



**State of New Jersey**

**DEPARTMENT OF CONSERVATION  
AND ECONOMIC DEVELOPMENT**

JOSEPH E. MCLEAN, COMMISSIONER  
TRENTON 7

DIVISION OF ADMINISTRATION

ALDEN T. COTTRELL  
DIRECTOR

PLEASE ADDRESS REPLY TO:  
STATE HOUSE ANNEX

February 21, 1955

Mr. Thompson:

I am attaching Administrative Rules and Regulations  
from the following units of this Department.

A.R. Post - Bureau of Planning and Commerce  
M.E. Johnson - Bureau of Geology and Topography  
John Wyack - Division of Water Policy and Supply  
John Wyack - Delaware and Raritan Canal  
Salvatore A. Bontempo - Division of Veterans Services  
F.E. Kimble, Jr. - Bureau of Aeronautics  
Peter J. Gannon - Bureau of Navigation

A handwritten signature in cursive script that reads "Alden T. Cottrell".

Alden T. Cottrell

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RULES AND REGULATIONS

DEPARTMENT OF CONSERVATION AND  
ECONOMIC DEVELOPMENT

MEMORANDUM

January 28, 1955

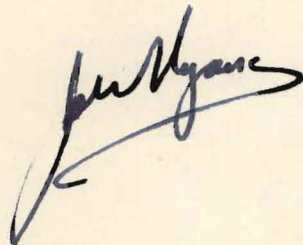
TO: Mr. A. T. Cottrell,

FROM: John Wyack - Div. Water Policy & Supply

SUBJECT: D & R Canal Water Use Regulations

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Enclosed for transmission to the Secretary of State is copy of the Rules and Regulations of the Division of Water Policy and Supply for the Use of Water From the Delaware and Raritan Canal and for the Discharge of Water Into the Canal, as well as copy of the General Rate Schedule for Canal water. An extra copy is enclosed for your information.



JW/sa

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RULES AND REGULATIONS  
OF THE NEW JERSEY DEPARTMENT OF CONSERVATION AND ECONOMIC DEVELOPMENT  
DIVISION OF WATER POLICY AND SUPPLY  
FOR THE USE OF WATER FROM THE DELAWARE AND RARITAN CANAL  
AND FOR THE DISCHARGE OF WATER INTO THE CANAL

APPROVED SEPTEMBER 20, 1954

**APPLICATION FOR SUPPLY** Applications for withdrawal of water from the Delaware and Raritan Canal shall be submitted to the Division of Water Policy and Supply on a standard "APPLICATION FOR WATER SUPPLY" form, copies of which will be furnished by the Division upon request.

**PUBLIC HEARING** In accordance with Chapter 168, P.L. 1949, a public hearing will be held on each application, except that the Division may waive this requirement in the case of an application for quantity less than 500,000 gallons per day. All costs and expense in connection with such hearing, including the cost of legal advertising and stenographic transcript, shall be paid by the applicant.

**WATER USE AGREEMENT** Water shall be withdrawn from the Canal only in accordance with the terms of a formal agreement, to which these Rules and Regulations shall be attached and made a part thereof, between the Division of Water Policy and Supply, acting for the State of New Jersey, and the User. The said agreement shall be executed by the User within 60 days after approval of the application, otherwise the application and approval shall be null and void.

**PAYMENTS** The User shall pay the Division for all raw water withdrawn from the Canal in accordance with the rates and provisions set forth in the General Rate Schedule in effect on date of execution of the Water Use Agreement. Payments shall be made monthly as billed, at the office of the Division of Water Policy and Supply, of the Department of Conservation and Economic Development, Trenton, New Jersey

**WITHDRAWAL SYSTEM** Raw water shall be withdrawn from the Canal by the User at his own cost and expense. The Division grants to the User the right to install and construct in the Canal and on adjoining Canal property at or near the point of withdrawal, and to replace, repair, operate and maintain, such apparatus, equipment, structures and facilities, all at his sole cost and expense, as may be necessary for the withdrawal from the Canal of the raw water sold by the Division, for the measurement thereof, and for the transportation thereof to the plant or plants of the User. Prior to the installation or construction of any such apparatus, equipment, structures or facilities, the User shall furnish to the Division for its approval, a plan showing in such detail as may be required by the Division, the proposed system for withdrawal, measurement, transportation and ultimate disposition of the water and shall not install or construct the same until said system shall have been approved by the Division. The Division also grants to the User the right of ingress over, upon and under any and all other Canal lands as may be necessary for the construction, operation, repair and maintenance of such system. Such structures and equipment shall remain the property of the User regardless of their attachment to the realty, and may be removed by him upon termination of this agreement, as hereinafter provided.

