

As Introduced

**126th General Assembly
Regular Session
2005-2006**

S. B. No. 319

**Senators Spada, Coughlin, Mumper, Clancy, Armbruster, Gardner, Schuring,
Padgett, Niehaus, Hagan, Fingerhut, Prentiss, Miller, D., Fedor**

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A B I L L

To enact sections 1522.01, 1522.02, and 1522.03 of 1
the Revised Code to ratify the Great Lakes-St. 2
Lawrence River Basin Water Resources Compact and 3
to establish related requirements. 4

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF OHIO:

Section 1. That sections 1522.01, 1522.02, and 1522.03 of the 5
Revised Code be enacted to read as follows: 6

Sec. 1522.01. The "Great Lakes-St. Lawrence river basin water 7
resources compact," which has been negotiated by representatives 8
of this state and the states of Illinois, Indiana, Michigan, 9
Minnesota, New York, and Wisconsin and the commonwealth of 10
Pennsylvania, is hereby ratified, enacted into law, and entered 11
into by this state as a party to it as follows: 12

AGREEMENT 13

Section 1. The states of Illinois, Indiana, Michigan, Minnesota, 14
New York, Ohio and Wisconsin and the Commonwealth of Pennsylvania 15
hereby solemnly covenant and agree with each other, upon enactment 16
of concurrent legislation by the respective state legislatures and 17
consent by the Congress of the United States as follows: 18

GREAT LAKES-ST. LAWRENCE RIVER BASIN WATER RESOURCES COMPACT 19

ARTICLE 1

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SHORT TITLE, DEFINITIONS, PURPOSES AND DURATION

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Section 1.1. Short Title.

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This act shall be known and may be cited as the "Great Lakes-St.
Lawrence River Basin Water Resources Compact."

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Section 1.2. Definitions.

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For the purposes of this Compact, and of any supplemental or
concurring legislation enacted pursuant thereto, except as may be
otherwise required by the context:

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

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

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Applicant means a Person who is required to submit a Proposal that
is subject to management and regulation under this Compact.

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Application has a corresponding meaning.

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Basin or Great Lakes-St. Lawrence River Basin means the watershed
of the Great Lakes and the St. Lawrence River upstream from
Trois-Rivieres, Quebec within the jurisdiction of the Parties.

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

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

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| <u>Compact means this Compact.</u> | 50 |
| <u>Consumptive Use means that portion of the Water Withdrawn or withheld from the Basin that is lost or otherwise not returned to the Basin due to evaporation, incorporation into Products or other processes.</u> | 51 52 53 54 |
| <u>Council means the Great Lakes-St. Lawrence River Basin Water Resources Council, created by this Compact.</u> | 55 56 |
| <u>Council Review means the collective review by the Council members as described in Article 4 of this Compact.</u> | 57 58 |
| <u>County means the largest territorial division for local government in a State. The County boundaries shall be defined as those boundaries that exist as of December 13, 2005.</u> | 59 60 61 |
| <u>Cumulative Impacts mean the impact on the Basin Ecosystem that results from incremental effects of all aspects of a Withdrawal, Diversion or Consumptive Use in addition to other past, present and reasonably foreseeable future Withdrawals, Diversions and Consumptive Uses regardless of who undertakes the other Withdrawals, Diversions and Consumptive Uses. Cumulative Impacts can result from individually minor but collectively significant Withdrawals, Diversions and Consumptive Uses taking place over a period of time.</u> | 62 63 64 65 66 67 68 69 70 |
| <u>Decision-Making Standard means the decision-making standard established by Section 4.11 for Proposals subject to management and regulation in Section 4.10.</u> | 71 72 73 |
| <u>Diversion means a transfer of Water from the Basin into another watershed, or from the watershed of one of the Great Lakes into that of another by any means of transfer, including but not limited to a pipeline, canal, tunnel, aqueduct, channel, modification of the direction of a water course, a tanker ship, tanker truck or rail tanker but does not apply to Water that is</u> | 74 75 76 77 78 79 |

used in the Basin or a Great Lake watershed to manufacture or 80
produce a Product that is then transferred out of the Basin or 81
watershed. **Divert** has a corresponding meaning. 82

Environmentally Sound and Economically Feasible Water Conservation 83
Measures mean those measures, methods, technologies or practices 84
for efficient water use and for reduction of water loss and waste 85
or for reducing a Withdrawal, Consumptive Use or Diversion that i) 86
are environmentally sound, ii) reflect best practices applicable 87
to the water use sector, iii) are technically feasible and 88
available, iv) are economically feasible and cost effective based 89
on an analysis that considers direct and avoided economic and 90
environmental costs and v) consider the particular facilities and 91
processes involved, taking into account the environmental impact, 92
age of equipment and facilities involved, the processes employed, 93
energy impacts and other appropriate factors. 94

Exception means a transfer of Water that is excepted under Section 95
4.9 from the prohibition against Diversions in Section 4.8. 96

Exception Standard means the standard for Exceptions established 97
in Section 4.9.4. 98

Intra-Basin Transfer means the transfer of Water from the 99
watershed of one of the Great Lakes into the watershed of another 100
Great Lake. 101

Measures means any legislation, law, regulation, directive, 102
requirement, guideline, program, policy, administrative practice 103
or other procedure. 104

New or Increased Diversion means a new Diversion, an increase in 105
an existing Diversion or the alteration of an existing Withdrawal 106
so that it becomes a Diversion. 107

New or Increased Withdrawal or Consumptive Use means a new 108
Withdrawal or Consumptive Use or an increase in an existing 109

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| <u>Withdrawal or Consumptive Use.</u> | 110 |
| <u>Originating Party</u> means the Party within whose jurisdiction an | 111 |
| <u>Application or registration is made or required.</u> | 112 |
| <u>Party</u> means a State party to this Compact. | 113 |
| <u>Person</u> means a human being or a legal person, including a | 114 |
| <u>government or a non-governmental organization, including any</u> | 115 |
| <u>scientific, professional, business, nonprofit or public interest</u> | 116 |
| <u>organization or association that is neither affiliated with, nor</u> | 117 |
| <u>under the direction of a government.</u> | 118 |
| <u>Product</u> means something produced in the Basin by human or | 119 |
| <u>mechanical effort or through agricultural processes and used in</u> | 120 |
| <u>manufacturing, commercial or other processes or intended for</u> | 121 |
| <u>intermediate or end use consumers. (i) Water used as part of the</u> | 122 |
| <u>packaging of a Product shall be considered to be part of the</u> | 123 |
| <u>Product. (ii) Other than Water used as part of the packaging of a</u> | 124 |
| <u>Product, Water that is used primarily to transport materials in or</u> | 125 |
| <u>out of the Basin is not a Product or part of a Product. (iii)</u> | 126 |
| <u>Except as provided in (i) above, Water which is transferred as</u> | 127 |
| <u>part of a public or private supply is not a Product or part of a</u> | 128 |
| <u>Product. (iv) Water in its natural state such as in lakes, rivers,</u> | 129 |
| <u>reservoirs, aquifers or water basins is not a Product.</u> | 130 |
| <u>Proposal</u> means a Withdrawal, Diversion or Consumptive Use of Water | 131 |
| <u>that is subject to this Compact.</u> | 132 |
| <u>Province</u> means Ontario or Quebec. | 133 |
| <u>Public Water Supply Purposes</u> means water distributed to the public | 134 |
| <u>through a physically connected system of treatment, storage and</u> | 135 |
| <u>distribution facilities serving a group of largely residential</u> | 136 |
| <u>customers that may also serve industrial, commercial and other</u> | 137 |
| <u>institutional operators. Water Withdrawn directly from the Basin</u> | 138 |
| <u>and not through such a system shall not be considered to be used</u> | 139 |

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| <u>for Public Water Supply Purposes.</u> | 140 |
| <u>Regional Body means the members of the Council and the Premiers of Ontario and Quebec or their designee as established by the Agreement.</u> | 141 142 143 |
| <u>Regional Review means the collective review by the Regional Body as described in Article 4 of this Compact.</u> | 144 145 |
| <u>Source Watershed means the watershed from which a Withdrawal originates. If Water is Withdrawn directly from a Great Lake or from the St. Lawrence River, then the Source Watershed shall be considered to be the watershed of that Great Lake or the watershed of the St. Lawrence River, respectively. If Water is Withdrawn from the watershed of a stream that is a direct tributary to a Great Lake or a direct tributary to the St. Lawrence River, then the Source Watershed shall be considered to be the watershed of that Great Lake or the watershed of the St. Lawrence River, respectively, with a preference to the direct tributary stream watershed from which it was Withdrawn.</u> | 146 147 148 149 150 151 152 153 154 155 156 |
| <u>Standard of Review and Decision means the Exception Standard, Decision-Making Standard and reviews as outlined in Article 4 of this Compact.</u> | 157 158 159 |
| <u>State means one of the states of Illinois, Indiana, Michigan, Minnesota, New York, Ohio or Wisconsin or the Commonwealth of Pennsylvania.</u> | 160 161 162 |
| <u>Straddling Community means any incorporated city, town or the equivalent thereof, wholly within any County that lies partly or completely within the Basin, whose corporate boundary existing as of the effective date of this Compact, is partly within the Basin or partly within two Great Lakes watersheds.</u> | 163 164 165 166 167 |
| <u>Technical Review means a detailed review conducted to determine whether or not a Proposal that requires Regional Review under this</u> | 168 169 |

