

The SPEAKER pro tempore. Is there objection to the request of the gentleman from Montana?

There was no objection.

Mr. DAINES. Mr. Speaker, I yield myself such time as I may consume.

H.R. 4562, sponsored by the gentleman from Nebraska (Mr. SMITH), allows farmers to repay accelerated or lump sums of capital debt owed to the Bureau of Reclamation.

□ 1645

In many cases throughout the West, current Federal law does not allow landowners to make such early repayments on Federal irrigation projects. These outdated Federal hurdles are similar to a bank prohibiting a homeowner from paying his or her mortgage early.

Congressman SMITH's bill removes the Federal Bureau of Reclamation repayment prohibition for individual landowners within the Northport Irrigation District. In return for such payments, these farmers will no longer be subject to the acreage limitations and the paperwork requirements in the Reclamation Reform Act.

According to the Congressional Budget Office, this bill could generate up to \$440,000 in Federal revenue. The bill is based on two recent precedents that passed in both Republican- and Democrat-controlled houses, and today, we should continue those efforts by adopting this bill.

I reserve the balance of my time.

Mr. HOLT. Mr. Speaker, I yield myself such time as I may consume.

(Mr. HOLT asked and was given permission to revise and extend his remarks.)

Mr. HOLT. H.R. 4562 would authorize landowners served by the Northport Irrigation District to prepay the remaining portion of construction costs allocated to them for the North Platte Project.

In exchange, the landowners who pay will no longer be subject to Federal acreage limitations and other requirements associated with the Reclamation Reform Act.

I believe no one from the minority intends to oppose this legislation.

With that, I reserve the balance of my time.

Mr. DAINES. Mr. Speaker, I yield 3 minutes to the gentleman from Nebraska (Mr. SMITH), also a former member of the Natural Resources Committee.

Mr. SMITH of Nebraska. Mr. Speaker, I thank the Natural Resources Committee for moving this bill and also to the gentleman from Montana for his remarks.

Under Federal reclamation law, irrigation districts which receive water from a Bureau of Reclamation facility must repay their portion of the capital costs of the water project, typically under long-term contracts.

I introduced this bill to provide members of the Northport Irrigation District early repayment authority

under their dated reclamation contract. The contract in question is more than 60 years old and continues to subject landowners to burdensome reporting requirements and acreage limitations without generating revenue to the Federal Government.

Allowing producers within the district to pay off their portion of the contract means the government will receive funds perhaps otherwise uncollected and the landowners will be relieved of costly constraints which threaten family-owned operations.

For example, at a Natural Resources Water and Power Subcommittee hearing earlier this year, one member of the irrigation district testified the acreage limitation will prohibit parents who own land in the district from passing down or selling farmland to sons and daughters who also own land in the same district.

As Mr. DAINES mentioned, similar legislation has passed under bipartisan majorities and, according to the CBO, could generate as much as \$440,000 in Federal revenue.

This is a straightforward bill which would make a big difference to some family farmers in Nebraska.

Mr. HOLT. Mr. Speaker, if the gentleman is ready to close, I yield back the balance of my time.

Mr. DAINES. Mr. Speaker, I have no further speakers. I urge approval of this bill, and I yield back the balance of my time.

The SPEAKER pro tempore. The question is on the motion offered by the gentleman from Montana (Mr. DAINES) that the House suspend the rules and pass the bill, H.R. 4562.

The question was taken; and (two-thirds being in the affirmative) the rules were suspended and the bill was passed.

A motion to reconsider was laid on the table.

#### PYRAMID LAKE PAIUTE TRIBE— FISH SPRINGS RANCH SETTLEMENT ACT

Mr. DAINES. Mr. Speaker, I move to suspend the rules and pass the bill (H.R. 3716) to ratify a water settlement agreement affecting the Pyramid Lake Paiute Tribe, and for other purposes.

The Clerk read the title of the bill.

The text of the bill is as follows:

H.R. 3716

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

#### SECTION 1. SHORT TITLE; TABLE OF CONTENTS.

(a) SHORT TITLE.—This Act may be cited as the "Pyramid Lake Paiute Tribe - Fish Springs Ranch Settlement Act".

