



Executive Committee

**Filed: 3/21/2007**

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LRB095 05252 HLH 32639 a

1 AMENDMENT TO HOUSE BILL 375

2 AMENDMENT NO. \_\_\_\_\_. Amend House Bill 375 by replacing  
3 everything after the enacting clause with the following:

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. Great Lakes-St. Lawrence River Basin Water  
7 Resources Compact. The Governor of this State is authorized to  
8 take such action as may be necessary and proper in his or her  
9 discretion to effectuate the following Compact and the initial  
10 organization and operation thereunder:

11 **AGREEMENT**

12 **Section 1.** The states of Illinois, Indiana, Michigan,  
13 Minnesota, New York, Ohio and Wisconsin and the Commonwealth of

1 Pennsylvania hereby solemnly covenant and agree with each  
2 other, upon enactment of concurrent legislation by the  
3 respective state legislatures and consent by the Congress of  
4 the United States as follows:

5 **GREAT LAKES-ST. LAWRENCE RIVER BASIN WATER RESOURCES**

6 **COMPACT**

7 **ARTICLE 1**

8 **SHORT TITLE, DEFINITIONS, PURPOSES AND DURATION**

9 **Section 1.1. Short Title.** This act shall be known and may  
10 be cited as the "Great Lakes-St. Lawrence River Basin Water  
11 Resources Compact."

12 **Section 1.2. Definitions.** For the purposes of this Compact,  
13 and of any supplemental or concurring legislation enacted  
14 pursuant thereto, except as may be otherwise required by the  
15 context:

16 **Adaptive Management** means a Water resources management  
17 system that provides a systematic process for evaluation,  
18 monitoring and learning from the outcomes of operational  
19 programs and adjustment of policies, plans and programs based  
20 on experience and the evolution of scientific knowledge  
21 concerning Water resources and Water Dependent Natural  
22 Resources.

1           **Agreement** means the Great Lakes-St. Lawrence River Basin  
2 Sustainable Water Resources Agreement.

3           **Applicant** means a Person who is required to submit a  
4 Proposal that is subject to management and regulation under  
5 this Compact. Application has a corresponding meaning.

6           **Basin** or **Great Lakes-St. Lawrence River Basin** means the  
7 watershed of the Great Lakes and the St. Lawrence River  
8 upstream from Trois-Rivières, Québec within the jurisdiction  
9 of the Parties.

10          **Basin Ecosystem** or **Great Lakes-St. Lawrence River Basin**  
11 **Ecosystem** means the interacting components of air, land, Water  
12 and living organisms, including humankind, within the Basin.

13          **Community within a Straddling County** means any  
14 incorporated city, town or the equivalent thereof, that is  
15 located outside the Basin but wholly within a County that lies  
16 partly within the Basin and that is not a Straddling Community.

17          **Compact** means this Compact.

18          **Consumptive Use** means that portion of the Water Withdrawn  
19 or withheld from the Basin that is lost or otherwise not  
20 returned to the Basin due to evaporation, incorporation into  
21 Products, or other processes.

22          **Council** means the Great Lakes-St. Lawrence River Basin  
23 Water Resources Council, created by this Compact.

24          **Council Review** means the collective review by the Council  
25 members as described in Article 4 of this Compact.

26          **County** means the largest territorial division for local

1 government in a State. The County boundaries shall be defined  
2 as those boundaries that exist as of December 13, 2005.

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

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

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

24 **Environmentally Sound and Economically Feasible Water**  
25 **Conservation Measures** mean those measures, methods,  
26 technologies or practices for efficient water use and for

1 reduction of water loss and waste or for reducing a Withdrawal,  
2 Consumptive Use or Diversion that i) are environmentally sound,  
3 ii) reflect best practices applicable to the water use sector,  
4 iii) are technically feasible and available, iv) are  
5 economically feasible and cost effective based on an analysis  
6 that considers direct and avoided economic and environmental  
7 costs and v) consider the particular facilities and processes  
8 involved, taking into account the environmental impact, age of  
9 equipment and facilities involved, the processes employed,  
10 energy impacts and other appropriate factors.

11 **Exception** means a transfer of Water that is excepted under  
12 Section 4.9 from the prohibition against Diversions in Section  
13 4.8.

14 **Exception Standard** means the standard for Exceptions  
15 established in Section 4.9.4.

16 **Intra-Basin Transfer** means the transfer of Water from the  
17 watershed of one of the Great Lakes into the watershed of  
18 another Great Lake.

19 **Measures** means any legislation, law, regulation,  
20 directive, requirement, guideline, program, policy,  
21 administrative practice or other procedure.

22 **New or Increased Diversion** means a new Diversion, an  
23 increase in an existing Diversion, or the alteration of an  
24 existing Withdrawal so that it becomes a Diversion.

25 **New or Increased Withdrawal or Consumptive Use** means a new  
26 Withdrawal or Consumptive Use or an increase in an existing

1 Withdrawal or Consumptive Use.

2 **Originating Party** means the Party within whose  
3 jurisdiction an Application or registration is made or  
4 required.

5 **Party** means a State party to this Compact.

6 **Person** means a human being or a legal person, including a  
7 government or a non-governmental organization, including any  
8 scientific, professional, business, non-profit, or public  
9 interest organization or association that is neither  
10 affiliated with, nor under the direction of a government.

11 **Product** means something produced in the Basin by human or  
12 mechanical effort or through agricultural processes and used in  
13 manufacturing, commercial or other processes or intended for  
14 intermediate or end use consumers. (i) Water used as part of  
15 the packaging of a Product shall be considered to be part of  
16 the Product. (ii) Other than Water used as part of the  
17 packaging of a Product, Water that is used primarily to  
18 transport materials in or out of the Basin is not a Product or  
19 part of a Product. (iii) Except as provided in (i) above, Water  
20 which is transferred as part of a public or private supply is  
21 not a Product or part of a Product. (iv) Water in its natural  
22 state such as in lakes, rivers, reservoirs, aquifers, or water  
23 basins is not a Product.

24 **Proposal** means a Withdrawal, Diversion or Consumptive Use  
25 of Water that is subject to this Compact.

26 **Province** means Ontario or Québec.

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

8           **Regional Body** means the members of the Council and the  
9 Premiers of Ontario and Québec or their designee as established  
10 by the Agreement.

11           **Regional Review** means the collective review by the Regional  
12 Body as described in Article 4 of this Compact.

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

25           **Standard of Review and Decision** means the Exception  
26 Standard, Decision-Making Standard and reviews as outlined in

1 Article 4 of this Compact.

2 **State** means one of the states of Illinois, Indiana,  
3 Michigan, Minnesota, New York, Ohio or Wisconsin or the  
4 Commonwealth of Pennsylvania.