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| <u>Compact meets the Standard of Review and Decision following</u> | 170 |
| <u>procedures and guidelines as set out in this Compact.</u> | 171 |
| <u>Water means ground or surface water contained within the Basin.</u> | 172 |
| <u>Water Dependent Natural Resources means the interacting components</u> | 173 |
| <u>of land, Water and living organisms affected by the Waters of the</u> | 174 |
| <u>Basin.</u> | 175 |
| <u>Waters of the Basin or Basin Water means the Great Lakes and all</u> | 176 |
| <u>streams, rivers, lakes, connecting channels and other bodies of</u> | 177 |
| <u>water, including tributary groundwater, within the Basin.</u> | 178 |
| <u>Withdrawal means the taking of water from surface water or</u> | 179 |
| <u>groundwater. Withdraw has a corresponding meaning.</u> | 180 |
| <u>Section 1.3. Findings and Purposes.</u> | 181 |
| <u>The legislative bodies of the respective Parties hereby find and</u> | 182 |
| <u>declare:</u> | 183 |
| <u>1. Findings:</u> | 184 |
| <u>a. The Waters of the Basin are precious public natural resources</u> | 185 |
| <u>shared and held in trust by the States;</u> | 186 |
| <u>b. The Waters of the Basin are interconnected and part of a single</u> | 187 |
| <u>hydrologic system;</u> | 188 |
| <u>c. The Waters of the Basin can concurrently serve multiple uses.</u> | 189 |
| <u>Such multiple uses include municipal, public, industrial,</u> | 190 |
| <u>commercial, agriculture, mining, navigation, energy</u> | 191 |
| <u>development and production, recreation, the subsistence,</u> | 192 |
| <u>economic and cultural activities of native peoples, Water</u> | 193 |
| <u>quality maintenance and the maintenance of fish and wildlife</u> | 194 |
| <u>habitat and a balanced ecosystem. And, other purposes are</u> | 195 |
| <u>encouraged, recognizing that such uses are interdependent and</u> | 196 |
| <u>must be balanced;</u> | 197 |
| <u>d. Future Diversions and Consumptive Uses of Basin Water resources</u> | 198 |

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| <u>have the potential to significantly impact the environment,</u> | 199 |
| <u>economy and welfare of the Great Lakes-St. Lawrence River</u> | 200 |
| <u>region;</u> | 201 |
| <u>e. Continued sustainable, accessible and adequate Water supplies</u> | 202 |
| <u>for the people and economy of the Basin are of vital</u> | 203 |
| <u>importance; and,</u> | 204 |
| <u>f. The Parties have a shared duty to protect, conserve, restore,</u> | 205 |
| <u>improve and manage the renewable but finite Waters of the</u> | 206 |
| <u>Basin for the use, benefit and enjoyment of all their</u> | 207 |
| <u>citizens, including generations yet to come. The most</u> | 208 |
| <u>effective means of protecting, conserving, restoring,</u> | 209 |
| <u>improving and managing the Basin Waters is through the joint</u> | 210 |
| <u>pursuit of unified and cooperative principles, policies and</u> | 211 |
| <u>programs mutually agreed upon, enacted and adhered to by all</u> | 212 |
| <u>Parties.</u> | 213 |
| <u>2. Purposes:</u> | 214 |
| <u>a. To act together to protect, conserve, restore, improve and</u> | 215 |
| <u>effectively manage the Waters and Water Dependent Natural</u> | 216 |
| <u>Resources of the Basin under appropriate arrangements for</u> | 217 |
| <u>intergovernmental cooperation and consultation because</u> | 218 |
| <u>current lack of full scientific certainty should not be used</u> | 219 |
| <u>as a reason for postponing measures to protect the Basin</u> | 220 |
| <u>Ecosystem;</u> | 221 |
| <u>b. To remove causes of present and future controversies;</u> | 222 |
| <u>c. To provide for cooperative planning and action by the Parties</u> | 223 |
| <u>with respect to such Water resources;</u> | 224 |
| <u>d. To facilitate consistent approaches to Water management across</u> | 225 |
| <u>the Basin while retaining State management authority over</u> | 226 |
| <u>Water management decisions within the Basin;</u> | 227 |
| <u>e. To facilitate the exchange of data, strengthen the scientific</u> | 228 |

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| <u>information base upon which decisions are made and engage in</u> | 229 |
| <u>consultation on the potential effects of proposed Withdrawals</u> | 230 |
| <u>and losses on the Waters and Water Dependent Natural</u> | 231 |
| <u>Resources of the Basin;</u> | 232 |
| <u>f. To prevent significant adverse impacts of Withdrawals and</u> | 233 |
| <u>losses on the Basin's ecosystems and watersheds;</u> | 234 |
| <u>g. To promote interstate and State-Provincial comity; and,</u> | 235 |
| <u>h. To promote an Adaptive Management approach to the conservation</u> | 236 |
| <u>and management of Basin Water resources, which recognizes,</u> | 237 |
| <u>considers and provides adjustments for the uncertainties in,</u> | 238 |
| <u>and evolution of, scientific knowledge concerning the Basin's</u> | 239 |
| <u>Waters and Water Dependent Natural Resources.</u> | 240 |
| <u>Section 1.4. Science.</u> | 241 |
| <u>1. The Parties commit to provide leadership for the development of</u> | 242 |
| <u>a collaborative strategy with other regional partners to</u> | 243 |
| <u>strengthen the scientific basis for sound Water management</u> | 244 |
| <u>decision making under this Compact.</u> | 245 |
| <u>2. The strategy shall guide the collection and application of</u> | 246 |
| <u>scientific information to support:</u> | 247 |
| <u>a. An improved understanding of the individual and Cumulative</u> | 248 |
| <u>Impacts of Withdrawals from various locations and Water</u> | 249 |
| <u>sources on the Basin Ecosystem and to develop a mechanism by</u> | 250 |
| <u>which impacts of Withdrawals may be assessed;</u> | 251 |
| <u>b. The periodic assessment of Cumulative Impacts of Withdrawals,</u> | 252 |
| <u>Diversions and Consumptive Uses on a Great Lake and St.</u> | 253 |
| <u>Lawrence River watershed basis;</u> | 254 |
| <u>c. Improved scientific understanding of the Waters of the Basin;</u> | 255 |
| <u>d. Improved understanding of the role of groundwater in Basin</u> | 256 |
| <u>Water resources management; and,</u> | 257 |

e. The development, transfer and application of science and 258
research related to Water conservation and Water use 259
efficiency. 260

ARTICLE 2 261

ORGANIZATION 262

Section 2.1. Council Created. 263

The Great Lakes-St. Lawrence River Basin Water Resources Council 264
is hereby created as a body politic and corporate, with succession 265
for the duration of this Compact, as an agency and instrumentality 266
of the governments of the respective Parties. 267

Section 2.2. Council Membership. 268

The Council shall consist of the Governors of the Parties, ex 269
officio. 270

Section 2.3. Alternates. 271

Each member of the Council shall appoint at least one alternate 272
who may act in his or her place and stead, with authority to 273
attend all meetings of the Council and with power to vote in the 274
absence of the member. Unless otherwise provided by law of the 275
Party for which he or she is appointed, each alternate shall serve 276
during the term of the member appointing him or her, subject to 277
removal at the pleasure of the member. In the event of a vacancy 278
in the office of alternate, it shall be filled in the same manner 279
as an original appointment for the unexpired term only. 280

Section 2.4. Voting. 281

1. Each member is entitled to one vote on all matters that may 282
come before the Council. 283

2. Unless otherwise stated, the rule of decision shall be by a 284
simple majority. 285

3. The Council shall annually adopt a budget for each fiscal year 286
and the amount required to balance the budget shall be 287

apportioned equitably among the Parties by unanimous vote of 288
the Council. The appropriation of such amounts shall be 289
subject to such review and approval as may be required by the 290
budgetary processes of the respective Parties. 291

4. The participation of Council members from a majority of the 292
Parties shall constitute a quorum for the transaction of 293
business at any meeting of the Council. 294

Section 2.5. Organization and Procedure. 295

The Council shall provide for its own organization and procedure, 296
and may adopt rules and regulations governing its meetings and 297
transactions, as well as the procedures and timeline for 298
submission, review and consideration of Proposals that come before 299
the Council for its review and action. The Council shall organize, 300
annually, by the election of a Chair and Vice-Chair from among its 301
members. Each member may appoint an advisor, who may attend all 302
meetings of the Council and its committees, but shall not have 303
voting power. The Council may employ or appoint professional and 304
administrative personnel, including an Executive Director, as it 305
may deem advisable, to carry out the purposes of this Compact. 306

Section 2.6. Use of Existing Offices and Agencies. 307

It is the policy of the Parties to preserve and utilize the 308
functions, powers and duties of existing offices and agencies of 309
government to the extent consistent with this Compact. Further, 310
the Council shall promote and aid the coordination of the 311
activities and programs of the Parties concerned with Water 312
resources management in the Basin. To this end, but without 313
limitation, the Council may: 314

1. Advise, consult, contract, assist or otherwise cooperate with 315
any and all such agencies; 316

2. Employ any other agency or instrumentality of any of the 317

Parties for any purpose; and,

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

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Section 2.7. Jurisdiction.

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

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Section 2.8. Status, Immunities and Privileges.

