

LEGISLATIVE HISTORY CHECKLIST

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(continued)

VETO MESSAGE: No

GOVERNOR'S PRESS RELEASE ON SIGNING: No

FOLLOWING WERE PRINTED:

To check for circulating copies, contact New Jersey State Government Publications at the State Library (609) 278-2640 ext. 103 or <mailto:refdesk@njstatelib.org>.

REPORTS: Yes

974.90 D343 1961
Interstate-federal compact for the Delaware River Basin
By Delaware River Basin Advisory Committee
Philadelphia: Delaware River Basin Advisory Committee 1961

974.90 D343 1961a
Summary of major provisions of Delaware Basin Compact
[United States: Delaware River Basin Advisory Committee, 1961]

974.90 D343 1961b
Statement of functions and responsibilities
By Delaware River Basin Commission
[United States]: Delaware River Basin Commission [1961]

HEARINGS: No

OTHER: Yes

New Jersey State Publications Digital Library:
Interstate Commission on the Delaware River Basin (1936-1963) "(incodel reports)"
<https://dspace.njstatelib.org/xmlui/handle/10929/15636>

NEWSPAPER ARTICLES: Yes

"Water Pact Bill Signed By Meyner," Trenton Evening Times, 5-2-61, p. 3
"Legislature Set to Recess," Trenton Evening Times, 3-26-61, p. 2
"River Basin Pact Voted," Trenton Evening Times, 3-21-61, p. 5
"4-State Water Compact Studied at Capital," Trenton Evening Times, 4-13-61, p. 4
"Governors Back River Basin Pact," Trenton Evening Times, 2-2-61, p. 5
"Major Bills Before State Legislators," Trenton Evening Times, 2-14-61, p. 2
"Governors in 4-Way River Pact," Trenton Evening Times, 2-1-61, p.2

(More newspaper articles can be viewed in print format at the New Jersey State Library in the New Jersey Documents collection in the vertical clippings file entitled, "N.J.- Delaware River Basin Commission 1953- 1961")

LAW/RWH

STATE OF NEW JERSEY

INTRODUCED MARCH 13, 1961

By Senator DUMONT

Referred to Committee on Federal and Interstate Relations

AN ACT to create a regional agency by intergovernmental compact for the planning, conservation, utilization, development, management and control of the water and related natural resources of the Delaware River Basin, for the improvement of navigation, reduction of flood damage, regulation of water quality, control of pollution, development of water supply, hydroelectric energy, fish and wildlife habitat and public recreational facilities, and other purposes, and defining the functions, powers and duties of such agency.

1 BE IT ENACTED *by the Senate and General Assembly of the State of New*
2 *Jersey:*

PART I

COMPACT

1 WHEREAS, The signatory parties recognize the water and related resources
2 of the Delaware basin as regional assets vested with local, State and
3 national interests, for which they have a joint responsibility; and

4 WHEREAS, The conservation, utilization, development, management and con-
5 trol of the water and related resources of the Delaware River Basin
6 under a comprehensive multipurpose plan will bring the greatest bene-
7 fits and produce the most efficient service in the public welfare; and

8 WHEREAS, Such a comprehensive plan administered by a basin-wide agency will
9 provide effective flood damage reduction; conservation and development

10 of ground and surface water supply for municipal, industrial and agricul-
11 tural uses; development of recreational facilities in relation to reservoirs,
12 lakes and streams; propagation of fish and game; promotion of related
13 forestry, soil conservation and watershed projects; protection and aid to
14 fisheries dependent upon water resources; development of hydroelectric
15 power potentialities; improved navigation; control of the movement of
16 salt water; abatement and control of stream pollution; and regulation
17 of stream flows toward the attainment of these goals; and

18 WHEREAS, Decisions of the United States Supreme Court relating to the
19 waters of the basin have confirmed the interstate regional character of
20 the water resources of the Delaware River Basin, and the United States
21 Corps of Engineers has in a prior report on the Delaware River Basin
22 (House Document 179, 73d Cong., 2nd Sess.) officially recognized the need
23 for an interstate agency and the economies that can result from unified
24 development and control of the water resources of the basin; and

25 WHEREAS, The water resources of the basin are presently subject to the du-
26 plicating, overlapping and unco-ordinated administration of some 43 State
27 agencies, 14 interstate agencies and 19 Federal agencies which exercise a
28 multiplicity of powers and duties resulting in a splintering of authority
29 and responsibilities; and

30 WHEREAS, The joint advisory body known as the Interstate Commission on the
31 Delaware River Basin (INCodel), created by the respective commis-
32 sions or committee on Interstate Co-operation of the States of Delaware,
33 New Jersey, New York and Pennsylvania, has on the basis of its exten-
34 sive investigations, surveys and studies concluded that regional develop-
35 ment of the Delaware River Basin is feasible, advisable and urgently
36 needed; and has recommended that an interstate compact with Federal
37 participation be consummated to this end; and

38 WHEREAS, The Congress of the United States and the executive branch of the
39 government have recognized the national interest in the Delaware River
40 Basin by authorizing and directing the Corps of Engineers, United States

41 Department of the Army, to make a comprehensive survey and report on
42 the water and related resources of the Delaware River Basin, enlisting
43 the technical aid and planning participation of many Federal, State and
44 municipal agencies dealing with the waters of the basin, and in particular
45 the Federal Departments of Agriculture, Commerce, Health, Educa-
46 tion and Welfare, Interior, and Federal Power Commission; and

47 WHEREAS, Some 22,000,000 people of the United States at present live and
48 work in the region of the Delaware River Basin and its environs, and the
49 government, employment, industry and economic development of the
50 entire region and the health, safety and general welfare of its popula-
51 tion are and will continue to be vitally affected by the use, conservation,
52 management and control of the water and related resources of the Dela-
53 ware River Basin; and

54 WHEREAS, Demands upon the waters and related resources of the basin are
55 expected to mount rapidly because of the anticipated increase in the popu-
56 lation of the region projected to reach 30,000,000 by 1980 and 40,000,000
57 by 2010, and because of the anticipated increase in industrial growth
58 projected to double by 1980; and

59 WHEREAS, Water resources planning and development is technical, complex
60 and expensive, and has often required 15 to 20 years from the concep-
61 tion to the completion of a large dam and reservoir; and

62 WHEREAS, The public interest requires that facilities must be ready and
63 operative when needed, to avoid the catastrophe of unexpected floods or
64 prolonged drought, and for other purposes; and

65 WHEREAS, The Delaware River Basin Advisory Committee, a temporary body
66 constituted by the Governors of the four basin States and the mayors
67 of the cities of New York and Philadelphia, has prepared a draft of an
68 interstate-federal compact for the creation of a basin agency, and the
69 signatory parties desire to effectuate the purposes thereof; now
70 therefore

71 The States of Delaware, New Jersey and New York and the Common-
 72 wealth of Pennsylvania, and the United States of America hereby sol-
 73 emnly covenant and agree with each other, upon the enactment of con-
 74 current legislation by the Congress of the United States and by the re-
 75 spective State Legislatures, having the same effect as this part, to the
 76 following compact:

ARTICLE 1

SHORT TITLE, DEFINITIONS, PURPOSE AND LIMITATIONS

1 1.1 Short Title. This act shall be known and may be cited as the Dela-
 2 ware River Basin Compact.

1 1.2 Definitions. For the purposes of this compact, and of any supple-
 2 mental or concurring legislation enacted pursuant thereto, except as may be
 3 otherwise required by the context:

4 (a) "Basin" shall mean the area of drainage into the Delaware river
 5 and its tributaries, including Delaware bay;

6 (b) "Commission" shall mean the Delaware River Basin Commission
 7 created and constituted by this compact;

8 (c) "Compact" shall mean this act.

9 (d) "Cost" shall mean direct and indirect expenditures, commitment,
 10 and net induced adverse effects, whether or not compensated for, used or
 11 incurred in connection with the establishment, acquisition, construction,
 12 maintenance and operation of a project;

13 (e) "Facility" shall mean any real or personal property, within or with-
 14 out the basin, and improvements thereof or thereon, and any and all rights
 15 of way, water, water rights, plants, structures, machinery and equipment,
 16 acquired, constructed, operated or maintained for the beneficial use of water
 17 resources or related land uses including, without limiting the generality of
 18 the foregoing, any and all things and appurtenances necessary, useful or

19 convenient for the control, collection, storage, withdrawal, diversion, release,
 20 treatment, transmission, sale or exchange of water; or for navigation
 21 thereon, or the development and use of hydroelectric energy and power, and
 22 public recreational facilities; or the propagation of fish and wildlife; or to
 23 conserve and protect the water resources of the basin or any existing or
 24 future water supply source, or to facilitate any other uses of any of them;

25 (f) "Federal Government" shall mean the government of the United
 26 States of America, and any appropriate branch, department, bureau or di-
 27 vision thereof, as the case may be;

28 (g) "Project" shall mean any work, service or activity which is sep-
 29 arately planned, financed, or identified by the commission, or any separate
 30 facility undertaken or to be undertaken within a specified area, for the con-
 31 servation, utilization, control, development or management of water resources
 32 which can be established and utilized independently or as an addition to an
 33 existing facility, and can be considered as a separate entity for purposes of
 34 evaluation;

35 (h) "Signatory party" shall mean a State or Commonwealth party to this
 36 compact, and the Federal Government;

37 (i) "Water resources" shall include water and related natural resources
 38 in, on, under, or above the ground, including related uses of land, which are
 39 subject to beneficial use, ownership or control.

1 1.3 Purpose and Findings. The legislative bodies of the respective signa-
 2 tory parties hereby find and declare:

3 (a) The water resources of the basin are affected with a local, State,
 4 regional and national interest and their planning, conservation, utilization,
 5 development, management and control, under appropriate arrangements for
 6 intergovernmental co-operation, are public purposes of the respective signa-
 7 tory parties.

8 (b) The water resources of the basin are subject to the sovereign right
 9 and responsibility of the signatory parties, and it is the purpose of this com-
 10 pact to provide for a joint exercise of such powers of sovereignty in the
 11 common interests of the people of the region.

12 (c) The water resources of the basin are functionally interrelated, and
13 the uses of these resources are interdependent. A single administrative
14 agency is therefore essential for effective and economical direction, super-
15 vision and co-ordination of efforts and programs of Federal, State and local
16 governments and of private enterprise.

17 (d) The water resources of the Delaware River Basin, if properly
18 planned and utilized, are ample to meet all presently projected demands, in-
19 cluding existing and added diversions in future years; and ever-increasing
20 economies and efficiencies in the use and reuse of water resources can be
21 brought about by comprehensive planning, programming and management.

22 (e) In general, the purposes of this compact are to promote interstate
23 comity; to remove causes of present and future controversy; to make secure
24 and protect present developments within the States; to encourage and pro-
25 vide for the planning, conservation, utilization, development, management and
26 control of the water resources of the basin; to provide for co-operative
27 planning and action by the signatory parties with respect to such water
28 resources; and to apply the principle of equal and uniform treatment to all
29 water users who are similarly situated and to all users of related facilities,
30 without regard to established political boundaries.

1 1.4 Powers of Congress; Withdrawal. Nothing in this compact shall be
2 construed to relinquish the functions, powers or duties of the Congress of
3 the United States with respect to the control of any navigable waters within
4 the basin, nor shall any provision hereof be construed in derogation of any
5 of the constitutional powers of the Congress to regulate commerce among the
6 States and with foreign nations. The power and right of the Congress to
7 withdraw the Federal Government as a party to this compact or to revise
8 or modify the terms, conditions and provisions under which it may remain
9 a party by amendment, repeal or modification of any Federal statute appli-
10 cable thereto is recognized by the signatory parties.

1 1.5 Existing Agencies; Construction. It is the purpose of the signatory
2 parties to preserve and utilize the functions, powers and duties of existing

3 offices and agencies of government to the extent not inconsistent with this
4 compact, and the commission is authorized and directed to utilize and em-
5 ploy such offices and agencies for the purpose of this compact to the fullest
6 extent it finds feasible and advantageous.

1 1.6 Duration of Compact.

2 (a) The duration of this compact shall be for an initial period of 100
3 years from its effective date, and it shall be continued for additional periods
4 of 100 years if not later than 20 years nor sooner than 25 years prior to the
5 termination of the initial period or any succeeding period none of the signa-
6 tory States, by authority of an act of its Legislature, notifies the commission
7 of intention to terminate the compact at the end of the then current 100-year
8 period.

9 (b) In the event that this compact should be terminated by operation of
10 paragraph (a) above, the commission shall be dissolved, its assets and liabil-
11 ities transferred, and its corporate affairs wound up, in such manner as may
12 be provided by act of the Congress.

ARTICLE 2

ORGANIZATION AND AREA

1 2.1 Commission Created. The Delaware River Basin Commission is
2 hereby created as a body politic and corporate, with succession for the
3 duration of this compact, as an agency and instrumentality of the govern-
4 ments of the respective signatory parties.

1 2.2 Commission Membership. The commission shall consist of the Gov-
2 ernors of the signatory States, ex officio, and 1 commissioner to be appointed
3 by the President of the United States to serve during the term of office of the
4 President.

1 2.3 Alternates. Each member of the commission shall appoint an alter-
2 nate to act in his place and stead, with authority to attend all meetings of the
3 commission, and with power to vote in the absence of the member. Unless
4 otherwise provided by law of the signatory party for which he is appointed,
5 each alternate shall serve during the term of the member appointing him,

6 subject to removal at the pleasure of the member. In the event of a vacancy
7 in the office of alternate, it shall be filled in the same manner as an original
8 appointment for the unexpired term only.

1 2.4 Compensation. Members of the commission and alternates shall serve
2 without compensation but may be reimbursed for necessary expenses in-
3 curred in and incident to the performance of their duties.

1 2.5 Voting Power. Each member shall be entitled to 1 vote on all matters
2 which may come before the commission. No action of the commission shall be
3 taken at any meeting unless a majority of the membership shall vote in favor
4 thereof.

1 2.6 Organization and Procedure. The commission shall provide for its
2 own organization and procedure, and shall adopt rules and regulations gov-
3 erning its meetings and transactions. It shall organize annually by the
4 election of a chairman and vice-chairman from among its members. It shall
5 provide by its rules for the appointment by each member in his discretion
6 of an advisor to serve without compensation, who may attend all meetings
7 of the commission and its committees.

1 2.7 Jurisdiction of the Commission. The commission shall have, exer-
2 cise and discharge its functions, powers and duties within the limits of the
3 basin, except that it may in its discretion act outside the basin whenever
4 such action may be necessary or convenient to effectuate its powers or duties
5 within the basin, or to sell or dispose of water, hydroelectric power or other
6 water resources within or without the basin. The commission shall exercise
7 such power outside the basin only upon the consent of the State in which it
8 proposes to act.

ARTICLE 3

POWERS AND DUTIES OF THE COMMISSION

1 3.1 Purpose and Policy. The commission shall develop and effectuate
2 plans, policies and projects relating to the water resources of the basin. It
3 shall adopt and promote uniform and co-ordinated policies for water con-
4 servation, control, use and management in the basin. It shall encourage the

5 planning, development and financing of water resources projects according
6 to such plans and policies.

1 3.2 Comprehensive Plan, Program and Budgets. The commission shall,
2 in accordance with Article 13 of this compact, formulate and adopt:

3 (a) A comprehensive plan, after consultation with water users and in-
4 terested public bodies, for the immediate and long range development and
5 uses of the water resources of the basin;

6 (b) A water resources program, based upon the comprehensive plan,
7 which shall include a systematic presentation of the quantity and quality of
8 water resources needs of the area to be served for such reasonably foresee-
9 able period as the commission may determine, balanced by existing and pro-
10 posed projects required to satisfy such needs, including all public and
11 private projects affecting the basin, together with a separate statement of
12 the projects proposed to be undertaken by the commission during such
13 period; and

14 (c) An annual current expense budget, and an annual capital budget
15 consistent with the water resources program covering the commission's proj-
16 ects and facilities for the budget period.

1 3.3 Allocations, Diversions and Releases. The commission shall have the
2 power from time to time as need appears, in accordance with the doctrine of
3 equitable apportionment, to allocate the waters of the basin to and among the
4 States signatory to this compact and to and among their respective political
5 subdivisions, and to impose conditions, obligations and release requirements
6 related thereto, subject to the following limitations:

7 (a) The commission, without the unanimous consent of the parties to the
8 United States Supreme Court decree in *New Jersey v. New York*, 347 U.S.
9 995 (1954), shall not impair, diminish or otherwise adversely affect the di-
10 versions, compensating releases, rights, conditions, obligations, and provi-
11 sions for the administration thereof as provided in said decree; provided,
12 however, that after consultation with a state of emergency resulting from a
13 commission may find and declare the river master under said decree the

14 drought or catastrophe and it may thereupon by unanimous consent of its
15 members authorize and direct an increase or decrease in any allocation or
16 diversion permitted or releases required by the decree, in such manner and
17 for such limited time as may be necessary to meet such an emergency
18 condition.

19 (b) No allocation of waters hereafter made pursuant to this section shall
20 constitute a prior appropriation of the waters of the basin or confer any
21 superiority of right in respect to the use of those waters, nor shall any such
22 action be deemed to constitute an apportionment of the waters of the basin
23 among the parties hereto; provided that this paragraph shall not be deemed to
24 limit or restrict the power of the commission to enter into covenants with
25 respect to water supply, with a duration not exceeding the life of this com-
26 pact, as it may deem necessary for the benefit or development of the water
27 resources of the basin.

28 (c) Any proper party deeming itself aggrieved by action of the commis-
29 sion with respect to an out-of-basin diversion or compensating releases in con-
30 nection therewith, notwithstanding the powers delegated to the commission
31 by this compact may invoke the original jurisdiction of the United States
32 Supreme Court within 1 year after such action for an adjudication and deter-
33 mination thereof de novo. Any other action of the commission pursuant to
34 this section shall be subject to judicial review in any court of competent
35 jurisdiction.

1 3.4 Supreme Court Decree; Waivers. Each of the signatory States and
2 their respective political subdivisions, in consideration of like action by the
3 others, and in recognition of reciprocal benefits, hereby waives and relin-
4 quishes for the duration of this compact any right, privilege or power it may
5 have to apply for any modification of the terms of the decree of the United
6 States Supreme Court in *New Jersey v. New York*, 347 U. S. 995 (1954) which
7 would increase or decrease the diversions authorized or increase or decrease
8 the releases required thereunder, except that a proceeding to modify such
9 decree to increase diversions or compensating releases in connection with

10 such increased diversions may be prosecuted by a proper party to effectuate
 11 rights, powers, duties and obligations under section 3.3 of this compact, and
 12 except as may be required to effectuate the provisions of paragraphs III B 3
 13 and V B of said decree.

1 3.5 Supreme Court Decree; Specific Limitations on Commission. Except
 2 as specifically provided in sections 3.3 and 3.4 of this article, nothing in this
 3 compact shall be construed in any way to impair, diminish or otherwise ad-
 4 versely affect the rights, powers, privileges, conditions and obligations con-
 5 tained in the decree of the United States Supreme Court in *New Jersey v.*
 6 *New York*, 347 U.S. 995 (1954). To this end, and without limitation thereto,
 7 the commission shall not:

8 (a) Acquire, construct or operate any project or facility or make any
 9 order or take any action which would impede or interfere with the rights,
 10 powers, privileges, conditions or obligations contained in said decree;

11 (b) Impose or collect any fee, charge or assessment with respect to diver-
 12 sions of waters of the basin permitted by said decree;

12A (c) Exercise any jurisdiction, except upon consent of all the parties to
 13 said decree, over the planning, design, construction, operation or control of
 14 any projects, structures or facilities constructed or used in connection with
 15 withdrawals, diversions and releases of waters of the basin authorized by
 16 said decree or of the withdrawals, diversions or releases to be made there-
 17 under; or

18 (d) Serve as river master under said decree, except upon consent of all
 19 the parties thereto.

