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THE GENERAL ASSEMBLY OF PENNSYLVANIA

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**HOUSE BILL**

**No. 1705** Session of  
2007

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LONGIETTI AND MILNE, JULY 6, 2007

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REFERRED TO COMMITTEE ON INTERGOVERNMENTAL AFFAIRS, JULY 6, 2007

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AN ACT

1 Authorizing the Commonwealth of Pennsylvania to join the Great  
2 Lakes-St. Lawrence River Basin Water Resources Compact;  
3 providing for the form of the compact; and imposing  
4 additional powers and duties on the Governor, the Secretary  
5 of the Commonwealth and the Compact.

6 The General Assembly of the Commonwealth of Pennsylvania  
7 hereby enacts as follows:

8 Section 1. Short title.

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

11 Section 2. Authority to execute compact.

12 The Governor of Pennsylvania, on behalf of this State, is  
13 hereby authorized to execute a compact in substantially the  
14 following form with any one or more of the states of the United  
15 States, and the General Assembly hereby signifies in advance its  
16 approval and ratification of such compact.

17 THE GREAT LAKES-ST. LAWRENCE RIVER BASIN

1 WATER RESOURCES COMPACT

2 ARTICLE 1

3 SHORT TITLE, DEFINITIONS, PURPOSES AND

4 DURATION EXPLANATION

5 Section 1.1. Short title.

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

8 Section 1.2. Definitions.

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

12 "Adaptive management" means a water resources management  
13 system that provides a systematic process for evaluation,  
14 monitoring and learning from the outcomes of operational  
15 programs and adjustment of policies, plans and programs based on  
16 experience and the evolution of scientific knowledge concerning  
17 water resources and water dependent natural resources.

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

20 "Applicant" means a person who is required to submit a  
21 proposal that is subject to management and regulation under this  
22 compact. Application has a corresponding meaning.

23 "Basin or Great Lakes-St. Lawrence River Basin" means the  
24 watershed of the Great Lakes and the St. Lawrence River upstream  
25 from Trois-Rivieres, Quebec within the jurisdiction of the  
26 parties.

27 "Basin ecosystem or Great Lakes-St. Lawrence River Basin  
28 Ecosystem" means the interacting components of air, land, water  
29 and living organisms, including humankind, within the basin.

30 "Community within a straddling county" means any incorporated

1 city, town or the equivalent thereof, that is located outside  
2 the basin but wholly within a county that lies partly within the  
3 basin and that is not a straddling community.

4 "Compact" means this compact.

5 "Consumptive use" means that portion of the water withdrawn  
6 or withheld from the basin that is lost or otherwise not  
7 returned to the basin due to evaporation, incorporation into  
8 products or other processes.

9 "Council" means the Great Lakes-St. Lawrence River Basin  
10 Water Resources Council, created by this compact.

11 "Council review" means the collective review by the council  
12 members as described in Article 4 of this compact.

13 "County" means the largest territorial division for local  
14 government in a state. The county boundaries shall be defined as  
15 those boundaries that exist as of December 13, 2005.

16 "Cumulative impacts" mean the impact on the basin ecosystem  
17 that results from incremental effects of all aspects of a  
18 withdrawal, diversion or consumptive use in addition to other  
19 past, present, and reasonably foreseeable future withdrawals,  
20 diversions and consumptive uses regardless of who undertakes the  
21 other withdrawals, diversions and consumptive uses. Cumulative  
22 impacts can result from individually minor but collectively  
23 significant withdrawals, diversions and consumptive uses taking  
24 place over a period of time.

25 "Decision-making standard" means the decision-making standard  
26 established by section 4.11 for proposals subject to management  
27 and regulation in section 4.10.

28 "Diversion" means a transfer of water from the basin into  
29 another watershed, or from the watershed of one of the Great  
30 Lakes into that of another by any means of transfer, including

1 but not limited to, a pipeline, canal, tunnel, aqueduct,  
2 channel, modification of the direction of a water course, a  
3 tanker ship, tanker truck or rail tanker but does not apply to  
4 water that is used in the basin or a Great Lake watershed to  
5 manufacture or produce a product that is then transferred out of  
6 the basin or watershed. "Divert" has a corresponding meaning.

7 "Environmentally sound and economically feasible water  
8 conservation measures" mean those measures, methods,  
9 technologies or practices for efficient water use and for  
10 reduction of water loss and waste or for reducing a withdrawal,  
11 consumptive use or diversion that (I) are environmentally  
12 sound, (II) reflect best practices applicable to the water use  
13 sector, (III) are technically feasible and available, (IV) are  
14 economically feasible and cost effective based on an analysis  
15 that considers direct and avoided economic and environmental  
16 costs and (V) consider the particular facilities and processes  
17 involved, taking into account the environmental impact, age of  
18 equipment and facilities involved, the processes employed,  
19 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  
22 4.8.

23 "Exception standard" means the standard for exceptions  
24 established in section 4.9.4.

25 "Intra-basin transfer" means the transfer of water from the  
26 watershed of one of the Great Lakes into the watershed of  
27 another Great Lake.

28 "Measures" means any legislation, law, regulation, directive,  
29 requirement, guideline, program, policy, administrative practice  
30 or other procedure.

1 "New or increased diversion" means a new diversion, an  
2 increase in an existing diversion, or the alternation of an  
3 existing withdrawal so that it becomes a diversion.

4 "New or increased withdrawal or consumptive use" means a new  
5 withdrawal or consumptive use or an increase in an existing  
6 withdrawal or consumptive use.

7 "Originating party" means the party within whose jurisdiction  
8 an application or registration is made or required.

9 "Party" means a state party to this compact.

10 "Person" means a human being or a legal person, including a  
11 government or a non-governmental organization, including any  
12 scientific, professional, business, non-profit, or public  
13 interest organization or association that is neither affiliated  
14 with, nor under the direction of a government.

15 "Product" means something produced in the basin by human or  
16 mechanical effort or through agricultural processes and used in  
17 manufacturing, commercial or other processes or intended for  
18 intermediate or end use consumers. (I) Water used as part of  
19 the packaging of a product shall be considered to be part of the  
20 product. (II) Other than water used as part of the packaging of  
21 a product, water that is used primarily to transport materials  
22 in or out of the basin is not a product or part of a product.  
23 (III) Except as provided in (I) above, water which is  
24 transferred as part of a public or private supply is not a  
25 product or part of a product. (IV) Water in its natural state  
26 such as in lakes, rivers, reservoirs, aquifers, or water basins  
27 is not a product.

28 "Proposal" means a withdrawal, diversion or consumptive use  
29 of water that is subject to this compact.

30 "Province" means Ontario or Quebec.

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

8 "Regional body" means the members of the council and the  
9 premiers of Ontario and Quebec or their designee as established  
10 by the agreement.

11 "Regional review" means the collective review by the regional  
12 body as described in Article 4 of this compact.

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

25 "Standard of review and decision" means the exception  
26 standard, decision-making standard and reviews as outlined in  
27 Article 4 of this compact.

28 "State" means one of the states of Illinois, Indiana,  
29 Michigan, Minnesota, New York, Ohio or Wisconsin or the  
30 Commonwealth of Pennsylvania.

1 "Straddling community" means any incorporated city, town or  
2 the equivalent thereof, wholly within any county that lies  
3 partly or completely within the basin, whose corporate boundary  
4 existing as of the effective date of this compact, is partly  
5 within the basin or partly within two Great Lakes watersheds.

6 "Technical review" means a detailed review conducted to  
7 determine whether or not a proposal that requires regional  
8 review under this compact meets the standard of review and  
9 decision following procedures and guidelines as set out in this  
10 compact.

