

Public Law 113–169
113th Congress

An Act

To ratify a water settlement agreement affecting the Pyramid Lake Paiute Tribe,
and for other purposes.

Sept. 26, 2014
[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).

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(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.

Deadline.

(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.

Approved September 26, 2014.

LEGISLATIVE HISTORY—H.R. 3716 (S. 1818):

HOUSE REPORTS: No. 113–532 (Comm. on Natural Resources).

SENATE REPORTS: No. 113–220 (Comm. on Indian Affairs) accompanying S. 1818.

CONGRESSIONAL RECORD, Vol. 160 (2014):

July 22, considered and passed House.

Sept. 18, considered and passed Senate.