1 3.6 General Powers: The commission may:

2 (a) Plan, design, acquire, construct, reconstruct, complete, own, improve,
 3 extend, develop, operate and maintain any and all projects, facilities, prop-
 4 erties, activities and services, determined by the commission to be necessary,
 5 convenient or useful for the purposes of this compact;

6 (b) Establish standards of planning, design and operation of all projects
 7 and facilities in the basin which affect its water resources, including without

8 limitation thereto water and waste treatment plants, stream and lake recre-
9 ational facilities, trunk mains for water distribution, local flood protection
10 works, small watershed management programs, and ground water recharg-
11 ing operations;

12 (c) Conduct and sponsor research on water resources, their planning,
13 use, conservation, management, development, control and protection, and the
14 capacity, adaptability and best utility of each facility thereof, and collect,
15 compile, correlate, analyze, report and interpret data on water resources and
16 uses in the basin, including without limitation thereto the relation of water
17 to other resources, industrial water technology, ground water movement,
18 relation between water price and water demand, and general hydrological
19 conditions;

20 (d) Compile and co-ordinate systematic stream stage and ground water
21 level forecasting data, and publicize such information when and as needed
22 for water uses, flood warning, quality maintenance or other purposes;

23 (e) Conduct such special ground water investigations, tests, and opera-
24 tions and compile such data relating thereto as may be required to formulate
25 and administer the comprehensive plan;

26 (f) Prepare, publish and disseminate information and reports with re-
27 spect to the water problems of the basin and for the presentation of the
28 needs, resources and policies of the basin to executive and legislative
29 branches of the signatory parties;

30 (g) Negotiate for such loans, grants, services or other aids as may be
31 lawfully available from public or private sources to finance or assist in
32 effectuating any of the purposes of this compact; and to receive and accept
33 such aid upon such terms and conditions, and subject to such provisions for
34 repayment as may be required by Federal or State law or as the commission
35 may deem necessary or desirable;

36 (h) Exercise such other and different powers as may be delegated to
37 it by this compact or otherwise pursuant to law, and have and exercise all

38 powers necessary or convenient to carry out its express powers or which
39 may be reasonably implied therefrom.

1 3.7 Rates and Charges. The commission may from time to time after
2 public notice and hearing fix, alter and revise rates, rentals, charges and
3 tolls and classifications thereof, for the use of facilities which it may own
4 or operate and for products and services rendered thereby, without regula-
5 tion or control by any department, office or agency of any signatory party.

1 3.8 Referral and Review. No project having a substantial effect on the
2 water resources of the basin shall hereafter be undertaken by any person,
3 corporation or governmental authority unless it shall have been first submitted
4 to and approved by the commission, subject to the provisions of sections
5 3.3 and 3.5. The commission shall approve a project whenever it finds and
6 determines that such project would not substantially impair or conflict with
7 the comprehensive plan and may modify and approve as modified, or may
8 disapprove any such project whenever it finds and determines that the proj-
9 ect would substantially impair or conflict with such plan. The commission
10 shall provide by regulation for the procedure of submission, review and
11 consideration of projects, and for its determinations pursuant to this sec-
12 tion. Any determination of the commission hereunder shall be subject to
13 judicial review in any court of competent jurisdiction.

1 3.9 Co-ordination and Co-operation. The commission shall promote and
2 aid the co-ordination of the activities and programs of Federal, State, mu-
3 nicipal and private agencies concerned with water resources administration
4 in the basin. To this end, but without limitation thereto, the commission
5 may:

6 (a) Advise, consult, contract, financially assist, or otherwise co-operate
7 with any and all such agencies;

8 (b) Employ any other agency or instrumentality of any of the signa-
9 tory parties or of any political subdivision thereof, in the design, construc-
10 tion, operation and maintenance of structures, and the installation and
11 management of river control systems, or for any other purpose;

12 (c) Develop and adopt plans and specifications for particular water
13 resources projects and facilities which so far as consistent with the compre-
14 hensive plan incorporate any separate plans of other public and private
15 organizations operating in the basin, and permit the decentralized admin-
16 istration thereof;

17 (d) Qualify as a sponsoring agency under any Federal legislation here-
18 tofore or hereafter enacted to provide financial or other assistance for the
19 planning, conservation, utilization, development, management or control of
20 water resources.

1 3.10 Advisory Committees. The commission may constitute and empower
2 advisory committees, which may be comprised of representatives of the
3 public and of Federal, State, county and municipal governments, water re-
4 sources agencies, water-using industries, water-interest groups, labor and
5 agriculture.

ARTICLE 4

WATER SUPPLY

1 4.1 Generally. The commission shall have power to develop, implement
2 and effectuate plans and projects for the use of the waters of the basin for
3 domestic, municipal, agricultural and industrial water supply. To this end,
4 without limitation thereto, it may provide for, construct, acquire, operate
5 and maintain dams, reservoirs and other facilities for utilization of surface
6 and ground water resources, and all related structures, appurtenances and
7 equipment on the river and its tributaries and at such off-river sites as it
8 may find appropriate, and may regulate and control the use thereof.

1 4.2 Storage and Release of Waters.

2 (a) The commission shall have power to acquire, operate and control proj-
3 ects and facilities for the storage and release of waters, for the regulation of
4 flows and supplies of surface and ground waters of the basin, for the protec-
5 tion of public health, stream quality control, economic development, improve-
6 ment of fisheries, recreation, dilution and abatement of pollution, the pre-
7 ventation of undue salinity and other purposes.

(b) No signatory party shall permit any augmentation of flow to be diminished by the diversion of any water of the basin during any period in which waters are being released from storage under the direction of the commission for the purpose of augmenting such flow, except in cases where such diversion is duly authorized by this compact, or by the commission pursuant thereto, or by the judgment, order or decree of a court of competent jurisdiction.

4.3 Assessable Improvements. The commission may undertake to provide stream regulation in the main stream or any tributary in the basin and may assess on an annual basis or otherwise the cost thereof upon water users or any classification of them specially benefited thereby to a measurable extent, provided that no such assessment shall exceed the actual benefit to any water user. Any such assessment shall follow the procedure prescribed by law for local improvement assessments and shall be subject to judicial review in any court of competent jurisdiction.

4.4 Co-ordination. Prior to entering upon the execution of any project authorized by this article, the commission shall review and consider all existing rights, plans and programs of the signatory parties, their political subdivisions, private parties, and water users which are pertinent to such project, and shall hold a public hearing on each proposed project.

4.5 Additional Powers. In connection with any project authorized by this article, the commission shall have power to provide storage, treatment, pumping and transmission facilities, but nothing herein shall be construed to authorize the commission to engage in the business of distributing water.

ARTICLE 5

POLLUTION CONTROL

5.1 General Powers. The commission may undertake investigations and surveys, and acquire, construct, operate and maintain projects and facilities to control potential pollution and abate or dilute existing pollution of the water resources of the basin. It may invoke as complainant the power and jurisdiction of water pollution abatement agencies of the signatory parties.

1 5.2 Policy and Standards. The commission may assume jurisdiction to
2 control future pollution and abate existing pollution in the waters of the basin,
3 whenever it determines after investigation and public hearing upon due
4 notice that the effectuation of the comprehensive plan so requires. The
5 standard of such control shall be that pollution by sewage or industrial or
6 other waste originating within a signatory state shall not injuriously affect
7 waters of the basin as contemplated by the comprehensive plan. The commis-
8 sion, after such public hearing may classify the waters of the basin and es-
9 tablish standards of treatment of sewage, industrial or other waste, according
10 to such classes including allowance for the variable factors of surface and
11 ground waters, such as size of the stream, flow, movement, location, character,
12 self-purification, and usage of the waters affected. After such investigation,
13 notice and hearing the commission may adopt and from time to time amend
14 and repeal rules, regulations and standards to control such future pollution
15 and abate existing pollution, and to require such treatment of sewage, in-
16 dustrial or other waste within a time reasonable for the construction of the
17 necessary works as may be required to protect the public health or to pre-
18 serve the waters of the basin for uses in accordance with the comprehensive
19 plan.

1 5.3 Co-operative Legislation and Administration. Each of the signatory
2 parties covenants and agrees to prohibit and control pollution of the waters
3 of the basin according to the requirements of this compact and to co-operate
4 faithfully in the control of future pollution in and abatement of existing
5 pollution from the rivers, streams, and waters in the basin which flow through,
6 under, into or border upon any of such signatory States, and in order to effect
7 such object, agrees to enact any necessary legislation to enable each such party
8 to place and maintain the waters of said basin in a satisfactory condition,
9 available for safe and satisfactory use as public and industrial water supplies
10 after reasonable treatment, suitable for recreational usage, capable of main-
11 taining fish and other aquatic life, free from unsightly or malodorous
12 nuisances due to floating solids or sludge deposits and adaptable to such other
13 uses as may be provided by the comprehensive plan.

1 5.4 Enforcement. The commission may, after investigation and hearing,
2 issue an order or orders upon any person or public or private corporation, or
3 other entity, to cease the discharge of sewage, industrial or other waste into
4 waters of the basin which it determines to be in violation of such rules and
5 regulations as it shall have adopted for the prevention and abatement of pol-
6 lution. Any such order or orders may prescribe the date, including a reason-
7 able time for the construction of any necessary works, on or before which such
8 discharge shall be wholly or partially discontinued, modified or treated, or
9 otherwise conformed to the requirements of such rules and regulations. Such
10 order shall be reviewable in any court of competent jurisdiction. The courts
11 of the signatory parties shall have jurisdiction to enforce against any person,
12 public or private corporation, or other entity, any and all provisions of this
13 article or of any such order. The commission may bring an action in its own
14 name in any such court of competent jurisdiction to compel compliance with
15 any provision of this article, or any rule or regulation issued pursuant thereto
16 or of any such order, according to the practice and procedure of the court.

1 5.5 Further Jurisdiction. Nothing in this compact shall be construed to
2 repeal, modify or qualify the authority of any signatory party to enact any
3 legislation or enforce any additional conditions and restrictions to lessen or
4 prevent the pollution of waters within its jurisdiction.

ARTICLE 6

FLOOD PROTECTION

1 6.1 General Powers. The commission may plan, design, construct and
2 operate and maintain projects and facilities, as it may deem necessary or de-
3 sirable for flood damage reduction. It shall have power to operate such
4 facilities and to store and release waters on the Delaware river and its tribu-
5 taries and elsewhere within the basin, in such manner, at such times, and under
6 such regulations as the commission may deem appropriate to meet flood condi-
7 tions as they may arise.

1 6.2 Flood Plain Zoning.

2 (a) The commission shall have power to adopt, amend and repeal rec-
3 ommended standards, in the manner provided by this section, relating to the
4 nature and extent of the uses of land in areas subject to flooding by waters
5 of the Delaware river and its tributaries. Such standards shall not be
6 deemed to impair or restrict the power of the signatory parties or their politi-
7 cal subdivisions to adopt zoning and other land use regulations not incon-
8 sistent therewith.

9 (b) The commission may study and determine the nature and extent of
10 the flood plains of the Delaware river and its tributaries. Upon the basis
11 of such studies, it may establish encroachment lines and delineate the areas
12 subject to flood, including a classification of lands with reference to relative
13 risk of flood and the establishment of standards for flood plain use which will
14 safeguard the public health, safety and property. Prior to the adoption of
15 any standards delineating such area or defining such use, the commission
16 shall hold public hearings, in the manner provided by article 14, with re-
17 spect to the substance of such standards. At or before such public hearings
18 the proposed standards shall be available, and all interested persons shall
19 be given an opportunity to be heard thereon at the hearing. Upon the
20 adoption and promulgation of such standards, the commission may enter into
21 agreements to provide technical and financial aid to any municipal corpora-
22 tion for the administration and enforcement of any local land use ordinances
23 or regulations giving effect to such standards.

1 6.3 Flood Lands Acquisition. The commission shall have power to ac-
2 quire the fee or any lesser interest in lands and improvements thereon within
3 the area of a flood plain for the purpose of restricting the use of such prop-
4 erty so as to minimize the flood hazard, converting property to uses appro-
5 priate to flood plain conditions, or preventing unwarranted constrictions that
6 reduce the ability of the river channel to carry flood water. Any such action
7 shall be in accord with the standards adopted and promulgated pursuant to
8 section 6.2.

1 6.4 Flood and Stream Stage Warnings and Posting. The commission
2 may cause lands particularly subject to flood to be posted with flood hazard
3 warnings, and may from time to time cause flood advisory notices to be pub-
4 lished and circulated as conditions may warrant.

ARTICLE 7

WATERSHED MANAGEMENT

1 7.1 Watersheds Generally. The commission shall promote sound prac-
2 tices of watershed management in the basin, including projects and facilities
3 to retard runoff and waterflow and prevent soil erosion.

1 7.2 Soil Conservation and Forestry. The commission may acquire,
2 sponsor or operate facilities and projects to encourage soil conservation, pre-
3 vent and control erosion, and to promote land reclamation and sound forestry
4 practices.

1 7.3 Fish and Wildlife. The commission may acquire, sponsor or oper-
2 ate projects and facilities for the maintenance and improvement of fish and
3 wildlife habitats related to the water resources of the basin.

1 7.4 Co-operative Planning and Operation.

2 (a) The commission shall co-operate with the appropriate agencies of
3 the signatory parties and with other public and private agencies in the
4 planning and effectuation of a co-ordinated program of facilities and proj-
5 ects authorized by this article.

6 (b) The commission shall not operate any such project or facility un-
7 less it has first found and determined that no other suitable unit or agency
8 of government is available to operate the same upon reasonable conditions,
9 in accordance with the intent and purpose expressed in section 1.5 of this
10 compact.

ARTICLE 8

RECREATION

1 8.1 Development. The commission shall provide for the development of
2 water related public sports and recreational facilities. The commission on its

3 own account or in co-operation with a signatory party, political subdivision
 4 or any agency thereof, may provide for the construction, maintenance and
 5 administration of such facilities, subject to the provisions of section 8.2
 6 hereof.

1 8.2 Co-operative Planning and Operation.

2 (a) The commission shall co-operate with the appropriate agencies of
 3 the signatory parties and with other public and private agencies in the plan-
 4 ning and effectuation of a co-ordinated program of facilities and projects
 5 authorized by this article.

6 (b) The commission shall not operate any such project or facility unless
 7 it has first found and determined that no other suitable unit or agency of
 8 government is available to operate the same upon reasonable conditions, in
 9 accordance with the intent and purpose expressed in section 1.5 of this
 10 compact.

1 8.3 Operation and Maintenance. The commission, within limits prescribed
 2 by this article, shall:

3 (a) Encourage activities of other public agencies having water related
 4 recreational interests and assist in the co-ordination thereof;

5 (b) Recommend standards for the development and administration of
 6 water related recreational facilities;

7 (c) Provide for the administration, operation and maintenance of recre-
 8 ational facilities owned or controlled by the commission and for the letting
 9 and supervision of private concessions in accordance with this article.

1 8.4 Concessions. The commission shall after notice and public hearing
 2 provide by regulation for the award of contracts for private concessions in
 3 connection with recreational facilities, including any renewal or extension
 4 thereof, upon sealed competitive bids after public advertisement therefor.

ARTICLE 9

HYDROELECTRIC POWER

1 9.1 Development. The waters of the Delaware river and its tributaries
 2 may be impounded and used by or under authority of the commission for the

3 generation of hydroelectric power and hydroelectric energy, in accordance
4 with the comprehensive plan.

1 9.2 Power Generation. The commission may develop and operate, or
2 authorize to be developed and operated, dams and related facilities and ap-
3 purtenances for the purpose of generating hydroelectric power and hydro-
4 electric energy.

1 9.3 Transmission. The commission may provide facilities for the trans-
2 mission of hydroelectric power and hydroelectric energy produced by it
3 where such facilities are not otherwise available upon reasonable terms, for
4 the purpose of wholesale marketing of power and nothing herein shall be
5 construed to authorize the commission to engage in the business of direct
6 sale to consumers.

1 9.4 Development Contracts. The commission may after public notice and
2 hearing enter into contracts on reasonable terms, consideration and dura-
3 tion under which public utilities or public agencies may develop hydroelec-
4 tric power and hydroelectric energy through the use of dams, related facilities
5 and other appurtenances.

1 9.5 Rates and Charges. Rates and charges fixed by the commission for
2 power which is produced by its facilities shall be reasonable, nondiscrimina-
3 tory, and just.

ARTICLE 10

REGULATION OF WITHDRAWALS AND DIVERSIONS

1 10.1 Power of Regulation. The commission may regulate and control
2 withdrawals and diversions from surface waters and ground waters of the
3 basin, as provided by this article. The commission may enter into agree-
4 ments with the signatory parties relating to the exercise of such power of
5 regulation or control and may delegate to any of them such powers of the
6 commission as it may deem necessary or desirable.

1 10.2 Determination of Protected Areas. The commission may from time
2 to time after public hearing upon due notice determine and delineate such

3 areas within the basin wherein the demands upon supply made by water
4 users have developed or threaten to develop to such a degree as to create a
5 water shortage or to impair or conflict with the requirements or effectua-
6 tion of the comprehensive plan, and any such areas may be designated as
7 "protected areas." The commission, whenever it determines that such short-
8 age no longer exists, shall terminate the protected status of such area and
9 shall give public notice of such termination.

1 10.3 Withdrawal Permits. In any protected areas so determined and
2 delineated, no person, firm, corporation or other entity shall divert or with-
3 draw water for domestic, municipal, agricultural or industrial uses in excess
4 of such quantities as the commission may prescribe by general regulation,
5 except (i) pursuant to a permit granted under this article, or (ii) pursuant
6 to a permit or approval heretofore granted under the laws of any of the
7 signatory States.

1 10.4 Emergency. In the event of a drought or other condition which
2 may cause an actual and immediate shortage of available water supply
3 within the basin, or within any part thereof, the commission may, after pub-
4 lic hearing, determine and delineate the area of such shortage and declare
5 a water supply emergency therein. For the duration of such emergency as
6 determined by the commission no person, firm, corporation or other public
7 or private entity shall divert or withdraw water for any purpose, in excess
8 of such quantities as the commission may prescribe by general regulation
9 or authorize by special permit granted hereunder.

1 10.5 Standards. Permits shall be granted, modified or denied as the case
2 may be so as to avoid such depletion of the natural stream flows and ground
3 waters in the protected area or in an emergency area as will adversely
4 affect the comprehensive plan or the just and equitable interests and rights
5 of other lawful users of the same source, giving due regard to the need to
6 balance and reconcile alternative and conflicting uses in the event of an actual
7 or threatened shortage of water of the quality required.

1 10.6 Judicial Review. The determinations and delineations of the com-
2 mission pursuant to section 10.2 and the granting, modification or denial of
3 permits pursuant to section 10.3 through 10.5 shall be subject to judicial
4 review in any court of competent jurisdiction.

1 10.7 Maintenance of Records. Each State shall provide for the mainte-
2 nance and preservation of such records of authorized diversions and with-
3 drawals and the annual volume thereof as the commission shall prescribe.
4 Such records and supplementary reports shall be furnished to the commis-
5 sion at its request.

1 10.8 Existing State Systems. Whenever the commission finds it neces-
2 sary or desirable to exercise the powers conferred by this article any diver-
3 sion or withdrawal permits authorized or issued under the laws of any of the
4 signatory States shall be superseded to the extent of any conflict with the
5 control and regulation exercised by the commission.