11 "Water" means ground or surface water contained within the  
12 basin.

13 "Water dependent natural resources" means the interacting  
14 components of land, water and living organisms affected by the  
15 waters of the basin.

16 "Waters of the basin" or "basin water" means the Great Lakes  
17 and all streams, rivers, lakes, connecting channels and other  
18 bodies of water, including tributary groundwater, within the  
19 basin.

20 "Withdrawal" means the taking of water from surface water or  
21 groundwater. "Withdraw" has a corresponding meaning.

22 Section 1.3. Findings and purposes.

23 The legislative bodies of the respective parties hereby find  
24 and declare:

25 1. Findings:

26 A. the waters of the basin are precious public natural  
27 resources shared and held in trust by the states;

28 B. the waters of the basin are interconnected and part of a  
29 single hydrologic system;

30 C. the waters of the basin can concurrently serve multiple

1 uses. Such multiple uses include municipal, public, industrial,  
2 commercial, agriculture, mining, navigation, energy development  
3 and production, recreation, the subsistence, economic and  
4 cultural activities of native peoples, water quality  
5 maintenance, and the maintenance of fish and wildlife habitat  
6 and a balanced ecosystem. And, other purposes are encouraged,  
7 recognizing that such uses are interdependent and must be  
8 balanced;

9 D. future diversions and consumptive uses of basin water  
10 resources have the potential to significantly impact the  
11 environment, economy and welfare of the Great Lakes-St. Lawrence  
12 River region;

13 E. continued sustainable, accessible and adequate water  
14 supplies for the people and economy of the basin are of vital  
15 importance; and

16 F. the parties have a shared duty to protect, conserve,  
17 restore, improve and manage the renewable but finite waters of  
18 the basin for the use, benefit and enjoyment of all their  
19 citizens, including generations yet to come. The most effective  
20 means of protecting, conserving, restoring, improving and  
21 managing the basin waters is through the joint pursuit of  
22 unified and cooperative principles, policies and programs  
23 mutually agreed upon, enacted and adhered to by all parties.

24 2. Purposes:

25 A. to act together to protect, conserve, restore, improve  
26 and effectively manage the waters and water dependent natural  
27 resources of the basin under appropriate arrangements for  
28 intergovernmental cooperation and consultation because current  
29 lack of full scientific certainty should not be used as a reason  
30 for postponing measures to protect the basin ecosystem;

1 B. to remove causes of present and future controversies;

2 C. to provide for cooperative planning and action by the  
3 parties with respect to such water resources;

4 D. to facilitate consistent approaches to water management  
5 across the basin while retaining state management authority over  
6 water management decisions within the basin;

7 E. to facilitate the exchange of data, strengthen the  
8 scientific information base upon which decisions are made and  
9 engage in consultation on the potential effects of proposed  
10 withdrawals and losses on the waters and water dependent natural  
11 resources of the basin;

12 F. to prevent significant adverse impacts of withdrawals and  
13 losses on the basin's ecosystems and watersheds;

14 G. to promote interstate and state-provincial comity; and

15 H. to promote an adaptive management approach to the  
16 conservation and management of basin water resources, which  
17 recognizes, considers and provides adjustments for the  
18 uncertainties in, and evolution of, scientific knowledge  
19 concerning the basin's waters and water dependent natural  
20 resources.

21 Section 1.4. Science.

22 1. The parties commit to provide leadership for the  
23 development of a collaborative strategy with other regional  
24 partners to strengthen the scientific basis for sound water  
25 management decision making under this compact.

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

28 A. an improved understanding of the individual and  
29 cumulative impacts of withdrawals from various locations and  
30 water sources on the basin ecosystem and to develop a mechanism

1 by which impacts of withdrawals may be assessed;

2 B. the periodic assessment of cumulative impacts of  
3 withdrawals, diversions and consumptive uses on a Great Lake and  
4 St. Lawrence River watershed basis;

5 C. improved scientific understanding of the waters of the  
6 basin;

7 D. improved understanding of the role of groundwater in  
8 basin water resources management; and,

9 E. the development, transfer and application of science and  
10 research related to water conservation and water use efficiency.

11 ARTICLE 2

12 ORGANIZATION

13 Section 2.1. Council created.

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

18 Section 2.2. Council membership.

19 The council shall consist of the governors of the parties, ex  
20 officio.

21 Section 2.3. Alternates.

22 Each member of the council shall appoint at least one  
23 alternate who may act in his or her place and stead, with  
24 authority to attend all meetings of the council and with power  
25 to vote in the absence of the member, unless otherwise provided  
26 by law of the party for which he or she is appointed, each  
27 alternate shall serve during the term of the member appointing  
28 him or her, subject to removal at the pleasure of the member. In  
29 the event of a vacancy in the Office of Alternate, it shall be  
30 filled in the same manner as an original appointment for the

1 unexpired term only.

2 Section 2.4. Voting.

3 1. Each member is entitled to one vote on all matters that  
4 may come before the council.

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

7 3. The council shall annually adopt a budget for each fiscal  
8 year and the amount required to balance the budget shall be  
9 apportioned equitably among the parties by unanimous vote of the  
10 council. The appropriation of such amounts shall be subject to  
11 such review and approval as may be required by the budgetary  
12 processes of the respective parties.

13 4. The participation of council members from a majority of  
14 the parties shall constitute a quorum for the transaction of  
15 business at any meeting of the council.

16 Section 2.5. Organization and procedure.

17 The council shall provide for its own organization and  
18 procedure, and may adopt rules and regulations governing its  
19 meetings and transactions, as well as the procedures and  
20 timeline for submission, review and consideration of proposals  
21 that come before the council for its review and action. The  
22 council shall organize, annually, by the election of a chair and  
23 vice chair from among its members. Each member may appoint an  
24 advisor, who may attend all meetings of the council and its  
25 committees, but shall not have voting power. The council may  
26 employ or appoint professional and administrative personnel,  
27 including an executive director, as it may deem advisable, to  
28 carry out the purposes of this compact.

29 Section 2.6. Use of existing offices and agencies.

30 It is the policy of the parties to preserve and utilize the

1 functions, powers and duties of existing offices and agencies of  
2 government to the extent consistent with this compact. Further,  
3 the council shall promote and aid the coordination of the  
4 activities and programs of the parties concerned with water  
5 resources management in the basin. To this end, but without  
6 limitation, the council may:

7 1. advise, consult, contract, assist or otherwise cooperate  
8 with any and all such agencies;

9 2. employ any other agency or instrumentality of any of the  
10 parties for any purpose; and

11 3. develop and adopt plans consistent with the water  
12 resources plans of the parties.

13 Section 2.7. Jurisdiction.

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

20 Section 2.8. Status, immunities and privileges.

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

29 2. The property and assets of the council, wherever located  
30 and by whomsoever held, shall be considered public property and

1 shall be immune from search, requisition, confiscation,  
2 expropriation or any other form of taking or foreclosure by  
3 executive or legislative action.

4 3. The council, its property and its assets, income and the  
5 operations it carries out pursuant to this compact shall be  
6 immune from all taxation by or under the authority of any of the  
7 parties or any political subdivision thereof; provided, however,  
8 that in lieu of property taxes the council may make reasonable  
9 payments to local taxing districts in annual amounts which shall  
10 approximate the taxes lawfully assessed upon similar property.

11 Section 2.9. Advisory committees.

12 The council may constitute and empower advisory committees,  
13 which may be comprised of representatives of the public and of  
14 Federal, state, tribal, county and local governments, water  
15 resources agencies, water-using industries and sectors, water-  
16 interest groups and academic experts in related fields.

