

TYPE: Budget Hearing

DATE: 5/13/2024 **TIME:** 7:00 PM

LOCATION: High School Library

DETAILS:

CALL TO ORDER

- 1. Call to Order Info

PLEDGE OF ALLEGIANCE

- 1. Pledge of Allegiance Info

ANNOUNCEMENT

MINUTES

BUDGET DISCUSSION

- 1. Budget Discussion Info

VOTING DISCUSSION

- 1. Voting Information Info

ADJOURNMENT

TYPE: Board Meeting

DATE: 5/13/2024 **TIME:** 7:30 PM

LOCATION: High School Library

DETAILS:

1. CALL TO ORDER

1. Call to Order Info

2. PLEDGE OF ALLEGIANCE

1. Pledge of Allegiance Info

3. EDUCATIONAL PRESENTATIONS

4. PUBLIC PARTICIPATION

1. Note: The audience is asked to kindly present all comments at this time. If the chairman deems it wise, participation may be limited to one (1) three-minute presentation Info

5. MINUTES

1. Approval of minutes of the April 15, 2024 Board of Education meeting. Action
2. Approval of minutes of the April 16, 2024 BOCES Vote & Election. Action

6. SPECIAL EDUCATION

1. Approval of CSE recommendations from the following meeting dates: 2/8, 2/14, 3/5, 3/6, 3/7, 3/8, 3/12, 3/13, 3/14, 3/15, 3/18, 3/20, 3/21, 3/22, 3/26, 3/27, 3/28, 4/9, 4/11, 4/12, 4/29 and 5/6. Action

7. FINANCIALS

1. Budget Status Report as of March 31, 2024 Action
2. Revenue Status Report as of March 31, 2024 Action
3. Trial Balance Report as of March 31, 2024 Action
4. Budgetary Transfer Report March 2024 Action
5. Treasurers Reports/Collateral March 2024 Action
6. Audited and Paid Claims 0164 - 0177 Action

8. SUPERINTENDENT'S REPORT

1. Approval of Agreement with the Swordfish Club July 2024 Action
2. Resolution authorizing Tax Anticipation Notes for the 2024-2025 school year (not to exceed \$13,500,000.00) Action
3. Approval of Agreement with Munistat Financial Advisory Services for the 2024-25 school year. Action
4. Approval of Budget Transfer Action
5. Approval of Donation Action

9. PERSONNEL

1. Tenure Recommendations Action
2. Retirement/Senior Guard Action

- | | | |
|-----|---|--------|
| 3. | Retirement/MS Custodial Worker I | Action |
| 4. | Provisional End Date/MS Office Assistant | Action |
| 5. | Resignation/HS Permanent Substitute Teacher | Action |
| 6. | Resignation/ES Teacher Aide | Action |
| 7. | Request for Unpaid Childcare Leave of Absence Extension/HS Foreign Language Teacher | Action |
| 8. | Appointment/MS Office Assistant | Action |
| 9. | Appointment/Food Service Worker | Action |
| 10. | Appointment/Food Service Worker | Action |
| 11. | Appointment/ES Intramural Recommendations | Action |
| 12. | Appointment/Substitute | Action |

10. REPORTS

- | | | |
|----|----------|------|
| 1. | Postings | Info |
|----|----------|------|

11. OLD BUSINESS

12. NEW BUSINESS

13. EXECUTIVE SESSION

14. ADJOURNMENT

- | | | |
|----|-------------|--------|
| 1. | Adjournment | Action |
|----|-------------|--------|

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: April 17, 2024

Re: Use of Space Agreement - Swordfish Summer Rec July 2024

I respectfully request the Board of Education approve the attached use of space license agreement with Swordfish Owners Corp. for summer recreation swimming lessons July 8 through August 2, 2024.

If you have any questions or require additional information, please let me know.

USE OF SPACE LICENSE AGREEMENT

This Use of Space License Agreement is entered into this _____ day of _____, 2024, by and between the Board of Education of the Westhampton Beach Union Free School District (hereinafter the "Licensee"), having its principal place of business for the purpose of this Agreement at 340 Mill Road, Westhampton Beach, NY 11978, and Swordfish Owners Corp (hereinafter the "Licensor"), having a principal mailing address of P.O. Box 1726, Westhampton Beach, NY 11978.

