

119TH CONGRESS
1ST SESSION

H. R. 907

To provide for the settlement of the water rights claims of the Fort Belknap
Indian Community, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

JANUARY 31, 2025

Mr. ZINKE (for himself and Mr. DOWNING) introduced the following bill;
which was referred to the Committee on Natural Resources

A BILL

To provide for the settlement of the water rights claims
of the Fort Belknap Indian Community, 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; TABLE OF CONTENTS.**

4 (a) SHORT TITLE.—This Act may be cited as the
5 “Northern Montana Water Security Act of 2025”.

6 (b) TABLE OF CONTENTS.—The table of contents for
7 this Act is as follows:

Sec. 1. Short title; table of contents.

TITLE I—FORT BELKNAP INDIAN COMMUNITY WATER RIGHTS
SETTLEMENT ACT OF 2025

Sec. 101. Short title.

Sec. 102. Purposes.
 Sec. 103. Definitions.
 Sec. 104. Ratification of Compact.
 Sec. 105. Tribal water rights.
 Sec. 106. Exchange and transfer of land.
 Sec. 107. Storage allocation from Lake Elwell.
 Sec. 108. Milk River Project mitigation.
 Sec. 109. Fort Belknap Indian Irrigation Project System.
 Sec. 110. Satisfaction of claims.
 Sec. 111. Waivers and releases of claims.
 Sec. 112. Aaniiih Nakoda Settlement Trust Fund.
 Sec. 113. Fort Belknap Indian Community Water Settlement Implementation Fund.
 Sec. 114. Funding.
 Sec. 115. Miscellaneous provisions.
 Sec. 116. Antideficiency.

TITLE II—BLACKFEET TRIBE WASTEWATER FACILITIES

Sec. 201. Blackfeet Tribe Wastewater Facilities.

1 **TITLE I—FORT BELKNAP INDIAN** 2 **COMMUNITY WATER RIGHTS** 3 **SETTLEMENT ACT OF 2025**

4 **SEC. 101. SHORT TITLE.**

5 This title may be cited as the “Fort Belknap Indian
 6 Community Water Rights Settlement Act of 2025”.

7 **SEC. 102. PURPOSES.**

8 The purposes of this title are—

9 (1) to achieve a fair, equitable, and final settle-
 10 ment of claims to water rights in the State of Mon-
 11 tana for—

12 (A) the Fort Belknap Indian Community
 13 of the Fort Belknap Reservation of Montana;
 14 and

1 (B) the United States, acting as trustee
2 for the Fort Belknap Indian Community and
3 allottees;

4 (2) to authorize, ratify, and confirm the water
5 rights compact entered into by the Fort Belknap In-
6 dian Community and the State, to the extent that
7 the Compact is consistent with this title;

8 (3) to authorize and direct the Secretary—

9 (A) to execute the Compact; and

10 (B) to take any other actions necessary to
11 carry out the Compact in accordance with this
12 title;

13 (4) to authorize funds necessary for the imple-
14 mentation of the Compact and this title; and

15 (5) to authorize the exchange and transfer of
16 certain Federal and State land.

17 **SEC. 103. DEFINITIONS.**

18 In this title:

19 (1) ALLOTTEE.—The term “allottee” means an
20 individual who holds a beneficial real property inter-
21 est in an allotment of Indian land that is—

22 (A) located within the Reservation; and

23 (B) held in trust by the United States.

1 (2) BLACKFEET TRIBE.—The term “Blackfeet
2 Tribe” means the Blackfeet Tribe of the Blackfeet
3 Indian Reservation of Montana.

4 (3) CERCLA.—The term “CERCLA” means the
5 Comprehensive Environmental Response, Compensa-
6 tion, and Liability Act of 1980 (42 U.S.C. 9601 et
7 seq.).

8 (4) COMMISSIONER.—The term “Commis-
9 sioner” means the Commissioner of Reclamation.

10 (5) COMPACT.—The term “Compact” means—

11 (A) the Fort Belknap-Montana water
12 rights compact dated April 16, 2001, as con-
13 tained in section 85–20–1001 of the Montana
14 Code Annotated (2021); and

15 (B) any appendix (including appendix
16 amendments), part, or amendment to the Com-
17 pact that is executed to make the Compact con-
18 sistent with this title.

19 (6) ENFORCEABILITY DATE.—The term “en-
20 forceability date” means the date described in sec-
21 tion 111(f).

22 (7) FORT BELKNAP INDIAN COMMUNITY.—The
23 term “Fort Belknap Indian Community” means the
24 Gros Ventre and Assiniboine Tribes of the Fort
25 Belknap Reservation of Montana, a federally recog-

nized Indian Tribal entity included on the list published by the Secretary pursuant to section 104(a) of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 5131(a)).

(8) FORT BELKNAP INDIAN COMMUNITY COUNCIL.—The term “Fort Belknap Indian Community Council” means the governing body of the Fort Belknap Indian Community.

(9) FORT BELKNAP INDIAN IRRIGATION PROJECT.—

(A) IN GENERAL.—The term “Fort Belknap Indian Irrigation Project” means the Federal Indian irrigation project constructed and operated by the Bureau of Indian Affairs, consisting of the Milk River unit, including—

(i) the Three Mile unit; and

(ii) the White Bear unit.

(B) INCLUSIONS.—The term “Fort Belknap Indian Irrigation Project” includes any addition to the Fort Belknap Indian Irrigation Project constructed pursuant to this title, including expansion of the Fort Belknap Indian Irrigation Project, the Pumping Plant, delivery Pipe and Canal, the Fort Belknap Reservoir

1 and Dam, and the Peoples Creek Flood Protec-
2 tion Project.

3 (10) IMPLEMENTATION FUND.—The term “Im-
4 plementation Fund” means the Fort Belknap Indian
5 Community Water Settlement Implementation Fund
6 established by section 113(a).

7 (11) INDIAN TRIBE.—The term “Indian Tribe”
8 has the meaning given the term in section 4 of the
9 Indian Self-Determination and Education Assistance
10 Act (25 U.S.C. 5304).

11 (12) LAKE ELWELL.—The term “Lake Elwell”
12 means the water impounded on the Marias River in
13 the State by Tiber Dam, a feature of the Lower
14 Marias Unit of the Pick-Sloan Missouri River Basin
15 Program authorized by section 9 of the Act of De-
16 cember 22, 1944 (commonly known as the “Flood
17 Control Act of 1944”) (58 Stat. 891, chapter 665).

18 (13) MALTA IRRIGATION DISTRICT.—The term
19 “Malta Irrigation District” means the public cor-
20 poration—

21 (A) created on December 28, 1923, pursu-
22 ant to the laws of the State relating to irriga-
23 tion districts; and

24 (B) headquartered in Malta, Montana.

1 (14) MILK RIVER.—The term “Milk River”
2 means the mainstem of the Milk River and each
3 tributary of the Milk River between the headwaters
4 of the Milk River and the confluence of the Milk
5 River with the Missouri River, consisting of—

6 (A) Montana Water Court Basins 40F,
7 40G, 40H, 40I, 40J, 40K, 40L, 40M, 40N, and
8 40O; and

9 (B) the portion of the Milk River and each
10 tributary of the Milk River that flows through
11 the Canadian Provinces of Alberta and Sas-
12 katchewan.

13 (15) MILK RIVER PROJECT.—

14 (A) IN GENERAL.—The term “Milk River
15 Project” means the Bureau of Reclamation
16 project conditionally approved by the Secretary
17 on March 14, 1903, pursuant to the Act of
18 June 17, 1902 (32 Stat. 388, chapter 1093),
19 commencing at Lake Sherburne Reservoir and
20 providing water to a point approximately 6
21 miles east of Nashua, Montana.

22 (B) INCLUSIONS.—The term “Milk River
23 Project” includes—

24 (i) the St. Mary Unit;

1 (ii) the Fresno Dam and Reservoir;

2 and

3 (iii) the Dodson pumping unit.

4 (16) MISSOURI RIVER BASIN.—The term “Mis-
5 souri River Basin” means the hydrologic basin of
6 the Missouri River, including tributaries.

7 (17) OPERATIONS AND MAINTENANCE.—The
8 term “operations and maintenance” means the Bu-
9 reau of Indian Affairs operations and maintenance
10 activities related to costs described in section
11 171.500 of title 25, Code of Federal Regulations (or
12 a successor regulation).

13 (18) OPERATIONS, MAINTENANCE, AND RE-
14 PLACEMENT.—The term “operations, maintenance,
15 and replacement” means—

16 (A) any recurring or ongoing activity asso-
17 ciated with the day-to-day operation of a
18 project;

19 (B) any activity relating to scheduled or
20 unscheduled maintenance of a project; and

21 (C) any activity relating to repairing, re-
22 placing, or rehabilitating a feature of a project.

23 (19) PICK-SLOAN MISSOURI RIVER BASIN PRO-
24 GRAM.—The term “Pick-Sloan Missouri River Basin
25 Program” means the Pick-Sloan Missouri River

1 Basin Program (authorized by section 9 of the Act
2 of December 22, 1944 (commonly known as the
3 “Flood Control Act of 1944”) (58 Stat. 891, chapter
4 665)).

5 (20) PMM.—The term “PMM” means the
6 Principal Meridian, Montana.

7 (21) RESERVATION.—

8 (A) IN GENERAL.—The term “Reserva-
9 tion” means the area of the Fort Belknap Res-
10 ervation in the State, as modified by this title.

11 (B) INCLUSIONS.—The term “Reserva-
12 tion” includes—

13 (i) all land and interests in land es-
14 tablished by—

15 (I) the Agreement with the Gros
16 Ventre and Assiniboiné Tribes of the
17 Fort Belknap Reservation, ratified by
18 the Act of May 1, 1888 (25 Stat. 113,
19 chapter 212), as modified by the
20 Agreement with the Indians of the
21 Fort Belknap Reservation of October
22 9, 1895 (ratified by the Act of June
23 10, 1896) (29 Stat. 350, chapter
24 398);

1 (II) the Act of March 3, 1921
2 (41 Stat. 1355, chapter 135); and

3 (III) Public Law 94–114 (25
4 U.S.C. 5501 et seq.);

5 (ii) the land known as the “Hancock
6 lands” purchased by the Fort Belknap In-
7 dian Community pursuant to the Fort
8 Belknap Indian Community Council Reso-
9 lution No. 234–89 (October 2, 1989); and
10 (iii) all land transferred to the United
11 States to be held in trust for the benefit of
12 the Fort Belknap Indian Community under
13 section 106.

14 (22) SECRETARY.—The term “Secretary”
15 means the Secretary of the Interior.

16 (23) ST. MARY UNIT.—

17 (A) IN GENERAL.—The term “St. Mary
18 Unit” means the St. Mary Storage Unit of the
19 Milk River Project authorized by Congress on
20 March 25, 1905.

21 (B) INCLUSIONS.—The term “St. Mary
22 Unit” includes—

- 23 (i) Sherburne Dam and Reservoir;
24 (ii) Swift Current Creek Dike;
25 (iii) Lower St. Mary Lake;

- 1 (iv) St. Mary Canal Diversion Dam;
2 and
3 (v) St. Mary Canal and appur-
4 tenances.

5 (24) STATE.—The term “State” means the
6 State of Montana.

7 (25) TRIBAL WATER CODE.—The term “Tribal
8 water code” means the Tribal water code enacted by
9 the Fort Belknap Indian Community pursuant to
10 section 105(g).

11 (26) TRIBAL WATER RIGHTS.—The term “Trib-
12 al water rights” means the water rights of the Fort
13 Belknap Indian Community, as described in Article
14 III of the Compact and this title, including the allo-
15 cation of water to the Fort Belknap Indian Commu-
16 nity from Lake Elwell under section 107.

17 (27) TRUST FUND.—The term “Trust Fund”
18 means the Aaniiih Nakoda Settlement Trust Fund
19 established for the Fort Belknap Indian Community
20 under section 112(a).

21 **SEC. 104. RATIFICATION OF COMPACT.**

22 (a) RATIFICATION OF COMPACT.—

23 (1) IN GENERAL.—As modified by this title, the
24 Compact is authorized, ratified, and confirmed.

1 (2) AMENDMENTS.—Any amendment to the
2 Compact is authorized, ratified, and confirmed to
3 the extent that the amendment is executed to make
4 the Compact consistent with this title.

5 (b) EXECUTION.—

6 (1) IN GENERAL.—To the extent that the Com-
7 pact does not conflict with this title, the Secretary
8 shall execute the Compact, including all appendices
9 to, or parts of, the Compact requiring the signature
10 of the Secretary.

11 (2) MODIFICATIONS.—Nothing in this title pre-
12 cludes the Secretary from approving any modifica-
13 tion to an appendix to the Compact that is con-
14 sistent with this title, to the extent that the modi-
15 fication does not otherwise require congressional ap-
16 proval under section 2116 of the Revised Statutes
17 (25 U.S.C. 177) or any other applicable provision of
18 Federal law.

19 (c) ENVIRONMENTAL COMPLIANCE.—

20 (1) IN GENERAL.—In implementing the Com-
21 pact and this title, the Secretary shall comply with
22 all applicable provisions of—

23 (A) the Endangered Species Act of 1973
24 (16 U.S.C. 1531 et seq.);

1 (B) the National Environmental Policy Act
2 of 1969 (42 U.S.C. 4321 et seq.), including the
3 implementing regulations of that Act; and

4 (C) other applicable Federal environmental
5 laws and regulations.

6 (2) COMPLIANCE.—

7 (A) IN GENERAL.—In implementing the
8 Compact and this title, the Fort Belknap In-
9 dian Community shall prepare any necessary
10 environmental documents, except for any envi-
11 ronmental documents required under section
12 108, consistent with all applicable provisions
13 of—

14 (i) the Endangered Species Act of
15 1973 (16 U.S.C. 1531 et seq.);

16 (ii) the National Environmental Policy
17 Act of 1969 (42 U.S.C. 4231 et seq.), in-
18 cluding the implementing regulations of
19 that Act; and

20 (iii) all other applicable Federal envi-
21 ronmental laws and regulations.

22 (B) AUTHORIZATIONS.—The Secretary
23 shall—

1 (i) independently evaluate the docu-
2 mentation submitted under subparagraph
3 (A); and

4 (ii) be responsible for the accuracy,
5 scope, and contents of that documentation.

6 (3) EFFECT OF EXECUTION.—The execution of
7 the Compact by the Secretary under this section
8 shall not constitute a major Federal action for pur-
9 poses of the National Environmental Policy Act of
10 1969 (42 U.S.C. 4321 et seq.).

11 (4) COSTS.—Any costs associated with the per-
12 formance of the compliance activities described in
13 paragraph (2) shall be paid from funds deposited in
14 the Trust Fund, subject to the condition that any
15 costs associated with the performance of Federal ap-
16 proval or other review of such compliance work or
17 costs associated with inherently Federal functions
18 shall remain the responsibility of the Secretary.

