

NASSAU COMMUNITY COLLEGE
Garden City, New York

BOARD OF TRUSTEES' MINUTES

Meeting of November 12, 2019

The six hundred thirty-first meeting of the Board of Trustees was held on Tuesday, November 12, 2019 on the eleventh floor of the Administrative Tower. The meeting was called to order by Chair Gardyn at 5:30 p.m. followed by a salute to the flag.

Present: Jorge L. Gardyn, Chair
Kathy Weiss, Vice Chair
Edward Powers, Secretary;
John R. Durso, Linda H. Green, Wanda H. Jackson,
George Siberón, Bridget Russell, Student Trustee.

Absent: John A. DeGrace, Donna M. Tuman

Also in attendance: President Williams

Chair Gardyn requested a motion that pursuant to Section 105 of the Open Meetings Law of the State of New York, the Board of Trustees shall enter Executive Session for the following purposes: 1) to discuss matters relating to negotiations involving the Nassau Community College Administrators Association; 2) the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof; and 3) the reviewing of the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. Trustee Weiss moved the motion; seconded by Trustee Durso. Motion carried 8-0.

Chair Gardyn resumed the open meeting at 7:25 p.m.

Present: Jorge L. Gardyn, Chair
Kathy Weiss, Vice Chair
Edward Powers, Secretary;
John R. Durso, Linda H. Green, Wanda H. Jackson,
George Siberón, Donna M. Tuman, Bridget Russell, Student Trustee.

Absent: John A. DeGrace

Also in attendance: President Williams

1. Approval of Minutes

- a. Chair Gardyn requested a motion to approve the minutes of September 10, 2019. Trustee Durso moved the motion; seconded by Trustee Siberón. Motion carried 8-0-1 (Weiss).
- b. Chair Gardyn requested a motion to approve the minutes of October 15, 2019. Trustee Weiss moved the motion; seconded by Trustee Green. Motion Defeated 5 (Weiss, Durso, Green, Jackson, Russell) -4 (Gardyn, Powers, Siberón, Tuman)

REPORTS OF THE STANDING COMMITTEES

Finance and Capital Committee

2. Trustee Weiss introduced the following resolution:

RESOLVED, upon the recommendation of the Nassau Community College Board of Trustees Finance and Capital Committee, the Nassau Community College Board of Trustees hereby approves the pending college procurement agreement with VRD Contracting Inc. in the amount of \$31,583,200, as requested by VP Facilities Management Muscarella. (**Funding Source:** Capital Project 70088)

Chair Gardyn requested a motion to consider this item. Trustee Powers moved the motion; seconded by Trustee Tuman. Motion carried 9-0.

3. Trustee Russell introduced the following resolution:

BE IT RESOLVED, that Nassau Community College fully supports the proposal that New York State change the base state aid formula allocation for each community colleges to be permanently set at 100% of the previous year or \$100 increase per FTE, whichever is more.

Chair Gardyn requested a motion to consider this item. Trustee Durso moved the motion; seconded by Trustee Tuman. Motion carried 9-0.

Chair Gardyn made a motion under Article VIII section C(6) of the Rules of Procedure to allow for the consideration of an item that does not appear on the Calendar. Trustee Powers seconded the motion. Motion carried 9-0.

4. Trustee Powers introduced the following resolution:

WHEREAS, the County of Nassau has informed Nassau Community College (the “College”) that it will be entering into a Master Energy Agreement with Nassau Energy, LLC, (“Nassau Energy”) for the distribution and delivery of thermal energy and electric energy to certain customers of the County (the “MEA”), and

WHEREAS, the County of Nassau and Nassau Energy has informed the College that it will also be entering into that certain Lease Agreement (the “Lease Agreement”), pursuant to which the County, as “Landlord”, will lease to Nassau Energy, as “Tenant”, that certain approximately 5.2 acre parcel of land located at 185 Charles Lindbergh Boulevard, Mitchell Field, Uniondale, New York (the “CUP Facility Lease Area”), (such CUP Facility Lease Area is known as a portion of Section 44, Block F, Lot 407), in connection of Nassau Energy’s operation of a cogeneration/district heating and cooling system and thermal energy facility (the “Original CUP Facility”);

WHEREAS, the Original CUP Facility, CUP Facility Lease Area and other Leased Facilities as defined in the Lease Agreement (the “New CUP Facility”) will be used by Nassau Energy for distribution and delivery of thermal and electric energy to certain customers, including the College;

WHEREAS, in 1990, the County, in its capacity as Trustee for the College, granted two (2) easements to itself, in its capacity as the County of Nassau, over certain land located near the Original CUP Facility, which land the County holds in trust for the College, identified as Easement Agreement dated as of July 30, 1990, recorded in the Office of the Nassau County Clerk on August 27, 1990 at Deed 10086, page 764 and Support

Easement dated as of July 30, 1990, recorded in the Office of the Nassau County Clerk on August 27, 1990 at Deed 10087, page 109 (hereinafter collectively referred to as the “1990 Easements”), which are attached hereto, for the purpose of assisting in the construction of the Original CUP Facility by Nassau District Energy Corp, predecessor to Nassau Energy;

WHEREAS, in order to accommodate Nassau Energy’s construction, operation and maintenance of the Original CUP Facility, the CUP Facility Area, and the new CUP Facility, the County has requested that the College consent to its ratification of the 1990 Easements (hereinafter “1990 Easements Amendments”); which ratification shall ensure that the 1990 Easements continue in full effect to the benefit of the County and Nassau Energy, as successor in interest to Nassau District Energy Corp;

WHEREAS, the County has further requested that the College consent to the First Amendments to the 1990 Easements in the form attached hereto;

WHEREAS, County is the owner of a .518 acre parcel of real property designated as Section 44, Block F, Lot 317E on the Land and Tax Map of Nassau County, which parcel is held in trust for the uses and benefits of Nassau Community College pursuant to the provisions of Title 8, CRR-NY, Chapter 5, Subchapter D, Part 603.5 (the “College Parcel”);

WHEREAS, in order to accommodate Nassau Energy construction, operation and maintenance of the Original CUP Facility, the CUP Facility Area, and the New CUP Facility, Nassau Energy requested that the County grant it an easement over the College Parcel and enter into an Easement Agreement concerning the College Parcel (hereinafter the “Easement Agreement”); and the County in turn requested that the College consent to its granting of an easement over the College Parcel to Nassau Energy;

