

SUBSTITUTE FOR  
HOUSE BILL NO. 4343

(As amended May 14, 2008)

A bill to amend 1994 PA 451, entitled  
"Natural resources and environmental protection act,"  
(MCL 324.101 to 324.90106) by adding section 32730 and part 342.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1        SEC. 32730. THE COMPACT SHALL BE IMPLEMENTED AS FOLLOWS:

2        (A) EXCEPT AS SPECIFICALLY PROVIDED IN THIS PART, WATER  
3        WITHDRAWALS ORIGINATING WITHIN THIS STATE SHALL BE REGULATED  
4        EXCLUSIVELY UNDER THIS PART.

5        (B) [A PROPOSED USE FOR WHICH A WATER WITHDRAWAL PERMIT IS ISSUED  
UNDER SECTION 32723 SHALL BE CONSIDERED TO SATISFY THE REQUIREMENTS OF  
SECTION 4.11 OF THE COMPACT.

6        (C) THE 2008 AMENDMENTS TO THIS PART, THE 2008 AMENDMENTS TO PART  
328, AND THE 2008 AMENDMENTS TO SECTIONS 4 AND 17 OF THE SAFE DRINKING  
WATER ACT, 1976 PA 399, MCL 325.1004 AND 325.1017,] ARE INTENDED TO FULLY  
7        IMPLEMENT THE COMPACT IN THIS STATE. FOR PURPOSES OF SECTION 9.1 OF  
8        THE COMPACT, ALL ACTS AND PARTS OF ACTS THAT WERE INCONSISTENT WITH  
THE COMPACT ON THE EFFECTIVE DATE OF THE AMENDATORY ACT THAT ADDED

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1 THIS SECTION HAVE BEEN MODIFIED, AS NECESSARY, TO BE CONSISTENT  
2 WITH THE COMPACT, AND THEREFORE SECTION 9.1 DOES NOT REPEAL ANY  
3 ACTS OR PARTS OF ACTS.

4 [(D)] IF THE COUNCIL PROPOSES A REVISION TO THE STANDARD OF  
5 REVIEW AND DECISION UNDER SECTION 3.1 AND 3.3 OF THE COMPACT, THE  
6 GOVERNOR SHALL NOTIFY THE STANDING COMMITTEES OF THE LEGISLATURE  
7 WITH JURISDICTION PRIMARILY RELATED TO NATURAL RESOURCES AND THE  
8 ENVIRONMENT. A REGULATION ADOPTED PURSUANT TO SECTION 3.1 AND 3.3  
9 OF THE COMPACT THAT AMENDS THE STANDARD OF REVIEW AND DECISION  
10 SHALL NOT BE DEEMED DULY ADOPTED IN ACCORDANCE WITH THE STATUTORY  
11 AUTHORITIES AND APPLICABLE PROCEDURES OF THIS STATE UNLESS THE  
12 REGULATION IS APPROVED BY THE LEGISLATURE AND ENACTED INTO LAW.

13 PART 342 GREAT LAKES-ST. LAWRENCE RIVER BASIN WATER RESOURCES  
14 COMPACT

15 SEC. 34201. THE GREAT LAKES-ST. LAWRENCE RIVER BASIN WATER  
16 RESOURCES COMPACT IS HEREBY RATIFIED, ENACTED INTO LAW, AND ENTERED  
17 INTO BY THIS STATE AS A PARTY AS FOLLOWS:

18 AGREEMENT

19 SECTION 1. THE STATES OF ILLINOIS, INDIANA, MICHIGAN,  
20 MINNESOTA, NEW YORK, OHIO AND WISCONSIN AND THE COMMONWEALTH OF  
21 PENNSYLVANIA HEREBY SOLEMNLY COVENANT AND AGREE WITH EACH OTHER,  
22 UPON ENACTMENT OF CONCURRENT LEGISLATION BY THE RESPECTIVE STATE  
23 LEGISLATURES AND CONSENT BY THE CONGRESS OF THE UNITED STATES AS  
24 FOLLOWS:

25 GREAT LAKES-ST. LAWRENCE RIVER BASIN WATER RESOURCES  
26 COMPACT

27 ARTICLE 1

28 SHORT TITLE, DEFINITION

S, PURPOSES AND DURATION

SECTION 1.1. SHORT TITLE. THIS ACT SHALL BE KNOWN AND MAY BE CITED AS THE "GREAT LAKES-ST. LAWRENCE RIVER BASIN WATER RESOURCES COMPACT."

SECTION 1.2. DEFINITIONS. 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:

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.

AGREEMENT MEANS THE GREAT LAKES-ST. LAWRENCE RIVER BASIN SUSTAINABLE WATER RESOURCES AGREEMENT.

APPLICANT MEANS A PERSON WHO IS REQUIRED TO SUBMIT A PROPOSAL THAT IS SUBJECT TO MANAGEMENT AND REGULATION UNDER THIS COMPACT. APPLICATION HAS A CORRESPONDING MEANING.

BASIN OR GREAT LAKES-ST. LAWRENCE RIVER BASIN MEANS THE WATERSHED OF THE GREAT LAKES AND THE ST. LAWRENCE RIVER UPSTREAM FROM TROIS-RIVIÈRES, QUÉBEC WITHIN THE JURISDICTION OF THE PARTIES.

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.

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

1 AND THAT IS NOT A STRADDLING COMMUNITY.

2 COMPACT MEANS THIS COMPACT.

3 CONSUMPTIVE USE MEANS THAT PORTION OF THE WATER WITHDRAWN OR  
4 WITHHELD FROM THE BASIN THAT IS LOST OR OTHERWISE NOT RETURNED TO  
5 THE BASIN DUE TO EVAPORATION, INCORPORATION INTO PRODUCTS, OR OTHER  
6 PROCESSES.

7 COUNCIL MEANS THE GREAT LAKES-ST. LAWRENCE RIVER BASIN WATER  
8 RESOURCES COUNCIL, CREATED BY THIS COMPACT.

9 COUNCIL REVIEW MEANS THE COLLECTIVE REVIEW BY THE COUNCIL  
10 MEMBERS AS DESCRIBED IN ARTICLE 4 OF THIS COMPACT.

11 COUNTY MEANS THE LARGEST TERRITORIAL DIVISION FOR LOCAL  
12 GOVERNMENT IN A STATE. THE COUNTY BOUNDARIES SHALL BE DEFINED AS  
13 THOSE BOUNDARIES THAT EXIST AS OF DECEMBER 13, 2005.

14 CUMULATIVE IMPACTS MEAN THE IMPACT ON THE BASIN ECOSYSTEM THAT  
15 RESULTS FROM INCREMENTAL EFFECTS OF ALL ASPECTS OF A WITHDRAWAL,  
16 DIVERSION OR CONSUMPTIVE USE IN ADDITION TO OTHER PAST, PRESENT,  
17 AND REASONABLY FORESEEABLE FUTURE WITHDRAWALS, DIVERSIONS AND  
18 CONSUMPTIVE USES REGARDLESS OF WHO UNDERTAKES THE OTHER  
19 WITHDRAWALS, DIVERSIONS AND CONSUMPTIVE USES. CUMULATIVE IMPACTS  
20 CAN RESULT FROM INDIVIDUALLY MINOR BUT COLLECTIVELY SIGNIFICANT  
21 WITHDRAWALS, DIVERSIONS AND CONSUMPTIVE USES TAKING PLACE OVER A  
22 PERIOD OF TIME.

23 DECISION-MAKING STANDARD MEANS THE DECISION-MAKING STANDARD  
24 ESTABLISHED BY SECTION 4.11 FOR PROPOSALS SUBJECT TO MANAGEMENT AND  
25 REGULATION IN SECTION 4.10.

26 DIVERSION MEANS A TRANSFER OF WATER FROM THE BASIN INTO  
27 ANOTHER WATERSHED, OR FROM THE WATERSHED OF ONE OF THE GREAT LAKES

1 INTO THAT OF ANOTHER BY ANY MEANS OF TRANSFER, INCLUDING BUT NOT  
2 LIMITED TO A PIPELINE, CANAL, TUNNEL, AQUEDUCT, CHANNEL,  
3 MODIFICATION OF THE DIRECTION OF A WATER COURSE, A TANKER SHIP,  
4 TANKER TRUCK OR RAIL TANKER BUT DOES NOT APPLY TO WATER THAT IS  
5 USED IN THE BASIN OR A GREAT LAKE WATERSHED TO MANUFACTURE OR  
6 PRODUCE A PRODUCT THAT IS THEN TRANSFERRED OUT OF THE BASIN OR  
7 WATERSHED. DIVERT HAS A CORRESPONDING MEANING.

8 ENVIRONMENTALLY SOUND AND ECONOMICALLY FEASIBLE WATER  
9 CONSERVATION MEASURES MEAN THOSE MEASURES, METHODS, TECHNOLOGIES OR  
10 PRACTICES FOR EFFICIENT WATER USE AND FOR REDUCTION OF WATER LOSS  
11 AND WASTE OR FOR REDUCING A WITHDRAWAL, CONSUMPTIVE USE OR  
12 DIVERSION THAT *i)* ARE ENVIRONMENTALLY SOUND, *ii)* REFLECT BEST  
13 PRACTICES APPLICABLE TO THE WATER USE SECTOR, *iii)* ARE TECHNICALLY  
14 FEASIBLE AND AVAILABLE, *iv)* ARE ECONOMICALLY FEASIBLE AND COST  
15 EFFECTIVE BASED ON AN ANALYSIS THAT CONSIDERS DIRECT AND AVOIDED  
16 ECONOMIC AND ENVIRONMENTAL COSTS AND *v)* CONSIDER THE PARTICULAR  
17 FACILITIES AND PROCESSES INVOLVED, TAKING INTO ACCOUNT THE  
18 ENVIRONMENTAL IMPACT, AGE OF EQUIPMENT AND FACILITIES INVOLVED, THE  
19 PROCESSES EMPLOYED, ENERGY IMPACTS AND OTHER APPROPRIATE FACTORS.

20 EXCEPTION MEANS A TRANSFER OF WATER THAT IS EXCEPTED UNDER  
21 SECTION 4.9 FROM THE PROHIBITION AGAINST DIVERSIONS IN SECTION 4.8.

22 EXCEPTION STANDARD MEANS THE STANDARD FOR EXCEPTIONS  
23 ESTABLISHED IN SECTION 4.9.4.

24 INTRA-BASIN TRANSFER MEANS THE TRANSFER OF WATER FROM THE  
25 WATERSHED OF ONE OF THE GREAT LAKES INTO THE WATERSHED OF ANOTHER  
26 GREAT LAKE.

27 MEASURES MEANS ANY LEGISLATION, LAW, REGULATION, DIRECTIVE,

1 REQUIREMENT, GUIDELINE, PROGRAM, POLICY, ADMINISTRATIVE PRACTICE OR  
2 OTHER PROCEDURE.

3 NEW OR INCREASED DIVERSION MEANS A NEW DIVERSION, AN INCREASE  
4 IN AN EXISTING DIVERSION, OR THE ALTERATION OF AN EXISTING  
5 WITHDRAWAL SO THAT IT BECOMES A DIVERSION.

6 NEW OR INCREASED WITHDRAWAL OR CONSUMPTIVE USE MEANS A NEW  
7 WITHDRAWAL OR CONSUMPTIVE USE OR AN INCREASE IN AN EXISTING  
8 WITHDRAWAL OR CONSUMPTIVE USE.

9 ORIGINATING PARTY MEANS THE PARTY WITHIN WHOSE JURISDICTION AN  
10 APPLICATION OR REGISTRATION IS MADE OR REQUIRED.

11 PARTY MEANS A STATE PARTY TO THIS COMPACT.

12 PERSON MEANS A HUMAN BEING OR A LEGAL PERSON, INCLUDING A  
13 GOVERNMENT OR A NONGOVERNMENTAL ORGANIZATION, INCLUDING ANY  
14 SCIENTIFIC, PROFESSIONAL, BUSINESS, NON-PROFIT, OR PUBLIC INTEREST  
15 ORGANIZATION OR ASSOCIATION THAT IS NEITHER AFFILIATED WITH, NOR  
16 UNDER THE DIRECTION OF A GOVERNMENT.

17 PRODUCT MEANS SOMETHING PRODUCED IN THE BASIN BY HUMAN OR  
18 MECHANICAL EFFORT OR THROUGH AGRICULTURAL PROCESSES AND USED IN  
19 MANUFACTURING, COMMERCIAL OR OTHER PROCESSES OR INTENDED FOR  
20 INTERMEDIATE OR END USE CONSUMERS. (i) WATER USED AS PART OF THE  
21 PACKAGING OF A PRODUCT SHALL BE CONSIDERED TO BE PART OF THE  
22 PRODUCT. (ii) OTHER THAN WATER USED AS PART OF THE PACKAGING OF A  
23 PRODUCT, WATER THAT IS USED PRIMARILY TO TRANSPORT MATERIALS IN OR  
24 OUT OF THE BASIN IS NOT A PRODUCT OR PART OF A PRODUCT. (iii) EXCEPT  
25 AS PROVIDED IN (i) ABOVE, WATER WHICH IS TRANSFERRED AS PART OF A  
26 PUBLIC OR PRIVATE SUPPLY IS NOT A PRODUCT OR PART OF A PRODUCT. (iv)  
27 WATER IN ITS NATURAL STATE SUCH AS IN LAKES, RIVERS, RESERVOIRS,

1   AQUIFERS, OR WATER BASINS IS NOT A PRODUCT.

2           PROPOSAL MEANS A WITHDRAWAL, DIVERSION OR CONSUMPTIVE USE OF  
3   WATER THAT IS SUBJECT TO THIS COMPACT.

4           PROVINCE MEANS ONTARIO OR QUÉBEC.

5           PUBLIC WATER SUPPLY PURPOSES MEANS WATER DISTRIBUTED TO THE  
6   PUBLIC THROUGH A PHYSICALLY CONNECTED SYSTEM OF TREATMENT, STORAGE  
7   AND DISTRIBUTION FACILITIES SERVING A GROUP OF LARGELY RESIDENTIAL  
8   CUSTOMERS THAT MAY ALSO SERVE INDUSTRIAL, COMMERCIAL, AND OTHER  
9   INSTITUTIONAL OPERATORS. WATER WITHDRAWN DIRECTLY FROM THE BASIN  
10   AND NOT THROUGH SUCH A SYSTEM SHALL NOT BE CONSIDERED TO BE USED  
11   FOR PUBLIC WATER SUPPLY PURPOSES.

12          REGIONAL BODY MEANS THE MEMBERS OF THE COUNCIL AND THE  
13   PREMIERS OF ONTARIO AND QUÉBEC OR THEIR DESIGNEE AS ESTABLISHED BY  
14   THE AGREEMENT.

15          REGIONAL REVIEW MEANS THE COLLECTIVE REVIEW BY THE REGIONAL  
16   BODY AS DESCRIBED IN ARTICLE 4 OF THIS COMPACT.

17          SOURCE WATERSHED MEANS THE WATERSHED FROM WHICH A WITHDRAWAL  
18   ORIGINATES. IF WATER IS WITHDRAWN DIRECTLY FROM A GREAT LAKE OR  
19   FROM THE ST. LAWRENCE RIVER, THEN THE SOURCE WATERSHED SHALL BE  
20   CONSIDERED TO BE THE WATERSHED OF THAT GREAT LAKE OR THE WATERSHED  
21   OF THE ST. LAWRENCE RIVER, RESPECTIVELY. IF WATER IS WITHDRAWN FROM  
22   THE WATERSHED OF A STREAM THAT IS A DIRECT TRIBUTARY TO A GREAT  
23   LAKE OR A DIRECT TRIBUTARY TO THE ST. LAWRENCE RIVER, THEN THE  
24   SOURCE WATERSHED SHALL BE CONSIDERED TO BE THE WATERSHED OF THAT  
25   GREAT LAKE OR THE WATERSHED OF THE ST. LAWRENCE RIVER,  
26   RESPECTIVELY, WITH A PREFERENCE TO THE DIRECT TRIBUTARY STREAM  
27   WATERSHED FROM WHICH IT WAS WITHDRAWN.

1           STANDARD OF REVIEW AND DECISION MEANS THE EXCEPTION STANDARD,  
2       DECISION-MAKING STANDARD AND REVIEWS AS OUTLINED IN ARTICLE 4 OF  
3       THIS COMPACT.

4           STATE MEANS ONE OF THE STATES OF ILLINOIS, INDIANA, MICHIGAN,  
5       MINNESOTA, NEW YORK, OHIO OR WISCONSIN OR THE COMMONWEALTH OF  
6       PENNSYLVANIA.

