

MEETING HELD OCTOBER 2, 2013

A special meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Wednesday, October 2, 2013, in the Village Hall Conference room, 222 Grace Church Street, Port Chester, New York, with Mayor Neil Pagano presiding.

Present in addition to Mayor Pagano, were Trustees Gregory Adams, Daniel Brakewood, Saverio Terenzi, Luis Marino, and Gene Ceccarelli.

It should be noted that Trustee Kenner was absent.

It should be noted that Trustee Brakewood arrived at 06:10 p.m.

Also present were Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto, Village Treasure Leonie Douglas, Acting Police Chief John R. Telesca, Labor Councils Mr. Terry O'Neil and Ms. Emily E. Harper.

On motion of Trustee Adams, seconded by Trustee Marino the meeting was declared opened at 06:09 p.m.

ROLL CALL

AYES: Trustees Adams, Terenzi, Marino, Ceccarelli and Mayor Pagano

NOES: None

ABSENT: Trustees Brakewood and Trustee Kenner.

DATE: October 2, 2013

MOTION FOR EXECUTIVE SESSION

On motion of Trustee Ceccarelli, seconded by Trustee Adams the Board adjourned into an executive session for the purpose of consultation with the Village Attorney and Labor Counsel regarding particular personnel matters in the Police & Fire departments.

ROLL CALL

AYES: Trustees Adams, Terenzi, Marino, Ceccarelli and Mayor Pagano

NOES: None

ABSENT: Trustees Brakewood and Trustee Kenner.

DATE: October 2, 2013

Present in addition to the Board of Trustees, were Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto, Village Treasure Leonie Douglas, Acting Police Chief John R. Telesca, Labor Councils Mr. Terry O'Neil and Ms. Emily E. Harper.

No action was taken in executive session.

At 07:53 p.m., a motion to come out of executive session was made by Trustee Brakewood, seconded by Trustee Marino, the Board of Trustees closed the executive session.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano

NOES: None

ABSENT: Trustee Kenner.

DATE: October 2, 2013

Motion to Add-on a Resolution

Mayor Pagano asked for a motion to consider an add-on a resolution to accept the Stipulation of Agreement with Royal Monroe (“Lt. Monroe”).

On motion of Trustee Brakewood, seconded by Trustee Marino, the motion received a unanimous vote of those present.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano

NOES: None

ABSENT: Trustee Kenner.

DATE: October 2, 2013

**ADD-ON RESOLUTION #1
STIPULATION OF AGREEMENT WITH THE ROYAL MONROE**

On motion of TRUSTEE CECCARELLI, seconded by TRUSTEE MARINO, the following resolution was adopted by the Board of Trustees of the Village of Port Chester, New York:

WHEREAS, Royal Monroe (“Lt Monroe”) is employed by the Village of Port Chester (“Village”) as a Lieutenant In the Port Chester Police Department (“PCPD”); and

WHEREAS, the Village and the Port Chester Police Association, Inc. (“Union”) are parties to a collective bargaining agreement covering the period of June 1, 2009 through May 31, 2013, which has been extended through May 31, 2014 by a stipulation of agreement dated July 23, 2013 (collectively referred to as the “Contract”); and

WHEREAS, Lt. Monroe was transferred out of the Detective Bureau into the Patrol Division on or about September 18, 2013; and

WHEREAS, Lt. Monroe submitted a letter to the Village Manager on or about September 23, 2013 advising the Village of Lt. Monroe's Intention to retire from service from the PCPD, effective October 5, 2013; and

WHEREAS, the parties are desirous of resolving their issues regarding Lt. Monroe without the time, expense and uncertainties of litigation. Now, therefore, be it

RESOLVED, that the Stipulation of Agreement (“the Stipulation”) between the Village of Port Chester (“the Village”) and Royal Monroe, dated October 2, 2013, is hereby ratified and approved; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the Stipulation on behalf of the Village Board of Trustees.

APPROVED AS TO FORM:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano

NOES: NONE.

