



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #19-102

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: NOVEMBER 18, 2019

Factual Contents certified to by Louis Amodio, Administrative Secretary. Approved as to Form and Legality on basis of facts set forth by George T. Hanley, General Counsel. Entering Executive Closed Session in accordance with Open Public Meetings Act, R.S. 10:4-6 et seq. Pursuant to the Open Public Meetings Act,

COMMISSIONER: VANNOY offers the following Resolution for adoption:

WHEREAS, Section 8 of the Open Public Meetings Act, c. 231, P.L. 1975, permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, the public body is of the opinion that such circumstances presently exist:

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of Passaic Valley Water Commission:

- 1. The public shall be excluded from discussion of the hereinafter-specified subject Matters; the general nature of the subject matters being; Financial, Insurance, Personnel, Contracts, Negotiations, Security, Law: other matters as may be discussed in camera.
2. It is anticipated at this time that the above-stated subject matters will be ratified During public meeting following or as soon thereafter as the reason for discussion no Longer exists.
3. This Resolution shall take effect immediately.

Second by COMMISSIONER: FRIEND Time: 10:06 a.m.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

Table with 5 columns: Name, AYE, NAY, ABSTAIN, ABSENT. Rows include FRIEND, G., VANNOY, R., LEVINE, J., KOLODZIEJ, J., VAN RENSALIER, R., RODRIGUEZ, I., and SANCHEZ, R. with corresponding vote marks.

Adopted at a meeting of Passaic Valley Water Commission.

Signature of President Pro-Tem

Signature of Secretary

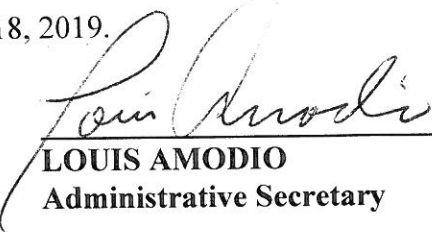
This Resolution, when adopted, must remain in the custody of the Administrative Secretary.



PASSAIC VALLEY WATER COMMISSION

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of November 18, 2019.


LOUIS AMODIO
Administrative Secretary

2020 (2020-2021) AUTHORITY BUDGET RESOLUTION

Passaic Valley Water Commission

(Name)

FISCAL YEAR: FROM: January 1, 2020 TO: December 31, 2020

WHEREAS, the Annual Budget and Capital Budget for the Passaic Valley Water Commission for the fiscal year beginning, January 1, 2020 and ending, December 31, 2020 has been presented before the governing body of the Passaic Valley Water Commission at its open public meeting of November 18, 2019; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$ 102,258,425, Total Appropriations, including any Accumulated Deficit if any, of \$ 91,618,566 and Total Unrestricted Net Position utilized of \$ 0; and

WHEREAS, the Capital Budget as introduced reflects Total Capital Appropriations of \$ 59,122,364 and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$ 30,922,364; and

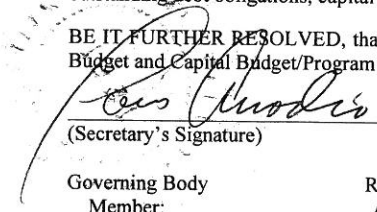
WHEREAS, the schedule of rates, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of bonds of the Authority, to meet operating expenses, capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts and agreements; and

WHEREAS, the Capital Budget/Program, pursuant to N.J.A.C. 5:31-2, does not confer any authorization to raise or expend funds; rather it is a document to be used as part of the said Authority's planning and management objectives. Specific authorization to expend funds for the purposes described in this section of the budget, must be granted elsewhere; by bond resolution, by a project financing agreement, by resolution appropriating funds from the Renewal and Replacement Reserve or other means provided by law.

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Passaic Valley Water Commission, at an open public meeting held on November 18, 2019 that the Annual Budget, including all related schedules, and the Capital Budget/Program of the Passaic Valley Water Commission for the fiscal year beginning, January 1, 2020 and ending, December 31, 2020 is hereby approved; and

BE IT FURTHER RESOLVED, that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all covenants, terms and provisions as stipulated in the said Authority's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements; and

BE IT FURTHER RESOLVED, that the governing body of the Passaic Valley Water Commission will consider the Annual Budget and Capital Budget/Program for adoption on December 18, 2019.