7           STRADDLING COMMUNITY MEANS ANY INCORPORATED CITY, TOWN OR THE  
8       EQUIVALENT THEREOF, WHOLLY WITHIN ANY COUNTY THAT LIES PARTLY OR  
9       COMPLETELY WITHIN THE BASIN, WHOSE CORPORATE BOUNDARY EXISTING AS  
10      OF THE EFFECTIVE DATE OF THIS COMPACT, IS PARTLY WITHIN THE BASIN  
11      OR PARTLY WITHIN TWO GREAT LAKES WATERSHEDS.

12          TECHNICAL REVIEW MEANS A DETAILED REVIEW CONDUCTED TO  
13      DETERMINE WHETHER OR NOT A PROPOSAL THAT REQUIRES REGIONAL REVIEW  
14      UNDER THIS COMPACT MEETS THE STANDARD OF REVIEW AND DECISION  
15      FOLLOWING PROCEDURES AND GUIDELINES AS SET OUT IN THIS COMPACT.

16          WATER MEANS GROUND OR SURFACE WATER CONTAINED WITHIN THE  
17      BASIN.

18          WATER DEPENDENT NATURAL RESOURCES MEANS THE INTERACTING  
19      COMPONENTS OF LAND, WATER AND LIVING ORGANISMS AFFECTED BY THE  
20      WATERS OF THE BASIN.

21          WATERS OF THE BASIN OR BASIN WATER MEANS THE GREAT LAKES AND  
22      ALL STREAMS, RIVERS, LAKES, CONNECTING CHANNELS AND OTHER BODIES OF  
23      WATER, INCLUDING TRIBUTARY GROUNDWATER, WITHIN THE BASIN.

24          WITHDRAWAL MEANS THE TAKING OF WATER FROM SURFACE WATER OR  
25      GROUNDWATER. WITHDRAW HAS A CORRESPONDING MEANING.

26          SECTION 1.3. FINDINGS AND PURPOSES.

27          THE LEGISLATIVE BODIES OF THE RESPECTIVE PARTIES HEREBY FIND



1 AND DECLARE:

2 1. FINDINGS:

3 A. THE WATERS OF THE BASIN ARE PRECIOUS PUBLIC NATURAL  
4 RESOURCES SHARED AND HELD IN TRUST BY THE STATES;

5 B. THE WATERS OF THE BASIN ARE INTERCONNECTED AND PART OF A  
6 SINGLE HYDROLOGIC SYSTEM;

7 C. THE WATERS OF THE BASIN CAN CONCURRENTLY SERVE MULTIPLE  
8 USES. SUCH MULTIPLE USES INCLUDE MUNICIPAL, PUBLIC, INDUSTRIAL,  
9 COMMERCIAL, AGRICULTURE, MINING, NAVIGATION, ENERGY DEVELOPMENT AND  
10 PRODUCTION, RECREATION, THE SUBSISTENCE, ECONOMIC AND CULTURAL  
11 ACTIVITIES OF NATIVE PEOPLES, WATER QUALITY MAINTENANCE, AND THE  
12 MAINTENANCE OF FISH AND WILDLIFE HABITAT AND A BALANCED ECOSYSTEM.  
13 AND, OTHER PURPOSES ARE ENCOURAGED, RECOGNIZING THAT SUCH USES ARE  
14 INTERDEPENDENT AND MUST BE BALANCED;

15 D. FUTURE DIVERSIONS AND CONSUMPTIVE USES OF BASIN WATER  
16 RESOURCES HAVE THE POTENTIAL TO SIGNIFICANTLY IMPACT THE  
17 ENVIRONMENT, ECONOMY AND WELFARE OF THE GREAT LAKES-ST. LAWRENCE  
18 RIVER REGION;

19 E. CONTINUED SUSTAINABLE, ACCESSIBLE AND ADEQUATE WATER  
20 SUPPLIES FOR THE PEOPLE AND ECONOMY OF THE BASIN ARE OF VITAL  
21 IMPORTANCE; AND,

22 F. THE PARTIES HAVE A SHARED DUTY TO PROTECT, CONSERVE,  
23 RESTORE, IMPROVE AND MANAGE THE RENEWABLE BUT FINITE WATERS OF THE  
24 BASIN FOR THE USE, BENEFIT AND ENJOYMENT OF ALL THEIR CITIZENS,  
25 INCLUDING GENERATIONS YET TO COME. THE MOST EFFECTIVE MEANS OF  
26 PROTECTING, CONSERVING, RESTORING, IMPROVING AND MANAGING THE BASIN  
27 WATERS IS THROUGH THE JOINT PURSUIT OF UNIFIED AND COOPERATIVE

1 PRINCIPLES, POLICIES AND PROGRAMS MUTUALLY AGREED UPON, ENACTED AND  
2 ADHERED TO BY ALL PARTIES.

3 2. PURPOSES:

4 A. TO ACT TOGETHER TO PROTECT, CONSERVE, RESTORE, IMPROVE AND  
5 EFFECTIVELY MANAGE THE WATERS AND WATER DEPENDENT NATURAL RESOURCES  
6 OF THE BASIN UNDER APPROPRIATE ARRANGEMENTS FOR INTERGOVERNMENTAL  
7 COOPERATION AND CONSULTATION BECAUSE CURRENT LACK OF FULL  
8 SCIENTIFIC CERTAINTY SHOULD NOT BE USED AS A REASON FOR POSTPONING  
9 MEASURES TO PROTECT THE BASIN ECOSYSTEM;

10 B. TO REMOVE CAUSES OF PRESENT AND FUTURE CONTROVERSIES;

11 C. TO PROVIDE FOR COOPERATIVE PLANNING AND ACTION BY THE  
12 PARTIES WITH RESPECT TO SUCH WATER RESOURCES;

13 D. TO FACILITATE CONSISTENT APPROACHES TO WATER MANAGEMENT  
14 ACROSS THE BASIN WHILE RETAINING STATE MANAGEMENT AUTHORITY OVER  
15 WATER MANAGEMENT DECISIONS WITHIN THE BASIN;

16 E. TO FACILITATE THE EXCHANGE OF DATA, STRENGTHEN THE  
17 SCIENTIFIC INFORMATION BASE UPON WHICH DECISIONS ARE MADE AND  
18 ENGAGE IN CONSULTATION ON THE POTENTIAL EFFECTS OF PROPOSED  
19 WITHDRAWALS AND LOSSES ON THE WATERS AND WATER DEPENDENT NATURAL  
20 RESOURCES OF THE BASIN;

21 F. TO PREVENT SIGNIFICANT ADVERSE IMPACTS OF WITHDRAWALS AND  
22 LOSSES ON THE BASIN'S ECOSYSTEMS AND WATERSHEDS;

23 G. TO PROMOTE INTERSTATE AND STATE-PROVINCIAL COMITY; AND,

24 H. TO PROMOTE AN ADAPTIVE MANAGEMENT APPROACH TO THE  
25 CONSERVATION AND MANAGEMENT OF BASIN WATER RESOURCES, WHICH  
26 RECOGNIZES, CONSIDERS AND PROVIDES ADJUSTMENTS FOR THE  
27 UNCERTAINTIES IN, AND EVOLUTION OF, SCIENTIFIC KNOWLEDGE CONCERNING

1 THE BASIN'S WATERS AND WATER DEPENDENT NATURAL RESOURCES.

2 SECTION 1.4. SCIENCE.

3 1. THE PARTIES COMMIT TO PROVIDE LEADERSHIP FOR THE  
4 DEVELOPMENT OF A COLLABORATIVE STRATEGY WITH OTHER REGIONAL  
5 PARTNERS TO STRENGTHEN THE SCIENTIFIC BASIS FOR SOUND WATER  
6 MANAGEMENT DECISION MAKING UNDER THIS COMPACT.

7 2. THE STRATEGY SHALL GUIDE THE COLLECTION AND APPLICATION OF  
8 SCIENTIFIC INFORMATION TO SUPPORT:

9 A. AN IMPROVED UNDERSTANDING OF THE INDIVIDUAL AND CUMULATIVE  
10 IMPACTS OF WITHDRAWALS FROM VARIOUS LOCATIONS AND WATER SOURCES ON  
11 THE BASIN ECOSYSTEM AND TO DEVELOP A MECHANISM BY WHICH IMPACTS OF  
12 WITHDRAWALS MAY BE ASSESSED;

13 B. THE PERIODIC ASSESSMENT OF CUMULATIVE IMPACTS OF  
14 WITHDRAWALS, DIVERSIONS AND CONSUMPTIVE USES ON A GREAT LAKE AND  
15 ST. LAWRENCE RIVER WATERSHED BASIS;

16 C. IMPROVED SCIENTIFIC UNDERSTANDING OF THE WATERS OF THE  
17 BASIN;

18 D. IMPROVED UNDERSTANDING OF THE ROLE OF GROUNDWATER IN BASIN  
19 WATER RESOURCES MANAGEMENT; AND,

20 E. THE DEVELOPMENT, TRANSFER AND APPLICATION OF SCIENCE AND  
21 RESEARCH RELATED TO WATER CONSERVATION AND WATER USE EFFICIENCY.

22 ARTICLE 2

23 ORGANIZATION

24 SECTION 2.1. COUNCIL CREATED.

25 THE GREAT LAKES-ST. LAWRENCE RIVER BASIN WATER RESOURCES  
26 COUNCIL IS HEREBY CREATED AS A BODY POLITIC AND CORPORATE, WITH  
27 SUCCESSION FOR THE DURATION OF THIS COMPACT, AS AN AGENCY AND

1 INSTRUMENTALITY OF THE GOVERNMENTS OF THE RESPECTIVE PARTIES.

2 SECTION 2.2. COUNCIL MEMBERSHIP.

3 THE COUNCIL SHALL CONSIST OF THE GOVERNORS OF THE PARTIES, EX  
4 OFFICIO.

5 SECTION 2.3. ALTERNATES.

6 EACH MEMBER OF THE COUNCIL SHALL APPOINT AT LEAST ONE  
7 ALTERNATE WHO MAY ACT IN HIS OR HER PLACE AND STEAD, WITH AUTHORITY  
8 TO ATTEND ALL MEETINGS OF THE COUNCIL AND WITH POWER TO VOTE IN THE  
9 ABSENCE OF THE MEMBER. UNLESS OTHERWISE PROVIDED BY LAW OF THE  
10 PARTY FOR WHICH HE OR SHE IS APPOINTED, EACH ALTERNATE SHALL SERVE  
11 DURING THE TERM OF THE MEMBER APPOINTING HIM OR HER, SUBJECT TO  
12 REMOVAL AT THE PLEASURE OF THE MEMBER. IN THE EVENT OF A VACANCY IN  
13 THE OFFICE OF ALTERNATE, IT SHALL BE FILLED IN THE SAME MANNER AS  
14 AN ORIGINAL APPOINTMENT FOR THE UNEXPIRED TERM ONLY.

15 SECTION 2.4. VOTING.

16 1. EACH MEMBER IS ENTITLED TO ONE VOTE ON ALL MATTERS THAT MAY  
17 COME BEFORE THE COUNCIL.

18 2. UNLESS OTHERWISE STATED, THE RULE OF DECISION SHALL BE BY A  
19 SIMPLE MAJORITY.

20 3. THE COUNCIL SHALL ANNUALLY ADOPT A BUDGET FOR EACH FISCAL  
21 YEAR AND THE AMOUNT REQUIRED TO BALANCE THE BUDGET SHALL BE  
22 APPORTIONED EQUITABLY AMONG THE PARTIES BY UNANIMOUS VOTE OF THE  
23 COUNCIL. THE APPROPRIATION OF SUCH AMOUNTS SHALL BE SUBJECT TO SUCH  
24 REVIEW AND APPROVAL AS MAY BE REQUIRED BY THE BUDGETARY PROCESSES  
25 OF THE RESPECTIVE PARTIES.

26 4. THE PARTICIPATION OF COUNCIL MEMBERS FROM A MAJORITY OF THE  
27 PARTIES SHALL CONSTITUTE A QUORUM FOR THE TRANSACTION OF BUSINESS

1 AT ANY MEETING OF THE COUNCIL.

2 SECTION 2.5. ORGANIZATION AND PROCEDURE.

3 THE COUNCIL SHALL PROVIDE FOR ITS OWN ORGANIZATION AND  
4 PROCEDURE, AND MAY ADOPT RULES AND REGULATIONS GOVERNING ITS  
5 MEETINGS AND TRANSACTIONS, AS WELL AS THE PROCEDURES AND TIMELINE  
6 FOR SUBMISSION, REVIEW AND CONSIDERATION OF PROPOSALS THAT COME  
7 BEFORE THE COUNCIL FOR ITS REVIEW AND ACTION. THE COUNCIL SHALL  
8 ORGANIZE, ANNUALLY, BY THE ELECTION OF A CHAIR AND VICE CHAIR FROM  
9 AMONG ITS MEMBERS. EACH MEMBER MAY APPOINT AN ADVISOR, WHO MAY  
10 ATTEND ALL MEETINGS OF THE COUNCIL AND ITS COMMITTEES, BUT SHALL  
11 NOT HAVE VOTING POWER. THE COUNCIL MAY EMPLOY OR APPOINT  
12 PROFESSIONAL AND ADMINISTRATIVE PERSONNEL, INCLUDING AN EXECUTIVE  
13 DIRECTOR, AS IT MAY DEEM ADVISABLE, TO CARRY OUT THE PURPOSES OF  
14 THIS COMPACT.

15 SECTION 2.6. USE OF EXISTING OFFICES AND AGENCIES.

16 IT IS THE POLICY OF THE PARTIES TO PRESERVE AND UTILIZE THE  
17 FUNCTIONS, POWERS AND DUTIES OF EXISTING OFFICES AND AGENCIES OF  
18 GOVERNMENT TO THE EXTENT CONSISTENT WITH THIS COMPACT. FURTHER, THE  
19 COUNCIL SHALL PROMOTE AND AID THE COORDINATION OF THE ACTIVITIES  
20 AND PROGRAMS OF THE PARTIES CONCERNED WITH WATER RESOURCES  
21 MANAGEMENT IN THE BASIN. TO THIS END, BUT WITHOUT LIMITATION, THE  
22 COUNCIL MAY:

23 1. ADVISE, CONSULT, CONTRACT, ASSIST OR OTHERWISE COOPERATE  
24 WITH ANY AND ALL SUCH AGENCIES;

25 2. EMPLOY ANY OTHER AGENCY OR INSTRUMENTALITY OF ANY OF THE  
26 PARTIES FOR ANY PURPOSE; AND,

27 3. DEVELOP AND ADOPT PLANS CONSISTENT WITH THE WATER RESOURCES

1 PLANS OF THE PARTIES.

2 SECTION 2.7. JURISDICTION.

3 THE COUNCIL SHALL HAVE, EXERCISE AND DISCHARGE ITS FUNCTIONS,  
4 POWERS AND DUTIES WITHIN THE LIMITS OF THE BASIN. OUTSIDE THE  
5 BASIN, IT MAY ACT IN ITS DISCRETION, BUT ONLY TO THE EXTENT  
6 SUCH ACTION MAY BE NECESSARY OR CONVENIENT TO EFFECTUATE OR  
7 IMPLEMENT ITS POWERS OR RESPONSIBILITIES WITHIN THE BASIN AND  
8 SUBJECT TO THE CONSENT OF THE JURISDICTION WHEREIN IT PROPOSES TO  
9 ACT.

10 SECTION 2.8. STATUS, IMMUNITIES AND PRIVILEGES.

11 1. THE COUNCIL, ITS MEMBERS AND PERSONNEL IN THEIR OFFICIAL  
12 CAPACITY AND WHEN ENGAGED DIRECTLY IN THE AFFAIRS OF THE COUNCIL,  
13 ITS PROPERTY AND ITS ASSETS, WHEREVER LOCATED AND BY WHOMSOEVER  
14 HELD, SHALL ENJOY THE SAME IMMUNITY FROM SUIT AND EVERY FORM OF  
15 JUDICIAL PROCESS AS IS ENJOYED BY THE PARTIES, EXCEPT TO THE EXTENT  
16 THAT THE COUNCIL MAY EXPRESSLY WAIVE ITS IMMUNITY FOR THE PURPOSES  
17 OF ANY PROCEEDINGS OR BY THE TERMS OF ANY CONTRACT.

18 2. THE PROPERTY AND ASSETS OF THE COUNCIL, WHEREVER LOCATED  
19 AND BY WHOMSOEVER HELD, SHALL BE CONSIDERED PUBLIC PROPERTY AND  
20 SHALL BE IMMUNE FROM SEARCH, REQUISITION, CONFISCATION,  
21 EXPROPRIATION OR ANY OTHER FORM OF TAKING OR FORECLOSURE BY  
22 EXECUTIVE OR LEGISLATIVE ACTION.