1. **Space**. Subject to the terms of this Agreement, the Licensor agrees that Licensee, its employees, contractors, agents, and students (collectively, the "Licensee"), may enter upon use the following space on the Licensor's premises: swimming pool located at 245 Dune Road, Westhampton Beach, NY (collectively, the "Space").
2. **Use**. Licensee may use the Space for, and in connection with, the following, and for no other purpose: a four-week summer recreation program from **July 8, 2024**, through and including **August 2, 2024**. Use of the swimming pool by employees, contractors, agents, and students of the Licensee after the period set forth above will only be permitted if the Licensee first receives express written authorization from the Licensor.
3. **Time(s) of Use**. Licensee may use the Space on the following days and during the following hours: **Monday through Friday from 7:15 am through 9:00 am**.

The Licensor may, within its discretion, allow the Licensee to use the Space at such other times as may be convenient and agreed to by the parties. Licensor may request use of the Space upon reasonable notice to Licensee.

Either party shall have the right to terminate this Agreement for any reason upon no fewer than 30 days prior written notice. Licensor shall have the right to terminate immediately, without notice, for breach by Licensee of any term or condition of this Agreement including, but not limited to, the failure or inability of Licensee to pay monies due under this Agreement.

4. **Conditions of Use**. When using the Space, and in connection with the use of the Space, Licensee agrees
 - a) to comply with all applicable state, federal and local laws and regulations, and with all policies and regulations of the Licensor pertaining to the use and occupancy of the Space;
 - b) to take good care of the Space and, after each use, to return it to the condition it was in prior to each use by the Licensee;
 - c) to be fully responsible for all of Licensee's employees, contractors, agents, and students, and for the overall security of the Licensor's property in connection with Licensee's use; and

- d) to not use or allow the Space to be used for any unlawful purpose, not to commit or allow to be committed any waste or nuisance in or about the Space, and not to subject the Space to any use that would damage the Space or cause an increase in the rates of any insurance coverage maintained by the Licensor.
5. **Compensation.** Licensee agrees to pay the Licensor a use fee of **\$8,500.00** for the period of use of the Space, payable within thirty (30) days of the receipt of a detailed written invoice from Licensor.
6. **Insurance.**
- a) During the term of the Agreement, the Licensee, at its own cost and expense, will provide and keep in force with companies of good standing satisfactory to the Licensor, comprehensive general liability insurance insuring the Licensor against any and all sums which the Licensor shall be legally obligated to pay because of accident or disaster arising from the Licensee's use of the Space and resulting in bodily injury, death or property damage in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the Aggregate. The policy will include an endorsement stating that the Licensor, the Swordfish Owners Corp is an "Additional Insured."
- b) Licensee will provide Licensor with evidence of all insurance coverage required by this Agreement, including evidence of coverage for any of Licensee's contractors.
7. **Liability and Indemnification.** Licensee agrees to conduct its activities in the Space in a careful and safe manner. As a material part of this Agreement, Licensor shall not be liable for any loss of, or damage or injury to (i) any personal property belonging to the Licensee or brought onto the Space by the Licensee; or (ii) any personal property of the Licensee's employees, contractors, agents, students, visitors, or any other person or persons while on the aforesaid Space or in any way participating in the use of the Space, whether by being a participant, guest or invitee, irrespective of the circumstances under which or the manner in which such loss, damage or injury shall have occurred, except to the extent such loss, damage or injury is caused by or the result of the negligence of the Licensor or any person for whom the Licensor is legally responsible.

Licensee agrees to assume all risk of damage to, and loss or theft of, Licensee's property while at the Licensor; (ii) damage to the Space; and (iii) injury or death to persons related to Licensee's use or occupancy of the Space in, upon, or about the Space from any cause, with the sole exception of the negligence of the Licensor or any person for whom the Licensor is legally responsible.

In addition, Licensee agrees to indemnify and save the Licensor, Swordfish Owners Corp, harmless against and from any and all claims, debts, demands, suits, obligations, expenses, and costs of every kind, character, and description which may be asserted, claimed, filed or brought against or paid by the Licensor arising out of the use of the Space by the

Licensee or by any of its employees, contractors, subcontractors, agents, volunteers, guests, invitees or participants in any of Licensee's activities at the Space, except to the extent such claims, debts, demands, suits, obligations, expenses and costs are caused by the conduct of the Licensor.

Licensor also agrees to indemnify and save the Westhampton Beach Union Free School District and the Board of Education thereof, its agents, contractors, and subcontractors, harmless against and from any and all claims, debts, demands, suits, obligations, expenses, and costs of every kind, character, and description which may be asserted, claimed, filed or brought against or paid by the Licensee arising out of the use of the Space by the Licensor or by any of its employees, contractors, subcontractors, agents, volunteers, guests, or invitees during the period of this Agreement and relating to the use of the Space by the Licensee, except to the extent such claims, debts, demands, suits, obligations, expenses and costs are caused by the conduct of the Licensee.

