

Calendar No. 314

106TH CONGRESS
1ST SESSION

S. 492

[Report No. 106-181]

A BILL

To amend the Federal Water Pollution Control Act
to assist in the restoration of the Chesapeake
Bay, and for other purposes.

OCTOBER 13, 1999

Reported without amendment

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IN THE SENATE OF THE UNITED STATES

MARCH 2, 1999

Mr. SARBANES (for himself, Ms. MIKULSKI, Mr. WARNER, Mr. ROBB, and Mr. SANTORUM) introduced the following bill; which was read twice and referred to the Committee on Environment and Public Works

OCTOBER 13, 1999

Reported by Mr. CHAFEE without amendment

A BILL

To amend the Federal Water Pollution Control Act to assist in the restoration of the Chesapeake Bay, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Chesapeake Bay Res-
5 toration Act of 1999”.

1 **SEC. 2. FINDINGS AND PURPOSES.**

2 (a) FINDINGS.—Congress finds that—

3 (1) the Chesapeake Bay is a national treasure
4 and a resource of worldwide significance;

5 (2) over many years, the productivity and water
6 quality of the Chesapeake Bay and its watershed
7 were diminished by pollution, excessive sedimenta-
8 tion, shoreline erosion, the impacts of population
9 growth and development in the Chesapeake Bay wa-
10 tershed, and other factors;

11 (3) the Federal Government (acting through
12 the Administrator of the Environmental Protection
13 Agency), the Governor of the State of Maryland, the
14 Governor of the Commonwealth of Virginia, the Gov-
15 ernor of the Commonwealth of Pennsylvania, the
16 Chairperson of the Chesapeake Bay Commission,
17 and the Mayor of the District of Columbia, as
18 Chesapeake Bay Agreement signatories, have com-
19 mitted to a comprehensive cooperative program to
20 achieve improved water quality and improvements in
21 the productivity of living resources of the Bay;

22 (4) the cooperative program described in para-
23 graph (3) serves as a national and international
24 model for the management of estuaries; and

25 (5) there is a need to expand Federal support
26 for monitoring, management, and restoration activi-

1 ties in the Chesapeake Bay and the tributaries of
 2 the Bay in order to meet and further the original
 3 and subsequent goals and commitments of the
 4 Chesapeake Bay Program.

5 (b) PURPOSES.—The purposes of this Act are—

6 (1) to expand and strengthen cooperative ef-
 7 forts to restore and protect the Chesapeake Bay;
 8 and

9 (2) to achieve the goals established in the
 10 Chesapeake Bay Agreement.

11 **SEC. 3. CHESAPEAKE BAY.**

12 The Federal Water Pollution Control Act is amended
 13 by striking section 117 (33 U.S.C. 1267) and inserting
 14 the following:

15 **“SEC. 117. CHESAPEAKE BAY.**

16 “(a) DEFINITIONS.—In this section:

17 “(1) ADMINISTRATIVE COST.—The term ‘ad-
 18 ministrative cost’ means the cost of salaries and
 19 fringe benefits incurred in administering a grant
 20 under this section.

21 “(2) CHESAPEAKE BAY AGREEMENT.—The
 22 term ‘Chesapeake Bay Agreement’ means the for-
 23 mal, voluntary agreements executed to achieve the
 24 goal of restoring and protecting the Chesapeake Bay
 25 ecosystem and the living resources of the Chesa-

1 peake Bay ecosystem and signed by the Chesapeake
2 Executive Council.

3 “(3) CHESAPEAKE BAY ECOSYSTEM.—The term
4 ‘Chesapeake Bay ecosystem’ means the ecosystem of
5 the Chesapeake Bay and its watershed.

6 “(4) CHESAPEAKE BAY PROGRAM.—The term
7 ‘Chesapeake Bay Program’ means the program di-
8 rected by the Chesapeake Executive Council in ac-
9 cordance with the Chesapeake Bay Agreement.

10 “(5) CHESAPEAKE EXECUTIVE COUNCIL.—The
11 term ‘Chesapeake Executive Council’ means the sig-
12 natories to the Chesapeake Bay Agreement.

13 “(6) SIGNATORY JURISDICTION.—The term
14 ‘signatory jurisdiction’ means a jurisdiction of a sig-
15 natory to the Chesapeake Bay Agreement.

