

LONG BEACH PUBLIC SCHOOLS
Long Beach, New York

October 13, 2009

Ladies and Gentlemen:

The Long Beach Board of Education is the authorized state agency responsible for setting educational policy in the district. It consists of five trustees, each serving a three-year term. Board members pay school taxes at the regular rate and receive no salary or other financial compensation.

All meetings, except executive sessions, are held before the public. Members of the public may address the Board of Education on any specific agenda item during special time reserved for that purpose prior to Board discussion and action. The public may also address the Board of Education on any matter of concern at a second public session after the Board of Education completes agenda action items. Visitors should not address the Board in public relative to questions or comments regarding specific staff members or specific students. Such concerns should be brought to the attention of appropriate staff or to Board members by telephone, in writing, or by scheduling a personal meeting, as appropriate to the circumstances.

Visitors' comments will be limited to five (5) minutes for each agenda item upon which comment is made. Visitors are precluded from speaking on any agenda item more than once during each meeting.

Sincerely,

Your Board of Education

**BOARD OF EDUCATION
Long Beach Public Schools
Regular Board Meeting – October 13, 2009
East Elementary School**

AGENDA

***SCHOOL BOARD RECOGNITION
Performance by Students in Dancing Classrooms Program
High School Art Presentation***

REGULAR MEETING 8:00 P.M.

- I. Pledge of Allegiance and Opening Remarks – Board President
- II. Presentation of Certificates:
Participants in New York All-State Festival Symphonic Band:
 - *Alyssa Blumenthal*
 - *Leigh Rynecki*
- III. Report of Superintendent of Schools
- IV. Board of Education Comments
- V. Questions and Comments from the Public - Items on Tonight's Agenda Only
- VI. Presentations of the Superintendent:
 - 1. Personnel Matters: Certificated 1-6
 - 2. Personnel Matters: Non-Certificated 7-11
 - 3. Contracts 12
 - 4. Approval to Increase Contract 13
 - 5. Acceptance of Donation 15-16
 - 6. Award of Bid 17-19
 - 7. Acceptance of Change Order 20-25
 - 8. Approval of License Agreement..... 26-30
 - 9. Appointment of Legal Consultants..... 31-37
 - 10. Payment of Legal Bills: Legal Services..... 38-49
 - 11. Use of Schools 50-59
- VII. Questions and Comments from the Public

VIII. Announcements:

1. Long Beach Classroom Teachers' Association
2. Administrative, Supervisory and PPS Group
3. Long Beach Schools Employees' Association
4. Parent/Teacher Association
5. Student Organization

IX. Board of Education - Additional New/Old Business, if any

X. Adjournment

RESOLUTIONS

BE IT RESOLVED THAT, upon the recommendation of the Superintendent of Schools, the Board of Education approves the following personnel actions.

I. CERTIFICATED PERSONNEL

(a) Resignations

- (1) Name: Allyson Grossman
Assign./Loc: Part Time Teacher Assistant/Lindell School
Effective Date: October 9, 2009
- (2) Name: Monica Cespedes
Assign./Loc: Part Time Teacher Assistant/middle school
Effective Date: October 9, 2009

(b) Request for Leaves of Absence: Maternity

- (1) Name: Alison Vaaler
Assign./Loc: Teacher of Speech and Hearing
Handicapped/Lindell School
Effective Dates: December 15, 2009-March 23, 2010
- (2) Name: Jennifer Maggio
Assign./Loc: Reading Teacher/East School
Effective Dates: February 1, 2010-June 30, 2010
- (3) Name: Amber Tobia
Assign./Loc: Science Teacher/high school
Effective Dates: January 16, 2009-February 25, 2010

(c) Request for Leaves of Absence: Personal

- (1) Name: Phyllis Sondergaard
Assign./Loc: Part Time Teacher Assistant/middle school
Effective Dates: September 15, 2009-October 30, 2009
Reason: Medical
- (2) Name: Elisa Kolb
Assign./Loc: Part Time Teacher Assistant/West School
Effective Dates: September 8, 2009-November 30, 2009
Reason: To cover as a substitute teacher in a short term leave.
- (3) Name: Antonella Forte
Assign./Loc: Foreign Language Teacher/high school
Effective Dates: September 29, 2009-Date to be determined
Reason: Personal

I. CERTIFICATED PERSONNEL

(d) Rescission: Appointment: Part Time Temporary Teacher Assistant (19 Hours)

Name: Sarah White
Assign./Loc.: Temporary Part Time Teacher Assistant, 19 hours per week/Hebrew Academy of Long Beach

(e) Appointment: Probationary Technology Teacher

Name: Daniel Lerner
Assign./Loc.: Probationary Technology Teacher/high school
Certification: Initial Technology Education
Effective Date: October 14, 2009
Ending Date: October 13, 2012
Tenure Date: October 14, 2012
Tenure Area: Industrial Arts
Salary Classification: BA/Step 1 (\$53,912* per annum) prorated
Reason: To replace David Dileo
*Subject to negotiations

(f) Appointment: Part Time Art Teacher (.7)

Name: Allison Rochford
Assign/Loc: Part Time Art Teacher/East School
Certification: Initial Visual Arts
Effective Dates: October 14, 2009-June 30, 2010 (or earlier at the district's discretion)
Salary Classification: 0.7 of BA/Step 1 (\$37,738* per annum) prorated
Reason: To fill a vacancy
*Subject to negotiations

(g) Appointment: Part Time Temporary Technology Teachers (0.2)

(1) Name: James Johnsen
Assign./Loc.: Part Time Temporary Technology Teacher(0.2) in addition to 1.0/high school
Certification: Initial Technology Education
Effective Dates: October 14, 2009-June 30, 2010 (or earlier at the district's discretion)
Salary Classification: 0.2 of BA/Step 4 (\$11,900* per annum) prorated
Reason: To fill a vacancy
*Subject to negotiations

I. CERTIFICATED PERSONNEL

(h) Appointment: Part Time Temporary Technology Teachers (0.2) cont:

(2) Name: Eric Heck
Assign./Loc: Part Time Temporary Technology
Teacher(0.2) in addition to 1.0/high school
Certification: Initial Technology Education
Effective Dates: October 14, 2009-January 29, 2010 (or
earlier at the district's discretion)
Salary Classification: 0.2 of MA+40/Step 9 (\$16,911* per annum)
prorated
Reason: To fill a vacancy
*Subject to negotiations

(i) Appointment: Part Time Elementary Teacher-AIS Math (0.12)

Name: Nicole Isola
Assign./Loc: Part Time Elementary Teacher-AIS Math
(0.12)/Long Beach Catholic School
Certification: Initial Childhood Education 1-6
Effective Dates: October 14, 2009-June 30, 2010 (or earlier
at the district's discretion)
Salary Classification: 0.12 of MA/Step 1 (\$7,070* per annum)
prorated
Reason: To meet a district need
Comment: Grant Funded

(j) Amended Appointment: Part Time Temporary Teacher Assistant (17.5 Hours)

Name: Marilyn McMahon
Assign./Loc.: Temporary Part Time Teacher Assistant,
17.5 hours per week/Long Beach Catholic
School
Certification: Continuing-Teacher Assistant
Effective Date: October 14, 2009-June 26, 2010 (or earlier
at the district's discretion)
Salary Classification: \$22.09 per hour
Grade/Step: Grade II/Step 8
Reason: To increase hours

I. CERTIFICATED PERSONNEL

(k) Appointment: Part Time Temporary Teacher Assistant (17.5 Hours)

Name: Meghan Miller
Assign./Loc.: Temporary Part Time Teacher Assistant,
17.5 hours per week/Lindell School
Certification: Level I-Teacher Assistant
Effective Date: October 14, 2009-June 25, 2010 (or earlier
at the district's discretion)
Salary Classification: \$16.90 per hour
Grade/Step: Grade II/Step 1
Reason: reappointment

**(l) Rescission: Appointment: Advisor for High School Co-Curricular Activities
2009-2010 School Year-*Subject to negotiations**

Advisor	Activity	Stipend*
Amy Powers	Best Buddies	\$2,705 (split)

**(m) Amended Appointment: Advisor for High School Co-Curricular Activities
2009-2010 School Year-*Subject to negotiations**

Advisor	Activity	Stipend*
Christopher Brown	Best Buddies	\$2,705

**(n) Amended Appointment: Advisors for Middle School Co-Curricular
Activities 2009-2010 School Year-*Subject to negotiations**

Advisor	Activity	Stipend*
Jean Schlegel/Camila Gamboa	Book Club	\$1,353 (split)

**(o) Appointment: Temporary Building Technical Liaison for September 1, 2009-
October 31, 2009-Stipend: \$2,150 (prorated)**

Name	Location
Diana Armada (covering for Lynda D'Alessio who is on a leave of absence)	Lido School

**(p) Appointment: After School ASD Program –Temporary Special Education
Teachers– 2009-2010 School Year-Rate of Pay: \$65.36* partially reimbursed
through tuition -*Subject to negotiations**

1. Lauren Moriarty
2. Janna O'Brien
3. Katie Gardner
4. Lisa Weitzman-Substitute

I. CERTIFICATED PERSONNEL

**(q) Appointment: After School ASD Program –Temporary Teacher Assistants–
2009-2010 School Year-Rate of Pay: According to contract**

- | | |
|---------------------|---------------------------------|
| 1. Patricia Toyas | 6. Maryann Deely |
| 2. Adrian Zeigler | 7. Melanie Muirhead-Substitute |
| 3. Ann Marie DeLiso | 8. Marilyn McMahon-Substitute |
| 4. Kelly Das | 9. Caitlin McCormack-Substitute |
| 5. Marcus Quirogas | 10. Cathy Palmer-Substitute |

**(r) Appointment: Coordinator Title III Afterschool Program for the 2009-2010
School Year-\$49.20* per hour (Grant Funded)-*Subject to negotiations**

Gretchen Cotton

**(s) The following Per Diem Substitute Teachers are recommended for approval
for the 2009-2010 school year:**

NAME	CERTIFICATION AREA
1. Francine Aufiero	Permanent N-6
2. Edwina Bryant	Permanent English 7-12
3. Jacqueline Byrne	Initial Early Childhood Education (B-2) Initial Childhood Education (1-6)
4. Rachel Cornwell	Initial Physical Education
5. David Dileo	Initial Technology Education
6. Antonella Forte	Initial Spanish 7-12 (in process)
7. Scott Hosemann	Initial Social Studies 7-12
8. Dennis Murray	Initial Physical Education
9. Eugenia Pantony	Conditional Initial Physical Education
10. Paul, Steven	Initial Social Studies 7-12
11. Lorraine Radice	Initial Childhood Education (1-6)
12. Kevin Richman	Initial Students with Disabilities (5-9) Initial Generalist in Middle School Education (5-9) Initial Students with Disabilities (1-6)
13. Dawn Stidd	Initial Childhood Education (1-6) Initial Music 7-12
14. Bess Zaffuto	Permanent Art K-12 Permanent Pre K-6
15. Patricia Batus	Professional Students with Disabilities (1-6) (pending)

I. CERTIFICATED PERSONNEL

(t) Reclassifications:

Name	Assignments	New Class	Effective Date
1. Michele Bennett	Teacher/Music	MA+60	2/1/09
2. Michele Bennett	Teacher/Music	MA+70	9/1/09
3. Lisa Casey	Teacher/Soc Studies	MA+20	9/1/09
4. Gregory Cody	Teacher/Soc Studies	MA+30	9/1/09
5. Ernestina DeBellegarde	Teacher/For Lang	MA+60	9/1/09
6. Jaclyn Eiger	Teacher/S&HH	MA+30	9/1/09
7. Heather Fisher	Teacher/Reading	MA+60	2/1/09*
8. Glenn Gartung	Social Worker	MA+70	9/1/09
9. Tamara Mancusi	Teacher/English	MA	9/1/09
10. Stephanie Meyer	Teacher/Art	MA+80	9/1/09
11. Andrew Rossi	Teacher/Music	MA+80	9/1/09
12. John Skudin	Teacher/Phys Ed	MA+10	9/1/08
13. Flor West	Teacher/ESL	MA+80	9/1/09