8. **Assignment and Subletting.** Licensee does not have the right to assign this Agreement or allow any other person or entity not contemplated by this Agreement to use or occupy any of the Space without the prior written consent of the Licensor, which consent may be granted or withheld in the Licensor's sole discretion.
9. **Default.** If Licensee fails to pay any fee required to be paid by Licensee when due, or otherwise fails to comply with or observe any other provision of this Agreement, in addition to any other remedy that may be available to Licensor, whether at law or in equity, the Licensor may immediately terminate this Agreement and all rights of Licensee.
10. **Notice.** Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Licensor: Swordfish Owners Corp., P.O. Box 1726, Westhampton Beach, NY 11978, Attention: Joy DeVries

If to Licensee: Westhampton Beach Union Free School District, 340 Mill Road, Westhampton Beach, NY 11978, Attention: Superintendent of Schools

Both parties shall have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

11. **Interpretation.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. This Agreement may not be modified or amended except by written instrument signed by both parties.
12. **Relationship.** Neither Licensee nor any personnel of Licensee will for any purpose be considered employees or agents of the Licensor. Licensee assumes full responsibility for the actions of Licensee's personnel, and is solely responsible for their supervision, direction

and control, and, if applicable, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

13. **Governing Law.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New York.

14. **Authority.** The individual signing below on behalf of each party hereby represents and warrants that he or she is duly authorized to execute this Agreement on behalf of that party and that this Agreement is binding upon them in accordance with its terms.

Swordfish Owners Corp.

Westhampton Beach UFSD

Joy DeVries Heinze

Signature

Signature

Joy DeVries Heinze

Name

Suzanne Mensch

Name

President

Title

President, Board of Education

Title

April 15, 2024

Date

Date

HAWKINS

HAWKINS DELAFIELD & WOOD LLP
7 WORLD TRADE CENTER, 250 GREENWICH STREET, NEW YORK, NEW YORK 10007
(212) 820-9300 | HAWKINS.COM

(212) 820-9620

May 2, 2024

Westhampton Beach Union Free School District, New York
Tax Anticipation Note Resolution for 2024-2025
(Our File Designation: 5533 /29760)

Jacqueline Pirro
Assistant Superintendent for Business
Westhampton Beach Union Free School District
340 Mill Road
Westhampton Beach, New York 11978

Dear Jackie:

Following receipt of your request, I have prepared and now forward to you, by e-mail only, an Extract of Minutes of a meeting of the Board of Education to be held on May 13, 2024, which minutes include the resolution authorizing the issuance of ***not to exceed*** **\$13,500,000** Tax Anticipation Notes for the **2024-2025** fiscal year. The resolution requires a majority vote of the full voting strength of the Board of Education.

Also enclosed you will find an Incumbency Certificate pertaining to the Officers of the District and Members of the Board of Education who will be serving in the **2024-2025** fiscal year, to be completed by the District Clerk after the Reorganization Meeting.

Kindly obtain and forward to me a certified copy of the completed Extract of Minutes for inclusion in our record of proceedings, as well as a completed Incumbency Certificate, *as soon as possible* following the Reorganization Meeting in July.

With best wishes and kind regards, I am

Very truly yours,



William J. Jackson

WJJ/ml

Enclosures

cc: Lisa Rheame, District Clerk lrheame@whbschools.org

Kathy Fibkins kfibkins@whbschools.org

EXTRACT OF MINUTES

Meeting of the Board of Education of
Westhampton Beach Union Free School District,
in the County of Suffolk, New York.

May 13, 2024

* * *

A meeting of the Board of Education of Westhampton Beach Union Free School District, in the County of Suffolk, New York, was held in said School District on May 13, 2024, at _____ o'clock P.M. (Prevailing Time).