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

- Sec. 1. Short title; table of contents.
- Sec. 2. Definitions.
- Sec. 3. Ratification of agreement.
- Sec. 4. Waiver and releases of claims.
- Sec. 5. Satisfaction of claims.
- Sec. 6. Beneficiaries to agreement.
- Sec. 7. Jurisdiction.
- Sec. 8. Environmental compliance.
- Sec. 9. Miscellaneous provisions.

#### SEC. 2. DEFINITIONS.

In this Act:

(1) ORIGINAL AGREEMENT.—The term "Original Agreement" means the "Pyramid Lake Paiute Tribe Fish Springs Ranch Settlement Agreement" dated May 30, 2007, entered into by the Tribe and Fish Springs (including all exhibits to that agreement).

(2) AGREEMENT.—The term "Agreement" means the Pyramid Lake Paiute Tribe-Fish Springs Ranch 2013 Supplement to the 2007 Settlement Agreement dated November 20, 2013, entered into by the Tribe and Fish Springs, and all exhibits to that Agreement.

(3) ENVIRONMENTAL IMPACT STATEMENT.—The term "environmental impact statement" means the final environmental impact statement for the North Valleys Rights-of-Way Projects prepared by the Bureau of Land Management (70 Fed. Reg. 68473).

(4) FINAL PAYMENT DATE.—The term "final payment date" means 30 days after the date on which the Tribe executes the waivers, as authorized in section 4, on or before which Fish Springs shall pay to the Tribe the \$3,600,000 and accumulated interest pursuant to subparagraph 4.2 of the Agreement.

(5) FISH SPRINGS.—The term "Fish Springs" means the Fish Springs Ranch, LLC, a Nevada limited liability company (or a successor in interest).

(6) FISH SPRINGS WATER RIGHTS.—The term "Fish Springs water rights" means the 14,108 acre feet of water available to Fish Springs pursuant to certificates of water rights issued to Fish Springs or its predecessors in interest by the State Engineer for the State of Nevada, copies of which are attached as Exhibit "G" to the Original Agreement.

(7) ADDITIONAL FISH SPRINGS WATER RIGHTS.—The term "additional Fish Springs water rights" means the rights to pump and transfer up to 5,000 acre feet per year of Fish Springs water rights in excess of 8,000 acre feet per year, up to a total of 13,000 acre feet per year, pursuant to Ruling No. 3787 signed by the State Engineer for the State of Nevada on March 1, 1991, and Supplemental Ruling on Remand No. 3787A signed by the State Engineer for the State of Nevada on October 9, 1992.

(8) HONEY LAKE VALLEY BASIN.—The term "Honey Lake Valley Basin" means the Honey Lake Valley Hydrographic Basin described as Nevada Hydrographic Water Basin 97.

(9) PROJECT.—The term "Project" means the project for pumping within Honey Lake Valley Basin and transfer outside of the basin by Fish Springs of not more than 13,000 acre feet per year of Fish Springs water rights, including—

(A) not more than 8,000 acre feet as described in the environmental impact statement (but not the Intermountain Water Supply, Ltd., Project described in the environmental impact statement) and the record of decision;

(B) up to the 5,000 acre feet of additional Fish Springs water rights; and

(C) the rights and approvals for Fish Springs to pump and transfer up to said 13,000 acre feet of groundwater per year.

(10) RECORD OF DECISION.—The term "record of decision" means the public record of the decision of the District Manager of the United States Bureau of Land Management's Carson City District in the State of Nevada issued on May 31, 2006, regarding the environmental impact statement and the Project.

(11) SECRETARY.—The term "Secretary" means the Secretary of the Interior (or a designee of the Secretary).

(12) TRIBE.—The term "Tribe" means the Pyramid Lake Paiute Tribe of Indians organized under section 16 of the Act of June 18,

1934 (commonly known as the “Indian Reorganization Act”; 25 U.S.C. 476).

(13) **TRUCKEE RIVER OPERATING AGREEMENT.**—The term “Truckee River Operating Agreement” means—

(A) the September 6, 2008, Truckee River Operating Agreement negotiated for the purpose of carrying out the terms of the Truckee-Carson-Pyramid Lake Water Rights Settlement Act (Public Law 101-618); and

(B) any final, signed version of the Truckee River Operating Agreement that becomes effective under the terms of the Truckee-Carson-Pyramid Lake Water Rights Settlement Act.

