



**Ratified at January 19, 2022 meeting**

**Board of Trustees Meeting  
December 15, 2021**

Minutes of the meeting of the Board of Trustees of Westchester Community College held on Wednesday, December 15, 2021, at 3 PM via zoom video conference.

**Trustees Present:**

Dr. LeRoy Mitchell, Chairperson, Dr. Norman Jacknis, Vice-Chairperson, Deborah Raizes Vice Chairperson, Robin Bikkal Esq., Susan Gerry, Sebastian Loreti, Hon. John Nonna, Dr. Gregory Robeson Smith, Hon. Lyndon Williams and Yolanda Howell, Secretary to the Board of Trustees.

**Trustees Excused:**

None.

**Cabinet Members Present:**

Dr. Belinda S. Miles, President, Dr. Vanessa Morest, Provost and Vice President, Academic Affairs, Dr. Shawn Brown, Chief of Staff and Vice President of Strategic Operations, Brian Murphy, Vice President and Dean of Administrative Services, Dolores Swirin Yao, Vice President and Dean, External Affairs, Executive Director, WCC Foundation, Anthony Scordino, Vice President, Information Technology, Tere Wisell, Vice President and Dean, Continuing Education and Workforce Development.

**Call to Order**

Chairperson LeRoy Mitchell called the meeting to order.

**Ratification of Minutes**

Trustee Nonna made a motion seconded by Trustee Robeson Smith to ratify the minutes of the November 17, 2021, Board meeting. The motion passed.

## INFORMATION AND DECISION

### A. President's Report

Dr. Belinda S. Miles reported:

President Miles gave updates on the following:

- WCC Honors College student-scholar Rayna Goddard has been accepted into the **Brookhaven National Laboratory (BNL) mini semester** program for Underrepresented Minorities in Science that directly supports the goal of increasing the digital workforce in the US. We look forward to hearing more about her participation in this innovative program once she completes the program early next year.
- Phi Theta Kappa Honor Society Induction Ceremony (11/18) - to date:
  - 83 students were identified as eligible to accept membership this semester - each earning a cumulative grade point average of 3.5 or higher.
  - 45 attended last month's Induction Ceremony.
  - WCC has 252 PTK members registered for classes during fall 2021.
- Virtual Accepted Students Day will be on December 19, 2021
- Our Completion Ceremony will be on Thursday, December 16 at 4:00 PM. Celebrating achievements of our August and December graduates – livestream – event link will be shared.
- The Nursing Pinning Ceremony will take place on Wednesday, December 22 at 10 AM – Academic Arts Theatre.
- American Women of African Heritage donation – President Gloria Welcome and members presented \$45,000 donation – WCCF Endowed Scholarship Fund.
- We had a meeting with the Bee-Line to discuss increasing and enhancing bus transportation to main Valhalla campus and extension locations – as we prepare to welcome more students and community members to WCC during the spring semester.
- 31 faculty members reappointed for the 2022-2023 Academic year – including 4 who received reappointment with tenure - Professors Franklin Asante

(Accounting), Diana Berman (Childhood Education), Gifford Blagrove (Pre-Hospital EMS), and Maria Vittoria (Business).

## **B. Board Chair's Report**

Trustee Mitchell reported:

- I participated in the SUNY ASPEN meeting on Guided Pathways with Trustee Jackins and Dr. Miles. We have another workshop on, January 20, 2022.
- The virtual Town Hall meeting with students last week was very informative. The students were very articulate and concise. Among the topics that were discussed were housing, health care, and food insecurity.

## **C. Committees**

### Student Trustee Report

Trustee Loreti reported:

- Multiple Student Government Association (SGA) members will be graduating in December
- The SGA will be entering a rebuilding phase

### Finance/Facilities

Trustee Robeson Smith reported:

The Finance committee had discussion on the following topics.

- Capital Projects

Trustee Robeson Smith asked Vice President Brian Murphy to go over the forecast for the month ending November 30, 2021 and the contracts.

Motion to go into Executive Session to discuss real estate issues.

**\*\*Motion: Robeson Smith/Nonna – all in favor**

Motion out of Executive Session

**Motion: Robeson Smith/Nonna – all in favor**

Vice President Murphy presented the contracts to the Board.