(Secretary's Signature)

November 18, 2019
(Date)

Governing Body Member:	Recorded Vote			
	Aye	Nay	Abstain	Absent
Rodriguez, Idida	X			
Vannoy, Robert	X			
Levine, Jeffrey	X			
Kolodziej, Joe	X			
Sanchez, Rigo				X
Van Rensalier, Ronald				X
Friend, Gerald	X			

2020 Commission Budget Resolution Passaic Valley Water Commission

FISCAL YEAR: FROM January 1, 2020 TO December 31, 2020

WHEREAS, the Annual Budget and Capital Budget for the Passaic Valley Water Commission for the fiscal year beginning, January 1, 2020 and ending, December 31, 2020 has been approved by the governing body of the Passaic Valley Water Commission at its open public meeting of November 18, 2019; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$ 102,258,425, Total Appropriations, including any Accumulated Deficit if any, of \$ 91,618,566 and Total Unrestricted Net Assets utilized of \$ 0; and

WHEREAS, the Capital Budget as introduced reflects Total Capital Appropriations of \$ 59,122,364 and Total Unrestricted Net Assets planned to be utilized as funding thereof, of \$ 30,922,364; and

WHEREAS, it is anticipated that the schedule of rates, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of bonds of the Commission, to meet operating expenses, capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts and agreements; and

WHEREAS, the Capital Budget/Program, pursuant to N.J.A.C. 5:31-2, does not confer any authorization to raise or expend funds; rather it is a document to be used as part of the said Authority's planning and management objectives. Specific authorization to expend funds for the purposes described in this section of the budget, must be granted elsewhere; by bond resolution, by a project financing agreement, by resolution appropriating funds from the Renewal and Replacement Reserve or other means provided by law; and

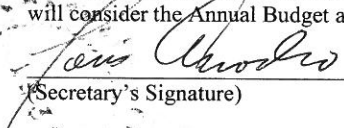
WHEREAS, the Commissioners wished to spend more time, study and effort examining the proposed budget and attempting to find potential economies, especially with respect to the expense side of the proposed budget, in concert with Passaic Valley Water Commission staff and approved the budget at its regularly scheduled meeting of November 18, 2019; and

WHEREAS, the Commission normally is required to submit it's budget for approval sixty days before the beginning of it's fiscal year,

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Passaic Valley Water Commission, at an open public meeting held on November 18, 2019, that the Annual Budget, including appended Supplemental Schedules, and the Capital Budget/Program of the Passaic Valley Water Commission for the fiscal year beginning, January 1, 2020 and ending, December 31, 2020 was approved for late submission subject to the above-recited reservations; and

BE IT FURTHER RESOLVED, that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all covenants, terms and provisions as stipulated in the said Authority's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements; and

BE IT FURTHER RESOLVED, that the governing body of the Passaic Valley Water Commission will consider the Annual Budget and Capital Budget/Program for adoption on December 18, 2019.



(Secretary's Signature)

November 18, 2019
(Date)

Governing Body Member:	Aye	Nay	Recorded Vote	
			Abstain	Absent
Rodriguez, Idida	X			
Vannoy, Robert	X			
Levine, Jeffrey	X			
Kolodziej, Joe	X			
Sanchez, Rigo				X
Van Rensalier, Ronald				X
Friend, Gerald	X			

RESOLUTION: 19-103
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZING A SHARED SERVICES AGREEMENT (20LJJFA29)
WITH USGS

DATE OF ADOPTION: NOVEMBER 18, 2019

Approved as to form and legality by the Law Department on the basis of facts and circumstances set forth by the Executive Director and Director of Engineering, Purchasing and Finance Departments.

Introduced by Commissioner: **FRIEND**

Seconded by Commissioner: **VANNOY**

WHEREAS, the United States Department of the Interior, U.S. Geological Survey ("USGS") has submitted correspondence dated October 1, 2019 with referenced attachments (the "Correspondence"), along with a Shared Services Agreement (the "Agreement") with Passaic Valley Water Commission ("PVWC") for USGS to continue water resources investigations for the various parameters set forth in the Correspondence, for the period continuing through September 30, 2020, and PVWC wishes to continue said cooperative effort with the USGS; and a copy of the Correspondence and Agreement is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, monitoring and data collection includes utilization of a continuous-record discharge gauging station with data collection platform (for the Passaic River at Little Falls, New Jersey); continuous-record annual peak stage only with data collection platform (for Passaic River above Beatties Dam at Little Falls, New Jersey) to monitor minimum passing flow; and continuous-record 6-parameter water-quality monitor with data collection platform water temperature, specific conductance, dissolved oxygen, percent saturation, pH, and turbidity (for tap water at Main Avenue at Clifton, New Jersey); and

