

**LINWOOD COMMON COUNCIL  
CAUCUS AGENDA  
February 11, 2026  
6:00 P.M.**

**NOTICE OF THIS MEETING HAS BEEN PUBLISHED  
IN ACCORDANCE WITH THE REQUIREMENTS OF  
THE OPEN PUBLIC MEETINGS ACT.**

1. Roll Call                    Mayor Matik \_\_\_\_\_      Mrs. Albright \_\_\_\_\_      Mr. Kelly \_\_\_\_\_  
   Mr. Levinson \_\_\_\_\_      Mr. Michael \_\_\_\_\_      Mr. Salerno \_\_\_\_\_  
   Mr. Walcoff \_\_\_\_\_      Mr. Ford \_\_\_\_\_  
  
   Professionals:      Mr. Youngblood \_\_\_\_\_      Mr. Polistina \_\_\_\_\_      Mrs. Napoli \_\_\_\_\_
2. Approval of Minutes Without Formal Reading
3. Mayor's Report
4. Councilwoman Albright
  - A. Planning, Engineering, & Development
    1. Resolution authorizing Change Order No. 1 – Final with Sout State, Inc with regard to the resurfacing of Barr Avenue
5. Councilman Kelly
  - A. Neighborhood Services
6. Councilman Levinson
  - A. Revenue & Finance
    1. Resolution canceling prior year taxes on 214 Barr Avenue previously qualified for veterans' tax-exempt status and subsequently sold
    2. Resolution canceling taxes of disabled veteran at 411 Danielle Drive
7. Councilman Michael
  - A. Public Safety
    1. Resolution honoring John Moran
8. Councilman Walcoff
  - A. Public Works
9. Council President Ford
  - A. Administration
    1. Resolution authorizing a Raffle License to Mainland Crew Association
    2. Resolution awarding a Non-Competitive Contract for Professional Services to AtlantiCare Behavioral Health for the Employee Assistance Program
10. Solicitor's Report

**LINWOOD COMMON COUNCIL  
AGENDA OF REGULAR MEETING  
February 11, 2026**

**CALL TO ORDER**

**NOTICE OF THIS MEETING HAS BEEN  
PUBLISHED IN ACCORDANCE WITH THE  
REQUIREMENTS OF THE OPEN PUBLIC MEETINGS ACT.**

**FLAG SALUTE:** Councilman Todd Michael

**ROLL CALL**

**APPROVAL OF MINUTES WITHOUT FORMAL READING**

**PRESENTATION**

Honorary Resolution for John Moran

**ORDINANCE  
2 OF 2026**

<i><b>FIRST READING:</b></i>	<i><b>February 11, 2026</b></i>
<i><b>PUBLICATION:</b></i>	<i><b>February 17, 2026</b></i>
<i><b>PASSAGE:</b></i>	<i><b>February 25, 2026</b></i>

**RESOLUTIONS**

**48-2026** A Resolution awarding a Non-Competitive Contract for Professional Services to AtlantiCare Behavioral Health for the Employee Assistance Program

**RESOLUTIONS WITHIN CONSENT AGENDA**

All matters listed under item, **Consent Agenda**, are considered to be routine by City Council, and will be enacted by one motion in the form listed. Any items requiring expenditure are supported by a Certification of Availability of Funds and any item requiring discussion will be removed from the Consent Agenda and discussed separately. All Consent Agenda items will be reflected in full in the minutes.

<b>44-2026</b>	A Resolution authorizing the issuance of a Raffle License, #2026-06, to Mainland Crew Association
<b>45-2026</b>	A Resolution authorizing the cancelation of prior year property taxes for Block 136 Lot 1 previously qualified for Veterans' tax-exempt status and subsequently sold
<b>46-2026</b>	A Resolution authorizing the cancelation of taxes of a Disabled Veteran for Block 122 Lot 6 located at 411 Danielle Drive in the Cit of Linwood
<b>47-2026</b>	A Resolution authorizing Change Order No. 1 – Final with Sout State, Inc with regard to the resurfacing of Barr Avenue