WHEREAS, the College currently utilizes a portion of the thermal energy supplied by Nassau Energy’s predecessor-in-interest under a current lease of the CUP Facility; and

WHEREAS, the County and the College are in the process of entering into an Energy Services Agreement (the “ESA”) in order to continue the delivery of thermal energy to NCC and to provide NCC with an opportunity to purchase electric energy under the New CUP Facility; and

WHEREAS, in consideration for the College’s consent and approval of the granting of an easement for the expansion of the CUP Facility, the College will receive \$200,000 annually for the term of the ESA (adjusted for inflation as per the terms and conditions of the ESA);

WHEREAS, the ESA references and incorporates certain provisions contained within the MEA and the Lease Agreement, which documents have not yet been finalized and executed by the County and Nassau Energy.

BE IT RESOLVED, the Board of Trustees hereby authorizes the President of the College to execute the ESA on behalf of the College, but only upon satisfactory resolution of the conditions listed below:

- 1) Receipt and review of the final pre-executed version of the MEA to be executed by the County and Nassau Energy by the College President, in order to ensure that the terms of the final MEA do not adversely affect the College;
- 2) Receipt and review of the final pre-executed version of the Lease Agreement to be executed by the County and Nassau Energy by the College President, in order to ensure that the terms of the final Lease Agreement do not adversely affect the College.

BE IT FURTHER RESOLVED, that the Board of Trustees hereby authorizes the President of the College to consent, on behalf of the College, to the 1990 Easement Amendments, and to the Easement Agreement with respect to the College Parcel, but only upon satisfactory resolution of the conditions listed below:

- 1) Review by the College of the above documents to ensure that the documents sufficiently protect the College's interest in subject real property, and that the approval of the documents is consistent with the College Board of Trustees' responsibilities concerning the custody, control and management over real property, in accordance with Education Law §6306.
- 2) Ensuring that all approvals of governing bodies, if such approvals are required by the New York State Education Law and Regulations governing the operations of Community Colleges (8 CRR-NY, Chapter 5, Subchapter D, Part 603.5), are duly obtained.

Chair Gardyn requested a motion to consider this item. Trustee Weiss moved the motion; seconded by Trustee Durso. Chair Gardyn explained that the College's external Counsel, IngermanSmith, who have been making a Herculean effort in negotiations regarding an easement of a piece of property from the College that will lead to some fiscal reimbursement and will put the College in the best standing for this contract that we ever had with the Central Utility Plant since the 1980's. Motion carried 9-0.

Dr. Williams reported on the following items.

- A listening session for students was held on November 7th, which provided a fantastic opportunity for them to directly share the opportunities and challenges they perceive as we endeavor to advance the College.
- NCC Athletics:
The Men's Soccer team is returning to the national tournament, in which they finished 2nd in the country last year, with their first match scheduled against Genesee Community College. The Women's Soccer team is also heading back to the national tournament, with their first game slated against Mohawk Valley Community College. Men's Football, ranked 19th in the country, finished the regular season with a win against Navy Prep. Last year NCC won the Red Grange Bowl game in IL. Men's and Women's Basketball have both started the season strong. They are ranked 6th and 4th in the country, respectively. NCC Men's Wrestling is pre-season ranked No.13 overall in the country, which is inclusive of Division I full scholarship programs.
- He shared with the Board a presentation on Guided Pathways highlighting the following:
 - NCC is currently in the second SUNY cohort.
 - Our students transfer to many wonderful schools.
 - We have higher Full-Time and Part-Time retention rates compared to the average of 19 other institutions.
 - Our graduation rate is slightly lower than our comparison group (24% v. 26%), and our transfer rate is slightly higher (20% v. 16%). Less than 50% of our students are completing or transferring out.
 - Early Momentum KPI (Key Performance Indicator) Metrics of 21,802 First-Time Ever in College (FTEIC) students are based on an aggregate of six Fall cohorts from 2013 – 2018.
 - ❖ Our persistence rate from the 1st to 2nd term is 82%.
 - ❖ The overall percentage of persistence is fairly consistent across race and ethnicity.
 - ❖ The percentage of successful completion in three years essentially rises with the number of credits earned in the first term, from 68% with 6+ earned credits to 92% with 30+ earned credits.

- ❖ Conversely, when considering how many credits students are carrying as they persist through six semesters, the percentage of students drops from 61% for those earning 6+ credits to 7% for those earning 30+ credits.
- ❖ Likewise, when considering how many credits students are carrying based on race and ethnicity as they persist through six semesters, the percentages are appreciably lower for minorities, reflecting opportunity gaps that need to be addressed if we are to truly meet our mission to serve a diverse population.
- What more can we do to ensure that every student succeeds?
- Equality v. equity:
Equality provides everyone with the exact same thing (one size fits all), whereas equity accommodates individual needs (customized service).
- Guided Pathways provides a framework of evidence-based programs to equitably focus on student achievement of their educational goals.
- What does it mean to be student ready to ensure that we are data informed?
A systemic and holistic paradigm shift for full institutional support throughout every facet of the College, from facilities to financial aid to advisement to the classroom, will be required for effective implementation.
- The Four Pillars of Guided Pathways:
1) Clarify a Path/Map Programs to Target Student Career and Transfer Outcomes; 2) Help students choose and enter a path; 3) Keep/Support students on their path; and 4) Ensure that students are learning.
- We are already pursuing some of these strategies:
1) Identifying disciplines in academic and career communities (meta-majors); 2) Clearly specifying timely information and offering career and transfer opportunities, requirements, and support for all programs not just from the start (orientation, NCC 101), but throughout key points in their educational journey through completion; 3) Contextualizing general education courses; and 4) Learning both inside and outside the classroom.
- Adaption v. adoption:
We will mold the Guided Pathways framework to align with NCC's resources and culture rather than force NCC to adhere wholesale to the model.
- Implementation is a multi-year process to assemble teams and to identify opportunities.
Continue dialogue: Three Q&A sessions will be scheduled in December.
- We must be open to change and transformative iterations, and embrace the evolution with vigor.
- We are one of 18 of the 30 SUNY community colleges that are pursuing this national initiative.
1) Several of the others have proven demonstrative improvement in student outcomes.
2) We are making a concerted effort to execute and to enhance multiple measures of
- The College is making a concerted institutional effort to execute and to enhance multiple measures of Guided Pathways to advance the aim to be student-centered and student-ready rather than to expect students to be college-ready.