ARTICLE 11

INTERGOVERNMENTAL RELATIONS

1 11.1 Federal Agencies and Projects. For the purposes of avoiding con-
2 flicts of jurisdiction and of giving full effect to the commission as a regional
3 agency of the signatory parties, the following rules shall govern Federal
4 projects affecting the water resources of the basin, subject in each case to
5 the provisions of section 1.4 of this compact:

6 (a) The planning of all projects related to powers delegated to the
7 commission by this compact shall be undertaken in consultation with the
8 commission;

9 (b) No expenditure or commitment shall be made for or on account of
10 the construction, acquisition or operation of any project or facility nor shall
11 it be deemed authorized, unless it shall have first been included by the
12 commission in the comprehensive plan;

13 (c) Each Federal agency otherwise authorized by law to plan, design,
14 construct, operate or maintain any project or facility in or for the basin

15 shall continue to have, exercise and discharge such authority except as
16 specifically provided by this section.

1 11.2 State and Local Agencies and Projects. For the purpose of avoid-
2 ing conflicts of jurisdiction and of giving full effect to the commission as a
3 regional agency of the signatory parties, the following rules shall govern
4 projects of the signatory States, their political subdivisions and public cor-
5 porations affecting water resources of the basin:

6 (a) The planning of all projects related to powers delegated to the
7 commission by this compact shall be undertaken in consultation with the
8 commission;

8A (b) No expenditure or commitment shall be made for or on account
9 of the construction, acquisition or operation of any project or facility unless
10 it shall have first been included by the commission in the comprehensive
11 plan;

12 (c) Each State and local agency otherwise authorized by law to plan,
13 design, construct, operate or maintain any project or facility in or for the
14 basin shall continue to have, exercise and discharge such authority, except
15 as specifically provided by this section.

1 11.3 Reserved Taxing Powers of States. Each of the signatory parties
2 reserves the right to levy, assess and collect fees, charges and taxes on or
3 measured by the withdrawal or diversion of waters of the basin for use within
4 the jurisdictions of the respective signatory parties.

1 11.4 Project Costs and Evaluation Standards. The commission shall
2 establish uniform standards and procedures for the evaluation, determina-
3 tion of benefits, and cost allocations of projects affecting the basin, and for
4 the determination of project priorities, pursuant to the requirements of the
5 comprehensive plan and its water resources program. The commission shall
6 develop equitable cost sharing and reimbursement formulas for the signa-
7 tory parties including:

8 (a) Uniform and consistent procedures for the allocation of project costs
9 among purposes included in multiple-purpose programs;

10 (b) Contracts and arrangements for sharing financial responsibility
11 among and with signatory parties, public bodies, groups and private enter-
12 prise, and for the supervision of their performance;

13 (c) Establishment and supervision of a system of accounts for reim-
14 bursable purposes and directing the payments and charges to be made from
15 such accounts;

16 (d) Determining the basis and apportioning amounts (i) of reimbursable
17 revenues to be paid signatory parties or their political subdivisions, and
18 (ii) of payments in lieu of taxes to any of them.

1 11.5 Co-operative Services. The commission shall furnish technical serv-
2 ices, advice and consultation to authorized agencies of the signatory parties
3 with respect to the water resources of the basin, and each of the signatory
4 parties pledges itself to provide technical and administrative services to the
5 commission upon request, within the limits of available appropriations and
6 to co-operate generally with the commission for the purposes of this compact,
7 and the cost of such services may be reimbursable whenever the parties deem
8 appropriate.

ARTICLE 12

CAPITAL FINANCING

1 12.1 Borrowing Power. The commission may borrow money for any of
2 the purposes of this compact, and may issue its negotiable bonds and other
3 evidences of indebtedness in respect thereto. All such bonds and evidences
4 of indebtedness shall be payable solely out of the properties and revenues of
5 the commission without recourse to taxation. The bonds and other obliga-
6 tions of the commission, except as may be otherwise provided in the inden-
7 ture under which they were issued, shall be direct and general obligations of
8 the commission and the full faith and credit of the commission are hereby
9 pledged for the prompt payment of the debt service thereon and for the ful-
10 fillment of all other undertakings of the commission assumed by it to or for
11 the benefit of the holders thereof.

1 12.2 Funds and Expenses. The purposes of this compact shall include
2 without limitation thereto all costs of any project or facility or any part
3 thereof, including interest during a period of construction and a reasonable
4 time thereafter and any incidental expenses (legal, engineering, fiscal, finan-
5 cial consultant and other expenses) connected with issuing and disposing of
6 the bonds; all amounts required for the creation of an operating fund, con-
7 struction fund, reserve fund, sinking fund, or other special fund; all other
8 expenses connected with the planning, design, acquisition, construction, com-
9 pletion, improvement or reconstruction of any facility or any part thereof;
10 and reimbursement of advances by the commission or by others for such pur-
11 poses and for working capital.

1 12.3 Credit Excluded; Officers, State and Municipal. The commission
2 shall have no power to pledge the credit of any signatory party, or of any
3 county or municipality, or to impose any obligation for payment of the
4 bonds upon any signatory party or any county or municipality. Neither the
5 commissioners nor any person executing the bonds shall be liable personally
6 on the bonds of the commission or be subject to any personal liability or
7 accountability by reason of the issuance thereof.

1 12.4 Funding and Refunding. Whenever the commission deems it expe-
2 dient, it may fund and refund its bonds and other obligations whether or not
3 such bonds and obligations have matured. It may provide for the issuance,
4 sale or exchange of refunding bonds for the purpose of redeeming or retir-
5 ing any bonds (including the payment of any premium, duplicate interest or
6 cash adjustment required in connection therewith) issued by the commission
7 or issued by any other issuing body, the proceeds of the sale of which have been
8 applied to any facility acquired by the commission or which are payable out
9 of the revenues of any facility acquired by the commission. Bonds may be
10 issued partly to refund bonds and other obligations then outstanding, and
11 partly for any other purpose of the commission. All provisions of this com-
12 pact applicable to the issuance of bonds are applicable to refunding bonds
13 and to the issuance, sale or exchange thereof.

12.5 Bonds; Authorization Generally. Bonds and other indebtedness of the commission shall be authorized by resolution of the commission. The validity of the authorization and issuance of any bonds by the commission shall not be dependent upon nor affected in any way by: (i) the disposition of bond proceeds by the commission or by contract, commitment or action taken with respect to such proceeds; or (ii) the failure to complete any part of the project for which bonds are authorized to be issued. The commission may issue bonds in 1 or more series and may provide for 1 or more consolidated bond issues, in such principal amounts and with such terms and provisions as the commission may deem necessary. The bonds may be secured by a pledge of all or any part of the property, revenues and franchises under its control. Bonds may be issued by the commission in such amount, with such maturities and in such denominations and form or forms, whether coupon or registered, as to both principal and interest, as may be determined by the commission. The commission may provide for redemption of bonds prior to maturity on such notice and at such time or times and with such redemption provisions, including premiums, as the commission may determine.

12.6 Bonds; Resolutions and Indentures Generally. The commission may determine and enter into indentures providing for the principal amount, date or dates, maturities, interest rate, denominations, form, registration, transfer, interchange and other provisions of the bonds and coupons and the terms and conditions upon which the same shall be executed, issued, secured, sold, paid, redeemed, funded and refunded. The resolution of the commission authorizing any bond or any indenture so authorized under which the bonds are issued may include all such covenants and other provisions other than any restriction on the regulatory powers vested in the commission by this compact as the commission may deem necessary or desirable for the issue, payment, security, protection or marketing of the bonds, including without limitation covenants and other provisions as to the rates or amounts of fees, rents and other charges to be charged or made for use of the facilities; the

14 use, pledge, custody, securing, application and disposition of such revenues,
15 of the proceeds of the bonds, and of any other moneys of the commission;
16 the operation, maintenance, repair and reconstruction of the facilities and
17 the amounts which may be expended therefor; the sale, lease or other dis-
18 position of the facilities; the insuring of the facilities and of the revenues
19 derived therefrom; the construction or other acquisition of other facilities; the
20 issuance of additional bonds or other indebtedness; the rights of the bond-
21 holders and of any trustee for the bondholders upon default by the com-
22 mission or otherwise; and the modification of the provisions of the indenture
23 and of the bonds. Reference on the face of the bonds to such resolution or
24 indenture by its date of adoption or the apparent date on the face thereof
25 is sufficient to incorporate all of the provisions thereof and of this compact
26 into the body of the bonds and their appurtenant coupons. Each taker and
27 subsequent holder of the bonds or coupons, whether the coupons are attached
28 to or detached from the bonds, has recourse to all of the provisions of the
29 indenture and of this compact and is bound thereby.

1 12.7 Maximum Maturity. No bond by its terms shall mature in more than
2 50 years from its own date and in the event any authorized issue is divided
3 into 2 or more series or divisions, the maximum maturity date hereby au-
4 thorized shall be calculated from the date on the face of each bond sepa-
5 rately, irrespective of the fact that different dates may be prescribed for the
6 bonds of each separate series or division of any authorized issue.

7 12.8 Tax Exemption. All bonds issued by the commission under the pro-
8 visions of this compact and the interest thereof shall at all times be free and
9 exempt from all taxation by or under authority of any of the signatory
10 parties, except for transfer, inheritance and estate taxes.

11 12.9 Interest. Bonds shall bear interest at a rate of not to exceed 6%
12 per annum, payable annually or semiannually.

13 12.10 Place of Payment. The commission may provide for the payment
14 of the principal and interest of bonds at any place or places within or with-
15 out the signatory States, and in any specified lawful coin or currency of the
16 United States of America.

1 12.11 Execution. The commission may provide for the execution and
2 authentication of bonds by the manual, lithographed or printed facsimile
3 signature of officers of the commission, and by additional authentication by
4 a trustee or fiscal agent appointed by the commission. If any of the officers
5 whose signatures or counter signatures appear upon the bonds or coupons
6 cease to be officers before the delivery of the bonds or coupons, their signa-
7 tures or counter signatures are nevertheless valid and of the same force and
8 effect as if the officers had remained in office until the delivery of the bonds
9 and coupons.

1 12.12 Holding Own Bonds. The commission shall have power out of any
2 funds available therefor to purchase its bonds and may hold, cancel or resell
3 such bonds.

1 12.13 Sale. The commission may fix terms and conditions for the sale
2 or other disposition of any authorized issue of bonds. The commission may
3 sell bonds at less than their par or face value but no issue of bonds may be
4 sold at an aggregate price below the par or face value thereof if such sale
5 would result in a net interest cost to the commission calculated upon the
6 entire issue so sold of more than 6% per annum payable semiannually,
7 according to standard tables of bond values. All bonds issued and sold for
8 cash pursuant to this act shall be sold on sealed proposals to the highest
9 bidder. Prior to such sale, the commission shall advertise for bids by publi-
10 cation of a notice of sale not less than 10 days prior to the date of sale, at
11 least once in a newspaper of general circulation printed and published in
12 New York City carrying municipal bond notices and devoted primarily to
13 financial news. The commission may reject any and all bids submitted and
14 may thereafter sell the bonds so advertised for sale at private sale to any
15 financially responsible bidder under such terms and conditions as it deems
16 most advantageous to the public interest, but the bonds shall not be sold at a
17 net interest cost calculated upon the entire issue so advertised, greater than
18 the lowest bid which was rejected. In the event the commission desires to
19 issue its bonds in exchange for an existing facility or portion thereof, or in

20 exchange for bonds secured by the revenues of an existing facility, it may
21 exchange such bonds for the existing facility or portion thereof or for the
22 bonds so secured, plus an additional amount of cash, without advertising
23 such bonds for sale.

1 12.14 Negotiability. All bonds issued under the provisions of this com-
2 pact are negotiable instruments, except when registered in the name of a
3 registered owner.

1 12.15 Legal Investments. Bonds of the commission shall be legal invest-
2 ments for savings banks, fiduciaries and public funds in each of the signatory
3 States.

1 12.16 Validation Proceedings. Prior to the issuance of any bonds, the
2 commission may institute a special proceeding to determine the legality of
3 proceedings to issue the bonds and their validity under the laws of any of the
4 signatory parties. Such proceeding shall be instituted and prosecuted in rem
5 and the judgment rendered therein shall be conclusive against all persons
6 whomsoever and against each of the signatory parties.

1 12.17 Recording. No indenture need be recorded or filed in any public
2 office, other than the office of the commission. The pledge of revenues pro-
3 vided in any indenture shall take effect forthwith as provided therein and
4 irrespective of the date of receipt of such revenues by the commission or
5 the indenture trustee. Such pledge shall be effective as provided in the in-
6 denture without physical delivery of the revenues to the commission or to
7 the indenture trustee.

1 12.18 Pledged Revenues. Bond redemption and interest payments shall,
2 to the extent provided in the resolution or indenture, constitute a first, direct
3 and exclusive charge and lien on all such rates, rents, tolls, fees and charges
4 and other revenues and interest thereon received from the use and opera-
5 tion of the facility, and on any sinking or other funds created therefrom. All
6 such rates, rents, tolls, fees, charges and other revenues, together with in-
7 terest thereon, shall constitute a trust fund for the security and payment of

8 such bonds and except as and to the extent provided in the indenture with
9 respect to the payment therefrom of expenses for other purposes including
10 administration, operation, maintenance, improvements or extensions of the
11 facilities or other purposes shall not be used or pledged for any other pur-
12 pose so long as such bonds, or any of them, are outstanding and unpaid.

1 12.19 Remedies. The holder of any bond may for the equal benefit and
2 protection of all holders of bonds similarly situated: (a) by mandamus or
3 other appropriate proceedings require and compel the performance of any
4 of the duties imposed upon the commission or assumed by it, its officers,
5 agents or employees under the provisions of any indenture, in connection
6 with the acquisition, construction, operation, maintenance, repair, reconstruc-
7 tion or insurance of the facilities, or in connection with the collection, deposit,
8 investment, application and disbursement of the rates, rents, tolls, fees,
9 charges and other revenues derived from the operation and use of the fa-
10 cilities, or in connection with the deposit, investment and disbursement of
11 the proceeds received from the sale of bonds; or (b) by action or suit in a
12 court of competent jurisdiction of any signatory party require the commis-
13 sion to account as if it were the trustee of an express trust, or enjoin any
14 acts or things which may be unlawful or in violation of the rights of the
15 holders of the bonds. The enumeration of such rights and remedies does
16 not, however, exclude the exercise or prosecution of any other rights or
17 remedies available to the holders of bonds.

1 12.20 Capital Financing by Signatory Parties; Guaranties.

2 (a) The signatory parties will provide such capital funds required for
3 projects of the commission as may be authorized by their respective statutes
4 in accordance with a cost sharing plan prepared pursuant to Article 11 of
5 this compact; but nothing in this section shall be deemed to impose any
6 mandatory obligation on any of the signatory parties other than such obli-
7 gations as may be assumed by a signatory party in connection with a specific
8 project or facility.

9 (b) Bonds of the commission, notwithstanding any other provision of
10 this compact, may be executed and delivered to any duly authorized agency
11 of any of the signatory parties without public offering and may be sold and
12 resold with or without the guaranty of such signatory party, subject to and
13 in accordance with the constitutions of the respective signatory parties.

14 (c) The commission may receive and accept, and the signatory parties
15 may make, loans, grants, appropriations, advances and payments of reim-
16 bursable or nonreimbursable funds or property in any form for the capital
17 or operating purposes of the commission.

ARTICLE 13

PLAN, PROGRAM AND BUDGETS

1 13.1 Comprehensive Plan. The commission shall develop and adopt, and
2 may from time to time review and revise, a comprehensive plan for the
3 immediate and long range development and use of the water resources of the
4 basin. The plan shall include all public and private projects and facilities
5 which are required, in the judgment of the commission, for the optimum
6 planning, development, conservation, utilization, management and control of
7 the water resources of the basin to meet present and future needs; provided
8 that the plan shall include any projects required to conform with any present
9 or future decree or judgment of any court of competent jurisdiction. The
10 commission may adopt a comprehensive plan or any revision thereof in such
11 part or parts as it may deem appropriate, provided that before the adoption
12 of the plan or any part or revision thereof the commission shall consult with
13 water users and interested public bodies and public utilities and shall con-
14 sider and give due regard to the findings and recommendations of the vari-
15 ous agencies of the signatory parties and their political subdivisions. The
16 commission shall conduct public hearings with respect to the comprehensive
17 plan prior to the adoption of the plan or any part or revision thereof.

1 13.2 Water Resources Program. The commission shall annually adopt a
2 water resources program, based upon the comprehensive plan, consisting of

3 the projects and facilities which the commission proposes to be undertaken
4 by the commission and by other authorized governmental and private agen-
5 cies, organizations and persons during the ensuing 6 years or such other
6 reasonably foreseeable period as the commission may determine. The water
7 resources program shall include a systematic presentation of:

8 (1) the quantity and quality of water resources needs for such period;

9 (2) the existing and proposed projects and facilities required to satisfy
10 such needs, including all public and private projects to be anticipated;

11 (3) a separate statement of the projects proposed to be undertaken by
12 the commission during such period.

1 13.3 Annual Current Expense and Capital Budgets.

2 (a) The commission shall annually adopt a capital budget including all
3 capital projects it proposes to undertake or continue during the budget pe-
4 riod containing a statement of the estimated cost of each project and the
5 method of financing thereof.

6 (b) The commission shall annually adopt a current expense budget for
7 each fiscal year. Such budget shall include the commission's estimated ex-
8 penses for administration, operation, maintenance and repairs, including a
9 separate statement thereof for each project, together with its cost alloca-
10 tion. The total of such expenses shall be balanced by the commission's esti-
11 mated revenues from all sources, including the cost allocations undertaken
12 by any of the signatory parties in connection with any project. Following
13 the adoption of the annual current expense budget by the commission, the
14 executive director of the commission shall:

15 (1) certify to the respective signatory parties the amounts due in ac-
16 cordance with existing cost sharing established for each project; and

17 (2) transmit certified copies of such budget to the principal budget offi-
18 cer of the respective signatory parties at such time and in such manner as
19 may be required under their respective budgetary procedures. The amount
20 required to balance the current expense budget in addition to the aggregate
21 amount of item (1) above and all other revenues available to the commission

22 shall be apportioned equitably among the signatory parties by unanimous
23 vote of the commission, and the amount of such apportionment to each
24 signatory party shall be certified together with the budget.

25 (c) The respective signatory parties covenant and agree to include the
26 amounts so apportioned for the support of the current expense budget in
27 their respective budgets next to be adopted, subject to such review and ap-
28 proval as may be required by their respective budgetary processes. Such
29 amounts shall be due and payable to the commission in quarterly install-
30 ments during its fiscal year, provided that the commission may draw upon
31 its working capital to finance its current expense budget pending remittances
32 by the signatory parties.

ARTICLE 14

GENERAL PROVISIONS

1 14.1 Auxiliary Powers of Commission; Functions of Commissioners.

2 (a) The commission, for the purposes of this compact, may:

3 (1) Adopt and use a corporate seal, enter into contracts, sue and be
4 sued in all courts of competent jurisdiction;

5 (2) Receive and accept such payments, appropriations, grants, gifts,
6 loans, advances and other funds, properties and services as may be trans-
7 ferred or made available to it by any signatory party or by any other public
8 or private corporation or individual, and enter into agreements to make re-
9 imbursement for all or part thereof;

10 (3) Provide for, acquire and adopt detailed engineering, administrative,
11 financial and operating plans and specifications to effectuate, maintain or
12 develop any facility or project;

13 (4) Control and regulate the use of facilities owned or operated by the
14 commission;

15 (5) Acquire, own, operate, maintain, control, sell and convey real and
16 personal property and any interest therein by contract, purchase, lease, li-
17 cense, mortgage or otherwise as it may deem necessary for any project or

18 facility, including any and all appurtenances thereto necessary, useful or
19 convenient for such ownership, operation, control, maintenance or conveyance;

20 (6) Have and exercise all corporate powers essential to the declared
21 objects and purposes of the commission.