5 **Straddling Community** means any incorporated city, town or  
6 the equivalent thereof, wholly within any County that lies  
7 partly or completely within the Basin, whose corporate boundary  
8 existing as of the effective date of this Compact, is partly  
9 within the Basin or partly within two Great Lakes watersheds.

10 **Technical Review** means a detailed review conducted to  
11 determine whether or not a Proposal that requires Regional  
12 Review under this Compact meets the Standard of Review and  
13 Decision following procedures and guidelines as set out in this  
14 Compact.

15 **Water** means ground or surface water contained within the  
16 Basin.

17 **Water Dependent Natural Resources** means the interacting  
18 components of land, Water and living organisms affected by the  
19 Waters of the Basin.

20 **Waters of the Basin or Basin Water** means the Great Lakes  
21 and all streams, rivers, lakes, connecting channels and other  
22 bodies of water, including tributary groundwater, within the  
23 Basin.

24 **Withdrawal** means the taking of water from surface water or  
25 groundwater. **Withdraw** has a corresponding meaning.



1           **Section 1.3. Findings and Purposes.** The legislative bodies  
2 of the respective Parties hereby find and declare:

3           1. Findings:

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

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

8           c. The Waters of the Basin can concurrently serve  
9 multiple uses. Such multiple uses include municipal,  
10 public, industrial, commercial, agriculture, mining,  
11 navigation, energy development and production, recreation,  
12 the subsistence, economic and cultural activities of  
13 native peoples, Water quality maintenance, and the  
14 maintenance of fish and wildlife habitat and a balanced  
15 ecosystem. And, other purposes are encouraged, recognizing  
16 that such uses are interdependent and must be balanced;

17           d. Future Diversions and Consumptive Uses of Basin  
18 Water resources have the potential to significantly impact  
19 the environment, economy and welfare of the Great Lakes-St.  
20 Lawrence River region;

21           e. Continued sustainable, accessible and adequate  
22 Water supplies for the people and economy of the Basin are  
23 of vital importance; and,

24           f. The Parties have a shared duty to protect, conserve,  
25 restore, improve and manage the renewable but finite Waters  
26 of the Basin for the use, benefit and enjoyment of all

1 their citizens, including generations yet to come. The most  
2 effective means of protecting, conserving, restoring,  
3 improving and managing the Basin Waters is through the  
4 joint pursuit of unified and cooperative principles,  
5 policies and programs mutually agreed upon, enacted and  
6 adhered to by all Parties.

7 2. Purposes:

8 a. To act together to protect, conserve, restore,  
9 improve and effectively manage the Waters and Water  
10 Dependent Natural Resources of the Basin under appropriate  
11 arrangements for intergovernmental cooperation and  
12 consultation because current lack of full scientific  
13 certainty should not be used as a reason for postponing  
14 measures to protect the Basin Ecosystem;

15 b. To remove causes of present and future  
16 controversies;

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

19 d. To facilitate consistent approaches to Water  
20 management across the Basin while retaining State  
21 management authority over Water management decisions  
22 within the Basin;

23 e. To facilitate the exchange of data, strengthen the  
24 scientific information base upon which decisions are made  
25 and engage in consultation on the potential effects of  
26 proposed Withdrawals and losses on the Waters and Water

1 Dependent Natural Resources of the Basin;

2 f. To prevent significant adverse impacts of  
3 Withdrawals and losses on the Basin's ecosystems and  
4 watersheds;

5 g. To promote interstate and State-Provincial comity;  
6 and,

7 h. To promote an Adaptive Management approach to the  
8 conservation and management of Basin Water resources,  
9 which recognizes, considers and provides adjustments for  
10 the uncertainties in, and evolution of, scientific  
11 knowledge concerning the Basin's Waters and Water  
12 Dependent Natural Resources.

13 **Section 1.4. Science.**

14 1. The Parties commit to provide leadership for the  
15 development of a collaborative strategy with other regional  
16 partners to strengthen the scientific basis for sound Water  
17 management decision making under this Compact.

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

20 a. An improved understanding of the individual and  
21 Cumulative Impacts of Withdrawals from various locations  
22 and Water sources on the Basin Ecosystem and to develop a  
23 mechanism by which impacts of Withdrawals may be assessed;

24 b. The periodic assessment of Cumulative Impacts of  
25 Withdrawals, Diversions and Consumptive Uses on a Great

1 Lake and St. Lawrence River watershed basis;

2 c. Improved scientific understanding of the Waters of  
3 the Basin;

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

6 e. The development, transfer and application of  
7 science and research related to Water conservation and  
8 Water use efficiency.

9 **ARTICLE 2**

10 **ORGANIZATION**

11 **Section 2.1. Council Created.**

12 The Great Lakes-St. Lawrence River Basin Water Resources  
13 Council is hereby created as a body politic and corporate, with  
14 succession for the duration of this Compact, as an agency and  
15 instrumentality of the governments of the respective Parties.

16 **Section 2.2. Council Membership.**

17 The Council shall consist of the Governors of the Parties,  
18 ex officio.

19 **Section 2.3. Alternates.**

20 Each member of the Council shall appoint at least one  
21 alternate who may act in his or her place and stead, with  
22 authority to attend all meetings of the Council and with power

1 to vote in the absence of the member. Unless otherwise provided  
2 by law of the Party for which he or she is appointed, each  
3 alternate shall serve during the term of the member appointing  
4 him or her, subject to removal at the pleasure of the member.  
5 In the event of a vacancy in the office of alternate, it shall  
6 be filled in the same manner as an original appointment for the  
7 unexpired term only.

#### 8 **Section 2.4. Voting.**

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

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

13 3. The Council shall annually adopt a budget for each  
14 fiscal year and the amount required to balance the budget shall  
15 be apportioned equitably among the Parties by unanimous vote of  
16 the Council. The appropriation of such amounts shall be subject  
17 to such review and approval as may be required by the budgetary  
18 processes of the respective Parties.

19 4. The participation of Council members from a majority of  
20 the Parties shall constitute a quorum for the transaction of  
21 business at any meeting of the Council.

#### 22 **Section 2.5. Organization and Procedure.**

23 The Council shall provide for its own organization and  
24 procedure, and may adopt rules and regulations governing its

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

11 **Section 2.6. Use of Existing Offices and Agencies.**

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

19 1. Advise, consult, contract, assist or otherwise  
20 cooperate with any and all such agencies;

21 2. Employ any other agency or instrumentality of any of the  
22 Parties for any purpose; and,

23 3. Develop and adopt plans consistent with the Water  
24 resources plans of the Parties.

1           **Section 2.7. Jurisdiction.**

2           The Council shall have, exercise and discharge its  
3 functions, powers and duties within the limits of the Basin.  
4 Outside the Basin, it may act in its discretion, but only to  
5 the extent such action may be necessary or convenient to  
6 effectuate or implement its powers or responsibilities within  
7 the Basin and subject to the consent of the jurisdiction  
8 wherein it proposes to act.