16 “(b) CONTINUATION OF CHESAPEAKE BAY PRO-
17 GRAM.—

18 “(1) IN GENERAL.—In cooperation with the
19 Chesapeake Executive Council (and as a member of
20 the Council), the Administrator shall continue the
21 Chesapeake Bay Program.

22 “(2) PROGRAM OFFICE.—

23 “(A) IN GENERAL.—The Administrator
24 shall maintain in the Environmental Protection
25 Agency a Chesapeake Bay Program Office.

1 “(B) FUNCTION.—The Chesapeake Bay
2 Program Office shall provide support to the
3 Chesapeake Executive Council by—

4 “(i) implementing and coordinating
5 science, research, modeling, support serv-
6 ices, monitoring, data collection, and other
7 activities that support the Chesapeake Bay
8 Program;

9 “(ii) developing and making available,
10 through publications, technical assistance,
11 and other appropriate means, information
12 pertaining to the environmental quality
13 and living resources of the Chesapeake
14 Bay ecosystem;

15 “(iii) in cooperation with appropriate
16 Federal, State, and local authorities, as-
17 sisting the signatories to the Chesapeake
18 Bay Agreement in developing and imple-
19 menting specific action plans to carry out
20 the responsibilities of the signatories to the
21 Chesapeake Bay Agreement;

22 “(iv) coordinating the actions of the
23 Environmental Protection Agency with the
24 actions of the appropriate officials of other

1 Federal agencies and State and local au-
2 thorities in developing strategies to—

3 “(I) improve the water quality
4 and living resources in the Chesa-
5 peake Bay ecosystem; and

6 “(II) obtain the support of the
7 appropriate officials of the agencies
8 and authorities in achieving the objec-
9 tives of the Chesapeake Bay Agree-
10 ment; and

11 “(v) implementing outreach programs
12 for public information, education, and par-
13 ticipation to foster stewardship of the re-
14 sources of the Chesapeake Bay.

15 “(c) INTERAGENCY AGREEMENTS.—The Adminis-
16 trator may enter into an interagency agreement with a
17 Federal agency to carry out this section.

18 “(d) TECHNICAL ASSISTANCE AND ASSISTANCE
19 GRANTS.—

20 “(1) IN GENERAL.—In cooperation with the
21 Chesapeake Executive Council, the Administrator
22 may provide technical assistance, and assistance
23 grants, to nonprofit organizations, State and local
24 governments, colleges, universities, and interstate
25 agencies to carry out this section, subject to such

1 terms and conditions as the Administrator considers
2 appropriate.

3 “(2) FEDERAL SHARE.—

4 “(A) IN GENERAL.—Except as provided in
5 subparagraph (B), the Federal share of an as-
6 sistance grant provided under paragraph (1)
7 shall be determined by the Administrator in ac-
8 cordance with guidance issued by the Adminis-
9 trator.

10 “(B) SMALL WATERSHED GRANTS PRO-
11 GRAM.—The Federal share of an assistance
12 grant provided under paragraph (1) to carry
13 out an implementing activity under subsection
14 (g)(2) shall not exceed 75 percent of eligible
15 project costs, as determined by the Adminis-
16 trator.

17 “(3) NON-FEDERAL SHARE.—An assistance
18 grant under paragraph (1) shall be provided on the
19 condition that non-Federal sources provide the re-
20 mainder of eligible project costs, as determined by
21 the Administrator.

22 “(4) ADMINISTRATIVE COSTS.—Administrative
23 costs shall not exceed 10 percent of the annual grant
24 award.

1 “(e) IMPLEMENTATION AND MONITORING
2 GRANTS.—

3 “(1) IN GENERAL.—If a signatory jurisdiction
4 has approved and committed to implement all or
5 substantially all aspects of the Chesapeake Bay
6 Agreement, on the request of the chief executive of
7 the jurisdiction, the Administrator—

8 “(A) shall make a grant to the jurisdiction
9 for the purpose of implementing the manage-
10 ment mechanisms established under the Ches-
11 peake Bay Agreement, subject to such terms
12 and conditions as the Administrator considers
13 appropriate;

14 “(B) may make a grant to a signatory ju-
15 risdiction for the purpose of monitoring the
16 Chesapeake Bay ecosystem.