17 ARTICLE 3

18 GENERAL POWERS AND DUTIES

19 Section 3.1. General.

20 The waters and water dependent natural resources of the basin  
21 are subject to the sovereign right and responsibilities of the  
22 parties, and it is the purpose of this compact to provide for  
23 joint exercise of such powers of sovereignty by the council in  
24 the common interests of the people of the region, in the manner  
25 and to the extent provided in this compact. The council and the  
26 parties shall use the standard of review and decision and  
27 procedures contained in or adopted pursuant to this compact as  
28 the means to exercise their authority under this compact.

29 The council may revise the standard of review and decision,  
30 after consultation with the provinces and upon unanimous vote of

1 all council members, by regulation duly adopted in accordance  
2 with section 3.3 of this compact and in accordance with each  
3 party's respective statutory authorities and applicable  
4 procedures.

5 The council shall identify priorities and develop plans and  
6 policies relating to basin water resources. It shall adopt and  
7 promote uniform and coordinated policies for water resources  
8 conservation and management in the basin.

9 Section 3.2. Council powers.

10 The council may: plan; conduct research and collect,  
11 compile, analyze, interpret, report and disseminate data on  
12 water resources and uses; forecast water levels; conduct  
13 investigations; institute court actions; design, acquire,  
14 construct, reconstruct, own, operate, maintain, control, sell  
15 and convey real and personal property and any interest therein  
16 as it may deem necessary, useful or convenient to carry out the  
17 purposes of this compact; make contracts; receive and accept  
18 such payments, appropriations, grants, gifts, loans, advances  
19 and other funds, properties and services as may be transferred  
20 or made available to it by any party or by any other public or  
21 private agency, corporation or individual; and, exercise such  
22 other and different powers as may be delegated to it by this  
23 compact or otherwise pursuant to law, and have and exercise all  
24 powers necessary or convenient to carry out its express powers  
25 or which may be reasonably implied therefrom.

26 Section 3.3. Rules and regulations.

27 1. The council may promulgate and enforce such rules and  
28 regulations as may be necessary for the implementation and  
29 enforcement of this compact. The council may adopt by  
30 regulation, after public notice and public hearing, reasonable

1 application fees with respect to those proposals for exceptions  
2 that are subject to council review under section 4.9. any rule  
3 or regulation of the council, other than one which deals solely  
4 with the internal management of the council or its property,  
5 shall be adopted only after public notice or hearing.

6 2. Each party, in accordance with its respective statutory  
7 authorities and applicable procedures, may adopt and enforce  
8 rules and regulations to implement and enforce this compact and  
9 the programs adopted by such party to carry out the management  
10 programs contemplated by this compact.

11 Section 3.4. Program review and findings.

12 1. Each party shall submit a report to the council and the  
13 regional body detailing its water management and conservation  
14 and efficiency programs that implement this compact. The report  
15 shall set out the manner in which water withdrawals are managed  
16 by sector, water source, quantity or any other means, and how  
17 the provisions of the standard of review and decision and  
18 conservation and efficiency programs are implemented. The first  
19 report shall be provided by each party one year from the  
20 effective date of this compact and thereafter every 5 years.

21 2. The council, in cooperation with the provinces, shall  
22 review its water management and conservation and efficiency  
23 programs and those of the parties that are established in this  
24 compact and make findings on whether the water management  
25 program provisions in this compact are being met, and if not,  
26 recommend options to assist the parties in meeting the  
27 provisions of this compact. Such review shall take place:

28 A. 30 days after the first report is submitted by all  
29 parties; and,

30 B. every five years after the effective date of this

1 compact; and,

2 C. at any other time at the request of one of the parties.

3 3. As one of its duties and responsibilities, the council  
4 may recommend a range of approaches to the parties with respect  
5 to the development, enhancement and application of water  
6 management and conservation and efficiency programs to implement  
7 the standard of review and decision reflecting improved  
8 scientific understanding of the waters of the basin, including  
9 groundwater, and the impacts of withdrawals on the basin  
10 ecosystem.

11 ARTICLE 4

12 WATER MANAGEMENT AND REGULATIONS

13 Section 4.1. Water resources inventory, registration and  
14 reporting.

15 1. Within five years of the effective date of this compact,  
16 each party shall develop and maintain a water resources  
17 inventory for the collection, interpretation, storage,  
18 retrieval, exchange, and dissemination of information concerning  
19 the water resources of the party, including, but not limited to,  
20 information on the location, type, quantity, and use of those  
21 resources and the location, type, and quantity of withdrawals,  
22 diversions and consumptive uses. To the extent feasible, the  
23 water resources inventory shall be developed in cooperation with  
24 local, State, Federal, tribal and other private agencies and  
25 entities, as well as the council. Each party's agencies shall  
26 cooperate with that party in the development and maintenance of  
27 the inventory.

28 2. The council shall assist each party to develop a common  
29 base of data regarding the management of the water resources of  
30 the basin and to establish systematic arrangements for the

1 exchange of 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  
6 (including consumptive uses) from all sources, or diverts water  
7 of any amount, shall register the withdrawal or diversion by a  
8 date set by the council unless the person has previously  
9 registered in accordance with an existing state program. The  
10 person shall register the withdrawal or diversion with the  
11 originating party using a form prescribed by the originating  
12 party that shall include, at a minimum and without limitation:  
13 the name and address of the registrant and date of registration;  
14 the locations and sources of the withdrawal or diversion; the  
15 capacity of the withdrawal or diversion per day and the amount  
16 withdrawn or diverted from each source; the uses made of the  
17 water; places of use and places of discharge; and, such other  
18 information as the originating party may require. All  
19 registrations shall include an estimate of the volume of the  
20 withdrawal or diversion in terms of gallons per day average in  
21 any 30-day period.

22 4. All registrants shall annually report the monthly volumes  
23 of the withdrawal, consumptive use and diversion in gallons to  
24 the originating party and any other information requested by the  
25 originating party.

26 5. Each party shall annually report the information gathered  
27 pursuant to this section to a Great Lakes-St. Lawrence River  
28 water use data base repository and aggregated information shall  
29 be made publicly available, consistent with the confidentiality  
30 requirements in section 8.3.

1       6. Information gathered by the parties pursuant to this  
2 section shall be used to improve the sources and applications of  
3 scientific information regarding the waters of the basin and the  
4 impacts of the withdrawals and diversions from various locations  
5 and water sources on the basin ecosystem, and to better  
6 understand the role of groundwater in the basin. The council and  
7 the parties shall coordinate the collection and application of  
8 scientific information to further develop a mechanism by which  
9 individual and cumulative impacts of withdrawals, consumptive  
10 uses and diversions shall be assessed.

11 Section 4.2. Water conservation and efficiency programs.

12       1. The council commits to identify, in cooperation with the  
13 provinces, basin-wide water conservation and efficiency  
14 objectives to assist the parties in developing their water  
15 conservation and efficiency program. These objectives are based  
16 on the goals of:

17       A. ensuring improvement of the waters and water dependent  
18 natural resources;

19       B. protecting and restoring the hydrologic and ecosystem  
20 integrity of the basin;

21       C. retaining the quantity of surface water and groundwater  
22 in the basin;

23       D. ensuring sustainable use of waters of the basin; and,

24       E. promoting the efficiency of use and reducing losses and  
25 waste of water.

26       2. Within two years of the effective date of this compact,  
27 each party shall develop its own water conservation and  
28 efficiency goals and objectives consistent with the basin-wide  
29 goals and objectives, and shall develop and implement a water  
30 conservation and efficiency program, either voluntary or

1 mandatory, within its jurisdiction based on the party's goals  
2 and objectives. Each party shall annually assess its programs in  
3 meeting the party's goals and objectives, report to the council  
4 and the regional body and make this annual assessment available  
5 to the public.

