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March 17, 2014

*Via e-mail to [agreement@chesapeakebay.net](mailto:agreement@chesapeakebay.net)*

Mr. Nicholas DiPasquale  
Chair, Chesapeake Bay Program Management Board  
410 Severn Avenue, Suite 109  
Annapolis, MD 21403

Dear Mr. DiPasquale and Management Board Members:

Potomac Conservancy respectfully submits the following comments on the draft Chesapeake Bay Agreement. Potomac Conservancy is the region's leading clean water advocate, fighting to ensure that the Potomac River boasts clean drinking water, healthy lands, and connected communities. We combine the grassroots power of 13,000 members and online activists with local land conservation and policy initiatives to strengthen the Voice of the Nation's River.

We support the Council's efforts to develop a new Chesapeake Bay Agreement. The inclusion of Delaware, New York, and West Virginia in the 2014 Agreement will encourage necessary progress toward achieving the vision of verdant, vibrant, and safe waterways throughout the region. But, the January 29<sup>th</sup> draft falls short of the necessary commitments to achieve a healthy network of rivers and streams, Potomac River, and Chesapeake Bay.

While the draft Agreement recognizes that "measurable results coupled with ***firm accountability*** yield the most significant results,"<sup>1</sup> this agreement fails to provide the accountability mechanisms necessary for success. The draft is also plagued by its failure to address key issues critical to a healthy bay watershed, including identifying and reducing toxic contaminants, conserving natural lands, and reducing runoff pollution.

Potomac Conservancy cannot support the draft Agreement in its current form. We offer the following comments that, if addressed, would alleviate our concerns and create an Agreement we can support.

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Potomac River & 2014 Agreement:

It is critical that the Chesapeake Bay Executive Council recommit to watershed-wide pollution reduction goals that will invoke transparency and accountability measures to address the variety of growing threats to life in the Chesapeake Bay Watershed. Throughout the last fourteen years since the last Chesapeake Bay Agreement was signed, legal requirements, extreme weather events, emerging contaminants, and development pressures associated with population growth have significantly altered the context by which we execute plans to restore the watershed. In order to complete restoration of the Chesapeake Bay and Potomac River, this agreement's broad suite of goals and outcomes with measured implementation plans must focus and unite the efforts of diverse stakeholders and agencies.

Like the other major tributaries to Chesapeake Bay, the Potomac River's recovery is a slow and

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<sup>1</sup> Draft Agreement at 2.

arduous process. Home to over one third of the population living in the Chesapeake drainage, the recovery of the Potomac River watershed is an important local public health issue. The river provides drinking water for nearly all Washington, DC metro area residents and businesses. Threats of emerging contaminants and residual toxins in one of the Potomac's major tributaries, the Anacostia River, put local residents' health at risk from exposure and threaten the safety of millions of DC residents' simply consuming the water they get from their tap. We encourage the partnership to recognize this as just one example of a need to employ adaptive management strategies to appropriately address the range of growing threats to Chesapeake Bay Watershed. While the Conservancy endorses adaptive management strategies, the reason for adaptation must be clearly defined in order to hold signatories and stakeholders accountable for achieving the agreed-upon, desired outcomes.

Additionally, the Potomac River is a critical economic driver for the region. Outdoor recreation, alone, generates roughly \$33 billion in the watershed annually. From seafood to breweries, water is the silent currency that drives prosperity in our region. The continued economic competitiveness of our future generations depends on a clean, safe water supply and on surface waters that are clean enough for industrial use, recreation, agriculture, and other designated uses.

In Potomac Conservancy's annual State of the Nation's River report, the Potomac Watershed's health earned a grade of C. In 2012, American Rivers named the Potomac the nation's most endangered river. With explosive population growth throughout the region, development pressures, and the exponential increase in urban runoff entering local waterways, the Potomac will require a redoubling of commitment and implementation of innovative pollution reduction strategies.

The Potomac River is the greatest contributor of sediment to the Bay as a result of erosion and subsequently poor stream health choking the watershed's network of rivers and streams. Phosphorus levels, largely from upstream agricultural sources, remain high. As evaluated through the Chesapeake Bay Benthic Monitoring program's health index, non-tidal stream health in the Potomac watershed earned a grade of a D in the Conservancy's annual report. Flowing through verdant rural lands upstream and through the heart of the nation's capital, the Potomac River faces a diverse amalgam of threats to its recovery.

