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GREAT LAKES BASIN WATER RESOURCES COMPACT

WHEREAS, the Great Lakes Basin Water Resources are precious public natural resources, shared and held in trust by the Great Lakes States; and,

WHEREAS, the Signatory Parties recognize the Great Lakes are valuable regional, national and international resources for which they have a joint responsibility; and,

WHEREAS, the Federal Governments of the United States and Canada through the International Joint Commission have, in partnership with the Great Lakes States and the Provinces of Ontario and Québec, an important, continuing and abiding role in the Great Lakes as boundary waters; and,

WHEREAS, the Waters of the Great Lakes Basin are interconnected and part of a single hydrologic system. The multiple uses of these resources for municipal, industrial and agricultural water supply; mining; navigation; hydroelectric power and energy production; recreation; and, the maintenance of fish and wildlife habitat and a balanced ecosystem are interdependent; and,

WHEREAS, studies conducted by the International Joint Commission, the Great Lakes States and Provinces, and other agencies have found that without careful and prudent management, the future development of Diversions and Consumptive Uses of the Great Lakes Basin Water Resources may have significant adverse impacts on the environment, economy, and welfare of the Great Lakes region; and,

WHEREAS, as trustees of the Great Lakes Basin's natural resources, the Great Lakes States and Provinces have a shared duty to protect, conserve, and manage the renewable but finite Waters of the Great Lakes Basin for the use, benefit and enjoyment of all their citizens, including generations yet to come. The most effective means of protecting, conserving and managing the Water Resources of the Great Lakes is through the joint pursuit of unified and cooperative principles, policies and programs mutually agreed upon, enacted and adhered to by each and every Great Lakes State; and,

WHEREAS, management of the Great Lakes Basin Water Resources is subject to the jurisdiction, rights and responsibilities of the Signatory Parties. Effective management of the Great Lakes Basin Water Resources requires the joint exercise of such jurisdiction, rights and responsibilities in the interest of all the people of the Great Lakes Region, acting in a continuing spirit of comity and mutual cooperation. The Signatory Parties reaffirm the mutual rights and obligations of all Basin jurisdictions to use, conserve and protect Great Lakes Basin Water Resources, as expressed in the Boundary Waters Treaty of 1909, the Great Lakes Water Quality Agreement of 1978, the Great Lakes Charter of 1985, the Great Lakes Charter Annex of 2001, and the principles of other applicable international agreements; and,

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WHEREAS, in Section 1962d-20(b)2 of the Water Resources Development Act of 1986, as amended in 2000, the U.S. Congress declared as its “purpose and policy...to encourage the Great Lakes States, in consultation with the Provinces of Ontario and Québec, to develop and implement a mechanism that provides a common conservation standard embodying the principles of water conservation and resource improvement for making decisions concerning the Withdrawal and use of water from the Great Lakes Basin;” and,

WHEREAS, the Great Lakes States and Provinces have established a set of principles to guide them in developing, maintaining and strengthening the regional management regime for the Great Lakes Basin Ecosystem. Protecting, conserving, restoring and improving the Great Lakes is the foundation upon which decisions concerning water resource management are based.

NOW THEREFORE:

The States of Illinois, Indiana, Michigan, Minnesota, New York, Ohio, Wisconsin and the Commonwealth of Pennsylvania hereby solemnly covenant and agree with each other, upon enactment of concurrent legislation by the respective State legislatures and consent by the Congress of the United States to this Compact as follows:

ARTICLE 1

SHORT TITLE, DEFINITIONS, PURPOSES AND DURATION

Section 1.1. Short Title. This act shall be known and may be cited as the “Great Lakes 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:

Consumptive Use means that portion of Water Withdrawn or withheld from the Great Lakes Basin that is lost or otherwise not returned to the Great Lakes Basin due to evaporation, incorporation into products or other processes.

Council means the Great Lakes Basin Water Resources Council, created by this Compact.

Cumulative Impacts means the impact on the Great Lakes Basin Ecosystem that results from incremental effects of the proposal in addition to other past, present and reasonably foreseeable future proposals regardless of who undertakes the other proposals. Cumulative Impacts can result from individually minor but collectively significant proposals taking place over a period of time.

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Diversion means a transfer of Water from the Great Lakes Basin into another watershed, or from the watershed of one of the Great Lakes into that of another, by any means.

Environmentally Sound and Economically Feasible Water Conservation Measures means any beneficial reduction in water loss, waste or use accomplished by the implementation of water management practices and water-efficiency measures. Water management practices and water efficiency measures must be economically feasible based on a cost-benefit analysis that includes avoided environmental and economic costs.