19 **SEC. 105. TRIBAL WATER RIGHTS.**

20 (a) CONFIRMATION OF TRIBAL WATER RIGHTS.—

21 (1) IN GENERAL.—The Tribal water rights are
22 ratified, confirmed, and declared to be valid.

23 (2) USE.—Any use of the Tribal water rights
24 shall be subject to the terms and conditions of the
25 Compact and this title.

1 (3) CONFLICT.—In the event of a conflict be-
2 tween the Compact and this title, this title shall con-
3 trol.

4 (b) INTENT OF CONGRESS.—It is the intent of Con-
5 gress to provide to each allottee benefits that are equiva-
6 lent to, or exceed, the benefits the allottees possess on the
7 day before the date of enactment of this Act, taking into
8 consideration—

9 (1) the potential risks, cost, and time delay as-
10 sociated with litigation that would be resolved by the
11 Compact and this title;

12 (2) the availability of funding under this title
13 and from other sources;

14 (3) the availability of water from the Tribal
15 water rights; and

16 (4) the applicability of section 7 of the Act of
17 February 8, 1887 (24 Stat. 390, chapter 119; 25
18 U.S.C. 381), and this title to protect the interests of
19 allottees.

20 (c) TRUST STATUS OF TRIBAL WATER RIGHTS.—
21 The Tribal water rights—

22 (1) shall be held in trust by the United States
23 for the use and benefit of the Fort Belknap Indian
24 Community and allottees in accordance with this
25 title; and

1 (2) shall not be subject to loss through non-use,
2 forfeiture, or abandonment.

3 (d) ALLOTTEES.—

4 (1) APPLICABILITY OF THE ACT OF FEBRUARY
5 8, 1887.—The provisions of section 7 of the Act of
6 February 8, 1887 (24 Stat. 390, chapter 119; 25
7 U.S.C. 381), relating to the use of water for irriga-
8 tion purposes, shall apply to the Tribal water rights.

9 (2) ENTITLEMENT TO WATER.—Any entitle-
10 ment to water of an allottee under Federal law shall
11 be satisfied from the Tribal water rights.

12 (3) ALLOCATIONS.—An allottee shall be entitled
13 to a just and equitable allocation of water for irriga-
14 tion purposes.

15 (4) CLAIMS.—

16 (A) EXHAUSTION OF REMEDIES.—Before
17 asserting any claim against the United States
18 under section 7 of the Act of February 8, 1887
19 (24 Stat. 390, chapter 119; 25 U.S.C. 381), or
20 any other applicable law, an allottee shall ex-
21 haust remedies available under the Tribal water
22 code or other applicable Tribal law.

23 (B) ACTION FOR RELIEF.—After the ex-
24 haustion of all remedies available under the
25 Tribal water code or other applicable Tribal

1 law, an allottee may seek relief under section 7
2 of the Act of February 8, 1887 (24 Stat. 390,
3 chapter 119; 25 U.S.C. 381), or other applica-
4 ble law.

5 (5) AUTHORITY OF THE SECRETARY.—The Sec-
6 retary shall have the authority to protect the rights
7 of allottees in accordance with this section.

8 (e) AUTHORITY OF THE FORT BELKNAP INDIAN
9 COMMUNITY.—

10 (1) IN GENERAL.—The Fort Belknap Indian
11 Community shall have the authority to allocate, dis-
12 tribute, and lease the Tribal water rights for use on
13 the Reservation in accordance with the Compact,
14 this title, and applicable Federal law.

15 (2) OFF-RESERVATION USE.—The Fort
16 Belknap Indian Community may allocate, distribute,
17 and lease the Tribal water rights for off-Reservation
18 use in accordance with the Compact, this title, and
19 applicable Federal law—

20 (A) subject to the approval of the Sec-
21 retary; or

22 (B) pursuant to Tribal water leasing regu-
23 lations consistent with the requirements of sub-
24 section (f).

1 (3) LAND LEASES BY ALLOTTEES.—Notwith-
2 standing paragraph (1), an allottee may lease any
3 interest in land held by the allottee, together with
4 any water right determined to be appurtenant to the
5 interest in land, in accordance with the Tribal water
6 code.

7 (f) TRIBAL WATER LEASING REGULATIONS.—

8 (1) IN GENERAL.—At the discretion of the Fort
9 Belknap Indian Community, any water lease of the
10 Fort Belknap Indian Community of the Tribal water
11 rights for use on or off the Reservation shall not re-
12 quire the approval of the Secretary if the lease—

13 (A) is executed under tribal regulations,
14 approved by the Secretary under this sub-
15 section;

16 (B) is in accordance with the Compact;
17 and

18 (C) does not exceed a term of 100 years,
19 except that a lease may include an option to
20 renew for 1 additional term of not to exceed
21 100 years.

22 (2) AUTHORITY OF THE SECRETARY OVER
23 TRIBAL WATER LEASING REGULATIONS.—

24 (A) IN GENERAL.—The Secretary shall
25 have the authority to approve or disapprove any

1 Tribal water leasing regulations issued in ac-
2 cordance with paragraph (1).

3 (B) CONSIDERATIONS FOR APPROVAL.—

4 The Secretary shall approve any Tribal water
5 leasing regulations issued in accordance with
6 paragraph (1) if the Tribal water leasing regu-
7 lations—

8 (i) provide for an environmental re-
9 view process that includes—

10 (I) the identification and evalua-
11 tion of any significant effects of the
12 proposed action on the environment;
13 and

14 (II) a process for ensuring that—

15 (aa) the public is informed
16 of, and has a reasonable oppor-
17 tunity to comment on, any sig-
18 nificant environmental impacts of
19 the proposed action identified by
20 the Fort Belknap Indian Com-
21 munity; and

22 (bb) the Fort Belknap In-
23 dian Community provides re-
24 sponses to relevant and sub-
25 stantive public comments on

1 those impacts prior to its ap-
2 proval of a water lease; and
3 (ii) are consistent with this title and
4 the Compact.

5 (3) REVIEW PROCESS.—

6 (A) IN GENERAL.—Not later than 120
7 days after the date on which Tribal water leas-
8 ing regulations under paragraph (1) are sub-
9 mitted to the Secretary, the Secretary shall re-
10 view and approve or disapprove the regulations.

11 (B) WRITTEN DOCUMENTATION.—If the
12 Secretary disapproves the Tribal water leasing
13 regulations described in subparagraph (A), the
14 Secretary shall include written documentation
15 with the disapproval notification that describes
16 the basis for this disapproval.

17 (C) EXTENSION.—The deadline described
18 in subparagraph (A) may be extended by the
19 Secretary, after consultation with the Fort
20 Belknap Indian Community.

21 (4) FEDERAL ENVIRONMENTAL REVIEW.—Not-
22 withstanding paragraphs (2) and (3), if the Fort
23 Belknap Indian Community carries out a project or
24 activity funded by a Federal agency, the Fort
25 Belknap Indian Community—

1 (A) shall have the authority to rely on the
2 environmental review process of the applicable
3 Federal agency; and

4 (B) shall not be required to carry out a
5 tribal environmental review process under this
6 subsection.

7 (5) DOCUMENTATION.—If the Fort Belknap In-
8 dian Community issues a lease pursuant to Tribal
9 water leasing regulations under paragraph (1), the
10 Fort Belknap Indian Community shall provide the
11 Secretary and the State a copy of the lease, includ-
12 ing any amendments or renewals to the lease.

13 (6) LIMITATION OF LIABILITY.—

14 (A) IN GENERAL.—The United States
15 shall not be liable in any claim relating to the
16 negotiation, execution, or approval of any lease
17 or exchange agreement or storage agreement,
18 including any claims relating to the terms in-
19 cluded in such an agreement, made pursuant to
20 Tribal water leasing regulations under para-
21 graph (1).

22 (B) OBLIGATIONS.—The United States
23 shall have no trust obligation or other obliga-
24 tion to monitor, administer, or account for—

- 1 (i) any funds received by the Fort
2 Belknap Indian Community as consider-
3 ation under any lease or exchange agree-
4 ment or storage agreement; or
5 (ii) the expenditure of those funds.

6 (g) TRIBAL WATER CODE.—

7 (1) IN GENERAL.—Notwithstanding Article
8 IV.A.2. of the Compact, not later than 4 years after
9 the date on which the Fort Belknap Indian Commu-
10 nity approves the Compact in accordance with sec-
11 tion 111(f)(1), the Fort Belknap Indian Community
12 shall enact a Tribal water code that provides for—

13 (A) the administration, management, regu-
14 lation, and governance of all uses of the Tribal
15 water rights in accordance with the Compact
16 and this title; and

17 (B) the establishment by the Fort Belknap
18 Indian Community of the conditions, permit re-
19 quirements, and other requirements for the allo-
20 cation, distribution, or use of the Tribal water
21 rights in accordance with the Compact and this
22 title.

23 (2) INCLUSIONS.—Subject to the approval of
24 the Secretary, the Tribal water code shall provide—

1 (A) that use of water by allottees shall be
2 satisfied with water from the Tribal water
3 rights;

4 (B) a process by which an allottee may re-
5 quest that the Fort Belknap Indian Community
6 provide water for irrigation use in accordance
7 with this title, including the provision of water
8 under any allottee lease under section 4 of the
9 Act of June 25, 1910 (36 Stat. 856, chapter
10 431; 25 U.S.C. 403);

11 (C) a due process system for the consider-
12 ation and determination by the Fort Belknap
13 Indian Community of any request of an allottee
14 (or a successor in interest to an allottee) for an
15 allocation of water for irrigation purposes on al-
16 lotted land, including a process for—

17 (i) appeal and adjudication of any de-
18 nied or disputed distribution of water; and

19 (ii) resolution of any contested admin-
20 istrative decision;

21 (D) a requirement that any allottee assert-
22 ing a claim relating to the enforcement of rights
23 of the allottee under the Tribal water code, in-
24 cluding to the quantity of water allocated to
25 land of the allottee, shall exhaust all remedies

1 available to the allottee under Tribal law before
2 initiating an action against the United States
3 or petitioning the Secretary pursuant to sub-
4 section (d)(4)(B);

5 (E) a process by which an owner of fee
6 land within the boundaries of the Reservation
7 may apply for use of a portion of the Tribal
8 water rights; and

9 (F) a process for the establishment of a
10 controlled Groundwater area and for the man-
11 agement of that area in cooperation with estab-
12 lishment of a contiguous controlled Ground-
13 water area off the Reservation established pur-
14 suant to Section B.2. of Article IV of the Com-
15 pact and State law.

16 (3) ACTION BY SECRETARY.—

17 (A) IN GENERAL.—During the period be-
18 ginning on the date of enactment of this Act
19 and ending on the date on which a Tribal water
20 code described in paragraphs (1) and (2) is en-
21 acted, the Secretary shall administer, with re-
22 spect to the rights of allottees, the Tribal water
23 rights in accordance with the Compact and this
24 title.

1 (B) APPROVAL.—The Tribal water code
2 described in paragraphs (1) and (2) shall not be
3 valid unless—

4 (i) the provisions of the Tribal water
5 code required by paragraph (2) are ap-
6 proved by the Secretary; and

7 (ii) each amendment to the Tribal
8 water code that affects a right of an allot-
9 tee is approved by the Secretary.

10 (C) APPROVAL PERIOD.—

11 (i) IN GENERAL.—The Secretary shall
12 approve or disapprove the Tribal water
13 code or an amendment to the Tribal water
14 code by not later than 180 days after the
15 date on which the Tribal water code or
16 amendment to the Tribal water code is
17 submitted to the Secretary.

18 (ii) EXTENSIONS.—The deadline de-
19 scribed in clause (i) may be extended by
20 the Secretary, after consultation with the
21 Fort Belknap Indian Community.

22 (h) ADMINISTRATION.—

23 (1) NO ALIENATION.—The Fort Belknap In-
24 dian Community shall not permanently alienate any
25 portion of the Tribal water rights.

1 (2) PURCHASES OR GRANTS OF LAND FROM IN-
 2 DIANS.—An authorization provided by this title for
 3 the allocation, distribution, leasing, or other ar-
 4 rangement entered into pursuant to this title shall
 5 be considered to satisfy any requirement for author-
 6 ization of the action required by Federal law.

7 (3) PROHIBITION ON FORFEITURE.—The non-
 8 use of all or any portion of the Tribal water rights
 9 by any water user shall not result in the forfeiture,
 10 abandonment, relinquishment, or other loss of all or
 11 any portion of the Tribal water rights.

12 (i) EFFECT.—Except as otherwise expressly provided
 13 in this section, nothing in this title—

14 (1) authorizes any action by an allottee against
 15 any individual or entity, or against the Fort Belknap
 16 Indian Community, under Federal, State, Tribal, or
 17 local law; or

18 (2) alters or affects the status of any action
 19 brought pursuant to section 1491(a) of title 28,
 20 United States Code.

21 (j) PICK-SLOAN MISSOURI RIVER BASIN PROGRAM
 22 POWER RATES.—

23 (1) IN GENERAL.—Notwithstanding any other
 24 provision of law, the Secretary, in cooperation with
 25 the Secretary of Energy, shall make available the

1 Pick-Sloan Missouri River Basin Program irrigation
2 project pumping power rates to the Fort Belknap
3 Indian Community, the Fort Belknap Indian Irriga-
4 tion Project, and any projects funded under this
5 title.

6 (2) AUTHORIZED PURPOSES.—The power rates
7 made available under paragraph (1) shall be author-
8 ized for the purposes of wheeling, administration,
9 and payment of irrigation project pumping power
10 rates, including project use power for gravity power.

11 **SEC. 106. EXCHANGE AND TRANSFER OF LAND.**

12 (a) EXCHANGE OF ELIGIBLE LAND AND STATE
13 LAND.—

14 (1) DEFINITIONS.—In this subsection:

15 (A) ELIGIBLE LAND.—The term “eligible
16 land” means—

17 (i) public lands (as defined in section
18 103 of the Federal Land Policy and Man-
19 agement Act of 1976 (43 U.S.C. 1702))
20 that are administered by the Secretary,
21 acting through the Director of the Bureau
22 of Land Management; and

23 (ii) land in the National Forest Sys-
24 tem (as defined in section 11(a) of the
25 Forest and Rangeland Resources Planning

1 Act of 1974 (16 U.S.C. 1609(a)) that is
2 administered by the Secretary of Agri-
3 culture, acting through the Chief of the
4 Forest Service.

5 (B) SECRETARY CONCERNED.—The term
6 “Secretary concerned” means, as applicable—

7 (i) the Secretary, with respect to the
8 eligible land administered by the Bureau of
9 Land Management; and

10 (ii) the Secretary of Agriculture, with
11 respect to eligible land managed by the
12 Forest Service.

