

110TH CONGRESS
2D SESSION

H. R. 6577

To express the consent and approval of Congress to an interstate compact regarding water resources in the Great Lakes-St. Lawrence River Basin.

IN THE HOUSE OF REPRESENTATIVES

JULY 23, 2008

Mr. OBERSTAR (for himself, Mr. LATOURETTE, Mr. CONYERS, Mr. EHLERS, Mr. HIGGINS, Mr. ENGLISH of Pennsylvania, Ms. SUTTON, Mr. SENSENBRENNER, Mr. RYAN of Ohio, Mrs. MILLER of Michigan, Ms. BALDWIN, Mr. CAMP of Michigan, Ms. KAPTUR, Mr. PETRI, Mrs. JONES of Ohio, Mr. EMANUEL, Mr. KAGEN, Mr. LIPINSKI, Mr. NADLER, Mr. VISCLOSKY, Ms. MOORE of Wisconsin, Mr. OBEY, Mr. LEVIN, Mr. ROGERS of Michigan, Mr. KIRK, Mr. DINGELL, and Mr. KILDEE) introduced the following bill; which was referred to the Committee on the Judiciary

A BILL

To express the consent and approval of Congress to an interstate compact regarding water resources in the Great Lakes-St. Lawrence River Basin.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. CONSENT OF CONGRESS.**

4 (a) IN GENERAL.—The consent and approval of Con-
5 gress is given to the Great Lakes-St. Lawrence River
6 Basin Water Resources Compact entered into between the
7 States of Illinois, Indiana, Michigan, Minnesota, New

1 York, Ohio, and Wisconsin, and the Commonwealth of
 2 Pennsylvania, as set out in subsection (b).

3 (b) COMPACT.—The compact reads substantially as
 4 follows:

5 **“AGREEMENT**

6 **“Section 1.** The states of Illinois, Indiana, Michi-
 7 gan, Minnesota, New York, Ohio and Wisconsin and the
 8 Commonwealth of Pennsylvania hereby solemnly covenant
 9 and agree with each other, upon enactment of concurrent
 10 legislation by the respective state legislatures and consent
 11 by the Congress of the United States as follows:

12 **“GREAT LAKES-ST. LAWRENCE RIVER**
 13 **BASIN WATER RESOURCES COMPACT**

14 **“ARTICLE 1**

15 **“SHORT TITLE, DEFINITIONS, PURPOSES**
 16 **AND DURATION**

17 **“Section 1.1. Short Title.** This act shall be known
 18 and may be cited as the “Great Lakes-St. Lawrence River
 19 Basin Water Resources Compact”.

20 **“Section 1.2. Definitions.** For the purposes of this
 21 Compact, and of any supplemental or concurring legisla-
 22 tion enacted pursuant thereto, except as may be otherwise
 23 required by the context:

24 “‘Adaptive Management’ means a Water resources
 25 management system that provides a systematic process for

1 evaluation, monitoring and learning from the outcomes of
2 operational programs and adjustment of policies, plans
3 and programs based on experience and the evolution of
4 scientific knowledge concerning Water resources and
5 Water Dependent Natural Resources.

6 “‘Agreement’ means the Great Lakes-St. Lawrence
7 River Basin Sustainable Water Resources Agreement.

8 “‘Applicant’ means a Person who is required to sub-
9 mit a Proposal that is subject to management and regula-
10 tion under this Compact. ‘Application’ has a cor-
11 responding meaning.

12 “‘Basin’ or ‘Great Lakes-St. Lawrence River Basin’
13 means the watershed of the Great Lakes and the St. Law-
14 rence River upstream from Trois-Rivières, Québec within
15 the jurisdiction of the Parties.

16 “‘Basin Ecosystem’ or ‘Great Lakes-St. Lawrence
17 River Basin Ecosystem’ means the interacting components
18 of air, land, Water and living organisms, including human-
19 kind, within the Basin.

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

25 “‘Compact’ means this Compact.

1 “‘Consumptive Use’ means that portion of the Water
2 Withdrawn or withheld from the Basin that is lost or oth-
3 erwise not returned to the Basin due to evaporation, incor-
4 poration into Products, or other processes.

5 “‘Council’ means the Great Lakes-St. Lawrence
6 River Basin Water Resources Council, created by this
7 Compact.

8 “‘Council Review’ means the collective review by the
9 Council members as described in Article 4 of this Com-
10 pact.

11 “‘County’ means the largest territorial division for
12 local government in a State. The County boundaries shall
13 be defined as those boundaries that exist as of December
14 13, 2005.

15 “‘Cumulative Impacts’ means the impact on the
16 Basin Ecosystem that results from incremental effects of
17 all aspects of a Withdrawal, Diversion or Consumptive Use
18 in addition to other past, present, and reasonably foresee-
19 able future Withdrawals, Diversions and Consumptive
20 Uses regardless of who undertakes the other Withdrawals,
21 Diversions and Consumptive Uses. Cumulative Impacts
22 can result from individually minor but collectively signifi-
23 cant Withdrawals, Diversions and Consumptive Uses tak-
24 ing place over a period of time.

1 “‘Decision-Making Standard’ means the decision-
2 making standard established by Section 4.11 for Proposals
3 subject to management and regulation in Section 4.10.

4 “‘Diversion’ means a transfer of Water from the
5 Basin into another watershed, or from the watershed of
6 one of the Great Lakes into that of another by any means
7 of transfer, including but not limited to a pipeline, canal,
8 tunnel, aqueduct, channel, modification of the direction of
9 a water course, a tanker ship, tanker truck or rail tanker
10 but does not apply to Water that is used in the Basin
11 or a Great Lake watershed to manufacture or produce a
12 Product that is then transferred out of the Basin or water-
13 shed. ‘Divert’ has a corresponding meaning.

14 “‘Environmentally Sound and Economically Feasible
15 Water Conservation Measures’ means those measures,
16 methods, technologies or practices for efficient water use
17 and for reduction of water loss and waste or for reducing
18 a Withdrawal, Consumptive Use or Diversion that i) are
19 environmentally sound, ii) reflect best practices applicable
20 to the water use sector, iii) are technically feasible and
21 available, iv) are economically feasible and cost effective
22 based on an analysis that considers direct and avoided eco-
23 nomic and environmental costs and v) consider the par-
24 ticular facilities and processes involved, taking into ac-
25 count the environmental impact, age of equipment and fa-

1 cilities involved, the processes employed, energy impacts
2 and other appropriate factors.

3 “‘Exception’ means a transfer of Water that is ex-
4 cepted under Section 4.9 from the prohibition against Di-
5 versions in Section 4.8.

6 “‘Exception Standard’ means the standard for Ex-
7 ceptions established in Section 4.9.4.

8 “‘Intra-Basin Transfer’ means the transfer of Water
9 from the watershed of one of the Great Lakes into the
10 watershed of another Great Lake.

11 “‘Measures’ means any legislation, law, regulation,
12 directive, requirement, guideline, program, policy, admin-
13 istrative practice or other procedure.

14 “‘New or Increased Diversion’ means a new Diver-
15 sion, an increase in an existing Diversion, or the alteration
16 of an existing Withdrawal so that it becomes a Diversion.

17 “‘New or Increased Withdrawal or Consumptive Use’
18 means a new Withdrawal or Consumptive Use or an in-
19 crease in an existing Withdrawal or Consumptive Use.