17 “(2) PROPOSALS.—

18 “(A) IN GENERAL.—A signatory jurisdic-
19 tion described in paragraph (1) may apply for
20 a grant under this subsection for a fiscal year
21 by submitting to the Administrator a com-
22 prehensive proposal to implement management
23 mechanisms established under the Chesapeake
24 Bay Agreement.

1 “(B) CONTENTS.—A proposal under sub-
2 paragraph (A) shall include—

3 “(i) a description of proposed man-
4 agement mechanisms that the jurisdiction
5 commits to take within a specified time pe-
6 riod, such as reducing or preventing pollu-
7 tion in the Chesapeake Bay and its water-
8 shed or meeting applicable water quality
9 standards or established goals and objec-
10 tives under the Chesapeake Bay Agree-
11 ment; and

12 “(ii) the estimated cost of the actions
13 proposed to be taken during the fiscal
14 year.

15 “(3) APPROVAL.—If the Administrator finds
16 that the proposal is consistent with the Chesapeake
17 Bay Agreement and the national goals established
18 under section 101(a), the Administrator may ap-
19 prove the proposal for an award.

20 “(4) FEDERAL SHARE.—The Federal share of
21 an implementation grant under this subsection shall
22 not exceed 50 percent of the cost of implementing
23 the management mechanisms during the fiscal year.

24 “(5) NON-FEDERAL SHARE.—An implementa-
25 tion grant under this subsection shall be made on

1 the condition that non-Federal sources provide the
 2 remainder of the costs of implementing the manage-
 3 ment mechanisms during the fiscal year.

4 “(6) ADMINISTRATIVE COSTS.—Administrative
 5 costs shall not exceed 10 percent of the annual grant
 6 award.

7 “(7) REPORTING.—On or before October 1 of
 8 each fiscal year, the Administrator shall make avail-
 9 able to the public a document that lists and de-
 10 scribes, in the greatest practicable degree of detail—

11 “(A) all projects and activities funded for
 12 the fiscal year;

13 “(B) the goals and objectives of projects
 14 funded for the previous fiscal year; and

15 “(C) the net benefits of projects funded for
 16 previous fiscal years.

17 “(f) FEDERAL FACILITIES AND BUDGET COORDINA-
 18 TION.—

19 “(1) SUBWATERSHED PLANNING AND RESTORA-
 20 TION.—A Federal agency that owns or operates a
 21 facility (as defined by the Administrator) within the
 22 Chesapeake Bay watershed shall participate in re-
 23 gional and subwatershed planning and restoration
 24 programs.

1 “(2) COMPLIANCE WITH AGREEMENT.—The
 2 head of each Federal agency that owns or occupies
 3 real property in the Chesapeake Bay watershed shall
 4 ensure that the property, and actions taken by the
 5 agency with respect to the property, comply with the
 6 Chesapeake Bay Agreement, the Federal Agencies
 7 Chesapeake Ecosystem Unified Plan, and any subse-
 8 quent agreements and plans.

9 “(3) BUDGET COORDINATION.—

10 “(A) IN GENERAL.—As part of the annual
 11 budget submission of each Federal agency with
 12 projects or grants related to restoration, plan-
 13 ning, monitoring, or scientific investigation of
 14 the Chesapeake Bay ecosystem, the head of the
 15 agency shall submit to the President a report
 16 that describes plans for the expenditure of the
 17 funds under this section.

18 “(B) DISCLOSURE TO THE COUNCIL.—The
 19 head of each agency referred to in subpara-
 20 graph (A) shall disclose the report under that
 21 subparagraph with the Chesapeake Executive
 22 Council as appropriate.