13 (2) NEGOTIATIONS AUTHORIZED.—

14 (A) IN GENERAL.—The Secretary con-
15 cerned shall offer to enter into negotiations
16 with the State for the purpose of exchanging el-
17 igible land described in paragraph (4) for the
18 State land described in paragraph (3).

19 (B) REQUIREMENTS.—Any exchange of
20 land made pursuant to this subsection shall be
21 subject to the terms and conditions of this sub-
22 section.

23 (C) PRIORITY.—

24 (i) IN GENERAL.—In carrying out this
25 paragraph, the Secretary and the Sec-

retary of Agriculture shall, during the 5-year period beginning on the date of enactment of this Act, give priority to an exchange of eligible land located within the State for State land.

(ii) SECRETARY OF AGRICULTURE.—

The responsibility of the Secretary of Agriculture under clause (i), during the 5-year period described in that clause, shall be limited to negotiating with the State an acceptable package of land in the National Forest System (as defined in section 11(a) of the Forest and Rangeland Resources Planning Act of 1974 (16 U.S.C. 1609(a))).

(3) STATE LAND.—The Secretary is authorized to accept the following parcels of State land located on and off the Reservation:

(A) 717.56 acres in T. 26 N., R. 22 E., sec. 16.

(B) 707.04 acres in T. 27 N., R. 22 E., sec. 16.

(C) 640 acres in T. 27 N., R. 21 E., sec. 36.

1	(D) 640 acres in T. 26 N., R. 23 E., sec.
2	16.
3	(E) 640 acres in T. 26 N., R. 23 E., sec.
4	36.
5	(F) 640 acres in T. 26 N., R. 26 E., sec.
6	16.
7	(G) 640 acres in T. 26 N., R. 22 E., sec.
8	36.
9	(H) 640 acres in T. 27 N., R. 23 E., sec.
10	16.
11	(I) 640 acres in T. 27 N., R. 25 E., sec.
12	36.
13	(J) 640 acres in T. 28 N., R. 22 E., sec.
14	36.
15	(K) 640 acres in T. 28 N., R. 23 E., sec.
16	16.
17	(L) 640 acres in T. 28 N., R. 24 E., sec.
18	36.
19	(M) 640 acres in T. 28 N., R. 25 E., sec.
20	16.
21	(N) 640 acres in T. 28 N., R. 25 E., sec.
22	36.
23	(O) 640 acres in T. 28 N., R. 26 E., sec.
24	16.

1 (P) 94.96 acres in T. 28 N., R. 26 E., sec.
2 36, under lease by the Fort Belknap Indian
3 Community Council on the date of enactment of
4 this Act, comprised of—

- 5 (i) 30.68 acres in lot 5;
6 (ii) 26.06 acres in lot 6;
7 (iii) 21.42 acres in lot 7; and
8 (iv) 16.8 acres in lot 8.

9 (Q) 652.32 acres in T. 29 N., R. 22 E.,
10 sec. 16, excluding the 73.36 acres under lease
11 by individuals who are not members of the Fort
12 Belknap Indian Community, on the date of en-
13 actment of this Act.

14 (R) 640 acres in T. 29 N., R. 22 E., sec.
15 36.

16 (S) 640 acres in T. 29 N., R. 23 E., sec.
17 16.

18 (T) 640 acres in T. 29 N., R. 24 E., sec.
19 16.

20 (U) 640 acres in T. 29 N., R. 24 E., sec.
21 36.

22 (V) 640 acres in T. 29 N., R. 25 E., sec.
23 16.

24 (W) 640 acres in T. 29 N., R. 25 E., sec.
25 36.

1 (X) 640 acres in T. 29 N., R. 26 E., sec.
2 16.

3 (Y) 663.22 acres in T. 30 N., R. 22 E.,
4 sec. 16, excluding the 58.72 acres under lease
5 by individuals who are not members of the Fort
6 Belknap Indian Community on the date of en-
7 actment of this Act.

8 (Z) 640 acres in T. 30 N., R. 22 E., sec.
9 36.

10 (AA) 640 acres in T. 30 N., R. 23 E., sec.
11 16.

12 (BB) 640 acres in T. 30 N., R. 23 E., sec.
13 36.

14 (CC) 640 acres in T. 30 N., R. 24 E., sec.
15 16.

16 (DD) 640 acres in T. 30 N., R. 24 E., sec.
17 36.

18 (EE) 640 acres in T. 30 N., R. 25 E., sec.
19 16.

20 (FF) 275.88 acres in T. 30 N., R. 26 E.,
21 sec. 36, under lease by the Fort Belknap Indian
22 Community Council on the date of enactment of
23 this Act.

24 (GG) 640 acres in T. 31 N., R. 22 E., sec.
25 36.

1 (HH) 640 acres in T. 31 N., R. 23 E., sec.
2 16.

3 (II) 640 acres in T. 31 N., R. 23 E., sec.
4 36.

5 (JJ) 34.04 acres in T. 31 N., R. 26 E.,
6 sec. 16, lot 4.

7 (KK) 640 acres in T. 25 N., R. 22 E., sec.
8 16.

9 (4) ELIGIBLE LAND.—

10 (A) IN GENERAL.—Subject to valid exist-
11 ing rights, the reservation of easements or
12 rights-of-way deemed necessary to be retained
13 by the Secretary concerned, and the require-
14 ments of this subsection, the Secretary is au-
15 thorized and directed to convey to the State any
16 eligible land within the State identified in the
17 negotiations authorized by paragraph (2) and
18 agreed to by the Secretary concerned.

19 (B) EXCEPTIONS.—The Secretary con-
20 cerned shall exclude from any conveyance any
21 parcel of eligible land that is—

22 (i) included within the National Land-
23 scape Conservation System established by
24 section 2002(a) of the Omnibus Public
25 Land Management Act of 2009 (16 U.S.C.

1 7202(a)), without regard to whether that
2 land has been identified as available for
3 disposal in a land use plan;

4 (ii) designated as wilderness by Con-
5 gress;

6 (iii) within a component of the Na-
7 tional Wild and Scenic Rivers System; or

8 (iv) designated in the Forest Land
9 and Resource Management Plan as a Re-
10 search Natural Area.

11 (C) ADMINISTRATIVE RESPONSIBILITY.—

12 The Secretary shall be responsible for meeting
13 all substantive and any procedural requirements
14 necessary to complete the exchange and the
15 conveyance of the eligible land.

16 (5) LAND INTO TRUST.—On completion of the
17 land exchange authorized by this subsection, the
18 Secretary shall, as soon as practicable after the en-
19 forceability date, take the land received by the
20 United States pursuant to this subsection into trust
21 for the benefit of the Fort Belknap Indian Commu-
22 nity.

23 (6) TERMS AND CONDITIONS.—

24 (A) EQUAL VALUE.—The values of the eli-
25 gible land and State land exchanged under this

subsection shall be equal, except that the Secretary concerned may—

(i) exchange land that is of approximately equal value if such an exchange complies with the requirements of section 206(h) of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1716(h)) (and any regulations implementing that section) without regard to the monetary limitation described in paragraph (1)(A) of that section; and

(ii) make or accept an equalization payment, or waive an equalization payment, if such a payment or waiver of a payment complies with the requirements of section 206(b) of that Act (43 U.S.C. 1716(b)) (and any regulations implementing that section).

(B) IMPACTS ON LOCAL GOVERNMENTS.—

In identifying eligible land to be exchanged with the State, the Secretary concerned and the State may—

(i) consider the financial impacts of exchanging specific eligible land on local governments; and

1 (ii) attempt to minimize the financial
2 impact of the exchange on local govern-
3 ments.

4 (C) EXISTING AUTHORIZATIONS.—

5 (i) ELIGIBLE LAND CONVEYED TO
6 THE STATE.—

7 (I) IN GENERAL.—Any eligible
8 land conveyed to the State under this
9 subsection shall be subject to any
10 valid existing rights, contracts, leases,
11 permits, and rights-of-way, unless the
12 holder of the right, contract, lease,
13 permit, or right-of-way requests an
14 earlier termination in accordance with
15 existing law.

16 (II) ASSUMPTION BY STATE.—

17 The State shall assume all benefits
18 and obligations of the Forest Service
19 or the Bureau of Land Management,
20 as applicable, under the existing
21 rights, contracts, leases, permits, and
22 rights-of-way described in subclause
23 (I).

24 (ii) STATE LAND CONVEYED TO THE
25 UNITED STATES.—

1 (I) IN GENERAL.—Any State
2 land conveyed to the United States
3 under this subsection and taken into
4 trust for the benefit of the Fort
5 Belknap Indian Community subject
6 shall be to any valid existing rights,
7 contracts, leases, permits, and rights-
8 of-way, unless the holder of the right,
9 contract, lease, permit, or right-of-way
10 requests an earlier termination in ac-
11 cordance with existing law.

12 (II) ASSUMPTION BY BUREAU OF
13 INDIAN AFFAIRS.—The Bureau of In-
14 dian Affairs shall—

15 (aa) assume all benefits and
16 obligations of the State under the
17 existing rights, contracts, leases,
18 permits, and rights-of-way de-
19 scribed in subclause (I); and

20 (bb) disburse to the Fort
21 Belknap Indian Community any
22 amounts that accrue to the
23 United States from those rights,
24 contracts, leases, permits, and
25 rights-of-way, after the date of

1 transfer from any sale, bonus,
2 royalty, or rental relating to that
3 land in the same manner as
4 amounts received from other land
5 held by the Secretary in trust for
6 the benefit of the Fort Belknap
7 Indian Community.

8 (D) PERSONAL PROPERTY.—

9 (i) IN GENERAL.—Any improvements
10 constituting personal property, as defined
11 by State law, belonging to the holder of a
12 right, contract, lease, permit, or right-of-
13 way on land transferred to the United
14 States under this subsection shall—

15 (I) remain the property of the
16 holder; and

17 (II) be removed not later than 90
18 days after the date on which the
19 right, contract, lease, permit, or right-
20 of-way expires, unless the Fort
21 Belknap Indian Community and the
22 holder agree otherwise.

23 (ii) REMAINING PROPERTY.—Any per-
24 sonal property described in clause (i) re-
25 maining with the holder described in that

1 clause beyond the 90-day period described
2 in subclause (II) of that clause shall—

3 (I) become the property of the
4 Fort Belknap Indian Community; and

5 (II) be subject to removal and
6 disposition at the discretion of the
7 Fort Belknap Indian Community.

8 (iii) LIABILITY OF PREVIOUS HOLD-
9 ER.—The holder of personal property de-
10 scribed in clause (i) shall be liable for costs
11 incurred by the Fort Belknap Indian Com-
12 munity in removing and disposing of the
13 personal property under clause (ii)(II).

14 (7) TECHNICAL CORRECTIONS.—Notwith-
15 standing the descriptions of the parcels of land
16 owned by the State under paragraph (3), the State
17 may, with the consent of the Fort Belknap Indian
18 Community, make technical corrections to the legal
19 land descriptions to more specifically identify the
20 State parcels to be exchanged.

21 (8) ASSISTANCE.—The Secretary shall provide
22 \$10,000,000 of financial or other assistance to the
23 State and the Fort Belknap Indian Community as
24 may be necessary to obtain the appraisals, and to

1 satisfy administrative requirements, necessary to ac-
2 complish the exchanges under paragraph (2).

3 (b) FEDERAL LAND TRANSFERS.—

4 (1) IN GENERAL.—Subject to valid existing
5 rights and the requirements of this subsection, all
6 right, title, and interest of the United States in and
7 to the land described in paragraph (2) shall be held
8 by the United States in trust for the benefit of the
9 Fort Belknap Indian Community as part of the Res-
10 ervation on the enforceability date.

11 (2) FEDERAL LAND.—

12 (A) BUREAU OF LAND MANAGEMENT PAR-
13 CELS.—

14 (i) 59.46 acres in T. 25 N., R. 22 E.,
15 sec. 4, comprised of—

16 (I) 19.55 acres in lot 10;

17 (II) 19.82 acres in lot 11; and

18 (III) 20.09 acres in lot 16.

19 (ii) 324.24 acres in the N¹/₂ of T. 25
20 N., R. 22 E., sec. 5.

21 (iii) 403.56 acres in T. 25 N., R. 22
22 E., sec. 9, comprised of—

23 (I) 20.39 acres in lot 2;

24 (II) 20.72 acres in lot 7;

25 (III) 21.06 acres in lot 8;

- 1 (IV) 40.00 acres in lot 9;
- 2 (V) 40.00 acres in lot 10;
- 3 (VI) 40.00 acres in lot 11;
- 4 (VII) 40.00 acres in lot 12;
- 5 (VIII) 21.39 acres in lot 13; and
- 6 (IX) 160 acres in SW¹/₄.

7 (iv) 70.63 acres in T. 25 N., R. 22
8 E., sec. 13, comprised of—

- 9 (I) 18.06 acres in lot 5;
- 10 (II) 18.25 acres in lot 6;
- 11 (III) 18.44 acres in lot 7; and
- 12 (IV) 15.88 acres in lot 8.

13 (v) 71.12 acres in T. 25 N., R. 22 E.,
14 sec. 14, comprised of—

- 15 (I) 17.65 acres in lot 5;
- 16 (II) 17.73 acres in lot 6;
- 17 (III) 17.83 acres in lot 7; and
- 18 (IV) 17.91 acres in lot 8.

19 (vi) 103.29 acres in T. 25 N., R. 22
20 E., sec. 15, comprised of—

- 21 (I) 21.56 acres in lot 6;
- 22 (II) 29.50 acres in lot 7;
- 23 (III) 17.28 acres in lot 8;
- 24 (IV) 17.41 acres in lot 9; and
- 25 (V) 17.54 acres in lot 10.

1 (vii) 160 acres in T. 26 N., R. 21 E.,
2 sec. 1, comprised of—

3 (I) 80 acres in the S¹/₂ of the
4 NW¹/₄ ; and

5 (II) 80 acres in the W¹/₂ of the
6 SW¹/₄.

7 (viii) 567.50 acres in T. 26 N., R. 21
8 E., sec. 2, comprised of—

9 (I) 82.54 acres in the E¹/₂ of the
10 NW¹/₄;

11 (II) 164.96 acres in the NE¹/₄;
12 and

13 (III) 320 acres in the S¹/₂.

14 (ix) 240 acres in T. 26 N., R. 21 E.,
15 sec. 3, comprised of—

16 (I) 40 acres in the SE¹/₄ of the
17 NW¹/₄;

18 (II) 160 acres in the SW¹/₄; and

19 (III) 40 acres in the SW¹/₄ of the
20 SE¹/₄.

21 (x) 120 acres in T. 26 N., R. 21 E.,
22 sec. 4, comprised of—

23 (I) 80 acres in the E¹/₂ of the
24 SE¹/₄; and

1 (II) 40 acres in the NW¹/₄ of the
2 SE¹/₄.

