

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. **TA 14-1028-17**

Date of Adoption **OCTOBER 28, 2014**

APPROVED AS TO FORM AND LEGALITY ON THE BASIS OF FACTS SET FORTH BY

Legislative Research Officer

PRESENTED BY COUNCIL MEMBER **FREDERIC**

SECONDED BY **COX**

RESOLUTION APPROVING THE SETTLEMENT AGREEMENT OF THE MATTER OF AMANDA KOONTZ VS. TOWNSHIP OF IRVINGTON, ET AL.

WHEREAS, the matter of Amanda Koontz v. Township of Irvington, was filed in the Superior Court of New Jersey, Docket No. ESX-L-4503-12; and

WHEREAS, the Township of Irvington Administration and the Municipal Council deem it in the best interest to bring this matter to a resolution, thus saving the Township further expense in the defense thereof and curtailing any excessive liability that could result from this litigation which would include the awarding of attorneys fees in excess of this proposed settlement; and

WHEREAS, the Office of the Township Attorney has reviewed, monitored and consulted with counsel and all relevant municipal officials and pursuant thereto recommend that this matter be concluded:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it hereby agrees to the following settlement terms and authorizes the Office of the Township Attorney to negotiate a settlement agreement with Counsel for Amanda Koontz ("Plaintiff") based upon the following terms:

1. Payment of Eighty two thousand (\$82,000.00) dollars based upon a payment schedule as agreed upon by the parties.
2. Plaintiff will continue to receive her current salary at the gross rate of \$2,646 per week, less applicable withholdings, for a period of twenty-six (26) weeks while on FMLA leave and extended leave, from October 31, 2014 up to and including April 30, 2015, her retirement date, for a total gross pay of sixty-eight thousand seven hundred and ninety-six (\$68,796.00) dollars.
3. The Township will provide to Plaintiff terminal pay consistent with the Collective Negotiations Agreement, upon her retirement on April 30, 2015 in the amount of one hundred thousand five hundred and eight dollars and eighty-four cents (\$100,508.84) in Retirement Benefits within fifteen (15) days of her retirement date.
4. Plaintiff will be entitled to receive health benefits until age 65, in accordance with the law, if she so elects to receive them.
5. Plaintiff agrees to fully release the Township from any and all claims against the Township related to this matter or any other matter during her employment with the Township.

BE IT FURTHER RESOLVED that this matter is hereby concluded with absolutely no admission of liability on behalf of the Township of Irvington, its Police Department or any agents, officers or personnel; and

BE IT FURTHER RESOLVED that the settlement funds will be processed through D&H Alternative Risk Solutions, the Township's third party liability administrator.

RECORD OF COUNCIL VOTE

X = Indicates Vote N.V. = No Vote A.B. = Absent

COUNCIL MEMBER	YES	NO	N.V.	A.B.	COUNCIL MEMBER	YES	NO	N.V.	A.B.
BURGESS, 1ST VICE PRESIDENT	X				JONES, 2ND VICEPRESIDENT	X			
COX	X				LYONS	X			
HUDLEY	X				FREDERIC, PRESIDENT	X			
INMAN			X						

PRESIDENT OF COUNCIL *[Signature]* MUNICIPAL CLERK *[Signature]* DATE **OCT 28, 2014**

I hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Municipal Council. In witness whereof I have hereunto set my hand and the Corporate Seal of the Township of Irvington.

MUNICIPAL CLERK *[Signature]* DATE **OCT. 28, 2014**

~~BAD~~ BLDG ~~CFD~~ COURT ~~DHS~~ DHW ~~DPW~~ ENG ~~FIRE~~ INIC ~~JUDGE~~ LIBR ~~LICEN~~ LEGAL ~~MAYOR~~ OCDP~DIR ~~OCDP~AD~~ P&R ~~PAYROLL~~ POL~DIR ~~POL~CF~~ PURCH ~~SEC~PB/BA~~ TAX ~~TAX~AS~~ TAX~COL ~~TRAFFIC~~ UEZ ~~ZONING~OFF~~ DLGS ~~GNCD~~ OTHER(S):