WHEREAS, monitoring and data collection for the water quality parameters set forth in the Correspondence and Agreement will assist PVWC in identifying and appropriately reacting to upstream changes in water quality, which, in turn, helps enhance the robustness of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs; and

WHEREAS, PVWC's total financial contribution for USGS to perform the tasks outlined in the Agreement for the above-referenced duration of the Agreement shall be in an amount not to exceed \$60,380.00; and

WHEREAS, the Agreement has been reviewed by the Executive Director, Director of Engineering, Director of Purchasing; (and General Counsel as to form and legality), all of whom have recommended the Agreement for acceptance in their respective capacities; and

WHEREAS, the Commission has determined that the public health, safety, and welfare of its Customers can best be protected by entering into said Agreement, as authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, to provide the Services; and

WHEREAS, N.J.S.A. 40A:11-5(2) provides an exception under the Local Public Contracts Law for contracts entered into with the United States of America, the State of New Jersey, County or municipality, or any board, body, office, agency or authority thereof, or any subdivisions thereof; and

WHEREAS, the USGS, located in Lawrenceville, New Jersey, and PVWC are such entities; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto as Exhibit B;

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby authorizes and awards the Shared Services Agreement (20LJFA29) with USGS for the period continuing through September 30, 2020; all in accordance with the defined scope of services set forth in the Agreement and PVWC's not-to-exceed contribution amount of \$60,380.00 as set forth hereinabove; and

2. That the appropriate officers and employees of PVWC are hereby authorized to perform such acts and execute such documents as are consistent herewith, in order to implement the terms of this Resolution and the Agreement as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u>X</u>	—	—	—
VANNOY, R.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
KOLODZIEJ, J.	<u>X</u>	—	—	—
VAN RENSALIER, R.	—	—	—	<u>X</u>
RODRIGUEZ, I.	<u>X</u>	—	—	—
SANCHEZ, R.	—	—	—	<u>X</u>

Adopted at a meeting of Passaic Valley Water Commission

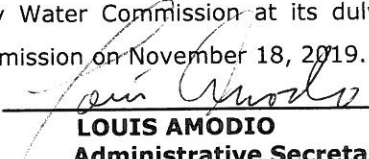

 President PRO-TEM
JOESPH KOLODZIEJ


 Secretary
ROBERT VANNOY

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 18, 2019.


LOUIS AMODIO
 Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**USGS CORRESPONDENCE DATED OCTOBER 1, 2019
AND SHARED SERVICES AGREEMENT (20LJJFA29)
WITH USGS**

EXHIBIT A



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
New Jersey Water Science Center
3450 Princeton Pike, Suite 110
Lawrenceville, NJ 08648

October 1, 2019

Mr. James Duprey
Chief Engineer
Passaic Valley Water Commission
1525 Main Avenue
PO Box 230
Clifton, NJ 07011

Dear Mr. Duprey:

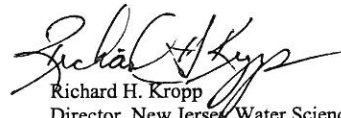
Enclosed are two signed originals of our standard joint-funding agreement for the project(s) New Jersey Water Science Center Water Resources Investigations, during the period October 1, 2019 through September 30, 2020 in the amount of \$60,380 from your agency. U.S. Geological Survey contributions for this agreement are \$5,800 for a combined total of \$66,180. Please sign and return one fully-executed original to Nancy B. Gibbs at the address above.

Federal law requires that we have a signed agreement before we start or continue work. If, for any reason, the agreement cannot be signed and returned, please contact Heidi Hoppe by phone number (609) 771-3980 or email hhoppe@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Nancy Gibbs at phone number (609) 771-3910 or email at ngibbs@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,



Richard H. Kropp
Director, New Jersey Water Science Center

Enclosure
20LJFA29 (2)

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2019, by the U.S. GEOLOGICAL SURVEY, New Jersey Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Passaic Valley Water Commission party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

(a) \$5,800 by the party of the first part during the period
October 1, 2019 to September 30, 2020

(b) \$60,380 by the party of the second part during the period
October 1, 2019 to September 30, 2020

