

**VILLAGE OF HIGHLAND FALLS  
RESOLUTION ACCEPTING SETTLEMENT AGREEMENT BETWEEN THE  
VILLAGE OF HIGHLAND FALLS AND POLICE CHIEF KENNETH SCOTT  
SETTLING DISCIPLINARY PROCEEDINGS AGAINST CHIEF KENNETH SCOTT  
AND ACCEPTING CHIEF KENNETH SCOTT'S LETTER OF RETIREMENT  
EFFECTIVE AUGUST 30, 2017**

**WHEREAS**, Police Chief Kenneth Scott was served with a Notice of Discipline on January 3, 2017, pursuant to Section 75 of the NYS Civil Service Law and Section 8-804 of the Village Law; and

**WHEREAS**, on January 3, 2017, the Board of Trustees by affirmative vote of its members, absent the Mayor, appointed John Trela as Hearing Officer to hear the disciplinary charges preferred against Police Chief Kenneth Scott; and

**WHEREAS**, the disciplinary hearing was convened before Hearing Officer Trela on February 10, 2017, with each party thereto being represented by counsel; and

**WHEREAS**, the parties requested and were granted an adjournment for the purpose of settlement discussions; and

**WHEREAS**, a settlement was reached between Chief Kenneth Scott and the Village of Highland Falls; and

**WHEREAS**, the disciplinary hearing was reconvened on February 10, 2017, and the settlement was read into the public record; and

**WHEREAS**, Chief Kenneth Scott had seven (7) days from the date of the settlement, February 10, 2017, to revoke the Agreement and General Release; and

**WHEREAS**, Chief Kenneth Scott did not revoke the Agreement and General Release within seven (7) days from the date of the settlement, February 10, 2017.

**NOW, THEREFORE**, be it hereby

**RESOLVED**, that the Village of Highland Falls hereby accepts the settlement agreement between the Village of Highland Falls and Chief Kenneth Scott dated February 10, 2017 and attached hereto, including Chief Kenneth Scott's voluntary and irrevocable letter of retirement to be effective August 30, 2017.

On a motion by Trustee Aylward \_\_\_\_\_, seconded by Trustee Mellon \_\_\_\_\_, the Resolution was declared as adopted on a roll call vote of 3 ayes, 0 nays, with 1 abstention(s) and 1 absent(s).

Mayor Flynn	<u>    </u> Aye	<u>    </u> Nay	<u>  x  </u> Abstain	<u>    </u> Absent
Trustee Aylward	<u>  x  </u> Aye	<u>    </u> Nay	<u>    </u> Abstain	<u>    </u> Absent
Trustee Mellon	<u>  x  </u> Aye	<u>    </u> Nay	<u>    </u> Abstain	<u>    </u> Absent
Trustee Murphy	<u>  x  </u> Aye	<u>    </u> Nay	<u>    </u> Abstain	<u>    </u> Absent
Trustee Farina	<u>    </u> Aye	<u>    </u> Nay	<u>    </u> Abstain	<u>  x  </u> Absent

Dated: February 21, 2017

Regina M. Taylor, Village Clerk of the Village of Highland Falls, does hereby certify that the foregoing Resolution of the Board of Trustees was filed in my office on the following date:

Regina M Taylor 2/21/17  
Signature and Date



Disciplinary Settlement Agreement

This agreement made this 10<sup>th</sup> day of February, 2017

WHEREAS Police Chief Kenneth Scott was served with a Notice of Discipline on January 3, 2017 setting forth eleven (11) charges of misconduct, pursuant to Section 75 of the Civil Service Law and Village Law Section 8-804; and

WHEREAS, Chief Kenneth Scott was suspended without pay for thirty (30) days upon service of the Notice of Discipline; and

WHEREAS Chief Kenneth Scott interposed an Answer to said Charges, denying the allegations and raising certain Affirmative Defenses; and

WHEREAS Chief Kenneth Scott was subsequently served with an Amended Notice of Discipline on January 26, 2017 setting forth ten (10) charges of misconduct under Section 75 of the Civil Service Law and Village Law Section 8-804, superseding the Notice of Discipline served on January 3, 2017; and

WHEREAS Chief Kenneth Scott interposed an Answer to said Charges, denying the allegations and raising certain Affirmative Defenses; and

WHEREAS Chief Kenneth Scott subsequently served discovery demands upon the Village of Highland Falls and was provided with particularization of each charge in the amended Notice of Discipline in accordance with applicable case law; and

WHEREAS the matter is scheduled for hearing on February 10, 2017 before Hearing Officer John Trela; and

WHEREAS representatives of Chief Kenneth Scott and the Village of Highland Falls have discussed the pending disciplinary matter and other matters regarding Chief Scott's employment with the Village of Highland Falls, reached a resolution of those issues and wish to commit the parties' Agreement to writing;

NOW THEREFORE in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Contemporaneous with his execution of this Agreement, Chief Kenneth Scott has submitted his voluntary and irrevocable Letter of Retirement to be effective August 30, 2017. As of that date, if Chief Kenneth Scott has not retired, he shall be separated from Village payroll for all pay and benefit purposes and shall be deemed to have resigned his position effective August 30, 2017.

