

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 (legislative day, JUNE 30), 1993

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

JULY 14 (legislative day, JUNE 30), 1993

Ordered that, if and when reported by the Committee on Indian Affairs, that the bill then be referred to the Committee on Energy and Natural Resources

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”.

1 **SEC. 2. FINDINGS AND PURPOSE.**

2 (a) PURPOSE.—The purpose of this Act is to settle
3 the dispute created by the Federal Government's erro-
4 neous survey of the eastern boundary of the Crow Indian
5 Reservation and to resolve various other issues pertaining
6 to the Crow Indian Reservation.

7 (b) FINDINGS.—

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

14 (2) Under 1884 and 1900 Executive orders, the
15 western boundary of the Northern Cheyenne Res-
16 ervation was established as the 107th Meridian. The
17 107th Meridian is the common boundary between
18 the Crow and Northern Cheyenne Reservations for
19 approximately 25 miles.

20 (3) From 1889 through 1891, a survey was
21 conducted of the eastern boundary of the Crow Res-
22 ervation. Instead of following the true 107th Merid-
23 ian, the 1891 survey line strayed to the west. As a
24 result of the erroneous survey, approximately 36,164
25 acres were excluded from the Crow Indian Reserva-
26 tion of which approximately 12,964 acres were in-

1 cluded in the Northern Cheyenne Indian Reserva-
2 tion. Vast deposits of low sulphur coal underlie the
3 land excluded from the Crow Indian Reservation in-
4 cluding the land included in the Northern Cheyenne
5 Indian Reservation.

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

21 (5) Following the discovery of the erroneous
22 1891 survey line in the 1950's, bills to resolve the
23 107th Meridian boundary dispute were introduced in
24 Congress in the 1960's and 1970's, but no bill was
25 enacted into law.

1 (6) In 1966, the United States completed con-
2 struction of Yellowtail Dam on the Crow Indian Res-
3 ervation as part of the Pick-Sloan Missouri Basin
4 Program. The Pick-Sloan Missouri Basin Program
5 also included the Hardin Bench Irrigation Unit and
6 other irrigation projects on the Crow Indian Res-
7 ervation which have not yet been constructed.

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

15 **SEC. 3. DEFINITIONS.**

16 For purposes of this Act:

17 (1) The term “Crow Tribe” means the Crow
18 Tribe of Indians, the duly recognized governing body
19 of the Crow Indian Reservation.

20 (2) The term “disputed area” means the land,
21 approximately 36,165 acres, including the minerals,
22 located between the 107th Meridian and the 1891
23 survey line.

1 (3) The term “1891 survey line” means the er-
2 roneous boundary line resulting from the survey of
3 the 107th Meridian which was completed in 1891.

4 (4) The term “Northern Cheyenne Tribe”
5 means the Northern Cheyenne Tribe of Indians, the
6 duly recognized governing body of the Northern
7 Cheyenne Indian Reservation.

8 (5) The term “107th Meridian boundary dis-
9 pute” means the dispute resulting from the disparity
10 between the locations of the 107th Meridian and the
11 1891 survey line.

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

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

1 sion to the west of the northern boundary of the
2 Northern Cheyenne Indian Reservation and on the
3 west by the 1891 survey line.

4 (8) The term “parcel No. 3” means the land,
5 approximately 2,469 acres, including all minerals,
6 within the area bounded on the south by the exten-
7 sion to the west of the northern boundary of the
8 Northern Cheyenne Indian Reservation, on the east
9 by the 107th Meridian, on the north by the northern
10 boundary of the Crow Indian Reservation and on the
11 west by the 1891 survey line.

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

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

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

24 (12) The term “undisposed of land” means sur-
25 face land which has not been conveyed to private

1 parties or to the State of Montana by the United
2 States.

3 (13) The term “undisposed of oil, gas, coal
4 methane or other minerals” means oil, gas, coal
5 methane or other minerals except coal, which have
6 not been conveyed to private parties or to the State
7 of Montana by the United States.

8 **SEC. 4. AUTHORITY TO SETTLE.**

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

14 (b) CONTRACT WITH NORTHERN CHEYENNE
15 TRIBE.—Subject to the terms and conditions of this Act,
16 the Secretary shall enter into a contract with the Northern
17 Cheyenne Tribe to resolve the issues with respect to the
18 property within parcel No. 2.

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

1 **SEC. 5. TERMS AND CONDITIONS OF SETTLEMENT CON-**
2 **TRACTS.**

3 (a) CROW/NORTHERN CHEYENNE SETTLEMENT.—

4 The contracts with the Crow and Northern Cheyenne
5 Tribes referred to in section 4 shall include the following
6 terms and conditions with respect to the property within
7 parcel No. 2:

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

18 (2) With respect to the coal and other minerals
19 within parcel No. 2 except for oil, gas, and coal
20 methane, the boundary between the Crow and
21 Northern Cheyenne Indian Reservations shall be the
22 1891 survey line and the ownership of such minerals
23 shall be vested in the United States in trust for the
24 sole use and benefit of the Northern Cheyenne
25 Tribe.

1 (3) With respect to oil, gas, and coal methane
2 within parcel No. 2, the boundary between the Crow
3 and Northern Cheyenne Indian Reservations shall be
4 the 107th Meridian and the ownership of such oil,
5 gas and coal methane shall be vested in the United
6 States in trust for the sole use and benefit of the
7 Crow Tribe.

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

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

24 (6) A release by the Northern Cheyenne Tribe
25 of all persons and entities, including the United

1 States and the Crow Tribe, for any and all liability
2 arising out of the erroneous survey of the 107th Me-
3 ridian, and a release by the Crow Tribe of all per-
4 sons and entities, including the United States and
5 the Northern Cheyenne Tribe, for any and all liabil-
6 ity arising from the erroneous survey of the 107th
7 Meridian.

8 (b) PROPERTY WITHIN PARCEL NOS. 1, 3 AND 4.—
9 The contract with the Crow Tribe referred to in section
10 4 shall include the following terms and conditions with re-
11 spect to the property within parcel Nos. 1, 3 and 4:

12 (1) Title to the undisposed of coal within parcel
13 No. 1 shall be vested in the United States in trust
14 for the sole use and benefit of the Crow Tribe and
15 such coal shall be recognized as part of the Crow In-
16 dian Reservation.

17 (2) Title to the undisposed of surface lands
18 within parcel Nos. 1, 3 and 4 shall be vested in the
19 United States in trust for the sole use and benefit
20 of the Crow Tribe and such land shall be recognized
21 as part of the Crow Indian Reservation. Notwith-
22 standing the preceding provisions of this paragraph,
23 the State of Montana shall retain the same civil and
24 criminal authority over such lands in Parcel No. 4

1 that it currently has over lands restored to the Tribe
2 under the Act of May 19, 1958, (72 Stat. 121).

3 (3) Title to the undisposed of oil, gas, coal
4 methane or other minerals within parcel Nos. 1, 3
5 and 4 shall be vested in the United States in trust
6 for the sole use and benefit of the Crow Tribe and
7 such minerals shall be recognized as part of the
8 Crow Indian Reservation.

9 (4) A disclaimer and relinquishment by the
10 Crow Tribe of all right, title, claim or interest in all
11 the lands and minerals within parcel Nos. 1, 3 and
12 4, except for the rights, titles and interests recog-
13 nized as beneficially owned by the Crow Tribe in
14 paragraphs (1), (2) and (3).

15 (5) A release by the Crow Tribe of all persons
16 and entities, including the United States, for any
17 and all liability arising from the erroneous survey of
18 the 107th Meridian.

19 (c) EXCHANGE OF PUBLIC LANDS.—As part of the
20 settlement of the 107th Meridian boundary dispute with
21 the Crow Tribe, the contract with the Crow Tribe referred
22 to in section 4 shall include the following land exchange
23 provisions:

24 (1) The Secretary shall negotiate with the State
25 of Montana for the purpose of exchanging public

1 lands within the State of Montana for up to approxi-
2 mately 46,625 acres of State trust lands within the
3 Crow Indian Reservation and the disputed area. The
4 value of the public lands and State trust lands ex-
5 changed pursuant to this provision shall be substan-
6 tially equal. The value of improvements on such
7 lands shall be given due consideration. Lands ex-
8 changed shall be selected so that the financial im-
9 pact on local governments, if any, will be minimized.
10 The Secretary shall provide such financial and other
11 assistance to the State of Montana as may be nec-
12 essary to obtain the appraisals and other adminis-
13 trative requirements necessary to accomplish this ex-
14 change. Upon the approval by the Secretary and the
15 State of Montana of an exchange pursuant to this
16 paragraph, the Secretary is authorized to receive
17 title to such State trust lands involved in the ex-
18 change on behalf of the United States and to trans-
19 fer title to the public lands involved in the exchange
20 to the State of Montana by such means of convey-
21 ance as the Secretary deems appropriate. State trust
22 lands acquired pursuant to the exchange shall be
23 vested in the United States in trust for the sole use
24 and benefit of the Crow Tribe and shall be deemed
25 part of the Crow Indian Reservation.

1 (2) If, for any reason, the exchange for all or
2 any portion of the State trust lands described in
3 paragraph (1) is not completed within 5 years from
4 the date of enactment of this Act, at the request of
5 and in cooperation with the Crow Tribe, the Sec-
6 retary shall develop and implement a program to
7 provide the Crow Tribe with land in an amount suf-
8 ficient to make up the difference between the value
9 of all the State trust lands within the Crow Indian
10 Reservation and the disputed area and the value of
11 any State trust lands exchanged and acquired pursu-
12 ant to paragraph (1). In carrying out this program,
13 the Secretary is authorized to transfer title to public
14 lands within the State of Montana to the Crow Tribe
15 and to exchange public lands within the State of
16 Montana for private lands of substantially equal
17 value within the Crow Indian Reservation. The value
18 of improvements on all such lands shall be given due
19 consideration. Title to the public lands transferred
20 pursuant to this paragraph, other than by exchange,
21 and to the private lands acquired pursuant to this
22 paragraph shall be vested in the United States in
23 trust for the sole use and benefit of the Crow Tribe
24 and shall be deemed part of the Crow Indian Res-
25 ervation. Notwithstanding the preceding provisions

1 of this paragraph, the State of Montana shall retain
2 civil and criminal authority over the surface only of
3 any such lands in the event that any such lands are
4 not contiguous to the existing Crow Reservation,
5 which authority shall not be exclusive.

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

1 the Crow Tribe may determine, subject to the Secretary's
2 approval. Notwithstanding the preceding sentence, the
3 Crow Tribe, may, in its discretion, elect to utilize any por-
4 tion of the power generated at the Yellowtail Afterbay
5 Dam in lieu of receiving the revenues produced by the sale
6 of that power.

7 (e) CROW TRIBAL TRUST FUND.—

8 (1) There is established in the Treasury of the
9 United States a revolving account to be known as
10 the "Crow Tribal Trust Account".

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

16 (3) The Crow Tribal Trust Account shall con-
17 sist of such amounts as are appropriated to it in ac-
18 cordance with the authorizations provided by this
19 Act.

20 (4) As part of the settlement of the 107th
21 Meridian boundary dispute and other issues pertain-
22 ing to the Crow Indian Reservation, in the contract
23 with the Crow Tribe referred to in section 4 of this
24 Act, the Secretary, on behalf of the United States,
25 shall pay, from moneys appropriated pursuant to

1 this Act, into the Crow Tribal Trust Account
2 \$10,000,000 for fiscal year 1994, and each of the
3 next following 9 fiscal years.

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

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

24 (2) Commencing with fiscal year 1994, and
25 each fiscal year thereafter, an amount, which shall

1 be nonreimbursable and nonreturnable, equal to the
2 receipts from all deposits to the United States
3 Treasury for the preceding fiscal year from the sale
4 of power generated at Yellowtail Dam.

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

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

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

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

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

1 **SEC. 7. CROW IRRIGATION PROJECT.**

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

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

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

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

22 Subject to the Secretary's approval, the Crow Tribe
23 is authorized to exchange any of the Crow Tribe's land
24 or minerals within the disputed area recognized or ob-
25 tained pursuant to paragraphs (1), (2), and (3) of section
26 5(b), or paragraph (1) of section 5(c) or any of the Crow

1 Tribe's land obtained pursuant to paragraph (2) of section
2 5(c) for other land or minerals of substantially equivalent
3 value within the Crow Indian Reservation. Lands or min-
4 erals received by the tribe in such exchange shall be con-
5 sidered to be vested in the United States in trust for the
6 sole use and benefit of the Crow Tribe and a part of its
7 reservation. Lands and minerals received by a non-Indian
8 in such exchange shall be considered to be owned in fee.

9 **SEC. 10. EFFECTIVENESS CONTRACTS.**

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

17 **SEC. 11. APPROPRIATIONS AUTHORIZED.**

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

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