
THE GENERAL ASSEMBLY OF PENNSYLVANIA

SENATE BILL

No. **350** Session of
1961

INTRODUCED BY MESSRS. WEINER, BERGER, SCOTT, VAN
SANT, KELLER, DONOLOW, MULLIN, MURRAY, DISIL-
VESTRO AND ROONEY, MARCH 6, 1961.

REFERRED TO COMMITTEE ON FORESTS & WATERS, GAME &
FISH, MARCH 6, 1961.

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 Dela-
ware 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 wild-
life habitat and public recreational facilities and other purposes
and defining the functions powers and duties of such agency

EXPLANATION—CAPITAL LETTERS indicate new matter added to bill. Matter stricken through
is to be omitted from bill.
Underlining indicates new matter added to existing law. [Brackets] indicate matter
stricken from existing law.

The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows

1 Section 1 The Commonwealth of Pennsylvania hereby solemnly
2 covenants and agrees with the states of Delaware New Jersey and New
3 York and the United States of America upon the enactment of con-
4 current legislation by the Congress of the United States and by the re-
5 spective state legislatures as follows

6 Part I

7 Compact

8 Whereas the signatory parties recognize the water and related re-
9 sources of the Delaware basin as regional assets vested with local state
10 and national interests for which they have a joint responsibility and

11 Whereas the conservation utilization development management
12 and control of the water and related resources of the Delaware River
13 Basin under a comprehensive multi-purpose plan will bring the greatest
14 benefits and produce the most efficient service in the public welfare and

15 Whereas such a comprehensive plan administered by a basin-wide
16 agency will provide effective flood damage reduction conservation and
17 development of ground and surface water supply for municipal industrial

1 and agricultural uses development of recreational facilities in relation
2 to reservoirs lakes and streams propagation of fish and game promotion
3 of related forestry soil conservation and watershed projects protection
4 and aid to fisheries dependent upon water resources development of
5 hydroelectric power potentialities improved navigation control of the
6 movement of salt water abatement and control of stream pollution and
7 regulation of stream flows toward the attainment of these goals and

8 Whereas decisions of the United States Supreme Court relating
9 to the waters of the basin have confirmed the interstate regional
10 character of the water resources of the Delaware River Basin and the
11 United States Corps of Engineers has in a prior report on the Delaware
12 River Basin (House Document 179 73d Cong 2nd Sess) officially recog-
13 nized the need for an interstate agency and the economies that can result
14 from unified development and control of the water resources of the basin
15 and

16 Whereas the water resources of the basin are presently subject to
17 the duplicating overlapping and uncoordinated administration of some
18 43 state agencies 14 interstate agencies and 19 federal agencies which
19 exercise a multiplicity of powers and duties resulting in a splintering
20 of authority and responsibilities and

1 Whereas the joint advisory body known as the Interstate Com-
2 mission on the Delaware River Basin (Incodel) created by the respec-
3 tive commissions or committee on Interstate Cooperation of the States
4 of Delaware New Jersey New York and Pennsylvania has on the basis
5 of its extensive investigations surveys and studies concluded that regional
6 development of the Delaware River Basin is feasible advisable and
7 urgently needed and has recommended that an interstate compact with
8 federal participation be consummated to this end and

9 Whereas the Congress of the United States and the executive
10 branch of the government have recognized the national interest in the
11 Delaware River Basin by authorizing and directing the Corps of Engi-
12 neers U S Department of the Army to make a comprehensive survey
13 and report on the water and related resources of the Delaware River
14 Basin enlisting the technical aid and planning participation of many
15 federal state and municipal agencies dealing with the waters of the basin
16 and in particular the federal departments of Agriculture Commerce
17 Health Education and Welfare Interior and Federal Power Commis-
18 sion and

19 Whereas some 22,000,000 people of the United States at present
20 live and work in the region of the Delaware River Basin and its environs

1 and the government employment industry and economic development
2 of the entire region and the health safety and general welfare of its
3 population are and will continue to be vitally affected by the use con-
4 servation management and control of the water and related resources
5 of the Delaware River Basin and

6 Whereas demands upon the waters and related resources of the
7 basin are expected to mount rapidly because of the anticipated increase
8 in the population of the region projected to reach 30,000,000 by 1980
9 and 40,000,000 by 2010 and because of the anticipated increase in in-
10 dustrial growth projected to double by 1980 and

11 Whereas water resources planning and development is technical
12 complex and expensive and has often required fifteen to twenty years
13 from the conception to the completion of a large dam and reservoir
14 and

15 Whereas the public interest requires that facilities must be ready
16 and operative when needed to avoid the catastrophe of unexpected
17 floods or prolonged drought and for other purposes and

18 Whereas the Delaware River Basin Advisory Committee a tempo-
19 rary body constituted by the governors of the four basin states and the

1 mayors of the cities of New York and Philadelphia has prepared a
2 draft of an interstate-federal compact for the creation of a basin agency
3 and the signatory parties desire to effectuate the purposes thereof Now
4 therefore

5 The states of Delaware New Jersey and New York and the Com-
6 monwealth of Pennsylvania and the United States of America hereby
7 solemnly covenant and agree with each other upon the enactment of
8 concurrent legislation by the Congress of the United States and by the
9 respective state legislatures having the same effect as this Part as follows

10 Article 1

11 Short Title Definitions Purpose and Limitations

12 Section 1.1 Short Title This act shall be known and may be cited
13 as the Delaware River Basin Compact

14 Section 1.2 Definitions For the purposes of this compact and of
15 any supplemental or concurring legislation enacted pursuant thereto
16 except as may be otherwise required by the context

17 (a) "Basin" shall mean the area of drainage into the Delaware
18 River and its tributaries including Delaware Bay

19 (b) "Commission" shall mean the Delaware River Basin Commission
20 created and constituted by this compact

(c) "Compact" shall mean Part I of this act

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

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

(f) "Federal government" shall mean the government of the United States of America and any appropriate branch department bureau or

1 division thereof as the case may be

2 (g) "Project" shall mean any work service or activity which is
3 separately planned financed or identified by the commission or any
4 separate facility undertaken or to be undertaken within a specified area
5 for the conservation utilization control development or management of
6 water resources which can be established and utilized independently or
7 as an addition to an existing facility and can be considered as a separate
8 entity for purposes of evaluation

9 (h) "Signatory party" shall mean a state or commonwealth party
10 to this compact and the federal government

11 (i) "Water resources" shall include water and related natural re-
12 sources in on under or above the ground including related uses of land
13 which are subject to beneficial use ownership or control

14 Section 1.3 Purpose and Findings The legislative bodies of the
15 respective signatory parties hereby find and declare

16 (a) The water resources of the basin are affected with a local state
17 regional and national interest and their planning conservation utilization
18 development management and control under appropriate arrangements
19 for intergovernmental cooperation are public purposes of the respective
20 signatory parties

1 (b) The water resources of the basin are subject to the sovereign
2 right and responsibility of the signatory parties and it is the purpose of
3 this compact to provide for a joint exercise of such powers of sovereignty
4 in the common interests of the people of the region

5 (c) The water resources of the basin are functionally interrelated
6 and the uses of these resources are interdependent. A single administra-
7 tive agency is therefore essential for effective and economical direction
8 supervision and coordination of efforts and programs of federal, state
9 and local governments and of private enterprise.

10 (d) The water resources of the Delaware River Basin if properly
11 planned and utilized are ample to meet all presently projected demands
12 including existing and added diversions in future years and ever in-
13 creasing economies and efficiencies in the use and reuse of water
14 resources can be brought about by comprehensive planning program-
15 ming and management.