22 (b) The commissioners, subject to the provisions of this compact, shall:

23 (1) Serve as the governing body of the commission, and exercise and
24 discharge its powers and duties except as otherwise provided by or pursuant
25 to this compact;

26 (2) Determine the character of and the necessity for its obligations and
27 expenditures and the manner in which they shall be incurred, allowed, and
28 paid subject to any provisions of law specifically applicable to agencies or
29 instrumentalities created by compact;

30 (3) Provide for the internal organization and administration of the
31 commission;

32 (4) Appoint the principal officers of the commission and delegate to and
33 allocate among them administrative functions, powers and duties;

34 (5) Create and abolish offices, employments and positions as it deems
35 necessary for the purposes of the commission, and subject to the provisions
36 of this article, fix and provide for the qualification, appointment, removal,
37 term, tenure, compensation, pension and retirement rights of its officers and
38 employees;

39 (6) Let and execute contracts to carry out the powers of the commission.

1 14.2 Regulations; Enforcement. The commission may:

2 (a) Make and enforce reasonable rules and regulations for the effectua-
3 tion, application and enforcement of this compact; and it may adopt and
4 enforce practices and schedules for or in connection with the use, mainte-
5 nance and administration of projects and facilities it may own or operate
6 and any product or service rendered thereby; provided that any rule or
7 regulation, other than 1 which deals solely with the internal management
8 of the commission, shall be adopted only after public hearing and shall not
9 be effective unless and until filed in accordance with the law of the respec-

10 tive signatory parties applicable to administrative rules and regulations
11 generally; and

12 (b) Designate any officer, agent or employee of the commission to be an
13 investigator or watchman and such person shall be vested with the powers
14 of a peace officer of the State in which he is duly assigned to perform his
15 duties.

1 14.3 Tax Exemption. The commission, its property, functions, and activi-
2 ties shall be exempt from taxation by or under the authority of any of the
3 signatory parties or any political subdivision thereof; provided that in lieu
4 of property taxes the commission shall, as to specific projects, make pay-
5 ments to local taxing districts in annual amounts which shall equal the taxes
6 lawfully assessed upon property for the tax year next prior to its acquisition
7 by the commission for a period of 10 years. The nature and amount of
8 such payments shall be reviewed by the commission at the end of 10 years,
9 and from time to time thereafter, upon reasonable notice and opportunity
10 to be heard to the affected taxing district, and the payments may be there-
11 upon terminated or continued in such reasonable amount as may be necessary
12 or desirable to take into account hardships incurred and benefits received
13 by the taxing jurisdiction which are attributable to the project.

1 14.4 Meetings; Public Hearing; Records, Minutes.

2 (a) All meetings of the commission shall be open to the public.

3 (b) The commission shall conduct at least 1 public hearing prior to the
4 adoption of the comprehensive plan, water resources program, annual capi-
5 tal and current expense budgets, the letting of any contract for the sale or
6 other disposition by the commission of hydroelectric energy or water re-
7 sources to any person, corporation or entity, and in all other cases wherein
8 this compact requires a public hearing. Such hearing shall be held upon at
9 least 10 days public notice given by posting at the offices of the commission.
10 The commission shall also provide forthwith for distribution of such notice
11 to the press and by the mailing of a copy thereof to any person who shall
12 request such notices.

13 (c) The minutes of the commission shall be a public record open to in-
14 spection at its offices during regular business hours.

1 14.5 Officers Generally.

2 (a) The officers of the commission shall consist of an executive director
3 and such additional officers, deputies and assistants as the commission may
4 determine. The executive director shall be appointed and may be removed
5 by the affirmative vote of a majority of the full membership of the commis-
6 sion. All other officers and employees shall be appointed by the executive
7 director under such rules of procedure as the commission may determine.

8 (b) In the appointment and promotion of officers and employees for the
9 commission, no political, racial, religious or residence test or qualification
10 shall be permitted or given consideration, but all such appointments and pro-
11 motions shall be solely on the basis of merit and fitness. Any officer or em-
12 ployee of the commission who is found by the commission to be guilty of
13 a violation of this section shall be removed from office by the commission.

1 14.6 Oath of Office. An oath of office in such form as the commission shall
2 prescribe shall be taken, subscribed and filed with the commission by the ex-
3 ecutive director and by each officer appointed by him not later than 15 days
4 after the appointment.

1 14.7 Bond. Each officer shall give such bond and in such form and
2 amount as the commission may require for which the commission may pay
3 the premium.

1 14.8 Prohibited Activities.

2 (a) No commissioner, officer or employee shall:

3 (1) be financially interested, either directly or indirectly, in any con-
4 tract, sale, purchase, lease or transfer of real or personal property to which
5 the commission is a party;

6 (2) solicit or accept money or any other thing of value in addition to the
7 compensation or expenses paid him by the commission for services performed
8 within the scope of his official duties;

9 (3) offer money or any thing of value for or in consideration of obtaining
10 an appointment, promotion or privilege in his employment with the
11 commission.

12 (b) Any officer or employee who shall willfully violate any of the pro-
13 visions of this section shall forfeit his office or employment.

14 (c) Any contract or agreement knowingly made in contravention of this
15 section is void.

16 (d) Officers and employees of the commission shall be subject in addition
17 to the provisions of this section to such criminal and civil sanctions for mis-
18 conduct in office as may be imposed by Federal law and the law of the sig-
19 natory State in which such misconduct occurs.

1 14.9 Purchasing. Contracts for the construction, reconstruction or im-
2 provement of any facility when the expenditure required exceeds \$10,000.00
3 and contracts for the purchase of services, supplies, equipment and materials
4 when the expenditure required exceeds \$2,500.00 shall be advertised and let
5 upon sealed bids to the lowest responsible bidder. Notice requesting such
6 bids shall be published in a manner reasonably likely to attract prospective
7 bidders, which publication shall be made at least 10 days before bids are re-
8 ceived and in at least 2 newspapers of general circulation in the basin. The
9 commission may reject any and all bids and readvertise in its discretion. If
10 after rejecting bids the commission determines and resolves that in its opinion
11 the supplies, equipment and materials may be purchased at a lower price in
12 the open market, the commission may give each responsible bidder an oppor-
13 tunity to negotiate a price and may proceed to purchase the supplies, equip-
14 ment and materials in the open market at a negotiated price which is lower
15 than the lowest rejected bid of a responsible bidder, without further observ-
16 ance of the provisions requiring bids or notice. The commission shall adopt
17 rules and regulations to provide for purchasing from the lowest responsible
18 bidder when sealed bids, notice and publication are not required by this sec-
19 tion. The commission may suspend and waive the provisions of this section
20 requiring competitive bids whenever:

21 (1) the purchase is to be made from or the contract to be made with the
22 Federal or any State Government or any agency or political subdivision
23 thereof or pursuant to any open end bulk purchase contract of any of them;

24 (2) the public exigency requires the immediate delivery of the articles
25 or performance of the service;

26 (3) only 1 source of supply is available;

27 (4) the equipment to be purchased is of a technical nature and the pro-
28 curement thereof without advertising is necessary in order to assure standard-
29 ization of equipment and interchangeability of parts in the public interest; or

30 (5) services are to be provided of a specialized or professional nature.

1 14.10 Insurance. The commission may self-insure or purchase insurance
2 and pay the premiums therefor against loss or damage to any of its prop-
3 erties; against liability for injury to persons or property; and against loss
4 of revenue from any cause whatsoever. Such insurance coverage shall be in
5 such form and amount as the commission may determine, subject to the re-
6 quirements of any agreement arising out of the issuance of bonds by the
7 commission.

1 14.11 Annual Independent Audit.

2 (a) As soon as practical after the closing of the fiscal year, an audit shall
3 be made of the financial accounts of the commission. The audit shall be
4 made by qualified certified public accountants selected by the commission,
5 who have no personal interest direct or indirect in the financial affairs of
6 the commission or any of its officers or employees. The report of audit shall
7 be prepared in accordance with accepted accounting practices and shall be
8 filed with the chairman and such other officers as the commission shall direct.
9 Copies of the report shall be distributed to each commissioner and shall be
10 made available for public distribution.

11 (b) Each signatory party by its duly authorized officers shall be entitled
12 to examine and audit at any time all of the books, documents, records, files
13 and accounts and all other papers, things or property of the commission.
14 The representatives of the signatory parties shall have access to all books,

15 documents, records, accounts, reports, files and all other papers, things or
16 property belonging to or in use by the commission and necessary to facilitate
17 the audit and they shall be afforded full facilities for verifying transactions
18 with the balances or securities held by depositaries, fiscal agents and
19 custodians.

20 (c) The financial transactions of the commission shall be subject to
21 audit by the general accounting office in accordance with the principles and
22 procedures applicable to commercial corporate transactions and under such
23 rules and regulations as may be prescribed by the Comptroller General of the
24 United States. The audit shall be conducted at the place or places where
25 the accounts of the commission are kept.

26 (d) Any officer or employee who shall refuse to give all required assist-
27 ance and information to the accountants selected by the commission or to
28 the authorized officers of any signatory party or who shall refuse to submit
29 to them for examination such books, documents, records, files, accounts,
30 papers, things or property as may be requested shall forfeit his office.

1 14.12 Reports. The commission shall make and publish an annual re-
2 port to the legislative bodies of the signatory parties and to the public report-
3 ing on its programs, operations and finances. It may also prepare, publish
4 and distribute such other public reports and informational materials as it
5 may deem necessary or desirable.

1 14.13 Grants, Loans or Payments by States or Political Subdivisions.

2 (a) Any or all of the signatory parties or any political subdivision
3 thereof may:

4 (1) Appropriate to the commission such funds as may be necessary to
5 pay preliminary expenses such as the expenses incurred in the making of
6 borings, and other studies of subsurface conditions, in the preparation of
7 contracts for the sale of water and in the preparation of detailed plans and
8 estimates required for the financing of a project;

9 (2) Advance to the commission, either as grants or loans, such funds as
10 may be necessary or convenient to finance the operation and management of
11 or construction by the commission of any facility or project;

12 (3) Make payments to the commission for benefits received or to be
13 received from the operation of any of the projects or facilities of the
14 commission.

15 (b) Any funds which may be loaned to the commission either by a signa-
16 tory party or a political subdivision thereof shall be repaid by the commis-
17 sion through the issuance of bonds or out of other income of the commission,
18 such repayment to be made within such period and upon such terms as may
19 be agreed upon between the commission and the signatory party or political
20 subdivision making the loan.

1 14.14 Condemnation Proceedings.

2 (a) The commission shall have the power to acquire by condemnation
3 the fee or any lesser interest in lands, lands lying under water, development
4 rights in land, riparian rights, water rights, waters and other real or per-
5 sonal property within the basin for any project or facility authorized
6 pursuant to this compact. This grant of power of eminent domain includes
7 but is not limited to the power to condemn for the purposes of this compact
8 any property already devoted to a public use, by whomsoever owned or held,
9 other than property of a signatory party and any property held, constructed,
10 operated or maintained in connection with a diversion authorized by a United
11 States Supreme Court decree. Any condemnation of any property or fran-
12 chises owned or used by a municipal or privately owned public utility, unless
13 the affected public utility facility is to be relocated or replaced, shall be sub-
14 ject to the authority of such State board, commission or other body as may
15 have regulatory jurisdiction over such public utility.

16 (b) Such power of condemnation shall be exercised in accordance with
17 the provisions of any Federal law applicable to the commission; provided
18 that if there is no such applicable Federal law, condemnation proceedings
19 shall be in accordance with the provisions of such general State condemna-
20 tion law as may be in force in the signatory State in which the property is
21 located.

22 (c) Any award or compensation for the taking of property pursuant to
23 this article shall be paid by the commission, and none of the signatory par-
24 ties nor any other agency, instrumentality or political subdivision thereof
25 shall be liable for such award or compensation.

1 14.15 Conveyance of Lands and Relocation of Public Facilities.

2 (a) The respective officers, agencies, departments, commissions or bodies
3 having jurisdiction and control over real and personal property owned by
4 the signatory parties are authorized and empowered to transfer and convey
5 in accordance with the laws of the respective parties to the commission any
6 such property as may be necessary or convenient to the effectuation of the
7 authorized purposes of the commission.

8 (b) Each political subdivision of each of the signatory parties is author-
9 ized and empowered, notwithstanding any contrary provision of law, to grant
10 and convey to the commission, upon the commission's request, any real prop-
11 erty or any interest therein owned by such political subdivision including
12 lands lying under water and lands already devoted to public use which may be
13 necessary or convenient to the effectuation of the authorized purposes of the
14 commission.

15 (c) Any highway, public utility or other public facility which will be
16 dislocated by reason of a project deemed necessary by the commission to
17 effectuate the authorized purposes of this compact shall be relocated and the
18 cost thereof shall be paid in accordance with the law of the State in which
19 the facility is located; provided that the cost of such relocation payable by
20 the commission shall not in any event exceed the expenditure required to
21 serve the public convenience and necessity.

1 14.16 Rights of Way. Permission is hereby granted to the commission to
2 locate, construct and maintain any aqueducts, lines, pipes, conduits and aux-
3 iliary facilities authorized to be acquired, constructed, owned, operated or
4 maintained by the commission in, over, under or across any streets and high-
5 ways now or hereafter owned, opened or dedicated to or for public use, sub-
6 ject to such reasonable conditions as the highway department of the signa-
7 tory party may require.

1 14.17 Penal Sanction. Any person, association or corporation who vio-
2 lates or attempts or conspires to violate any provision of this compact or any
3 rule, regulation or order of the commission duly made, promulgated or
4 issued pursuant to the compact in addition to any other remedy, penalty or
5 consequence provided by law shall be punishable as may be provided by
6 statute of any of the signatory parties within which the offense is committed;
7 provided that in the absence of such provision any such person, association or
8 corporation shall be liable to a penalty of not less than \$50.00 nor more than
9 \$1,000.00 for each such offense to be fixed by the court which the commission
10 may recover in its own name in any court of competent jurisdiction, and in a
11 summary proceeding where available under the practice and procedure of such
12 court. For the purposes of this section in the event of a continuing offense
13 each day of such violation, attempt or conspiracy shall constitute a separate
14 offense.

1 14.18 Tort Liability. The commission shall be responsible for claims aris-
2 ing out of the negligent acts or omissions of its officers, agents and employees
3 only to the extent and subject to the procedures prescribed by law generally
4 with respect to officers, agents and employees of the government of the United
5 States.

1 14.19 Effect on Riparian Rights. Nothing contained in this compact shall
2 be construed as affecting or intending to affect or in any way to interfere with
3 the law of the respective signatory parties relating to riparian rights.

1 14.20 Amendments and Supplements. Amendments and supplements to
2 this compact to implement the purposes thereof may be adopted by legislative
3 action of any of the signatory parties concurred in by all of the others.

1 14.21 Construction and Severability. The provisions of this act and of
2 agreements thereunder shall be severable and if any phrase, clause, sentence
3 or provision of this compact or such agreement is declared to be unconstitu-
4 tional or the applicability thereof to any signatory party, agency or person is
5 held invalid, the constitutionality of the remainder of this compact or such
6 agreement and the applicability thereof to any other signatory party, agency,

7 person or circumstance shall not be affected thereby. It is the legislative intent
3 that the provisions of this compact be reasonably and liberally construed.

1 14.22 Effective Date; Execution. This compact shall become binding and
2 effective 30 days after the enactment of concurring legislation by the Federal
3 Government, the States of Delaware, New Jersey and New York, and the
4 Commonwealth of Pennsylvania. The compact shall be signed and sealed in 6
5 duplicate original copies by the respective chief executives of the signatory
6 parties. One such copy shall be filed with the Secretary of State of each of the
7 signatory parties or in accordance with the laws of the State in which the filing
8 is made, and 1 copy shall be filed and retained in the archives of the commis-
9 sion upon its organization. The signatures shall be affixed and attested under
10 the following form:

11 "IN WITNESS WHEREOF, and in evidence of the adoption and enactment
12 into law of this compact by the Congress and Legislatures, respectively, of
13 the signatory parties, the President of the United States and the respective
14 Governors do hereby, in accordance with authority conferred by law, sign this
15 compact in 6 duplicate original copies, as attested by the respective Secretaries
16 of State, and have caused the seals of the United States and of the respective
17 States to be hereunto affixed this day of, 19...."

PART II

ARTICLE 15

EFFECTUATION

1 15.1 Repealer. All acts and parts of acts inconsistent with any provision
2 of this act are to the extent of such inconsistency hereby repealed.

1 15.2 Effectuation by Chief Executive. The chief executive is authorized to
2 take such action as may be necessary and proper, in his discretion, to
3 effectuate the compact and the initial organization and operation of the com-
4 mission thereunder.

1 15.3 Effective Date. This act shall take effect immediately.

ASSEMBLY, No. 372

STATE OF NEW JERSEY

INTRODUCED FEBRUARY 14, 1961

By Assemblymen DAVIS, WERNER, BOWKLEY, BEADLESTON, STAM-
LER, CRABIEL, Assemblywoman HUGHES, Assemblymen FREDERICK,
PANARO, BRADY, KIJEWski, HAUSER, BIBER, Assemblywoman
KORDJA, Assemblymen DEAMER, DOREN, D'ALOIA, MARRYATT,
FRANKLIN, MARAZITI, MINOTTY, BARKALOW, BATEMAN,
BATE, LINDEMAN, FLYNN, MATTHEWS, and MADDEN

Referred to Committee on Revision and Amendment of Laws

AN ACT to create a regional agency by intergovernmental compact for the plan-
ning, conservation, utilization, development, management and control of the
water and related natural resources of the Delaware River Basin, for the
improvement of navigation, reduction of flood damage, regulation of water
quality, control of pollution, development of water supply, hydroelectric
energy, fish and wildlife habitat and public recreational facilities, and other
purposes, and defining the functions, powers and duties of such agency.

