


VILLAGE OF MALONE POLICE BENEVOLENT ASSOCIATION
c/o 2 Park Place
Malone, NY 12953

GRIEVANCE FORM

Date Submitted: 4-26-04

Grievants' Name: The Village of Malone Police Benevolent Association
and all unit members

President's Name: David J. Merrick

President's Signature: 

A Grievance is being submitted by the Village of Malone Police Benevolent Association (PBA) and all unit members pursuant to Article Three - Grievance Procedure of the 2000-2003 Collective Bargaining Agreement between the PBA and the Village of Malone (Village) regarding a violation of Article Three - Grievance Procedure.

Statement of Facts:

In conjunction with a then pending set of disciplinary charges, the Village announced that employees facing disciplinary charges will not be allowed to grieve the discipline through the steps of the grievance procedure including arbitration. Instead, the Village announced that disciplinary charges would be submitted to a hearing officer pursuant to Civil Service Law (CSL) § 75.

Remedy Sought:

For the Village to cease and desist from scheduling or attempting to schedule CSL § 75 hearings for any and all disciplinary charges and afford all unit employees access to the grievance procedure for all disciplinary charges. In the event this grievance proceeds to arbitration, the Village shall reimburse the PBA for all attorneys' fees, expenses and any arbitrator's fees and disbursements incurred in this matter and such different or additional relief as the arbitrator may deem to be appropriate.

STEP (1) DECISION

Date Reviewed: _____

Grievance Rejected: ✓ _____

Grievance Sustained: _____

Decision Statement: _____

Chief Ronald E. Payne
SUPERVISOR'S SIGNATURE

6-14-04
DATE

The above decision is (~~satisfactory~~) (unsatisfactory) and I (will) (~~will not~~) appeal to the Step (2) Level.

[Signature]
GRIEVANT'S SIGNATURE

6-14-04
DATE

STEP (2) DECISION

Date Reviewed: _____

Grievance Rejected: _____

Grievance Sustained: _____

Decision Statement: _____

VILLAGE BOARD'S SIGNATURE

DATE

The above decision is (satisfactory) (unsatisfactory) and I (will) (will not) appeal to the Step (3) Level, Arbitration.

GRIEVANT'S SIGNATURE

DATE

THE LAW OFFICES OF-
JOHN M. CROTTY
ATTORNEY AT LAW

13 FOREST ROAD
DELMAR, NY 12054
(518) 439-1805
e-mail JMCROTTY1@aol.com

1 SPRING SQ. BUSINESS PARK
NEWBURGH, NY 12550
(845) 566-4066 FAX (845) 566-9416

FAX COVER SHEET

TO: Chief Gerald K. Moll **Fax NO.:** 518-483-2426
FROM John M. Crotty, Esq.
DATE: January 17, 2001
SUBJECT: Officer Robert Pickreign - Stipulation of Agreement

Chief Moll:

Please call me at (845) 566-4066 should you have any questions.

John Crotty

NUMBER OF PAGES INCLUDING COVER SHEET: 3

NOTICE

THE FACSIMILE MESSAGE ACCOMPANYING THIS TRANSMITTAL FORM CONTAINS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED SOLELY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED. IF THE READER OF THE NOTICE IS NOT THE INTENDED ADDRESSEE, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED ADDRESSEE, YOU ARE HEREBY NOTIFIED THAT DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS BY MAIL. THANK YOU.

STIPULATION OF AGREEMENT

In full settlement and resolution of all matters that were the subject of an interview by Chief of Police Gerald K. Moll with Officer Robert Pickreign on December 20, 2000, and in lieu of any disciplinary charges related thereto, the Village of Malone, Chief Moll, Officer Pickreign and the Village of Malone Police Benevolent Association enter into the following agreement effective January 1, 2001:

1. Officer Pickreign will take vacation time for his first two work weeks in January 2001.
2. Officer Pickreign will accept a two week unpaid suspension at times selected in the discretion of the Village, up to one week of which may, at Officer Pickreign's option, be paid upon his forfeiture of the equivalent accrued vacation time. Officer Pickreign's seniority date shall be adjusted to reflect a start date of October 1996 for purposes of administration of the current collective bargaining agreement, excluding articles thereof pertaining to wages.
3. For a period of one calendar year from the effective date of this agreement, the Chief of Police or his designee shall have the discretion and right to adjust Officer Pickreign's work days and hours of work notwithstanding any provisions of the current collective bargaining agreement.
4. Officer Pickreign will submit to counseling at his expense and he will submit a signed release upon completion of counseling.

5. This agreement will be made a permanent part of Officer Pickreign's personnel file.
6. All parties acknowledge that they have entered into this agreement voluntarily after having been afforded the opportunity for consultation with representatives and/or legal counsel of their choice.

VILLAGE OF MALONEBy: *Joseph T. Tavernier*Date: 1-25-01**CHIEF OF POLICE**By: *[Signature]*Date: 01-25-01**OFFICER ROBERT PICKREIGN**By: *[Signature]*Date: 1-25-01**VILLAGE OF MALONE POLICE
BENEVOLENT ASSOCIATION**By: *Pat Sullivan*Date: 01-25-01



POLICE DEPARTMENT
Village of Malone
2 Park Place
Malone, New York 12953-1601

(518) 483-2424
(518) 483-2426 FAX

Gerald K. Moll
Chief of Police

To: John Crotty

Ref: Ptl. Robert Pickreign

DISCIPLINARY

1. Use two weeks vacation time first two weeks in January
2. 2 week suspension without pay (time to be picked by Village)
Employee can elect to forfeit one week vacation
3. Reduction in seniority to reflect a permanent start date of 10-96
(His start date was 10-94)
4. One year period when working hours and days can be adjusted under the discretion of the Chief of Police or designee.
5. Mandatory counseling at employee's expense with signed release.
6. All documentation of this discipline will become a permanent record of employees personnel file.

Reyome Testimony – Procedure

1. Please state your name and address for the record.

Self-explanatory

2. What is your current occupation

Self-explanatory

3. In all, how many years experience do you have as a police officer with the Village of Malone?

Self-explanatory

4. What is your current position?

Self-explanatory

5. How long have you been chief?

Self-explanatory

6. Prior to becoming chief, what position did you hold?

Self-explanatory

7. Was that a bargaining unit position?

Self-explanatory

8. Was there a time when you took an active role in the local unit and, if so, what role and when was it?

Yes, I was president of the local unit in 1988 and served as spokesperson for the local unit in the negotiations for the 1988-90 contract.

9. At the time you were the chief negotiator, who was the recognized bargaining agent, if you know?

In 1988 it was CSEA; however, in the spring of 1991, the local unit's bargaining agent became the United Federation of police Officers (UFPO).

IDENTIFY BOARD RESOLUTION OF MAY 1991 AND OFFER INTO EVIDENCE

10. Who, if anyone, was assigned to provide representation services to the local unit of police officers?

Anthony Solfaro was assigned by UFPO to our local unit.

11. What type of representation did he provide?

He served both as a consultant and also as chief spokesperson for the 199~~2~~-1994 contract.

12. Do you have knowledge as to when the language currently in Article Three; Section 1B was first negotiated into the contract?

It was ⁱⁿprior to 1988.

13. Since that language was negotiated, are you aware of any disciplinary actions brought under Section 75 of the CSL?

I am aware of at least nine section 75 charges that have been filed since 1991.

14. How is it that you know that?

Prior to this hearing I was asked to look it up

15. What are you relying on in ascertaining the number of charges filed since 1991?

Records on file in the police department.

16. During that period of time from May of 1991 through December of 2005, who, if anyone, provided counsel and advice on union matters?

Anthony Solfaro up until recently. For at least the last two or three years it has been John Crotty.

17. You testified earlier that Mr. Solfaro was the state contact for consultation and also Mr. Solfaro acted in the capacity of spokesperson in the 199~~2~~-94 negotiations, is that correct?

Yes.

18. Did there come a time in the 1990s that there was a change in representation and, is so, when did that occur and what was the change?

Sometime around 1994 Mr. Solfaro left the United Federation of Police Officers and, as I understand it, formed a new police union called the NYS United Police Associations. As a result of that action, the local unit decided to leave the UNFPO and affiliate with NYSUPA.

IDENTIFY 1994 RESOLUTION AND OFFER INTO EVIDENCE

19. Did Mr. Solfaro continue to provide representation services to the local unit?

Yes, he did.

20. Would it be accurate to say that Mr. Salfaro was the local unit's state contact from 1991 up until Mr. Crotty took over a couple of year's ago?

That would be fair to say, yes.

21. Would it also be fair to say that for at least ⁷~~seven~~ of the section 75 cases, Mr. Solfaro was the state representative from either UFPO or NYSUPA?

Yes?

22. Did you ever have any discussions with Mr. Solfaro when you were active in the local unit about disciplinary action under section 75?

Yes, I talked with him at length regarding a situation where a written reprimand had been issued without going through section 75 of the CSL.

23. What, if anything do you recall he said to you about section 75?

He told me about the difference between a written reprimand and a counseling letter. He said a counseling letter was not subject to a section 75 hearing whereas a written reprimand was.

24. Over the years that you have served as a police officer for the Village of Malone what, if any, adverse written documents

are you aware of that have been placed in an employee's personnel file?