23 3. THE COUNCIL, ITS PROPERTY AND ITS ASSETS, INCOME AND THE  
24 OPERATIONS IT CARRIES OUT PURSUANT TO THIS COMPACT SHALL BE IMMUNE  
25 FROM ALL TAXATION BY OR UNDER THE AUTHORITY OF ANY OF THE PARTIES  
26 OR ANY POLITICAL SUBDIVISION THEREOF; PROVIDED, HOWEVER, THAT IN  
27 LIEU OF PROPERTY TAXES THE COUNCIL MAY MAKE REASONABLE PAYMENTS TO

1 LOCAL TAXING DISTRICTS IN ANNUAL AMOUNTS WHICH SHALL APPROXIMATE  
2 THE TAXES LAWFULLY ASSESSED UPON SIMILAR PROPERTY.

3 SECTION 2.9. ADVISORY COMMITTEES.

4 THE COUNCIL MAY CONSTITUTE AND EMPOWER ADVISORY COMMITTEES,  
5 WHICH MAY BE COMPRISED OF REPRESENTATIVES OF THE PUBLIC AND OF  
6 FEDERAL, STATE, TRIBAL, COUNTY AND LOCAL GOVERNMENTS, WATER  
7 RESOURCES AGENCIES, WATER-USING INDUSTRIES AND SECTORS, WATER-  
8 INTEREST GROUPS AND ACADEMIC EXPERTS IN RELATED FIELDS.

9 ARTICLE 3

10 GENERAL POWERS AND DUTIES

11 SECTION 3.1. GENERAL.

12 THE WATERS AND WATER DEPENDENT NATURAL RESOURCES OF THE BASIN  
13 ARE SUBJECT TO THE SOVEREIGN RIGHT AND RESPONSIBILITIES OF THE  
14 PARTIES, AND IT IS THE PURPOSE OF THIS COMPACT TO  
15 PROVIDE FOR JOINT EXERCISE OF SUCH POWERS OF SOVEREIGNTY BY THE  
16 COUNCIL IN THE COMMON INTERESTS OF THE PEOPLE OF THE REGION, IN THE  
17 MANNER AND TO THE EXTENT PROVIDED IN THIS COMPACT. THE COUNCIL AND  
18 THE PARTIES SHALL USE THE STANDARD OF REVIEW AND DECISION AND  
19 PROCEDURES CONTAINED IN OR ADOPTED PURSUANT TO THIS COMPACT AS THE  
20 MEANS TO EXERCISE THEIR AUTHORITY UNDER THIS COMPACT. THE COUNCIL  
21 MAY REVISE THE STANDARD OF REVIEW AND DECISION, AFTER CONSULTATION  
22 WITH THE PROVINCES AND UPON UNANIMOUS VOTE OF ALL COUNCIL MEMBERS,  
23 BY REGULATION DULY ADOPTED IN ACCORDANCE WITH SECTION 3.3 OF THIS  
24 COMPACT AND IN ACCORDANCE WITH EACH PARTY'S RESPECTIVE STATUTORY  
25 AUTHORITIES AND APPLICABLE PROCEDURES. THE COUNCIL SHALL IDENTIFY  
26 PRIORITIES AND DEVELOP PLANS AND POLICIES RELATING TO BASIN WATER  
27 RESOURCES. IT SHALL ADOPT AND PROMOTE UNIFORM AND COORDINATED

1 POLICIES FOR WATER RESOURCES CONSERVATION AND MANAGEMENT IN THE  
2 BASIN.

3 SECTION 3.2. COUNCIL POWERS.

4 THE COUNCIL MAY: PLAN; CONDUCT RESEARCH AND COLLECT, COMPILE,  
5 ANALYZE, INTERPRET, REPORT AND DISSEMINATE DATA ON WATER RESOURCES  
6 AND USES; FORECAST WATER LEVELS; CONDUCT INVESTIGATIONS; INSTITUTE  
7 COURT ACTIONS; DESIGN, ACQUIRE, CONSTRUCT, RECONSTRUCT, OWN,  
8 OPERATE, MAINTAIN, CONTROL, SELL AND CONVEY REAL AND PERSONAL  
9 PROPERTY AND ANY INTEREST THEREIN AS IT MAY DEEM NECESSARY, USEFUL  
10 OR CONVENIENT TO CARRY OUT THE PURPOSES OF THIS COMPACT; MAKE  
11 CONTRACTS; RECEIVE AND ACCEPT SUCH PAYMENTS, APPROPRIATIONS,  
12 GRANTS, GIFTS, LOANS, ADVANCES AND OTHER FUNDS, PROPERTIES AND  
13 SERVICES AS MAY BE TRANSFERRED OR MADE AVAILABLE TO IT BY ANY PARTY  
14 OR BY ANY OTHER PUBLIC OR PRIVATE AGENCY, CORPORATION OR  
15 INDIVIDUAL; AND, EXERCISE SUCH OTHER AND DIFFERENT POWERS AS MAY BE  
16 DELEGATED TO IT BY THIS COMPACT OR OTHERWISE PURSUANT TO LAW, AND  
17 HAVE AND EXERCISE ALL POWERS NECESSARY OR CONVENIENT TO CARRY OUT  
18 ITS EXPRESS POWERS OR WHICH MAY BE REASONABLY IMPLIED THEREFROM.

19 SECTION 3.3. RULES AND REGULATIONS.

20 1. THE COUNCIL MAY PROMULGATE AND ENFORCE SUCH RULES AND  
21 REGULATIONS AS MAY BE NECESSARY FOR THE IMPLEMENTATION AND  
22 ENFORCEMENT OF THIS COMPACT. THE COUNCIL MAY ADOPT BY REGULATION,  
23 AFTER PUBLIC NOTICE AND PUBLIC HEARING, REASONABLE APPLICATION FEES  
24 WITH RESPECT TO THOSE PROPOSALS FOR EXCEPTIONS THAT ARE SUBJECT TO  
25 COUNCIL REVIEW UNDER SECTION 4.9. ANY RULE OR REGULATION OF THE  
26 COUNCIL, OTHER THAN ONE WHICH DEALS SOLELY WITH THE INTERNAL  
27 MANAGEMENT OF THE COUNCIL OR ITS PROPERTY, SHALL BE ADOPTED ONLY



1 AFTER PUBLIC NOTICE AND HEARING.

2 2. EACH PARTY, IN ACCORDANCE WITH ITS RESPECTIVE STATUTORY  
3 AUTHORITIES AND APPLICABLE PROCEDURES, MAY ADOPT AND ENFORCE RULES  
4 AND REGULATIONS TO IMPLEMENT AND ENFORCE THIS COMPACT AND THE  
5 PROGRAMS ADOPTED BY SUCH PARTY TO CARRY OUT THE MANAGEMENT PROGRAMS  
6 CONTEMPLATED BY THIS COMPACT.

7 SECTION 3.4. PROGRAM REVIEW AND FINDINGS.

8 1. EACH PARTY SHALL SUBMIT A REPORT TO THE COUNCIL AND THE  
9 REGIONAL BODY DETAILING ITS WATER MANAGEMENT AND CONSERVATION AND  
10 EFFICIENCY PROGRAMS THAT IMPLEMENT THIS COMPACT. THE REPORT SHALL  
11 SET OUT THE MANNER IN WHICH WATER WITHDRAWALS ARE MANAGED BY  
12 SECTOR, WATER SOURCE, QUANTITY OR ANY OTHER MEANS, AND HOW THE  
13 PROVISIONS OF THE STANDARD OF REVIEW AND DECISION AND CONSERVATION  
14 AND EFFICIENCY PROGRAMS ARE IMPLEMENTED. THE FIRST REPORT SHALL BE  
15 PROVIDED BY EACH PARTY ONE YEAR FROM THE EFFECTIVE DATE OF THIS  
16 COMPACT AND THEREAFTER EVERY 5 YEARS.

17 2. THE COUNCIL, IN COOPERATION WITH THE PROVINCES, SHALL  
18 REVIEW ITS WATER MANAGEMENT AND CONSERVATION AND EFFICIENCY  
19 PROGRAMS AND THOSE OF THE PARTIES THAT ARE ESTABLISHED  
20 IN THIS COMPACT AND MAKE FINDINGS ON WHETHER THE WATER MANAGEMENT  
21 PROGRAM PROVISIONS IN THIS COMPACT ARE BEING MET, AND IF NOT,  
22 RECOMMEND OPTIONS TO ASSIST THE PARTIES IN MEETING THE PROVISIONS  
23 OF THIS COMPACT. SUCH REVIEW SHALL TAKE PLACE:

24 A. 30 DAYS AFTER THE FIRST REPORT IS SUBMITTED BY ALL PARTIES;  
25 AND,

26 B. EVERY FIVE YEARS AFTER THE EFFECTIVE DATE OF THIS COMPACT;  
27 AND,

1 C. AT ANY OTHER TIME AT THE REQUEST OF ONE OF THE PARTIES.

2 3. AS ONE OF ITS DUTIES AND RESPONSIBILITIES, THE COUNCIL MAY  
3 RECOMMEND A RANGE OF APPROACHES TO THE PARTIES WITH RESPECT TO THE  
4 DEVELOPMENT, ENHANCEMENT AND APPLICATION OF WATER MANAGEMENT AND  
5 CONSERVATION AND EFFICIENCY PROGRAMS TO IMPLEMENT THE STANDARD OF  
6 REVIEW AND DECISION REFLECTING IMPROVED SCIENTIFIC UNDERSTANDING OF  
7 THE WATERS OF THE BASIN, INCLUDING GROUNDWATER, AND THE IMPACTS OF  
8 WITHDRAWALS ON THE BASIN ECOSYSTEM.

9 ARTICLE 4

10 WATER MANAGEMENT AND REGULATION

11 SECTION 4.1. WATER RESOURCES INVENTORY, REGISTRATION AND  
12 REPORTING.

13 1. WITHIN FIVE YEARS OF THE EFFECTIVE DATE OF THIS COMPACT,  
14 EACH PARTY SHALL DEVELOP AND MAINTAIN A WATER RESOURCES INVENTORY  
15 FOR THE COLLECTION, INTERPRETATION, STORAGE, RETRIEVAL EXCHANGE,  
16 AND DISSEMINATION OF INFORMATION CONCERNING THE WATER RESOURCES OF  
17 THE PARTY, INCLUDING, BUT NOT LIMITED TO, INFORMATION ON THE  
18 LOCATION, TYPE, QUANTITY, AND USE OF THOSE RESOURCES AND THE  
19 LOCATION, TYPE, AND QUANTITY OF WITHDRAWALS, DIVERSIONS AND  
20 CONSUMPTIVE USES. TO THE EXTENT FEASIBLE, THE WATER RESOURCES  
21 INVENTORY SHALL BE DEVELOPED IN COOPERATION WITH LOCAL, STATE,  
22 FEDERAL, TRIBAL AND OTHER PRIVATE AGENCIES AND ENTITIES, AS WELL AS  
23 THE COUNCIL. EACH PARTY'S AGENCIES SHALL COOPERATE WITH THAT PARTY  
24 IN THE DEVELOPMENT AND MAINTENANCE OF THE INVENTORY.

25 2. THE COUNCIL SHALL ASSIST EACH PARTY TO DEVELOP A COMMON  
26 BASE OF DATA REGARDING THE MANAGEMENT OF THE WATER RESOURCES OF THE  
27 BASIN AND TO ESTABLISH SYSTEMATIC ARRANGEMENTS FOR THE EXCHANGE OF

1 THOSE DATA WITH OTHER STATES AND PROVINCES.

2 3. TO DEVELOP AND MAINTAIN A COMPATIBLE BASE OF WATER USE  
3 INFORMATION, WITHIN FIVE YEARS OF THE EFFECTIVE DATE OF THIS  
4 COMPACT ANY PERSON WHO WITHDRAWS WATER IN AN AMOUNT OF 100,000  
5 GALLONS PER DAY OR GREATER AVERAGE IN ANY 30-DAY PERIOD (INCLUDING  
6 CONSUMPTIVE USES) FROM ALL SOURCES, OR DIVERTS WATER OF ANY AMOUNT,  
7 SHALL REGISTER THE WITHDRAWAL OR DIVERSION BY A DATE SET BY THE  
8 COUNCIL UNLESS THE PERSON HAS PREVIOUSLY REGISTERED IN ACCORDANCE  
9 WITH AN EXISTING STATE PROGRAM. THE PERSON SHALL REGISTER THE  
10 WITHDRAWAL OR DIVERSION WITH THE ORIGINATING PARTY USING A FORM  
11 PRESCRIBED BY THE ORIGINATING PARTY THAT SHALL INCLUDE, AT A  
12 MINIMUM AND WITHOUT LIMITATION: THE NAME AND ADDRESS OF THE  
13 REGISTRANT AND DATE OF REGISTRATION; THE LOCATIONS AND SOURCES OF  
14 THE WITHDRAWAL OR DIVERSION; THE CAPACITY OF THE WITHDRAWAL OR  
15 DIVERSION PER DAY AND THE AMOUNT WITHDRAWN OR DIVERTED FROM EACH  
16 SOURCE; THE USES MADE OF THE WATER; PLACES OF USE AND PLACES OF  
17 DISCHARGE; AND, SUCH OTHER INFORMATION AS THE ORIGINATING PARTY MAY  
18 REQUIRE. ALL REGISTRATIONS SHALL INCLUDE AN ESTIMATE OF THE VOLUME  
19 OF THE WITHDRAWAL OR DIVERSION IN TERMS OF GALLONS PER DAY AVERAGE  
20 IN ANY 30-DAY PERIOD.

21 4. ALL REGISTRANTS SHALL ANNUALLY REPORT THE MONTHLY VOLUMES  
22 OF THE WITHDRAWAL, CONSUMPTIVE USE AND DIVERSION IN GALLONS TO THE  
23 ORIGINATING PARTY AND ANY OTHER INFORMATION REQUESTED BY THE  
24 ORIGINATING PARTY.

25 5. EACH PARTY SHALL ANNUALLY REPORT THE INFORMATION GATHERED  
26 PURSUANT TO THIS SECTION TO A GREAT LAKES-ST. LAWRENCE RIVER WATER  
27 USE DATA BASE REPOSITORY AND AGGREGATED INFORMATION SHALL BE MADE

1 PUBLICLY AVAILABLE, CONSISTENT WITH THE CONFIDENTIALITY  
2 REQUIREMENTS IN SECTION 8.3.

3 6. INFORMATION GATHERED BY THE PARTIES PURSUANT TO THIS  
4 SECTION SHALL BE USED TO IMPROVE THE SOURCES AND APPLICATIONS OF  
5 SCIENTIFIC INFORMATION REGARDING THE WATERS OF THE BASIN AND THE  
6 IMPACTS OF THE WITHDRAWALS AND DIVERSIONS FROM VARIOUS LOCATIONS  
7 AND WATER SOURCES ON THE BASIN ECOSYSTEM, AND TO BETTER UNDERSTAND  
8 THE ROLE OF GROUNDWATER IN THE BASIN. THE COUNCIL AND THE PARTIES  
9 SHALL COORDINATE THE COLLECTION AND APPLICATION OF SCIENTIFIC  
10 INFORMATION TO FURTHER DEVELOP A MECHANISM BY WHICH INDIVIDUAL AND  
11 CUMULATIVE IMPACTS OF WITHDRAWALS, CONSUMPTIVE USES AND DIVERSIONS  
12 SHALL BE ASSESSED.