Until August 30, 2017, Chief Kenneth Scott shall be available to the Village of Highland Falls for consultation on police matters. From the date of his Execution of this Agreement until August 30, 2017, Chief Kenneth Scott may not engage in outside employment. Should Chief Kenneth Scott engage in outside employment from the date of the Execution of this Agreement to August 30, 2017, Chief

Kenneth Scott shall be separated from the Village of Highland Falls payroll for all pay and benefit purposes and deemed to have resigned.

2. By entering into the Agreement, Chief Kenneth Scott voluntarily and irrevocably waives his right to a Hearing on the Charges contained in the Notice of Discipline dated January 3, 2017 and the Amended Notice of Discipline dated January 26, 2017. In addition, Chief Kenneth Scott will not be challenging the Village's decision to suspend him for thirty (30) days without pay or the validity of the disciplinary charges which have been served upon him pursuant to Section 75 of the Civil Service Law and Village Law Section 8-804.

3. Chief Kenneth Scott has been represented in negotiation of this Agreement by Rory K. Brady, Esq. of Gurda, Brady & Associates, 41 Dolson Avenue, Middletown, New York 10940. The Village of Highland Falls has been represented in the negotiation of this Agreement by Bryan J. Goldberger, Esq. of Goldberger & Kremer, 39 North Pearl Street, Suite 201, Albany, New York 12207. Chief Kenneth Scott acknowledges and agrees that he is entering into this Agreement knowingly and voluntarily and has had all his questions answered regarding this Agreement by his counsel. The parties agree that upon the date of execution of this Agreement they will refrain from disparaging each other or induce others to do the same in any forum or medium, it being the intention of the parties to resolve all matters regarding the employment relationship between Chief Kenneth Scott and the Village of Highland Falls. The parties will act in good faith and refrain from discussing the particulars or details of the allegations previously preferred, except as expressly required by law.

4. Employee releases and discharges Employer and any and all of its affiliates, subsidiaries, employees, officers, agents, successors, and assigns, in both individual and official capacities ("the Releasees"), from any and all claims, demands, causes of action, fees, and liabilities of any kind whatsoever, whether known or unknown, which the Employee ever had, now has, or may hereafter have against the Releasees by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter up to and including the date of this Release. Employee does not release and discharge any rights or claims under the Age Discrimination in Employment Act which may arise after he signs this Agreement and General Release.

Without limiting the foregoing, the Employee forever releases and discharges the Releasees from any and all claims, demands, causes of action and liabilities of any kind whatsoever, whether known or unknown, which the Employee now has, ever had, or hereafter may have, arising out of Employee's employment with Employer or the termination thereof, including, but not limited to (i) any claim under the Fair Labor Standards Act, (ii) any claims arising under the Age Discrimination and Employment Act and the Older Workers' Benefit Protection Act; (iii) any claim arising under the Employee Retirement Income Security Act; (iv) any claim arising under the New York Human Rights Law; (v) any claim arising under the New York Labor Law; (vi) any claim arising under the Civil Rights Act and any claim of discrimination in employment arising under any other Federal, State, or local law, regulation, or ordinance; and (vii) any claim for attorney's fees, costs, and disbursements.

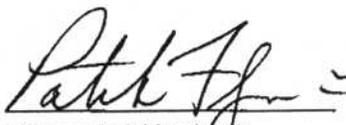
In accordance with the Older Workers' Benefit Protection Act, Employee represents and warrants that he has carefully read this Agreement and General Release in its entirety; that he fully understands the terms and significance of this Agreement and General Release; that he was afforded an opportunity to consider the terms of this Agreement and General Release for at least twenty-one (21) days; that he has been advised that he should consult with counsel of his choice before signing this Agreement and General Release; that he is afforded seven (7) days following his execution of this Agreement and General Release to revoke it; that the consideration he is receiving under this Agreement and General Release is over and above that which he would otherwise be entitled under any agreement with Employer or any applicable policy, plan or practice of Employer; and that he is signing this Agreement and General Release voluntarily and of his own free will.

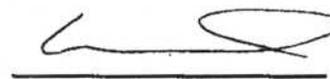
5. Employee shall have seven (7) days to revoke this Agreement and General Release after he signs it. Should Employee wish to revoke this agreement, he must deliver a written revocation to the Village Clerk at 303 Main Street, Highland Falls, New York, within said seven (7) day period. Should he fail to do so, this Agreement and General Release will become binding on the parties. This Agreement and General Release will not become effective or enforceable until after the seven (7) day revocation period expires.

6. This constitutes the full and complete agreement of the parties regarding notice of discipline dated January 3, 2017 and the amended notice of discipline dated January 26, 2017.

The parties agree that no other promises or representations have been made except as expressly set forth in this agreement.

7. This agreement is subject to approval by the Village of Highland Falls Board of Trustees.

  
Village of Highland Falls

 2-10-17  
Chief Kenneth Scott

Kenneth Scott  
Village of Highland Falls Police Chief  
301 Main Street  
Highland Falls, NY 10928

Village of Highland Falls  
Mayor & Board of Trustees  
303 Main Street  
Highland Falls, NY 10928

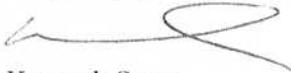
February 10, 2017

Dear Mayor Flynn & the Village Board of Trustees,

Please accept this letter as my notice that I hereby voluntarily and irrevocably retire effective August 30, 2017.

It has been my pleasure to serve the Highland Falls Community for the last twenty years.

Very truly yours,



Kenneth Scott