He looks forward to sharing our progress.

Vice Chair Weiss expressed her appreciation for the distribution of the full Guided Pathways document for review. She shared that she and Trustee Siberón had attended the Colloquium on Dual Enrollment, which relates to high school students receiving NCC credit, a topic that has arisen at the three local Superintendent meetings she and Dr. Williams have joined so far, with the fourth scheduled for the next afternoon. She also conveyed

that the NYS Senate Higher Education Committee held a recent hearing on campus. In addition to remarks by President Williams, Patricia Noren, William Clyde, Jr., Frank Frisenda and Donna Hope, our Student Government Association (SGA) President Bryce Mack gave emotional testimony that she encourages all to watch at the link President Williams has provided in the posting of the 4-hour presentation. Bryce recounted his personal story of having been homeless for two months and spending all his earnings from two jobs to pay for a hotel room in which he and his mother were living. He stressed the importance of education with the powerful statement: "Education is a right, not a privilege, so please start treating it that way". She commended him as a very impressive young man and role model.

Speakers

Hamilton Lozada, President of NCCAA (Administrators Association), reminded the Board that this bargaining unit, formed four years ago, represents 23 administrators who manage day-to-day operations throughout the College. They have not had a wage increase for the past decade. Ten years ago, with a new President and a challenging budget, all ungraded administrators were asked, and agreed, to freeze their salaries for the benefit of NCC. The College subsequently experienced record enrollment, and, although enrollment has currently declined, all other employees have received raises while earnings for this group have remained stagnant. Through the following six years of excuses and broken promises, they were led to believe that equitable increases would be realized; after the next contract had been settled, and then the next one; after a permanent President had been appointed; after our Middle States (MS) accreditation had been reaffirmed. Four years ago, the Board refused to recognize them as a guild, compelling them to become a bargaining unit, the formation of which divided a once unified administration. Although the MS team had recommended that the salary freeze be resolved, the ensuing three years have been witness to frustrating, non-productive negotiations with little or no progress. They are asking for no more than what the Managerial Confidential (MC) administrators receive, but the current offer is for far less. They had been reassured that the current ordinance terms would not be at risk, and now have been asked to give back far more benefits than anyone else on campus. Most recently the Board unanimously rejected all proposals from an independent fact-finder. For the last ten years, these administrators have been asked to do more with less. With the exception of the MC group, which has received two salary increases since 2017, all other employees have benefited from some form of increase every year. The freeze has caused irreparable damage to retirement funds and to daily quality of life. Administrators who had previously worked together are now divided into two distinct groups, although titles and job responsibilities are comparable. All administrators work hard, always with concern for our students, College and community. On behalf of the NCCAA, Mr. Lozada respectfully requests that the Board "right the wrong" of regarding this group differently and to treat it fairly and with dignity.

Maureen Ramert, Assistant Director in Lifelong Learning and Workforce Development, NCCAA member, shared her personal narrative. She described how she manages what last year became the largest public testing center on LI, which includes programs for High School equivalency, entrance exams for nursing and healthcare, college-level exams, employment testing for select State and federal jobs, and courses to facilitate substance abuse education. In January 2015, after many years without a formal vehicle for representation, the President and the Cabinet decided to reestablish the Administrators Council so that the ungraded administrators will have a process by which their concerns and recommendations can be brought to the President and Board of Trustees. Ms. Ramert began employment at NCC in 2006 with a Part-Time position at \$40/hour. The following year she was asked to join Full-Time, and, even though the hourly wage was less, she had been told that salary increases are tied to NCCFT contracts, and there would be possibilities for advancement. In 2011, she was appointed Assistant Director at \$70,000/year, with no salary increase since. The official hours for administrators are 67.5 hours per Pay Period, but most work far more, coming into the office early, leaving late, and responding to after-hour phone calls and emails. Her annual salary works out to \$39.85/hour. In 2011, her healthcare contribution from each paycheck was \$69.87; by January 2019 it had become \$120.64.

While co-payments, prescription costs, deductibles, and the cost of living have all increased dramatically, her Social Security earnings have stagnated. Beyond enjoying her job, she stays because, in February 2015, her husband was diagnosed with Stage 4 lung cancer, and so she would not leave to risk losing her health coverage. She poignantly testified that he is her “miracle”, continuing to work Part-Time throughout treatment, because her salary alone cannot support their family. She hopes that the Board will recognize the dedication of these administrators and will help negotiations move forward towards some reconciliation.

Frank Frisenda, NCCFT President, supported the efforts of the NCCAA. Earlier, President Williams underscored how the College needs full participation – “all hands on deck” – from the administration to the Board to the faculty to ensure the success of Guided Pathways. Members of the NCCFT work with the dedicated professionals of the NCCAA every day. Their testimony has underscored how their dignity has been virtually stripped. If we want initiatives such as Guided Pathways to be effective, he implored that we then we must take into serious consideration the concerns of the NCCAA regarding respect, morale and fairness, because we need them to be successful for everybody to be successful.

Chair Gardyn announced the next Capital and Finance BOT Committee meeting is scheduled for Tuesday, December 10, 2019 at 5:00 p.m. followed by the Full Board meeting. The Board will open the public session between 6:15 and 6:30 p.m. and resume the public session approximately 7:30 p.m.

Chair Gardyn requested a motion to adjourn the meeting. Trustee Powers moved the motion; seconded by Trustee Durso. Motion carried 9-0.

Meeting adjourned at 8:17 p.m.

Respectfully submitted,



Edward W. Powers
Secretary

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement"), dated as of July 30, 1990, is made between the COUNTY OF NASSAU, in its capacity as Trustee for NASSAU COMMUNITY COLLEGE, having its principal office at the Nassau County Executive Building, 1 West Street, Mineola, New York 11501 ("Grantor"), and the COUNTY OF NASSAU, having its principal office at the Nassau County Executive Building, 1 West Street, Mineola, New York 11501, ("Grantee").

