

103<sup>D</sup> CONGRESS  
2<sup>D</sup> SESSION

# S. J. RES. 205

Granting the consent of Congress to the compact to provide for joint natural resource management and enforcement of laws and regulations pertaining to natural resources and boating at the Jennings Randolph Lake Project lying in Garrett County, Maryland and Mineral County, West Virginia, entered into between the States of West Virginia and Maryland.

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IN THE SENATE OF THE UNITED STATES

JUNE 28 (legislative day, JUNE 7), 1994

Mr. SARBANES (for himself, Mr. BYRD, Mr. ROCKEFELLER, and Ms. MIKULSKI) introduced the following joint resolution; which was read twice and referred to the Committee on the Judiciary

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## JOINT RESOLUTION

Granting the consent of Congress to the compact to provide for joint natural resource management and enforcement of laws and regulations pertaining to natural resources and boating at the Jennings Randolph Lake Project lying in Garrett County, Maryland and Mineral County, West Virginia, entered into between the States of West Virginia and Maryland.

1        *Resolved by the Senate and House of Representatives*  
2        *of the United States of America in Congress assembled,*

3        **SECTION 1. CONGRESSIONAL CONSENT.**

4        The Congress hereby consents to the Jennings Ran-  
5        dolph Lake Project Compact entered into between the

1 States of West Virginia and Maryland which compact is  
 2 substantially as follows:

3 **“COMPACT**

“Whereas the State of Maryland and the State of West Virginia, with the concurrence of the United States Department of the Army, Corps of Engineers, have approved and desire to enter into a compact to provide for joint natural resource management and enforcement of laws and regulations pertaining to natural resources and boating at the Jennings Randolph Lake Project lying in Garrett County, Maryland and Mineral County, West Virginia, for which they seek the approval of Congress, and which compact is as follows:

“Whereas the signatory parties hereto desire to provide for joint natural resource management and enforcement of laws and regulations pertaining to natural resources and boating at the Jennings Randolph Lake Project lying in Garrett County, Maryland and Mineral County, West Virginia, for which they have a joint responsibility; and they declare as follows:

4           “1. The Congress, under Public Law 87-874,  
 5           authorized the development of the Jennings Randolph  
 6           Lake Project for the North Branch of the Potomac  
 7           River substantially in accordance with House  
 8           Document Number 469, 87th Congress, 2nd Session  
 9           for flood control, water supply, water quality, and  
 10          recreation; and

11           “2. Section 4 of the Flood Control Act of 1944  
 12          (Ch 665, 58 Stat. 534) provides that the Chief of

1 Engineers, under the supervision of the Secretary of  
2 War (now Secretary of the Army), is authorized to  
3 construct, maintain and operate public park and rec-  
4 reational facilities in reservoir areas under control of  
5 such Secretary for the purpose of boating, swim-  
6 ming, bathing, fishing, and other recreational pur-  
7 poses, so long as the same is not inconsistent with  
8 the laws for the protection of fish and wildlife of the  
9 State(s) in which such area is situated; and

10 “3. Pursuant to the authorities cited above, the  
11 U.S. Army Engineer District (Baltimore), hereinafter  
12 ‘District’, did construct and now maintains and  
13 operates the Jennings Randolph Lake Project; and

14 “4. The National Environmental Policy Act of  
15 1969 (P.L. 91-190) encourages productive and en-  
16 joyable harmony between man and his environment,  
17 promotes efforts which will stimulate the health and  
18 welfare of man, and encourages cooperation with  
19 State and local governments to achieve these ends;  
20 and

21 “5. The Fish and Wildlife Coordination Act (16  
22 U.S.C. 661-666c) provides for the consideration and  
23 coordination with other features of water-resource  
24 development programs through the effectual and  
25 harmonious planning, development, maintenance,

1 and coordination of wildlife conservation and reha-  
2 bilitation; and

3 “6. The District has Fisheries and Wildlife  
4 Plans as part of the District’s project Operational  
5 Management Plan; and