20 “‘Originating Party’ means the Party within whose
21 jurisdiction an Application or registration is made or re-
22 quired.

23 “‘Party’ means a State party to this Compact.

24 “‘Person’ means a human being or a legal person,
25 including a government or a nongovernmental organiza-

1 tion, including any scientific, professional, business, non-
2 profit, or public interest organization or association that
3 is neither affiliated with, nor under the direction of a gov-
4 ernment.

5 “‘Product’ means something produced in the Basin
6 by human or mechanical effort or through agricultural
7 processes and used in manufacturing, commercial or other
8 processes or intended for intermediate or end use con-
9 sumers. (i) Water used as part of the packaging of a Prod-
10 uct shall be considered to be part of the Product. (ii)
11 Other than Water used as part of the packaging of a Prod-
12 uct, Water that is used primarily to transport materials
13 in or out of the Basin is not a Product or part of a Prod-
14 uct. (iii) Except as provided in (i) above, Water which is
15 transferred as part of a public or private supply is not
16 a Product or part of a Product. (iv) Water in its natural
17 state such as in lakes, rivers, reservoirs, aquifers, or water
18 basins is not a Product.

19 “‘Proposal’ means a Withdrawal, Diversion or Con-
20 sumptive Use of Water that is subject to this Compact.

21 “‘Province’ means Ontario or Québec.

22 “‘Public Water Supply Purposes’ means water dis-
23 tributed to the public through a physically connected sys-
24 tem of treatment, storage and distribution facilities serv-
25 ing a group of largely residential customers that may also

1 serve industrial, commercial, and other institutional opera-
2 tors. Water Withdrawn directly from the Basin and not
3 through such a system shall not be considered to be used
4 for Public Water Supply Purposes.

5 “‘Regional Body’ means the members of the Council
6 and the Premiers of Ontario and Québec or their designee
7 as established by the Agreement.

8 “‘Regional Review’ means the collective review by the
9 Regional Body as described in Article 4 of this Compact.

10 “‘Source Watershed’ means the watershed from
11 which a Withdrawal originates. If Water is Withdrawn di-
12 rectly from a Great Lake or from the St. Lawrence River,
13 then the Source Watershed shall be considered to be the
14 watershed of that Great Lake or the watershed of the St.
15 Lawrence River, respectively. If Water is Withdrawn from
16 the watershed of a stream that is a direct tributary to
17 a Great Lake or a direct tributary to the St. Lawrence
18 River, then the Source Watershed shall be considered to
19 be the watershed of that Great Lake or the watershed of
20 the St. Lawrence River, respectively, with a preference to
21 the direct tributary stream watershed from which it was
22 Withdrawn.

23 “‘Standard of Review and Decision’ means the Ex-
24 ception Standard, Decision-Making Standard and reviews
25 as outlined in Article 4 of this Compact.

1 “‘State’ means one of the states of Illinois, Indiana,
2 Michigan, Minnesota, New York, Ohio or Wisconsin or the
3 Commonwealth of Pennsylvania.

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

10 “‘Technical Review’ means a detailed review con-
11 ducted to determine whether or not a Proposal that re-
12 quires Regional Review under this Compact meets the
13 Standard of Review and Decision following procedures and
14 guidelines as set out in this Compact.

15 “‘Water’ means ground or surface water contained
16 within the Basin.

17 “‘Water Dependent Natural Resources’ means the
18 interacting components of land, Water and living orga-
19 nisms affected by the Waters of the Basin.

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

1 “‘Withdrawal’ means the taking of water from sur-
2 face water or groundwater. ‘Withdraw’ has a cor-
3 responding meaning.

4 **“Section 1.3. Findings and Purposes.**

5 “‘The legislative bodies of the respective Parties here-
6 by find and declare:

7 “1. Findings:

8 “a. The Waters of the Basin are precious
9 public natural resources shared and held in
10 trust by the States;

11 “b. The Waters of the Basin are inter-
12 connected and part of a single hydrologic sys-
13 tem;

14 “c. The Waters of the Basin can concu-
15 rrently serve multiple uses. Such multiple uses
16 include municipal, public, industrial, commer-
17 cial, agriculture, mining, navigation, energy de-
18 velopment and production, recreation, the sub-
19 sistence, economic and cultural activities of na-
20 tive peoples, Water quality maintenance, and
21 the maintenance of fish and wildlife habitat and
22 a balanced ecosystem. And, other purposes are
23 encouraged, recognizing that such uses are
24 interdependent and must be balanced;

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

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

10 “f. The Parties have a shared duty to pro-
11 tect, conserve, restore, improve and manage the
12 renewable but finite Waters of the Basin for the
13 use, benefit and enjoyment of all their citizens,
14 including generations yet to come. The most ef-
15 fective means of protecting, conserving, restor-
16 ing, improving and managing the Basin Waters
17 is through the joint pursuit of unified and coop-
18 erative principles, policies and programs mutu-
19 ally-agreed upon, enacted and adhered to by all
20 Parties.

21 “2. Purposes:

22 “a. To act together to protect, conserve, re-
23 store, improve and effectively manage the Waters
24 and Water Dependent Natural Resources of the
25 Basin under appropriate arrangements for intergov-

1 ernmental cooperation and consultation because cur-
2 rent lack of full scientific certainty should not be
3 used as a reason for postponing measures to protect
4 the Basin Ecosystem;

5 “b. To remove causes of present and future
6 controversies;

7 “c. To provide for cooperative planning and ac-
8 tion by the Parties with respect to such Water re-
9 sources;

10 “d. To facilitate consistent approaches to Water
11 management across the Basin while retaining State
12 management authority over Water management de-
13 cisions within the Basin;

14 “e. To facilitate the exchange of data, strength-
15 en the scientific information base upon which deci-
16 sions are made and engage in consultation on the
17 potential effects of proposed Withdrawals and losses
18 on the Waters and Water Dependent Natural Re-
19 sources of the Basin;

20 “f. To prevent significant adverse impacts of
21 Withdrawals and losses on the Basin’s ecosystems
22 and watersheds;

23 “g. To promote interstate and State-Provincial
24 comity; and,

1 “h. To promote an Adaptive Management ap-
2 proach to the conservation and management of
3 Basin Water resources, which recognizes, considers
4 and provides adjustments for the uncertainties in,
5 and evolution of, scientific knowledge concerning the
6 Basin’s Waters and Water Dependent Natural Re-
7 sources.

8 **“Section 1.4. Science.**

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

13 “2. The strategy shall guide the collection and appli-
14 cation of scientific information to support:

15 “a. An improved understanding of the indi-
16 vidual and Cumulative Impacts of Withdrawals from
17 various locations and Water sources on the Basin
18 Ecosystem and to develop a mechanism by which im-
19 pacts of Withdrawals may be assessed;

20 “b. The periodic assessment of Cumulative Im-
21 pacts of Withdrawals, Diversions and Consumptive
22 Uses on a Great Lake and St. Lawrence River wa-
23 tershed basis;

24 “c. Improved scientific understanding of the
25 Waters of the Basin;

1 “d. Improved understanding of the role of
2 groundwater in Basin Water resources management;
3 and,

4 “e. The development, transfer and application
5 of science and research related to Water conserva-
6 tion and Water use efficiency.