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

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

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3. The Council, its property and its assets, income and the
operations it carries out pursuant to this Compact shall be
immune from all taxation by or under the authority of any of
the Parties or any political subdivision thereof; provided,
however, that in lieu of property taxes the Council may make
reasonable payments to local taxing districts in annual

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amounts which shall approximate the taxes lawfully assessed 348
upon similar property. 349

Section 2.9. Advisory Committees. 350

The Council may constitute and empower advisory committees, which 351
may be comprised of representatives of the public and of federal, 352
State, tribal, county and local governments, water resources 353
agencies, water-using industries and sectors, water-interest 354
groups and academic experts in related fields. 355

ARTICLE 3 356

GENERAL POWERS AND DUTIES 357

Section 3.1. General. 358

The Waters and Water Dependent Natural Resources of the Basin are 359
subject to the sovereign right and responsibilities of the 360
Parties, and it is the purpose of this Compact to provide for 361
joint exercise of such powers of sovereignty by the Council in the 362
common interests of the people of the region, in the manner and to 363
the extent provided in this Compact. The Council and the Parties 364
shall use the Standard of Review and Decision and procedures 365
contained in or adopted pursuant to this Compact as the means to 366
exercise their authority under this Compact. 367

The Council may revise the Standard of Review and Decision, after 368
consultation with the Provinces and upon unanimous vote of all 369
Council members, by regulation duly adopted in accordance with 370
Section 3.3 of this Compact and in accordance with each Party's 371
respective statutory authorities and applicable procedures. 372

The Council shall identify priorities and develop plans and 373
policies relating to Basin Water resources. It shall adopt and 374
promote uniform and coordinated policies for Water resources 375
conservation and management in the Basin. 376

Section 3.2. Council Powers. 377

The Council may: plan; conduct research and collect, compile, 378
analyze, interpret, report and disseminate data on Water resources 379
and uses; forecast Water levels; conduct investigations; institute 380
court actions; design, acquire, construct, reconstruct, own, 381
operate, maintain, control, sell and convey real and personal 382
property and any interest therein as it may deem necessary, useful 383
or convenient to carry out the purposes of this Compact; make 384
contracts; receive and accept such payments, appropriations, 385
grants, gifts, loans, advances and other funds, properties and 386
services as may be transferred or made available to it by any 387
Party or by any other public or private agency, corporation or 388
individual; and, exercise such other and different powers as may 389
be delegated to it by this Compact or otherwise pursuant to law, 390
and have and exercise all powers necessary or convenient to carry 391
out its express powers or which may be reasonably implied 392
therefrom. 393

Section 3.3. Rules and Regulations. 394

1. The Council may promulgate and enforce such rules and 395
regulations as may be necessary for the implementation and 396
enforcement of this Compact. The Council may adopt by 397
regulation, after public notice and public hearing, 398
reasonable Application fees with respect to those Proposals 399
for Exceptions that are subject to Council review under 400
Section 4.9. Any rule or regulation of the Council, other 401
than one which deals solely with the internal management of 402
the Council or its property, shall be adopted only after 403
public notice and hearing. 404

2. Each Party, in accordance with its respective statutory 405
authorities and applicable procedures, may adopt and enforce 406
rules and regulations to implement and enforce this Compact 407
and the programs adopted by such Party to carry out the 408
management programs contemplated by this Compact. 409

Section 3.4. Program Review and Findings. 410

1. Each Party shall submit a report to the Council and the 411
Regional Body detailing its Water management and conservation 412
and efficiency programs that implement this Compact. The 413
report shall set out the manner in which Water Withdrawals 414
are managed by sector, Water source, quantity or any other 415
means, and how the provisions of the Standard of Review and 416
Decision and conservation and efficiency programs are 417
implemented. The first report shall be provided by each Party 418
one year from the effective date of this Compact and 419
thereafter every five years. 420

2. The Council, in cooperation with the Provinces, shall review 421
its Water management and conservation and efficiency programs 422
and those of the Parties that are established in this Compact 423
and make findings on whether the Water management program 424
provisions in this Compact are being met, and if not, 425
recommend options to assist the Parties in meeting the 426
provisions of this Compact. Such review shall take place: 427

a. Thirty days after the first report is submitted by all Parties; 428
and, 429

b. Every five years after the effective date of this Compact; and, 430

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

3. As one of its duties and responsibilities, the Council may 431
recommend a range of approaches to the Parties with respect 432
to the development, enhancement and application of Water 433
management and conservation and efficiency programs to 434
implement the Standard of Review and Decision reflecting 435
improved scientific understanding of the Waters of the Basin, 436
including groundwater, and the impacts of Withdrawals on the 437
Basin Ecosystem. 438

ARTICLE 4 439

WATER MANAGEMENT AND REGULATION

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Section 4.1. Water Resources Inventory, Registration and Reporting.

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1. Within five years of the effective date of this Compact, each Party shall develop and maintain a Water resources inventory for the collection, interpretation, storage, retrieval, exchange and dissemination of information concerning the Water resources of the Party, including, but not limited to, information on the location, type, quantity and use of those resources and the location, type and quantity of Withdrawals, Diversions and Consumptive Uses. To the extent feasible, the Water resources inventory shall be developed in cooperation with local, State, federal, tribal and other private agencies and entities, as well as the Council. Each Party's agencies shall cooperate with that Party in the development and maintenance of the inventory. 443
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2. The Council shall assist each Party to develop a common base of data regarding the management of the Water resources of the Basin and to establish systematic arrangements for the exchange of those data with other States and Provinces. 456
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3. To develop and maintain a compatible base of Water use information, within five years of the effective date of this Compact any Person who Withdraws Water in an amount of 100,000 gallons per day or greater average in any 30-day period (including Consumptive Uses) from all sources, or Diverts Water of any amount, shall register the Withdrawal or Diversion by a date set by the Council unless the Person has previously registered in accordance with an existing State program. The Person shall register the Withdrawal or Diversion with the Originating Party using a form prescribed by the Originating Party that shall include, at a minimum and without limitation: the name and address of the registrant 460
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and date of registration; the locations and sources of the 472
Withdrawal or Diversion; the capacity of the Withdrawal or 473
Diversion per day and the amount Withdrawn or Diverted from 474
each source; the uses made of the Water; places of use and 475
places of discharge; and, such other information as the 476
Originating Party may require. All registrations shall 477
include an estimate of the volume of the Withdrawal or 478
Diversion in terms of gallons per day average in any 30-day 479
period. 480

4. All registrants shall annually report the monthly volumes of 481
the Withdrawal, Consumptive Use and Diversion in gallons to 482
the Originating Party and any other information requested by 483
the Originating Party. 484

5. Each Party shall annually report the information gathered 485
pursuant to this Section to a Great Lakes-St. Lawrence River 486
Water use data base repository and aggregated information 487
shall be made publicly available, consistent with the 488
confidentiality requirements in Section 8.3. 489

6. Information gathered by the Parties pursuant to this Section 490
shall be used to improve the sources and applications of 491
scientific information regarding the Waters of the Basin and 492
the impacts of the Withdrawals and Diversions from various 493
locations and Water sources on the Basin Ecosystem, and to 494
better understand the role of groundwater in the Basin. The 495
Council and the Parties shall coordinate the collection and 496
application of scientific information to further develop a 497
mechanism by which individual and Cumulative Impacts of 498
Withdrawals, Consumptive Uses and Diversions shall be 499
assessed. 500

Section 4.2. Water Conservation and Efficiency Programs. 501

1. The Council commits to identify, in cooperation with the 502

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| <u>Provinces, Basin-wide Water conservation and efficiency</u> | 503 |
| <u>objectives to assist the Parties in developing their Water</u> | 504 |
| <u>conservation and efficiency program. These objectives are</u> | 505 |
| <u>based on the goals of:</u> | 506 |
| <u>a. Ensuring improvement of the Waters and Water Dependent Natural</u> | 507 |
| <u>Resources;</u> | 508 |
| <u>b. Protecting and restoring the hydrologic and ecosystem integrity</u> | 509 |
| <u>of the Basin;</u> | 510 |
| <u>c. Retaining the quantity of surface water and groundwater in the</u> | 511 |
| <u>Basin;</u> | 512 |
| <u>d. Ensuring sustainable use of Waters of the Basin; and,</u> | 513 |
| <u>e. Promoting the efficiency of use and reducing losses and waste</u> | 514 |
| <u>of Water.</u> | 515 |
| <u>2. Within two years of the effective date of this Compact, each</u> | 516 |
| <u>Party shall develop its own Water conservation and efficiency</u> | 517 |
| <u>goals and objectives consistent with the Basin-wide goals and</u> | 518 |
| <u>objectives, and shall develop and implement a Water</u> | 519 |
| <u>conservation and efficiency program, either voluntary or</u> | 520 |
| <u>mandatory, within its jurisdiction based on the Party's goals</u> | 521 |
| <u>and objectives. Each Party shall annually assess its programs</u> | 522 |
| <u>in meeting the Party's goals and objectives, report to the</u> | 523 |
| <u>Council and the Regional Body and make this annual assessment</u> | 524 |
| <u>available to the public.</u> | 525 |
| <u>3. Beginning five years after the effective date of this Compact,</u> | 526 |
| <u>and every five years thereafter, the Council, in cooperation</u> | 527 |
| <u>with the Provinces, shall review and modify as appropriate</u> | 528 |
| <u>the Basin-wide objectives, and the Parties shall have regard</u> | 529 |
| <u>for any such modifications in implementing their programs.</u> | 530 |
| <u>This assessment will be based on examining new technologies,</u> | 531 |
| <u>new patterns of Water use, new resource demands and threats</u> | 532 |