**APPROVAL OF BILL LIST: \$**

**MEETING OPEN TO THE PUBLIC**

**FINAL REMARKS BY MAYOR AND COUNCIL**

**ADJOURNMENT**

# Resolution

## City of Linwood, New Jersey

### A RESOLUTION HONORING JOHN MORAN

**WHEREAS, JOHN MORAN** has been employed by the Linwood Police Department for the past twenty-three years; and

**WHEREAS, JOHN MORAN** commenced his employment with the Linwood Police Department as a Dispatcher on February 2, 2001 and was later hired as a Patrolman on July 27, 2004 and subsequently promoted to Sergeant on July 27, 2020; and

**WHEREAS, JOHN MORAN** throughout his years of service, has always demonstrated a continuing commitment and strong dedication to the City of Linwood and its residents to preserve law enforcement for the benefit of all; and

**WHEREAS, JOHN MORAN** will retire from employment from the Linwood Police Department on January 31, 2026;

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Common Council of the City of Linwood, on behalf of all of the citizens of Linwood, congratulate, acknowledge, and commend **JOHN MORAN** for his exemplary service and dedication to the City of Linwood and its residents;

**BE IT FURTHER RESOLVED**, that the Mayor and Common Council of the City of Linwood extend their best wishes and the best wishes of all the residents of the City of Linwood to **JOHN MORAN** upon his retirement.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing Resolution was unanimously adopted at a Regular Meeting of the Linwood City Council this 28th day of January 2026.

\_\_\_\_\_  
Darren Matik, Mayor

\_\_\_\_\_  
Blair Albright

\_\_\_\_\_  
Kenneth Kelly

\_\_\_\_\_  
Matt Levinson

\_\_\_\_\_  
Todd Michael

\_\_\_\_\_  
Michael Salerno

\_\_\_\_\_  
Adam Walcoff

\_\_\_\_\_  
Eric Ford, Council President

\_\_\_\_\_  
Joseph L. Youngblood, Jr., City Solicitor

\_\_\_\_\_  
Leigh Ann Napoli, Municipal Clerk

**RESOLUTION No. 44, 2026**

A RESOLUTION AUTHORIZING THE ISSUANCE OF A RAFFLE LICENSE, #2026-06, TO  
MAINLAND CREW ASSOCIATION

**WHEREAS**, Mainland Crew Association has applied for a Raffle License to conduct games on March 24, 2026, March 31, 2026, April 7, 2026, April 14, 2026, April 21, 2026, April 28, 2026, May 5, 2026, and May 12, 2026; and

**WHEREAS**, Mainland Crew Association has fulfilled all of the requirements and met all qualifications for such a license, including but not limited to obtaining a Registration Identification Number, that number being 257-4-42141;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that a Raffle License be issued to Mainland Crew Association and that the Clerk be authorized to sign any documentation deemed necessary or useful.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 11th day of February, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of February, 2026.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_



New Jersey Office of the Attorney General

Division of Consumer Affairs
Legalized Games of Chance Control Commission
124 Halsey Street, 6th Floor, P.O. Box 46000
Newark, New Jersey 07101
(973) 273-8000

Application for a Raffle License

Application No. RA 06-2026
Identification No. 257-4-42141

Submit four (4) copies of this application to the Municipal Clerk's office in the municipality where the games will be conducted.

Please print clearly.

Name of municipality: City of Linwood

Part A - General

- 1. Name of applying organization: Mainland Crew Association
2a. Street address of headquarters: 1301 Oak Avenue, Linwood, NJ 08221
b. Mailing address (if different): PO Box 108 Linwood, NJ 08221

3. A license is requested to conduct raffles of the kind stated on the date, or on each of the dates, and during the hours listed (use a separate application for each type of raffle).

Table with 4 columns: Date, Hours, Date, Hours. Contains entries for March 24, 31, April 7, 14, 21, 28, May 5, 2026 and May 12, 2026, all with 7pm - 9pm hours.

4a. Address of place where raffles will be played: 1301 Oak Avenue, Linwood, NJ 08221

b. Does the applicant own the premises or regularly occupy them for its general purposes? [X] Yes [ ] No

5. If raffles equipment is to be rented, attach a statement by the raffles equipment lessor to this application on Form 13.