The Division or its designated representative shall have the right at any time to examine all facilities constituting the withdrawal system.

The User shall, within ten days after receipt of written demand from the Division, make such repairs to his structures and facilities as, in the opinion of the Division, may be required to eliminate leakage of water from, or potential damage to, the Canal. On his failure to do so the Division may make such repairs at the cost and expense of the User, which cost and expense the User expressly agrees to pay on demand.

The User shall make such changes in his withdrawal system as may from time to time be ordered in writing by the Division. The User shall make no alterations in the approved withdrawal system without securing the prior written approval of the Division.

METER The User shall purchase or construct, install, maintain and operate, at his own sole cost and expense, in a manner satisfactory to the Division, a flow meter or measuring device of a type and in a location approved by the Division.

The User shall have said flow meter tested for accuracy at his own sole cost and expense before installation, by a laboratory approved by the Division, and shall furnish a report of such test to the Division. The User further shall have such laboratory test repeated and furnish a report of said test to the Division at intervals of not less than one year or following meter repairs. Meter tests other than the foregoing may be required by the Division, and payment therefor shall be at the cost and expense of the User except when report of such tests shall disclose the meter to be registering within 5% of true accuracy, in which case the cost of such test shall be paid by the Division.

METER FAILURE The User shall use reasonable care that the installed flow meter or measuring device is properly operating at all times. If same is broken or improperly operating at any time or times, proper adjustments or estimates shall be made by the Division to determine the amounts of water withdrawn and to be charged for during time or times of meter failure. Such estimates shall be based either on the daily quantity contracted for, or on the average rate of withdrawal during the three month period preceding breakdown, with due consideration of the scale of plant operation before and during the breakdown period, or on such other equitable method as the Division shall determine.

METER READINGS The monthly meter readings to determine total withdrawal shall be taken by the User on the last day of each month, unless otherwise approved by the Division, or if that day falls on Sunday or legal holiday, on the first working day thereafter.

The User shall keep a daily record of flow rates and cumulative daily water withdrawal totals and shall submit to the Division each month, not later than the third day of such month, copies of such records for the preceding month.

The Division or its designated representative shall have the right at any time to examine the flow meter or other measuring device and the above mentioned records, as well as to order meter test, repair or replacement.

**WITHDRAWAL SCHEDULE** When required by the Division, the User shall submit in writing to the Division a schedule of normal withdrawal of water from the Canal. The User shall notify the Division in writing 48 hours in advance of pending departure from said schedule due to plant shutdown or other causes, and in the event of emergency departure from said schedule the User shall immediately notify the Division or its designated representative at such place and in such manner as the Division may from time to time designate. The User shall similarly notify the Division or its representative indicating resumption of said normal schedule.

**QUALITY STANDARDS** The User shall submit with his application for consideration by the Division, a statement of minimum quality standards acceptable to him for raw water to be withdrawn from the Canal. Upon approval by the Division the said acceptable standards shall be attached to and made part of the formal water-use agreement.

**REVOCACTION BY DIVISION** In event that for a period of six (6) consecutive months the daily average withdrawal shall not equal at least 50% of the quantity specified in the agreement for 24 hour withdrawal, the Division shall have the right to revoke the agreement and require that the User submit a new application for revised quantity of withdrawal.

**SUSPENSION BY USER** In the event that for a continuous period of ten consecutive days the quantity of water in the Canal should be insufficient to permit withdrawal by the User of the quantity of raw water approved under the agreement, or the water should not meet the standards as agreed upon, the User shall have the right to suspend this agreement by serving 48 hours advance notice to that effect upon the Division by personal service on the Director or the Secretary of the Division. The Minimum Charge shall be waived for such period of suspension.

**DISCHARGE INTO CANAL** Water shall be discharged into the Canal only in accordance with the terms of formal approval granted on a standard "APPLICATION FOR DISCHARGE OF WATER INTO THE DELAWARE AND RARITAN CANAL". The User shall furnish all information required by the Division for determination of conditions governing discharge.

**DISCHARGE STRUCTURES** Structures for the discharge of water into the Canal shall be installed and maintained by the User at his own sole cost and expense. Prior to the installation of such structures or facilities, the User shall furnish to the Division a plan showing in such detail as may be required by the Division the proposed discharge system, and shall not install or construct the same until said system shall have been approved by the Division.

The User shall, within ten days after receipt of written demand from the Division, make such repair to his discharge system as may be required to eliminate leakage of water from, or potential damage to, the Canal, or on his failure to do so, the Division may make such repairs at the cost and expense of the User, which cost and expense the User expressly agrees to pay on demand.

The User shall make such changes in his discharge system as may from time to time be required by the Division but shall not alter the approved installation of the system without the prior written approval of the Division.

