

VILLAGE OF PORT CHESTER
BOARD OF TRUSTEES
Meeting, Thursday, January 22, 2015
Regular Meeting: 6:30 P.M.
PROPOSED EXECUTIVE/CLOSED SESSION 6:40 P.M.
VILLAGE JUSTICE COURTROOM
 350 North Main Street
 Port Chester, New York
AGENDA - REVISED

TIME: 6:30 P.M.

I	RESOLUTIONS	ACTION
1	Retainer and compensation of hearing officer for Section 75 Civil Service Law Disciplinary Proceedings.	

TIME: 6:40 P.M.

	PROPOSED MOTION FOR EXECUTIVE SESSION	
II	MEETING OF THE BOARD OF TRUSTEES IN THEIR CAPACITY AS A BOARD OF POLICE COMMISSIONERS	
1	Consultation with Village Attorney.	
2	Board of Police Commissioners to continue conducting the trial with regard to disciplinary charges brought against a member of the Port Chester Police Department pursuant to the provisions of Section 5711-q of the Unconsolidated Laws of the State of New York.	

TIME: _____

RESOLUTIONS



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Office of the Village Attorney

BOT Meeting Date: 1/22/2015

Item Type: Resolution

Sponsor's Name: Anthony (Tony) Cerreto, Village Attorney

Description	Yes	No	Description	Yes	No
Fiscal Impact	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public Hearing Required	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Funding Source:			BID #		
Account #:			Strategic Plan Priority Area		
	Yes	No	N/A		
Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Manager Priorities		
Strategic Plan Related	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A		

Agenda Heading Title
(Will appear on the Agenda as indicated below)

RETAINER AND COMPENSATION OF HEARING OFFICER FOR SECTION 75
CIVIL SERVICE LAW DISCIPLINARY PROCEEDINGS

Summary

Background:

See attached memo.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

Memo

RETAINER AND COMPENSATION OF HEARING OFFICER FOR SECTION 75 CIVIL
SERVICE LAW DISCIPLINARY PROCEEDINGS

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

WHEREAS, employees holding certain positions are entitled to the protections of Section 75 of the Civil Service Law, either by law or by virtue of their applicable collective bargaining agreement, including written charges and a hearing, prior to removal or otherwise subjected to disciplinary penalty for incompetency or misconduct; and

WHEREAS, the hearing upon such charges shall be held by the officer or body having the power to remove the person or by a deputy or other such person designated by such officer or body who would then make a recommendation to the removal authority on such charges; and

WHEREAS, although other written proposals were received and reviewed, the Village Attorney recommends the retention of Attorney Robert Ponzini based upon his extensive background and experience acting as an independent hearing officer. NOW, therefore, be it

RESOLVED, that the Village Manager be and hereby is authorized to retain Robert Ponzini, Esq., Gaines, Novick, Ponzini, Cossu & Venditti, LLP, 11 Martine Avenue, 8th Floor, White Plains, New York 10606, to act as Hearing Officer when so designated by the Manager involving disciplinary proceedings brought under Section 75 of the Civil Service Law, compensation to be: \$250/hour for attorneys and \$125/hour for paralegals and \$950 per diem for a full hearing between the hours of 10:00 a.m. through 4:00 p.m.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

GAINES, NOVICK, PONZINI, COSSU & VENDITTI, LLP
ATTORNEYS AT LAW
11 MARTINE AVENUE, 8TH FLOOR
WHITE PLAINS, NEW YORK 10606
(914) 288-9595
Fax (914) 288-0850

VILLAGE OF PORT CHESTER

NOV 06 2014

RECEIVED

VA

Manhattan Office

295 Madison Avenue, PH
New York, New York 10017

Robert J. Ponzini
E-mail: rponzini@gainessllp.com
Direct Dial: (914) 831-6247

Orange County Office

210 Main Street
Goshen, New York 10924

Please send all correspondence to White Plains Office

Service Not Accepted By Fax

November 5, 2014

Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573
Attn: Anthony M. Cerreto, Village Attorney

Re: In the Matter of Hearing Officer Services

Dear Anthony,

It was a pleasure talking with you. In order to formalize our fee agreement in connection with our representation for you as a hearing officer for disciplinary charges, what follows is our standard retainer letter, including the terms and conditions of our understanding with you.