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Recommended changes to January 29<sup>th</sup>, 2014 Draft:

**A. The Final Agreement Should Preserve the Incorporation of Chesapeake Bay Total Maximum Daily Load Requirements into the Draft Agreement.**

While the draft Agreement has mostly been a disappointment, there are some positive aspects that should be preserved in the Final Agreement. Specifically, continued inclusion of the existing water quality goals and outcomes is critical to securing the Conservancy's support for the Agreement. The 2017 and 2025 Watershed Implementation Plan outcomes are properly included in the draft Agreement and should remain in the final Agreement. Furthermore, the draft Agreement properly acknowledges that the outcomes related to the Chesapeake Bay Total Maximum Daily Load are not subject to discretionary participation by the jurisdictions.<sup>2</sup> These aspects of the draft Agreement should be preserved in the final Agreement.

**B. The Final Agreement Must Provide Accountability for States' Participation in**

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<sup>2</sup> Draft Agreement at 5.

## **Management Strategies.**

Each signatory and federal agency should state, in the final Agreement and prior to signing, which outcomes they will participate in management strategies. The Conservancy is concerned that the current draft language relating to “opting in/opting out” of management strategies promotes inconsistencies, a lack of accountability, and hinders transparency with the public and stakeholders. By allowing signatories to endorse outcomes without commitment to developing and executing plans to achieve those outcomes, the language on page five of the January 29<sup>th</sup> draft undermines the spirit of a renewed Chesapeake Bay Agreement.

The heart of the Agreement lies in the Goals and Outcomes, which the draft Agreement defines as “commitments... the signatories collectively will work on to advance restoration and protection of the Chesapeake Bay ecosystem and its watershed.”<sup>3</sup> But, while the Goals and Outcomes represent the signatories’ collective commitments, each individual signatory may exercise its discretion whether to develop and implement management strategies to achieve the goals and outcomes.

This “opt in, opt out” design robs the Agreement of any accountability. Ostensibly, this creates the possibility for signatories to endorse an outcome while ridding itself of the responsibility to see this through to fruition. It is not enough to allow all partners to back these goals in concept. The current language provides signatories the opportunity to wear the guise of a committed partner in the watershed clean up, without being accountable for outcome attainment-- let alone manage their fair share. Not only does this mean that a signatory could potentially opt out of all of the goals and outcomes, but this creates the potential for “orphaned” goals or outcomes—those for which no jurisdiction elects to implement the management strategy.

To adopt an updated Agreement that positions the partnership to, again, fail to fully achieve its goal commitments is a wasted effort. The value of these management strategies lies within the potential for real progress when it comes to obtaining desired outcomes. This allows signatories to choose to implement none of the Goals and Outcomes—other than those related to the Chesapeake Bay TMDL or otherwise required by law—undermines the spirit of the Agreement and **fails to comply with the Clean Water Act.**

Section 117(e) of the Clean Water Act directs the Environmental Protection Agency to issue grant money to the Agreement signatories to implement programs in the Agreement, but only “if a signatory has approved and committed to implement ***all or substantially all*** aspects of the Chesapeake Bay Agreement.”<sup>4</sup> As the draft Agreement stands, upon signing the Agreement, none of the signatories approve and commit to implement all or substantially all of the Agreement.

Fortunately, this problem is relatively simple to fix. Two options to addressing this problem include:

1. For each outcome, each signatory and federal agency will indicate, prior to signing the Agreement, whether it intends to implement management strategies related to the outcome. For example, the Tree Canopy Outcome may read: “Expand urban tree canopy by 2,400 acres by 2025. (Virginia, Maryland, Pennsylvania, New York, Delaware, West Virginia, Washington, D.C.)”

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<sup>3</sup> Draft Agreement at 5.

<sup>4</sup> 33 U.S. Code § 1267(e)(1) (emphasis added).

2. Draft the management strategies prior to jurisdictions signing the Agreement, and then have each jurisdiction indicate during that process which management strategies it intends to implement.

Either solution requires a jurisdiction to make a commitment to one another and the public as to how it intends to contribute to the collective efforts to advance restoration and protection of the Chesapeake Bay ecosystem and its watershed. Further, by requiring each jurisdiction to indicate those outcomes it intends to work on over the coming years, the Agreement meets its principle of “operat[ing] with transparency in program decisions, policies, actions, and progress to strengthen public confidence in [these] efforts.”<sup>5</sup> Without this transparency, the public has little confidence that the Agreement does anything more than provide a meaningless photo opportunity. Moreover, these management strategies, if they create binding accountability measures, have the potential to reinvigorate public confidence in the use of dollars spent on Bay clean-up efforts.