RECITALS:

A. The County of Nassau, as owner and lessor and Nassau District Energy Corp. ("NDEC"), as lessee, have entered into a lease agreement (as amended from time to time, the "Lease"), effective February 2, 1990, a counterpart of which was recorded at Liber _____, Page _____, 1990 in the Nassau County Clerk's Office pursuant to which NDEC has leased from Grantee certain property located at Charles A. Lindbergh Boulevard, Mitchell Field, Uniondale, New York (the "Benefitted Parcel"), more particularly described on the annexed Exhibit A, for the purposes of constructing and operating a thermal energy and cogeneration facility (the "Facility").

B. In order to operate the Facility and the Central Utilities Plant owned by the Grantee and to be leased to NDEC as provided in the Lease, NDEC has advised Grantee that it requires (i) an easement for the construction, use and maintenance of steam, hot and chilled water and gas pipelines and related facilities, as more particularly set forth in this instrument, and (ii) a consent to certain utility easements and rights of way for utility services to and from the Benefitted Parcel.

C. Grantor is willing to grant the requested easements and rights of way to Grantee.

AGREEMENT:

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee covenant and agree as follows:

1. Grant of Rights. Grantor hereby grants to Grantee, its successors and assigns, a perpetual non-exclusive easement for the benefit of the Benefitted Parcel under, upon and over the property owned by Grantor (i) within a fifteen (15) foot wide strip (the "Permanent Easement Area") to be more

* is intended to be recorded simultaneously herewith

DEED 10086 PAGE 764

July 30, 1990
MCA 211 AVE
MCA 211 AVE
MCA 211 AVE

407 TEASES PO 31767D
LOT CASE PO 10
44

Post
Section 45 Block C
44

AUG 24 1990
4 BLK >

FOR
161 CARMAN AVE ADJ
EASE PO 75 CARMAN AVE ADJ
N
45
Post
Section 45 Block K
45

According to the deed, the Grantor has the right to use the land for a period of fifty (50) years, and has the right to use the land for the purposes set forth in the annexed Exhibit B (the "Construction Easement Area") and (ii) within that certain area within which are currently located pipelines for the delivery and return of hot and chilled water to and from the Benefitted Parcel to Nassau Community College (the "Existing Pipeline Easement Area"):

1.1 To directly, or by grant of easement or lease to NDEC or another party, construct, inspect, operate, replace, relocate, repair, perpetually maintain and use for their intended purposes pipelines and other delivery systems for steam, gas, and chilled and hot water, and all repairs, renewals, replacements, additions and improvements thereof or thereto, including, without limitation, gathering or feeder piping or lines and all connections, apparatus or equipment connecting any of the foregoing (collectively, the "Pipelines");

1.2 To directly, or by grant of easement or lease to NDEC or another party, construct, inspect, operate, replace, relocate, repair, perpetually maintain and use for their intended purposes, supports, bracings, foundations, structural members and equipment supporting the Pipelines and all equipment, facilities, connections, conduits, lines, structures, markers, systems, apparatus, fixtures and services serving the Pipelines and all appurtenances of and to the Pipelines located on or under the real property of Grantor within the Permanent Easement Area and the Existing Pipeline Easement Area (collectively, the "Support Facilities");

1.3 To increase the use or capacity of the Pipelines and Support Facilities, as deemed necessary by Grantee;

1.4 To use connections to the Pipelines and Support Facilities for the purpose of delivering or permitting third parties to deliver steam, gas, chilled or hot water to or from the Benefitted Parcel and to connect or permit third parties to connect any gathering or feeder lines or piping to any addition to the Facility hereafter made by Grantee, NDEC and/or their respective successors and assigns;

1.5 To trim, cut or remove or permit third parties to trim, cut or remove trees, underbrush and other obstructions ("Trees") that are on or within ten (10) feet of the Permanent Easement Area (provided such Trees are located on property now owned or hereafter acquired by Grantor and not subject to lease, license or other occupancy agreement to any third party previously in effect) and the Existing Pipeline Easement Area and to make such excavations within the real property of Grantor as may be necessary within the easement area granted by this instrument;

1.6 Subject to prior consent by Grantor as to the times and areas of ingress and egress which shall minimize inconvenience and disturbance to Grantor and to third parties, which consent shall not be unreasonably withheld, to enter and cross and to permit third parties to enter and cross the real property of Grantor within the Construction Easement Area and the Existing Pipeline Easement Area and any other real property of Grantor contiguous to the Construction Easement Area and the Existing Pipeline Easement Area with equipment and machines for the aforesaid purposes;

2. Location of Permanent Easement. Upon completion of the Pipeline construction, Grantee's rights under this Easement with respect to the Construction Easement Area shall terminate, subject to temporary use of the Construction Easement Area from time to time by or for the benefit of Grantee for repairs, replacements or improvements of the Pipeline. Upon completion of the Pipeline construction, Grantee shall prepare or cause to be prepared for recording an amendment of this Easement for the purpose of setting forth a metes and bounds description of the Permanent Easement Area and reducing the area of land subject to this Easement (the "Easement Premises"). Grantor and Grantee agree to execute such amendment and, at Grantor's sole cost and expense, cause such amendment to be recorded promptly thereafter. Prior to execution of such amendment, the Permanent Easement Area shall be deemed to include the entire Construction Easement Area.

3. Utility Easements. Grantor hereby consents to the construction and use by Grantee, NDEC and/or their respective successors and assigns or by any utility company of any gas, electric, telecommunication or other utility lines (the "New Utilities") to or from the Benefitted Parcel, provided that the New Utilities are located within the right of way of Charles Lindbergh Boulevard ("Right of Way"), which Right of Way Grantor and Grantee agree is bounded as set forth on a map of the Nassau County Department of Public Works dated August 1979, approved by the Nassau County Board of Supervisors on October 29, 1979 (No. 1025) and filed with the Nassau County Clerk (No. H-1801). Grantor further consents to the location of any other utility lines previously constructed that currently serve the Benefitted Parcel, whether or not located within the Right of Way. By signing this Easement, Grantor hereby authorizes the Grantee, acting in its capacity as trustee for Nassau Community College, to perform all other acts, including, without limitation, executing, delivering and recording all documents or instruments necessary to substantiate any easements, rights of way or other rights granted or consented to hereby.

