

DECEMBER 13, 2005

**GREAT LAKES—ST. LAWRENCE RIVER BASIN SUSTAINABLE WATER  
RESOURCES AGREEMENT**

The State of Illinois,

The State of Indiana,

The State of Michigan,

The State of Minnesota,

The State of New York,

The State of Ohio,

The Province of Ontario,

The Commonwealth of Pennsylvania,

The Government of Québec,

The State of Wisconsin,

**Recognizing that,**

The Waters of the Basin are a shared public treasure and the States and Provinces as stewards have a shared duty to protect, conserve and manage these renewable but finite Waters;

These Waters are interconnected and form a single hydrologic system;

Protecting, conserving, restoring, and improving these Waters is the foundation of Water resource management in the Basin and essential to maintaining the integrity of the Basin Ecosystem;

Managing to conserve and restore these Waters will improve them as well as the Water Dependent Natural Resources of the Basin;

Continued sustainable, accessible and adequate Water supplies for the people and economy of the Basin are of vital importance;

The States and Provinces must balance economic development, social development and environmental protection as interdependent and mutually reinforcing pillars of sustainable development;

Even though there has been significant progress in restoring and improving the health of the Basin Ecosystem, the Waters and Water Dependent Natural Resources of the Basin remain at risk;

In light of possible variations in climate conditions and the potential cumulative effects of demands that may be placed on the Waters of the Basin, the States and Provinces must act to ensure the protection and conservation of the Waters and Water Dependent Natural Resources of the Basin for future generations;

Where there are threats of serious or irreversible damage, lack of full scientific certainty should not be used as a reason for postponing measures to prevent environmental degradation;

Sustainable development and harmony with nature and among neighbours require cooperative arrangements for the development and implementation of watershed protection approaches in the Basin;

### **Reaffirming,**

The principles and findings of the Great Lakes Charter and the commitments and directives of the Great Lakes Charter Annex 2001;

### **Acknowledging,**

Nothing in this Agreement is intended to abrogate or derogate from the protection provided for the existing aboriginal or treaty rights of aboriginal peoples in Ontario and Québec as recognized and affirmed by section 35 of the Constitution Act, 1982 or from the treaty rights or rights held by any Tribe recognized by the federal government of the United States based upon its status as a Tribe recognized by the federal government of the United States, and acknowledging the commitment of these peoples to preserve and protect the waters of the Basin;

The continuing and abiding roles of the United States and Canadian federal governments under the Boundary Waters Treaty of 1909 and other applicable international agreements, that continue unaffected by this agreement, and the valuable contribution of the International Joint Commission;

Effective management is dependent upon all Parties acting in a continuing spirit of comity and mutual cooperation;

*Agree as follows:*

**CHAPTER 1  
GENERAL PROVISIONS**

**ARTICLE 100  
OBJECTIVES**

1. The objectives of this Agreement are:
  - a. To act together to protect, conserve and restore the Waters of the Great Lakes—St. Lawrence River Basin because current lack of scientific certainty should not be used as a reason for postponing measures to protect the Basin Ecosystem;
  - b. To facilitate collaborative approaches to Water management across the Basin to protect, conserve, restore, improve and efficiently and effectively manage the Waters and Water Dependent Natural Resources of the Basin;
  - c. To promote co-operation among the Parties by providing common and regional mechanisms to evaluate Proposals to Withdraw Water;
  - d. To create a co-operative arrangement regarding Water management that provides tools for shared future challenges;
  - e. To retain State and Provincial authority within the Basin under appropriate arrangements for intergovernmental cooperation and consultation;
  - f. To facilitate the exchange of data, strengthen the scientific information upon which decisions are made, and engage in consultation on the potential effects of Withdrawals and losses on the Waters and Water Dependent Natural Resources of the Basin;
  - g. To prevent significant adverse impacts of Withdrawals and losses on the Basin Ecosystem and its watersheds; and,
  - h. To promote an Adaptive Management approach to the conservation and management of Basin Water resources, which recognizes, considers and provides adjustments for the uncertainties in, and evolution of, scientific knowledge concerning the Basin's Waters and Water Dependent Natural Resources.
2. The Parties shall interpret and apply the provisions of this Agreement to achieve these objectives.

**ARTICLE 101  
SCOPE OF APPLICATION**

This Agreement applies to the Waters of the Basin within the Parties' territorial boundaries.

**ARTICLE 102  
GENERAL COMMITMENT**

Each Party to this Agreement shall seek to adopt and implement Measures that may be required to give effect to the commitments embodied within this Agreement.

## ARTICLE 103 GENERAL DEFINITIONS

In this Agreement,

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

**“Agreement”** means this Agreement.

**“Applicant”** means a Person who is required to submit a Proposal that is subject to management and regulation under this Agreement. **“Application”** has a corresponding meaning.

**“Basin”** or **“Great Lakes—St. Lawrence River Basin”** means the watershed of the Great Lakes and the St. Lawrence River upstream from Trois-Rivières, Québec within the jurisdiction of the Parties.

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

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

**“Compact”** means the Great Lakes—St. Lawrence River Basin Water Resources Compact.

**“Consumptive Use”** means that portion of Water Withdrawn or withheld from the Basin that is lost or otherwise not returned to the Basin due to evaporation, incorporation into Products, or other processes.

**“County”** means the largest territorial division for local government in a State. In Québec, County means a regional county municipality (municipalité régionale de comté - MRC). The County boundaries shall be defined as those boundaries that exist as of the signing date of this Agreement.

**“Cumulative Impacts”** mean the impact on the Great Lakes—St. Lawrence River Basin Ecosystem that results from incremental effects of all aspects of a Withdrawal, Diversion or Consumptive Use in addition to other past, present, and reasonably foreseeable future Withdrawals, Diversions and Consumptive Uses regardless of who undertakes the other Withdrawals, Diversions and Consumptive Uses. Cumulative Impacts can result from

individually minor but collectively significant Withdrawals, Diversions and Consumptive Uses taking place over a period of time.

**“Diversión”** means a transfer of Water from the Basin into another watershed, or from the watershed of one of the Great Lakes into that of another by any means of transfer, including but not limited to a pipeline, canal, tunnel, aqueduct, channel, modification of the direction of a watercourse, a tanker ship, tanker truck or rail tanker but does not apply to Water that is used in the Basin or Great Lakes watershed to manufacture or produce a Product that is then transferred out of the Basin or watershed. **“Divert”** has a corresponding meaning.

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

**“Exception”** means a transfer of Water that is excepted under Article 201 from the prohibition against Diversions.

**“Exception Standard”** means the standard to be used for Exceptions that is established under Article 201.

**“Intra-Basin Transfer”** means the transfer of Water from the watershed of one of the Great Lakes into the watershed of another Great Lake.

**“Measures”** means any legislation, law, regulation, directive, requirement, guideline, program, policy, administrative practice or other procedure.

**“New or Increased Diversion”** means a new Diversion, an increase in an existing Diversion, or the alteration of an existing Withdrawal so that it becomes a Diversion.

**“New or Increased Withdrawal or Consumptive Use”** means a new Withdrawal or Consumptive Use or an increase in an existing Withdrawal or Consumptive Use.

**“Originating Party”** means the Party within whose jurisdiction an Application is made.

**“Party”** means a State or Province that enters into this Agreement.

**“Person”** means a human being or a legal person, including a government or a non-governmental organization, including any scientific, professional, business, non-profit, or

public interest organization or association that is neither affiliated with, nor under the direction of a government.

**“Product”** means something produced in the Basin by human or mechanical effort or through agricultural processes and used in manufacturing, commercial or other processes or intended for intermediate or end use consumers. (i) Water used as part of the packaging of a Product shall be considered to be part of the Product. (ii) Other than Water used as part of the packaging of a Product, Water that is used primarily to transport materials in or out of the Basin is not a Product or part of a Product. (iii) Except as provided in (i) above, Water which is transferred as part of a public or private supply is not a Product or part of a Product. (iv) Water in its natural state such as in lakes, rivers, reservoirs, aquifers or water basins is not a Product.

**“Proposal”** means a Withdrawal, Diversion or Consumptive Use of Water that is subject to this Agreement.

**“Province”** means Ontario or Québec.

**“Public Water Supply Purposes”** means water distributed to the public through a physically connected system of treatment, storage and distribution facilities serving a group of largely residential customers that may also serve industrial, commercial, and other institutional operators. Water Withdrawn directly from the Basin and not through such a system shall not be considered to be used for Public Water Supply Purposes.

**“Regional Body”** means the Great Lakes—St. Lawrence River Water Resources Regional Body established by this Agreement.

**“Regional Review”** means the collective review by all Parties in accordance with this Agreement.

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

**“Standard or Decision-Making Standard”** means the Decision-Making Standard for Management and Regulation established by Article 203 of this Agreement.

**“State”** means one of the states of Illinois, Indiana, Michigan, Minnesota, New York, Ohio or Wisconsin or the Commonwealth of Pennsylvania.

**“Straddling Community”** means any incorporated city, town or the equivalent thereof, that is either wholly within any County that lies partly or completely within the Basin or partly in two Great Lakes watersheds but entirely within the Basin, whose corporate boundary existing as of the date set forth in paragraph 2 of Article 709, is partly within the Basin or partly within two Great Lakes watersheds.

**“Technical Review”** means a detailed review conducted to determine whether or not a Proposal that requires Regional Review under this Agreement meets the Exception Standard following procedures and guidelines as set out in this Agreement.

**“Water”** means ground or surface water contained within the Basin.

**“Water Dependent Natural Resources”** means the interacting components of land, Water and living organisms affected by the Waters of the Basin.

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

**“Withdrawal”** means the taking of water from surface water or groundwater.

**“Withdraw”** has a corresponding meaning.

## **CHAPTER 2 PROHIBITION OF DIVERSIONS, EXCEPTIONS AND MANAGEMENT AND REGULATION OF WITHDRAWALS**

### **ARTICLE 200 PROHIBITION OF DIVERSIONS AND MANAGEMENT AND REGULATION OF WITHDRAWALS**

1. The Parties shall adopt and implement Measures to prohibit New or Increased Diversions, except as provided for in this Agreement.
2. The Parties shall adopt and implement Measures to manage and regulate Exceptions in accordance with this Agreement.
3. The Parties shall adopt and implement Measures to manage and regulate Withdrawals and Consumptive Uses in accordance with this Agreement.

### **ARTICLE 201 EXCEPTIONS TO THE PROHIBITION OF DIVERSIONS**

Straddling Communities

1. A Proposal to transfer Water to an area within a Straddling Community but outside the Basin or outside the source Great Lake Watershed shall be excepted from the prohibition against Diversions and be managed and regulated by the Originating Party provided that, regardless of the volume of Water transferred, all the Water so

transferred shall be used solely for Public Water Supply Purposes within the Straddling Community, and:

- a. All Water Withdrawn from the Basin shall be returned, either naturally or after use, to the Source Watershed less an allowance for Consumptive Use. No surface water or groundwater from outside the Basin may be used to satisfy any portion of this criterion except if it:
  - i. Is part of a water supply or wastewater treatment system that combines water from inside and outside of the Basin;
  - ii. Is treated to meet applicable water quality discharge standards and to prevent the introduction of invasive species into the Basin;
  - iii. Maximizes the portion of water returned to the Source Watershed as Basin Water and minimizes the surface water or groundwater from outside the Basin;
- b. If the Proposal results from a New or Increased Withdrawal of 100,000 gallons per day (379,000 litres per day) or greater average over any 90-day period, the Proposal shall also meet the Exception Standard; and,
- c. If the Proposal results in a New or Increased Consumptive Use of 5 million gallons per day (19 million litres per day) or greater average over any 90-day period, the Proposal shall also undergo Regional Review.

#### Intra-Basin Transfers

2. A Proposal for an Intra-Basin Transfer that would be considered a Diversion under this Agreement, and not already excepted pursuant to paragraph 1 of this Article, shall be excepted from the prohibition against Diversions, provided that:
  - a. If the Proposal results from a New or Increased Withdrawal less than 100,000 gallons per day (379,000 litres per day) average over any 90-day period, the Proposal shall be subject to management and regulation at the discretion of the Originating Party;
  - b. If the Proposal results from a New or Increased Withdrawal 100,000 gallons per day (379,000 litres per day) or greater average over any 90-day period and if the Consumptive Use resulting from the Withdrawal is less than 5 million gallons per day (19 million litres per day) average over any 90-day period:
    - i. The Proposal shall meet the Exception Standard and be subject to management and regulation by the Originating Party, except that the Water may be returned to another Great Lake watershed rather than the Source Watershed;
    - ii. The Applicant shall demonstrate that there is no feasible, cost effective and environmentally sound water supply alternative within the Great Lake watershed to which the Water will be transferred, including conservation of existing water supplies; and,
    - iii. The Originating Party shall provide notice to the other Parties prior to making any decision with respect to the Proposal.
  - c. If the Proposal results in a New or Increased Consumptive Use 5 million gallons per day (19 million litres per day) or greater average over any 90-day period:

- i. The Proposal shall be subject to management and regulation by the Originating Party and shall meet the Exception Standard, ensuring that Water Withdrawn shall be returned to the Source Watershed;
- ii. The Applicant shall demonstrate that there is no feasible, cost effective and environmentally sound water supply alternative within the Great Lake watershed to which the Water will be transferred, including conservation of existing water supplies;
- iii. The Proposal undergoes Regional Review; and,
- iv. If the Originating Party is a State, the Proposal is approved pursuant to the Compact.

#### Straddling Counties

- 3. A Proposal to transfer Water to a Community within a Straddling County that would be considered a Diversion under this Agreement shall be excepted from the prohibition against Diversions, provided that it satisfies all of the following conditions:
  - a. The Water shall be used solely for the Public Water Supply Purposes of the Community within a Straddling County that is without adequate supplies of potable water.
  - b. The Proposal meets the Exception Standard, with particular emphasis upon ensuring that:
    - i. All Water Withdrawn from the Basin shall be returned, either naturally or after use, to the Source Watershed less an allowance for Consumptive Use;
    - ii. No surface water or groundwater from outside the Basin is used to satisfy any portion of subparagraph (i) above except if it:
      - (a) Is part of a water supply and/or wastewater treatment system that combines water from inside and outside of the Basin;
      - (b) Is treated to meet applicable water quality discharge standards and to prevent the introduction of invasive species into the Basin;
      - (c) Maximizes the portion of water returned to the Source Watershed as Basin Water, and minimizes the surface water or groundwater from outside the Basin;
    - iii. All such Water returned meets all applicable water quality standards.
  - c. The Proposal shall be subject to management and regulation by the Originating Party, regardless of its size;
  - d. There is no reasonable water supply alternative within the basin in which the community is located, including conservation of existing water supplies;
  - e. Caution shall be used in determining whether or not the Proposal meets the conditions for this Exception. This exception should not be authorized unless it can be shown that it will not endanger the integrity of the Basin Ecosystem;
  - f. The Proposal undergoes Regional Review; and,
  - g. If the Originating Party is a State, the Proposal is approved pursuant to the Compact.

A Proposal must satisfy all of the conditions listed above. Further, substantive consideration will also be given to whether or not the Proposal can provide sufficient

scientifically based evidence that the existing water supply is derived from groundwater that is hydrologically interconnected to Waters of the Basin.

#### Exception Standard

4. The following criteria constitute the Exception Standard:
  - a. The need for all or part of the Exception cannot be reasonably avoided through the efficient use and conservation of existing water supplies;
  - b. The Exception shall be limited to quantities that are considered reasonable for the purposes for which it is proposed;
  - c. All Water Withdrawn shall be returned, either naturally or after use, to the Source Watershed less an allowance for Consumptive Use. No surface water or groundwater from outside the Basin may be used to satisfy any portion of this criterion except if it:
    - i. Is part of a water supply or wastewater treatment system that combines water from inside and outside of the Basin;
    - ii. Is treated to meet applicable water quality discharge standards and to prevent the introduction of invasive species into the Basin;
  - d. The Exception shall be implemented so as to ensure that it shall result in no significant individual or cumulative adverse impacts to the quantity or quality of the Waters and Water Dependent Natural Resources of the Basin with consideration given to the potential Cumulative Impacts of any precedent-setting consequences associated with the Proposal;
  - e. The Exception shall be implemented so as to incorporate Environmentally Sound and Economically Feasible Water Conservation Measures to minimize Water Withdrawals or Consumptive Use;
  - f. The Exception shall be implemented so as to ensure that it is in compliance with all applicable municipal, State, Provincial and federal laws as well as regional interstate, inter-provincial and international agreements, including the Boundary Waters Treaty of 1909;
  - g. All applicable criteria in this Article have also been met.

#### Review of Article

5. The Parties shall evaluate this Article in the context of the periodic cumulative impact assessment as described in Article 209.

### **ARTICLE 202 IMPLEMENTATION OF THE STANDARD AND THE EXCEPTION STANDARD**

1. The Parties shall seek to adopt and implement Measures establishing the Exception Standard under Article 201 and the Decision-Making Standard for management and regulation of Withdrawals and Consumptive Uses under Article 203. The Standards are one of the means by which the Parties shall together protect, conserve, restore, improve and manage the Waters of the Basin.
2. The Standard and the Exception Standards are minimum standards. The Parties may implement Measures that are more restrictive than the requirements of this Agreement. Although a Proposal may meet the Standard or the Exception Standard,

it may not be approved under the laws of the Originating Party if that Party has implemented more restrictive Measures.

3. When fully implemented, this Agreement shall lead to Water Withdrawal management systems that are consistent in their fundamentals within the Basin.

**ARTICLE 203**  
**THE DECISION-MAKING STANDARD FOR**  
**MANAGEMENT OF WITHDRAWALS AND**  
**CONSUMPTIVE USES**

The following criteria constitute the Decision-Making Standard for management of new or increased Withdrawals and Consumptive Uses:

1. All Water Withdrawn shall be returned, either naturally or after use, to the Source Watershed less an allowance for Consumptive Use;
2. The Withdrawal or Consumptive Use shall be implemented so as to ensure that the Proposal will result in no significant individual or cumulative adverse impacts to the quantity or quality of the Waters and Water Dependent Natural Resources and the applicable Source Watershed;
3. The Withdrawal or Consumptive Use shall be implemented so as to incorporate Environmentally Sound and Economically Feasible Water Conservation Measures;
4. The Withdrawal or Consumptive Use shall be implemented so as to ensure that it is in compliance with all applicable municipal, State, Provincial and federal laws as well as regional interstate, inter-provincial and international agreements, including the Boundary Waters Treaty of 1909;
5. The proposed use is reasonable, based upon a consideration of the following factors:
  - a. Whether the proposed Withdrawal or Consumptive Use is planned in a fashion that provides for efficient use of the Water, and will avoid or minimize the waste of Water;
  - b. If the Proposal is for an increased Withdrawal or Consumptive Use, whether efficient use is made of existing Water supplies;
  - c. The balance between economic development, social development and environmental protection of the proposed Withdrawal and use and other existing or planned withdrawals and Water uses sharing the water source;
  - d. The supply potential of the Water source, considering quantity, quality, and reliability and safe yield of hydrologically interconnected water sources;
  - e. The probable degree and duration of any adverse impacts caused or expected to be caused by the proposed Withdrawal and use under foreseeable conditions, to other lawful consumptive or non-consumptive uses of water or to the quantity or quality of the Waters and Water Dependent Natural Resources of the Basin, and the proposed plans and arrangements for avoidance or mitigation of such impacts; and,
  - f. If a Proposal includes restoration of hydrologic conditions and functions of the Source Watershed, the Party may consider that.

**ARTICLE 204**  
**PROPOSALS SUBJECT TO REGIONAL REVIEW**

1. Regional Review as outlined in Chapter 5 applies to a Proposal for any Exception requiring Regional Review under Article 201.
2. The Proposal may be approved by the Originating Party thereafter only if it meets the Exception Standard.

**ARTICLE 205**  
**PROPOSALS SUBJECT TO PRIOR NOTICE**

1. The Originating Party shall provide all Parties with detailed and timely notice and an opportunity to comment within 90 days on any Proposal for a New or Increased Consumptive Use of 5 million gallons per day (19 million litres per day) or greater average in any 90-day period. Comments shall address whether or not the Proposal is consistent with the Standard established under Article 203. The Originating Party shall provide a response to any such comment received from another Party.
2. A Party may provide notice, an opportunity to comment and a response to comments even if this is not required under paragraph 1 of this Article. Any provision of such notice and opportunity to comment shall be undertaken only after consulting the Applicant.

**ARTICLE 206**  
**MANAGEMENT AND REGULATION OF NEW OR INCREASED  
WITHDRAWALS AND CONSUMPTIVE USES**

1. Each Party shall establish a program for the management and regulation of New or Increased Withdrawals and Consumptive Uses by adopting and implementing Measures consistent with the Standard. Each Party, through a considered process, shall set and may modify threshold levels for the regulation of New or Increased Withdrawals in order to assure an effective and efficient Water management program that will ensure that uses overall are reasonable, that Withdrawals overall will not result in significant impacts to the Waters and Water Dependent Natural Resources of the Basin, determined on the basis of significant impacts to the physical, chemical and biological integrity of Source Watersheds, and that other objectives of the Agreement are achieved. Each Party may determine the scope and thresholds of its program, including which New or Increased Withdrawals and Consumptive Uses will be subject to the program.
2. In the event that a Party has not established threshold levels in accordance with paragraph 1 on or before 10 years after paragraphs 1 and 2 of Article 200 come into force, it shall apply a threshold level for management and regulation of all New or Increased Withdrawals of 100,000 gallons per day (379,000 litres per day) or greater average in any 90 day period.
3. The Parties intend programs for New or Increased Withdrawals and Consumptive Uses to evolve as may be necessary to protect Basin Waters. The Regional Body shall periodically assess the Water management programs of the Parties. Such assessments may produce recommendations for the strengthening of the programs including, without limitation, establishing lower thresholds for management and regulation in

accordance with the Standard. The Parties may, by unanimous consent, collectively adopt such thresholds or revisions to their programs.

## **ARTICLE 207 APPLICABILITY**

### Determining New or Increased Diversions, Consumptive Uses or Withdrawals

1. To establish a baseline for determining a New or Increased Diversion, Consumptive Use or Withdrawal, each Party shall develop either or both of the following lists for their jurisdiction:
  - a. A list of existing Water Withdrawal approvals as of the date this Article comes into force;
  - b. A list of the capacity of existing systems as of the date this Article comes into force. The capacity of the existing systems should be presented in terms of Withdrawal capacity, treatment capacity, distribution capacity, or other capacity limiting factors. The capacity of the existing systems must represent the state of the systems. Existing capacity determinations shall be based upon approval limits or the most restrictive capacity information.

For all purposes of this Agreement, volumes of the Diversions, Consumptive Uses or Withdrawals set forth in the list(s) prepared by each Party in accordance with this Paragraph shall constitute the baseline volume.

The list(s) shall be furnished to the Regional Body within 1 year of the date this Article comes into force.

### Timing of Additional Applications

2. Applications for New or Increased Withdrawals, Consumptive Uses or Exceptions shall be considered cumulatively within ten years of any application.

### Change of Ownership

3. Unless a new owner proposes a project that will result in a Proposal for a New or Increased Diversion or Consumptive Use subject to Regional Review, the change of ownership in and of itself shall not require Regional Review.

### Groundwater

4. The Basin surface water divide shall be used for the purpose of managing and regulating New or Increased Diversions, Consumptive Uses or Withdrawals of surface water and groundwater.

### Withdrawal systems

5. The total volume of surface water and groundwater resources that supply a common distribution system shall determine the volume of a Withdrawal, Consumptive Use or Diversion.

### Connecting Channels

6. The watershed of each Great Lake shall include its upstream and downstream connecting channels.

#### Transmission in Water Lines

7. Transmission of Water within a line that extends outside the Basin as it conveys Water from one point to another within the Basin shall not be considered a Diversion if none of the Water is used outside the Basin.

#### Hydrologic Units

8. The Lake Michigan and Lake Huron watersheds shall be considered to be a single hydrologic unit and watershed.

#### Bulk Water Transfer

9. A Proposal to Withdraw Water and to remove it from the Basin in any container greater than 5.7 gallons (20 litres) shall be treated under this Agreement in the same manner as a Proposal for a Diversion. Each Party shall have the discretion, within its jurisdiction, to determine the treatment of Proposals to Withdraw Water and to remove it from the Basin in any container of 5.7 gallons (20 litres) or less.

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

10. Notwithstanding any terms of this Agreement to the contrary, with the exception of Paragraph 14 of this Article, current, New or Increased Withdrawals, Consumptive Uses and Diversions of Basin Water by the State of Illinois shall be governed by the terms of the United States Supreme Court decree in Wisconsin et al. v. Illinois et al. and shall not be subject to the terms of this Agreement nor any rules or regulations promulgated pursuant to this Agreement. This means that, with the exception of Paragraph 14 of this Article, for purposes of this Agreement, current, New or Increased Withdrawals, Consumptive Uses and Diversions of Basin Water within the State of Illinois shall be allowed unless prohibited by the terms of the United States Supreme Court decree in Wisconsin et al. v. Illinois et al.
11. The Parties acknowledge that the United States Supreme Court decree in Wisconsin et al. v. Illinois et al. shall continue in full force and effect, that this Agreement shall not modify any terms thereof, and that this Agreement shall grant the parties no additional rights, obligations, remedies or defenses thereto. The Parties specifically acknowledge that this Agreement shall not prohibit or limit the State of Illinois in any manner from seeking additional Basin Water as allowed under the terms of the United States Supreme Court decree in Wisconsin et al. v. Illinois et al., any other party from objecting to any request by the State of Illinois for additional Basin Water under the terms of said decree, or any party from seeking any other type of modification to said decree. If an application is made by any party to the Supreme Court of the United States to modify said decree, the Parties to this Agreement who are also parties to the decree shall seek formal input from Ontario and Québec, with respect to the proposed modification, use best efforts to facilitate the appropriate participation of said Provinces in the proceedings to modify the decree, and shall not unreasonably impede or restrict such participation.
12. With the exception of Paragraph 14 of this Article, because current, New or Increased Withdrawals, Consumptive Uses and Diversions of Basin Water by the State of Illinois are not subject to the terms of this Agreement, the State of Illinois is

prohibited from using any term of this Agreement, including Article 201, to seek New or Increased Withdrawals, Consumptive Uses or Diversions of Basin Water.

13. With the exception of Paragraph 14 of this Article, Articles 200, 201, 202, 203, 204, 205, 206, 207 (Paragraphs 1, 2, 3, 5 and 9 only), 208 and 210 of this Agreement all relate to current, New or Increased Withdrawals, Consumptive Uses and Diversions of Basin Water and, therefore, do not apply to the State of Illinois. All other provisions of this Agreement not listed in the preceding sentence shall apply to the State of Illinois, including the Water Conservation Programs provision of Article 304.
14. In the event of a Proposal for a Diversion of Basin Water for use outside the territorial boundaries of the Parties to this Agreement, decisions by the State of Illinois regarding such a Proposal would be subject to all terms of this Agreement, except Paragraphs 10, 12 and 13 of this Article.

#### **ARTICLE 208**

##### **EXEMPTIONS FROM THE AGREEMENT**

This Agreement does not apply to Withdrawals of Basin Water for the following purposes:

1. Supply of 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 vehicles; or,
2. Use in a non-commercial project on a short-term basis for firefighting, humanitarian or emergency response purposes.

#### **ARTICLE 209**

##### **AMENDMENTS TO THE STANDARD AND EXCEPTION STANDARD AND PERIODIC ASSESSMENT OF CUMULATIVE IMPACTS**

1. The Standard and the Exception Standard may be amended periodically according to the rules in this Agreement to reflect advancements in science, information and knowledge.
2. The Parties shall co-ordinate the collection and application of scientific information to further develop a mechanism by which individual and Cumulative Impacts of Withdrawals may be assessed.
3. The Parties shall collectively conduct within the Basin, on a Great Lake and St. Lawrence River Basin basis, a periodic assessment of the Cumulative Impacts of Withdrawals, Diversions and Consumptive Uses from the Waters of the Basin. The assessment of the Cumulative Impacts shall be done upon the earlier of:
  - a. Every 5 years;
  - b. Each time the incremental losses to the Basin reach 50,000,000 gallons (190,000,000 litres) per day average in any 90-day period in excess of the quantity at the time of the last assessment; or,
  - c. At the request of one or more of the Parties.
4. The assessment of Cumulative Impacts shall form a basis for the review of the Standard and the Exception Standard and their application. This assessment shall:
  - a. Utilize the most current and appropriate guidelines for such a review, which may include but not be limited to Council on Environmental Quality and Environment Canada guidelines;

- b. Give substantive consideration to climate change or other significant threats to Basin Waters and take into account the current state of scientific knowledge, or uncertainty, and appropriate Measures to exercise caution in cases of uncertainty, if serious damage may result;
  - c. Consider Adaptive Management principles and approaches recognizing, considering and providing adjustments for the uncertainties in, and evolution of, science concerning the Basin's water resources, watersheds and ecosystems including potential changes to Basin-wide processes, such as lake level cycles and climate; and,
  - d. Include the evaluation of Article 201 concerning Exceptions. Based on the results of this assessment, the provisions in that Article may be maintained, made more restrictive or withdrawn.
5. The Parties have the responsibility of conducting this Cumulative Impact assessment. Applicants are not required to participate in this assessment.
  6. Unless required by other statutes, Applicants are not required to conduct a separate cumulative impact assessment in connection with an Application but shall submit information about the potential impacts of a Proposal to the quantity or quality of the Waters and Water Dependent Natural Resources of the applicable Source Watershed. An Applicant may, however, provide an analysis of how their proposal meets the no significant adverse Cumulative Impact provision of the Standards.

#### **ARTICLE 210 JUDICIAL REVIEW**

The Parties shall seek to adopt and implement Measures to permit a Party to, in an Originating Party's court of competent jurisdiction, seek judicial review of a decision of the Originating Party with respect to a Withdrawal, Consumptive Use or Exception if that decision is, according to this Agreement, subject to the Standard or the Exception Standard.

### **CHAPTER 3 PROGRAMS**

#### **ARTICLE 300 WATER MANAGEMENT PROGRAM REVIEW**

1. The Parties shall protect, conserve, restore and improve the Waters and Water Dependent Natural Resources of the Basin by implementing programs that apply the Standard and the Exception Standard.
2. Each Party shall submit a report to the Regional Body, detailing the Water management and Water conservation and efficiency programs that implement this Agreement in their jurisdiction.
3. The report shall set out the manner in which Water Withdrawals are managed by sector, Water source, quantity or any other means and how the provisions of the Standard, the Exception Standard and Water conservation and efficiency programs are implemented.

4. The first report shall be provided by each jurisdiction one year from the date that this Article comes into force and thereafter every 5 years.
5. The Regional Body shall forward each report to all members and shall give the members at least 30 days to consider it.
6. Following that period, the Regional Body shall consider the reports submitted by each Party.
7. The Regional Body shall issue a Declaration of Finding on whether the programs in place in each Party:
  - a. Meet or exceed the provisions of this Agreement;
  - b. Do not meet the provisions of this Agreement; or,
  - c. Would meet the provisions of this Agreement if certain modifications were made and what options may exist to assist the jurisdiction in meeting the provisions of this Agreement.
8. The Regional Body shall distribute the reports to its members.
9. Any Party may ask the Regional Body to issue a Declaration of Finding respecting the Water management and Water conservation and efficiency programs of any of the Parties, including themselves, to determine whether the programs,
  - a. Meet or exceed the provisions of this Agreement;
  - b. Do not meet the provisions of this Agreement; or,
  - c. Would meet the provisions if certain modifications were made and what options may exist to assist the jurisdiction in meeting the provisions of this Agreement.
10. As one of its duties and responsibilities, the Regional Body may recommend a range of approaches to the Parties with respect to the development, enhancement and application of Water management and Water conservation and efficiency programs to implement the Standard and Exception Standard reflecting improved scientific understanding of the Waters of the Basin, including groundwater, and the impacts of Withdrawals on the Basin Ecosystem.

### **ARTICLE 301 INFORMATION**

1. In order to develop and maintain a compatible base of Water use information, the Parties shall annually gather and share accurate and comparable information on all Withdrawals in excess of 100,000 gallons per day (379,000 litres per day) or greater average in any 30-day period (including Consumptive Uses) and all Diversions, including all Exceptions.
2. The Parties shall report this information to a Great Lakes—St. Lawrence River Water use data base repository and aggregated information shall be available to the public, consistent with the confidentiality requirements in Article 704.
3. Each Party shall require users to report their monthly Withdrawals, Consumptive Uses and Diversions on an annual basis.
4. Information gathered shall be used to improve scientific understanding of the Waters of the Basin, the impacts of Withdrawals from various locations and Water sources on the Basin Ecosystem, understanding of the role of groundwater, and to clarify what groundwater forms part of the Waters of the Basin.

**ARTICLE 302**  
**SCIENCE**

1. The Parties commit to provide leadership for the development of a collaborative strategy with other regional partners to strengthen the scientific basis for sound Water management decision making under this Agreement.
2. The strategy shall guide the collection and application of scientific information to support:
  - a. An improved understanding of the individual and Cumulative Impacts of Withdrawals from various locations and Water sources on the Basin Ecosystem and to develop a mechanism by which impacts of Water Withdrawals may be assessed;
  - b. The periodic assessment of Cumulative Impacts of Withdrawals, Diversions and Consumptive Uses on a Great Lake and St. Lawrence River watershed basis;
  - c. Improved scientific understanding of the Waters of the Basin;
  - d. Improved understanding of the role of groundwater in Basin Water resources management; and,
  - e. The development, transfer and application of science and research related to Water conservation and Water use efficiency.

**ARTICLE 303**  
**AVAILABILITY OF APPLICATIONS AND RECORDS OF DECISION**

1. Each Party shall seek to make publicly available all Applications it receives that are subject to management and regulation under this Agreement.
2. Each Party shall seek to make publicly available the record of decision including comments, objections and responses.

**ARTICLE 304**  
**WATER CONSERVATION AND EFFICIENCY PROGRAM**

1. Within two years of the signing of the Agreement, the Regional Body shall identify Basin-wide Water conservation and efficiency objectives to assist the Parties in developing their Water conservation and efficiency program. These objectives shall be based on the goals of:
  - a. Ensuring improvement of the Waters and Water Dependent Natural Resources;
  - b. Protecting and restoring the hydrologic and ecosystem integrity of the Basin;
  - c. Retaining the quantity of surface water and groundwater in the Basin;
  - d. Ensuring sustainable use of Waters of the Basin; and,
  - e. Promoting the efficiency of use and reducing losses and waste of Water.
2. Within two years after Article 200, paragraphs 1 and 2 come into force (Prohibition of Diversions and Management of Exceptions), each Party shall develop its own Water conservation and efficiency goals and objectives consistent with the Basin-wide goals and objectives, and shall develop and implement a Water conservation and efficiency program, either voluntary or mandatory, within its jurisdiction based on the Party's goals and objectives. Each Party shall thereafter annually assess its programs in meeting the Party's goals and objectives, report to the Regional Body every five years and make this annual assessment available to the public.

3. Beginning five years after Article 200, paragraphs 1 and 2 come into force (Prohibition of Diversions and Management of Exceptions), and every five years thereafter, the Regional Body shall review and modify as appropriate the Basin-wide objectives and the Parties shall have regard for any such modifications in implementing their programs. This assessment shall be based on examining new technologies, new patterns of Water use, new resource demands and threats, and the Cumulative Impact assessment under Article 209.
4. Within two years after Article 200, paragraphs 1 and 2 come into force (Prohibition of Diversions and Management of Exceptions), the Parties commit to promote Environmentally Sound and Economically Feasible Water Conservation Measures such as:
  - a. Measures that promote efficient use of Water;
  - b. Identification and sharing of best management practices and state of the art conservation and efficiency technologies;
  - c. Application of sound planning principles;
  - d. Demand-side and supply-side Measures or incentives; and,
  - e. Development, transfer and application of science and research.
5. Each Party shall implement, in accordance with paragraph 2 above a voluntary or mandatory Water conservation program for all, including existing, Basin Water users. Conservation programs need to adjust to new demands and the potential impacts of cumulative effects and climate change.

**CHAPTER 4**  
**GREAT LAKES—ST. LAWRENCE RIVER WATER RESOURCES REGIONAL**  
**BODY**

**ARTICLE 400**  
**FUNCTIONS OF THE REGIONAL BODY**

1. The Regional Body is composed of the Governor or Premier of each of the Parties, or a person designated by each of them.
2. The Regional Body is established to undertake the following duties and responsibilities:
  - a. Ensure, in accordance with this Agreement, a formalized process with respect to Proposals that require Regional Review and thereby provide an opportunity to address concerns within the Basin;
  - b. Declare whether or not a Proposal subject to Regional Review meets the Exception Standard;
  - c. Declare whether a Party's Water management programs meet the provisions of this Agreement;
  - d. Facilitate the development of consensus and the resolution of disputes on matters arising under this Agreement;
  - e. Monitor and report on the implementation of this Agreement by the Parties, including: data collection; the implementation of each Party's program to manage

- and regulate Withdrawals, Consumptive Uses and Diversions; promotion of Water conservation; and, the assessment of Cumulative Impacts;
- f. Establishment of Basin wide goals and objectives for Water conservation and efficiency, the review of those programs and recommendations and declarations in respect of them;
  - g. Periodically review the Standard and Exception Standard and their application including new scientific information relating to groundwater;
  - h. Recommend options to Parties with respect to the development and enhancement of their Water management programs;
  - i. Develop guidance for the implementation of the Standard and the Exception Standard and in particular the review of a Proposal, the preparation of an Application and the review of the Parties' Water management programs;
  - j. Propose amendments to this Agreement; and,
  - k. Perform any other functions or duties necessary to implement this Agreement.

#### **ARTICLE 401**

##### **ORGANIZATION AND PROCEDURES OF THE REGIONAL BODY**

1. The Regional Body may establish its own administrative practices and procedures.
2. The Regional Body may create a secretariat by the unanimous consent of its members.
3. The Regional Body shall meet:
  - a. At least once annually; and,
  - b. At any other time at the call of the Chair or at the request of two or more Parties.
4. The members shall appoint a Chair and Vice Chair through the following process:
  - a. For the first year, the Chair and Vice Chair shall be members elected by a vote of the members.
  - b. Each subsequent year, until all members have served, the Vice Chair shall be chosen by drawing lots from amongst those members who have not yet served.
  - c. Each member shall serve as Chair immediately after having served as Vice Chair.
  - d. Each member shall serve as Vice Chair and as Chair, each for one year.
  - e. Once all members have served as Vice Chair and Chair, the original order of serving shall be repeated.
5. In the event that an Application for Regional Review is from the Chair's State or Province, the role of the Chair shall be filled by the Vice Chair or another member.
6. Each Party shall bear an equitable share of the costs of the Regional Body to a maximum amount per annum that is agreed upon each year by the Parties.
7. The Parties shall support the Regional Body using existing agency staff and facilities to the greatest extent possible and are encouraged to make additional resources available through partnerships and co-operative arrangements with government agencies, public or private entities, individuals or academic institutions.
8. The Regional Body shall keep a complete public record of documents provided to it or generated by it, including but not limited to:
  - a. Proposals about which it is notified;
  - b. Applications, Technical Reviews and comments provided by the public;
  - c. Comments or objections made in respect of a Proposal by members of the Regional Body;

- d. Declarations of Finding;
  - e. Materials in respect of dispute resolution;
  - f. Water management program reports;
  - g. Cumulative Impact Assessments;
  - h. The science strategy developed under Article 302;
  - i. Reports on Water conservation and efficiency programs; and,
  - j. Amendments to the Agreement agreed to by the Parties.
9. Public access to documents is recognized to be subject to confidentiality obligations set out in this Agreement.
  10. To the greatest extent possible, the Regional Body shall conduct public participation and Regional Review concurrently and jointly with similar processes under the Compact and in the Originating Party's jurisdiction.
  11. The Parties recognize the importance and necessity of public participation in promoting management of the Water resources of the Basin. Consequently, meetings of the Regional Body, at which official action is to be taken, shall be open to the public except when the Regional Body is meeting in executive session.
  12. The minutes of the Regional Body shall be a public record.

## **CHAPTER 5 REGIONAL REVIEW**

### **ARTICLE 500 REVIEW OF PROPOSALS**

1. This Chapter sets out the process for Regional Review.
2. Regional Review provides the Parties an opportunity to address concerns with respect to a Proposal.
3. Unless the Applicant or the Originating Party otherwise requests, it shall be the goal of the Regional Body to conclude its review no later than 90 days after notice under Article 501 of such Proposal is received from the Originating Party.
4. The Parties agree that the protection of the integrity of the Great Lakes-St. Lawrence River Basin Ecosystem shall be the overarching principle for reviewing Proposals subject to Regional Review, recognizing uncertainties with respect to demands that may be placed on Basin Water, including groundwater, levels and flows of the Great Lakes and the St. Lawrence River, future changes in environmental conditions, the reliability of existing data and the extent to which Diversions may harm the integrity of the Basin Ecosystem.
5. The Originating Party shall have lead responsibility for coordinating information for resolution of issues related to evaluation of a Proposal and shall consult with the Applicant throughout the Regional Review Process.

**ARTICLE 501**  
**NOTICE FROM ORIGINATING PARTY**  
**TO THE REGIONAL BODY AND THE PUBLIC**

1. The Originating Party shall determine if an Application is subject to Regional Review.
2. If so, the Originating Party shall provide timely notice to the Regional Body, the Parties to this Agreement, and the public.
3. Such notice shall not be given unless and until all information, documents and the Originating Party's Technical Review needed to evaluate whether the Proposal meets the Exception Standard have been provided.

**ARTICLE 502**  
**OTHER NOTICE**

1. An Originating Party may:
  - a. Provide notice to the Regional Body of an Application, even if notification is not required under this Agreement; or,
  - b. Request Regional Review of an application, even if Regional Review is not required under this Agreement.
2. A majority of the members of the Regional Body may request Regional Review of a regionally significant or potentially precedent setting Proposal.
3. Any such Regional Review shall be undertaken only after consulting the Applicant.
4. An Originating Party may provide preliminary notice of a potential Application.

**ARTICLE 503**  
**PUBLIC PARTICIPATION**

1. To ensure adequate public participation, the Regional Body shall adopt procedures for the review of Proposals that are subject to Regional Review in accordance with this Article.
2. The Regional Body shall provide notice to the public of a Proposal undergoing Regional Review. Such notice shall indicate that the public has an opportunity to comment in writing to the Regional Body on whether the Proposal meets the Exception Standard.
3. The Regional Body shall hold a public meeting in the State or Province of the Originating Party in order to receive public comment on the issue of whether the Proposal under consideration meets the Exception Standard.
4. The Regional Body shall consider the comments received before issuing a Declaration of Finding.
5. The Regional Body shall forward the comments it receives to the Originating Party.

**ARTICLE 504**  
**FIRST NATIONS AND TRIBES CONSULTATION**

1. In respect of a Proposal, appropriate consultation shall occur with First Nations or federally recognized Tribes in the Originating Party in the manner suitable to the individual Proposal and the laws and policies of the Originating Party.

2. The Regional Body shall:
  - a. Provide notice to the First Nations and federally recognized Tribes within the Basin of a Proposal undergoing Regional Review and an opportunity to comment in writing to the Regional Body on whether the Proposal meets the Exception Standard;
  - b. Inform the First Nations and federally recognized Tribes of public meetings and invite them to attend;
  - c. Forward the comments that it receives from the First Nations and federally recognized Tribes under this Article to the Originating Party for its consideration before issuing a Declaration of Finding; and,
  - d. Consider the comments that it receives from the First Nations and federally recognized Tribes under this Article before issuing a Declaration of Finding.
3. In addition to the specific consultation mechanisms described above, the Regional Body shall seek to establish mutually agreed upon mechanisms or processes to facilitate dialogue with, and input from First Nations and federally recognized Tribes on matters to be dealt with by the Regional Body; and, the Regional Body or the appropriate Parties shall seek to establish mutually agreed upon mechanisms to facilitate on-going scientific and technical interaction and data exchange regarding matters falling within the scope of this Agreement.

#### **ARTICLE 505 TECHNICAL REVIEW**

##### Originating Party's Technical Review

1. The Originating Party shall provide the Regional Body with its Technical Review of the Proposal under consideration.
2. The Technical Review shall thoroughly analyze the Proposal and provide an evaluation of the Proposal sufficient for a determination of whether the Proposal meets the Exception Standard.

##### Independent Technical Review

3. Any Party may undertake an independent Technical Review of a Proposal and the Originating Party shall assist by providing additional information as may be required.
4. At the request of the majority of its members, the Regional Body shall make such arrangements as it considers appropriate for an independent Technical Review of a Proposal.
5. All Parties shall exercise their best efforts to ensure that a Technical Review undertaken under paragraphs 3 or 4 does not unnecessarily delay the decision by the Originating Party on the Application. Unless the Applicant or the Originating Party otherwise requests, all Technical Reviews shall be completed no later than 60 days after the date the notice of the Proposal was given to the Regional Body.

#### **ARTICLE 506 DECLARATION OF FINDING**

1. The Regional Body shall meet to consider a Proposal. The Applicant shall be provided with an opportunity to present the Proposal to the Regional Body at such time.

2. The Regional Body, having considered the notice, the Originating Party's Technical Review, any other independent Technical Review that is made, any comments or objections including the analysis of comments made by the public, First Nations and federally recognized Tribes, and any other information that is provided under this Agreement shall issue a Declaration of Finding that the Proposal under consideration:
  - a. Meets the Exception Standard;
  - b. Does not meet the Exception Standard; or,
  - c. Would meet the Exception Standard if certain conditions were met.
3. An Originating Party may decline to participate in a Declaration of Finding made by the Regional Body.
4. The Parties recognize and affirm that it is preferable for all members of the Regional Body to agree whether the Proposal meets the Exception Standard.
5. If the members of the Regional Body who participate in the Declaration of Finding all agree, they shall issue a written Declaration of Finding with consensus.
6. In the event that the members cannot agree, the Regional Body shall make every reasonable effort to achieve consensus within 25 days.
7. Should consensus not be achieved, the Regional Body may issue a Declaration of Finding that presents different points of view and indicates each Party's conclusions.
8. The Regional Body shall release the Declarations of Finding to the public.
9. The Originating Party shall consider the Declaration of Finding before it makes a decision on the Proposal.

## **CHAPTER 6 DISPUTE RESOLUTION**

### **ARTICLE 600 GENERAL**

1. The Parties undertake to resolve any disputes under this Agreement in a conciliatory, co-operative and harmonious manner.
2. Where dispute resolution is required, the Parties undertake to use the dispute resolution mechanisms provided for in this Chapter to arrive at a mutually satisfactory resolution.
3. The provisions of this Chapter shall not be used to dispute a Declaration of Finding on a Proposal that is subject to Regional Review.
4. A Person who is not a Party to this Agreement may not seek dispute resolution under this Agreement.

### **ARTICLE 601 PROCEDURE FOR DISPUTE RESOLUTION**

#### **Initial Steps**

1. A Party may provide detailed written notice to another Party and to the Regional Body of a dispute that in its opinion requires resolution under this Chapter.

#### Measures to Settle Disputes

2. If the dispute is not resolved informally, the Chair shall initiate the most appropriate measures to resolve the dispute. These measures may include:
  - a. The appointment of a panel to hear the Parties to the dispute;
  - b. Consultation with experts;
  - c. Establishment of a working or fact-finding group; or,
  - d. The use of dispute resolution mechanisms such as conciliation or mediation.
3. After resolution is attempted by one of the means suggested in paragraph 2, recommendations shall be made in accordance with directions given by the Chair at the time the mean was adopted. The disputing Parties shall consider the recommendations and exercise their best efforts to settle their dispute.

#### Reference to Regional Body

4. If the disputing Parties, having considered the recommendations, fail to settle the dispute, any one of them may refer the matter to the Regional Body. In this case, the Chair shall, in consultation with the other members who are not involved in the dispute, direct the Regional Body to take such further steps as he or she considers advisable in the circumstances to resolve the dispute.
5. When those steps have been taken, the Regional Body shall issue its recommendations regarding the resolution of the dispute.
6. The disputing Parties shall consider the recommendations and shall exercise their best efforts to settle.

#### Role of the Chair

7. In the event that a dispute involves the Party of the Chair, the role of the Chair set out in this Chapter shall be filled by the Vice Chair or failing him or her, another member who is not a Party to the dispute.

## **CHAPTER 7 FINAL PROVISIONS**

### **ARTICLE 700 REAFFIRMATION OF CONSTITUTIONAL POWERS AND RESPONSIBILITIES**

1. Nothing in this Agreement alters the legislative or other authority of Parliament or of the Provincial legislatures or of the federal Government of Canada or of the Provincial governments or the rights of any of them with respect to the exercise of their legislative or other authorities under the Constitution of Canada.
2. This Agreement is not intended to infringe upon the treaty power of the United States of America, nor shall any term hereof be construed to alter or amend any treaty or term thereof that has been or may hereafter be executed by the United States of America.

**ARTICLE 701**

**RELATIONSHIP TO AGREEMENTS CONCLUDED BY CANADA OR THE UNITED STATES OF AMERICA**

1. Nothing in this Agreement is intended to provide nor shall be construed to provide, directly or indirectly, to any Person any right, claim or remedy under any treaty or international agreement nor is it intended to derogate any right, claim, or remedy that already exists under any treaty or international agreement.
2. Nothing in this Agreement is intended to affect the application of the Boundary Waters Treaty of 1909 whose requirements continue to apply in addition to the requirements of this Agreement.

**ARTICLE 702**

**RELATIONSHIP TO FIRST NATIONS AND TRIBES**

1. Nothing in this Agreement is intended to abrogate or derogate from treaty rights or rights held by any Tribe recognized by the federal government of the United States based upon its status as a Tribe recognized by the federal government of the United States.
2. Nothing in this Agreement is intended to abrogate or derogate from the protection provided for the existing aboriginal or treaty rights of aboriginal peoples in Ontario and Québec as recognized and affirmed by section 35 of the Constitution Act, 1982.

**ARTICLE 703**

**RELATIONSHIP TO OTHER AGREEMENTS AMONG THE PARTIES**

1. The Parties assert that by this Agreement they are fulfilling their existing commitments with respect to each other under the Great Lakes Charter and the Great Lakes Charter Annex.
2. The obligations of this Agreement shall be co-ordinated with any obligations set out in other environmental and conservation agreements between or among the Parties.

**ARTICLE 704**

**CONFIDENTIALITY**

1. Nothing in this Agreement requires a Party to breach confidentiality obligations or requirements prohibiting disclosure that it has under its own laws, to compromise security or a person's commercially sensitive or proprietary information.
2. A Party may take steps, including but not limited to deletion and redaction, deemed necessary to protect any confidential, proprietary or commercially sensitive information when distributing information to other Parties. The Party shall summarize or paraphrase any such information in a manner sufficient for the Regional Body to exercise its authorities contained in this Agreement.

**ARTICLE 705**

**MEASURES SUBJECT TO TRANSITIONAL PROVISIONS**

Each Party shall, from the date of execution of this Agreement, exercise its best efforts to refrain from taking any action that would defeat the objectives of this Agreement.

**ARTICLE 706  
AMENDMENTS**

1. The Parties may agree in writing to amend this Agreement.
2. An amendment to this Agreement requires the consent of all Parties to the Agreement.
3. When so agreed, and approved in accordance with the applicable legal procedures of each Party, an amendment shall constitute an integral part of this Agreement from the date of its entry into force.

**ARTICLE 707  
WITHDRAWAL AND TERMINATION PROCEDURE**

1. Twelve months after it gives written notice to all other Parties, a Party may withdraw from this Agreement.
2. If a Party withdraws, the Agreement shall remain in force among the remaining Parties.
3. This Agreement shall be terminated when all Parties, or all remaining Parties, agree in writing.

**ARTICLE 708  
ENTIRE AGREEMENT**

The Parties consider this Agreement to be a complete and integral whole. Each provision is material and any change or amendment made must be agreed to by all Parties.

**ARTICLE 709  
ENTRY INTO FORCE**

Parts of this Agreement come into force at different times. Except as otherwise provided in this Agreement, if in any part of the Agreement set out below the parties agree to adopt or implement measures or undertake any other action, this shall be done as expeditiously as possible and in any event no later than the earliest date specified for the part in this Article.

The following are the dates that the parts of this Agreement come into force:

1. On the day the Agreement is signed by all Parties:
  - a. Preamble;
  - b. Chapter 1 (General Provisions);
  - c. Article 202 (Implementation of the Standard and the Exception Standard);
  - d. Article 208 (Exemptions from the Agreement);
  - e. Article 302 (Science);
  - f. Article 303 (Availability of Applications and Records of Decisions);
  - g. Article 304, paragraph 1 (Water Conservation Objectives);
  - h. Chapter 4 (Great Lakes—St. Lawrence River Water Resources Regional Body);
  - i. Chapter 6 (Dispute Resolution); and,
  - j. Chapter 7 (Final Provisions).

2. 60 days after the last Party has notified the others that it has completed the Measures necessary to implement the following parts of this Agreement:
  - a. Article 200, paragraphs 1 and 2 (Prohibition of Diversions and Management and Regulation of Exceptions);
  - b. Article 201 (Exceptions to Prohibition of Diversions);
  - c. Article 203 (The Standard for management of Withdrawals and Consumptive Uses);
  - d. Article 204 (Proposals Subject to Regional Review);
  - e. Article 207 (Applicability);
  - f. Article 209 (Amendments to the Standard and Exception Standard and Periodic Assessment of Cumulative Impacts);
  - g. Article 210 (Judicial Review);
  - h. Article 300 (Water Management Program Review);
  - i. Article 304, except for paragraph 1 (Implementation of Water Conservation Programs of the Parties); and,
  - j. Chapter 5 (Regional Review).
3. 5 years after the date paragraph 2 of this Article comes into force or 60 days after the last Party has notified the others that it has completed the Measure necessary to implement it, whichever is first:
  - a. Article 200, paragraph 3 (Management of Withdrawals and Consumptive Uses);
  - b. Article 205 (Proposals Subject to Prior Notice);
  - c. Article 206 (Management and Regulation of New or Increased Withdrawals and Consumptive Uses); and,
  - d. Article 301 (Information).
4. Except as otherwise set out in this Agreement, 60 days following the date that the last Party has notified the others that it has completed the necessary legal procedures, any remaining parts of this Agreement shall come into force.
5. The terms, agreements, and review processes contained in the Great Lakes Charter of 1985 (“Charter”) shall remain in full force and effect unless and until the Parties to the Charter certify in writing that it has been replaced by the terms of this Agreement. Until the coming into force of Chapter 5 of this Agreement, the Regional Body as described in Chapter 4 shall be used for all prior notice and consultation activities as described in the Charter.

#### **ARTICLE 710 LANGUAGE**

This Agreement has been made and executed in English and French and both versions are equally authoritative.

Signed this 13<sup>th</sup> day of December, 2005.

Governor of Illinois

Governor of Indiana

Governor of Michigan

Governor of Minnesota

Governor of New York

Governor of Ohio

Premier of Ontario

Governor of Pennsylvania

Premier of Québec

Governor of Wisconsin