

**ENVIRONMENTAL COOPERATION AGREEMENT**

**ON**

**THE MANAGEMENT OF LAKE CHAMPLAIN**

**BETWEEN**

**THE STATE OF VERMONT,**

**THE STATE OF NEW YORK**

**AND**

**THE GOUVERNEMENT DU QUÉBEC**

**THE STATE OF VERMONT,**

**THE STATE OF NEW YORK,**

**AND**

**THE GOUVERNEMENT DU QUÉBEC,**

Hereinafter, collectively designated the “Parties”,

**WHEREAS** the Lake Champlain Basin is a public treasure shared by the State of New York, Québec and the State of Vermont;

**WHEREAS** the State of New York, Québec and the State of Vermont share a common boundary on Lake Champlain and the Parties have a shared goal to protect, conserve and manage the Waters of the Basin since 1988;

**WHEREAS** there has been a long-standing effort by the Parties and by many civic organizations and institutions to protect the water quality in Lake Champlain;

**WHEREAS** while there continues to be significant progress in restoring and improving the health of the Lake Champlain Basin Ecosystem, the Waters, Water Dependent Natural Resources and the Cultural Heritage and Recreation Resources of the Basin remain at risk and continue to be sensitive to damage;

**WHEREAS** the Parties must balance economic development, social development and environmental protection as interdependent and mutually reinforcing pillars of sustainable development;

**WHEREAS** 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 Parties must act to ensure the protection and conservation of the waters and water dependent natural resources of the Basin for future generations;

**WHEREAS** the Parties recognize the critical and complementary role that each Party has in implementing the Lake Champlain Basin's long-term management plan entitled *Opportunities for Action: an evolving plan for the future of the Lake Champlain Basin*;

**WHEREAS**, the Parties recognize the importance of collaborative work to accomplish common goals for the Lake Champlain Basin;

**RECOGNIZING** that the Lake Champlain Steering Committee (hereinafter called Steering Committee), owing to the ongoing support of the Lake Champlain Basin Program, constitutes the best instrument for ensuring the efficient coordination of efforts deployed by each of the Parties for implementing the Lake Champlain Basin's long-term management plan;

**WISHING** to pursue their cooperation to ensure the protection and conservation of the Lake Champlain Basin, its restoration and enhancement and to maintain the integrity of its ecosystem;

**THEREFORE, THE PARTIES HEREBY AGREE TO THE FOLLOWING:**

### **SECTION 1:**

#### **PURPOSE OF THE AGREEMENT**

The purpose of the Agreement is to:

- 1.1 maintain the Steering Committee for cooperative management of Lake Champlain and its watershed to enhance and preserve the character of the Lake and its environs;
- 1.2 build upon those cooperative relationships and historic program compacts which are currently operative;
- 1.3 develop priorities for Steering Committee collaboration for lake management and enhance and establish, where appropriate, a process for the regular exchange of information and for more systematic cooperation in project implementation and research and data gathering, on subjects affecting the Lake including but not limited to:
  - water quality;
  - water conservation;
  - air quality;
  - water quantity;
  - lake levels and flood mitigation;
  - recreational resources;
  - cultural heritage resources;
  - fish and wildlife;
  - nuisance and invasive species management;
  - agricultural nutrient management and soil health;
  - blue-green algae and other cyanobacteria;
  - economic vitality;
  - natural resource management;
  - solid waste management;
  - pesticide and herbicide applications;
  - toxic and hazardous materials management;
  - aesthetics and critical environmental areas.

- 1.4 provide a mechanism for the participation of each Party in regulatory proceedings addressing significant actions affecting the Lake and its Basin; and
- 1.5 facilitate collaboration between governments and the various organizations that could contribute to flood prevention and forecasting or to mitigation of damages from future floods in the watersheds of Lake Champlain and the Richelieu River.

## **SECTION 2: STEERING COMMITTEE**

### **2.1 Chairmanship and membership**

The Steering Committee is co-chaired by the New York State Commissioner of the Department of Environmental Conservation, the Minister of Environment and the Fight Against Climate Change of Québec and the Vermont Secretary of the Agency of Natural Resources. Each co-chair may designate a delegate to carry out responsibilities under the Agreement.

Membership on the Steering Committee may include officials from other state, federal, and provincial agencies or departments having an interest in the cooperative programs. Steering Committee membership includes the Chairs of the Citizens Advisory Committee for each Party, a local government representative from each Party, Technical Advisory Committee Chair, Heritage Area Program Advisory Committee Chair, and Education and Outreach Advisory Committee Chair as described in *Opportunities for Action: an evolving plan for the future of the Lake Champlain Basin*. The Executive Director, or designee, of the fiduciary agent for the Lake Champlain Basin Program, shall serve as a non-voting member.

