



94TH GENERAL ASSEMBLY

State of Illinois

2005 and 2006

HB4644

Introduced 1/12/2006, by Rep. Jack D. Franks

SYNOPSIS AS INTRODUCED:

New Act

Creates the Great Lakes-St. Lawrence River Basin Water Resources Compact Act. Ratifies and authorizes the Governor to enter into the Great Lakes-St. Lawrence River Basin Water Resources Compact. Sets forth the language of the Compact. Requires the Department of Natural Resources and other State agencies to perform, at the direction of the Governor, the functions and duties required of Illinois under the Compact. Effective immediately.

LRB094 16313 BDD 51562 b

FISCAL NOTE ACT
MAY APPLY

1 AN ACT concerning State government.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 1. Short title. This Act may be cited as the Great
5 Lakes-St. Lawrence River Basin Water Resources Compact Act.

6 Section 5. Execution of Compact. The Governor is hereby
7 authorized and directed to execute a compact on behalf of this
8 State with any other state or states legally joining therein in
9 the form substantially as follows:

10 "AGREEMENT

11 Section 1. The states of Illinois, Indiana, Michigan,
12 Minnesota, New York, Ohio and Wisconsin and the Commonwealth of
13 Pennsylvania hereby solemnly covenant and agree with each
14 other, upon enactment of concurrent legislation by the
15 respective state legislatures and consent by the Congress of
16 the United States as follows:

17 GREAT LAKES-ST. LAWRENCE RIVER BASIN WATER RESOURCES
18 COMPACT

19 ARTICLE 1

20 SHORT TITLE, DEFINITIONS, PURPOSES AND DURATION

21 Section 1.1. Short Title. This act shall be known and may
22 be cited as the "Great Lakes-St. Lawrence River Basin Water
23 Resources Compact."

24 Section 1.2. Definitions. For the purposes of this Compact,
25 and of any supplemental or concurring legislation enacted
26 pursuant thereto, except as may be otherwise required by the

1 context:

2 Adaptive Management means a Water resources management
3 system that provides a systematic process for evaluation,
4 monitoring and learning from the outcomes of operational
5 programs and adjustment of policies, plans and programs based
6 on experience and the evolution of scientific knowledge
7 concerning Water resources and Water Dependent Natural
8 Resources.

9 Agreement means the Great Lakes-St. Lawrence River Basin
10 Sustainable Water Resources Agreement.

11 Applicant means a Person who is required to submit a
12 Proposal that is subject to management and regulation under
13 this Compact. Application has a corresponding meaning.

14 Basin or Great Lakes-St. Lawrence River Basin means the
15 watershed of the Great Lakes and the St. Lawrence River
16 upstream from Trois-Rivières, Québec within the jurisdiction
17 of the Parties.

18 Basin Ecosystem or Great Lakes-St. Lawrence River Basin
19 Ecosystem means the interacting components of air, land, Water
20 and living organisms, including humankind, within the Basin.

21 Community within a Straddling County means any
22 incorporated city, town or the equivalent thereof, that is
23 located outside the Basin but wholly within a County that lies
24 partly within the Basin and that is not a Straddling Community.

25 Compact means this Compact.

26 Consumptive Use means that portion of the Water Withdrawn
27 or withheld from the Basin that is lost or otherwise not
28 returned to the Basin due to evaporation, incorporation into
29 Products, or other processes.

30 Council means the Great Lakes-St. Lawrence River Basin
31 Water Resources Council, created by this Compact.

32 Council Review means the collective review by the Council
33 members as described in Article 4 of this Compact.

34 County means the largest territorial division for local
35 government in a State. The County boundaries shall be defined
36 as those boundaries that exist as of December 13, 2005.

1 Cumulative Impacts mean the impact on the Basin Ecosystem
2 that results from incremental effects of all aspects of a
3 Withdrawal, Diversion or Consumptive Use in addition to other
4 past, present, and reasonably foreseeable future Withdrawals,
5 Diversions and Consumptive Uses regardless of who undertakes
6 the other Withdrawals, Diversions and Consumptive Uses.
7 Cumulative Impacts can result from individually minor but
8 collectively significant Withdrawals, Diversions and
9 Consumptive Uses taking place over a period of time.

10 Decision-Making Standard means the decision-making
11 standard established by Section 4.11 for Proposals subject to
12 management and regulation in Section 4.10.

13 Diversion means a transfer of Water from the Basin into
14 another watershed, or from the watershed of one of the Great
15 Lakes into that of another by any means of transfer, including
16 but not limited to a pipeline, canal, tunnel, aqueduct,
17 channel, modification of the direction of a water course, a
18 tanker ship, tanker truck or rail tanker but does not apply to
19 Water that is used in the Basin or a Great Lake watershed to
20 manufacture or produce a Product that is then transferred out
21 of the Basin or watershed. Divert has a corresponding meaning.

22 Environmentally Sound and Economically Feasible Water
23 Conservation Measures mean those measures, methods,
24 technologies or practices for efficient water use and for
25 reduction of water loss and waste or for reducing a Withdrawal,
26 Consumptive Use or Diversion that i) are environmentally sound,
27 ii) reflect best practices applicable to the water use sector,
28 iii) are technically feasible and available, iv) are
29 economically feasible and cost effective based on an analysis
30 that considers direct and avoided economic and environmental
31 costs and v) consider the particular facilities and processes
32 involved, taking into account the environmental impact, age of
33 equipment and facilities involved, the processes employed,
34 energy impacts and other appropriate factors.

35 Exception means a transfer of Water that is excepted under
36 Section 4.9 from the prohibition against Diversions in Section

1 4.8.

2 Exception Standard means the standard for Exceptions
3 established in Section 4.9.4.

4 Intra-Basin Transfer means the transfer of Water from the
5 watershed of one of the Great Lakes into the watershed of
6 another Great Lake.

7 Measures means any legislation, law, regulation,
8 directive, requirement, guideline, program, policy,
9 administrative practice or other procedure.

10 New or Increased Diversion means a new Diversion, an
11 increase in an existing Diversion, or the alteration of an
12 existing Withdrawal so that it becomes a Diversion.

13 New or Increased Withdrawal or Consumptive Use means a new
14 Withdrawal or Consumptive Use or an increase in an existing
15 Withdrawal or Consumptive Use.

16 Originating Party means the Party within whose
17 jurisdiction an Application or registration is made or
18 required.

19 Party means a State party to this Compact.

20 Person means a human being or a legal person, including a
21 government or a nongovernmental organization, including any
22 scientific, professional, business, non-profit, or public
23 interest organization or association that is neither
24 affiliated with, nor under the direction of a government.

25 Product means something produced in the Basin by human or
26 mechanical effort or through agricultural processes and used in
27 manufacturing, commercial or other processes or intended for
28 intermediate or end use consumers. (i) Water used as part of
29 the packaging of a Product shall be considered to be part of
30 the Product. (ii) Other than Water used as part of the
31 packaging of a Product, Water that is used primarily to
32 transport materials in or out of the Basin is not a Product or
33 part of a Product. (iii) Except as provided in (i) above, Water
34 which is transferred as part of a public or private supply is
35 not a Product or part of a Product. (iv) Water in its natural
36 state such as in lakes, rivers, reservoirs, aquifers, or water

1 basins is not a Product.

2 Proposal means a Withdrawal, Diversion or Consumptive Use
3 of Water that is subject to this Compact.

4 Province means Ontario or Québec.

5 Public Water Supply Purposes means water distributed to the
6 public through a physically connected system of treatment,
7 storage and distribution facilities serving a group of largely
8 residential customers that may also serve industrial,
9 commercial, and other institutional operators. Water Withdrawn
10 directly from the Basin and not through such a system shall not
11 be considered to be used for Public Water Supply Purposes.

12 Regional Body means the members of the Council and the
13 Premiers of Ontario and Québec or their designee as established
14 by the Agreement.

15 Regional Review means the collective review by the Regional
16 Body as described in Article 4 of this Compact.

17 Source Watershed means the watershed from which a
18 Withdrawal originates. If Water is Withdrawn directly from a
19 Great Lake or from the St. Lawrence River, then the Source
20 Watershed shall be considered to be the watershed of that Great
21 Lake or the watershed of the St. Lawrence River, respectively.
22 If Water is Withdrawn from the watershed of a stream that is a
23 direct tributary to a Great Lake or a direct tributary to the
24 St. Lawrence River, then the Source Watershed shall be
25 considered to be the watershed of that Great Lake or the
26 watershed of the St. Lawrence River, respectively, with a
27 preference to the direct tributary stream watershed from which
28 it was Withdrawn.