4. Miscellaneous.

4.1 Successors and Assigns; Covenants Run with the Land. This instrument is binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

4.2 Recording. This instrument may be recorded.

4.3 Governing Law. This instrument shall be construed and applied in accordance with the laws of the State of New York.

4.4 Further Assurances. To the extent permitted by applicable law, Grantor and Grantee shall each execute, acknowledge and deliver to the other such documents and other instruments and perform such acts as may be reasonably required by such other party to confirm the existence and continued effectiveness of this Easement or to facilitate the recording of this Easement.

5. Use of Easement Premises by Grantor. Grantor reserves the right to sell, lease, or otherwise transfer or dispose of the Easement Premises, subject, however, to this Easement. Grantee reserves the right to sell, lease, assign or otherwise transfer or dispose of this Easement and all rights and obligations of Grantee hereunder and to permit the use of the easements provided herein by third parties, subject to the terms hereof, without the consent of Grantor. Grantor may construct any structure, building, parking area, or other improvement or use any equipment or machinery on the Easement Premises, and may relocate any Pipeline and/or Support Facility, subject to receiving consent of Grantee and further subject to the supervision of the Grantee. Any such construction, use or relocation shall be conducted by Grantor in such manner as not to materially adversely affect the generation and distribution of thermal and electrical energy by or for the benefit of Grantee in accordance with the Lease and Master Energy Agreement, effective February 2, 1990, between NDEC and Grantee, and shall be at Grantor's sole cost and expense.

6. Notices to Parties. Except where otherwise provided, all notices, demands, requests, consents, plans, specifications and other instruments under this Easement shall be in writing to be effective and shall be considered properly given and received by the party to whom addressed if sent by United States registered or certified mail, return receipt requested, or by personal service, addressed or delivered,

(a) if to Grantee, at the address set forth on the first page hereof, or at such other address as Grantee shall hereafter have furnished to Grantor in writing, with a copy to:

County of Nassau
Bureau of Real Estate and Workers' Compensation
1550 Franklin Avenue
Mineola, New York 11501
Attention: Bureau Chief

Nassau District Energy Corp.
1 Water Street
White Plains, New York 10601
Attention: General Counsel

(b) if to Grantor, at the address set forth on the first page hereof and at the address, or at such other address as Grantor shall have furnished to Grantee in writing, with copies to:

Nassau Community College
Legal Affairs
Garden City, New York 11530
Attention: General Counsel; and

County of Nassau
Bureau of Real Estate and Workers' Compensation
1550 Franklin Avenue
Mineola, New York 11501

Notice shall be deemed given hereunder on the date of personal service or five (5) days after the date of its postmark.

7. Self Help. Grantor may perform any of Grantee's obligations under this Easement, at Grantee's sole cost and expense, upon Grantee's failure to perform such obligations after notice by Grantor to Grantee, provided, in Grantor's reasonable judgment, Grantee's failure to perform (i) endangers public safety, or (ii) interferes with Grantor's use and enjoyment of the property owned by Grantor over which the Easement is located.

8. Permits, Approvals and Survey. Grantee shall not interfere with and shall prevent others from interfering with routes of ingress and egress to Grantee's college facility in the construction of the pipelines and utilities within the easements granted hereunder. Grantee or its assigns shall notify Grantor of its intention to construct pipelines or utilities within the easements and shall make all necessary arrangements to allow for the continued and uninterrupted ingress and egress to Grantor's college facility.

9. Prevention of Use. If Grantee is prevented from using the Easement Premises for the purposes set forth herein, or if any law, rule or regulation prohibits the granting of the Easement provided for herein without legislative authorization or otherwise, Grantee shall be authorized to use the Easement Premises for such purposes as Grantor's agent or in any other

Grantor shall have no liability to Grantee for any additional costs or delays which Grantee may suffer or incur by reason of any such prohibition, stay or other limitation on Grantee's use of such easement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement as of the day and year first above set forth.

COUNTY OF NASSAU, as Trustee for
NASSAU COMMUNITY COLLEGE, Grantor

By: [Signature]

COUNTY OF NASSAU, Grantee

By: [Signature]
(Deputy) County Executive

APPROVED:

TRUSTEES OF NASSAU COMMUNITY
COLLEGE

By: [Signature]

By: [Signature]
(Deputy) County Attorney

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

~~On this _____ day of _____, 1990, before me personally came THOMAS S. GULLOTTA, County Executive of the County of Nassau, as Trustee of Nassau Community College described herein, and which executed the foregoing instrument as Trustee of Nassau Community College, to me known and known to me to be such County Executive and he being by me duly sworn did depose and say: that he is the County Executive of Nassau County, which is executing the foregoing document as Trustee of Nassau Community College; and that he executed the same as such County Executive of Nassau County, as Trustee of Nassau Community College for the purposes therein mentioned.~~

Notary Public

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

On this 21st day of August, 1990, before me personally came SANTA C. ROZZI, Deputy County Executive of the County of Nassau, as Trustee of Nassau Community College described herein, and which executed the foregoing instrument as Trustee of Nassau Community College, to me known and known to me to be such Deputy County Executive and he being by me duly sworn did depose and say: that he is the Deputy County Executive of Nassau County, which is executing the foregoing document as Trustee of Nassau Community College; and that he executed the same as such Deputy County Executive of Nassau County, as Trustee of Nassau Community College for the purposes therein mentioned.

DEWS J. O'CONNELL
NOTARY PUBLIC, State of New York
No. 423767
Qualified in Nassau County
Commission Expires March 31, 1991

Dew J. O'Connell
Notary Public

Sept 30, 1991

SUPPORT
EASEMENT AGREEMENT

July 30, 1990
Meadow Brook Pkwy
Middletown, N.Y.

THIS EASEMENT AGREEMENT ("Easement"), dated as of July 30, 1990, is made between the COUNTY OF NASSAU, in its capacity as Trustee for NASSAU COMMUNITY COLLEGE, having its principal office at the Nassau Executive Building, 1 West Street, Mineola, New York 11501 ("Grantor"), and the COUNTY OF NASSAU, New York, having its principal office at the Nassau Executive Building, 1 West Street, Mineola, New York 11501 ("Grantee").