9           **Section 2.8. Status, Immunities and Privileges.**

10          1. The Council, its members and personnel in their official  
11 capacity and when engaged directly in the affairs of the  
12 Council, its property and its assets, wherever located and by  
13 whomsoever held, shall enjoy the same immunity from suit and  
14 every form of judicial process as is enjoyed by the Parties,  
15 except to the extent that the Council may expressly waive its  
16 immunity for the purposes of any proceedings or by the terms of  
17 any contract.

18          2. The property and assets of the Council, wherever located  
19 and by whomsoever held, shall be considered public property and  
20 shall be immune from search, requisition, confiscation,  
21 expropriation or any other form of taking or foreclosure by  
22 executive or legislative action.

23          3. The Council, its property and its assets, income and the  
24 operations it carries out pursuant to this Compact shall be  
25 immune from all taxation by or under the authority of any of

1 the Parties or any political subdivision thereof; provided,  
2 however, that in lieu of property taxes the Council may make  
3 reasonable payments to local taxing districts in annual amounts  
4 which shall approximate the taxes lawfully assessed upon  
5 similar property.

6 **Section 2.9. Advisory Committees.**

7 The Council may constitute and empower advisory  
8 committees, which may be comprised of representatives of the  
9 public and of federal, State, tribal, county and local  
10 governments, water resources agencies, water-using industries  
11 and sectors, water-interest groups and academic experts in  
12 related fields.

13

**ARTICLE 3**

14

**GENERAL POWERS AND DUTIES**

15 **Section 3.1. General.**

16 The Waters and Water Dependent Natural Resources of the  
17 Basin are subject to the sovereign right and responsibilities  
18 of the Parties, and it is the purpose of this Compact to  
19 provide for joint exercise of such powers of sovereignty by the  
20 Council in the common interests of the people of the region, in  
21 the manner and to the extent provided in this Compact. The  
22 Council and the Parties shall use the Standard of Review and  
23 Decision and procedures contained in or adopted pursuant to



1 this Compact as the means to exercise their authority under  
2 this Compact.

3 The Council may revise the Standard of Review and Decision,  
4 after consultation with the Provinces and upon unanimous vote  
5 of all Council members, by regulation duly adopted in  
6 accordance with Section 3.3 of this Compact and in accordance  
7 with each Party's respective statutory authorities and  
8 applicable procedures.

9 The Council shall identify priorities and develop plans and  
10 policies relating to Basin Water resources. It shall adopt and  
11 promote uniform and coordinated policies for Water resources  
12 conservation and management in the Basin.

### 13 **Section 3.2. Council Powers.**

14 The Council may: plan; conduct research and collect,  
15 compile, analyze, interpret, report and disseminate data on  
16 Water resources and uses; forecast Water levels; conduct  
17 investigations; institute court actions; design, acquire,  
18 construct, reconstruct, own, operate, maintain, control, sell  
19 and convey real and personal property and any interest therein  
20 as it may deem necessary, useful or convenient to carry out the  
21 purposes of this Compact; make contracts; receive and accept  
22 such payments, appropriations, grants, gifts, loans, advances  
23 and other funds, properties and services as may be transferred  
24 or made available to it by any Party or by any other public or  
25 private agency, corporation or individual; and, exercise such

1 other and different powers as may be delegated to it by this  
2 Compact or otherwise pursuant to law, and have and exercise all  
3 powers necessary or convenient to carry out its express powers  
4 or which may be reasonably implied therefrom.

5 **Section 3.3. Rules and Regulations.**

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

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

20 **Section 3.4. Program Review and Findings.**

21 1. Each Party shall submit a report to the Council and the  
22 Regional Body detailing its Water management and conservation  
23 and efficiency programs that implement this Compact. The report  
24 shall set out the manner in which Water Withdrawals are managed

1 by sector, Water source, quantity or any other means, and how  
2 the provisions of the Standard of Review and Decision and  
3 conservation and efficiency programs are implemented. The  
4 first report shall be provided by each Party one year from the  
5 effective date of this Compact and thereafter every 5 years.

6 2. The Council, in cooperation with the Provinces, shall  
7 review its Water management and conservation and efficiency  
8 programs and those of the Parties that are established in this  
9 Compact and make findings on whether the Water management  
10 program provisions in this Compact are being met, and if not,  
11 recommend options to assist the Parties in meeting the  
12 provisions of this Compact. Such review shall take place:

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

15 b. Every five years after the effective date of this  
16 Compact; and,

17 c. At any other time at the request of one of the  
18 Parties.

19 3. As one of its duties and responsibilities, the Council  
20 may recommend a range of approaches to the Parties with respect  
21 to the development, enhancement and application of Water  
22 management and conservation and efficiency programs to  
23 implement the Standard of Review and Decision reflecting  
24 improved scientific understanding of the Waters of the Basin,  
25 including groundwater, and the impacts of Withdrawals on the  
26 Basin Ecosystem.

1 **ARTICLE 4**

2 **WATER MANAGEMENT AND REGULATION**

3 **Section 4.1. Water Resources Inventory, Registration and**  
4 **Reporting.**

5 1. Within five years of the effective date of this Compact,  
6 each Party shall develop and maintain a Water resources  
7 inventory for the collection, interpretation, storage,  
8 retrieval exchange, and dissemination of information  
9 concerning the Water resources of the Party, including, but not  
10 limited to, information on the location, type, quantity, and  
11 use of those resources and the location, type, and quantity of  
12 Withdrawals, Diversions and Consumptive Uses. To the extent  
13 feasible, the Water resources inventory shall be developed in  
14 cooperation with local, State, federal, tribal and other  
15 private agencies and entities, as well as the Council. Each  
16 Party's agencies shall cooperate with that Party in the  
17 development and maintenance of the inventory.

18 2. The Council shall assist each Party to develop a common  
19 base of data regarding the management of the Water Resources of  
20 the Basin and to establish systematic arrangements for the  
21 exchange of those data with other States and Provinces.

22 3. To develop and maintain a compatible base of Water use  
23 information, within five years of the effective date of this  
24 Compact any Person who Withdraws Water in an amount of 100,000

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

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

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

1           6. Information gathered by the Parties pursuant to this  
2 Section shall be used to improve the sources and applications  
3 of scientific information regarding the Waters of the Basin and  
4 the impacts of the Withdrawals and Diversions from various  
5 locations and Water sources on the Basin Ecosystem, and to  
6 better understand the role of groundwater in the Basin. The  
7 Council and the Parties shall coordinate the collection and  
8 application of scientific information to further develop a  
9 mechanism by which individual and Cumulative Impacts of  
10 Withdrawals, Consumptive Uses and Diversions shall be  
11 assessed.