16 (e) In general the purposes of this compact are to promote inter-
17 state comity to remove causes of present and future controversy to
18 make secure and protect present developments within the states to en-
19 courage and provide for the planning, conservation, utilization, develop-

1 ment management and control of the water resources of the basin to
2 provide for cooperative planning and action by the signatory parties
3 with respect to such water resources and to apply the principle of equal
4 and uniform treatment to all water users who are similarly situated
5 and to all users of related facilities without regard to established political
6 boundaries

7 Section 1.4 Powers of Congress Withdrawal Nothing in this com-
8 pact shall be construed to relinquish the functions powers or duties of
9 the Congress of the United States with respect to the control of any
10 navigable waters within the basin nor shall any provision hereof be
11 construed in derogation of any of the constitutional powers of the
12 Congress to regulate commerce among the states and with foreign
13 nations The power and right of the Congress to withdraw the federal
14 government as a party to this compact or to revise or modify the terms
15 conditions and provisions under which it may remain a party by amend-
16 ment repeal or modification of any federal statute applicable thereto is
17 recognized by the signatory parties

18 Section 1.5 Existing Agencies Construction It is the purpose of
19 the signatory parties to preserve and utilize the functions powers and
20 duties of existing offices and agencies of government to the extent not

1 inconsistent with this compact and the commission is authorized and
2 directed to utilize and employ such offices and agencies for the purpose
3 of this compact to the fullest extent it finds feasible and advantageous

4 Section 1.6 Duration of Compact

5 (a) The duration of this compact shall be for an initial period of
6 100 years from its effective date and it shall be continued for additional
7 periods of 100 years if not later than 20 years nor sooner than 25 years
8 prior to the termination of the initial period or any succeeding period
9 none of the signatory states by authority of an act of its legislature
10 notifies the commission of intention to terminate the compact at the
11 end of the then current 100 year period

12 (b) In the event that this compact should be terminated by opera-
13 tion of paragraph (a) above the commission shall be dissolved its assets
14 and liabilities transferred and its corporate affairs wound up in such
15 manner as may be provided by act of the Congress

16 Article 2

17 Organization and Area

18 Section 2.1 Commission Created The Delaware River Basin Com-
19 mission is hereby created as a body politic and corporate with succession

1 for the duration of this compact as an agency and instrumentality of
2 the governments of the respective signatory parties

3 Section 2.2 Commission Membership The commission shall consist
4 of the Governors of the signatory states ex officio and one commissioner
5 to be appointed by the President of the United States to serve during the
6 term of office of the President

7 Section 2.3 Alternates Each member of the commission shall ap-
8 point an alternate to act in his place and stead with authority to attend
9 all meetings of the commission and with power to vote in the absence
10 of the member Unless otherwise provided by law of the signatory party
11 for which he is appointed each alternate shall serve during the term
12 of the member appointing him subject to removal at the pleasure of
13 the member In the event of a vacancy in the office of alternate it shall
14 be filled in the same manner as an original appointment for the un-
15 expired term only

16 Section 2.4 Compensation Members of the commission and alter-
17 nates shall serve without compensation but may be reimbursed for
18 necessary expenses incurred in and incident to the performance of their
19 duties

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

5 Section 2.6 Organization and Procedure The commission shall pro-
6 vide for its own organization and procedure and shall adopt rules and
7 regulations governing its meetings and transactions It shall organize
8 annually by the election of a chairman and vice-chairman from among
9 its members It shall provide by its rules for the appointment by each
10 member in his discretion of an advisor to serve without compensation
11 who may attend all meetings of the commission and its committees

12 Section 2.7 Jurisdiction of the Commission The commission shall
13 have exercise and discharge its functions powers and duties within
14 the limits of the basin except that it may in its discretion act outside the
15 basin whenever such action may be necessary or convenient to effectuate
16 its powers or duties within the basin or to sell or dispose of water hydro-
17 electric power or other water resources within or without the basin The
18 commission shall exercise such power outside the basin only upon the
19 consent of the state in which it proposes to act

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Article 3

Powers and Duties of the Commission

Section 3.1 Purpose and Policy The commission shall develop and effectuate plans policies and projects relating to the water resources of the basin It shall adopt and promote uniform and coordinated policies for water conservation control use and management in the basin It shall encourage the planning development and financing of water resources projects according to such plans and policies

Section 3.2 Comprehensive Plan Program and Budgets The commission shall in accordance with Article 13 of this compact formulate and adopt

(a) A comprehensive plan after consultation with water users and interested public bodies for the immediate and long range development and uses of the water resources of the basin

(b) A water resources program based upon the comprehensive plan which shall include a systematic presentation of the quantity and quality of water resources needs of the area to be served for such reasonably foreseeable period as the commission may determine balanced by existing and proposed projects required to satisfy such needs including all public and private projects affecting the basin together with a separate state-

1 ment of the projects proposed to be undertaken by the commission during
2 such period and

3 (c) An annual current expense budget and an annual capital budget
4 consistent with the water resources program covering the commission's
5 projects and facilities for the budget period

6 Section 3.3 Allocations Diversions and Releases The commission
7 shall have the power from time to time as need appears in accordance
8 with the doctrine of equitable apportionment to allocate the waters of
9 the basin to and among the states signatory to this compact and to and
10 among their respective political subdivisions and to impose conditions
11 obligations and release requirements related thereto subject to the
12 following limitations

13 (a) The commission without the unanimous consent of the parties to
14 the United States Supreme Court decree in *New Jersey v New York*
15 347 US 995 (1954) shall not impair diminish or otherwise adversely
16 affect the diversions compensating releases *rights conditions obligations*
17 and provisions for the administration thereof as provided in said decree
18 provided however that after consultation with the river master under
19 said decree the commission may find and declare a state of emergency

1 resulting from a drought or catastrophe and it may thereupon by
2 unanimous consent of its members authorize and direct an increase or
3 decrease in any allocation or diversion permitted or releases required by
4 the decree in such manner and for such limited time as may be necessary
5 to meet such an emergency condition

6 (b) No allocation of waters hereafter made pursuant to this sec-
7 tion shall constitute a prior appropriation of the waters of the basin
8 or confer any superiority of right in respect to the use of those waters
9 nor shall any such action be deemed to constitute an apportionment of
10 the waters of the basin among the parties hereto provided that this
11 paragraph shall not be deemed to limit or restrict the power of the
12 commission to enter into covenants with respect to water supply with
13 a duration not exceeding the life of this compact as it may deem neces-
14 sary for the benefit or development of the water resources of the basin

15 (c) Any proper party deeming itself aggrieved by action of the
16 commission with respect to an out-of-basin diversion or compensating
17 releases in connection therewith notwithstanding the powers delegated
18 to the commission by this compact may invoke the original jurisdic-
19 tion of the United States Supreme Court within one year after such
20 action for an adjudication and determination thereof de novo Any other

1 action of the commission pursuant to this section shall be subject to
2 judicial review in any court of competent jurisdiction

3 Section 3.4 Supreme Court Decree Waivers Each of the signatory
4 states and their respective political subdivisions in consideration of
5 like action by the others and in recognition of reciprocal benefits
6 hereby waives and relinquishes for the duration of this compact any
7 right privilege or power it may have to apply for any modification of
8 the terms of the decree of the United States Supreme Court in *New*
9 *Jersey v New York* 347 U S 995 (1954) which would increase or
10 decrease the diversions authorized or increase or decrease the releases
11 required thereunder except that a proceeding to modify such decree
12 to increase diversions or compensating releases in connection with such
13 increased diversions may be prosecuted by a proper party to effectuate
14 rights powers duties and obligations under Section 3.3 of this com-
15 pact and except as may be required to effectuate the provisions of
16 paragraphs III B 3 and V B of said decree

17 Section 3.5 Supreme Court Decree Specific Limitations on Com-
18 mission Except as specifically provided in Sections 3.3 and 3.4 of this
19 article nothing in this compact shall be construed in any way to impair

1 diminish or otherwise adversely affect the rights powers privileges
2 conditions and obligations contained in the decree of the United States
3 Supreme Court in New Jersey v New York 347 U S 995 (1954) To
4 this end and without limitation thereto the commission shall not

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

9 (b) Impose or collect any fee charge or assessment with respect to
10 diversions of waters of the basin permitted by said decree

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

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

19 Section 3.6 General Powers The commission may

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

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

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

19 (d) Compile and coordinate systematic stream stage and ground
20 water level forecasting data and publicize such information when and

1 as needed for water uses flood warning quality maintenance or other
2 purposes

3 (e) Conduct such special ground water investigations tests and
4 operations and compile such data relating thereto as may be required
5 to formulate and administer the comprehensive plan