### SEC. 3. RATIFICATION OF AGREEMENT.

(a) **IN GENERAL.**—Except to the extent that a provision of the Agreement conflicts with this Act, the Agreement is authorized and ratified.

(b) **WAIVER AND RETENTION OF CLAIMS.**—Notwithstanding any provision of the Agreement, any waiver or retention of a claim by the Tribe relating to the Agreement shall be carried out in accordance with section 4.

(c) **COMPLIANCE WITH APPLICABLE LAW.**—This section, the Original Agreement, and the Agreement satisfy all applicable requirements of section 2116 of the Revised Statutes (25 U.S.C. 177).

### SEC. 4. WAIVER AND RELEASES OF CLAIMS.

(a) **WAIVER AND RELEASE OF CLAIMS BY TRIBE AGAINST FISH SPRINGS.**—In return for benefits to the Tribe as set forth in the Original Agreement, the Agreement, and this Act, the Tribe, on behalf of itself and the members of the Tribe, is authorized to execute a waiver and release against Fish Springs of the following:

(1) All rights under Federal, State, and other law to challenge the validity, characteristics, or exercise of the Project or use of Fish Springs water rights (including additional Fish Springs water rights), including the right to assert a senior priority against or to place a call for water on the Project or Fish Springs water rights (including additional Fish Springs water rights) regardless of the extent to which the Tribe has a water right or in the future establishes a water right that is senior to the Project or Fish Springs water rights (including additional Fish Springs water rights).

(2) All claims for damages, losses, or injuries to the Tribe's water rights or claims of interference with, diversion of, or taking of the Tribe's water rights, including—

(A) claims for injury to lands or resources resulting from such damages, losses, injuries, or interference with, diversion of, or taking of tribal water rights under the Agreement or Original Agreement; and

(B) claims relating to the quality of water underlying the Pyramid Lake Indian Reservation that are related to use of Fish Springs water rights (including additional Fish Springs water rights) by the Project or the implementation or operation of the Project in accordance with the Agreement or Original Agreement.

(3) All claims that would impair, prevent, or interfere with one or more of the following:

(A) Implementation of the Project pursuant to the terms of the Agreement or Original Agreement.

(B) Deliveries of water by the Project pursuant to the terms of—

(i) the Agreement;

(ii) the Original Agreement; or

(iii) the February 28, 2006, Water Banking Trust Agreement between Washoe County and Fish Springs.

(C) Assignments of water rights credits pursuant to the terms of the February 28, 2006, Water Banking Trust Agreement between Washoe County and Fish Springs.

(4) All claims against Fish Springs relating in any manner to the negotiation or adoption of the Agreement or the Original Agreement.

(b) **RESERVATION OF RIGHTS AND RETENTION OF CLAIMS BY TRIBE AGAINST FISH SPRINGS.**—The Tribe, on its own behalf and on behalf of the members of the Tribe, shall retain against Fish Springs the following:

(1) All claims for enforcement of the Agreement, the Original Agreement or this Act through such remedies as are available in the U.S. District Court for the District of Nevada.

(2) Subject to the right of Fish Springs to carry out the Project, and subject to the waiver and release by the Tribe in subsection (a)—

(A) the right to assert and protect any right of the Tribe to surface or groundwater and any other trust resource, including the right to assert a senior priority against or to place a call for water on any water right other than against the Project or Fish Springs water rights;

(B) all rights to establish, claim or acquire a water right in accordance with applicable law and to use and protect any water right acquired after the date of the enactment of this Act that is not in conflict with the Agreement, the Original Agreement or this Act; and

(C) all other rights, remedies, privileges, immunities, powers, and claims not specifically waived and released pursuant to this Act and the Agreement.

(3) The right to enforce—

(A) the Tribe's rights against any party to the Truckee River Operating Agreement;

(B) the Tribe's rights against any party to the Truckee River Water Quality Settlement Agreement; and

(C) whatever rights exist to seek compliance with any permit issued to any wastewater treatment or reclamation facility treating wastewater generated by users of Project water.