Great Lakes Basin means the watershed of the Great Lakes and the St. Lawrence River upstream from Trois-Rivières, Québec within the jurisdiction of the Great Lakes States.

Great Lakes Basin Ecosystem means the interacting components of air, land, water and living organisms, including humankind, within the Great Lakes Basin.

Great Lakes Provinces means the Provinces of Ontario and Québec.

Great Lakes Region means the geographic region composed of the Great Lakes States.

Great Lakes States or State means the States of Illinois, Indiana, Michigan, Minnesota, New York, Ohio, and Wisconsin, the Commonwealth of Pennsylvania, collectively or individually.

Improvement to the Waters and Water Dependent Natural Resources of the Great Lakes Basin means additional beneficial, restorative effects to the physical, chemical or biological integrity of the Waters and Water Dependent Natural Resources of the Basin, resulting from associated Environmentally Sound and Economically Feasible Water Conservation Measures, enhancement or restoration measures which include, but are not limited to, such practices as mitigating adverse effects of existing Water Withdrawals, restoring environmentally sensitive areas or implementing Environmentally Sound and Economically Feasible Water Conservation Measures in areas or facilities that are not part of the specific proposal undertaken by or on behalf of the withdrawer.

New or Increased Diversion or Consumptive Use means a new Diversion or Consumptive Use or increase in an existing Diversion or Consumptive Use commencing after the effective date of the Standard of Review and Decision.

Person means any person, individual, partnership, corporation, body politic, municipality, State, Province or any other legal entity public or private.

Regional Review means the collective review by all Great Lakes States and Provinces as described in Article 8 of this Compact.

Return Flow means the remaining portion of Water Withdrawn which returns naturally or is returned to the Source Watershed after use and thus becomes available for further use in the Great Lakes Basin.

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Signatory Party means a State or Commonwealth party to this Compact.

Source Watershed means the watershed from which the Water Withdrawal originates. If Water is Withdrawn directly from a Great Lake or from the St. Lawrence River, then the Source Watershed shall be considered to be the watershed of that Great Lake or the watershed of the St. Lawrence River, respectively. If Water is Withdrawn from the watershed of a stream that is a direct tributary to a Great Lake or a direct tributary to the St. Lawrence River, then the Source Watershed shall be considered to be the watershed of that direct tributary stream.

Standard of Review and Decision means the Standard as outlined in Articles 8 and 9 of this Compact.

Water Dependent Natural Resources means the interacting components of land, water and living organisms affected by the Waters of the Great Lakes Basin.

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

Withdrawal means the taking of Water from surface or groundwater, by any means.

Section 1.3. Purposes and Findings.

The legislative bodies of the respective Signatory Parties hereby find and declare:

The major purposes of this Compact are to advance the substantial public interest of protecting, conserving and restoring the overall environmental balance and physical, chemical and biological integrity of the Waters and Water Dependent Natural Resources of the Great Lakes Basin; to promote interstate and State-Province comity; to remove causes of present and future controversies; to provide for cooperative planning and action by the Signatory Parties with respect to such Water resources; and, to apply the principle of equal and uniform treatment to all Water users who are similarly situated without regard to established political boundaries.

ARTICLE 2 ORGANIZATION

Section 2.1. Council Created.

The Great Lakes Basin Water Resources Council (hereinafter Council) is hereby created as a body politic and corporate, with succession for the duration of this Compact, as an agency and instrumentality of the governments of the respective Signatory Parties.

Section 2.2. Council Membership.

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

Section 2.3. Alternates.

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

Section 2.4. Voting Power.

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

- 1) Unless otherwise stated, the rule of decision shall be by a simple majority.
- 2) The Standard of Review and Decision contained in Articles 8 and 9 of this Compact (Standard) may be revised by regulation duly adopted in accordance with Section 3.6 of this Compact after consultation with the Great Lakes Provinces and upon unanimous vote by all eight Council members.
- 3) The Council shall annually adopt a budget for each fiscal year and the amount required to balance the budget shall be apportioned equitably among the Signatory Parties by unanimous vote of the Council.
- 4) The participation of Council members from a majority of the Signatory Parties shall constitute a quorum for the transaction of business at any meeting of the Council.

Section 2.5. Organization and Procedure.

