

**A RESOLUTION OF THE TOWNSHIP OF NORTH BRUNSWICK
AUTHORIZING A MEMORANDUM OF AGREEMENT WITH
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
FOR A STUDY TO LOCATE 1,4- DIOXANE
WITHIN THE DELAWARE RIVER WATERSHED**

WHEREAS, the Township is the owner of its municipal Water Treatment Plant, located on the Delaware-Raritan Canal, and the distribution system (the “system”) which conveys “potable” water to its customers; and

WHEREAS, the New Jersey Department of Environmental Protection “NJDEP” sets forth regulations on minimum testing requirements that a Water Treatment Plant must conduct when processing water to ensure its safe for consumption; and

WHEREAS, in December of 2020, officials from American Water, as the current operators of the Water Treatment Plant, notified the Township they received communication from NJDEP that an emerging contaminate (1,4 Dioxane) was located within the Delaware River; and

WHEREAS, in January of 2021, with the Delaware-Raritan Canal deriving its water supply from the Delaware River, the Township engaged American Water to conducted testing for this unregulated contaminate; and

WHEREAS, in February of 2021, officials from American Water met with the Mayor, members from the Council, the Business Administrator and engineers from CME Associates on findings from the testing conducted and a next course of action; and

WHEREAS, subsequent to February of 2021, officials from American Water continued to provide updates on the progress being made at the federal and multi-state level to locate the source of illegal dumping, with tracing located back as far as the Lehigh River in Allentown Pennsylvania; and

WHEREAS, in May of 2022, NJDEP has requested the Township join with Partner Organizations to develop a Cooperative Monitoring Plan as a strategy to ensure the quality and consistency of sampling results through a coordinated effort with all partners intending to implement 1,4-dioxane monitoring, as outlined in the attached Memorandum of Agreement; and

WHEREAS, this will centralize the submitting, sharing, and reviewing of the sampling data as part of this investigative study, along with the NJDEP web-mapping application to effectively share data that can be produced in a consistent, useable, and geo-spatial manner amongst the signed Parties; and

WHEREAS, a recommendation is hereby made to join the NJDEP and Partner Organizations and enter into the attached Memorandum of Agreement for the purpose of collecting, submitting, sharing and reviewing water sampling data for a variety of media including but not limited to groundwater, surface water and drinking water, as part of the 1,4-Dioxane Track Down Study in the Delaware River Watershed.

NOW, THEREFORE, BE IT RESOLVED on this 6th day of September 2022, the Township Council of the Township of North Brunswick hereby authorizes execution of the Memorandum of Agreement with NJDEP and Partner Organizations for the 1,4-Dioxane Track Down Study in the Delaware River Watershed.

BE IT FURTHER RESOLVED a copy of this Resolution along with the Executed Agreement will be forwarded to the New Jersey Department of Environmental Protection.