6 “7. In the respective States, the Maryland De-  
7 partment of Natural Resources (hereinafter referred  
8 to as ‘Maryland DNR’) and the West Virginia Divi-  
9 sion of Natural Resources (hereinafter referred to as  
10 ‘West Virginia DNR’) are responsible for providing  
11 a system of control, propagation, management, pro-  
12 tection, and regulation of natural resources and  
13 boating in Maryland and West Virginia and the en-  
14 forcement of laws and regulations pertaining to  
15 those resources as provided in Annotated Code of  
16 Maryland Natural Resources Article and West Vir-  
17 ginia Chapter 20, respectively, and the successors  
18 thereof; and

19 “8. The District, the Maryland DNR, and the  
20 West Virginia DNR are desirous of conserving, per-  
21 petuating and improving fish and wildlife resources  
22 and recreational benefits of the Jennings Randolph  
23 Lake Project; and

24 “9. The District and the States of Maryland  
25 and West Virginia wish to implement the aforesaid

1 acts and responsibilities through this Compact and  
2 they each recognize that consistent enforcement of  
3 the natural resources and boating laws and regula-  
4 tions can best be achieved by entering this Compact:

5 “Now, therefore, be it *Resolved*, That the States of  
6 Maryland and West Virginia, with the concurrence of the  
7 United States Department of the Army, Corps of Engi-  
8 neers, hereby solemnly covenant and agree with each  
9 other, upon enactment of concurrent legislation by The  
10 Congress of the United States and by the respective state  
11 legislatures, to the Jennings Randolph Lake Project Com-  
12 pact, which consists of this preamble and the articles that  
13 follow:

14 **“Article I—Name, Findings, and Purpose**

15 “1.1 This compact shall be known and may be cited  
16 as the Jennings Randolph Lake Project Compact.

17 “1.2 The legislative bodies of the respective signatory  
18 parties, with the concurrence of the U.S. Army Corps of  
19 Engineers, hereby find and declare:

20 “1. The water resources and project lands of the Jen-  
21 nings Randolph Lake Project are affected with local,  
22 state, regional, and national interest, and the planning,  
23 conservation, utilization, protection and management of  
24 these resources, under appropriate arrangements for inter-

1 governmental cooperation, are public purposes of the re-  
2 spective signatory parties.

3       “2. The lands and waters of the Jennings Randolph  
4 Lake Project are subject to the sovereign rights and re-  
5 sponsibilities of the signatory parties, and it is the purpose  
6 of this compact that, notwithstanding any boundary be-  
7 tween Maryland and West Virginia that preexisted the cre-  
8 ation of Jennings Randolph Lake, the parties will have  
9 and exercise concurrent jurisdiction over any lands and  
10 waters of the Jennings Randolph Lake Project concerning  
11 natural resources and boating laws and regulations in the  
12 common interest of the people of the region.

13       **“Article II—District Responsibilities**

14       “The District, within the Jennings Randolph Lake  
15 Project,

16       “2.1 Acknowledges that the Maryland DNR and  
17 West Virginia DNR have authorities and responsibilities  
18 in the establishment, administration and enforcement of  
19 the natural resources and boating laws and regulations ap-  
20 plicable to this project, provided that the laws and regula-  
21 tions promulgated by the States support and implement,  
22 where applicable, the intent of the Rules and Regulations  
23 Governing Public Use of Water Resources Development  
24 Projects administered by the Chief of Engineers in Title  
25 36, Chapter RI, Part 327, Code of Federal Regulations,

1           “2.2 Agrees to practice those forms of resource man-  
2 agement as determined jointly by the District, Maryland  
3 DNR and West Virginia DNR to be beneficial to natural  
4 resources and which will enhance public recreational op-  
5 portunities compatible with other authorized purposes of  
6 the project,

7           “2.3 Agrees to consult with the Maryland DNR and  
8 West Virginia DNR prior to the issuance of any permits  
9 for activities or special events which would include, but  
10 not necessarily be limited to: fishing tournaments, training  
11 exercises, regattas, marine parades, placement of ski  
12 ramps, slalom water ski courses and the establishment of  
13 private markers and/or lighting. All such permits issued  
14 by the District will require the permittee to comply with  
15 all State laws and regulations,