1 BE IT ENACTED *by the Senate and General Assembly of the State of New*
2 *Jersey:*

PART I

COMPACT

1 WHEREAS, The signatory parties recognize the water and related resources
2 of the Delaware basin as regional assets vested with local, State and
3 national interests, for which they have a joint responsibility; and

4 WHEREAS, The conservation, utilization, development, management and con-
5 trol of the water and related resources of the Delaware River Basin

6 under a comprehensive multipurpose plan will bring the greatest bene-
7 fits and produce the most efficient service in the public welfare; and

8 WHEREAS, Such a comprehensive plan administered by a basin-wide agency will
9 provide effective flood damage reduction; conservation and development
10 of ground and surface water supply for municipal, industrial and agricul-
11 tural uses; development of recreational facilities in relation to reservoirs,
12 lakes and streams; propagation of fish and game; promotion of related
13 forestry, soil conservation and watershed projects; protection and aid to
14 fisheries dependent upon water resources; development of hydroelectric
15 power potentialities; improved navigation; control of the movement of
16 salt water; abatement and control of stream pollution; and regulation
17 of stream flows toward the attainment of these goals; and

18 WHEREAS, Decisions of the United States Supreme Court relating to the
19 waters of the basin have confirmed the interstate regional character of
20 the water resources of the Delaware River Basin, and the United States
21 Corps of Engineers has in a prior report on the Delaware River Basin
22 (House Document 179, 73d Cong., 2nd Sess.) officially recognized the need
23 for an interstate agency and the economies that can result from unified
24 development and control of the water resources of the basin; and

25 WHEREAS, The water resources of the basin are presently subject to the du-
26 plicating, overlapping and unco-ordinated administration of some 43 State
27 agencies, 14 interstate agencies and 19 Federal agencies which exercise a
28 multiplicity of powers and duties resulting in a splintering of authority
29 and responsibilities; and

30 WHEREAS, The joint advisory body known as the Interstate Commission on the
31 Delaware River Basin (INCodel), created by the respective commis-
32 sions or committee on Interstate Co-operation of the States of Delaware,
33 New Jersey, New York and Pennsylvania, has on the basis of its exten-
34 sive investigations, surveys and studies concluded that regional develop-

35 ment of the Delaware River Basin is feasible, advisable and urgently
36 needed; and has recommended that an interstate compact with Federal
37 participation be consummated to this end; and

38 WHEREAS, The Congress of the United States and the executive branch of the
39 government have recognized the national interest in the Delaware River
40 Basin by authorizing and directing the Corps of Engineers, United States
41 Department of the Army, to make a comprehensive survey and report on
42 the water and related resources of the Delaware River Basin, enlisting
43 the technical aid and planning participation of many Federal, State and
44 municipal agencies dealing with the waters of the basin, and in particular
45 the Federal Departments of Agriculture, Commerce, Health, Educa-
46 tion and Welfare, Interior, and Federal Power Commission; and

47 WHEREAS, Some 22,000,000 people of the United States at present live and
48 work in the region of the Delaware River Basin and its environs, and the
49 government, employment, industry and economic development of the
50 entire region and the health, safety and general welfare of its popula-
51 tion are and will continue to be vitally affected by the use, conservation,
52 management and control of the water and related resources of the Dela-
53 ware River Basin; and

54 WHEREAS, Demands upon the waters and related resources of the basin are
55 expected to mount rapidly because of the anticipated increase in the popu-
56 lation of the region projected to reach 30,000,000 by 1980 and 40,000,000
57 by 2010, and because of the anticipated increase in industrial growth
58 projected to double by 1980; and

59 WHEREAS, Water resources planning and development is technical, complex
60 and expensive, and has often required 15 to 20 years from the concep-
61 tion to the completion of a large dam and reservoir; and

62 WHEREAS, The public interest requires that facilities must be ready and
63 operative when needed, to avoid the catastrophe of unexpected floods or
64 prolonged drought, and for other purposes; and

65 WHEREAS, The Delaware River Basin Advisory Committee, a temporary body
66 constituted by the Governors of the four basin States and the mayors
67 of the cities of New York and Philadelphia, has prepared a draft of an
68 interstate-federal compact for the creation of a basin agency, and the
69 signatory parties desire to effectuate the purposes thereof; now
70 therefore

71 The States of Delaware, New Jersey and New York and the Common-
72 wealth of Pennsylvania, and the United States of America hereby sol-
73 emnly covenant and agree with each other, upon the enactment of con-
74 current legislation by the Congress of the United States and by the re-
75 spective State Legislatures, having the same effect as this part, to the
76 following compact:

ARTICLE 1

SHORT TITLE, DEFINITIONS, PURPOSE AND LIMITATIONS

1 1.1 Short Title. This act shall be known and may be cited as the Dela-
2 ware River Basin Compact.

1 1.2 Definitions. For the purposes of this compact, and of any supple-
2 mental or concurring legislation enacted pursuant thereto, except as may be
3 otherwise required by the context:

4 (a) "Basin" shall mean the area of drainage into the Delaware river
5 and its tributaries, including Delaware bay;

6 (b) "Commission" shall mean the Delaware River Basin Commission
7 created and constituted by this compact;

8 (c) "Compact" shall mean this act.

9 (d) "Cost" shall mean direct and indirect expenditures, commitment,
10 and net induced adverse effects, whether or not compensated for, used or
11 incurred in connection with the establishment, acquisition, construction,
12 maintenance and operation of a project;

13 (e) "Facility" shall mean any real or personal property, within or with-
14 out the basin, and improvements thereof or thereon, and any and all rights
15 of way, water, water rights, plants, structures, machinery and equipment,
16 acquired, constructed, operated or maintained for the beneficial use of water
17 resources or related land uses including, without limiting the generality of
18 the foregoing, any and all things and appurtenances necessary, useful or
19 convenient for the control, collection, storage, withdrawal, diversion, release,
20 treatment, transmission, sale or exchange of water; or for navigation
21 thereon, or the development and use of hydroelectric energy and power, and
22 public recreational facilities; or the propagation of fish and wildlife; or to
23 conserve and protect the water resources of the basin or any existing or
24 future water supply source, or to facilitate any other uses of any of them;

25 (f) "Federal Government" shall mean the government of the United
26 States of America, and any appropriate branch, department, bureau or di-
27 vision thereof, as the case may be;

28 (g) "Project" shall mean any work, service or activity which is sep-
29 arately planned, financed, or identified by the commission, or any separate
30 facility undertaken or to be undertaken within a specified area, for the con-
31 servation, utilization, control, development or management of water resources
32 which can be established and utilized independently or as an addition to an
33 existing facility, and can be considered as a separate entity for purposes of
34 evaluation;

35 (h) "Signatory party" shall mean a State or Commonwealth party to this
36 compact, and the Federal Government;

37 (i) "Water resources" shall include water and related natural resources
38 in, on, under, or above the ground, including related uses of land, which are
39 subject to beneficial use, ownership or control.

1 1.3 Purpose and Findings. The legislative bodies of the respective signa-
2 tory parties hereby find and declare:

3 (a) The water resources of the basin are affected with a local, State,
4 regional and national interest and their planning, conservation, utilization,

5 development, management and control, under appropriate arrangements for
6 intergovernmental co-operation, are public purposes of the respective signa-
7 tory parties.

8 (b) The water resources of the basin are subject to the sovereign right
9 and responsibility of the signatory parties, and it is the purpose of this com-
10 pact to provide for a joint exercise of such powers of sovereignty in the
11 common interests of the people of the region.

12 (c) The water resources of the basin are functionally interrelated, and
13 the uses of these resources are interdependent. A single administrative
14 agency is therefore essential for effective and economical direction, super-
15 vision and co-ordination of efforts and programs of Federal, State and local
16 governments and of private enterprise.

17 (d) The water resources of the Delaware River Basin, if properly
18 planned and utilized, are ample to meet all presently projected demands, in-
19 cluding existing and added diversions in future years; and ever-increasing
20 economies and efficiencies in the use and reuse of water resources can be
21 brought about by comprehensive planning, programming and management.

22 (e) In general, the purposes of this compact are to promote interstate
23 comity; to remove causes of present and future controversy; to make secure
24 and protect present developments within the States; to encourage and pro-
25 vide for the planning, conservation, utilization, development, management and
26 control of the water resources of the basin; to provide for co-operative
27 planning and action by the signatory parties with respect to such water
28 resources; and to apply the principle of equal and uniform treatment to all
29 water users who are similarly situated and to all users of related facilities,
30 without regard to established political boundaries.

1 1.4 Powers of Congress; Withdrawal. Nothing in this compact shall be
2 construed to relinquish the functions, powers or duties of the Congress of
3 the United States with respect to the control of any navigable waters within
4 the basin, nor shall any provision hereof be construed in derogation of any
5 of the constitutional powers of the Congress to regulate commerce among the

6 States and with foreign nations. The power and right of the Congress to
 7 withdraw the Federal Government as a party to this compact or to revise
 8 or modify the terms, conditions and provisions under which it may remain
 9 a party by amendment, repeal or modification of any Federal statute appli-
 10 cable thereto is recognized by the signatory parties.

1 1.5 Existing Agencies; Construction. It is the purpose of the signatory
 2 parties to preserve and utilize the functions, powers and duties of existing
 3 offices and agencies of government to the extent not inconsistent with this
 4 compact, and the commission is authorized and directed to utilize and em-
 5 ploy such offices and agencies for the purpose of this compact to the fullest
 6 extent it finds feasible and advantageous.

1 1.6 Duration of Compact.

2 (a) The duration of this compact shall be for an initial period of 100
 3 years from its effective date, and it shall be continued for additional periods
 4 of 100 years if not later than 20 years nor sooner than 25 years prior to the
 5 termination of the initial period or any succeeding period none of the signa-
 6 tory States, by authority of an act of its Legislature, notifies the commission
 7 of intention to terminate the compact at the end of the then current 100-year
 8 period.

9 (b) In the event that this compact should be terminated by operation of
 10 paragraph (a) above, the commission shall be dissolved, its assets and liabil-
 11 ities transferred, and its corporate affairs wound up, in such manner as may
 12 be provided by act of the Congress.

ARTICLE 2

ORGANIZATION AND AREA

1 2.1 Commission Created. The Delaware River Basin Commission is
 2 hereby created as a body politic and corporate, with succession for the
 3 duration of this compact, as an agency and instrumentality of the govern-
 4 ments of the respective signatory parties.

1 2.2 Commission Membership. The commission shall consist of the Gov-
 2 ernors of the signatory States, ex officio, and 1 commissioner to be appointed

3 by the President of the United States to serve during the term of office of the
4 President.

1 2.3 Alternates. Each member of the commission shall appoint an alter-
2 nate to act in his place and stead, with authority to attend all meetings of the
3 commission, and with power to vote in the absence of the member. Unless
4 otherwise provided by law of the signatory party for which he is appointed,
5 each alternate shall serve during the term of the member appointing him,
6 subject to removal at the pleasure of the member. In the event of a vacancy
7 in the office of alternate, it shall be filled in the same manner as an original
8 appointment for the unexpired term only.

1 2.4 Compensation. Members of the commission and alternates shall serve
2 without compensation but may be reimbursed for necessary expenses in-
3 curred in and incident to the performance of their duties.

1 2.5 Voting Power. Each member shall be entitled to 1 vote on all matters
2 which may come before the commission. No action of the commission shall be
3 taken at any meeting unless a majority of the membership shall vote in favor
4 thereof.

1 2.6 Organization and Procedure. The commission shall provide for its
2 own organization and procedure, and shall adopt rules and regulations gov-
3 erning its meetings and transactions. It shall organize annually by the
4 election of a chairman and vice-chairman from among its members. It shall
5 provide by its rules for the appointment by each member in his discretion
6 of an advisor to serve without compensation, who may attend all meetings
7 of the commission and its committees.

1 2.7 Jurisdiction of the Commission. The commission shall have, exer-
2 cise and discharge its functions, powers and duties within the limits of the
3 basin, except that it may in its discretion act outside the basin whenever
4 such action may be necessary or convenient to effectuate its powers or duties
5 within the basin, or to sell or dispose of water, hydroelectric power or other
6 water resources within or without the basin. The commission shall exercise
7 such power outside the basin only upon the consent of the State in which it
8 proposes to act.

ARTICLE 3

POWERS AND DUTIES OF THE COMMISSION

1 3.1 Purpose and Policy. The commission shall develop and effectuate
2 plans, policies and projects relating to the water resources of the basin. It
3 shall adopt and promote uniform and co-ordinated policies for water con-
4 servation, control, use and management in the basin. It shall encourage the
5 planning, development and financing of water resources projects according
6 to such plans and policies.

1 3.2 Comprehensive Plan, Program and Budgets. The commission shall,
2 in accordance with Article 13 of this compact, formulate and adopt:

3 (a) A comprehensive plan, after consultation with water users and in-
4 terested public bodies, for the immediate and long range development and
5 uses of the water resources of the basin;

6 (b) A water resources program, based upon the comprehensive plan,
7 which shall include a systematic presentation of the quantity and quality of
8 water resources needs of the area to be served for such reasonably foresee-
9 able period as the commission may determine, balanced by existing and pro-
10 posed projects required to satisfy such needs, including all public and
11 private projects affecting the basin, together with a separate statement of
12 the projects proposed to be undertaken by the commission during such
13 period; and

14 (c) An annual current expense budget, and an annual capital budget
15 consistent with the water resources program covering the commission's proj-
16 ects and facilities for the budget period.

1 3.3 Allocations, Diversions and Releases. The commission shall have the
2 power from time to time as need appears, in accordance with the doctrine of
3 equitable apportionment, to allocate the waters of the basin to and among the
4 States signatory to this compact and to and among their respective political
5 subdivisions, and to impose conditions, obligations and release requirements
6 related thereto, subject to the following limitations:

7 (a) The commission, without the unanimous consent of the parties to the
8 United States Supreme Court decree in *New Jersey v. New York*, 347 U.S.
9 995 (1954), shall not impair, diminish or otherwise adversely affect the di-
10 versions, compensating releases, rights, conditions, obligations, and provi-
11 sions for the administration thereof as provided in said decree; provided,
12 however, that after consultation with the river master under said decree the
13 commission may find and declare a state of emergency resulting from a
14 drought or catastrophe and it may thereupon by unanimous consent of its
15 members authorize and direct an increase or decrease in any allocation or
16 diversion permitted or releases required by the decree, in such manner and
17 for such limited time as may be necessary to meet such an emergency
18 condition.

19 (b) No allocation of waters hereafter made pursuant to this section shall
20 constitute a prior appropriation of the waters of the basin or confer any
21 superiority of right in respect to the use of those waters, nor shall any such
22 action be deemed to constitute an apportionment of the waters of the basin
23 among the parties hereto; provided that this paragraph shall not be deemed to
24 limit or restrict the power of the commission to enter into covenants with
25 respect to water supply, with a duration not exceeding the life of this com-
26 pact, as it may deem necessary for the benefit or development of the water
27 resources of the basin.

28 (c) Any proper party deeming itself aggrieved by action of the commis-
29 sion with respect to an out-of-basin diversion or compensating releases in con-
30 nection therewith, notwithstanding the powers delegated to the commission
31 by this compact may invoke the original jurisdiction of the United States
32 Supreme Court within 1 year after such action for an adjudication and deter-
33 mination thereof de novo. Any other action of the commission pursuant to
34 this section shall be subject to judicial review in any court of competent
35 jurisdiction.

1 3.4 Supreme Court Decree; Waivers. Each of the signatory States and
2 their respective political subdivisions, in consideration of like action by the

3 others, and in recognition of reciprocal benefits, hereby waives and relin-
4 quishes for the duration of this compact any right, privilege or power it may
5 have to apply for any modification of the terms of the decree of the United
6 States Supreme Court in New Jersey v. New York, 347 U. S. 995 (1954) which
7 would increase or decrease the diversions authorized or increase or decrease
8 the releases required thereunder, except that a proceeding to modify such
9 decree to increase diversions or compensating releases in connection with
10 such increased diversions may be prosecuted by a proper party to effectuate
11 rights, powers, duties and obligations under section 3.3 of this compact, and
12 except as may be required to effectuate the provisions of paragraphs III B 3
13 and V B of said decree.

1 3.5 Supreme Court Decree; Specific Limitations on Commission. Except
2 as specifically provided in sections 3.3 and 3.4 of this article, nothing in this
3 compact shall be construed in any way to impair, diminish or otherwise ad-
4 versely affect the rights, powers, privileges, conditions and obligations con-
5 tained in the decree of the United States Supreme Court in New Jersey v.
6 New York, 347 U.S. 995 (1954). To this end, and without limitation thereto,
7 the commission shall not:

8 (a) Acquire, construct or operate any project or facility or make any
9 order or take any action which would impede or interfere with the rights,
10 powers, privileges, conditions or obligations contained in said decree;

11 (b) Impose or collect any fee, charge or assessment with respect to diver-
12 sions of waters of the basin permitted by said decree;

12A (c) Exercise any jurisdiction, except upon consent of all the parties to
13 said decree, over the planning, design, construction, operation or control of
14 any projects, structures or facilities constructed or used in connection with
15 withdrawals, diversions and releases of waters of the basin authorized by
16 said decree or of the withdrawals, diversions or releases to be made there-
17 under; or

18 (d) Serve as river master under said decree, except upon consent of all
19 the parties thereto.

1 3.6 General Powers: The commission may:

2 (a) Plan, design, acquire, construct, reconstruct, complete, own, improve,
3 extend, develop, operate and maintain any and all projects, facilities, prop-
4 erties, activities and services, determined by the commission to be necessary,
5 convenient or useful for the purposes of this compact;

6 (b) Establish standards of planning, design and operation of all projects
7 and facilities in the basin which affect its water resources, including without
8 limitation thereto water and waste treatment plants, stream and lake recre-
9 ational facilities, trunk mains for water distribution, local flood protection
10 works, small watershed management programs, and ground water recharg-
11 ing operations;

12 (c) Conduct and sponsor research on water resources, their planning,
13 use, conservation, management, development, control and protection, and the
14 capacity, adaptability and best utility of each facility thereof, and collect,
15 compile, correlate, analyze, report and interpret data on water resources and
16 uses in the basin, including without limitation thereto the relation of water
17 to other resources, industrial water technology, ground water movement,
18 relation between water price and water demand, and general hydrological
19 conditions;

20 (d) Compile and co-ordinate systematic stream stage and ground water
21 level forecasting data, and publicize such information when and as needed
22 for water uses, flood warning, quality maintenance or other purposes;

23 (e) Conduct such special ground water investigations, tests, and opera-
24 tions and compile such data relating thereto as may be required to formulate
25 and administer the comprehensive plan;

26 (f) Prepare, publish and disseminate information and reports with re-
27 spect to the water problems of the basin and for the presentation of the
28 needs, resources and policies of the basin to executive and legislative
29 branches of the signatory parties;

30 (g) Negotiate for such loans, grants, services or other aids as may be
31 lawfully available from public or private sources to finance or assist in

32 effectuating any of the purposes of this compact; and to receive and accept
33 such aid upon such terms and conditions, and subject to such provisions for
34 repayment as may be required by Federal or State law or as the commission
35 may deem necessary or desirable;

36 (h) Exercise such other and different powers as may be delegated to
37 it by this compact or otherwise pursuant to law, and have and exercise all
38 powers necessary or convenient to carry out its express powers or which
39 may be reasonably implied therefrom.

1 3.7 Rates and Charges. The commission may from time to time after
2 public notice and hearing fix, alter and revise rates, rentals, charges and
3 tolls and classifications thereof, for the use of facilities which it may own
4 or operate and for products and services rendered thereby, without regula-
5 tion or control by any department, office or agency of any signatory party.

1 3.8 Referral and Review. No project having a substantial effect on the
2 water resources of the basin shall hereafter be undertaken by any person,
3 corporation or governmental authority unless it shall have been first submitted
4 to and approved by the commission, subject to the provisions of sections
5 3.3 and 3.5. The commission shall approve a project whenever it finds and
6 determines that such project would not substantially impair or conflict with
7 the comprehensive plan and may modify and approve as modified, or may
8 disapprove any such project whenever it finds and determines that the proj-
9 ect would substantially impair or conflict with such plan. The commission
10 shall provide by regulation for the procedure of submission, review and
11 consideration of projects, and for its determinations pursuant to this sec-
12 tion. Any determination of the commission hereunder shall be subject to
13 judicial review in any court of competent jurisdiction.

1 3.9 Co-ordination and Co-operation. The commission shall promote and
2 aid the co-ordination of the activities and programs of Federal, State, mu-
3 nicipal and private agencies concerned with water resources administration
4 in the basin. To this end, but without limitation thereto, the commission
5 may:

6 (a) Advise, consult, contract, financially assist, or otherwise co-operate
7 with any and all such agencies;

8 (b) Employ any other agency or instrumentality of any of the signa-
9 tory parties or of any political subdivision thereof, in the design, construc-
10 tion, operation and maintenance of structures, and the installation and
11 management of river control systems, or for any other purpose;

12 (c) Develop and adopt plans and specifications for particular water
13 resources projects and facilities which so far as consistent with the compre-
14 hensive plan incorporate any separate plans of other public and private
15 organizations operating in the basin, and permit the decentralized admin-
16 istration thereof;

17 (d) Qualify as a sponsoring agency under any Federal legislation here-
18 tofore or hereafter enacted to provide financial or other assistance for the
19 planning, conservation, utilization, development, management or control of
20 water resources.