*Amended Date

II. NON CERTIFICATED PERSONNEL

(a) Resignation for the Purpose of Retirement

Name: Maren Sharpe
Assign./Loc: Part Time Clerical/Administration Building
Effective Date: December 31, 2009

(b) Discontinuance

Name: Tracy Gaines
Assign./Loc: Part Time Building Aide/East School
Effective Date: October 14, 2009

(c) Request for Leave of Absence

Name: Pamela Garfinkle
Assign./Loc: Part Time Building Aide/high school
Effective Dates: September 18, 2009-March 25, 2010
Reason: Medical

(d) Appointment: Probationary Secretary I

Name: Lisa Marry
Assign./Loc.: Probationary Secretary I/Lindell School-
Registrars' Office
Effective Date: October 15, 2009
Probation End Date: October 7, 2010
Salary Classification: \$38,948* per annum (prorated)
Grade/Step: Grade IV/Step 5
Reason: To replace Eva Robinson

(e) Appointment: Head Grounds Supervisor

Name: Bryan McGovern
Assign./Loc.: Heads Grounds Supervisor/Maple Avenue
Effective Date: October 14, 2009
Probationary End Date: October 14, 2011
Salary Classification: \$66,151 per annum (prorated)
Grade/Step: Grade III/Step 19
Reason: Upgrade of position to meet a district need.

(f) Appointment: Part Time Nurse (0.6)

Name: Joan Doherty
Assign./Loc: Part Time Nurse (0.6)/high school
Effective Dates: September 1, 2009-June 30, 2010 (or
earlier at the district's discretion)
Salary Classification: 0.6 of Step 9 (\$25,260* per annum)
Reason: Annual appointment

*Subject to negotiations

II. NON CERTIFICATED PERSONNEL

(g) Appointment: Regular Substitute Part Time Lunch Aide

Name: Joanne Segurra
Assign./Loc: Part Time Lunch Aide (15 hrs per week)/East School
Effective Date: September 1, 2009-October 5, 2009 (or earlier at the district's discretion)
Salary Classification: \$15.26 per hour
Grade/Step: Grade 1/Step 3
Reason: To replace Robin Harris.

(h) The following Per Diem personnel are recommended for approval for the 2009-2010 school year:

1. Brian Hanratty-Teacher Assistant
2. Joann Segarra-Lunch Aide/Building Aide

(i) Corrected Probationary End Date

Name: Kathleen McNally
Assign./Loc.: Probationary Senior Keyboard Specialist (12 months)/high school
Effective Date: September 1, 2009
Probation End Date: April 1, 2010

(j) Appointment: Health, Safety and Nurse Liaison effective July 1, 2009- Stipend: \$7,500-grant funded

Name	Location
Barbara Young	Districtwide

(k) BE IT RESOLVED, That the Board of Education hereby authorizes the settlement of a workers' compensation claim under WCB# 20500015 for \$92,100 in accordance with a letter dated September 16, 2009 from the District's carrier, the Pomco Group, and

BE IT FURTHER RESOLVED, that the Board President is authorized to execute an agreement consistent thereto.

II. NON-CERTIFICATED PERSONNEL

(I) Recommended Action: Approval of the schedules of the Fall 2009 Saturday Morning Enrichment Program Instructional Personnel as follows (subject to sufficient enrollment and satisfactory performance):

Name	Position	Course	\$ Hour	Max Hours
1. Aurora, Jr. Vincent	Instructor	Sports a Rama	25	20
2. Brown, Shamika	Instructor	Artist Techniques	27	20
3. Brown , Shoni	Instructor	Hip Hop Dance	27	20
4. Farrell, Linda	Instructor	Crafty Kids	33	20
5. Grant, Meredith	Instructor	Fun With Food	27	20
6. Levenberg, Dana	Instructor	Gymnastics	33	20
7. Lilley, Jean Marie	Instructor	Theatre Arts	27	20
8. Martin, Deanna	Instructor	Yoga for Kids	27	20
9. Onufrock, Lina	Instructor	Jewelry and Beads	27	20
10. Rosa, Jennifer	Instructor	Fabric Fun	31	20
11. Silverman, Jessica	Instructor	Piano	27	20
12. Silvestro, Maryann	Instructor	Dinosaur Digs	27	20
13. Tasavoli, Cabrina	Instructor	Wild for Sports	31	20
14. Theisen, Roseann	Instructor	Cake Decorating	27	20
Assistants				
15. Cronolly, Louise	Assistant		15	20
16. Golia, Jeanne	Assistant		15	20
17. Greenhut, Debra	Assistant		17	20
18. Monahan, Aileen	Assistant		17	20
19. Quirogas, Marcus	Assistant		17	20
20. Schwarz, Deborah	Assistant		19	20
21. Silvestro, Maryann	Assistant		19	15
22. Spinks, Revi	Asst to Director		33	45
Substitute Instructors				
23. Cronolly, Louise			27	20
24. Golia, Jeanne			25	20
25. Greenhut, Debra			27	20
26. Monahan, Aileen			27	20
27. Quiroga, Marcus			27	20
28. Schwarz, Deborah			29	20
Student Assistants				
29. Birenbaum, Dana			7.50	20
30. Copeland, Jessica			7.75	20
31. Cronolly, Michelle			7.75	20
32. Farrell, Nicholas			7.75	20
33. Horowitz, Brandon			7.50	20

II. NON-CERTIFICATED PERSONNEL

- (m) **Recommended Action: Approval of the schedules of the Fall 2009 Saturday Morning Enrichment Program Instructional Personnel as follows (subject to sufficient enrollment and satisfactory performance): continued**

Name	Position	Course	\$ Hour	Max Hours
Student Assistants				
34. Lazare, Adam			7.75	20
35. Monahan, Thomas			7.50	20
36. Noss, Geoffery			7.75	20
37. Randall, Jeremy			7.75	20
38. Slutsky, Amanda			7.75	20
39. Solomonik, Jordan			7.75	20
40. Solomonik, Michael			7.50	20
41. Spinks, Sarah			7.75	20
42. Stein, Russell			7.75	20

BE IT RESOLVED THAT, upon the recommendation of the Superintendent of Schools, the Board of Education hereby designates the appointments of the following individuals as emergency conditional appointments, pursuant to chapter 147 of the Laws of 2001:

Name	Assignment	Effective Date
Kevin Chavez	Seasonal Worker	10/13/09
Vincent Hall	Seasonal Worker	10/13/09
Geraldine King	Substitute Nurse	10/13/09
Blair Ratner	Seasonal Worker	10/13/09

III. CONTRACTS

(a) Contract-Consultant: For the 2009-2010 School Year

Name:	A.U.S.S.I.E.
Fee:	\$117,500 maximum-Grant Funded
Services:	To provide professional development.