Cavel Gallimore
Chief Financial Officer

Justine Progebin
Business Administrator

Ronald Gordon, Esq.
Township Attorney
Approved as to Legal Form

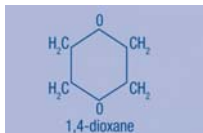
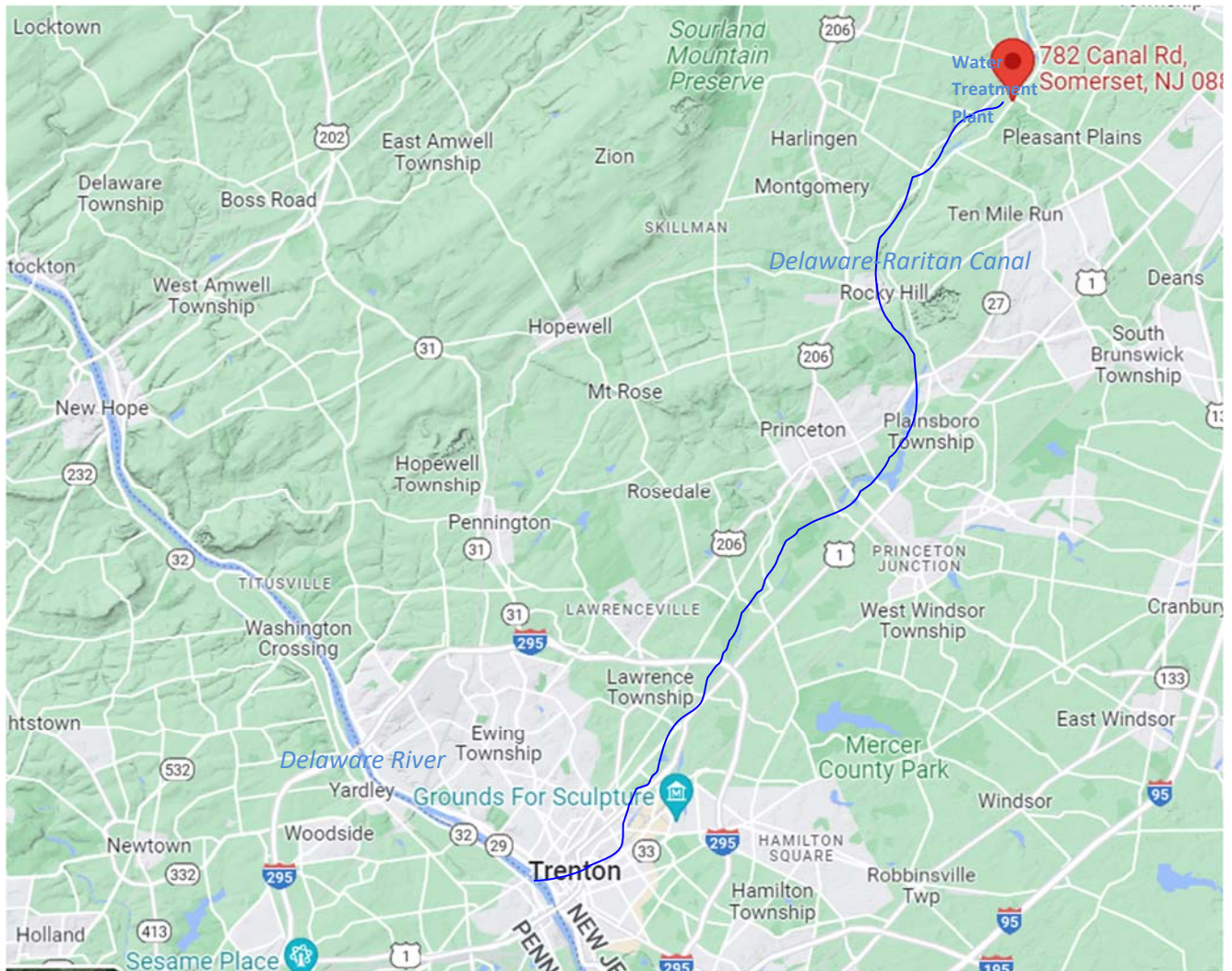
RECORDED VOTE:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
MEHTA				
GUADAGNINO				
ANDREWS				
SOCIO				
DAVIS				
MAYOR WOMACK				

I hereby certify that the above Resolution was duly adopted by the Township Council of the Township of North Brunswick, County of Middlesex, at its meeting held on September 6, 2022.

Lisa Russo
Township Clerk

Supporting Document



1,4-Dioxane:

1,4-Dioxane can get into your body mainly from consuming contaminated water, breathing contaminated air or vapors, and using contaminated cosmetic and/or cleaning products. The U.S.EPA has identified health risks based on duration and/or level of exposure.

Many cleaning products, laundry detergents, and shampoos, for example, include 1,4-dioxane as an unintentional impurity from surfactants, which are key ingredients in such products that get rinsed down the drain.