There have been numerous adverse written documents placed in the files of officers in the form of counseling letters.

25. In so far as you know are counseling letters subject to the grievance procedure?

Yes, section 2 of Article Three allows counseling letters to be challenged.

26. Did there come a time when you were no longer in the bargaining unit and, if so, when did that take place?

Yes, in 2003 I became acting chief of police and in 2004 I became chief.

27. For the period of time that you were in the bargaining unit and up until you left it in 2003, did either the United Federation of Police Officers or the NYSUPA ever assert that a police officer was entitled to arbitration in the grievance procedure in lieu of section 75?

Absolutely not. Any disciplinary action starting with a written reprimand or greater always went through section 75.

28. After you became Chief, did there come a time where you filed Section 75 charges against a member of the Police Department?

Yes, I filed charges against Officer Pickering and two charges against Officer Mulverhill under Section 75 of the CSL.

29. In filing the charges, did you name a hearing officer?

~~Yes, I did.~~

30. When did you file the charges against Officer Pickering?

Early spring of 2004.

31. What was the result of filing those charges?

Officer Pickering resigned.

32. Between the time you filed the charges and the time of Mr. Pickering's resignation,
was any grievance filed by the PBA challenging the action you had taken?

No

33. Subsequent to Officer Pickering's resignation, was any action taken by the PBA in
PBA in
Regard to proceeding under Section 75 of the CSL?

Yes, after the matter was resolved, the PBA filed a grievance over the
procedure

The Village had followed.

34. What was the result of the filing of the grievance?

I don't know.

35. After the Pickering case, did there come a time where you found it necessary
to bring
Charges against another police officer, and if so, who was it and when did it
occur?

Yes, I filed charges against Officer Mulverhill under Section 75 of the CSL in
relation
to him calling in drunk and unable to appear for work.

36. Did you name a hearing officer at the time?

Yes, I did.

37. Did the PBA challenge the procedure you were following?

No it did not.

38. To your knowledge, when was the first time the PBA took action to challenge
the
right of the Village to proceed under the provisions of Section 75 of the CSL
upon
the issuance of charges?

In October of this year following the issuance of Section 75 charges against
Officer
Mulverhill.

Reyome Testimony – Procedure

1. Please state your name and address for the record.

Self-explanatory

2. What is your current occupation

Self-explanatory

3. In all, how many years experience do you have as a police officer with the Village of Malone?

Self-explanatory

4. What is your current position?

Self-explanatory

5. How long have you been chief?

Self-explanatory

6. Prior to becoming chief, what position did you hold?

Self-explanatory

7. Was that a bargaining unit position?

Self-explanatory

8. Was there a time when you took an active role in the local PBA and, if so, what role and when was it?

Yes, I was the spokesperson for the PBA when I negotiated contracts in

1988 to 1994.

9. ⁸⁸⁻⁹⁰ At the time you were the chief negotiator, who was the PBA affiliated with, if you know?

CSEA, United Federation of Police Officers 1991 to 1994

The current bargaining agent NYSUPA

United Police Assoc 1994 - current

10. When serving as chief negotiator for the PBA, were you familiar with the contract's grievance procedure?

11. If you know, was Article Three; Section 1B part of the contract?

12. Do you have knowledge as to when the language currently in Article Three; Section 1B was first negotiated into the contract?

It appears it was first negotiated into the contract in 1988.-

13. Since that language was negotiated, are you aware of any disciplinary actions taken under Section 75 of the CSL?

I am aware of five section 75 charges that were filed since 1991.
2 on Nichols - Pickreign + 2 on Mulverhill

14. How is it that you know that?

Prior to this hearing I was asked to look it up

15. What are you relying on in ascertaining the number of charges filed since 1991?

Records on file in the police department.

16. Who was the PBA affiliated with during that period of time?

NYSUPA

17. Over the years that you have served as a police officer for the Village of Malone what, if any, adverse written documents are you aware of that have been placed in an employee's personnel file?

There have been numerous adverse written documents placed in the files of officers.

- ~~18.~~ In so far as you know, have any of those adverse written documents ever arise from section 75 charges?

Not to my knowledge.

Yes As A Result of a Settlement / And suspend

19. As Assistant Chief, did you ever place an adverse written document into an employee's file?

Yes I have.

20. What, if any, procedure did you follow?

I proceeded under Article Three of the contract, Section 1 B.

OPENING STATEMENT (ON PROCEDURE)

Section 75 of the Civil Service Law (CSL) is the statute in the State of New York that, in absence of a negotiated agreement containing language that supplants it in whole or in part, governs the procedure employers are required to follow before disciplinary action can be taken against certain covered public employees entitled to its protections.

The issue in this proceeding that is to be addressed by the arbitrator is simple. Did the

parties to the collective bargaining agreement (CBA) intend to supplant Section 75 of

the CSL in whole or in part when they agreed to the language under Article Three;

Section 1B of their contract?

The position of the Village is that the parties modified that part of Section 75 that deals only with adverse written documents such as written warning notices or written reprimands, which is a logical way to deal with less severe disciplinary actions of the employer.

For the union to prevail in this case, it would have to establish that the language in Article

Three does not mean what it says in the sentence that defines the meaning of the word

discipline. Section 1 B. of Article Three reads as follows:

Section 1B - Any employee, other than a probationary employee,

will have the right to grieve a disciplinary action through the grievance procedure. Discipline shall be defined as any adverse written document

an employee receives which is to be placed in his personnel file.
(emphasis added)

But for the second sentence in that paragraph, we would not be here today. However,

the second sentence specifically defines the type of discipline that is subject to the grievance

procedure – that being “...any adverse written document an employee receives which

is to be placed in his (sic) personnel file”. The Village will offer evidence to show

that this language has been in the contract since 1988 and on matters of proposed discharge,

the Village’s past practice has always been to proceed under Section 75 of the CSL. On

discipline related to written warning notices, the past practice has been to place those

documents in the employees’ personnel file. In fact, it is common in labor negotiations to

separate warning notices from more severe penalties such as suspension or discharge

with contract language such as “... no employee shall be suspended or discharged

except for just cause”. In this case, however, the “just cause” language is not contained

in any article of the contract.

NYSUPA It is noteworthy that it was in 1991 that the local PBA affiliated with the

and NYSUPA has remained as the PBA’s representative from 1991 to date which includes

the time that all Section 75 charges were filed by the Village against members of the bargaining

unit. This was done without objection from NYSUPA. To suggest that NYSUPA idly sat

by and allowed the Village to proceed under Section 75 at least three times in the 1990’s when it believed the charged employees had the right to arbitration, defies common sense.

For anyone to conclude that the language of Article Three; subsection 1.B provides what

NYSUPA claims it does would also have to conclude (1) that the Village’s elected officials

have deliberately reneged on an agreement reached with the PBA; (2) that the language

means something other than what the words mean; (3) that consistent past practice means

nothing; (4) that NYSUPA’s unequivocal insistence that any successor agreement must

contain language modifying Section 75 by taking away the right of the employer to select

the hearing officer and further insisting the hearing officer become the final arbitrator rather

than making a recommendation to the Village Board for action is to ignore long-standing standards of contract interpretation.

OPENING STATEMENT

Officers in the Police Department in the Village of Malone are guided by what is referred to as the Duties and Rules of Conduct. Part and parcel of that document is its Law Enforcement Code of Ethics which is broken down into four paragraphs. The second paragraph of the Code provides the following for the police officers:

*I will keep my private life unsullied
as an example to all; maintain courageous
calm in the face of danger, scorn or ridicule; develop self-restraint and be
constantly mindful of the welfare of others. Honest in thought and deed in
both
my personal and official life. I will
be exemplary in obeying the laws of the
land
and the regulations of my
department. Whatever I see or hear of a
confidential
nature or that is confide to me in
my official capacity will be kept ever secret
unless revelation is necessary in the
performance of my duty.*

I ask that the Hearing Officer keep this part of the Code in mind as the Village offers evidence to demonstrate that the Respondent Officer Scott Mulverhill has engaged in behavior that is repugnant to that of a police officer. The Charges brought by the Village of Malone against patrolman Scott Mulverhill in this Section 75 proceeding, concerns:

- (1) allegations of dereliction of duty of duty;
- (2) allegations of conduct unbecoming a police officer;
- (3) allegations of improprieties in this police officer's dealings with a 17 year old high school student often in the presence of two juveniles.
- (4) allegations of criminal behavior in his dealing with a 17 year old high school student and also with a child as defined by the New York State Social Services Law.

In addition to the numerous allegations of misconduct, most of which violates the Duties and Rules of conduct of the Police Department, we are asking you, as hearing officer, to take into account the generally understood belief that police officers should be held at a higher standard than the ordinary citizen. *"Is it against the law for a 38 year old man to have sexual relations with a 17 year old high school student?"* We all know the answer in New York State and the answer is "no", it's not. However, *"Is it appropriate conduct for a police officer to promote a sexual relationship with a 17 year old student, against the will of her parents, and to do so while both on and off duty?"* *"Is it appropriate for a police officer to engage in sexual relations in close proximity to her 15 year old step-brother and 13 year old sister to the extent that they were aware of what was going on?"*

I submit that the behavior of this police officer is not acceptable to any reasonable application of community standards. This community, as well as any community in New York State, will not find it acceptable for a 38 year old policeman to be a sexual predator with a 17 year old student in the same sense that the community would not find it acceptable for a 38 year old teacher to be having sexual relations with a 17 year old student.