Part B - Schedule of Expenses

The items of expense intended to be incurred or paid in connection with the games listed in this application, the names and addresses of the persons to whom each item is to be paid, and the purpose for which each item is to be paid, are:

Table with 3 columns: Item of Expense, Name and address of supplier, Purpose. Lists five gift certificates from various Somers Point, NJ establishments for prizes.



**Part E - Officers of Applicant**

(1) Office	Name of officer	Age
President	Jon Barnhart	50

Residence address	Telephone No. (include area code)
5 Jack Sloan Court, Northfield, NJ 08225	Day 6098396890 Evening

(2) Office	Name of officer	Age
Vice President	Bill Carlton	51

Residence address	Telephone No. (include area code)
5 Cherrywood Court, Northfield, NJ 08225	Day 6094329611 Evening

(3) Office	Name of officer	Age
Secretary	Megan Werber	48

Residence address	Telephone No. (include area code)
202 Davis Avenue Northfield, NJ 08225	Day 6092043817 Evening

(4) Office	Name of officer	Age
Treasurer	Scott Sarraiocco	50

Residence address	Telephone No. (include area code)
2412 Shepherd Circle Northfield, NJ 08225	Day 6092260941 Evening

**Part F - Members of Applicant who will be in charge of the games**

Name of member in charge	Residence address	Telephone No. (include area code) Day / Evening	Age
Jon Barnhart	5 Jack Sloan Court Northfield, NJ 08225	6098396890 /	50
		/	
		/	
		/	
		/	

**Part G - Members of Applicant who will assist in conducting the games**

Name of member	Residence address	Age
N/A		

**Part H - Names of other organizations whose members will assist in conducting the games**

Name and address of organization	How related	Identification No.
N/A		

**Part I - Statement of Applicant and member(s) in charge**

State of New Jersey

} ss.

County of Atlantic

We do hereby each make the following statement, under oath, with respect to the foregoing application:

1. The applicant (is) (is not) limited in its activities to the furtherance of one or more authorized purposes as defined in the Raffles Licensing Law.
2. Prior to the issuance of any license to it to conduct games of chance, the applicant was actively engaged in serving one or more "authorized purposes."
3. The applicant has received and used, and in good faith expects to continue to receive and use, to further one or more authorized purposes, funds from sources other than games of chance.
4. The conduct of the games on the occasion or occasions for which this application is made will be to raise and devote the entire net proceeds to the authorized purpose described in the application.
5. For each occasion for which a license is sought, one or more of the members listed who are familiar with the Raffles Licensing Law and the Rules and Regulations, will be in full charge of, and primarily responsible for, the conduct of the games.
6. No commission, salary, compensation, reward or recompense will be paid to any person for holding, operating or conducting or assisting in the holding, operation or conducting, of the games, except to bookkeepers or accountants for professional services not exceeding the amounts fixed by the Schedule of Fees, as well as the compensation for the Licensed Compensated Workers pursuant to N.J.A.C. 13:47-6A. No prize may be offered and given in cash, except as otherwise provided by the Raffles Licensing Law (N.J.S.A. 5:8-50 et seq.). If a cash prize under certain circumstances is permitted by the law, the amount of the cash prize may not exceed the limits prescribed by the Raffles Licensing Law.
7. All statements in the foregoing application are true.

Sworn and subscribed to before me this

21 day of January, 2026.

Scott Storz

Notary Public (Print name)

[Signature]

Signature of Notary Public

Scott D. Storz  
Atty at Law State of NJ



Signature of Officer and Title

[Signature]

Signature of Member-in-Charge

[Signature]

Signature of Member-in-Charge

Signature of Member-in-Charge

Signature of Member-in-Charge

If more space is needed in any section of this application, insert extra sheets of paper.

Applicant's registration slip from the *Legalized Games of Chance Control Commission* must be presented to the Municipal Clerk with this application.

Pursuant to N.J.S.A. 5:8-6, a Legalized Games of Chance Control Commission Registration is hereby issued to:

Effective date: 03/25/2026

Expiration date: 03/25/2028

Registration identification: 257-4-42141

MAINLAND CREW ASSOCIATION  
PO BOX 108  
LINWOOD, NJ 08221



*New Jersey Office of the Attorney General*  
Division of Consumer Affairs  
Legalized Games of Chance Control Commission  
Registration

Neither registration nor the assignment of an identification number shall entitle any organization to hold, operate or conduct, or assist in the holding, operating or conducting of, any game or games of chance without the approval of the issuing authority of the municipality in which the game or games are to be held, operated or conducted.