RECITALS:

A. The County of Nassau, as owner and lessor, and Nassau District Energy Corp. ("NDEC"), as lessee, have entered into a lease agreement (as amended from time to time, the "Lease"), effective February 2, 1990, a counterpart of which was recorded in 1990 in the Nassau County Clerk's Office at Liber Page, pursuant to which NDEC has leased from Grantor certain property located at Charles A. Lindbergh Boulevard, Mitchell Field, Uniondale, New York (the "Benefitted Parcel"), more particularly described on the annexed Exhibit A, for the purposes of constructing and operating a thermal energy and cogeneration facility (the "Facility").

B. NDEC has advised Grantee that it requires an additional parcel from Grantor for construction of a portion of the underground foundation of the Facility adjacent to the Benefitted Parcel.

C. Grantor is willing to grant an easement to Grantee to facilitate the construction and operation by NDEC of the Facility.

AGREEMENT:

For and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee covenant and agree as follows:

1. Grant of Rights. Grantor hereby grants to Grantee, its successors and assigns, a perpetual exclusive easement for the benefit of the Benefitted Parcel under, upon and over the parcel of land described in the annexed Exhibit B (the "Easement Premises"):

1.1 To directly, or by grant of easement or by lease to NDEC or another party, construct, inspect, operate, replace, relocate, repair and perpetually maintain a portion of the underground concrete foundation for the Facility and/or its appurtenances and to permit a lane for fire access to the Parcel as required by applicable laws, rules and regulations.

* is intended to be recorded simultaneously herewith

Lottery for Post
Section 44 Block E
44
407 + EASES PO 317 C + D

Post
Lot
EASE PO 161 + CARMAN AVE ADJ
EASE PO 75 + CARMAN AVE ADJ
Section 45 Block K
45
N

46 LKS

2. Miscellaneous.

2.1 Successors and Assigns; Covenants Run with the Land. This instrument is binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

2.2 Recording. This instrument may be recorded.

2.3 Governing Law. This instrument shall be construed and applied in accordance with the laws of the State of New York.

2.4 Further Assurances. To the extent permitted by applicable law, Grantor and Grantee shall each execute, acknowledge and deliver to the other such documents and other instruments and perform such acts as may be reasonably required by such other party to confirm the existence and continued effectiveness of this Easement or to facilitate the recording of this Easement.

3. Use of Easement Premises by Grantor. Grantor reserves the right to sell, lease, or otherwise transfer or dispose of the Easement Premises, subject, however, to this Easement. Grantee reserves the right to sell, lease, assign or otherwise transfer or dispose of this Easement and all rights and obligations of Grantee hereunder and to permit the use of the easements granted herein by third parties, subject to the terms hereof, without the consent of Grantor.

4. Notices to Parties. Except where otherwise provided, all notices, demands, requests, consents, plans, specifications and other instruments under this Easement shall be in writing to be effective and shall be considered properly given and received by the party to whom addressed if sent by United States registered or certified mail, return receipt requested, or by personal service, addressed or delivered,

(a) if to Grantee, at the address set forth on the first page hereof, or at such other address as Grantee shall hereafter have furnished to Grantor in writing, with a copy to:

County of Nassau
Bureau of Real Estate and Workers' Compensation
1550 Franklin Avenue
Mineola, New York 11501

Nassau District Energy Corp.
1 Water Street
White Plains, New York 10601
Attention: General Counsel

(b) if to Grantor, at the address set forth on the first page hereof and at the address, or at such other address as

Nassau Community College
Legal Affairs
Garden City, New York 11530
Attention: General Counsel; and

County of Nassau
Bureau of Real Estate and Workers' Compensation
1550 Franklin Avenue
Mineola, New York 11501

Notice shall be deemed given hereunder on the date of personal service or five (5) days after the date of its postmark.

5. Prevention of Use. If Grantee is prevented from using the Easement Premises for the purposes set forth herein, or if any law, rule or regulation prohibits the granting of the Easement provided for herein without legislative authorization or otherwise, Grantee shall be authorized to use the Easement Premises for such purposes as Grantor's agent or in any other mutually satisfactory, reasonable and lawful manner or capacity that would effect the purposes of the parties under this Easement. Grantor shall have no liability to Grantee for any additional costs or delays which Grantee may suffer or incur by reason of any such prohibition, stay or other limitation on Grantee's use of such easement.

IN WITNESS WHEREOF, Grantee and Grantor have executed this Easement as of the day and year first above set forth.

COUNTY OF NASSAU, AS TRUSTEE FOR
NASSAU COMMUNITY COLLEGE, Grantor

By: J. de C. [Signature]

COUNTY OF NASSAU, Grantee

By: J. de C. [Signature]

APPROVED:

TRUSTEES OF NASSAU COMMUNITY
COLLEGE

By: [Signature]

By: [Signature]

(Deputy) County Attorney

3 DEED 10087 PAGE 111

COUNTY OF NASSAU)

On this _____ day of _____, 1990, before me personally came THOMAS S. GULLOTTA, County Executive of the County of Nassau, as Trustee of Nassau Community College described herein, and which executed the foregoing instrument as Trustee of Nassau Community College, to me known and known to me to be such County Executive and he being by me duly sworn did depose and say: that he is the County Executive of Nassau County, which is executing the foregoing document as Trustee of Nassau Community College; and that he executed the same as such County Executive of Nassau County, as Trustee of Nassau Community College for the purposes therein mentioned.

Notary Public

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

On this 21st day of August, 1990, before me personally came SANTA C. ROZZI, Deputy County Executive of the County of Nassau, as Trustee of Nassau Community College described herein, and which executed the foregoing instrument as Trustee of Nassau Community College, to me known and known to me to be such Deputy County Executive and he being by me duly sworn did depose and say: that he is the Deputy County Executive of Nassau County, which is executing the foregoing document as Trustee of Nassau Community College; and that he executed the same as such Deputy County Executive of Nassau County, as Trustee of Nassau Community College for the purposes therein mentioned.

