



MAILING ADDRESS: 654D N. Wellwood Ave. #181 Lindenhurst, NY 11757 | FACILITY ADDRESS: 350 Higbie Ln. West Islip, NY 11795

2/4/15

Ms. Bernadette Burns
West Islip Public Schools
100 Sherman Ave.
West Islip, NY 11795

Dear Ms. Burns:

I received your latest harassment letter of alleged lease infractions by BCBA. *It has been brought to my attention* you are now acting on behalf of Divine Dance as she has made it clear she wants us out and is now using you to secure the space we currently rent.

By the tone of your monthly letters and all there fictitious claims it is obvious you will not stop with your harassment and threats until BCBA breaks its lease and leaves the halls of the Mini Mall you have allowed her to set up.

Bernadette, let me concede you're the smartest woman in this community and you fancy yourself the new Matriarch of the West Islip School District but for the life of me I can't figure out why with all a Superintendent of Schools is entrusted to oversee; driving BCBA out of Westbrook has become your main mission. One would think that with all the problems plaguing this District, you would have more important issues to focus on?

I can assure you that the people who pay your \$300K salary (parents of those kids who use our facility) still have many unanswered questions pertaining to all the waste, fraud and abuse surrounding the closing of Westbrook. Have you ever provided the taxpayers (who paid for this building) with an honest accounting of all the revenue this Mini Mall is now generating? As the head of a District that "misplaced" over a million dollars of taxpayer money just a few years back, don't you think they are entitled to know what is happening here? Couldn't the time you are wasting by harassing BCBA be better spent developing a plan to fix the classroom overcrowding you caused by closing Westbrook? Are you even concerned about the bullying problem that is making it impossible for students to focus on learning?

This has now reached the point of absurdity so let's cut to the chase, you don't like me or our organization and I'm not fond of overpaid self-serving bureaucrats (or your Dance partner), so there are 3 ways this disaster can play out:

Option 1: You Cease and Desist with your harassment of BCBA and your obstruction of our ability to operate freely so we can generate the revenue we need to pay the rent you demand. In turn, BCBA will continue to provide the outstanding low cost programs & services it has been providing the tax paying residents of both this community and Long Island for almost 11 years. We will finish out the term of our lease and be on our merry way since it is obvious there is no way you will ever renew our lease.

Option 2: You return the \$30,000 BCBA has “wasted” moving its operations to Westbrook based on all the false promises, lies and deceit (like those tactics you used to close this facility). We will find a new space to rent/relocate to and then wind down operations here within 90 days. Upon receiving (in writing) a full release from any future rent obligations we will return the leased space back to you so your Dance Partner can continue building her taxpayer funded business empire. If you wish, you can pay that fee in the form of a Tax Deductible Donation to our organization.

Option 3: You keep your personal harassment tactics going with BCBA and file for eviction. We will meet you in court where you can brag about how you’ve wasted tens of thousands of more tax dollars in a landlord tenant proceeding (which you will lose). BCBA will then pursue a civil proceeding against you, your partners and the BOE. We will have no problem laying out all the harassment/nonsense/broken lease promises you have burdened us with.

Keep in mind, unlike your Board Meetings where you control the agenda and any outcome, in a court of law BCBA will be able to present a compelling case laying out the truth and facts of this shell game you are running here at Westbrook. We have hundreds of pictures as well as text, email, phone and audio messages that will document our side of this whole sordid mess. I will call everyone in for testimony (whether past or present school employees) who were privy to the many conversations and promises made to us regarding the terms and use of this facility and the many false promises you made that helped seal this deal and convince BCBA to rent here.

Based on this District’s fondness for wasting taxpayer’s money, I figure Option 3 is where we are headed. So have your attorney file papers, we will meet you in court where I hope a judge will better educate you on the differences between being a Commercial Landlord and a Superintendent of Schools.

One last suggestion, one of your cohorts is on record stating that Westbrook was closed because it was a newer property that had no mold or structural problems making it easier to sell (as if that was ever a real option). But maybe it is time you consider selling Westbrook to a Commercial Developer who is better qualified to manage its many Landlord/Tenant issues. You can then return the bulk of its proceeds to the residents (who paid for this structure) in the form of a generous tax refund. Best of all you would be free to focus on the many school issues you are being handsomely paid to oversee. In most books that would be a win-win decision all the way around.

In total disgust,
XXXXXXXXXXXX
Ray Bettinelli
Acting Director/Head Coach BCBA

P.S. I assume it is safe to say, based on the tone of ALL your threatening letters, you will NOT allow BCBA to rent the small locker room space it requested 3 months ago?

WI
West Islip Public Schools
The Michael and Christine Freyer Administration Building
100 Sherman Avenue · West Islip, New York 11795
TEL: (631) 893-3200 · FAX: (631) 893-3212

BERNADETTE M. BURNS
Superintendent of Schools

January 30, 2015

Mr. Ray Bettinelli
Community Boxing Center Inc.
654D North Wellwood Avenue
Suite 181
Lindenhurst, NY 11757

RE: Lease with West Islip

Dear Mr. Bettinelli:

As Superintendent of Schools, I am writing to you with regard to your lease with the West Islip Union Free School District. It has come to my attention that your organization has been using the leased premises on Sundays. This is a violation of the lease.

Specifically, pursuant to Section 8 of your lease, "Use of Demised Premises", BCBA shall be permitted to utilize the Demised Premises from 7:00 a.m. to 10:00 p.m. on weekdays and 7:00 a.m. to 4:00 p.m. on Saturdays.

You are hereby directed to cease and desist from using the Demised Premises on Sundays. Should you fail to do so, the District will have no choice but to commence legal action against you.

Sincerely,

Bernadette M. Burns

Bernadette M. Burns

BCBA NOTE

BMB:ped
c: Board of Education
Thomas M. Volz, Esq.

Regular mail and hand delivery at Westbrook

The concession not to open every Sundays (a day we always do business on), was a courtesy/concession BCBA made because Mr. Bosse (your representative) explained that at that time (back when BCBA was the ONLY tenant at Westbrook), he had no staff in place to consistently open the building. I was kind enough not to press the issue based on him telling us that within 6 months (when ALL the other tenants arrived) Sunday hours will be instituted as a FULL TIME staff would be available! So unless you want to shut this building down to every other TENANTS who have total access TO CONDUCT BUSINESS on Sundays, please take note (as per the below provision in MY LEASE) BCBA operates on SUNDAYS!

Lease Point 30. If the premises are used by BCBA on other days (i.e. Sundays), the DISTRICT will make arrangements with either its security or BCBA to lock and unlock the gates.