ABSENT: Trustee Kenner.

DATE: October 2, 2013

Stipulation of Agreement

WHEREAS, Royal Monroe (“Lt. Monroe”) is employed by the Village of Port Chester (“Village”) as a Lieutenant in the Port Chester Police Department (“PCPD”); and

WHEREAS, the Village and the Port Chester Police Association, Inc. (“Union”) are parties to a collective bargaining agreement covering the period of June 1, 2009 through May 31, 2013, which has been extended through May 31, 2014 by a stipulation of agreement dated July 23, 2013 (collectively referred to as the “Contract”); and

WHEREAS, Lt. Monroe was transferred out of the Detective Bureau into the Patrol Division on or about September 18, 2013; and

WHEREAS, Lt. Monroe submitted a letter to the Village Manager on or about September 23, 2013 advising the Village of Lt. Monroe’s intention to retire from service from the PCPD, effective October 5, 2013; and

WHEREAS, the parties are desirous of resolving their issues regarding Lt. Monroe without the time, expense and uncertainties of litigation.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED as follows:

1. In exchange for the consideration and promises in Paragraph 2 of this Agreement, Lt. Monroe hereby agrees:

- a. that his letter of intention to retire from service from the Port Chester Police Department effective October 5, 2013 shall be deemed irrevocable; and
 - b. to remain on administrative leave through October 4, 2013; and
 - c. notwithstanding 1(b) above, to make himself available through October 4, 2013 in person when required by the Chief of Police for the purposes of training and transitioning his Detective duties to Acting Detective Lieutenant Charles Vaccaro; and
 - d. to make himself available through October 4, 2013 in person when required by the Chief of Police to be interviewed by the Village's labor counsel and/or for other reasons deemed necessary by the Chief of Police; and
 - e. to make himself available post-retirement at the direction of the Chief of Police on a reasonable basis in the event that the Chief of Police needs information necessary for the PCPD.
2. The Village, in exchange for Lt. Monroe's irrevocable resignation, agrees:
- a. to accept Lt. Monroe's irrevocable resignation, effective October 5, 2013; and
 - b. to allow Lt. Monroe to remain on administrative leave as described in 1(b)-(d) above through October 4, 2013 without deducting any time from his accrued time balances; and
 - c. to allow Lt. Monroe to transfer his PCPD-issued telephone; and

d. to continue to pay Lt. Monroe the seven percent (7%) detective differential provided by Article II(c) of the Contract; and

e. upon resignation, Lt. Monroe shall be provided with all retirement benefits that he is eligible for under the Contract. As of October 5, 2013, Lt. Monroe will have accrued approximately 231 vacation, personal, and “days off due.” This number is subject to verification at or about the time of Lt. Monroe’s resignation. If there is a disagreement with regard to this figure, notwithstanding Paragraph 3 below, Lt. Monroe does not waive any claim to arbitrate such dispute pursuant to the grievance procedure contained in the Contract; and

f. upon Lt. Monroe’s resignation, the PCPD will truthfully complete the forms necessary for Lt. Monroe to obtain a pistol permit and private investigator license.

3. In exchange for the agreements and other promises made by the Village in Paragraph 2 of this Agreement, and in full and complete settlement of all claims that Lt. Monroe has or may have had whatsoever, asserted or unasserted, suspected or unsuspected with respect to his employment with the Village or any other interactions of any kind with the Village, Lt. Monroe hereby freely relinquishes, releases, and waives all possible claims and causes of action against the Village, its successors, assigns, agents, employees, board members, and attorneys that may have arisen from the time of his first contacts with the Village to the date of his signature on this Agreement. This includes, but is not limited to, any claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and Older Workers Benefit Protection Act, the Civil Rights Acts of 1866, 1871, and/or 1991, the Rehabilitation Act of 1973, the New York Human Rights Law, and all other federal, state, county and local laws, ordinances, regulations or orders. Among other things, these laws prohibit discrimination in employment on the basis of sex, race, color, religion, creed, age,

national origin, marital status, and disability. This release and waiver of claims shall also include any claims for constitutional violations, wrongful or abusive discharge, breach of contract, infliction of emotional distress, libel, slander, or any other tort, common law or contract claim. This waiver and release includes all claims now known to Lt. Monroe as well as all possible claims that are not now known to him. The only exception to this waiver is that Lt. Monroe may seek to enforce the specific terms of this Agreement.