29 Standard of Review and Decision means the Exception
30 Standard, Decision-Making Standard and reviews as outlined in
31 Article 4 of this Compact.

32 State means one of the states of Illinois, Indiana,
33 Michigan, Minnesota, New York, Ohio or Wisconsin or the
34 Commonwealth of Pennsylvania.

35 Straddling Community means any incorporated city, town or
36 the equivalent thereof, wholly within any County that lies

1 partly or completely within the Basin, whose corporate boundary
2 existing as of the effective date of this Compact, is partly
3 within the Basin or partly within two Great Lakes watersheds.

4 Technical Review means a detailed review conducted to
5 determine whether or not a Proposal that requires Regional
6 Review under this Compact meets the Standard of Review and
7 Decision following procedures and guidelines as set out in this
8 Compact.

9 Water means ground or surface water contained within the
10 Basin.

11 Water Dependent Natural Resources means the interacting
12 components of land, Water and living organisms affected by the
13 Waters of the Basin.

14 Waters of the Basin or Basin Water means the Great Lakes
15 and all streams, rivers, lakes, connecting channels and other
16 bodies of water, including tributary groundwater, within the
17 Basin.

18 Withdrawal means the taking of water from surface water or
19 groundwater. Withdraw has a corresponding meaning.

20 Section 1.3. Findings and Purposes.

21 The legislative bodies of the respective Parties hereby
22 find and declare:

23 1. Findings:

24 a. The Waters of the Basin are precious public natural
25 resources shared and held in trust by the States;

26 b. The Waters of the Basin are interconnected and part of a
27 single hydrologic system;

28 c. The Waters of the Basin can concurrently serve multiple
29 uses. Such multiple uses include municipal, public,
30 industrial, commercial, agriculture, mining, navigation,
31 energy development and production, recreation, the
32 subsistence, economic and cultural activities of native
33 peoples, Water quality maintenance, and the maintenance of fish
34 and wildlife habitat and a balanced ecosystem. And, other
35 purposes are encouraged, recognizing that such uses are

1 interdependent and must be balanced;

2 d. Future Diversions and Consumptive Uses of Basin Water
3 resources have the potential to significantly impact the
4 environment, economy and welfare of the Great Lakes-St.
5 Lawrence River region;

6 e. Continued sustainable, accessible and adequate Water
7 supplies for the people and economy of the Basin are of vital
8 importance; and,

9 f. The Parties have a shared duty to protect, conserve,
10 restore, improve and manage the renewable but finite Waters of
11 the Basin for the use, benefit and enjoyment of all their
12 citizens, including generations yet to come. The most effective
13 means of protecting, conserving, restoring, improving and
14 managing the Basin Waters is through the joint pursuit of
15 unified and cooperative principles, policies and programs
16 mutually agreed upon, enacted and adhered to by all Parties.

17 2. Purposes:

18 a. To act together to protect, conserve, restore, improve
19 and effectively manage the Waters and Water Dependent Natural
20 Resources of the Basin under appropriate arrangements for
21 intergovernmental cooperation and consultation because current
22 lack of full scientific certainty should not be used as a
23 reason for postponing measures to protect the Basin Ecosystem;

24 b. To remove causes of present and future controversies;

25 c. To provide for cooperative planning and action by the
26 Parties with respect to such Water resources;

27 d. To facilitate consistent approaches to Water management
28 across the Basin while retaining State management authority
29 over Water management decisions within the Basin;

30 e. To facilitate the exchange of data, strengthen the
31 scientific information base upon which decisions are made and
32 engage in consultation on the potential effects of proposed
33 Withdrawals and losses on the Waters and Water Dependent
34 Natural Resources of the Basin;

35 f. To prevent significant adverse impacts of Withdrawals
36 and losses on the Basin's ecosystems and watersheds;

- 1 g. To promote interstate and State-Provincial comity; and,
2 h. To promote an Adaptive Management approach to the
3 conservation and management of Basin Water resources, which
4 recognizes, considers and provides adjustments for the
5 uncertainties in, and evolution of, scientific knowledge
6 concerning the Basin's Waters and Water Dependent Natural
7 Resources.

8 Section 1.4. Science.

9 1. The Parties commit to provide leadership for the
10 development of a collaborative strategy with other regional
11 partners to strengthen the scientific basis for sound Water
12 management decision making under this Compact.

13 2. The strategy shall guide the collection and application
14 of scientific information to support:

15 a. An improved understanding of the individual and
16 Cumulative Impacts of Withdrawals from various locations
17 and Water sources on the Basin Ecosystem and to develop a
18 mechanism by which impacts of Withdrawals may be assessed;

19 b. The periodic assessment of Cumulative Impacts of
20 Withdrawals, Diversions and Consumptive Uses on a Great
21 Lake and St. Lawrence River watershed basis;

22 c. Improved scientific understanding of the Waters of
23 the Basin;

24 d. Improved understanding of the role of groundwater in
25 Basin Water resources management; and,

26 e. The development, transfer and application of
27 science and research related to Water conservation and
28 Water use efficiency.

29 ARTICLE 2

30 ORGANIZATION

31 Section 2.1. Council Created.

32 The Great Lakes-St. Lawrence River Basin Water Resources
33 Council is hereby created as a body politic and corporate, with

1 succession for the duration of this Compact, as an agency and
2 instrumentality of the governments of the respective Parties.

3 Section 2.2. Council Membership.

4 The Council shall consist of the Governors of the Parties,
5 ex officio.

6 Section 2.3. Alternates.

7 Each member of the Council shall appoint at least one
8 alternate who may act in his or her place and stead, with
9 authority to attend all meetings of the Council and with power
10 to vote in the absence of the member. Unless otherwise provided
11 by law of the Party for which he or she is appointed, each
12 alternate shall serve during the term of the member appointing
13 him or her, subject to removal at the pleasure of the member.
14 In the event of a vacancy in the office of alternate, it shall
15 be filled in the same manner as an original appointment for the
16 unexpired term only.

17 Section 2.4. Voting.

18 1. Each member is entitled to one vote on all matters that
19 may come before the Council.

20 2. Unless otherwise stated, the rule of decision shall be
21 by a simple majority.

22 3. The Council shall annually adopt a budget for each
23 fiscal year and the amount required to balance the budget shall
24 be apportioned equitably among the Parties by unanimous vote of
25 the Council. The appropriation of such amounts shall be subject
26 to such review and approval as may be required by the budgetary
27 processes of the respective Parties.

28 4. The participation of Council members from a majority of
29 the Parties shall constitute a quorum for the transaction of
30 business at any meeting of the Council.

31 Section 2.5. Organization and Procedure.

32 The Council shall provide for its own organization and

1 procedure, and may adopt rules and regulations governing its
2 meetings and transactions, as well as the procedures and
3 timeline for submission, review and consideration of Proposals
4 that come before the Council for its review and action. The
5 Council shall organize, annually, by the election of a Chair
6 and Vice Chair from among its members. Each member may appoint
7 an advisor, who may attend all meetings of the Council and its
8 committees, but shall not have voting power. The Council may
9 employ or appoint professional and administrative personnel,
10 including an Executive Director, as it may deem advisable, to
11 carry out the purposes of this Compact.

12 Section 2.6. Use of Existing Offices and Agencies.

13 It is the policy of the Parties to preserve and utilize the
14 functions, powers and duties of existing offices and agencies
15 of government to the extent consistent with this Compact.
16 Further, the Council shall promote and aid the coordination of
17 the activities and programs of the Parties concerned with Water
18 resources management in the Basin. To this end, but without
19 limitation, the Council may:

- 20 1. Advise, consult, contract, assist or otherwise
21 cooperate with any and all such agencies;
- 22 2. Employ any other agency or instrumentality of any of
23 the Parties for any purpose; and,
- 24 3. Develop and adopt plans consistent with the Water
25 resources plans of the Parties.