Name of organization on application and license must be the same as it appears on this registration. This Registration Certificate may only be utilized by the above-named organization.

Mail to: MAINLAND CREW ASSOCIATION  
PO BOX 108  
LINWOOD, NJ, 08221  
Attn:

A handwritten signature in cursive script that reads "Karin K. Sage".

Karin K. Sage, Secretary  
Legalized Games of Chance Control Commission



# MAINLAND CREW ASSOCIATION 2026 DINNER CLUB RAFFLE

ID #257-4-42141 RL # 2026-??

TICKET:

ALL PROCEEDS TO BENEFIT MRHS ROWING PROGRAM

MARCH						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
	8	9	10	11	12	13
	15	16	17	18	19	20
	22	23	24	25	26	27
	29	30	31			

MAY						
S	M	T	W	TH	F	S
					1	2
	3	4	5	6	7	8
	10	11	12	13	14	15
	17	18	19	20	21	22
	24	25	26	27	28	29
	31					

APRIL						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
	12	13	14	15	16	17
	19	20	21	22	23	24
	26	27	28	29	30	

**\* \$20 per ticket / Every ticket can win EVERY WEEK!**

**\* PRIZE - \$50 restaurant gift certificate**

\*Random drawing of winning numbers will take place on Tuesdays at 7:30PM from 3/24/2026 thru 5/12/2026 during the Mainland Rowing Parent Association Meeting held at Mainland Regional High School.

\*All tickets eligible to win each week. 5 Winners Weekly!

\* No substitution of the offered prize allowed

\* Winner does not need to be present & will be notified

TEAR HERE

NAME: _____ ADDRESS: _____ SOLD BY: _____ <b>MAINLAND CREW ASSOCIATION</b> <b>2026 DINNER CLUB RAFFLE (\$20.00 PER TICKET)</b>	PHONE: _____ EMAIL: _____  <b>TICKET #:</b> _____ ID #257-4-42141 RL # 2026-??
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**RESOLUTION No. 45, 2026**

A RESOLUTION AUTHORIZING THE CANCELLATION OF PRIOR-YEAR PROPERTY TAXES ON REAL PROPERTY PREVIOUSLY QUALIFIED FOR VETERANS' TAX-EXEMPT STATUS AND SUBSEQUENTLY SOLD

**WHEREAS**, Block 136 Lot 1 known as 214 Barr Ave in the taxing district of the City of Linwood previously held a 100% tax exempt veterans' status and has been sold and is no longer tax exempt; and

**WHEREAS**, the cancelation of previously exempt taxes is now required;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood, that the Tax Collector is hereby authorized, empowered and directed to cancel the 2025 first quarter taxes in the amount of \$2,280.87 and the 2025 second quarter taxes in the amount of \$2,280.86, for a total amount of \$4,561.73, for Block 136, Lot 1 in the City of Linwood.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 11th day of February, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of February, 2026.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

**RESOLUTION No. 46, 2026**

A RESOLUTION AUTHORIZING THE CANCELATION OF TAXES OF A DISABLED VETERAN FOR BLOCK 122 LOT 6 LOCATED AT 411 DANIELLE DRIVE IN THE CITY OF LINWOOD

**WHEREAS**, Timothy A. Anderson is the owner of Block 122 Lot 6 located at 411 Danielle Drive in the taxing district of the City of Linwood; and

**WHEREAS**, Timothy A. Anderson made application to the Tax Assessor of the City of Linwood for property tax exemption as a permanently disabled veteran and the Tax Assessor for the City of Linwood granted the exemption for Timothy A. Anderson as of January 7, 2026; and

**WHEREAS**, the Tax Collector must cancel and remove the 2026 1st and 2<sup>nd</sup> quarter taxes;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that the Tax Collector is hereby authorized, empowered and directed to cancel the 2026 1<sup>st</sup> & 2<sup>nd</sup> quarter taxes for the property known as Block 122 Lot 6 assessed in the name of Timothy A. Anderson.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 11th day of February, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of February, 2026.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

## City of Linwood Assessment Department

400 Poplar Ave  
Linwood, NJ 08221  
609-926-7973, [dhesley@linwoodcity.org](mailto:dhesley@linwoodcity.org)

January 26, 2026

Timothy Alan Anderson  
411 Danielle Dr  
LINWOOD, NJ 08221

Dear Property Owner:

The application you submitted for a totally disabled veteran exemption has been approved. I have informed the Tax Collector and the Municipal Clerk and have asked they prepare a resolution to refund taxes back to the date of the filing (January 7, 2026).