Resolution: Contract Ratification

**WHEREAS**, Westchester Community College is required to enter into agreements for the continued operation of the College; and

**WHEREAS**, the attached schedule represents those agreements approved by the College since the last meeting of the Board of Trustees; therefore

**BE IT RESOLVED**, that the Board of Trustees of Westchester Community College hereby ratifies the aforementioned agreements.

<u>CONTRACT #</u>	<u>CONTRACTOR NAME</u>	<u>CONTRACT DESCRIPTION</u>	<u>TERM</u>	<u>AMOUNT</u>
22-8216-227	New York State Industries for the Disabled	Janitorial services at Yonkers and approve subcontractor Jawanio, Inc.	8/16/21 to 9/7/21	\$4,238.94
22-8216-226	New York State Industries for the Disabled	Janitorial services at Mt. Vernon and approve subcontractor Jawanio, Inc.	8/16/21 to 9/7/21	\$ 4,403.20
22-0240-510	Environmental Compliance Management Concepts, LLC	Compliance program for under and above ground tanks and fuel island to meet NYDEC and WCDH requirements and preventive maintenance on fuel pumps.	2/1/22 – 1/31/24	\$25,140

**\*\*Motion: Robeson Smith/Nonna – all in favor**

**WHEREAS**, Westchester Community College is required to enter into agreements for the continued operation of the College; and

**WHEREAS**, the attached schedule represents those agreements approved by the College since the last meeting of the Board of Trustees; therefore

**BE IT RESOLVED**, that the Board of Trustees of Westchester Community College hereby ratifies the aforementioned agreement.

<u>CONTRACT #</u>	<u>CONTRACTOR NAME</u>	<u>CONTRACT DESCRIPTION</u>	<u>TERM</u>	<u>AMOUNT</u>
	Ecogy Energy	Letter of intent for Ecogy to build, maintain and manage solar canopies in WCC parking lot 11.	25 year lease with three 5 year Options	Maximum Annual Revenue of \$96,621. \$5K signing bonus

This letter of intent ("**Letter of Intent**") is intended to set forth certain preliminary, indicative and non-binding terms under which Westchester Community College ("WCC") ("**Lessor**") and Ecogy New York XV, LLC a Delaware limited liability company, or a designated affiliate ("**Lessee**") will negotiate an Option and Lease Agreement, under which the Lessee will install, own, operate and insure a parking canopy solar photovoltaic system (the "**PV System**") on the Lessor's property and sell electricity to the local utility. The term sheet attached hereto as Exhibit A (the "**Term Sheet**") outlines the indicative terms and conditions proposed by Lessee. Lessor and Lessee are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**". Unless otherwise defined herein, capitalized terms shall have the meanings given to them in the Term Sheet.

1. Proposed Transaction. Lessee intends to develop, install, own and operate a PV System on the portion of the property further described in Exhibit B (the "**Premises**"). Lessee and Lessor intend to enter into an Option and Lease Agreement entitling the Lessee to install the PV System on the Premises, free and clear of any liens. The execution and delivery of the Option and Lease Agreement shall be subject to, among other things, the approval by each Party's appropriate management body. Upon execution of this Letter of Intent, Parties agree to complete all forms required to receive interconnection approval from the local electric utility ("**Utility Forms**") attached hereto as Exhibit C.