However, as the charges show, this police officer's relationship with a 17 year old is only one of numerous charges of misconduct on the part of Officer Mulverhill. Through the testimony of witnesses and the introduction of written documents, the Village will prove that Patrolman Mulverhill has engaged in misconduct that is unacceptable and will not be tolerated.

The only reasonable penalty in this case is termination.

POSITION OF THE NYSUPA

NYSUPA will claim that the Village is required to abide by the provisions of Section 75 of the CSL in terms of filing the charges and the suspension without pay. Insofar as the Mulverhill case is concerned, if the arbitrator rules in favor of NYSUPA, according to Crotty, the Village would not have to take any action against Mulverhill because Section 75 applies in terms of filing the charges and providing Mulverhill with the opportunity to respond.

Part and parcel of the requirements under Section 75 is for the "appointing authority" to conduct a hearing with a stenographic record. NYSUPA will argue that it does not apply to Mulverhill because he has the right to go to arbitration under the contract's grievance procedure, relying on the language in 1B of Article Three.

Consistent with that position, NYSUPA will argue that the Village must put Mulverhill back on the payroll immediately following the completion of his 30 day suspension without pay. If the Village fails to do that, then I expect NYSUPA will either file an IP with PERB or go into court to try and put Mulverhill back on the payroll.

MCKILLIP TESTIMONY

1. Name, address, occupation etc
2. How long has NCLRA been in business?
3. Prior to the creation of NCLRA, what was your occupation and who did you work for?
4. Over your career, what, if any experience have you had in negotiating contracts?
5. What, if any, relationship do you have with the Village of Malone?
6. What is the current status of negotiations with the PBA?
7. What, if any, involvement did you have in negotiating the 2003 – 2005 contract?
8. Did NYSUPA make any proposals regarding arbitration of disciplinary matters and, is so, what was it?

2003 - 2005

ARTICLE EIGHTEEN - MANAGEMENT RIGHTS:

The Village shall retain the right to direct, hire, promote, transfer and discipline officers subject to the terms of this Agreement to maintain the efficiency of operations; to determine the methods, means, processes and personnel to conduct such operations to provide services when and as the Village considers necessary, and to take whatever action necessary to effect the mission of the police department, provided such rights shall not be in violation of any section of this Agreement.

ARTICLE NINETEEN - PHYSICAL EXAMINATION:

Each officer shall submit to a physical examination, which shall be mandatory at least once every two (2) years. The cost of such examination not covered by the officer's hospitalization and medical plan shall be borne by the Village.

ARTICLE TWENTY - Wages:

1. The following base wage schedule is for fiscal years 2003 - 2004; 2004 - 2005.

Police Officer	6/1 2002	6/1 2003	6/1 2004
Starting w/o MPTC Certification	\$23,687.*		
MPTC Certification	\$30,890.		
2 nd Year	\$33,031.		
3 rd Year	\$34,514.		
4 th Year	\$36,001.		
5 th Year	\$37,489.		
6 th Year	18.73 \$38,970.	40,529	19.49 41,948. 20.17
			<u>.71 L</u>
			20.26

2. Officers employed as of September 30, 2004, shall receive an increase of 4% above their hourly rate of pay that was in effect as of June 1, 2003 and 3.5% above their hourly rate that was in effect June 1, 2004. This shall be over and above any step increases officers may be entitled to under the salary schedule set forth above.¹

3.	6/1/02	6/1/03	6/1/04
Juvenile Aid Officer and/or Det.		\$42,556.	\$44,045.
Sergeant	44,816	\$46,609.	\$48,240.
Asst. Chief of Police		\$50,662.	\$52,435.

affected and shall remain in full force and effect. It is also agreed that the Employer and the Union agree to immediately renegotiate the provision declared invalid by the Court.

ARTICLE NINETEEN - Management Rights:

The Employer and the Union agree that the Employer shall retain the right to direct, hire, promote, transfer and discipline employees subject to the Civil Service Law; to maintain the efficiency of operations; to determine the methods, means, processes and personnel to conduct such operations; to provide services when and as the Employer considers necessary; and to take whatever action necessary to effect the mission of the police department, provided such rights shall not be in violation of any section of this Agreement.

ARTICLE TWENTY - Physical Examination:

The Employer and the Union agree that each employee shall submit to a physical examination, which shall be mandatory at least once every two (2) years. The cost of such examinations shall be borne by the Employer.

ARTICLE TWENTY-ONE - Wages:

a. The Employer and the Union agree to the following salary schedule for fiscal year 1988-89:

CLASSIFICATION	SERVICE	SALARY	LONGEVITY INCREMENTS	

PATROLMAN:	1st year	\$17,350.00		
	2nd year	\$17,990.00		\$640.00
	3rd year	\$18,630.00		\$640.00
	4th year	\$19,270.00		\$640.00
	5th year	\$19,910.00		\$640.00
	6th year	\$20,550.00		\$640.00

6-1-88 To May 31, 1990

*NORTH COUNTRY
LABOR RELATIONS ASSOCIATES, INC.*
PO Box 96
Lake Placid, New York 12946
ph. (518) 523-7862; fax (518) 523-7862
nclra@adelphia.net

November 10, 2005

Richard A. Curreri, Director of Conciliation
PERB
80 Wolf Road
Albany, New York 12205-2604

RE: PERB CASE NUMBER A2005-367
Village of Malone & Village of Malone PBA
(Grievance Procedure -- Scott Mulverhill)

Dear Director Curreri:

I represent the Village of Malone in the above-captioned proceeding.

I have reviewed the list of arbitraors and find none of them acceptable.

As provided under Section 207.7 (b) of PERB's Rules of Procedure, I am herein requesting another list.

Thank you for your consideration.

Sincerely,

Daniel C. McKillip, Executive Director

Cc: John M. Crotty, Esq.
Nathan Race, Esq. Village Attorney (Fax Only)
Ronald Reyome, Chief of Police (Fax Only)
Brent Stewart, Mayor (Fax Only)

MALONE VILLAGE POLICE

"Star of the North"

2 Park Place

Malone, N.Y. 12953

Ronald E. Reyome
Acting Chief of Police

(518)483-2424
(518)483-2426
mpdchief@slc.com

State of New York
Town of Malone

County of Franklin
Village of Malone

In the Matter of Disciplinary *
Charges Brought by the Village *
of Malone against Patrolman *
Scott M. Mulverhill *

Answer admitting charges
and Consenting to Disposition

State of New York
County of Franklin

SS:

Scott M. Mulverhill, being duly sworn, deposes and says:

I, the undersigned, acknowledge that I have received a copy of the set of charges preferred against me by the Village of Malone and set forth in a letter to me from Acting Chief of Police Ronald E. Reyome, dated November 25th, 2002.

I waive my rights to a full hearing on the charges and acknowledge the charges to be true.

I understand that by entering this Answer admitting the charges I shall receive a letter of reprimand that will become a permanent record of my personnel file, ten day suspension without pay, two week loss of vacation time and I agree that I will give up my hunting privileges for the remainder of the year 2002 and for the years 2003 and 2004.

Scott M. Mulverhill 11/25/02
Scott M. Mulverhill Date

Ronald E. Reyome
Acting Chief Ronald E. Reyome

Witness: _____

Scott M. Mulverhill
P.O. Box 603
Malone, NY 12953

November 25, 2002

Re: Disciplinary Charges

Ptl. Scott Mulverhill,

In accordance with the provisions of Section 75 of the Civil Service Law of the State of New York, you are hereby notified that the following charges are preferred against you;

CHARGES

Charge 1

You have violated Article 6 of the Department's Rule of Conduct, specifically Article 6.2.34. Obey the laws and ordinances which he is obligated to enforce.

Specification 1

On November 13th, 2002, you were in violation of section 11-0931 sub 4a1 of the Environmental Conservation Law (Shooting from a public highway) and section 11-0901 sub 4(b)2 of the Environmental Conservation Law. (Hunting deer with artificial light)

Charge 2

You have violated Article 10.1.1. Conduct which brings discredit upon the department.

Specification 2


On November 13th, 2002, you were arrested for section 11-0931 sub 4a1 and section 11-0901 sub 4(b)2 of the Environmental Conservation Law. This arrest which was made public has brought discredit to yourself and to the Malone Village Police Department.

You are allowed until the 5th day of December 2002, within which you may make and file your answer, in writing, to these charges. Such answer should reach this office of the undersigned, at 2 Police Plaza Malone, New York at or before 5:00pm on said 5th day of December 2002. You are entitled to a hearing on the attached charges and to be represented at such hearing by an attorney. You should be prepared at such hearing to present such witnesses and other proof as you may have in your defense against these charges.

If you chose to have a hearing, it will be held at the earliest convenience to both parties involved. It will be held on the first floor of the Village Offices at 14 Elm Street Malone, N.Y. The hearing will be conducted by a hearing officer who will be duly designated for that purpose in accordance with Section 75 of the Civil Service Law of the State of New York.