13 SECTION 4.2. WATER CONSERVATION AND EFFICIENCY PROGRAMS.

14 1. THE COUNCIL COMMITS TO IDENTIFY, IN COOPERATION WITH THE  
15 PROVINCES, BASIN-WIDE WATER CONSERVATION AND EFFICIENCY OBJECTIVES  
16 TO ASSIST THE PARTIES IN DEVELOPING THEIR WATER CONSERVATION AND  
17 EFFICIENCY PROGRAM. THESE OBJECTIVES ARE BASED ON THE GOALS OF:

18 A. ENSURING IMPROVEMENT OF THE WATERS AND WATER DEPENDENT  
19 NATURAL RESOURCES;

20 B. PROTECTING AND RESTORING THE HYDROLOGIC AND ECOSYSTEM  
21 INTEGRITY OF THE BASIN;

22 C. RETAINING THE QUANTITY OF SURFACE WATER AND GROUNDWATER IN  
23 THE BASIN;

24 D. ENSURING SUSTAINABLE USE OF WATERS OF THE BASIN; AND,

25 E. PROMOTING THE EFFICIENCY OF USE AND REDUCING LOSSES AND  
26 WASTE OF WATER.

27 2. WITHIN TWO YEARS OF THE EFFECTIVE DATE OF THIS COMPACT,

1 EACH PARTY SHALL DEVELOP ITS OWN WATER CONSERVATION AND EFFICIENCY  
2 GOALS AND OBJECTIVES CONSISTENT WITH THE BASIN-WIDE GOALS AND  
3 OBJECTIVES, AND SHALL DEVELOP AND IMPLEMENT A WATER CONSERVATION  
4 AND EFFICIENCY PROGRAM, EITHER VOLUNTARY OR MANDATORY, WITHIN ITS  
5 JURISDICTION BASED ON THE PARTY'S GOALS AND OBJECTIVES. EACH PARTY  
6 SHALL ANNUALLY ASSESS ITS PROGRAMS IN MEETING THE PARTY'S GOALS AND  
7 OBJECTIVES, REPORT TO THE COUNCIL AND THE REGIONAL BODY AND MAKE  
8 THIS ANNUAL ASSESSMENT AVAILABLE TO THE PUBLIC.

9 3. BEGINNING FIVE YEARS AFTER THE EFFECTIVE DATE OF THIS  
10 COMPACT, AND EVERY FIVE YEARS THEREAFTER, THE COUNCIL, IN  
11 COOPERATION WITH THE PROVINCES, SHALL REVIEW AND MODIFY AS  
12 APPROPRIATE THE BASIN-WIDE OBJECTIVES, AND THE PARTIES SHALL HAVE  
13 REGARD FOR ANY SUCH MODIFICATIONS IN IMPLEMENTING THEIR PROGRAMS.  
14 THIS ASSESSMENT WILL BE BASED ON EXAMINING NEW TECHNOLOGIES, NEW  
15 PATTERNS OF WATER USE, NEW RESOURCE DEMANDS AND THREATS, AND  
16 CUMULATIVE IMPACT ASSESSMENT UNDER SECTION 4.15.

17 4. WITHIN TWO YEARS OF THE EFFECTIVE DATE OF THIS COMPACT, THE  
18 PARTIES COMMIT TO PROMOTE ENVIRONMENTALLY SOUND AND ECONOMICALLY  
19 FEASIBLE WATER CONSERVATION MEASURES SUCH AS:

- 20 A. MEASURES THAT PROMOTE EFFICIENT USE OF WATER;
- 21 B. IDENTIFICATION AND SHARING OF BEST MANAGEMENT PRACTICES AND  
22 STATE OF THE ART CONSERVATION AND EFFICIENCY TECHNOLOGIES;
- 23 C. APPLICATION OF SOUND PLANNING PRINCIPLES;
- 24 D. DEMAND-SIDE AND SUPPLY-SIDE MEASURES OR INCENTIVES; AND,
- 25 E. DEVELOPMENT, TRANSFER AND APPLICATION OF SCIENCE AND  
26 RESEARCH.

27 5. EACH PARTY SHALL IMPLEMENT IN ACCORDANCE WITH PARAGRAPH 2

1 ABOVE A VOLUNTARY OR MANDATORY WATER CONSERVATION PROGRAM FOR ALL,  
2 INCLUDING EXISTING, BASIN WATER USERS. CONSERVATION PROGRAMS NEED  
3 TO ADJUST TO NEW DEMANDS AND THE POTENTIAL IMPACTS OF CUMULATIVE  
4 EFFECTS AND CLIMATE.

5 SECTION 4.3. PARTY POWERS AND DUTIES.

6 1. EACH PARTY, WITHIN ITS JURISDICTION, SHALL MANAGE AND  
7 REGULATE NEW OR INCREASED WITHDRAWALS, CONSUMPTIVE USES AND  
8 DIVERSIONS, INCLUDING EXCEPTIONS, IN ACCORDANCE WITH THIS COMPACT.

9 2. EACH PARTY SHALL REQUIRE AN APPLICANT TO SUBMIT AN  
10 APPLICATION IN SUCH MANNER AND WITH SUCH ACCOMPANYING INFORMATION  
11 AS THE PARTY SHALL PRESCRIBE.

12 3. NO PARTY MAY APPROVE A PROPOSAL IF THE PARTY DETERMINES  
13 THAT THE PROPOSAL IS INCONSISTENT WITH THIS COMPACT OR THE STANDARD  
14 OF REVIEW AND DECISION OR ANY IMPLEMENTING RULES OR REGULATIONS  
15 PROMULGATED THEREUNDER. THE PARTY MAY APPROVE, APPROVE WITH  
16 MODIFICATIONS OR DISAPPROVE ANY PROPOSAL DEPENDING ON THE  
17 PROPOSAL'S CONSISTENCY WITH THIS COMPACT AND THE STANDARD OF REVIEW  
18 AND DECISION.

19 4. EACH PARTY SHALL MONITOR THE IMPLEMENTATION OF ANY APPROVED  
20 PROPOSAL TO ENSURE CONSISTENCY WITH THE APPROVAL AND MAY TAKE ALL  
21 NECESSARY ENFORCEMENT ACTIONS.

22 5. NO PARTY SHALL APPROVE A PROPOSAL SUBJECT TO COUNCIL OR  
23 REGIONAL REVIEW, OR BOTH, PURSUANT TO THIS COMPACT UNLESS IT SHALL  
24 HAVE BEEN FIRST SUBMITTED TO AND REVIEWED BY EITHER THE COUNCIL OR  
25 REGIONAL BODY, OR BOTH, AND APPROVED BY THE COUNCIL, AS APPLICABLE.  
26 SUFFICIENT OPPORTUNITY SHALL BE PROVIDED FOR COMMENT ON THE  
27 PROPOSAL'S CONSISTENCY WITH THIS COMPACT AND THE STANDARD OF REVIEW

1 AND DECISION. ALL SUCH COMMENTS SHALL BECOME PART OF THE PARTY'S  
2 FORMAL RECORD OF DECISION, AND THE PARTY SHALL TAKE INTO  
3 CONSIDERATION ANY SUCH COMMENTS RECEIVED.

4 SECTION 4.4. REQUIREMENT FOR ORIGINATING PARTY APPROVAL.

5 NO PROPOSAL SUBJECT TO MANAGEMENT AND REGULATION UNDER THIS  
6 COMPACT SHALL HEREAFTER BE UNDERTAKEN BY ANY PERSON UNLESS IT SHALL  
7 HAVE BEEN APPROVED BY THE ORIGINATING PARTY.

8 SECTION 4.5. REGIONAL REVIEW.

9 1. GENERAL.

10 A. IT IS THE INTENTION OF THE PARTIES TO PARTICIPATE IN  
11 REGIONAL REVIEW OF PROPOSALS WITH THE PROVINCES, AS DESCRIBED IN  
12 THIS COMPACT AND THE AGREEMENT.

13 B. UNLESS THE APPLICANT OR THE ORIGINATING PARTY OTHERWISE  
14 REQUESTS, IT SHALL BE THE GOAL OF THE REGIONAL BODY TO CONCLUDE ITS  
15 REVIEW NO LATER THAN 90 DAYS AFTER NOTICE UNDER SECTION 4.5.2 OF  
16 SUCH PROPOSAL IS RECEIVED FROM THE ORIGINATING PARTY.

17 C. PROPOSALS FOR EXCEPTIONS SUBJECT TO REGIONAL REVIEW SHALL  
18 BE SUBMITTED BY THE ORIGINATING PARTY TO THE REGIONAL BODY FOR  
19 REGIONAL REVIEW, AND WHERE APPLICABLE, TO THE COUNCIL FOR  
20 CONCURRENT REVIEW.

21 D. THE PARTIES AGREE THAT THE PROTECTION OF THE INTEGRITY OF  
22 THE GREAT LAKES-ST. LAWRENCE RIVER BASIN ECOSYSTEM SHALL BE THE  
23 OVERARCHING PRINCIPLE FOR REVIEWING PROPOSALS SUBJECT TO REGIONAL  
24 REVIEW, RECOGNIZING UNCERTAINTIES WITH RESPECT TO DEMANDS THAT MAY  
25 BE PLACED ON BASIN WATER, INCLUDING GROUNDWATER, LEVELS AND FLOWS  
26 OF THE GREAT LAKES AND THE ST. LAWRENCE RIVER, FUTURE CHANGES IN  
27 ENVIRONMENTAL CONDITIONS, THE RELIABILITY OF EXISTING DATA AND THE

1 EXTENT TO WHICH DIVERSIONS MAY HARM THE INTEGRITY OF THE BASIN  
2 ECOSYSTEM.

3 E. THE ORIGINATING PARTY SHALL HAVE LEAD RESPONSIBILITY FOR  
4 COORDINATING INFORMATION FOR RESOLUTION OF ISSUES RELATED TO  
5 EVALUATION OF A PROPOSAL, AND SHALL CONSULT WITH THE APPLICANT  
6 THROUGHOUT THE REGIONAL REVIEW PROCESS.

7 F. A MAJORITY OF THE MEMBERS OF THE REGIONAL BODY MAY REQUEST  
8 REGIONAL REVIEW OF A REGIONALLY SIGNIFICANT OR POTENTIALLY  
9 PRECEDENT SETTING PROPOSAL. SUCH REGIONAL REVIEW MUST BE CONDUCTED,  
10 TO THE EXTENT POSSIBLE, WITHIN THE TIME FRAMES SET FORTH IN THIS  
11 SECTION. ANY SUCH REGIONAL REVIEW SHALL BE UNDERTAKEN ONLY AFTER  
12 CONSULTING THE APPLICANT.

13 2. NOTICE FROM ORIGINATING PARTY TO THE REGIONAL BODY.

14 A. THE ORIGINATING PARTY SHALL DETERMINE IF A PROPOSAL IS  
15 SUBJECT TO REGIONAL REVIEW. IF SO, THE ORIGINATING PARTY SHALL  
16 PROVIDE TIMELY NOTICE TO THE REGIONAL BODY AND THE PUBLIC.

17 B. SUCH NOTICE SHALL NOT BE GIVEN UNLESS AND UNTIL ALL  
18 INFORMATION, DOCUMENTS AND THE ORIGINATING PARTY'S TECHNICAL REVIEW  
19 NEEDED TO EVALUATE WHETHER THE PROPOSAL MEETS THE STANDARD OF  
20 REVIEW AND DECISION HAVE BEEN PROVIDED.

21 C. AN ORIGINATING PARTY MAY:

22 i. PROVIDE NOTICE TO THE REGIONAL BODY OF AN APPLICATION, EVEN  
23 IF NOTIFICATION IS NOT REQUIRED; OR,

24 ii. REQUEST REGIONAL REVIEW OF AN APPLICATION, EVEN IF REGIONAL  
25 REVIEW IS NOT REQUIRED. ANY SUCH REGIONAL REVIEW SHALL BE  
26 UNDERTAKEN ONLY AFTER CONSULTING THE APPLICANT.

27 D. AN ORIGINATING PARTY MAY PROVIDE PRELIMINARY NOTICE OF A



1 POTENTIAL PROPOSAL.

2 3. PUBLIC PARTICIPATION.

3 A. TO ENSURE ADEQUATE PUBLIC PARTICIPATION, THE REGIONAL BODY  
4 SHALL ADOPT PROCEDURES FOR THE REVIEW OF PROPOSALS THAT ARE SUBJECT  
5 TO REGIONAL REVIEW IN ACCORDANCE WITH THIS ARTICLE.

6 B. THE REGIONAL BODY SHALL PROVIDE NOTICE TO THE PUBLIC OF A  
7 PROPOSAL UNDERGOING REGIONAL REVIEW. SUCH NOTICE SHALL INDICATE  
8 THAT THE PUBLIC HAS AN OPPORTUNITY TO COMMENT IN WRITING TO THE  
9 REGIONAL BODY ON WHETHER THE PROPOSAL MEETS THE STANDARD OF REVIEW  
10 AND DECISION.

11 C. THE REGIONAL BODY SHALL HOLD A PUBLIC MEETING IN THE STATE  
12 OR PROVINCE OF THE ORIGINATING PARTY IN ORDER TO RECEIVE PUBLIC  
13 COMMENT ON THE ISSUE OF WHETHER THE PROPOSAL UNDER CONSIDERATION  
14 MEETS THE STANDARD OF REVIEW AND DECISION.

15 D. THE REGIONAL BODY SHALL CONSIDER THE COMMENTS RECEIVED  
16 BEFORE ISSUING A DECLARATION OF FINDING.

17 E. THE REGIONAL BODY SHALL FORWARD THE COMMENTS IT RECEIVES TO  
18 THE ORIGINATING PARTY.

19 4. TECHNICAL REVIEW.

20 A. THE ORIGINATING PARTY SHALL PROVIDE THE REGIONAL BODY WITH  
21 ITS TECHNICAL REVIEW OF THE PROPOSAL UNDER CONSIDERATION.

22 B. THE ORIGINATING PARTY'S TECHNICAL REVIEW SHALL THOROUGHLY  
23 ANALYZE THE PROPOSAL AND PROVIDE AN EVALUATION OF THE PROPOSAL  
24 SUFFICIENT FOR A DETERMINATION OF WHETHER THE PROPOSAL MEETS THE  
25 STANDARD OF REVIEW AND DECISION.

26 C. ANY MEMBER OF THE REGIONAL BODY MAY CONDUCT THEIR OWN  
27 TECHNICAL REVIEW OF ANY PROPOSAL SUBJECT TO REGIONAL REVIEW.

1 D. AT THE REQUEST OF THE MAJORITY OF ITS MEMBERS, THE REGIONAL  
2 BODY SHALL MAKE SUCH ARRANGEMENTS AS IT CONSIDERS APPROPRIATE FOR  
3 AN INDEPENDENT TECHNICAL REVIEW OF A PROPOSAL.

4 E. ALL PARTIES SHALL EXERCISE THEIR BEST EFFORTS TO ENSURE  
5 THAT A TECHNICAL REVIEW UNDERTAKEN UNDER SECTIONS 4.5.4.C AND  
6 4.5.4.D DOES NOT UNNECESSARILY DELAY THE DECISION BY THE  
7 ORIGINATING PARTY ON THE APPLICATION. UNLESS THE APPLICANT OR THE  
8 ORIGINATING PARTY OTHERWISE REQUESTS, ALL TECHNICAL REVIEWS SHALL  
9 BE COMPLETED NO LATER THAN 60 DAYS AFTER THE DATE THE NOTICE OF THE  
10 PROPOSAL WAS GIVEN TO THE REGIONAL BODY.

11 5. DECLARATION OF FINDING.

12 A. THE REGIONAL BODY SHALL MEET TO CONSIDER A PROPOSAL. THE  
13 APPLICANT SHALL BE PROVIDED WITH AN OPPORTUNITY TO PRESENT THE  
14 PROPOSAL TO THE REGIONAL BODY AT SUCH TIME.

15 B. THE REGIONAL BODY, HAVING CONSIDERED THE NOTICE, THE  
16 ORIGINATING PARTY'S TECHNICAL REVIEW, ANY OTHER INDEPENDENT  
17 TECHNICAL REVIEW THAT IS MADE, ANY COMMENTS OR OBJECTIONS INCLUDING  
18 THE ANALYSIS OF COMMENTS MADE BY THE PUBLIC, FIRST NATIONS AND  
19 FEDERALLY RECOGNIZED TRIBES, AND ANY OTHER INFORMATION THAT IS  
20 PROVIDED UNDER THIS COMPACT SHALL ISSUE A DECLARATION OF FINDING  
21 THAT THE PROPOSAL UNDER CONSIDERATION:

22 *i.* MEETS THE STANDARD OF REVIEW AND DECISION;

23 *ii.* DOES NOT MEET THE STANDARD OF REVIEW AND DECISION; OR,

24 *iii.* WOULD MEET THE STANDARD OF REVIEW AND DECISION IF CERTAIN  
25 CONDITIONS WERE MET.

26 C. AN ORIGINATING PARTY MAY DECLINE TO PARTICIPATE IN A  
27 DECLARATION OF FINDING MADE BY THE REGIONAL BODY.

1 D. THE PARTIES RECOGNIZE AND AFFIRM THAT IT IS PREFERABLE FOR  
2 ALL MEMBERS OF THE REGIONAL BODY TO AGREE WHETHER THE PROPOSAL  
3 MEETS THE STANDARD OF REVIEW AND DECISION.

4 E. IF THE MEMBERS OF THE REGIONAL BODY WHO PARTICIPATE IN THE  
5 DECLARATION OF FINDING ALL AGREE, THEY SHALL ISSUE A WRITTEN  
6 DECLARATION OF FINDING WITH CONSENSUS.