2. Costs and Expenses. Each Party shall bear its own costs and expenses related to the preparation, negotiation and execution of this Letter of Intent and Term Sheet, and the Option and Lease Agreement, including attorneys' fees, financial advisor fees, accounting fees, broker or finder's fees and other professional fees and expenses.
3. Termination. This Letter of Intent will automatically terminate on the earliest to occur of the (i) date of execution of the Option and Lease Agreement; or (ii) notice in writing by either Party to the other Party, that such Party has decided to discontinue negotiations (such earliest date being, the "**Termination Date**"). Notwithstanding any termination of this Letter of Intent, the provisions of Sections 2, 4, 5, 6, 7, 8, and 9 shall survive termination of this Letter of Intent indefinitely. Termination of this Letter of Intent shall not relieve either Party from any liability for breach of the binding terms of this Letter of Intent occurring prior to such termination.
4. Due Diligence. Lessor agrees to cooperate with Lessee as Lessee conducts a due diligence review with respect to the PV Systems which may include, without limitation: (i) an assessment of the Project's solar resource; (ii) a review of existing and proposed site control; (iii) a review of permits necessary to construct the Project; (iv) an assessment of development, construction, and operating costs as well as project risks; and (v) any other documents or information reasonably necessary for evaluation of the Project.
5. Confidentiality. All information and data furnished or obtained hereunder by either Party respecting the operations or property of the other (including the terms and conditions of this Letter of Intent, the Term Sheet, and the Option and Lease Agreement (and any negotiations thereof) shall be held strictly confidential subject to NYS Freedom of Information Law and shall not be disclosed to third parties without written authorization of the Party providing such information or data except as required by law.
6. Entire Agreement. This Letter of Intent sets out the Parties' entire understanding as of this date with respect to the subject matter hereof, and there are no other written or oral agreements or understandings among the Parties with respect to the subject matter hereof.
7. Governing Law. This Letter of Intent shall be governed by and construed in accordance with the laws of the State of New York, without regard to the choice of law rules thereof that would result in the application of the laws of any other jurisdiction. Each Party consents to the non-exclusive jurisdiction of the state and federal courts within the State of New York with respect to any dispute arising under this Letter of Intent and to the service of process in any manner provided by law.
8. Counterparts. This Letter of Intent may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Facsimile or PDF transmission of any signed original document, and retransmission of any facsimile or PDF transmission, will be the same as delivery of any original document.
9. Legal Effect of Letter of Intent. This Letter of Intent is not an offer, agreement or a commitment on the part of Lessee or Lessor to enter into an Option and Lease Agreement. The Parties understand that except as expressly set forth in this Section 9, this Letter of Intent (including the attached Term Sheet) constitutes a non-binding statement of Lessee's preliminary proposal with respect to the Option and Lease Agreement and does not contain all matters upon which agreement would need to be reached in order for the Option and Lease Agreement to be consummated, and therefore does not constitute a binding commitment or agreement with respect to the Option and Lease Agreement itself. Any representation to the contrary is void. Any actions taken by a Party in reliance on the non-binding terms expressed herein (including in the Term Sheet) or on statements made during negotiations pursuant to this Letter of Intent shall be at that Party's own risk, and this Letter of Intent shall not be the basis for a contract by estoppel, implied contract or any other legal theory. If the Parties execute this Letter of Intent, the Parties agree to negotiate the terms of the Option and Lease Agreement in good faith; provided, however, that nothing in the Letter of Intent shall prohibit or restrict the ability of either Lessee or Lessor to exercise its sole discretion in such negotiations, and nothing shall require either Party to enter into the Option and Lease Agreement except on mutually agreeable terms. Nothing in this Letter of Intent or proposed Option and Lease Agreement shall create a joint venture, partnership or establish a relationship of principal and agent or any other fiduciary relationship between or among any of the Parties. Notwithstanding the foregoing, the Parties acknowledge and agree that Sections 2, 4, 5, 6, 7, 8, and this Section 9 create, and are intended to create, binding legal and contractual obligations of the Parties.

If the foregoing terms and conditions are satisfactory to you and reflect your understanding with respect to the matters referred to in this Letter of Intent, please sign and date the enclosed copy of this Letter of Intent where indicated below and return such copy, as so signed and dated, to the undersigned on or before December 30<sup>th</sup>, 2021.

**\*\*Motion: Robeson Smith/Nonna – all in favor**

### Public Comment

Trustee Mitchell invited members of the community for public comment

**No public comment**

**The Chairperson convened an Executive Session under provisions of Section 105 of Article 7 of the Public Officers Law to discuss personnel matters.**

Motion to go into Executive Session to discuss personnel issues.

**\*\*Motion: Mitchell/Nonna – all in favor**

Motion out of Executive Session

**\*\*Motion: Mitchell/Nonna – all in favor**

Adjournment

**\*\*Motion: Jacknis/Nonna – all in favor**

The next meeting of the Board of Trustees is scheduled for January 19, 2022.

Respectfully submitted,

*Yolanda Howell*

Yolanda Howell  
Secretary, Board of Trustees