(4) The right to seek to have enforced the terms of any permit or right-of-way across Federal lands issued to Fish Springs for the Project and Project water.

(c) **WAIVER AND RELEASE OF CLAIMS BY THE TRIBE AGAINST THE UNITED STATES.**—In return for the benefits to the Tribe as set forth in the Agreement, the Original Agreement, and this Act, the Tribe, on behalf of itself and the members of the Tribe, is authorized to execute a waiver and release of all claims against the United States, including the agencies and employees of the United States, related to the Project and Fish Springs water rights (including additional Fish Springs water rights) that accrued at any time before and on the date that Fish Springs makes the payment to the Tribe as provided in Paragraph 4 of the Agreement for damages, losses or injuries that are related to—

(1) the Project, Fish Springs water rights (including additional Fish Springs water rights), and the implementation, operation, or approval of the Project, including claims related to—

(A) loss of water, water rights, land, or natural resources due to loss of water or water rights (including damages, losses, or injuries to hunting, fishing, and gathering rights due to loss of water, water rights or subordination of water rights) resulting from the Project or Fish Springs water rights (including additional Fish Springs water rights);

(B) interference with, diversion, or taking of water resulting from the Project; or

(C) failure to protect, acquire, replace, or develop water, water rights, or water infrastructure as a result of the Project or Fish

Springs water rights (including additional Fish Springs water rights);

(2) the record of decision, the environmental impact statement, the Agreement or the Original Agreement;

(3) claims the United States, acting as trustee for the Tribe or otherwise, asserted, or could have asserted in any past proceeding related to the Project;

(4) the negotiation, execution, or adoption of the Agreement, the Original Agreement, or this Act;

(5) the Tribe's use and expenditure of funds paid to the Tribe under the Agreement or the Original Agreement;

(6) the Tribe's acquisition and use of land under the Original Agreement; and

(7) the extinguishment of claims, if any, and satisfaction of the obligations of the United States on behalf of the Tribe as set forth in subsection (e).

(d) **RESERVATION OF RIGHTS AND RETENTION OF CLAIMS BY TRIBE AGAINST THE UNITED STATES.**—Notwithstanding the waivers and releases authorized in this Act, the Tribe, on behalf of itself and the members of the Tribe, shall retain against the United States the following:

(1) All claims for enforcement of this Act through such legal and equitable remedies as are available in the U.S. District Court for the District of Nevada.

(2) The right to seek to have enforced the terms of any permit or right-of-way across Federal lands issued to Fish Springs for the Project and Project water.

(3) Subject to the right of Fish Springs to carry out the Project, all other rights, remedies, privileges, immunities, powers, and claims not specifically waived and released pursuant to this Act and the Agreement.

(e) **EXTINGUISHMENT OF WAIVED AND RELEASED CLAIMS.**—Upon execution of the waiver and releases by the Tribe pursuant to subsections (a) and (c) and upon final payment by Fish Springs pursuant to the terms of the Agreement, the United States acting on behalf of the Tribe shall have no right or obligation to bring or assert any claims waived and released by the Tribe as set forth in subsection (a). Upon the effective date of the waivers and releases of claims authorized, the waived and released claims as set forth in subsection (a) are extinguished.

(f) **NO UNITED STATES LIABILITY FOR WAIVED CLAIMS.**—The United States shall bear no liability for claims waived and released by the Tribe pursuant to this Act.

(g) **UNITED STATES RESERVATION OF RIGHTS.**—Nothing in this Act shall affect any rights, remedies, privileges, immunities, or powers of the United States, including the right to enforce the terms of the right-of-way across Federal lands for the Project granted by the Secretary to Fish Springs pursuant to the Federal Lands Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.), with the exception that the United States may not assert any claim on the Tribe's behalf that is extinguished pursuant to subsection (e).

(h) **EFFECTIVE DATE OF WAIVERS AND RELEASES OF CLAIMS.**—The waivers and releases authorized under subsections (a) and (c) shall take effect on the day Fish Springs makes the payment to the Tribe as provided in subparagraph 4.2 of the Agreement.