6 3. Beginning five years after the effective date of this  
7 compact, and every five years thereafter, the council, in  
8 cooperation with the provinces, shall review and modify as  
9 appropriate the basin-wide objectives, and the parties shall  
10 have regard for any such modifications in implementing their  
11 programs. This assessment will be based on examining new  
12 technologies, new patterns of water use, new resource demands  
13 and threats, and cumulative impact assessment under section  
14 4.15.

15 4. Within two years of the effective date of this compact,  
16 the parties commit to promote environmentally sound and  
17 economically feasible water conservation measures such as:

- 18 A. measures that promote efficient use of water;
- 19 B. identification and sharing of best management practices  
20 and state of the art conservation and efficiency technologies;
- 21 C. application of sound planning principles;
- 22 D. demand-side and supply-side measures or incentives; and,
- 23 E. development, transfer and application of science and  
24 research.

25 5. Each party shall implement in accordance with paragraph 2  
26 a voluntary or mandatory water conservation program for all,  
27 including existing, basin water users. Conservation programs  
28 need to adjust to new demands and the potential impacts of  
29 cumulative effects and climate.

30 Section 4.3. Party powers and duties.

1        1. Each party, within its jurisdiction, shall manage and  
2 regulate new or increased withdrawals, consumptive uses and  
3 diversions, including exceptions, in accordance with this  
4 compact.

5        2. Each party shall require an applicant to submit an  
6 application in such manner and with such accompanying  
7 information as the party shall prescribe.

8        3. No party may approve a proposal if the party determines  
9 that the proposal is inconsistent with this compact or the  
10 standard of review and decision or any implementing rules or  
11 regulations promulgated thereunder. The party may approve,  
12 approve with modifications or disapprove any proposal depending  
13 on the proposal's consistency with this compact and the standard  
14 of review and decision.

15       4. Each party shall monitor the implementation of any  
16 approved proposal to ensure consistency with the approval and  
17 may take all necessary enforcement actions.

18       5. No party shall approve a proposal subject to council or  
19 regional review, or both, pursuant to this compact unless it  
20 shall have been first submitted to and reviewed by either the  
21 council or regional body, or both, and approved by the council,  
22 as applicable. Sufficient opportunity shall be provided for  
23 comment on the proposal's consistency with this compact and the  
24 standard of review and decision. All such comments shall become  
25 part of the party's formal record of decision, and the party  
26 shall take into consideration any such comments received.

27       Section 4.4. Requirement for originating party approval.

28       No proposal subject to management and regulation under this  
29 compact shall hereafter be undertaken by any person unless it  
30 shall have been approved by the originating party.

1 Section 4.5. Regional review.

2 1. General.

3 A. It is the intention of the parties to participate in  
4 regional review of proposals with the provinces, as described in  
5 this compact and the agreement.

6 B. Unless the applicant or the originating party otherwise  
7 requests, it shall be the goal of the regional body to conclude  
8 its review no later than 90 days after notice under section  
9 4.5.2 of such proposal is received from the originating party.

10 C. Proposals for exceptions subject to regional review shall  
11 be submitted by the originating party to the regional body for  
12 regional review, and where applicable, to the council for  
13 concurrent review.

14 D. The parties agree that the protection of the integrity of  
15 the Great Lakes - St. Lawrence River Basin ecosystem shall be  
16 the overarching principle for reviewing proposals subject to  
17 regional review, recognizing uncertainties with respect to  
18 demands that may be placed on basin water, including  
19 groundwater, levels and flows of the Great Lakes and the St.  
20 Lawrence River, future changes in environmental conditions, the  
21 reliability of existing data and the extent to which diversions  
22 may harm the integrity of the basin ecosystem.

23 E. The originating party shall have lead responsibility for  
24 coordinating information for resolution of issues related to  
25 evaluation of a proposal, and shall consult with the applicant  
26 throughout the regional review process.

27 F. A majority of the members of the regional body may  
28 request regional review of a regionally significant or  
29 potentially precedent setting proposal. Such regional review  
30 must be conducted, to the extent possible, within the time

1 frames set forth in this section. Any such regional review shall  
2 be undertaken only after consulting the applicant.

3 2. Notice from originating party to the regional body.

4 A. The originating party shall determine if a proposal is  
5 subject to regional review. If so, the originating party shall  
6 provide timely notice to the regional body and the public.

7 B. Such notice shall not be given unless and until all  
8 information, documents and the originating party's technical  
9 review needed to evaluate whether the proposal meets the  
10 standard of review and decision have been provided.

11 C. An originating party may:

12 I. provide notice to the regional body of an application,  
13 even if notification is not required; or

14 II. request regional review of an application, even if  
15 regional review is not required. Any such regional review shall  
16 be undertaken only after consulting the applicant.

17 D. An originating party may provide preliminary notice of a  
18 potential proposal.

19 3. Public participation.

20 A. To ensure adequate public participation, the regional  
21 body shall adopt procedures for the review of proposals that are  
22 subject to regional review in accordance with this article.

23 B. The regional body shall provide notice to the public of  
24 proposal undergoing regional review. Such notice shall indicate  
25 that the public has an opportunity to comment in writing to the  
26 regional body on whether the proposal meets the standard of  
27 review and decision.

28 C. The regional body shall hold a public meeting in the  
29 state or province of the originating party in order to receive  
30 public comment on the issue of whether the proposal under

1 consideration meets the standard of review and decision.

2 D. The regional body shall consider the comments received  
3 before issuing a declaration of finding.

4 E. The regional body shall forward the comments it receives  
5 to the originating party.

6 4. Technical review.

7 A. The originating party shall provide the regional body  
8 with its technical review of the proposal under consideration.

9 B. The originating party's technical review shall thoroughly  
10 analyze the proposal and provide an evaluation of the proposal  
11 sufficient for a determination of whether the proposal meets the  
12 standard of review and decision.

13 C. Any member of the regional body may conduct their own  
14 technical review of any proposal subject to regional review.

15 D. At the request of the majority of its members, the  
16 regional body shall make such arrangements as it considers  
17 appropriate for an independent technical review of a proposal.

18 E. All parties shall exercise their best efforts to ensure  
19 that a technical review undertaken under sections 4.5.4.C and  
20 4.5.4.D does not unnecessarily delay the decision by the  
21 originating party on the application. Unless the applicant or  
22 the originating party otherwise requests, all technical reviews  
23 shall be completed no later than 60 days after the date the  
24 notice of the proposal was given to the regional body.

25 5. Declaration of finding.

26 A. The regional body shall meet to consider a proposal. The  
27 applicant shall be provided with an opportunity to present the  
28 proposal to the regional body at such time.

29 B. The regional body, having considered the notice, the  
30 originating party's technical review, any other independent

1 technical review that is made, any comments or objections  
2 including the analysis of comments made by the public, first  
3 nations and federally recognized tribes, and any other  
4 information that is provided under this compact shall issue a  
5 declaration of finding that the proposal under consideration:

6 I. meets the standard of review and decision;

7 II. does not meet the standard of review and decision; or

8 III. would meet the standard of review and decision if  
9 certain conditions were met.

10 C. An originating party may decline to participate in a  
11 declaration of finding made by the regional body.

12 D. The parties recognize and affirm that it is preferable  
13 for all members of the regional body to agree whether the  
14 proposal meets the standard of review and decision.