4. Lt. Monroe acknowledges and agrees that the Village's promises set forth in Paragraph 2 above are sufficient and valuable consideration for his waiver of claims in Paragraphs 3 of this Agreement.

5. Lt. Monroe affirms and represents that no charge of discrimination has been filed by Lt. Monroe or any representative of Lt. Monroe on his behalf against the Village or is currently pending with the United States Equal Employment Opportunity Commission ("EEOC"), the New York State Division of Human Rights, or the Westchester County Human Rights Commission, relating to Lt. Monroe's employment with the Village.

6. Except as otherwise permitted by law, Lt. Monroe acknowledges and agrees that no claim, action, lawsuit, charge or proceeding with any federal, state or local court or agency will be brought or filed by Lt. Monroe, or any representative of t. Monroe on his behalf, against the Village arising from Lt. Monroe's employment with the Village or any other act or omission of the Village that has occurred at any time up to and through the date of his execution of this Agreement.

7. In the event Lt. Monroe or a representative on his behalf files a charge permissible by law, or in the event of any enforcement or investigatory action undertaken by any administrative agencies, Lt. Monroe is not prevented or precluded by this Agreement from fully cooperating with the administrative agency or participating fully in the administrative agency's process. Lt. Monroe expressly agrees, however, that by signing this Agreement, he is

irrevocably waiving and forfeiting any right to recover any monetary or other individual (i.e., equitable) relief as the result of any such proceeding, or any subsequent legal action brought by any administrative agencies.

8. This Agreement is entered into in the State of New York and shall be construed and interpreted in accordance with the laws of the State of New York, without regard to any state's choice of law or conflicts of law provisions.

9. Any dispute over an alleged breach of this Agreement shall be resolved by an action for breach of this Agreement. The Parties agree to the jurisdiction of the Courts of the State of New York to decide such an action and venue shall be in the Supreme Court of the State of New York, Westchester County. Each of the parties waives any right to a jury trial in such action and agrees that an action for breach of this Agreement will be decided by the court.

10. Lt. Monroe agrees that by executing this Agreement, the Agreement and all of its parts are binding upon him subject only to execution of the Agreement by the Village.

11. Lt. Monroe acknowledges that he has had a full opportunity to discuss this Agreement in detail with his attorney and that he is entering into this Agreement of his own free will.

12. This Agreement represents the entire Agreement between the parties and supersedes any prior written or oral statements, agreements, memoranda, correspondence, conversations, discussions and/or negotiations held or which have taken place between the parties and/or their agents or representatives with respect to matters covered by this Agreement.

13. This Agreement, including this paragraph, may not be altered, amended or modified in any way except by a writing executed by the parties to be bound by such alteration, amendment or modification, which writing shall expressly reference the fact that the writing is intended to alter, amend or modify this Agreement.

14. The language of all parts of this Agreement must be construed as a whole,

according to its fair meaning, and not strictly for or against any party, regardless of who drafted the language. The terms and language of this Agreement are the result of negotiations between the parties to it and there shall be no presumption that any ambiguities in this Agreement should be resolved against any of the parties. Any controversy concerning the construction of this Agreement shall be decided neutrally, in light of conciliatory purposes and without regard to authorship.

15. This Agreement shall not establish a precedent with regard to how similar situations involving Lt. Monroe or anyone else may be handled in the future.

16. This Agreement shall not be binding or effective on the Village until ratified by the Board by duly enacted resolution.

17. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which shall constitute the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed the foregoing Agreement.