1. With respect to this matter, you will be billed on an hourly basis for attorney's and paralegal's time. The hourly billing rates shall be \$250.00 for attorneys and \$125.00 for paralegals. These hourly rates are subject to potential increase over time. You further understand that the hourly rates apply to all time expended relative to your matter, including but not limited to, hearing dates; telephone calls and conferences, either placed by or placed to your attorneys or opposing counsel; legal research, preparation of reports and recommendations; file review; preparation time, and travel time. Hourly billing shall be in minimum increments of 0.1 hours. If a hearing is canceled on less than forty eight (48) hours notice, there will be a break-up fee of \$500. For a full hearing date scheduled between the hours of 10:00 a.m. until 4:00 p.m., the rate will be billed as a per diem of \$950.00.

2. In addition to the above legal fees, you will also be responsible for reimbursing us for our out-of-pocket expenses and disbursements including, but not limited to, court filing fees, travel expenses, process servers, expert's fees, transcript fees, attorney's court service fees, messenger service, postage, long distance telephone, overnight deliveries, and secretarial overtime where required, as well as all other expenses incurred in connection with your matter.
3. Bills for services and disbursements will be rendered monthly and prompt payment is expected. If the invoices for our services and/or disbursements are not paid within twenty (20) days, we reserve the right to decline to perform further services until paid in full and/or to terminate the retainer and withdraw completely from representing you.
4. In the event that a dispute or disagreement arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of Chief Administrator of the Courts, a copy of which will be provided to you upon request.
5. This retainer agreement shall be governed by the laws of the State of New York and you hereby consent and acknowledge that you will be subject to the jurisdiction of the Courts of New York and shall and hereby do waive any objection in connection therewith.

Once our engagement in this matter ends, we will send you a written notice advising you that this engagement has concluded. You may thereafter direct us to return, retain or discard some or all of the documents pertaining to the engagements, except for those that we are mandated to maintain for a prescribed period of time. If you do not respond to the notice within sixty (60) days, you agree and understand that any materials left with us after the engagement ends may be retained or destroyed at our discretion, except as otherwise prohibited by law or rule. Notwithstanding the foregoing, and unless you instruct us otherwise, we will return and/or preserve any original wills, deeds, contracts, promissory notes or other similar documents, and any documents we know or believe that you will need to retain to enforce your rights or to bring or defend claims. You should understand that "materials" include paper files as well as information in other mediums of storage including voicemail, email (subject to the Firm's email retention policies from time to time), printer files, copier files, facsimiles, dictation recordings, video files, and other formats. We reserve the right to make, at our expense, certain copies of all documents generated or received by us in the course of our representation. When you request copies of documents from us, copies that we generate will be made at your expense. We will maintain the confidentiality of all documents throughout the process.

Anthony M. Cerreto
November 5, 2014
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Our own files pertaining to the matter will be retained by the firm (as opposed to being sent to you) or destroyed. These firm files include, for example, but not limited to, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and account records. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us within a reasonable time after the termination of the engagement, as well as the right to reduce non-essential document copies to image electronic format.

If this is acceptable to you, please sign this letter and return it to me in the envelope provided. A copy of this letter is enclosed for your records.

We look forward to a mutually satisfactory and successful relationship.

Sincerely,

Robert J. Ponzini

Robert J. Ponzini

THE ABOVE IS AGREED AND CONSENTED TO:

Anthony M. Cerreto
Village Attorney

Date

**PROPOSED MOTION
FOR
EXECUTIVE SESSION**