There were present: Suzanne M. Mensch, President of the Board of Education,
and

Also present: Lisa Rheume, District Clerk

* * *

Board Member _____ offered the following
resolution and moved its adoption:

TAX ANTICIPATION NOTE RESOLUTION OF WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT, NEW YORK, ADOPTED MAY 13, 2024, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$13,500,000 TAX ANTICIPATION NOTES IN ANTICIPATION OF THE RECEIPT OF TAXES TO BE LEVIED FOR THE FISCAL YEAR ENDING JUNE 30, 2025

RESOLVED BY THE BOARD OF EDUCATION OF WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT, IN THE COUNTY OF SUFFOLK, NEW YORK, AS FOLLOWS:

Section 1. Tax Anticipation Notes (herein called "Notes") of Westhampton Beach Union Free School District, in the County of Suffolk, New York (herein called "District"), in the principal amount of not to exceed \$13,500,000, and any notes in renewal thereof, are hereby authorized to be issued pursuant to the provisions of Sections 24.00 and 39.00 of the Local Finance Law, constituting Chapter 33 -a of the Consolidated Laws of the State of New York (herein called "Law").

Section 2. The following additional matters are hereby determined and declared:

(a) The Notes shall be issued in anticipation of the collection of real estate taxes to be levied for school purposes for the fiscal year commencing July 1, 2024 and ending June 30, 2025, and the proceeds of the Notes shall be used only for the purposes for which said taxes are levied.

(b) The Notes shall mature within the period of one year from the date of their issuance.

(c) The Notes are not issued in renewal of other notes.

(d) The total amount of such taxes remains uncollected at the date of adoption of this resolution.

Section 3. The Notes hereby authorized shall contain the recital of validity prescribed by Section 52.00 of the Law and shall be general obligations of the District, and the faith and credit of the District are hereby pledged to the punctual payment of the principal of and interest on the Notes and unless the Notes are otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget of the District and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 4. Subject to the provisions of this resolution and the Law, and pursuant to Sections 50.00, 56.00, 60.00 and 61.00 of the Law, the power to sell and issue the Notes authorized pursuant hereto, or any renewals thereof, and to determine the terms, form and contents, including the manner of execution, of such Notes, and to execute tax certifications relative thereto, is hereby delegated to the President of the Board of Education, the chief fiscal officer of the District.

Section 5. The Notes shall be executed in the name of the District by the manual signature of one of the following: the President of the Board of Education, the Vice President of the Board of Education, the District Treasurer, the District Clerk, or such other officer of the District as shall be designated by the chief fiscal officer of the District, and shall have the corporate seal of the District impressed or imprinted thereon which corporate seal may be attested by the manual signature of the District Clerk.

Section 6. This resolution shall take effect immediately.

The adoption of the foregoing resolution was seconded by Board Member _____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

DISTRICT CLERK'S CERTIFICATE

I, Lisa Rheaume, being the duly appointed and acting District Clerk of Westhampton Beach Union Free School District, in the County of Suffolk, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Board of Education of said District duly called and held on May 13, 2024, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Board of Education and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relates to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said District this _____ day of May, 2024.

(SEAL)

District Clerk

INCUMBENCY CERTIFICATE OF DISTRICT CLERK FOR 2024-2025

I, Lisa Rheaume, District Clerk of Westhampton Beach Union Free School District, in the County of Suffolk, New York, HEREBY CERTIFY, as follows:

1. The names of the officers of said School District, the members of the Board of Education, and the School Attorney, the dates of their election or appointment and dates of beginning and ending of their terms of office for the school year commencing **July 1, 2024** and ending **June 30, 2025**, are as follows:

| <u>Title and Name</u> | <u>Date of Election or Appointment to Current Term</u> | <u>Date of Commencement of Current Term</u> | <u>Date of End of Term</u> |
|-----------------------|--|---|----------------------------|
|-----------------------|--|---|----------------------------|

President of the Board:

Term as President
Term as Board Member

Vice President of the Board:

Term as Vice President
Term as Board Member

Other Board Members:

District Treasurer:

District Clerk:

School Attorney
(including name
and address of firm):

2. The seal impressed upon this Certificate is the duly adopted and only official seal of said School District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said School District this _____ day of July, 2024.

(SEAL)

District Clerk

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: May 7, 2024

Re: Munistat Financial Advisory Services 2024-2025

I am recommending the Board of Education approve the financial services agreement with Munistat Services for the 2024-25 school year. Munistat Financial Services was awarded the Request for Proposal in June 2023.

If you have any questions or require additional information, please feel free to let me know.

April 30, 2024

MUNICIPAL ADVISOR SERVICES AGREEMENT

THIS MUNICIPAL ADVISOR SERVICES AGREEMENT (the “Agreement”) is entered into as of, _____ (the “Effective Date”) between the Westhampton Beach Union Free School District, (“District”) and Munistat Services, Inc. (“Munistat”) (collectively referred to herein as the “Parties”).