If you are found guilty of the above listed charges, the penalty, or punishment imposed on you, may consist of either dismissal from service, demotion in grade and title, suspension without pay for a period not exceeding two months, and fine not exceeding \$100.00, or a reprimand

All further notices and communications addressed to you in connection with these charges will be mailed to at your latest address on record in the Department's personnel records or will be personally handed to you.

 11-25-02
Ronald E. Reyome Date
Acting Chief of Police

MALONE VILLAGE POLICE

"Star of the North"

2 Park Place
Malone, N.Y. 12953

Ronald E. Reyome
Acting Chief of Police

(518)483-2424
(518)483-2426
mpdchief@slc.com

Date : November 19th, 2002

To : Ptl. Scott Mulverhill

From: A/C Ronald E. Reyome

Re: Possible Disciplinary Action

You are ordered to do a complete written report as to your actions and others on the night of November 13th, 2002. Any information involving your arrest should be included. I have already advised you that some type of Disciplinary Action will be taken. The severity of this action will be based on my complete investigation.

I strongly advised you to completely straight forward and not try to hide any information. Your truthfulness or lack thereof will also be considered when deciding what type of action should be taken. I will expect your response by November 22nd, 2002.

Ronald E. Reyome
Acting Chief of Police

VOLUNTARY STATEMENT

STATE OF NEW YORK
COUNTY OF FRANKLIN
DATE: November 22, 2002

PAGE 1 of 2
TIME STARTED: 9:26 AM

PLACE: Malone Village Police Department

I, Scott M. Mulverhill, am 35 Years old, born [REDACTED]
My address is [REDACTED]
My occupation is Police Officer and education is 13 years

I would like to state that I am employed by the Malone Village Police Department and on November 13, 2002 I was charged by New York State Forest Rangers in the Town of Stockholm N.Y. with two En-Con Violations and settled through a civil compromise. As a result of this incident I am aware that I am facing disciplinary action through my department and have been informed by Chief Ronald Reyome that I have a right to Union representation in this matter and have a hearing which rights I understand and waive and give this statement freely and of my own will:

On November 13, 2002 I was with my nephew Craig St. Hilaire and my brother Dennis Mulverhill. Craig and I were drinking beer and Dennis was driving my personal vehicle and I believe the time was somewhere around 9:30 PM. I was in the back seat of the vehicle and Craig was in the front as Dennis drove up a road in the Moira area somewhere near the Best Road we observed a deer cross the roadway and I then told Dennis to drive past where the deer crossed the road and as we did I could see the deer standing just off the roadway and I put a shell in my nephew Craig's 30-06 rifle and shot the deer. Craig and I got out of the truck and put the deer in the back of the truck and I filled out my tag (deer was a doe) and put it on the deer. Dennis then drove off and we drove up a couple roads in St. Lawrence County near some property that I and Dennis used to hunt. Eventually we ended up on a road in what I was told by the Forest Rangers was the Buckton area and we observed another (doe) standing in the roadway and it walked into a meadow and stood about ten to twenty yards off the roadway and Craig shot this deer and I got out and ran to it and pulled it to the roadway and Craig helped me put it in the back of the truck. Dennis then turned right onto another road and we were going to bring the deer back to my house and field dress them and put a tag on the other deer. At that time Dennis said to me that there was a police car behind us and I told him to not speed and he told me that the red lights were on and asked me what he should do. I then told Dennis that he should do what it meant to do and pull over.

After pulling over my vehicle a Forest Ranger approached and asked Dennis and Craig where the gun was and they told him they did not have a gun and then he asked me and I told him it was on the floor under my seat. The forest ranger then came around and ordered me out and took the gun and then had Craig get out and stand in front of the truck. The forest ranger walked to his vehicle and I walked with him telling him that I was a police officer and asked what was going to happen. As the forest ranger called for assistance he then apparently heard or saw Craig throw something in the bushes and he yelled at him asking what this was and Craig, I believe said nothing. I later asked Craig if he threw something and he told me yes that he threw beer bottles (I don't know - nor did I see him throw anything). Eventually myself and Craig were brought in two different vehicles to a fire department and they allowed Dennis to drive my

vehicle. Once we were at the fire department the forest ranger took me in a back office and told me he wanted a statement from me and I wrote one out. I was then given two tickets by En Con Officer Goulette for hunting with an artificial light and shooting from a roadway and Craig and Dennis were each given tickets for hunting deer with a artificial light. We were then brought to a Judge I believe his name was Williams and there we agreed to pay a civil compromise and I was ordered to pay \$1300.00 which I did two days later.

I prepared this statement xxxxxxxxxx consisting of 2 Page(s) and the facts contained herein are true and correct. I have also been told and I understand that making a false written statement is punishable as a class A Misdemeanor pursuant to section 210.45 of the Penal Law of the State of New York.

Affirmed under penalty of Law this 22cnd Day of November,2002

Signed: *P.H. Lott (w/ Andrew Hill)*

Witness:

Witness:

Page 2 of 2 Pages
Time ended:10:12 AM

COP: Board investigating charges

(Continued from Page 1)

quired by the Stockholm Patrolman courts, Mulverhill may face disciplinary charges from the village of Malone.

"It's very important that the village officers not bring negative attention to the department and the village," said village trustee Michael Maneely. "We're still investigating to find out what exactly happened before we proceed with any sanctions."

Patrolman Mulverhill currently remains on active duty, according to acting village police chief Ron Reyome.

Reyome also noted he is unable to discuss possible disciplinary actions.

Malone Mayor Richard "Joe" Gokey declined to comment.

"I don't like to comment on things until they're done," he said. "We're still in the middle of this thing."

Both agreements also included a waiver of immunity or privilege on the matter. In addition to the contribution required by the Stockholm courts, Patrolman Mulverhill may face disciplinary charges from the village of Malone as well. However, patrolman Mulverhill is still on active duty while actions are pending, acting Malone Village Police chief Ron Reyome stated previously.

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PAID: Village mulling discipline

(Continued from Page 1)

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Village officer paid \$1,300 for violations

DARCY L. SMITH

The Telegram

Malone Village Police patrolman Scott Mulverhill has agreed to pay roughly \$1,300 as restitution for charges of illegal hunting methods, according to court officials.

In a pair of agreements reached with the state Department of Environmental Conservation (DEC) Division of Law Enforcement, Mulverhill agreed to pay \$1,000 in restitution for taking deer with the aid of an artificial light and \$300 for shooting from a public highway. The agreements also include a fee of \$2.50 for entering each of the compromises.

The compromises were reached in the Town of (See Paid, Page 9)

Disciplinary action mulled for village cop

DARCY L. SMITH
The Telegram

One Malone Village
Police officer could face disciplinary actions after being arrested by forest rangers in Stockholm.

Patrolman Scott Mulverhill, 35, of Malone was arrested on Nov. 13 at approximately 10:30 p.m. on the Elliot Road in the Town of Stockholm. Mulverhill was arrested on charges of taking deer with the aid of artificial light and shooting from a public highway, according to Department of Environmental Conservation enforcement officer Lieutenant Larry Kring.

Dennis D. Mulverhill, 31, of Malone and Craig J. St. Hilaire, 30, of North Bangor were also arrested on charges of taking deer with

Patrolman Scott Mulverhill, 35, of Malone was arrested on charges of taking deer with the aid of artificial light and shooting from a public highway.

the aid of artificial light in connection with the incident.

Patrolman Mulverhill reportedly reached an agreement with the Stockholm town courts to make retribution of some sort for the incident. Further details of the court action were unavailable.

In addition to any punishment or retribution re-

(See Cop, Page 8)

News Release

In regards to the recent civil arrest of Officer Scott Mulverhill a complete and thorough investigation was completed by the Malone Village Department and the Malone Village Board. Officer Mulverhill's actions during the incident were inappropriate to say the least. Appropriate disciplinary action has been taken to insure the public's trust in the Malone Village Police Department and it's members.

During the investigation, Ptl. Mulverhill has been cooperating fully and has apologized to this Department, the Malone Village Board and would like to extend this apology to the community as a whole.

STATE OF NEW YORK

COUNTY OF St. LawrenceCOURT Justice Stockholm

THE PEOPLE OF THE STATE OF NEW YORK

vs.

Certificate of
DispositionScott Mulverhille

Defendant(s)

I certify that the above named defendant having appeared before this Court charged with the offense(s) of Hunting without light ^{EC 11-090 sub 4(b)} Shooting from Public Highway ^{11-0931 sub 4(a)} in violation of section(s) ECL Law of the State of New York, and a proper request for official statement of disposition having been received, this is to certify that the charge(s) aforesaid were, on the 15th day of November, 192002, disposed of by:

Civil Com promise

and that the defendant was sentenced:

Hunting w/out. light Fine 1000.00 +250 civil comp
Shooting from a pub. Highway Fine 300.00 +250 1. 1"

Neather Sweeney
 Judge / Clerk

NOTE: A copy of the request should be filed with this certificate in the court's records of the case.

CAUTION: This information must not be divulged where a seal order under CPL § 160.50 has issued or where the defendant has been adjudicated a youthful offender.