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| <u>and Cumulative Impact assessment under Section 4.15.</u> | 533 |
| <u>4. Within two years of the effective date of this Compact, the</u> | 534 |
| <u>Parties commit to promote Environmentally Sound and</u> | 535 |
| <u>Economically Feasible Water Conservation Measures such as:</u> | 536 |
| <u>a. Measures that promote efficient use of Water;</u> | 537 |
| <u>b. Identification and sharing of best management practices and</u> | 538 |
| <u>state of the art conservation and efficiency technologies;</u> | 539 |
| <u>c. Application of sound planning principles;</u> | 540 |
| <u>d. Demand-side and supply-side Measures or incentives; and,</u> | 541 |
| <u>e. Development, transfer and application of science and research.</u> | 542 |
| <u>5. Each Party shall implement in accordance with Paragraph 2 above</u> | 543 |
| <u>a voluntary or mandatory Water conservation program for all,</u> | 544 |
| <u>including existing, Basin Water users. Conservation programs</u> | 545 |
| <u>need to adjust to new demands and the potential impacts of</u> | 546 |
| <u>cumulative effects and climate.</u> | 547 |
| <u>Section 4.3. Party Powers and Duties.</u> | 548 |
| <u>1. Each Party, within its jurisdiction, shall manage and regulate</u> | 549 |
| <u>New or Increased Withdrawals, Consumptive Uses and</u> | 550 |
| <u>Diversions, including Exceptions, in accordance with this</u> | 551 |
| <u>Compact.</u> | 552 |
| <u>2. Each Party shall require an Applicant to submit an Application</u> | 553 |
| <u>in such manner and with such accompanying information as the</u> | 554 |
| <u>Party shall prescribe.</u> | 555 |
| <u>3. No Party may approve a Proposal if the Party determines that</u> | 556 |
| <u>the Proposal is inconsistent with this Compact or the</u> | 557 |
| <u>Standard of Review and Decision or any implementing rules or</u> | 558 |
| <u>regulations promulgated thereunder. The Party may approve,</u> | 559 |
| <u>approve with modifications or disapprove any Proposal</u> | 560 |
| <u>depending on the Proposal's consistency with this Compact and</u> | 561 |

the Standard of Review and Decision.

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

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

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Section 4.4. Requirement for Originating Party Approval.

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

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Section 4.5. Regional Review.

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1. General.

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

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

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c. Proposals for Exceptions subject to Regional Review shall be submitted by the Originating Party to the Regional Body for

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- Regional Review, and where applicable, to the Council for 592
concurrent review. 593
- d. The Parties agree that the protection of the integrity of the 594
Great Lakes-St. Lawrence River Basin Ecosystem shall be the 595
overarching principle for reviewing Proposals subject to 596
Regional Review, recognizing uncertainties with respect to 597
demands that may be placed on Basin Water, including 598
groundwater, levels and flows of the Great Lakes and the St. 599
Lawrence River, future changes in environmental conditions, 600
the reliability of existing data and the extent to which 601
Diversions may harm the integrity of the Basin Ecosystem. 602
- e. The Originating Party shall have lead responsibility for 603
coordinating information for resolution of issues related to 604
evaluation of a Proposal, and shall consult with the 605
Applicant throughout the Regional Review process. 606
- f. A majority of the members of the Regional Body may request 607
Regional Review of a regionally significant or potentially 608
precedent setting Proposal. Such Regional Review must be 609
conducted, to the extent possible, within the time frames set 610
forth in this Section. Any such Regional Review shall be 611
undertaken only after consulting the Applicant. 612
2. Notice from Originating Party to the Regional Body. 613
- a. The Originating Party shall determine if a Proposal is subject 614
to Regional Review. If so, the Originating Party shall 615
provide timely notice to the Regional Body and the public. 616
- b. Such notice shall not be given unless and until all 617
information, documents and the Originating Party's Technical 618
Review needed to evaluate whether the Proposal meets the 619
Standard of Review and Decision have been provided. 620
- c. An Originating Party may: 621

- i. Provide notice to the Regional Body of an Application, even if notification is not required; or, 622
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- ii. Request Regional Review of an application, even if Regional Review is not required. Any such Regional Review shall be undertaken only after consulting the Applicant. 624
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- d. An Originating Party may provide preliminary notice of a potential Proposal. 627
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- 3. Public Participation. 629
- a. To ensure adequate public participation, the Regional Body shall adopt procedures for the review of Proposals that are subject to Regional Review in accordance with this Article. 630
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- b. The Regional Body shall provide notice to the public of a Proposal undergoing Regional Review. Such notice shall indicate that the public has an opportunity to comment in writing to the Regional Body on whether the Proposal meets the Standard of Review and Decision. 633
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- c. The Regional Body shall hold a public meeting in the State or Province of the Originating Party in order to receive public comment on the issue of whether the Proposal under consideration meets the Standard of Review and Decision. 638
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- d. The Regional Body shall consider the comments received before issuing a Declaration of Finding. 642
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- e. The Regional Body shall forward the comments it receives to the Originating Party. 644
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- 4. Technical Review. 646
- a. The Originating Party shall provide the Regional Body with its Technical Review of the Proposal under consideration. 647
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- b. The Originating Party's Technical Review shall thoroughly analyze the Proposal and provide an evaluation of the 649
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| <u>Proposal sufficient for a determination of whether the</u> | 651 |
| <u>Proposal meets the Standard of Review and Decision.</u> | 652 |
| <u>c. Any member of the Regional Body may conduct their own Technical</u> | 653 |
| <u>Review of any Proposal subject to Regional Review.</u> | 654 |
| <u>d. At the request of the majority of its members, the Regional</u> | 655 |
| <u>Body shall make such arrangements as it considers appropriate</u> | 656 |
| <u>for an independent Technical Review of a Proposal.</u> | 657 |
| <u>e. All Parties shall exercise their best efforts to ensure that a</u> | 658 |
| <u>Technical Review undertaken under Sections 4.5.4.c and</u> | 659 |
| <u>4.5.4.d does not unnecessarily delay the decision by the</u> | 660 |
| <u>Originating Party on the Application. Unless the Applicant or</u> | 661 |
| <u>the Originating Party otherwise requests, all Technical</u> | 662 |
| <u>Reviews shall be completed no later than 60 days after the</u> | 663 |
| <u>date the notice of the Proposal was given to the Regional</u> | 664 |
| <u>Body.</u> | 665 |
| <u>5. Declaration of Finding.</u> | 666 |
| <u>a. The Regional Body shall meet to consider a Proposal. The</u> | 667 |
| <u>Applicant shall be provided with an opportunity to present</u> | 668 |
| <u>the Proposal to the Regional Body at such time.</u> | 669 |
| <u>b. The Regional Body, having considered the notice, the</u> | 670 |
| <u>Originating Party's Technical Review, any other independent</u> | 671 |
| <u>Technical Review that is made, any comments or objections</u> | 672 |
| <u>including the analysis of comments made by the public, First</u> | 673 |
| <u>Nations and federally recognized Tribes, and any other</u> | 674 |
| <u>information that is provided under this Compact shall issue a</u> | 675 |
| <u>Declaration of Finding that the Proposal under consideration:</u> | 676 |
| <u>i. Meets the Standard of Review and Decision;</u> | 677 |
| <u>ii. Does not meet the Standard of Review and Decision; or,</u> | 678 |
| <u>iii. Would meet the Standard of Review and Decision if certain</u> | 679 |
| <u>conditions were met.</u> | 680 |

- c. An Originating Party may decline to participate in a Declaration of Finding made by the Regional Body. 681
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- d. The Parties recognize and affirm that it is preferable for all members of the Regional Body to agree whether the Proposal meets the Standard of Review and Decision. 683
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- e. If the members of the Regional Body who participate in the Declaration of Finding all agree, they shall issue a written Declaration of Finding with consensus. 686
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- f. In the event that the members cannot agree, the Regional Body shall make every reasonable effort to achieve consensus within 25 days. 689
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- g. Should consensus not be achieved, the Regional Body may issue a Declaration of Finding that presents different points of view and indicates each Party's conclusions. 692
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- h. The Regional Body shall release the Declaration of Finding to the public. 695
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- i. The Originating Party and the Council shall consider the Declaration of Finding before making a decision on the Proposal. 697
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- Section 4.6. Proposals Subject to Prior Notice.** 700
1. Beginning no later than five years from the effective date of this Compact, the Originating Party shall provide all Parties and the Provinces with detailed and timely notice and an opportunity to comment within 90 days on any Proposal for a New or Increased Consumptive Use of 5 million gallons per day or greater average in any 90-day period. Comments shall address whether or not the Proposal is consistent with the Standard of Review and Decision. The Originating Party shall provide a response to any such comment received from another Party. 701
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2. A Party may provide notice, an opportunity to comment and a response to comments even if this is not required under Paragraph 1 of this Section. Any provision of such notice and opportunity to comment shall be undertaken only after consulting the Applicant. 711
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Section 4.7 Council Actions. 716

1. Proposals for Exceptions subject to Council Review shall be submitted by the Originating Party to the Council for Council Review, and where applicable, to the Regional Body for concurrent review. 717
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2. The Council shall review and take action on Proposals in accordance with this Compact and the Standard of Review and Decision. The Council shall not take action on a Proposal subject to Regional Review pursuant to this Compact unless the Proposal shall have been first submitted to and reviewed by the Regional Body. The Council shall consider any findings resulting from such review. 721
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Section 4.8. Prohibition of New or Increased Diversions. 728

All New or Increased Diversions are prohibited, except as provided for in this Article. 729
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Section 4.9. Exceptions to the Prohibition of Diversions. 731

1. Straddling Communities. A Proposal to transfer Water to an area within a Straddling Community but outside the Basin or outside the Source Great Lake Watershed shall be excepted from the prohibition against Diversions and be managed and regulated by the Originating Party provided that, regardless of the volume of Water transferred, all the Water so transferred shall be used solely for Public Water Supply Purposes within the Straddling Community, and: 732
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a. All Water Withdrawn from the Basin shall be returned, either 740

