

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 219-08-2022

RESOLUTION AUTHORIZING VOLUNTARY DEDUCTION OF EMPLOYEE EARNED PAID TIME OFF IN LIEU OF MONETARY PAYMENT TO RESOLVE OVERPAYMENT OF WAGES IN 2020 IN CONNECTION WITH THE AFFORDABLE HOUSING TRUST FUND (COAH)

WHEREAS, during Calendar Year 2020, Louis M. Belasco (employee) received an overpayment of wages from the City of Cape May ("City"), in the amount of \$16,314.99; and

WHEREAS, to address the overpayment of wages, Employee authorizes the City to deduct thirty-seven (37) days from Employee's accumulated and earned paid time off. This deduction is made voluntarily pursuant to an agreed upon plan for the City to recover funds that were distributed from the Affordable Housing Trust Fund in 2020 and pursuant to the attached *Acknowledgement & Authorization for Voluntary Deduction of Employee's Earned Paid Time Off in lieu of Monetary Payment*, attached hereto as EXHIBIT A and incorporated herein by reference; and

WHEREAS, the deduction will consist of five (5) earned vacation days and thirty-two (32) earned sick days that Employee has accumulated with the City to date and based on the employee's hourly rate. This deduction will result in the City recovering \$16,729.92 as reimbursement for the aforementioned overpayment of wages; and

WHEREAS, pursuant to the Acknowledgement, this deduction is not to be construed as any admission of fault or wrongdoing; and

WHEREAS, the Cape May City Council, with input from the City Solicitor and Labor Counsel, has thoroughly discussed and considered this matter, and believes it is in the best interest of the City of Cape May to resolve the within matter pursuant to the terms of the Acknowledgment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Cape May as follows:

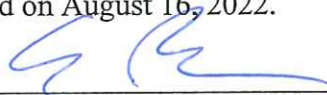
1. The averments of the preamble are incorporated by reference.
2. The City Council hereby authorizes the execution of the attached *Acknowledgement & Authorization for Voluntary Deduction of Employee's Earned Paid Time Off in lieu of Monetary Payment*, attached hereto as EXHIBIT A and incorporated herein by reference.
3. The terms of the acknowledgement and authorization are as follows:

To address the overpayment of wages, the City and the Employee acknowledge and agree to a deduction of thirty-seven (37) days from Employee's accumulated and earned paid time off. This deduction is made voluntarily pursuant to an agreed upon plan for the City to recover funds that were distributed from the Affordable Housing Trust Fund in 2020. This deduction is not to be construed as any admission of fault or wrongdoing.

The deduction will consist of five (5) earned vacation days and thirty-two (32) earned sick days that Employee has accumulated with the City.

4. The appropriate City officials are hereby authorized to take all steps necessary to consummate this settlement.
5. This Resolution shall take effect immediately, according to law.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on August 16, 2022.



Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Baldwin	X				X	
Meier	X					
Sheehan		X				
Yeager	X					X
Mullock	X					

Cc: City Manager
Payroll

**ACKNOWLEDGEMENT & AUTHORIZATION FOR
VOLUNTARY DEDUCTION OF EMPLOYEE'S EARNED PAID TIME OFF
IN LIEU OF MONETARY PAYMENT**

Louis M. Belasco, hereinafter referred to as the "Employee", acknowledges that, during Calendar Year 2020, Employee received an overpayment of wages from the City of Cape May ("City"), in the amount of \$16,314.99.

To address the overpayment of wages, Employee hereby authorizes the City to deduct thirty-seven (37) days from Employee's accumulated and earned paid time off. This deduction is made voluntarily pursuant to an agreed upon plan for the City to recover funds that were distributed from the Affordable Housing Trust Fund in 2020. This deduction is not to be construed as any admission of fault or wrongdoing. The deduction will consist of five (5) earned vacation days and thirty-two (32) earned sick days that Employee has accumulated with the City as of the date of this executed Acknowledgement & Authorization.

In the event Employee's employment with the City is terminated for any reason other than retirement, any remaining balance of Employee's required reimbursement to the City will be deducted from Employee's vacation and sick leave balances, prior to Employee receiving any post-employment payment for accrued and unused paid time off. If Employee is not entitled to a payment for accrued sick leave, the remaining balance of Employee's required reimbursement to the City will be deducted from Employee's vacation leave balance, prior to Employee receiving any post-employment payment for accrued and unused paid time off.

In the event the deductions referenced in the above paragraph do not satisfy the balance of Employee's required reimbursement, Employee agrees to make twelve (12) monthly payments to the City until the total reimbursement amount is repaid. The twelve (12) monthly payments shall be calculated as one-twelfth (1/12) of Employee's remaining balance, as of the last date of

employment with the City. Employee's monthly payment(s) shall be due on the last business day of each month. Employee acknowledges and agrees that, in the event Employee fails to cure any missed monthly payments within twenty (20) days, the City shall have the right to seek all available relief and remedies, including the enforcement of this Acknowledgment & Authorization, by filing an action in the Superior Court of New Jersey, Cape May County Vicinage.

As of this date, Employee's hourly rate with the City is \$56.52 per hour. Employee agrees and understands that the City is deducting a total of thirty-seven (37) days from Employee's accumulated and earned paid time off. This deduction results in the City recovering \$16,729.92 as reimbursement for the aforementioned overpayment of wages.

Upon the full deduction of the entire earned paid time off, the City will: (a) reimburse the Affordable Housing Trust Fund in the amount of \$16,314.99; (b) seek no further payment or deduction of earned paid time off from Employee; and (c) indemnify, defend, and hold Employee harmless from any claims by third-parties related to payments made from the Affordable Housing Trust Fund in 2020 and arising out of or incidental to Employee's employment with the City pursuant to Section 32 of the City Code.


Louis M. Belasco

Dated: 8/17/22


City Manager

Dated: 8/17/22