16           “2.4 Agrees to consult with the Maryland DNR and  
17 West Virginia DNR regarding any recommendations for  
18 regulations affecting natural resources, including, but not  
19 limited to, hunting, trapping, fishing or boating at the  
20 Jennings Randolph Lake Project which the District be-  
21 lieves might be desirable for reasons of public safety, ad-  
22 ministration of public use and enjoyment,

23           “2.5 Agrees to consult with the Maryland DNR and  
24 West Virginia DNR relative to the marking of the lake  
25 with buoys, aids to navigation, regulatory markers and es-

1 tablishing and posting of speed limits, no wake zones, re-  
2 stricted or other control areas and to provide, install and  
3 maintain such buoys, aids to navigation and regulatory  
4 markers as are necessary for the implementation of the  
5 District’s Operational Management Plan. All buoys, aids  
6 to navigation and regulatory markers to be used shall be  
7 marked in conformance with the Uniform State Waterway  
8 Marking System,

9 “2.6 Agrees to allow hunting, trapping, boating and  
10 fishing by the public in accordance with the laws and regu-  
11 lations relating to the Jennings Randolph Lake Project,

12 “2.7 Agrees to provide, install and maintain public  
13 ramps, parking areas, courtesy docks, etc., as provided for  
14 by the approved Corps of Engineers Master Plan, and

15 “2.8 Agrees to notify the Maryland DNR and the  
16 West Virginia DNR of each reservoir drawdown prior  
17 thereto excepting drawdown for the reestablishment of  
18 normal lake levels following flood control operations and  
19 drawdown resulting from routine water control manage-  
20 ment operations described in the reservoir regulation man-  
21 ual including releases requested by water supply owners  
22 and normal water quality releases. In case of emergency  
23 releases or emergency flow curtailments, telephone or oral  
24 notification will be provided. The District reserves the  
25 right, following issuance of the above notice, to make oper-

1 ational and other tests which may be necessary to insure  
2 the safe and efficient operation of the dam, for inspection  
3 and maintenance purposes, and for the gathering of water  
4 quality data both within the impoundment and in the Po-  
5 tomac River downstream from the dam.

6 **“Article III—State Responsibilities**

7 “The State of Maryland and the State of West Vir-  
8 ginia agree:

9 “3.1 That each State will have and exercise concur-  
10 rent jurisdiction with the District and the other State for  
11 the purpose of enforcing the civil and criminal laws of the  
12 respective States pertaining to natural resources and boat-  
13 ing laws and regulations over any lands and waters of the  
14 Jennings Randolph Lake Project;

15 “3.2 That existing natural resources and boating  
16 laws and regulations already in effect in each State shall  
17 remain in force on the Jennings Randolph Lake Project  
18 until either State amends, modifies or rescinds its laws  
19 and regulations;

20 “3.3 That the Agreement for Fishing Privileges dated  
21 June 24, 1985 between the State of Maryland and the  
22 State of West Virginia, as amended, remains in full force  
23 and effect;

1       “3.4 To enforce the natural resources and boating  
2 laws and regulations applicable to the Jennings Randolph  
3 Lake Project;

4       “3.5 To supply the District with the name, address  
5 and telephone number of the person(s) to be contacted  
6 when any drawdown except those resulting from normal  
7 regulation procedures occurs;

8       “3.6 To inform the Reservoir Manager of all emer-  
9 gencies or unusual activities occurring on the Jennings  
10 Randolph Lake Project;

11       “3.7 To provide training to District employees in  
12 order to familiarize them with natural resources and boat-  
13 ing laws and regulations as they apply to the Jennings  
14 Randolph Lake Project; and

15       “3.8 To recognize that the District and other Federal  
16 Agencies have the right and responsibility to enforce, with-  
17 in the boundaries of the Jennings Randolph Lake Project,  
18 all applicable Federal laws, rules and regulations so as to  
19 provide the public with safe and healthful recreational op-  
20 portunities and to provide protection to all federal prop-  
21 erty within the project.