The exemption begins at the time of filing. However, you may be eligible for a further refund back to the date the VA declared your disability (8-11-2025). The City of Linwood has an ordinance stating the governing body may refund taxes (for disabled veterans and surviving spouses) after a formal written request has been made for a refund up to a maximum 24-month period depending on eligibility date.

You must make the request in writing and address it to "Mayor and Council of the City of Linwood". State that you wish to receive a refund for the period of 8/11/2025 through the present day. (date the VA declared 100% disability)

Include the following information: Timoth Alan Anderson, 211 Danielle Dr., Linwood NJ 08221, Block - 122 Lot - 6

You must forward the request to the Municipal Clerk, Leigh Ann Napoli, [lnapoli@linwoodcity.org](mailto:lnapoli@linwoodcity.org) or in-person at Linwood City Hall, 400 W. Poplar Ave, Linwood, NJ 08221. If you have any questions regarding the refund, you may contact the Tax Collector, Silvia Washington at [swashington@linwoodcity.org](mailto:swashington@linwoodcity.org).

Thank you for your service!

Respectfully,

Diane R. Hesley, CTA  
City of Linwood Assessment Department

cc: L Napoli, Municipal Clerk  
S Washington Tax Collector

**RESOLUTION No. 47, 2026**

A RESOLUTION APPROVING CHANGE ORDER NO. 1 - FINAL WITH SOUTH STATE, INC. WITH REGARD TO THE RESURFACING OF BARR AVENUE

**WHEREAS**, Change Order No. 1 - Final with South State, inc. with regard to the Resurfacing of Barr Avenue has been submitted for review and approval; and

**WHEREAS**, recommendations have been made to authorize the Change Order which will result in a decrease of the total contract price in the amount of \$9,895.34 in accordance with the attached Change Order incorporated herein and made part hereof;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that Change Order No. 1 - Final with South State, inc. regarding the Resurfacing of Barr Avenue be and is hereby authorized and approved;

**BE IT FURTHER RESOLVED**, by the Common Council of the City of Linwood that the Mayor be and is hereby authorized and directed to execute Change Order No. 1 - Final with regard to the above referenced project.

**BE IT FURTHER RESOLVED**, that this Resolution is contingent upon a Certification of Availability of Funds from the Chief Financial Officer of the City of Linwood.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 11th day of February, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of February, 2026.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

**NEW JERSEY DEPARTMENT OF TRANSPORTATION  
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT  
CHANGE ORDER NUMBER 1 - FINAL  
STATE AID PROJECT**

<b>Project</b>	<u>Resurfacing of Barr Avenue</u>
<b>Municipality</b>	<u>City of Linwood</u>
<b>County</b>	<u>Atlantic</u>
<b>Contractor</b>	<u>South State, Inc.</u>

**In accordance with the project Supplementary Specification, the following are changes in the contract.**  
**Location and Reason for Change:**  
 Change Order No. 1 - Final addresses the as-built quantity adjustments required for the completion of the project, and the addition of Supplemental Item S1 for an emergency sewer lateral repair resulting from concrete work.

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Price</u>	<u>Amount</u>
5	Excavation, Unclassified	- 88 CY	\$25.00	- \$2,200.00
6	DGA, Base Course, Variable Thickness	- 38 CY	\$60.00	- \$2,280.00
8	HMA, 12.5M64 Surface Course, 2" & Variable	+ 48.42 TON	\$105.00	+ \$5,084.10
15	Concrete Vertical Curb	+ 8 LF	\$37.00	+ \$296.00
16	Concrete Sidewalk, 4" Thick	- 26 SY	\$95.00	- \$2,470.00
17	Concrete Driveway Apron, 6" Thick	- 12 SY	\$100.00	- \$1,200.00
21	Traffic Directors, Flaggers	- 40 HOUR	\$93.33	- \$3,733.20
S1	540 Barr Ave Emergency Lateral Repair	+ 1 LS	- \$3,392.24	- \$3,392.24

