees of such district, or a majority of them, in pursuance of such direction, shall be valid and effectual to pass all the estate or interest of such school district in the premises.*
2. *Whenever the education of all the children of any school district shall have been provided outside the district for a period of two years, or more, pursuant to the provisions of article forty-one of this chapter, and the site of the schoolhouse or other grounds used for school purposes shall have been unused for a like period, and after the value of such property has been appraised by the local assessor or a qualified private real property appraiser, the inhabitants of a district entitled to vote, shall have the power, by a majority of the votes of those present and voting, to determine that such site or grounds, and buildings thereon, are of no further use to the district and to direct the sale thereof, subject to the approval of the commissioner, at such price and upon such terms as they shall deem proper; and any deed duly executed by the trustees of such district, or a majority of them, in pursuance of such direction, shall be valid and effective to pass all the estate or interest of such school district in the premises. Prior to the sale of school buildings and site or grounds, as provided by this subdivision, the board of education or the trustees, having jurisdiction thereof, may lease such school buildings and site or grounds, or any part thereof, for residential purposes for periods not in excess of one year. Rentals therefore shall be in such amounts and payable at such times as the board shall determine. Prior to such sale such board of education or trustees may lease such school buildings and site or grounds, or any part thereof, as provided in section four hundred three-a of this chapter.*
3. *When a credit shall be directed to be given upon such sale for the consideration money, or any part thereof, the trustees are hereby authorized to take in their corporate name such security by bond and mortgage, or otherwise, for the payment thereof, as they shall deem best, and shall hold the same as a corporation, and account therefore to their successors in office and to the district, in the manner they are now required by law to account for moneys received by them; and the trustees of any such district and their successors may, in the name of their office, sue for and recover the moneys due and unpaid upon any security so taken by them or their predecessors.*

**§ 403-A: Leasing of school property**

1. *The board of education or trustees of a school district are hereby authorized to adopt a resolution providing that specific real property of such district is not currently needed for school district purposes and that the leasing of such real property is in the best interest of the school district. The terms of such lease shall be subject to the following:*
  - a. *The rental payment shall not be less than the fair market rental value as determined by the board of education.*
  - b. *The term of the lease shall not exceed ten years.*
  - c. *Upon termination, the lessee shall be obligated to restore the real property to its original condition less ordinary depreciation, provided that the school district may waive such requirement if the tenant has made improvements to such real property which may not be removed without causing substantial damage to such real property.*
2. *Upon the consent of the commissioner, renewal of a lease may be made for a period of up to ten years.*
3. *The board of education or trustees of a school district are hereby authorized to lease real property upon such terms and conditions as the board of education or trustees may deem appropriate to any person, partnership or corporation such board of education or trustees shall have determined who will provide the most benefit to the school district for periods not to exceed ten years. Such leases may also be renewed for a period of up to ten years upon the consent of the commissioner.*
4. *Upon termination of the lease, if the school district incurs expenses in restoring the real property to school use, such expenses shall not be included in computing any apportionment or state building aid to such district.*
5. *Notwithstanding the provisions of paragraph (b) of subdivision one hereof the board of education or trustees of a school district are hereby authorized to enter into a lease agreement in accordance with the provisions of this section for a period in excess of ten years subject, however, to voter approval by referendum.*
6. *Nothing contained herein shall prevent the board of education or trustees of a school district from entering into a lease agreement which provides for the cancellation of the same by such board or trustees upon:*
  - a. *a substantial increase or decrease in pupil enrollment; or*
  - b. *a substantial change in the needs and requirements of a school district with respect to facilities; or*
  - c. *any other change which substantially affects the needs or requirements of a school district or the community in which it is located.*

**§ 1804[6][c]: Board of education; election; powers and duties**

*c. Notwithstanding the provisions of paragraph a of this subdivision, the board of education of a central school district may, by resolution, after a period of at least seven years of centralization, sell any piece of real property which such board shall deem to be of no use or value therefore. The sale of such property shall be without the approval of the qualified voters of the school district, unless a petition requiring that the question as to the sale of such property be submitted to a vote by the qualified voters of such district. Such petition shall be subscribed and acknowledged by at least ten per centum of the qualified voters of such district, and filed with the clerk of the board of education within thirty days of the adoption of such resolution. Upon the affirmative vote of a majority of the qualified voters, voting thereon, such resolution shall become effective. The proceeds derived from such sale shall revert to the use and benefit of the entire district. Upon approval by the board of education, such funds may be*

- (i) utilized to reduce existing bonded indebtedness;*
- (ii) applied to construction, reconstruction or renovation within such district; or*
- (iii) applied to the general fund of such district.*

## **Appendix 4: NYS DEC Excerpts**

### **§617.10 Generic environmental impact statements**

*(a) Generic EISs may be broader, and more general than site or project specific EISs and should discuss the logic and rationale for the choices advanced. They may also include an assessment of specific impacts if such details are available. They may be based on conceptual information in some cases. They may identify the important elements of the natural resource base as well as the existing and projected cultural features, patterns and character. They may discuss in general terms the constraints and consequences of any narrowing of future options. They may present and analyze in general terms a few hypothetical scenarios that could and are likely to occur.*

- A. *A generic EIS may be used to assess the environmental impacts of:*
- 1) *a number of separate actions in a given geographic area which, if considered singly, may have minor impacts, but if considered together may have significant impacts; or*
  - 2) *a sequence of actions, contemplated by a single agency or individual; or*
  - 3) *separate actions having generic or common impacts; or*
  - 4) *an entire program or plan having wide application or restricting the range of future alternative policies or projects, including new or significant changes to existing land use plans, development plans, zoning regulations or agency comprehensive resource management plans.*
- B. *In particular agencies may prepare generic EISs on the adoption of a comprehensive plan prepared in accordance with subdivision 4, section 28-a of the General City Law; subdivision 4, section 272-a of the Town Law; or subdivision 4, section 7- 722 of the Village Law and the implementing regulations. Impacts of individual actions proposed to be carried out in conformance with these adopted plans and regulations and the thresholds or conditions identified in the generic EIS may require no or limited SEQR review as described in subdivisions (c) and (d) of this section.*
- C. *Generic EISs and their findings should set forth specific conditions or criteria under which future actions will be undertaken or approved, including requirements for any subsequent SEQR compliance. This may include thresholds and criteria for supplemental EISs to reflect specific significant impacts, such as site specific impacts, that were not adequately addressed or analyzed in the generic EIS.*
- D. *When a final generic EIS has been filed under this part:*
- (1) *No further SEQR compliance is required if a subsequent proposed action will be carried out in conformance with the conditions and thresholds established for such actions in the generic EIS or its findings statement;*

- (2) *An amended findings statement must be prepared if the subsequent proposed action was adequately addressed in the generic EIS but was not addressed or was not adequately addressed in the findings statement for the generic EIS;*
  - (3) *A negative declaration must be prepared if a subsequent proposed action was not addressed or was not adequately addressed in the generic EIS and the subsequent action will not result in any significant environmental impacts;*
  - (4) *A supplement to the final generic EIS must be prepared if the subsequent proposed action was not addressed or was not adequately addressed in the generic EIS and the subsequent action may have one or more significant adverse environmental impacts.*
- E. In connection with projects that are to be developed in phases or stages, agencies should address not only the site specific impacts of the individual project under consideration, but also, in more general or conceptual terms, the cumulative impacts on the environment and the existing natural resource base of subsequent phases of a larger project or series of projects that may be developed in the future. In these cases, this part of the generic EIS must discuss the important elements and constraints present in the natural and cultural environment that may bear on the conditions of an agency decision on the immediate project.*