6 (f) Prepare publish and disseminate information and reports with
7 respect to the water problems of the basin and for the presentation of
8 the needs resources and policies of the basin to executive and legislative
9 branches of the signatory parties

10 (g) Negotiate for such loans grants services or other aids as may
11 be lawfully available from public or private sources to finance or assist
12 in effectuating any of the purposes of this compact and to receive and
13 accept such aid upon such terms and conditions and subject to such
14 provisions for repayment as may be required by federal or state law or
15 as the commission may deem necessary or desirable

16 (h) Exercise such other and different powers as may be delegated
17 to it by this compact or otherwise pursuant to law and have and exercise
18 all powers necessary or convenient to carry out its express powers or
19 which may be reasonably implied therefrom

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

7 Section 3.8 Referral and Review No project having a substantial
8 effect on the water resources of the basin shall hereafter be undertaken
9 by any person corporation or governmental authority unless it shall
10 have been first submitted to and approved by the commission subject
11 to the provisions of Sections 3.3 and 3.5 The commission shall approve
12 a project whenever it finds and determines that such project would not
13 substantially impair or conflict with the comprehensive plan and may
14 modify and approve as modified or may disapprove any such project
15 whenever it finds and determines that the project would substantially
16 impair or conflict with such plan The commission shall provide by regu-
17 lation for the procedure of submission review and consideration of
18 projects and for its determinations pursuant to this section Any de-
19 termination of the commission hereunder shall be subject to judicial
20 review in any court of competent jurisdiction

1 Section 3.9 Coordination and Cooperation The commission shall
2 promote and aid the coordination of the activities and programs of
3 federal state municipal and private agencies concerned with water re-
4 sources administration in the basin To this end but without limitation
5 thereto the commission may

6 (a) Advise consult contract financially assist or otherwise cooperate
7 with any and all such agencies

8 (b) Employ any other agency or instrumentality of any of the
9 signatory parties or of any political subdivision thereof in the design con-
10 struction operation and maintenance of structures and the installation
11 and 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 com-
14 prehensive plan incorporate any separate plans of other public and
15 private organizations operating in the basin and permit the decentralized
16 administration thereof

17 (d) Qualify as a sponsoring agency under any federal legislation
18 heretofore or hereafter enacted to provide financial or other assistance
19 for the planning conservation utilization development management or

1 control of water resources

2 Section 3.10 Advisory Committees The commission may constitute
3 and empower advisory committees which may be comprised of repre-
4 sentatives of the public and of federal state county and municipal govern-
5 ments water resources agencies water-using industries water-interest
6 groups labor and agriculturo

7 Article 4

8 Water Supply

9 Section 4.1 Generally The commission shall have power to develop
10 implement and effectuate plans and projects for the use of the waters
11 of the basin for domestic municipal agricultural and industrial water
12 supply To this end without limitation thereto it may provide for con-
13 struct acquire operate and maintain dams reservoirs and other facilities
14 for utilization of surface and ground water resources and all related
15 structures appurtenances and equipment on the river and its tributaries
16 and at such off-river sites as it may find appropriate and may regulate
17 and control the use thereof

18 Section 4.2 Storage and Release of Waters

19 (a) The commission shall have power to acquire operate and control
20 projects and facilities for the storage and release of waters for the

1 regulation of flows and supplies of surface and ground waters of the
2 basin for the protection of public health stream quality control economic
3 development improvement of fisheries recreation dilution and abate-
4 ment of pollution the prevention of undue salinity and other purposes

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

12 Section 4.3 Assessable Improvements The commission may under-
13 take to provide stream regulation in the main stream or any tributary
14 in the basin and may assess on an annual basis or otherwise the cost
15 thereof upon water users or any classification of them specially bene-
16 fitted thereby to a measurable extent provided that no such assessment
17 shall exceed the actual benefit to any water user Any such assessment
18 shall follow the procedure prescribed by law for local improvement as-
19 sessments and shall be subject to judicial review in any court of compe-
20 tent jurisdiction

1 Section 4.4 Coordination Prior to entering upon the execution
2 of any project authorized by this article the commission shall review
3 and consider all existing rights plans and programs of the signatory
4 parties their political subdivisions private parties and water users which
5 are pertinent to such project and shall hold a public hearing on each
6 proposed project

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

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Article 5

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Pollution Control

14 Section 5.1 General Powers The commission may undertake investi-
15 gations and surveys and acquire construct operate and maintain pro-
16 jects and facilities to control potential pollution and abate or dilute
17 existing pollution of the water resources of the basin It may invoke as
18 complainant the power and jurisdiction of water pollution abatement
19 agencies of the signatory parties

1 Section 5.2 Policy and Standards The commission may assume
2 jurisdiction to control future pollution and abate existing pollution in
3 the waters of the basin whenever it determines after investigation and
4 public hearing upon due notice that the effectuation of the compre-
5 hensive plan so requires The standard of such control shall be that pol-
6 lution by sewage or industrial or other waste originating within a signa-
7 tory state shall not injuriously affect waters of the basin as contem-
8 plated by the comprehensive plan The commission after such public
9 hearing may classify the waters of the basin and establish standards
10 of treatment of sewage industrial or other waste according to such
11 classes including allowance for the variable factors of surface and ground
12 waters such as size of the stream flow movement location character
13 self-purification and usage of the waters affected After such investiga-
14 tion notice and hearing the commission may adopt and from time to
15 time amend and repeal rules regulations and standards to control such
16 future pollution and abate existing pollution and to require such treat-
17 ment of sewage industrial or other waste within a time reasonable for
18 the construction of the necessary works as may be required to protect
19 the public health or to preserve the waters of the basin for uses in ac-
20 cordance with the comprehensive plan

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

15 Section 5.4 Enforcement The commisison may after investigation
16 and hearing issue an order or orders upon any person or public or
17 private corporation or other entity to cease the discharge of sewage
18 industrial or other waste into waters of the basin which it determines
19 to be in violation of such rules and regulations as it shall have adopted

1 for the prevention and abatement of pollution Any such order or orders
2 may prescribe the date including a reasonable time for the construc-
3 tion of any necessary works on or before which such discharge shall
4 be wholly or partially discontinued modified or treated or otherwise con-
5 formed to the requirements of such rules and regulations Such order
6 shall be reviewable in any court of competent jurisdiction The courts
7 of the signatory parties shall have jurisdiction to enforce against any
8 person public or private corporation or other entity any and all pro-
9 visions of this Article or of any such order The commission may bring
10 an action in its own name in any such court of competent jurisdiction
11 to compel compliance with any provision of this Article or any rule
12 or regulation issued pursuant thereto or of any such order according
13 to the practice and procedure of the court

14 Section 5.5 Further Jurisdiction Nothing in this compact shall be con-
15 strued to repeal modify or qualify the authority of any signatory party
16 to enact any legislation or enforce any additional conditions and restric-
17 tions to lessen or prevent the pollution of waters within its jurisdiction

Article 6

Flood Protection

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3 Section 6.1 General Powers The commission may plan design con-
4 struct and operate and maintain projects and facilities as it may deem
5 necessary or desirable for flood damage reduction It shall have power
6 to operate such facilities and to store and release waters on the Delaware
7 River and its tributaries and elsewhere within the basin in such manner
8 at such times and under such regulations as the commission may deem
9 appropriate to meet flood conditions as they may arise

Section 6.2 Flood Plain Zoning

10
11 (a) The commission shall have power to adopt amend and repeal
12 recommended standards in the manner provided by this section relating
13 to the nature and extent of the uses of land in areas subject to flooding
14 by waters of the Delaware River and its tributaries Such standards
15 shall not be deemed to impair or restrict the power of the signatory
16 parties or their political subdivisions to adopt zoning and other land
17 use regulations not inconsistent therewith

18 (b) The commission may study and determine the nature and ex-
19 tent of the flood plains of the Delaware River and its tributaries Upon
20 the basis of such studies it may establish encroachment lines and de-