12           **Section 4.2. Water Conservation and Efficiency Programs.**

13           1. The Council commits to identify, in cooperation with the  
14 Provinces, Basin-wide Water conservation and efficiency  
15 objectives to assist the Parties in developing their Water  
16 conservation and efficiency program. These objectives are  
17 based on the goals of:

18           a. Ensuring improvement of the Waters and Water  
19           Dependent Natural Resources;

20           b. Protecting and restoring the hydrologic and  
21           ecosystem integrity of the Basin;

22           c. Retaining the quantity of surface water and  
23           groundwater in the Basin;

24           d. Ensuring sustainable use of Waters of the Basin;

25           and,

1 e. Promoting the efficiency of use and reducing losses  
2 and waste of Water.

3 2. Within two years of the effective date of this Compact,  
4 each Party shall develop its own Water conservation and  
5 efficiency goals and objectives consistent with the Basin-wide  
6 goals and objectives, and shall develop and implement a Water  
7 conservation and efficiency program, either voluntary or  
8 mandatory, within its jurisdiction based on the Party's goals  
9 and objectives. Each Party shall annually assess its programs  
10 in meeting the Party's goals and objectives, report to the  
11 Council and the Regional Body and make this annual assessment  
12 available to the public.

13 3. Beginning five years after the effective date of this  
14 Compact, and every five years thereafter, the Council, in  
15 cooperation with the Provinces, shall review and modify as  
16 appropriate the Basin-wide objectives, and the Parties shall  
17 have regard for any such modifications in implementing their  
18 programs. This assessment will be based on examining new  
19 technologies, new patterns of Water use, new resource demands  
20 and threats, and Cumulative Impact assessment under Section  
21 4.15.

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

- 25 a. Measures that promote efficient use of Water;  
26 b. Identification and sharing of best management

1 practices and state of the art conservation and efficiency  
2 technologies;

3 c. Application of sound planning principles;

4 d. Demand-side and supply-side Measures or incentives;  
5 and,

6 e. Development, transfer and application of science  
7 and research.

8 5. Each Party shall implement in accordance with paragraph  
9 2 above a voluntary or mandatory Water conservation program for  
10 all, including existing, Basin Water users. Conservation  
11 programs need to adjust to new demands and the potential  
12 impacts of cumulative effects and climate.

### 13 **Section 4.3. Party Powers and Duties.**

14 1. Each Party, within its jurisdiction, shall manage and  
15 regulate New or Increased Withdrawals, Consumptive Uses and  
16 Diversions, including Exceptions, in accordance with this  
17 Compact.

18 2. Each Party shall require an Applicant to submit an  
19 Application in such manner and with such accompanying  
20 information as the Party shall prescribe.

21 3. No Party may approve a Proposal if the Party determines  
22 that the Proposal is inconsistent with this Compact or the  
23 Standard of Review and Decision or any implementing rules or  
24 regulations promulgated thereunder. The Party may approve,  
25 approve with modifications or disapprove any Proposal



1 depending on the Proposal's consistency with this Compact and  
2 the Standard of Review and Decision.

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

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

15 **Section 4.4. Requirement for Originating Party Approval.**

16 No Proposal subject to management and regulation under this  
17 Compact shall hereafter be undertaken by any Person unless it  
18 shall have been approved by the Originating Party.

19 **Section 4.5. Regional Review.**

20 1. *General.*

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

24 b. Unless the Applicant or the Originating Party

1 otherwise requests, it shall be the goal of the Regional  
2 Body to conclude its review no later than 90 days after  
3 notice under Section 4.5.2 of such Proposal is received  
4 from the Originating Party.

5 c. Proposals for Exceptions subject to Regional Review  
6 shall be submitted by the Originating Party to the Regional  
7 Body for Regional Review, and where applicable, to the  
8 Council for concurrent review.

9 d. The Parties agree that the protection of the  
10 integrity of the Great Lakes - St. Lawrence River Basin  
11 Ecosystem shall be the overarching principle for reviewing  
12 Proposals subject to Regional Review, recognizing  
13 uncertainties with respect to demands that may be placed on  
14 Basin Water, including groundwater, levels and flows of the  
15 Great Lakes and the St. Lawrence River, future changes in  
16 environmental conditions, the reliability of existing data  
17 and the extent to which Diversions may harm the integrity  
18 of the Basin Ecosystem.

19 e. The Originating Party shall have lead  
20 responsibility for coordinating information for resolution  
21 of issues related to evaluation of a Proposal, and shall  
22 consult with the Applicant throughout the Regional Review  
23 Process.

24 f. A majority of the members of the Regional Body may  
25 request Regional Review of a regionally significant or  
26 potentially precedent setting Proposal. Such Regional

1 Review must be conducted, to the extent possible, within  
2 the time frames set forth in this Section. Any such  
3 Regional Review shall be undertaken only after consulting  
4 the Applicant.

5 *2. Notice from Originating Party to the Regional Body.*

6 a. The Originating Party shall determine if a Proposal  
7 is subject to Regional Review. If so, the Originating Party  
8 shall provide timely notice to the Regional Body and the  
9 public.

10 b. Such notice shall not be given unless and until all  
11 information, documents and the Originating Party's  
12 Technical Review needed to evaluate whether the Proposal  
13 meets the Standard of Review and Decision have been  
14 provided.

15 c. An Originating Party may:

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

18 ii. Request Regional Review of an application,  
19 even if Regional Review is not required. Any such  
20 Regional Review shall be undertaken only after  
21 consulting the Applicant.

22 d. An Originating Party may provide preliminary notice  
23 of a potential Proposal.

24 *3. Public Participation.*

25 a. To ensure adequate public participation, the  
26 Regional Body shall adopt procedures for the review of

1           Proposals that are subject to Regional Review in accordance  
2           with this Article.

3           b. The Regional Body shall provide notice to the public  
4           of a Proposal undergoing Regional Review. Such notice shall  
5           indicate that the public has an opportunity to comment in  
6           writing to the Regional Body on whether the Proposal meets  
7           the Standard of Review and Decision.

8           c. The Regional Body shall hold a public meeting in the  
9           State or Province of the Originating Party in order to  
10          receive public comment on the issue of whether the Proposal  
11          under consideration meets the Standard of Review and  
12          Decision.

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

15          e. The Regional Body shall forward the comments it  
16          receives to the Originating Party.

17          4. *Technical Review.*

18          a. The Originating Party shall provide the Regional  
19          Body with its Technical Review of the Proposal under  
20          consideration.

21          b. The Originating Party's Technical Review shall  
22          thoroughly analyze the Proposal and provide an evaluation  
23          of the Proposal sufficient for a determination of whether  
24          the Proposal meets the Standard of Review and Decision.