1 3.10 Advisory Committees. The commission may constitute and empower
2 advisory committees, which may be comprised of representatives of the
3 public and of Federal, State, county and municipal governments, water re-
4 sources agencies, water-using industries, water-interest groups, labor and
5 agriculture.

ARTICLE 4

WATER SUPPLY

1 4.1 Generally. The commission shall have power to develop, implement
2 and effectuate plans and projects for the use of the waters of the basin for
3 domestic, municipal, agricultural and industrial water supply. To this end,
4 without limitation thereto, it may provide for, construct, acquire, operate
5 and maintain dams, reservoirs and other facilities for utilization of surface
6 and ground water resources, and all related structures, appurtenances and
7 equipment on the river and its tributaries and at such off-river sites as it
8 may find appropriate, and may regulate and control the use thereof.

1 4.2 Storage and Release of Waters.

2 (a) The commission shall have power to acquire, operate and control proj-
3 ects and facilities for the storage and release of waters, for the regulation of
4 flows and supplies of surface and ground waters of the basin, for the protec-
5 tion of public health, stream quality control, economic development, improve-
6 ment of fisheries, recreation, dilution and abatement of pollution, the pre-
7 vention of undue salinity and other purposes.

8 (b) No signatory party shall permit any augmentation of flow to be
9 diminished by the diversion of any water of the basin during any period in
10 which waters are being released from storage under the direction of the com-
11 mission for the purpose of augmenting such flow, except in cases where such
12 diversion is duly authorized by this compact, or by the commission pursuant
13 thereto, or by the judgment, order or decree of a court of competent
14 jurisdiction.

1 4.3 Assessable Improvements. The commission may undertake to provide
2 stream regulation in the main stream or any tributary in the basin and may
3 assess on an annual basis or otherwise the cost thereof upon water users or
4 any classification of them specially benefited thereby to a measurable extent,
5 provided that no such assessment shall exceed the actual benefit to any water
6 user. Any such assessment shall follow the procedure prescribed by law for
7 local improvement assessments and shall be subject to judicial review in any
8 court of competent jurisdiction.

1 4.4 Co-ordination. Prior to entering upon the execution of any project
2 authorized by this article, the commission shall review and consider all exist-
3 ing rights, plans and programs of the signatory parties, their political sub-
4 divisions, private parties, and water users which are pertinent to such project,
5 and shall hold a public hearing on each proposed project.

1 4.5 Additional Powers. In connection with any project authorized by
2 this article, the commission shall have power to provide storage, treatment,
3 pumping and transmission facilities, but nothing herein shall be construed to
4 authorize the commission to engage in the business of distributing water.

ARTICLE 5

POLLUTION CONTROL

1 5.1 General Powers. The commission may undertake investigations and
2 surveys, and acquire, construct, operate and maintain projects and facilities
3 to control potential pollution and abate or dilute existing pollution of the water
4 resources of the basin. It may invoke as complainant the power and juris-
5 diction of water pollution abatement agencies of the signatory parties.

1 5.2 Policy and Standards. The commission may assume jurisdiction to
2 control future pollution and abate existing pollution in the waters of the basin,
3 whenever it determines after investigation and public hearing upon due
4 notice that the effectuation of the comprehensive plan so requires. The
5 standard of such control shall be that pollution by sewage or industrial or
6 other waste originating within a signatory state shall not injuriously affect
7 waters of the basin as contemplated by the comprehensive plan. The commis-
8 sion, after such public hearing may classify the waters of the basin and es-
9 tablish standards of treatment of sewage, industrial or other waste, according
10 to such classes including allowance for the variable factors of surface and
11 ground waters, such as size of the stream, flow, movement, location, character,
12 self-purification, and usage of the waters affected. After such investigation,
13 notice and hearing the commission may adopt and from time to time amend
14 and repeal rules, regulations and standards to control such future pollution
15 and abate existing pollution, and to require such treatment of sewage, in-
16 dustrial or other waste within a time reasonable for the construction of the
17 necessary works as may be required to protect the public health or to pre-
18 serve the waters of the basin for uses in accordance with the comprehensive
19 plan.

1 5.3 Co-operative Legislation and Administration. Each of the signatory
2 parties covenants and agrees to prohibit and control pollution of the waters
3 of the basin according to the requirements of this compact and to co-operate
4 faithfully in the control of future pollution in and abatement of existing
5 pollution from the rivers, streams, and waters in the basin which flow through,

6 under, into or border upon any of such signatory States, and in order to effect
7 such object, agrees to enact any necessary legislation to enable each such party
8 to place and maintain the waters of said basin in a satisfactory condition,
9 available for safe and satisfactory use as public and industrial water supplies
10 after reasonable treatment, suitable for recreational usage, capable of main-
11 taining fish and other aquatic life, free from unsightly or malodorous
12 nuisances due to floating solids or sludge deposits and adaptable to such other
13 uses as may be provided by the comprehensive plan.

1 5.4 Enforcement. The commission may, after investigation and hearing,
2 issue an order or orders upon any person or public or private corporation, or
3 other entity, to cease the discharge of sewage, industrial or other waste into
4 waters of the basin which it determines to be in violation of such rules and
5 regulations as it shall have adopted for the prevention and abatement of pol-
6 lution. Any such order or orders may prescribe the date, including a reason-
7 able time for the construction of any necessary works, on or before which such
8 discharge shall be wholly or partially discontinued, modified or treated, or
9 otherwise conformed to the requirements of such rules and regulations. Such
10 order shall be reviewable in any court of competent jurisdiction. The courts
11 of the signatory parties shall have jurisdiction to enforce against any person,
12 public or private corporation, or other entity, any and all provisions of this
13 article or of any such order. The commission may bring an action in its own
14 name in any such court of competent jurisdiction to compel compliance with
15 any provision of this article, or any rule or regulation issued pursuant thereto
16 or of any such order, according to the practice and procedure of the court.

1 5.5 Further Jurisdiction. Nothing in this compact shall be construed to
2 repeal, modify or qualify the authority of any signatory party to enact any
3 legislation or enforce any additional conditions and restrictions to lessen or
4 prevent the pollution of waters within its jurisdiction.

ARTICLE 6

FLOOD PROTECTION

1 6.1 General Powers. The commission may plan, design, construct and
2 operate and maintain projects and facilities, as it may deem necessary or de-
3 sirable for flood damage reduction. It shall have power to operate such
4 facilities and to store and release waters on the Delaware river and its tribu-
5 taries and elsewhere within the basin, in such manner, at such times, and under
6 such regulations as the commission may deem appropriate to meet flood condi-
7 tions as they may arise.

1 6.2 Flood Plain Zoning.

2 (a) The commission shall have power to adopt, amend and repeal rec-
3 ommended standards, in the manner provided by this section, relating to the
4 nature and extent of the uses of land in areas subject to flooding by waters
5 of the Delaware river and its tributaries. Such standards shall not be
6 deemed to impair or restrict the power of the signatory parties or their politi-
7 cal subdivisions to adopt zoning and other land use regulations not incon-
8 sistent therewith.

9 (b) The commission may study and determine the nature and extent of
10 the flood plains of the Delaware river and its tributaries. Upon the basis
11 of such studies, it may establish encroachment lines and delineate the areas
12 subject to flood, including a classification of lands with reference to relative
13 risk of flood and the establishment of standards for flood plain use which will
14 safeguard the public health, safety and property. Prior to the adoption of
15 any standards delineating such area or defining such use, the commission
16 shall hold public hearings, in the manner provided by article 14, with re-
17 spect to the substance of such standards. At or before such public hearings
18 the proposed standards shall be available, and all interested persons shall
19 be given an opportunity to be heard thereon at the hearing. Upon the
20 adoption and promulgation of such standards, the commission may enter into
21 agreements to provide technical and financial aid to any municipal corpora-

tion for the administration and enforcement of any local land use ordinances or regulations giving effect to such standards.

1 6.3 Flood Lands Acquisition. The commission shall have power to acquire the fee or any lesser interest in lands and improvements thereon within the area of a flood plain for the purpose of restricting the use of such property so as to minimize the flood hazard, converting property to uses appropriate to flood plain conditions, or preventing unwarranted constrictions that reduce the ability of the river channel to carry flood water. Any such action shall be in accord with the standards adopted and promulgated pursuant to section 6.2.

1 6.4 Flood and Stream Stage Warnings and Posting. The commission may cause lands particularly subject to flood to be posted with flood hazard warnings, and may from time to time cause flood advisory notices to be published and circulated as conditions may warrant.

ARTICLE 7

WATERSHED MANAGEMENT

1 7.1 Watersheds Generally. The commission shall promote sound practices of watershed management in the basin, including projects and facilities to retard runoff and waterflow and prevent soil erosion.

1 7.2 Soil Conservation and Forestry. The commission may acquire, sponsor or operate facilities and projects to encourage soil conservation, prevent and control erosion, and to promote land reclamation and sound forestry practices.

1 7.3 Fish and Wildlife. The commission may acquire, sponsor or operate projects and facilities for the maintenance and improvement of fish and wildlife habitats related to the water resources of the basin.

1 7.4 Co-operative Planning and Operation.

2 (a) The commission shall co-operate with the appropriate agencies of the signatory parties and with other public and private agencies in the planning and effectuation of a co-ordinated program of facilities and projects authorized by this article.

6 (b) The commission shall not operate any such project or facility un-
7 less it has first found and determined that no other suitable unit or agency
8 of government is available to operate the same upon reasonable conditions,
9 in accordance with the intent and purpose expressed in section 1.5 of this
10 compact.

ARTICLE 8

RECREATION

1 8.1 Development. The commission shall provide for the development of
2 water related public sports and recreational facilities. The commission on its
3 own account or in co-operation with a signatory party, political subdivision
4 or any agency thereof, may provide for the construction, maintenance and
5 administration of such facilities, subject to the provisions of section 8.2
6 hereof.

1 8.2 Co-operative Planning and Operation.

2 (a) The commission shall co-operate with the appropriate agencies of
3 the signatory parties and with other public and private agencies in the plan-
4 ning and effectuation of a co-ordinated program of facilities and projects
5 authorized by this article.

6 (b) The commission shall not operate any such project or facility unless
7 it has first found and determined that no other suitable unit or agency of
8 government is available to operate the same upon reasonable conditions, in
9 accordance with the intent and purpose expressed in section 1.5 of this
10 compact.

1 8.3 Operation and Maintenance. The commission, within limits prescribed
2 by this article, shall:

3 (a) Encourage activities of other public agencies having water related
4 recreational interests and assist in the co-ordination thereof;

5 (b) Recommend standards for the development and administration of
6 water related recreational facilities;

7 (c) Provide for the administration, operation and maintenance of recre-
8 ational facilities owned or controlled by the commission and for the letting

9 and supervision of private concessions in accordance with this article.

1 8.4 Concessions. The commission shall after notice and public hearing
2 provide by regulation for the award of contracts for private concessions in
3 connection with recreational facilities, including any renewal or extension
4 thereof, upon sealed competitive bids after public advertisement therefor.

ARTICLE 9

HYDROELECTRIC POWER

1 9.1 Development. The waters of the Delaware river and its tributaries
2 may be impounded and used by or under authority of the commission for the
3 generation of hydroelectric power and hydroelectric energy, in accordance
4 with the comprehensive plan.

1 9.2 Power Generation. The commission may develop and operate, or
2 authorize to be developed and operated, dams and related facilities and ap-
3 purtenances for the purpose of generating hydroelectric power and hydro-
4 electric energy.

1 9.3 Transmission. The commission may provide facilities for the trans-
2 mission of hydroelectric power and hydroelectric energy produced by it
3 where such facilities are not otherwise available upon reasonable terms, for
4 the purpose of wholesale marketing of power and nothing herein shall be
5 construed to authorize the commission to engage in the business of direct
6 sale to consumers.

1 9.4 Development Contracts. The commission may after public notice and
2 hearing enter into contracts on reasonable terms, consideration and dura-
3 tion under which public utilities or public agencies may develop hydroelec-
4 tric power and hydroelectric energy through the use of dams, related facilities
5 and other appurtenances.

1 9.5 Rates and Charges. Rates and charges fixed by the commission for
2 power which is produced by its facilities shall be reasonable, nondiscrimina-
3 tory, and just.

ARTICLE 10

REGULATION OF WITHDRAWALS AND DIVERSIONS

1 10.1 Power of Regulation. The commission may regulate and control
2 withdrawals and diversions from surface waters and ground waters of the
3 basin, as provided by this article. The commission may enter into agree-
4 ments with the signatory parties relating to the exercise of such power of
5 regulation or control and may delegate to any of them such powers of the
6 commission as it may deem necessary or desirable.

1 10.2 Determination of Protected Areas. The commission may from time
2 to time after public hearing upon due notice determine and delineate such
3 areas within the basin wherein the demands upon supply made by water
4 users have developed or threaten to develop to such a degree as to create a
5 water shortage or to impair or conflict with the requirements or effectua-
6 tion of the comprehensive plan, and any such areas may be designated as
7 "protected areas." The commission, whenever it determines that such short-
8 age no longer exists, shall terminate the protected status of such area and
9 shall give public notice of such termination.

1 10.3 Withdrawal Permits. In any protected areas so determined and
2 delineated, no person, firm, corporation or other entity shall divert or with-
3 draw water for domestic, municipal, agricultural or industrial uses in excess
4 of such quantities as the commission may prescribe by general regulation,
5 except (i) pursuant to a permit granted under this article, or (ii) pursuant
6 to a permit or approval heretofore granted under the laws of any of the
7 signatory States.

1 10.4 Emergency. In the event of a drought or other condition which
2 may cause an actual and immediate shortage of available water supply
3 within the basin, or within any part thereof, the commission may, after pub-
4 lic hearing, determine and delineate the area of such shortage and declare
5 a water supply emergency therein. For the duration of such emergency as
6 determined by the commission no person, firm, corporation or other public
7 or private entity shall divert or withdraw water for any purpose, in excess

8 of such quantities as the commission may prescribe by general regulation
9 or authorize by special permit granted hereunder.

1 10.5 Standards. Permits shall be granted, modified or denied as the case
2 may be so as to avoid such depletion of the natural stream flows and ground
3 waters in the protected area or in an emergency area as will adversely
4 affect the comprehensive plan or the just and equitable interests and rights
5 of other lawful users of the same source, giving due regard to the need to
6 balance and reconcile alternative and conflicting uses in the event of an actual
7 or threatened shortage of water of the quality required.

1 10.6 Judicial Review. The determinations and delineations of the com-
2 mission pursuant to section 10.2 and the granting, modification or denial of
3 permits pursuant to section 10.3 through 10.5 shall be subject to judicial
4 review in any court of competent jurisdiction.

1 10.7 Maintenance of Records. Each State shall provide for the mainte-
2 nance and preservation of such records of authorized diversions and with-
3 drawals and the annual volume thereof as the commission shall prescribe.
4 Such records and supplementary reports shall be furnished to the commis-
5 sion at its request.

1 10.8 Existing State Systems. Whenever the commission finds it neces-
2 sary or desirable to exercise the powers conferred by this article any diver-
3 sion or withdrawal permits authorized or issued under the laws of any of the
4 signatory States shall be superseded to the extent of any conflict with the
5 control and regulation exercised by the commission.

ARTICLE 11

INTERGOVERNMENTAL RELATIONS

1 11.1 Federal Agencies and Projects. For the purposes of avoiding con-
2 flicts of jurisdiction and of giving full effect to the commission as a regional
3 agency of the signatory parties, the following rules shall govern Federal
4 projects affecting the water resources of the basin, subject in each case to
5 the provisions of section 1.4 of this compact:

6 (a) The planning of all projects related to powers delegated to the
7 commission by this compact shall be undertaken in consultation with the
8 commission;

9 (b) No expenditure or commitment shall be made for or on account of
10 the construction, acquisition or operation of any project or facility nor shall
11 it be deemed authorized, unless it shall have first been included by the
12 commission in the comprehensive plan;

13 (c) Each Federal agency otherwise authorized by law to plan, design,
14 construct, operate or maintain any project or facility in or for the basin
15 shall continue to have, exercise and discharge such authority except as
16 specifically provided by this section.

1 11.2 State and Local Agencies and Projects. For the purpose of avoid-
2 ing conflicts of jurisdiction and of giving full effect to the commission as a
3 regional agency of the signatory parties, the following rules shall govern
4 projects of the signatory States, their political subdivisions and public cor-
5 porations affecting water resources of the basin:

6 (a) The planning of all projects related to powers delegated to the
7 commission by this compact shall be undertaken in consultation with the
8 commission;

8A (b) No expenditure or commitment shall be made for or on account
9 of the construction, acquisition or operation of any project or facility unless
10 it shall have first been included by the commission in the comprehensive
11 plan;

12 (c) Each State and local agency otherwise authorized by law to plan,
13 design, construct, operate or maintain any project or facility in or for the
14 basin shall continue to have, exercise and discharge such authority, except
15 as specifically provided by this section.

1 11.3 Reserved Taxing Powers of States. Each of the signatory parties
2 reserves the right to levy, assess and collect fees, charges and taxes on or
3 measured by the withdrawal or diversion of waters of the basin for use within
4 the jurisdictions of the respective signatory parties.

1 11.4 Project Costs and Evaluation Standards. The commission shall
2 establish uniform standards and procedures for the evaluation, determina-
3 tion of benefits, and cost allocations of projects affecting the basin, and for
4 the determination of project priorities, pursuant to the requirements of the
5 comprehensive plan and its water resources program. The commission shall
6 develop equitable cost sharing and reimbursement formulas for the signa-
7 tory parties including:

8 (a) Uniform and consistent procedures for the allocation of project costs
9 among purposes included in multiple-purpose programs;

10 (b) Contracts and arrangements for sharing financial responsibility
11 among and with signatory parties, public bodies, groups and private enter-
12 prise, and for the supervision of their performance;

13 (c) Establishment and supervision of a system of accounts for reim-
14 bursable purposes and directing the payments and charges to be made from
15 such accounts;

16 (d) Determining the basis and apportioning amounts (i) of reimbursable
17 revenues to be paid signatory parties or their political subdivisions, and
18 (ii) of payments in lieu of taxes to any of them.

1 11.5 Co-operative Services. The commission shall furnish technical serv-
2 ices, advice and consultation to authorized agencies of the signatory parties
3 with respect to the water resources of the basin, and each of the signatory
4 parties pledges itself to provide technical and administrative services to the
5 commission upon request, within the limits of available appropriations and
6 to co-operate generally with the commission for the purposes of this compact,
7 and the cost of such services may be reimbursable whenever the parties deem
8 appropriate.

ARTICLE 12

CAPITAL FINANCING

1 12.1 Borrowing Power. The commission may borrow money for any of
2 the purposes of this compact, and may issue its negotiable bonds and other
3 evidences of indebtedness in respect thereto. All such bonds and evidences

4 of indebtedness shall be payable solely out of the properties and revenues of
5 the commission without recourse to taxation. The bonds and other obliga-
6 tions of the commission, except as may be otherwise provided in the inden-
7 ture under which they were issued, shall be direct and general obligations of
8 the commission and the full faith and credit of the commission are hereby
9 pledged for the prompt payment of the debt service thereon and for the ful-
10 fillment of all other undertakings of the commission assumed by it to or for
11 the benefit of the holders thereof.