7 F. IN THE EVENT THAT THE MEMBERS CANNOT AGREE, THE REGIONAL  
8 BODY SHALL MAKE EVERY REASONABLE EFFORT TO ACHIEVE CONSENSUS WITHIN  
9 25 DAYS.

10 G. SHOULD CONSENSUS NOT BE ACHIEVED, THE REGIONAL BODY MAY  
11 ISSUE A DECLARATION OF FINDING THAT PRESENTS DIFFERENT POINTS OF  
12 VIEW AND INDICATES EACH PARTY'S CONCLUSIONS.

13 H. THE REGIONAL BODY SHALL RELEASE THE DECLARATIONS OF FINDING  
14 TO THE PUBLIC.

15 I. THE ORIGINATING PARTY AND THE COUNCIL SHALL CONSIDER THE  
16 DECLARATION OF FINDING BEFORE MAKING A DECISION ON THE PROPOSAL.

17 SECTION 4.6. PROPOSALS SUBJECT TO PRIOR NOTICE.

18 1. BEGINNING NO LATER THAN FIVE YEARS OF THE EFFECTIVE DATE OF  
19 THIS COMPACT, THE ORIGINATING PARTY SHALL PROVIDE ALL PARTIES AND  
20 THE PROVINCES WITH DETAILED AND TIMELY NOTICE AND AN OPPORTUNITY TO  
21 COMMENT WITHIN 90 DAYS ON ANY PROPOSAL FOR A NEW OR INCREASED  
22 CONSUMPTIVE USE OF 5 MILLION GALLONS PER DAY OR GREATER AVERAGE IN  
23 ANY 90-DAY PERIOD. COMMENTS SHALL ADDRESS WHETHER OR NOT THE  
24 PROPOSAL IS CONSISTENT WITH THE STANDARD OF REVIEW AND DECISION.  
25 THE ORIGINATING PARTY SHALL PROVIDE A RESPONSE TO ANY SUCH COMMENT  
26 RECEIVED FROM ANOTHER PARTY.

27 2. A PARTY MAY PROVIDE NOTICE, AN OPPORTUNITY TO COMMENT AND A

1 RESPONSE TO COMMENTS EVEN IF THIS IS NOT REQUIRED UNDER PARAGRAPH 1  
2 OF THIS SECTION. ANY PROVISION OF SUCH NOTICE AND OPPORTUNITY TO  
3 COMMENT SHALL BE UNDERTAKEN ONLY AFTER CONSULTING THE APPLICANT.

4 SECTION 4.7. COUNCIL ACTIONS.

5 1. PROPOSALS FOR EXCEPTIONS SUBJECT TO COUNCIL REVIEW SHALL BE  
6 SUBMITTED BY THE ORIGINATING PARTY TO THE COUNCIL FOR COUNCIL  
7 REVIEW, AND WHERE APPLICABLE, TO THE REGIONAL BODY FOR CONCURRENT  
8 REVIEW.

9 2. THE COUNCIL SHALL REVIEW AND TAKE ACTION ON PROPOSALS IN  
10 ACCORDANCE WITH THIS COMPACT AND THE STANDARD OF REVIEW AND  
11 DECISION. THE COUNCIL SHALL NOT TAKE ACTION ON A PROPOSAL SUBJECT  
12 TO REGIONAL REVIEW PURSUANT TO THIS COMPACT UNLESS THE PROPOSAL  
13 SHALL HAVE BEEN FIRST SUBMITTED TO AND REVIEWED BY THE REGIONAL  
14 BODY. THE COUNCIL SHALL CONSIDER ANY FINDINGS RESULTING FROM SUCH  
15 REVIEW.

16 SECTION 4.8. PROHIBITION OF NEW OR INCREASED DIVERSIONS.

17 ALL NEW OR INCREASED DIVERSIONS ARE PROHIBITED, EXCEPT AS  
18 PROVIDED FOR IN THIS ARTICLE.

19 SECTION 4.9. EXCEPTIONS TO THE PROHIBITION OF DIVERSIONS.

20 1. STRADDLING COMMUNITIES. A PROPOSAL TO TRANSFER WATER TO AN  
21 AREA WITHIN A STRADDLING COMMUNITY BUT OUTSIDE THE BASIN OR OUTSIDE  
22 THE SOURCE GREAT LAKE WATERSHED SHALL BE EXCEPTED FROM THE  
23 PROHIBITION AGAINST DIVERSIONS AND BE MANAGED AND REGULATED BY THE  
24 ORIGINATING PARTY PROVIDED THAT, REGARDLESS OF THE VOLUME OF WATER  
25 TRANSFERRED, ALL THE WATER SO TRANSFERRED SHALL BE USED SOLELY FOR  
26 PUBLIC WATER SUPPLY PURPOSES WITHIN THE STRADDLING COMMUNITY, AND:

27 A. ALL WATER WITHDRAWN FROM THE BASIN SHALL BE RETURNED,

1 EITHER NATURALLY OR AFTER USE, TO THE SOURCE WATERSHED LESS AN  
2 ALLOWANCE FOR CONSUMPTIVE USE. NO SURFACE WATER OR GROUNDWATER FROM  
3 OUTSIDE THE BASIN MAY BE USED TO SATISFY ANY PORTION OF THIS  
4 CRITERION EXCEPT IF IT:

5 *i.* IS PART OF A WATER SUPPLY OR WASTEWATER TREATMENT SYSTEM  
6 THAT COMBINES WATER FROM INSIDE AND OUTSIDE OF THE BASIN;

7 *ii.* IS TREATED TO MEET APPLICABLE WATER QUALITY DISCHARGE  
8 STANDARDS AND TO PREVENT THE INTRODUCTION OF INVASIVE SPECIES INTO  
9 THE BASIN;

10 *iii.* MAXIMIZES THE PORTION OF WATER RETURNED TO THE SOURCE  
11 WATERSHED AS BASIN WATER AND MINIMIZES THE SURFACE WATER OR  
12 GROUNDWATER FROM OUTSIDE THE BASIN;

13 B. IF THE PROPOSAL RESULTS FROM A NEW OR INCREASED WITHDRAWAL  
14 OF 100,000 GALLONS PER DAY OR GREATER AVERAGE OVER ANY 90-DAY  
15 PERIOD, THE PROPOSAL SHALL ALSO MEET THE EXCEPTION STANDARD; AND,

16 C. IF THE PROPOSAL RESULTS IN A NEW OR INCREASED CONSUMPTIVE  
17 USE OF 5 MILLION GALLONS PER DAY OR GREATER AVERAGE OVER ANY 90-DAY  
18 PERIOD, THE PROPOSAL SHALL ALSO UNDERGO REGIONAL REVIEW.

19 2. INTRA-BASIN TRANSFER. A PROPOSAL FOR AN INTRA-BASIN  
20 TRANSFER THAT WOULD BE CONSIDERED A DIVERSION UNDER THIS COMPACT,  
21 AND NOT ALREADY EXCEPTED PURSUANT TO PARAGRAPH 1 OF THIS SECTION,  
22 SHALL BE EXCEPTED FROM THE PROHIBITION AGAINST DIVERSIONS, PROVIDED  
23 THAT:

24 A. IF THE PROPOSAL RESULTS FROM A NEW OR INCREASED WITHDRAWAL  
25 LESS THAN 100,000 GALLONS PER DAY AVERAGE OVER ANY 90-DAY PERIOD,  
26 THE PROPOSAL SHALL BE SUBJECT TO MANAGEMENT AND REGULATION AT THE  
27 DISCRETION OF THE ORIGINATING PARTY.

1           B. IF THE PROPOSAL RESULTS FROM A NEW OR INCREASED WITHDRAWAL  
2 100,000 GALLONS PER DAY OR GREATER AVERAGE OVER ANY 90-DAY PERIOD  
3 AND IF THE CONSUMPTIVE USE RESULTING FROM THE WITHDRAWAL IS LESS  
4 THAN 5 MILLION GALLONS PER DAY AVERAGE OVER ANY 90-DAY PERIOD:

5           *i.* THE PROPOSAL SHALL MEET THE EXCEPTION STANDARD AND BE  
6 SUBJECT TO MANAGEMENT AND REGULATION BY THE ORIGINATING PARTY,  
7 EXCEPT THAT THE WATER MAY BE RETURNED TO ANOTHER GREAT LAKE  
8 WATERSHED RATHER THAN THE SOURCE WATERSHED;

9           *ii.* THE APPLICANT SHALL DEMONSTRATE THAT THERE IS NO FEASIBLE,  
10 COST EFFECTIVE, AND ENVIRONMENTALLY SOUND WATER SUPPLY ALTERNATIVE  
11 WITHIN THE GREAT LAKE WATERSHED TO WHICH THE WATER WILL BE  
12 TRANSFERRED, INCLUDING CONSERVATION OF EXISTING WATER SUPPLIES;  
13 AND,

14           *iii.* THE ORIGINATING PARTY SHALL PROVIDE NOTICE TO THE OTHER  
15 PARTIES PRIOR TO MAKING ANY DECISION WITH RESPECT TO THE PROPOSAL.

16           C. IF THE PROPOSAL RESULTS IN A NEW OR INCREASED CONSUMPTIVE  
17 USE OF 5 MILLION GALLONS PER DAY OR GREATER AVERAGE OVER ANY 90-DAY  
18 PERIOD:

19           *i.* THE PROPOSAL SHALL BE SUBJECT TO MANAGEMENT AND REGULATION  
20 BY THE ORIGINATING PARTY AND SHALL MEET THE EXCEPTION STANDARD,  
21 ENSURING THAT WATER WITHDRAWN SHALL BE RETURNED TO THE SOURCE  
22 WATERSHED;

23           *ii.* THE APPLICANT SHALL DEMONSTRATE THAT THERE IS NO FEASIBLE,  
24 COST EFFECTIVE, AND ENVIRONMENTALLY SOUND WATER SUPPLY ALTERNATIVE  
25 WITHIN THE GREAT LAKE WATERSHED TO WHICH THE WATER WILL BE  
26 TRANSFERRED, INCLUDING CONSERVATION OF EXISTING WATER SUPPLIES;

27           *iii.* THE PROPOSAL UNDERGOES REGIONAL REVIEW; AND,

1        *iv.* THE PROPOSAL IS APPROVED BY THE COUNCIL. COUNCIL APPROVAL  
2 SHALL BE GIVEN UNLESS ONE OR MORE COUNCIL MEMBERS VOTE TO  
3 DISAPPROVE.

4        3. STRADDLING COUNTIES. A PROPOSAL TO TRANSFER WATER TO A  
5 COMMUNITY WITHIN A STRADDLING COUNTY THAT WOULD BE CONSIDERED A  
6 DIVERSION UNDER THIS COMPACT SHALL BE EXCEPTED FROM THE PROHIBITION  
7 AGAINST DIVERSIONS, PROVIDED THAT IT SATISFIES ALL OF THE FOLLOWING  
8 CONDITIONS:

9        A. THE WATER SHALL BE USED SOLELY FOR THE PUBLIC WATER SUPPLY  
10 PURPOSES OF THE COMMUNITY WITHIN A STRADDLING COUNTY THAT IS  
11 WITHOUT ADEQUATE SUPPLIES OF POTABLE WATER;

12        B. THE PROPOSAL MEETS THE EXCEPTION STANDARD, MAXIMIZING THE  
13 PORTION OF WATER RETURNED TO THE SOURCE WATERSHED AS BASIN WATER  
14 AND MINIMIZING THE SURFACE WATER OR GROUNDWATER FROM OUTSIDE THE  
15 BASIN;

16        C. THE PROPOSAL SHALL BE SUBJECT TO MANAGEMENT AND REGULATION  
17 BY THE ORIGINATING PARTY, REGARDLESS OF ITS SIZE;

18        D. THERE IS NO REASONABLE WATER SUPPLY ALTERNATIVE WITHIN THE  
19 BASIN IN WHICH THE COMMUNITY IS LOCATED, INCLUDING CONSERVATION OF  
20 EXISTING WATER SUPPLIES;

21        E. CAUTION SHALL BE USED IN DETERMINING WHETHER OR NOT THE  
22 PROPOSAL MEETS THE CONDITIONS FOR THIS EXCEPTION. THIS EXCEPTION  
23 SHOULD NOT BE AUTHORIZED UNLESS IT CAN BE SHOWN THAT IT WILL NOT  
24 ENDANGER THE INTEGRITY OF THE BASIN ECOSYSTEM;

25        F. THE PROPOSAL UNDERGOES REGIONAL REVIEW; AND,

26        G. THE PROPOSAL IS APPROVED BY THE COUNCIL. COUNCIL APPROVAL  
27 SHALL BE GIVEN UNLESS ONE OR MORE COUNCIL MEMBERS VOTE TO

1 DISAPPROVE.

2 A PROPOSAL MUST SATISFY ALL OF THE CONDITIONS LISTED ABOVE.  
3 FURTHER, SUBSTANTIVE CONSIDERATION WILL ALSO BE GIVEN TO WHETHER OR  
4 NOT THE PROPOSAL CAN PROVIDE SUFFICIENT SCIENTIFICALLY BASED  
5 EVIDENCE THAT THE EXISTING WATER SUPPLY IS DERIVED FROM GROUNDWATER  
6 THAT IS HYDROLOGICALLY INTERCONNECTED TO WATERS OF THE BASIN.

7 4. EXCEPTION STANDARD. PROPOSALS SUBJECT TO MANAGEMENT AND  
8 REGULATION IN THIS SECTION SHALL BE DECLARED TO MEET THIS EXCEPTION  
9 STANDARD AND MAY BE APPROVED AS APPROPRIATE ONLY WHEN THE FOLLOWING  
10 CRITERIA ARE MET:

11 A. THE NEED FOR ALL OR PART OF THE PROPOSED EXCEPTION CANNOT  
12 BE REASONABLY AVOIDED THROUGH THE EFFICIENT USE AND CONSERVATION OF  
13 EXISTING WATER SUPPLIES;

14 B. THE EXCEPTION WILL BE LIMITED TO QUANTITIES THAT ARE  
15 CONSIDERED REASONABLE FOR THE PURPOSES FOR WHICH IT IS PROPOSED;

16 C. ALL WATER WITHDRAWN SHALL BE RETURNED, EITHER NATURALLY OR  
17 AFTER USE, TO THE SOURCE WATERSHED LESS AN ALLOWANCE FOR  
18 CONSUMPTIVE USE. NO SURFACE WATER OR GROUNDWATER FROM THE OUTSIDE  
19 THE BASIN MAY BE USED TO SATISFY ANY PORTION OF THIS CRITERION  
20 EXCEPT IF IT:

21 *i.* IS PART OF A WATER SUPPLY OR WASTEWATER TREATMENT SYSTEM  
22 THAT COMBINES WATER FROM INSIDE AND OUTSIDE OF THE BASIN;

23 *ii.* IS TREATED TO MEET APPLICABLE WATER QUALITY DISCHARGE  
24 STANDARDS AND TO PREVENT THE INTRODUCTION OF INVASIVE SPECIES INTO  
25 THE BASIN;

26 D. THE EXCEPTION WILL BE IMPLEMENTED SO AS TO ENSURE THAT IT  
27 WILL RESULT IN NO SIGNIFICANT INDIVIDUAL OR CUMULATIVE ADVERSE



1 IMPACTS TO THE QUANTITY OR QUALITY OF THE WATERS AND WATER  
2 DEPENDENT NATURAL RESOURCES OF THE BASIN WITH CONSIDERATION GIVEN  
3 TO THE POTENTIAL CUMULATIVE IMPACTS OF ANY PRECEDENT-SETTING  
4 CONSEQUENCES ASSOCIATED WITH THE PROPOSAL;

5 E. THE EXCEPTION WILL BE IMPLEMENTED SO AS TO INCORPORATE  
6 ENVIRONMENTALLY SOUND AND ECONOMICALLY FEASIBLE WATER CONSERVATION  
7 MEASURES TO MINIMIZE WATER WITHDRAWALS OR CONSUMPTIVE USE;

8 F. THE EXCEPTION WILL BE IMPLEMENTED SO AS TO ENSURE THAT IT  
9 IS IN COMPLIANCE WITH ALL APPLICABLE MUNICIPAL, STATE AND FEDERAL  
10 LAWS AS WELL AS REGIONAL INTERSTATE AND INTERNATIONAL AGREEMENTS,  
11 INCLUDING THE BOUNDARY WATERS TREATY OF 1909; AND,

12 G. ALL OTHER APPLICABLE CRITERIA IN SECTION 4.9 HAVE ALSO BEEN  
13 MET.

14 SECTION 4.10. MANAGEMENT AND REGULATION OF NEW OR INCREASED  
15 WITHDRAWALS AND CONSUMPTIVE USES.

16 1. WITHIN FIVE YEARS OF THE EFFECTIVE DATE OF THIS COMPACT,  
17 EACH PARTY SHALL CREATE A PROGRAM FOR THE MANAGEMENT AND REGULATION  
18 OF NEW OR INCREASED WITHDRAWALS AND CONSUMPTIVE USES BY ADOPTING  
19 AND IMPLEMENTING MEASURES CONSISTENT WITH THE DECISION-MAKING  
20 STANDARD. EACH PARTY, THROUGH A CONSIDERED PROCESS, SHALL SET AND  
21 MAY MODIFY THRESHOLD LEVELS FOR THE REGULATION OF NEW OR INCREASED  
22 WITHDRAWALS IN ORDER TO ASSURE AN EFFECTIVE AND EFFICIENT WATER  
23 MANAGEMENT PROGRAM THAT WILL ENSURE THAT USES OVERALL ARE  
24 REASONABLE, THAT WITHDRAWALS OVERALL WILL NOT RESULT IN SIGNIFICANT  
25 IMPACTS TO THE WATERS AND WATER DEPENDENT NATURAL RESOURCES OF THE  
26 BASIN, DETERMINED ON THE BASIS OF SIGNIFICANT IMPACTS TO THE  
27 PHYSICAL, CHEMICAL, AND BIOLOGICAL INTEGRITY OF SOURCE WATERSHEDS,

1 AND THAT ALL OTHER OBJECTIVES OF THE COMPACT ARE ACHIEVED. EACH  
2 PARTY MAY DETERMINE THE SCOPE AND THRESHOLDS OF ITS PROGRAM,  
3 INCLUDING WHICH NEW OR INCREASED WITHDRAWALS AND CONSUMPTIVE USES  
4 WILL BE SUBJECT TO THE PROGRAM.