15 E. If the members of the regional body who participate in  
16 the declaration of finding all agree, they shall issue a written  
17 declaration of finding with consensus.

18 F. In the event that the members cannot agree, the regional  
19 body shall make every reasonable effort to achieve consensus  
20 within 25 days.

21 G. Should consensus not be achieved, the regional body may  
22 issue a declaration of finding that presents different points of  
23 view and indicates each party's conclusions.

24 H. The regional body shall release the declarations of  
25 finding to the public.

26 I. The originating party and the council shall consider the  
27 declaration of finding before making a decision on the proposal.

28 Section 4.6. Proposals subject to prior notice.

29 1. Beginning no later than five years of the effective date  
30 of this compact, the originating party shall provide all parties

1 and the provinces with detailed and timely notice and an  
2 opportunity to comment within 90 days on any proposal for a new  
3 or increased consumptive use of 5 million gallons per day or  
4 greater average in any 90-day period. Comments shall address  
5 whether or not the proposal is consistent with the standard of  
6 review and decision. The originating party shall provide a  
7 response to any such comment received from another party.

8 2. A party may provide notice, an opportunity to comment and  
9 a response to comments even if this is not required under  
10 paragraph 1 of this section. Any provision of such notice and  
11 opportunity to comment shall be undertaken only after consulting  
12 the applicant.

13 Section 4.7. Council actions.

14 1. Proposals for exceptions subject to council review shall  
15 be submitted by the originating party to the council for council  
16 review, and where applicable, to the regional body for  
17 concurrent review.

18 2. The council shall review and take action on proposals in  
19 accordance with this compact and the standard of review and  
20 decision. The council shall not take action on a proposal  
21 subject to regional review pursuant to this compact unless the  
22 proposal shall have been first submitted to and reviewed by the  
23 regional body. The council shall consider any findings resulting  
24 from such review.

25 Section 4.8. Prohibition of new or increased diversions.

26 All new or increased diversions are prohibited, except as  
27 provided for in this article.

28 Section 4.9. Exceptions to the prohibition of diversions.

29 1. Straddling communities. A proposal to transfer water to  
30 an area within a straddling community but outside the basin or

1 outside the source Great Lake watershed shall be excepted from  
2 the prohibition against diversions and be managed and regulated  
3 by the originating party provided that, regardless of the volume  
4 of water transferred, all the water so transferred shall be used  
5 solely for public water supply purposes within the straddling  
6 community; and:

7 A. All water withdrawn from the basin shall be returned,  
8 either naturally or after use, to the source watershed less an  
9 allowance for consumptive use. No surface water or groundwater  
10 from outside the basin may be used to satisfy any portion of  
11 this criterion except if it:

12 I. is part of a water supply or wastewater treatment system  
13 that combines water from inside and outside of the basin;

14 II. is treated to meet applicable water quality discharge  
15 standards and to prevent the introduction of invasive species  
16 into the basin;

17 III. maximizes the portion of water returned to the source  
18 watershed as basin water and minimizes the surface water or  
19 groundwater from outside the basin;

20 B. If the proposal results from a new or increased  
21 withdrawal of 100,000 gallons per day or greater average over  
22 any 90-day period, the proposal shall also meet the exception  
23 standard; and

24 C. If the proposal results in a new or increased consumptive  
25 use of 5 million gallons per day or greater average over any 90-  
26 day period, the proposal shall also undergo regional review.

27 2. Intra-basin transfer. A proposal for an intra-basin  
28 transfer that would be considered a diversion under this  
29 compact, and not already excepted pursuant to paragraph 1 of  
30 this section, shall be excepted from the prohibition against

1 diversions, provided that:

2 A. If the proposal results from a new or increased  
3 withdrawal less than 100,000 gallons per day average over any  
4 90-day period, the proposal shall be subject to management and  
5 regulation at the discretion of the originating party.

6 B. If the proposal results from a new or increased  
7 withdrawal 100,000 gallons per day or greater average over any  
8 90-day period and if the consumptive use resulting from the  
9 withdrawal is less than five million gallons per day average  
10 over any 90-day period:

11 I. the proposal shall meet the exception standard and be  
12 subject to management and regulation by the originating party,  
13 except that the water may be returned to another Great Lake  
14 watershed rather than the source watershed;

15 II. the applicant shall demonstrate that there is no  
16 feasible, cost effective, and environmentally sound water supply  
17 alternative within the Great Lake watershed to which the water  
18 will be transferred, including conservation of existing water  
19 supplies; and,

20 III. the originating party shall provide notice to the other  
21 parties prior to making any decision with respect to the  
22 proposal.

23 C. If the proposal results in a new or increased consumptive  
24 use of 5 million gallons per day or greater average over any 90-  
25 day period:

26 I. the proposal shall be subject to management and  
27 regulation by the originating party and shall meet the exception  
28 standard, ensuring that water withdrawn shall be returned to the  
29 source watershed;

30 II. the applicant shall demonstrate that there is no

1 feasible, cost effective, and environmentally sound water supply  
2 alternative within the Great Lake watershed to which the water  
3 will be transferred, including conservation of existing water  
4 supplies;

5 III. the proposal undergoes regional review; and,

6 IV. the proposal is approved by the council. Council  
7 approval shall be given unless one or more council members vote  
8 to disapprove.

9 3. Straddling counties. A proposal to transfer water to a  
10 community within a straddling county that would be considered a  
11 diversion under this compact shall be excepted from the  
12 prohibition against diversions, provided that it satisfies all  
13 of the following conditions:

14 A. the water shall be used solely for the public water  
15 supply purposes of the community within a straddling county that  
16 is without adequate supplies of potable water;

17 B. the proposal meets the exception standard, maximizing the  
18 portion of water returned to the source watershed as basin water  
19 and minimizing the surface water or groundwater from outside the  
20 basin;

21 C. the proposal shall be subject to management and  
22 regulation by the originating party, regardless of its size;

23 D. there is no reasonable water supply alternative within  
24 the basin in which the community is located, including  
25 conservation of existing water supplies;

26 E. caution shall be used in determining whether or not the  
27 proposal meets the conditions for this exception. This exception  
28 should not be authorized unless it can be shown that it will not  
29 endanger the integrity of the basin ecosystem;

30 F. the proposal undergoes regional review; and,

1 G. the proposal is approved by the council. Council approval  
2 shall be given unless one or more council members vote to  
3 disapprove.

4 A proposal must satisfy all of the conditions listed above.  
5 Further, substantive consideration will also be given to whether  
6 or not the proposal can provide sufficient scientifically based  
7 evidence that the existing water supply is derived from  
8 groundwater that is hydrologically interconnected to waters of  
9 the basin.

10 4. Exception standard. Proposals subject to management and  
11 regulation in this section shall be declared to meet this  
12 exception standard and may be approved as appropriate only when  
13 the following criteria are met:

14 A. the need for all or part of the proposed exception cannot  
15 be reasonably avoided through the efficient use and conservation  
16 of existing water supplies;

17 B. the exception will be limited to quantities that are  
18 considered reasonable for the purposes for which it is proposed;

19 C. all water withdrawn shall be returned, either naturally  
20 or after use, to the source watershed less an allowance for  
21 consumptive use. No surface water or groundwater from outside  
22 the basin may be used to satisfy any portion of this criterion  
23 except if it:

24 I. is part of a water supply or wastewater treatment system  
25 that combines water from inside and outside of the basin;

26 II. is treated to meet applicable water quality discharge  
27 standards and to prevent the introduction of invasive species  
28 into the basin.