The Conservancy recommends specific language with measurable benchmarks to hold signatories accountable for outcomes related to shared TMDL goals through management strategies. Such consistencies across state boundaries will support a watershed-wide focus and more constant data from jurisdiction to jurisdiction. Streamlining efforts across state lines in Maryland, Pennsylvania, Virginia, West Virginia and Washington, DC creates increased transparency and allows stakeholders to promote public trust in the cleanup efforts.

**C. The Final Agreement Must Require Adequate Time for Public Comment before any Outcomes may be Amended.**

The Conservancy does not support the current draft language that allows for changes by the Principals Staff Committee (PSC) to the outcomes without endorsement from the Executive Council. Previous Chesapeake Bay Agreements have not allowed the PSC to make changes to outcomes without approval by the Executive Council and it is unclear what this change is solving for. For the sake of transparency and public input, the language should be amended to guarantee that the Principals Staff Committee may not fundamentally change the outcomes without availing information to stakeholders and providing for adequate public comment.

Finally, the language must allow for flexibility of the term ‘implementation.’ As such, the Chair of the Chesapeake Bay Commission and the Administrator of the Environmental Protection Agency should be provided the latitude to appropriately define their means of implementation on a given outcome/management strategy with respect to their not being directly in charge of jurisdictional implementation.

States should be held to consistent standards if they sign on to commit to management strategies on a given outcome. However, the Chesapeake Bay Commission should be able to sign on to an outcome without jargon-based obstacles due to the management strategy’s jurisdictional focus. The Commission could commit to alternative means of implementation like future legislative action to promote management strategies. This flexibility, however, must be defined in a sense that it cannot scapegoat signatories out of their implementation responsibilities under management strategies.

**D. The Final Agreement Must Incorporate Outcomes Related to Toxic Pollutants.**

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<sup>5</sup> Draft Agreement at 4.

In 2000, the Chesapeake Bay Agreement made the following commitment to reduce toxic pollutants entering waterways throughout the Chesapeake Bay Watershed: “*We commit to fulfilling the... goal of a Chesapeake Bay free of toxics by reducing or eliminating the input of chemical contaminants from all controllable sources to levels that result in no toxic or bioaccumulative impact on the living resources that inhabit the Bay or on human health.*” The Conservancy asserts that this goal should be incorporated into the outcomes of the 2014 Chesapeake Bay Agreement complete with management strategies.

The Chesapeake Bay ecosystem and its watershed can never achieve the Chesapeake Bay Program partners’ vision of a watershed with “clean water [and] abundant life” without addressing toxic contamination. In 2012, 74% of the Chesapeake Bay and its tidal tributaries were impaired due to toxic contaminants – up from 66% in 2006.<sup>6</sup> These waters have long lists of fish consumption advisories due to PCB and mercury contamination.<sup>7</sup> In addition, there have been widespread fish kills in freshwater areas throughout the watershed, including in the South Branch of the Potomac (West Virginia),<sup>8</sup> North and South Forks of the Shenandoah (Virginia)<sup>9</sup> and the Susquehanna (Pennsylvania) rivers.<sup>10</sup>

Since the January 29<sup>th</sup>, 2014 draft properly includes incorporations of the Chesapeake Bay TMDL goals, the 2014 Agreement should honor the TMDLs for PCBs already in place for the tidal Potomac and Anacostia Rivers along with Baltimore Harbor and the Susquehanna River.

Toxic contaminants accumulating in the sediment of river beds have an extensive lifespan, have been connected to cancerous tumors in catfish, and are shown to create detrimental health effects in those regularly exposed. While drinking water from wastewater treatment plants in the DC Metro area is deemed safe for consumption, it is not treated for the known chemicals and toxins contaminating the river. Providing drinking water to over 90% of residents in the DC Metro Area, the Potomac River’s health and the effect of emerging contaminants are a serious public health issue. Thousands of different types of prescription drugs and chemicals from personal care products are growing in strength in the Potomac from both human and agricultural waste. One of the Potomac River’s major tributaries, the Anacostia River, has been studied for