(b) MEMORANDUM OF AGREEMENT: LONG BEACH PUBLIC SCHOOLS AND THE LBCTA

BE IT RESOLVED, the Board of Education approves the Memorandum of Agreement between the negotiating representatives of the Long Beach Public Schools and the LBCTA, dated October 1, 2009.

**4. APPROVAL TO INCREASE SCHOOL YEAR 2008-2009 CONTRACT
MAXIMUM FOR PAWS-4-PEDS**

WHEREAS, the Board of Education ("Board") of the Long Beach City School District ("District") approved a contract maximum of Paws-4-Peds for the 2008-09 school year at a board meeting on October 14, 2008; and

WHEREAS, the District required the occupational and physical therapy services of Paws-4-Peds in an amount greater than the approved maximum of \$250,000;

THEREFORE, BE IT RESOLVED, that the Board approves an increase in the 2008-2009 school year Paws-4-Peds contract amount to a maximum of \$302,000.

5. ACCEPTANCE OF DONATION

BE IT RESOLVED that upon the recommendation of the Superintendent of Schools, the Board of Education accepts the donation of a desk from an Island Park resident.

6. AWARD OF BID#767B: Out-of District Special Education Transportation

WHEREAS, the Long Beach City School District ("District") placed legal notice advertising a bid for Out-of-District Special Education Transportation (bid #767B) in the official district paper on September 24, 2009, and mailed bid documents to ten (10) vendors; and

WHEREAS, the District, in accordance with Article 5-A of the General Municipal Law, invited bids for Out-of-District Special Education Transportation, which bids were opened publicly on October 1, 2009; and

WHEREAS, multiple bidders were the lowest bidders on various items within the bid for Out-of-District Special Education Transportation (bid #767B);

THEREFORE, BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby determines that We Transport and Independent Coach were the lowest responsible bidders for various items (see attached detailed list) within the Out-of-District Special Education Transportation (bid #767) and approves the award of Out-of-District Special Education Transportation (bid # 767B) to We Transport.

7. ACCEPTANCE OF CHANGE ORDER

WHEREAS, the Long Beach City School District ("District") placed legal notice advertising a bid for Plumbing Contract (No. 1-FTCNG-2) in the official district paper on August 13, 2009; and

WHEREAS, the District, in accordance with Article 5-A of the General Municipal Law, invited bids for Plumbing Contract (No. 1-FTCNG-2) which bids were publically opened on August 19, 2009; and

WHEREAS, the sole bid received was from ANGI Energy Systems for Plumbing Contract (No. 1-FTCNG-2); and

WHEREAS, the bid received from ANGI Energy Systems for Plumbing Contract (No. 1-FTCNG-2) on August 19, 2009 for \$119,485.00 was significantly higher than a prior proposal submitted by ANGI Energy Systems on July 16, 2009 for \$105,820.00 for the same scope of highly specialized work;

THEREFORE, BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, after consultations with the District's Construction Manager, Architect and Counsel, the Board of Education hereby accepts Change Order (No. 001) to Angi Energy Systems for \$105,820.00.

BE IT FURTHER RESOLVED, that the Board of Education authorizes the Chief Operating Officer to execute change order No. 1-FTCNG-2 on its behalf.

8. APPROVAL OF LICENSE AGREEMENT

WHEREAS, the Long Beach City School District ("District") wishes to use the City of Long Beach Ice Arena ("Ice Arena") for ice skating, hockey games and practices for the 2009-2010 school year; and

WHEREAS, the Ice Arena is willing to provide a no fee license to the district to use the Ice Arena facilities;

THEREFORE, BE IT RESOLVED, that the Board of Education of the Long Beach City School District approves the license agreement between the District and the Ice Arena for the 2009-2010 school year; and

BE IT FURTHER RESOLVED, that the Board of Education authorizes the Chief Operating Officer to execute the license agreement on its behalf.

9. APPOINTMENT OF INGERMAN SMITH, L.L.P., TO SERVE AS THE DISTRICT'S LEGAL CONSULTANTS FOR THE 2009-10 SCHOOL YEAR

10. PAYMENT OF LEGAL BILLS: LEGAL SERVICES

BE IT RESOLVED that, upon the recommendation of the Superintendent of Schools, the Board of Education authorizes expenditures in the amount of \$13,585.92 to the firm of Ingerman, Smith, L.L.P. for the monthly retainer and extraordinary legal services rendered during the period of August 1, 2009 through August 31, 2009.

11. USE OF SCHOOLS

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the use of schools, as attached, not to conflict with District events.



Long Beach Public Schools
659 Lido Boulevard, Lido Beach, NY 11561
P: (516) 897-2132 • F: (516) 897-2300
www.lbeach.org

Robert Greenberg, Ed.D.
Superintendent of Schools

Robert Sambo
Transportation Supervisor

"Success is Everyone's Reward"

To: Michael DeVito
From: Robert Sambo
Date: 10/2/09
Re: Bid #767B – Special Education Transportation

After reviewing the attached spread sheet for Bid #767B, I recommend the following:

<u>Destination</u>	<u>Vendor</u>
Samuel Wang Developmental Disabilities Inst.	We Transport No Award*

*No award due to the fact that the bid price came in higher than our 5-hour vehicle contract price which was awarded on Bid #767-8/3/09. Therefore in the best interest to the school district, I opted to utilize that contract to obtain the lowest cost.