RECITALS

WHEREAS, Munistat is a Municipal Advisory firm specializing in municipal finance and municipal government related matters; and

WHEREAS, the District desires to engage Munistat to provide certain services relative to the issuance of the certain obligations as set forth in **Appendix A** (“Work Orders”), and Munistat desires to provide services to the District in connection with such Work Orders.

AGREEMENT

NOW THEREFOR, the Parties agree as follows:

1. **Municipal Advisory Services.** The Parties hereto agree that Munistat shall provide those services set forth in the Work Orders. The District acknowledges and agrees that most tasks requested by the District will not require all services provided for in the Work Orders and, as such, the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the services described in the Work Orders shall be promptly reflected in an amendment to this Agreement and such amendment may be agreed to either in writing or electronically by email.
2. **Term and Termination.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement, Munistat reserves that right to assess fees for any work performed pursuant to a Work Order in accordance with the Fee Schedule set forth in **Appendix B**.
3. **Agreement to Provide Information.** The District agrees to provide Munistat with factual, not misleading information as shall be required by Munistat in furtherance of the services set forth herein, including financial statements, budgets, and other relevant documents. The District further agrees to not intentionally omit any material information relevant to Munistat’s provision of services. Munistat agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement, including material changes to the information provided.
4. **Compensation.** Munistat shall receive a fee for any services rendered to the District pursuant to this Agreement in accordance with the fee schedule set forth in Appendix B attached hereto and incorporated herein by reference.

5. Indemnity. Each party shall defend, indemnify and hold harmless the other from and against any and all claims, demands, expenses, cost or causes, arising out of or in connection with any claim, suit, action, or proceeding for personal injury, death or property damage sustained or incurred as a result of any act, failure, or default by the other party's employee while acting within the scope of their duties as determined by this Agreement.
6. Required Regulatory Disclosures. Munistat is registered as a "Municipal Advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") (Registration #867-00429) and the Municipal Securities Rulemaking Board ("MSRB") (Registration #K0114). As part of this SEC registration Munistat is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Munistat. Pursuant to MSRB Rule G-42, Munistat is required to disclose any legal or disciplinary event that is material to the District's evaluation of Munistat or the integrity of its management or advisory personnel. Munistat has determined that no such event exists. Copies of Munistat's filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either "Munistat Services Inc." or for our CIK number which is 0001608472.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

7. Disclosure of Conflicts of Interest. The District acknowledges that it has received those disclosures set forth and contained within **Appendix C** attached hereto and incorporated herein by reference. The District further acknowledges that it has been given the opportunity to raise questions and discuss such disclosures with Munistat and that it fully appreciates the nature of such disclosures and any and all conflicts noted therein. The District hereby waives such conflicts and authorizes Munistat to provide services pursuant to this Agreement. From time to time, Munistat may provide additional conflict of interest disclosures to the District as noted in Appendix C. In this regard, District hereby authorizes the Assistant Superintendent for Business to acknowledge and/or waive any such additional conflict of interest disclosures of Munistat on behalf of the District.

Munistat certifies, under penalty of perjury, that it has and implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Our policy meets the requirements of section 201-g of the Labor Law.

[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective representatives as of the date first written above.

**WESTHAMPTON BEACH
UNION FREE SCHOOL DISTRICT**

MUNISTAT SERVICES, INC.

By: _____

By:  _____

Name: _____

Name: Noah Nadelson

Title: _____

Title: Chief Executive Officer

APPENDIX A

SERVICES

Munistat shall provide, upon request, services related to the issuance of debt, as applicable, and set forth below. The District acknowledges and agrees that most tasks requested by the District will not require all the services described below, and as such, the specific scope of services for such task shall be limited to those services required to complete the transaction. Any material changes in or additions to the scope of services described below shall be promptly reflected in an amendment to this Agreement.

For the TANs:

- All necessary research and preparation of the Preliminary Official Statement, in accordance with the SEC Disclosure Regulations.
- Review of the actual and projected cash flows to ensure compliance and justification for borrowing amount.
- If a rating on the TAN's is requested, we will submit all required documents and information to the appropriate rating agency and represent the District in the credit evaluation conference call.
- Supervise word processing, proofreading of Preliminary Official Statement, Notice of Sale, and effect electronic dissemination of such documents to prospective bidders.
- Preparation and filing of required documents for The Depository Trust Company (DTC).
- Be present at the bid opening; arrange for and be present to assist at the closing.
- Preparation and distribution of Final Official Statements in accordance with purchaser's requests.
- Preparation of the computation of note interest due for use in the budget and cash flow processes.