LIEUTENANT ROYAL MONROE

By: _____
Lieutenant Royal Monroe

Date: _____

VILLAGE OF PORT CHESTER

By: _____
Neil Pagano
Mayor, on behalf of the Board of Trustees

Date: _____

PORT CHESTER POLICE ASSOCIATION, INC.

By: _____ Date: _____
Richard Grall
President

Motion to Add-on a Resolution

Mayor Pagano asked for a motion to consider a second add-on a resolution to accept the Stipulation of Agreement with Richard Savage ("P.O. Savage").

On motion of Trustee Brakewood, seconded by Trustee Marino, the motion received a unanimous vote of those present.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano

NOES: None

ABSENT: Trustee Kenner.

DATE: October 2, 2013

**ADD-ON RESOLUTION #2
STIPULATION OF AGREEMENT WITH RICHARD SAVAGE**

On motion of TRUSTEE MARINO, seconded by TRUSTEE BRAKEWOOD, the following resolution was adopted by the Board of Trustees of the Village of Port Chester, New York:

WHEREAS, Richard Savage ("P.O. Savage") is employed by the Village of Port Chester ("Village") in the civil service title of Police Officer; and

WHEREAS, the Village and the Port Chester Police Association, Inc. ("Union") are parties to a collective bargaining agreement covering the period of June 1, 2009 through May 31, 2013, which has been extended through May 31, 2014 by a stipulation of agreement dated July 23, 2013 (collectively referred to as the "Contract");

WHEREAS, Chief Joseph Krzeminski, Chief of Police of the Port Chester Police Department, pursuant to Section 5711-q(21) of New York's Unconsolidated Laws and the Rules and Regulations of the Village of Port Chester Police Department, suspended P.O. Savage without pay effective July 30, 2013 pending the investigation of possible disciplinary charges against him; and

WHEREAS, the Village and P.O. Savage's counsel engaged in discussions to reach a settlement acceptable to all parties; and

WHEREAS, P.O. Savage has agreed that he shall resign from the Port Chester Police Department and apply to the New York State Police and Fire Retirement System (the "Retirement System") for a service retirement to be effective November 30, 2013; and

WHEREAS, the parties are desirous of resolving the issues regarding P.O. Savage's potential discipline without the time, expense and uncertainties of litigation. Now, therefore, be it

RESOLVED, that the Stipulation of Agreement (“the Stipulation”) between the Village of Port Chester (“the Village”) and Richard Savage, dated September 19, 2013, is hereby ratified and approved; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the Stipulation on behalf of the Village Board of Trustees.

APPROVED AS TO FORM:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano

NOES: None

ABSENT: Trustee Kenner.

DATE: October 2, 2013

9/19/13

Stipulation of Agreement

WHEREAS, Richard Savage (“P.O. Savage”) is employed by the Village of Port Chester (“Village”) in the civil service title of Police Officer; and

WHEREAS, the Village and the Port Chester Police Association, Inc. (“Union”) are parties to a collective bargaining agreement covering the period of June 1, 2009 through May 31, 2013, which has been extended through May 31, 2014 by a stipulation of agreement dated July 23, 2013 (collectively referred to as the “Contract”);

WHEREAS, Chief Joseph Krzeminski, Chief of Police of the Port Chester Police Department, pursuant to Section 5711-q(21) of New York’s Unconsolidated Laws and the Rules and Regulations of the Village of Port Chester Police Department, suspended P.O. Savage without pay effective July 30, 2013 pending the investigation of possible disciplinary charges against him; and

WHEREAS, the Village and P.O. Savage’s counsel engaged in discussions to reach a settlement acceptable to all parties; and

WHEREAS, P.O. Savage has agreed that he shall resign from the Port Chester Police Department and apply to the New York State Police and Fire Retirement System (the “Retirement System”) for a service retirement to be effective November 30, 2013; and

WHEREAS, the parties are desirous of resolving the issues regarding P.O. Savage’s potential discipline without the time, expense and uncertainties of litigation.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED as follows:

18. In exchange for the consideration and promises in Paragraph 2 of this Agreement, P.O. Savage hereby irrevocably resigns from the Port Chester Police Department effective November 30, 2013. He also agrees to file a timely letter of resignation with the Village.