Amount of Original Contract	\$ 229,472.35	Extra	\$ 5,380.10
Adjusted Amount Based on Change Order 1 - Final	\$ 219,577.01	Supplemental	\$ - 3,392.24
		Reduction	\$ - 11,883.20
		Total Change	\$ - 9,895.34

% Change in Contract  
 [(+) Increase or (-) Decrease]      - 4.31 %

*CJK*

02/05/26

\_\_\_\_\_  
 (Engineer)

\_\_\_\_\_  
 (Date)

Approved: \_\_\_\_\_  
 (District Manager)  
 (Bureau of Local Aid)      \_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Presiding Officer)

\_\_\_\_\_  
 (Date)

  
 \_\_\_\_\_  
 (Contractor)

2-6-2026  
 (Date)

**RESOLUTION No. 48, 2026**

A RESOLUTION AWARDING A NON-COMPETITIVE CONTRACT FOR PROFESSIONAL SERVICES TO ATLANTICARE BEHAVIORAL HEALTH FOR THE EMPLOYEE ASSISTANCE PROGRAM

**WHEREAS**, there exists within the City of Linwood, New Jersey, the need to engage a professional for an Employee Assistance Program for City employees; and

**WHEREAS**, the Local Public Contracts Law (N.J.S. 40A:11.1 et. seq.) requires that a Resolution authorizing the award of Contracts for "Professional Services" without competitive bids must be advertised;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that AtlantiCare Behavioral Health is hereby hired for a sum not to exceed \$2,709.27 for the Employee Assistance Program for City employees, as per the attached proposal, and all matters relating thereto;

**BE IT FURTHER RESOLVED**, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute a Contract or Agreement with AtlantiCare Behavioral Health with regard to the aforesaid. This Contract is awarded without competitive bidding as a "Professional Service" under the provision of the Local Public Contracts Law because the Local Public Contracts Law permits professional services to be awarded without the necessity of competitive bidding.

A copy of this Resolution shall be published in an official newspaper of the City of Linwood as required by law within ten (10) days of its passage.

**BE IT FURTHER RESOLVED**, that this Resolution is contingent upon a certification of availability of funds by the Chief Financial Officer of the City of Linwood.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 11th day of February, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of February, 2026.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

# Memo

**To:** Mayor and Members of Council  
**From:** Anthony Strazzeri, CFO  
**CC:** Leigh Ann Napoli, RMC, CMR, MPA, QPA, City Clerk  
**Date:** 2-06-2026  
**Re:** Availability of Funds-Employee Assistance Program

Pursuant to 40A: 4-57, I hereby certify that sufficient funds of \$2,709.27 will be available under employee group health insurance other expenses in the operating budget. Funds will be encumbered to AtlantiCare Behavioral Health, 2500 English Creek Ave Egg Harbor Twp, NJ 08234.

## **AGREEMENT FOR EAP SERVICES**

THIS AGREEMENT made this 5th day of February 2026, is by and between The City of Linwood and AtlantiCare Behavioral Health, Inc. located at 6010 Black Horse Pike, Egg Harbor Township, NJ 08234 (hereinafter "ABH").

### **1. TERM:**

The term of this Agreement shall commence on March 1, 2026, and continue for 12 consecutive months, expiring February 28, 2027. The parties may opt to renew the agreement upon written notice to the other approximately 90 days before the end of the term.