1 12.2 Funds and Expenses. The purposes of this compact shall include
2 without limitation thereto all costs of any project or facility or any part
3 thereof, including interest during a period of construction and a reasonable
4 time thereafter and any incidental expenses (legal, engineering, fiscal, finan-
5 cial consultant and other expenses) connected with issuing and disposing of
6 the bonds; all amounts required for the creation of an operating fund, con-
7 struction fund, reserve fund, sinking fund, or other special fund; all other
8 expenses connected with the planning, design, acquisition, construction, com-
9 pletion, improvement or reconstruction of any facility or any part thereof;
10 and reimbursement of advances by the commission or by others for such pur-
11 poses and for working capital.

1 12.3 Credit Excluded; Officers, State and Municipal. The commission
2 shall have no power to pledge the credit of any signatory party, or of any
3 county or municipality, or to impose any obligation for payment of the
4 bonds upon any signatory party or any county or municipality. Neither the
5 commissioners nor any person executing the bonds shall be liable personally
6 on the bonds of the commission or be subject to any personal liability or
7 accountability by reason of the issuance thereof.

1 12.4 Funding and Refunding. Whenever the commission deems it expe-
2 dient, it may fund and refund its bonds and other obligations whether or not
3 such bonds and obligations have matured. It may provide for the issuance,
4 sale or exchange of refunding bonds for the purpose of redeeming or retir-
5 ing any bonds (including the payment of any premium, duplicate interest or

6 cash adjustment required in connection therewith) issued by the commission
7 or issued by any other issuing body, the proceeds of the sale of which have been
8 applied to any facility acquired by the commission or which are payable out
9 of the revenues of any facility acquired by the commission. Bonds may be
10 issued partly to refund bonds and other obligations then outstanding, and
11 partly for any other purpose of the commission. All provisions of this com-
12 pact applicable to the issuance of bonds are applicable to refunding bonds
13 and to the issuance, sale or exchange thereof.

1 12.5 Bonds; Authorization Generally. Bonds and other indebtedness of
2 the commission shall be authorized by resolution of the commission. The
3 validity of the authorization and issuance of any bonds by the commission
4 shall not be dependent upon nor affected in any way by: (i) the disposition
5 of bond proceeds by the commission or by contract, commitment or action
6 taken with respect to such proceeds; or (ii) the failure to complete any
7 part of the project for which bonds are authorized to be issued. The com-
8 mission may issue bonds in 1 or more series and may provide for 1 or more
9 consolidated bond issues, in such principal amounts and with such terms and
10 provisions as the commission may deem necessary. The bonds may be se-
11 cured by a pledge of all or any part of the property, revenues and franchises
12 under its control. Bonds may be issued by the commission in such amount,
13 with such maturities and in such denominations and form or forms, whether
14 coupon or registered, as to both principal and interest, as may be deter-
15 mined by the commission. The commission may provide for redemption of
16 bonds prior to maturity on such notice and at such time or times and with
17 such redemption provisions, including premiums, as the commission may
18 determine.

1 12.6 Bonds; Resolutions and Indentures Generally. The commission may
2 determine and enter into indentures providing for the principal amount, date
3 or dates, maturities, interest rate, denominations, form, registration, trans-
4 fer, interchange and other provisions of the bonds and coupons and the terms
5 and conditions upon which the same shall be executed, issued, secured, sold,

6 paid, redeemed, funded and refunded. The resolution of the commission
7 authorizing any bond or any indenture so authorized under which the bonds
8 are issued may include all such covenants and other provisions other than
9 any restriction on the regulatory powers vested in the commission by this
10 compact as the commission may deem necessary or desirable for the issue,
11 payment, security, protection or marketing of the bonds, including without
12 limitation covenants and other provisions as to the rates or amounts of fees,
13 rents and other charges to be charged or made for use of the facilities; the
14 use, pledge, custody, securing, application and disposition of such revenues,
15 of the proceeds of the bonds, and of any other moneys of the commission;
16 the operation, maintenance, repair and reconstruction of the facilities and
17 the amounts which may be expended therefor; the sale, lease or other dis-
18 position of the facilities; the insuring of the facilities and of the revenues
19 derived therefrom; the construction or other acquisition of other facilities; the
20 issuance of additional bonds or other indebtedness; the rights of the bond-
21 holders and of any trustee for the bondholders upon default by the com-
22 mission or otherwise; and the modification of the provisions of the indenture
23 and of the bonds. Reference on the face of the bonds to such resolution or
24 indenture by its date of adoption or the apparent date on the face thereof
25 is sufficient to incorporate all of the provisions thereof and of this compact
26 into the body of the bonds and their appurtenant coupons. Each taker and
27 subsequent holder of the bonds or coupons, whether the coupons are attached
28 to or detached from the bonds, has recourse to all of the provisions of the
29 indenture and of this compact and is bound thereby.

1 12.7 Maximum Maturity. No bond by its terms shall mature in more than
2 50 years from its own date and in the event any authorized issue is divided
3 into 2 or more series or divisions, the maximum maturity date hereby au-
4 thorized shall be calculated from the date on the face of each bond sepa-
5 rately, irrespective of the fact that different dates may be prescribed for the
6 bonds of each separate series or division of any authorized issue.

7 12.8 Tax Exemption. All bonds issued by the commission under the pro-
8 visions of this compact and the interest thereof shall at all times be free and
9 exempt from all taxation by or under authority of any of the signatory
10 parties, except for transfer, inheritance and estate taxes.

11 12.9 Interest. Bonds shall bear interest at a rate of not to exceed 6%
12 per annum, payable annually or semiannually.

13 12.10 Place of Payment. The commission may provide for the payment
14 of the principal and interest of bonds at any place or places within or with-
15 out the signatory States, and in any specified lawful coin or currency of the
16 United States of America.

1 12.11 Execution. The commission may provide for the execution and
2 authentication of bonds by the manual, lithographed or printed facsimile
3 signature of officers of the commission, and by additional authentication by
4 a trustee or fiscal agent appointed by the commission. If any of the officers
5 whose signatures or counter signatures appear upon the bonds or coupons
6 cease to be officers before the delivery of the bonds or coupons, their signa-
7 tures or counter signatures are nevertheless valid and of the same force and
8 effect as if the officers had remained in office until the delivery of the bonds
9 and coupons.

1 12.12 Holding Own Bonds. The commission shall have power out of any
2 funds available therefor to purchase its bonds and may hold, cancel or resell
3 such bonds.

1 12.13 Sale. The commission may fix terms and conditions for the sale
2 or other disposition of any authorized issue of bonds. The commission may
3 sell bonds at less than their par or face value but no issue of bonds may be
4 sold at an aggregate price below the par or face value thereof if such sale
5 would result in a net interest cost to the commission calculated upon the
6 entire issue so sold of more than 6% per annum payable semiannually,
7 according to standard tables of bond values. All bonds issued and sold for
8 cash pursuant to this act shall be sold on sealed proposals to the highest
9 bidder. Prior to such sale, the commission shall advertise for bids by publi-

10 cation of a notice of sale not less than 10 days prior to the date of sale, at
11 least once in a newspaper of general circulation printed and published in
12 New York City carrying municipal bond notices and devoted primarily to
13 financial news. The commission may reject any and all bids submitted and
14 may thereafter sell the bonds so advertised for sale at private sale to any
15 financially responsible bidder under such terms and conditions as it deems
16 most advantageous to the public interest, but the bonds shall not be sold at a
17 net interest cost calculated upon the entire issue so advertised, greater than
18 the lowest bid which was rejected. In the event the commission desires to
19 issue its bonds in exchange for an existing facility or portion thereof, or in
20 exchange for bonds secured by the revenues of an existing facility, it may
21 exchange such bonds for the existing facility or portion thereof or for the
22 bonds so secured, plus an additional amount of cash, without advertising
23 such bonds for sale.

1 12.14 Negotiability. All bonds issued under the provisions of this com-
2 pact are negotiable instruments, except when registered in the name of a
3 registered owner.

1 12.15 Legal Investments. Bonds of the commission shall be legal invest-
2 ments for savings banks, fiduciaries and public funds in each of the signatory
3 States.

1 12.16 Validation Proceedings. Prior to the issuance of any bonds, the
2 commission may institute a special proceeding to determine the legality of
3 proceedings to issue the bonds and their validity under the laws of any of the
4 signatory parties. Such proceeding shall be instituted and prosecuted in rem
5 and the judgment rendered therein shall be conclusive against all persons
6 whomsoever and against each of the signatory parties.

1 12.17 Recording. No indenture need be recorded or filed in any public
2 office, other than the office of the commission. The pledge of revenues pro-
3 vided in any indenture shall take effect forthwith as provided therein and
4 irrespective of the date of receipt of such revenues by the commission or
5 the indenture trustee. Such pledge shall be effective as provided in the in-

6 denture without physical delivery of the revenues to the commission or to
7 the indenture trustee.

1 12.18 Pledged Revenues. Bond redemption and interest payments shall,
2 to the extent provided in the resolution or indenture, constitute a first, direct
3 and exclusive charge and lien on all such rates, rents, tolls, fees and charges
4 and other revenues and interest thereon received from the use and opera-
5 tion of the facility, and on any sinking or other funds created therefrom. All
6 such rates, rents, tolls, fees, charges and other revenues, together with in-
7 terest thereon, shall constitute a trust fund for the security and payment of
8 such bonds and except as and to the extent provided in the indenture with
9 respect to the payment therefrom of expenses for other purposes including
10 administration, operation, maintenance, improvements or extensions of the
11 facilities or other purposes shall not be used or pledged for any other pur-
12 pose so long as such bonds, or any of them, are outstanding and unpaid.

1 12.19 Remedies. The holder of any bond may for the equal benefit and
2 protection of all holders of bonds similarly situated: (a) by mandamus or
3 other appropriate proceedings require and compel the performance of any
4 of the duties imposed upon the commission or assumed by it, its officers,
5 agents or employees under the provisions of any indenture, in connection
6 with the acquisition, construction, operation, maintenance, repair, reconstruc-
7 tion or insurance of the facilities, or in connection with the collection, deposit,
8 investment, application and disbursement of the rates, rents, tolls, fees,
9 charges and other revenues derived from the operation and use of the fa-
10 cilities, or in connection with the deposit, investment and disbursement of
11 the proceeds received from the sale of bonds; or (b) by action or suit in a
12 court of competent jurisdiction of any signatory party require the commis-
13 sion to account as if it were the trustee of an express trust, or enjoin any
14 acts or things which may be unlawful or in violation of the rights of the
15 holders of the bonds. The enumeration of such rights and remedies does
16 not, however, exclude the exercise or prosecution of any other rights or
17 remedies available to the holders of bonds.

1 12.20 Capital Financing by Signatory Parties; Guaranties.

2 (a) The signatory parties will provide such capital funds required for
3 projects of the commission as may be authorized by their respective statutes
4 in accordance with a cost sharing plan prepared pursuant to Article 11 of
5 this compact; but nothing in this section shall be deemed to impose any
6 mandatory obligation on any of the signatory parties other than such obli-
7 gations as may be assumed by a signatory party in connection with a specific
8 project or facility.

9 (b) Bonds of the commission, notwithstanding any other provision of
10 this compact, may be executed and delivered to any duly authorized agency
11 of any of the signatory parties without public offering and may be sold and
12 resold with or without the guaranty of such signatory party, subject to and
13 in accordance with the constitutions of the respective signatory parties.

14 (c) The commission may receive and accept, and the signatory parties
15 may make, loans, grants, appropriations, advances and payments of reim-
16 bursable or nonreimbursable funds or property in any form for the capital
17 or operating purposes of the commission.

ARTICLE 13

PLAN, PROGRAM AND BUDGETS

1 13.1 Comprehensive Plan. The commission shall develop and adopt, and
2 may from time to time review and revise, a comprehensive plan for the
3 immediate and long range development and use of the water resources of the
4 basin. The plan shall include all public and private projects and facilities
5 which are required, in the judgment of the commission, for the optimum
6 planning, development, conservation, utilization, management and control of
7 the water resources of the basin to meet present and future needs; provided
8 that the plan shall include any projects required to conform with any present
9 or future decree or judgment of any court of competent jurisdiction. The
10 commission may adopt a comprehensive plan or any revision thereof in such
11 part or parts as it may deem appropriate, provided that before the adoption
12 of the plan or any part or revision thereof the commission shall consult with

13 water users and interested public bodies and public utilities and shall con-
sider and give due regard to the findings and recommendations of the vari-
ous agencies of the signatory parties and their political subdivisions. The
commission shall conduct public hearings with respect to the comprehensive
plan prior to the adoption of the plan or any part or revision thereof.

13.2 Water Resources Program. The commission shall annually adopt a
water resources program, based upon the comprehensive plan, consisting of
the projects and facilities which the commission proposes to be undertaken
by the commission and by other authorized governmental and private agen-
cies, organizations and persons during the ensuing 6 years or such other
reasonably foreseeable period as the commission may determine. The water
resources program shall include a systematic presentation of:

(1) the quantity and quality of water resources needs for such period;

(2) the existing and proposed projects and facilities required to satisfy
such needs, including all public and private projects to be anticipated;

(3) a separate statement of the projects proposed to be undertaken by
the commission during such period.

13.3 Annual Current Expense and Capital Budgets.

(a) The commission shall annually adopt a capital budget including all
capital projects it proposes to undertake or continue during the budget pe-
riod containing a statement of the estimated cost of each project and the
method of financing thereof.

(b) The commission shall annually adopt a current expense budget for
each fiscal year. Such budget shall include the commission's estimated ex-
penses for administration, operation, maintenance and repairs, including a
separate statement thereof for each project, together with its cost alloca-
tion. The total of such expenses shall be balanced by the commission's esti-
mated revenues from all sources, including the cost allocations undertaken
by any of the signatory parties in connection with any project. Following
the adoption of the annual current expense budget by the commission, the
executive director of the commission shall:

15 (1) certify to the respective signatory parties the amounts due in ac-
16 cordance with existing cost sharing established for each project; and

17 (2) transmit certified copies of such budget to the principal budget offi-
18 cer of the respective signatory parties at such time and in such manner as
19 may be required under their respective budgetary procedures. The amount
20 required to balance the current expense budget in addition to the aggregate
21 amount of item (1) above and all other revenues available to the commission
22 shall be apportioned equitably among the signatory parties by unanimous
23 vote of the commission, and the amount of such apportionment to each
24 signatory party shall be certified together with the budget.

25 (c) The respective signatory parties covenant and agree to include the
26 amounts so apportioned for the support of the current expense budget in
27 their respective budgets next to be adopted, subject to such review and ap-
28 proval as may be required by their respective budgetary processes. Such
29 amounts shall be due and payable to the commission in quarterly install-
30 ments during its fiscal year, provided that the commission may draw upon
31 its working capital to finance its current expense budget pending remittances
32 by the signatory parties.

ARTICLE 14

GENERAL PROVISIONS

1 14.1 Auxiliary Powers of Commission; Functions of Commissioners.

2 (a) The commission, for the purposes of this compact, may:

3 (1) Adopt and use a corporate seal, enter into contracts, sue and be
4 sued in all courts of competent jurisdiction;

5 (2) Receive and accept such payments, appropriations, grants, gifts,
6 loans, advances and other funds, properties and services as may be trans-
7 ferred or made available to it by any signatory party or by any other public
8 or private corporation or individual, and enter into agreements to make re-
9 imbursement for all or part thereof;

10 (3) Provide for, acquire and adopt detailed engineering, administrative,
11 financial and operating plans and specifications to effectuate, maintain or
12 develop any facility or project;

13 (4) Control and regulate the use of facilities owned or operated by the
14 commission;

15 (5) Acquire, own, operate, maintain, control, sell and convey real and
16 personal property and any interest therein by contract, purchase, lease, li-
17 cense, mortgage or otherwise as it may deem necessary for any project or
18 facility, including any and all appurtenances thereto necessary, useful or
19 convenient for such ownership, operation, control, maintenance or conveyance;

20 (6) Have and exercise all corporate powers essential to the declared
21 objects and purposes of the commission.

22 (b) The commissioners, subject to the provisions of this compact, shall:

23 (1) Serve as the governing body of the commission, and exercise and
24 discharge its powers and duties except as otherwise provided by or pursuant
25 to this compact;

26 (2) Determine the character of and the necessity for its obligations and
27 expenditures and the manner in which they shall be incurred, allowed, and
28 paid subject to any provisions of law specifically applicable to agencies or
29 instrumentalities created by compact;

30 (3) Provide for the internal organization and administration of the
31 commission;

32 (4) Appoint the principal officers of the commission and delegate to and
33 allocate among them administrative functions, powers and duties;

34 (5) Create and abolish offices, employments and positions as it deems
35 necessary for the purposes of the commission, and subject to the provisions
36 of this article, fix and provide for the qualification, appointment, removal,
37 term, tenure, compensation, pension and retirement rights of its officers and
38 employees;

39 (6) Let and execute contracts to carry out the powers of the commission.

1 14.2 Regulations; Enforcement. The commission may:

2 (a) Make and enforce reasonable rules and regulations for the effectua-
3 tion, application and enforcement of this compact; and it may adopt and
4 enforce practices and schedules for or in connection with the use, mainte-

5 nance and administration of projects and facilities it may own or operate
6 and any product or service rendered thereby; provided that any rule or
7 regulation, other than 1 which deals solely with the internal management
8 of the commission, shall be adopted only after public hearing and shall not
9 be effective unless and until filed in accordance with the law of the respec-
10 tive signatory parties applicable to administrative rules and regulations
11 generally; and

12 (b) Designate any officer, agent or employee of the commission to be an
13 investigator or watchman and such person shall be vested with the powers
14 of a peace officer of the State in which he is duly assigned to perform his
15 duties.

1 14.3 Tax Exemption. The commission, its property, functions, and activi-
2 ties shall be exempt from taxation by or under the authority of any of the
3 signatory parties or any political subdivision thereof; provided that in lieu
4 of property taxes the commission shall, as to specific projects, make pay-
5 ments to local taxing districts in annual amounts which shall equal the taxes
6 lawfully assessed upon property for the tax year next prior to its acquisition
7 by the commission for a period of 10 years. The nature and amount of
8 such payments shall be reviewed by the commission at the end of 10 years,
9 and from time to time thereafter, upon reasonable notice and opportunity
10 to be heard to the affected taxing district, and the payments may be there-
11 upon terminated or continued in such reasonable amount as may be necessary
12 or desirable to take into account hardships incurred and benefits received
13 by the taxing jurisdiction which are attributable to the project.

1 14.4 Meetings; Public Hearing; Records, Minutes.

2 (a) All meetings of the commission shall be open to the public.

3 (b) The commission shall conduct at least 1 public hearing prior to the
4 adoption of the comprehensive plan, water resources program, annual capi-
5 tal and current expense budgets, the letting of any contract for the sale or
6 other disposition by the commission of hydroelectric energy or water re-
7 sources to any person, corporation or entity, and in all other cases wherein

8 this compact requires a public hearing. Such hearing shall be held upon at
9 least 10 days public notice given by posting at the offices of the commission.
10 The commission shall also provide forthwith for distribution of such notice
11 to the press and by the mailing of a copy thereof to any person who shall
12 request such notices.

13 (c) The minutes of the commission shall be a public record open to in-
14 spection at its offices during regular business hours.

1 14.5 Officers Generally.

2 (a) The officers of the commission shall consist of an executive director
3 and such additional officers, deputies and assistants as the commission may
4 determine. The executive director shall be appointed and may be removed
5 by the affirmative vote of a majority of the full membership of the commis-
6 sion. All other officers and employees shall be appointed by the executive
7 director under such rules of procedure as the commission may determine.

8 (b) In the appointment and promotion of officers and employees for the
9 commission, no political, racial, religious or residence test or qualification
10 shall be permitted or given consideration, but all such appointments and pro-
11 motions shall be solely on the basis of merit and fitness. Any officer or em-
12 ployee of the commission who is found by the commission to be guilty of
13 a violation of this section shall be removed from office by the commission.

