

STIPULATION OF SETTLEMENT

THIS STIPULATION OF SETTLEMENT IS ENTERED INTO this 5th day of April 2004 by and between the Village of Malone (hereinafter "Village") and Police Officer Robert Pickreign (hereinafter "Officer Pickreign"), hereinafter collectively referred to as the "parties".

WHEREAS, disciplinary charges were brought by the Village against Officer Pickreign on March 5, 2004; and

WHEREAS, the parties, by and through their designated agents and representatives, have engaged in discussions in an effort to settle and resolve the disciplinary charges; and

WHEREAS, the parties have reached an agreement in settlement and resolution of the disciplinary charges without precedent and without admission against interest;

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

1. Officer Pickreign will resign from his employment with the Village effective at the close of business on April 5, 2004.
2. By April 19, 2004, Officer Pickreign shall be paid by separate check for all unused vacation time and compensatory time in lieu of holidays in an amount the parties understand to be approximately \$3,028.00 in the aggregate, from which only those withholdings required by law shall be made.
3. If any agent of the Village should be contacted by any person making an inquiry regarding Officer Pickreign's employment status, the Village, including all of its agents, shall make available only the dates of his employment, position title(s) and final salary unless Officer Pickreign consents, in writing, to a broader release of information.

4. Officer Pickreign agrees that, except as required by applicable law or compelled by process of law, at any time following the date hereof, neither he nor anyone acting on his behalf shall hereafter (i) without the Village's prior written consent, release information relating to this Agreement or the underlying disciplinary charges to any person; (ii) make any derogatory, disparaging or critical statement about the Village or any of the Village's current employees, officials or agents or any persons who were employees, officials or agents of the Village; or (iii) without the Village's prior written consent, communicate directly or indirectly with the press or other media concerning past or present employees, officials or agents of the Village or business of the Village.
5. This Agreement and the underlying disciplinary charges will be maintained in a separate litigation file which will not be released to any person unless there has been compliance with New York State Civil Rights Law § 50-a.
6. The parties agree to execute any documents reasonably necessary to effectuate this Agreement.
7. Officer Pickreign acknowledges that he has been represented by an attorney throughout the disciplinary proceeding and the settlement discussions and that he has had the opportunity to obtain all of the advice and information he deemed necessary and relevant to this Agreement. Officer Pickreign acknowledges that he has read this Agreement, understands its terms and conditions, and voluntarily enters into this Agreement.
8. This Agreement contains the entire agreement between the parties and supersedes any and all previous agreements. This Agreement may only be modified in writing upon consent of all parties.

8. Upon final execution, this Agreement shall become binding upon all parties, their agents and representatives.

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

FOR THE VILLAGE OF MALONE

POLICE OFFICER ROBERT PICKREIGN

By: Maya Brents Secura

By: [Signature]

Dated: 04-05-04

Dated: 04-05-04

04-02-04

To whom it may concern

I Robert A Pickreign do formally resign my position of
patrolman for the Malone Village Police department effective 04-05-04

Robert A Pickreign

A handwritten signature in black ink, appearing to read "R. Pickreign", written in a cursive style.