

# House Calendar No. 194

104TH CONGRESS  
2D SESSION

# H. J. RES. 129

[Report No. 104-485]

Granting the consent of Congress to the Vermont-New Hampshire Interstate  
Public Water Supply Compact.

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## IN THE HOUSE OF REPRESENTATIVES

NOVEMBER 30, 1995

Mr. SANDERS (for himself and Mr. BASS) introduced the following joint  
resolution; which was referred to the Committee on the Judiciary

MARCH 18, 1996

Referred to the House Calendar and ordered to be printed

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## JOINT RESOLUTION

Granting the consent of Congress to the Vermont-New  
Hampshire Interstate Public Water Supply Compact.

1       *Resolved by the Senate and House of Representatives*  
2       *of the United States of America in Congress assembled,*

3       **SECTION 1. CONGRESSIONAL CONSENT.**

4       The Congress consents to the Vermont-New Hamp-  
5       shire Interstate Public Water Supply Compact entered

1 into between the States of Vermont and New Hampshire.

2 The compact reads substantially as follows:

3 **“Vermont-New Hampshire Interstate Public**  
 4 **Water Supply Compact**

5 “ARTICLE I

6 “GENERAL PROVISIONS

7 “(a) STATEMENT OF POLICY.—It is recognized that  
 8 in certain cases municipalities in Vermont and New  
 9 Hampshire may, in order to avoid duplication of cost and  
 10 effort, and in order to take advantage of economies of  
 11 scale, find it necessary or advisable to enter into agree-  
 12 ments whereby joint public water supply facilities are  
 13 erected and maintained. The States of Vermont and New  
 14 Hampshire recognize the value of and need for such agree-  
 15 ments, and adopt this compact in order to authorize their  
 16 establishment.

17 “(b) REQUIREMENT OF CONGRESSIONAL AP-  
 18 PROVAL.—This compact shall not become effective until  
 19 approved by the United States Congress.

20 “(c) DEFINITIONS.—

21 “(1) The term ‘public water supply facilities’  
 22 shall mean publicly owned water supply sources,  
 23 storage, treatment, transmission and distribution fa-  
 24 cilities, and ancillary facilities regardless of whether

1 or not the same qualify for Federal or State con-  
2 struction grants-in-aid.

3 “(2) The term ‘municipalities’ shall mean cities,  
4 towns, village districts, or other incorporated units  
5 of local government possessing authority to con-  
6 struct, maintain, and operate public water supply fa-  
7 cilities and to raise revenue therefore by bonding  
8 and taxation, which may legally impose and collect  
9 user charges and impose and enforce regulatory con-  
10 trol upon users of public water supply facilities.

11 “(3) The term ‘water supply agency’ shall mean  
12 the agencies within Vermont and New Hampshire  
13 possessing regulating authority over the construc-  
14 tion, maintenance, and operation of public water  
15 supply facilities and the administration of grants-in-  
16 aid from their respective State for the construction  
17 of such facilities.

18 “(4) the term ‘governing body’ shall mean the  
19 legislative body of the municipality, including, in the  
20 case of a town, the selectmen or town meeting, and,  
21 in the case of a city, the city council, or the board  
22 of mayor and aldermen or any similar body in any  
23 community not inconsistent with the intent of this  
24 definition.

## 1 “ARTICLE II

## 2 “PROCEDURES AND CONDITIONS GOVERNING

## 3 INTERGOVERNMENTAL AGREEMENTS

## 4 “(a) COOPERATIVE AGREEMENTS AUTHORIZED.—

5 Any two or more municipalities, one or more located in  
6 New Hampshire and one or more located in Vermont, may  
7 enter into cooperative agreements for the construction,  
8 maintenance, and operation of public water supply facili-  
9 ties serving all the municipalities who are parties thereto.

10 “(b) APPROVAL OF AGREEMENTS.—Any agreement  
11 entered into under this compact shall, prior to becoming  
12 effective, be approved by the water supply agency of each  
13 State, and shall be in a form established jointly by said  
14 agencies of both States.

15 “(c) METHOD OF ADOPTING AGREEMENTS.—Agree-  
16 ments shall be adopted by the governing body of each mu-  
17 nicipality in accordance with statutory procedures for the  
18 adoption of interlocal agreements between municipalities  
19 within each State; provided, that before a Vermont mu-  
20 nicipality may enter into such agreement, the proposed  
21 agreement shall be approved by the voters.

