

## EAST HAMPTON UNION FREE SCHOOL DISTRICT

### REGULAR MEETING OF THE BOARD OF EDUCATION Via Remote Conferencing, and In-Person Board Meeting in HS Library at 6:00 p.m.

Wednesday, April 27, 2022

This meeting will be conducted via Zoom and in an In-Person Board Meeting format. This meeting will also be available to watch remotely through the following ways:

- Other options are as follows:
- When broadcasting live – <https://www.youtube.com/c/LTVEastHampton>
- When watching a recording – [www.youtube.com/c/LTVEastHampton/videos](https://www.youtube.com/c/LTVEastHampton/videos)
- When watching on LTV website via VOD (Video on Demand) – <https://www.ltveh.org/channel-22>
- ***Please Note:** There are 2 opportunities for public commentary on the Board Agenda. One opportunity is for Agenda Items only (Item #5), and the second opportunity is at the end of the Board meeting (Item #10). With this in mind, if an individual would like to give public comment that does not pertain to an Agenda Item – please do not call into LTV until towards the end of the Board meeting after New Business (Item #9) has been conducted. All calls will be taken in the order they are received. Thank you.*

### AGENDA

1. Executive Session (5:30 p.m. to 6:00 p.m.). It is anticipated that the Board will make a motion to go into Executive Session and this session will likely run from 5:30 p.m. to 6:00 p.m.
2. Call Meeting to Order
3. Pledge
4. Public Comments (Agenda Items Only)  
*The EHUFSD Board of Education welcomes public comment. To maintain an orderly and efficient meeting, the Board has established the following guidelines for those wishing to address the Board:*
  1. Each speaker is permitted three minutes for their comments.
  2. The Board will listen to comments and input but will not necessarily debate or discuss items; operational matters will be directed to school administration for handling.
  3. The Board is not permitted to address personnel or individual student matters in open session.
5. Superintendent's Report and Recommendations
6. Public Comments
7. Adjournment

## **Superintendent's Report and Recommendations:**

1. Recommended: That the Board approve the following Resolution: RESOLVED, that the Board approve the Agreement between East Hampton Union Free School District, the Town of East Hampton, and the Village of East Hampton for the purpose of sharing the joint fueling facility located at 258 Springs Fireplace Road, East Hampton, for a limited duration in accordance with the terms and conditions set forth in said Agreement.
2. Recommended: That the Board approve the following Resolution: BE IT RESOLVED, that the East Hampton Union Free School District Board of Education hereby casts its vote on the Administrative Budget of Eastern Suffolk BOCES for the 2022-2023 school year as indicated below:  
  
\_\_\_\_\_ To approve the Eastern Suffolk BOCES Administrative Budget  
  
\_\_\_\_\_ Not to approve the Eastern Suffolk BOCES Administrative Budget
3. Recommended: That the Board approve the following Resolution: BE IT RESOLVED, that the East Hampton Union Free School District Board of Education hereby casts one (1) vote for each of the six (6) following Eastern Suffolk BOCES Board Candidates: Linda Goldsmith, Oysterponds UFSD; William Hsiang, Riverhead CSD; Lisa Israel, Greenport UFSD; Fred Langstaff, Sayville UFSD; Norman A. Wagner, Central Islip UFSD, and John Wyche, Bridgehampton UFSD.

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## **May Board Committee Schedule**

May 12th

- Facilities Committee – 9:15 a.m.
- Audit Committee immediately following Facilities Committee
- Academic Committee – 1:00 p.m.

May 25th

- Personnel Committee – 1:00 p.m.
- Athletic Committee – 2:00 p.m.

**Agreement between the Town of East Hampton, Village of East Hampton, and the East Hampton Union Free School District, for use of the Joint Fueling Facility**

**ARTICLE I**  
**PARTIES**

This agreement is made, as of the date set forth below, between the Town of East Hampton, with offices at 159 Pantigo Road, East Hampton, New York 11937 (the “Town”), and the Village of East Hampton, with offices at 86 Main Street, East Hampton, New York 11937 (the “Village”), and the East Hampton Union Free School District, 4 Long Lane, East Hampton, New York 11937 (the “School District”), (collectively the “Parties”)

**ARTICLE II**  
**PURPOSE**

This Agreement is made for the purpose of setting forth the terms of operation and use of the joint fueling facility (the “facility”) constructed at the East Hampton Town Highway Yard at Springs-Fireplace Road, East Hampton by the Parties. This Agreement shall provide for the cost allocations to the Parties, which will for the duration of this Agreement include the School District, and terms of the use of the facility with respect to the purchase of fuel(s), user access to the facility, record-keeping, security, management and such other items as the parties deem necessary and appropriate for the proper operations and maintenance of the facility.