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

1 Review.

2 d. At the request of the majority of its members, the  
3 Regional Body shall make such arrangements as it considers  
4 appropriate for an independent Technical Review of a  
5 Proposal.

6 e. All Parties shall exercise their best efforts to  
7 ensure that a Technical Review undertaken under Sections  
8 4.5.4.c and 4.5.4.d does not unnecessarily delay the  
9 decision by the Originating Party on the Application.  
10 Unless the Applicant or the Originating Party otherwise  
11 requests, all Technical Reviews shall be completed no later  
12 than 60 days after the date the notice of the Proposal was  
13 given to the Regional Body.

14 *5. Declaration of Finding.*

15 a. The Regional Body shall meet to consider a Proposal.  
16 The Applicant shall be provided with an opportunity to  
17 present the Proposal to the Regional Body at such time.

18 b. The Regional Body, having considered the notice, the  
19 Originating Party's Technical Review, any other  
20 independent Technical Review that is made, any comments or  
21 objections including the analysis of comments made by the  
22 public, First Nations and federally recognized Tribes, and  
23 any other information that is provided under this Compact  
24 shall issue a Declaration of Finding that the Proposal  
25 under consideration:

26 i. Meets the Standard of Review and Decision;

1           ii. Does not meet the Standard of Review and  
2           Decision; or,

3           iii. Would meet the Standard of Review and Decision  
4           if certain conditions were met.

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

7           d. The Parties recognize and affirm that it is  
8           preferable for all members of the Regional Body to agree  
9           whether the Proposal meets the Standard of Review and  
10          Decision.

11          e. If the members of the Regional Body who participate  
12          in the Declaration of Finding all agree, they shall issue a  
13          written Declaration of Finding with consensus.

14          f. In the event that the members cannot agree, the  
15          Regional Body shall make every reasonable effort to achieve  
16          consensus within 25 days.

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

20          h. The Regional Body shall release the Declarations of  
21          Finding to the public.

22          i. The Originating Party and the Council shall consider  
23          the Declaration of Finding before making a decision on the  
24          Proposal.

25          **Section 4.6. Proposals Subject to Prior Notice.**

1           1. Beginning no later than five years of the effective date  
2 of this Compact, the Originating Party shall provide all  
3 Parties and the Provinces with detailed and timely notice and  
4 an opportunity to comment within 90 days on any Proposal for a  
5 New or Increased Consumptive Use of 5 million gallons per day  
6 or greater average in any 90- day period. Comments shall  
7 address whether or not the Proposal is consistent with the  
8 Standard of Review and Decision. The Originating Party shall  
9 provide a response to any such comment received from another  
10 Party.

11           2. A Party may provide notice, an opportunity to comment  
12 and a response to comments even if this is not required under  
13 paragraph 1 of this Section. Any provision of such notice and  
14 opportunity to comment shall be undertaken only after  
15 consulting the Applicant.

16           **Section 4.7. Council Actions.**

17           1. Proposals for Exceptions subject to Council Review shall  
18 be submitted by the Originating Party to the Council for  
19 Council Review, and where applicable, to the Regional Body for  
20 concurrent review.

21           2. The Council shall review and take action on Proposals in  
22 accordance with this Compact and the Standard of Review and  
23 Decision. The Council shall not take action on a Proposal  
24 subject to Regional Review pursuant to this Compact unless the  
25 Proposal shall have been first submitted to and reviewed by the

1 Regional Body. The Council shall consider any findings  
2 resulting from such review.

3 **Section 4.8. Prohibition of New or Increased Diversions.**

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

6 **Section 4.9. Exceptions to the Prohibition of Diversions.**

7 1. *Straddling Communities.* A Proposal to transfer Water to  
8 an area within a Straddling Community but outside the Basin or  
9 outside the source Great Lake Watershed shall be excepted from  
10 the prohibition against Diversions and be managed and regulated  
11 by the Originating Party provided that, regardless of the  
12 volume of Water transferred, all the Water so transferred shall  
13 be used solely for Public Water Supply Purposes within the  
14 Straddling Community, and:

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

20 i. Is part of a water supply or wastewater  
21 treatment system that combines water from inside and  
22 outside of the Basin;

23 ii. Is treated to meet applicable water quality  
24 discharge standards and to prevent the introduction of



1           invasive species into the Basin;

2           iii. Maximizes the portion of water returned to the  
3           Source Watershed as Basin Water and minimizes the  
4           surface water or groundwater from outside the Basin;

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

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

13          2. *Intra-Basin Transfer.* A Proposal for an Intra-Basin  
14          Transfer that would be considered a Diversion under this  
15          Compact, and not already excepted pursuant to paragraph 1 of  
16          this Section, shall be excepted from the prohibition against  
17          Diversions, provided that:

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

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

1 average over any 90-day period:

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

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

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

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

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

23 ii. The Applicant shall demonstrate that there is  
24 no feasible, cost effective, and environmentally sound  
25 water supply alternative within the Great Lake  
26 watershed to which the Water will be transferred,

1 including conservation of existing water supplies;

2 iii. The Proposal undergoes Regional Review; and,

3 iv. The Proposal is approved by the Council.

4 Council approval shall be given unless one or more  
5 Council Members vote to disapprove.

6 3. *Straddling Counties.* A Proposal to transfer Water to a  
7 Community within a Straddling County that would be considered a  
8 Diversion under this Compact shall be excepted from the  
9 prohibition against Diversions, provided that it satisfies all  
10 of the following conditions:

11 a. The Water shall be used solely for the Public Water  
12 Supply Purposes of the Community within a Straddling County  
13 that is without adequate supplies of potable water;

14 b. The Proposal meets the Exception Standard,  
15 maximizing the portion of water returned to the Source  
16 Watershed as Basin Water and minimizing the surface water  
17 or groundwater from outside the Basin;

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

21 d. There is no reasonable water supply alternative  
22 within the basin in which the community is located,  
23 including conservation of existing water supplies;

24 e. Caution shall be used in determining whether or not  
25 the Proposal meets the conditions for this Exception. This  
26 Exception should not be authorized unless it can be shown

1 that it will not endanger the integrity of the Basin  
2 Ecosystem;

3 f. The Proposal undergoes Regional Review; and,

4 g. The Proposal is approved by the Council. Council  
5 approval shall be given unless one or more Council Members  
6 vote to disapprove.

7 A Proposal must satisfy all of the conditions listed above.  
8 Further, substantive consideration will also be given to  
9 whether or not the Proposal can provide sufficient  
10 scientifically based evidence that the existing water supply is  
11 derived from groundwater that is hydrologically interconnected  
12 to Waters of the Basin.