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| <u>naturally or after use, to the Source Watershed less an</u> | 741 |
| <u>allowance for Consumptive Use. No surface water or</u> | 742 |
| <u>groundwater from outside the Basin may be used to satisfy any</u> | 743 |
| <u>portion of this criterion except if it:</u> | 744 |
| <u>i. Is part of a water supply or wastewater treatment system that</u> | 745 |
| <u>combines water from inside and outside of the Basin;</u> | 746 |
| <u>ii. Is treated to meet applicable water quality discharge</u> | 747 |
| <u>standards and to prevent the introduction of invasive species</u> | 748 |
| <u>into the Basin;</u> | 749 |
| <u>iii. Maximizes the portion of water returned to the Source</u> | 750 |
| <u>Watershed as Basin Water and minimizes the surface water or</u> | 751 |
| <u>groundwater from outside the Basin;</u> | 752 |
| <u>b.If the Proposal results from a New or Increased Withdrawal of</u> | 753 |
| <u>100,000 gallons per day or greater average over any 90-day</u> | 754 |
| <u>period, the Proposal shall also meet the Exception Standard;</u> | 755 |
| <u>and,</u> | 756 |
| <u>c. If the Proposal results in a New or Increased Consumptive Use</u> | 757 |
| <u>of 5 million gallons per day or greater average over any</u> | 758 |
| <u>90-day period, the Proposal shall also undergo Regional</u> | 759 |
| <u>Review.</u> | 760 |
| <u>2. Intra-Basin Transfer. A Proposal for an Intra-Basin Transfer</u> | 761 |
| <u>that would be considered a Diversion under this Compact, and</u> | 762 |
| <u>not already excepted pursuant to Paragraph 1 of this Section,</u> | 763 |
| <u>shall be excepted from the prohibition against Diversions,</u> | 764 |
| <u>provided that:</u> | 765 |
| <u>a. If the Proposal results from a New or Increased Withdrawal of</u> | 766 |
| <u>less than 100,000 gallons per day average over any 90-day</u> | 767 |
| <u>period, the Proposal shall be subject to management and</u> | 768 |
| <u>regulation at the discretion of the Originating Party.</u> | 769 |
| <u>b. If the Proposal results from a New or Increased Withdrawal of</u> | 770 |

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| <u>100,000 gallons per day or greater average over any 90-day</u> | 771 |
| <u>period and if the Consumptive Use resulting from the</u> | 772 |
| <u>Withdrawal is less than 5 million gallons per day average</u> | 773 |
| <u>over any 90-day period:</u> | 774 |
| <u>i. The Proposal shall meet the Exception Standard and be subject</u> | 775 |
| <u>to management and regulation by the Originating Party, except</u> | 776 |
| <u>that the Water may be returned to another Great Lake</u> | 777 |
| <u>watershed rather than the Source Watershed;</u> | 778 |
| <u>ii. The Applicant shall demonstrate that there is no feasible,</u> | 779 |
| <u>cost effective, and environmentally sound water supply</u> | 780 |
| <u>alternative within the Great Lake watershed to which the</u> | 781 |
| <u>Water will be transferred, including conservation of existing</u> | 782 |
| <u>water supplies; and,</u> | 783 |
| <u>iii. The Originating Party shall provide notice to the other</u> | 784 |
| <u>Parties prior to making any decision with respect to the</u> | 785 |
| <u>Proposal.</u> | 786 |
| <u>c. If the Proposal results in a New or Increased Consumptive Use</u> | 787 |
| <u>of 5 million gallons per day or greater average over any</u> | 788 |
| <u>90-day period:</u> | 789 |
| <u>i. The Proposal shall be subject to management and regulation by</u> | 790 |
| <u>the Originating Party and shall meet the Exception Standard,</u> | 791 |
| <u>ensuring that Water Withdrawn shall be returned to the Source</u> | 792 |
| <u>Watershed;</u> | 793 |
| <u>ii. The Applicant shall demonstrate that there is no feasible,</u> | 794 |
| <u>cost effective, and environmentally sound water supply</u> | 795 |
| <u>alternative within the Great Lake watershed to which the</u> | 796 |
| <u>Water will be transferred, including conservation of existing</u> | 797 |
| <u>water supplies;</u> | 798 |
| <u>iii. The Proposal undergoes Regional Review; and,</u> | 799 |
| <u>iv. The Proposal is approved by the Council. Council approval</u> | 800 |

shall be given unless one or more Council members vote to
disapprove.

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

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

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

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

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

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

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f. The Proposal undergoes Regional Review; and,

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

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A Proposal must satisfy all of the conditions listed above.

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Further, substantive consideration will also be given to whether

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or not the Proposal can provide sufficient scientifically based 831
evidence that the existing water supply is derived from 832
groundwater that is hydrologically interconnected to Waters of the 833
Basin. 834

4. Exception Standard. Proposals subject to management and 835
regulation in this Section shall be declared to meet this 836
Exception Standard and may be approved as appropriate only 837
when the following criteria are met: 838

a. The need for all or part of the proposed Exception cannot be 839
reasonably avoided through the efficient use and conservation 840
of existing water supplies; 841

b. The Exception will be limited to quantities that are considered 842
reasonable for the purposes for which it is proposed; 843

c. All Water Withdrawn shall be returned, either naturally or 844
after use, to the Source Watershed less an allowance for 845
Consumptive Use. No surface water or groundwater from outside 846
the Basin may be used to satisfy any portion of this 847
criterion except if it: 848

i. Is part of a water supply or wastewater treatment system that 849
combines water from inside and outside of the Basin; 850

ii. Is treated to meet applicable water quality discharge 851
standards and to prevent the introduction of invasive species 852
into the Basin; 853

d. The Exception will be implemented so as to ensure that it will 854
result in no significant individual or cumulative adverse 855
impacts to the quantity or quality of the Waters and Water 856
Dependent Natural Resources of the Basin with consideration 857
given to the potential Cumulative Impacts of any 858
precedent-setting consequences associated with the Proposal; 859

e. The Exception will be implemented so as to incorporate 860

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| <u>Environmentally Sound and Economically Feasible Water</u> | 861 |
| <u>Conservation Measures to minimize Water Withdrawals or</u> | 862 |
| <u>Consumptive Use;</u> | 863 |
| <u>f. The Exception will be implemented so as to ensure that it is in</u> | 864 |
| <u>compliance with all applicable municipal, State and federal</u> | 865 |
| <u>laws as well as regional interstate and international</u> | 866 |
| <u>agreements, including the Boundary Waters Treaty of 1909;</u> | 867 |
| <u>and,</u> | 868 |
| <u>g. All other applicable criteria in Section 4.9 have also been</u> | 869 |
| <u>met.</u> | 870 |
| <u>Section 4.10. Management and Regulation of New or Increased</u> | 871 |
| <u>Withdrawals and Consumptive Uses.</u> | 872 |
| <u>1. Within five years of the effective date of this Compact, each</u> | 873 |
| <u>Party shall create a program for the management and</u> | 874 |
| <u>regulation of New or Increased Withdrawals and Consumptive</u> | 875 |
| <u>Uses by adopting and implementing Measures consistent with</u> | 876 |
| <u>the Decision-Making Standard. Each Party, through a</u> | 877 |
| <u>considered process, shall set and may modify threshold levels</u> | 878 |
| <u>for the regulation of New or Increased Withdrawals in order</u> | 879 |
| <u>to assure an effective and efficient Water management program</u> | 880 |
| <u>that will ensure that uses overall are reasonable, that</u> | 881 |
| <u>Withdrawals overall will not result in significant impacts to</u> | 882 |
| <u>the Waters and Water Dependent Natural Resources of the</u> | 883 |
| <u>Basin, determined on the basis of significant impacts to the</u> | 884 |
| <u>physical, chemical, and biological integrity of Source</u> | 885 |
| <u>Watersheds, and that all other objectives of the Compact are</u> | 886 |
| <u>achieved. Each Party may determine the scope and thresholds</u> | 887 |
| <u>of its program, including which New or Increased Withdrawals</u> | 888 |
| <u>and Consumptive Uses will be subject to the program.</u> | 889 |
| <u>2. Any Party that fails to set threshold levels that comply with</u> | 890 |
| <u>Section 4.10.1 any time before ten years after the effective</u> | 891 |

date of this Compact shall apply a threshold level for 892
management and regulation of all New or Increased Withdrawals 893
of 100,000 gallons per day or greater average in any 90-day 894
period. 895

3. The Parties intend programs for New or Increased Withdrawals 896
and Consumptive Uses to evolve as may be necessary to protect 897
Basin Waters. Pursuant to Section 3.4, the Council, in 898
cooperation with the Provinces, shall periodically assess the 899
Water management programs of the Parties. Such assessments 900
may produce recommendations for the strengthening of the 901
programs, including without limitation, establishing lower 902
thresholds for management and regulation in accordance with 903
the Decision-Making Standard. 904

Section 4.11. Decision-Making Standard. 905

Proposals subject to management and regulation in Section 4.10 906
shall be declared to meet this Decision-Making Standard and 907
may be approved as appropriate only when the following 908
criteria are met: 909

1. All Water Withdrawn shall be returned, either naturally or 910
after use, to the Source Watershed less an allowance for 911
Consumptive Use; 912

2. The Withdrawal or Consumptive Use will be implemented so as to 913
ensure that the Proposal will result in no significant 914
individual or cumulative adverse impacts to the quantity or 915
quality of the Waters and Water Dependent Natural Resources 916
and the applicable Source Watershed; 917

3. The Withdrawal or Consumptive Use will be implemented so as to 918
incorporate Environmentally Sound and Economically Feasible 919
Water Conservation Measures; 920