26 Section 2.7. Jurisdiction.

27 The Council shall have, exercise and discharge its
28 functions, powers and duties within the limits of the Basin.
29 Outside the Basin, it may act in its discretion, but only to
30 the extent such action may be necessary or convenient to
31 effectuate or implement its powers or responsibilities within
32 the Basin and subject to the consent of the jurisdiction
33 wherein it proposes to act.

1 Section 2.8. Status, Immunities and Privileges.

2 1. The Council, its members and personnel in their official
3 capacity and when engaged directly in the affairs of the
4 Council, its property and its assets, wherever located and by
5 whomsoever held, shall enjoy the same immunity from suit and
6 every form of judicial process as is enjoyed by the Parties,
7 except to the extent that the Council may expressly waive its
8 immunity for the purposes of any proceedings or by the terms of
9 any contract.

10 2. The property and assets of the Council, wherever located
11 and by whomsoever held, shall be considered public property and
12 shall be immune from search, requisition, confiscation,
13 expropriation or any other form of taking or foreclosure by
14 executive or legislative action.

15 3. The Council, its property and its assets, income and the
16 operations it carries out pursuant to this Compact shall be
17 immune from all taxation by or under the authority of any of
18 the Parties or any political subdivision thereof; provided,
19 however, that in lieu of property taxes the Council may make
20 reasonable payments to local taxing districts in annual amounts
21 which shall approximate the taxes lawfully assessed upon
22 similar property.

23 Section 2.9. Advisory Committees. The Council may
24 constitute and empower advisory committees, which may be
25 comprised of representatives of the public and of federal,
26 State, tribal, county and local governments, water resources
27 agencies, water-using industries and sectors, water-interest
28 groups and academic experts in related fields.

29 ARTICLE 3

30 GENERAL POWERS AND DUTIES

31 Section 3.1. General.

32 The Waters and Water Dependent Natural Resources of the
33 Basin are subject to the sovereign right and responsibilities

1 of the Parties, and it is the purpose of this Compact to
2 provide for joint exercise of such powers of sovereignty by the
3 Council in the common interests of the people of the region, in
4 the manner and to the extent provided in this Compact. The
5 Council and the Parties shall use the Standard of Review and
6 Decision and procedures contained in or adopted pursuant to
7 this Compact as the means to exercise their authority under
8 this Compact.

9 The Council may revise the Standard of Review and Decision,
10 after consultation with the Provinces and upon unanimous vote
11 of all Council members, by regulation duly adopted in
12 accordance with Section 3.3 of this Compact and in accordance
13 with each Party's respective statutory authorities and
14 applicable procedures.

15 The Council shall identify priorities and develop plans and
16 policies relating to Basin Water resources. It shall adopt and
17 promote uniform and coordinated policies for Water resources
18 conservation and management in the Basin.

19 Section 3.2. Council Powers.

20 The Council may: plan; conduct research and collect,
21 compile, analyze, interpret, report and disseminate data on
22 Water resources and uses; forecast Water levels; conduct
23 investigations; institute court actions; design, acquire,
24 construct, reconstruct, own, operate, maintain, control, sell
25 and convey real and personal property and any interest therein
26 as it may deem necessary, useful or convenient to carry out the
27 purposes of this Compact; make contracts; receive and accept
28 such payments, appropriations, grants, gifts, loans, advances
29 and other funds, properties and services as may be transferred
30 or made available to it by any Party or by any other public or
31 private agency, corporation or individual; and, exercise such
32 other and different powers as may be delegated to it by this
33 Compact or otherwise pursuant to law, and have and exercise all
34 powers necessary or convenient to carry out its express powers
35 or which may be reasonably implied therefrom.

1 Section 3.3. Rules and Regulations.

2 1. The Council may promulgate and enforce such rules and
3 regulations as may be necessary for the implementation and
4 enforcement of this Compact. The Council may adopt by
5 regulation, after public notice and public hearing, reasonable
6 Application fees with respect to those Proposals for Exceptions
7 that are subject to Council review under Section 4.9. Any rule
8 or regulation of the Council, other than one which deals solely
9 with the internal management of the Council or its property,
10 shall be adopted only after public notice and hearing.

11 2. Each Party, in accordance with its respective statutory
12 authorities and applicable procedures, may adopt and enforce
13 rules and regulations to implement and enforce this Compact and
14 the programs adopted by such Party to carry out the management
15 programs contemplated by this Compact.

16 Section 3.4. Program Review and Findings.

17 1. Each Party shall submit a report to the Council and the
18 Regional Body detailing its Water management and conservation
19 and efficiency programs that implement this Compact. The report
20 shall set out the manner in which Water Withdrawals are managed
21 by sector, Water source, quantity or any other means, and how
22 the provisions of the Standard of Review and Decision and
23 conservation and efficiency programs are implemented. The
24 first report shall be provided by each Party one year from the
25 effective date of this Compact and thereafter every 5 years.

26 2. The Council, in cooperation with the Provinces, shall
27 review its Water management and conservation and efficiency
28 programs and those of the Parties that are established in this
29 Compact and make findings on whether the Water management
30 program provisions in this Compact are being met, and if not,
31 recommend options to assist the Parties in meeting the
32 provisions of this Compact. Such review shall take place:

33 a. 30 days after the first report is submitted by all
34 Parties; and,

1 information, within five years of the effective date of this
2 Compact any Person who Withdraws Water in an amount of 100,000
3 gallons per day or greater average in any 30-day period
4 (including Consumptive Uses) from all sources, or Diverts Water
5 of any amount, shall register the Withdrawal or Diversion by a
6 date set by the Council unless the Person has previously
7 registered in accordance with an existing State program. The
8 Person shall register the Withdrawal or Diversion with the
9 Originating Party using a form prescribed by the Originating
10 Party that shall include, at a minimum and without limitation:
11 the name and address of the registrant and date of
12 registration; the locations and sources of the Withdrawal or
13 Diversion; the capacity of the Withdrawal or Diversion per day
14 and the amount Withdrawn or Diverted from each source; the uses
15 made of the Water; places of use and places of discharge; and,
16 such other information as the Originating Party may require.
17 All registrations shall include an estimate of the volume of
18 the Withdrawal or Diversion in terms of gallons per day average
19 in any 30-day period.

20 4. All registrants shall annually report the monthly
21 volumes of the Withdrawal, Consumptive Use and Diversion in
22 gallons to the Originating Party and any other information
23 requested by the Originating Party.

24 5. Each Party shall annually report the information
25 gathered pursuant to this Section to a Great Lakes-St. Lawrence
26 River Water use data base repository and aggregated information
27 shall be made publicly available, consistent with the
28 confidentiality requirements in Section 8.3.

29 6. Information gathered by the Parties pursuant to this
30 Section shall be used to improve the sources and applications
31 of scientific information regarding the Waters of the Basin and
32 the impacts of the Withdrawals and Diversions from various
33 locations and Water sources on the Basin Ecosystem, and to
34 better understand the role of groundwater in the Basin. The
35 Council and the Parties shall coordinate the collection and
36 application of scientific information to further develop a

1 mechanism by which individual and Cumulative Impacts of
2 Withdrawals, Consumptive Uses and Diversions shall be
3 assessed.

4 Section 4.2. Water Conservation and Efficiency Programs.

5 1. The Council commits to identify, in cooperation with the
6 Provinces, Basin-wide Water conservation and efficiency
7 objectives to assist the Parties in developing their Water
8 conservation and efficiency program. These objectives are
9 based on the goals of:

10 a. Ensuring improvement of the Waters and Water
11 Dependent Natural Resources;

12 b. Protecting and restoring the hydrologic and
13 ecosystem integrity of the Basin;

14 c. Retaining the quantity of surface water and
15 groundwater in the Basin;

16 d. Ensuring sustainable use of Waters of the Basin;
17 and,

18 e. Promoting the efficiency of use and reducing losses
19 and waste of Water.

20 2. Within two years of the effective date of this Compact,
21 each Party shall develop its own Water conservation and
22 efficiency goals and objectives consistent with the Basin-wide
23 goals and objectives, and shall develop and implement a Water
24 conservation and efficiency program, either voluntary or
25 mandatory, within its jurisdiction based on the Party's goals
26 and objectives. Each Party shall annually assess its programs
27 in meeting the Party's goals and objectives, report to the
28 Council and the Regional Body and make this annual assessment
29 available to the public.