13 4. *Exception Standard.* Proposals subject to management and  
14 regulation in this Section shall be declared to meet this  
15 Exception Standard and may be approved as appropriate only when  
16 the following criteria are met:

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

20 b. The Exception will be limited to quantities that are  
21 considered reasonable for the purposes for which it is  
22 proposed;

23 c. All Water Withdrawn shall be returned, either  
24 naturally or after use, to the Source Watershed less an  
25 allowance for Consumptive Use. No surface water or  
26 groundwater from the outside the Basin may be used to

1 satisfy any portion of this criterion except if it:

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

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

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

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

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

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

1           **Section 4.10. Management and Regulation of New or Increased**  
2 **Withdrawals and Consumptive Uses.**

3           1. Within five years of the effective date of this Compact,  
4 each Party shall create a program for the management and  
5 regulation of New or Increased Withdrawals and Consumptive Uses  
6 by adopting and implementing Measures consistent with the  
7 Decision-Making Standard. Each Party, through a considered  
8 process, shall set and may modify threshold levels for the  
9 regulation of New or Increased Withdrawals in order to assure  
10 an effective and efficient Water management program that will  
11 ensure that uses overall are reasonable, that Withdrawals  
12 overall will not result in significant impacts to the Waters  
13 and Water Dependent Natural Resources of the Basin, determined  
14 on the basis of significant impacts to the physical, chemical,  
15 and biological integrity of Source Watersheds, and that all  
16 other objectives of the Compact are achieved. Each Party may  
17 determine the scope and thresholds of its program, including  
18 which New or Increased Withdrawals and Consumptive Uses will be  
19 subject to the program.

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

26           3. The Parties intend programs for New or Increased

1 Withdrawals and Consumptive Uses to evolve as may be necessary  
2 to protect Basin Waters. Pursuant to Section 3.4, the Council,  
3 in cooperation with the Provinces, shall periodically assess  
4 the Water management programs of the Parties. Such assessments  
5 may produce recommendations for the strengthening of the  
6 programs, including without limitation, establishing lower  
7 thresholds for management and regulation in accordance with the  
8 Decision-Making Standard.

9 **Section 4.11. Decision-Making Standard.** Proposals subject  
10 to management and regulation in Section 4.10 shall be declared  
11 to meet this Decision-Making Standard and may be approved as  
12 appropriate only when the following criteria are met:

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

16 2. The Withdrawal or Consumptive Use will be implemented so  
17 as to ensure that the Proposal will result in no significant  
18 individual or cumulative adverse impacts to the quantity or  
19 quality of the Waters and Water Dependent Natural Resources and  
20 the applicable Source Watershed;

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

24 4. The Withdrawal or Consumptive Use will be implemented so  
25 as to ensure that it is in compliance with all applicable

1 municipal, State and federal laws as well as regional  
2 interstate and international agreements, including the  
3 Boundary Waters Treaty of 1909;

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

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

9 b. If the Proposal is for an increased Withdrawal or  
10 Consumptive use, whether efficient use is made of existing  
11 water supplies;

12 c. The balance between economic development, social  
13 development and environmental protection of the proposed  
14 Withdrawal and use and other existing or planned  
15 withdrawals and water uses sharing the water source;

16 d. The supply potential of the water source,  
17 considering quantity, quality, and reliability and safe  
18 yield of hydrologically interconnected water sources;

19 e. The probable degree and duration of any adverse  
20 impacts caused or expected to be caused by the proposed  
21 Withdrawal and use under foreseeable conditions, to other  
22 lawful consumptive or non-consumptive uses of water or to  
23 the quantity or quality of the Waters and Water Dependent  
24 Natural Resources of the Basin, and the proposed plans and  
25 arrangements for avoidance or mitigation of such impacts;  
26 and,



1           f. If a Proposal includes restoration of hydrologic  
2           conditions and functions of the Source Watershed, the Party  
3           may consider that.

4           **Section 4.12. Applicability.**

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

12          2. *Baseline.*

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

17                  i. A list of existing Withdrawal approvals as of  
18                  the effective date of the Compact;

19                  ii. A list of the capacity of existing systems as  
20                  of the effective date of this Compact. The capacity of  
21                  the existing systems should be presented in terms of  
22                  Withdrawal capacity, treatment capacity, distribution  
23                  capacity, or other capacity limiting factors. The  
24                  capacity of the existing systems must represent the  
25                  state of the systems. Existing capacity determinations

1           shall be based upon approval limits or the most  
2           restrictive capacity information.

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

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

10          3. *Timing of Additional Applications.* Applications for New  
11          or Increased Withdrawals, Consumptive Uses or Exceptions shall  
12          be considered cumulatively within ten years of any application.

13          4. *Change of Ownership.* Unless a new owner proposes a  
14          project that shall result in a Proposal for a New or Increased  
15          Diversion or Consumptive Use subject to Regional Review or  
16          Council approval, the change of ownership in and of itself  
17          shall not require Regional Review or Council approval.

18          5. *Groundwater.* The Basin surface water divide shall be  
19          used for the purpose of managing and regulating New or  
20          Increased Diversions, Consumptive Uses or Withdrawals of  
21          surface water and groundwater.

22          6. *Withdrawal Systems.* The total volume of surface water  
23          and groundwater resources that supply a common distribution  
24          system shall determine the volume of a Withdrawal, Consumptive  
25          Use or Diversion.

26          7. *Connecting Channels.* The watershed of each Great Lake

1 shall include its upstream and downstream connecting channels.

2 8. *Transmission in Water Lines.* Transmission of Water  
3 within a line that extends outside the Basin as it conveys  
4 Water from one point to another within the Basin shall not be  
5 considered a Diversion if none of the Water is used outside the  
6 Basin.

7 9. *Hydrologic Units.* The Lake Michigan and Lake Huron  
8 watersheds shall be considered to be a single hydrologic unit  
9 and watershed.

10 10. *Bulk Water Transfer.* A Proposal to Withdraw Water and  
11 to remove it from the Basin in any container greater than 5.7  
12 gallons shall be treated under this Compact in the same manner  
13 as a Proposal for a Diversion. Each Party shall have the  
14 discretion, within its jurisdiction, to determine the  
15 treatment of Proposals to Withdraw Water and to remove it from  
16 the Basin in any container of 5.7 gallons or less.

17 **Section 4.13. Exemptions.** Withdrawals from the Basin for the  
18 following purposes are exempt from the requirements of Article  
19 4.

20 1. To supply vehicles, including vessels and aircraft,  
21 whether for the needs of the persons or animals being  
22 transported or for ballast or other needs related to the  
23 operation of the vehicles.

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

1 purposes.