23 “(g) CHESAPEAKE BAY PROGRAM.—

24 “(1) MANAGEMENT STRATEGIES.—The Admin-
 25 istrator, in coordination with other members of the

1 Chesapeake Executive Council, shall ensure that
2 management plans are developed and implementa-
3 tion is begun by signatories to the Chesapeake Bay
4 Agreement to achieve and maintain—

5 “(A) the nutrient goals of the Chesapeake
6 Bay Agreement for the quantity of nitrogen and
7 phosphorus entering the Chesapeake Bay and
8 its watershed;

9 “(B) the water quality requirements nec-
10 essary to restore living resources in the Ches-
11 peake Bay ecosystem;

12 “(C) the Chesapeake Bay Basinwide Tox-
13 ins Reduction and Prevention Strategy goal of
14 reducing or eliminating the input of chemical
15 contaminants from all controllable sources to
16 levels that result in no toxic or bioaccumulative
17 impact on the living resources of the Ches-
18 peake Bay ecosystem or on human health;

19 “(D) habitat restoration, protection, and
20 enhancement goals established by Chesapeake
21 Bay Agreement signatories for wetlands, ripar-
22 ian forests, and other types of habitat associ-
23 ated with the Chesapeake Bay ecosystem; and

24 “(E) the restoration, protection, and en-
25 hancement goals established by the Chesapeake

1 Bay Agreement signatories for living resources
2 associated with the Chesapeake Bay ecosystem.

3 “(2) SMALL WATERSHED GRANTS PROGRAM.—

4 The Administrator, in cooperation with the Chesapeake Executive Council, shall—

6 “(A) establish a small watershed grants
7 program as part of the Chesapeake Bay Pro-
8 gram; and

9 “(B) offer technical assistance and assist-
10 ance grants under subsection (d) to local gov-
11 ernments and nonprofit organizations and indi-
12 viduals in the Chesapeake Bay region to
13 implement—

14 “(i) cooperative tributary basin strate-
15 gies that address the water quality and liv-
16 ing resource needs in the Chesapeake Bay
17 ecosystem; and

18 “(ii) locally based protection and res-
19 toration programs or projects within a wa-
20 tershed that complement the tributary
21 basin strategies.

22 “(h) STUDY OF CHESAPEAKE BAY PROGRAM.—

23 “(1) IN GENERAL.—Not later than April 22,
24 2000, and every 5 years thereafter, the Adminis-
25 trator, in coordination with the Chesapeake Execu-

1 tive Council, shall complete a study and submit to
2 Congress a comprehensive report on the results of
3 the study.

4 “(2) REQUIREMENTS.—The study and report
5 shall—

6 “(A) assess the state of the Chesapeake
7 Bay ecosystem;

8 “(B) assess the appropriateness of commit-
9 ments and goals of the Chesapeake Bay Pro-
10 gram and the management strategies estab-
11 lished under the Chesapeake Bay Agreement
12 for improving the state of the Chesapeake Bay
13 ecosystem;

14 “(C) assess the effectiveness of manage-
15 ment strategies being implemented on the date
16 of enactment of this section and the extent to
17 which the priority needs are being met;

18 “(D) make recommendations for the im-
19 proved management of the Chesapeake Bay
20 Program either by strengthening strategies
21 being implemented on the date of enactment of
22 this section or by adopting new strategies; and

23 “(E) be presented in such a format as to
24 be readily transferable to and usable by other
25 watershed restoration programs.

1 “(i) SPECIAL STUDY OF LIVING RESOURCE RE-
2 SPONSE.—

3 “(1) IN GENERAL.—Not later than 180 days
4 after the date of enactment of this section, the Ad-
5 ministrator shall commence a 5-year special study
6 with full participation of the scientific community of
7 the Chesapeake Bay to establish and expand under-
8 standing of the response of the living resources of
9 the Chesapeake Bay ecosystem to improvements in
10 water quality that have resulted from investments
11 made through the Chesapeake Bay Program.

12 “(2) REQUIREMENTS.—The study shall—

13 “(A) determine the current status and
14 trends of living resources, including grasses,
15 benthos, phytoplankton, zooplankton, fish, and
16 shellfish;

17 “(B) establish to the extent practicable the
18 rates of recovery of the living resources in re-
19 sponse to improved water quality condition;

20 “(C) evaluate and assess interactions of
21 species, with particular attention to the impact
22 of changes within and among trophic levels; and

23 “(D) recommend management actions to
24 optimize the return of a healthy and balanced
25 ecosystem in response to improvements in the

1 quality and character of the waters of the
2 Chesapeake Bay.

3 “(j) AUTHORIZATION OF APPROPRIATIONS.—There
4 is authorized to be appropriated to carry out this section
5 \$30,000,000 for each of fiscal years 2000 through 2005.”.