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<sup>6</sup> See Maryland’s 2012 Final Integrated 303(d) Report, available at [http://www.mde.maryland.gov/programs/Water/TMDL/Integrated303dReports/Pages/2012\\_IR.aspx](http://www.mde.maryland.gov/programs/Water/TMDL/Integrated303dReports/Pages/2012_IR.aspx); Virginia’s Final 2012 305(b)/303(d) Water Quality Assessment Integrated Report, available at <http://www.deq.virginia.gov/Programs/Water/WaterQualityInformationTMDLs/WaterQualityAssessments/012305b303dIntegratedReport.aspx>; District of Columbia Water Quality Assessment 2012 Integrated Report, available at <http://green.dc.gov/sites/default/files/dc/sites/ddoe/publication/attachments/2012%20IR%206-19-2012.2.pdf>

<sup>7</sup> See District of Columbia fish advisories, available at <http://ddoe.dc.gov/service/fishing-district>; Maryland Department of the Environment fish consumption advisories, available at <http://mde.maryland.gov/programs/marylander/citizensinfocenterhome/pages/citizensinfocenter/fishandshellfish/index.aspx>; Virginia Department of Health fish consumption advisories, available at <http://www.vdh.virginia.gov/Epidemiology/dee/PublicHealthToxicology/Advisories/>; Pennsylvania 2014 fish consumption advisory available at <http://fishandboat.com/fishpub/summary/sumconsumption.pdf>; West Virginia fish consumption advisories available at [http://www.wvddhhr.org/fish/Current\\_Advisories.asp](http://www.wvddhhr.org/fish/Current_Advisories.asp); Delaware fish advisories available at [http://www.dnrec.delaware.gov/fw/Fisheries/Documents/Delaware\\_Fish\\_Advisory\\_Chart.pdf](http://www.dnrec.delaware.gov/fw/Fisheries/Documents/Delaware_Fish_Advisory_Chart.pdf)

<sup>8</sup> See West Virginia DEP website, “Potomac Fishkills” available at [http://www.dep.wv.gov/WWE/watershed\\_wqmonitoring/Pages/PotomacShenandoahFishKills.aspx](http://www.dep.wv.gov/WWE/watershed_wqmonitoring/Pages/PotomacShenandoahFishKills.aspx).

<sup>9</sup> See Virginia department of Game and Inland Fisheries website, “Shenandoah and James River Fish Disease and Mortality Investigation” available at <http://www.dgif.virginia.gov/fishing/fish-kill/>.

<sup>10</sup> See Pennsylvania Fish and Boat Commission press release, available at [http://www.fish.state.pa.us/newsreleases/2009/susqu\\_fish\\_kills.pdf](http://www.fish.state.pa.us/newsreleases/2009/susqu_fish_kills.pdf)

the effects of contaminants 26 times over the last 27 years to no resolve.

With a general prohibition on swimming in the DC Metro area, it is incumbent on the Chesapeake Bay Executive Partnership to maintain or strengthen goals for toxic pollution reductions in the Chesapeake Bay Agreement in order to achieve a fishable and swimmable watershed. Fish consumption advisories in the tidal portion of the bay watershed are a regular and increasing occurrence. Common household-use products, prescription drugs, and known hormone disrupters have become increasingly more potent in trace studies according the Interstate Commission on the Potomac River Basin. Without requirements to upgrade technologies to extract these technologies in wastewater treatment plants and with a significant portion of urban minority populations dependent on fish from the Potomac Watershed, regulations and infrastructure must manage these toxins before they enter local waterways.

To remove the partnership's accountability for the 2000 goals to reduce toxic contaminants, would be irresponsible. Aside from degrading the local environment, the secondary costs of neglecting to address toxic pollution loads entering the region's waterways include public health costs, wastewater infrastructure upgrade costs, industrial losses, and hits to the regional seafood economy. Many military bases exist within the Chesapeake Bay Watershed, and as the nation has seen in the recent chemical spills in West Virginia and North Carolina, these toxic contaminants entering our waterways has the potential to have devastating effects.

But, there is hope for the 2014 Agreement to catalyze successful toxic pollution reductions. As the Delaware Bay's cleanup efforts are showing reductions in PCB levels, the Conservancy recommends that the 2014 Chesapeake Bay Agreement include similar implementation effort in concert with toxic outcomes and management strategies. Pennsylvania and Delaware are partners in both cleanup efforts and can appropriately facilitate the inclusion of such management strategies.