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Heidi Hoppe
Supervisory Hydrologist
Address: 3450 Princeton Pike Suite 110
Lawrenceville, NJ 08648
Telephone: (609) 771-3980
Fax: (609) 771-3915
Email: hhoppe@usgs.gov

Customer Technical Point of Contact

Name: James Duprey
Chief Engineer
Address: 1525 Main Avenue, PO Box
230 Clifton, NJ 07011
Telephone: (973) 340-4306
Fax:
Email: jgduprey@pvwc.com

USGS Billing Point of Contact

Name: Nancy Gibbs
Administrative Officer
Address: 3450 Princeton Pike Suite 110
Lawrenceville, NJ 08648
Telephone: (609) 771-3910
Fax: (609) 771-3915
Email: ngibbs@usgs.gov

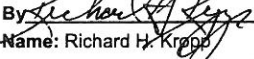
Customer Billing Point of Contact

Name: Gregg Lucianin
Director of Purchasing
Address: 1525 Main Avenue, PO Box 230
Clifton, NJ 07011
Telephone: (973) 340-4316
Fax: (973) 340-5584
Email: glucianin@pvwc.com

U.S. Geological Survey
United States
Department of Interior

Passaic Valley Water Commission

Signature

By  Date: 10/01/2019
Name: Richard H. Kropp
Title: Director, New Jersey Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

FISCAL YEAR 2020 WORKPLAN

PASSAIC VALLEY WATER COMMISSION
 IN COOPERATION WITH THE
 US GEOLOGICAL SURVEY NEW JERSEY WATER SCIENCE CENTER

Operation and Maintenance

The United States Geological Survey (USGS) New Jersey Water Science Center will continue to operate and maintain the following gages as detailed in the table below for the Passaic Valley Water Commission (PVWC).

Continuous-Record Discharge Gaging Station with Data Collection Platform (DCP)

Station Number	Station Name	Total Cost	USGS Match	PVWC
01389500	Passaic River at Little Falls NJ *DCP funded by Passaic Flood Warning System (USACE-NY)	\$14,100	\$5,800	\$8,300
Total		\$14,100	\$5,800	\$8,300

Continuous-Record Annual Peak Stage Only with Data Collection Platform (DCP)

Station Number	Station Name	Total Cost	USGS Match	PVWC
01389492	Passaic River above Beatties Dam, at Little Falls NJ (w/ 2 discharge measurements/year to monitor min passing flow *DCP funded by NJDEP)	\$6,475	\$0	\$6,475
Total		\$6,475	\$0	\$6,475

Continuous-Record 6-Parameter Water-Quality Monitor with Data Collection Platform (DCP)
Water Temp, Specific Conductance, Dissolved Oxygen, Percent Saturation, pH, Turbidity

Station Number	Station Name	Total Cost	USGS Match	PVWC
405307074090201	Tap Water at Main Avenue at Clifton NJ *Data only available to cooperator, not to general public	\$45,605	\$0	\$45,605
Total		\$45,605	\$0	\$45,605

PROJECT TOTAL	\$ 66,180
Funding Breakdown:	
USGS Matching Funds	\$ 5,800
PVWC	\$ 60,380

PROJECT EXPENSES	
Labor	\$23,220
Supplies, Equipment, Travel, Other	\$1,250
Lab (NWQL)	\$0
Instrumentation (HIF)	\$15,750
Total Direct Cost	\$40,220
Total Indirect Cost (Overhead)	\$25,960
TOTAL	\$66,180

Data Availability

Data are transmitted hourly via the GOES satellite to the New Jersey Water Science Center's website at <http://nj.usgs.gov>. Data are quality assured and stored in the USGS National Water Information System (NWIS) database. These provisional data will be available to the general public from the NWISWeb site at <http://waterdata.usgs.gov/nj/nwis/sw>. The provisional data will be analyzed, quality-assured and approved for publication to the USGS NWISWeb at <http://waterdata.usgs.gov/nj/nwis/>.

The USGS has an automated notification service available to users of our real-time data network. USGS WaterAlert is a mobile notification system that sends email or text message updates for any of the sites where the USGS collects real-time data. Daily and hourly updates are sent when the current conditions at the gage meet or surpass a threshold of concern that is set by the user. To use the service go to <http://water.usgs.gov/wateralert>. It may be useful for your agency to use this system to be notified when the stage, discharge, or water-quality parameter at a USGS streamgage of interest reaches or exceeds a preset threshold.