### SEC. 5. SATISFACTION OF CLAIMS.

(a) **IN GENERAL.**—The benefits provided to the Tribe under the Agreement, the Original Agreement, and this Act shall be considered to be full satisfaction of all claims of the Tribe waived and released pursuant to section 4 and pursuant to the Original Agreement and any claims the United States might make on behalf of the Tribe that are extinguished pursuant to section 4.

(b) EFFECT OF FAILURE TO EXECUTE WAIVERS AND RELEASES.—If the Tribe fails to execute the waivers and releases as authorized by this Act within 60 days after the date of the enactment of this Act, this Act and the Agreement shall be null and void.

#### SEC. 6. BENEFICIARIES TO AGREEMENT.

(a) REQUIREMENT.—The beneficiaries to the Agreement shall be limited to—

- (1) the parties to the Agreement;
- (2) any municipal water purveyor that provides Project water for wholesale or retail water service to the area serviced by the Project;
- (3) any water purveyor that obtains the right to use Project water for purposes other than serving retail or wholesale customers; and
- (4) any assignee of Water Rights Credits for Project water pursuant to the terms of the February 28, 2006, Water Banking Trust Agreement between Washoe County and Fish Springs.

(b) PROHIBITION.—Except as provided in subsection (a), nothing in the Agreement or this Act provides to any individual or entity third-party beneficiary status relating to the Agreement.

#### SEC. 7. JURISDICTION.

Jurisdiction over any civil action relating to the enforcement of the Agreement, the Original Agreement, or this Act shall be vested in the United States District Court for the District of Nevada.

#### SEC. 8. ENVIRONMENTAL COMPLIANCE.

Nothing in this Act precludes the United States or the Tribe, when delegated regulatory authority, from enforcing Federal environmental laws, including—

- (1) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.) including claims for damages for harm to natural resources;
- (2) the Safe Drinking Water Act (42 U.S.C. 300f et seq.);
- (3) the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.);
- (4) the Solid Waste Disposal Act (42 U.S.C. 6901 et seq.); and
- (5) any regulation implementing one or more of the Acts listed in paragraphs (1) through (4).

#### SEC. 9. MISCELLANEOUS PROVISIONS.

(a) NO ESTABLISHMENT OF STANDARD.—Nothing in this Act establishes a standard for the quantification of a Federal reserved water right or any other claim of an Indian tribe other than the Tribe in any other judicial or administrative proceeding.

(b) OTHER CLAIMS.—Nothing in the Agreement, the Original Agreement, or this Act quantifies or otherwise adversely affects any water right, claim, or entitlement to water, or any other right of any Indian tribe, band, or community other than the Tribe.

The SPEAKER pro tempore. Pursuant to the rule, the gentleman from Montana (Mr. DAINES) and the gentleman from New Jersey (Mr. HOLT) each will control 20 minutes.

The Chair recognizes the gentleman from Montana.

#### GENERAL LEAVE

Mr. DAINES. Mr. Speaker, I ask unanimous consent that all Members may have 5 legislative days to revise and extend their remarks and to include extraneous materials on the bill under consideration.

The SPEAKER pro tempore. Is there objection to the request of the gentleman from Montana?

There was no objection.

Mr. DAINES. Mr. Speaker, I yield myself such time as I may consume.

H.R. 3716 is a bipartisan bill sponsored by Congressman AMODEI of Nevada. The legislation ratifies a water rights agreement between the Pyramid Lake Paiute Tribe and the Fish Springs Ranch.

Although the bill does not authorize the expenditure of American taxpayer dollars, it is necessary due to the Federal trust responsibility for the tribe and because it decreases the Federal Government's potential liabilities related to those trust duties.

H.R. 3716 allows a water pipeline project to go forward while codifying an agreement that allows non-Federal payments to mitigate for water supply damages associated with the pipeline. This is a win for the American taxpayer, this is a win for the tribe, and this is a win for water users.

I commend Congressman AMODEI for his leadership and urge adoption of the legislation.

I reserve the balance of my time.

Mr. HOLT. Mr. Speaker, I yield myself such time as I may consume.

H.R. 3716 would ratify a water settlement agreement between the Pyramid Lake Paiute Tribe and a subsidiary of the Vidler Water Company. The agreement allows the Vidler Water Company to continue operating a water project that provides water to the northern Reno area and fairly compensates the Pyramid Lake Paiute Tribe for any actual or potential water losses.