7 **“ARTICLE 2**

8 **“ORGANIZATION**

9 **“Section 2.1. Council Created.**

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

15 **“Section 2.2. Council Membership.**

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

18 **“Section 2.3. Alternates.**

19 “Each member of the Council shall appoint at least
20 one alternate who may act in his or her place and stead,
21 with authority to attend all meetings of the Council and
22 with power to vote in the absence of the member. Unless
23 otherwise provided by law of the Party for which he or
24 she is appointed, each alternate shall serve during the
25 term of the member appointing him or her, subject to re-

1 moval at the pleasure of the member. In the event of a
2 vacancy in the office of alternate, it shall be filled in the
3 same manner as an original appointment for the unexpired
4 term only.

5 **“Section 2.4. Voting.**

6 “1. Each member is entitled to one vote on all mat-
7 ters that may come before the Council.

8 “2. Unless otherwise stated, the rule of decision shall
9 be by a simple majority.

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

17 “4. The participation of Council members from a ma-
18 jority of the Parties shall constitute a quorum for the
19 transaction of business at any meeting of the Council.

20 **“Section 2.5. Organization and Procedure.**

21 “The Council shall provide for its own organization
22 and procedure, and may adopt rules and regulations gov-
23 erning its meetings and transactions, as well as the proce-
24 dures and timeline for submission, review and consider-
25 ation of Proposals that come before the Council for its

1 review and action. The Council shall organize, annually,
2 by the election of a Chair and Vice Chair from among
3 its members. Each member may appoint an advisor, who
4 may attend all meetings of the Council and its committees,
5 but shall not have voting power. The Council may employ
6 or appoint professional and administrative personnel, in-
7 cluding an Executive Director, as it may deem advisable,
8 to carry out the purposes of this Compact.

9 **“Section 2.6. Use of Existing Offices and Agen-**
10 **cies.**

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

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

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

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

24 **“Section 2.7. Jurisdiction.**

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

8 **“Section 2.8. Status, Immunities and Privi-
9 leges.**

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

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

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

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

6 **“Section 2.9. Advisory Committees.**

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

13 **“ARTICLE 3**

14 **“GENERAL POWERS AND DUTIES**

15 **“Section 3.1. General.**

16 “The Waters and Water Dependent Natural Re-
 17 sources of the Basin are subject to the sovereign right and
 18 responsibilities of the Parties, and it is the purpose of this
 19 Compact to provide for joint exercise of such powers of
 20 sovereignty by the Council in the common interests of the
 21 people of the region, in the manner and to the extent pro-
 22 vided in this Compact. The Council and the Parties shall
 23 use the Standard of Review and Decision and procedures
 24 contained in or adopted pursuant to this Compact as the
 25 means to exercise their authority under this Compact. The

1 Council may revise the Standard of Review and Decision,
2 after consultation with the Provinces and upon unanimous
3 vote of all Council members, by regulation duly adopted
4 in accordance with Section 3.3 of this Compact and in ac-
5 cordance with each Party's respective statutory authorities
6 and applicable procedures. The Council shall identify pri-
7 orities and develop plans and policies relating to Basin
8 Water resources. It shall adopt and promote uniform and
9 coordinated policies for Water resources conservation and
10 management in the Basin.

11 **“Section 3.2. Council Powers.**

12 “The Council may: plan; conduct research and col-
13 lect, compile, analyze, interpret, report and disseminate
14 data on Water resources and uses; forecast Water levels;
15 conduct investigations; institute court actions; design, ac-
16 quire, construct, reconstruct, own, operate, maintain, con-
17 trol, sell and convey real and personal property and any
18 interest therein as it may deem necessary, useful or con-
19 venient to carry out the purposes of this Compact; make
20 contracts; receive and accept such payments, appropria-
21 tions, grants, gifts, loans, advances and other funds, prop-
22 erties and services as may be transferred or made avail-
23 able to it by any Party or by any other public or private
24 agency, corporation or individual; and, exercise such other
25 and different powers as may be delegated to it by this

1 Compact or otherwise pursuant to law, and have and exer-
2 cise all powers necessary or convenient to carry out its
3 express powers or which may be reasonably implied there-
4 from.

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

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

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

22 **“Section 3.4. Program Review and Findings.**

23 “1. Each Party shall submit a report to the Council
24 and the Regional Body detailing its Water management
25 and conservation and efficiency programs that implement

1 this Compact. The report shall set out the manner in
2 which Water Withdrawals are managed by sector, Water
3 source, quantity or any other means, and how the provi-
4 sions of the Standard of Review and Decision and con-
5 servation and efficiency programs are implemented. The
6 first report shall be provided by each Party one year from
7 the effective date of this Compact and thereafter every 5
8 years.

9 “2. The Council, in cooperation with the Provinces,
10 shall review its Water management and conservation and
11 efficiency programs and those of the Parties that are es-
12 tablished in this Compact and make findings on whether
13 the Water management program provisions in this Com-
14 pact are being met, and if not, recommend options to as-
15 sist the Parties in meeting the provisions of this Compact.
16 Such review shall take place:

17 “a. 30 days after the first report is submitted
18 by all Parties; and,

19 “b. Every five years after the effective date of
20 this Compact; and,

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

23 “3. As one of its duties and responsibilities, the
24 Council may recommend a range of approaches to the Par-
25 ties with respect to the development, enhancement and ap-

1 plication of Water management and conservation and effi-
2 ciency programs to implement the Standard of Review and
3 Decision reflecting improved scientific understanding of
4 the Waters of the Basin, including groundwater, and the
5 impacts of Withdrawals on the Basin Ecosystem.

6 **“ARTICLE 4**
7 **“WATER MANAGEMENT AND REGULATION**
8 **“Section 4.1. Water Resources Inventory, Reg-**
9 **istration and Reporting.**

10 “1. Within five years of the effective date of this
11 Compact, each Party shall develop and maintain a Water
12 resources inventory for the collection, interpretation, stor-
13 age, retrieval exchange, and dissemination of information
14 concerning the Water resources of the Party, including,
15 but not limited to, information on the location, type, quan-
16 tity, and use of those resources and the location, type, and
17 quantity of Withdrawals, Diversions and Consumptive
18 Uses. To the extent feasible, the Water resources inven-
19 tory shall be developed in cooperation with local, State,
20 federal, tribal and other private agencies and entities, as
21 well as the Council. Each Party’s agencies shall cooperate
22 with that Party in the development and maintenance of
23 the inventory.

24 “2. The Council shall assist each Party to develop
25 a common base of data regarding the management of the

1 Water Resources of the Basin and to establish systematic
2 arrangements for the exchange of those data with other
3 States and Provinces.

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

1 “4. All registrants shall annually report the monthly
2 volumes of the Withdrawal, Consumptive Use and Diver-
3 sion in gallons to the Originating Party and any other in-
4 formation requested by the Originating Party.

5 “5. Each Party shall annually report the information
6 gathered pursuant to this Section to a Great Lakes-St.
7 Lawrence River Water use data base repository and aggre-
8 gated information shall be made publicly available, con-
9 sistent with the confidentiality requirements in Section
10 8.3.