5 2. ANY PARTY THAT FAILS TO SET THRESHOLD LEVELS THAT COMPLY  
6 WITH SECTION 4.10.1 ANY TIME BEFORE 10 YEARS AFTER THE EFFECTIVE  
7 DATE OF THIS COMPACT SHALL APPLY A THRESHOLD LEVEL FOR MANAGEMENT  
8 AND REGULATION OF ALL NEW OR INCREASED WITHDRAWALS OF 100,000  
9 GALLONS PER DAY OR GREATER AVERAGE IN ANY 90 DAY PERIOD.

10 3. THE PARTIES INTEND PROGRAMS FOR NEW OR INCREASED  
11 WITHDRAWALS AND CONSUMPTIVE USES TO EVOLVE AS MAY BE NECESSARY TO  
12 PROTECT BASIN WATERS. PURSUANT TO SECTION 3.4, THE COUNCIL, IN  
13 COOPERATION WITH THE PROVINCES, SHALL PERIODICALLY ASSESS THE WATER  
14 MANAGEMENT PROGRAMS OF THE PARTIES. SUCH ASSESSMENTS MAY PRODUCE  
15 RECOMMENDATIONS FOR THE STRENGTHENING OF THE PROGRAMS, INCLUDING  
16 WITHOUT LIMITATION, ESTABLISHING LOWER THRESHOLDS FOR MANAGEMENT  
17 AND REGULATION IN ACCORDANCE WITH THE DECISION-MAKING STANDARD.

18 SECTION 4.11. DECISION-MAKING STANDARD.

19 PROPOSALS SUBJECT TO MANAGEMENT AND REGULATION IN SECTION 4.10  
20 SHALL BE DECLARED TO MEET THIS DECISION-MAKING STANDARD AND MAY BE  
21 APPROVED AS APPROPRIATE ONLY WHEN THE FOLLOWING CRITERIA ARE MET:

22 1. ALL WATER WITHDRAWN SHALL BE RETURNED, EITHER NATURALLY OR  
23 AFTER USE, TO THE SOURCE WATERSHED LESS AN ALLOWANCE FOR  
24 CONSUMPTIVE USE;

25 2. THE WITHDRAWAL OR CONSUMPTIVE USE WILL BE IMPLEMENTED SO AS  
26 TO ENSURE THAT THE PROPOSAL WILL RESULT IN NO SIGNIFICANT  
27 INDIVIDUAL OR CUMULATIVE ADVERSE IMPACTS TO THE QUANTITY OR QUALITY

1 OF THE WATERS AND WATER DEPENDENT NATURAL RESOURCES AND THE  
2 APPLICABLE SOURCE WATERSHED;

3 3. THE WITHDRAWAL OR CONSUMPTIVE USE WILL BE IMPLEMENTED SO AS  
4 TO INCORPORATE ENVIRONMENTALLY SOUND AND ECONOMICALLY FEASIBLE  
5 WATER CONSERVATION MEASURES;

6 4. THE WITHDRAWAL OR CONSUMPTIVE USE WILL BE IMPLEMENTED SO AS  
7 TO ENSURE THAT IT IS IN COMPLIANCE WITH ALL APPLICABLE MUNICIPAL,  
8 STATE AND FEDERAL LAWS AS WELL AS REGIONAL INTERSTATE AND  
9 INTERNATIONAL AGREEMENTS, INCLUDING THE BOUNDARY WATERS TREATY OF  
10 1909;

11 5. THE PROPOSED USE IS REASONABLE, BASED UPON A CONSIDERATION  
12 OF THE FOLLOWING FACTORS:

13 A. WHETHER THE PROPOSED WITHDRAWAL OR CONSUMPTIVE USE IS  
14 PLANNED IN A FASHION THAT PROVIDES FOR EFFICIENT USE OF THE WATER,  
15 AND WILL AVOID OR MINIMIZE THE WASTE OF WATER;

16 B. IF THE PROPOSAL IS FOR AN INCREASED WITHDRAWAL OR  
17 CONSUMPTIVE USE, WHETHER EFFICIENT USE IS MADE OF EXISTING WATER  
18 SUPPLIES;

19 C. THE BALANCE BETWEEN ECONOMIC DEVELOPMENT, SOCIAL  
20 DEVELOPMENT AND ENVIRONMENTAL PROTECTION OF THE PROPOSED WITHDRAWAL  
21 AND USE AND OTHER EXISTING OR PLANNED WITHDRAWALS AND WATER USES  
22 SHARING THE WATER SOURCE;

23 D. THE SUPPLY POTENTIAL OF THE WATER SOURCE, CONSIDERING  
24 QUANTITY, QUALITY, AND RELIABILITY AND SAFE YIELD OF HYDROLOGICALLY  
25 INTERCONNECTED WATER SOURCES;

26 E. THE PROBABLE DEGREE AND DURATION OF ANY ADVERSE IMPACTS  
27 CAUSED OR EXPECTED TO BE CAUSED BY THE PROPOSED WITHDRAWAL AND USE

1 UNDER FORESEEABLE CONDITIONS, TO OTHER LAWFUL CONSUMPTIVE OR NON-  
2 CONSUMPTIVE USES OF WATER OR TO THE QUANTITY OR QUALITY OF THE  
3 WATERS AND WATER DEPENDENT NATURAL RESOURCES OF THE BASIN, AND THE  
4 PROPOSED PLANS AND ARRANGEMENTS FOR AVOIDANCE OR MITIGATION OF SUCH  
5 IMPACTS; AND,

6 F. IF A PROPOSAL INCLUDES RESTORATION OF HYDROLOGIC CONDITIONS  
7 AND FUNCTIONS OF THE SOURCE WATERSHED, THE PARTY MAY CONSIDER THAT.

8 SECTION 4.12. APPLICABILITY.

9 1. MINIMUM STANDARD. THIS STANDARD OF REVIEW AND DECISION  
10 SHALL BE USED AS A MINIMUM STANDARD. PARTIES MAY IMPOSE A MORE  
11 RESTRICTIVE DECISION-MAKING STANDARD FOR WITHDRAWALS UNDER THEIR  
12 AUTHORITY. IT IS ALSO ACKNOWLEDGED THAT ALTHOUGH A PROPOSAL MEETS  
13 THE STANDARD OF REVIEW AND DECISION IT MAY NOT BE APPROVED UNDER  
14 THE LAWS OF THE ORIGINATING PARTY THAT HAS IMPLEMENTED MORE  
15 RESTRICTIVE MEASURES.

16 2. BASELINE.

17 A. TO ESTABLISH A BASELINE FOR DETERMINING A NEW OR INCREASED  
18 DIVERSION, CONSUMPTIVE USE OR WITHDRAWAL, EACH PARTY SHALL DEVELOP  
19 EITHER OR BOTH OF THE FOLLOWING LISTS FOR THEIR JURISDICTION:

20 i. A LIST OF EXISTING WITHDRAWAL APPROVALS AS OF THE EFFECTIVE  
21 DATE OF THE COMPACT;

22 ii. A LIST OF THE CAPACITY OF EXISTING SYSTEMS AS OF THE  
23 EFFECTIVE DATE OF THIS COMPACT. THE CAPACITY OF THE EXISTING  
24 SYSTEMS SHOULD BE PRESENTED IN TERMS OF WITHDRAWAL CAPACITY,  
25 TREATMENT CAPACITY, DISTRIBUTION CAPACITY, OR OTHER CAPACITY  
26 LIMITING FACTORS. THE CAPACITY OF THE EXISTING SYSTEMS MUST  
27 REPRESENT THE STATE OF THE SYSTEMS. EXISTING CAPACITY

1 DETERMINATIONS SHALL BE BASED UPON APPROVAL LIMITS OR THE MOST  
2 RESTRICTIVE CAPACITY INFORMATION.

3 B. FOR ALL PURPOSES OF THIS COMPACT, VOLUMES OF DIVERSIONS,  
4 CONSUMPTIVE USES, OR WITHDRAWALS OF WATER SET FORTH IN THE LIST(S)  
5 PREPARED BY EACH PARTY IN ACCORDANCE WITH THIS SECTION, SHALL  
6 CONSTITUTE THE BASELINE VOLUME.

7 C. THE LIST(S) SHALL BE FURNISHED TO THE REGIONAL BODY AND THE  
8 COUNCIL WITHIN ONE YEAR OF THE EFFECTIVE DATE OF THIS COMPACT.

9 3. TIMING OF ADDITIONAL APPLICATIONS. APPLICATIONS FOR NEW OR  
10 INCREASED WITHDRAWALS, CONSUMPTIVE USES OR EXCEPTIONS SHALL BE  
11 CONSIDERED CUMULATIVELY WITHIN TEN YEARS OF ANY APPLICATION.

12 4. CHANGE OF OWNERSHIP. UNLESS A NEW OWNER PROPOSES A PROJECT  
13 THAT SHALL RESULT IN A PROPOSAL FOR A NEW OR INCREASED DIVERSION OR  
14 CONSUMPTIVE USE SUBJECT TO REGIONAL REVIEW OR COUNCIL APPROVAL, THE  
15 CHANGE OF OWNERSHIP IN AND OF ITSELF SHALL NOT REQUIRE REGIONAL  
16 REVIEW OR COUNCIL APPROVAL.

17 5. GROUNDWATER. THE BASIN SURFACE WATER DIVIDE SHALL BE USED  
18 FOR THE PURPOSE OF MANAGING AND REGULATING NEW OR INCREASED  
19 DIVERSIONS, CONSUMPTIVE USES OR WITHDRAWALS OF SURFACE WATER AND  
20 GROUNDWATER.

21 6. WITHDRAWAL SYSTEMS. THE TOTAL VOLUME OF SURFACE WATER AND  
22 GROUNDWATER RESOURCES THAT SUPPLY A COMMON DISTRIBUTION SYSTEM  
23 SHALL DETERMINE THE VOLUME OF A WITHDRAWAL, CONSUMPTIVE USE OR  
24 DIVERSION.

25 7. CONNECTING CHANNELS. THE WATERSHED OF EACH GREAT LAKE SHALL  
26 INCLUDE ITS UPSTREAM AND DOWNSTREAM CONNECTING CHANNELS.

27 8. TRANSMISSION IN WATER LINES. TRANSMISSION OF WATER WITHIN A

1 LINE THAT EXTENDS OUTSIDE THE BASIN AS IT CONVEYS WATER FROM ONE  
2 POINT TO ANOTHER WITHIN THE BASIN SHALL NOT BE CONSIDERED A  
3 DIVERSION IF NONE OF THE WATER IS USED OUTSIDE THE BASIN.

4 9. HYDROLOGIC UNITS. THE LAKE MICHIGAN AND LAKE HURON  
5 WATERSHEDS SHALL BE CONSIDERED TO BE A SINGLE HYDROLOGIC UNIT AND  
6 WATERSHED.

7 10. BULK WATER TRANSFER. A PROPOSAL TO WITHDRAW WATER AND TO  
8 REMOVE IT FROM THE BASIN IN ANY CONTAINER GREATER THAN 5.7 GALLONS  
9 SHALL BE TREATED UNDER THIS COMPACT IN THE SAME MANNER AS A  
10 PROPOSAL FOR A DIVERSION. EACH PARTY SHALL HAVE THE DISCRETION,  
11 WITHIN ITS JURISDICTION, TO DETERMINE THE TREATMENT OF PROPOSALS TO  
12 WITHDRAW WATER AND TO REMOVE IT FROM THE BASIN IN ANY CONTAINER OF  
13 5.7 GALLONS OR LESS.

14 SECTION 4.13. EXEMPTIONS.

15 WITHDRAWALS FROM THE BASIN FOR THE FOLLOWING PURPOSES ARE  
16 EXEMPT FROM THE REQUIREMENTS OF ARTICLE 4.

17 1. TO SUPPLY VEHICLES, INCLUDING VESSELS AND AIRCRAFT, WHETHER  
18 FOR THE NEEDS OF THE PERSONS OR ANIMALS BEING TRANSPORTED OR FOR  
19 BALLAST OR OTHER NEEDS RELATED TO THE OPERATION OF THE VEHICLES.

20 2. TO USE IN A NON-COMMERCIAL PROJECT ON A SHORT-TERM BASIS  
21 FOR FIREFIGHTING, HUMANITARIAN, OR EMERGENCY RESPONSE PURPOSES.

22 SECTION 4.14. U.S. SUPREME COURT DECREE: WISCONSIN ET AL. V.  
23 ILLINOIS ET AL.

24 1. NOTWITHSTANDING ANY TERMS OF THIS COMPACT TO THE CONTRARY,  
25 WITH THE EXCEPTION OF PARAGRAPH 5 OF THIS SECTION, CURRENT, NEW OR  
26 INCREASED WITHDRAWALS, CONSUMPTIVE USES AND DIVERSIONS OF BASIN  
27 WATER BY THE STATE OF ILLINOIS SHALL BE GOVERNED BY THE TERMS OF

1 THE UNITED STATES SUPREME COURT DECREE IN WISCONSIN ET AL. V.  
2 ILLINOIS ET AL. AND SHALL NOT BE SUBJECT TO THE TERMS OF THIS  
3 COMPACT NOR ANY RULES OR REGULATIONS PROMULGATED PURSUANT TO THIS  
4 COMPACT. THIS MEANS THAT, WITH THE EXCEPTION OF PARAGRAPH 5 OF THIS  
5 SECTION, FOR PURPOSES OF THIS COMPACT, CURRENT, NEW OR INCREASED  
6 WITHDRAWALS, CONSUMPTIVE USES AND DIVERSIONS OF BASIN WATER WITHIN  
7 THE STATE OF ILLINOIS SHALL BE ALLOWED UNLESS PROHIBITED BY THE  
8 TERMS OF THE UNITED STATES SUPREME COURT DECREE IN WISCONSIN ET AL.  
9 V. ILLINOIS ET AL.