29 D. The exception will be implemented so as to ensure that it  
30 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  
3 given to the potential cumulative impacts of any precedent-  
4 setting consequences associated with the proposal;

5 E. the exception will be implemented so as to incorporate  
6 environmentally sound and economically feasible water  
7 conservation measures to minimize water withdrawals or  
8 consumptive use;

9 F. the exception will be implemented so as to ensure that it  
10 is in compliance with all applicable municipal, State or Federal  
11 laws as well as regional interstate and international  
12 agreements, including the Boundary Waters Treaty of 1909; and,

13 G. all other applicable criteria in section 4.9 have also  
14 been met.

15 Section 4.10. Management and regulation of new or increased  
16 withdrawals and consumptive uses.

17 1. Within five years of the effective date of this compact,  
18 each party shall create a program for the management and  
19 regulation of new or increased withdrawals and consumptive uses  
20 by adopting and implementing measures consistent with the  
21 decision-making standard. Each party, through a considered  
22 process, shall set and may modify threshold levels for the  
23 regulation of new or increased withdrawals in order to assure an  
24 effective and efficient water management program that will  
25 ensure that uses overall are reasonable, that withdrawals  
26 overall will not result in significant impacts to the waters and  
27 water dependent natural resources of the basin, determined on  
28 the basis of significant impacts to the physical, chemical, and  
29 biological integrity of source watersheds, and that all other  
30 objectives of the compact are achieved. Each party may determine

1 the scope and thresholds of its program, including which new or  
2 increased withdrawals and consumptive uses will be subject to  
3 the program.

4 2. Any party that fails to set threshold levels that comply  
5 with section 4.10.1 any time before 10 years after the effective  
6 date of this compact shall apply a threshold level for  
7 management and regulation of all new or increased withdrawals of  
8 100,000 gallons per day or greater average in any 90-day period.

9 3. The parties intend programs for new or increased  
10 withdrawals and consumptive uses to evolve as may be necessary  
11 to protect basin waters. Pursuant to section 3.4, the council,  
12 in cooperation with the provinces, shall periodically assess the  
13 water management programs of the parties. Such assessments may  
14 produce recommendations for the strengthening of the programs,  
15 including without limitation, establishing lower thresholds for  
16 management and regulation in accordance with the decision-making  
17 standard.

18 Section 4.11. Decision-making standard.

19 Proposals subject to management and regulations in section  
20 4.10 shall be declared to meet this decision-making standard and  
21 may be approved as appropriate only when the following criteria  
22 are met:

23 1. all water withdrawn shall be returned, either naturally  
24 or after use, to the source watershed less an allowance for  
25 consumptive use;

26 2. the withdrawal or consumptive use will be implemented so  
27 as to ensure that the proposal will result in no significant  
28 individual or cumulative adverse impacts to the quantity or  
29 quality of the waters and water dependent natural resources and  
30 the applicable source watershed;

1 3. the withdrawal or consumptive use will be implemented so  
2 as to incorporate environmentally sound and economically  
3 feasible water conservation measures;

4 4. the withdrawal or consumptive use will be implemented so  
5 as to ensure that it is in compliance with all applicable  
6 municipal, State and Federal laws as well as regional interstate  
7 and international agreements, including the Boundary Waters  
8 Treaty of 1909;

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

11 A. whether the proposed withdrawal or consumptive use is  
12 planned in a fashion that provides for efficient use of the  
13 water, and will avoid or minimize the waste of water;

14 B. if the proposal is for an increased withdrawal or  
15 consumptive use, whether efficient use is made of existing water  
16 supplies;

17 C. the balance between economic development, social  
18 development and environmental protection of the proposed  
19 withdrawal and use and other existing or planned withdrawals and  
20 water uses sharing the water source;

21 D. the supply potential of the water source, considering  
22 quantity, quality, and reliability and safe yield of  
23 hydrologically interconnected water sources;

24 E. the probable degree and duration of any adverse impacts  
25 caused or expected to be caused by the proposed withdrawal and  
26 use under foreseeable conditions, to other lawful consumptive or  
27 non-consumptive uses of water or to the quantity or quality of  
28 the waters and water dependent natural resources of the basin,  
29 and the proposed plans and arrangements for avoidance or  
30 mitigation of such impacts; and,

1 F. if a proposal includes restoration of hydrologic  
2 conditions and functions of the source watershed, the party may  
3 consider that.

4 Section 4.12. Applicability.

5 1. Minimum standard. This standard of review and decision  
6 shall be used as a minimum standard. Parties may impose a more  
7 restrictive decision-making standard for withdrawals under their  
8 authority. It is also acknowledged that although a proposal  
9 meets the standards of review and decision it may not be  
10 approved under the laws of the originating party that has  
11 implemented more restrictive measures.

12 2. Baseline. A. To establish a baseline for determining a  
13 new or increased diversion, consumptive use or withdrawal, each  
14 party shall develop either or both of the following lists for  
15 their jurisdiction:

16 I. a list of existing withdrawal approvals as of the  
17 effective date of the compact;

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

26 B. For all purposes of this compact, volumes of diversions,  
27 consumptive uses, or withdrawals of water set forth in the  
28 list(s) prepared by each party in accordance with this section,  
29 shall constitute the baseline volume.

30 C. The list(s) shall be furnished to the regional body and

1 the council within one year of the effective date of this  
2 compact.

3 3. Timing of additional applications. Applications for new  
4 or increased withdrawals, consumptive uses or exceptions shall  
5 be considered cumulatively within ten years of any application.

6 4. Change of ownership. Unless a new owner proposes a  
7 project that shall result in a proposal for a new or increased  
8 diversion or consumptive use subject to regional review or  
9 council approval, the change of ownership in and of itself shall  
10 not require regional review or council approval.

11 5. Groundwater. The basin surface water divide shall be  
12 used for the purpose of managing and regulating new or increased  
13 diversions, consumptive uses or withdrawals of surface water and  
14 groundwater.

15 6. Withdrawal systems. The total volume of surface water  
16 and groundwater resources that supply a common distribution  
17 system shall determine the volume of a withdrawal, consumptive  
18 use or diversion.

19 7. Connecting channels. The watershed of each Great Lake  
20 shall include its upstream and downstream connecting channels.

21 8. Transmission in water lines. Transmission of water  
22 within a line that extends outside the basin as it conveys water  
23 from one point to another within the basin shall not be  
24 considered a diversion if none of the water is used outside the  
25 basin.

26 9. Hydrologic units. The Lake Michigan and Lake Huron  
27 watersheds shall be considered to be a single hydrologic unit  
28 and watershed.

29 10. Bulk water transfer. A proposal to withdraw water and  
30 to remove it from the basin in any container greater than 5.7

1 gallons shall be treated under this compact in the same manner  
2 as a proposal for a diversion. Each party shall have the  
3 discretion, within its jurisdiction, to determine the treatment  
4 of proposals to withdraw water and to remove it from the basin  
5 in any container of 5.7 gallons or less.