11 “6. Information gathered by the Parties pursuant to
12 this Section shall be used to improve the sources and ap-
13 plications of scientific information regarding the Waters
14 of the Basin and the impacts of the Withdrawals and Di-
15 versions from various locations and Water sources on the
16 Basin Ecosystem, and to better understand the role of
17 groundwater in the Basin. The Council and the Parties
18 shall coordinate the collection and application of scientific
19 information to further develop a mechanism by which indi-
20 vidual and Cumulative Impacts of Withdrawals, Consump-
21 tive Uses and Diversions shall be assessed.

22 **“Section 4.2. Water Conservation and Effi-**
23 **ciency Programs.**

24 “1. The Council commits to identify, in cooperation
25 with the Provinces, Basin-wide Water conservation and ef-

1 efficiency objectives to assist the Parties in developing their
2 Water conservation and efficiency program. These objec-
3 tives are based on the goals of:

4 “a. Ensuring improvement of the Waters and
5 Water Dependent Natural Resources;

6 “b. Protecting and restoring the hydrologic and
7 ecosystem integrity of the Basin;

8 “c. Retaining the quantity of surface water and
9 groundwater in the Basin;

10 “d. Ensuring sustainable use of Waters of the
11 Basin; and,

12 “e. Promoting the efficiency of use and reduc-
13 ing losses and waste of Water.

14 “2. Within two years of the effective date of this
15 Compact, each Party shall develop its own Water con-
16 servation and efficiency goals and objectives consistent
17 with the Basin-wide goals and objectives, and shall develop
18 and implement a Water conservation and efficiency pro-
19 gram, either voluntary or mandatory, within its jurisdic-
20 tion based on the Party’s goals and objectives. Each Party
21 shall annually assess its programs in meeting the Party’s
22 goals and objectives, report to the Council and the Re-
23 gional Body and make this annual assessment available
24 to the public.

1 “3. Beginning five years after the effective date of
2 this Compact, and every five years thereafter, the Council,
3 in cooperation with the Provinces, shall review and modify
4 as appropriate the Basin-wide objectives, and the Parties
5 shall have regard for any such modifications in imple-
6 menting their programs. This assessment will be based on
7 examining new technologies, new patterns of Water use,
8 new resource demands and threats, and the Cumulative
9 Impact assessment under Section 4.15.

10 “4. Within two years of the effective date of this
11 Compact, the Parties commit to promote Environmentally
12 Sound and Economically Feasible Water Conservation
13 Measures such as:

14 “a. Measures that promote efficient use of
15 Water;

16 “b. Identification and sharing of best manage-
17 ment practices and state of the art conservation and
18 efficiency technologies;

19 “c. Application of sound planning principles;

20 “d. Demand-side and supply-side Measures or
21 incentives; and,

22 “e. Development, transfer and application of
23 science and research.

24 “5. Each Party shall implement in accordance with
25 paragraph 2 above a voluntary or mandatory Water con-

1 servation program for all, including existing, Basin Water
2 users. Conservation programs need to adjust to new de-
3 mands and the potential impacts of cumulative effects and
4 climate.

5 **“Section 4.3. Party Powers and Duties.**

6 “1. Each Party, within its jurisdiction, shall manage
7 and regulate New or Increased Withdrawals, Consumptive
8 Uses and Diversions, including Exceptions, in accordance
9 with this Compact.

10 “2. Each Party shall require an Applicant to submit
11 an Application in such manner and with such accom-
12 panying information as the Party shall prescribe.

13 “3. No Party may approve a Proposal if the Party
14 determines that the Proposal is inconsistent with this
15 Compact or the Standard of Review and Decision or any
16 implementing rules or regulations promulgated there-
17 under. The Party may approve, approve with modifica-
18 tions or disapprove any Proposal depending on the Pro-
19 posal’s consistency with this Compact and the Standard
20 of Review and Decision.

21 “4. Each Party shall monitor the implementation of
22 any approved Proposal to ensure consistency with the ap-
23 proval and may take all necessary enforcement actions.

24 “5. No Party shall approve a Proposal subject to
25 Council or Regional Review, or both, pursuant to this

1 Compact unless it shall have been first submitted to and
2 reviewed by either the Council or Regional Body, or both,
3 and approved by the Council, as applicable. Sufficient op-
4 portunity shall be provided for comment on the Proposal's
5 consistency with this Compact and the Standard of Review
6 and Decision. All such comments shall become part of the
7 Party's formal record of decision, and the Party shall take
8 into consideration any such comments received.

9 **“Section 4.4. Requirement for Originating**
10 **Party Approval.**

11 “No Proposal subject to management and regulation
12 under this Compact shall hereafter be undertaken by any
13 Person unless it shall have been approved by the Ori-
14 ginating Party.

15 **“Section 4.5. Regional Review.**

16 “1. General.

17 “a. It is the intention of the Parties to partici-
18 pate in Regional Review of Proposals with the Prov-
19 inces, as described in this Compact and the Agree-
20 ment.

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

1 “c. Proposals for Exceptions subject to Re-
2 gional Review shall be submitted by the Originating
3 Party to the Regional Body for Regional Review,
4 and where applicable, to the Council for concurrent
5 review.

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

17 “e. The Originating Party shall have lead re-
18 sponsibility for coordinating information for resolu-
19 tion of issues related to evaluation of a Proposal,
20 and shall consult with the Applicant throughout the
21 Regional Review Process.

22 “f. A majority of the members of the Regional
23 Body may request Regional Review of a regionally
24 significant or potentially precedent setting Proposal.
25 Such Regional Review must be conducted, to the ex-

1 tent possible, within the time frames set forth in this
2 Section. Any such Regional Review shall be under-
3 taken only after consulting the Applicant.

4 “2. Notice from Originating Party to the Regional
5 Body.

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

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

15 “c. An Originating Party may:

16 “i. Provide notice to the Regional Body of
17 an Application, even if notification is not re-
18 quired; or,

19 “ii. Request Regional Review of an applica-
20 tion, even if Regional Review is not required.
21 Any such Regional Review shall be undertaken
22 only after consulting the Applicant.

23 “d. An Originating Party may provide prelimi-
24 nary notice of a potential Proposal.

25 “3. Public Participation.

1 “a. To ensure adequate public participation, the
2 Regional Body shall adopt procedures for the review
3 of Proposals that are subject to Regional Review in
4 accordance with this Article.

5 “b. The Regional Body shall provide notice to
6 the public of a Proposal undergoing Regional Re-
7 view. Such notice shall indicate that the public has
8 an opportunity to comment in writing to the Re-
9 gional Body on whether the Proposal meets the
10 Standard of Review and Decision.

11 “c. The Regional Body shall hold a public meet-
12 ing in the State or Province of the Originating Party
13 in order to receive public comment on the issue of
14 whether the Proposal under consideration meets the
15 Standard of Review and Decision.

16 “d. The Regional Body shall consider the com-
17 ments received before issuing a Declaration of Find-
18 ing.

19 “e. The Regional Body shall forward the com-
20 ments it receives to the Originating Party.

21 “4. Technical Review.

22 “a. The Originating Party shall provide the Re-
23 gional Body with its Technical Review of the Pro-
24 posal under consideration.

1 “b. The Originating Party’s Technical Review
2 shall thoroughly analyze the Proposal and provide an
3 evaluation of the Proposal sufficient for a deter-
4 mination of whether the Proposal meets the Stand-
5 ard of Review and Decision.