22 “(d) REVIEW AND APPROVAL OF PLANS.—The water  
23 supply agency of the State in which any part of a public  
24 water supply facility which is proposed under an agree-  
25 ment pursuant to this compact is proposed to be or is lo-

1 cated, is hereby authorized and required, to the extent  
2 such authority exists under its State law, to review and  
3 approve or disapprove all reports, designs, plans, and  
4 other engineering documents required to apply for Federal  
5 grants-in-aid or grants-in-aid from said agency's State,  
6 and to supervise and regulate the planning, design, con-  
7 struction, maintenance, and operation of said part of the  
8 facility.

9       “(e) FEDERAL GRANTS AND FINANCING.—(1) Appli-  
10 cation for Federal grants-in-aid for the planning, design,  
11 and construction of public water supply facilities other  
12 than distribution facilities shall be made jointly by the  
13 agreeing municipalities, with the amount of the grant at-  
14 tributable to each State's allotment to be based upon the  
15 relative total capacity reserves allocated to the municipali-  
16 ties in the respective States determined jointly by the re-  
17 spective State water supply agencies. Each municipality  
18 shall be responsible for applying for Federal and State  
19 grants for distribution facilities to be located within the  
20 municipal boundaries.

21       “(2) Municipalities are hereby authorized to raise and  
22 appropriate revenue for the purpose of contributing pro  
23 rata to the planning, design, and construction cost of pub-  
24 lic water supply facilities constructed and operated as joint  
25 facilities pursuant to this compact.

1       “(f) CONTENTS OF AGREEMENTS.—Agreements en-  
2   tered into pursuant to this compact shall contain at least  
3   the following:

4               “(1) A system of charges for users of the joint  
5   public water supply facilities.

6               “(2) A uniform set of standards for users of the  
7   joint public water supply facilities.

8               “(3) A provision for the pro rata sharing of op-  
9   erating and maintenance costs based upon the ratio  
10   of actual usage as measured by devices installed to  
11   gauge such usage with reasonable accuracy.

12              “(4) A provision establishing a procedure for  
13   the arbitration and resolution of disputes.

14              “(5) A provision establishing a procedure for  
15   the carriage of liability insurance, if such insurance  
16   is necessary under the laws of either State.

17              “(6) A provision establishing a procedure for  
18   the modification of the agreement.

19              “(7) A provision establishing a procedure for  
20   the adoption of regulations for the use, operation,  
21   and maintenance of the public water supply facili-  
22   ties.

23              “(8) A provision setting forth the means by  
24   which the municipality that does not own the joint  
25   public water supply facility will pay the other mu-

“(g) APPLICABILITY OF STATE LAWS.—Cooperative agreements entered into by municipalities under this compact shall be consistent with, and shall not supersede, the laws of the State in which each municipality is located. Notwithstanding any provision of this compact, actions taken by a municipality pursuant to this compact, or pursuant to an agreement entered into under this compact, including the incurring of obligations or the raising and appropriating of revenue, shall be valid only if taken in accordance with the laws of the State in which such municipality is located.

15       “Nothing in this compact shall be construed to au-  
16   thorize the establishment of interstate districts, authori-  
17   ties, or any other new governmental or quasi-governmental  
18   entity.

20 “EFFECTIVE DATE

21        “This compact shall become effective when ratified  
22 by the States of Vermont and New Hampshire and ap-  
23 proved by the United States Congress.”.

25       The right to alter, amend, or repeal this joint resolu-  
26       tion is hereby expressly reserved. The consent granted by

1 this joint resolution shall not be construed as impairing  
2 or in any manner affecting any right or jurisdiction of the  
3 United States in and over the region which forms the sub-  
4 ject of the compact.

5 **SEC. 3. CONSTRUCTION AND SEVERABILITY.**

6 It is intended that the provisions of this compact shall  
7 be reasonably and liberally construed to effectuate the  
8 purposes thereof. If any part or application of this com-  
9 pact, or legislation enabling the compact, is held invalid,  
10 the remainder of the compact or its application to other  
11 situations or persons shall not be affected.

12 **SEC. 4. INCONSISTENCY OF LANGUAGE.**

13 The validity of this compact shall not be affected by  
14 any insubstantial difference in its form or language as  
15 adopted by the two States.





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