For the SEC Filing Requirement:

- As the District's designated dissemination agent, we will be responsible for all necessary research and analysis in order to prepare the Annual Information Statements as required and will file it together with the audited financial statements of the District, on or before the due date with The Electronic Municipal Market Access System ("EMMA") accordance with SEC Rule 15c12-12 and the District's Undertaking to Provide Continuing Disclosure. We will also be responsible for the filing of all Notes of Material Events with EMMA at no additional charge.

Bond Financings:

- Meet with appropriate District Officials to discuss plan of finance and establish the timeline.

Preparation of maturity and estimated debt service schedules for bond issues in accordance with Local Finance Law.

- We will assist the District with the preparation of the Official Statement, based on information provided by the District and/or third parties, including Bond Counsel for certain language relating to legal matters. Munistat will make no representation, warranty or guarantee regarding the accuracy of completeness of the information in the Preliminary Official Statement or Official Statement, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.

- We distribute Official Statements and/or Notices of Sale to the investment community through various information repositories and post the documents on “Ipreo”, a third party, distribution and electronic bidding platform.
- If necessary, we submit requested documents and information to the rating agencies and, if we feel the situation warrants, we will make an appointment with a credit analyst in order to present our views regarding the District’s rating.
- Prior to the bond sale, we submit the required information to the CUSIP Service Bureau. It is generally the function of bond counsel and the underwriter to ensure that the bonds are printed in correct form and on a timely basis.
- For issues over \$5 million, we ensure the publication of the Notice of Sale for bond issues within the required time limits.
- For issues over \$5 million, we prepare the Debt Statement for certain bond issues and file it with the State Comptroller’s office.
- We handle the bid opening at our office and verify the calculation of the winning bid.
- We coordinate the financial details of the closing with the District, bond counsel, the underwriter, and the bond insurance company (if applicable).
- We coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company.
- We prepare the final Debt Service Schedule (and, where applicable, the apportionments of such overall Debt Service Schedule into the appropriate funds), and distribute copies of such schedules to the issuer, and bond counsel.

Note Financings:

- Meet with appropriate District Officials to discuss plan of finance and establish the timeline.
- We will assist the District with the preparation of the Official Statement, based on information provided by the District and/or third parties, including Bond Counsel for certain language relating to legal matters. Munistat will make no representation, warranty or guarantee regarding the accuracy of completeness of the information in the Preliminary Official Statement or Official Statement, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.
- We distribute Official Statements and Notices of Sale to the investment community through various information repositories and post the documents on “Ipreo”, a third party, distribution and electronic bidding platform.
- Prior to the sale, we submit the required information to the CUSIP Service Bureau. It is generally the function of bond counsel and the underwriter to ensure that the bonds are printed in correct form and on a timely basis.
- We handle the bid opening at our office and verify the calculation of the winning bid.
- We coordinate the financial details of the closing with the District, bond counsel, the underwriter, and the bond insurance company (if applicable).

- We coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company.
- We prepare the computation of note interest and principal payment due (and, where applicable, the apportionments of such overall payments due into the appropriate funds) and distribute copies of such schedules to the issuer.

Lease financings:

- If appropriate, we assist the District in lease financings (energy performance contract, vehicle, LED lighting, etc.). Such services include but are not limited to: coordinate the collection of financial and operating information, verify and analyze the projected cash flows, draft the Request for Proposals, accept the bids via competitive public sale on the lease and help determine the award, prepare various estimated debt service schedules, determine amounts to be included in ensuing operating budgets, and coordinate the closing.

APPENDIX B

FEEES AND EXPENSES

Tax Anticipation Notes and Annual Disclosure:

- The all-inclusive fee for our services will be \$7,100 (\$4,600 for the TAN's and \$2,500 for the SEC filing). The administrative and out-of-pocket costs, such as postage, word processing, overnight delivery charges, website posting, email distribution of Final Official Statements, state filings, submission of documents to ratings agencies and The Depository Trust Company, copies and scanning are included in the fees set forth above.