6 “c. Any member of the Regional Body may con-
7 duct their own Technical Review of any Proposal
8 subject to Regional Review.

9 “d. At the request of the majority of its mem-
10 bers, the Regional Body shall make such arrange-
11 ments as it considers appropriate for an independent
12 Technical Review of a Proposal.

13 “e. All Parties shall exercise their best efforts
14 to ensure that a Technical Review undertaken under
15 Sections 4.5.4.c and 4.5.4.d does not unnecessarily
16 delay the decision by the Originating Party on the
17 Application. Unless the Applicant or the Originating
18 Party otherwise requests, all Technical Reviews shall
19 be completed no later than 60 days after the date
20 the notice of the Proposal was given to the Regional
21 Body.

22 “5. Declaration of Finding.

23 “a. The Regional Body shall meet to consider
24 a Proposal. The Applicant shall be provided with an

1 opportunity to present the Proposal to the Regional
2 Body at such time.

3 “b. The Regional Body, having considered the
4 notice, the Originating Party’s Technical Review,
5 any other independent Technical Review that is
6 made, any comments or objections including the
7 analysis of comments made by the public, First Na-
8 tions and federally recognized Tribes, and any other
9 information that is provided under this Compact
10 shall issue a Declaration of Finding that the Pro-
11 posal under consideration:

12 “i. Meets the Standard of Review and De-
13 cision;

14 “ii. Does not meet the Standard of Review
15 and Decision; or,

16 “iii. Would meet the Standard of Review
17 and Decision if certain conditions were met.

18 “c. An Originating Party may decline to partici-
19 pate in a Declaration of Finding made by the Re-
20 gional Body.

21 “d. The Parties recognize and affirm that it is
22 preferable for all members of the Regional Body to
23 agree whether the Proposal meets the Standard of
24 Review and Decision.

1 “e. If the members of the Regional Body who
2 participate in the Declaration of Finding all agree,
3 they shall issue a written Declaration of Finding
4 with consensus.

5 “f. In the event that the members cannot agree,
6 the Regional Body shall make every reasonable ef-
7 fort to achieve consensus within 25 days.

8 “g. Should consensus not be achieved, the Re-
9 gional Body may issue a Declaration of Finding that
10 presents different points of view and indicates each
11 Party’s conclusions.

12 “h. The Regional Body shall release the Dec-
13 larations of Finding to the public.

14 “i. The Originating Party and the Council shall
15 consider the Declaration of Finding before making a
16 decision on the Proposal.

17 **“Section 4.6. Proposals Subject to Prior No-**
18 **tice.**

19 “1. Beginning no later than five years of the effective
20 date of this Compact, the Originating Party shall provide
21 all Parties and the Provinces with detailed and timely no-
22 tice and an opportunity to comment within 90 days on
23 any Proposal for a New or Increased Consumptive Use
24 of 5 million gallons per day or greater average in any 90-
25 day period. Comments shall address whether or not the

1 Proposal is consistent with the Standard of Review and
2 Decision. The Originating Party shall provide a response
3 to any such comment received from another Party.

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

9 **“Section 4.7. Council Actions.**

10 “1. Proposals for Exceptions subject to Council Re-
11 view shall be submitted by the Originating Party to the
12 Council for Council Review, and where applicable, to the
13 Regional Body for concurrent review.

14 “2. The Council shall review and take action on Pro-
15 posals in accordance with this Compact and the Standard
16 of Review and Decision. The Council shall not take action
17 on a Proposal subject to Regional Review pursuant to this
18 Compact unless the Proposal shall have been first sub-
19 mitted to and reviewed by the Regional Body. The Council
20 shall consider any findings resulting from such review.

21 **“Section 4.8. Prohibition of New or Increased**
22 **Diversions.**

23 “All New or Increased Diversions are prohibited, ex-
24 cept as provided for in this Article.

1 **“Section 4.9. Exceptions to the Prohibition of**
2 **Diversions.**

3 “1. Straddling Communities. A Proposal to transfer
4 Water to an area within a Straddling Community but out-
5 side the Basin or outside the source Great Lake Water-
6 shed shall be excepted from the prohibition against Diver-
7 sions and be managed and regulated by the Originating
8 Party provided that, regardless of the volume of Water
9 transferred, all the Water so transferred shall be used
10 solely for Public Water Supply Purposes within the Strad-
11 dling Community, and:

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

18 “i. Is part of a water supply or wastewater
19 treatment system that combines water from in-
20 side and outside of the Basin;

21 “ii. Is treated to meet applicable water
22 quality discharge standards and to prevent the
23 introduction of invasive species into the Basin;

24 “iii. Maximizes the portion of water re-
25 turned to the Source Watershed as Basin

1 Water and minimizes the surface water or
2 groundwater from outside the Basin;

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

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

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

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

21 “b. If the Proposal results from a New or In-
22 creased Withdrawal 100,000 gallons per day or
23 greater average over any 90-day period and if the
24 Consumptive Use resulting from the Withdrawal is

1 less than 5 million gallons per day average over any
2 90-day period:

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

9 “ii. The Applicant shall demonstrate that
10 there is no feasible, cost effective, and environ-
11 mentally sound water supply alternative within
12 the Great Lake watershed to which the Water
13 will be transferred, including conservation of ex-
14 isting water supplies; and,

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

18 “c. If the Proposal results in a New or In-
19 creased Consumptive Use of 5 million gallons per
20 day or greater average over any 90-day period:

21 “i. The Proposal shall be subject to man-
22 agement and regulation by the Originating
23 Party and shall meet the Exception Standard,
24 ensuring that Water Withdrawn shall be re-
25 turned to the Source Watershed;

1 “ii. The Applicant shall demonstrate that
2 there is no feasible, cost effective, and environ-
3 mentally sound water supply alternative within
4 the Great Lake watershed to which the Water
5 will be transferred, including conservation of ex-
6 isting water supplies;

7 “iii. The Proposal undergoes Regional Re-
8 view; and,

9 “iv. The Proposal is approved by the
10 Council. Council approval shall be given unless
11 one or more Council Members vote to dis-
12 approve.

13 “3. Straddling Counties. A Proposal to transfer
14 Water to a Community within a Straddling County that
15 would be considered a Diversion under this Compact shall
16 be excepted from the prohibition against Diversions, pro-
17 vided that it satisfies all of the following conditions:

18 “a. The Water shall be used solely for the Pub-
19 lic Water Supply Purposes of the Community within
20 a Straddling County that is without adequate sup-
21 plies of potable water;

22 “b. The Proposal meets the Exception Stand-
23 ard, maximizing the portion of water returned to the
24 Source Watershed as Basin Water and minimizing

1 the surface water or groundwater from outside the
2 Basin;

3 “c. The Proposal shall be subject to manage-
4 ment and regulation by the Originating Party, re-
5 gardless of its size;

6 “d. There is no reasonable water supply alter-
7 native within the basin in which the community is
8 located, including conservation of existing water sup-
9 plies;

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

15 “f. The Proposal undergoes Regional Review;
16 and,

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

20 A Proposal must satisfy all of the conditions listed above.
21 Further, substantive consideration will also be given to
22 whether or not the Proposal can provide sufficient scientif-
23 ically based evidence that the existing water supply is de-
24 rived from groundwater that is hydrologically inter-
25 connected to Waters of the Basin.

