

108TH CONGRESS  
2D SESSION

# S. 2670

To provide for the continued operation of the Yacht Basin Marina, Montana, to allocate recreation fees collected at the Canyon Ferry Unit of the Pick-Sloan Missouri River Basin Program, and for other purposes.

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## IN THE SENATE OF THE UNITED STATES

JULY 15, 2004

Mr. BAUCUS introduced the following bill; which was read twice and referred to the Committee on Energy and Natural Resources

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## A BILL

To provide for the continued operation of the Yacht Basin Marina, Montana, to allocate recreation fees collected at the Canyon Ferry Unit of the Pick-Sloan Missouri River Basin Program, 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 “Canyon Ferry Yacht  
5       Basin Marina Act”.

6       **SEC. 2. DEFINITIONS.**

7       In this Act:

1           (1) CONCESSIONAIRE.—The term “conces-  
 2           sionaire” means the person or entity that, in accord-  
 3           ance with the lease numbered 5-LM-60-L3279, has  
 4           the right to operate a public serve concession in the  
 5           Yacht Basin Concession Area located in the SW  $\frac{1}{4}$   
 6           sec. 10, T. 10 N., R. 1. W., Montana Principal Me-  
 7           ridian.

8           (2) MARINA.—The term “Marina” means the  
 9           Yacht Basin Marina located in the State of Montana  
 10          on the Canyon Ferry Unit of the Pick-Sloan Mis-  
 11          souri River Basin Program.

12          (3) SECRETARY.—The term “Secretary” means  
 13          the Secretary of the Interior, acting through the  
 14          Commissioner of Reclamation.

15 **SEC. 3. YACHT BASIN MARINA.**

16          (a) IN GENERAL.—The Secretary shall—

17               (1) provide for the continued operation of the  
 18               Marina; or

19               (2) maintain a marina at Yacht Basin that pro-  
 20               vides at least as many services and facilities as are  
 21               available at the Marina on the date of enactment of  
 22               this Act.

23          (b) LEASE.—

24               (1) IN GENERAL.—The lease described in sec-  
 25               tion 2(1) shall be extended for an additional 10-year

1 period beginning on the date of enactment of this  
2 Act.

3 (2) TERMS.—

4 (A) IN GENERAL.—Except as provided  
5 under subparagraph (B), the terms of the lease  
6 extended under paragraph (1) shall be the same  
7 as the terms of the lease described in section  
8 2(1).

9 (B) EXCEPTION.—If the terms of the lease  
10 extended under paragraph (1) are more restric-  
11 tive than the terms allowed at other marinas or  
12 similar Reclamation concessions in effect on the  
13 date of the extension, the Secretary and the  
14 Concessionaire shall, not later than 30 days  
15 after the date of enactment of this Act, amend  
16 the lease to incorporate the less restrictive  
17 terms.

18 (C) LIMITATION.—The Secretary shall not  
19 include in the terms of the lease extended under  
20 paragraph (1) any terms that are more restric-  
21 tive than the terms of the lease described in  
22 section 2(1).

23 (3) ADDITIONAL EXTENSIONS.—

24 (A) IN GENERAL.—In addition to the ex-  
25 tension under paragraph (1), the Secretary

1 shall, on request of the concessionaire and sub-  
2 ject to subparagraph (B), extend the lease for  
3 not more than 4 additional 10-year periods.

4 (B) NOTICE.—For an extension under sub-  
5 paragraph (A) to be valid, the concessionaire  
6 shall, at least 1 year before the date on which  
7 the lease is to expire, submit to the Secretary  
8 written notice that the concessionaire intends to  
9 request an extension to the lease.

10 (C) DEADLINE FOR EXTENSION.—

11 (i) IN GENERAL.—Not later than 1  
12 year after the date on which the Secretary  
13 receives a request to extend the lease  
14 under subparagraph (A), the Secretary  
15 shall complete the requested lease exten-  
16 sion.

17 (ii) AUTOMATIC EXTENSION.—

18 (I) IN GENERAL.—Except as pro-  
19 vided in subclause (III), if the Sec-  
20 retary does not extend the lease with-  
21 in the time period specified in clause  
22 (i), the lease shall automatically be ex-  
23 tended for an additional 10-year pe-  
24 riod.