3 (xi) 200 acres in T. 26 N., R. 21 E.,
4 sec. 5, comprised of—

5 (I) 160 acres in the SW¹/₄; and

6 (II) 40 acres in the SW¹/₄ of the
7 NW¹/₄.

8 (xii) 40 acres in the SE¹/₄ of the
9 SE¹/₄ of T. 26 N., R. 21 E., sec. 6.

10 (xiii) 240 acres in T. 26 N., R. 21 E.,
11 sec. 8, comprised of—

12 (I) 40 acres in the NE¹/₄ of the
13 SW¹/₄;

14 (II) 160 acres in the NW¹/₄; and

15 (III) 40 acres in the NW¹/₄ of
16 the SE¹/₄.

17 (xiv) 320 acres in the E¹/₂ of T. 26
18 N., R. 21 E., sec. 9.

19 (xv) 640 acres in T. 26 N., R. 21 E.,
20 sec. 10.

21 (xvi) 600 acres in T. 26 N., R. 21 E.,
22 sec. 11, comprised of—

23 (I) 320 acres in the N¹/₂;

24 (II) 80 acres in the N¹/₂ of the
25 SE¹/₄;

1 (III) 160 acres in the SW¹/₄; and

2 (IV) 40 acres in the SW¹/₄ of the

3 SE¹/₄.

4 (xvii) 525.81 acres in T. 26 N., R. 22

5 E., sec. 21, comprised of—

6 (I) 6.62 acres in lot 1;

7 (II) 5.70 acres in lot 2;

8 (III) 56.61 acres in lot 5;

9 (IV) 56.88 acres in lot 6;

10 (V) 320 acres in the W¹/₂; and

11 (VI) 80 acres in the W¹/₂ of the

12 SE¹/₄.

13 (xviii) 719.58 acres in T. 26 N., R. 22

14 E., sec. 28.

15 (xix) 560 acres in T. 26 N., R. 22 E.,

16 sec. 29, comprised of—

17 (I) 320 acres in the N¹/₂;

18 (II) 160 acres in the N¹/₂ of the

19 S¹/₂; and

20 (III) 80 acres in the S¹/₂ of the

21 SE¹/₄.

22 (xx) 400 acres in T. 26 N., R. 22 E.,

23 sec. 32, comprised of—

24 (I) 320 acres in the S¹/₂; and

1 (II) 80 acres in the S¹/₂ of the
2 NW¹/₄.

3 (xxi) 455.51 acres in T. 26 N., R. 22
4 E., sec. 33, comprised of—

5 (I) 58.25 acres in lot 3;
6 (II) 58.5 acres in lot 4;
7 (III) 58.76 acres in lot 5;
8 (IV) 40 acres in the NW¹/₄ of the
9 NE¹/₄;
10 (V) 160 acres in the SW¹/₄; and
11 (VI) 80 acres in the W¹/₂ of the
12 SE¹/₄.

13 (xxii) 88.71 acres in T. 27 N., R. 21
14 E., sec. 1, comprised of—

15 (I) 24.36 acres in lot 1;
16 (II) 24.35 acres in lot 2; and
17 (III) 40 acres in the SW¹/₄ of the
18 SW¹/₄.

19 (xxiii) 80 acres in T. 27 N., R. 21 E.,
20 sec. 3, comprised of—

21 (I) 40 acres in lot 11; and
22 (II) 40 acres in lot 12.

23 (xxiv) 80 acres in T. 27 N., R. 21 E.,
24 sec. 11, comprised of—

1 (I) 40 acres in the NW¹/₄ of the
2 SW¹/₄; and

3 (II) 40 acres in the SW¹/₄ of the
4 NW¹/₄.

5 (xxv) 200 acres in T. 27 N., R. 21 E.,
6 sec. 12, comprised of—

7 (I) 80 acres in the E¹/₂ of the
8 SW¹/₄;

9 (II) 40 acres in the NW¹/₄ of the
10 NW¹/₄; and

11 (III) 80 acres in the S¹/₂ of the
12 NW¹/₄.

13 (xxvi) 40 acres in the SE¹/₄ of the
14 NE¹/₄ of T. 27 N., R. 21 E., sec. 23.

15 (xxvii) 320 acres in T. 27 N., R. 21
16 E., sec. 24, comprised of—

17 (I) 80 acres in the E¹/₂ of the
18 NW¹/₄;

19 (II) 160 acres in the NE¹/₄;

20 (III) 40 acres in the NE¹/₄ of the
21 SE¹/₄; and

22 (IV) 40 acres in the SW¹/₄ of the
23 SW¹/₄.

24 (xxviii) 120 acres in T. 27 N., R. 21
25 E., sec. 25, comprised of—

1 (I) 80 acres in the S¹/₂ of the
2 NE¹/₄; and

3 (II) 40 acres in the SE¹/₄ of the
4 NW¹/₄.

5 (xxix) 40 acres in the NE¹/₄ of the
6 SE¹/₄ of T. 27 N., R. 21 E., sec. 26.

7 (xxx) 160 acres in the NW¹/₄ of T. 27
8 N., R. 21 E., sec. 27.

9 (xxxi) 40 acres in the SW¹/₄ of the
10 SW¹/₄ of T. 27 N., R. 21 E., sec. 29.

11 (xxxii) 40 acres in the SW¹/₄ of the
12 NE¹/₄ of T. 27 N., R. 21 E., sec 30.

13 (xxxiii) 120 acres in T. 27 N., R. 21
14 E., sec. 33, comprised of—

15 (I) 40 acres in the SE¹/₄ of the
16 NE¹/₄; and

17 (II) 80 acres in the N¹/₂ of the
18 SE¹/₄.

19 (xxxiv) 440 acres in T. 27 N., R. 21
20 E., sec. 34, comprised of—

21 (I) 160 acres in the N¹/₂ of the
22 S¹/₂;

23 (II) 160 acres in the NE¹/₄;

24 (III) 80 acres in the S¹/₂ of the
25 NW¹/₄; and

1 (IV) 40 acres in the SE¹/₄ of the
2 SE¹/₄.

3 (xxxv) 133.44 acres in T. 27 N., R.
4 22 E., sec. 4, comprised of—

5 (I) 28.09 acres in lot 5;

6 (II) 25.35 acres in lot 6;

7 (III) 40 acres in lot 10; and

8 (IV) 40 acres in lot 15.

9 (xxxvi) 160 acres in T. 27 N., R. 22
10 E., sec. 7, comprised of—

11 (I) 40 acres in the NE¹/₄ of the
12 NE¹/₄;

13 (II) 40 acres in the NW¹/₄of the
14 SW¹/₄; and

15 (III) 80 acres in the W¹/₂ of the
16 NW¹/₄.

17 (xxxvii) 120 acres in T. 27 N., R. 22
18 E., sec. 8, comprised of—

19 (I) 80 acres in the E¹/₂ of the
20 NW¹/₄; and

21 (II) 40 acres in the NE¹/₄of the
22 SW¹/₄.

23 (xxxviii) 40 acres in the SW¹/₄of the
24 NW¹/₄ of T. 27 N., R. 22 E., sec. 9.

1 (xxxix) 40 acres in the NE¹/₄ of the
2 SW¹/₄ of T. 27 N., R. 22 E., sec. 17.

3 (xl) 40 acres in the NW¹/₄ of the
4 NW¹/₄ of T. 27 N., R. 22 E., sec. 19.

5 (xli) 40 acres in the SE¹/₄ of the
6 NW¹/₄ of T. 27 N., R. 22 E., sec. 20.

7 (xlii) 80 acres in the W¹/₂ of the SE¹/₄
8 of T. 27 N., R. 22 E., sec. 31.

9 (xliii) 52.36 acres in the SE¹/₄ of the
10 SE¹/₄ of T. 27 N., R. 22 E., sec. 33.

11 (xliv) 40 acres in the NE¹/₄ of the
12 SW¹/₄ of T. 28 N., R. 22 E., sec. 29.

13 (xlv) 40 acres in the NE¹/₄ of the
14 NE¹/₄ of T. 26 N., R. 21 E., sec. 7.

15 (xlvi) 40 acres in the SW¹/₄ of the
16 NW¹/₄ of T. 26 N., R. 21 E., sec. 12.

17 (xlvii) 42.38 acres in the NW¹/₄ of the
18 NE¹/₄ of T. 26 N., R. 22 E., sec. 6.

19 (xlviii) 320 acres in the E¹/₂ of T. 26
20 N., R. 22 E., sec. 17.

21 (xlix) 80 acres in the E¹/₂ of the
22 NE¹/₄ of T. 26 N., R. 22 E., sec. 20.

23 (l) 240 acres in T. 26 N., R. 22 E.,
24 sec. 30, comprised of—

1 (I) 80 acres in the E¹/₂ of the
2 NE¹/₄;

3 (II) 80 acres in the N¹/₂ of the
4 SE¹/₄;

5 (III) 40 acres in the SE¹/₄ of the
6 NW¹/₄; and

7 (IV) 40 acres in the SW¹/₄ of the
8 NE¹/₄.

9 (B) BUREAU OF INDIAN AFFAIRS.—The
10 parcels of approximately 3,519.3 acres of trust
11 land that have been converted to fee land, judi-
12 cially foreclosed on, acquired by the Depart-
13 ment of Agriculture, and transferred to the Bu-
14 reau of Indian Affairs, described in clauses (i)
15 through (iii).

16 (i) PARCEL 1.—The land described in
17 this clause is 640 acres in T. 29 N., R. 26
18 E., comprised of—

19 (I) 160 acres in the SW¹/₄ of sec.
20 27;

21 (II) 160 acres in the NE¹/₄ of
22 sec. 33; and

23 (III) 320 acres in the W¹/₂ of
24 sec. 34.

1 (ii) PARCEL 2.—The land described in
 2 this clause is 320 acres in the N¹/₂ of T.
 3 30 N., R. 23 E., sec. 28.

4 (iii) PARCEL 3.—The land described
 5 in this clause is 2,559.3 acres, comprised
 6 of—

7 (I) T. 28 N., R. 24 E., includ-
 8 ing—

9 (aa) of sec. 16—

10 (AA) 5 acres in the
 11 E¹/₂, W¹/₂, E¹/₂, W¹/₂, W¹/₂,
 12 NE¹/₄;

13 (BB) 10 acres in the
 14 E¹/₂, E¹/₂, W¹/₂, W¹/₂,
 15 NE¹/₄;

16 (CC) 40 acres in the
 17 E¹/₂, W¹/₂, NE¹/₄;

18 (DD) 40 acres in the
 19 W¹/₂, E¹/₂, NE¹/₄;

20 (EE) 20 acres in the
 21 W¹/₂, E¹/₂, E¹/₂, NE¹/₄;

22 (FF) 5 acres in the
 23 W¹/₂, W¹/₂, E¹/₂, E¹/₂, E¹/₂,
 24 NE¹/₄; and

1 (GG) 160 acres in the
2 SE¹/₄;

3 (bb) 640 acres in sec. 21;

4 (cc) 320 acres in the S¹/₂ of
5 sec. 22; and

6 (dd) 320 acres in the W¹/₂
7 of sec. 27;

8 (II) T. 29 N., R. 25 E., PMM,
9 including—

10 (aa) 320 acres in the S¹/₂ of
11 sec. 1; and

12 (bb) 320 acres in the N¹/₂ of
13 sec. 12;

14 (III) 39.9 acres in T. 29 N., R.
15 26 E., PMM, sec. 6, lot 2;

16 (IV) T. 30 N., R. 26 E., PMM,
17 including—

18 (aa) 39.4 acres in sec. 3, lot
19 2;

20 (bb) 40 acres in the SW¹/₄
21 of the SW¹/₄ of sec. 4;

22 (cc) 80 acres in the E¹/₂ of
23 the SE¹/₄ of sec. 5;

24 (dd) 80 acres in the S¹/₂ of
25 the SE¹/₄ of sec. 7; and

1 (ee) 40 acres in the N¹/₂,
 2 N¹/₂, NE¹/₄ of sec. 18; and
 3 (V) 40 acres in T. 31 N., R. 26
 4 E., PMM, the NW¹/₄ of the SE¹/₄ of
 5 sec. 31.

6 (3) TERMS AND CONDITIONS.—

7 (A) EXISTING AUTHORIZATIONS.—

8 (i) IN GENERAL.—Federal land trans-
 9 ferred under this subsection shall be con-
 10 veyed and taken into trust subject to valid
 11 existing rights, contracts, leases, permits,
 12 and rights-of-way, unless the holder of the
 13 right, contract, lease, permit, and rights-
 14 of-way requests an earlier termination in
 15 accordance with existing law.

16 (ii) ASSUMPTION BY BUREAU OF IN-
 17 DIAN AFFAIRS.—The Bureau of Indian Af-
 18 fairs shall—

19 (I) assume all benefits and obli-
 20 gations of the previous land manage-
 21 ment agency under the existing rights,
 22 contracts, leases, permits, and rights-
 23 of-way described in clause (i); and

24 (II) disburse to the Fort Belknap
 25 Indian Community any amounts that

1 accrue to the United States from
2 those rights, contracts, leases, per-
3 mits, and rights-of-ways after the date
4 of transfer from any sale, bonus, roy-
5 alty, or rental relating to that land in
6 the same manner as amounts received
7 from other land held by the Secretary
8 in trust for the Fort Belknap Indian
9 Community.

10 (B) PERSONAL PROPERTY.—

11 (i) IN GENERAL.—Any improvements
12 constituting personal property, as defined
13 by State law, belonging to the holder of a
14 right, contract, lease, permit, or right-of-
15 way on land transferred under this sub-
16 section shall—

17 (I) remain the property of the
18 holder; and

19 (II) be removed from the land
20 not later than 90 days after the date
21 on which the right, contract, lease,
22 permit, or right-of-way expires, unless
23 the Fort Belknap Indian Community
24 and the holder agree otherwise.

1 (ii) REMAINING PROPERTY.—Any per-
2 sonal property described in clause (i) re-
3 maining with the holder described in that
4 clause beyond the 90-day period described
5 in subclause (II) of that clause shall—

6 (I) become the property of the
7 Fort Belknap Indian Community; and

8 (II) be subject to removal and
9 disposition at the discretion of the
10 Fort Belknap Indian Community.

11 (iii) LIABILITY OF PREVIOUS HOLD-
12 ER.—The holder of personal property de-
13 scribed in clause (i) shall be liable to the
14 Fort Belknap Indian Community for costs
15 incurred by the Fort Belknap Indian Com-
16 munity in removing and disposing of the
17 property under clause (ii)(II).

18 (C) EXISTING ROADS.—If any road within
19 the Federal land transferred under this sub-
20 section is necessary for customary access to pri-
21 vate land, the Bureau of Indian Affairs shall
22 offer the owner of the private land to apply for
23 a right-of-way along the existing road, at the
24 expense of the landowner.

1 (D) LIMITATION ON THE TRANSFER OF
2 WATER RIGHTS.—Water rights that transfer
3 with the land described in paragraph (2) shall
4 not become part of the Tribal water rights, un-
5 less those rights are recognized and ratified in
6 the Compact.

7 (4) WITHDRAWAL OF FEDERAL LAND.—

8 (A) IN GENERAL.—Subject to valid exist-
9 ing rights, effective on the date of enactment of
10 this Act, all Federal land within the parcels de-
11 scribed in paragraph (2) is withdrawn from all
12 forms of—

13 (i) entry, appropriation, or disposal
14 under the public land laws;

15 (ii) location, entry, and patent under
16 the mining laws; and

17 (iii) disposition under all laws per-
18 taining to mineral and geothermal leasing
19 or mineral materials.

20 (B) EXPIRATION.—The withdrawals pursu-
21 ant to subparagraph (A) shall terminate on the
22 date that the Secretary takes the land into
23 trust for the benefit of the Fort Belknap Indian
24 Community pursuant to paragraph (1).

1 (C) NO NEW RESERVATION OF FEDERAL
2 WATER RIGHTS.—Nothing in this paragraph es-
3 tablishes a new reservation in favor of the
4 United States or the Fort Belknap Indian Com-
5 munity with respect to any water or water right
6 on the land withdrawn by this paragraph.

7 (5) TECHNICAL CORRECTIONS.—Notwith-
8 standing the descriptions of the parcels of Federal
9 land in paragraph (2), the United States may, with
10 the consent of the Fort Belknap Indian Community,
11 make technical corrections to the legal land descrip-
12 tions to more specifically identify the parcels.

13 (6) SURVEY.—

14 (A) IN GENERAL.—Unless the United
15 States or the Fort Belknap Indian Community
16 request an additional survey for the transferred
17 land or a technical correction is made under
18 paragraph (5), the description of land under
19 this subsection shall be controlling.

20 (B) ADDITIONAL SURVEY.—If the United
21 States or the Fort Belknap Indian Community
22 requests an additional survey, that survey shall
23 control the total acreage to be transferred into
24 trust under this subsection.

1 (C) ASSISTANCE.—The Secretary shall
2 provide such financial or other assistance as
3 may be necessary—

4 (i) to conduct additional surveys
5 under this subsection; and

6 (ii) to satisfy administrative require-
7 ments necessary to accomplish the land
8 transfers under this subsection.

9 (7) DATE OF TRANSFER.—The Secretary shall
10 complete all land transfers under this subsection and
11 shall take the land into trust for the benefit of the
12 Fort Belknap Indian Community as expeditiously as
13 practicable after the enforceability date, but not
14 later than 10 years after the enforceability date.

15 (c) TRIBALLY OWNED FEE LAND.—Not later than
16 10 years after the enforceability date, the Secretary shall
17 take into trust for the benefit of the Fort Belknap Indian
18 Community all fee land owned by the Fort Belknap Indian
19 Community on or adjacent to the Reservation to become
20 part of the Reservation, provided that—

21 (1) the land is free from any liens, encum-
22 brances, or other infirmities; and

23 (2) no evidence exists of any hazardous sub-
24 stances on, or other environmental liability with re-
25 spect to, the land.

1 (d) DODSON LAND.—

2 (1) IN GENERAL.—Subject to paragraph (2), as
3 soon as practicable after the enforceability date, but
4 not later than 10 years after the enforceability date,
5 the Dodson Land described in paragraph (3) shall
6 be taken into trust by the United States for the ben-
7 efit of the Fort Belknap Indian Community as part
8 of the Reservation.

9 (2) RESTRICTIONS.—The land taken into trust
10 under paragraph (1) shall be subject to a perpetual
11 easement, reserved by the United States for use by
12 the Bureau of Reclamation, its contractors, and its
13 assigns for—

14 (A) the right of ingress and egress for
15 Milk River Project purposes; and

16 (B) the right to—

17 (i) seep, flood, and overflow the trans-
18 ferred land for Milk River Project pur-
19 poses;

20 (ii) conduct routine and non-routine
21 operation, maintenance, and replacement
22 activities on the Milk River Project facili-
23 ties, including modification to the
24 headworks at the upstream end of the
25 Dodson South Canal in support of Dodson

1 South Canal enlargement, to include all as-
2 sociated access, construction, and material
3 storage necessary to complete those activi-
4 ties; and

5 (iii) prohibit the construction of per-
6 manent structures on the transferred land,
7 except—

8 (I) as provided in the cooperative
9 agreement under paragraph (4); and

10 (II) to meet the requirements of
11 the Milk River Project.

12 (3) DESCRIPTION OF DODSON LAND.—

13 (A) IN GENERAL.—The Dodson Land re-
14 ferred to in paragraphs (1) and (2) is the ap-
15 proximately 2,500 acres of land owned by the
16 United States that is, as of the date of enact-
17 ment of this Act, under the jurisdiction of the
18 Bureau of Reclamation and located at the
19 northeastern corner of the Reservation (which
20 extends to the point in the middle of the main
21 channel of the Milk River), where the Milk
22 River Project facilities, including the Dodson
23 Diversion Dam, headworks to the Dodson
24 South Canal, and Dodson South Canal, are lo-

1 cated, and more particularly described as fol-
2 lows:

3 (i) Supplemental Plat of T. 30 N., R.
4 26 E., PMM, secs. 1 and 2.

5 (ii) Supplemental Plat of T. 31 N., R.
6 25 E., PMM, sec. 13.

7 (iii) Supplemental Plat of T. 31 N.,
8 R. 26 E., PMM, secs. 18, 19, 20, and 29.

9 (iv) Supplemental Plat of T. 31 N., R.
10 26 E., PMM, secs. 26, 27, 35, and 36.

11 (B) CLARIFICATION.—The supplemental
12 plats described in clauses (i) through (iv) of
13 subparagraph (A) are official plats, as docu-
14 mented by retracement boundary surveys of the
15 General Land Office, approved on March 11,
16 1938, and on record at the Bureau of Land
17 Management.

18 (C) TECHNICAL CORRECTIONS.—Notwith-
19 standing the descriptions of the parcels of Fed-
20 eral land in subparagraph (A), the United
21 States may, with the consent of the Fort
22 Belknap Indian Community, make technical
23 corrections to the legal land descriptions to
24 more specifically identify the parcels to be
25 transferred.

1 (4) COOPERATIVE AGREEMENT.—Not later
2 than 3 years after the enforceability date, the Bu-
3 reau of Reclamation, the Malta Irrigation District,
4 the Bureau of Indian Affairs, and the Fort Belknap
5 Indian Community shall negotiate and enter into a
6 cooperative agreement that identifies the uses to
7 which the Fort Belknap Indian Community may put
8 the land described in paragraph (3), provided that
9 the cooperative agreement may be amended by mu-
10 tual agreement of the Fort Belknap Indian Commu-
11 nity, Bureau of Reclamation, the Malta Irrigation
12 District, and the Bureau of Indian Affairs, including
13 to modify the perpetual easement to narrow the
14 boundaries of the easement or to terminate the per-
15 petual easement and cooperative agreement.

16 (e) LAND STATUS.—All land held in trust by the
17 United States for the benefit of the Fort Belknap Indian
18 Community under this section shall be—

19 (1) beneficially owned by the Fort Belknap In-
20 dian Community; and

21 (2) part of the Reservation and administered in
22 accordance with the laws and regulations generally
23 applicable to land held in trust by the United States
24 for the benefit of an Indian Tribe.

1 (f) GAMING PROHIBITED.—All land held in trust by
2 the United States for the benefit of the Fort Belknap In-
3 dian Community under this section shall not be used for
4 any class II gaming or class III gaming under the Indian
5 Gaming Regulatory Act (25 U.S.C. 2701 et seq.) (as those
6 terms are defined in section 4 of that Act (25 U.S.C.
7 2703)).

8 **SEC. 107. STORAGE ALLOCATION FROM LAKE ELWELL.**

9 (a) STORAGE ALLOCATION OF WATER TO FORT
10 BELKNAP INDIAN COMMUNITY.—The Secretary shall allo-
11 cate to the Fort Belknap Indian Community 20,000 acre-
12 feet per year of water stored in Lake Elwell for use by
13 the Fort Belknap Indian Community for any beneficial
14 purpose on or off the Reservation, under a water right
15 held by the United States and managed by the Bureau
16 of Reclamation for the benefit of the Fort Belknap Indian
17 Community, as measured and diverted at the outlet works
18 of the Tiber Dam or through direct pumping from Lake
19 Elwell.

20 (b) TREATMENT.—

21 (1) IN GENERAL.—The allocation to the Fort
22 Belknap Indian Community under subsection (a)
23 shall be considered to be part of the Tribal water
24 rights.

1 (2) PRIORITY DATE.—The priority date of the
2 allocation to the Fort Belknap Indian Community
3 under subsection (a) shall be the priority date of the
4 Lake Elwell water right held by the Bureau of Rec-
5 lamation.

6 (3) ADMINISTRATION.—The Fort Belknap In-
7 dian Community shall administer the water allocated
8 under subsection (a) in accordance with the Com-
9 pact and this title.

10 (c) ALLOCATION AGREEMENT.—

11 (1) IN GENERAL.—As a condition of receiving
12 the allocation under this section, the Fort Belknap
13 Indian Community shall enter into an agreement
14 with the Secretary to establish the terms and condi-
15 tions of the allocation, in accordance with the Com-
16 pact and this title.

17 (2) INCLUSIONS.—The agreement under para-
18 graph (1) shall include provisions establishing that—

19 (A) the agreement shall be without limit as
20 to term;

21 (B) the Fort Belknap Indian Community,
22 and not the United States, shall be entitled to
23 all consideration due to the Fort Belknap In-
24 dian Community under any lease, contract, ex-
25 change, or agreement entered into by the Fort

1 Belknap Indian Community pursuant to sub-
2 section (d);

3 (C) the United States shall have no obliga-
4 tion to monitor, administer, or account for—

5 (i) any funds received by the Fort
6 Belknap Indian Community as consider-
7 ation under any lease, contract, exchange,
8 or agreement entered into by the Fort
9 Belknap Indian Community pursuant to
10 subsection (d); or

11 (ii) the expenditure of those funds;

12 (D) if the capacity or function of Lake
13 Elwell facilities are significantly reduced, or are
14 anticipated to be significantly reduced, for an
15 extended period of time, the Fort Belknap In-
16 dian Community shall have the same storage
17 rights as other storage contractors with respect
18 to the allocation under this section;

19 (E) the costs associated with the construc-
20 tion of the storage facilities at Tiber Dam allo-
21 cable to the Fort Belknap Indian Community
22 shall be nonreimbursable;

23 (F) no water service capital charge shall be
24 due or payable for any water allocated to the
25 Fort Belknap Indian Community under this

1 section or the allocation agreement, regardless
2 of whether that water is delivered for use by the
3 Fort Belknap Indian Community or under a
4 lease, contract, exchange, or by agreement en-
5 tered into by the Fort Belknap Indian Commu-
6 nity pursuant to subsection (d);

7 (G) the Fort Belknap Indian Community
8 shall not be required to make payments to the
9 United States for any water allocated to the
10 Fort Belknap Indian Community under this
11 section or the allocation agreement, except for
12 each acre-foot of stored water leased or trans-
13 ferred for industrial purposes as described in
14 subparagraph (H); and

15 (H) for each acre-foot of stored water
16 leased or transferred by the Fort Belknap In-
17 dian Community for industrial purposes—

18 (i) the Fort Belknap Indian Commu-
19 nity shall pay annually to the United
20 States an amount necessary to cover the
21 proportional share of the annual oper-
22 ations, maintenance, and replacement costs
23 allocable to the quantity of water leased or
24 transferred by the Fort Belknap Indian
25 Community for industrial purposes; and

1 (ii) the annual payments of the Fort
2 Belknap Indian Community shall be re-
3 viewed and adjusted, as appropriate, to re-
4 flect the actual operations, maintenance,
5 and replacement costs for Tiber Dam.

6 (d) AGREEMENT BY FORT BELKNAP INDIAN COMMU-
7 NITY.—The Fort Belknap Indian Community may use,
8 lease, contract, exchange, or enter into other agreements
9 for the use of the water allocated to the Fort Belknap
10 Indian Community under subsection (a) if—

11 (1) the use of water that is the subject of such
12 an agreement occurs within the Missouri River
13 Basin; and

14 (2) the agreement does not permanently alien-
15 ate any water allocated to the Fort Belknap Indian
16 Community under that subsection.

17 (e) EFFECTIVE DATE.—The allocation under sub-
18 section (a) takes effect on the enforceability date.

19 (f) NO CARRYOVER STORAGE.—The allocation under
20 subsection (a) shall not be increased by any year-to-year
21 carryover storage.

22 (g) DEVELOPMENT AND DELIVERY COSTS.—The
23 United States shall not be required to pay the cost of de-
24 veloping or delivering any water allocated under this sec-
25 tion.

1 **SEC. 108. MILK RIVER PROJECT MITIGATION.**

2 (a) IN GENERAL.—In complete satisfaction of the
3 Milk River Project mitigation requirements provided for
4 in Article VI.B. of the Compact, the Secretary, acting
5 through the Commissioner—

6 (1) in cooperation with the State and the
7 Blackfoot Tribe, shall carry out appropriate activi-
8 ties concerning the restoration of the St. Mary
9 Canal and associated facilities, including activities
10 relating to the—

11 (A) planning and design to restore the St.
12 Mary Canal and appurtenances to convey 850
13 cubic-feet per second; and

14 (B) rehabilitating, constructing, and re-
15 pairing of the St. Mary Canal and appur-
16 tenances; and

17 (2) in cooperation with the State and the Fort
18 Belknap Indian Community, shall carry out appro-
19 priate activities concerning the enlargement of
20 Dodson South Canal and associated facilities, includ-
21 ing activities relating to the—

22 (A) planning and design to enlarge Dodson
23 South Canal and headworks at the upstream
24 end of Dodson South Canal to divert and con-
25 vey 700 cubic-feet per second; and

1 (B) rehabilitating, constructing, and en-
2 larging the Dodson South Canal and headworks
3 at the upstream end of Dodson South Canal to
4 divert and convey 700 cubic-feet per second.

5 (b) FUNDING.—The total amount of obligations in-
6 curred by the Secretary, prior to any adjustments provided
7 for in section 114(b), shall not exceed \$300,000,000 to
8 carry out activities described in subsection (c)(1).

9 (c) SATISFACTION OF MITIGATION REQUIREMENT.—
10 Notwithstanding any provision of the Compact, the miti-
11 gation required by Article VI.B. of the Compact shall be
12 deemed satisfied if—

13 (1) the Secretary has—

14 (A) restored the St. Mary Canal and asso-
15 ciated facilities to convey 850 cubic-feet per sec-
16 ond; and

17 (B) enlarged the Dodson South Canal and
18 headworks at the upstream end of Dodson
19 South Canal to divert and convey 700 cubic-feet
20 per second; or

21 (2) the Secretary—

22 (A) has expended all of the available fund-
23 ing provided pursuant to section 114(a)(1)(D)
24 to rehabilitate the St. Mary Canal and enlarge
25 the Dodson South Canal; and

1 (B) despite diligent efforts, could not com-
2 plete the activities described in subsection (a).

3 (d) NONREIMBURSABILITY OF COSTS.—The costs to
4 the Secretary of carrying out this section shall be nonreim-
5 bursable.

6 **SEC. 109. FORT BELKNAP INDIAN IRRIGATION PROJECT**
7 **SYSTEM.**

8 (a) IN GENERAL.—Subject to the availability of ap-
9 propriations, the Secretary shall rehabilitate, modernize,
10 and expand the Fort Belknap Indian Irrigation Project,
11 as generally described in the document of Natural Re-
12 sources Consulting Engineers, Inc., entitled “Fort
13 Belknap Indian Community Comprehensive Water Devel-
14 opment Plan” and dated February 2019, which shall in-
15 clude—

16 (1) planning, studies, and designing of the ex-
17 isting and expanded Milk River unit, including the
18 irrigation system, Pumping Plant, delivery pipe and
19 canal, Fort Belknap Dam and Reservoir, and Peo-
20 ples Creek Flood Protection Project;

21 (2) the rehabilitation, modernization, and con-
22 struction of the existing Milk River unit; and

23 (3) construction of the expanded Milk River
24 unit, including the irrigation system, Pumping
25 Plant, delivery pipe and canal, Fort Belknap Dam

1 and Reservoir, and Peoples Creek Flood Protection
2 Project.

3 (b) LEAD AGENCY.—The Bureau of Indian Affairs,
4 in coordination with the Bureau of Reclamation, shall
5 serve as the lead agency with respect to any activities car-
6 ried out under this section.

7 (c) CONSULTATION WITH THE FORT BELKNAP IN-
8 DIAN COMMUNITY.—The Secretary shall consult with the
9 Fort Belknap Indian Community on appropriate changes
10 to the final design and costs of any activity under this
11 section.

12 (d) FUNDING.—The total amount of obligations in-
13 curred by the Secretary in carrying out this section, prior
14 to any adjustment provided for in section 114(b), shall not
15 exceed \$415,832,153.

16 (e) NONREIMBURSABILITY OF COSTS.—All costs in-
17 curred by the Secretary in carrying out this section shall
18 be nonreimbursable.

19 (f) ADMINISTRATION.—The Secretary and the Fort
20 Belknap Indian Community shall negotiate the cost of any
21 oversight activity carried out by the Bureau of Indian Af-
22 fairs or the Bureau of Reclamation under any agreement
23 entered into under subsection (j), subject to the condition
24 that the total cost for the oversight shall not exceed 3 per-
25 cent of the total project costs for each project.

1 (g) PROJECT MANAGEMENT COMMITTEE.—Not later
2 than 1 year after the date of enactment of this Act, the
3 Secretary shall facilitate the formation of a project man-
4 agement committee composed of representatives of the
5 Bureau of Indian Affairs, the Bureau of Reclamation, and
6 the Fort Belknap Indian Community—

7 (1) to review and make recommendations relat-
8 ing to cost factors, budgets, and implementing the
9 activities for rehabilitating, modernizing, and ex-
10 panding the Fort Belknap Indian Irrigation Project;
11 and

12 (2) to improve management of inherently gov-
13 ernmental activities through enhanced communica-
14 tion.

15 (h) PROJECT EFFICIENCIES.—If the total cost of
16 planning, studies, design, rehabilitation, modernization,
17 and construction activities relating to the projects de-
18 scribed in subsection (a) results in cost savings and is less
19 than the amounts authorized to be obligated, the Sec-
20 retary, at the request of the Fort Belknap Indian Commu-
21 nity, shall deposit those savings in the Fort Belknap In-
22 dian Community Water Resources and Water Rights Ad-
23 ministration, Operation, and Maintenance Account estab-
24 lished under section 112(b)(2).

1 (i) TREATMENT.—Any activities carried out pursuant
2 to this section that result in improvements, additions, or
3 modifications to the Fort Belknap Indian Irrigation
4 Project shall—

5 (1) become a part of the Fort Belknap Indian
6 Irrigation Project; and

7 (2) be recorded in the inventory of the Sec-
8 retary relating to the Fort Belknap Indian Irrigation
9 Project.

10 (j) APPLICABILITY OF ISDEAA.—At the request of
11 the Fort Belknap Indian Community, and in accordance
12 with the Indian Self-Determination and Education Assist-
13 ance Act (25 U.S.C. 5301 et seq.), the Secretary shall
14 enter into agreements with the Fort Belknap Indian Com-
15 munity to carry out all or a portion of this section.

16 (k) EFFECT.—Nothing in this section—

17 (1) alters any applicable law under which the
18 Bureau of Indian Affairs collects assessments or car-
19 ries out the operations and maintenance of the Fort
20 Belknap Indian Irrigation Project; or

21 (2) impacts the availability of amounts under
22 section 114.

23 (l) SATISFACTION OF FORT BELKNAP INDIAN IRRI-
24 GATION PROJECT SYSTEM REQUIREMENT.—The obliga-

1 tions of the Secretary under subsection (a) shall be
2 deemed satisfied if the Secretary—

3 (1) has rehabilitated, modernized, and expanded
4 the Fort Belknap Indian Irrigation Project in ac-
5 cordance with subsection (a); or

6 (2)(A) has expended all of the available funding
7 provided pursuant to paragraphs (1)(C) and
8 (2)(A)(iv) of section 114(a); and

9 (B) despite diligent efforts, could not complete
10 the activities described in subsection (a).

11 **SEC. 110. SATISFACTION OF CLAIMS.**

12 (a) IN GENERAL.—The benefits provided under this
13 title shall be in complete replacement of, complete substi-
14 tution for, and full satisfaction of any claim of the Fort
15 Belknap Indian Community against the United States
16 that is waived and released by the Fort Belknap Indian
17 Community under section 111(a).

18 (b) ALLOTTEES.—The benefits realized by the
19 allottees under this title shall be in complete replacement
20 of, complete substitution for, and full satisfaction of—

21 (1) all claims waived and released by the United
22 States (acting as trustee for the allottees) under sec-
23 tion 111(a)(2); and

24 (2) any claims of the allottees against the
25 United States similar to the claims described in sec-

1 tion 111(a)(2) that the allottee asserted or could
2 have asserted.

3 **SEC. 111. WAIVERS AND RELEASES OF CLAIMS.**

4 (a) IN GENERAL.—

5 (1) WAIVER AND RELEASE OF CLAIMS BY THE
6 FORT BELKNAP INDIAN COMMUNITY AND UNITED
7 STATES AS TRUSTEE FOR THE FORT BELKNAP IN-
8 DIAN COMMUNITY.—Subject to the reservation of
9 rights and retention of claims under subsection (d),
10 as consideration for recognition of the Tribal water
11 rights and other benefits described in the Compact
12 and this title, the Fort Belknap Indian Community,
13 acting on behalf of the Fort Belknap Indian Com-
14 munity and members of the Fort Belknap Indian
15 Community (but not any member of the Fort
16 Belknap Indian Community as an allottee), and the
17 United States, acting as trustee for the Fort
18 Belknap Indian Community and the members of the
19 Fort Belknap Indian Community (but not any mem-
20 ber of the Fort Belknap Indian Community as an al-
21 lottee), shall execute a waiver and release of all
22 claims for water rights within the State that the
23 Fort Belknap Indian Community, or the United
24 States acting as trustee for the Fort Belknap Indian
25 Community, asserted or could have asserted in any

1 proceeding, including a State stream adjudication,
2 on or before the enforceability date, except to the ex-
3 tent that such rights are recognized in the Compact
4 and this title.

5 (2) WAIVER AND RELEASE OF CLAIMS BY THE
6 UNITED STATES AS TRUSTEE FOR ALLOTTEES.—
7 Subject to the reservation of rights and the retention
8 of claims under subsection (d), as consideration for
9 recognition of the Tribal water rights and other ben-
10 efits described in the Compact and this title, the
11 United States, acting as trustee for the allottees,
12 shall execute a waiver and release of all claims for
13 water rights within the Reservation that the United
14 States, acting as trustee for the allottees, asserted or
15 could have asserted in any proceeding, including a
16 State stream adjudication, on or before the enforce-
17 ability date, except to the extent that such rights are
18 recognized in the Compact and this title.

19 (3) WAIVER AND RELEASE OF CLAIMS BY THE
20 FORT BELKNAP INDIAN COMMUNITY AGAINST THE
21 UNITED STATES.—Subject to the reservation of
22 rights and retention of claims under subsection (d),
23 the Fort Belknap Indian Community, acting on be-
24 half of the Fort Belknap Indian Community and
25 members of the Fort Belknap Indian Community

1 (but not any member of the Fort Belknap Indian
2 Community as an allottee), shall execute a waiver
3 and release of all claims against the United States
4 (including any agency or employee of the United
5 States)—

6 (A) first arising before the enforceability
7 date relating to—

8 (i) water rights within the State that
9 the United States, acting as trustee for the
10 Fort Belknap Indian Community, asserted
11 or could have asserted in any proceeding,
12 including a general stream adjudication in
13 the State, except to the extent that such
14 rights are recognized as Tribal water
15 rights under this title;

16 (ii) foregone benefits from nontribal
17 use of water, on and off the Reservation
18 (including water from all sources and for
19 all uses);

20 (iii) damage, loss, or injury to water,
21 water rights, land, or natural resources
22 due to loss of water or water rights, in-
23 cluding damages, losses, or injuries to
24 hunting, fishing, gathering, or cultural
25 rights due to loss of water or water rights,

1 claims relating to interference with, diver-
2 sion of, or taking of water, or claims relat-
3 ing to a failure to protect, acquire, replace,
4 or develop water, water rights, or water in-
5 frastructure) within the State;

6 (iv) a failure to establish or provide a
7 municipal rural or industrial water delivery
8 system on the Reservation;

9 (v) damage, loss, or injury to water,
10 water rights, land, or natural resources
11 due to construction, operation, and man-
12 agement of the Fort Belknap Indian Irri-
13 gation Project and other Federal land and
14 facilities (including damages, losses, or in-
15 juries to Tribal fisheries, fish habitat, wild-
16 life, and wildlife habitat);

17 (vi) a failure to provide for operation
18 and maintenance, or deferred maintenance,
19 for the Fort Belknap Indian Irrigation
20 Project or any other irrigation system or
21 irrigation project;

22 (vii) the litigation of claims relating to
23 any water rights of the Fort Belknap In-
24 dian Community in the State;

1 (viii) the negotiation, execution, or
2 adoption of the Compact (including appen-
3 dices) and this title;

4 (ix) the taking or acquisition of land
5 or resources of the Fort Belknap Indian
6 Community for the construction or oper-
7 ation of the Fort Belknap Indian Irriga-
8 tion Project or the Milk River Project; and

9 (x) the allocation of water of the Milk
10 River and the St. Mary River (including
11 tributaries) between the United States and
12 Canada pursuant to the International
13 Boundary Waters Treaty of 1909 (36 Stat.
14 2448); and

15 (B) relating to damage, loss, or injury to
16 water, water rights, land, or natural resources
17 due to mining activities in the Little Rockies
18 Mountains prior to the date of trust acquisition,
19 including damages, losses, or injuries to hunt-
20 ing, fishing, gathering, or cultural rights.

21 (b) EFFECTIVENESS.—The waivers and releases
22 under subsection (a) shall take effect on the enforceability
23 date.

24 (c) OBJECTIONS IN MONTANA WATER COURT.—
25 Nothing in this title or the Compact prohibits the Fort

1 Belknap Indian Community, a member of the Fort
2 Belknap Indian Community, an allottee, or the United
3 States in any capacity from objecting to any claim to a
4 water right filed in any general stream adjudication in the
5 Montana Water Court.

6 (d) RESERVATION OF RIGHTS AND RETENTION OF
7 CLAIMS.—Notwithstanding the waivers and releases under
8 subsection (a), the Fort Belknap Indian Community, act-
9 ing on behalf of the Fort Belknap Indian Community and
10 members of the Fort Belknap Indian Community, and the
11 United States, acting as trustee for the Fort Belknap In-
12 dian Community and the allottees shall retain—

13 (1) all claims relating to—

14 (A) the enforcement of water rights recog-
15 nized under the Compact, any final court decree
16 relating to those water rights, or this title or to
17 water rights accruing on or after the enforce-
18 ability date;

19 (B) the quality of water under—

20 (i) CERCLA, including damages to
21 natural resources;

22 (ii) the Safe Drinking Water Act (42
23 U.S.C. 300f et seq.);

24 (iii) the Federal Water Pollution Con-
25 trol Act (33 U.S.C. 1251 et seq.); and

1 (iv) any regulations implementing the
2 Acts described in clauses (i) through (iii);

3 (C) damage, loss, or injury to land or nat-
4 ural resources that are—

5 (i) not due to loss of water or water
6 rights (including hunting, fishing, gath-
7 ering, or cultural rights); and

8 (ii) not described in subsection (a)(3);
9 and

10 (D) an action to prevent any person or
11 party (as defined in sections 29 and 30 of Arti-
12 cle II of the Compact) from interfering with the
13 enjoyment of the Tribal water rights;

14 (2) all claims relating to off-Reservation hunt-
15 ing rights, fishing rights, gathering rights, or other
16 rights;

17 (3) all claims relating to the right to use and
18 protect water rights acquired after the date of enact-
19 ment of this Act;

20 (4) all claims relating to the allocation of
21 waters of the Milk River and the Milk River Project
22 between the Fort Belknap Indian Community and
23 the Blackfeet Tribe, pursuant to section 3705(e)(3)
24 of the Blackfeet Water Rights Settlement Act (Pub-
25 lic Law 114–322; 130 Stat. 1818);

1 (5) all claims relating to the enforcement of this
2 title, including the required transfer of land under
3 section 106; and

4 (6) all rights, remedies, privileges, immunities,
5 and powers not specifically waived and released pur-
6 suant to this title or the Compact.

7 (e) EFFECT OF COMPACT AND ACT.—Nothing in the
8 Compact or this title—

9 (1) affects the authority of the Fort Belknap
10 Indian Community to enforce the laws of the Fort
11 Belknap Indian Community, including with respect
12 to environmental protections;

13 (2) affects the ability of the United States, act-
14 ing as sovereign, to carry out any activity authorized
15 by law, including—

16 (A) the Federal Water Pollution Control
17 Act (33 U.S.C. 1251 et seq.);

18 (B) the Safe Drinking Water Act (42
19 U.S.C. 300f et seq.);

20 (C) CERCLA; and

21 (D) any regulations implementing the Acts
22 described in subparagraphs (A) through (C);

23 (3) affects the ability of the United States to
24 act as trustee for any other Indian Tribe or an allot-
25 tee of any other Indian Tribe;

1 (4) confers jurisdiction on any State court—

2 (A) to interpret Federal law relating to
3 health, safety, or the environment;

4 (B) to determine the duties of the United
5 States or any other party under Federal law re-
6 lating to health, safety, or the environment; or

7 (C) to conduct judicial review of any Fed-
8 eral agency action;

9 (5) waives any claim of a member of the Fort
10 Belknap Indian Community in an individual capacity
11 that does not derive from a right of the Fort
12 Belknap Indian Community;

13 (6) revives any claim adjudicated in the decision
14 in *Gros Ventre Tribe v. United States*, 469 F.3d
15 801 (9th Cir. 2006); or

16 (7) revives any claim released by an allottee or
17 member of the Fort Belknap Indian Community in
18 the settlement in *Cobell v. Salazar*, No.
19 1:96CV01285–JR (D.D.C. 2012).

20 (f) ENFORCEABILITY DATE.—The enforceability date
21 shall be the date on which the Secretary publishes in the
22 Federal Register a statement of findings that—

23 (1) the eligible members of the Fort Belknap
24 Indian Community have voted to approve this title

1 and the Compact by a majority of votes cast on the
2 day of the vote;

3 (2)(A) the Montana Water Court has approved
4 the Compact in a manner from which no further ap-
5 peal may be taken; or

6 (B) if the Montana Water Court is found to
7 lack jurisdiction, the appropriate district court of the
8 United States has approved the Compact as a con-
9 sent decree from which no further appeal may be
10 taken;

11 (3) all of the amounts authorized to be appro-
12 priated under section 114 have been appropriated
13 and deposited in the designated accounts;

14 (4) the Secretary and the Fort Belknap Indian
15 Community have executed the allocation agreement
16 described in section 107(c)(1);

17 (5) the State has provided the required funding
18 into the Fort Belknap Indian Community Tribal Ir-
19 rigation and Other Water Resources Development
20 Account of the Trust Fund pursuant to section
21 114(a)(3); and

22 (6) the waivers and releases under subsection
23 (a) have been executed by the Fort Belknap Indian
24 Community and the Secretary.

25 (g) TOLLING OF CLAIMS.—

1 (1) IN GENERAL.—Each applicable period of
2 limitation and time-based equitable defense relating
3 to a claim described in this section shall be tolled for
4 the period beginning on the date of enactment of
5 this Act and ending on the enforceability date.

6 (2) EFFECT OF SUBSECTION.—Nothing in this
7 subsection revives any claim or tolls any period of
8 limitations or time-based equitable defense that ex-
9 pired before the date of enactment of this Act.

10 (h) EXPIRATION.—

11 (1) IN GENERAL.—This title shall expire in any
12 case in which—

13 (A) the amounts authorized to be appro-
14 priated by this title have not been made avail-
15 able to the Secretary by not later than—

16 (i) January 21, 2035; and

17 (ii) such alternative later date as is
18 agreed to by the Fort Belknap Indian
19 Community and the Secretary; or

20 (B) the Secretary fails to publish a state-
21 ment of findings under subsection (f) by not
22 later than—

23 (i) January 21, 2036; and

24 (ii) such alternative later date as is
25 agreed to by the Fort Belknap Indian

1 Community and the Secretary, after pro-
2 viding reasonable notice to the State.

3 (2) CONSEQUENCES.—If this title expires under
4 paragraph (1)—

5 (A) the waivers and releases under sub-
6 section (a) shall—

7 (i) expire; and

8 (ii) have no further force or effect;

9 (B) the authorization, ratification, con-
10 firmation, and execution of the Compact under
11 section 104 shall no longer be effective;

12 (C) any action carried out by the Sec-
13 retary, and any contract or agreement entered
14 into, pursuant to this title shall be void;

15 (D) any unexpended Federal funds appro-
16 priated or made available to carry out the ac-
17 tivities authorized by this title, together with
18 any interest earned on those funds, and any
19 water rights or contracts to use water and title
20 to other property acquired or constructed with
21 Federal funds appropriated or made available
22 to carry out the activities authorized by this
23 title shall be returned to the Federal Govern-
24 ment, unless otherwise agreed to by the Fort

1 Belknap Indian Community and the United
2 States and approved by Congress; and

3 (E) except for Federal funds used to ac-
4 quire or construct property that is returned to
5 the Federal Government under subparagraph
6 (D), the United States shall be entitled to offset
7 any Federal funds made available to carry out
8 this title that were expended or withdrawn, or
9 any funds made available to carry out this title
10 from other Federal authorized sources, together
11 with any interest accrued on those funds,
12 against any claims against the United States—

13 (i) relating to—

14 (I) water rights in the State as-
15 serted by—

16 (aa) the Fort Belknap In-
17 dian Community; or

18 (bb) any user of the Tribal
19 water rights; or

20 (II) any other matter described
21 in subsection (a)(3); or

22 (ii) in any future settlement of water
23 rights of the Fort Belknap Indian Commu-
24 nity or an allottee.

1 **SEC. 112. AANIIH NAKODA SETTLEMENT TRUST FUND.**

2 (a) ESTABLISHMENT.—The Secretary shall establish
3 a trust fund for the Fort Belknap Indian Community, to
4 be known as the “Aaniiih Nakoda Settlement Trust
5 Fund”, to be managed, invested, and distributed by the
6 Secretary and to remain available until expended, with-
7 drawn, or reverted to the general fund of the Treasury,
8 consisting of the amounts deposited in the Trust Fund
9 under subsection (c), together with any investment earn-
10 ings, including interest, earned on those amounts, for the
11 purpose of carrying out this title.

12 (b) ACCOUNTS.—The Secretary shall establish in the
13 Trust Fund the following accounts:

14 (1) The Fort Belknap Indian Community Trib-
15 al Irrigation and Other Water Resources Develop-
16 ment Account.

17 (2) The Fort Belknap Indian Community
18 Water Resources and Water Rights Administration,
19 Operation, and Maintenance Account.

20 (3) The Fort Belknap Indian Community Clean
21 and Safe Domestic Water and Sewer Systems, and
22 Lake Elwell Project Account.

23 (c) DEPOSITS.—The Secretary shall deposit—

24 (1) in the Fort Belknap Indian Community
25 Tribal Irrigation and Other Water Resources Devel-
26 opment Account established under subsection (b)(1),

1 the amounts made available pursuant to paragraphs
2 (1)(A) and (2)(A)(i) of section 114(a);

3 (2) in the Fort Belknap Indian Community
4 Water Resources and Water Rights Administration,
5 Operation, and Maintenance Account established
6 under subsection (b)(2), the amounts made available
7 pursuant to section 114(a)(2)(A)(ii); and

8 (3) in the Fort Belknap Indian Community
9 Clean and Safe Domestic Water and Sewer Systems,
10 and Lake Elwell Project Account established under
11 subsection (b)(3), the amounts made available pur-
12 suant to paragraphs (1)(B) and (2)(A)(iii) of section
13 114(a).

14 (d) MANAGEMENT AND INTEREST.—

15 (1) MANAGEMENT.—On receipt and deposit of
16 the funds into the accounts in the Trust Fund pur-
17 suant to subsection (c), the Secretary shall manage,
18 invest, and distribute all amounts in the Trust Fund
19 in accordance with the investment authority of the
20 Secretary under—

21 (A) the first section of the Act of June 24,
22 1938 (25 U.S.C. 162a);

23 (B) the American Indian Trust Fund Man-
24 agement Reform Act of 1994 (25 U.S.C. 4001
25 et seq.); and

1 (C) this section.

2 (2) INVESTMENT EARNINGS.—In addition to
3 the amounts deposited under subsection (c), any in-
4 vestment earnings, including interest, credited to
5 amounts held in the Trust Fund shall be available
6 for use in accordance with subsections (e) and (g).

7 (e) AVAILABILITY OF AMOUNTS.—

8 (1) IN GENERAL.—Amounts appropriated to,
9 and deposited in, the Trust Fund, including any in-
10 vestment earnings, including interest, earned on
11 those amounts shall be made available—

12 (A) to the Fort Belknap Indian Commu-
13 nity by the Secretary beginning on the enforce-
14 ability date; and

15 (B) subject to the uses and restrictions in
16 this section.

17 (2) EXCEPTIONS.—Notwithstanding paragraph
18 (1)—

19 (A) amounts deposited in the Fort Belknap
20 Indian Community Tribal Irrigation and Other
21 Water Resources Development Account estab-
22 lished under subsection (b)(1) shall be available
23 to the Fort Belknap Indian Community on the
24 date on which the amounts are deposited for

1 uses described in subparagraphs (A) and (B) of
2 subsection (g)(1);

3 (B) amounts deposited in the Fort
4 Belknap Indian Community Water Resources
5 and Water Rights Administration, Operation,
6 and Maintenance Account established under
7 subsection (b)(2) shall be made available to the
8 Fort Belknap Indian Community on the date on
9 which the amounts are deposited and the Fort
10 Belknap Indian Community has satisfied the re-
11 quirements of section 111(f)(1), for the uses de-
12 scribed in subsection (g)(2)(A); and

13 (C) amounts deposited in the Fort Belknap
14 Indian Community Clean and Safe Domestic
15 Water and Sewer Systems, and Lake Elwell
16 Project Account established under subsection
17 (b)(3) shall be available to the Fort Belknap In-
18 dian Community on the date on which the
19 amounts are deposited for the uses described in
20 subsection (g)(3)(A).

21 (f) WITHDRAWALS.—

22 (1) AMERICAN INDIAN TRUST FUND MANAGE-
23 MENT REFORM ACT OF 1994.—

24 (A) IN GENERAL.—The Fort Belknap In-
25 dian Community may withdraw any portion of

1 the funds in the Trust Fund on approval by the
2 Secretary of a Tribal management plan sub-
3 mitted by the Fort Belknap Indian Community
4 in accordance with the American Indian Trust
5 Fund Management Reform Act of 1994 (25
6 U.S.C. 4001 et seq.).

7 (B) REQUIREMENTS.—In addition to the
8 requirements under the American Indian Trust
9 Fund Management Reform Act of 1994 (25
10 U.S.C. 4001 et seq.), the Tribal management
11 plan under this paragraph shall require that the
12 Fort Belknap Indian Community spend all
13 amounts withdrawn from the Trust Fund, and
14 any investment earnings accrued through the
15 investments under the Tribal management plan,
16 in accordance with this title.

17 (C) ENFORCEMENT.—The Secretary may
18 carry out such judicial and administrative ac-
19 tions as the Secretary determines to be nec-
20 essary—

21 (i) to enforce the Tribal management
22 plan; and

23 (ii) to ensure that amounts withdrawn
24 from the Trust Fund by the Fort Belknap

1 Indian Community under this paragraph
2 are used in accordance with this title.

3 (2) WITHDRAWALS UNDER EXPENDITURE
4 PLAN.—

5 (A) IN GENERAL.—The Fort Belknap In-
6 dian Community may submit to the Secretary a
7 request to withdraw funds from the Trust Fund
8 pursuant to an approved expenditure plan.

9 (B) REQUIREMENTS.—To be eligible to
10 withdraw funds under an expenditure plan
11 under this paragraph, the Fort Belknap Indian
12 Community shall submit to the Secretary for
13 approval an expenditure plan for any portion of
14 the Trust Fund that the Fort Belknap Indian
15 Community elects to withdraw pursuant to this
16 paragraph, subject to the condition that the
17 funds shall be used for the purposes described
18 in this title.

19 (C) INCLUSIONS.—An expenditure plan
20 under this paragraph shall include a description
21 of the manner and purpose for which the
22 amounts proposed to be withdrawn from the
23 Trust Fund will be used by the Fort Belknap
24 Indian Community in accordance with sub-
25 sections (e) and (g).

1 (D) APPROVAL.—On receipt of an expendi-
2 ture plan under this paragraph, the Secretary
3 shall approve the expenditure plan if the Sec-
4 retary determines that the expenditure plan—

5 (i) is reasonable; and

6 (ii) is consistent with, and will be used
7 for, the purposes of this title.

8 (E) ENFORCEMENT.—The Secretary may
9 carry out such judicial and administrative ac-
10 tions as the Secretary determines to be nec-
11 essary to enforce an expenditure plan under
12 this paragraph to ensure that amounts dis-
13 bursed under this paragraph are used in ac-
14 cordance with this title.

15 (g) USES.—Amounts from the Trust Fund shall be
16 used by the Fort Belknap Indian Community for the fol-
17 lowing purposes:

18 (1) FORT BELKNAP INDIAN COMMUNITY TRIBAL
19 IRRIGATION AND OTHER WATER RESOURCES DEVEL-
20 OPMENT ACCOUNT.—Amounts in the Fort Belknap
21 Indian Community Tribal Irrigation and Other
22 Water Resources Development Account established
23 under subsection (b)(1) shall be used to pay the cost
24 of activities relating to—

1 (A) planning, studies, and design of the
2 Southern Tributary Irrigation Project and the
3 Peoples Creek Irrigation Project, including the
4 Upper Peoples Creek Dam and Reservoir, as
5 generally described in the document of Natural
6 Resources Consulting Engineers, Inc., entitled
7 “Fort Belknap Indian Community Comprehen-
8 sive Water Development Plan” and dated Feb-
9 ruary 2019;

10 (B) environmental compliance;

11 (C) construction of the Southern Tributary
12 Irrigation Project and the Peoples Creek Irriga-
13 tion Project, including the Upper Peoples Creek
14 Dam and Reservoir;

15 (D) wetlands restoration and development;

16 (E) stock watering infrastructure; and

17 (F) on farm development support and re-
18 acquisition of fee lands within the Fort Belknap
19 Indian Irrigation Project and Fort Belknap In-
20 dian Community irrigation projects within the
21 Reservation.

22 (2) FORT BELKNAP INDIAN COMMUNITY WATER
23 RESOURCES AND WATER RIGHTS ADMINISTRATION,
24 OPERATION, AND MAINTENANCE ACCOUNT.—
25 Amounts in the Fort Belknap Indian Community

1 Water Resources and Water Rights Administration,
2 Operation, and Maintenance Account established
3 under subsection (b)(2), the principal and invest-
4 ment earnings, including interest, may only be used
5 by the Fort Belknap Indian Community to pay the
6 costs of activities described in subparagraphs (A)
7 through (C) as follows:

8 (A) \$9,000,000 shall be used for the estab-
9 lishment, operation, and capital expenditures in
10 connection with the administration of the Tribal
11 water resources and water rights development,
12 including the development or enactment of a
13 Tribal water code.

14 (B) Only investment earnings, including
15 interest, on \$29,299,059 shall be used and be
16 available to pay the costs of activities for ad-
17 ministration, operations, and regulation of the
18 Tribal water resources and water rights depart-
19 ment, in accordance with the Compact and this
20 title.

21 (C) Only investment earnings, including in-
22 terest, on \$28,331,693 shall be used and be
23 available to pay the costs of activities relating
24 to a portion of the annual assessment costs for
25 the Fort Belknap Indian Community and Tribal

1 members, including allottees, under the Fort
2 Belknap Indian Irrigation Project and Fort
3 Belknap Indian Community irrigation projects
4 within the Reservation.

5 (3) FORT BELKNAP INDIAN COMMUNITY CLEAN
6 AND SAFE DOMESTIC WATER AND SEWER SYSTEMS,
7 AND LAKE ELWELL PROJECT ACCOUNT.—Amounts
8 in the Fort Belknap Indian Community Clean and
9 Safe Domestic Water and Sewer Systems, and Lake
10 Elwell Project Account established under subsection
11 (b)(3), the principal and investment earnings, in-
12 cluding interest, may only be used by the Fort
13 Belknap Indian Community to pay the costs of ac-
14 tivities relating to—

15 (A) planning, studies, design, and environ-
16 mental compliance of domestic water supply,
17 and sewer collection and treatment systems, as
18 generally described in the document of Natural
19 Resources Consulting Engineers, Inc., entitled
20 “Fort Belknap Indian Community Comprehen-
21 sive Water Development Plan” and dated Feb-
22 ruary 2019, including the Lake Elwell Project
23 water delivery to the southern part of the Res-
24 ervation;

1 (B) construction of domestic water supply,
2 sewer collection, and treatment systems;

3 (C) construction, in accordance with appli-
4 cable law, of infrastructure for delivery of Lake
5 Elwell water diverted from the Missouri River
6 to the southern part of the Reservation; and

7 (D) planning, studies, design, environ-
8 mental compliance, and construction of a Tribal
9 wellness center for a work force health and
10 well-being project.

11 (h) LIABILITY.—The Secretary shall not be liable for
12 any expenditure or investment of amounts withdrawn from
13 the Trust Fund by the Fort Belknap Indian Community
14 pursuant to subsection (f).

15 (i) PROJECT EFFICIENCIES.—If the total cost of the
16 activities described in subsection (g) results in cost savings
17 and is less than the amounts authorized to be obligated
18 under any of paragraphs (1) through (3) of that sub-
19 section required to carry out those activities, the Sec-
20 retary, at the request of the Fort Belknap Indian Commu-
21 nity, shall deposit those savings in the Trust Fund to be
22 used in accordance with that subsection.

23 (j) ANNUAL REPORT.—The Fort Belknap Indian
24 Community shall submit to the Secretary an annual ex-
25 penditure report describing accomplishments and amounts

1 spent from use of withdrawals under a Tribal management
2 plan or an expenditure plan described in this section.

3 (k) NO PER CAPITA PAYMENTS.—No principal or in-
4 terest amount in any account established by this section
5 shall be distributed to any member of the Fort Belknap
6 Indian Community on a per capita basis.

7 (l) EFFECT.—Nothing in this title entitles the Fort
8 Belknap Indian Community to judicial review of a deter-
9 mination of the Secretary regarding whether to approve
10 a Tribal management plan under subsection (f)(1) or an
11 expenditure plan under subsection (f)(2), except as pro-
12 vided under subchapter II of chapter 5, and chapter 7,
13 of title 5, United States Code (commonly known as the
14 “Administrative Procedure Act”).

15 **SEC. 113. FORT BELKNAP INDIAN COMMUNITY WATER SET-**
16 **TLEMENT IMPLEMENTATION FUND.**

17 (a) ESTABLISHMENT.—There is established in the
18 Treasury of the United States a non-trust, interest-bear-
19 ing account to be known as the “Fort Belknap Indian
20 Community Water Settlement Implementation Fund”, to
21 be managed and distributed by the Secretary, for use by
22 the Secretary for carrying out this title.

23 (b) ACCOUNTS.—The Secretary shall establish in the
24 Implementation Fund the following accounts:

1 (1) The Fort Belknap Indian Irrigation Project
2 System Account.

3 (2) The Milk River Project Mitigation Account.

4 (c) DEPOSITS.—The Secretary shall deposit—

5 (1) in the Fort Belknap Indian Irrigation
6 Project System Account established under subsection
7 (b)(1), the amount made available pursuant to para-
8 graphs (1)(C) and (2)(A)(iv) of section 114(a); and

9 (2) in the Milk River Project Mitigation Ac-
10 count established under subsection (b)(2), the
11 amount made available pursuant to section
12 114(a)(1)(D).

13 (d) USES.—

14 (1) FORT BELKNAP INDIAN IRRIGATION
15 PROJECT SYSTEM ACCOUNT.—The Fort Belknap In-
16 dian Irrigation Project Rehabilitation Account estab-
17 lished under subsection (b)(1) shall be used to carry
18 out section 109, except as provided in subsection (h)
19 of that section.

20 (2) MILK RIVER PROJECT MITIGATION AC-
21 COUNT.—The Milk River Project Mitigation Account
22 established under subsection (b)(2) may only be used
23 to carry out section 108.

24 (e) MANAGEMENT.—

1 (1) IN GENERAL.—Amounts in the Implementa-
2 tion Fund shall not be available to the Secretary for
3 expenditure until the enforceability date.

4 (2) EXCEPTION.—Notwithstanding paragraph
5 (1), amounts deposited in the Fort Belknap Indian
6 Irrigation Project System Account established under
7 subsection (b)(1) shall be available to the Secretary
8 on the date on which the amounts are deposited for
9 uses described in paragraphs (1) and (2) of section
10 109(a).

11 (f) INTEREST.—In addition to the deposits under
12 subsection (c), any interest credited to amounts unex-
13 pended in the Implementation Fund are authorized to be
14 appropriated to be used in accordance with the uses de-
15 scribed in subsection (d).

16 **SEC. 114. FUNDING.**

17 (a) FUNDING.—

18 (1) AUTHORIZATION OF APPROPRIATIONS.—
19 Subject to subsection (b), there are authorized to be
20 appropriated to the Secretary—

21 (A) for deposit in the Fort Belknap Indian
22 Community Tribal Irrigation and Other Water
23 Resources Development Account of the Trust
24 Fund established under section 112(b)(1),
25 \$89,643,100, to be retained until expended,

1 withdrawn, or reverted to the general fund of
2 the Treasury;

3 (B) for deposit in the Fort Belknap Indian
4 Community Clean and Safe Domestic Water
5 and Sewer Systems, and Lake Elwell Project
6 Account of the Trust Fund established under
7 section 112(b)(3), \$331,885,220, to be retained
8 until expended, withdrawn, or reverted to the
9 general fund of the Treasury;

10 (C) for deposit in the Fort Belknap Indian
11 Irrigation Project System Account of the Imple-
12 mentation Fund established under section
13 113(b)(1), such sums as are necessary, but not
14 more than \$187,124,469, for the Secretary to
15 carry out section 109, to be retained until ex-
16 pended, withdrawn, or reverted to the general
17 fund of the Treasury; and

18 (D) for deposit in the Milk River Project
19 Mitigation Account of the Implementation Fund
20 established under section 113(b)(2), such sums
21 as are necessary, but not more than
22 \$300,000,000, for the Secretary to carry out
23 obligations of the Secretary under section 108,
24 to be retained until expended, withdrawn, or re-
25 verted to the general fund of the Treasury.

(2) MANDATORY APPROPRIATIONS.—

(A) IN GENERAL.—Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall deposit—

(i) in the Fort Belknap Indian Community Tribal Irrigation and Other Water Resources Development Account of the Trust Fund established under section 112(b)(1), \$29,881,034, to be retained until expended, withdrawn, or reverted to the general fund of the Treasury;

(ii) in the Fort Belknap Indian Community Water Resources and Water Rights Administration, Operation, and Maintenance Account of the Trust Fund established under section 112(b)(2), \$66,630,752;

(iii) in the Fort Belknap Indian Community Clean and Safe Domestic Water and Sewer Systems, and Lake Elwell Project Account of the Trust Fund established under section 112(b)(3), \$110,628,407; and

(iv) in the Fort Belknap Indian Irrigation Project System Account of the Im-

1 plementation Fund established under sec-
2 tion 113(b)(1), \$228,707,684.

3 (B) AVAILABILITY.—Amounts deposited in
4 the accounts under subparagraph (A) shall be
5 available without further appropriation.

6 (3) STATE COST SHARE.—The State shall con-
7 tribute \$5,000,000, plus any earned interest, pay-
8 able to the Secretary for deposit in the Fort Belknap
9 Indian Community Tribal Irrigation and Other
10 Water Resources Development Account of the Trust
11 Fund established under section 112(b)(1) on ap-
12 proval of a final decree by the Montana Water Court
13 for the purpose of activities relating to the Upper
14 Peoples Creek Dam and Reservoir under subpara-
15 graphs (A) through (C) of section 112(g)(1).

16 (b) FLUCTUATION IN COSTS.—

17 (1) IN GENERAL.—The amounts authorized to
18 be appropriated under paragraphs (1) and (2) of
19 subsection (a) and this subsection shall be—

20 (A) increased or decreased, as appropriate,
21 by such amounts as may be justified by reason
22 of ordinary fluctuations in costs occurring after
23 the date of enactment of this Act as indicated
24 by the Bureau of Reclamation Construction
25 Cost Index—Composite Trend; and

1 (B) adjusted to address construction cost
 2 changes necessary to account for unforeseen
 3 market volatility that may not otherwise be cap-
 4 tured by engineering cost indices as determined
 5 by the Secretary, including repricing applicable
 6 to the types of construction and current indus-
 7 try standards involved.

8 (2) REPETITION.—The adjustment process
 9 under paragraph (1) shall be repeated for each sub-
 10 sequent amount appropriated until the amount au-
 11 thorized to be appropriated under subsection (a), as
 12 adjusted, has been appropriated.

13 (3) PERIOD OF INDEXING.—

14 (A) TRUST FUND.—With respect to the
 15 Trust Fund, the period of indexing adjustment
 16 under paragraph (1) for any increment of fund-
 17 ing shall end on the date on which the funds
 18 are deposited into the Trust Fund.

19 (B) IMPLEMENTATION FUND.—With re-
 20 spect to the Implementation Fund, the period
 21 of adjustment under paragraph (1) for any in-
 22 crement of funding shall be annually.

23 **SEC. 115. MISCELLANEOUS PROVISIONS.**

24 (a) WAIVER OF SOVEREIGN IMMUNITY BY THE
 25 UNITED STATES.—Except as provided in subsections (a)

1 through (c) of section 208 of the Department of Justice
2 Appropriation Act, 1953 (43 U.S.C. 666), nothing in this
3 title waives the sovereign immunity of the United States.

4 (b) OTHER TRIBES NOT ADVERSELY AFFECTED.—
5 Nothing in this title quantifies or diminishes any land or
6 water right, or any claim or entitlement to land or water,
7 of an Indian Tribe, band, or community other than the
8 Fort Belknap Indian Community.

9 (c) ELIMINATION OF DEBTS OR LIENS AGAINST AL-
10 LOTMENTS OF THE FORT BELKNAP INDIAN COMMUNITY
11 MEMBERS WITHIN THE FORT BELKNAP INDIAN IRRIGA-
12 TION PROJECT.—On the date of enactment of this Act,
13 the Secretary shall cancel and eliminate all debts or liens
14 against the allotments of land held by the Fort Belknap
15 Indian Community and the members of the Fort Belknap
16 Indian Community due to construction assessments and
17 annual operation and maintenance charges relating to the
18 Fort Belknap Indian Irrigation Project.

19 (d) EFFECT ON CURRENT LAW.—Nothing in this
20 title affects any provision of law (including regulations)
21 in effect on the day before the date of enactment of this
22 Act with respect to pre-enforcement review of any Federal
23 environmental enforcement action.

24 (e) EFFECT ON RECLAMATION LAWS.—The activities
25 carried out by the Commissioner under this title shall not

1 establish a precedent or impact the authority provided
2 under any other provision of the reclamation laws, includ-
3 ing—

4 (1) the Reclamation Rural Water Supply Act of
5 2006 (43 U.S.C. 2401 et seq.); and

6 (2) the Omnibus Public Land Management Act
7 of 2009 (Public Law 111–11; 123 Stat. 991).

8 (f) ADDITIONAL FUNDING.—Nothing in this title
9 prohibits the Fort Belknap Indian Community from seek-
10 ing—

11 (1) additional funds for Tribal programs or
12 purposes; or

13 (2) funding from the United States or the State
14 based on the status of the Fort Belknap Indian
15 Community as an Indian Tribe.

16 (g) RIGHTS UNDER STATE LAW.—Except as pro-
17 vided in section 1 of Article III of the Compact (relating
18 to the closing of certain water basins in the State to new
19 appropriations in accordance with the laws of the State),
20 nothing in this title or the Compact precludes the acquisi-
21 tion or exercise of a right arising under State law (as de-
22 fined in section 6 of Article II of the Compact) to the use
23 of water by the Fort Belknap Indian Community, or a
24 member or allottee of the Fort Belknap Indian Commu-
25 nity, outside the Reservation by—

1 (1) purchase of the right; or

2 (2) submitting to the State an application in
3 accordance with State law.

4 (h) WATER STORAGE AND IMPORTATION.—Nothing
5 in this title or the Compact prevents the Fort Belknap
6 Indian Community from participating in any project to
7 import water to, or to add storage in, the Milk River
8 Basin.

9 **SEC. 116. ANTIDEFICIENCY.**

10 The United States shall not be liable for any failure
11 to carry out any obligation or activity authorized by this
12 title, including any obligation or activity under the Com-
13 pact, if—

14 (1) adequate appropriations are not provided by
15 Congress expressly to carry out the purposes of this
16 title; or

17 (2) there are not enough funds available in the
18 Reclamation Water Settlements Fund established by
19 section 10501(a) of the Omnibus Public Land Man-
20 agement Act of 2009 (43 U.S.C. 407(a)) to carry
21 out the purposes of this title.

1 **TITLE II—BLACKFEET TRIBE**
2 **WASTEWATER FACILITIES**

3 **SEC. 201. BLACKFEET TRIBE WASTEWATER FACILITIES.**

4 There is authorized to be appropriated to the Sec-
5 retary of the Interior \$250,000,000 to plan, design, con-
6 struct, operate, maintain, and replace community water
7 distribution and wastewater treatment facilities for the
8 Blackfeet Tribe of the Blackfeet Indian Reservation of
9 Montana.

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