4. The Withdrawal or Consumptive Use will be implemented so as to 921

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| <u>ensure that it is in compliance with all applicable</u> | 922 |
| <u>municipal, State and federal laws as well as regional</u> | 923 |
| <u>interstate and international agreements, including the</u> | 924 |
| <u>Boundary Waters Treaty of 1909;</u> | 925 |
| <u>5. The proposed use is reasonable, based upon a consideration of</u> | 926 |
| <u>the following factors:</u> | 927 |
| <u>a. Whether the proposed Withdrawal or Consumptive Use is planned</u> | 928 |
| <u>in a fashion that provides for efficient use of the Water,</u> | 929 |
| <u>and will avoid or minimize the waste of Water;</u> | 930 |
| <u>b. If the Proposal is for an increased Withdrawal or Consumptive</u> | 931 |
| <u>Use, whether efficient use is made of existing water</u> | 932 |
| <u>supplies;</u> | 933 |
| <u>c. The balance between economic development, social development</u> | 934 |
| <u>and environmental protection of the proposed Withdrawal and</u> | 935 |
| <u>use and other existing or planned withdrawals and water uses</u> | 936 |
| <u>sharing the Water source;</u> | 937 |
| <u>d. The supply potential of the Water source, considering quantity,</u> | 938 |
| <u>quality and reliability and safe yield of hydrologically</u> | 939 |
| <u>interconnected water sources;</u> | 940 |
| <u>e. The probable degree and duration of any adverse impacts caused</u> | 941 |
| <u>or expected to be caused by the proposed Withdrawal and use</u> | 942 |
| <u>under foreseeable conditions, to other lawful consumptive or</u> | 943 |
| <u>non-consumptive uses of water or to the quantity or quality</u> | 944 |
| <u>of the Waters and Water Dependent Natural Resources of the</u> | 945 |
| <u>Basin, and the proposed plans and arrangements for avoidance</u> | 946 |
| <u>or mitigation of such impacts; and,</u> | 947 |
| <u>f. If a Proposal includes restoration of hydrologic conditions and</u> | 948 |
| <u>functions of the Source Watershed, the Party may consider</u> | 949 |
| <u>that.</u> | 950 |
| <u>Section 4.12. Applicability.</u> | 951 |

1. Minimum Standard. This Standard of Review and Decision shall be 952
used as a minimum standard. Parties may impose a more 953
restrictive decision-making standard for Withdrawals under 954
their authority. It is also acknowledged that although a 955
Proposal meets the Standard of Review and Decision it may not 956
be approved under the laws of the Originating Party that has 957
implemented more restrictive Measures. 958
2. Baseline. 959
- a. To establish a baseline for determining a New or Increased 960
Diversion, Consumptive Use or Withdrawal, each Party shall 961
develop either or both of the following lists for their 962
jurisdiction: 963
- i. A list of existing Withdrawal approvals as of the effective 964
date of the Compact; 965
- ii. A list of the capacity of existing systems as of the effective 966
date of this Compact. The capacity of the existing systems 967
should be presented in terms of Withdrawal capacity, 968
treatment capacity, distribution capacity, or other capacity 969
limiting factors. The capacity of the existing systems must 970
represent the state of the systems. Existing capacity 971
determinations shall be based upon approval limits or the 972
most restrictive capacity information. 973
- For all purposes of this Compact, volumes of Diversions, 974
Consumptive Uses, or Withdrawals of Water set forth in the 975
list(s) prepared by each Party in accordance with this 976
Section, shall constitute the baseline volume. 977
- c. The list(s) shall be furnished to the Regional Body and the 978
Council within one year of the effective date of this 979
Compact. 980
3. Timing of Additional Applications. Applications for New or 981

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| <u>Increased Withdrawals, Consumptive Uses or Exceptions shall</u> | 982 |
| <u>be considered cumulatively within ten years of any</u> | 983 |
| <u>application.</u> | 984 |
| <u>4. Change of Ownership. Unless a new owner proposes a project that</u> | 985 |
| <u>shall result in a Proposal for a New or Increased Diversion</u> | 986 |
| <u>or Consumptive Use subject to Regional Review or Council</u> | 987 |
| <u>approval, the change of ownership in and of itself shall not</u> | 988 |
| <u>require Regional Review or Council approval.</u> | 989 |
| <u>5. Groundwater. The Basin surface water divide shall be used for</u> | 990 |
| <u>the purpose of managing and regulating New or Increased</u> | 991 |
| <u>Diversions, Consumptive Uses or Withdrawals of surface water</u> | 992 |
| <u>and groundwater.</u> | 993 |
| <u>6. Withdrawal Systems. The total volume of surface water and</u> | 994 |
| <u>groundwater resources that supply a common distribution</u> | 995 |
| <u>system shall determine the volume of a Withdrawal,</u> | 996 |
| <u>Consumptive Use or Diversion.</u> | 997 |
| <u>7. Connecting Channels. The watershed of each Great Lake shall</u> | 998 |
| <u>include its upstream and downstream connecting channels.</u> | 999 |
| <u>8. Transmission in Water Lines. Transmission of Water within a</u> | 1000 |
| <u>line that extends outside the Basin as it conveys Water from</u> | 1001 |
| <u>one point to another within the Basin shall not be considered</u> | 1002 |
| <u>a Diversion if none of the Water is used outside the Basin.</u> | 1003 |
| <u>9. Hydrologic Units. The Lake Michigan and Lake Huron watersheds</u> | 1004 |
| <u>shall be considered to be a single hydrologic unit and</u> | 1005 |
| <u>watershed.</u> | 1006 |
| <u>10. Bulk Water Transfer. A Proposal to Withdraw Water and to</u> | 1007 |
| <u>remove it from the Basin in any container greater than 5.7</u> | 1008 |
| <u>gallons shall be treated under this Compact in the same</u> | 1009 |
| <u>manner as a Proposal for a Diversion. Each Party shall have</u> | 1010 |
| <u>the discretion, within its jurisdiction, to determine the</u> | 1011 |

treatment of Proposals to Withdraw Water and to remove it 1012
from the Basin in any container of 5.7 gallons or less. 1013

Section 4.13. Exemptions. 1014

Withdrawals from the Basin for the following purposes are exempt 1015
from the requirements of Article 4: 1016

1. To supply vehicles, including vessels and aircraft, whether for 1017
the needs of the persons or animals being transported or for 1018
ballast or other needs related to the operation of the 1019
vehicles. 1020

2. To use in a non-commercial project on a short-term basis for 1021
firefighting, humanitarian, or emergency response purposes. 1022

Section 4.14. U.S. Supreme Court Decree: *Wisconsin et al. v.* 1023
Illinois et al. 1024

1. Notwithstanding any terms of this Compact to the contrary, with 1025
the exception of Paragraph 5 of this Section, current, New or 1026
Increased Withdrawals, Consumptive Uses and Diversions of 1027
Basin Water by the State of Illinois shall be governed by the 1028
terms of the United States Supreme Court decree in *Wisconsin* 1029
et al. v. Illinois et al. and shall not be subject to the 1030
terms of this Compact nor any rules or regulations 1031
promulgated pursuant to this Compact. This means that, with 1032
the exception of Paragraph 5 of this Section, for purposes of 1033
this Compact, current, New or Increased Withdrawals, 1034
Consumptive Uses and Diversions of Basin Water within the 1035
State of Illinois shall be allowed unless prohibited by the 1036
terms of the United States Supreme Court decree in *Wisconsin* 1037
et al. v. Illinois et al. 1038

2. The Parties acknowledge that the United States Supreme Court 1039
decree in *Wisconsin et al. v. Illinois et al.* shall continue 1040
in full force and effect, that this Compact shall not modify 1041

any terms thereof and that this Compact shall grant the parties no additional rights, obligations, remedies or defenses thereto. The Parties specifically acknowledge that this Compact shall not prohibit or limit the State of Illinois in any manner from seeking additional Basin Water as allowed under the terms of the United States Supreme Court decree in *Wisconsin et al. v. Illinois et al.*, any other party from objecting to any request by the State of Illinois for additional Basin Water under the terms of said decree, or any party from seeking any other type of modification to said decree. If an application is made by any party to the Supreme Court of the United States to modify said decree, the Parties to this Compact who are also parties to the decree shall seek formal input from the Canadian Provinces of Ontario and Quebec, with respect to the proposed modification, use best efforts to facilitate the appropriate participation of said Provinces in the proceedings to modify the decree, and shall not unreasonably impede or restrict such participation.