The Council shall provide for its own organization and procedure, and may adopt rules and regulations governing its meetings and transactions, as well as the procedures and timeline for submission, review and consideration of proposals that come before the Council for its review or approval. The Council shall organize, annually, by the election of a chairperson and vice-chairperson from among its members. Each member may appoint an advisor, who may attend all meetings of the Council and its committees, but shall not have voting power.

The Council may employ or appoint professional and administrative personnel, including an Executive Director, as it may deem advisable, to carry out the purposes of this Compact.

Section 2.6. Use of Existing Offices and Agencies.

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

- 1) Advise, consult, contract, assist or otherwise cooperate with any and all such agencies; and,
- 2) Employ any other agency or instrumentality of any of the Signatory Parties for any purpose; and,

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

Section 2.7. Jurisdiction.

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

Section 2.8. Status, Immunities and Privileges.

- 1) The Council, its members and personnel in their official capacity and when engaged directly in the affairs of the Council, its property and its assets, wherever located and by whomsoever held, shall enjoy the same immunity from suit and every form of judicial process as is enjoyed by the Signatory Parties, except to the extent that the Council may expressly waive its immunity for the purposes of any proceedings or by the terms of any contract.
- 2) The property and assets of the Council, wherever located and by whomsoever held, shall be considered public property and shall be immune from search, requisition, confiscation, expropriation or any other form of taking or foreclosure by executive or legislative action.
- 3) The Council, its property and its assets, income and the operations it carries out pursuant to this Compact shall be immune from all taxation by or under the authority of any of the Signatory Parties or any political subdivision thereof; provided, however, that in lieu of property taxes the Council may make reasonable payments to local taxing districts in annual amounts which shall approximate the taxes lawfully assessed upon similar property.

Section 2.9. Advisory Committees.

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

**ARTICLE 3
POWERS AND DUTIES**

Section 3.1. General.

The Waters and Water Dependent Natural Resources of the Great Lakes Basin within the territorial Waters of the Signatory Parties are subject to the sovereign right and responsibilities of the Signatory Parties, and it is the purpose of this Compact to provide for joint exercise of such powers of sovereignty by the Council in the common interests of the people of the region, in the manner and to the extent provided in this Compact. The Council members shall use the Standard of Review and Decision and procedures

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contained in or adopted pursuant to this Compact as the means to exercise their authority to approve New or Increased Diversions or Consumptive Uses.

The Council shall develop and effectuate plans and policies relating to Great Lakes Basin Water Resources. It shall adopt and promote uniform and coordinated policies for Water resources conservation and management in the Great Lakes Basin. It shall encourage the planning, development and operation of Water resources proposals according to such plans and policies.

Section 3.2. New or Increased Diversions and Consumptive Uses.

- 1) No New or Increased Diversion or Consumptive Use proposal subject to review under Articles 8 or 9 of this Compact shall hereafter be undertaken by any Person unless it shall have been first submitted to and approved by the Great Lakes State in which the Withdrawal occurs. An application for an approval of a New or Increased Consumptive Use or Diversion shall be presented to the State in such manner and with such accompanying information as the State shall prescribe.
- 2) No Signatory Party shall approve a New or Increased Consumptive Use or Diversion proposal if the Signatory Party determines that the proposal is inconsistent with the Standard of Review and Decision or any implementing rules or regulations promulgated thereunder. The Signatory Party may approve, approve with modifications or disapprove any proposal depending on the proposal's consistency with the Standard of Review and Decision.
- 3) For any application that is approved, the State shall monitor the implementation of any approved proposal to ensure that it is consistent with the approval and may take all enforcement actions necessary to ensure that the use meets the terms of its approval.

Section 3.3. New or Increased Diversions—Proposals Subject to Regional Review and Council Review.

No New or Increased Diversion subject to Regional Review shall hereafter be approved by any Signatory Party or the Council unless it shall have been first submitted to and reviewed by the Great Lakes States and Provinces and approved by the Council as consistent with the Standard of Review and Decision. Council approval shall be given unless one or more Council Members disapproves.

Section 3.4. New or Increased Consumptive Uses—Proposals Subject to Regional Review and Council Review.

No New or Increased Consumptive Use subject to Regional Review shall hereafter be approved by any State or the Council unless it shall have been first submitted to and reviewed by the Great Lakes States and Provinces and approved by the Council as consistent with the Standard of Review and Decision. Council approval shall be given unless three or more Council Members disapprove.

Section 3.5. General Powers.