**ARTICLE III**  
**APPROVAL OF LOCAL GOVERNMENT**

The Town of East Hampton and Village of East Hampton have, by prior Agreement, required their joint approval to amend or modify their Agreement for the use, operation and maintenance of the facility. As a result, addition of the School District, even on a temporary basis, requires the Town and Village to approve the same. The Town approved such temporary use by the School District by Resolution 2022-557 The Village approved the temporary use

by Resolution \_\_\_\_\_. The School District represents that their use of the facility has been duly approved, and the signatory herein has the authority to enter into this Agreement.

#### **ARTICLE IV**

#### **STATUTORY AUTHORITY**

This agreement is made in accordance with Article 8, §1 and Article 9, §1(c) of the New York State Constitution, and Article 5-G of the General Municipal Law, permitting and authorizing cooperation between municipal corporations, including School Districts, in providing any municipal facility, service, activity, or undertaking which such municipalities would be permitted by law to provide separately.

#### **ARTICLE V**

#### **DESIGNATION OF PROPERTY**

The location of the joint fueling facility is 258 Springs Fireplace Road, East Hampton, New York 11937, the location of the East Hampton Town Department of Public Works.

#### **ARTICLE VI**

#### **OPERATIONS & MAINTENANCE**

The Town and the Village have agreed upon an allocation of costs for operation and maintenance of the Facility based upon their respective share of utilization, as represented by their share of the fuel consumed compared to the total fuel flow at the Facility. The costs shared include costs for fuel, insurance, user access, record keeping, staffing, security, repair and maintenance, and administrative costs for purchasing and billing.

Each party's respective use of fuel shall be billed by the Town periodically, and each participating party shall make best efforts to reimburse the Town promptly for fuel consumed by

its officers, employees and any other individuals to whom the party has allowed access to their fueling key fob(s). In addition to the reimbursement for fuel costs, the parties shall also reimburse the Town for their proportionate share of insurance, user access, record keeping, staffing, security, repair and maintenance, and administrative costs for purchasing and billing. Each party's proportionate share shall be calculated by dividing the total costs for such items by a fraction which equals the party's total fuel usage divided by the total fuel flow at the facility (i.e. if a party uses 500 gallons during the billing period and the total flow at the facility is 5,000 gallons,  $500/5,000 = 1/10$  or 0.10, or ten percent. The party would pay 10% of the other costs). The Town will bill for costs other than fuel at the end of the Town's fiscal year, and the parties shall make prompt payment to the Town for such reimbursement.

#### **ARTICLE VIII** **TERM OF AGREEMENT FOR SCHOOL DISTRICT**

This Agreement adding the School District will be of limited duration not to exceed six (6) months unless extended by agreement of the parties. Notwithstanding the foregoing, the School District may terminate this Agreement at any time upon notice to the Town given at least thirty (30) days prior to the date of termination. The School District shall notify the Town of its intention to terminate by email to the Town Clerk ([cbrennan@ehamptonny.gov](mailto:cbrennan@ehamptonny.gov)) and Town Attorney ([jjilnicki@ehamptonny.gov](mailto:jjilnicki@ehamptonny.gov)).

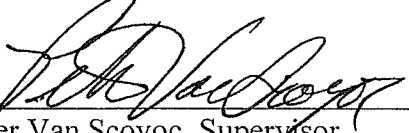
#### **ARTICLE X** **AMENDMENT**

No changes may be made to the terms of this Inter-Municipal Agreement, except by majority vote of both of their respective Boards, followed by mutual execution of a written addendum to this Agreement.

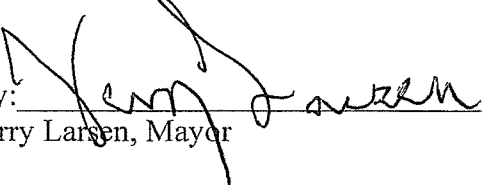
**IN CONSIDERATION** of all of the above and of the foregoing mutual

covenants and agreements, the Parties, by the signatures of their authorized representatives below, hereby approve this Inter-Municipal Agreement in its entirety, making it effective as of the date title is acquired.