6 Section 4.13. Exemptions.

7 Withdrawals from the basin for the following purposes are  
8 exempt from the requirements of Article 4.

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

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

15 Section 4.14. U.S. Supreme Court Decree: Wisconsin et al. v.  
16 Illinois et al.

17 1. Notwithstanding any terms of this compact to the  
18 contrary, with the exception of paragraph 5 of this section,  
19 current, new or increased withdrawals, consumptive uses and  
20 diversions of basin water by the State of Illinois shall be  
21 governed by the terms of the United States Supreme Court decree  
22 in Wisconsin et al. v. Illinois et al. and shall not be subject  
23 to the terms of this compact nor any rules or regulations  
24 promulgated pursuant to this compact. This means that, with the  
25 exception of paragraph 5 of this section, for purposes of this  
26 compact, current, new or increased withdrawals, consumptive uses  
27 and diversions of basin water within the State of Illinois shall  
28 be allowed unless prohibited by the terms of the United States  
29 Supreme Court decree in Wisconsin et al. v. Illinois et al.

30 2. The parties acknowledge that the United States Supreme

1 Court decree in Wisconsin et al. v. Illinois et al. shall  
2 continue in full force and effect, that this compact shall not  
3 modify any terms thereof, and that this compact shall grant the  
4 parties no additional rights, obligations, remedies or defenses  
5 thereto. The parties specifically acknowledge that this compact  
6 shall not prohibit or limit the State of Illinois in any manner  
7 from seeking additional basin water as allowed under the terms  
8 of the United States Supreme Court decree in Wisconsin et al. v.  
9 Illinois et al., any other party from objecting to any request  
10 by the State of Illinois for additional basin water under the  
11 terms of said decree, or any party from seeking any other type  
12 of modification to said decree. If an application is made by any  
13 party to the Supreme Court of the United States to modify said  
14 decree, the parties to this compact who are also parties to the  
15 decree shall seek formal input from the Canadian provinces of  
16 Ontario and Quebec, with respect to the proposed modification,  
17 use best efforts to facilitate the appropriate participation of  
18 said provinces in the proceedings to modify the decree, and  
19 shall not unreasonably impede or restrict such participation.

20 3. With the exception of paragraph 5 of this section,  
21 because current, new or increased withdrawals, consumptive uses  
22 and diversions of basin water by the State of Illinois are not  
23 subject to the terms of this compact, the State of Illinois is  
24 prohibited from using any term of this compact, including  
25 section 4.9, to seek new or increased withdrawals, consumptive  
26 uses or diversions of basin water.

27 4. With the exception of paragraph 5 of this section,  
28 because sections 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11,  
29 4.12 (paragraphs 1, 2, 3, 4, 6 and 10 only), and 4.13 of this  
30 compact all relate to current, new or increased withdrawals,

1 consumptive uses and diversions of basin waters, said provisions  
2 do not apply to the State of Illinois. All other provisions of  
3 this compact not listed in the preceding sentence shall apply to  
4 the State of Illinois, including the water conservation programs  
5 provisions of section 4.2.

6 5. In the event of a proposal for a diversion of basin water  
7 for use outside the territorial boundaries of the parties to  
8 this compact, decisions by the State of Illinois regarding such  
9 a proposal would be subject to all terms of this compact, except  
10 paragraphs 1, 3 and 4 of this section.

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

16 Section 4.15. Assessment of cumulative impacts.

17 1. The parties in cooperation with the provinces shall  
18 collectively conduct within the basin, on a lake watershed and  
19 St. Lawrence River Basin basis, a periodic assessment of the  
20 cumulative impacts of withdrawals, diversions and consumptive  
21 uses from the waters of the basin, every 5 years or each time  
22 incremental basin water losses reach 50 million gallons per day  
23 average in any 90-day period in excess of the quantity at the  
24 time of the most recent assessment, whichever comes first, or at  
25 the request of one or more of the parties. The assessment shall  
26 form the basis for a review of the standard of review and  
27 decision, council and party regulations and their application.  
28 This assessment shall:

29 A. utilize the most current and appropriate guidelines for  
30 such a review, which may include but not be limited to council

1 on environmental quality and Environment Canada guidelines;

2 B. give substantive consideration to climate change or other  
3 significant threats to basin waters and take into account the  
4 current state of scientific knowledge, or uncertainty, and  
5 appropriate measures to exercise caution in cases of uncertainty  
6 if serious damage may result;

7 C. consider adaptive management principles and approaches,  
8 recognizing, considering and providing adjustments for the  
9 uncertainties in, and evolution of science concerning the  
10 basin's water resources, watersheds and ecosystems, including  
11 potential changes to basin-wide processes, such as lake level  
12 cycles and climate.

13 2. The parties have the responsibility of conducting this  
14 cumulative impact assessment. Applicants are not required to  
15 participate in this assessment.

16 3. Unless required by other statutes, applicants are not  
17 required to conduct a separate cumulative impact assessment in  
18 connection with an application but shall submit information  
19 about the potential impacts of a proposal to the quantity or  
20 quality of the waters and water dependent natural resources of  
21 the applicable source watershed. An applicant may, however,  
22 provide an analysis of how their proposal meets the no  
23 significant adverse cumulative impact provision of the standard  
24 of review and decision.

25 ARTICLE 5

26 TRIBAL CONSULTATION

27 Section 5.1. Consultation with tribes.

28 1. In addition to all other opportunities to comment  
29 pursuant to section 6.2, appropriate consultations shall occur  
30 with federally recognized tribes in the originating party for

1 all proposals subject to council or regional review pursuant to  
2 this compact. Such consultations shall be organized in the  
3 manner suitable to the individual proposal and the laws and  
4 policies of the originating party.

5 2. All federally recognized tribes within the basin shall  
6 receive reasonable notice indicating that they have an  
7 opportunity to comment in writing to the council or the regional  
8 body, or both, and other relevant organizations on whether the  
9 proposal meets the requirements of the standard of review and  
10 decision when a proposal is subject to regional review or  
11 council approval. Any notice from the council shall inform the  
12 tribes of any meeting or hearing that is to be held under  
13 section 6.2 and invite them to attend. The parties and the  
14 council shall consider the comments received under this section  
15 before approving, approving with modifications or disapproving  
16 any proposal subject to council or regional review.

17 3. In addition to the specific consultation mechanisms  
18 described above, the council shall seek to establish mutually  
19 agreed upon mechanisms or processes to facilitate dialogue with,  
20 and input from federally recognized tribes on matters to be  
21 dealt with by the council; and, the council shall seek to  
22 establish mechanisms and processes with federally recognized  
23 tribes designed to facilitate on-going scientific and technical  
24 interaction and data exchange regarding matters falling within  
25 the scope of this compact. This may include participation of  
26 tribal representatives on advisory committees established under  
27 this compact or such other processes that are mutually agreed  
28 upon with federally recognized tribes individually or through  
29 duly authorized intertribal agencies or bodies.

30

ARTICLE 6

PUBLIC PARTICIPATION

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Section 6.1. Meetings, public hearings and records.

1. The parties recognize the importance and necessity of public participation in promoting management of the water resources of the basin. Consequently, all meetings of the council shall be open to the public, except with respect to issues of personnel.

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

Section 6.2. Public participation.

It is the intent of the council to conduct public participation processes concurrently and jointly with processes undertaken by the parties and through regional review. To ensure adequate public participation, each party or the council shall ensure procedures for the review of proposals subject to the standard of review and decision consistent with the following requirements:

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

2. Assure public accessibility to all documents relevant to an application, including public comment received.

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

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

ARTICLE 7

DISPUTE RESOLUTION AND ENFORCEMENT

Section 7.1. Good faith implementation.

Each of the parties pledges to support implementation of all provisions of this compact, and covenants that its officers and agencies shall not hinder, impair or prevent any other party carrying out any provision of this compact.

Section 7.2. Alternative dispute resolution.

1. Desiring that this compact be carried out in full, the parties agree that disputes between the parties regarding interpretation, application and implementation of this compact shall be settled by alternative dispute resolution.