**PASSAIC VALLEY WATER COMMISSION
SHARED SERVICES AGREEMENT (20LJJFA29)
WITH USGS
PVWC'S FINANCIAL CERTIFICATION SHEET
EXHIBIT B**

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that, subject to Commission approval of future budgets, there are or will be sufficient funds for expenditures to be incurred as a result of any contract or commitment to be entered by Passaic Valley Water Commission as follows:

Description of Project or Contract: Water Resources Investigations for Various Parameters (USGS) for the period continuing through September 30, 2020

Amount of Project or Contract: \$60,380.00

Budget 2020 Acct #: 001-3501-425-72-21 Contractor-Lab Service

Other Comments:

The contract takes effect in 2019 but payments will first be made in 2020.

Date of Certification: November 1, 2019



Yitzchak Weiss, CPA
Comptroller and Chief Financial Officer
Passaic Valley Water Commission

YW:yw

RESOLUTION: 19-104
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZING A SHARED SERVICES AGREEMENT (20LJFA30)
WITH USGS

DATE OF ADOPTION: NOVEMBER 18, 2019

Approved as to form and legality by the Law Department on the basis of facts and circumstances set forth by the Executive Director and Director of Engineering, Purchasing and Finance Departments.

Introduced by Commissioner: **FRIEND**

Seconded by Commissioner: **VANNOY**

WHEREAS, the United States Department of the Interior, U.S. Geological Survey ("USGS") has submitted correspondence dated October 1, 2019 with referenced attachments (the "Correspondence"), along with a Shared Services Agreement (the "Agreement") with Passaic Valley Water Commission ("PVWC") for USGS to continue water resources investigations for the various parameters set forth in the Correspondence, for the period continuing through September 30, 2020, and PVWC wishes to continue said cooperative effort with the USGS; and a copy of the Correspondence and Agreement is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, concentrations of turbidity and total Chlorophyll-a will be measured hourly on the Passaic River downstream from the confluence with the Pompton River (using the monitoring station at Two Bridges, New Jersey), and the said monitors will be operated and maintained to record Chlorophyll-a concentrations hourly from the two (2) locations and turbidity at three (3) locations along a cross-section of the river; and water samples will be collected every four (4) weeks during the routine inspections, and samples collected will be sent to the USGS National Water Quality Laboratory for analysis and comparison with real time monitor data; and

WHEREAS, monitoring, data collection, and testing for the water quality parameters set forth in the Correspondence and

Agreement would assist PVWC in identifying and appropriately reacting to upstream changes in water quality, which, in turn, helps enhance the robustness of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs; and

WHEREAS, PVWC's total financial contribution for USGS to perform the tasks outlined in the Agreement for the above-referenced duration of the Agreement shall be in an amount not to exceed \$46,935.00; and

WHEREAS, the Agreement has been reviewed by the Executive Director, Director of Engineering, Director of Purchasing; (and General Counsel as to form and legality), all of whom have recommended the Agreement for acceptance in their respective capacities; and

WHEREAS, the Commission has determined that the public health, safety, and welfare of its Customers can best be protected by entering into said Agreement, as authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, to provide the Services; and

WHEREAS, N.J.S.A. 40A:11-5(2) provides an exception under the Local Public Contracts Law for contracts entered into with the United States of America, the State of New Jersey, County or municipality, or any board, body, office, agency or authority thereof, or any subdivisions thereof; and

WHEREAS, the USGS, located in Lawrenceville, New Jersey, and PVWC are such entities; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto as Exhibit B;

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

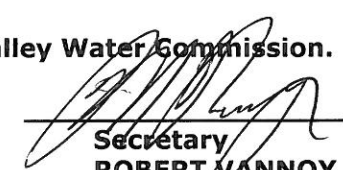
1. That PVWC hereby authorizes and awards the Shared Services Agreement (20LJJFA30) with USGS for the period continuing through September 30, 2020; all in accordance with the defined scope of services set forth in the Agreement and PVWC's not-to-exceed contribution amount of \$46,935.00 as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized to perform such acts and execute such documents as are consistent herewith, in order to implement the terms of this Resolution and the Agreement as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u>X</u>	—	—	—
VANNOY, R.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
KOLODZIEJ, J.	<u>X</u>	—	—	—
VAN RENSALIER, R.	—	—	—	<u>X</u>
RODRIGUEZ, I.	<u>X</u>	—	—	—
SANCHEZ, R.	—	—	—	<u>X</u>

Adopted at a meeting of Passaic Valley Water Commission.