19. The Village, in exchange for P.O. Savage’s irrevocable resignation, agrees:

- a. to accept P.O. Savage’s irrevocable resignation, effective November 30, 2013; and
- b. to return P.O. Savage to the payroll from September 30 through November 30, 2013. P.O. Savage shall not appear for duty at any time following his execution of this Agreement; and
- c. upon resignation, P.O. Savage shall be provided with all retirement benefits that he is eligible for under the Contract. As of November 30, 2013, P.O. Savage will have accrued approximately 43.5 vacation, personal, and “days off due.” This number is subject to Village verification at or about the time of P.O. Savage’s resignation.

20. In exchange for the agreements and other promises made by the Village in Paragraph 2 of this Agreement, and in full and complete settlement of all claims that P.O. Savage has or may have had whatsoever, asserted or unasserted, suspected or unsuspected with respect to his employment with the Village or any other interactions of any kind with the Village, P.O. Savage hereby freely relinquishes, releases, and waives all possible claims and causes of action

against the Village, its successors, assigns, agents, employees, board members, and attorneys that may have arisen from the time of his first contacts with the Village to the date of his signature on this Agreement. This includes, but is not limited to, any claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and Older Workers Benefit Protection Act, the Civil Rights Acts of 1866, 1871, and/or 1991, the Rehabilitation Act of 1973, the New York Human Rights Law, and all other federal, state, county and local laws, ordinances, regulations or orders. Among other things, these laws prohibit discrimination in employment on the basis of sex, race, color, religion, creed, age, national origin, marital status, and disability. This release and waiver of claims shall also include any claims for constitutional violations, wrongful or abusive discharge, breach of contract, infliction of emotional distress, libel, slander, or any other tort, common law or contract claim. This waiver and release includes all claims now known to P.O. Savage as well as all possible claims that are not now known to him. The only exception to this waiver is that P.O. Savage may seek to enforce the specific terms of this Agreement.

21. P.O. Savage acknowledges and agrees that the Village's promises set forth in Paragraph 2 above are sufficient and valuable consideration for his waiver of claims in Paragraphs 3 of this Agreement.

22. P.O. Savage affirms and represents that no charge of discrimination has been filed by P.O. Savage or any representative of P.O. Savage on his behalf against the Village or is currently pending with the United States Equal Employment Opportunity Commission ("EEOC"), the New York State Division of Human Rights, or the Westchester County Human Rights Commission, relating to P.O. Savage's employment with the Village.

23. Except as otherwise permitted by law, P.O. Savage acknowledges and agrees that no claim, action, lawsuit, charge or proceeding with any federal, state or local court or agency will be brought or filed by P.O. Savage, or any representative of P.O. Savage on his behalf,

against the Village arising from P.O. Savage's employment with the Village or any other act or omission of the Village that has occurred at any time up to and through the date of his execution of this Agreement.

24. In the event P.O. Savage or a representative on his behalf files a charge permissible by law, or in the event of any enforcement or investigatory action undertaken by any administrative agencies, P.O. Savage is not prevented or precluded by this Agreement from fully cooperating with the administrative agency or participating fully in the administrative agency's process. P.O. Savage expressly agrees, however, that by signing this Agreement, he is irrevocably waiving and forfeiting any right to recover any monetary or other individual (i.e., equitable) relief as the result of any such proceeding, or any subsequent legal action brought by any administrative agencies.

25. This Agreement is entered into in the State of New York and shall be construed and interpreted in accordance with the laws of the State of New York, without regard to any state's choice of law or conflicts of law provisions.

26. Any dispute over an alleged breach of this Agreement shall be resolved by an action for breach of this Agreement. The Parties agree to the jurisdiction of the Courts of the State of New York to decide such an action and venue shall be in the Supreme Court of the State of New York, Westchester County. Each of the parties waives any right to a jury trial in such action and agrees that an action for breach of this Agreement will be decided by the court.