1 “4. Exception Standard. Proposals subject to man-
2 agement and regulation in this Section shall be declared
3 to meet this Exception Standard and may be approved as
4 appropriate only when the following criteria are met:

5 “a. The need for all or part of the proposed Ex-
6 ception cannot be reasonably avoided through the ef-
7 ficient use and conservation of existing water sup-
8 plies;

9 “b. The Exception will be limited to quantities
10 that are considered reasonable for the purposes for
11 which it is proposed;

12 “c. All Water Withdrawn shall be returned, ei-
13 ther naturally or after use, to the Source Watershed
14 less an allowance for Consumptive Use. No surface
15 water or groundwater from the outside the Basin
16 may be used to satisfy any portion of this criterion
17 except if it:

18 “i. Is part of a water supply or wastewater
19 treatment system that combines water from in-
20 side and outside of the Basin;

21 “ii. Is treated to meet applicable water
22 quality discharge standards and to prevent the
23 introduction of invasive species into the Basin;

24 “d. The Exception will be implemented so as to
25 ensure that it will result in no significant individual

1 or cumulative adverse impacts to the quantity or
2 quality of the Waters and Water Dependent Natural
3 Resources of the Basin with consideration given to
4 the potential Cumulative Impacts of any precedent-
5 setting consequences associated with the Proposal;

6 “e. The Exception will be implemented so as to
7 incorporate Environmentally Sound and Economi-
8 cally Feasible Water Conservation Measures to mini-
9 mize Water Withdrawals or Consumptive Use;

10 “f. The Exception will be implemented so as to
11 ensure that it is in compliance with all applicable
12 municipal, State and federal laws as well as regional
13 interstate and international agreements, including
14 the Boundary Waters Treaty of 1909; and,

15 “g. All other applicable criteria in Section 4.9
16 have also been met.

17 **“Section 4.10. Management and Regulation of**
18 **New or Increased Withdrawals and Consump-**
19 **tive Uses.**

20 “1. Within five years of the effective date of this
21 Compact, each Party shall create a program for the man-
22 agement and regulation of New or Increased Withdrawals
23 and Consumptive Uses by adopting and implementing
24 Measures consistent with the Decision-Making Standard.
25 Each Party, through a considered process, shall set and

1 may modify threshold levels for the regulation of New or
2 Increased Withdrawals in order to assure an effective and
3 efficient Water management program that will ensure that
4 uses overall are reasonable, that Withdrawals overall will
5 not result in significant impacts to the Waters and Water
6 Dependent Natural Resources of the Basin, determined on
7 the basis of significant impacts to the physical, chemical,
8 and biological integrity of Source Watersheds, and that
9 all other objectives of the Compact are achieved. Each
10 Party may determine the scope and thresholds of its pro-
11 gram, including which New or Increased Withdrawals and
12 Consumptive Uses will be subject to the program.

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

19 “3. The Parties intend programs for New or In-
20 creased Withdrawals and Consumptive Uses to evolve as
21 may be necessary to protect Basin Waters. Pursuant to
22 Section 3.4, the Council, in cooperation with the Prov-
23 inces, shall periodically assess the Water management pro-
24 grams of the Parties. Such assessments may produce rec-
25 ommendations for the strengthening of the programs, in-

1 cluding without limitation, establishing lower thresholds
2 for management and regulation in accordance with the
3 Decision-Making Standard.

4 **“Section 4.11. Decision-Making Standard.**

5 “Proposals subject to management and regulation in
6 Section 4.10 shall be declared to meet this Decision-Mak-
7 ing Standard and may be approved as appropriate only
8 when the following criteria are met:

9 “1. All Water Withdrawn shall be returned, ei-
10 ther naturally or after use, to the Source Watershed
11 less an allowance for Consumptive Use;

12 “2. The Withdrawal or Consumptive Use will be
13 implemented so as to ensure that the Proposal will
14 result in no significant individual or cumulative ad-
15 verse impacts to the quantity or quality of the Wa-
16 ters and Water Dependent Natural Resources and
17 the applicable Source Watershed;

18 “3. The Withdrawal or Consumptive Use will be
19 implemented so as to incorporate Environmentally
20 Sound and Economically Feasible Water Conserva-
21 tion Measures;

22 “4. The Withdrawal or Consumptive Use will be
23 implemented so as to ensure that it is in compliance
24 with all applicable municipal, State and federal laws
25 as well as regional interstate and international

1 agreements, including the Boundary Waters Treaty
2 of 1909;

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

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

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

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

17 “d. The supply potential of the water
18 source, considering quantity, quality, and reli-
19 ability and safe yield of hydrologically inter-
20 connected water sources;

21 “e. The probable degree and duration of
22 any adverse impacts caused or expected to be
23 caused by the proposed Withdrawal and use
24 under foreseeable conditions, to other lawful
25 consumptive or non-consumptive uses of water

1 or to the quantity or quality of the Waters and
2 Water Dependent Natural Resources of the
3 Basin, and the proposed plans and arrange-
4 ments for avoidance or mitigation of such im-
5 pacts; and,

6 “f. If a Proposal includes restoration of
7 hydrologic conditions and functions of the
8 Source Watershed, the Party may consider
9 that.

10 **“Section 4.12. Applicability.**

11 “1. Minimum Standard. This Standard of Review
12 and Decision shall be used as a minimum standard. Par-
13 ties may impose a more restrictive decision-making stand-
14 ard for Withdrawals under their authority. It is also ac-
15 knowledged that although a Proposal meets the Standard
16 of Review and Decision it may not be approved under the
17 laws of the Originating Party that has implemented more
18 restrictive Measures.

19 “2. Baseline.

20 “a. To establish a baseline for determining a
21 New or Increased Diversion, Consumptive Use or
22 Withdrawal, each Party shall develop either or both
23 of the following lists for their jurisdiction:

24 “i. A list of existing Withdrawal approvals
25 as of the effective date of the Compact;

1 “ii. A list of the capacity of existing sys-
2 tems as of the effective date of this Compact.
3 The capacity of the existing systems should be
4 presented in terms of Withdrawal capacity,
5 treatment capacity, distribution capacity, or
6 other capacity limiting factors. The capacity of
7 the existing systems must represent the state of
8 the systems. Existing capacity determinations
9 shall be based upon approval limits or the most
10 restrictive capacity information.

11 “b. For all purposes of this Compact, volumes
12 of Diversions, Consumptive Uses, or Withdrawals of
13 Water set forth in the list(s) prepared by each Party
14 in accordance with this Section, shall constitute the
15 baseline volume.

16 “c. The list(s) shall be furnished to the Re-
17 gional Body and the Council within one year of the
18 effective date of this Compact.

19 “3. Timing of Additional Applications. Applications
20 for New or Increased Withdrawals, Consumptive Uses or
21 Exceptions shall be considered cumulatively within ten
22 years of any application.

23 “4. Change of Ownership. Unless a new owner pro-
24 poses a project that shall result in a Proposal for a New
25 or Increased Diversion or Consumptive Use subject to Re-

1 gional Review or Council approval, the change of owner-
2 ship in and of itself shall not require Regional Review or
3 Council approval.