Please present my recommendations at the next regular Board meeting for approval.

Lm
Enc.

Long Beach City School District

Out of District Special Education Transportation

Bid #767B

VENDOR	PRICE PER STUDENT PER MO.	PRICE PER ADD. STUD PER MO.	PRICE PER VEHICLE PER MO.	PRICE PER MATRON PER MO. (IF NEEDED)	Comments
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Acme Bus					
DDI	\$ 4,200.00	\$ 1,100.00	\$ 6,300.00	\$ 2,100.00	
Samuel Wang	\$ 4,800.00	\$ 260.00	\$ 6,300.00	\$ 2,400.00	

First Student					
DDI	\$ 4,100.00	\$ 200.00	\$ 4,800.00	\$ 2,050.00	
Samuel Wang	\$ 4,925.00	\$ 200.00	\$ 5,350.00	\$ 2,050.00	

We Transport					
DDI	\$ 4,000.00	\$ 1,400.00	\$ 5,400.00	\$ 2,450.00	
Samuel Wang	\$ 1,000.00	\$ 1,000.00	\$ 3,400.00	\$ 2,050.00	

Independent					
DDI	\$ 3,799.00	n/c	\$ 3,799.00	\$ 2,100.00	
Samuel Wang	\$ 3,299.00	n/c	\$ 3,299.00	\$ 1,800.00	

Suburban					
DDI	\$ 4,488.00	\$ 400.00	\$ 4,500.00	\$ 2,000.00	
Samuel Wang	n/b	n/b	n/b	n/b	

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19 Front Street
Newburgh, NY 12550-7601
845-561-3179 Fax 845-561-3215
www.csarchpc.com

September 18, 2009

Mr. Michael DeVito
Chief Operating Officer
Long Beach City School District
235 Lido Boulevard
Lido Beach, New York 11561

RE: LONG BEACH CITY SCHOOL DISTRICT
TRANSPORTATION SITE, CNG FUEL STATION EXPANSION
CHANGE ORDER FOR CONTRACT 1-FTCNG-1
CSArch PROJECT NUMBER: 08045-00

Dear Mr. DeVito:

We have reviewed the proposal submitted by ANGI Energy Systems for twelve (12) additional CNG fuel stations, dated 7/16/09, and find it to be fair and reasonable.

Based upon the District's request for additional stations to accommodate the increase in fleet vehicles, we recommend executing the Change Order to proceed with this work.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas M. Ritzenthaler".

Thomas M. Ritzenthaler, AIA
Principal

Copy: P. Accilien/Savin Engineers (email)
C. Steven/Lewis Engineering (email)
File

File: Central
Document: \\csa12\csarch\2008\08045-00 LBCSD CNG Station\00-TEXT\04-Corr - Owner\09-09-18 ANGI CO
Recommendation Letter.doc



Submittal #

Project C

Submittal Cover

PROJECT Long Beach City School District Transportation Site Compressed Natural Gas Fuel Station Expansion	CONTRACT #
CSArch PROJ. # 08045.00	CONTRACT FOR
CSArch SUBMITTAL #	CONTRACTOR ANGI ENERGY
	SUBCONTRACTOR

SUBMITTAL INFORMATION		
<input checked="" type="checkbox"/> 1 st Submission Date: 7/16/09	<input type="checkbox"/> 1 st Resubmittal Date:	<input type="checkbox"/> 2 nd Resubmittal Date:
Description: PRICING FOR NOSE POLES 8 / OPT. 12		
Shop Drawing Title: QUOTATION 095054.2B		
Shop Drawing No:		
Contents: <input type="checkbox"/> Product Data <input type="checkbox"/> Samples <input type="checkbox"/> Tests <input type="checkbox"/> Schedules		
Manufacturer: ANGI ENERGY SYSTEMS		
SPEC SECTION	Paragraph(s):	Drawings #(s):

CONTRACTOR'S APPROVAL	CSArch REMARKS
Date: _____ By: _____ <input type="checkbox"/> Submitted product has been reviewed for release to Architect/ Engineer. <input type="checkbox"/> Submitted Product is as specified. <input type="checkbox"/> Submitted product is equal to specific product.	
ARCHITECT'S STAMP Date: _____ By: _____ <input type="checkbox"/> No Exception Taken <input type="checkbox"/> Make Corrections Noted <input type="checkbox"/> Rejected <input type="checkbox"/> Revise & Resubmit	
Reviewing is only for conformance with the Project's design concept and compliance with the information in the Contract Documents. The Contractor is responsible for quantities and dimensions to be confirmed and correlated at the site; for information that pertains solely to the fabrication processes or to the mean, methods, techniques, sequences & procedures of construction; and for coordination of the Work of all trades. Any corrections on the submittal shall not be deemed an order for extra work.	



468 East Main Street, Suite A
 Malone, New York 12953-2100
 518.483.0764 Fax
 518.689.5801
www.csarchtipe.com

Change in Condition

PROJECT: Long Beach CNG Fuel Station Expansion
 CSArch PROJECT NO: 08045

PAGE: 1
 DATE: 26 June 09

TITLE: ADDITIONAL FUELING STATIONS

TO: ANGI Energy Systems
 15 Plumb Street
 Milton, WI 53563
 attn: James Bilella (jibilella@angienergy.com)

CIC DATE: 6/26/09
 REQUIRED: 7/3/09
 Scope Change – Owner
 Scope Change – Architect
 Field Condition

PHONE: 610-247-3792 FAX: 608-868-4713

CLARIFICATION
 This serves as the Architect's Supplemental Instructions. Contractor to proceed with this work.

FOR PRICING
 Contractor to proceed with this work only after receiving the direction to proceed from the CM.

PROCEED ORDER
 Contractor to proceed with this work immediately. Upon approval of cost, an Allowance Disbursement or Change Order will be issued.