Don. J. Conell
Notary Public

FRANK J. O'CONNELL
NOTARY PUBLIC, State of New York
No. 4837787
Qualified in Nassau County
Commission Expires March 22, 1991

5th 30, 1990

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this _____ day of _____, 1990 before me personally appeared THOMAS S. GULLOTTA, County Executive of the County of Nassau, the municipal corporation described herein, and who executed the foregoing instrument, to me known and known to me to be such County Executive and he being by me duly sworn, did depose and say: that he is the County Executive of Nassau County; and that he executed the same as such County Executive ~~for the purposes therein mentioned.~~

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this 21st day of August, 1990, before me personally appeared SANTA C. ROZZI, Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and she by me being duly sworn, did depose and say: that she is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned.

James J. O'Connell

Notary Public

DENNIS J. O'CONNELL
NOTARY PUBLIC, State of New York
No. 4537787
Qualified in Nassau County
Commission Expires March 14, 1992

Sept 30, 1990

DEED 10087 PAGE 113

NASSAU COMMUNITY COLLEGE
Garden City, New York

BOARD OF TRUSTEES' MINUTES

Meeting of December 10, 2019

The six hundred thirty-second meeting of the Board of Trustees was held on Tuesday, December 10, 2019 on the eleventh floor of the Administrative Tower. The meeting was called to order by Chair Gardyn at 5:35 p.m. followed by a salute to the flag.

Present: Jorge L. Gardyn, Chair
Kathy Weiss, Vice Chair
Edward Powers, Secretary;
John A. DeGrace, John R. Durso, George Siberón

Absent: Linda H. Green, Wanda H. Jackson, Donna M. Tuman, Bridget Russell, Student Trustee

Also in attendance: President Williams

Chair Gardyn requested a motion that, pursuant to Section 105 of the Open Meetings Law of the State of New York, the Board of Trustees shall enter Executive Session for the following purposes: 1) to discuss matters relating to negotiations involving AFA; and 2) of reviewing the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. Trustee Durso moved the motion; seconded by Trustee DeGrace. Motion carried 6-0.

Chair Gardyn resumed the open meeting at 7:07 p.m.

Present: Jorge L. Gardyn, Chair
Kathy Weiss, Vice Chair
Edward Powers, Secretary;
John A. DeGrace, John R. Durso, George Siberón

Absent: Linda H. Green, Wanda H. Jackson, Donna M. Tuman, Bridget Russell, Student Trustee

Also in attendance: President Williams

1. Approval of Minutes
 - a. Chair Gardyn requested a motion to approve the minutes of October 15, 2019. Trustee Siberón moved the motion; seconded by Trustee DeGrace. Motion carried 6-0.
 - b. Chair Gardyn requested a motion to approve the minutes of November 12, 2019. Trustee Durso moved the motion; seconded by Trustee Weiss. Motion carried 6-0.
2. Trustee Weiss introduced the following resolution:

RESOLVED, upon the recommendation of the Nassau Community College Board of Trustees Finance and Capital Committee, the Nassau Community College Board of Trustees hereby approves the

pending college procurement agreement with Best Climate Control Corporation in the annual amount of \$550,000.00, as requested by VP Facilities Management Muscarella. (Funding Source: Operating & Capital).

Chair Gardyn requested a motion to consider this item. Trustee Weiss moved the motion; seconded by Trustee Siberón. Motion carried 6-0.

3. Chair Gardyn introduced the following resolution:

RESOLVED, upon the recommendation of the Nassau Community College Board of Trustees Academic, Student Affairs & Enrollment Management Committee the Nassau Community College Board of Trustees hereby approves the proposal by the department of Administration Business Technology/ Health Information Technology for an *AAS Medical Assistant* degree and recommends the approval of this program by the State University of New York.

Chair Gardyn requested a motion to consider this item. Trustee Weiss moved the motion; seconded by Trustee Durso. Dr. Gardyn commented that the expansion of our programs in the Health Sciences field is a pathway for our students to be able to get good jobs at the completion of a two-year degree. The education that we provide at the cost savings compared to other institutions on the Island is a tremendous bargaining tool that needs to be advertised to high schools and to the public for them to realize the opportunities NCC has to offer. Motion carried 6-0.

4. First Read of Policy 2200: Sexual Harassment and Sexual Violence

Trustee Weiss gave a brief summary of Policy 2200, which covers all forms of Sexual Harassment, whether it involves students or employees. Behavior should be addressed early and firmly in the interest of maintaining a barrier-free working and learning environment. The amendments are a result of a change in both New York State law and SUNY policy. The unlawful dissemination of a publication of an intimate image has been added, and a section on consensual relationships was expanded to prohibit such involvement where there is a supervisory, evaluative or other institutional interaction establishing an imbalance in authority. Drs. Williams and Wright have held two informational/feedback sessions on campus. Dr. Williams added that General Counsel was involved in the conversations and the Policy was taken to the Academic Senate Diversity, Equity, and Inclusion Committee, therefore certifying that Policy 2200 has been submitted for consultation to the appropriate constituencies within the College prior to submission to the Board.

President's Report

Dr. Williams reported on the following items:

Student Highlights:

- The NCC Speech, Debate & Theatre Team in conjunction with Hofstra University recently held a two-day Off-Broadway Swing event, the largest debate event on the East Coast. Professor Trent Webb has led the team to excellence, last year having been crowned both national and international champions.
- On the prior weekend the NCC Cheerleading team coordinated a multi-state competition with more than 100 High School cheer squads, providing immense exposure to our facilities.
- SGA President Bryce Mack was a panelist in the previous week for a conversation at the Chancellor's convening of 64 Presidents of the SUNY System campus. Bryce was one of only a few students who provided the student voice on the important topic of campus climate, giving the College representation of which we should be proud.

He congratulated all the students who will graduate after successful completion of the Fall 2019 semester, and thanked all the faculty and staff who have helped them meet and achieve their educational goals.

Winterim Enrollment

- A little less than 1% behind compared to last year. He thanked those individuals in Admissions, Advisement, and Registrar who monitored the data reports, and who coordinated with the Deans and Chairs for piloting the integration of online courses for the first time during Winterim session.
- Spring enrollment is underway.