Additional Services (Bonds, Notes and Lease) if applicable:

- The fees for our services for capital project financings will *not exceed* the following: Serial Bonds and Energy Performance Contract Leases – Base fee of \$8,500 for each bond issue and \$0.85 per \$1,000 thereafter; Refunding Serial Bonds – Base fee of \$12,500 for each bond issue and \$1.50 per \$1,000 thereafter; Bond Anticipation Notes – Base fee of \$4,500 for each note and \$0.50 per \$1,000 thereafter. The fee for general consulting services will be billed hourly with the terms of the service agreed upon prior to the engagement.
- The fees for our services include all out-of-pocket expenses. Other normal issuing costs, such as bond counsel fees, rating agency fees and publication of resolutions and Notices of Sale are billed directly to the District by the respective parties.
- Munistat Services, Inc. will not charge to attend meetings of the Board, work sessions, meetings with bond counsel, ratings agencies, or any other meetings associated with a capital project. We do not charge any fees for services delivered prior to a referendum, including preparation of estimated debt service and tax rate impact schedules. There will be no charge until, and unless the closing of the bonds or notes take place.

APPENDIX C

DISCLOSURE OF CONFLICTS OF INTEREST

Fixed Fee

Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Contingent Compensation

Certain fees to be paid by the District to Munistat Services, Inc. are contingent on the size and successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Munistat Services, Inc. may have an incentive to recommend unnecessary financings to the District. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Munistat Services, Inc. may have an incentive to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Munistat Services, Inc. manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities which require it to put the interests of the District ahead of its own.

Other Material Conflicts of Interest

Munistat Services, Inc. has determined, after exercising reasonable diligence, that it has no other known material conflicts of interest that would impair its ability to provide advice to the District in accordance with its fiduciary duty to municipal entity clients. To the extent any such material conflicts of interest arise after the date of this Agreement, Munistat Services, Inc. will provide information with respect to such conflicts in the form of a written amendment or supplement to this Agreement.

WESTHAMPTON BEACH UFSD
REQUEST FOR BUDGET TRANSFER
2023-2024 SCHOOL YEAR

Requestor: J. Pirro

Date of Request: 5/8/24

Budget Code to **Transfer TO:**

Code Number: A1620.200.91.05

Code Title: Auditorium - Equipment

Amount to Transfer: \$ 2,060

Budget Code to **Transfer FROM:**

Code Number: A1620.200.00.01 (\$852.41) A1620.200.00.02 (\$217.41)

Code Title: A1620.200.00.03 (\$652.41) A2110. 200.71.01 (\$531) - Equipment Codes

Reason for Transfer:

to cover remaining costs of replacement screen for HS Auditorium

Back-up attached

**PLEASE FORWARD COMPLETED FORM TO THE BUSINESS OFFICE FOR APPROVAL.
THE BUSINESS OFFICE SHALL THEN FORWARD IT TO THE SUPERINTENDENT'S
OFFICE FOR FINAL APPROVAL.**

Jacqueline Piro 5/8/2024
Asst. Supt for Business Date

Superintendent Date

Transfer #

Transfer Made By

Transfer Date

Board of Education Approval Required (for over \$10,000)

