

By the Committee on Water & Resource Management and
Representatives Westbrook, Rayson and Laurent

1 A bill to be entitled
2 An act relating to water resources; creating
3 the Apalachicola-Chattahoochee-Flint River
4 Basin Compact; providing for enactment by
5 certain state legislatures and the United
6 States Congress; providing purposes; providing
7 scope; providing parties; providing
8 definitions; providing for legal viability;
9 creating the Apalachicola-Chattahoochee-Flint
10 River Basin Commission; providing for
11 appointments, organization, powers, and duties;
12 providing for development of an allocation
13 formula for the equitable apportionment of
14 surface waters; providing for termination of
15 the compact; providing for completion of
16 certain water resource studies; providing for
17 relationship of the compact to other laws;
18 providing for public participation; providing
19 for funding of the commission's operations;
20 providing procedures for resolution of
21 disputes; providing for enforcement actions;
22 providing for inapplicability to other stream
23 systems; preserving certain water-use rights
24 within a member state; providing agreements
25 regarding water quality; providing for effect
26 of underuse of a state's water allocation;
27 providing severability; providing for notice of
28 ratifications; requiring signatures to and
29 recording of compact; providing an effective
30 date.
31

1 Be It Enacted by the Legislature of the State of Florida:

2

3 Section 1. APALACHICOLA-CHATTAHOOCHEE-FLINT RIVER
4 BASIN COMPACT

5 The states of Alabama, Florida and Georgia and the
6 United States of America hereby agree to the following compact
7 which shall become effective upon enactment of concurrent
8 legislation by each respective state legislature and the
9 Congress of the United States.

10 SHORT TITLE

11 This Act shall be known and may be cited as the
12 "Apalachicola-Chattahoochee-Flint River Basin Compact" and
13 shall be referred to hereafter in this document as the "ACF
14 Compact" or "Compact."

15 ARTICLE I

16 COMPACT PURPOSES

17 This Compact among the states of Alabama, Florida and
18 Georgia and the United States of America has been entered into
19 for the purposes of promoting interstate comity, removing
20 causes of present and future controversies, equitably
21 apportioning the surface waters of the ACF, engaging in water
22 planning, and developing and sharing common data bases.

23 ARTICLE II

24 SCOPE OF THE COMPACT

25 This Compact shall extend to all of the waters arising
26 within the drainage basin of the ACF in the states of Alabama,
27 Florida and Georgia.

28 ARTICLE III

29 PARTIES

30 The parties to this Compact are the states of Alabama,
31 Florida and Georgia and the United States of America.

1 ARTICLE IV

2 DEFINITIONS

3 For the purposes of this Compact, the following words,
4 phrases and terms shall have the following meanings:

5 (a) "ACF Basin" or "ACF" means the area of natural
6 drainage into the Apalachicola River and its tributaries, the
7 Chattahoochee River and its tributaries, and the Flint River
8 and its tributaries. Any reference to the rivers within this
9 Compact will be designated using the letters "ACF" and when so
10 referenced will mean each of these three rivers and each of
11 the tributaries to each such river.

12 (b) "Allocation formula" means the methodology, in
13 whatever form, by which the ACF Basin Commission determines an
14 equitable apportionment of surface waters within the ACF Basin
15 among the three states. Such formula may be represented by a
16 table, chart, mathematical calculation or any other expression
17 of the Commission's apportionment of waters pursuant to this
18 compact.

19 (c) "Commission" or "ACF Basin Commission" means the
20 Apalachicola-Chattahoochee-Flint River Basin Commission
21 created and established pursuant to this Compact.

22 (d) "Ground waters" means waters within a saturated
23 zone or stratum beneath the surface of land, whether or not
24 flowing through known and definite channels.

25 (e) "Person" means any individual, firm, association,
26 organization, partnership, business, trust, corporation,
27 public corporation, company, the United States of America, any
28 state, and all political subdivisions, regions, districts,
29 municipalities, and public agencies thereof.

30 (f) "Surface waters" means waters upon the surface of
31 the earth, whether contained in bounds created naturally or

1 artificially or diffused. Water from natural springs shall be
2 considered "surface waters" when it exits from the spring onto
3 the surface of the earth.

4 (g) "United States" means the executive branch of the
5 government of the United States of America, and any
6 department, agency, bureau or division thereof.

7 (h) "Water Resource Facility" means any facility or
8 project constructed for the impoundment, diversion, retention,
9 control or regulation of waters within the ACF Basin for any
10 purpose.

11 (i) "Water resources," or "waters" means all surface
12 waters and ground waters contained or otherwise originating
13 within the ACF Basin.

14 ARTICLE V

15 CONDITIONS PRECEDENT TO LEGAL VIABILITY OF THE COMPACT

16 This Compact shall not be binding on any party until it
17 has been enacted into law by the legislatures of the states of
18 Alabama, Florida and Georgia and by the Congress of the United
19 States of America.

20 ARTICLE VI

21 ACF BASIN COMMISSION CREATED

22 (a) There is hereby created an interstate
23 administrative agency to be known as the "ACF Basin
24 Commission." The Commission shall be comprised of one member
25 representing the state of Alabama, one member representing the
26 state of Florida, one member representing the state of
27 Georgia, and one non-voting member representing the United
28 States of America. The state members shall be known as "State
29 Commissioners" and the federal member shall be known as the
30 "Federal Commissioner." The ACF Basin Commission is a body
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1 politic and corporate, with succession for the duration of
2 this Compact.

3 (b) The Governor of each of the states shall serve as
4 the State Commissioner for his or her state. Each State
5 Commissioner shall appoint one or more alternate members and
6 one of such alternates as designated by the State Commissioner
7 shall serve in the State Commissioner's place and carry out
8 the functions of the State Commissioner, including voting on
9 Commission matters, in the event the State Commissioner is
10 unable to attend a meeting of the Commission. The alternate
11 members from each state shall be knowledgeable in the field of
12 water resources management. Unless otherwise provided by law
13 of the state for which an alternate State Commissioner is
14 appointed, each alternate State Commissioner shall serve at
15 the pleasure of the State Commissioner. In the event of a
16 vacancy in the office of an alternate, it shall be filled in
17 the same manner as an original appointment.

18 (c) The President of the United States of America
19 shall appoint the Federal Commissioner who shall serve as the
20 representative of all federal agencies with an interest in the
21 ACF. The President shall also appoint an alternate Federal
22 Commissioner to attend and participate in the meetings of the
23 Commission in the event the Federal Commissioner is unable to
24 attend meetings. When at meetings, the alternate Federal
25 Commissioner shall possess all of the powers of the Federal
26 Commissioner. The Federal Commissioner and alternate
27 appointed by the President shall serve until they resign or
28 their replacements are appointed.

29 (d) Each state shall have one vote on the ACF Basin
30 Commission and the Commission shall make all decisions and
31 exercise all powers by unanimous vote of the three State

1 Commissioners. The Federal Commissioner shall not have a
2 vote, but shall attend and participate in all meetings of the
3 ACF Basin Commission to the same extent as the State
4 Commissioners.

5 (e) The ACF Basin Commission shall meet at least once
6 a year at a date set at its initial meeting. Such initial
7 meeting shall take place within ninety days of the
8 ratification of the Compact by the Congress of the United
9 States and shall be called by the chairman of the Commission.
10 Special meetings of the Commission may be called at the
11 discretion of the chairman of the Commission and shall be
12 called by the chairman of the Commission upon written request
13 of any member of the Commission. All members shall be
14 notified of the time and place designated for any regular or
15 special meeting at least five days prior to such meeting in
16 one of the following ways: by written notice mailed to the
17 last mailing address given to the Commission by each member,
18 by facsimile, telegram or by telephone. The Chairmanship of
19 the Commission shall rotate annually among the voting members
20 of the Commission on an alphabetical basis, with the first
21 chairman to be the State Commissioner representing the State
22 of Alabama.

23 (f) All meetings of the Commission shall be open to
24 the public.

25 (g) The ACF Basin Commission, so long as the exercise
26 of power is consistent with this Compact, shall have the
27 following general powers:

28 (1) to adopt bylaws and procedures governing its
29 conduct;

30 (2) to sue and be sued in any court of competent
31 jurisdiction;

- 1 (3) to retain and discharge professional, technical,
2 clerical and other staff and such consultants as are necessary
3 to accomplish the purposes of this Compact;
4 (4) to receive funds from any lawful source and expend
5 funds for any lawful purpose;
6 (5) to enter into agreements or contracts, where
7 appropriate, in order to accomplish the purposes of this
8 Compact;
9 (6) to create committees and delegate
10 responsibilities;
11 (7) to plan, coordinate, monitor, and make
12 recommendations for the water resources of the ACF Basin for
13 the purposes of, but not limited to, minimizing adverse
14 impacts of floods and droughts and improving water quality,
15 water supply, and conservation as may be deemed necessary by
16 the Commission;
17 (8) to participate with other governmental and
18 non-governmental entities in carrying out the purposes of this
19 Compact;
20 (9) to conduct studies, to generate information
21 regarding the water resources of the ACF Basin, and to share
22 this information among the Commission members and with others;
23 (10) to cooperate with appropriate state, federal, and
24 local agencies or any other person in the development,
25 ownership, sponsorship, and operation of water resource
26 facilities in the ACF Basin; provided, however, that the
27 Commission shall not own or operate a federally-owned water
28 resource facility unless authorized by the United States
29 Congress;
30 (11) to acquire, receive, hold and convey such
31 personal and real property as may be necessary for the

1 performance of its duties under the Compact; provided,
2 however, that nothing in this Compact shall be construed as
3 granting the ACF Basin Commission authority to issue bonds or
4 to exercise any right of eminent domain or power of
5 condemnation;

6 (12) to establish and modify an allocation formula for
7 apportioning the surface waters of the ACF Basin among the
8 states of Alabama, Florida and Georgia; and

9 (13) to perform all functions required of it by this
10 Compact and to do all things necessary, proper or convenient
11 in the performance of its duties hereunder, either
12 independently or in cooperation with any state or the United
13 States.

14 ARTICLE VII

15 EQUITABLE APPORTIONMENT

16 (a) It is the intent of the parties to this Compact to
17 develop an allocation formula for equitably apportioning the
18 surface waters of the ACF Basin among the states while
19 protecting the water quality, ecology and biodiversity of the
20 ACF, as provided in the Clean Water Act, 33 U.S.C. Sections
21 1251 et seq., the Endangered Species Act, 16 U.S.C. Sections
22 1532 et seq., the National Environmental Policy Act, 42 U.S.C.
23 Sections 4321 et seq., the Rivers and Harbors Act of 1899, 33
24 U.S.C. Sections 401 et seq., and other applicable federal
25 laws. For this purpose, all members of the ACF Basin
26 Commission, including the Federal Commissioner, shall have
27 full rights to notice of and participation in all meetings of
28 the ACF Basin Commission and technical committees in which the
29 basis and terms and conditions of the allocation formula are
30 to be discussed or negotiated. When an allocation formula is
31 unanimously approved by the State Commissioners, there shall

1 be an agreement among the states regarding an allocation
2 formula. The allocation formula thus agreed upon shall become
3 effective and binding upon the parties to this Compact upon
4 receipt by the Commission of a letter of concurrence with said
5 formula from the Federal Commissioner. If, however, the
6 Federal Commissioner fails to submit a letter of concurrence
7 to the Commission within two hundred ten (210) days after the
8 allocation formula is agreed upon by the State Commissioners,
9 the Federal Commissioner shall within forty-five (45) days
10 thereafter submit to the ACF Basin Commission a letter of
11 nonconcurrence with the allocation formula setting forth
12 therein specifically and in detail the reasons for
13 nonconcurrence; provided, however, the reasons for
14 nonconcurrence as contained in the letter of nonconcurrence
15 shall be based solely upon federal law. The allocation
16 formula shall also become effective and binding upon the
17 parties to this Compact if the Federal Commissioner fails to
18 submit to the ACF Basin Commission a letter of nonconcurrence
19 in accordance with this Article. Once adopted pursuant to
20 this Article, the allocation formula may only be modified by
21 unanimous decision of the State Commissioners and the
22 concurrence by the Federal Commissioner in accordance with the
23 procedures set forth in this Article.

24 (b) The parties to this Compact recognize that the
25 United States operates certain projects within the ACF Basin
26 that may influence the water resources within the ACF Basin.
27 The parties to this Compact further acknowledge and recognize
28 that various agencies of the United States have
29 responsibilities for administering certain federal laws and
30 exercising certain federal powers that may influence the water
31 resources within the ACF Basin. It is the intent of the

1 parties to this Compact, including the United States, to
2 achieve compliance with the allocation formula adopted in
3 accordance with this Article. Accordingly, once an allocation
4 formula is adopted, each and every officer, agency, and
5 instrumentality of the United States shall have an obligation
6 and duty, to the maximum extent practicable, to exercise their
7 powers, authority, and discretion in a manner consistent with
8 the allocation formula so long as the exercise of such powers,
9 authority, and discretion is not in conflict with federal law.
10 (c) Between the effective date of this Compact and the
11 approval of the allocation formula under this Article, the
12 signatories to this Compact agree that any person who is
13 withdrawing, diverting, or consuming water resources of the
14 ACF Basin as of the effective date of this Compact, may
15 continue to withdraw, divert or consume such water resources
16 in accordance with the laws of the state where such person
17 resides or does business and in accordance with applicable
18 federal laws. The parties to this Compact further agree that
19 any such person may increase the amount of water resources
20 withdrawn, diverted or consumed to satisfy reasonable
21 increases in the demand of such person for water between the
22 effective date of this Compact and the date on which an
23 allocation formula is approved by the ACF Basin Commission as
24 permitted by applicable law. Each of the state parties to
25 this Compact further agree to provide written notice to each
26 of the other parties to this Compact in the event any person
27 increases the withdrawal, diversion or consumption of such
28 water resources by more than 10 million gallons per day on an
29 average annual daily basis, or in the event any person, who
30 was not withdrawing, diverting or consuming any water
31 resources from the ACF Basin as of the effective date of this

1 Compact, seeks to withdraw, divert or consume more than one
2 million gallons per day on an average annual daily basis from
3 such resources. This Article shall not be construed as
4 granting any permanent, vested or perpetual rights to the
5 amounts of water used between January 3, 1992 and the date on
6 which the Commission adopts an allocation formula.

7 (d) As the owner, operator, licensor, permitting
8 authority or regulator of a water resource facility under its
9 jurisdiction, each state shall be responsible for using its
10 best efforts to achieve compliance with the allocation formula
11 adopted pursuant to this Article. Each such state agrees to
12 take such actions as may be necessary to achieve compliance
13 with the allocation formula.

14 (e) This Compact shall not commit any state to agree
15 to any data generated by any study or commit any state to any
16 allocation formula not acceptable to such state.

17 ARTICLE VIII

18 CONDITIONS RESULTING IN TERMINATION OF THE COMPACT

19 (a) This Compact shall be terminated and thereby be
20 void and of no further force and effect if any of the
21 following events occur:

22 (1) The legislatures of the states of Alabama, Florida
23 and Georgia each agree by general laws enacted by each state
24 within any three consecutive years that this Compact should be
25 terminated.

26 (2) The United States Congress enacts a law expressly
27 repealing this Compact.

28 (3) The States of Alabama, Florida and Georgia fail to
29 agree on an equitable apportionment of the surface waters of
30 the ACF as provided in Article VII(a) of this Compact by
31

1 December 31, 1998, unless the voting members of the ACF Basin
2 Commission unanimously agree to extend this deadline.

3 (4) The Federal Commissioner submits to the Commission
4 a letter of nonconcurrence in the initial allocation formula
5 in accordance with Article VII(a) of the Compact, unless the
6 voting members of the ACF Basin Commission unanimously agree
7 to allow a single 45 day period in which the non-voting
8 Federal Commissioner and the voting State Commissioners may
9 renegotiate an allocation formula and the Federal Commissioner
10 withdraws the letter of nonconcurrence upon completion of this
11 renegotiation.

12 (b) If the Compact is terminated in accordance with
13 this Article it shall be of no further force and effect and
14 shall not be the subject of any proceeding for the enforcement
15 thereof in any federal or state court. Further, if so
16 terminated, no party shall be deemed to have acquired a
17 specific right to any quantity of water because it has become
18 a signatory to this Compact.

19 ARTICLE IX

20 COMPLETION OF STUDIES PENDING ADOPTION OF ALLOCATION FORMULA

21 The ACF Basin Commission, in conjunction with one or
22 more interstate, federal, state or local agencies, is hereby
23 authorized to participate in any study in process as of the
24 effective date of this Compact, including, without limitation,
25 all or any part of the
26 Alabama-Coosa-Tallapoosa/Apalachicola-Chattahoochee-Flint
27 River Basin Comprehensive Water Resource Study, as may be
28 determined by the Commission in its sole discretion.

29 ARTICLE X

30 RELATIONSHIP TO OTHER LAWS

31

1 (a) It is the intent of the party states and of the
2 United States Congress by ratifying this Compact, that all
3 state and federal officials enforcing, implementing or
4 administering other state and federal laws affecting the ACF
5 Basin shall, to the maximum extent practicable, enforce,
6 implement or administer those laws in furtherance of the
7 purposes of this Compact and the allocation formula adopted by
8 the Commission insofar as such actions are not in conflict
9 with applicable federal laws.

10 (b) Nothing contained in this Compact shall be deemed
11 to restrict the executive powers of the President in the event
12 of a national emergency.

13 (c) Nothing contained in this Compact shall impair or
14 affect the constitutional authority of the United States or
15 any of its powers, rights, functions or jurisdiction under
16 other existing or future laws in and over the area or waters
17 which are the subject of the Compact, including projects of
18 the Commission, nor shall any act of the Commission have the
19 effect of repealing, modifying or amending any federal law.
20 All officers, agencies and instrumentalities of the United
21 States shall exercise their powers and authority over water
22 resources in the ACF Basin and water resource facilities, and
23 to the maximum extent practicable, shall exercise their
24 discretion in carrying out their responsibilities, powers, and
25 authorities over water resources in the ACF Basin and water
26 resource facilities in the ACF Basin in a manner consistent
27 with and that effectuates the allocation formula developed
28 pursuant to this Compact or any modification of the allocation
29 formula so long as the actions are not in conflict with any
30 applicable federal law. The United States Army Corps of
31 Engineers, or its successors, and all other federal agencies

1 and instrumentalities shall cooperate with the ACF Basin
2 Commission in accomplishing the purposes of the Compact and
3 fulfilling the obligations of each of the parties to the
4 Compact regarding the allocation formula.

5 (d) Once adopted by the three states and ratified by
6 the United States Congress, this Compact shall have the full
7 force and effect of federal law, and shall supersede state and
8 local laws operating contrary to the provisions herein or the
9 purposes of this Compact; provided, however, nothing contained
10 in this Compact shall be construed as affecting or intending
11 to affect or in any way to interfere with the laws of the
12 respective signatory states relating to water quality, and
13 riparian rights as among persons exclusively within each
14 state.

15 ARTICLE XI

16 PUBLIC PARTICIPATION

17 All meetings of the Commission shall be open to the
18 public. The signatory parties recognize the importance and
19 necessity of public participation in activities of the
20 Commission, including the development and adoption of the
21 initial allocation formula and any modification thereto.
22 Prior to the adoption of the initial allocation formula, the
23 Commission shall adopt procedures ensuring public
24 participation in the development, review, and approval of the
25 initial allocation formula and any subsequent modification
26 thereto. At a minimum, public notice to interested parties
27 and a comment period shall be provided. The Commission shall
28 respond in writing to relevant comments.

29 ARTICLE XII

30 FUNDING AND EXPENSES OF THE COMMISSION

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1 Commissioners shall serve without compensation from the
2 ACF Basin Commission. All general operational funding
3 required by the Commission and agreed to by the voting members
4 shall obligate each state to pay an equal share of such agreed
5 upon funding. Funds remitted to the Commission by a state in
6 payment of such obligation shall not lapse; provided, however,
7 that if any state fails to remit payment within 90 days after
8 payment is due, such obligation shall terminate and any state
9 which has made payment may have such payment returned. Costs
10 of attendance and participation at meetings of the Commission
11 by the Federal Commissioner shall be paid by the United
12 States.

13 ARTICLE XIII

14 DISPUTE RESOLUTION

15 (a) In the event of a dispute between two or more
16 voting members of this Compact involving a claim relating to
17 compliance with the allocation formula adopted by the
18 Commission under this Compact, the following procedures shall
19 govern:

20 (1) Notice of claim shall be filed with the Commission
21 by a voting member of this Compact and served upon each member
22 of the Commission. The notice shall provide a written
23 statement of the claim, including a brief narrative of the
24 relevant matters supporting the claimant's position.

25 (2) Within twenty (20) days of the Commission's
26 receipt of a written statement of a claim, the party or
27 parties to the Compact against whom the complaint is made may
28 prepare a brief narrative of the relevant matters and file it
29 with the Commission and serve it upon each member of the
30 Commission.

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1 (3) Upon receipt of a claim and any response or
2 responses thereto, the Commission shall convene as soon as
3 reasonably practicable, but in no event later than twenty (20)
4 days from receipt of any response to the claim, and shall
5 determine if a resolution of the dispute is possible.

6 (4) A resolution of a dispute under this Article
7 through unanimous vote of the State Commissioners shall be
8 binding upon the state parties and any state party determined
9 to be in violation of the allocation formula shall correct
10 such violation without delay.

11 (5) If the Commission is unable to resolve the dispute
12 within 10 days from the date of the meeting convened pursuant
13 to subparagraph (a)(3) of this Article, the Commission shall
14 select, by unanimous decision of the voting members of the
15 Commission, an independent mediator to conduct a non-binding
16 mediation of the dispute. The mediator shall not be a
17 resident or domiciliary of any member state, shall not be an
18 employee or agent of any member of the Commission, shall be a
19 person knowledgeable in water resource management issues, and
20 shall disclose any and all current or prior contractual or
21 other relations to any member of the Commission. The expenses
22 of the mediator shall be paid by the Commission. If the
23 mediator becomes unwilling or unable to serve, the Commission
24 by unanimous decision of the voting members of the Commission,
25 shall appoint another independent mediator.

26 (6) If the Commission fails to appoint an independent
27 mediator to conduct a non-binding mediation of the dispute
28 within seventy-five (75) days of the filing of the original
29 claim or within thirty (30) days of the date on which the
30 Commission learns that a mediator is unwilling or unable to
31 serve, the party submitting the claim shall have no further

1 obligation to bring the claim before the Commission and may
2 proceed by pursuing any appropriate remedies, including any
3 and all judicial remedies.

4 (7) If an independent mediator is selected, the
5 mediator shall establish the time and location for the
6 mediation session or sessions and may request that each party
7 to the Compact submit, in writing, to the mediator a statement
8 of its position regarding the issue or issues in dispute.
9 Such statements shall not be exchanged by the parties except
10 upon the unanimous agreement of the parties to the mediation.

11 (8) The mediator shall not divulge confidential
12 information disclosed to the mediator by the parties or by
13 witnesses, if any, in the course of the mediation. All
14 records, reports, or other documents received by a mediator
15 while serving as a mediator shall be considered confidential.
16 The mediator shall not be compelled in any adversary
17 proceeding or judicial forum to divulge the contents of such
18 documents or the fact that such documents exist or to testify
19 in regard to the mediation.

20 (9) Each party to the mediation shall maintain the
21 confidentiality of the information received during the
22 mediation and shall not rely on or introduce in any judicial
23 proceeding as evidence:

24 a. Views expressed or suggestions made by another
25 party regarding a settlement of the dispute;

26 b. Proposals made or views expressed by the mediator;
27 or

28 c. The fact that another party to the hearing had or
29 had not indicated a willingness to accept a proposal for
30 settlement of the dispute.

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1 (10) The mediator may terminate the non-binding
2 mediation session or sessions whenever, in the judgment of the
3 mediator, further efforts to resolve the dispute would not
4 lead to a resolution of the dispute between or among the
5 parties. Any party to the dispute may terminate the mediation
6 process at any time by giving written notification to the
7 mediator and the Commission. If terminated prior to reaching
8 a resolution, the party submitting the original claim to the
9 Commission shall have no further obligation to bring its claim
10 before the Commission and may proceed by pursuing any
11 appropriate remedies, including any and all judicial remedies.

12 (11) The mediator shall have no authority to require
13 the parties to enter into a settlement of any dispute
14 regarding the Compact. The mediator may simply attempt to
15 assist the parties in reaching a mutually acceptable
16 resolution of their dispute. The mediator is authorized to
17 conduct joint and separate meetings with the parties to the
18 mediation and to make oral or written recommendations for a
19 settlement of the dispute.

20 (12) At any time during the mediation process, the
21 Commission is encouraged to take whatever steps it deems
22 necessary to assist the mediator or the parties to resolve the
23 dispute.

24 (13) In the event of a proceeding seeking enforcement
25 of the allocation formula, this Compact creates a cause of
26 action solely for equitable relief. No action for money
27 damages may be maintained. The party or parties alleging a
28 violation of the Compact shall have the burden of proof.

29 (b) In the event of a dispute between any voting
30 member and the United States relating to a state's
31 noncompliance with the allocation formula as a result of

1 actions or a refusal to act by officers, agencies or
2 instrumentalities of the United States, the provisions set
3 forth in paragraph (a) of this Article (other than the
4 provisions of subparagraph (a)(4)) shall apply.

5 (c) The United States may initiate dispute resolution
6 under paragraph (a) in the same manner as other parties to
7 this Compact.

8 (d) Any signatory party who is affected by any action
9 of the Commission, other than the adoption or enforcement of
10 or compliance with the allocation formula, may file a
11 complaint before the ACF Basin Commission seeking to enforce
12 any provision of this Compact.

13 (1) The Commission shall refer the dispute to an
14 independent hearing officer or mediator, to conduct a hearing
15 or mediation of the dispute. If the parties are unable to
16 settle their dispute through mediation, a hearing shall be
17 held by the Commission or its designated hearing officer.
18 Following a hearing conducted by a hearing officer, the
19 hearing officer shall submit a report to the Commission
20 setting forth findings of fact and conclusions of law, and
21 making recommendations to the Commission for the resolution of
22 the dispute.

23 (2) The Commission may adopt or modify the
24 recommendations of the hearing officer within 60 days of
25 submittal of the report. If the Commission is unable to reach
26 unanimous agreement on the resolution of the dispute within 60
27 days of submittal of the report with the concurrence of the
28 Federal Commissioner in disputes involving or affecting
29 federal interests, the affected party may file an action in
30 any court of competent jurisdiction to enforce the provisions
31 of this Compact. The hearing officer's report shall be of no

1 force and effect and shall not be admissible as evidence in
2 any further proceedings.