Copies should be sent to the following: _____ Court, _____ Defendant, _____ Agency, _____ District Attorney

State of New York • Department of Environmental Conservation
FOR COURT USE

**ENVIRONMENTAL CONSERVATION
APPEARANCE TICKET**

EC 002838 3

LAST NAME *[REDACTED]* FIRST NAME *SAH* M.I. *M*

POLICE AGENCY *DE*

SHORT LICENSE NUMBER

PERMIT ☐ NUMBER TYPE FACILITY ID NUMBER

People of the State of New York Versus Defendant, the Undersigned Officer
Accuses the Defendant of the Following Offense Committed on:

WEEKDAY DATE OF OFFENSE TIME

LOCATION ON/AT *ELLIS RD*

INCEP of *Shackleton* CO. of *St. Lawrence* LOCATION CODE *4580*

INVIOLATION OF *Regl* ☐ *ENVCRR* VIOL. MIS. ☐ *A* FELONY CLASS ☐

SEC. *11-531* SUB. *401* DESCRIPTION OF OFFENSE

Shooting from a public highway

Affirmed Under Penalty of Perjury (Officer's Signature) DATE OF AFFIRMATION

NDIC / ORL REG / TROOP ZONE SECTOR / STATION

OFFICER'S LAST NAME (Print) *Goulet* F. *M* BADGE / SHIELD *458*

YOU ARE HEREBY DIRECTED TO APPEAR IN THE

CITY, TOWN, VILLAGE COURT *Town of Shackleton*

ADDRESS *PO Box 206 Municipal Building*

Wilmington, NY 13697

DATE ON *11/14/02* AT *12:30 AM*

A PLEA OF GUILTY TO THIS CHARGE IS
EQUIVALENT TO A CONVICTION AFTER
TRIAL. NOT ONLY WILL YOU BE LIABLE
TO A PENALTY, BUT IN ADDITION ANY
LICENSES, STAMPS, OR PERMITS ISSUED
BY THE DEPARTMENT MAY BE REVOKED
AS PRESCRIBED BY LAW. YOUR FAILURE
TO RESPOND MAY RESULT IN A WARRANT
FOR YOUR ARREST.

41-12-32 (2/88)—9d

State of New York • Department of Environmental Conservation
FOR COURT USE

**ENVIRONMENTAL CONSERVATION
APPEARANCE TICKET**

EC 002837 2

LAST NAME *[REDACTED]* FIRST NAME *SAH* M.I. *M*

POLICE AGENCY *DE*

SHORT LICENSE NUMBER

PERMIT ☐ NUMBER TYPE FACILITY ID NUMBER

People of the State of New York Versus Defendant, the Undersigned Officer
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AS PRESCRIBED BY LAW. YOUR FAILURE
TO RESPOND MAY RESULT IN A WARRANT
FOR YOUR ARREST.

Submit written Report

Article VI .34

Obey the laws and ordinances which he is obligated to enforce

Article X-

10.1.1. Conduct which brings discredit upon the Department

.14. Violation of any duly constituted law

? ~~.20 Knowingly make a false report, written or oral~~

.51 Unlawful or unnecessary use or display of a weapon

.82 A member violating any of the provisions of this article shall be subject to disciplinary action as provided by law

JAN Mock

58-9348

#4700

Article XI

11.1



11.6. Firearms -

The indiscriminate and careless use of firearms is strictly prohibited

11.6.1 a) Unauthorized use of firearms will be cause for disciplinary action

11.7.

3- Letters. from - Citizens.

4- Letters of recommendations from fellow officers

5- Disciplinary type action

Suspend - 97 - 5- Days

207 M

General Municipal Law

Water Town

315-785-2239

Capt. ~~Rees~~ CuatH

2 - Weeks Suspension unpaid leave

Loss of 2 Weeks VACATION 2003

Loss of Hunting privileges for a minimum
of 3 years

VOLUNTARY STATEMENT

STATE OF New York
COUNTY Franklin
CITY or Town Stockholm, NY.
DATE 11/14/02 TIME 11:50 PM PLACE SP Winthrop, NY.
I, SCOTT W. MULVERHILL being duly sworn, am 35 years of age
and my address is Mandish Rd. N. Baryon NY.
Occupation Police Officer DEGREE OF EDUCATION 14 years
I have been duly warned by ENCON Forest Ranger, who has identified
himself as

that I do not have to make any statement at all, and that any statement I make may be used in evidence against me on the trial for the offense concerning which this statement is herein made. Without promise or hope of reward, without fear or threat of physical harm: I have been told I can have a lawyer, but I expressly waive all my rights to counsel before freely giving the following voluntary statement to the aforesaid person.

I would like to state that on 11/13/02 @ approx. 10:30pm I was in my Ford F150 pickup w/ my Brother Dennis Mulverhill (who was driving) and my nephew Craig St. Hilaire who was Front Seat passenger. We were driving down a road in Stockholm ^(in the Buckton Area) on a road that I don't know the name of. At one point I observed a female deer standing beside the road way. I told my brother to stop the vehicle and he did. I then grabbed my gun which was 30-06 and told my brother to stop as I could see the deer because it was so close. I then shot and the deer dropped. I ran out (about 20 yds) and pulled this deer to the road and put it in the back of the truck. My Brother then drove down the road turned right and a Forest Ranger stopped us on another Road.

I, SCOTT W. MULVERHILL can read and write and have read this statement consisting of 1 page(s) and the facts contained therein are true and correct. I have also been told that swearing to a false statement can be held against me in a court of law.
Witness: [Signature]
Witness: [Signature]
Signed by Scott W. Mulverhill
Page 1 of 1 pages.
this 14 day of November 2002
Subscribed and sworn before me

Interview with Ptlm Scott Mulverhill

DATE: 11/14/02

Participants: A/C Ronald Reyome and Sgt Vernon N Marlow Jr along with member

Member stated that he was at home not feeling well. He also states that he had taken a buck earlier in the evening legally and same was tagged and already in the back of his truck. Members cousin came over wanting to take another deer head to get mounted. Member accompanied cousin and eventually ended up back at cousins house. Member started drinking and after some time both decided to take a ride and check out some property he was thinking of purchasing for hunting purposes. The two picked up members brother who was going to drive members truck. With brother operating vehicle member in backseat and cousin in passengers front seat the three drove to North Lawrence area. During ride member realized that there was a rifle unloaded in the truck along with one shell somewhere on the console.

At some point they came upon a doe in the roadway. Member loaded rifle and shot the doe. He then placed the deceased animal in the back of his truck along with the buck that was already there tagged. A short time later vehicle was stopped by Investigating Officers with member and others still in his truck and the rifle on the floorboard concealed by a blanket.

All were removed by Investigating Officers and questioned and it was at this time that member admitted his involvement in the incident.

All were transported back to office where member gave a formal written statement admitting that he was the one that shot the deer. All were given tickets with member receiving two:

1) Hunting Deer with Artificial Lights Sec 11-0901 sub 4(b)2

2) Shooting from a Public Highway Sec 11-0931 sub 4(a)1

Both Unclassified Misdemeanors

Disposition was Civil Compromise with weapon being seized and \$1300.00 fine payable within one week.

During interview member readily admitted his involvement and voiced his willingness to abide by the finding of the Asst/Chief and accept responsibility and comply with any disciplinary action or recommendations.

If needed statements can and will be obtained from all enforcement personnel involved in the event member deviates from agreed upon sanctions.

Scott Interview:

was there not feeling well
Nephew came by wanted to bring deer-head
to be mounted. Reviewed nephew's house
Began drinking.

~~Went for ride~~ Pick up Brother the
dave. Went for ride check-out property
for possible purchase.

He in back seat - Dennis driving
Chris faced passenger seat.

Chris rode in car. One round
on console.

Saw doe in roadway ^{ELLIS RD in Stockholm 4-7.} Vch stopped
Scott loaded rifle & shot once knocking
deer down.

Scott placed deer in rear of truck
along with buck that was taken & tagged
legally earlier in day. Netted deer
gutted.

Stopped by Forest Ranger Jay Terry
& Wayne LUBOFF. Assisted by S.P. & BCT & En. Corp.
Admitted to shooting & gave written statement
HARRISBURG Forest of Wayne Williams in Stockholm
received \$1300⁰⁰ fine (civil compromise).

Two (2) unclassified misdemeanors.

- 1) Hunting deer w/ artificial light Sec 11-0901 sub 4/b/2
- 2) shooting from public Highway 11-0931 sub 4/a/1

DATE 11/14/02
Subj: Complaint received against Ptlm Scott Mulverhill
Reference: DEC violation(s)

Received courtesy phone call from S/C Sgt Rosenfield with respect to the above member being taken into custody by En-Con Officers last evening, 11/13/02, due to violating DEC regulations. Member allegedly was caught taking wild deer during the night hours along with two other family members.

Subject was thought to be in the Winthrop area and was apprehended at about 2230hrs taking deer at night and was arraigned and given a \$1300.00 fine same being a civil compromise.

Contacted Forrest Ranger Jay Terry and Wayne LaBaff [REDACTED] They reported that last evening at about 2230hrs they heard gun shots in their area and upon investigating the origin of same they discovered member in the backseat of his truck with a rifle on the floorboard. Further investigation revealed that members brother was operating his truck and a cousin was also in the vehicle. Located in the bed of the truck were two deer one buck and one doe.

All subjects were removed from vehicle and separated. Member voluntarily admitted to shooting the deer and that the other two were not responsible. A written statement was obtained and member was given two tickets and the other occupants were given one each. All were arraigned and received fines and time to make full payment. (Civil Compromise).