1 delineate the areas subject to flood including a classification of lands
2 with reference to relative risk of flood and the establishment of stand-
3 ards for flood plain use which will safeguard the public health safety
4 and property Prior to the adoption of any standards delineating such area
5 or defining such use the commission shall hold public hearings in the
6 manner provided by Article 14 with respect to the substance of such
7 standards At or before such public hearings the proposed standards shall
8 be available and all interested persons shall be given an opportunity to
9 be heard thereon at the hearing Upon the adoption and promulgation
10 of such standards the commission may enter into agreements to provide
11 technical and financial aid to any municipal corporation for the admin-
12 istration and enforcement of any local land use ordinances or regulations
13 giving effect to such standards

14 Section 6.3 Flood Lands Acquisition The commission shall have
15 power to acquire the fee or any lesser interest in lands and improvements
16 thereon within the area of a flood plain for the purpose of restricting
17 the use of such property so as to minimize the flood hazard converting
18 property to uses appropriate to flood plain conditions or preventing un-
19 warranted constrictions that reduce the ability of the river channel to

1 carry flood water Any such action shall be in accord with the standards
2 adopted and promulgated pursuant to Section 6.2

3 Section 6.4 Flood and Stream Stage Warnings and Posting The
4 commission may cause lands particularly subject to flood to be posted
5 with flood hazard warnings and may from time to time cause flood ad-
6 visory notices to be published and circulated as conditions may warrant

7 Article 7

8 Watershed Management

9 Section 7.1 Watersheds Generally The commission shall promote
10 sound practices of watershed management in the basin including projects
11 and facilities to retard runoff and waterflow and prevent soil erosion

12 Section 7.2 Soil Conservation and Forestry The commission may
13 acquire sponsor or operate facilities and projects to encourage soil con-
14 servation prevent and control erosion and to promote land reclamation
15 and sound forestry practices

16 Section 7.3 Fish and Wildlife The commission may acquire sponsor
17 or operate projects and facilities for the maintenance and improvement
18 of fish and wildlife habitats related to the water resources of the basin

19 Section 7.4 Cooperative Planning and Operation

1 (a) The commission shall cooperate with the appropriate agencies
2 of the signatory parties and with other public and private agencies in
3 the planning and effectuation of a coordinated program of facilities and
4 projects authorized by this Article

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

10 Article 8

11 Recreation

12 Section 8.1 Development The commission shall provide for the de-
13 velopment of water related public sports and recreational facilities The
14 commission on its own account or in cooperation with a signatory party
15 political subdivision or any agency thereof may provide for the con-
16 struction maintenance and administration of such facilities subject to
17 the provisions of Section 8.2 hereof

18 Section 8.2 Cooperative Planning and Operation

19 (a) The commission shall cooperate with the appropriate agencies of
20 the signatory parties and with other public and private agencies in the

1 planning and effectuation of a coordinated program of facilities and
2 projects authorized by this article

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

8 Section 8.3 Operation and Maintenance The commission within
9 limits prescribed by this article shall

10 (a) Encourage activities of other public agencies having water
11 related recreational interests and assist in the coordination thereof

12 (b) Recommend standards for the development and administration
13 of water related recreational facilities

14 (c) Provide for the administration operation and maintenance of
15 recreational facilities owned or controlled by the commission and for the
16 letting and supervision of private concessions in accordance with this
17 article

18 Section 8.4 Concessions The commission shall after notice and public
19 hearing provide by regulation for the award of contracts for private

1 concessions in connection with recreational facilities including any re-
2 newal or extension thereof upon sealed competitive bids after public
3 advertisement therefor

4 Article 9

5 Hydroelectric Power

6 Section 9.1 Development The waters of the Delaware River and its
7 tributaries may be impounded and used by or under authority of the com-
8 mission for the generation of hydroelectric power and hydroelectric
9 energy in accordance with the comprehensive plan

10 Section 9.2 Power Generation The commission may develop and
11 operate or authorize to be developed and operated dams and related
12 facilities and appurtenances for the purpose of generating hydroelectric
13 power and hydroelectric energy

14 Section 9.3 Transmission The commission may provide facilities
15 for the transmission of hydroelectric power and hydroelectric energy
16 produced by it where such facilities are not otherwise available upon
17 reasonable terms for the purpose of wholesale marketing of power and
18 nothing herein shall be construed to authorize the commission to engage
19 in the business of direct sale to consumers

1 supply made by water users have developed or threaten to develop to
2 to such a degree as to create a water shortage or to impair or conflict
3 with the requirements or effectuation of the comprehensive plan and
4 any such areas may be designated as "protected areas" The commis-
5 sion whenever it determines that such shortage no longer exists shall
6 terminate the protected status of such area and shall give public notice
7 of such termination

8 Section 10.3 Withdrawal Permits In any protected areas so deter-
9 mined and delineated no person firm corporation or other entity shall
10 divert or withdraw water for domestic municipal agricultural or in-
11 dustrial uses in excess of such quantities as the commission may pre-
12 scribe by general regulation except (i) pursuant to a permit granted
13 under this article or (ii) pursuant to a permit or approval heretofore
14 granted under the laws of any of the signatory states

15 Section 10.4 Emergency In the event of a drought or other con-
16 dition which may cause an actual and immediate shortage of available
17 water supply within the basin or within any part thereof the commis-
18 sion may after public hearing determine and delineate the area of
19 such shortage and declare a water supply emergency therein For the

1 duration of such emergency as determined by the commission no per-
2 son firm corporation or other public or private entity shall divert or
3 withdraw water for any purpose in excess of such quantities as the
4 commission may prescribe by general regulation or authorize by special
5 permit granted hereunder

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

14 Section 10.6 Judicial Review The determinations and delineations
15 of the commission pursuant to Section 10.2 and the granting modifica-
16 tion or denial of permits pursuant to Section 10.3 through 10.5 shall
17 be subject to judicial review in any court of competent jurisdiction

18 Section 10.7 Maintenance of Records Each state shall provide
19 for the maintenance and preservation of such records of authorized

1 diversions and withdrawals and the annual volume thereof as the com-
2 mission shall prescribe Such records and supplementary reports shall
3 be furnished to the commission at its request

4 Section 10.8 Existing State Systems Whenever the commission
5 finds it necessary or desirable to exercise the powers conferred by this
6 article any diversion or withdrawal permits authorized or issued under
7 the laws of any of the signatory states shall be superseded to the ex-
8 tent of any conflict with the control and regulation exercised by the
9 commission

10 Article 11

11 Intergovernmental Relations

12 Section 11.1 Federal Agencies and Projects For the purposes of
13 avoiding conflicts of jurisdiction and of giving full effect to the com-
14 mission as a regional agency of the signatory parties the following
15 rules shall govern federal projects affecting the water resources of
16 the basin subject in each case to the provisions of Section 1.4 of this
17 compact

18 (a) The planning of all projects related to powers delegated to
19 the commission by this compact shall be undertaken in consultation
20 with the commission

1 (b) No expenditure or commitment shall be made for or on ac-
2 count of the construction acquisition or operation of any project or
3 facility nor shall it be deemed authorized unless it shall have first
4 been included by the commission in the comprehensive plan

5 (c) Each federal agency otherwise authorized by law to plan de-
6 sign construct operate or maintain any project or facility in or for
7 the basin shall continue to have exercise and discharge such authority
8 except as specifically provided by this section

9 Section 11.2 State and Local Agencies and Projects For the pur-
10 pose of avoiding conflicts of jurisdiction and of giving full effect to the
11 commission as a regional agency of the signatory parties the follow-
12 ing rules shall govern projects of the signatory states their political
13 subdivisions and public corporations affecting water resources of the
14 basin

15 (a) The planning of all projects related to powers delegated to
16 the commission by this compact shall be undertaken in consultation
17 with the commission

18 (b) No expenditure or commitment shall be made for or on account
19 of the construction acquisition or operation of any project or facility

1 unless it shall have first been included by the commission in the com-
2 prehensive plan;

3 (c) Each state and local agency otherwise authorized by law to
4 plan design construct operate or maintain any project or facility in or
5 for the basin shall continue to have exercise and discharge such authority
6 except as specifically provided by this section

7 Section 11.3 Reserved Taxing Powers of States Each of the sig-
8 natory parties reserves the right to levy assess and collect fees charges
9 and taxes on or measured by the withdrawal or diversion of waters of
10 the basin for use within the jurisdiction of the respective signatory
11 parties