1,4-Dioxane can also be a problem in rivers as well as groundwater with utilities that may send treated wastewater into rivers, and a handful of US industrial plants still flush the chemical down the drain.

Currently, there's no federal limit on 1,4-Dioxane levels in tap water. The EPA issued a nonbinding health advisory level. States like New Jersey are working to address 1,4-dioxane contamination found in rivers and groundwater used to make drinking water.

New Jersey Department of Environmental Protection
And
Partner Organizations as Identified Below

MEMORANDUM OF AGREEMENT
FOR
1,4-DIOXANE TRACK DOWN STUDY IN THE
DELAWARE RIVER WATERSHED

This document, effective as of May 20, 2022, serves as the Memorandum of Agreement (MOA) between the New Jersey Department of Environmental Protection (NJDEP) and the following entities (hereafter referred to individually as the “Partner Organization”, and collectively as the “Parties”):

New Jersey Department of Environmental Protection
Pennsylvania Department of Environmental Protection
Delaware River Basin Commission
New Jersey Water Supply Authority
New Jersey American Water
Pennsylvania American Water
New Brunswick Water Department
Suez Water Lambertville
Trenton Water Works
Middlesex Water Company
North Brunswick Water Department
Burlington City Water Department
Philadelphia Water Department

WHEREAS, on December 10, 2020, the New Jersey Department of Environmental Protection (“NJDEP”) convened an interstate task force to assess potential sources of 1,4-dioxane in response to the detection of the chemical in the Delaware River watershed; and

WHEREAS, the interstate task force consists of the Parties to this agreement who are independently and voluntarily conducting enhanced sampling for 1,4-dioxane; and

WHEREAS, the Parties developed a Cooperative Monitoring Plan, attached as Appendix A, as a synchronized monitoring strategy to ensure the quality and consistency of sampling results through a coordinated effort with all partners intending to implement 1,4-dioxane monitoring; and

WHEREAS, to centralize the submitting, sharing, and reviewing of the sampling data as part of this investigative study, the NJDEP developed a private web-mapping application to effectively share data that can be produced in a consistent, useable, and geo-spatial manner amongst the signed Parties; and

WHEREAS, some of the data sets include the location of intakes on rivers, reservoirs, and finished water reservoirs and public community and public non-community supply well locations which are considered confidential and are not available to the public based on Homeland Security restrictions pursuant to N.J.A.C. 7:1D-3.2(b); and

WHEREAS, other types of data, consisting of internally generated GIS data that have not been verified (hereafter referred to as “Unverified Data”), may be sensitive in nature and/or detrimental to the public interest if released without further verification and additional sampling; and

WHEREAS, each Partner Organization will have access to all data through the web-mapping application; and

WHEREAS, the Parties desire to enter into this MOA for the purpose of collecting, submitting, sharing and reviewing water sampling data for a variety of media including but not limited to groundwater, surface water and drinking water, as part of the 1,4-Dioxane Track Down Study in the Delaware River Watershed, and to ensure that the use of any sensitive data is handled in a consistent and appropriate manner.

NOW, THEREFORE, in consideration of the promises and mutual covenants and limitations set forth herein, the Parties agree as follows:

1. Any samples collected within the scope of this MOA shall follow the protocols, and the submitted data shall be verified for quality assurance measures, in accordance with the established Cooperative Monitoring Plan for this study, as outlined in Appendix A.
2. Any information produced and shared under this MOA is not for external distribution. Any data sets that contain locational data for Potable Surface Water Intakes: Public Community Supply Wells and Public Community Non-Supply Wells, as well as intakes on rivers, reservoirs, and finished water reservoirs and public community and public non-community supply well locations are confidential and subject to Homeland Security concerns pursuant to N.J.A.C. 7:1D-3.2(b). Any Partner Organization that receives a request for sensitive information subject to Homeland Security concerns shall notify NJDEP of such request immediately.
3. In addition to the data sets protected by Homeland Security concerns, any Unverified Data as defined above, shall not be publicly released or otherwise made available to the public prior to first notifying the Partner Organization who submitted the data and seeking approval for its release. If NJDEP is the originating Partner Organization, written request for public distribution shall be submitted to and approved by the Director of the Division of Water Supply and Geoscience, Mail Code 401-04Q, 401 E. State Street, PO Box 420, Trenton, NJ 08625-0420. The Parties acknowledge that some Partner Organizations may be subject to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. and/or New Jersey's common law Right to Know doctrine and may be required to disclose records obtained in the course of this agreement including Unverified Data.
4. The information produced and shared under this MOA may be utilized to make available general compilations of water test results arranged or identified by appropriate geographic areas therein. Furthermore, some of the information is provided to the NJDEP by outside entities and may not have been verified by the NJDEP. Therefore, the NJDEP accepts no responsibility for the accuracy of its content.
5. Nothing in this document is intended to diminish, modify or otherwise affect the statutory or regulatory authorities of the agencies involved. Nothing in this MOA shall obligate NJDEP, or any Partner Organization to expend appropriations or to enter into any contract or other financial obligations or be cited as the basis for the promise or transfer of funds. Collaboration under this MOA shall be in accordance with applicable statutes and regulations.
6. By executing this document, the undersigned acknowledges that any breach of obligations set forth in Appendix A or disclosure of information under this MOA may cause the NJDEP or other Partner Organizations irreparable harm, the amount of which is difficult to estimate, making any remedy inadequate. Therefore, the undersigned agrees to abide by the terms of this Agreement. The Parties acknowledge that a Partner Organization harmed by a breach or violation of this MOA may be entitled to equitable relief by way of injunctive relief.
7. In the exercise of their respective rights and obligations under this MOA, the Partner Organizations each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Nothing contained herein shall be construed so as to create rights in any third party.
8. This MOA comprises the full and complete agreement of the Parties hereto with respect to the disclosure of any information produced and shared under this MOA and supersedes and cancels all prior communications, understandings and agreements between the Parties hereto, whether written or oral, expressed or implied. No

amendments, changes or modifications to this MOA shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties hereto.

9. This Agreement shall be governed by New Jersey law. Any claim, charge, action, suit, or litigation related to or arising from or out of this Agreement shall be governed by the applicable laws, regulations, and rules of evidence of the State of New Jersey without reference to its conflict of laws principles, and any lawsuit, action or claim shall be venued in a New Jersey state court of competent jurisdiction.

10. If any provision of this Agreement is found to be unenforceable, that provision will be severed and the remainder of this Agreement will continue in full force and effect.

11. This MOA may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Delivery of an executed signature page by electronic means, including without limit by email of a "pdf" file or by telefax, shall be as effective as manual delivery or any other method of delivery of a "hard copy" or "wet" signature.

New Jersey Department of Environmental Protection

Organization

Carlton Dudley, Director, Division of Water Enforcement
Name



Signature

06/30/2022
Date

Pennsylvania Department of Environmental Protection

Organization

Name

Signature

Date

Delaware River Basin Commission

Organization

Name

Signature

Date

New Jersey Water Supply Authority

Organization

Name

Signature

Date

New Jersey American Water

Organization

Name

Signature

Date

Pennsylvania American Water

Organization

Name

Date

Signature

Date

New Brunswick Water Department

Organization

Name

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Date

Suez Water Lambertville

Organization

Name

Signature

Date

Trenton Water Works

Organization

Name

Signature

Date

Middlesex Water Company

Organization

Signature

Name

Date

North Brunswick Water Department

Organization

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Name

Date

Burlington City Water Department

Organization

Signature

Name

Date

Philadelphia Water Department

Organization

Signature

Name

Date

Appendix A: Cooperative Monitoring Plan