Investigating Officers report that member could have had his vehicle confiscated along with fines as well as weapons being seized. Member could have also faced numerous other charges but was not and it will be left at just the fines and the weapon used being seized.

Member arraigned in front of Judge Wayne Williams at Stockholm court and was charged with Hunting Deer with Artificial Lights and Shooting from a Public Highway both Unclassified Misdemeanors.

7.5.3090

Robert ~~Robert~~ ^{Robert} Supervisor

Forrest Benson

Jay Terry

Wayne - ~~Wayne~~ - (ADAF)

When:

Where:

What took place

Judge's name + #

En. on officers?

9:00 ~~What - was discussion, any alcohol, who else,~~
Don whose veh, ~~anybody present?~~

stopped within 1/2 mile of scene

10:30 p.m. - Henry shots (2) deer

took blame for shooting without statement

Deer
+
Dances
at left

could have
deer with

10 charges - 6 most 3/4 violations

was charged
with

making with flight - discharging full magazine
2 unclassified news.

Civil compromise 3-5 yrs loss license

summarized

of 4 could have been

William Williams - State Police

[Redacted]

Prior to October 9, 2003 counseling session with Asst. Chief Marlow

From March 1, 2001 to October 2, 2003 Ptl. Mulverhill took a total of 14 sick days.
10 of which were either prior to or immediately following a 3 or 4 day break.
1 other was on New Years Eve.

March 01, 2001 -- Thursday morning shift

May 4, 2001 -- Friday morning shift (1st day after a Holiday and before 4 day break)

September 26, 2001 -- Wed. afternoon shift

December 15, 2001 -- Saturday night shift (1st day back after 3 day break)

January 31, 2002 -- Thursday night shift (New Years Eve)

March 9 & 10, 2002 -- Saturday and Sunday afternoon (1st & 2nd day after 3 day break)

June 1, 2002 -- Saturday night shift (1st day back after a 3 day break)

November 12, 2002 -- Tuesday night shift (Last day before 3 day break)

February 1, 2003 -- Wed. afternoon shift (1st day back after a 4 day break)

April 2, 2003 -- Wed. afternoon shift (1st day back after a 4 day break)

June 8, 2003 -- Sunday afternoon shift (1st day after a Holiday Leave)

July 28, 2003 -- Monday night shift

October 2, 2003 -- Thursday night shift (day prior to Personal Leave and then 4 day break)

October 9, 2003 Counseled by Asst. Chief Marlow

14 - Sick Days

10 - Before or After Days off

1 - New Years Eve

OCT 2nd₀₃ Thursday - Day Before Personal/leave on Friday
then 4 Day Break (Night Shift)

July 28₀₃ Monday Night Shift

June 8₀₃ Sunday - Afternoon shift Day After Holiday

April 2nd₀₃ Wed Afternoon shift 1st Day After 4 Day Break

Feb 1₀₃ Wed Afternoon shift 1st Day After 4 Day Break

Nov 12₀₂ Tue Night shift - ^{last day} ~~1st Day~~ Before 3-Day Break

June 1st₀₂ Sat Night Shift 1st day Back After 3-Day Break

March 9 & 10₀₂ - Sat & Sunday Afternoon 1st & 2nd day Back After 3-Day Break

Jan 31₀₂ Thurs Night Shift - New Years Eve

Dec 15₀₁ Sat Night Shift 1st Day Back After 3-Day Break

Sept 26₀₁ Wed afternoon shift

May 4₀₁ Fri morning Shift 1st Day After Holiday and 6th 4-Day Break

March 1st₀₁ Thurs morning Shift

Sick time used after counseling session with Asst. Chief Marlow.

April 18, 2004 – Sunday afternoon shift

May 8, 2004 – Saturday night shift

September 8, 2004 – Wed. night shift (after 4 day break)

October 10, 2004 – Saturday night shift

January 14, 2005 – Friday night shift

February 18, 2005 – Friday night shift (last day before 4 day break)

May 3, 2005 – afternoon shift (last day before 3 day break)

May 7, 2005 – Saturday morning (after 3 day break) Was seen at the bar at the Malone Country Club, drinking beer, on May 6th, 2005 at 2000hrs. Called in a 2100hrs. Advised by other witness that he did not leave the bar until 2130hrs.

May 21, 2005 – Saturday night shift. (Called in admitted that he was drinking and wanted someone to work for him. Could not find anyone.)



POLICE DEPARTMENT
Village of Malone
2 Police Plaza
Malone, New York 12953-1601

(518) 483-2424
fax (518) 483-2426

Ronald Reyome
Chief of Police

To: Ptlm. Scott Mulverhill

From: Chief Ronald Reyome

Date: July 11, 2005

Re: Past Due Debt

I have just been informed that you are to be served civil papers for a past due debt that you owe to Arnold's Oil. The amount was over \$400.00. This is not the first time that you have been served civil papers and I am also aware of other past due debt that you have accumulated.

I have also been informed that your phone has been disconnected. Is this because of lack of payment or some other reason? Obviously as a police officer, we need to be reachable. A phone is a necessity of the job. I would like an explanation as to what is going on with your phone situation.

I will expect this matter with Arnold Oil to be resolved before your court date. You are to provide me with proof of payment and you are also to take care of any other debt that you may have.



POLICE DEPARTMENT

Village of Malone

2 Park Place

Malone, New York 12953-1601

(518)-483-2424
(518)-483-2426 FAX

Chief Gerald K. Moll
Chief of Police

Counseling Memorandum

To: Patrolman Scott Mulverhill

From: Ass't Chief Ronald E. Reyome

Date: October 26th, 2000

Re: John Y. Bower arrest AUO 3rd 08/19/00
Order for Supporting Deposition

In reference to the above, I have received your response as to why you neglected to submit a Supporting Deposition. You basically stated that you simply forgot about the request. This is not acceptable.

Your inaction on this matter has allowed an individual to walk away from charges and he will not be held accountable for his actions.

Our job does not end when an arrest is made. We need to see cases through the complete Judicial process. In the future, when this type of request or similar request are made. You are to complete them without delay.

A handwritten signature in dark ink, appearing to read "Ronald E. Reyome".

Ronald E. Reyome
Ass't Chief of Police

To: Patrolman Scott Mulverhill

From: A/C Ronald E. Reyome

Date: October 18th, 2000

RE: John Y. Bower arrest AUO 3rd 08/19/00
Order for Supporting Deposition

Judge Simays called today and advised us that he was dismissing the charges on the above individual because you failed to provide him with a Supporting Deposition that he requested on September 18th, 2000.

I need to know why a Supporting Deposition was not completed and sent over to Justice Court in a timely fashion. I also need to know why an arrest report was not completed on this subject as I checked his arrest file and found nothing pertaining to this arrest.

I will be meeting with you on the 19th to discuss this matter and will expect your reply at this time.

A/C Ronald E. Reyome

Malone Village Court
14 Elm Street
Malone, NY 12953

Andrew E. Simays
Village Justice

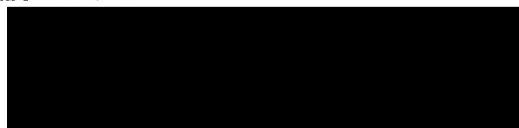
(518) 483-5210

September 18, 2000

To:

MALONE VILLAGE POLICE
2 PARK PLACE
Malone, NY 12953

Return To:



Order for Supporting Deposition

Request Date: 09/18/2000

Defendant: BOWER, JOHN Y.

Officer	Ticket #:	Date	Statute/Section	Description
MULVERHILL	LJ413200	4 08/19/00	VTL 511.1A	A.U.O.-3rd

Pursuant to CPL 100.25(2) you are ordered to provide a supporting deposition for the above stated case. The defendant or attorney whose name and address appears above must receive your deposition within 30 days of the defendant's request date. A second copy and the Affidavit of Service is to be filed with the Court. If service is by mail, so state on the affidavit.

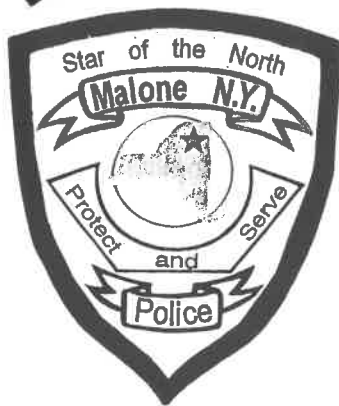
Failure to comply will result in a dismissal of the charge pursuant to 100.40(2) of the CPL.

Andrew E. Simays / det
Justice

10/18/2000

*Dismiss/no supporting
dep as requested*

*Joy Yohay
acc 10-18-00*



POLICE DEPARTMENT
Village of Malone
2 Park Place
Malone, New York 12953-1601

(518) 483-2424
(518) 483-2426 FAX

Gerald K. Moll
Chief of Police

To: Patrolman Mulverhill
From: Chief Moll
Date: 11-03-00
Ref: **Response on physical fitness test**

I noticed your response to the physical fitness test that is scheduled for Nov. 8th and that you have exercised not to take the test at this time. To say the least, I'm quite surprised. Almost two months ago, I approached you on this knowing your experience and knowledge of physical fitness and the personal goals that you've achieved. You had agreed several times to assist your fellow Officers in preparation, stated several times you didn't have a problem with the test and took the position of a role model for others to follow. Our last conversation just last week addressed the issue of you being on a scheduled vacation on the day of the test and that you agreed to come in for a few hours to assist in giving the test and that I would give you another day off to compensate that time.