12 Section 11.4 Project Costs and Evaluation Standards The com-
13 mission shall establish uniform standards and procedures for the evalu-
14 ation determination of benefits and cost allocations of projects affecting
15 the basin and for the determination of project priorities pursuant to the
16 requirements of the comprehensive plan and its water resources pro-
17 gram The commission shall develop equitable cost sharing and reim-
18 bursement formulas for the signatory parties including

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

1 (b) Contracts and arrangements for sharing financial responsibility
2 among and with signatory parties public bodies groups and private enter-
3 prise and for the supervision of their performance

4 (c) Establishment and supervision of a system of accounts for
5 reimbursable purposes and directing the payments and charges to be
6 made from such accounts

7 (d) Determining the basis and apportioning amounts (i) of reim-
8 bursable revenues to be paid signatory parties or their political sub-
9 divisions and (ii) of payments in lieu of taxes to any of them

10 Section 11.5 Cooperative Services The commission shall furnish
11 technical services advice and consultation to authorized agencies of
12 the signatory parties with respect to the water resources of the basin
13 and each of the signatory parties pledges itself to provide technical
14 and administrative services to the commission upon request within the
15 limits of available appropriations and to cooperate generally with the
16 commission for the purposes of this compact and the cost of such
17 services may be reimbursable whenever the parties deem appropriate

1 Article 12

2 Capital Financing

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

15 Section 12.2 Funds and Expenses The purposes of this compact
16 shall include without limitation thereto all costs of any project or facility
17 or any part thereof including interest during a period of construction and
18 a reasonable time thereafter and any incidental expenses (legal engi-
19 neering fiscal financial consultant and other expenses) connected with
20 issuing and disposing of the bonds all amounts required for the creation

1 of an operating fund construction fund reserve fund sinking fund or
2 other special fund all other expenses connected with the planning design
3 acquisition construction completion improvement or reconstruction of
4 any facility or any part thereof and reimbursement of advances by the
5 commission or by others for such purposes and for working capital

6 Section 12.3 Credit Excluded Officers State and Municipal The com-
7 mission shall have no power to pledge the credit of any signatory party
8 or of any county or municipality or to impose any obligation for pay-
9 ment of the bonds upon any signatory party or any county or munici-
10 pality Neither the commissioners nor any person executing the bonds
11 shall be liable personally on the bonds of the commission or be subject
12 to any personal liability or accountability by reason of the issuance
13 thereof

14 Section 12.4 Funding and Refunding Whenever the commission
15 deems it expedient it may fund and refund its bonds and other obliga-
16 tions whether or not such bonds and obligations have matured It may
17 provide for the issuance sale or exchange of refunding bonds for the
18 purpose of redeeming or retiring any bonds (including the payment of
19 any premium duplicate interest or cash adjustment required in connec-
20 tion therewith) issued by the commission or issued by any other issuing

1 body the proceeds on the sale of which have been applied to any facility
2 acquired by the commission or which are payable out of the revenues
3 of any facility acquired by the commission Bonds may be issued partly
4 to refund bonds and other obligations then outstanding and partly for
5 any other purpose of the commission All provisions of this compact
6 applicable to the issuance of bonds are applicable to refunding bonds
7 and to the issuance sale or exchange thereof

8 Section 12.5 Authorization Generally Bonds and other indebtedness
9 of the commission shall be authorized by resolution of the commission
10 The validity of the authorization and issuance of any bonds by the com-
11 mission shall not be dependent upon nor affected in any way by (i)
12 the disposition of bond proceeds by the commission or by contract com-
13 mitment or action taken with respect to such proceeds or (ii) the failure
14 to complete any part of the project for which bonds are authorized to
15 be issued The commission may issue bonds in one or more series and
16 may provide for one or more consolidated bond issues in such principal
17 amounts and with such terms and provisions as the commission may
18 deem necessary The bonds may be secured by a pledge of all or any
19 part of the property revenues and franchises under its control Bonds
20 may be issued by the commission in such amount with such maturities

1 and in such denominations and form or forms whether coupon or reg-
2 istered as to both principal and interest as may be determined by the
3 commission The commission may provide for redemption of bonds prior
4 to maturity on such notice and at such time or times and with such
5 redemption provisions including premiums as the commission may de-
6 termine

7 Section 12.6 Bonds Resolutions and Indentures Generally The
8 commission may determine and enter into indentures providing for the
9 principal amount date or dates maturities interest rate denominations
10 form registration transfer interchange and other provisions of the bonds
11 and coupons and the terms and conditions upon which the same shall be
12 executed issued secured sold paid redeemed funded and refunded The
13 resolution of the commission authorizing any bond or any indenture
14 so authorized under which the bonds are issued may include all such
15 covenants and other provisions other than any restriction on the regu-
16 latory powers vested in the commission by this compact as the com-
17 mission may deem necessary or desirable for the issue payment security
18 protection or marketing of the bonds including without limitation
19 covenants and other provisions as to the rates or amounts of fees rents
20 and other charges to be charged or made for use of the facilities the

1 use pledge custody securing application and disposition of such reve-
2 nues of the proceeds of the bonds and of any other moneys of the com-
3 mission the operation maintenance repair and reconstruction of the
4 facilities and the amounts which may be expended therefor the sale
5 lease or other disposition of the facilities the insuring of the facilities
6 and of the revenues derived therefrom the construction or other ac-
7 quisition of other facilities the issuance of additional bonds or other
8 indebtedness the rights of the bondholders and of any trustee for
9 the bondholders upon default by the commission or otherwise and
10 the modification of the provisions of the indenture and of the
11 bonds Reference on the face of the bonds to such resolution or
12 indenture by its date of adoption or the apparent date on the face
13 thereof is sufficient to incorporate all of the provisions thereof and
14 of this compact into the body of the bonds and their appurtenant
15 coupons Each taker and subsequent holder of the bonds or coupons
16 whether the coupons are attached to or detached from the bonds has
17 recourse to all of the provisions of the indenture and of this compact
18 and is bound thereby

19 Section 12.7 Maximum Maturity No bond by its terms shall ma-
20 ture in more than fifty years from its own date and in the event any

1 authorized issue is divided into two or more series or divisions the max-
2 imum maturity date hereby authorized shall be calculated from the
3 date on the face of each bond separately irrespective of the fact that
4 different dates may be prescribed for the bonds of each separate series
5 or division of any authorized issue

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

11 Section 12.9 Interest Bonds shall bear interest at a rate of not
12 to exceed six percent per annum payable annually or semi-annually

13 Section 12.10 Place of Payment The commission may provide
14 for the payment of the principal and interest of bonds at any place
15 or places within or without the signatory states and in any specified
16 lawful coin or currency of the United States of America

17 Section 12.11 Execution The commission may provide for the
18 execution and authentication of bonds by the manual lithographed or
19 printed facsimile signature of officers of the commission and by addi-
20 tional authentication by a trustee or fiscal agent appointed by the

1 commissison If any of the officers whose signatures or counter signatures
2 appear upon the bonds or coupons cease to be officers before the de-
3 livery of the bonds or coupons their signatures or counter signatures
4 are nevertheless valid and of the same force and effect as if the officers
5 had remained in office until the delivery of the bonds and coupons

6 Section 12.12 Holding Own Bonds The commission shall have
7 power out of any funds available therefor to purchase its bonds and
8 may hold cancel or resell such bonds

9 Section 12.13 Sale The commission may fix terms and conditions
10 for the sale or other disposition of any authorized issue of bonds
11 The commission may sell bonds at less than their par or face value
12 but no issue of bonds may be sold at an aggregate price below the
13 par or face value thereof if such sale would result in a net interest
14 cost to the commission calculated upon the entire issue so sold of
15 more than six percent per annum payable semi-annually according to
16 standard tables of bond values All bonds issued and sold for cash pur-
17 suant to this act shall be sold on sealed proposals to the highest bidder
18 Prior to such sale the commission shall advertise for bids by publica-
19 tion of a notice of sale not less than ten days prior to the date of sale.