Date of BOE Approval _____

WESTHAMPTON BEACH UFSB

Budget Status Report As Of: 05/08/2024

Fiscal Year: 2024

Fund: A GENERAL FUND

| Budget Account | Description | Initial Appropriation | Adjustments | Current Appropriation | Year-to-Date Expenditures | Encumbrance Outstanding | Unencumbered Balance |
|---------------------------|---------------------------|--------------------------|------------------|--------------------------|------------------------------|----------------------------|-------------------------|
| 1620-200-00-01 | Equipment - HS | 2,875.00 | 0.00 | 2,875.00 | 2,022.59 | 0.00 | 852.41 |
| 1620-200-00-02 | Equipment - MS | 925.00 | 0.00 | 925.00 | 707.59 | 0.00 | 217.41 |
| 1620-200-00-03 | Equipment - ES | 2,675.00 | 0.00 | 2,675.00 | 2,022.59 | 0.00 | 652.41 |
| 1620-200-91-05 | Auditorium - Equipment | 8,500.00 | 6,000.00 | 14,500.00 | 0.00 | 14,368.32 | 131.68 |
| 1621-200-00-05 | Equipment - DW | 47,500.00 | 0.00 | 47,500.00 | 47,108.59 | 388.00 | 3.41 |
| 1680-200-00-05 | Equipment - DW | 15,950.00 | -6,000.00 | 9,950.00 | 4,546.98 | 0.00 | 5,403.02 |
| 2010-200-00-05 | Equipment | 2,500.00 | -1,020.00 | 1,480.00 | 0.00 | 0.00 | 1,480.00 |
| 2020-200-00-01 | Equipment | 1,000.00 | -1,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2020-200-00-03 | Equipment | 1,500.00 | 0.00 | 1,500.00 | 1,475.06 | 0.00 | 24.94 |
| 2110-200-00-02 | Classroom Furniture - MS | 13,500.00 | 0.00 | 13,500.00 | 13,456.62 | 0.00 | 43.38 |
| 2110-200-00-03 | Classroom Furniture - ES | 1,500.00 | 0.00 | 1,500.00 | 1,414.94 | 0.00 | 85.06 |
| 2110-200-01-01 | Classroom Furniture - HS | 7,750.00 | 1,000.56 | 8,750.56 | 6,606.30 | 2,144.26 | 0.00 |
| 2110-200-41-01 | Equipment -Science -HS | 19,406.00 | 0.00 | 19,406.00 | 9,747.81 | 5,924.25 | 3,733.94 |
| 2110-200-71-01 | Equipment- Industrial Art | 3,900.00 | 0.00 | 3,900.00 | 3,369.00 | 0.00 | 531.00 |
| 2110-200-81-01 | Equipment - Health/PE -HS | 3,000.00 | 0.00 | 3,000.00 | 0.00 | 0.00 | 3,000.00 |
| 2110-200-91-01 | Equipment - Music- HS | 4,000.00 | 0.00 | 4,000.00 | 4,000.00 | 0.00 | 0.00 |
| 2110-200-91-02 | Equipment-Music MS | 2,000.00 | 0.00 | 2,000.00 | 2,000.00 | 0.00 | 0.00 |
| 2110-200-91-03 | Equipment- Music- ES | 2,000.00 | 0.00 | 2,000.00 | 1,925.00 | 0.00 | 75.00 |
| 2110-200-91-05 | Equipment- Auditorium | 3,000.00 | 0.00 | 3,000.00 | 3,000.00 | 0.00 | 0.00 |
| 2250-200-00-05 | Equipment | 3,000.00 | 0.00 | 3,000.00 | 0.00 | 0.00 | 3,000.00 |
| 2620-200-00-02 | Equipment- Middle School | 1,000.00 | 0.00 | 1,000.00 | 0.00 | 0.00 | 1,000.00 |
| 2630-220-00-01 | Hardware- High School | 24,590.00 | 4,762.00 | 29,352.00 | 17,690.31 | 0.00 | 11,661.69 |
| 2630-220-00-02 | Hardware- Middle School | 19,900.00 | 4,762.00 | 24,662.00 | 5,456.27 | 0.00 | 19,205.73 |
| 2630-220-00-03 | Hardware- Elementary Scho | 17,300.00 | 4,761.38 | 22,061.38 | 9,211.27 | 0.00 | 12,850.11 |
| 2855-200-00-05 | Equipment | 18,800.00 | 6,020.00 | 24,820.00 | 22,119.50 | 2,648.00 | 52.50 |
| Total GENERAL FUND | | 228,071.00 | 19,285.94 | 247,356.94 | 157,880.42 | 25,472.83 | 64,003.69 |

Westhampton Beach Union Free School District

GIFTS FROM THE PUBLIC

Name of individual or organization donating gift: PTA

Address: _____

Contact Person: Bridget Satterfried

Business Phone: _____ Home Phone: _____

Email Address: w h b e s p t a @ g m a i l . c o m

Donor's relation to the Westhampton Beach UFSD: PTA President

Please specify the exact nature of this gift and estimated value: 5,000 dollars
to supplement Greenhouse Program

Do you have a specific way you would like to see this gift used? Yes* No

If yes, how would you like to see this gift used? Greenhouse Program

*If yes, and the school district cannot use this donation in the way you specify, do you want to be notified? Yes No

If you wish your name to remain confidential, meaning your name will not appear on the Board of Education Agenda when your gift is accepted, please check here:

[Signature]
Signature

5/9/24
Date

To be completed by the school district

Signature indicates acceptance of the above gift:

President - Board of Education

Superintendent of Schools

Donation transferred into Budget Code #: _____

WHB ELEMENTARY SCHOOL PTA

50-866/214

2358

379 MILL RD.
WESTHAMPTON BEACH, NY 11978-7122

DATE 5/8/24

PAY TO THE ORDER OF Westhampton Beach School District \$ 5,000 ⁰⁰

Five thousand dollars ^{00/100} - DOLLARS

Security Features
Included
Details on Back.

HOME ACCOUNTANT DIME SAFETY PAPER



MEMO Greenhouse

B. Sattufield
Jennifer Shelin

⑆021406667⑆ 1200013389⑆ 2358