It's unfortunate that you have changed your position so drastically as I'm sure that your other fellow officers were depending on your guidance. Your skills were a benefit to this Village and we didn't need to go outside the department for this expertise. I will now reach out to someone outside the department in order to fill that void that you left us with.

Obviously, under union agreement, I can not command you to fulfill the role that you offered to assist in physical fitness, nor will I be put in this situation again. I will, however, ask that you, in the future, do not offer, volunteer, or commit to anything for this department that you will not follow through with.

Chief Gerald K. Moll

cc. Village of Malone Police Committee

Need tally of members taking fitness test on above date.
 MARK YES OR NO UNDER INDIVIDUAL TEST

Name	Push ups	Sit ups	Flex	Run
Reyome				
Marlow				
Ritchie	yes	yes	yes	yes
Fleury	NO	NO	NO	NO
Fountain				
LaChance	NO	NO	NO	NO
Cox	Y	Y	Y	Y
Stone				
Collette				
D.Fountain				
Mulverhill	NO	NO	NO	NO
Durant				
Russell				
Pickreign	NO	NO	NO	NO
Smith				
Merrick				
Premo	Yes	Yes	Yes	NO



POLICE DEPARTMENT
Village of Malone
2 Park Place
Malone, New York 12953-1601

(518) 483-2424
(518) 483-2426 FAX

Gerald K. Moll
Chief of Police

To: All personnel

Date: 09-27-00

Ref: Medical & Physical Fitness Standards for Police Officers
In New York State

Over the past year or so, our department has been plagued by injuries both on the job and off the job. It is a well known medical recommendation to keep a good physical standard for this profession in order to decrease injuries.

I have researched New York State Standards through DCJS. It is recommended to conduct four separate tests. These tests are based on employee's age and outlined in the following page.

In 6 weeks, you will be required to complete all four tests. It is highly recommended that during the next six weeks, you get prepared for this test. Patrolman Mulverhill has knowledge in physical conditioning and is willing to help members. Employees are also encouraged to seek assistance from the Village Physician, personal physician or Alice Hyde Medical Center.

Test date is November 8, 2000 12 noon. Det. Fleury & Ptl. LaChance will be rescheduled at a later time due to their current medical conditions. Sit-ups, Flex & push-up tests will be conducted at the station. The 1.5 mile run will take place at the High School.

Chief Moll

**MALONE POLICE DEPARTMENT
INCIDENT REPORT**

COMPLAINANT: Tom Walbridge

ADDRESS: [REDACTED]

PHONE: [REDACTED]

RECEIVED: RER

CASE# 32-A-31

LOG: 1151

DATE/TIME: 08/20/01 0740hrs

OFFENSE: Personnel Complaint

LOCATION: Franklin Cty Fair Grounds

ASSIGNED: A/C Reyome

SUSPECT: Ptl. Scott Mulverhill

DATE/TIME:

NYSPIN ☐ YES ☐ NO

JUVENILE ENTRY ☐ YES ☐ NO

The complainant called and stated that he is employed by the Franklin County Sheriff's Department and he was told that Ptl. Mulverhill was slandering his name to two other Deputies while at the Fairgrounds. The two Deputies were Allen Cooley and Bob Fountain.

Apparently while these two were working the Fair detail, Ptl. Mulverhill spoke with them and told them that the complainant was the biggest promoter of Prison Contraband in the jail.

The complainant is very upset by this and would like to see Officer Mulverhill spoken to about his actions. RER

8/21/01

Made contact with Deputy Robert Fountain and inquired as to what was said. He stated that he was walking the Fair Grounds with Deputy Cooley and they met up with Ptl. Mulverhill. He was in plain clothes and off duty. They were all talking and somehow the discussion turned to prison contraband. This is when Ptl. Mulverhill stated that he heard that Deputy Walbridge was the biggest promoter of contraband at the jail. (See statement for further details.)

Unable to speak with Deputy Cooley at this time.

8/27/01

Made contact with Deputy Cooley and he basically stated that same as Deputy Fountain. (See statement for details.)

8/28/01

Interview Ptl. Mulverhill and he admitted to the statement and that all he told the deputies that he heard rumors that Walbridge brought contraband into the jail. I advised him that this was not professional and that if he had any allegations about a fellow law enforcement officer he should go through proper channels.

9/28/01

Ptl. Mulverhill was issued a Counseling Memorandum in regards to his actions.

All paperwork attached to C/R and given to Chief Moll for review.

Closed RER



POLICE DEPARTMENT
Village of Malone
2 Park Place
Malone, New York 12953-1601

(518) 483-2424
(518)-483-2426 FAX

Chief Gerald K. Moll
Chief of Police

To: Patrolman Scott Mulverhill

From: Ass't Chief Ronald E. Reyome

Date: September 28th, 2001

Re: Personnel Complaint 32-A-31

COUNSELING MEMORANDUM

In regards to the personnel complainant filed against used by Deputy Tom Walbridge you have been advised that your accusations and statements made about Deputy Walbridge where totally unprofessional and should have not been made.

Whether an Officer is off or on duty our standards are higher than a normal citizen and spreading innuendoes or rumors about individuals is not only unprofessional but may cause yourself and the Department to become liable in any possible litigation.

In this particular case you made allegations about a Law Enforcement Officer to his fellow Officers, which not only tarnished his reputation but may have cause him employment repercussions.

If you feel that you have information to support these allegations then the proper channels should be followed. (In this case, contact should have been made with Sheriff Pelky.)

In the future you are to refrain from making such comments as disciplinary actions will be taken

A handwritten signature in cursive script, appearing to read "Ronald E. Reyome".

Ass't Chief Ronald E. Reyome

STATE OF NEW YORK
COUNTY OF FRANK

VOLUNTARY STATEMENT

PAGE 1

DATE 8/20/01

PLACE FRANKLIN CTX JAIL

TIME STARTED 10:45 AM

I, Robert D. Fournier

am 30 years of age, born on [REDACTED]

My address is [REDACTED]

My occupation is Deputy

and degree of education is 12th

On August 9th, 2001 I was assigned to the Fair Detail with Deputy Allen Corley. Somewhere around 8:00 PM we were walking near the beer tent at the Fairgrounds. While we were walking we met up with OFFICER Scott Mulverhill. Scott was off duty and in plain clothes.

I'm not sure of how the conversation started, but Scott told us that Wally (Tom Walbridge) was the biggest promoter of CONTRABAND at the Jail, that we had. There wasn't much more said about it.

Wally (Tom Walbridge) is a Deputy at the Jail.

I have read this statement (had this statement read to me) consisting of ___ page(s) and the facts contained herein are true and correct. I have also been told and I understand that making a false written statement is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law of the State of New York.

witness: [Signature]

witness: [Signature]

*Affirmed under penalty of law this

21st day of August, 2001

Signed: [Signature]

Page 1 of 1 page(s)

Time ended: 10:55 AM

VOLUNTARY STATEMENT

STATE OF NEW YORK
COUNTY OF: Franklin

PAGE: 1
TIME STARTED: 1100

DATE: 08/23/01

PLACE: Franklin County Public Safety Building

I, Alan Cooley

MY ADDRESS IS: [REDACTED]

MY OCCUPATION IS: Correction officer

AND EDUCATION IS: 14yrs

I HAVE BEEN DULY WARNED BY: [REDACTED] WHO HAS IDENTIFIED HIM(HER)SELF AS [REDACTED] THAT I DO NOT HAVE TO MAKE ANY STATEMENT AT ALL, AND THAT ANY STATEMENT I MAKE MAY BE USED IN EVIDENCE AGAINST ME IN A COURT OF LAW, AND THAT I HAVE THE RIGHT TO TALK TO A LAWYER FOR ADVICE BEFORE MAKING THAT STATEMENT AND TO HAVE MY LAWYER PRESENT WITH ME DURING THE QUESTIONING. IF I CANNOT AFFORD A LAWYER AND WISH TO HAVE ONE, ONE WILL BE APPOINTED FOR ME. WITHOUT FEAR OR THREAT OF PHYSICAL HARM UPON ME OR ANOTHER PERSON, I FREELY VOLUNTEER THE FOLLOWING STATEMENT TO THE AFORESAID PERSON. On August 9th at approximately 1700 hrs myself and Dep. Fountain were working the fair detail at the fair grounds. While on duty we stopped at the beer stand to talk to Officer Scott Mulverhill. Mulverhill made a comment that he heard that Officer Thomas Walbridge was a source of contraband coming in the jail. End of statement.

I HAVE READ THIS STATEMENT (HAD THIS STATEMENT READ TO ME) CONSISTING OF [REDACTED] PAGE(S) AND THE FACTS CONTAINED HEREIN ARE TRUE AND CORRECT. I HAVE ALSO BEEN TOLD AND I UNDERSTAND THAT MAKING A FALSE WRITTEN STATEMENT IS PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK.