T and M Work
 Back Charge

NOTE TO CONTRACTORS:

Unless this is a Clarification, Contractors to submit an itemized proposal for changes in the contract sum and contract time for proposed modifications to the Contract Documents described herein. THE PROPOSAL MUST BE SUBMITTED WITHIN 10 DAYS.

All proposals (including Subcontractor's and Supplier's) MUST include a breakdown for Labor, Material and Equipment. If this information is not on Contractor's Proposals, they will be rejected, causing backcharges for CM time to review.

If T and M box is checked above, work will be done on a T and M basis. Tickets to be signed by the Construction Site Coordinator daily. Contractors to provide a "not to exceed" estimate for this work. Within 10 days after completion of this work, Contractor to send copies of ALL signed tickets to CSArch Office for Change Order to be processed.

This Work will be a Backcharge to this Contractor at no additional cost to the Owner if the Contractors do not come to an agreement on corrective action. This Backcharge will be processed via Credit Change Orders.

REMARKS:

Scope: Extend existing CNG filling stations by 8 closest to gated CNG compressor equipment area North. Consult ANGI Incorporated professional engineers in providing a full and operational system matching current installed materials. Follow and comply with National Grid, NFPA, NEC and all other applicable codes.

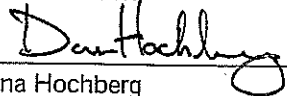
Direction to Contractor:

Prior to installation, contractor shall perform a full and complete underground survey to identify and mark all existing buried utilities in the extended area of new filling stations. Should a conflict arise, consult Construction Manager prior to commencement of work.

Match existing rail mounting support, single refueling hose pole assembly with 10 foot pole, hose assemblies, recoil hose support, control panels, stainless steel piping, emergency shutoff button (EMO), fire extinguisher and cabinet.

Connect new rail mounting support to existing maintaining existing height above grade. Mount new refueling station control panels to match existing refueling station control panel installations. Provide connection to existing stainless steel tubing supply pipe, match existing materials. Route and secure tubing on new rail to 8 new filling stations. Locate nearest existing EMO circuit, connect and extend circuit to new EMO at end of new rail (new rail to match existing), match existing EMO height above grade. Route and secure new conduit to existing and new rail to new EMO, match existing conduit and wire size. Clean, test, purge and start-up expanded system as required by ANGI International.

REPORTED BY CSArch

Signed: 
 Dana Hochberg

Date Processed _____

cc:



Quotation 095054.2B
For
CNG Fueling Station Expansion
Long Beach School District
Long Beach, NY

CS Arch Project No: 08045

July 15, 2009

Scope: Extend existing CNG filling Hose Poles by 8 (option to increase to 12), closest to gated CNG Compressor Compound area North. ANGI Energy will design, build and install a full operational system that is equal or better than existing system. Units will comply with all current codes, NFPA-52, NEC, National Grid and other applicable codes. Area will be inspected for underground items before construction is started.

Material: Match existing mounting rail and Highway Guard Rail. Hose Poles (10') as manufactured by ANGI Energy Systems with control panel, include 30 foot fueling hoses with protective covering, breakaways, 3600 psi fueling nozzles and heavy duty torque reels for support. Included are one Fire Extinguisher with cabinet and one Emergency Shutdown Device (ESD) connected to existing system. High pressure SS tubing and ESD system will be routed and secured to the fueling rail matching the existing system. New units will be cleaned, purged and tested at Start-up and provide additional instruction to LBSD personnel as required. Railing area will be landscaped with stone to prevent weed growth.

Quoted Price

8 Fueling Poles (as above)	\$75,763.00
Option	
12 Fueling Poles (as above)	\$105,820.00



Material and Equipment 8 / 12 Hose Poles	\$31,025.00	\$46,025.00
Rail and Guard Rails 8/ 12 Hose Poles	36,463.00	50,089.00
Engineering/Project. Mgt./Start-up	6,000.00	7,000.00
Freight	2,275.00	2,706.00

Total 8 Hose Poles **\$75,763.00**

Total 12 Hose Poles (Option) **\$105,820.00**

Contractors:

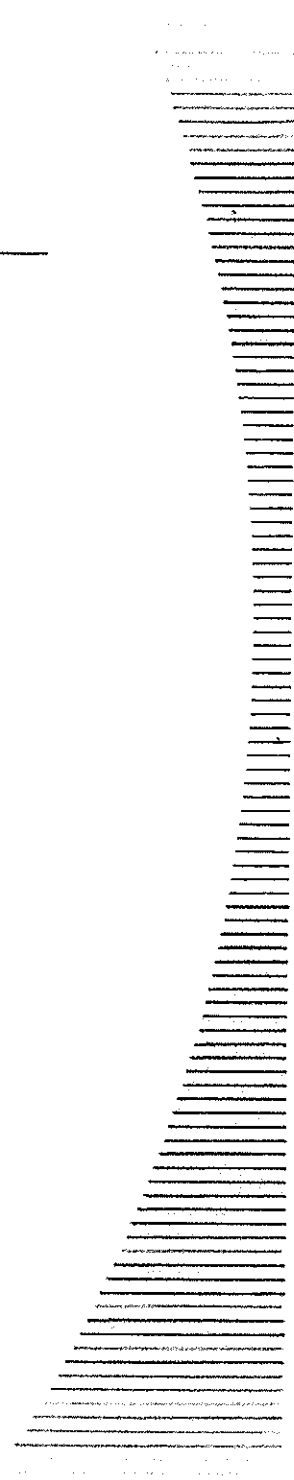
ANGI Energy Systems
Milton, WI

Residential Fence Corp.
Ridge, NY

Saeger Machine & Welding
Harleysville, PA

Submitted By:

James Bilella
ANGI Energy Systems
610-247-3792
jbilella@angienergy.com



ICE ARENA LICENSE AGREEMENT

This Ice Arena License Agreement ("Agreement") is entered into between City of Long Beach ("Licensor"), with offices for the transaction of business located at 1 West Chester St, Long Beach, New York and Long Beach City School District ("Licensee", with offices for the transaction of business located at 235 Lido Boulevard, Long Beach, New York.