30 3. Beginning five years after the effective date of this
31 Compact, and every five years thereafter, the Council, in
32 cooperation with the Provinces, shall review and modify as
33 appropriate the Basin-wide objectives, and the Parties shall
34 have regard for any such modifications in implementing their
35 programs. This assessment will be based on examining new

1 technologies, new patterns of Water use, new resource demands
2 and threats, and Cumulative Impact assessment under Section
3 4.15.

4 4. Within two years of the effective date of this Compact,
5 the Parties commit to promote Environmentally Sound and
6 Economically Feasible Water Conservation Measures such as:

7 a. Measures that promote efficient use of Water;

8 b. Identification and sharing of best management
9 practices and state of the art conservation and efficiency
10 technologies;

11 c. Application of sound planning principles;

12 d. Demand-side and supply-side Measures or incentives;

13 and,

14 e. Development, transfer and application of science
15 and research.

16 5. Each Party shall implement in accordance with paragraph
17 2 above a voluntary or mandatory Water conservation program for
18 all, including existing, Basin Water users. Conservation
19 programs need to adjust to new demands and the potential
20 impacts of cumulative effects and climate.

21 Section 4.3. Party Powers and Duties.

22 1. Each Party, within its jurisdiction, shall manage and
23 regulate New or Increased Withdrawals, Consumptive Uses and
24 Diversions, including Exceptions, in accordance with this
25 Compact.

26 2. Each Party shall require an Applicant to submit an
27 Application in such manner and with such accompanying
28 information as the Party shall prescribe.

29 3. No Party may approve a Proposal if the Party determines
30 that the Proposal is inconsistent with this Compact or the
31 Standard of Review and Decision or any implementing rules or
32 regulations promulgated thereunder. The Party may approve,
33 approve with modifications or disapprove any Proposal
34 depending on the Proposal's consistency with this Compact and
35 the Standard of Review and Decision.

1 4. Each Party shall monitor the implementation of any
2 approved Proposal to ensure consistency with the approval and
3 may take all necessary enforcement actions.

4 5. No Party shall approve a Proposal subject to Council or
5 Regional Review, or both, pursuant to this Compact unless it
6 shall have been first submitted to and reviewed by either the
7 Council or Regional Body, or both, and approved by the Council,
8 as applicable. Sufficient opportunity shall be provided for
9 comment on the Proposal's consistency with this Compact and the
10 Standard of Review and Decision. All such comments shall become
11 part of the Party's formal record of decision, and the Party
12 shall take into consideration any such comments received.

13 Section 4.4. Requirement for Originating Party Approval.
14 No Proposal subject to management and regulation under this
15 Compact shall hereafter be undertaken by any Person unless it
16 shall have been approved by the Originating Party.

17 Section 4.5. Regional Review.

18 1. General.

19 a. It is the intention of the Parties to participate in
20 Regional Review of Proposals with the Provinces, as described
21 in this Compact and the Agreement.

22 b. Unless the Applicant or the Originating Party otherwise
23 requests, it shall be the goal of the Regional Body to conclude
24 its review no later than 90 days after notice under Section
25 4.5.2 of such Proposal is received from the Originating Party.

26 c. Proposals for Exceptions subject to Regional Review
27 shall be submitted by the Originating Party to the Regional
28 Body for Regional Review, and where applicable, to the Council
29 for concurrent review.

30 d. The Parties agree that the protection of the integrity
31 of the Great Lakes - St. Lawrence River Basin Ecosystem shall
32 be the overarching principle for reviewing Proposals subject to
33 Regional Review, recognizing uncertainties with respect to
34 demands that may be placed on Basin Water, including

1 groundwater, levels and flows of the Great Lakes and the St.
2 Lawrence River, future changes in environmental conditions,
3 the reliability of existing data and the extent to which
4 Diversions may harm the integrity of the Basin Ecosystem.

5 e. The Originating Party shall have lead responsibility for
6 coordinating information for resolution of issues related to
7 evaluation of a Proposal, and shall consult with the Applicant
8 throughout the Regional Review Process.

9 f. A majority of the members of the Regional Body may
10 request Regional Review of a regionally significant or
11 potentially precedent setting Proposal. Such Regional Review
12 must be conducted, to the extent possible, within the time
13 frames set forth in this Section. Any such Regional Review
14 shall be undertaken only after consulting the Applicant.

15 2. Notice from Originating Party to the Regional Body.

16 a. The Originating Party shall determine if a Proposal is
17 subject to Regional Review. If so, the Originating Party shall
18 provide timely notice to the Regional Body and the public.

19 b. Such notice shall not be given unless and until all
20 information, documents and the Originating Party's Technical
21 Review needed to evaluate whether the Proposal meets the
22 Standard of Review and Decision have been provided.

23 c. An Originating Party may:

24 i. Provide notice to the Regional Body of an
25 Application, even if notification is not required; or,

26 ii. Request Regional Review of an application, even if
27 Regional Review is not required. Any such Regional Review
28 shall be undertaken only after consulting the Applicant.

29 d. An Originating Party may provide preliminary notice of a
30 potential Proposal.

31 3. Public Participation.

32 a. To ensure adequate public participation, the Regional
33 Body shall adopt procedures for the review of Proposals that
34 are subject to Regional Review in accordance with this Article.

35 b. The Regional Body shall provide notice to the public of
36 a Proposal undergoing Regional Review. Such notice shall

1 indicate that the public has an opportunity to comment in
2 writing to the Regional Body on whether the Proposal meets the
3 Standard of Review and Decision.

4 c. The Regional Body shall hold a public meeting in the
5 State or Province of the Originating Party in order to receive
6 public comment on the issue of whether the Proposal under
7 consideration meets the Standard of Review and Decision.

8 d. The Regional Body shall consider the comments received
9 before issuing a Declaration of Finding.

10 e. The Regional Body shall forward the comments it receives
11 to the Originating Party.

12 4. Technical Review.

13 a. The Originating Party shall provide the Regional Body
14 with its Technical Review of the Proposal under consideration.

15 b. The Originating Party's Technical Review shall
16 thoroughly analyze the Proposal and provide an evaluation of
17 the Proposal sufficient for a determination of whether the
18 Proposal meets the Standard of Review and Decision.

19 c. Any member of the Regional Body may conduct their own
20 Technical Review of any Proposal subject to Regional Review.

21 d. At the request of the majority of its members, the
22 Regional Body shall make such arrangements as it considers
23 appropriate for an independent Technical Review of a Proposal.

24 e. All Parties shall exercise their best efforts to ensure
25 that a Technical Review undertaken under Sections 4.5.4.c and
26 4.5.4.d does not unnecessarily delay the decision by the
27 Originating Party on the Application. Unless the Applicant or
28 the Originating Party otherwise requests, all Technical
29 Reviews shall be completed no later than 60 days after the date
30 the notice of the Proposal was given to the Regional Body.

31 5. Declaration of Finding.

32 a. The Regional Body shall meet to consider a Proposal. The
33 Applicant shall be provided with an opportunity to present the
34 Proposal to the Regional Body at such time.

35 b. The Regional Body, having considered the notice, the
36 Originating Party's Technical Review, any other independent

1 Technical Review that is made, any comments or objections
2 including the analysis of comments made by the public, First
3 Nations and federally recognized Tribes, and any other
4 information that is provided under this Compact shall issue a
5 Declaration of Finding that the Proposal under consideration:

6 i. Meets the Standard of Review and Decision;

7 ii. Does not meet the Standard of Review and Decision;

8 or,

9 iii. Would meet the Standard of Review and Decision if
10 certain conditions were met.

11 c. An Originating Party may decline to participate in a
12 Declaration of Finding made by the Regional Body.

13 d. The Parties recognize and affirm that it is preferable
14 for all members of the Regional Body to agree whether the
15 Proposal meets the Standard of Review and Decision.

16 e. If the members of the Regional Body who participate in
17 the Declaration of Finding all agree, they shall issue a
18 written Declaration of Finding with consensus.

19 f. In the event that the members cannot agree, the Regional
20 Body shall make every reasonable effort to achieve consensus
21 within 25 days.

22 g. Should consensus not be achieved, the Regional Body may
23 issue a Declaration of Finding that presents different points
24 of view and indicates each Party's conclusions.

25 h. The Regional Body shall release the Declarations of
26 Finding to the public.

27 i. The Originating Party and the Council shall consider the
28 Declaration of Finding before making a decision on the
29 Proposal.

30 Section 4.6. Proposals Subject to Prior Notice.

31 1. Beginning no later than five years of the effective date
32 of this Compact, the Originating Party shall provide all
33 Parties and the Provinces with detailed and timely notice and
34 an opportunity to comment within 90 days on any Proposal for a
35 New or Increased Consumptive Use of 5 million gallons per day

1 or greater average in any 90- day period. Comments shall
2 address whether or not the Proposal is consistent with the
3 Standard of Review and Decision. The Originating Party shall
4 provide a response to any such comment received from another
5 Party.

6 2. A Party may provide notice, an opportunity to comment
7 and a response to comments even if this is not required under
8 paragraph 1 of this Section. Any provision of such notice and
9 opportunity to comment shall be undertaken only after
10 consulting the Applicant.

11 Section 4.7. Council Actions.

12 1. Proposals for Exceptions subject to Council Review shall
13 be submitted by the Originating Party to the Council for
14 Council Review, and where applicable, to the Regional Body for
15 concurrent review.

16 2. The Council shall review and take action on Proposals in
17 accordance with this Compact and the Standard of Review and
18 Decision. The Council shall not take action on a Proposal
19 subject to Regional Review pursuant to this Compact unless the
20 Proposal shall have been first submitted to and reviewed by the
21 Regional Body. The Council shall consider any findings
22 resulting from such review.

23 Section 4.8. Prohibition of New or Increased Diversions.

24 All New or Increased Diversions are prohibited, except as
25 provided for in this Article.

26 Section 4.9. Exceptions to the Prohibition of Diversions.

27 1. Straddling Communities. A Proposal to transfer Water to
28 an area within a Straddling Community but outside the Basin or
29 outside the source Great Lake Watershed shall be excepted from
30 the prohibition against Diversions and be managed and regulated
31 by the Originating Party provided that, regardless of the
32 volume of Water transferred, all the Water so transferred shall
33 be used solely for Public Water Supply Purposes within the

1 Straddling Community, and:

2 a. All Water Withdrawn from the Basin shall be returned,
3 either naturally or after use, to the Source Watershed less an
4 allowance for Consumptive Use. No surface water or groundwater
5 from outside the Basin may be used to satisfy any portion of
6 this criterion except if it:

7 i. Is part of a water supply or wastewater treatment
8 system that combines water from inside and outside of the
9 Basin;

10 ii. Is treated to meet applicable water quality
11 discharge standards and to prevent the introduction of
12 invasive species into the Basin;

13 iii. Maximizes the portion of water returned to the
14 Source Watershed as Basin Water and minimizes the surface
15 water or groundwater from outside the Basin;

16 b. If the Proposal results from a New or Increased
17 Withdrawal of 100,000 gallons per day or greater average over
18 any 90-day period, the Proposal shall also meet the Exception
19 Standard; and,

20 c. If the Proposal results in a New or Increased
21 Consumptive Use of 5 million gallons per day or greater average
22 over any 90-day period, the Proposal shall also undergo
23 Regional Review.

24 2. Intra-Basin Transfer. A Proposal for an Intra-Basin
25 Transfer that would be considered a Diversion under this
26 Compact, and not already excepted pursuant to paragraph 1 of
27 this Section, shall be excepted from the prohibition against
28 Diversions, provided that:

29 a. If the Proposal results from a New or Increased
30 Withdrawal less than 100,000 gallons per day average over any
31 90-day period, the Proposal shall be subject to management and
32 regulation at the discretion of the Originating Party.

33 b. If the Proposal results from a New or Increased
34 Withdrawal 100,000 gallons per day or greater average over any
35 90-day period and if the Consumptive Use resulting from the
36 Withdrawal is less than 5 million gallons per day average over

1 any 90-day period:

2 i. The Proposal shall meet the Exception Standard and
3 be subject to management and regulation by the Originating
4 Party, except that the Water may be returned to another
5 Great Lake watershed rather than the Source Watershed;

6 ii. The Applicant shall demonstrate that there is no
7 feasible, cost effective, and environmentally sound water
8 supply alternative within the Great Lake watershed to which
9 the Water will be transferred, including conservation of
10 existing water supplies; and,

11 iii. The Originating Party shall provide notice to the
12 other Parties prior to making any decision with respect to
13 the Proposal.

14 c. If the Proposal results in a New or Increased
15 Consumptive Use of 5 million gallons per day or greater average
16 over any 90-day period:

17 i. The Proposal shall be subject to management and
18 regulation by the Originating Party and shall meet the
19 Exception Standard, ensuring that Water Withdrawn shall be
20 returned to the Source Watershed;

21 ii. The Applicant shall demonstrate that there is no
22 feasible, cost effective, and environmentally sound water
23 supply alternative within the Great Lake watershed to which
24 the Water will be transferred, including conservation of
25 existing water supplies;

26 iii. The Proposal undergoes Regional Review; and,

27 iv. The Proposal is approved by the Council. Council
28 approval shall be given unless one or more Council Members
29 vote to disapprove.

30 3. Straddling Counties. A Proposal to transfer Water to a
31 Community within a Straddling County that would be considered a
32 Diversion under this Compact shall be excepted from the
33 prohibition against Diversions, provided that it satisfies all
34 of the following conditions:

35 a. The Water shall be used solely for the Public Water
36 Supply Purposes of the Community within a Straddling County

1 that is without adequate supplies of potable water;

2 b. The Proposal meets the Exception Standard, maximizing
3 the portion of water returned to the Source Watershed as Basin
4 Water and minimizing the surface water or groundwater from
5 outside the Basin;

6 c. The Proposal shall be subject to management and
7 regulation by the Originating Party, regardless of its size;

8 d. There is no reasonable water supply alternative within
9 the basin in which the community is located, including
10 conservation of existing water supplies;

11 e. Caution shall be used in determining whether or not the
12 Proposal meets the conditions for this Exception. This
13 Exception should not be authorized unless it can be shown that
14 it will not endanger the integrity of the Basin Ecosystem;

15 f. The Proposal undergoes Regional Review; and,

16 g. The Proposal is approved by the Council. Council
17 approval shall be given unless one or more Council Members vote
18 to disapprove.

19 A Proposal must satisfy all of the conditions listed above.
20 Further, substantive consideration will also be given to
21 whether or not the Proposal can provide sufficient
22 scientifically based evidence that the existing water supply is
23 derived from groundwater that is hydrologically interconnected
24 to Waters of the Basin.

25 4. Exception Standard. Proposals subject to management and
26 regulation in this Section shall be declared to meet this
27 Exception Standard and may be approved as appropriate only when
28 the following criteria are met:

29 a. The need for all or part of the proposed Exception
30 cannot be reasonably avoided through the efficient use and
31 conservation of existing water supplies;

32 b. The Exception will be limited to quantities that are
33 considered reasonable for the purposes for which it is
34 proposed;

35 c. All Water Withdrawn shall be returned, either naturally
36 or after use, to the Source Watershed less an allowance for

1 Consumptive Use. No surface water or groundwater from the
2 outside the Basin may be used to satisfy any portion of this
3 criterion except if it:

4 i. Is part of a water supply or wastewater treatment
5 system that combines water from inside and outside of the
6 Basin;

7 ii. Is treated to meet applicable water quality
8 discharge standards and to prevent the introduction of
9 invasive species into the Basin;

10 d. The Exception will be implemented so as to ensure that
11 it will result in no significant individual or cumulative
12 adverse impacts to the quantity or quality of the Waters and
13 Water Dependent Natural Resources of the Basin with
14 consideration given to the potential Cumulative Impacts of any
15 precedent-setting consequences associated with the Proposal;

16 e. The Exception will be implemented so as to incorporate
17 Environmentally Sound and Economically Feasible Water
18 Conservation Measures to minimize Water Withdrawals or
19 Consumptive Use;

20 f. The Exception will be implemented so as to ensure that
21 it is in compliance with all applicable municipal, State and
22 federal laws as well as regional interstate and international
23 agreements, including the Boundary Waters Treaty of 1909; and,

24 g. All other applicable criteria in Section 4.9 have also
25 been met.

26 Section 4.10. Management and Regulation of New or Increased
27 Withdrawals and Consumptive Uses.

28 1. Within five years of the effective date of this Compact,
29 each Party shall create a program for the management and
30 regulation of New or Increased Withdrawals and Consumptive Uses
31 by adopting and implementing Measures consistent with the
32 Decision-Making Standard. Each Party, through a considered
33 process, shall set and may modify threshold levels for the
34 regulation of New or Increased Withdrawals in order to assure
35 an effective and efficient Water management program that will

1 ensure that uses overall are reasonable, that Withdrawals
2 overall will not result in significant impacts to the Waters
3 and Water Dependent Natural Resources of the Basin, determined
4 on the basis of significant impacts to the physical, chemical,
5 and biological integrity of Source Watersheds, and that all
6 other objectives of the Compact are achieved. Each Party may
7 determine the scope and thresholds of its program, including
8 which New or Increased Withdrawals and Consumptive Uses will be
9 subject to the program.

10 2. Any Party that fails to set threshold levels that comply
11 with Section 4.10.1 any time before 10 years after the
12 effective date of this Compact shall apply a threshold level
13 for management and regulation of all New or Increased
14 Withdrawals of 100,000 gallons per day or greater average in
15 any 90 day period.

16 3. The Parties intend programs for New or Increased
17 Withdrawals and Consumptive Uses to evolve as may be necessary
18 to protect Basin Waters. Pursuant to Section 3.4, the Council,
19 in cooperation with the Provinces, shall periodically assess
20 the Water management programs of the Parties. Such assessments
21 may produce recommendations for the strengthening of the
22 programs, including without limitation, establishing lower
23 thresholds for management and regulation in accordance with the
24 Decision-Making Standard.

25 Section 4.11. Decision-Making Standard.

26 Proposals subject to management and regulation in Section
27 4.10 shall be declared to meet this Decision-Making Standard
28 and may be approved as appropriate only when the following
29 criteria are met:

30 1. All Water Withdrawn shall be returned, either naturally
31 or after use, to the Source Watershed less an allowance for
32 Consumptive Use;

33 2. The Withdrawal or Consumptive Use will be implemented so
34 as to ensure that the Proposal will result in no significant
35 individual or cumulative adverse impacts to the quantity or

1 quality of the Waters and Water Dependent Natural Resources and
2 the applicable Source Watershed;

3 3. The Withdrawal or Consumptive Use will be implemented so
4 as to incorporate Environmentally Sound and Economically
5 Feasible Water Conservation Measures;

6 4. The Withdrawal or Consumptive Use will be implemented so
7 as to ensure that it is in compliance with all applicable
8 municipal, State and federal laws as well as regional
9 interstate and international agreements, including the
10 Boundary Waters Treaty of 1909;

11 5. The proposed use is reasonable, based upon a
12 consideration of the following factors:

13 a. Whether the proposed Withdrawal or Consumptive Use
14 is planned in a fashion that provides for efficient use of
15 the water, and will avoid or minimize the waste of Water;

16 b. If the Proposal is for an increased Withdrawal or
17 Consumptive use, whether efficient use is made of existing
18 water supplies;

19 c. The balance between economic development, social
20 development and environmental protection of the proposed
21 Withdrawal and use and other existing or planned
22 withdrawals and water uses sharing the water source;

23 d. The supply potential of the water source,
24 considering quantity, quality, and reliability and safe
25 yield of hydrologically interconnected water sources;

26 e. The probable degree and duration of any adverse
27 impacts caused or expected to be caused by the proposed
28 Withdrawal and use under foreseeable conditions, to other
29 lawful consumptive or non-consumptive uses of water or to
30 the quantity or quality of the Waters and Water Dependent
31 Natural Resources of the Basin, and the proposed plans and
32 arrangements for avoidance or mitigation of such impacts;
33 and,

34 f. If a Proposal includes restoration of hydrologic
35 conditions and functions of the Source Watershed, the Party
36 may consider that.

1 Section 4.12. Applicability.

2 1. Minimum Standard. This Standard of Review and Decision
3 shall be used as a minimum standard. Parties may impose a more
4 restrictive decision-making standard for Withdrawals under
5 their authority. It is also acknowledged that although a
6 Proposal meets the Standard of Review and Decision it may not
7 be approved under the laws of the Originating Party that has
8 implemented more restrictive Measures.

9 2. Baseline.

10 a. To establish a baseline for determining a New or
11 Increased Diversion, Consumptive Use or Withdrawal, each Party
12 shall develop either or both of the following lists for their
13 jurisdiction:

14 i. A list of existing Withdrawal approvals as of the
15 effective date of the Compact;

16 ii. A list of the capacity of existing systems as of
17 the effective date of this Compact. The capacity of the
18 existing systems should be presented in terms of Withdrawal
19 capacity, treatment capacity, distribution capacity, or
20 other capacity limiting factors. The capacity of the
21 existing systems must represent the state of the systems.
22 Existing capacity determinations shall be based upon
23 approval limits or the most restrictive capacity
24 information.

25 b. For all purposes of this Compact, volumes of Diversions,
26 Consumptive Uses, or Withdrawals of Water set forth in the
27 list(s) prepared by each Party in accordance with this Section,
28 shall constitute the baseline volume.

29 c. The list(s) shall be furnished to the Regional Body and
30 the Council within one year of the effective date of this
31 Compact.

32 3. Timing of Additional Applications. Applications for New
33 or Increased Withdrawals, Consumptive Uses or Exceptions shall
34 be considered cumulatively within ten years of any application.

35 4. Change of Ownership. Unless a new owner proposes a

1 project that shall result in a Proposal for a New or Increased
2 Diversion or Consumptive Use subject to Regional Review or
3 Council approval, the change of ownership in and of itself
4 shall not require Regional Review or Council approval.

5 5. Groundwater. The Basin surface water divide shall be
6 used for the purpose of managing and regulating New or
7 Increased Diversions, Consumptive Uses or Withdrawals of
8 surface water and groundwater.

9 6. Withdrawal Systems. The total volume of surface water
10 and groundwater resources that supply a common distribution
11 system shall determine the volume of a Withdrawal, Consumptive
12 Use or Diversion.

13 7. Connecting Channels. The watershed of each Great Lake
14 shall include its upstream and downstream connecting channels.

15 8. Transmission in Water Lines. Transmission of Water
16 within a line that extends outside the Basin as it conveys
17 Water from one point to another within the Basin shall not be
18 considered a Diversion if none of the Water is used outside the
19 Basin.

20 9. Hydrologic Units. The Lake Michigan and Lake Huron
21 watersheds shall be considered to be a single hydrologic unit
22 and watershed.

23 10. Bulk Water Transfer. A Proposal to Withdraw Water and
24 to remove it from the Basin in any container greater than 5.7
25 gallons shall be treated under this Compact in the same manner
26 as a Proposal for a Diversion. Each Party shall have the
27 discretion, within its jurisdiction, to determine the
28 treatment of Proposals to Withdraw Water and to remove it from
29 the Basin in any container of 5.7 gallons or less.

30 Section 4.13. Exemptions.

31 Withdrawals from the Basin for the following purposes are
32 exempt from the requirements of Article 4.

33 1. To supply vehicles, including vessels and aircraft,
34 whether for the needs of the persons or animals being
35 transported or for ballast or other needs related to the

1 operation of the vehicles.

2 2. To use in a non-commercial project on a short-term basis
3 for firefighting, humanitarian, or emergency response
4 purposes.

5 Section 4.14. U.S. Supreme Court Decree: Wisconsin et al.
6 v. Illinois et al.

7 1. Notwithstanding any terms of this Compact to the
8 contrary, with the exception of Paragraph 5 of this Section,
9 current, New or Increased Withdrawals, Consumptive Uses and
10 Diversions of Basin Water by the State of Illinois shall be
11 governed by the terms of the United States Supreme Court decree
12 in Wisconsin et al. v. Illinois et al. and shall not be subject
13 to the terms of this Compact nor any rules or regulations
14 promulgated pursuant to this Compact. This means that, with the
15 exception of Paragraph 5 of this Section, for purposes of this
16 Compact, current, New or Increased Withdrawals, Consumptive
17 Uses and Diversions of Basin Water within the State of Illinois
18 shall be allowed unless prohibited by the terms of the United
19 States Supreme Court decree in Wisconsin et al. v. Illinois et
20 al.