2 **Section 4.14. U.S. Supreme Court Decree:** *Wisconsin et al.*  
3 *v. Illinois et al.*

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

18 2. The Parties acknowledge that the United States Supreme  
19 Court decree in *Wisconsin et al. v. Illinois et al.* shall  
20 continue in full force and effect, that this Compact shall not  
21 modify any terms thereof, and that this Compact shall grant the  
22 parties no additional rights, obligations, remedies or  
23 defenses thereto. The Parties specifically acknowledge that  
24 this Compact shall not prohibit or limit the State of Illinois  
25 in any manner from seeking additional Basin Water as allowed

1 under the terms of the United States Supreme Court decree in  
2 *Wisconsin et al. v. Illinois et al.*, any other party from  
3 objecting to any request by the State of Illinois for  
4 additional Basin Water under the terms of said decree, or any  
5 party from seeking any other type of modification to said  
6 decree. If an application is made by any party to the Supreme  
7 Court of the United States to modify said decree, the Parties  
8 to this Compact who are also parties to the decree shall seek  
9 formal input from the Canadian Provinces of Ontario and Québec,  
10 with respect to the proposed modification, use best efforts to  
11 facilitate the appropriate participation of said Provinces in  
12 the proceedings to modify the decree, and shall not  
13 unreasonably impede or restrict such participation.

14 3. With the exception of Paragraph 5 of this Section,  
15 because current, New or Increased Withdrawals, Consumptive  
16 Uses and Diversions of Basin Water by the State of Illinois are  
17 not subject to the terms of this Compact, the State of Illinois  
18 is prohibited from using any term of this Compact, including  
19 Section 4.9, to seek New or Increased Withdrawals, Consumptive  
20 Uses or Diversions of Basin Water.

21 4. With the exception of Paragraph 5 of this Section,  
22 because Sections 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11,  
23 4.12 (Paragraphs 1, 2, 3, 4, 6 and 10 only), and 4.13 of this  
24 Compact all relate to current, New or Increased Withdrawals,  
25 Consumptive Uses and Diversions of Basin Waters, said  
26 provisions do not apply to the State of Illinois. All other

1 provisions of this Compact not listed in the preceding sentence  
2 shall apply to the State of Illinois, including the Water  
3 Conservation Programs provision of Section 4.2.

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

9 6. For purposes of the State of Illinois' participation in  
10 this Compact, the entirety of this Section 4.14 is necessary  
11 for the continued implementation of this Compact and, if  
12 severed, this Compact shall no longer be binding on or  
13 enforceable by or against the State of Illinois.

14 **Section 4.15. Assessment of Cumulative Impacts.**

15 1. The Parties in cooperation with the Provinces shall  
16 collectively conduct within the Basin, on a Lake watershed and  
17 St. Lawrence River Basin basis, a periodic assessment of the  
18 Cumulative Impacts of Withdrawals, Diversions and Consumptive  
19 Uses from the Waters of the Basin, every 5 years or each time  
20 the incremental Basin Water losses reach 50 million gallons per  
21 day average in any 90-day period in excess of the quantity at  
22 the time of the most recent assessment, whichever comes first,  
23 or at the request of one or more of the Parties. The assessment  
24 shall form the basis for a review of the Standard of Review and  
25 Decision, Council and Party regulations and their application.

1 This assessment shall:

2 a. Utilize the most current and appropriate guidelines  
3 for such a review, which may include but not be limited to  
4 Council on Environmental Quality and Environment Canada  
5 guidelines;

6 b. Give substantive consideration to climate change or  
7 other significant threats to Basin Waters and take into  
8 account the current state of scientific knowledge, or  
9 uncertainty, and appropriate Measures to exercise caution  
10 in cases of uncertainty if serious damage may result;

11 c. Consider adaptive management principles and  
12 approaches, recognizing, considering and providing  
13 adjustments for the uncertainties in, and evolution of  
14 science concerning the Basin's water resources, watersheds  
15 and ecosystems, including potential changes to Basin-wide  
16 processes, such as lake level cycles and climate.

17 2. The Parties have the responsibility of conducting this  
18 Cumulative Impact assessment. Applicants are not required to  
19 participate in this assessment.

20 3. Unless required by other statutes, Applicants are not  
21 required to conduct a separate cumulative impact assessment in  
22 connection with an Application but shall submit information  
23 about the potential impacts of a Proposal to the quantity or  
24 quality of the Waters and Water Dependent Natural Resources of  
25 the applicable Source Watershed. An Applicant may, however,  
26 provide an analysis of how their Proposal meets the no

1 significant adverse Cumulative Impact provision of the  
2 Standard of Review and Decision.

3 **ARTICLE 5**

4 **TRIBAL CONSULTATION**

5 **Section 5.1. Consultation with Tribes.**

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

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



1 Review.

2 3. In addition to the specific consultation mechanisms  
3 described above, the Council shall seek to establish mutually  
4 agreed upon mechanisms or processes to facilitate dialogue  
5 with, and input from federally recognized Tribes on matters to  
6 be dealt with by the Council; and, the Council shall seek to  
7 establish mechanisms and processes with federally recognized  
8 Tribes designed to facilitate on-going scientific and  
9 technical interaction and data exchange regarding matters  
10 falling within the scope of this Compact. This may include  
11 participation of tribal representatives on advisory committees  
12 established under this Compact or such other processes that are  
13 mutually-agreed upon with federally recognized Tribes  
14 individually or through duly-authorized intertribal agencies  
15 or bodies.

16 **ARTICLE 6**

17 **PUBLIC PARTICIPATION**

18 **Section 6.1. Meetings, Public Hearings and Records.**

19 1. The Parties recognize the importance and necessity of  
20 public participation in promoting management of the Water  
21 Resources of the Basin. Consequently, all meetings of the  
22 Council shall be open to the public, except with respect to  
23 issues of personnel.

24 2. The minutes of the Council shall be a public record open

1 to inspection at its offices during regular business hours.

2 **Section 6.2. Public Participation.**

3 It is the intent of the Council to conduct public  
4 participation processes concurrently and jointly with  
5 processes undertaken by the Parties and through Regional  
6 Review. To ensure adequate public participation, each Party or  
7 the Council shall ensure procedures for the review of Proposals  
8 subject to the Standard of Review and Decision consistent with  
9 the following requirements:

10 1. Provide public notification of receipt of all  
11 Applications and a reasonable opportunity for the public to  
12 submit comments before Applications are acted upon.

13 2. Assure public accessibility to all documents relevant to  
14 an Application, including public comment received.

15 3. Provide guidance on standards for determining whether to  
16 conduct a public meeting or hearing for an Application, time  
17 and place of such a meeting(s) or hearing(s), and procedures  
18 for conducting of the same.

19 4. Provide the record of decision for public inspection  
20 including comments, objections, responses and approvals,  
21 approvals with conditions and disapprovals.

22 **ARTICLE 7**

23 **DISPUTE RESOLUTION AND ENFORCEMENT**

1           **Section 7.1. Good Faith Implementation.**

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

6           **Section 7.2. Alternative Dispute Resolution.**

7           1. Desiring that this Compact be carried out in full, the  
8 Parties agree that disputes between the Parties regarding  
9 interpretation, application and implementation of this Compact  
10 shall be settled by alternative dispute resolution.