A September draft of the Agreement included two provisions to address these toxic issues and they were removed. These outcomes should be added to the Water Quality goal.

- **Toxic Contaminants Reduction Outcome:** By 2015, identify existing practices and propose an implementation schedule for new practices, if necessary, to reduce loadings of PCBs and mercury to the Chesapeake Bay and its watershed.
- **Toxic Contaminants Research Outcome:** By 2015, assess ongoing research and develop an agenda for new research, if needed, to improve knowledge of the effects of contaminants of emerging concern on the health of fish and wildlife so future strategies can be considered.

These provisions are reasonable, narrowly tailored, and strategic. Their inclusion is necessary to meet the goal of reducing pollutants to achieve water quality necessary to protect human health, as well as to support recreation, and provide a clean and biologically healthy aquatic habitat for wildlife. Further, the Bay Program has a long history of commitment to reducing toxic contaminants, which it should continue. Since the original five-year study toxic contaminants launched in 1976, the Chesapeake Bay Program's Executive Council has committed to key goals, actions, and objectives related to toxic contaminants in the tidal waters in both the 1987 Agreement and the Chesapeake 2000 Agreement, and has adopted aggressive toxic contaminants reduction strategies in 1994 and 2000. We urge you to continue this commitment to addressing this toxic contamination.

**E. The Final Agreement Should Ensure Baseline Information is Updated and That Restoration Goals Reflect Net Increases.**

The draft Agreement contains several outcomes that aim to improve from baseline conditions. While the Stream Health Outcome specifies that the baseline will be re-assessed, and the Fish Passage Outcome indicates the 2011 baseline year will be used, other goals are silent on baselines to be used to calculate success. For example, the Forest Buffer Outcome does not include a baseline riparian buffer inventory. Without an updated baseline, the outcome to achieve 70% of all riparian areas being forested is meaningless. Similarly, the Brook Trout Outcome not only fails to indicate a baseline of how much habitat is already occupied, but it fails to specify that the 8% increase must be a net increase from the total occupied habitat in the entire watershed.

For each of the outcomes listed under the “Vital Habitats” goal, the Agreement should indicate the baseline year or amount being used to calculate improvements and should specify that all improvements must be a net increase from the baseline.

The failure to include baselines standards for all outcomes would render management strategies relatively meaningless. Such negligence would allow for significant backsliding all the while falsely asserting progress on various goals. Nearly one third of the way to the 2025 deadline, it is critical that the new Agreement advance the Chesapeake Watershed clean up efforts to the next chapter of conservation impact.

The Conservancy urges the partnership to ensure that provisions are included to guarantee data integrity such that backsliding or undone progress is recognized as the States and Washington, DC execute management strategies and their moderately paralleled Watershed Implementation Plans. The final agreement should ensure consistent reporting standards under each management strategy to ascertain information on backsliding.

**F. The Final Agreement Should Address Polluted Runoff.**

Polluted runoff is the largest source of increasing nutrient and sediment pollution to local waterways, the Potomac River and Chesapeake Bay, and the one that impacts the most people. It is not specifically mentioned in this agreement. Many local governments have developed innovative strategies for runoff pollution, adopting stormwater utilities and other mechanisms to deal with the problem. The draft Agreement fails to mention polluted runoff, let alone set outcomes for reducing it. An outcome related to reducing polluted runoff would fit either within the “Water Quality” or “Land Conservation” goals.

A failure to include advanced outcomes for reducing stormwater runoff in the final 2014 Chesapeake Bay Agreement would be a grave oversight. States and local governments throughout the watershed have made commitments to obtaining their required TMDL and WIP goals and recognize that to neglect our responsibilities to manage and mitigate the effects of polluted runoff will cause the Chesapeake Bay Blueprint to fail. In order to finish the job in completing the partnerships vision of a restored bay watershed, polluted runoff goals must be a significant focus of the 2014 Agreement. It is important that the vehicles by which pollution enters local waterways are addressed along with the sources causing degradation.

**G. The Final Agreement Should Include the Environmental Literacy Goal and Outcomes Included in the Draft Agreement.**

We applaud the Bay Program partners' inclusion of the Environmental Literacy Goal and Outcomes in the draft Agreement. The future well-being of the Chesapeake Bay watershed will indeed "soon rest in the hands of its youngest citizens."<sup>11</sup> Focusing on increasing the number of students participating in teachers-supported meaningful watershed educational experiences throughout their school years will strengthen environmental literacy and foster environmental stewardship in the next generation. This is our best hope of continuing the progress we are making to clean up the watershed.