21 2. The Parties acknowledge that the United States Supreme
22 Court decree in Wisconsin et al. v. Illinois et al. shall
23 continue in full force and effect, that this Compact shall not
24 modify any terms thereof, and that this Compact shall grant the
25 parties no additional rights, obligations, remedies or
26 defenses thereto. The Parties specifically acknowledge that
27 this Compact shall not prohibit or limit the State of Illinois
28 in any manner from seeking additional Basin Water as allowed
29 under the terms of the United States Supreme Court decree in
30 Wisconsin et al. v. Illinois et al., any other party from
31 objecting to any request by the State of Illinois for
32 additional Basin Water under the terms of said decree, or any
33 party from seeking any other type of modification to said
34 decree. If an application is made by any party to the Supreme
35 Court of the United States to modify said decree, the Parties

1 to this Compact who are also parties to the decree shall seek
2 formal input from the Canadian Provinces of Ontario and Québec,
3 with respect to the proposed modification, use best efforts to
4 facilitate the appropriate participation of said Provinces in
5 the proceedings to modify the decree, and shall not
6 unreasonably impede or restrict such participation.

7 3. With the exception of Paragraph 5 of this Section,
8 because current, New or Increased Withdrawals, Consumptive
9 Uses and Diversions of Basin Water by the State of Illinois are
10 not subject to the terms of this Compact, the State of Illinois
11 is prohibited from using any term of this Compact, including
12 Section 4.9, to seek New or Increased Withdrawals, Consumptive
13 Uses or Diversions of Basin Water.

14 4. With the exception of Paragraph 5 of this Section,
15 because Sections 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11,
16 4.12 (Paragraphs 1, 2, 3, 4, 6 and 10 only), and 4.13 of this
17 Compact all relate to current, New or Increased Withdrawals,
18 Consumptive Uses and Diversions of Basin Waters, said
19 provisions do not apply to the State of Illinois. All other
20 provisions of this Compact not listed in the preceding sentence
21 shall apply to the State of Illinois, including the Water
22 Conservation Programs provision of Section 4.2.

23 5. In the event of a Proposal for a Diversion of Basin
24 Water for use outside the territorial boundaries of the Parties
25 to this Compact, decisions by the State of Illinois regarding
26 such a Proposal would be subject to all terms of this Compact,
27 except Paragraphs 1, 3 and 4 of this Section.

28 6. For purposes of the State of Illinois' participation in
29 this Compact, the entirety of this Section 4.14 is necessary
30 for the continued implementation of this Compact and, if
31 severed, this Compact shall no longer be binding on or
32 enforceable by or against the State of Illinois.

33 Section 4.15. Assessment of Cumulative Impacts.

34 1. The Parties in cooperation with the Provinces shall
35 collectively conduct within the Basin, on a Lake watershed and

1 St. Lawrence River Basin basis, a periodic assessment of the
2 Cumulative Impacts of Withdrawals, Diversions and Consumptive
3 Uses from the Waters of the Basin, every 5 years or each time
4 the incremental Basin Water losses reach 50 million gallons per
5 day average in any 90-day period in excess of the quantity at
6 the time of the most recent assessment, whichever comes first,
7 or at the request of one or more of the Parties. The assessment
8 shall form the basis for a review of the Standard of Review and
9 Decision, Council and Party regulations and their application.
10 This assessment shall:

11 a. Utilize the most current and appropriate guidelines
12 for such a review, which may include but not be limited to
13 Council on Environmental Quality and Environment Canada
14 guidelines;

15 b. Give substantive consideration to climate change or
16 other significant threats to Basin Waters and take into
17 account the current state of scientific knowledge, or
18 uncertainty, and appropriate Measures to exercise caution
19 in cases of uncertainty if serious damage may result;

20 c. Consider adaptive management principles and
21 approaches, recognizing, considering and providing
22 adjustments for the uncertainties in, and evolution of
23 science concerning the Basin's water resources, watersheds
24 and ecosystems, including potential changes to Basin-wide
25 processes, such as lake level cycles and climate.

26 2. The Parties have the responsibility of conducting this
27 Cumulative Impact assessment. Applicants are not required to
28 participate in this assessment.

29 3. Unless required by other statutes, Applicants are not
30 required to conduct a separate cumulative impact assessment in
31 connection with an Application but shall submit information
32 about the potential impacts of a Proposal to the quantity or
33 quality of the Waters and Water Dependent Natural Resources of
34 the applicable Source Watershed. An Applicant may, however,
35 provide an analysis of how their Proposal meets the no
36 significant adverse Cumulative Impact provision of the

1 Standard of Review and Decision.

2 ARTICLE 5

3 TRIBAL CONSULTATION

4 Section 5.1. Consultation with Tribes

5 1. In addition to all other opportunities to comment
6 pursuant to Section 6.2, appropriate consultations shall occur
7 with federally recognized Tribes in the Originating Party for
8 all Proposals subject to Council or Regional Review pursuant to
9 this Compact. Such consultations shall be organized in the
10 manner suitable to the individual Proposal and the laws and
11 policies of the Originating Party.

12 2. All federally recognized Tribes within the Basin shall
13 receive reasonable notice indicating that they have an
14 opportunity to comment in writing to the Council or the
15 Regional Body, or both, and other relevant organizations on
16 whether the Proposal meets the requirements of the Standard of
17 Review and Decision when a Proposal is subject to Regional
18 Review or Council approval. Any notice from the Council shall
19 inform the Tribes of any meeting or hearing that is to be held
20 under Section 6.2 and invite them to attend. The Parties and
21 the Council shall consider the comments received under this
22 Section before approving, approving with modifications or
23 disapproving any Proposal subject to Council or Regional
24 Review.

25 3. In addition to the specific consultation mechanisms
26 described above, the Council shall seek to establish mutually
27 agreed upon mechanisms or processes to facilitate dialogue
28 with, and input from federally recognized Tribes on matters to
29 be dealt with by the Council; and, the Council shall seek to
30 establish mechanisms and processes with federally recognized
31 Tribes designed to facilitate on-going scientific and
32 technical interaction and data exchange regarding matters
33 falling within the scope of this Compact. This may include
34 participation of tribal representatives on advisory committees

1 established under this Compact or such other processes that are
2 mutually agreed upon with federally recognized Tribes
3 individually or through duly-authorized intertribal agencies
4 or bodies.

5 ARTICLE 6

6 PUBLIC PARTICIPATION

7 Section 6.1. Meetings, Public Hearings and Records.

8 1. The Parties recognize the importance and necessity of
9 public participation in promoting management of the Water
10 Resources of the Basin. Consequently, all meetings of the
11 Council shall be open to the public, except with respect to
12 issues of personnel.

13 2. The minutes of the Council shall be a public record open
14 to inspection at its offices during regular business hours.

15 Section 6.2. Public Participation.

16 It is the intent of the Council to conduct public
17 participation processes concurrently and jointly with
18 processes undertaken by the Parties and through Regional
19 Review. To ensure adequate public participation, each Party or
20 the Council shall ensure procedures for the review of Proposals
21 subject to the Standard of Review and Decision consistent with
22 the following requirements:

23 1. Provide public notification of receipt of all
24 Applications and a reasonable opportunity for the public to
25 submit comments before Applications are acted upon.

26 2. Assure public accessibility to all documents
27 relevant to an Application, including public comment
28 received.

29 3. Provide guidance on standards for determining
30 whether to conduct a public meeting or hearing for an
31 Application, time and place of such a meeting(s) or
32 hearing(s), and procedures for conducting of the same.

33 4. Provide the record of decision for public

1 inspection including comments, objections, responses and
2 approvals, approvals with conditions and disapprovals.

3 ARTICLE 7

4 DISPUTE RESOLUTION AND ENFORCEMENT

5 Section 7.1. Good Faith Implementation.

6 Each of the Parties pledges to support implementation of
7 all provisions of this Compact, and covenants that its officers
8 and agencies shall not hinder, impair, or prevent any other
9 Party carrying out any provision of this Compact.

10 Section 7.2. Alternative Dispute Resolution.

11 1. Desiring that this Compact be carried out in full, the
12 Parties agree that disputes between the Parties regarding
13 interpretation, application and implementation of this Compact
14 shall be settled by alternative dispute resolution.