11           2. The Council, in consultation with the Provinces, shall  
12 provide by rule procedures for the resolution of disputes  
13 pursuant to this section.

14           **Section 7.3. Enforcement.**

15           1. Any Person aggrieved by any action taken by the Council  
16 pursuant to the authorities contained in this Compact shall be  
17 entitled to a hearing before the Council. Any Person aggrieved  
18 by a Party action shall be entitled to a hearing pursuant to  
19 the relevant Party's administrative procedures and laws. After  
20 exhaustion of such administrative remedies, (i) any aggrieved  
21 Person shall have the right to judicial review of a Council  
22 action in the United States District Courts for the District of  
23 Columbia or the District Court in which the Council maintains  
24 offices, provided such action is commenced within 90 days; and,

1 (ii) any aggrieved Person shall have the right to judicial  
2 review of a Party's action in the relevant Party's court of  
3 competent jurisdiction, provided that an action or proceeding  
4 for such review is commenced within the time frames provided  
5 for by the Party's law. For the purposes of this paragraph, a  
6 State or Province is deemed to be an aggrieved Person with  
7 respect to any Party action pursuant to this Compact.

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

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

24 3. Any aggrieved Person, Party or the Council may commence  
25 a civil action in the relevant Party's courts and  
26 administrative systems to compel any Person to comply with this

1 Compact should any such Person, without approval having been  
2 given, undertake a New or Increased Withdrawal, Consumptive Use  
3 or Diversion that is prohibited or subject to approval pursuant  
4 to this Compact.

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

6 i. The Originating Party or Council approval for  
7 the New or Increased Withdrawal, Consumptive Use or  
8 Diversion has been granted; or,

9 ii. The Originating Party or Council has found that  
10 the New or Increased Withdrawal, Consumptive Use or  
11 Diversion is not subject to approval pursuant to this  
12 Compact.

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

15 i. A Person commencing such action has first given  
16 60 days prior notice to the Originating Party, the  
17 Council and Person alleged to be in noncompliance; and,

18 ii. Neither the Originating Party nor the Council  
19 has commenced and is diligently prosecuting  
20 appropriate enforcement actions to compel compliance  
21 with this Compact. The available remedies shall  
22 include equitable relief, and the prevailing or  
23 substantially prevailing party may recover the costs  
24 of litigation, including reasonable attorney and  
25 expert witness fees, whenever the court determines  
26 that such an award is appropriate.

1           4. Each of the Parties may adopt provisions providing  
2 additional enforcement mechanisms and remedies including  
3 equitable relief and civil penalties applicable within its  
4 jurisdiction to assist in the implementation of this Compact.

## 5                           **ARTICLE 8**

### 6                           **ADDITIONAL PROVISIONS**

#### 7           **Section 8.1. Effect on Existing Rights.**

8           1. Nothing in this Compact shall be construed to affect,  
9 limit, diminish or impair any rights validly established and  
10 existing as of the effective date of this Compact under State  
11 or federal law governing the Withdrawal of Waters of the Basin.

12           2. Nothing contained in this Compact shall be construed as  
13 affecting or intending to affect or in any way to interfere  
14 with the law of the respective Parties relating to common law  
15 Water rights.

16           3. Nothing in this Compact is intended to abrogate or  
17 derogate from treaty rights or rights held by any Tribe  
18 recognized by the federal government of the United States based  
19 upon its status as a Tribe recognized by the federal government  
20 of the United States.

21           4. An approval by a Party or the Council under this Compact  
22 does not give any property rights, nor any exclusive  
23 privileges, nor shall it be construed to grant or confer any  
24 right, title, easement, or interest in, to or over any land

1 belonging to or held in trust by a Party; neither does it  
2 authorize any injury to private property or invasion of private  
3 rights, nor infringement of federal, State or local laws or  
4 regulations; nor does it obviate the necessity of obtaining  
5 federal assent when necessary.

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

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

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

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

24 **Section 8.3. Confidentiality.**

1           1. Nothing in this Compact requires a Party to breach  
2 confidentiality obligations or requirements prohibiting  
3 disclosure, or to compromise security of commercially  
4 sensitive or proprietary information.

5           2. A Party may take measures, including but not limited to  
6 deletion and redaction, deemed necessary to protect any  
7 confidential, proprietary or commercially sensitive  
8 information when distributing information to other Parties.  
9 The Party shall summarize or paraphrase any such information in  
10 a manner sufficient for the Council to exercise its authorities  
11 contained in this Compact.

12           **Section 8.4. Additional Laws.**

13           Nothing in this Compact shall be construed to repeal,  
14 modify or qualify the authority of any Party to enact any  
15 legislation or enforce any additional conditions and  
16 restrictions regarding the management and regulation of Waters  
17 within its jurisdiction.

18           **Section 8.5. Amendments and Supplements.**

19           The provisions of this Compact shall remain in full force  
20 and effect until amended by action of the governing bodies of  
21 the Parties and consented to and approved by any other  
22 necessary authority in the same manner as this Compact is  
23 required to be ratified to become effective.



1           **Section 8.6. Severability.**

2           Should a court of competent jurisdiction hold any part of  
3 this Compact to be void or unenforceable, it shall be  
4 considered severable from those portions of the Compact capable  
5 of continued implementation in the absence of the voided  
6 provisions. All other provisions capable of continued  
7 implementation shall continue in full force and effect.

8           **Section 8.7. Duration of Compact and Termination.**

9           Once effective, the Compact shall continue in force and  
10 remain binding upon each and every Party unless terminated.  
11 This Compact may be terminated at any time by a majority vote  
12 of the Parties. In the event of such termination, all rights  
13 established under it shall continue unimpaired.

14                           **ARTICLE 9**

15                           **EFFECTUATION**

16           **Section 9.1. Repealer.**

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

19           **Section 9.2. Effectuation by Chief Executive.**

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

1           **Section 9.3. Entire Agreement.**

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

11           **Section 9.4. Effective Date and Execution.**

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

1           In Witness Whereof, and in evidence of the adoption and  
2           enactment into law of this Compact by the legislatures of  
3           the signatory parties and consent by the Congress of the  
4           United States, the respective Governors do hereby, in  
5           accordance with the authority conferred by law, sign this  
6           Compact in nine duplicate original copies, attested by the  
7           respective Secretaries of State, and have caused the seals  
8           of the respective states to be hereunto affixed this \_\_\_\_  
9           day of (*month*), (*year*).

10           Section 90. Appointments. All appointments by the Governor  
11           of Illinois under the compact are subject to the advice and  
12           consent of the Illinois Senate.

13           Section 99. Effective date. This Act takes effect upon  
14           becoming law."