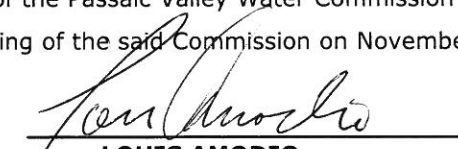

 President PRO-TEM
JOSEPH KOLODZIEJ


 Secretary
ROBERT VANNOY

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 18, 2019.


LOUIS AMODIO
 Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION
USGS CORRESPONDENCE DATED OCTOBER 1, 2019
AND SHARED SERVICES AGREEMENT (20LJJFA30)
WITH USGS**

EXHIBIT A



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
New Jersey Water Science Center
3450 Princeton Pike, Suite 110
Lawrenceville, NJ 08648

October 1, 2019

Mr. James Duprey
Chief Engineer
Passaic Valley Water Commission
1525 Main Avenue
PO Box 230
Clifton, NJ 07011

Dear Mr. Duprey:

Enclosed are two signed originals of our standard joint-funding agreement for the project(s) New Jersey Water Science Center Water Resources Investigations, during the period October 1, 2019 through September 30, 2020 in the amount of \$46,935 from your agency. U.S. Geological Survey contributions for this agreement are \$5,800 for a combined total of \$52,735. Please sign and return one fully-executed original to Nancy B. Gibbs at the address above.

Federal law requires that we have a signed agreement before we start or continue work. If, for any reason, the agreement cannot be signed and returned, please contact Heidi Hoppe by phone number (609) 771-3980 or email hhoppe@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Nancy Gibbs at phone number (609) 771-3910 or email at ngibbs@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Richard H. Kropp
Director, New Jersey Water Science Center

Enclosure
20LJFA30 (2)

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2019, by the U.S. GEOLOGICAL SURVEY, New Jersey Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Passaic Valley Water Commission party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00
 - (a) \$5,800 by the party of the first part during the period October 1, 2019 to September 30, 2020
 - (b) \$46,935 by the party of the second part during the period October 1, 2019 to September 30, 2020
 - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0
Description of the USGS regional/national program:
 - (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Heidi Hoppe
Supervisory Hydrologist
Address: 3450 Princeton Pike Suite 110
Lawrenceville, NJ 08648
Telephone: (609) 771-3980
Fax: (609) 771-3915
Email: hhoppe@usgs.gov

Customer Technical Point of Contact

Name: James Duprey
Chief Engineer
Address: 1525 Main Avenue, PO Box
230 Clifton, NJ 07011
Telephone: (973) 340-4306
Fax:
Email: jgduprey@pvwc.com

USGS Billing Point of Contact

Name: Nancy Gibbs
Administrative Officer
Address: 3450 Princeton Pike Suite 110
Lawrenceville, NJ 08648
Telephone: (609) 771-3910
Fax: (609) 771-3915
Email: ngibbs@usgs.gov

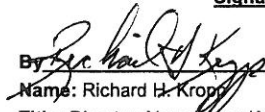
Customer Billing Point of Contact

Name: Gregg Lucianin
Director of Purchasing
Address: 1525 Main Avenue, PO Box 230
Clifton, NJ 07011
Telephone: (973) 340-4316
Fax: (973) 340-5584
Email: glucianin@pvwc.com

U.S. Geological Survey
United States
Department of Interior

Passaic Valley Water Commission

Signature

By  Date: 10/01/2019
Name: Richard H. Kropf
Title: Director, New Jersey Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

Operation and Maintenance

The United States Geological Survey (USGS) New Jersey Water Science Center will continue to operate and maintain the following gages as detailed in the table below for the Passaic Valley Water Commission (PVWC).