### **2.2 Functions of the Steering Committee**

The role of the Steering Committee is to:

- a. provide a forum for discussion of policies and issues of mutual concern;
- b. identify topics of mutual interest where the exchange of information and cooperative actions will be beneficial;
- c. implement the Lake Champlain Basin's long-term management plan *Opportunities for Action: an evolving plan for the future of the Lake Champlain Basin*;
- d. prepare, prioritize, and approve the annual budget for the Lake Champlain Basin Program, and identify additional resources necessary for plan implementation;
- e. review the progress of cooperative efforts for management of Lake

Champlain and make recommendations for future activities;

- f. seek the involvement of the public and appropriate academic institutions in the joint effort to guide management of the Lake;
- g. promote interaction among regulatory and management programs in the review of developments that affect the Lake; and
- h. revise and update *Opportunities for Action: an evolving plan for the future of the Lake Champlain Basin* on a five-year schedule.

### 2.3 Relationship to the Lake Champlain Basin Program

The Steering Committee maintains close relations with the Lake Champlain Basin Program (LCBP) whose mandate is to:

- a. facilitate the cooperation and development of consensus on matters arising under this Agreement;
- b. ensure the monitoring and report on the implementation of this Agreement and the Lake Champlain long-term management plan entitled *Opportunities for Action: an evolving plan for the future of the Lake Champlain Basin* and updates made by the Parties, including: data collection; and the implementation of programs by each of the Parties;
- c. establish, in collaboration with the Parties, basin-wide goals and make recommendations about them;
- d. make recommendations to the Parties on the development and enhancement of water management programs;
- e. perform any other functions necessary to implement this Agreement.

### 2.4 Annual Report

The Parties shall cooperate with the Lake Champlain Basin Program to report on cooperative programs. This report is distributed to members of the respective Legislatures, and to the public.

### 2.5 Coordination

Each co-chair designates a staff person to coordinate involvement among agencies or departments of the Party it represents and to develop more detailed protocols for fulfilling the goals of cooperation and information sharing.

### 2.6 Meeting

The Steering Committee shall meet at least twice yearly or on a more frequent basis as needed. Special committee meetings may be convened at the request of any of the Parties.

**SECTION 3:  
DOCUMENTATION AND INFORMATION EXCHANGES**

The Parties agree to exchange, on a regular basis, copies of legislative texts, bills, regulations, guidelines, brochures, studies, reports, bulletins and other materials concerning the ecosystem of Lake Champlain and its environment.

**SECTION 4:  
PRIOR NOTIFICATION AND CONSULTATION**

The Parties further agree, where practicable, to provide prior notification and opportunity for consultation to each other on any pending major action which could affect the environmental quality of the Lake. The Parties also agree to provide notice and consultation in the case of any event (natural or accidental) which could affect the environmental quality of the Lake.

**SECTION 5:  
SCIENTIFIC RESEARCH**

The Parties agree to examine the possibility of carrying out, where feasible, joint scientific research of environmental subjects of mutual interest.

**SECTION 6:  
CONSULTATION WITH THE PUBLIC**

The Parties agree to develop and implement an appropriate public participation program and to support the activities of the Citizens Advisory Committees.

**SECTION 7:  
FINAL PROVISIONS**

This Agreement shall enter into force on the date of its last signature by the Parties and shall remain in force for a term of five (5) years. Further, this Agreement shall automatically renew for additional five (5) year renewal terms. However, any Party may terminate this Agreement, without cause, but only upon providing six (6) months prior written notice to the other Parties. If such notice is given, the Parties will take the necessary measures to ensure that any activities and projects undertaken jointly under this Agreement are completed. This Agreement may be amended or modified at any time, but only by written agreement signed by each Party hereto.

This Agreement continues the purpose of the Memorandum of Understanding on Environmental Cooperation on the Management of Lake Champlain among the State of New York, the Gouvernement du Québec and the State of Vermont signed in Burlington on March 23, 2015 and in Albany on April 27, 2015 and expired on April 27, 2020.

Done in triplicate in the English and French languages, both texts being equally authentic.

**FOR THE STATE OF VERMONT**

**FOR THE STATE OF NEW YORK**

At Vermont, the 22<sup>nd</sup> March 2022<sup>3</sup>

At New York, the 4 May 2022<sup>3</sup>



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Philip B. Scott  
Governor

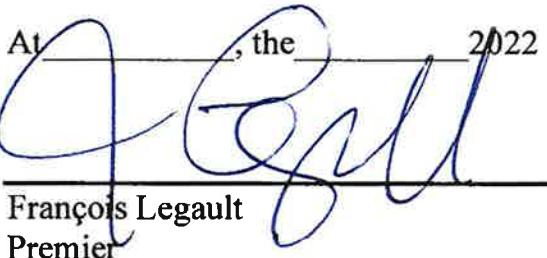


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Kathleen C. Hochul  
Governor

**FOR THE GOUVERNEMENT DU QUÉBEC**

At \_\_\_\_\_, the \_\_\_\_\_ 2022



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François Legault  
Premier

**Witnesses**

**FOR THE STATE OF VERMONT**

**FOR THE STATE OF NEW YORK**

At Vermont, the 22 Mar 2022<sup>3</sup>

At New York, the 8 May 2022



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Julie Moore  
Secretary  
Agency of Natural Resources



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Basil Seggos  
Commissioner  
Department of Environmental  
Conservation