As I understand the situation, the legislation is supported by all affected parties, and it will settle potential claims by the Pyramid Lake Paiute Tribe against the United States at no cost to American taxpayers.

Consequently, I support this legislation. I am happy to see it come to the floor. I believe my colleagues on the minority of the Committee on Natural Resources concur.

I reserve the balance of my time.

Mr. DAINES. Mr. Speaker, I yield 3 minutes to the gentleman from Nevada (Mr. AMODEI), who I served on the Natural Resources Committee with recently.

Mr. AMODEI. Mr. Speaker, I thank the chairman, my colleague from Big Sky Country.

This legislation would authorize the Pyramid Lake Paiute Tribe to grant waivers against both Fish Springs Ranch and the United States Government. The provisions would take effect after the tribe signs the waivers and Fish Springs pays the tribe. The amount in payment—for those of you keeping track—is about \$3.6 million.

The tribe would also dismiss pending litigation against BLM for violations in NEPA and potential trust responsibilities related to the groundwater project. At that point, any potential Federal liability would be eliminated.

This is a settlement reached at arm's length between the two parties as a result of a lawsuit filed in 2005. Settlement was reached in 2007. The damage amount of \$3.6 million would also have added to it interest from 2007.

The approach is simple and straightforward, with no Federal dollars involved.

I recommend passage of the bill.

Mr. HOLT. If the gentleman from Montana is ready to close, I yield back the balance of my time.

Mr. DAINES. I yield back the balance of my time.

The SPEAKER pro tempore. The question is on the motion offered by the gentleman from Montana (Mr. DAINES) that the House suspend the rules and pass the bill, H.R. 3716.

The question was taken; and (two-thirds being in the affirmative) the rules were suspended and the bill was passed.

A motion to reconsider was laid on the table.

#### HINCHLIFFE STADIUM HERITAGE ACT

Mr. DAINES. Mr. Speaker, I move to suspend the rules and pass the bill (H.R. 2430) to adjust the boundaries of Paterson Great Falls National Historical Park to include Hinchliffe Stadium, and for other purposes, as amended.

The Clerk read the title of the bill.

The text of the bill is as follows:

H.R. 2430

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

#### SECTION 1. SHORT TITLE.

*This Act may be cited as the "Hinchliffe Stadium Heritage Act".*

#### SEC. 2. PATERSON GREAT FALLS NATIONAL HISTORICAL PARK BOUNDARY ADJUSTMENT.

*Section 7001 of the Omnibus Public Land Management Act of 2009 (16 U.S.C. 410ll) is amended as follows:*

*(1) In subsection (b)(3)—*

*(A) by striking "The Park shall" and inserting "(A) The Park shall";*

*(B) by redesignating subparagraphs (A) through (G) as clauses (i) through (vii), respectively; and*

*(C) by adding at the end the following:*

*"(B) In addition to the lands described in subparagraph (A), the Park shall include the approximately 6 acres of land containing Hinchliffe Stadium and generally depicted as the 'Boundary Modification Area' on the map entitled 'Paterson Great Falls National Historical Park, Proposed Boundary Modification', numbered T03/120,155, and dated April 2014, which shall be administered as part of the Park in accordance with subsection (c)(1) and section 3 of the Hinchliffe Stadium Heritage Act."*

*(2) In subsection (b)(4), by striking "The Map" and inserting "The Map and the map referred to in paragraph (3)(B)".*

*(3) In subsection (c)(4)—*

*(A) in subparagraph (A), by striking "The Secretary" and inserting "Except as provided in subparagraphs (B) and (C), the Secretary"; and*

*(B) by inserting after subparagraph (B) the following:*

*"(C) HINCHLIFFE STADIUM.—The Secretary may not acquire fee title to Hinchliffe Stadium, but may acquire a preservation easement in Hinchliffe Stadium if the Secretary determines that doing so will facilitate resource protection of the stadium."*

#### SEC. 3. ADDITIONAL CONSIDERATIONS FOR HINCHLIFFE STADIUM.

*In administering the approximately 6 acres of land containing Hinchliffe Stadium and generally depicted as the "Boundary Modification*