The Council may: plan; conduct research and collect, compile, analyze, interpret, report and disseminate data on Water resources and uses; forecast Water levels; conduct special

investigations; institute court actions; design, acquire, construct, reconstruct, own, operate, maintain, control, sell and convey real and personal property and any interest therein as it may deem necessary, useful or convenient to carry out the purposes of the Compact; make contracts; receive and accept such payments, appropriations, grants, gifts, loans, advances and other funds, properties and services as may be transferred or made available to it by any Signatory Party or by any other public or private agency, corporation or individual; and exercise such other and different powers as may be delegated to it by this Compact or otherwise pursuant to law, and have and exercise all powers necessary or convenient to carry out its express powers or which may be reasonably implied therefrom.

Section 3.6. Rules and Regulations.

The Council and each Signatory Party may promulgate and enforce such rules and regulations as may be necessary for the implementation and enforcement of this Compact, including establishing reasonable fees for the review of New or Increased Consumptive Uses and Diversions. The Council may adopt practices and schedules, fees and charges for or in connection with the use, maintenance and administration of facilities it may own or operate, and any product or service rendered. Any rule or regulation of the Council, other than one which deals solely with the internal management of the Council or its property, shall be adopted only after public notice and hearing.

Section 3.7. Public Participation.

It is the intent of the Council to conduct public participation processes concurrently and jointly with processes undertaken by the Signatory Parties and through the Regional Review process. To ensure adequate public participation, each Signatory Party or the Council shall ensure procedures for the review of proposals subject to the Standard of Review and Decision of this Compact consistent with the following requirements:

- 1) Provide public notification of receipt of all proposal 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 a proposal application, including public comment received.
- 3) Provide guidance on standards for determining whether to conduct a public meeting or hearing for a proposal application, time and place of such a meeting(s) or hearing(s), 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.

Section 3.8. Consultation with Tribes

- 1) In addition to all other opportunities to comment pursuant to Section 3.7, appropriate consultations will occur with federally recognized Tribes in the originating State for all New or Increased Withdrawals or Diversions that are subject to review by the Council pursuant to this Compact. Such consultations shall be organized in the manner suitable to the individual proposal and the laws and policies of the originating State.
- 2) All federally recognized Tribes within the Great Lakes Basin shall receive reasonable notice indicating that they have an opportunity to comment in writing to the Council

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and other relevant organizations on whether the proposal meets the requirements of the Standard of Review and Decision when a New or Increased Withdrawal or Diversion is subject to Council Review. The notice from the Council shall inform the Tribes of any meeting or hearing that is to be held under Section 3.7 and invite them to attend.

- 3) The States and the Council shall consider the comments that it receives under this Section before approving, approving with modifications or disapproving any New or Increased Withdrawal or Diversion.

Section 3.9. Enforcement.

- 1) Any Person aggrieved by any action taken pursuant to the authorities contained in this Compact shall be entitled to a hearing before the Council for a Council action, or for a Signatory Party action pursuant to the relevant Signatory Party's administrative procedures and laws and, after exhaustion of administrative remedies, shall have the right to judicial review of such action in the relevant Signatory Party's court of competent jurisdiction, provided that an action or proceeding for such review is commenced within the timeframes provided for by the Signatory Party's law, or of the Council action in 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.
- 2) Any Signatory Party or the Council may issue such orders and may initiate such actions to compel compliance with the provisions granting authority to each by this Compact, the rules and regulations promulgated thereunder by each, any order or approval issued by each, in any court of competent jurisdiction. For a Signatory Party, jurisdiction is granted to the Signatory Party's judicial system. For the Council, jurisdiction is granted to the court of the relevant Signatory Party, as well as the United States District Courts for the District of Columbia and the District Court in which the Council maintains offices. The remedies available to any such court shall include, but not be limited to, equitable relief and civil penalties.
- 3) Upon the affirmative vote of seven of the Council members, the Council may petition a court of competent jurisdiction to suspend a Signatory Party's right to vote on the Council if the court finds such party to be in violation of its duties under this Compact, but only after procedures for dispute resolution in Article 4 have been utilized. Such suspension shall be terminated by the court when the party is no longer in violation of this Compact in the manner cited for suspension. For the purposes of this Section, jurisdiction is granted to the United States District Courts for the District of Columbia or the District Court in which the Council maintains offices.
- 4) Any aggrieved Person or the Council may commence a civil action in the relevant Signatory Party's courts and administrative systems to compel any Person to comply with this Compact should any such Person, without approval having been given, undertake a New or Increased Diversion or Consumptive Use that is subject to approval pursuant to this Compact. The available remedies shall include equitable relief and the prevailing party may recover the costs of litigation, including reasonable attorney and expert witness fees.

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Section 3.10. U.S. Supreme Court Decree: Wisconsin et al. v. Illinois et al.

- 1) For the Withdrawal of Great Lakes Basin Water by the State of Illinois authorized by the United States Supreme Court decree in Wisconsin et al. v. Illinois et al., no such Withdrawal shall be subject to Articles 8 or 9, except paragraph 9.1 hereunder.
- 2) If an application is made by any party to the Supreme Court of the United States to amend the decree, the parties to this agreement who are also parties to the decree shall seek formal input from the Canadian Provinces of Ontario and Québec, parties to the Great Lakes Basin Sustainable Water Resources Agreement, with respect to the proposed amendment, use best efforts to facilitate the appropriate participation of the Provinces in the proceedings to amend the decree, shall not unreasonably impede or restrict such participation, and consider the extent to which the criteria of the Standard of Review and Decision are relevant and feasible.

Section 3.11. Program Review and Findings.

The Council may periodically in cooperation with the Provinces review its Water management programs and those of the Signatory Parties that are established in this Compact and make findings on whether the Water management program requirements in this Compact are being met.

**ARTICLE 4
DISPUTE RESOLUTION**

Section 4.1. Good Faith Implementation.

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

Section 4.2. Alternative Dispute Resolution.

- 1) Desiring that this Compact be carried out in full, the Signatory 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 Great Lakes Provinces, shall provide by rule procedures for the resolution of disputes pursuant to this section.

**ARTICLE 5
GENERAL PROVISIONS**

Section 5.1. Meetings, Public Hearings and Records.

- 1) The Signatory Parties recognize the importance and necessity of public participation in promoting management of the Water Resource of the Great Lakes 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 5.2. Effect on Existing Rights.

- 1) Nothing in this Compact shall be construed to affect, limit, diminish or impair any rights validly established and existing as of the effective date of this Compact under State or federal law to the Withdrawal of the Water of the Great Lakes Basin.
- 2) Nothing contained in this Compact shall be construed as affecting or intending to affect or in any way to interfere with the law of the respective Signatory Parties relating to common law water rights.

Section 5.3 Confidentiality.

- 1) Nothing in this Compact requires a Signatory Party to breach confidentiality obligations or requirements prohibiting disclosure, to compromise security or commercially sensitive or proprietary information.
- 2) A Signatory Party may take measures, including but not limited to deletion and redaction, deemed necessary to protect any confidential, proprietary or commercially sensitive information when distributing information to other Signatory Parties. The Signatory Party shall summarize or paraphrase any such information in a manner sufficient for the Council to exercise its authorities contained in this Compact.

Section 5.4. Additional Laws.

Nothing in this Compact shall be construed to repeal, modify or qualify the authority of any Signatory Party to enact any legislation or enforce any additional conditions and restrictions to lessen or prevent the pollution of Waters within its jurisdiction.

Section 5.5. Amendments and Supplements.

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

Section 5.6. Severability.

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

Section 5.7. Effective Date.

This Compact shall become effective when ratified via concurring legislation by the legislatures of each of the eight Signatory Parties and consented to by the Congress of the United States.

Section 5.8. Duration of Compact and Termination.

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

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

ARTICLE 6 EFFECTUATION

Section 6.1. Repealer.

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

Section 6.2. Effectuation by Chief Executive.

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

Section 6.3. Entire Agreement.

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

ARTICLE 7 AUTHORITY TO COLLECT DATA

Section 7.1. Water Resources Inventory.

- 1) The Signatory Party shall have the authority to develop and maintain, in cooperation with local, State, federal, and private agencies and entities, a Water resources inventory for the collection, interpretation, storage, retrieval exchange, and dissemination of information concerning the Water resources of the Signatory Party, including, but not limited to, information on the location, type, quantity, and use of those resources and the location, type, and quantity of Diversions and Consumptive Uses of Great Lakes Water. All agencies of the Signatory Party shall cooperate with the Signatory Party in the development and maintenance of the inventory.
- 2) The Signatory Parties shall cooperate with the other Great Lakes States and Provinces to develop a common base of data regarding the management of the Water Resources of the Great Lakes Basin and to establish systematic arrangements for the exchange of those data.

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Section 7.2. Registration and Reporting of Withdrawals.

- 1) Any Person who Withdraws Waters of the Great Lakes Basin within the jurisdiction of the Signatory Party in an amount greater than 100,000 gallons per day average in any 30 day period from all sources, or diverts Water out of the Great Lakes Basin, shall register the Withdrawal or Diversion by a date set by the Council. The person shall register the Withdrawal or Diversion with the Signatory Party using a form prescribed by the Signatory Party that shall include, without limitation, the name and address of the registrant and date of registration; the locations and sources of the Withdrawal or Diversion; the capacity of the Withdrawal or Diversion per day and the amount Withdrawn or Diverted from each source; the uses made of the Water, places of use and places of discharge; and such other information as the Signatory Party may require. All registrations will be required to include an estimate of the volume of the Withdrawal in terms of gallons per day average in any 30-day period in accordance with applicable Signatory Party law.
- 2) Each registrant will be required to report the volume of the Withdrawal annually in accordance with applicable Signatory Party law.
- 3) The Great Lakes States will gather accurate and comparable information on all Great Lakes Basin Water Withdrawals in excess of 100,000 gallons per day average in any 30 day period and all Great Lakes Basin Diversions. Users will be required to annually report the monthly volumes of the Withdrawal, Consumptive Use and Diversion in gallons to the State in which the Withdrawal occurs. This information will be annually reported to a Great Lakes Regional Water Use Data Base Repository and will be made publicly available.
- 4) Information gathered by the Great Lakes States pursuant to this Article will be used to improve the sources and applications of scientific information regarding the Waters of the Great Lakes Basin and the impacts of the Withdrawals and Diversions from various locations and Water sources on the ecosystem, and to better understand the role of groundwater in the Great Lakes Basin. The Great Lakes States will coordinate the collection and application of scientific information to further develop a mechanism by which individual and cumulative impacts of Water Withdrawals and Diversions will be assessed.

ARTICLE 8

**REGIONAL REVIEW AND COUNCIL REVIEW OF PROPOSALS AND THE
STANDARD OF REVIEW AND DECISION**

Section 8.1. Regional Review by the Great Lakes States and Great Lakes Provinces.

It is the intention of the Signatory Parties to this Compact to participate in Regional Review of proposals under this Article 8 with the Great Lakes States and Great Lakes Provinces. Regional Review of proposals may include, but not be limited to, notice and consultation and public participation. Signatory Parties and the Council shall consider any findings resulting from such review.

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Section 8.2. Council Review for Diversions.

A New or Increased Diversion of 1 million gallons per day or greater average in any 120 day period will be subject to Council Review and declared consistent with the Standard of Review and Decision and approved by the Council as appropriate only when:

- 1) There is no reasonable water supply alternative within the basin or the watershed of the Great Lake in which the Water is proposed for use, including the efficient use and conservation of existing water supplies; and,
- 2) The Withdrawal of Great Lakes Basin Water will be limited to quantities that are considered reasonable for the purposes for which they are proposed; and,
- 3) All Water Withdrawn from the Great Lakes Basin shall be returned to the Great Lakes Basin less an allowance for Consumptive Use of the applicable water use sector. Water Withdrawn directly from a Great Lake or from the St. Lawrence River shall be returned to the watershed of that Great Lake or the watershed of the St. Lawrence River, respectively. Water Withdrawn from a watershed of a stream that is a direct tributary to a Great Lake or a direct tributary to the St. Lawrence River shall be returned to the watershed of that Great Lake or the watershed of the St. Lawrence River, respectively, with a preference to the direct tributary stream watershed from which it was Withdrawn; and,
- 4) The Withdrawal will be implemented so as to ensure that it will result in no significant individual or cumulative adverse impacts to the quantity or quality of the Waters and Water Dependent Natural Resources of the Great Lakes Basin with consideration given to the potential Cumulative Impacts of any precedent-setting consequences associated with the proposal; and,
- 5) The Withdrawal proposal shall incorporate a conservation plan, demonstrating how Environmentally Sound and Economically Feasible Water Conservation Measures will be implemented to minimize Water Withdrawals or Consumptive Use; and,
- 6) The Withdrawal proposal shall incorporate a proposal for an Improvement to the Waters and Water Dependent Natural Resources of the Great Lakes Basin, demonstrating how measures will be implemented to improve the physical, chemical or biological integrity of the Waters and Water Dependent Natural Resources of the Great Lakes Basin; and,
- 7) The Withdrawal will be implemented so as to ensure that it is in compliance with all applicable State and federal laws as well as regional interstate and international agreements.
- 8) The State in which the proposal originates will be responsible for declaring whether proposals are consistent or inconsistent with the Standard of Review and Decision under Section 8.2 paragraph 6 for New or Increased Diversions 1 million gallons per day or greater average in any 120 day period and less than 3 million gallons per day average in any 120 day period.

