

111TH CONGRESS
1ST SESSION

H. R. 376

To authorize the Secretary of the Interior to convey to the McGee Creek Authority certain facilities of the McGee Creek Project, Oklahoma, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

JANUARY 9, 2009

Ms. FALLIN (for herself and Mr. BOREN) introduced the following bill; which was referred to the Committee on Natural Resources

A BILL

To authorize the Secretary of the Interior to convey to the McGee Creek Authority certain facilities of the McGee Creek Project, Oklahoma, and for other purposes.

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

3 **SECTION 1. SHORT TITLE.**

4 This act may be cited as the “McGee Creek Project
5 Pipeline and Associated Facilities Conveyance Act”.

6 **SEC. 2. DEFINITIONS.**

7 In this Act:

8 (1) AGREEMENT.—The term “Agreement”
9 means the agreement numbered 06–AG–60–2115

1 and entitled “Agreement Between the United States
2 of America and McGee Creek Authority for the Pur-
3 pose of Defining Responsibilities Related to and Im-
4 plementing the Title Transfer of Certain Facilities
5 at the McGee Creek Project, Oklahoma”.

6 (2) AUTHORITY.—The term “Authority” means
7 the McGee Creek Authority located in Oklahoma
8 City, Oklahoma.

9 (3) SECRETARY.—The term “Secretary” means
10 the Secretary of the Interior.

11 **SEC. 3. CONVEYANCE OF MCGEE CREEK PROJECT PIPE-**
12 **LINE AND ASSOCIATED FACILITIES.**

13 (a) AUTHORITY TO CONVEY.—

14 (1) IN GENERAL.—In accordance with all appli-
15 cable laws and consistent with any terms and condi-
16 tions provided in the Agreement, the Secretary may
17 convey to the Authority all right, title, and interest
18 of the United States in and to the pipeline and any
19 associated facilities described in the Agreement, in-
20 cluding—

21 (A) the pumping plant;

22 (B) the raw water pipeline from the McGee
23 Creek pumping plant to the rate of flow control
24 station at Lake Atoka;

25 (C) the surge tank;

1 (D) the regulating tank;

2 (E) the McGee Creek operation and main-
3 tenance complex, maintenance shop, and pole
4 barn; and

5 (F) any other appurtenances, easements,
6 and fee title land associated with the facilities
7 described in subparagraphs (A) through (E), in
8 accordance with the Agreement.

9 (2) EXCLUSION OF MINERAL ESTATE FROM
10 CONVEYANCE.—

11 (A) IN GENERAL.—The mineral estate
12 shall be excluded from the conveyance of any
13 land or facilities under paragraph (1).

14 (B) MANAGEMENT.—Any mineral interests
15 retained by the United States under this Act
16 shall be managed—

17 (i) consistent with Federal law; and

18 (ii) in a manner that would not inter-
19 fere with the purposes for which the
20 McGee Creek Project was authorized.

21 (3) COMPLIANCE WITH AGREEMENT; APPLICA-
22 BLE LAW.—

23 (A) AGREEMENT.—All parties to the con-
24 veyance under paragraph (1) shall comply with

1 the terms and conditions of the Agreement, to
2 the extent consistent with this Act.

3 (B) APPLICABLE LAW.—Before any con-
4 veyance under paragraph (1), the Secretary
5 shall complete any actions required under—

6 (i) the National Environmental Policy
7 Act of 1969 (42 U.S.C. 4321 et seq.);

8 (ii) the Endangered Species Act of
9 1973 (16 U.S.C. 1531 et seq.);

10 (iii) the National Historic Preserva-
11 tion Act (16 U.S.C. 470 et seq.); and

12 (iv) any other applicable laws.

13 (b) OPERATION OF TRANSFERRED FACILITIES.—

14 (1) IN GENERAL.—On the conveyance of the
15 land and facilities under subsection (a)(1), the Au-
16 thority shall comply with all applicable Federal,
17 State, and local laws (including regulations) in the
18 operation of any transferred facilities.

19 (2) OPERATION AND MAINTENANCE COSTS.—

20 (A) IN GENERAL.—After the conveyance of
21 the land and facilities under subsection (a)(1)
22 and consistent with the Agreement, the Author-
23 ity shall be responsible for all duties and costs
24 associated with the operation, replacement,

1 maintenance, enhancement, and betterment of
2 the transferred land and facilities.

3 (B) LIMITATION ON FUNDING.—The Au-
4 thority shall not be eligible to receive any Fed-
5 eral funding to assist in the operation, replace-
6 ment, maintenance, enhancement, and better-
7 ment of the transferred land and facilities, ex-
8 cept for funding that would be available to any
9 comparable entity that is not subject to rec-
10 lamation laws.

11 (c) RELEASE FROM LIABILITY.—

12 (1) IN GENERAL.—Effective beginning on the
13 date of the conveyance of the land and facilities
14 under subsection (a)(1), the United States shall not
15 be liable for damages of any kind arising out of any
16 act, omission, or occurrence relating to any land or
17 facilities conveyed, except for damages caused by
18 acts of negligence committed by the United States
19 (including any employee or agent of the United
20 States) before the date of the conveyance.

21 (2) NO ADDITIONAL LIABILITY.—Nothing in
22 this subsection adds to any liability that the United
23 States may have under chapter 171 of title 28,
24 United States Code.

25 (d) CONTRACTUAL OBLIGATIONS.—

1 (1) IN GENERAL.—Except as provided in para-
2 graph (2), any rights and obligations under the con-
3 tract numbered 0–07–50–X0822 and dated October
4 11, 1979, between the Authority and the United
5 States for the construction, operation, and mainte-
6 nance of the McGee Creek Project, shall remain in
7 full force and effect.

8 (2) AMENDMENTS.—With the consent of the
9 Authority, the Secretary may amend the contract de-
10 scribed in paragraph (1) to reflect the conveyance of
11 the land and facilities under subsection (a)(1).

12 (e) APPLICABILITY OF THE RECLAMATION LAWS.—
13 Notwithstanding the conveyance of the land and facilities
14 under subsection (a)(1), the reclamation laws shall con-
15 tinue to apply to any project water provided to the Author-
16 ity.

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