This Agreement is intended to control the rights and responsibilities of the parties regarding the Licensee's use of the Licensor's facility, including, the property upon which it is situated (the "Arena") for its activities which include, but are not limited to, ice-skating, hockey games and practices.

For the consideration set forth herein, the parties agree as follows:

1. **LICENSE.** This Agreement authorizes the Licensee to have the exclusive use of the ice surface, nets, boards, benches, penalty box areas and locker rooms and any other areas over which the Licensee may have exclusive control within or upon the Arena ("Licensed Areas"). The Licensee shall also have non-exclusive use of the spectator stands, concessions, parking lots, walkways and other public areas of the Arena, and areas of ingress and egress to such areas. This License covers the dates and times set forth in Appendix A.
2. **TERM.** The term of this Agreement shall be from September 1, 2009 through June 30, 2010.
3. **PERSONS COVERED.** Only the Licensee, its members, prospective members, players and coaches are licensed by this Agreement. In addition, certain other players, coaches, officials and volunteers of USA Hockey who are invited by the Licensee to use the Arena (collectively "Invitees") are covered by certain provisions of this Agreement. Persons other than the Licensee and the Licensee's Invitees who may from time to time enter the Arena for the purpose of viewing the Licensee's practices and events including, members of the general public, parents and guests of the participants (collectively "Spectators") may be permitted access to the Arena at the discretion of the Licensor, subject to the provisions of this Agreement.
4. **LICENSOR'S DUTIES.** The Licensor shall be responsible for:
 - a. Making the Arena available at the times specified in paragraph 1;
 - b. Advance preparation of the ice surface, placement of nets and boards;
 - c. Providing a facility that is free from open and obvious physical defects in, of, or upon the Licensed Areas and an Arena that is reasonably fit for its intended use and purpose;
 - d. Making reasonable efforts to resolve all concerns, including, but not limited to, correcting all defects that the Licensee brings to the Licensor's attention;
 - e. Maintaining the Arena in accordance with industry standards;
 - f. Maintaining order and controlling unruly behavior among Spectators jointly with the Licensee during all times when the Arena is in use by the Licensee, except during times when a gate fee is being charged for the admission of the

Spectators to a USA Hockey-sanctioned event. If during a game or event at which no gate fee is charged, Spectators display inappropriate or disruptive behavior that interferes with other spectators or the game or event, the Licensor and the Licensee shall be jointly responsible to stop the game or event and identify the violators for the purpose of removing them from the Arena at which point the game or event shall resume.

5. **LICENSEE'S DUTIES.** The Licensee shall be responsible for:

- a. Providing reasonable notice to the Licensor of any open and obvious defects existing in, of, or upon the Licensed Areas that the Licensee becomes aware of prior to and while using the Licensed Areas;
- b. Stopping all games and/or practices should it become aware of any open and obvious physical defect existing in, of, or upon the Licensed Areas that creates a dangerous condition and immediately bring such concern to the Licensor's attention;
- c. Controlling the behavior of its members, prospective members, players, coaches and Invitees;
- d. Supervising all on-ice activities;
- e. Maintaining order and controlling unruly behavior among Spectators during all USA Hockey-sanctioned events at which a gate fee is charged for the admission of the Spectators. If during a game or event at which a gate fee is charged, Spectators display inappropriate or disruptive behavior that interferes with other spectators or the game or event, the Licensee shall stop the game or event and identify the violators for the purpose of removing them from the Arena at which point the game or event shall resume. During all events at which no gate fee is charged, the Licensee and the Licensor shall be jointly responsible to maintain order and control unruly behavior among Spectators.
- f. Obtaining signed release agreements from all participants in a form acceptable to the Licensor;
- g. Naming the Licensor as an additional insured under its general liability insurance policy for those times that the Licensee is using the Arena; and
- h. Any and all injuries arising from the activities conducted by the Licensee at the Arena that are caused by the negligent or intentional conduct of any of its members, prospective members, players, coaches and Invitees.

6. **RECIPROCAL HOLD HARMLESS**

- a. The Licensee agrees to indemnify, defend and hold harmless the Licensor, its officers, agents, shareholders and employees from any claim for bodily injury or property damage arising from the Licensee's use of the Arena pursuant to this Agreement provided that such claim is proximately caused by: (1) the negligent or intentional act of the Licensee or any of its members, prospective members, players, coaches or its Invitees while using the Arena; or (2) a failure of the Licensee to perform any of its obligations set forth in paragraph 5 (a)-(h) above. The Licensee shall not be required to indemnify, defend or hold harmless the Licensor, its officers, agents, shareholders or employees from any claim

proximately caused by any structural or physical defect existing in, of, or upon the Arena unless the Licensor can demonstrate that the Licensee was aware of, or caused, said defect prior to the occurrence of the injury, but failed to reasonably notify the Licensor or its employee of the defect, despite having sufficient time to do so.

- b. The Licensor agrees to indemnify, defend and hold harmless the Licensee, its officers, agents, shareholders and employees from any claim for bodily injury or property damage arising from the Licensee's use of the Arena pursuant to this Agreement provided that such claim is proximately caused by: (1) any structural or physical defect existing in, of, or upon the Arena unless the Licensor can demonstrate that the Licensee was aware of, or should have been aware of, the open and obvious defect prior to the occurrence of the injury, but failed to notify the Licensor, of its existence despite sufficient time to do so; or (2) a failure of the Licensor to perform any of its obligations set forth in paragraph 4 (a)-(f), above. The Licensor shall not be required to indemnify, defend or hold harmless the Licensee, its officers, agents, shareholders or employees, from any claim caused by any negligent or intentional conduct of the Licensee, its members, prospective members, players, coaches or Invitees.

7. In the event the Licensor cancels the event due to strikes, accidents or other causes beyond its control and in doing so the Licensor shall reschedule the event or refund all amounts paid at the sole option of the Licensee.