Section 8.3. Council Review for Consumptive Uses.

A New or Increased Consumptive Use of 5 million gallons per day or greater average in any 120 day period will be subject to Council Review under this Compact and declared consistent with the Standard of Review and Decision and approved by the Council as appropriate only when:

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- 1) The need for all or part of the proposed Water Withdrawal cannot be reasonably avoided through the efficient use and conservation of existing Water supplies; and,
- 2) The Withdrawal of Great Lakes Basin Water will be limited to quantities that are considered reasonable for the purposes for which they are proposed; and,
- 3) All Water Withdrawn from the Great Lakes Basin shall be returned to the Great Lakes Basin less an allowance for Consumptive Use of the applicable water use sector. Water Withdrawn directly from a Great Lake or from the St. Lawrence River shall be returned to the watershed of that Great Lake or the watershed of the St. Lawrence River, respectively. Water Withdrawn from a watershed of a stream that is a direct tributary to a Great Lake or a direct tributary to the St. Lawrence River shall be returned to the watershed of that Great Lake or the watershed of the St. Lawrence River, respectively, with a preference to the direct tributary stream watershed from which it was Withdrawn; and,
- 4) The Withdrawal will be implemented so as to ensure that it will result in no significant individual or cumulative adverse impacts to the quantity or quality of the Waters and Water Dependent Natural Resources of the Great Lakes Basin with consideration given to the potential Cumulative Impacts of any precedent-setting consequences associated with the proposal; and,
- 5) The Withdrawal proposal shall incorporate a conservation plan, demonstrating how Environmentally Sound and Economically Feasible Water Conservation Measures will be implemented to minimize Water Withdrawals or Consumptive Use; and,
- 6) The Withdrawal proposal shall incorporate a proposal for an Improvement to the Waters and Water Dependent Natural Resources of the Great Lakes Basin, demonstrating how measures will be implemented to improve the physical, chemical or biological integrity of the Waters and Water Dependent Natural Resources of the Great Lakes Basin; and,
- 7) The Withdrawal will be implemented so as to ensure that it is in compliance with all applicable State, and federal laws as well as regional interstate and international Agreements.

Section 8.4. Council Review for Combined Diversions and Consumptive Uses.

A New or Increased Diversion and a Consumptive Use where the total combined Diversion and Consumptive Use is 5 million gallons per day or greater average in any 120 day period shall be addressed in the manner prescribed in Section 8.2 or 8.3 as appropriate even though the Diversion component is less than 1 million gallons per day average in every 120 day period and the Consumptive Use component is less than 5 million gallons per day average in every 120 day period.

ARTICLE 9

JURISDICTIONAL PROGRAMS AND THE STANDARD OF REVIEW AND DECISION

Section 9.1. Signatory Party Water Conservation Programs.

The Signatory Parties will implement mutually agreed upon measures to promote the efficient use and conservation of the Waters of the Great Lakes Basin within their

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jurisdictions. The Signatory Parties will implement programs to promote Environmentally Sound and Economically Feasible Water Conservation Measures to minimize existing Great Lakes Basin Withdrawals, Consumptive Uses and Diversions.

Section 9.2. Jurisdictional Review for Diversions.

A New or Increased Diversion of less than 1 million gallons per day average in any 120 day period will be managed and regulated by the individual Signatory Party and declared consistent with the Standard of Review and Decision and approved as appropriate only when:

- 1) There is no reasonable Water supply alternative within the basin or the watershed of the Great Lake in which the Water is proposed for use, including the efficient use and conservation of existing water supplies; and,
- 2) The Withdrawal of Great Lakes Basin Water will be limited to quantities that are considered reasonable for the purposes for which they are proposed; and,
- 3) All Water Withdrawn from the Great Lakes Basin shall be returned to the Great Lakes Basin less an allowance for Consumptive Use of the applicable water use sector. Water Withdrawn directly from a Great Lake or from the St. Lawrence River shall be returned to the watershed of that Great Lake or the watershed of the St. Lawrence River, respectively. Water Withdrawn from a watershed of a stream that is a direct tributary to a Great Lake or a direct tributary to the St. Lawrence River shall be returned to the watershed of that Great Lake or the watershed of the St. Lawrence River, respectively, with a preference to the direct tributary stream watershed from which it was Withdrawn. An individual jurisdiction may grant an exemption to this Return Flow requirement only when the applicant demonstrates that the Diversion of Great Lakes Basin Water is less than 250,000 gallons per day average in every 120 day period and is exclusively for public water supply uses in areas less than 12 miles from the Basin boundary where adequate quantities of potable-quality water are not available; and,
- 4) The Withdrawal will be implemented so as to ensure that it will result in no significant individual or cumulative adverse impacts to the quantity or quality of the Waters and Water Dependent Natural Resources of the Great Lakes Basin with consideration given to the potential Cumulative Impacts of any precedent-setting consequences associated with the proposal; and,
- 5) Environmentally Sound and Economically Feasible Water Conservation Measures will be implemented to minimize Water Withdrawals or Consumptive Use; and,
- 6) The Withdrawal proposal shall incorporate a proposal for an Improvement to the Waters and Water Dependent Natural Resources of the Great Lakes Basin, demonstrating how measures will be implemented to improve the physical, chemical or biological integrity of the Waters and Water Dependent Natural Resources of the Great Lakes Basin; and,
- 7) The Withdrawal will be implemented so as to ensure that it is in compliance with all applicable State and federal laws as well as regional interstate and international agreements.

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Section 9.3. Jurisdictional Review for Withdrawals.

As soon as possible, but no later than 10 years from the effective date of this Compact, a Withdrawal greater than 100,000 gallons per day average in any 120 day period will be managed and regulated by the individual Signatory Party. Proposals will be declared consistent with the Standard of Review and Decision and approved as appropriate only when:

- 1) The need for all or part of the proposed Water Withdrawal cannot be reasonably avoided through the efficient use and conservation of existing water supplies; and
- 2) The Withdrawal of Great Lakes Basin Water will be limited to quantities that are considered reasonable for the purposes for which they are proposed; and,
- 3) All Water Withdrawn from the Great Lakes Basin shall be returned to the Great Lakes Basin less an allowance for Consumptive Use of the applicable water use sector. Water Withdrawn directly from a Great Lake or from the St. Lawrence River shall be returned to the watershed of that Great Lake or the watershed of the St. Lawrence River, respectively. Water Withdrawn from a watershed of a stream that is a direct tributary to a Great Lake or a direct tributary to the St. Lawrence River shall be returned to the watershed of that Great Lake or the watershed of the St. Lawrence River, respectively, with a preference to the direct tributary stream watershed from which it was Withdrawn; and,
- 4) The Withdrawal will be implemented so as to ensure that it will result in no significant individual or cumulative adverse impacts to the quantity or quality of the Waters and Water Dependent Natural Resources of the Great Lakes Basin with consideration given to the potential Cumulative Impacts of any precedent-setting consequences associated with the proposal; and,
- 5) Environmentally Sound and Economically Feasible Water Conservation Measures will be implemented to minimize Water Withdrawals or Consumptive Use; and,
- 6) The Withdrawal will be implemented so as to ensure that it is in compliance with all applicable State and federal laws as well as regional interstate and international agreements.

ARTICLE 10

ADDITIONAL PROVISIONS

Section 10.1. Cumulative Impacts.

The Great Lakes States in cooperation with the Great Lakes Provinces will collectively conduct, on a Lake watershed and St. Lawrence River Basin basis, a periodic assessment of the Cumulative Impacts of Withdrawals, Diversions and Consumptive Uses from the Waters of the Great Lakes Basin, every 5 years or each time the incremental Basin Water losses reach 50 million gallons per day in excess of the quantity at the time of the most recent assessment, whichever comes first, or at the request of one or more of the Great Lakes States. The assessment will form the basis for a review of the Standard of Review and Decision, Council regulations and their application.

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Section 10.2. Exemptions.

Withdrawals from the Great Lakes Basin for the following purposes are exempt from the requirements of Articles 8 and 9.

- 1) To supply vehicles, including vessels and aircraft, whether for the needs of the persons or animals being transported or for ballast or other needs related to the operation of the vehicles.
- 2) To use in a non-commercial project on a short term basis for firefighting or humanitarian purposes.

Section 10.3. Applicability.

This Standard of Review and Decision shall be used as a minimum standard. States may impose a more restrictive decision making standard for Water Withdrawals under their authority. States may also, at their discretion, seek Regional Review and advice for any Withdrawal within their jurisdiction that may have the potential to significantly impact the Waters and Water Dependent Natural Resources of the Great Lakes Basin.