**ASSISTANCE TO BE FURNISHED BY USER** The User, at his own expense, shall furnish the designated representative of the Division such assistance as may require for the purpose of examining the User's withdrawal and/or discharge system, making meter tests, taking samples, or performing other duties in connection with the agreement.

**DAMAGE CLAIMS** The User shall at all times save and keep harmless the Division from and against claims for damages or whatsoever nature arising in any manner or under any circumstances by reason of the acts or negligence of the User, his officers, agents, representatives, or employees in installing, constructing, replacing, repairing, maintaining or operating the withdrawal and/or discharge systems, whether such damage be sustained by the User or by other persons or corporations which seek to hold the Division liable.

**PERIOD OF AGREEMENT** The agreement shall take effect on the date of its approval by the Governor, and the date of commencement of charges shall be the first day following completion of construction of the withdrawal system but in no case later than nine months after the date of approval of the agreement by the Governor. The agreement shall continue for the period specified therein from the date of commencement of charges. At the end of said period the agreement shall terminate, except as to those matters set forth under "DAMAGE CLAIMS" and "TERMINATION".

**RENEWAL** If the User desires to withdraw water from the Canal beyond the period specified in the original agreement, he shall submit a renewal application not less than 90 days in advance of the expiration date of the agreement then in force. Renewal application so received, but not otherwise, will be considered prior to all new applications.

**TERMINATION** Upon the termination of the agreement for any reason, the privilege granted shall terminate absolutely and be extinguished; and within ninety (90) days thereafter the User shall remove from the property of the Division all facilities installed by him under the terms of the agreement and restore said property to its former condition in a manner satisfactory to the Division; or on his failure to do so, the Division may make such removal and restoration at the cost and expense of the User, which cost and expense the User expressly agrees to pay on demand.

**STRIKES, ETC.** The Division shall not be considered in default in the performance of any of its obligations to the extent the performance of any such obligations is prevented or delayed because or by reason of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, explosion or embargo; or because or by reason of any law, order, proclamation, or regulation of the Government of the United States of America, or of any State of the United States of America, other than the State of New Jersey, or of any authority or representative of any such Governments; or because or by reason of any act of God, whether of the same or a different nature.

**ASSIGNMENT** Agreement to withdraw water from the Canal shall not be assigned nor set over to any other corporation, firm or person without the consent of the Division.

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RULES AND REGULATIONS  
OF THE NEW JERSEY DEPARTMENT OF CONSERVATION AND ECONOMIC DEVELOPMENT  
DIVISION OF WATER POLICY AND SUPPLY  
FOR THE USE OF WATER FROM THE DELAWARE AND RARITAN CANAL,  
AND FOR THE DISCHARGE OF WATER INTO THE CANAL

APPROVED SEPTEMBER 20, 1954

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**PAYMENTS** The User shall pay the Division for all raw water withdrawn from the Canal in accordance with the rates and provisions set forth in the General Rate Schedule in effect on date of execution of the Water Use Agreement. Payments shall be made monthly as billed, at the office of the Division of Water Policy and Supply, of the Department of Conservation and Economic Development, Trenton, New Jersey

**WITHDRAWAL SYSTEM** Raw water shall be withdrawn from the Canal by the User at his own cost and expense. The Division grants to the User the right to install and construct in the Canal and on adjoining Canal property at or near the point of withdrawal, and to replace, repair, operate and maintain, such apparatus, equipment, structures and facilities, all at his sole cost and expense, as may be necessary for the withdrawal from the Canal of the raw water sold by the Division, for the measurement thereof, and for the transportation thereof to the plant or plants of the User. Prior to the installation or construction of any such apparatus, equipment, structures or facilities, the User shall furnish to the Division for its approval, a plan showing in such detail as may be required by the Division, the proposed system for withdrawal, measurement, transportation and ultimate disposition of the water and shall not install or construct the same until said system shall have been approved by the Division. The Division also grants to the User the right of ingress over, upon and under any and all other Canal lands as may be necessary for the construction, operation, repair and maintenance of such system. Such structures and equipment shall remain the property of the User regardless of their attachment to the realty, and may be removed by him upon termination of this agreement, as hereinafter provided.

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**DAMAGE CLAIMS** The User shall at all times save and keep harmless the Division from and against claims for damages or whatsoever nature arising in any manner or under any circumstances by reason of the acts or negligence of the User, his officers, agents, representatives, or employees in installing, constructing, replacing, repairing, maintaining or operating the withdrawal and/or discharge systems, whether such damage be sustained by the User or by other persons or corporations which seek to hold the Division liable.