### **2. SERVICES PROVIDED BY ABH:**

- A. ABH will provide clinical evaluation and counseling services to full-time employees and their eligible family dependents who request services voluntarily or through a management referral.
- B. ABH shall provide up to four (4) face to face sessions per eligible participant, which may include an initial evaluation session and counseling sessions. If an eligible participant is assessed and requires services beyond the scope of EAP, a referral will be made into the appropriate level of care. Employees will be referred in conjunction with their insurance coverage and will be referred into that next level of care.
- C. The City of Linwood eligible participants shall include all employees and their dependent family members as confirmed by the City of Linwood. The City of Linwood will submit monthly to ABH a list of their current employees covered under this agreement for EAP services.
- D. The City of Linwood eligible participants who choose to continue using counseling services with ABH for more than the allotted number of sessions per year do so whether at their own expense or through their insurance provider.
- E. ABH will utilize master's level counselors to provide The City of Linwood employees with counseling services. The City of Linwood, Municipal Clerk or designee shall act as liaison to the ABH Director of EAP. Notwithstanding the foregoing, the City of Linwood understands and agrees that in compliance with HIPAA, ABH may not disclose personal or protected health information to the City of Linwood unless authorized to do so by the Participant.
- F. ABH will provide Bilingual counselors when available and coordinate referrals to available bilingual resources when needed for the City of Linwood employees.
- G. ABH will provide EAP utilization reports to the City of Linwood on a quarterly basis which will not contain any personal health information, including the identity of those seeking treatment.

- H. ABH will provide supervisory/management and employee information training sessions at the start of the contract if requested by the City of Linwood to familiarize management with the effectiveness/process of using EAP for supervisory consultation. In addition, upon request, ABH will provide up to 7 hours of on-site seminars covering topics such as stress management, balancing work/family, and behavior health issues that impact physical health, etc.
- I. ABH will provide brochures and other materials for the use of the City of Linwood staff in understanding and accessing their benefit. Such materials will be provided to the Municipal Clerk's Office of the City of Linwood.
- J. ABH will provide the City of Linwood with an 800-access number which has 24 hour, 7 day per week coverage.

**3. CONFIDENTIALITY:**

ABH shall not, during the term of this agreement, or at any time thereafter, report any confidential information acquired in the performance of the professional services under this Agreement.

The confidentiality of all transactions with and identity of any person referred to, or voluntarily seeking the counseling services of the EAP will be maintained by ABH.

ABH agrees that it will not, without written prior consent of the City of Linwood:

1. Reveal any information concerning this Agreement (except as provided in paragraph 1 under "Miscellaneous").
2. Reveal any proprietary information about The City of Linwood, its officers, employees, management, operations, products or services, or any other confidential information whatsoever to any person to whom such information is not necessary in conjunction with the performance of this Agreement.
3. Release any publicity of advertising concerning this Agreement (other than to report to state that there is an Agreement and that it refers to EAP).

All clinical records for employees using the services of ABH will be the property of and maintained by ABH.

**4. COMPENSATION:**

The fee to be paid by The City of Linwood to ABH for services contained in this Agreement to be \$2,709.27 for the initial term of this agreement, payable at \$225.77 per month for the 4 session model, for 80 employees. The monthly charge is payable on the 30<sup>th</sup> of each month commencing 3/30/2026. Fees and charges for services by clinical professionals or agencies to which The City of Linwood full-time employee is referred by ABH are not covered under this contract and are the responsibility of the employee. ABH will not be held responsible by The City of Linwood for the payment of such fees or charges.

**MISCELLANEOUS:**

If ABH is required to reveal the contents of this Agreement in the course of its normal relationship with its banks, financial institutions or regulatory agencies, it may do so without further approval of the City of Linwood.

**5. NON-ASSIGNABILITY AND GOVERNING LAWS:**

The obligation of ABH under this Agreement may not be assigned without the prior written consent of the City of Linwood.

This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

**6. INSURANCE:**

ABH will maintain, at its sole cost and expense, professional liability coverage insurance, either through commercial carriers or through a self-insured program, in the amount of \$1,000,000. ABH will also maintain, at its sole costs and expense, workers' compensation protection for its employees that is in compliance with New Jersey law.

**7. TERMINATION:**

Either party may terminate this agreement by providing 90 days written notice to the other party. ABH will be responsible only for any services prior to the contract termination date. Any eligible participants utilizing ABH services upon contract termination may continue at their own expense. Any and all changes, which may be due and payable at that termination, shall be paid within 30 days of termination date by The City Linwood. Should the parties agree to terminate this contract, eligible participants are free to remain with the provider (ABH) at their own expense or through their insurance provider.

**8. Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by the party sought to be bound.

**[Signature Page to Follow]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

**AtlantiCare Behavioral Health**

**The City of Linwood**

**Signature:** \_\_\_\_\_

**By:** \_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_