Future Conversations

- Campus Climate, Activism, and Accountability were major items discussed at the SUNY Chancellor's December meeting.
- Representatives from all 64 SUNY campuses subsequently met over several days at the SUNY Diversity, Equity, & Inclusion Conference for conversations on issues and incidents that have arisen at other SUNY schools, and notably at Syracuse. As a consequence, we will revisit policies in order for us to be more productively civilly engaged and to foster intellectual curiosity respectfully.

Guided Pathways Update

- He has shared with members of the Board and eventually will share with Cabinet the research resource *Redesigning America's Community College: A Clearer Path to Student Success* by Thomas Bailey, Shanna Smith Jaggars & Davis Jenkins.
- In regards to the first two pillars of Guided Pathways – 1) clarifying a path / mapping pathways to student end goals and 2) helping students choose and enter a pathway – he shared the following data from Fall 2019:
 - 1,492 new degree and non-degree students were accepted to NCC, but never registered;
 - 497 registered at another institution of higher education, with Farmingdale State College, Suffolk County Community College, and Queens Community College as our top 3 competitors;
 - The challenge and opportunity for us is to identify how we can better serve the 995 students who were accepted to NCC and did not attend any institute of higher education;
 - 80% of students we serve are from Nassau County.

Dr. Williams expressed his gratitude and humble appreciation on how wonderful his first semester at the College has been by reading the following statement:

“I remain truly humbled and grateful to serve as President of NCC. Thank you to everybody who spent time communicating and sharing how we can advance the College and for being supportive of my learning journey. While I will continue to learn each day, as someone dedicated to life-long learning, I will spend the end of this semester and beginning portion of next semester continuing to meet with people and groups, as well as poring over the months of interactions so I may reflect my experiences back to the College community, subsequently, communicating a vision and path for the future that is influenced by those experiences, the unique factors that we need to embrace, as well as successful strategies and promising practices. I am hopeful that everybody will be able to see themselves in the vision as a positively contributing member to the future of NCC, ensuring enhanced access, completion, and post-completion success.”

President Williams wished all Season's Greetings – a Merry Christmas, Happy Chanukah, Happy Kwanzaa, Happy All Holidays, and a Happy and Healthy New Year. He looks forward to being here with us for a long time.

Speakers

Joylette Samuels, Professor of English, shared statistical and anecdotal success of the Mentoring Program. Per the year-end report for 2018-2019, the program saw 1,067 students, with 2,043 kept appointments. As an outgrowth of success, the department will be hosting an event on Tuesday, February 4, 2020, 11:30 a.m. – 1:00 p.m. in the CCB Glass Atrium. She conveyed three individual student examples of the program's effectiveness. In one, a colleague was the first and only College employee that a student taking online courses had met in person. In another, she related how students with young children who receive daycare services at the Greenhouse are able to find encouragement to continue their studies. In the last, one of three stories on a printout submitted to the Board, an artistically unconventional 101 student with ADD who was finding it difficult to focus and who had earned only C pluses on initial papers, received guidance that structure would aid her creativity, provided the structure was flexible. She is now playing in school concerts and recently earned an A minus. In all three cases the program has helped these students demonstrate progress with social, emotional, psychological, and intellectual concerns. The newly recruited students in particular are advancing within their lives at the College not only academically but holistically.

Stefan Kromprier, AFA President, thanked the Board for all they do throughout the year and invited them to the AFA Holiday party. A former public speaking trainer who has followed through email updates the continued success of Professor Trent Webb and the NCC Speech, Debate & Theatre Team, he attended a presentation and witnessed firsthand the superior quality. He subsequently volunteered this Fall to be a tournament judge and was again impressed how our students performed extremely well against competitors from many four-year schools. Last Spring the Business Department conducted an interactive class presentation, Business Day in America, for which he and Frank Frisenda were invited to speak about unions. Afterwards, a then-high school student, Joshua, taking courses for college credit, approached him to express how much he enjoyed their presentation and that he was interested in learning more about unions. Pres. Kromprier encouraged Joshua to contact him, and was so impressed by him in their follow-up meetings that he recommended Joshua to join the NCC Speech, Debate & Theatre Team. Joshua became a member of the team and placed 5th and 7th in his first two competitions, another testament to the great work being done by Professor Webb and his assistant Justin Dougherty.

Frank Frisenda, NCCFT President, commented that in his 35 years with the College he has been a faculty advisor for many different clubs, including as a Board member of the FSA (Faculty Student Association) for 17 years, which has allowed him to engage many faculty leaders of various student clubs. We all should be so proud of the student success facilitated by our efforts not just in the classroom but in extracurricular activities that often have a more lasting memorable impact. Citing the example of English Department seminars, he advocated for mentoring new faculty to help them understand what is expected of them in order to ensure sustained success. He has promised Anissa Moore that he is committed to achieving these goals with the NCCFT and the Academic Senate. He wished all a Healthy Holiday Season.

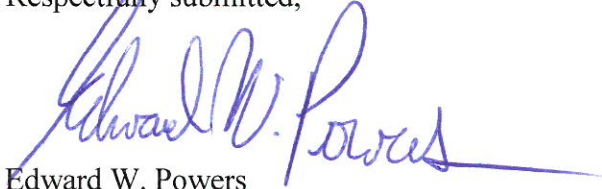
Chair Gardyn thanked Stefan Kromprier and Frank Frisenda for their many years of service. He observes the sense of community at NCC and a resurgence of the collective promise of our institution in the faculty, administration, and Board joining together in a unified vision for the success of our students. In this spirit, he wished all a Merry Christmas, Happy Chanukah, Kwanzaa and any other holiday for celebration.

Chair Gardyn announced the next Capital and Finance BOT Committee meeting is scheduled for Tuesday, January 14, 2020 at 5:00 p.m. followed by the Full Board meeting. The Board will open the public session between 6:15 and 6:30 p.m. and resume the public session approximately 7:30 p.m.

Chair Gardyn requested a motion to adjourn the meeting. Trustee Durso moved the motion; seconded by Trustee Siberón. Motion carried 6-0.

Meeting adjourned at 7:35p.m.

Respectfully submitted,

A handwritten signature in blue ink that reads "Edward W. Powers". The signature is written in a cursive style with a long horizontal line extending to the right.

Edward W. Powers
Secretary