1 at least once in a newspaper of general circulation printed and pub-
2 lished in New York City carrying municipal bond notices and devoted
3 primarily to financial news The commission may reject any and all
4 bids submitted and may thereafter sell the bonds as advertised for
5 sale at private sale to any financially responsible bidder under such
6 terms and conditions as it deems most advantageous to the public
7 interest but the bonds shall not be sold at a net interest cost calculated
8 upon the entire issue so advertised greater than the lowest bid which
9 was rejected In the event the commission desires to issue its bonds
10 in exchange for an existing facility or portion thereof or in exchange
11 for bonds secured by the revenues of an existing facility it may ex-
12 change such bonds for the existing facility or portion thereof or for
13 the bonds so secured plus an additional amount of cash without ad-
14 vertising such bonds for sale

15 Section 12.14 Negotiability All bonds issued under the provi-
16 sions of this compact are negotiable instruments except when registered
17 in the name of a registered owner

1 Section 12.15 Legal Investments Bonds of the commission shall
2 be legal investments for savings banks fiduciaries and public funds
3 in each of the signatory states

4 Section 12.16 Validation Proceedings Prior to the issuance of
5 any bonds the commission may institute a special proceeding to deter-
6 mine the legality of proceedings to issue the bonds and their valadity
7 under the laws of any of the signatory parties Such proceeding shall
8 be instituted and prosecuted in rem and the judgment rendered therein
9 shall be conclusive against all persons whomsoever and against each
10 of the signatory parties

11 Section 12.17 Recording No indenture need be recorded or filed
12 in any public office other than the office of the commission The pledge
13 of revenues provided in any indenture shall take effect forthwith as
14 provided therein and irrespective of the date of receipt of such revenues
15 by the commission or the indenture trustee Such pledge shall be effec-
16 tive as provided in the indenture without physical delivery of the
17 revenues to the commission or to the indenture trustee

18 Section 12.18 Pledged Revenues Bond redemption and interest
19 payments shall to the extent provided in the resolution or indenture
20 constitute a first direct and exclusive charge and lien on all such rates

1 rents tolls fees and charges and other revenues and interest thereon
2 received from the use and operation of the facility and on any sink-
3 ing or other funds created therefrom All such rates rents tolls fees
4 charges and other revenues together with interest thereon shall con-
5 stitute a trust fund for the security and payment of such bonds and
6 except as and to the extent provided in the indenture with respect
7 to the payment therefrom of expenses for other purposes including
8 administration operation maintenance improvements or extensions of
9 the facilities or other purposes shall not be used or pledged for any
10 other purpose so long as such bonds or any of them are outstanding
11 and unpaid

12 Section 12.19 Remedies The holder of any bond may for the equal
13 benefit and protection of all holders of bonds similarly situated (a) by
14 mandamus or other appropriate proceedings require and compel the
15 performance of any of the duties imposed upon the commission or
16 assumed by it its officers agents or employees under the provisions of
17 any indenture in connection with the acquisition construction opera-
18 tion maintenance repair reconstruction or insurance of the facilities
19 or in connection with the collection deposit investment application
20 and disbursement of the rates rents tolls fees charges and other

1 revenues derived from the operation and use of the facilities or
2 in connection with the deposit investment and disbursement of the
3 proceeds received from the sale of bonds or (b) by action or suit
4 in a court of competent jurisdiction of any signatory party require the
5 commission to account as if it were the trustee of an express trust or
6 enjoin any acts or things which may be unlawful or in violation of the
7 rights of the holders of the bonds The enumeration of such rights and
8 remedies does not however exclude the exercise or prosecution of any
9 other rights or remedies available to the holders of bonds

10 Section 12.20 Capital Financing by Signatory Parties Guarantees

11 (a) The signatory parties will provide such capital funds required
12 for projects of the commission as may be authorized by their respective
13 statutes in accordance with a cost sharing plan prepared pursuant to
14 Article 11 of this compact but nothing in this section shall be deemed
15 to impose any mandatory obligation on any of the signatory parties
16 other than such obligations as may be assumed by a signatory party in
17 connection with a specific project or facility

18 (b) Bonds of the commission notwithstanding any other provision
19 of this compact may be executed and delivered to any duly authorized

1 agency of any of the signatory parties without public offering and
2 may be sold and resold with or without the guarantee of such signatory
3 party subject to and in accordance with the constitutions of the re-
4 spective signatory parties

5 (c) The commission may receive and accept and the signatory
6 parties may make loans grants appropriations advances and payments
7 of reimbursable or non-reimbursable funds or property in any form
8 for the capital or operating purposes of the commission

9 Article 13

10 Plan Program and Budgets

11 Section 13.1 Comprehensive Plan The commission shall develop
12 and adopt and may from time to time review and revise a compre-
13 hensive plan for the immediate and long range development and use
14 of the water resources of the basin The plan shall include all public
15 and private projects and facilities which are required in the judgment
16 of the commission for the optimum planning development conservation
17 utilization management and control of the water resources of the
18 basin to meet present and future needs provided that the plan shall
19 include any projects required to conform with any present or future
20 decree or judgment of any court of competent jurisdiction The com-

1 mission may adopt a comprehensive plan or any revision thereof in
2 such part or parts as it may deem appropriate provided that before the
3 adoption of the plan or any part or revision thereof the commission
4 shall consult with water users and interested public bodies and public
5 utilities and shall consider and give due regard to the findings and
6 recommendations of the various agencies of the signatory parties and
7 their political subdivisions The commission shall conduct public hearings
8 with respect to the comprehensive plan prior to the adoption of the
9 plan or any part or revision thereof

10 Section 13.2 Water Resources Program The commission shall
11 annually adopt a water resources program based upon the comprehensive
12 plan consisting of the projects and facilities which the commission pro-
13 poses to be undertaken by the commission and by other authorized gov-
14 ernmental and private agencies organizations and persons during the
15 ensuing six years or such other reasonably foreseeable period as the
16 commission may determine The water resources program shall include a
17 systematic presentation of

18 1) the quantity and quality of water resources needs for such
19 period

1 2) the existing and proposed projects and facilities required to
2 satisfy such needs including all public and private projects to be an-
3 ticipated

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

6 Section 13.3 Annual Current Expense and Capital Budgets

7 (a) The commission shall annually adopt a capital budget includ-
8 ing all capital projects it proposes to undertake or continue during the
9 budget period containing a statement of the estimated cost of each
10 project and the method of financing thereof

11 (b) The commission shall annually adopt a current expense budget
12 for each fiscal year Such budget shall include the commission's estimated
13 expenses for administration operation maintenance and repairs including
14 a separate statement thereof for each project together with its cost
15 allocation The total of such expenses shall be balanced by the com-
16 mission's estimated revenues from all sources including the cost alloca-
17 tions undertaken by any of the signatory parties in connection with any
18 project Following the adoption of the annual current expense budget
19 by the commission the executive director of the commission shall

1 1) certify to the respective signatory parties the amounts due in
2 accordance with existing cost sharing established for each project and

3 2) transmit certified copies of such budget to the principal budget
4 officer of the respective signatory parties at such time and in such
5 manner as may be required under their respective budgetary procedures

6 The amount required to balance the current expense budget in addition
7 to the aggregate amount of item (1) above and all other revenues avail-
8 able to the commission shall be apportioned equitably among the signa-
9 tory parties by unanimous vote of the commission and the amount of
10 such apportionment to each signatory party shall be certified together
11 with the budget

12 (c) The respective signatory parties covenant and agree to include
13 the amounts so apportioned for the support of the current expense bud-
14 get in their respective budgets next to be adopted subject to such re-
15 view and approval as may be required by their respective budgetary
16 processes Such amounts shall be due and payable to the commission in
17 quarterly installments during its fiscal year provided that the commis-
18 sion may draw upon its working capital to finance its current expense
19 budget pending remittances by the signatory parties