1 14.6 Oath of Office. An oath of office in such form as the commission shall
2 prescribe shall be taken, subscribed and filed with the commission by the ex-
3 ecutive director and by each officer appointed by him not later than 15 days
4 after the appointment.

1 14.7 Bond. Each officer shall give such bond and in such form and
2 amount as the commission may require for which the commission may pay
3 the premium.

1 14.8 Prohibited Activities.

2 (a) No commissioner, officer or employee shall:

3 (1) be financially interested, either directly or indirectly, in any con-
4 tract, sale, purchase, lease or transfer of real or personal property to which
5 the commission is a party;

5 (2) solicit or accept money or any other thing of value in addition to the
7 compensation or expenses paid him by the commission for services performed
8 within the scope of his official duties ;

9 (3) offer money or any thing of value for or in consideration of obtaining
10 an appointment, promotion or privilege in his employment with the
11 commission.

12 (b) Any officer or employee who shall willfully violate any of the pro-
13 visions of this section shall forfeit his office or employment.

14 (c) Any contract or agreement knowingly made in contravention of this
15 section is void.

16 (d) Officers and employees of the commission shall be subject in addition
17 to the provisions of this section to such criminal and civil sanctions for mis-
18 conduct in office as may be imposed by Federal law and the law of the sig-
19 natory State in which such misconduct occurs.

1 14.9 Purchasing. Contracts for the construction, reconstruction or im-
2 provement of any facility when the expenditure required exceeds \$10,000.00
3 and contracts for the purchase of services, supplies, equipment and materials
4 when the expenditure required exceeds \$2,500.00 shall be advertised and let
5 upon sealed bids to the lowest responsible bidder. Notice requesting such
6 bids shall be published in a manner reasonably likely to attract prospective
7 bidders, which publication shall be made at least 10 days before bids are re-
8 ceived and in at least 2 newspapers of general circulation in the basin. The
9 commission may reject any and all bids and readvertise in its discretion. If
10 after rejecting bids the commission determines and resolves that in its opinion
11 the supplies, equipment and materials may be purchased at a lower price in
12 the open market, the commission may give each responsible bidder an oppor-
13 tunity to negotiate a price and may proceed to purchase the supplies, equip-
14 ment and materials in the open market at a negotiated price which is lower
15 than the lowest rejected bid of a responsible bidder, without further observ-
16 ance of the provisions requiring bids or notice. The commission shall adopt
17 rules and regulations to provide for purchasing from the lowest responsible

18 bidder when sealed bids, notice and publication are not required by this sec-
19 tion. The commission may suspend and waive the provisions of this section
20 requiring competitive bids whenever:

21 (1) the purchase is to be made from or the contract to be made with the
22 Federal or any State Government or any agency or political subdivision
23 thereof or pursuant to any open end bulk purchase contract of any of them;

24 (2) the public exigency requires the immediate delivery of the articles
25 or performance of the service;

26 (3) only 1 source of supply is available;

27 (4) the equipment to be purchased is of a technical nature and the pro-
28 curement thereof without advertising is necessary in order to assure standard-
29 ization of equipment and interchangeability of parts in the public interest; or

30 (5) services are to be provided of a specialized or professional nature.

1 14.10 Insurance. The commission may self-insure or purchase insurance
2 and pay the premiums therefor against loss or damage to any of its prop-
3 erties; against liability for injury to persons or property; and against loss
4 of revenue from any cause whatsoever. Such insurance coverage shall be in
5 such form and amount as the commission may determine, subject to the re-
6 quirements of any agreement arising out of the issuance of bonds by the
7 commission.

1 14.11 Annual Independent Audit.

2 (a) As soon as practical after the closing of the fiscal year, an audit shall
3 be made of the financial accounts of the commission. The audit shall be
4 made by qualified certified public accountants selected by the commission,
5 who have no personal interest direct or indirect in the financial affairs of
6 the commission or any of its officers or employees. The report of audit shall
7 be prepared in accordance with accepted accounting practices and shall be
8 filed with the chairman and such other officers as the commission shall direct.
9 Copies of the report shall be distributed to each commissioner and shall be
10 made available for public distribution.

11 (b) Each signatory party by its duly authorized officers shall be entitled
12 to examine and audit at any time all of the books, documents, records, files
13 and accounts and all other papers, things or property of the commission.
14 The representatives of the signatory parties shall have access to all books,
15 documents, records, accounts, reports, files and all other papers, things or
16 property belonging to or in use by the commission and necessary to facilitate
17 the audit and they shall be afforded full facilities for verifying transactions
18 with the balances or securities held by depositaries, fiscal agents and
19 custodians.

20 (c) The financial transactions of the commission shall be subject to
21 audit by the general accounting office in accordance with the principles and
22 procedures applicable to commercial corporate transactions and under such
23 rules and regulations as may be prescribed by the Comptroller General of the
24 United States. The audit shall be conducted at the place or places where
25 the accounts of the commission are kept.

26 (d) Any officer or employee who shall refuse to give all required assist-
27 ance and information to the accountants selected by the commission or to
28 the authorized officers of any signatory party or who shall refuse to submit
29 to them for examination such books, documents, records, files, accounts,
30 papers, things or property as may be requested shall forfeit his office.

1 14.12 Reports. The commission shall make and publish an annual re-
2 port to the legislative bodies of the signatory parties and to the public report-
3 ing on its programs, operations and finances. It may also prepare, publish
4 and distribute such other public reports and informational materials as it
5 may deem necessary or desirable.

1 14.13 Grants, Loans or Payments by States or Political Subdivisions.

2 (a) Any or all of the signatory parties or any political subdivision
3 thereof may:

4 (1) Appropriate to the commission such funds as may be necessary to
5 pay preliminary expenses such as the expenses incurred in the making of
6 borings, and other studies of subsurface conditions, in the preparation of

7 contracts for the sale of water and in the preparation of detailed plans and
8 estimates required for the financing of a project;

9 (2) Advance to the commission, either as grants or loans, such funds as
10 may be necessary or convenient to finance the operation and management of
11 or construction by the commission of any facility or project;

12 (3) Make payments to the commission for benefits received or to be
13 received from the operation of any of the projects or facilities of the
14 commission.

15 (b) Any funds which may be loaned to the commission either by a signa-
16 tory party or a political subdivision thereof shall be repaid by the commis-
17 sion through the issuance of bonds or out of other income of the commission,
18 such repayment to be made within such period and upon such terms as may
19 be agreed upon between the commission and the signatory party or political
20 subdivision making the loan.

1 14.14 Condemnation Proceedings.

2 (a) The commission shall have the power to acquire by condemnation
3 the fee or any lesser interest in lands, lands lying under water, development
4 rights in land, riparian rights, water rights, waters and other real or per-
5 sonal property within the basin for any project or facility authorized
6 pursuant to this compact. This grant of power of eminent domain includes
7 but is not limited to the power to condemn for the purposes of this compact
8 any property already devoted to a public use, by whomsoever owned or held,
9 other than property of a signatory party and any property held, constructed,
10 operated or maintained in connection with a diversion authorized by a United
11 States Supreme Court decree. Any condemnation of any property or fran-
12 chises owned or used by a municipal or privately owned public utility, unless
13 the affected public utility facility is to be relocated or replaced, shall be sub-
14 ject to the authority of such State board, commission or other body as may
15 have regulatory jurisdiction over such public utility.

16 (b) Such power of condemnation shall be exercised in accordance with
17 the provisions of any Federal law applicable to the commission; provided

18 that if there is no such applicable Federal law, condemnation proceedings
19 shall be in accordance with the provisions of such general State condemna-
20 tion law as may be in force in the signatory State in which the property is
21 located.

22 (c) Any award or compensation for the taking of property pursuant to
23 this article shall be paid by the commission, and none of the signatory par-
24 ties nor any other agency, instrumentality or political subdivision thereof
25 shall be liable for such award or compensation.

1 14.15 Conveyance of Lands and Relocation of Public Facilities.

2 (a) The respective officers, agencies, departments, commissions or bodies
3 having jurisdiction and control over real and personal property owned by
4 the signatory parties are authorized and empowered to transfer and convey
5 in accordance with the laws of the respective parties to the commission any
6 such property as may be necessary or convenient to the effectuation of the
7 authorized purposes of the commission.

8 (b) Each political subdivision of each of the signatory parties is author-
9 ized and empowered, notwithstanding any contrary provision of law, to grant
10 and convey to the commission, upon the commission's request, any real prop-
11 erty or any interest therein owned by such political subdivision including
12 lands lying under water and lands already devoted to public use which may be
13 necessary or convenient to the effectuation of the authorized purposes of the
14 commission.

15 (c) Any highway, public utility or other public facility which will be
16 dislocated by reason of a project deemed necessary by the commission to
17 effectuate the authorized purposes of this compact shall be relocated and the
18 cost thereof shall be paid in accordance with the law of the State in which
19 the facility is located; provided that the cost of such relocation payable by
20 the commission shall not in any event exceed the expenditure required to
21 serve the public convenience and necessity.

1 14.16 Rights of Way. Permission is hereby granted to the commission to
2 locate, construct and maintain any aqueducts, lines, pipes, conduits and aux-

3 iliary facilities authorized to be acquired, constructed, owned, operated or
4 maintained by the commission in, over, under or across any streets and high-
5 ways now or hereafter owned, opened or dedicated to or for public use, sub-
6 ject to such reasonable conditions as the highway department of the signa-
7 tory party may require.

1 14.17 Penal Sanction. Any person, association or corporation who vio-
2 lates or attempts or conspires to violate any provision of this compact or any
3 rule, regulation or order of the commission duly made, promulgated or
4 issued pursuant to the compact in addition to any other remedy, penalty or
5 consequence provided by law shall be punishable as may be provided by
6 statute of any of the signatory parties within which the offense is committed;
7 provided that in the absence of such provision any such person, association or
8 corporation shall be liable to a penalty of not less than \$50.00 nor more than
9 \$1,000.00 for each such offense to be fixed by the court which the commission
10 may recover in its own name in any court of competent jurisdiction, and in a
11 summary proceeding where available under the practice and procedure of such
12 court. For the purposes of this section in the event of a continuing offense
13 each day of such violation, attempt or conspiracy shall constitute a separate
14 offense.

1 14.18 Tort Liability. The commission shall be responsible for claims aris-
2 ing out of the negligent acts or omissions of its officers, agents and employees
3 only to the extent and subject to the procedures prescribed by law generally
4 with respect to officers, agents and employees of the government of the United
5 States.

1 14.19 Effect on Riparian Rights. Nothing contained in this compact shall
2 be construed as affecting or intending to affect or in any way to interfere with
3 the law of the respective signatory parties relating to riparian rights.

1 14.20 Amendments and Supplements. Amendments and supplements to
2 this compact to implement the purposes thereof may be adopted by legislative
3 action of any of the signatory parties concurred in by all of the others.

1 14.21 Construction and Severability. The provisions of this act and of
 2 agreements thereunder shall be severable and if any phrase, clause, sentence
 3 or provision of this compact or such agreement is declared to be unconstitu-
 4 tional or the applicability thereof to any signatory party, agency or person is
 5 held invalid, the constitutionality of the remainder of this compact or such
 6 agreement and the applicability thereof to any other signatory party, agency,
 7 person or circumstance shall not be affected thereby. It is the legislative intent
 8 that the provisions of this compact be reasonably and liberally construed.

1 14.22 Effective Date; Execution. This compact shall become binding and
 2 effective 30 days after the enactment of concurring legislation by the Federal
 3 Government, the States of Delaware, New Jersey and New York, and the
 4 Commonwealth of Pennsylvania. The compact shall be signed and sealed in 6
 5 duplicate original copies by the respective chief executives of the signatory
 6 parties. One such copy shall be filed with the Secretary of State of each of the
 7 signatory parties or in accordance with the laws of the State in which the filing
 8 is made, and 1 copy shall be filed and retained in the archives of the commis-
 9 sion upon its organization. The signatures shall be affixed and attested under
 10 the following form:

11 “IN WITNESS WHEREOF, and in evidence of the adoption and enactment
 12 into law of this compact by the Congress and Legislatures, respectively, of
 13 the signatory parties, the President of the United States and the respective
 14 Governors do hereby, in accordance with authority conferred by law, sign this
 15 compact in 6 duplicate original copies, as attested by the respective Secretaries
 16 of State, and have caused the seals of the United States and of the respective
 17 States to be hereunto affixed this day of, 19....”

PART II

ARTICLE 15

EFFECTUATION

1 15.1 Repealer. All acts and parts of acts inconsistent with any provision
 2 of this act are to the extent of such inconsistency hereby repealed.

1 15.2 Effectuation by Chief Executive. The chief executive is authorized to
2 take such action as may be necessary and proper, in his discretion, to
3 effectuate the compact and the initial organization and operation of the com-
4 mission thereunder.

1 15.3 Effective Date. This act shall take effect immediately.

NOTATIONS

S 99 Connery Feb. 14—Authorizes the State Highway Department to pay counties or municipalities up to 90% of the cost of repairing damage to public roads caused by vehicles weighing over 40,000 pounds and licensed as "constructors" (R.S. 39:3-20); specifies the procedure for application, approval and payment of such funds.

Feb. 14—State, Co. & Mun. Gov't Com.

S 100 Fox Feb. 14—Prohibits as a disorderly person an employer not paying the required contribution to welfare and pension funds established for the benefit of employees and dependents of employees pursuant to a collective bargaining agreement.

Feb. 14—Rev. & Amend. of Laws Com.

S 101 Fox, Jones Feb. 14—Requires a sewerage authority to have a public bidding for work to be performed or for materials to be furnished when the amount exceeds \$2,500 rather than \$500.

Feb. 14—No reference, 2nd reading.

Mar. 20—Passed in Senate.

Mar. 27—Received in Assembly.

Mar. 27—Inst. Pub Health & Welf Com.

S 102 Fox, Jones Feb. 14—Permits the expenditure of \$13,000,000 by the State Highway Authority for a depressed East-West Freeway through Essex County; requires tolls be paid within the area to be developed.

May 1—Passed Senate under emergency resolution, amended.

May 8—Passed Assembly under emergency resolution, amended.

May 15—Recalled by Assembly.

May 15—Passed Assembly under emergency resolution, amended.

May 15—Assemb. amend. passed in Sen. under emergency resolution.

May 22—Approved, Chapter 25.

S 103 Connery Feb. 14—Permits a workmen's compensation claim for death or injury by accident or occupational disease caused by exposure to ionizing radiation from sources inside or outside the body, to be filed within 2 years after the accident or within 2 years after disablement, whichever is later, or in case of a death claim, within 2 years of the date of death.

Feb. 14—Labor & Industrial Rel. Com.

S 104 Weber, Stout Feb. 14—Regulates the sale or distribution of grain which has been treated or processed for food or feed purposes; prohibits as a disorderly person any violation of the act; effective 60 days after enactment.

June 2—Passed Senate under emergency resolution.

Nov. 20—Passed Assembly under emergency resolution.

Dec. 18—Approved, Chapter 125

S 105 Haines Feb. 14—Prohibits a municipality to dissolve, by ordinance, a municipal port authority until the debts and obligations of the authority have been fully met and discharged.

Feb. 14—State, Co. & Mun. Gov't Com.

May 1—Reported by com. sub.

May 1—2nd reading.

May 8—Com. Sub. passed in Senate.

May 15—Received in Assembly.

May 15—State, Co. & Mun. Gov't Com.

S 106 Grossi Feb. 14—Amends the acts (R.S. 54:1-31, 32 and 54:4-3.16) concerning real and personal taxes to make same payable in 1963, instead of 1962.

Apr. 24—Withdrawn from the files.

S 107 Ridolfi Feb. 14—Permits any member of the Retirement System of the State penal institutions who prior to November 1, 1945 was a holder of an office, position or employment in the State service, under temporary service, to purchase prior service credits in the retirement system for the years of the temporary service, the State shall not be liable for any payment to the system.

Feb. 14—State, Co. & Mun. Gov't Com.

S 108 Haines Feb. 14—Changes the date of the primary elections from the third Tuesday in April to the third Tuesday in September; revises dates for municipal and county clerks to make their certifications and for national convention delegates.

Feb. 14—State, Co. & Mun. Gov't Com.

NOTATIONS

S 109 Dumont, Stout, Fox, Waddington Feb. 14—Establishes a Youth Division in the Department of State consisting of a 9 member State Youth Commission and a division director to coordinate public and private efforts on behalf of children and youth and to help plan for the future needs of the young people of the State.

Feb. 14—Inst. Pub Health & Welf Com.

S 110 Sandman Feb. 14—Permits a municipality to grant a pension equal to 1/2 of the annual salary received during the past 5 years to a municipal magistrate who has served as a magistrate and a justice of the peace for not less than 12 years and who has attained the age of 80 years.

Feb. 14—No reference, 2nd reading.

Mar. 27—Recommitted.

Mar. 27—State, Co. & Mun. Gov't Com.

May 8—Reported with com. amend.

May 8—2nd reading.

May 31—Passed in Senate, amended.

May 31—Received in Assembly.

May 31—State, Co. & Mun. Gov't Com.

S 111 Farley Feb. 14—Permits the formation of nonprofit dental service corporations and dental service plans; prescribes regulations for the establishment, maintenance and operation of the corporations and plans.

Feb. 14—No reference; 2nd reading.

S 112 Sandman, Waddington, Connery, Weber Feb. 14—Requires the county clerk in paper ballot counties to supply stamped envelopes to the superintendent of elections, unless the county board of elections notifies him that stamped envelopes are not required for this purpose.

Feb. 14—State, Co. & Mun. Gov't Com.

Mar. 20—Reported, 2nd reading.

Mar. 27—Passed in Senate.

Mar. 27—Received in Assembly.

Mar. 27—State, Co. & Mun. Gov't Com.

June 2—Reported, 2nd reading.

Nov. 20—Recommitted.

S 113 Sandman Feb. 14—Amends the Amusement Games Control Act to change the qualifications and statements of applicants for a license to hold, operate and conduct such games; makes procedural changes in other requirements of the Act.

Feb. 14—Judiciary Com.

Mar. 20—Reported, 2nd reading.

Mar. 27—Passed in Senate.

Mar. 27—Received in Assembly.

Mar. 27—Judiciary Com.

S 114 Connery Mar. 13—Relocates the boundary line between Greenwich Township and Paulsboro Borough, Gloucester County.

Mar. 27—Passed in Senate.

June 2—Passed in Assembly.

Sept. 27—Approved, Chapter 107.

S 115 Dumont, Ridolfi, Connery, Cowgill Mar. 13—Designated the "Delaware River Basin Compact," creates the Delaware River Basin Commission to consist of the Governors of the States of Delaware, New Jersey and New York and the Commonwealth of Pennsylvania ex-officio, and an alternate to act in his place, and 1 commissioner appointed by the President of the United States for the planning, conservation, utilization, development, management and control of the water and related natural resources of the Delaware River Basin; effective when similar legislation is enacted by the other signatory states.

Apr. 24—Passed Senate under emergency resolution.

May 1—Passed in Assembly.

May 1—Approved, Chapter 13.

S 116 Fox Mar. 13—Permits the Passaic Valley Sewerage Commission to increase the annual rental from the rate of \$2,500 to \$10,000 per million gallons of average daily flow or discharge.

Mar. 13—Rev. & Amend. of Laws Com.

S 117 Dumont Mar. 13—Permits the State Commissioner of Labor and Industry to enter into an agreement with the U.S. Secretary of Labor to make temporary unemployment compensation payments to individuals who have, after June 30, 1960, exhausted all rights under State law to such compensation, without obligating this State, under the "Temporary Unemployment Compensation Act of 1961," of the 87th Congress.

Mar. 13—Fed. & Interstate Rel. Com.