10 2. THE PARTIES ACKNOWLEDGE THAT THE UNITED STATES SUPREME  
11 COURT DECREE IN WISCONSIN ET AL. V. ILLINOIS ET AL. SHALL CONTINUE  
12 IN FULL FORCE AND EFFECT, THAT THIS COMPACT SHALL NOT MODIFY ANY  
13 TERMS THEREOF, AND THAT THIS COMPACT SHALL GRANT THE PARTIES NO  
14 ADDITIONAL RIGHTS, OBLIGATIONS, REMEDIES OR DEFENSES THERETO. THE  
15 PARTIES SPECIFICALLY ACKNOWLEDGE THAT THIS COMPACT SHALL NOT  
16 PROHIBIT OR LIMIT THE STATE OF ILLINOIS IN ANY MANNER FROM SEEKING  
17 ADDITIONAL BASIN WATER AS ALLOWED UNDER THE TERMS OF THE UNITED  
18 STATES SUPREME COURT DECREE IN WISCONSIN ET AL. V. ILLINOIS ET AL.,  
19 ANY OTHER PARTY FROM OBJECTING TO ANY REQUEST BY THE STATE OF  
20 ILLINOIS FOR ADDITIONAL BASIN WATER UNDER THE TERMS OF SAID DECREE,  
21 OR ANY PARTY FROM SEEKING ANY OTHER TYPE OF MODIFICATION TO SAID  
22 DECREE. IF AN APPLICATION IS MADE BY ANY PARTY TO THE SUPREME COURT  
23 OF THE UNITED STATES TO MODIFY SAID DECREE, THE PARTIES TO THIS  
24 COMPACT WHO ARE ALSO PARTIES TO THE DECREE SHALL SEEK FORMAL INPUT  
25 FROM THE CANADIAN PROVINCES OF ONTARIO AND QUÉBEC, WITH RESPECT TO  
26 THE PROPOSED MODIFICATION, USE BEST EFFORTS TO FACILITATE THE  
27 APPROPRIATE PARTICIPATION OF SAID PROVINCES IN THE PROCEEDINGS TO

1 MODIFY THE DECREE, AND SHALL NOT UNREASONABLY IMPEDE OR RESTRICT  
2 SUCH PARTICIPATION.

3 3. WITH THE EXCEPTION OF PARAGRAPH 5 OF THIS SECTION, BECAUSE  
4 CURRENT, NEW OR INCREASED WITHDRAWALS, CONSUMPTIVE USES AND  
5 DIVERSIONS OF BASIN WATER BY THE STATE OF ILLINOIS ARE NOT SUBJECT  
6 TO THE TERMS OF THIS COMPACT, THE STATE OF ILLINOIS IS PROHIBITED  
7 FROM USING ANY TERM OF THIS COMPACT, INCLUDING SECTION 4.9, TO SEEK  
8 NEW OR INCREASED WITHDRAWALS, CONSUMPTIVE USES OR DIVERSIONS OF  
9 BASIN WATER.

10 4. WITH THE EXCEPTION OF PARAGRAPH 5 OF THIS SECTION, BECAUSE  
11 SECTIONS 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11, 4.12  
12 (PARAGRAPHS 1, 2, 3, 4, 6 AND 10 ONLY), AND 4.13 OF THIS COMPACT  
13 ALL RELATE TO CURRENT, NEW OR INCREASED WITHDRAWALS, CONSUMPTIVE  
14 USES AND DIVERSIONS OF BASIN WATERS, SAID PROVISIONS DO NOT APPLY  
15 TO THE STATE OF ILLINOIS. ALL OTHER PROVISIONS OF THIS COMPACT NOT  
16 LISTED IN THE PRECEDING SENTENCE SHALL APPLY TO THE STATE OF  
17 ILLINOIS, INCLUDING THE WATER CONSERVATION PROGRAMS PROVISION OF  
18 SECTION 4.2.

19 5. IN THE EVENT OF A PROPOSAL FOR A DIVERSION OF BASIN WATER  
20 FOR USE OUTSIDE THE TERRITORIAL BOUNDARIES OF THE PARTIES TO THIS  
21 COMPACT, DECISIONS BY THE STATE OF ILLINOIS REGARDING SUCH A  
22 PROPOSAL WOULD BE SUBJECT TO ALL TERMS OF THIS COMPACT, EXCEPT  
23 PARAGRAPHS 1, 3 AND 4 OF THIS SECTION.

24 6. FOR PURPOSES OF THE STATE OF ILLINOIS' PARTICIPATION IN  
25 THIS COMPACT, THE ENTIRETY OF THIS SECTION 4.14 IS NECESSARY FOR  
26 THE CONTINUED IMPLEMENTATION OF THIS COMPACT AND, IF SEVERED, THIS  
27 COMPACT SHALL NO LONGER BE BINDING ON OR ENFORCEABLE BY OR AGAINST



1 THE STATE OF ILLINOIS.

2 SECTION 4.15. ASSESSMENT OF CUMULATIVE IMPACTS.

3 1. THE PARTIES IN COOPERATION WITH THE PROVINCES SHALL  
4 COLLECTIVELY CONDUCT WITHIN THE BASIN, ON A LAKE WATERSHED AND ST.  
5 LAWRENCE RIVER BASIN BASIS, A PERIODIC ASSESSMENT OF THE CUMULATIVE  
6 IMPACTS OF WITHDRAWALS, DIVERSIONS AND CONSUMPTIVE USES FROM THE  
7 WATERS OF THE BASIN, EVERY 5 YEARS OR EACH TIME THE INCREMENTAL  
8 BASIN WATER LOSSES REACH 50 MILLION GALLONS PER DAY AVERAGE IN ANY  
9 90-DAY PERIOD IN EXCESS OF THE QUANTITY AT THE TIME OF THE MOST  
10 RECENT ASSESSMENT, WHICHEVER COMES FIRST, OR AT THE REQUEST OF ONE  
11 OR MORE OF THE PARTIES. THE ASSESSMENT SHALL FORM THE BASIS FOR A  
12 REVIEW OF THE STANDARD OF REVIEW AND DECISION, COUNCIL AND PARTY  
13 REGULATIONS AND THEIR APPLICATION. THIS ASSESSMENT SHALL:

14 A. UTILIZE THE MOST CURRENT AND APPROPRIATE GUIDELINES FOR  
15 SUCH A REVIEW, WHICH MAY INCLUDE BUT NOT BE LIMITED TO COUNCIL ON  
16 ENVIRONMENTAL QUALITY AND ENVIRONMENT CANADA GUIDELINES;

17 B. GIVE SUBSTANTIVE CONSIDERATION TO CLIMATE CHANGE OR OTHER  
18 SIGNIFICANT THREATS TO BASIN WATERS AND TAKE INTO ACCOUNT THE  
19 CURRENT STATE OF SCIENTIFIC KNOWLEDGE, OR UNCERTAINTY, AND  
20 APPROPRIATE MEASURES TO EXERCISE CAUTION IN CASES OF UNCERTAINTY IF  
21 SERIOUS DAMAGE MAY RESULT;

22 C. CONSIDER ADAPTIVE MANAGEMENT PRINCIPLES AND APPROACHES,  
23 RECOGNIZING, CONSIDERING AND PROVIDING ADJUSTMENTS FOR THE  
24 UNCERTAINTIES IN, AND EVOLUTION OF SCIENCE CONCERNING THE BASIN'S  
25 WATER RESOURCES, WATERSHEDS AND ECOSYSTEMS, INCLUDING POTENTIAL  
26 CHANGES TO BASIN-WIDE PROCESSES, SUCH AS LAKE LEVEL CYCLES AND  
27 CLIMATE.

1           2. THE PARTIES HAVE THE RESPONSIBILITY OF CONDUCTING THIS  
2 CUMULATIVE IMPACT ASSESSMENT. APPLICANTS ARE NOT REQUIRED TO  
3 PARTICIPATE IN THIS ASSESSMENT.

4           3. UNLESS REQUIRED BY OTHER STATUTES, APPLICANTS ARE NOT  
5 REQUIRED TO CONDUCT A SEPARATE CUMULATIVE IMPACT ASSESSMENT IN  
6 CONNECTION WITH AN APPLICATION BUT SHALL SUBMIT INFORMATION ABOUT  
7 THE POTENTIAL IMPACTS OF A PROPOSAL TO THE QUANTITY OR QUALITY OF  
8 THE WATERS AND WATER DEPENDENT NATURAL RESOURCES OF THE APPLICABLE  
9 SOURCE WATERSHED. AN APPLICANT MAY, HOWEVER, PROVIDE AN ANALYSIS OF  
10 HOW THEIR PROPOSAL MEETS THE NO SIGNIFICANT ADVERSE CUMULATIVE  
11 IMPACT PROVISION OF THE STANDARD OF REVIEW AND DECISION.

## 12                                   ARTICLE 5

### 13                                   TRIBAL CONSULTATION

#### 14           SECTION 5.1. CONSULTATION WITH TRIBES

15           1. IN ADDITION TO ALL OTHER OPPORTUNITIES TO COMMENT PURSUANT  
16 TO SECTION 6.2, APPROPRIATE CONSULTATIONS SHALL OCCUR WITH  
17 FEDERALLY RECOGNIZED TRIBES IN THE ORIGINATING PARTY FOR  
18 ALL PROPOSALS SUBJECT TO COUNCIL OR REGIONAL REVIEW PURSUANT TO  
19 THIS COMPACT. SUCH CONSULTATIONS SHALL BE ORGANIZED IN THE MANNER  
20 SUITABLE TO THE INDIVIDUAL PROPOSAL AND THE LAWS AND POLICIES OF  
21 THE ORIGINATING PARTY.

22           2. ALL FEDERALLY RECOGNIZED TRIBES WITHIN THE BASIN SHALL  
23 RECEIVE REASONABLE NOTICE INDICATING THAT THEY HAVE AN OPPORTUNITY  
24 TO COMMENT IN WRITING TO THE COUNCIL OR THE REGIONAL BODY, OR BOTH,  
25 AND OTHER RELEVANT ORGANIZATIONS ON WHETHER THE PROPOSAL MEETS THE  
26 REQUIREMENTS OF THE STANDARD OF REVIEW AND DECISION WHEN A PROPOSAL  
27 IS SUBJECT TO REGIONAL REVIEW OR COUNCIL APPROVAL. ANY NOTICE FROM

1 THE COUNCIL SHALL INFORM THE TRIBES OF ANY MEETING OR HEARING THAT  
2 IS TO BE HELD UNDER SECTION 6.2 AND INVITE THEM TO ATTEND. THE  
3 PARTIES AND THE COUNCIL SHALL CONSIDER THE COMMENTS RECEIVED UNDER  
4 THIS SECTION BEFORE APPROVING, APPROVING WITH MODIFICATIONS OR  
5 DISAPPROVING ANY PROPOSAL SUBJECT TO COUNCIL OR REGIONAL REVIEW.

6 3. IN ADDITION TO THE SPECIFIC CONSULTATION MECHANISMS  
7 DESCRIBED ABOVE, THE COUNCIL SHALL SEEK TO ESTABLISH MUTUALLY  
8 AGREED UPON MECHANISMS OR PROCESSES TO FACILITATE DIALOGUE WITH,  
9 AND INPUT FROM FEDERALLY RECOGNIZED TRIBES ON MATTERS TO BE DEALT  
10 WITH BY THE COUNCIL; AND, THE COUNCIL SHALL SEEK TO ESTABLISH  
11 MECHANISMS AND PROCESSES WITH FEDERALLY RECOGNIZED TRIBES DESIGNED  
12 TO FACILITATE ON-GOING SCIENTIFIC AND TECHNICAL INTERACTION AND  
13 DATA EXCHANGE REGARDING MATTERS FALLING WITHIN THE SCOPE OF THIS  
14 COMPACT. THIS MAY INCLUDE PARTICIPATION OF TRIBAL REPRESENTATIVES  
15 ON ADVISORY COMMITTEES ESTABLISHED UNDER THIS COMPACT OR SUCH OTHER  
16 PROCESSES THAT ARE MUTUALLY-AGREED UPON WITH FEDERALLY RECOGNIZED  
17 TRIBES INDIVIDUALLY OR THROUGH DULY-AUTHORIZED INTERTRIBAL AGENCIES  
18 OR BODIES.

## 19 ARTICLE 6

### 20 PUBLIC PARTICIPATION

#### 21 SECTION 6.1. MEETINGS, PUBLIC HEARINGS AND RECORDS.

22 1. THE PARTIES RECOGNIZE THE IMPORTANCE AND NECESSITY OF  
23 PUBLIC PARTICIPATION IN PROMOTING MANAGEMENT OF THE WATER RESOURCES  
24 OF THE BASIN. CONSEQUENTLY, ALL MEETINGS OF THE COUNCIL SHALL BE  
25 OPEN TO THE PUBLIC, EXCEPT WITH RESPECT TO ISSUES OF PERSONNEL.

26 2. THE MINUTES OF THE COUNCIL SHALL BE A PUBLIC RECORD OPEN TO  
27 INSPECTION AT ITS OFFICES DURING REGULAR BUSINESS HOURS.

1           SECTION 6.2. PUBLIC PARTICIPATION.

2           IT IS THE INTENT OF THE COUNCIL TO CONDUCT PUBLIC  
3 PARTICIPATION PROCESSES CONCURRENTLY AND JOINTLY WITH PROCESSES  
4 UNDERTAKEN BY THE PARTIES AND THROUGH REGIONAL REVIEW. TO ENSURE  
5 ADEQUATE PUBLIC PARTICIPATION, EACH PARTY OR THE COUNCIL SHALL  
6 ENSURE PROCEDURES FOR THE REVIEW OF PROPOSALS SUBJECT TO THE  
7 STANDARD OF REVIEW AND DECISION CONSISTENT WITH THE FOLLOWING  
8 REQUIREMENTS:

9           1. PROVIDE PUBLIC NOTIFICATION OF RECEIPT OF ALL APPLICATIONS  
10 AND A REASONABLE OPPORTUNITY FOR THE PUBLIC TO SUBMIT COMMENTS  
11 BEFORE APPLICATIONS ARE ACTED UPON.

12           2. ASSURE PUBLIC ACCESSIBILITY TO ALL DOCUMENTS RELEVANT TO AN  
13 APPLICATION, INCLUDING PUBLIC COMMENT RECEIVED.

14           3. PROVIDE GUIDANCE ON STANDARDS FOR DETERMINING WHETHER TO  
15 CONDUCT A PUBLIC MEETING OR HEARING FOR AN APPLICATION, TIME AND  
16 PLACE OF SUCH A MEETING(S) OR HEARING(S), AND PROCEDURES FOR  
17 CONDUCTING OF THE SAME.

18           4. PROVIDE THE RECORD OF DECISION FOR PUBLIC INSPECTION  
19 INCLUDING COMMENTS, OBJECTIONS, RESPONSES AND APPROVALS, APPROVALS  
20 WITH CONDITIONS AND DISAPPROVALS.

21                           ARTICLE 7

22                                   DISPUTE RESOLUTION AND ENFORCEMENT

23           SECTION 7.1. GOOD FAITH IMPLEMENTATION.

24           EACH OF THE PARTIES PLEDGES TO SUPPORT IMPLEMENTATION OF ALL  
25 PROVISIONS OF THIS COMPACT, AND COVENANTS THAT ITS OFFICERS AND  
26 AGENCIES SHALL NOT HINDER, IMPAIR, OR PREVENT ANY OTHER PARTY  
27 CARRYING OUT ANY PROVISION OF THIS COMPACT.

1           SECTION 7.2. ALTERNATIVE DISPUTE RESOLUTION.

2           1. DESIRING THAT THIS COMPACT BE CARRIED OUT IN FULL, THE  
3 PARTIES AGREE THAT DISPUTES BETWEEN THE PARTIES REGARDING  
4 INTERPRETATION, APPLICATION AND IMPLEMENTATION OF THIS COMPACT  
5 SHALL BE SETTLED BY ALTERNATIVE DISPUTE RESOLUTION.

6           2. THE COUNCIL, IN CONSULTATION WITH THE PROVINCES, SHALL  
7 PROVIDE BY RULE PROCEDURES FOR THE RESOLUTION OF DISPUTES PURSUANT  
8 TO THIS SECTION.

9           SECTION 7.3. ENFORCEMENT.

10          1. ANY PERSON AGGRIEVED BY ANY ACTION TAKEN BY THE COUNCIL  
11 PURSUANT TO THE AUTHORITIES CONTAINED IN THIS COMPACT SHALL BE  
12 ENTITLED TO A HEARING BEFORE THE COUNCIL. ANY PERSON AGGRIEVED BY A  
13 PARTY ACTION SHALL BE ENTITLED TO A HEARING PURSUANT TO THE  
14 RELEVANT PARTY'S ADMINISTRATIVE PROCEDURES AND LAWS. AFTER  
15 EXHAUSTION OF SUCH ADMINISTRATIVE REMEDIES, (i) ANY AGGRIEVED PERSON  
16 SHALL HAVE THE RIGHT TO JUDICIAL REVIEW OF A COUNCIL ACTION IN THE  
17 UNITED STATES DISTRICT COURTS FOR THE DISTRICT OF COLUMBIA OR THE  
18 DISTRICT COURT IN WHICH THE COUNCIL MAINTAINS OFFICES, PROVIDED  
19 SUCH ACTION IS COMMENCED WITHIN 90 DAYS; AND, (ii) ANY AGGRIEVED  
20 PERSON SHALL HAVE THE RIGHT TO JUDICIAL REVIEW OF A PARTY'S ACTION  
21 IN THE RELEVANT PARTY'S COURT OF COMPETENT JURISDICTION, PROVIDED  
22 THAT AN ACTION OR PROCEEDING FOR SUCH REVIEW IS COMMENCED WITHIN  
23 THE TIME FRAMES PROVIDED FOR BY THE PARTY'S LAW. FOR THE PURPOSES  
24 OF THIS PARAGRAPH, A STATE OR PROVINCE IS DEEMED TO BE AN AGGRIEVED  
25 PERSON WITH RESPECT TO ANY PARTY ACTION PURSUANT TO THIS COMPACT.