**H. The Final Agreement Should Reflect that Park Agencies Need Partners to Meet the Goal to Expand Public Access.**

The draft Agreement recognizes the importance of increasing physical access to Chesapeake Bay and its tributaries is an important means of connecting people to our local waters, and fostering stewardship. However, expanding public access should not be limited to those efforts advanced by local, state, and federal park agencies; rather, the draft Agreement should recognize and encourage partnerships that include the private sector, other institutions, as well as other governmental agencies. For example, avenues to increase public access, such as new public boat launches, should be explored as well and explicitly mentioned in the Public Access goal. The Conservancy is committed to encouraging broad public access to the waterways of the Potomac Watershed and, thus, we would endorse the partnership's wide inclusion of stakeholders to advance the goals of the 2014 Chesapeake Bay Agreement.

**I. The Final Agreement Should Commit to Protecting Stream Health (HUCs) in Watersheds in Good Condition in Addition to those of Exceptional or High Value.**

Under the Clean Water Act, the healthiest subwatersheds must be protected. Therefore, the narrow scope by which the current draft commits to protecting exceptional or high value streams limits the potential conservation impact of this goal. This outcome should maintain the health of a broader range of subwatershed categories from good to exceptional. States constitute stream health categories differently than their neighboring jurisdictions and the existing narrow margin for health maintenance would not advance the vision of the Agreement beyond Clean Water Act Requirements.

The proposed expansion of this outcome would be directly complimentary to the previously-stated notion that the backsliding of any progress toward a given goal must not contribute to official baseline advancements. By maintaining good to exceptional stream health, the partnership can control or plan for backsliding in the watershed health such that HUCs (Hydrologic Unit Boundaries) ranging from good to excellent may not deteriorate to fair or poor health. Such amendments to this goal will significantly advance the Bay partner's toward their vision of a healthy Chesapeake Bay Watershed.

**J. The Final Agreement Should Incorporate an Increased Goal for Land Conservation Beyond the Protected Acres Goal of 2010.**

As population pressures and associated development growth nearly surmount efforts to restore local water quality, we recognize the need for continued preservation or natural land and open space. There is an undeniable link between the health of Chesapeake Bay and its tributaries and the stewardship of the land area that drains into them. With a land to water ratio greater than any estuary in the world, the use of land conservation as a tool to restore Chesapeake Bay is one that is widely preferred over the expensive use of retrofits in a post-development society.

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<sup>11</sup> Draft Agreement at 10.

In 2010, the Chesapeake Bay Executive Order set a goal to preserve 2.5 million acres of land within the watershed. Under this 2014 recommitment to a Chesapeake Bay Agreement, the partners must be willing to stand behind a more robust land conservation strategy in order to tap the value of our existing natural filtration potential.

The cost of restoring the Chesapeake Bay in light of increasing population demands can be significantly reduced if the partnership implements a concerted effort to prioritize preserved natural acreage. In conjunction with our partners at the Chesapeake Bay Foundation, the Conservancy supports a 2014 Agreement goal of reducing the average farm and forest land conversion rate to 40% by 2025. We maintain that the preservation of forest land and farm land is superior and far more cost-effective to having to retrofit increased impervious surface from subdivision and other forms of development in the future.

**K. The Final Agreement Should Amend Vital Habitats Outcomes to Enhance Tree Canopy Goals and Wetlands Protection.**

The Final Agreement should set a stronger standard for increased tree canopy. As compared to the scale of Washington, DC and even Montgomery County, MD alone, the January 29<sup>th</sup> draft tree canopy goals for 2,400 acres by 2025 is incredibly weak. School districts at the county level have committed to greater net increase of tree canopy cover in less time than the 2025 deadline. At the very minimum, the final agreement should include a goal of 10,000 acres.

The Final Agreement should also incorporate specific outcomes for tidal and non-tidal wetlands protection and recovery. It is of critical importance that the final agreement consider the need for wetland buffers to mitigate disastrous impacts of the increasing number of extreme weather events.

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We are happy to discuss our concerns and help your partnership develop a strong and effective new Agreement in any way that we can. Please contact the Conservancy's Policy Manager, Amanda John, at [john@potomac.org](mailto:john@potomac.org).

Respectfully submitted,



Amanda John  
Policy Manager