Continuous-Record Turbidity (at 3 intakes) at the USGS Two Bridges Water-Quality Monitor

Station Number	Station Name	Total Cost	USGS Match	PVWC
01389005	Passaic River below Pompton River at Two Bridges, NJ	\$15,010	\$0	\$15,010
Total		\$15,010	\$0	\$15,010

Continuous-Record Chlorophyll (at 2 intakes) at the USGS Two Bridges Water-Quality Monitor

Station Number	Station Name	Total Cost	USGS Match	PVWC
01389005	Passaic River below Pompton River at Two Bridges, NJ	\$37,725	\$5,800	\$31,925
Total		\$37,725	\$5,800	\$31,925

Task 2 Total	\$ 52,735
USGS matching funds	\$ 5,800
Total Cost to NJWSA for Task 2—Water-Quality Monitoring	\$ 46,935

PROJECT EXPENSES	
Labor	\$22,250
Supplies, Equipment, Travel, Other	\$300
Lab (NWQL)	\$2,340
Instrumentation (HIF)	\$4,800
Total Direct Cost	\$29,690
Total Indirect Cost (Overhead)	\$23,045
TOTAL	\$52,735

Data Availability

Data are transmitted hourly via the GOES satellite to the New Jersey Water Science Center's website at <http://nj.usgs.gov>. Data are quality assured and stored in the USGS National Water Information System (NWIS) database. These provisional data will be available to the general public from the NWISWeb site at http://waterdata.usgs.gov/nj/nwis/uv/?site_no=01389005. The provisional data will be analyzed, quality-assured and approved for publication to the USGS NWISWeb at <http://waterdata.usgs.gov/nj/nwis/>.

The USGS has an automated notification service available to users of our real-time data network. USGS WaterAlert is a mobile notification system that sends email or text message updates for any of the sites where the USGS collects real-time data. Daily and hourly updates are sent when the current conditions at the gage meet or surpass a threshold of concern that is set by the user. To use the service go to <http://water.usgs.gov/wateralert>. It may be useful for your agency to use this system to be notified when the stage, discharge, or water-quality parameter at a USGS streamgage of interest reaches or exceeds a preset threshold.

FISCAL YEAR 2020 WORKPLAN

PASSAIC VALLEY WATER COMMISSION
IN COOPERATION WITH THE
US GEOLOGICAL SURVEY NEW JERSEY WATER SCIENCE CENTER

CONTINUOUS MONITORING FOR TOTAL CHLOROPHYLL-a AND TURBIDITY AT
PASSAIC RIVER BELOW TWO BRIDGES, NEW JERSEY

Problem

Demands on water resources in New Jersey require the availability of high quality water for multiple uses. Numerous sources of pollution have deteriorated the quality of water resources within the State. Water resources planning must address these and other problems to ensure a water supply of high quality to meet future water needs. To assist in the management of these resources, continuous monitoring of water-quality conditions provides the necessary information on the quality of water resources. Continuous monitoring of turbidity and chlorophyll-a in combination with existing continuous monitoring of dissolved oxygen and pH improve the identification of algal blooms, which, in turn, lead to degraded water quality downstream of the monitoring location. When the algal biomass is too great, the health of other aquatic biota may be adversely affected. Excessive algae concentrations of certain classes, such as blue-green, also create taste, odor, and water clarity issues for the production of drinking water. Water resource managers, when made aware of incipient algal blooms, may change or blend the source waters to obtain optimal water quality for water treatment.

Objective and Scope

To provide a continuous record of turbidity and Chlorophyll-a concentrations in the Passaic River downstream from the confluence with the Pompton River at Two Bridges, New Jersey. The status of turbidity and Chlorophyll-a concentration will be monitored for the purpose of planning and managing water resources in the Passaic River. Chlorophyll-a is a measure of phytoplankton biomass. Turbidity is a measure of the clarity.

Approach

Concentrations of turbidity and total Chlorophyll-a will be measured hourly on the Passaic River downstream from the confluence with the Pompton River using the monitoring station at Two Bridges, New Jersey. Both turbidity and Chlorophyll-a monitors will be operated at the existing monitoring station. The monitors will be operated and maintained to record Chlorophyll-a concentrations hourly from two locations and turbidity at 3 locations along a cross section of the river for the period October 1, 2019 through September 30, 2020.

Water samples will be collected during every routine inspection and as well as up to an additional 10 time per year depending on conditions. The samples will be sent to the USGS National Water Quality Laboratory for analysis of total Chlorophyll-a and total Pheophytin-a. The laboratory analyses will be compared to the continuous monitor data to see if the chlorophyll measurements from the Total Algae Sensor correlate with the lab analyses. The equipment will be calibrated as needed to minimize the difference between the laboratory results and the monitor readings.

**PASSAIC VALLEY WATER COMMISSION
SHARED SERVICES AGREEMENT (20LJJFA30)
WITH USGS**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT B