

103^D CONGRESS
1ST SESSION

S. 1216

To resolve the 107th Meridian boundary dispute between the Crow Indian Tribe, the Northern Cheyenne Indian Tribe and the United States and various other issues pertaining to the Crow Indian Reservation.

IN THE SENATE OF THE UNITED STATES

JULY 13, 1993

Mr. BAUCUS (for himself and Mr. BURNS) introduced the following bill; which was read twice and referred to the Committee on Indian Affairs

A BILL

To resolve the 107th Meridian boundary dispute between the Crow Indian Tribe, the Northern Cheyenne Indian Tribe and the United States and various other issues pertaining to the Crow Indian Reservation.

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 “Crow Settlement Act”.

5 **SEC. 2. FINDINGS AND PURPOSE.**

6 (a) PURPOSE.—The purpose of this Act is to settle
7 the dispute created by the Federal Government’s erro-
8 neous survey of the eastern boundary of the Crow Indian

1 Reservation and to resolve various other issues pertaining
2 to the Crow Indian Reservation.

3 (b) FINDINGS.—

4 (1) Under the Fort Laramie Treaty of 1868,
5 (15 Stat. 649), the eastern boundary of the Crow
6 Indian Reservation was established as the 107th Me-
7 ridian for approximately 90 miles from the Yellow-
8 stone River to the boundary between Montana and
9 Wyoming.

10 (2) Under 1884 and 1900 Executive orders, the
11 western boundary of the Northern Cheyenne Res-
12 ervation was established as the 107th Meridian. The
13 107th Meridian is the common boundary between
14 the Crow and Northern Cheyenne Reservations for
15 approximately 25 miles.

16 (3) From 1889 through 1891, a survey was
17 conducted of the eastern boundary of the Crow Res-
18 ervation. Instead of following the true 107th Merid-
19 ian, the 1891 survey line strayed to the west. As a
20 result of the erroneous survey, approximately 36,164
21 acres were excluded from the Crow Indian Reserva-
22 tion of which approximately 12,964 acres were in-
23 cluded in the Northern Cheyenne Indian Reserva-
24 tion. Vast deposits of low sulphur coal underlie the
25 land excluded from the Crow Indian Reservation in-

1 cluding the land included in the Northern Cheyenne
2 Indian Reservation.

3 (4) The erroneous nature of the survey was not
4 discovered for several decades. Meanwhile, the areas
5 along the 107th Meridian to the north and south of
6 the Northern Cheyenne Indian Reservation were
7 opened to settlement in the late 1800's and early
8 1900's. Patents were issued to non-Indians and to
9 the State of Montana for most of the surface land
10 and a significant portion of the minerals in these
11 areas between the 107th Meridian and the erroneous
12 1891 survey line. The 12,964 acres erroneously in-
13 cluded in the Northern Cheyenne Reservation have
14 been treated as part of the Northern Cheyenne Res-
15 ervation and occupied by the Northern Cheyenne
16 Tribe, Northern Cheyenne allottees and their succes-
17 sors in interest.

18 (5) Following the discovery of the erroneous
19 1891 survey line in the 1950's, bills to resolve the
20 107th Meridian boundary dispute were introduced in
21 Congress in the 1960's and 1970's, but no bill was
22 enacted into law.

23 (6) In 1966, the United States completed con-
24 struction of Yellowtail Dam on the Crow Indian Res-
25 ervation as part of the Pick-Sloan Missouri Basin

1 Program. The Pick-Sloan Missouri Basin Program
2 also included the Hardin Bench Irrigation Unit and
3 other irrigation projects on the Crow Indian Res-
4 ervation which have not yet been constructed.

5 (7) The operation of the Yellowtail Afterbay
6 Dam by the Bureau of Reclamation has resulted in
7 a significant water quality problem on the Big Horn
8 River within the Crow Indian Reservation. Construc-
9 tion of a power plant and related facilities at the ex-
10 isting Yellowtail Afterbay Dam will solve that prob-
11 lem.

12 **SEC. 3. DEFINITIONS.**

13 For purposes of this Act:

14 (1) The term "Crow Tribe" means the Crow
15 Tribe of Indians, the duly recognized governing body
16 of the Crow Indian Reservation.

17 (2) The term "disputed area" means the land,
18 approximately 36,165 acres, including the minerals,
19 located between the 107th Meridian and the 1891
20 survey line.

21 (3) The term "1891 survey line" means the er-
22 roneous boundary line resulting from the survey of
23 the 107th Meridian which was completed in 1891.

24 (4) The term "Northern Cheyenne Tribe"
25 means the Northern Cheyenne Tribe of Indians, the

1 duly recognized governing body of the Northern
2 Cheyenne Indian Reservation.

3 (5) The term “107th Meridian boundary dis-
4 pute” means the dispute resulting from the disparity
5 between the locations of the 107th Meridian and the
6 1891 survey line.

7 (6) The term “parcel No. 1” means the land,
8 approximately 11,317 acres, including all minerals,
9 within the area bounded on the south by the Mon-
10 tana/Wyoming border, on the east by the 107th Me-
11 ridian, on the north by the extension to the west of
12 the southern boundary of the Northern Cheyenne
13 Indian Reservation and on the west by the 1891 sur-
14 vey line.

15 (7) The term “parcel No. 2” means the land,
16 approximately 12,964 acres, including all minerals,
17 within the area bounded on the south by the exten-
18 sion to the west of the southern boundary of the
19 Northern Cheyenne Indian Reservation, on the east
20 by the 107th Meridian, on the north by the exten-
21 sion to the west of the northern boundary of the
22 Northern Cheyenne Indian Reservation and on the
23 west by the 1891 survey line.

24 (8) The term “parcel No. 3” means the land,
25 approximately 2,469 acres, including all minerals,

1 within the area bounded on the south by the exten-
2 sion to the west of the northern boundary of the
3 Northern Cheyenne Indian Reservation, on the east
4 by the 107th Meridian, on the north by the northern
5 boundary of the Crow Indian Reservation and on the
6 west by the 1891 survey line.

7 (9) The term “parcel No. 4” means the land,
8 approximately 9,415 acres, including all minerals,
9 within the area bounded on the south by the north-
10 ern boundary of the Crow Indian Reservation, on
11 the east by the 107th Meridian, on the north by the
12 midpoint of the Yellowstone River and on the west
13 by the 1891 survey line.

14 (10) The word “Secretary” means the Sec-
15 retary of the Interior.

16 (11) The term “undisposed of coal” means coal
17 which has not been conveyed to private parties or to
18 the State of Montana by the United States.

19 (12) The term “undisposed of land” means sur-
20 face land which has not been conveyed to private
21 parties or to the State of Montana by the United
22 States.

23 (13) The term “undisposed of oil, gas, coal
24 methane or other minerals” means oil, gas, coal
25 methane or other minerals except coal, which have

1 not been conveyed to private parties or to the State
2 of Montana by the United States.

3 **SEC. 4. AUTHORITY TO SETTLE.**

4 (a) CONTRACT WITH CROW TRIBE.—Subject to the
5 terms and conditions of this Act, the Secretary shall enter
6 into a contract with the Crow Tribe providing for the set-
7 tlement of the 107th Meridian boundary dispute and other
8 issues pertaining to the Crow Indian Reservation.

9 (b) CONTRACT WITH NORTHERN CHEYENNE
10 TRIBE.—Subject to the terms and conditions of this Act,
11 the Secretary shall enter into a contract with the Northern
12 Cheyenne Tribe to resolve the issues with respect to the
13 property within parcel No. 2.

14 (c) ENFORCEMENT OF CONTRACTS.—The contracts
15 authorized in subsections (a) and (b) shall be enforceable
16 pursuant to subchapter II of chapter 5 of title 5, United
17 States Code, or, where the remedies available under that
18 Act do not provide adequate or complete relief, pursuant
19 to section 1505 of title 28, United States Code.

20 **SEC. 5. TERMS AND CONDITIONS OF SETTLEMENT CON-**
21 **TRACTS.**

22 (a) CROW/NORTHERN CHEYENNE SETTLEMENT.—
23 The contracts with the Crow and Northern Cheyenne
24 Tribes referred to in section 4 shall include the following

1 terms and conditions with respect to the property within
2 parcel No. 2:

3 (1) The surface boundary between the Crow
4 and Northern Cheyenne Indian Reservations shall be
5 the 1891 survey line and the ownership of the sur-
6 face lands within parcel No. 2 shall be recognized as
7 being vested in the United States in trust for the
8 sole use and benefit of the Northern Cheyenne
9 Tribe, Northern Cheyenne allottees or their succes-
10 sors in interest or other persons whose claims,
11 rights, or interests are based on the 1891 survey
12 line.

13 (2) With respect to the coal and other minerals
14 within parcel No. 2 except for oil, gas, and coal
15 methane, the boundary between the Crow and
16 Northern Cheyenne Indian Reservations shall be the
17 1891 survey line and the ownership of such minerals
18 shall be vested in the United States in trust for the
19 sole use and benefit of the Northern Cheyenne
20 Tribe.

21 (3) With respect to oil, gas, and coal methane
22 within parcel No. 2, the boundary between the Crow
23 and Northern Cheyenne Indian Reservations shall be
24 the 107th Meridian and the ownership of such oil,
25 gas and coal methane shall be vested in the United

1 States in trust for the sole use and benefit of the
2 Crow Tribe.

3 (4) The funds held in escrow by the Bureau of
4 Indian Affairs derived from the lands and minerals
5 within parcel No. 2, together with all of the interest
6 earned on such funds, shall be divided equally be-
7 tween the Crow and Northern Cheyenne Tribes and
8 may be used by each tribe for such purposes as it
9 may determine.

10 (5) A disclaimer and relinquishment by the
11 Crow Tribe of all right, title, claim or interest in the
12 land and minerals within parcel No. 2 described in
13 paragraphs (1) and (2), and to one-half of the funds
14 described in paragraph (4), and a disclaimer and re-
15 linquishment by the Northern Cheyenne Tribe of all
16 right, title, claim or interest in the minerals within
17 parcel No. 2 described in paragraph (3), and to one-
18 half of the funds described in paragraph (4).

19 (6) A release by the Northern Cheyenne Tribe
20 of all persons and entities, including the United
21 States and the Crow Tribe, for any and all liability
22 arising out of the erroneous survey of the 107th Me-
23 ridian, and a release by the Crow Tribe of all per-
24 sons and entities, including the United States and
25 the Northern Cheyenne Tribe, for any and all liabil-

1 ity arising from the erroneous survey of the 107th
2 Meridian.

3 (b) PROPERTY WITHIN PARCEL NOS. 1, 3 AND 4.—

4 The contract with the Crow Tribe referred to in section
5 4 shall include the following terms and conditions with re-
6 spect to the property within parcel Nos. 1, 3 and 4:

7 (1) Title to the undisposed of coal within parcel
8 No. 1 shall be vested in the United States in trust
9 for the sole use and benefit of the Crow Tribe and
10 such coal shall be recognized as part of the Crow In-
11 dian Reservation.

12 (2) Title to the undisposed of surface lands
13 within parcel Nos. 1, 3 and 4 shall be vested in the
14 United States in trust for the sole use and benefit
15 of the Crow Tribe and such land shall be recognized
16 as part of the Crow Indian Reservation. Notwith-
17 standing the preceding provisions of this paragraph,
18 the State of Montana shall retain the same civil and
19 criminal authority over such lands in Parcel No. 4
20 that it currently has over lands restored to the Tribe
21 under the Act of May 19, 1958, (72 Stat. 121).

22 (3) Title to the undisposed of oil, gas, coal
23 methane or other minerals within parcel Nos. 1, 3
24 and 4 shall be vested in the United States in trust
25 for the sole use and benefit of the Crow Tribe and

1 such minerals shall be recognized as part of the
2 Crow Indian Reservation.

3 (4) A disclaimer and relinquishment by the
4 Crow Tribe of all right, title, claim or interest in all
5 the lands and minerals within parcel Nos. 1, 3 and
6 4, except for the rights, titles and interests recog-
7 nized as beneficially owned by the Crow Tribe in
8 paragraphs (1), (2) and (3).

9 (5) A release by the Crow Tribe of all persons
10 and entities, including the United States, for any
11 and all liability arising from the erroneous survey of
12 the 107th Meridian.

13 (c) EXCHANGE OF PUBLIC LANDS.—As part of the
14 settlement of the 107th Meridian boundary dispute with
15 the Crow Tribe, the contract with the Crow Tribe referred
16 to in section 4 shall include the following land exchange
17 provisions:

18 (1) The Secretary shall negotiate with the State
19 of Montana for the purpose of exchanging public
20 lands within the State of Montana for up to approxi-
21 mately 46,625 acres of State trust lands within the
22 Crow Indian Reservation and the disputed area. The
23 value of the public lands and State trust lands ex-
24 changed pursuant to this provision shall be substan-
25 tially equal. The value of improvements on such

1 lands shall be given due consideration. Lands ex-
2 changed shall be selected so that the financial im-
3 pact on local governments, if any, will be minimized.
4 The Secretary shall provide such financial and other
5 assistance to the State of Montana as may be nec-
6 essary to obtain the appraisals and other adminis-
7 trative requirements necessary to accomplish this ex-
8 change. Upon the approval by the Secretary and the
9 State of Montana of an exchange pursuant to this
10 paragraph, the Secretary is authorized to receive
11 title to such State trust lands involved in the ex-
12 change on behalf of the United States and to trans-
13 fer title to the public lands involved in the exchange
14 to the State of Montana by such means of convey-
15 ance as the Secretary deems appropriate. State trust
16 lands acquired pursuant to the exchange shall be
17 vested in the United States in trust for the sole use
18 and benefit of the Crow Tribe and shall be deemed
19 part of the Crow Indian Reservation.

20 (2) If, for any reason, the exchange for all or
21 any portion of the State trust lands described in
22 paragraph (1) is not completed within 5 years from
23 the date of enactment of this Act, at the request of
24 and in cooperation with the Crow Tribe, the Sec-
25 retary shall develop and implement a program to

1 provide the Crow Tribe with land in an amount suf-
2 ficient to make up the difference between the value
3 of all the State trust lands within the Crow Indian
4 Reservation and the disputed area and the value of
5 any State trust lands exchanged and acquired pursu-
6 ant to paragraph (1). In carrying out this program,
7 the Secretary is authorized to transfer title to public
8 lands within the State of Montana to the Crow Tribe
9 and to exchange public lands within the State of
10 Montana for private lands of substantially equal
11 value within the Crow Indian Reservation. The value
12 of improvements on all such lands shall be given due
13 consideration. Title to the public lands transferred
14 pursuant to this paragraph, other than by exchange,
15 and to the private lands acquired pursuant to this
16 paragraph shall be vested in the United States in
17 trust for the sole use and benefit of the Crow Tribe
18 and shall be deemed part of the Crow Indian Res-
19 ervation. Notwithstanding the preceding provisions
20 of this paragraph, the State of Montana shall retain
21 civil and criminal authority over the surface only of
22 any such lands in the event that any such lands are
23 not contiguous to the existing Crow Reservation,
24 which authority shall not be exclusive.

1 (d) YELLOWTAIL AFTERBAY POWER PLANT.—As
2 part of the settlement of the 107th Meridian boundary dis-
3 pute with the Crow Tribe and to bring the Federal Gov-
4 ernment's operation of Yellowtail Afterbay Dam into com-
5 pliance with applicable water quality standards, the Sec-
6 retary, subject to the availability of funds, shall construct
7 and operate a power plant and bypass at the Yellowtail
8 Afterbay Dam. The cost of constructing such power plant
9 and bypass shall be nonreimbursable. The Secretary, in
10 consultation and cooperation with the Secretary of Energy
11 and the Crow Tribe, is authorized to sell or to make ar-
12 rangements for the sale or marketing of the power gen-
13 erated at the Yellowtail Afterbay Dam to produce maxi-
14 mum revenues. Revenues from the sale of power generated
15 at that power plant shall first be used to defray the costs
16 incurred in the operation, maintenance and repair of the
17 plant. The contract with the Crow Tribe referred to in
18 section 4 of this Act shall provide that the remainder of
19 the revenues from the sale of such power shall be trans-
20 ferred to the Crow Tribe and used for such purposes as
21 the Crow Tribe may determine, subject to the Secretary's
22 approval. Notwithstanding the preceding sentence, the
23 Crow Tribe, may, in its discretion, elect to utilize any por-
24 tion of the power generated at the Yellowtail Afterbay

1 Dam in lieu of receiving the revenues produced by the sale
2 of that power.

3 (e) CROW TRIBAL TRUST FUND.—

4 (1) There is established in the Treasury of the
5 United States a revolving account to be known as
6 the “Crow Tribal Trust Account”.

7 (2) Amounts in the Crow Tribal Trust Account
8 shall be available, without fiscal year limitations, to
9 the Secretary for distribution to the Crow Tribe in
10 accordance with section 6(b), and other provisions of
11 this Act.

12 (3) The Crow Tribal Trust Account shall con-
13 sist of such amounts as are appropriated to it in ac-
14 cordance with the authorizations provided by this
15 Act.

16 (4) As part of the settlement of the 107th
17 Meridian boundary dispute and other issues pertain-
18 ing to the Crow Indian Reservation, in the contract
19 with the Crow Tribe referred to in section 4 of this
20 Act, the Secretary, on behalf of the United States,
21 shall pay, from moneys appropriated pursuant to
22 this Act, into the Crow Tribal Trust Account
23 \$10,000,000 for fiscal year 1994, and each of the
24 next following 9 fiscal years.

1 (f) ADDITIONAL CONTRIBUTIONS TO CROW TRIBAL
2 TRUST FUND.—In addition to the amounts authorized to
3 be appropriated in subsection (e)(4), as part of the settle-
4 ment of the 107th Meridian boundary dispute and other
5 issues pertaining to the Crow Indian Reservation, in the
6 contract with the Crow Tribe referred to in section 4 of
7 this Act, the Secretary, on behalf of the United States,
8 subject to the availability of moneys appropriated pursu-
9 ant to this Act, shall pay the following amounts into the
10 Crow Tribal Trust Account:

11 (1) Commencing with fiscal year 1994 and each
12 fiscal year thereafter, an amount which shall be
13 nonreimbursable and nonreturnable and equal to the
14 amounts of royalties received and retained by the
15 United States during the previous fiscal year from
16 the East Decker, West Decker and Spring Creek
17 coal mines in the State of Montana for the life of
18 those mines, including any extensions of the existing
19 leases or expansions to adjacent or nearby coal de-
20 posits owned by the Federal Government.

21 (2) Commencing with fiscal year 1994, and
22 each fiscal year thereafter, an amount, which shall
23 be nonreimbursable and nonreturnable, equal to the
24 receipts from all deposits to the United States

1 Treasury for the preceding fiscal year from the sale
2 of power generated at Yellowtail Dam.

3 **SEC. 6. ADMINISTRATION OF CROW TRIBAL TRUST FUND.**

4 (a) INVESTMENT.—All sums deposited in, accruing to
5 and remaining in the Crow Tribal Trust Account, shall
6 be invested by the Secretary of the Treasury in interest-
7 bearing deposits and securities in accordance with the Act
8 of June 24, 1938 (52 Stat. 1037, 25 U.S.C. 162a).

9 (b) DISTRIBUTION OF INTEREST.—Only the interest
10 received on moneys in the Crow Tribal Trust Account
11 shall be available for distribution to the Crow Tribe, and
12 then only for use for education, land acquisition, economic
13 development, youth and elderly programs and other tribal
14 purposes in accordance with plans and budgets developed
15 by the Crow Tribe and approved by the Secretary; except
16 that, subject to the Secretary's approval, up to 25 percent
17 of the moneys in the Crow Tribal Trust Account at any
18 time may be pledged by the Crow Tribe as security for
19 commercial loans for economic development projects on or
20 near the Crow Indian Reservation. No part of any moneys
21 in the Crow Tribal Trust Account or of the interest earned
22 on moneys in the Crow Tribal Account shall be distributed
23 to members of the Crow Tribe on a per capita basis.