15 2. The Council, in consultation with the Provinces, shall
16 provide by rule procedures for the resolution of disputes
17 pursuant to this section.

18 Section 7.3. Enforcement.

19 1. Any Person aggrieved by any action taken by the Council
20 pursuant to the authorities contained in this Compact shall be
21 entitled to a hearing before the Council. Any Person aggrieved
22 by a Party action shall be entitled to a hearing pursuant to
23 the relevant Party's administrative procedures and laws. After
24 exhaustion of such administrative remedies, (i) any aggrieved
25 Person shall have the right to judicial review of a Council
26 action in the United States District Courts for the District of
27 Columbia or the District Court in which the Council maintains
28 offices, provided such action is commenced within 90 days; and,
29 (ii) any aggrieved Person shall have the right to judicial
30 review of a Party's action in the relevant Party's court of
31 competent jurisdiction, provided that an action or proceeding
32 for such review is commenced within the time frames provided

1 for by the Party's law. For the purposes of this paragraph, a
2 State or Province is deemed to be an aggrieved Person with
3 respect to any Party action pursuant to this Compact.

4 2. a. Any Party or the Council may initiate actions to
5 compel compliance with the provisions of this Compact, and the
6 rules and regulations promulgated hereunder by the Council.
7 Jurisdiction over such actions is granted to the court of the
8 relevant Party, as well as the United States District Courts
9 for the District of Columbia and the District Court in which
10 the Council maintains offices. The remedies available to any
11 such court shall include, but not be limited to, equitable
12 relief and civil penalties.

13 b. Each Party may issue orders within its respective
14 jurisdiction and may initiate actions to compel compliance with
15 the provisions of its respective statutes and regulations
16 adopted to implement the authorities contemplated by this
17 Compact in accordance with the provisions of the laws adopted
18 in each Party's jurisdiction.

19 3. Any aggrieved Person, Party or the Council may commence
20 a civil action in the relevant Party's courts and
21 administrative systems to compel any Person to comply with this
22 Compact should any such Person, without approval having been
23 given, undertake a New or Increased Withdrawal, Consumptive Use
24 or Diversion that is prohibited or subject to approval pursuant
25 to this Compact.

26 a. No action under this subsection may be commenced if:

27 i. The Originating Party or Council approval for the
28 New or Increased Withdrawal, Consumptive Use or Diversion
29 has been granted; or,

30 ii. The Originating Party or Council has found that the
31 New or Increased Withdrawal, Consumptive Use or Diversion
32 is not subject to approval pursuant to this Compact.

33 b. No action under this subsection may be commenced unless:

34 i. A Person commencing such action has first given 60
35 days prior notice to the Originating Party, the Council and
36 Person alleged to be in noncompliance; and,

1 authorize any injury to private property or invasion of private
2 rights, nor infringement of federal, State or local laws or
3 regulations; nor does it obviate the necessity of obtaining
4 federal assent when necessary.

5 Section 8.2. Relationship to Agreements Concluded by the
6 United States of America.

7 1. Nothing in this Compact is intended to provide nor shall
8 be construed to provide, directly or indirectly, to any Person
9 any right, claim or remedy under any treaty or international
10 agreement nor is it intended to derogate any right, claim, or
11 remedy that already exists under any treaty or international
12 agreement.

13 2. Nothing in this Compact is intended to infringe nor
14 shall be construed to infringe upon the treaty power of the
15 United States of America, nor shall any term hereof be
16 construed to alter or amend any treaty or term thereof that has
17 been or may hereafter be executed by the United States of
18 America.

19 3. Nothing in this Compact is intended to affect nor shall
20 be construed to affect the application of the Boundary Waters
21 Treaty of 1909 whose requirements continue to apply in addition
22 to the requirements of this Compact.

23 Section 8.3. Confidentiality.

24 1. Nothing in this Compact requires a Party to breach
25 confidentiality obligations or requirements prohibiting
26 disclosure, or to compromise security of commercially
27 sensitive or proprietary information.

28 2. A Party may take measures, including but not limited to
29 deletion and redaction, deemed necessary to protect any
30 confidential, proprietary or commercially sensitive
31 information when distributing information to other Parties.
32 The Party shall summarize or paraphrase any such information in
33 a manner sufficient for the Council to exercise its authorities
34 contained in this Compact.

1 Section 8.4. Additional Laws.

2 Nothing in this Compact shall be construed to repeal,
3 modify or qualify the authority of any Party to enact any
4 legislation or enforce any additional conditions and
5 restrictions regarding the management and regulation of Waters
6 within its jurisdiction.

7 Section 8.5. Amendments and Supplements.

8 The provisions of this Compact shall remain in full force
9 and effect until amended by action of the governing bodies of
10 the Parties and consented to and approved by any other
11 necessary authority in the same manner as this Compact is
12 required to be ratified to become effective.

13 Section 8.6. Severability.

14 Should a court of competent jurisdiction hold any part of
15 this Compact to be void or unenforceable, it shall be
16 considered severable from those portions of the Compact capable
17 of continued implementation in the absence of the voided
18 provisions. All other provisions capable of continued
19 implementation shall continue in full force and effect.

20 Section 8.7. Duration of Compact and Termination. Once
21 effective, the Compact shall continue in force and remain
22 binding upon each and every Party unless terminated.

23 This Compact may be terminated at any time by a majority
24 vote of the Parties. In the event of such termination, all
25 rights established under it shall continue unimpaired.

26 ARTICLE 9

27 EFFECTUATION

28 Section 9.1. Repealer.

29 All acts and parts of acts inconsistent with this act are
30 to the extent of such inconsistency hereby repealed.

1 Section 9.2. Effectuation by Chief Executive.

2 The Governor is authorized to take such action as may be
3 necessary and proper in his or her discretion to effectuate the
4 Compact and the initial organization and operation thereunder.

5 Section 9.3. Entire Agreement.

6 The Parties consider this Compact to be complete and an
7 integral whole. Each provision of this Compact is considered
8 material to the entire Compact, and failure to implement or
9 adhere to any provision may be considered a material breach.
10 Unless otherwise noted in this Compact, any change or amendment
11 made to the Compact by any Party in its implementing
12 legislation or by the U.S. Congress when giving its consent to
13 this Compact is not considered effective unless concurred in by
14 all Parties.

15 Section 9.4. Effective Date and Execution.

16 This Compact shall become binding and effective when
17 ratified through concurring legislation by the states of
18 Illinois, Indiana, Michigan, Minnesota, New York, Ohio and
19 Wisconsin and the Commonwealth of Pennsylvania and consented to
20 by the Congress of the United States. This Compact shall be
21 signed and sealed in nine identical original copies by the
22 respective chief executives of the signatory Parties. One such
23 copy shall be filed with the Secretary of State of each of the
24 signatory Parties or in accordance with the laws of the state
25 in which the filing is made, and one copy shall be filed and
26 retained in the archives of the Council upon its organization.
27 The signatures shall be affixed and attested under the
28 following form:

29 In Witness Whereof, and in evidence of the adoption and
30 enactment into law of this Compact by the legislatures of
31 the signatory parties and consent by the Congress of the
32 United States, the respective Governors do hereby, in
33 accordance with the authority conferred by law, sign this

1 Compact in nine duplicate original copies, attested by the
2 respective Secretaries of State, and have caused the seals
3 of the respective states to be hereunto affixed this ____
4 day of (month), (year).".

5 Section 900. Administrator. The Governor, ex officio, is
6 the compact administrator. The Governor shall receive copies of
7 all agreements entered into by the State or its political
8 subdivisions and other states or political subdivisions;
9 consult with, advise, and aid those governmental units in the
10 formulation of such agreements; make any recommendation to the
11 General Assembly, legislatures of other states, and
12 governmental agencies and units as he or she deems desirable to
13 effectuate the purposes of this compact and consult and
14 cooperate with the compact administrators of other party
15 states.

16 Section 905. Enforcement. The Department of Natural
17 Resources and any other appropriate State agency and officer
18 shall, at the direction of the Governor, enforce this compact
19 and do all things appropriate to effect its purpose and intent
20 that is within their respective jurisdiction.

21 Section 999. Effective date. This Act takes effect upon
22 becoming law.