1 (II) TERMS.—A lease automati-  
 2 cally extended under subclause (I)  
 3 shall include the latest terms and con-  
 4 ditions accepted by the Secretary and  
 5 the concessionaire.

6 (D) REQUIREMENTS.—

7 (i) IN GENERAL.—Except as provided  
 8 in clauses (ii) and (iii), a lease extended  
 9 under subparagraph (A) may include terms  
 10 requiring the concessionaire to meet any  
 11 standards or regulations applicable to the  
 12 operation of marinas or similar Reclama-  
 13 tion concessions in effect on the date of the  
 14 extension, with an emphasis on including  
 15 standards or regulations relating to public  
 16 safety.

17 (ii) EXCEPTIONS.—Notwithstanding  
 18 clause (i), the Secretary shall not include  
 19 in the terms of a lease extended under sub-  
 20 paragraph (A)—

21 (I) limitations on rental periods  
 22 at boat docks;

23 (II) provisions allowing the Sec-  
 24 retary to take title to capital invest-  
 25 ments made by the concessionaire un-

1 less the Secretary compensates the  
2 concessionaire for the full market  
3 value of the investments;

4 (III) provisions requiring the  
5 concessionaire to provide less services  
6 at the Marina than those which are  
7 provided under the lease in effect on  
8 the date of enactment of this Act; or

9 (IV) provisions requiring the con-  
10 cessionaire to relocate the Marina.

11 (iii) LIMITATION.—A lease extended  
12 under subparagraph (A) shall not include  
13 any terms that are more restrictive than  
14 the terms of the lease described in section  
15 2(1).

16 (E) SUBSEQUENT TRANSFER.—

17 (i) IN GENERAL.—Subject to clause  
18 (ii), the concessionaire may transfer owner-  
19 ship of concession facilities subject to a  
20 lease extended under subparagraph (A) at  
21 any time during the term of the term of  
22 the lease.

23 (ii) APPROVAL BY SECRETARY.—

1 (I) IN GENERAL.—A transfer of  
2 ownership under clause (i) shall be  
3 subject to approval by the Secretary.

4 (II) REQUIREMENTS.—In deter-  
5 mining whether to approve a transfer  
6 under subclause (I), the Secretary  
7 shall consider only whether the person  
8 or entity to which the facilities are to  
9 be transferred has the financial and  
10 managerial qualifications to assume  
11 the duties and responsibilities of the  
12 concessionaire under the terms of the  
13 lease.

14 (III) WRITTEN NOTICE.—The  
15 Secretary shall submit to the conces-  
16 sionaire and any person or entity to  
17 which the facilities are to be trans-  
18 ferred written notice that specifies—

19 (aa) whether the Secretary  
20 has approved or disapproved the  
21 transfer; and

22 (bb) the reasons for the ap-  
23 proval or disapproval.

24 (4) REVIEW.—A concessionaire or any person  
25 or entity to which concession facilities are trans-

ferred under paragraph (3)(E) shall not be subject to any additional review by the Secretary with respect to an improvement or construction that has previously been inspected and approved by the Secretary, unless the Secretary determines that the construction or improvement poses a significant hazard to public safety or the environment.

(5) AMENDMENTS.—Nothing in this Act affects the right of the Secretary or the concessionaire to—

(A) propose amendments to a lease extended under this section; and

(B) include in a lease extended under this section any amendments to the lease that the Secretary and the concessionaire mutually agree on.

(c) BOUNDARY EXPANSION.—

(1) IN GENERAL.—Nothing in this section prohibits the concessionaire, in cooperation with the Secretary, from expanding the boundary of the Marina to incorporate adjoining Reclamation land in the Marina for the purpose of—

(A) better serving the needs of the public; or

(B) addressing expansion, safety, or security issues of the Marina.



1           (2) MANAGEMENT.—The concessionaire shall  
2       manage any land incorporated under paragraph (1).

3       (d) EROSION CONTROL.—The Secretary shall work  
4       with the public, the concessionaire, and private landowners  
5       to remedy shoreline erosion in and around the Marina to  
6       prevent the loss of public and private property.

7       **SEC. 4. RECREATION FEES.**

8       Of the recreation fees collected at the Canyon Ferry  
9       Unit of the Pick-Sloan Missouri River Basin Program for  
10      fiscal year 2005 and each subsequent fiscal year, 80 per-  
11      cent shall be deposited in the recreation account for the  
12      Canyon Ferry Unit.

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