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

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

sentence shall apply to the State of Illinois, including the 1074
Water Conservation Programs provision of Section 4.2. 1075

5. In the event of a Proposal for a Diversion of Basin Water for 1076
use outside the territorial boundaries of the Parties to this 1077
Compact, decisions by the State of Illinois regarding such a 1078
Proposal would be subject to all terms of this Compact, 1079
except Paragraphs 1, 3 and 4 of this Section. 1080

6. For purposes of the State of Illinois' participation in this 1081
Compact, the entirety of this Section 4.14 is necessary for 1082
the continued implementation of this Compact and, if severed, 1083
this Compact shall no longer be binding on or enforceable by 1084
or against the State of Illinois. 1085

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Section 4.15. Assessment of Cumulative Impacts. 1087

1. The Parties in cooperation with the Provinces shall 1088
collectively conduct within the Basin, on a Great Lake 1089
watershed and St. Lawrence River Basin basis, a periodic 1090
assessment of the Cumulative Impacts of Withdrawals, 1091
Diversions and Consumptive Uses from the Waters of the Basin, 1092
every five years or each time the incremental Basin Water 1093
losses reach 50 million gallons per day average in any 90-day 1094
period in excess of the quantity at the time of the most 1095
recent assessment, whichever comes first, or at the request 1096
of one or more of the Parties. The assessment shall form the 1097
basis for a review of the Standard of Review and Decision, 1098
Council and Party regulations and their application. This 1099
assessment shall: 1100

a. Utilize the most current and appropriate guidelines for such a 1101
review, which may include but not be limited to Council on 1102
Environmental Quality and Environment Canada guidelines; 1103

b. Give substantive consideration to climate change or other 1104
significant threats to Basin Waters and take into account the 1105
current state of scientific knowledge, or uncertainty, and 1106
appropriate Measures to exercise caution in cases of 1107
uncertainty if serious damage may result; 1108

c. Consider Adaptive Management principles and approaches, 1109
recognizing, considering and providing adjustments for the 1110
uncertainties in, and evolution of science concerning the 1111
Basin's Water resources, watersheds and Ecosystems, including 1112
potential changes to Basin-wide processes, such as lake level 1113
cycles and climate. 1114

2. The Parties have the responsibility of conducting this 1115
Cumulative Impact assessment. Applicants are not required to 1116
participate in this assessment. 1117

3. Unless required by other statutes, Applicants are not required 1118
to conduct a separate Cumulative Impact assessment in 1119
connection with an Application but shall submit information 1120
about the potential impacts of a Proposal to the quantity or 1121
quality of the Waters and Water Dependent Natural Resources 1122
of the applicable Source Watershed. An Applicant may, 1123
however, provide an analysis of how their Proposal meets the 1124
no significant adverse Cumulative Impact provision of the 1125
Standard of Review and Decision. 1126

ARTICLE 5 1127

TRIBAL CONSULTATION 1128

Section 5.1. Consultation with Tribes. 1129

1. In addition to all other opportunities to comment pursuant to 1130
Section 6.2, appropriate consultations shall occur with 1131
federally recognized Tribes in the Originating Party for all 1132
Proposals subject to Council or Regional Review pursuant to 1133
this Compact. Such consultations shall be organized in the 1134

manner suitable to the individual Proposal and the laws and 1135
policies of the Originating Party. 1136

2. All federally recognized Tribes within the Basin shall receive 1137
reasonable notice indicating that they have an opportunity to 1138
comment in writing to the Council or the Regional Body, or 1139
both, and other relevant organizations on whether the 1140
Proposal meets the requirements of the Standard of Review and 1141
Decision when a Proposal is subject to Regional Review or 1142
Council approval. Any notice from the Council shall inform 1143
the Tribes of any meeting or hearing that is to be held under 1144
Section 6.2 and invite them to attend. The Parties and the 1145
Council shall consider the comments received under this 1146
Section before approving, approving with modifications or 1147
disapproving any Proposal subject to Council or Regional 1148
Review. 1149

3. In addition to the specific consultation mechanisms described 1150
above, the Council shall seek to establish mutually agreed 1151
upon mechanisms or processes to facilitate dialogue with, and 1152
input from federally recognized Tribes on matters to be dealt 1153
with by the Council; and, the Council shall seek to establish 1154
mechanisms and processes with federally recognized Tribes 1155
designed to facilitate on-going scientific and technical 1156
interaction and data exchange regarding matters falling 1157
within the scope of this Compact. This may include 1158
participation of tribal representatives on advisory 1159
committees established under this Compact or such other 1160
processes that are mutually-agreed upon with federally 1161
recognized Tribes individually or through duly-authorized 1162
intertribal agencies or bodies. 1163

ARTICLE 6 1164

PUBLIC PARTICIPATION 1165

Section 6.1. Meetings, Public Hearings and Records. 1166

1. The Parties recognize the importance and necessity of public participation in promoting management of the Water Resources of the Basin. Consequently, all meetings of the Council shall be open to the public, except with respect to issues of personnel. 1167
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2. The minutes of the Council shall be a public record open to inspection at its offices during regular business hours. 1172
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Section 6.2. Public Participation. 1174

It is the intent of the Council to conduct public participation processes concurrently and jointly with processes undertaken by the Parties and through Regional Review. To ensure adequate public participation, each Party or the Council shall ensure procedures for the review of Proposals subject to the Standard of Review and Decision consistent with the following requirements: 1175
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1. Provide public notification of receipt of all Applications and a reasonable opportunity for the public to submit comments before Applications are acted upon. 1181
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2. Assure public accessibility to all documents relevant to an Application, including public comment received. 1184
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3. Provide guidance on standards for determining whether to conduct a public meeting or hearing for an Application, time and place of such a meeting(s) or hearing(s), and procedures for conducting of the same. 1186
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4. Provide the record of decision for public inspection including comments, objections, responses and approvals, approvals with conditions and disapprovals. 1190
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ARTICLE 7 1193

DISPUTE RESOLUTION AND ENFORCEMENT 1194

Section 7.1. Good Faith Implementation. 1195

Each of the Parties pledges to support implementation of all 1196

provisions of this Compact, and covenants that its officers and 1197
agencies shall not hinder, impair or prevent any other Party 1198
carrying out any provision of this Compact. 1199

Section 7.2. Alternative Dispute Resolution. 1200

1. Desiring that this Compact be carried out in full, the Parties 1201
agree that disputes between the Parties regarding 1202
interpretation, application and implementation of this 1203
Compact shall be settled by alternative dispute resolution. 1204

2. The Council, in consultation with the Provinces, shall provide 1205
by rule procedures for the resolution of disputes pursuant to 1206
this section. 1207

Section 7.3. Enforcement. 1208

1. Any Person aggrieved by any action taken by the Council 1209
pursuant to the authorities contained in this Compact shall 1210
be entitled to a hearing before the Council. Any Person 1211
aggrieved by a Party action shall be entitled to a hearing 1212
pursuant to the relevant Party's administrative procedures 1213
and laws. After exhaustion of such administrative remedies, 1214
(i) any aggrieved Person shall have the right to judicial 1215
review of a Council action in the United States District 1216
Court for the District of Columbia or the District Court in 1217
which the Council maintains offices, provided such action is 1218
commenced within 90 days; and, (ii) any aggrieved Person 1219
shall have the right to judicial review of a Party's action 1220
in the relevant Party's court of competent jurisdiction, 1221
provided that an action or proceeding for such review is 1222
commenced within the time frames provided for by the Party's 1223
law. For the purposes of this paragraph, a State or Province 1224
is deemed to be an aggrieved Person with respect to any Party 1225
action pursuant to this Compact. 1226

2.a. Any Party or the Council may initiate actions to compel 1227

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| <u>compliance with the provisions of this Compact, and the rules</u> | 1228 |
| <u>and regulations promulgated hereunder by the Council.</u> | 1229 |
| <u>Jurisdiction over such actions is granted to the court of the</u> | 1230 |
| <u>relevant Party, as well as the United States District Court</u> | 1231 |
| <u>for the District of Columbia and the District Court in which</u> | 1232 |
| <u>the Council maintains offices. The remedies available to any</u> | 1233 |
| <u>such court shall include, but not be limited to, equitable</u> | 1234 |
| <u>relief and civil penalties.</u> | 1235 |
| <u>b. Each Party may issue orders within its respective jurisdiction</u> | 1236 |
| <u>and may initiate actions to compel compliance with the</u> | 1237 |
| <u>provisions of its respective statutes and regulations adopted</u> | 1238 |
| <u>to implement the authorities contemplated by this Compact in</u> | 1239 |
| <u>accordance with the provisions of the laws adopted in each</u> | 1240 |
| <u>Party's jurisdiction.</u> | 1241 |
| <u>3. Any aggrieved Person, Party or the Council may commence a civil</u> | 1242 |
| <u>action in the relevant Party's courts and administrative</u> | 1243 |
| <u>systems to compel any Person to comply with this Compact</u> | 1244 |
| <u>should any such Person, without approval having been given,</u> | 1245 |
| <u>undertake a New or Increased Withdrawal, Consumptive Use or</u> | 1246 |
| <u>Diversion that is prohibited or subject to approval pursuant</u> | 1247 |
| <u>to this Compact.</u> | 1248 |
| <u>a. No action under this subsection may be commenced if:</u> | 1249 |
| <u>i. The Originating Party or Council approval for the New or</u> | 1250 |
| <u>Increased Withdrawal, Consumptive Use or Diversion has been</u> | 1251 |
| <u>granted; or,</u> | 1252 |
| <u>ii. The Originating Party or Council has found that the New or</u> | 1253 |
| <u>Increased Withdrawal, Consumptive Use or Diversion is not</u> | 1254 |
| <u>subject to approval pursuant to this Compact.</u> | 1255 |
| <u>b. No action under this subsection may be commenced unless:</u> | 1256 |
| <u>i. A Person commencing such action has first given 60 days' prior</u> | 1257 |