8. All employees of the Licensor shall be deemed employees of the Licensor for all purposes and the Licensor alone shall be responsible for their work, personal conduct, direction, and compensation. The Licensor acknowledges that it will not hold itself, its officers, employees and/or its agents out as employees of the Licensee. The Licensor is engaged by the Licensee only for the purposes and to the extent set forth in this Agreement, and its relationship to the Licensee shall, during the periods of its services hereunder, be that of an independent contractor. The Licensor shall not be considered as having employee status and shall not be entitled to participate in any of the Licensee's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, the Licensor, its officers its employees and/or its agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by the Licensee.

9. The Licensor understands and agrees that it shall comply and be responsible for complying with all applicable federal, state, and local statutes, rules, regulations, codes and ordinances.

10. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to choice of law. Any action arising pursuant to the terms of this Agreement shall be brought in the Courts of the State of New York with venue in the County of Nassau.

11. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered, or when mailed by first class registered or certified mail, addressed (a) if to the Licensor, at its address set forth above, or at such other address as the Licensor shall have furnished to the Licensee in writing, or (b) if to the Licensee, at the address set forth above.

12. The Licensor represents that the officers or persons signing this agreement on behalf of Licensor expressly represent that the Licensor has adopted a resolution authorizing its execution of this agreement, and the persons whose signatures appear on this agreement on behalf of the Licensor expressly represent that these are authorized by the Licensor to execute this agreement on its behalf and bind the Licensor to the terms and conditions of this Agreement.

13. This Agreement may be terminated by the Licensee for any reason upon ninety (90) days notice to the Licensor. Said termination shall become effective ninety (90) days from the date of said notice or upon the Licensor's re-booking of the ice time previously slated for use by the Licensee, whichever is earlier.

14. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

15. Historical lack of enforcement of any law, local or otherwise, shall not constitute a waiver of the Licensor's responsibility for compliance with such law in a manner consistent with its agreement with the Licensee unless and until the Licensor has received written consent for the waiver of such compliance from the governmental agency responsible for the enforcement of such law.

16. Except as expressly provided in the agreement between the Licensee and the Licensor, duties and obligations imposed by such agreement and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law, or in equity or by other agreement, and such rights and remedies shall survive acceptance of the Licensor's work and/or any other termination of the Licensor's agreement with the Licensee.

17. No action or failure to act by the Licensee or the Licensor shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

18. In case any provision of this Agreement should be held to be contrary to, or invalid, under the law of any country, state or other jurisdiction, such illegality or invalidity, shall not affect in any way, any other provisions hereof, all of which shall continue, nevertheless, in full force and effect in any country, state or jurisdiction in which such provision is legal and valid.

19. The Licensor agrees not to assign, transfer, convey or sublet or otherwise dispose of this Agreement or its right, title and interest therein or its power to execute such Agreement, to any other person, firm or corporation without the previous consent in writing of the Licensee.

20. This Agreement represents the entire and integrated agreement between the Licensee and the Licensor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Licensee and the Licensor. No oral modifications to this Agreement shall be binding upon the parties.

21. The parties shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York, such insurance as will adequately protect the Licensor and the Licensee from claims, whether such operations be by the Licensor, the Licensee or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

22. In the event that any of the insurance coverage to be provided by the Licensor contains a deductible, the Licensor shall indemnify and hold the Licensee harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of the Licensor.

23. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the Licensor and the Licensee and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Licensee and the Licensor. No oral modifications to this Agreement shall be binding upon the parties.

IN WITNESS WHEREOF, the Licensor and Licensee have executed this Agreement this ____ day of _____, 20_____.

CITY OF LONG BEACH

LICENSOR:

By: _____

**LONG BEACH CITY
SCHOOL DISTRICT
LICENSEE:**

By: _____

APPLICATIONS FOR USE OF SCHOOLS

APPLICATIONS FOR USE OF SCHOOL FACILITIES

<u>Organization</u>	<u>Purpose</u>	<u>Facility Requested</u>	<u>Date Requested</u>
Cub Scout Pack 51	Red Ribbon Event	Middle School Gym & outside	Sunday, 10/18/09, from 1:00 pm – 4:00 pm
Daisy Troop 2301	Meetings	West School Room #4	Tuesdays, 10/20/09, 11/10/09, 11/24/09, 12/8/09, 12/22/09, 1/5/10, 1/19/10, 2/2/10, 2/23/10, 3/9/10, 3/23/10, 4/13/10, 4/27/10, 5/11/10 and 5/25/10 from 5:30 pm – 6:45 pm
Girl Scout Troop 2022	Meetings	East School Room #2	Thursdays, 10/15/09, 10/29/09, 11/12/09, 11/19/09, 12/10/09, 12/17/09, 1/7/10, 1/21/10, 2/4/10, 2/11/10, 3/4/10, 3/11/10, 4/8/10, 4/22/10, 5/13/10, 5/20/10 and 6/3/10 from 3:30 pm – 4:45 pm
Girl Scout Troop 2183	Meetings	East School Room #7A	Mondays, 10/19/09, 11/9/09, 11/30/09, 12/21/09, 1/11/10, 2/1/10, 2/22/10, 3/15/10, 4/12/10, 5/3/10, 5/24/10 and 6/14/10 from 4:00 pm – 5:15 pm
Girl Scout Daisy Troop	Meetings	East School Room #5	Tuesdays, 10/20/09, 11/24/09, 12/22/09, 1/19/10, 2/23/10, 3/23/10, 4/20/10, 5/13/10 and 6/22/10 from 4:00 pm – 5:30 pm
The Dance Loft	Recital	High School Auditorium, Bathrooms, Common Area and Rooms 257, 258 and 259	Sunday, 6/13/10, from 8:30 am – 9:00 pm

APPLICATIONS FOR USE OF SCHOOL FACILITIES

<u>Organization</u>	<u>Purpose</u>	<u>Facility Requested</u>	<u>Date Requested</u>
Girl Scout Troop 2166	Meetings	East School Room #5	Thursdays, 10/22/09, 11/05/09, 11/19/09, 12/10/09, 12/17/09, 1/07/10, 1/21/10, 2/04/10, 2/25/10, 3/11/10, 3/25/10, 4/08/10, 4/22/10, 5/06/10, 5/20/10, 6/03/10 from 3:30 pm – 4:45 pm