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

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

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

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

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

23 “10. Bulk Water Transfer. A Proposal to Withdraw
24 Water and to remove it from the Basin in any container
25 greater than 5.7 gallons shall be treated under this Com-

1 pact in the same manner as a Proposal for a Diversion.
2 Each Party shall have the discretion, within its jurisdic-
3 tion, to determine the treatment of Proposals to Withdraw
4 Water and to remove it from the Basin in any container
5 of 5.7 gallons or less.

6 **“Section 4.13. Exemptions.**

7 “Withdrawals from the Basin for the following pur-
8 poses are exempt from the requirements of Article 4.

9 “1. To supply vehicles, including vessels and
10 aircraft, whether for the needs of the persons or ani-
11 mals being transported or for ballast or other needs
12 related to the operation of the vehicles.

13 “2. To use in a non-commercial project on a
14 short-term basis for firefighting, humanitarian, or
15 emergency response purposes.

16 **“Section 4.14. U.S. Supreme Court Decree:**
17 ***Wisconsin et al. v. Illinois et al.***

18 “1. Notwithstanding any terms of this Compact to
19 the contrary, with the exception of Paragraph 5 of this
20 Section, current, New or Increased Withdrawals, Con-
21 sumptive Uses and Diversions of Basin Water by the State
22 of Illinois shall be governed by the terms of the United
23 States Supreme Court decree in *Wisconsin et al. v. Illinois*
24 *et al.* and shall not be subject to the terms of this Compact
25 nor any rules or regulations promulgated pursuant to this

1 Compact. This means that, with the exception of Para-
2 graph 5 of this Section, for purposes of this Compact, cur-
3 rent, New or Increased Withdrawals, Consumptive Uses
4 and Diversions of Basin Water within the State of Illinois
5 shall be allowed unless prohibited by the terms of the
6 United States Supreme Court decree in *Wisconsin et al.*
7 *v. Illinois et al.*

8 “2. The Parties acknowledge that the United States
9 Supreme Court decree in *Wisconsin et al. v. Illinois et al.*
10 shall continue in full force and effect, that this Compact
11 shall not modify any terms thereof, and that this Compact
12 shall grant the parties no additional rights, obligations,
13 remedies or defenses thereto. The Parties specifically ac-
14 knowledge that this Compact shall not prohibit or limit
15 the State of Illinois in any manner from seeking additional
16 Basin Water as allowed under the terms of the United
17 States Supreme Court decree in *Wisconsin et al. v. Illinois*
18 *et al.*, any other party from objecting to any request by
19 the State of Illinois for additional Basin Water under the
20 terms of said decree, or any party from seeking any other
21 type of modification to said decree. If an application is
22 made by any party to the Supreme Court of the United
23 States to modify said decree, the Parties to this Compact
24 who are also parties to the decree shall seek formal input
25 from the Canadian Provinces of Ontario and Québec, with

1 respect to the proposed modification, use best efforts to
2 facilitate the appropriate participation of said Provinces
3 in the proceedings to modify the decree, and shall not un-
4 reasonably impede or restrict such participation.

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

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

23 “5. In the event of a Proposal for a Diversion of
24 Basin Water for use outside the territorial boundaries of
25 the Parties to this Compact, decisions by the State of Illi-

1 nois regarding such a Proposal would be subject to all
2 terms of this Compact, except Paragraphs 1, 3 and 4 of
3 this Section.

4 “6. For purposes of the State of Illinois’ participation
5 in this Compact, the entirety of this Section 4.14 is nec-
6 essary for the continued implementation of this Compact
7 and, if severed, this Compact shall no longer be binding
8 on or enforceable by or against the State of Illinois.

9 **“Section 4.15. Assessment of Cumulative Im-**
10 **pacts.**

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

24 “a. Utilize the most current and appropriate
25 guidelines for such a review, which may include but

1 not be limited to Council on Environmental Quality
2 and Environment Canada guidelines;

3 “b. Give substantive consideration to climate
4 change or other significant threats to Basin Waters
5 and take into account the current state of scientific
6 knowledge, or uncertainty, and appropriate Meas-
7 ures to exercise caution in cases of uncertainty if se-
8 rious damage may result;

9 “c. Consider adaptive management principles
10 and approaches, recognizing, considering and pro-
11 viding adjustments for the uncertainties in, and evo-
12 lution of science concerning the Basin’s water re-
13 sources, watersheds and ecosystems, including poten-
14 tial changes to Basin-wide processes, such as lake
15 level cycles and climate.

16 “2. The Parties have the responsibility of conducting
17 this Cumulative Impact assessment. Applicants are not re-
18 quired to participate in this assessment.

19 “3. Unless required by other statutes, Applicants are
20 not required to conduct a separate cumulative impact as-
21 sessment in connection with an Application but shall sub-
22 mit information about the potential impacts of a Proposal
23 to the quantity or quality of the Waters and Water De-
24 pendent Natural Resources of the applicable Source Wa-
25 tershed. An Applicant may, however, provide an analysis

1 of how their Proposal meets the no significant adverse Cu-
2 mulative Impact provision of the Standard of Review and
3 Decision.

4 **“ARTICLE 5**

5 **“TRIBAL CONSULTATION**

6 **“Section 5.1. Consultation with Tribes.**

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

14 “2. All federally recognized Tribes within the Basin
15 shall receive reasonable notice indicating that they have
16 an opportunity to comment in writing to the Council or
17 the Regional Body, or both, and other relevant organiza-
18 tions on whether the Proposal meets the requirements of
19 the Standard of Review and Decision when a Proposal is
20 subject to Regional Review or Council approval. Any no-
21 tice from the Council shall inform the Tribes of any meet-
22 ing or hearing that is to be held under Section 6.2 and
23 invite them to attend. The Parties and the Council shall
24 consider the comments received under this Section before

1 approving, approving with modifications or disapproving
2 any Proposal subject to Council or Regional Review.

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

17 **“ARTICLE 6**

18 **“PUBLIC PARTICIPATION**

19 **“Section 6.1. Meetings, Public Hearings and** 20 **Records.**

21 “1. The Parties recognize the importance and neces-
22 sity of public participation in promoting management of
23 the Water Resources of the Basin. Consequently, all meet-
24 ings of the Council shall be open to the public, except with
25 respect to issues of personnel.

1 “2. The minutes of the Council shall be a public
2 record open to inspection at its offices during regular busi-
3 ness hours.

4 **“Section 6.2. Public Participation.**

5 “It is the intent of the Council to conduct public par-
6 ticipation processes concurrently and jointly with proc-
7 esses undertaken by the Parties and through Regional Re-
8 view. To ensure adequate public participation, each Party
9 or the Council shall ensure procedures for the review of
10 Proposals subject to the Standard of Review and Decision
11 consistent with the following requirements:

12 “1. Provide public notification of receipt of all
13 Applications and a reasonable opportunity for the
14 public to submit comments before Applications are
15 acted upon.

16 “2. Assure public accessibility to all documents
17 relevant to an Application, including public comment
18 received.

19 “3. Provide guidance on standards for deter-
20 mining whether to conduct a public meeting or hear-
21 ing for an Application, time and place of such a
22 meeting(s) or hearing(s), and procedures for con-
23 ducting of the same.

24 “4. Provide the record of decision for public in-
25 spection including comments, objections, responses

1 and approvals, approvals with conditions and dis-
2 approvals.