3 (e) All actions under this Article shall be subject to
4 the following provisions:

5 (1) The Commission shall adopt guidelines and
6 procedures for the appointment of hearing officers or
7 independent mediators to conduct all hearings and mediations
8 required under this Article. The hearing officer or mediator
9 appointed under this Article shall be compensated by the
10 Commission.

11 (2) All hearings or mediations conducted under this
12 article may be conducted utilizing the Federal Administrative
13 Procedures Act, the Federal Rules of Civil Procedure, and the
14 Federal Rules of Evidence. The Commission may also choose to
15 adopt some or all of its own procedural and evidentiary rules
16 for the conduct of hearings or mediations under this Compact.

17 (3) Any action brought under this Article shall be
18 limited to equitable relief only. This Compact shall not give
19 rise to a cause of action for money damages.

20 (4) Any signatory party bringing an action before the
21 Commission under this Article shall have the burdens of proof
22 and persuasion.

23 ARTICLE XIV

24 ENFORCEMENT

25 The Commission may, upon unanimous decision, bring an
26 action against any person to enforce any provision of this
27 Compact, other than the adoption or enforcement of or
28 compliance with the allocation formula, in any court of
29 competent jurisdiction.

30 ARTICLE XV

31 IMPACTS ON OTHER STREAM SYSTEMS

1 This Compact shall not be construed as establishing any
2 general principle or precedent applicable to any other
3 interstate streams.

4 ARTICLE XVI

5 IMPACT OF COMPACT ON USE OF WATER

6 WITHIN THE BOUNDARIES OF THE COMPACTING STATES

7 The provisions of this Compact shall not interfere with
8 the right or power of any state to regulate the use and
9 control of water within the boundaries of the state, providing
10 such state action is not inconsistent with the allocation
11 formula.

12 ARTICLE XVII

13 AGREEMENT REGARDING WATER QUALITY

14 (a) The States of Alabama, Florida, and Georgia
15 mutually agree to the principle of individual State efforts to
16 control man-made water pollution from sources located and
17 operating within each State and to the continuing support of
18 each State in active water pollution control programs.

19 (b) The States of Alabama, Florida, and Georgia agree
20 to cooperate, through their appropriate State agencies, in the
21 investigation, abatement, and control of sources of alleged
22 interstate pollution within the ACF River Basin whenever such
23 sources are called to their attention by the Commission.

24 (c) The States of Alabama, Florida, and Georgia agree
25 to cooperate in maintaining the quality of the waters of the
26 ACF River Basin.

27 (d) The States of Alabama, Florida, and Georgia agree
28 that no State may require another state to provide water for
29 the purpose of water quality control as a substitute for or in
30 lieu of adequate waste treatment.

31 ARTICLE XVIII

1 EFFECT OF OVER OR UNDER DELIVERIES UNDER THE COMPACT

2 No state shall acquire any right or expectation to the
3 use of water because of any other state's failure to use the
4 full amount of water allocated to it under this Compact.

5 ARTICLE XIX

6 SEVERABILITY

7 If any portion of this Compact is held invalid for any
8 reason, the remaining portions, to the fullest extent
9 possible, shall be severed from the void portion and given the
10 fullest possible force, effect, and application.

11 ARTICLE XX

12 NOTICE AND FORMS OF SIGNATURE

13 Notice of ratification of this Compact by the
14 legislature of each state shall promptly be given by the
15 Governor of the ratifying state to the Governors of the other
16 participating states. When all three state legislatures have
17 ratified the Compact, notice of their mutual ratification
18 shall be forwarded to the Congressional delegation of the
19 signatory states for submission to the Congress of the United
20 States for ratification. When the Compact is ratified by the
21 Congress of the United States, the President, upon signing the
22 federal ratification legislation, shall promptly notify the
23 Governors of the participating states and appoint the Federal
24 Commissioner. The Compact shall be signed by all four
25 Commissioners as their first order of business at their first
26 meeting and shall be filed of record in the party states.

27 Section 2. This act shall take effect upon becoming a
28 law.

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