1

Article 14

2

General Provisions

3

Section 14.1 Auxilliary Powers of Commission Functions of Com-

4

missioners

5

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

6

1) Adopt and use a corporate seal enter into contracts sue and be

7

sued in all courts of competent jurisdiction

8

2) Receive and accept such payments appropriations grants gifts

9

loans advances and other funds properties and services as may be trans-

10

ferred or made available to it by any signatory party or by any other

11

public or private corporation or individual and enter into agreements

12

to make reimbursement for all or part thereof

13

3) Provide for acquire and adopt detailed engineering adminis-

14

trative financial and operating plans and specifications to effectuate

15

maintain or develop any facility or project

16

4) Control and regulate the use of facilities owned or operated by

17

the commission

18

5) Acquire own operate maintain control sell and convey real and

19

personal property and any interest therein by contract purchase lease

20

license mortgage or otherwise as it may deem necessary for any project

1 or facility including any and all appurtenances thereto necessary useful
2 or convenient for such ownership operation control maintenance or
3 conveyance

4 6) Have and exercise all corporate powers essential to the declared
5 objects and purposes of the commission

6 (b) The commissioners subject to the provision of this compact
7 shall

8 1) Serve as the governing body of the commission and exercise
9 and discharge its powers and duties except as otherwise provided by
10 or pursuant to this compact

11 2) Determine the character of and the necessity for its obligations
12 and expenditures and the manner in which they shall be incurred al-
13 lowed and paid subject to any provisions of law specifically applicable
14 to agencies or instrumentalities created by compact

15 3) Provide for the internal organization and administration of
16 the commission

17 4) Appoint the principal officers of the commission and delegate
18 to and allocate among them administrative functions powers and duties

1 5) Create and abolish offices employments and positions as it deems
2 necessary for the purposes of the commission and subject to the pro-
3 visions of this article fix and provide for the qualification appointment
4 removal term tenure compensation pension and retirement rights of
5 its officers and employees

6 6) Let and execute contracts to carry out the powers of the com-
7 mission

8 Section 14.2 Regulations Enforcement The commission may

9 (a) Make and enforce reasonable rules and regulations for the ef-
10 fection application and enforcement of this compact and it may
11 adopt and enforce practices and schedules for or in connection with
12 the use maintenance and administration of projects and facilities it may
13 own or operate and any product or service rendered thereby provided
14 that any rule or regulation other than one which deals solely with the
15 internal management of the commission shall be adopted only after
16 public hearing and shall not be effective unless and until filed in ac-
17 cordance with the law of the respective signatory parties applicable to
18 administrative rules and regulations generally and

19 (b) Designate any officer agent or employee of the commission to
20 be an investigator or watchman and such person shall be vested with

1 the powers of a peace officer of the state in which he is duly assigned to
2 perform his duties

3 Section 14.3 Tax Exemption The commission its property functions
4 and activities shall be exempt from taxation by or under the authority
5 of any of the signatory parties or any political subdivision thereof pro-
6 vided that in lieu of property taxes the commission shall as to specific
7 projects make payments to local taxing districts in annual amounts
8 which shall equal the taxes lawfully assessed upon property for the
9 tax year next prior to its acquisition by the commission for a period of
10 ten years The nature and amount of such payments shall be reviewed
11 by the commission at the end of ten years and from time to time there-
12 after upon reasonable notice and opportunity to be heard to the af-
13 fected taxing district and the payments may be thereupon terminated
14 or continued in such reasonable amount as may be necessary or de-
15 sirable to take into account hardships incurred and benefits received
16 by the taxing jurisdiction which are attributable to the project

17 Section 14.4 Meetings Public Hearing Records Minutes

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

19 (b) The commission shall conduct at least one public hearing prior
20 to the adoption of the comprehensive plan water resources program

1 annual capital and current expense budgets the letting of any contract
2 for the sale or other disposition by the commission of hydroelectric
3 energy or water resources to any person corporation or entity and in
4 all other cases wherein this compact requires a public hearing Such
5 hearing shall be held upon at least ten days public notice given by
6 posting at the offices of the commission The commission shall also pro-
7 vide forthwith for distribution of such notice to the press and by the
8 mailing of a copy hereof to any person who shall request such notices

9 (c) The minutes of the commission shall be a public record open
10 to inspection at its offices during regular business hours

11 Section 14.5 Officers Generally

12 (a) The officers of the commission shall consist of an executive
13 director and such additional officers deputies and assistants as the com-
14 mission may determine The executive director shall be appointed and
15 may be removed by the affirmative vote of a majority of the full mem-
16 bership of the commission All other officers and employees shall be ap-
17 pointed by the executive director under such rules of procedure as
18 the commission may determine

1 (b) In the appointment and promotion of officers and employees
2 for the commission no political racial religious or residence test or
3 qualification shall be permitted or given consideration but all such
4 appointments and promotions shall be solely on the basis of merit and
5 fitness Any officer or employee of the commission who is found by the
6 commission to be guilty of a violation of this section shall be removed
7 from office by the commission

8 Section 14.6 Oath of Office An oath of office in such form as the
9 commission shall prescribe shall be taken subscribed and filed with
10 the commission by the executive director and by each officer appointed
11 by him not later than fifteen days after the appointment

12 Section 14.7 Bond Each officer shall give such bond and in such
13 form and amount as the commission may require for which the com-
14 mission may pay the premium

15 Section 14.8 Prohibited Activities

16 (a) No commissioner officer or employee shall

17 1) be financially interested either directly or indirectly in any
18 contract sale purchase lease or transfer of real or personal property
19 to which the commission is a party

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

4 3) offer money or any thing of value for or in consideration of
5 obtaining an appointment promotion or privilege in his employment with
6 the commission

7 (b) Any officer or employee who shall willfully violate any of
8 the provisions of this section shall forfeit his office or employment

9 (c) Any contract or agreement knowingly made in contravention
10 of this section is void

11 (d) Officers and employees of the commission shall be subject in
12 addition to the provisions of this section to such criminal and civil
13 sanctions for misconduct in office as may be imposed by federal law and
14 the law of the signatory state in which such misconduct occurs

15 Section 14.9 Purchasing Contracts for the construction recon-
16 struction or improvement of any facility when the expenditure required
17 exceeds ten thousand dollars and contracts for the purchase of services
18 supplies equipment and materials when the expenditure required ex-
19 ceeds two thousand five hundred dollars shall be advertised and let upon
20 sealed bids to the lowest responsible bidder Notice requesting such bids

1 shall be published in a manner reasonably likely to attract prospective
2 bidders which publication shall be made at least ten days before bids
3 are received and in at least two newspapers of general circulation in
4 the basin The commission may reject any and all bids and readvertise
5 in its discretion If after rejecting bids the commission determines and
6 resolves that in its opinion the supplies equipment and materials may be
7 purchased at a lower price in the open market the commission may give
8 each responsible bidder an opportunity to negotiate a price and may pro-
9 ceed to purchase the supplies equipment and materials in the open
10 market at a negotiated price which is lower than the lowest rejected bid
11 of a responsible bidder without further observance of the provisions
12 requiring bids or notice The commission shall adopt rules and regulations
13 to provide for purchasing from the lowest responsible bidder when
14 sealed bids notice and publication are not required by this section The
15 commission may suspend and waive the provisions of this section requir-
16 ing competitive bids whenever

17 1) the purchase is to be made from or the contract to be made
18 with the federal or any state government or any agency or political
19 subdivision thereof or pursuant to any open end bulk purchase contract
20 of any of them

1 2) the public exigency requires immediate delivery of the articles
2 or performance of the service

3 3) only one source of supply is available

4 4) the equipment to be purchased is of a technical nature and the
5 procurement thereof without advertising is necessary in order to assure
6 standardization of equipment and interchangeability of parts in the
7 public interest or

8 5) services are to be provided of a specialized or professional nature

9 Section 14.10 Insurance The commission may self-insure or pur-
10 chase insurance and pay the premiums therefor against loss or damage
11 to any of its properties against liability for injury to persons or property
12 and against loss of revenue from any cause whatsoever Such insurance
13 coverage shall be in such form and amount as the commission may
14 determine subject to the requirements of any agreement arising out
15 of the issuance of bonds by the commission

16 Section 14.11 Annual Independent Audit

17 (a) As soon as practical after the closing of the fiscal year an
18 audit shall be made of the financial accounts of the commission The audit