24 (c) INTEREST ADJUSTMENTS.—(1) If and to the ex-
25 tent that any portion of the sums described in section

1 5(e)(4) are appropriated after fiscal year 1994 and the
2 following 9 fiscal years or in lesser amounts than provided
3 in section 5(e)(4), there shall be deposited in the Crow
4 Tribal Trust Fund, subject to appropriations, in addition
5 to the full contributions, adjustments representing the in-
6 terest income, as determined by the Secretary in his sole
7 discretion, that would have been earned on any unpaid
8 amounts had the amounts authorized in section 5(e)(4)
9 been appropriated in full at the beginning of each fiscal
10 year for fiscal years 1994 through 2003.

11 (2) If and to the extent that any portion of the sums
12 described in sections 5(f)(1) and 5(f)(2) are appropriated
13 and deposited in the Crow Tribal Trust Fund more than
14 60 days after the close of the preceding fiscal year or in
15 lesser amounts than provided in those subsections, there
16 shall be deposited in the Crow Tribal Trust Fund, subject
17 to appropriations, in addition to the full contributions, ad-
18 justments representing the interest income, as determined
19 by the Secretary in his sole discretion, that would have
20 been earned on any unpaid amounts had the amounts au-
21 thorized in sections 5(f)(1) and 5(f)(2) been appropriated
22 and deposited in full in a timely manner.

23 **SEC. 7. CROW IRRIGATION PROJECT.**

24 At such time as the settlement contract between the
25 Crow Tribe and the Secretary becomes effective, the au-

1 thority of the Bureau of Reclamation to construct and op-
2 erate the Hardin Bench, Little Horn, Custer Bench,
3 Wyola, Benteen Flat, Battlefield and Crow Irrigation
4 Projects on the Crow Indian Reservation as part of the
5 Pick-Sloan Missouri River Basin Program is revoked; ex-
6 cept that nothing in this Act shall affect the reserved
7 water rights appurtenant to any lands within the Crow
8 Indian Reservation.

9 **SEC. 8. ELIGIBILITY FOR OTHER SERVICES NOT AFFECTED.**

10 No payments pursuant to this Act shall result in the
11 reduction or denial of any Federal services or programs
12 to the Crow Tribe, the Northern Cheyenne Tribe or any
13 of their members, to which they are entitled, or eligible
14 because of their status as federally recognized Indian
15 tribes or members of such tribes. No payments pursuant
16 to this Act shall be subject to Federal or State income
17 tax.

18 **SEC. 9. EXCHANGES OF LAND AND MINERALS.**

19 Subject to the Secretary's approval, the Crow Tribe
20 is authorized to exchange any of the Crow Tribe's land
21 or minerals within the disputed area recognized or ob-
22 tained pursuant to paragraphs (1), (2), and (3) of section
23 5(b), or paragraph (1) of section 5(c) or any of the Crow
24 Tribe's land obtained pursuant to paragraph (2) of section
25 5(c) for other land or minerals of substantially equivalent

1 value within the Crow Indian Reservation. Lands or min-
2 erals received by the tribe in such exchange shall be con-
3 sidered to be vested in the United States in trust for the
4 sole use and benefit of the Crow Tribe and a part of its
5 reservation. Lands and minerals received by a non-Indian
6 in such exchange shall be considered to be owned in fee.

7 **SEC. 10. EFFECTIVENESS CONTRACTS.**

8 The contracts entered into by the Crow Tribe and
9 the Northern Cheyenne Tribe pursuant to this Act provid-
10 ing for the settlement of the 107th Meridian dispute and
11 other issues pertaining to the Crow Indian Reservation
12 shall not take effect until the contracts are approved and
13 executed in accordance with the requirements and proce-
14 dures set forth in each tribe's constitution.

15 **SEC. 11. APPROPRIATIONS AUTHORIZED.**

16 There are authorized to be appropriated such sums
17 as may be required to implement the provisions of this
18 Act.

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