22                   **“Article IV—Mutual Cooperation**

23       “4.1 Pursuant to the aims and purposes of this Com-  
24 pact, the State of Maryland, the State of West Virginia  
25 and the District mutually agree that representatives of

1 their natural resource management and enforcement agen-  
2 cies will cooperate to further the purposes of this Com-  
3 pact. This cooperation includes, but is not limited to, the  
4 following:

5       “4.2 Meeting jointly at least once annually, and pro-  
6 viding for other meetings as deemed necessary for discus-  
7 sion of matters relating to the management of natural re-  
8 sources and visitor use on lands and waters within the  
9 Jennings Randolph Lake Project;

10       “4.3 Evaluating natural resources and boating, to de-  
11 velop natural resources and boating management plans  
12 and to initiate and carry out management programs;

13       “4.4 Encouraging the dissemination of joint publica-  
14 tions, press releases or other public information and the  
15 interchange between parties of all pertinent agency poli-  
16 cies and objectives for the use and perpetuation of natural  
17 resources of the Jennings Randolph Lake Project; and

18       “4.5 Entering into working arrangements as occasion  
19 demands for the use of lands, waters, construction and  
20 use of buildings and other facilities at the project.

21                   **“Article V—General Provisions**

22       “5.1 Each and every provision of this Compact is sub-  
23 ject to the laws of the States of Maryland and West Vir-  
24 ginia and the laws of the United States, and the delegated  
25 authority in each instance.

1       “5.2 The enforcement and applicability of natural re-  
2 sources and boating laws and regulations referenced in  
3 this Compact shall be limited to the lands and waters of  
4 the Jennings Randolph Lake Project, including but not  
5 limited to the prevailing reciprocal fishing laws and regu-  
6 lations between the States of Maryland and West Virginia.

7       “5.3 Nothing in this Compact shall be construed as  
8 obligating any party hereto to the expenditure of funds  
9 or the future payment of money in excess of appropria-  
10 tions authorized by law.

11       “5.4 The provisions of this Compact shall be sever-  
12 able, and if any phrase, clause, sentence or provision of  
13 the Jennings Randolph Lake Project Compact is declared  
14 to be unconstitutional or inapplicable to any signatory  
15 party or agency of any party, the constitutionality and ap-  
16 plicability of the Compact shall not be otherwise affected  
17 as to any provision, party, or agency. It is the legislative  
18 intent that the provisions of the Compact be reasonably  
19 and liberally construed to effectuate the stated purposes  
20 of the Compact.

21       “5.5 No member of or delegate to Congress, or signa-  
22 tory shall be admitted to any share or part of this Com-  
23 pact, or to any benefit that may arise therefrom; but this  
24 provision shall not be construed to extend to this agree-  
25 ment if made with a corporation for its general benefit.

1       “5.6 When this Compact has been ratified by the leg-  
2 islature of each respective State, when the Governor of  
3 West Virginia and the Governor of Maryland have exe-  
4 cuted this Compact on behalf of their respective States  
5 and have caused a verified copy thereof to be filed with  
6 the Secretary of State of each respective State, when the  
7 Baltimore District of the U.S. Army Corps of Engineers  
8 has executed its concurrence with this Compact, and when  
9 this Compact has been consented to by the Congress of  
10 the United States, then this Compact shall become opera-  
11 tive and effective.

12       “5.7 Either State may, by legislative act, after one  
13 year’s written notice to the other, withdraw from this  
14 Compact. The U.S. Army Corps of Engineers may with-  
15 draw its concurrence with this Compact upon one year’s  
16 written notice from the Baltimore District Engineer to the  
17 Governor of each State.

18       “5.8 This Compact may be amended from time to  
19 time. Each proposed amendment shall be presented in res-  
20 olution form to the Governor of each State and the Balti-  
21 more District Engineer of the U.S. Army Corps of Engi-  
22 neers. An amendment to this Compact shall become effec-  
23 tive only after it has been ratified by the legislatures of  
24 both signatory States and concurred in by the U.S. Army  
25 Corps of Engineers, Baltimore District. Amendments shall

1 become effective thirty days after the date of the last con-  
2 currence or ratification.”.

3       SEC. 2. The right to alter, amend or repeal this joint  
4 resolution is hereby expressly reserved. The consent grant-  
5 ed by this joint resolution shall not be construed as im-  
6 pairing or in any manner affecting any right or jurisdic-  
7 tion of the United States in and over the region which  
8 forms the subject of the compact.

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