26          2. A. ANY PARTY OR THE COUNCIL MAY INITIATE ACTIONS TO COMPEL  
27 COMPLIANCE WITH THE PROVISIONS OF THIS COMPACT, AND THE RULES AND

1 REGULATIONS PROMULGATED HEREUNDER BY THE COUNCIL. JURISDICTION OVER  
2 SUCH ACTIONS IS GRANTED TO THE COURT OF THE RELEVANT PARTY, AS WELL  
3 AS THE UNITED STATES DISTRICT COURTS FOR THE DISTRICT OF COLUMBIA  
4 AND THE DISTRICT COURT IN WHICH THE COUNCIL MAINTAINS OFFICES. THE  
5 REMEDIES AVAILABLE TO ANY SUCH COURT SHALL INCLUDE, BUT NOT BE  
6 LIMITED TO, EQUITABLE RELIEF AND CIVIL PENALTIES.

7 B. EACH PARTY MAY ISSUE ORDERS WITHIN ITS RESPECTIVE  
8 JURISDICTION AND MAY INITIATE ACTIONS TO COMPEL COMPLIANCE WITH THE  
9 PROVISIONS OF ITS RESPECTIVE STATUTES AND REGULATIONS ADOPTED TO  
10 IMPLEMENT THE AUTHORITIES CONTEMPLATED BY THIS COMPACT IN  
11 ACCORDANCE WITH THE PROVISIONS OF THE LAWS ADOPTED IN EACH PARTY'S  
12 JURISDICTION.

13 3. ANY AGGRIEVED PERSON, PARTY OR THE COUNCIL MAY COMMENCE A  
14 CIVIL ACTION IN THE RELEVANT PARTY'S COURTS AND ADMINISTRATIVE  
15 SYSTEMS TO COMPEL ANY PERSON TO COMPLY WITH THIS COMPACT SHOULD ANY  
16 SUCH PERSON, WITHOUT APPROVAL HAVING BEEN GIVEN, UNDERTAKE A NEW OR  
17 INCREASED WITHDRAWAL, CONSUMPTIVE USE OR DIVERSION THAT IS  
18 PROHIBITED OR SUBJECT TO APPROVAL PURSUANT TO THIS COMPACT.

19 A. NO ACTION UNDER THIS SUBSECTION MAY BE COMMENCED IF:

20 i. THE ORIGINATING PARTY OR COUNCIL APPROVAL FOR THE NEW OR  
21 INCREASED WITHDRAWAL, CONSUMPTIVE USE OR DIVERSION HAS BEEN  
22 GRANTED; OR,

23 ii. THE ORIGINATING PARTY OR COUNCIL HAS FOUND THAT THE NEW OR  
24 INCREASED WITHDRAWAL, CONSUMPTIVE USE OR DIVERSION IS NOT SUBJECT  
25 TO APPROVAL PURSUANT TO THIS COMPACT.

26 B. NO ACTION UNDER THIS SUBSECTION MAY BE COMMENCED UNLESS:

27 i. A PERSON COMMENCING SUCH ACTION HAS FIRST GIVEN 60 DAYS

1 PRIOR NOTICE TO THE ORIGINATING PARTY, THE COUNCIL AND PERSON  
2 ALLEGED TO BE IN NONCOMPLIANCE; AND,

3 *ii.* NEITHER THE ORIGINATING PARTY NOR THE COUNCIL HAS COMMENCED  
4 AND IS DILIGENTLY PROSECUTING APPROPRIATE ENFORCEMENT ACTIONS TO  
5 COMPEL COMPLIANCE WITH THIS COMPACT.

6 THE AVAILABLE REMEDIES SHALL INCLUDE EQUITABLE RELIEF, AND THE  
7 PREVAILING OR SUBSTANTIALLY PREVAILING PARTY MAY RECOVER THE COSTS  
8 OF LITIGATION, INCLUDING REASONABLE ATTORNEY AND EXPERT WITNESS  
9 FEES, WHENEVER THE COURT DETERMINES THAT SUCH AN AWARD IS  
10 APPROPRIATE.

11 4. EACH OF THE PARTIES MAY ADOPT PROVISIONS PROVIDING  
12 ADDITIONAL ENFORCEMENT MECHANISMS AND REMEDIES INCLUDING EQUITABLE  
13 RELIEF AND CIVIL PENALTIES APPLICABLE WITHIN ITS JURISDICTION TO  
14 ASSIST IN THE IMPLEMENTATION OF THIS COMPACT.

15 ARTICLE 8

16 ADDITIONAL PROVISIONS

17 SECTION 8.1. EFFECT ON EXISTING RIGHTS.

18 1. NOTHING IN THIS COMPACT SHALL BE CONSTRUED TO AFFECT,  
19 LIMIT, DIMINISH OR IMPAIR ANY RIGHTS VALIDLY ESTABLISHED AND  
20 EXISTING AS OF THE EFFECTIVE DATE OF THIS COMPACT UNDER STATE OR  
21 FEDERAL LAW GOVERNING THE WITHDRAWAL OF WATERS OF THE BASIN.

22 2. NOTHING CONTAINED IN THIS COMPACT SHALL BE CONSTRUED AS  
23 AFFECTING OR INTENDING TO AFFECT OR IN ANY WAY TO INTERFERE WITH  
24 THE LAW OF THE RESPECTIVE PARTIES RELATING TO COMMON LAW WATER  
25 RIGHTS.

26 3. NOTHING IN THIS COMPACT IS INTENDED TO ABROGATE OR DEROGATE  
27 FROM TREATY RIGHTS OR RIGHTS HELD BY ANY TRIBE RECOGNIZED BY THE

1 FEDERAL GOVERNMENT OF THE UNITED STATES BASED UPON ITS STATUS AS A  
2 TRIBE RECOGNIZED BY THE FEDERAL GOVERNMENT OF THE UNITED STATES.

3 4. AN APPROVAL BY A PARTY OR THE COUNCIL UNDER THIS COMPACT  
4 DOES NOT GIVE ANY PROPERTY RIGHTS, NOR ANY EXCLUSIVE PRIVILEGES,  
5 NOR SHALL IT BE CONSTRUED TO GRANT OR CONFER ANY RIGHT, TITLE,  
6 EASEMENT, OR INTEREST IN, TO OR OVER ANY LAND BELONGING TO OR HELD  
7 IN TRUST BY A PARTY; NEITHER DOES IT AUTHORIZE ANY INJURY TO  
8 PRIVATE PROPERTY OR INVASION OF PRIVATE RIGHTS, NOR INFRINGEMENT OF  
9 FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS; NOR DOES IT OBVIATE  
10 THE NECESSITY OF OBTAINING FEDERAL ASSENT WHEN NECESSARY.

11 SECTION 8.2. RELATIONSHIP TO AGREEMENTS CONCLUDED BY THE  
12 UNITED STATES OF AMERICA.

13 1. NOTHING IN THIS COMPACT IS INTENDED TO PROVIDE NOR SHALL BE  
14 CONSTRUED TO PROVIDE, DIRECTLY OR INDIRECTLY, TO ANY PERSON ANY  
15 RIGHT, CLAIM OR REMEDY UNDER ANY TREATY OR INTERNATIONAL AGREEMENT  
16 NOR IS IT INTENDED TO DEROGATE ANY RIGHT, CLAIM, OR REMEDY THAT  
17 ALREADY EXISTS UNDER ANY TREATY OR INTERNATIONAL AGREEMENT.

18 2. NOTHING IN THIS COMPACT IS INTENDED TO INFRINGE NOR SHALL  
19 BE CONSTRUED TO INFRINGE UPON THE TREATY POWER OF THE UNITED STATES  
20 OF AMERICA, NOR SHALL ANY TERM HEREOF BE CONSTRUED TO ALTER OR  
21 AMEND ANY TREATY OR TERM THEREOF THAT HAS BEEN OR MAY HEREAFTER BE  
22 EXECUTED BY THE UNITED STATES OF AMERICA.

23 3. NOTHING IN THIS COMPACT IS INTENDED TO AFFECT NOR SHALL BE  
24 CONSTRUED TO AFFECT THE APPLICATION OF THE BOUNDARY WATERS TREATY  
25 OF 1909 WHOSE REQUIREMENTS CONTINUE TO APPLY IN ADDITION TO THE  
26 REQUIREMENTS OF THIS COMPACT.

27 SECTION 8.3. CONFIDENTIALITY.



1           1. NOTHING IN THIS COMPACT REQUIRES A PARTY TO BREACH  
2   CONFIDENTIALITY OBLIGATIONS OR REQUIREMENTS PROHIBITING DISCLOSURE,  
3   OR TO COMPROMISE SECURITY OF COMMERCIALLY SENSITIVE OR PROPRIETARY  
4   INFORMATION.

5           2. A PARTY MAY TAKE MEASURES, INCLUDING BUT NOT LIMITED TO  
6   DELETION AND REDACTION, DEEMED NECESSARY TO PROTECT ANY  
7   CONFIDENTIAL, PROPRIETARY OR COMMERCIALLY SENSITIVE INFORMATION  
8   WHEN DISTRIBUTING INFORMATION TO OTHER PARTIES. THE PARTY SHALL  
9   SUMMARIZE OR PARAPHRASE ANY SUCH INFORMATION IN A MANNER SUFFICIENT  
10  FOR THE COUNCIL TO EXERCISE ITS AUTHORITIES CONTAINED IN THIS  
11  COMPACT.

12           SECTION 8.4. ADDITIONAL LAWS.

13           NOTHING IN THIS COMPACT SHALL BE CONSTRUED TO REPEAL, MODIFY  
14  OR QUALIFY THE AUTHORITY OF ANY PARTY TO ENACT ANY LEGISLATION OR  
15  ENFORCE ANY ADDITIONAL CONDITIONS AND RESTRICTIONS REGARDING THE  
16  MANAGEMENT AND REGULATION OF WATERS WITHIN ITS JURISDICTION.

17           SECTION 8.5. AMENDMENTS AND SUPPLEMENTS.

18           THE PROVISIONS OF THIS COMPACT SHALL REMAIN IN FULL FORCE AND  
19  EFFECT UNTIL AMENDED BY ACTION OF THE GOVERNING BODIES OF THE  
20  PARTIES AND CONSENTED TO AND APPROVED BY ANY OTHER NECESSARY  
21  AUTHORITY IN THE SAME MANNER AS THIS COMPACT IS REQUIRED TO BE  
22  RATIFIED TO BECOME EFFECTIVE.

23           SECTION 8.6. SEVERABILITY.

24           SHOULD A COURT OF COMPETENT JURISDICTION HOLD ANY PART OF THIS  
25  COMPACT TO BE VOID OR UNENFORCEABLE, IT SHALL BE CONSIDERED  
26  SEVERABLE FROM THOSE PORTIONS OF THE COMPACT CAPABLE OF CONTINUED  
27  IMPLEMENTATION IN THE ABSENCE OF THE VOIDED PROVISIONS. ALL OTHER

1 PROVISIONS CAPABLE OF CONTINUED IMPLEMENTATION SHALL CONTINUE IN  
2 FULL FORCE AND EFFECT.

3 SECTION 8.7. DURATION OF COMPACT AND TERMINATION.

4 ONCE EFFECTIVE, THE COMPACT SHALL CONTINUE IN FORCE AND REMAIN  
5 BINDING UPON EACH AND EVERY PARTY UNLESS TERMINATED.

6 THIS COMPACT MAY BE TERMINATED AT ANY TIME BY A MAJORITY VOTE  
7 OF THE PARTIES. IN THE EVENT OF SUCH TERMINATION, ALL RIGHTS  
8 ESTABLISHED UNDER IT SHALL CONTINUE UNIMPAIRED.

9 ARTICLE 9

10 EFFECTUATION

11 SECTION 9.1. REPEALER.

12 ALL ACTS AND PARTS OF ACTS INCONSISTENT WITH THIS ACT ARE TO  
13 THE EXTENT OF SUCH INCONSISTENCY HEREBY REPEALED.

14 SECTION 9.2. EFFECTUATION BY CHIEF EXECUTIVE.

15 THE GOVERNOR IS AUTHORIZED TO TAKE SUCH ACTION AS MAY BE  
16 NECESSARY AND PROPER IN HIS OR HER DISCRETION TO EFFECTUATE THE  
17 COMPACT AND THE INITIAL ORGANIZATION AND OPERATION THEREUNDER.

18 SECTION 9.3. ENTIRE AGREEMENT.

19 THE PARTIES CONSIDER THIS COMPACT TO BE COMPLETE AND AN  
20 INTEGRAL WHOLE. EACH PROVISION OF THIS COMPACT IS CONSIDERED  
21 MATERIAL TO THE ENTIRE COMPACT, AND FAILURE TO IMPLEMENT OR ADHERE  
22 TO ANY PROVISION MAY BE CONSIDERED A MATERIAL BREACH. UNLESS  
23 OTHERWISE NOTED IN THIS COMPACT, ANY CHANGE OR AMENDMENT MADE TO  
24 THE COMPACT BY ANY PARTY IN ITS IMPLEMENTING LEGISLATION OR BY THE  
25 U.S. CONGRESS WHEN GIVING ITS CONSENT TO THIS COMPACT IS NOT  
26 CONSIDERED EFFECTIVE UNLESS CONCURRED IN BY ALL PARTIES.

27 SECTION 9.4. EFFECTIVE DATE AND EXECUTION.

1        THIS COMPACT SHALL BECOME BINDING AND EFFECTIVE WHEN RATIFIED  
 2 THROUGH CONCURRING LEGISLATION BY THE STATES OF ILLINOIS, INDIANA,  
 3 MICHIGAN, MINNESOTA, NEW YORK, OHIO AND WISCONSIN AND THE  
 4 COMMONWEALTH OF PENNSYLVANIA AND CONSENTED TO BY THE CONGRESS OF  
 5 THE UNITED STATES. THIS COMPACT SHALL BE SIGNED AND SEALED IN NINE  
 6 IDENTICAL ORIGINAL COPIES BY THE RESPECTIVE CHIEF EXECUTIVES OF THE  
 7 SIGNATORY PARTIES. ONE SUCH COPY SHALL BE FILED WITH THE SECRETARY  
 8 OF STATE OF EACH OF THE SIGNATORY PARTIES OR IN ACCORDANCE WITH THE  
 9 LAWS OF THE STATE IN WHICH THE FILING IS MADE, AND ONE COPY SHALL  
 10 BE FILED AND RETAINED IN THE ARCHIVES OF THE COUNCIL UPON ITS  
 11 ORGANIZATION. THE SIGNATURES SHALL BE AFFIXED AND ATTESTED UNDER  
 12 THE FOLLOWING FORM:

13        IN WITNESS WHEREOF, AND IN EVIDENCE OF THE ADOPTION AND  
 14 ENACTMENT INTO LAW OF THIS COMPACT BY THE LEGISLATURES OF THE  
 15 SIGNATORY PARTIES AND CONSENT BY THE CONGRESS OF THE UNITED STATES,  
 16 THE RESPECTIVE GOVERNORS DO HEREBY, IN ACCORDANCE WITH THE  
 17 AUTHORITY CONFERRED BY LAW, SIGN THIS COMPACT IN NINE DUPLICATE  
 18 ORIGINAL COPIES, ATTESTED BY THE RESPECTIVE SECRETARIES OF STATE,  
 19 AND HAVE CAUSED THE SEALS OF THE RESPECTIVE STATES TO BE HEREUNTO  
 20 AFFIXED THIS \_\_\_\_ DAY OF (MONTH), (YEAR).

21        Enacting section 1. This amendatory act does not take effect  
 22 unless all of the following bills of the 94th Legislature are  
 23 enacted into law:

24        (a) House Bill No. 5065.

25        (b) House Bill No. 5066.

26        (c) House Bill No. 5067.

27        (d) House Bill No. 5068.

- 1 (e) House Bill No. 5069.
- 2 (f) House Bill No. 5070.
- 3 (g) House Bill No. 5071.
- 4 (h) House Bill No. 5072.
- 5 (i) House Bill No. 5073.