**PERIOD OF AGREEMENT** The agreement shall take effect on the date of its approval by the Governor, and the date of commencement of charges shall be the first day following completion of construction of the withdrawal system but in no case later than nine months after the date of approval of the agreement by the Governor. The agreement shall continue for the period specified therein from the date of commencement of charges. At the end of said period the agreement shall terminate, except as to those matters set forth under "DAMAGE CLAIMS" and "TERMINATION".

**RENEWAL** If the User desires to withdraw water from the Canal beyond the period specified in the original agreement, he shall submit a renewal application not less than 90 days in advance of the expiration date of the agreement then in force. Renewal application so received, but not otherwise, will be considered prior to all new applications.

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**STRIKES, ETC.** The Division shall not be considered in default in the performance of any of its obligations to the extent the performance of any such obligations is prevented or delayed because or by reason of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, explosion or embargo; or because or by reason of any law, order, proclamation, or regulation of the Government of the United States of America, or of any State of the United States of America, other than the State of New Jersey, or of any authority or representative of any such Governments; or because or by reason of any act of God, whether of the same or a different nature.

**ASSIGNMENT** Agreement to withdraw water from the Canal shall not be assigned nor set over to any other corporation, firm or person without the consent of the Division.

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STATE OF NEW JERSEY  
DEPARTMENT OF CONSERVATION AND ECONOMIC DEVELOPMENT  
DIVISION OF WATER POLICY AND SUPPLY

GENERAL RATE SCHEDULE  
DELAWARE AND RARITAN CANAL WATER

The General Rate Schedule established by the Water Policy and Supply Council September 20, 1954, specifies the following rates to be paid for raw water withdrawn from the Delaware and Raritan Canal; these rates, together with the rate adjustment and minimum charge provisions set forth herein, will be incorporated in water use agreements:

	<u>Gallons per month</u>	<u>Rate per Million Gallons</u>
First	25 million or less	\$30.00
Next	50 million	\$22.50
All over	75 million	\$15.00

RATE ADJUSTMENT:

All agreements authorized after September 20, 1954 shall reserve to the Division the right to revise these rates at any time by the establishment of a new General Rate Schedule. However, no upward revision in rates shall apply to any water use agreement until a period of not less than 5 years shall have elapsed, from date of approval of the agreement by the Governor. At any time after the expiration of such 5-year period, and at intervals of not less than 5 years thereafter, the rates specified in any agreement may be subject to review and adjustment in conformity with the General Rate Schedule in effect at the time of review.

The User shall be given at least 6 months' notice in advance of the effective date of any upward rate adjustment under his agreement. In the event the revised rates shall increase the average cost per million gallons by more than 20% over the average cost prevailing in the agreement at time of each review, the User shall have the option of terminating the agreement, provided notice of termination be served upon the Division in writing at least three months in advance of the effective date of the new rates; in which case, the agreement shall terminate upon the effective date of the new rates.

MINIMUM RATES:

During the first 5 years following the date of approval of the Water Use Agreement by the Governor, the User shall pay to the Division a minimum monthly charge amounting to 50% of the value, at the rates set forth above, of the quantity of water specified in the agreement for maximum 24-hour withdrawal, except for Standby Service described below.

After the first 5 years, the User shall pay to the Division a monthly charge amounting to 100% of the value of the quantity of water specified in the agreement for maximum 24-hour withdrawal at the rates prevailing in the agreement in effect at that time.

Calculation of said minimum charges as provided above shall be on the basis of the anticipated number of withdrawal days, but not less than 22 withdrawal days per month.

STANDBY SERVICES:

A User applying for water supply for occasional use only, such as fire protection, may be classified by the Division as "Standby Service". Such User shall pay a monthly Standby Charge instead of a Minimum Charge but shall in all other respects comply with the Rules and Regulations for the Use of Water From the Delaware and Raritan Canal. The Division reserves the right to revoke such Standby Service classification at any time on 30 days' written notice to the User. Upon revocation, such User may submit an application for normal water use, or on failure to do so, the original agreement will be terminated.

STANDBY CHARGE:

A User classified under Standby Service, as provided above, shall pay for water withdrawn at the rates set forth in the General Rate Schedule, but not less than the Standby Charge as specified below, based on the capacity of his withdrawal system.

(Mgd. = million gallons daily; Gpm. = gallons per minute)

<u>Maximum Withdrawal Capacity</u>	<u>Charge</u>
Up to 250,000 gallons daily (Food Crop Irrigation and Fire Protection only)	\$5.00 per month
Up to 1 Mgd. (700 Gpm.)	15.00 " "
From 1 Mgd. to 2 Mgd. (700 to 1400 Gpm.)	30.00 " "
Above 2 Mgd. (over 1400 Gpm.)	Upon application

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STATE OF NEW JERSEY  
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Above 2 Mgd. (over 1400 Gpm.)	Upon application

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