1 shall be made by qualified certified public accountants selected by the
2 commission who have no personal interest direct or indirect in the
3 financial affairs of the commission or any of its officers or employees The
4 report of audit shall be prepared in accordance with accepted accounting
5 practices and shall be filed with the chairman and such other officers as
6 the commission shall direct Copies of the report shall be distributed to
7 each commissioner and shall be made available for public distribution

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

17 (c) The financial transactions of the commission shall be subject
18 to audit by the general accounting office in accordance with the principles
19 and procedures applicable to commercial corporate transactions and under
20 such rules and regulations as may be prescribed by the comptroller

1 general of the United States The audit shall be conducted at the place
2 or places where the accounts of the commission are kept

3 (d) Any officer or employee who shall refuse to give all required
4 assistance and information to the accountants selected by the commis-
5 sion or to the authorized officers of any signatory party or who shall
6 refuse to submit to them for examination such books documents records
7 files accounts papers things or property as may be requested shall forfeit
8 his office

9 Section 14.12 Reports The commission shall make and publish an
10 annual report to the legislative bodies of the signatory parties and to
11 the public reporting on its programs operations and finances It may
12 also prepare publish and distribute such other public reports and infor-
13 mational materials as it may deem necessary or desirable

14 Section 14.13 Grants Loans or Payments by States or Political
15 Subdivisions

16 (a) Any or all of the signatory parties or any political subdivision
17 thereof may

18 1) Appropriate to the commission such funds as may be necessary
19 to pay preliminary expenses such as the expenses incurred in the making
20 of borings and other studies of subsurface conditions in the preparation

1 of contracts for the sale of water and in the preparation of detailed plans
2 and estimates required for the financing of a project

3 2) Advance to the commission either as grants or loans such funds
4 as may be necessary or convenient to finance the operation and manage-
5 ment of or construction by the commission of any facility or project

6 3) Make payments to the commission for benefits received or to
7 be received from the operation of any of the projects or facilities of
8 the commission

9 (b) Any funds which may be loaned to the commission either by
10 a signatory party or a political subdivision thereof shall be repaid by
11 the commission through the issuance of bonds or out of other income of
12 the commission such repayment to be made within such period and
13 upon such terms as may be agreed upon between the commission and
14 the signatory party or political subdivision making the loan

15 Section 14.14 Condemnation Proceedings

16 (a) The commission shall have the power to acquire by condemna-
17 tion the fee or any lesser interest in lands lands lying under water
18 devolpment rights in land riparian rights water rights waters and other
19 real or personal property within the basin for any project or facility

1 authorized pursuant to this compact This grant of power of eminent
2 domain includes but is not limited to the power to condemn for the
3 purposes of this compact any property already devoted to a public use
4 by whomsoever owned or held other than property of a signatory party
5 and any property held constructed operated or maintained in connection
6 with a diversion authorized by a United States Supreme Court decree
7 Any condemnation of any property or franchises owned or used by a
8 municipal or privately owned public utility unless the affected public
9 utility facility is to be relocated or replaced shall be subject to the
10 authority of such state board commission or other body as may have
11 regulatory jurisdiction over such public utility

12 (b) Such power of condemnation shall be exercised in accordance
13 with the provisions of any federal law applicable to the commission pro-
14 vided that if there is no such applicable federal law condemnation pro-
15 ceedings shall be in accordance with the provisions of such general state
16 condemnation law as may be in force in the signatory state in which the
17 property is located

18 (c) Any award or compensation for the taking of property pur-
19 suant to this article shall be paid by the commission and none of the

1 signatory parties nor any other agency instrumentality or political sub-
2 division thereof shall be liable for such award or compensation

3 Section 14.15 Conveyance of Lands and Relocation of Public
4 Facilities

5 (a) The respective officers agencies departments commissions or
6 bodies having jurisdiction and control over real and personal property
7 owned by the signatory parties are authorized and empowered to trans-
8 fer and convey in accordance with the laws of the respective parties
9 to the commission any such property as may be necessary or convenient
10 to the effectuation of the authorized purposes of the commission

11 (b) Each political subdivision of each of the signatory parties is
12 authorized and empowered notwithstanding any contrary provision of
13 law to grant and convey to the commission upon the commission's re-
14 quest any real property or any interest therein owned by such political
15 subdivision including lands lying under water and lands already devoted
16 to public use which may be necessary or convenient to the effectuation
17 of the authorized purposes of the commission

18 (c) Any highway public utility or other public facility which will
19 be dislocated by reason of a project deemed necessary by the commission
20 to effectuate the authorized purposes of this compact shall be relocated

1 and the cost thereof shall be paid in accordance with the law of the
2 state in which the facility is located provided that the cost of such re-
3 location payable by the commission shall not in any event exceed the
4 expenditure required to serve the public convenience and necessity

5 Section 14.16 Rights of Way Permission is hereby granted to the
6 commission to locate construct and maintain any aqueducts lines pipes
7 conduits and auxiliary facilities authorized to be acquired constructed
8 owned operated or maintained by the commission in over under or across
9 any streets and highways now or hereafter owned opened or dedicated
10 to or for public use subject to such reasonable conditions as the highway
11 department of the signatory party may require

12 Section 14.17 Penal Sanction Any person association or corpora-
13 tion who violates or attempts or conspires to violate any provision of
14 this compact or any rule regulation or order of the commission duly
15 made promulgated or issued pursuant to the compact in addition to any
16 other remedy penalty or consequence provided by law shall be punish-
17 able as may be provided by statute of any of the signatory parties
18 within which the offense is committed provided that in the absence of
19 such provision any such person association or corporation shall be liable
20 to a penalty of not less than \$50 nor more than \$1000 for each such

1 offense to be fixed by the court which the commission may recover in
2 its own name in any court of competent jurisdiction and in a summary
3 proceeding where available under the practice and procedure of such
4 court For the purposes of this section in the event of a continuing
5 offense each day of such violation attempt or conspiracy shall constitute
6 a separate offense

7 Section 14.18 Tort Liability The commission shall be responsible
8 for claims arising out of negligent acts or omissions of its officers agents
9 and employees only to the extent and subject to the procedures pre-
10 scribed by law generally with respect to officers agents and employees of
11 the government of the United States

12 Section 14.19 Effect on Riparian Rights Nothing contained in this
13 compact shall be construed as affecting or intending to affect or in any
14 way to interfere with the law of the respective signatory parties relating
15 to riparian rights

16 Section 14.20 Amendments and Supplements Amendments and
17 supplements to this compact to implement the purposes thereof may be
18 adopted by legislative action of any of the signatory parties concurred
19 in by all of the others

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

10 Section 14.22 Effective Date Execution This compact shall become
11 binding and effective thirty days after the enactment of concurring
12 legislation by the federal government the states of Delaware New
13 Jersey and New York and the Commonwealth of Pennsylvania The
14 compact shall be signed and sealed in six duplicate original copies by
15 the respective chief executives of the signatory parties One such copy shall
16 be filed with the Secretary of State of each of the signatory parties or
17 in accordance with the laws of the state in which the filing is made
18 and one copy shall be filed and retained in the archives of the com-

1 mission upon its organization The signatures shall be affixed and attested
2 under the following form

3 In Witness Whereof and in evidence of the adoption and
4 enactment into law of this compact by the Congress and legislatures
5 respectively of the signatory parties the President of the United States
6 and the respective Governors do hereby in accordance with authority
7 conferred by law sign this compact in six duplicate original copies
8 attested by the respective secretaries of state and have caused the seals
9 of the United States and of the respective states to be hereunto affixed
10 this day of 19

11 Part II

12 Effectuation

13 Section 2 Repealer All acts and parts of acts inconsistent with any
14 provision of this act are to the extent of such inconsistency hereby
15 repealed

16 Section 3 Effectuation by Chief Executive The chief executive
17 is authorized to take such action as may be necessary and proper in
18 his discretion to effectuate the compact and the initial organization and
19 operation of the commission thereunder

20 Section 4 Effective Date This act shall take effect immediately

We certify that this bill has passed the Senate and the House of Representatives.

.....
Chief Clerk, Senate

.....
President pro tempore, Senate

.....
Speaker, House of Representatives

Approved The day of A. D. 1961.

.....
Governor