27. P.O. Savage acknowledges that he has been offered up to twenty-one (21) days to read and consider this Agreement carefully, and that he fully understands and agrees to all of its terms. P.O. Savage acknowledges that after consultation with his chosen attorney, he has decided to execute this Agreement without utilizing all of the twenty-one (21) days mentioned herein.

P.O. Savage may revoke this Agreement within seven (7) calendar days after he signs it.

Revocation can be made by delivering written notice of revocation to: Anthony Cerreto, Esq., Village Attorney, Village of Port Chester, 222 Grace Church Street, Port Chester, New York 10573. For this revocation to be effective, the written notice must be received by Mr. Cerreto's office no later than the close of business on the seventh day after P.O. Savage signs this Agreement, or else Mr. Cerreto's office must be notified by telephone by that day that the written notice has been mailed. Although not required, it is recommended that such notice be sent by certified mail, return receipt requested. If P.O. Savage revokes this Agreement, the Agreement shall be rescinded in its entirety.

28. P.O. Savage agrees that by executing this Agreement and not revoking it within seven (7) days of his signing the Agreement, the Agreement and all of its parts are binding upon him subject only to execution of the Agreement by the Village.

29. P.O. Savage acknowledges that he has had a full opportunity to discuss this Agreement in detail with his attorney and that he is entering into this Agreement of his own free will.

30. This Agreement represents the entire Agreement between the parties and supersedes any prior written or oral statements, agreements, memoranda, correspondence, conversations, discussions and/or negotiations held or which have taken place between the parties and/or their agents or representatives with respect to matters covered by this Agreement.

31. This Agreement, including this paragraph, may not be altered, amended or modified in any way except by a writing executed by the parties to be bound by such alteration, amendment or modification, which writing shall expressly reference the fact that the writing is intended to alter, amend or modify this Agreement.

32. The language of all parts of this Agreement must be construed as a whole, according to its fair meaning, and not strictly for or against any party, regardless of who drafted the language. The terms and language of this Agreement are the result of negotiations between

the parties to it and there shall be no presumption that any ambiguities in this Agreement should be resolved against any of the parties. Any controversy concerning the construction of this Agreement shall be decided neutrally, in light of conciliatory purposes and without regard to authorship.

33. This Agreement shall not establish a precedent with regard to how similar situations involving P.O. Savage or anyone else may be handled in the future.

34. This Agreement shall not be binding or effective on the Village until ratified by the Board by duly enacted resolution.

35. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which shall constitute the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed the foregoing Agreement.

POLICE OFFICER RICHARD SAVAGE

By: _____ Date: _____
Police Officer Richard Savage

VILLAGE OF PORT CHESTER

By: _____ Date: _____
Neil Pagano
Mayor, on behalf of the Board of Trustees

PORT CHESTER POLICE ASSOCIATION, INC.

By: _____ Date: _____
Richard Grall
President

Motion to Add-on a Resolution

Mayor Pagano asked for a motion to consider a third add-on a resolution to appoint Trustee Terenzi and Trustee Marino along with the Mayor to a subcommittee to negotiate with the Port Chester Fire Department.

On motion of Trustee Brakewood, seconded by Trustee Adams, the motion received a unanimous vote of those present.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano

NOES: None

ABSENT: Trustee Kenner.

DATE: October 2, 2013

On motion of Trustee Brakewood, seconded by Trustee Terenzi, the Board approved the appointment of Trustee Terenzi and Trustee Marino along with the Mayor to a subcommittee to negotiate with the Port Chester Fire Department.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano

NOES: None

ABSENT: Trustee Kenner.

DATE: October 2, 2013

At 7:57 p.m., on motion of Trustee Terenzi, seconded by Trustee Marino, the meeting was closed.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano

NOES: None.

ABSENT: Trustee Kenner.

DATE: October 2, 2013

Respectfully submitted,

Janusz R. Richards
Village Clerk