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| <u>notice to the Originating Party, the Council and Person</u> | 1258 |
| <u>alleged to be in noncompliance; and,</u> | 1259 |
| <u>ii. Neither the Originating Party nor the Council has commenced</u> | 1260 |
| <u>and is diligently prosecuting appropriate enforcement actions</u> | 1261 |
| <u>to compel compliance with this Compact.</u> | 1262 |
| <u>The available remedies shall include equitable relief, and the</u> | 1263 |
| <u>prevailing or substantially prevailing party may recover the costs</u> | 1264 |
| <u>of litigation, including reasonable attorney and expert witness</u> | 1265 |
| <u>fees, whenever the court determines that such an award is</u> | 1266 |
| <u>appropriate.</u> | 1267 |
| <u>4. Each of the Parties may adopt provisions providing additional</u> | 1268 |
| <u>enforcement mechanisms and remedies including equitable</u> | 1269 |
| <u>relief and civil penalties applicable within its jurisdiction</u> | 1270 |
| <u>to assist in the implementation of this Compact.</u> | 1271 |
| <u>ARTICLE 8</u> | 1272 |
| <u>ADDITIONAL PROVISIONS</u> | 1273 |
| <u>Section 8.1. Effect on Existing Rights.</u> | 1274 |
| <u>1. Nothing in this Compact shall be construed to affect, limit,</u> | 1275 |
| <u>diminish or impair any rights validly established and</u> | 1276 |
| <u>existing as of the effective date of this Compact under State</u> | 1277 |
| <u>or federal law governing the Withdrawal of Waters of the</u> | 1278 |
| <u>Basin.</u> | 1279 |
| <u>2. Nothing contained in this Compact shall be construed as</u> | 1280 |
| <u>affecting or intending to affect or in any way to interfere</u> | 1281 |
| <u>with the law of the respective Parties relating to common law</u> | 1282 |
| <u>Water rights.</u> | 1283 |
| <u>3. Nothing in this Compact is intended to abrogate or derogate</u> | 1284 |
| <u>from treaty rights or rights held by any Tribe recognized by</u> | 1285 |
| <u>the federal government of the United States based upon its</u> | 1286 |
| <u>status as a Tribe recognized by the federal government of the</u> | 1287 |

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| <u>United States.</u> | 1288 |
| <u>4. An approval by a Party or the Council under this Compact does</u> | 1289 |
| <u>not give any property rights, nor any exclusive privileges,</u> | 1290 |
| <u>nor shall it be construed to grant or confer any right,</u> | 1291 |
| <u>title, easement or interest in, to or over any land belonging</u> | 1292 |
| <u>to or held in trust by a Party; neither does it authorize any</u> | 1293 |
| <u>injury to private property or invasion of private rights, nor</u> | 1294 |
| <u>infringement of federal, State or local laws or regulations;</u> | 1295 |
| <u>nor does it obviate the necessity of obtaining federal assent</u> | 1296 |
| <u>when necessary.</u> | 1297 |
| <u>Section 8.2. Relationship to Agreements Concluded by the United</u> | 1298 |
| <u>States of America.</u> | 1299 |
| <u>1. Nothing in this Compact is intended to provide nor shall be</u> | 1300 |
| <u>construed to provide, directly or indirectly, to any Person</u> | 1301 |
| <u>any right, claim or remedy under any treaty or international</u> | 1302 |
| <u>agreement nor is it intended to derogate any right, claim or</u> | 1303 |
| <u>remedy that already exists under any treaty or international</u> | 1304 |
| <u>agreement.</u> | 1305 |
| <u>2. Nothing in this Compact is intended to infringe nor shall be</u> | 1306 |
| <u>construed to infringe upon the treaty power of the United</u> | 1307 |
| <u>States of America, nor shall any term hereof be construed to</u> | 1308 |
| <u>alter or amend any treaty or term thereof that has been or</u> | 1309 |
| <u>may hereafter be executed by the United States of America.</u> | 1310 |
| <u>3. Nothing in this Compact is intended to affect nor shall be</u> | 1311 |
| <u>construed to affect the application of the Boundary Waters</u> | 1312 |
| <u>Treaty of 1909 whose requirements continue to apply in</u> | 1313 |
| <u>addition to the requirements of this Compact.</u> | 1314 |
| <u>Section 8.3. Confidentiality.</u> | 1315 |
| <u>1. Nothing in this Compact requires a Party to breach</u> | 1316 |
| <u>confidentiality obligations or requirements prohibiting</u> | 1317 |

disclosure, or to compromise security of commercially 1318
sensitive or proprietary information. 1319

2. A Party may take measures, including but not limited to 1320
deletion and redaction, deemed necessary to protect any 1321
confidential, proprietary or commercially sensitive 1322
information when distributing information to other Parties. 1323
The Party shall summarize or paraphrase any such information 1324
in a manner sufficient for the Council to exercise its 1325
authorities contained in this Compact. 1326

Section 8.4. Additional Laws. 1327

Nothing in this Compact shall be construed to repeal, modify or 1328
qualify the authority of any Party to enact any legislation or 1329
enforce any additional conditions and restrictions regarding the 1330
management and regulation of Waters within its jurisdiction. 1331

Section 8.5. Amendments and Supplements. 1332

The provisions of this Compact shall remain in full force and 1333
effect until amended by action of the governing bodies of the 1334
Parties and consented to and approved by any other necessary 1335
authority in the same manner as this Compact is required to be 1336
ratified to become effective. 1337

Section 8.6. Severability. 1338

Should a court of competent jurisdiction hold any part of this 1339
Compact to be void or unenforceable, it shall be considered 1340
severable from those portions of the Compact capable of continued 1341
implementation in the absence of the voided provisions. All other 1342
provisions capable of continued implementation shall continue in 1343
full force and effect. 1344

Section 8.7. Duration of Compact and Termination. 1345

Once effective, the Compact shall continue in force and remain 1346
binding upon each and every Party unless terminated. 1347

This Compact may be terminated at any time by a majority vote of 1348
the Parties. In the event of such termination, all rights 1349
established under it shall continue unimpaired. 1350

ARTICLE 9 1351

EFFECTUATION 1352

Section 9.1. Repealer. 1353

All acts and parts of acts inconsistent with this act are to the 1354
extent of such inconsistency hereby repealed. 1355

Section 9.2. Effectuation by Chief Executive. 1356

The Governor is authorized to take such action as may be necessary 1357
and proper in his or her discretion to effectuate the Compact and 1358
the initial organization and operation thereunder. 1359

Section 9.3. Entire Agreement. 1360

The Parties consider this Compact to be complete and an integral 1361
whole. Each provision of this Compact is considered material to 1362
the entire Compact, and failure to implement or adhere to any 1363
provision may be considered a material breach. Unless otherwise 1364
noted in this Compact, any change or amendment made to the Compact 1365
by any Party in its implementing legislation or by the U.S. 1366
Congress when giving its consent to this Compact is not considered 1367
effective unless concurred in by all Parties. 1368

Section 9.4. Effective Date and Execution. 1369

This Compact shall become binding and effective when ratified 1370
through concurring legislation by the states of Illinois, Indiana, 1371
Michigan, Minnesota, New York, Ohio and Wisconsin and the 1372
Commonwealth of Pennsylvania and consented to by the Congress of 1373
the United States. This Compact shall be signed and sealed in nine 1374
identical original copies by the respective chief executives of 1375
the signatory Parties. One such copy shall be filed with the 1376
Secretary of State of each of the signatory Parties or in 1377

accordance with the laws of the state in which the filing is made, 1378
and one copy shall be filed and retained in the archives of the 1379
Council upon its organization. The signatures shall be affixed and 1380
attested under the following form: 1381

In Witness Whereof, and in evidence of the adoption and enactment 1382
into law of this Compact by the legislatures of the signatory 1383
parties and consent by the Congress of the United States, the 1384
respective Governors do hereby, in accordance with the authority 1385
conferred by law, sign this Compact in nine duplicate original 1386
copies, attested by the respective Secretaries of State, and have 1387
caused the seals of the respective states to be hereunto affixed 1388
this _____ day of (month), (year). 1389

Sec. 1522.02. The governor, ex officio, shall serve as this 1390
state's administrator of the Great Lakes-St. Lawrence river basin 1391
water resources compact. The governor shall appoint the director 1392
of natural resources as the governor's alternate for purposes of 1393
attending all meetings of the Great Lakes-St. Lawrence river basin 1394
water resources council and voting on matters before the council 1395
in the governor's absence. 1396

The governor shall do all of the following as administrator: 1397

(A) Receive copies of all agreements that are entered into 1398
pursuant to the compact by this state or its political 1399
subdivisions and other states or their political subdivisions; 1400

(B) Consult with, advise, and aid this state, other states, 1401
and political subdivisions in the formulation of such agreements; 1402

(C) Make any recommendations to the general assembly, 1403
legislatures of other states, governmental agencies, and political 1404
subdivisions that the governor considers desirable in order to 1405
effectuate the purposes of the compact; 1406

(D) Consult with and cooperate with the compact 1407

administrators of other states that are parties to the compact. 1408

Sec. 1522.03. (A) The director of natural resources shall do 1409
both of the following: 1410

(1) Adopt rules in accordance with Chapter 119. of the 1411
Revised Code for the implementation, administration, and 1412
enforcement of this chapter; 1413

(2) Enforce the Great Lakes-St. Lawrence river basin water 1414
resources compact and take appropriate actions to effectuate its 1415
purposes and intent. 1416

(B) Any appropriate state agency or governmental officer 1417
shall enforce the compact and take appropriate actions to 1418
effectuate its purpose and intent. 1419

Section 2. It is the intent of the General Assembly that on 1420
the effective date of the Great Lakes-St. Lawrence River Basin 1421
Water Resources Compact, as that date is specified in Section 9.4 1422
of the Compact as enacted in section 1522.01 of the Revised Code 1423
by this act, both of the following apply: 1424

(A) All provisions of the Revised Code that were inconsistent 1425
with the Compact prior to the effective date of the Compact shall 1426
have been amended or repealed in order to conform with the Compact 1427
in accordance with section 9.1 of the Compact. 1428

(B) Sections 1521.15 and 1521.16 of the Revised Code, as they 1429
exist on the effective date of this act or as subsequently 1430
amended, shall be used to implement Section 4.1 of the Compact. 1431

Section 3. Text that is italicized in the Great Lakes-St. 1432
Lawrence River Basin Water Resources Compact as presented in this 1433
act shall not be italicized but rather underlined in publications 1434
of the compact. 1435