2. The council, in consultation with the provinces, shall provide by rule procedures for the resolution of disputes pursuant to this section.

Section 7.3. Enforcement.

1. Any person aggrieved by any action taken by the council pursuant to the authorities contained in this compact shall be entitled to a hearing before the council. Any person aggrieved by a party action shall be entitled to a hearing pursuant to the relevant party's administrative procedures and laws. After exhaustion of such administrative procedures and laws. After exhaustion of such administrative remedies, (I) any aggrieved person shall have the right to judicial review of a council action in the United States District Courts for the District of Columbia or the district court in which the council maintains offices, provided such action is commenced within 90 days; and, (II) any aggrieved person shall have the right to judicial review of a party's action in the relevant party's court of competent jurisdiction, provided that an action or proceeding for such review is commenced within the time frames provided for

1 the by the party's law. For the purposes of this paragraph, a  
2 state or province is deemed to be an aggrieved person with  
3 respect to any party action pursuant to this compact.

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

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

19 3. Any aggrieved person, party or the council may commence a  
20 civil action in the relevant party's courts and administrative  
21 systems to compel any person to comply with this compact should  
22 any such person, without approval having been given, undertake a  
23 new or increased withdrawal, consumptive use or diversion that  
24 is prohibited or subject to approval pursuant to this compact.

25 A. No action under this subsection may be commenced if:

26 I. the originating party or council approval for the new or  
27 increased withdrawal, consumptive use or diversion has been  
28 granted; or,

29 II. the originating party or council has found that the new  
30 or increased withdrawal, consumptive use or diversion is not

1 subject to approval pursuant to this compact.

2 B. No action under this subsection may be commenced unless:

3 I. a person commencing such action has first given 60 days  
4 prior notice to the originating party, the council and person  
5 alleged to be in noncompliance; and,

6 II. neither the originating party nor the council has  
7 commenced and is diligently prosecuting appropriate enforcement  
8 actions to compel compliance with this compact.

9 The available remedies shall include equitable relief, and  
10 the prevailing or substantially prevailing party may recover the  
11 costs of litigation, including reasonable attorney and expert  
12 witness fees, whenever the court determines that such an award  
13 is appropriate.

14 4. Each of the parties may adopt provisions providing  
15 additional enforcement mechanisms and remedies including  
16 equitable relief and civil penalties applicable within its  
17 jurisdiction to assist in the implementation of this compact.

18 ARTICLE 8

19 ADDITIONAL PROVISIONS

20 Section 8.1. Effect on existing rights.

21 1. Nothing in this compact shall be construed to affect,  
22 limit, diminish or impair any rights validly established and  
23 existing as of the effective date of this compact under Federal  
24 or state law governing the withdrawal of waters of the basin.

25 2. Nothing contained in this compact shall be construed as  
26 affecting or intending to affect or in any way to interfere with  
27 the law of the respective parties relating to common law water  
28 rights.

29 3. Nothing in this compact is intended to abrogate or  
30 derogate from treaty rights or rights held by any tribe

1 recognized by the Federal Government of the United States based  
2 upon its status as a tribe recognized by the Federal Government  
3 of the United States.

4 4. An approval by a party or the council under this compact  
5 does not give any property rights, nor any exclusive privileges,  
6 nor shall it be construed to grant or confer any right, title,  
7 easement, or interest in, to or over any land belonging to or  
8 held in trust by a party; neither does it authorize any injury  
9 to private property or invasion of private rights, nor  
10 infringement of Federal, state or local laws or regulations; nor  
11 does it obviate the necessity of obtaining Federal assent when  
12 necessary.

13 Section 8.2. Relationship to agreements concluded by the United  
14 States of America.

15 1. Nothing in this compact is intended to provide nor shall  
16 be construed to provide, directly or indirectly, to any person  
17 any right, claim or remedy under any treaty or international  
18 agreement nor is it intended to derogate any right, claim or  
19 remedy that already exists under any treaty or international  
20 agreement.

21 2. Nothing in this compact is intended to infringe nor shall  
22 be construed to infringe upon the treaty power of the United  
23 States of America, nor shall any term hereof be construed to  
24 alter or amend any treaty or term thereof that has been or may  
25 hereafter be executed by the United States of America.

26 3. Nothing in this compact is intended to affect nor shall  
27 be construed to affect the application of the Boundary Waters  
28 Treaty of 1909 whose requirements continue to apply in addition  
29 to the requirements of this compact.

30 Section 8.3. Confidentiality.

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

5 2. A party may take measures, including but not limited to  
6 deletion and redaction, deemed necessary to protect any  
7 confidential, proprietary or commercially sensitive information  
8 when distributing information to other parties. The party shall  
9 summarize or paraphrase any such information in a manner  
10 sufficient for the council to exercise its authorities contained  
11 in this 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  
15 or enforce any additional conditions and restrictions regarding  
16 the 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  
25 this compact to be void or unenforceable, it shall be considered  
26 severable from those portions of the compact capable of  
27 continued implementation in the absence of the voided  
28 provisions. All other provisions capable of continued  
29 implementation shall continue in full force and effect.

30 Section 8.7. Duration of compact and termination.



1 sealed in nine identical original copies by the respective chief  
2 executives of the signatory parties. One such copy shall be  
3 filed with the Secretary of State of each of the signatory  
4 parties or in accordance with the laws of the state in which the  
5 filing is made, and one copy shall be filed and retained in the  
6 archives of the council upon its organization. The signatures  
7 shall be affixed and attested under the following form:

8       In witness whereof, and in evidence of the adoption and  
9 enactment into law of this compact by the legislatures of the  
10 signatory parties and consent by the Congress of the United  
11 States, the respective Governors do hereby, in accordance with  
12 the authority conferred by law, sign this compact in nine  
13 duplicate original copies, attested by the respective  
14 Secretaries of State, and have caused the seals of the  
15 respective states to be hereunto affixed this \_\_\_\_\_ day of  
16 (Month), (Year).

17 Section 3. When and how compact becomes operative.

18       (a) General rule.--When the following conditions occur:

19           (1) the Governor executes the Great Lakes-St. Lawrence  
20 River Basin Water Resources Compact on behalf of this State  
21 and files a verified copy thereof with the Secretary of the  
22 Commonwealth;

23           (2) the compact is ratified by one or more other states;  
24 and

25           (3) the Congress of the United States confers its  
26 consent or approval to the compact,

27 then the compact shall become operative and effective between  
28 this State and such other state or states. The Governor is  
29 hereby authorized and directed to take such action as may be  
30 necessary to complete the exchange of official documents between

1 this State and any other state ratifying the compact.

2 (b) Notice in Pennsylvania Bulletin.--The Secretary of the  
3 Commonwealth shall publish a notice in the Pennsylvania Bulletin  
4 when the conditions set forth in subsection (a) are satisfied  
5 and shall include in the notice the date on which the Great  
6 Lakes-St. Lawrence River Basin Water Resources Compact became  
7 effective and operative between this State and any other state  
8 or states in accordance with this act.

9 Section 4. Expiration.

10 (a) Notice in Pennsylvania Bulletin.--If the Congress of the  
11 United States has failed to confer its consent and approval to  
12 the compact authorized by this act as of January 1, 2011, then  
13 the Secretary of the Commonwealth shall publish a notice in the  
14 Pennsylvania Bulletin within 30 days after January 1, 2011,  
15 stating such failure.

16 (b) Effect of publication.--This act shall expire  
17 immediately upon publication of the notice under subsection (a).

18 Section 5. Effective date.

19 This act shall take effect immediately.