TOWN OF EAST HAMPTON

By:   
Peter Van Scoyoc, Supervisor

VILLAGE OF EAST HAMPTON

By:   
Jerry Larsen, Mayor

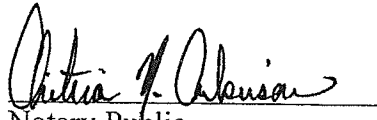
EAST HAMPTON UNION FREE  
SCHOOL DISTRICT

By: \_\_\_\_\_  
\_\_\_\_\_



STATE OF NEW YORK )  
 ) ss:  
COUNTY OF SUFFOLK)

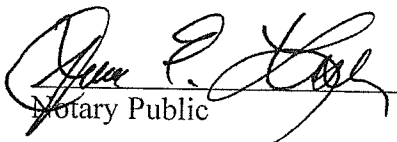
On this 25 day of April 2022, before me personally came Peter Van Scoyoc, to me known, who being duly sworn, did depose and say that he is the Supervisor of the Town of East Hampton, the municipality described in and which executed the foregoing instrument; that he knows the seal of said municipality; that the seal of said municipality; that the seal affixed to said instrument is such municipal seal; that it was affixed by virtue of a resolution of the Town Board of the Town of East Hampton; and that he signed his name thereto by virtue of said resolution.

  
Notary Public

CHRISTINA M. ARKINSON  
Notary Public, State of New York  
No. 01AR6112098  
Qualified in Suffolk County  
Commission Expires June 28, 2022

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF SUFFOLK)

On this 26<sup>th</sup> day of April, 2022, before me personally came Jerry Larsen, to me known, who being duly sworn, did depose and say that he is the Mayor, of the Village of East Hampton, the municipality described in and which executed the foregoing instrument; that he knows the seal of said municipality; that the seal of said municipality; that the seal affixed to said instrument is such municipal seal; that it was affixed by virtue of a resolution of the Town Board of the Town of East Hampton; and that he signed his name thereto by virtue of said resolution.

  
Notary Public

JUNE E. LESTER  
Notary Public, State of New York  
No. 01LE5065102  
Qualified in Suffolk County  
My Commission Expires Oct. 19, 2022

STATE OF NEW YORK )

) SS:

COUNTY OF SUFFOLK)

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally came

\_\_\_\_\_, to me known, who being duly sworn, did depose and say that he/she is the authorized representative of the East Hampton Union Free School District, the municipality described in and which executed the foregoing instrument; that he knows the seal of said municipality; that the seal of said municipality; that the seal affixed to said instrument is such municipal seal; that it was affixed by virtue of a resolution of the Town Board of the Town of East Hampton; and that he signed his name thereto by virtue of said resolution.

Notary Public





**East Hampton Town Board**  
159 Pantigo Road  
East Hampton, NY 11937

**Carole Brennan**  
Town Clerk

[www.ehamptonny.gov](http://www.ehamptonny.gov)

Meeting: 04/21/22 11:00 AM  
DOC ID: 27675

**ADOPTED**

**RESOLUTION 2022-557**

## **Authorization for East Hampton School District to Utilize Joint Fueling Facility**

WHEREAS, in 2013 the Town Board of the Town of East Hampton and the Village of East Hampton entered into an Inter-Municipal Agreement for the construction of a joint fueling facility at Springs-Fireplace Road, East Hampton, and pursuant to a subsequent agreement, agreed upon the apportionment of operations and maintenance costs for the facility between the Town and the Village; and

WHEREAS, the East Hampton Union Free School District (School District) has requested the temporary use of the facility for fueling its vehicles until such time as installation of their own tank(s) have been completed; and

WHEREAS, the Town and Village are agreeable to such use, provided that the School District reimburses the Town and Village for their fuel used, together with periodic reimbursement for a portion of the costs of operation and maintenance of the facility, apportioned between the Town, Village and School District based upon each entity's proportionate share of fuel utilized, the value of which will be determined periodically, and typically at the end of the fiscal year, and billed thereafter; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the East Hampton Union Free School District to utilize the Joint Fueling Facility upon the terms and conditions set forth herein, subject to typical requirements for insurance naming the Town and Village as additional insureds; and be it further

RESOLVED that the Town Supervisor is authorized to enter into an agreement with the School District, subject to the approval of the Village of East Hampton, to allow use of the Joint Fueling Facility upon terms as set forth herein.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Peter Van Scoyoc, Supervisor
<b>SECONDER:</b>	Sylvia Overby, Councilwoman
<b>AYES:</b>	Kathee Burke-Gonzalez, Sylvia Overby, Cate Rogers, Peter Van Scoyoc
<b>ABSENT:</b>	David Lys