AFFIRMED UNDER PENALTY OF LAW THIS
23rd DAY OF August 19-2001

SIGNED:

Alan Cooley

WITNESS: *[Signature]*

WITNESS:

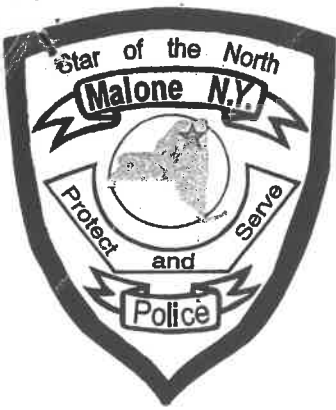
PAGE

OF

PAGE(S)

TIME ENDED:

1105



POLICE DEPARTMENT
Village of Malone
2 Park Place
Malone, New York 12953-1601

(518) 483-2424
(518) 483-2426 FAX

James E. Phillips
Chief of Police

State of New York
Town of Malone

County of Franklin
Village of Malone

*
In the Matter of Disciplinary *
Charges Brought by the Village *
of Malone against Patrolman *
Scott M. Mulverhill *

Answer admitting
charges and
Consenting to
Disposition

State of New York
County of Franklin

SS:

Scott M. Mulverhill, being duly sworn, deposes and says:

I, the undersigned, acknowledge that I have received a copy of the set of charges preferred against me by the Village of Malone and set forth in a letter to me from Mayor Joyce Tavernier dated February 6th 1997.

I waive my rights to a full hearing on the charges and acknowledge the charges being true.

I understand that by entering this Answer admitting the charges I shall receive a letter of reprimand that will become a permanent record of my personnel file, five day suspension without pay and mandatory alcohol counseling.

JAMES E. PHILLIPS
NOTARY PUBLIC IN THE STATE OF NEW YORK
NEW YORK STATE NO. 4628191
MY COMMISSION EXPIRES MAY 16, 1998

Scott M. Mulverhill
Scott M. Mulverhill

Subscribed and sworn to
before me this 11 day
of February 1997.

James E. Phillips
Notary Public

Village of Malone New York

16 Elm Street
MALONE, NEW YORK 12953

Telephone: (518) 483-4570

Scott M. Mulverhill
Constable St. Rd.
Malone, N.Y. 12953

February 6, 1997

Re: Disciplinary Charges

Dear Mr. Mulverhill,

In accordance with the provisions of Section 75 of the Civil Service Law of the State of New York, you are hereby notified that the following charges are preferred against you;

CHARGES

Charge 1 You have violated Article 10 of the Department's rules of conduct, specifically Article 10.1.7. Being absent without proper authorization;

Specification 1 On Feb. 2nd, 1997 at 12:40 am. you advised Ass't Chief Moll that you were unable to report for morning shift duty due to the flu. Just prior to calling, you were at the Jammer's Bar and your stated reasons for using sick leave was not accurate.

Charge 2 You have violated Article 10.1.1 conduct which brings discredit upon the department.

Specification 2 On Feb. 1st or into the early hours of Feb. 2nd, 1997, while at the Jammer's Bar located on Main St., Malone, N.Y. Scott M. Mulverhill did punch a window breaking same and also damaged a bathroom door.

Village of Malone New York

16 Elm Street
MALONE, NEW YORK 12953

Telephone: (518) 483-4570

You are allowed until the 10th day of March 1997, within which you may make and file your answer, in writing, to these charges. Such answer should reach the office of the undersigned, at 14 Elm St., Malone, N.Y. at or before 5:00 o'clock in the afternoon on said 10th day of March 1997. You are entitled to a hearing on the above charges and to be represented at such hearing by an attorney. You should be prepared at such hearing to present such witnesses and other proof as you may have in your defense against these charges. Such hearing will be held at 6:00 pm. in the evening on March 31st, 1997 on the first floor of the Village Offices, at 14 Elm St. Malone, N.Y. The hearing will be conducted by a hearing officer who will be duly designated for that purpose in accordance with Section 75 of the Civil Service Law of the State of New York.

If you are found guilty of the above listed charges, the penalty, or punishment imposed on you, may consist of either dismissal from service, demotion in grade and title, suspension without pay for a period not exceeding two months, a fine not exceeding \$100.00, or a reprimand.

All further notices and communications addressed to you in connection with these charges will be mailed to your latest address on record in the personnel records of this village, which is Const. St. Rd. , Malone, N.Y. unless you request in writing that the same be sent to you at a different address.

Very truly yours,



Joyce Tavernier
Mayor Village of Malone

I, SCOTT M. MULVERHILL AM EMPLOYED BY THE VILLAGE OF MALONE AS A POLICE OFFICER AND SUBMIT THE FOLLOWING INFORMATION FOR WHAT EVER PURPOSE IT MAY SERVE. I UNDERSTAND MY CIVIL SERVICE RIGHTS UNDER SECTION 75 SUB. 2 TO HAVE REPRESENTATION BY MY CERTIFIED RECOGNIZED EMPLOYEE ORGANIZATION AND THAT I WISH TO WAIVE THAT RIGHT.

I WOULD LIKE TO STATE THAT ON 02/01/97 AT ABOUT 10:00 PM I WENT TO JAMMERS ON EAST MAIN STREET TO SPEAK WITH A FEMALE FRIEND WHO WAS AT THE BAR. I HAVE BEEN SEEING THIS FRIEND FOR SOME TIME NOW AND RECENTLY HER AND I HAVE BEEN HAVING SOME PROBLEMS. WHILE AT THE BAR I ATTEMPTED TO SPEAK WITH HER AND SHE REFUSED TO SPEAK WITH ME. I BECAME UPSET WITH THIS AND WALKED OUTSIDE THE BUILDING. ONCE OUTSIDE I OBSERVED THIS PERSON LEAVE AND AT THAT TIME I TURNED AROUND AND SWUNG AT THE OUTSIDE WALL OF THE BUILDING. IN DOING THIS I STRUCK A WINDOW THAT IS PART OF THE WALL BREAKING SAME. I THEN WALKED INTO THE BAR AND WENT TO THE BATHROOM AS THERE WAS A SMALL CUT TO MY HAND AND I WANTED TO TAKE CARE OF IT. AS I ATTEMPTED TO OPEN THE DOOR TO THE BATHROOM IT SEEMED TO BE STUCK AND I THEN STRUCK IT WITH MY HAND CAUSING DAMAGE TO THAT AS WELL. AFTER THIS I THEN SPOKE WITH JEFF LAVOIE WHO IS THE OWNER OF THE BUILDING AND ADVISED HIM OF WHAT I HAD DONE AND HE STATED THAT HE WISHED TO HAVE ME PAY FOR THE DAMAGES I HAD CAUSED. I APOLOGIZED TO JEFF FOR WHAT I HAD DONE AND MY CONDUCT AND ADVISED HIM THAT I WOULD TAKE CARE OF THE DAMAGES AND HE AGREED TO HAVE THE WINDOW AND DOOR REPLACED AND I WOULD PAY FOR SAME.

AFTER SPEAKING WITH JEFF I THEN WENT TO A PHONE AND CALLED A/C MOLL AT OUR STATION AND ADVISED HIM THAT I WAS SICK AND WOULD NOT BE IN FOR MY TOUR OF DUTY AT 0400 HRS. ON 02/02/97 I AGAIN CONTACTED JEFF LAVOIE AND AGAIN APOLOGIZED FOR MY CONDUCT AND ADVISED HIM THAT I WOULD TAKE CARE OF THE DAMAGES I CAUSED AND HE AGREED. I THEN WENT TO CHIEF PHILLIPS RESIDENCE TO INFORM HIM OF WHAT HAD TAKEN PLACE AND THAT I KNEW THAT WHAT I DID WAS WRONG AND WANTED TO TAKE CARE OF THIS SITUATION WITHOUT HAVING TO HAVE HIM HEAR ABOUT IT FROM OTHER PERSONS.

I HAVE READ THIS STATEMENT CONSISTING OF 1 PAGE AND THE FACTS CONTAINED HEREIN ARE TRUE AND CORRECT. I HAVE ALSO BEEN ADVISED OF MY RIGHTS UNDER SECTION 75 SUB. 2 OF THE CIVIL SERVICE LAW. I UNDERSTAND THAT MAKING A FALSE WRITTEN STATEMENT IS ALSO PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW OF THE STATE OF NEW YORK.

*AFFIRMED UNDER PENALTY OF LAW
THIS 3RD DAY OF FEBRUARY, 1997

SIGNED: *PH. Scott M. Mulverhill*

WITNESS:



POLICE DEPARTMENT

Village of Malone

2 Park Place
Malone, New York 12953-1601

(518) 483-2424
(518) 483-2426 FAX

James E. Phillips
Chief of Police

State of New York
Town of Malone

County of Franklin
Village of Malone

In the Matter of Disciplinary *
Charges Brought by the Village *
of Malone against Patrolman *
Scott M. Mulverhill *

Answer admitting
charges and
Consenting to
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State of New York
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Scott M. Mulverhill

Subscribed and sworn to
before me this ____ day
of February 1997.

Notary Public

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Charge 2

You have violated Article 10.1.1 conduct which brings discredit upon the department.

Specification 2

On Feb. 1st or into the early hours of Feb. 2nd, 1997, while at the Jammer's Bar located on Main St., Malone, N.Y. Scott M. Mulverhill did punch a window breaking same and also damaged a bathroom door. statement.

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