3 **“ARTICLE 7**
4 **“DISPUTE RESOLUTION AND**
5 **ENFORCEMENT**

6 **“Section 7.1. Good Faith Implementation.**

7 “Each of the Parties pledges to support implementa-
8 tion of all provisions of this Compact, and covenants that
9 its officers and agencies shall not hinder, impair, or pre-
10 vent any other Party carrying out any provision of this
11 Compact.

12 **“Section 7.2. Alternative Dispute Resolution.**

13 “1. Desiring that this Compact be carried out in full,
14 the Parties agree that disputes between the Parties re-
15 garding interpretation, application and implementation of
16 this Compact shall be settled by alternative dispute resolu-
17 tion.

18 “2. The Council, in consultation with the Provinces,
19 shall provide by rule procedures for the resolution of dis-
20 putes pursuant to this section.

21 **“Section 7.3. Enforcement.**

22 “1. Any Person aggrieved by any action taken by the
23 Council pursuant to the authorities contained in this Com-
24 pact shall be entitled to a hearing before the Council. Any
25 Person aggrieved by a Party action shall be entitled to

1 a hearing pursuant to the relevant Party’s administrative
2 procedures and laws. After exhaustion of such administra-
3 tive remedies, (i) any aggrieved Person shall have the right
4 to judicial review of a Council action in the United States
5 District Courts for the District of Columbia or the District
6 Court in which the Council maintains offices, provided
7 such action is commenced within 90 days; and, (ii) any
8 aggrieved Person shall have the right to judicial review
9 of a Party’s action in the relevant Party’s court of com-
10 petent jurisdiction, provided that an action or proceeding
11 for such review is commenced within the time frames pro-
12 vided for by the Party’s law. For the purposes of this
13 paragraph, a State or Province is deemed to be an ag-
14 grieved Person with respect to any Party action pursuant
15 to this Compact.

16 “2. a. Any Party or the Council may initiate actions
17 to compel compliance with the provisions of this Compact,
18 and the rules and regulations promulgated hereunder by
19 the Council. Jurisdiction over such actions is granted to
20 the court of the relevant Party, as well as the United
21 States District Courts for the District of Columbia and
22 the District Court in which the Council maintains offices.
23 The remedies available to any such court shall include, but
24 not be limited to, equitable relief and civil penalties.

1 “b. Each Party may issue orders within its respective
2 jurisdiction and may initiate actions to compel compliance
3 with the provisions of its respective statutes and regula-
4 tions adopted to implement the authorities contemplated
5 by this Compact in accordance with the provisions of the
6 laws adopted in each Party’s jurisdiction.

7 “3. Any aggrieved Person, Party or the Council may
8 commence a civil action in the relevant Party’s courts and
9 administrative systems to compel any Person to comply
10 with this Compact should any such Person, without ap-
11 proval having been given, undertake a New or Increased
12 Withdrawal, Consumptive Use or Diversion that is prohib-
13 ited or subject to approval pursuant to this Compact.

14 “a. No action under this subsection may be
15 commenced if:

16 “i. The Originating Party or Council ap-
17 proval for the New or Increased Withdrawal,
18 Consumptive Use or Diversion has been grant-
19 ed; or,

20 “ii. The Originating Party or Council has
21 found that the New or Increased Withdrawal,
22 Consumptive Use or Diversion is not subject to
23 approval pursuant to this Compact.

24 “b. No action under this subsection may be
25 commenced unless:

1 under State or federal law governing the Withdrawal of
2 Waters of the Basin.

3 “2. Nothing contained in this Compact shall be con-
4 strued as affecting or intending to affect or in any way
5 to interfere with the law of the respective Parties relating
6 to common law Water rights.

7 “3. Nothing in this Compact is intended to abrogate
8 or derogate from treaty rights or rights held by any Tribe
9 recognized by the federal government of the United States
10 based upon its status as a Tribe recognized by the federal
11 government of the United States.

12 “4. An approval by a Party or the Council under this
13 Compact does not give any property rights, nor any exclu-
14 sive privileges, nor shall it be construed to grant or confer
15 any right, title, easement, or interest in, to or over any
16 land belonging to or held in trust by a Party; neither does
17 it authorize any injury to private property or invasion of
18 private rights, nor infringement of federal, State or local
19 laws or regulations; nor does it obviate the necessity of
20 obtaining federal assent when necessary.

21 **“Section 8.2. Relationship to Agreements Con-**
22 **cluded by the United States of America.**

23 “1. Nothing in this Compact is intended to provide
24 nor shall be construed to provide, directly or indirectly,
25 to any Person any right, claim or remedy under any treaty

1 or international agreement nor is it intended to derogate
2 any right, claim, or remedy that already exists under any
3 treaty or international agreement.

4 “2. Nothing in this Compact is intended to infringe
5 nor shall be construed to infringe upon the treaty power
6 of the United States of America, nor shall any term hereof
7 be construed to alter or amend any treaty or term thereof
8 that has been or may hereafter be executed by the United
9 States of America.

10 “3. Nothing in this Compact is intended to affect nor
11 shall be construed to affect the application of the Bound-
12 ary Waters Treaty of 1909 whose requirements continue
13 to apply in addition to the requirements of this Compact.

14 **“Section 8.3. Confidentiality.**

15 “1. Nothing in this Compact requires a Party to
16 breach confidentiality obligations or requirements prohib-
17 iting disclosure, or to compromise security of commercially
18 sensitive or proprietary information.

19 “2. A Party may take measures, including but not
20 limited to deletion and redaction, deemed necessary to pro-
21 tect any confidential, proprietary or commercially sensitive
22 information when distributing information to other Par-
23 ties. The Party shall summarize or paraphrase any such
24 information in a manner sufficient for the Council to exer-
25 cise its authorities contained in this Compact.

1 **“Section 8.4. Additional Laws.**

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

7 **“Section 8.5. Amendments and Supplements.**

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

13 **“Section 8.6. Severability.**

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

21 **“Section 8.7. Duration of Compact and Termi-
22 nation.**

23 “Once effective, the Compact shall continue in force
24 and remain binding upon each and every Party unless ter-
25 minated.

1 “This Compact shall become binding and effective
2 when ratified through concurring legislation by the states
3 of Illinois, Indiana, Michigan, Minnesota, New York, Ohio
4 and Wisconsin and the Commonwealth of Pennsylvania
5 and consented to by the Congress of the United States.
6 This Compact shall be signed and sealed in nine identical
7 original copies by the respective chief executives of the sig-
8 natory Parties. One such copy shall be filed with the Sec-
9 retary of State of each of the signatory Parties or in ac-
10 cordance with the laws of the state in which the filing is
11 made, and one copy shall be filed and retained in the ar-
12 chives of the Council upon its organization. The signatures
13 shall be affixed and attested under the following form:

14 “In Witness Whereof, and in evidence of the adoption
15 and enactment into law of this Compact by the legislatures
16 of the signatory parties and consent by the Congress of
17 the United States, the respective Governors do hereby, in
18 accordance with the authority conferred by law, sign this
19 Compact in nine duplicate original copies, attested by the
20 respective Secretaries of State, and have caused the seals
21 of the respective states to be hereunto affixed this
22 _____ day of (month), (year).”.

1 **SEC. 2. RIGHT TO ALTER, AMEND, OR APPEAL.**

2 Congress expressly reserves the right to alter, amend,

3 or repeal this Act.

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