

107TH CONGRESS  
1ST SESSION

# S. 1389

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## AN ACT

To provide for the conveyance of certain real property in South Dakota to the State of South Dakota with indemnification by the United States Government, and for other purposes.

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

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Homestake Mine Con-  
5 veyance Act of 2001”.

1 **SEC. 2. FINDINGS.**

2 Congress finds that—

3 (1) the United States is among the leading na-  
4 tions in the world in conducting basic scientific re-  
5 search;

6 (2) that leadership position strengthens the  
7 economy and national defense of the United States  
8 and provides other important benefits;

9 (3) the Homestake Mine in Lead, South Da-  
10 kota, owned by the Homestake Mining Company of  
11 California, is approximately 8,000 feet deep and is  
12 situated in a unique physical setting that is ideal for  
13 carrying out certain types of particle physics and  
14 other research;

15 (4) the Mine has been selected by the National  
16 Underground Science Laboratory Committee, an  
17 independent panel of distinguished scientists, as the  
18 preferred site for the construction of the National  
19 Underground Science Laboratory;

20 (5) such a laboratory would be used to conduct  
21 scientific research that would be funded and recog-  
22 nized as significant by the United States;

23 (6) the establishment of the laboratory is in the  
24 national interest, and would substantially improve  
25 the capability of the United States to conduct impor-  
26 tant scientific research;

1           (7) for economic reasons, Homestake intends to  
2           cease operations at the Mine in 2001;

3           (8) on cessation of operations of the Mine,  
4           Homestake intends to implement reclamation actions  
5           that would preclude the establishment of a labora-  
6           tory at the Mine;

7           (9) Homestake has advised the State that, after  
8           cessation of operations at the Mine, instead of clos-  
9           ing the entire Mine, Homestake is willing to donate  
10          the underground portion of the Mine and certain  
11          other real and personal property of substantial value  
12          at the Mine for use as the National Underground  
13          Science Laboratory;

14          (10) use of the Mine as the site for the labora-  
15          tory, instead of other locations under consideration,  
16          would result in a savings of millions of dollars for  
17          the Federal Government;

18          (11) if the Mine is selected as the site for the  
19          laboratory, it is essential that closure of the Mine  
20          not preclude the location of the laboratory at the  
21          Mine;

22          (12) Homestake is unwilling to donate, and the  
23          State is unwilling to accept, the property at the  
24          Mine for the laboratory if Homestake and the State

1 would continue to have potential liability with re-  
 2 spect to the transferred property; and

3 (13) to secure the use of the Mine as the loca-  
 4 tion for the laboratory, and to realize the benefits of  
 5 the proposed laboratory, it is necessary for the  
 6 United States to—

7 (A) assume a portion of any potential fu-  
 8 ture liability of Homestake concerning the  
 9 Mine; and

10 (B) address potential liability associated  
 11 with the operation of the laboratory.

12 **SEC. 3. DEFINITIONS.**

13 In this Act:

14 (1) ADMINISTRATOR.—The term “Adminis-  
 15 trator” means the Administrator of the Environ-  
 16 mental Protection Agency.

17 (2) AFFILIATE.—

18 (A) IN GENERAL.—The term “affiliate”  
 19 means any corporation or other person that  
 20 controls, is controlled by, or is under common  
 21 control with Homestake.

22 (B) INCLUSIONS.—The term “affiliate” in-  
 23 cludes a director, officer, or employee of an af-  
 24 filiate.

1           (3) CONVEYANCE.—The term “conveyance”  
2 means the conveyance of the Mine to the State  
3 under section 4(a).

4           (4) FUND.—The term “Fund” means the Envi-  
5 ronment and Project Trust Fund established under  
6 section 8.

7           (5) HOMESTAKE.—

8               (A) IN GENERAL.—The term “Homestake”  
9 means the Homestake Mining Company of Cali-  
10 fornia, a California corporation.

11               (B) INCLUSION.—The term “Homestake”  
12 includes—

13                   (i) a director, officer, or employee of  
14 Homestake;

15                   (ii) an affiliate of Homestake; and

16                   (iii) any successor of Homestake or  
17 successor to the interest of Homestake in  
18 the Mine.

19           (6) INDEPENDENT ENTITY.—The term “inde-  
20 pendent entity” means an independent entity se-  
21 lected jointly by Homestake, the South Dakota De-  
22 partment of Environment and Natural Resources,  
23 and the Administrator—

24                   (A) to conduct a due diligence inspection  
25 under section 4(b)(2)(A); and

1 (B) to determine the fair value of the Mine  
2 under section 5(a).

3 (7) INDIAN TRIBE.—The term “Indian tribe”  
4 has the meaning given the term in section 4 of the  
5 Indian Self-Determination and Education Assistance  
6 Act (25 U.S.C. 450b).

7 (8) LABORATORY.—

8 (A) IN GENERAL.—The term “laboratory”  
9 means the national underground science labora-  
10 tory proposed to be established at the Mine  
11 after the conveyance.

12 (B) INCLUSION.—The term “laboratory”  
13 includes operating and support facilities of the  
14 laboratory.

15 (9) MINE.—

16 (A) IN GENERAL.—The term “Mine”  
17 means the portion of the Homestake Mine in  
18 Lawrence County, South Dakota, proposed to  
19 be conveyed to the State for the establishment  
20 and operation of the laboratory.

21 (B) INCLUSIONS.—The term “Mine”  
22 includes—

23 (i) real property, mineral and oil and  
24 gas rights, shafts, tunnels, structures,  
25 backfill, broken rock, fixtures, facilities,

1 and personal property to be conveyed for  
 2 establishment and operation of the labora-  
 3 tory, as agreed upon by Homestake and  
 4 the State; and

5 (ii) any water that flows into the Mine  
 6 from any source.

7 (C) EXCLUSIONS.—The term “Mine” does  
 8 not include—

9 (i) the feature known as the “Open  
 10 Cut”;

11 (ii) any tailings or tailings storage fa-  
 12 cility (other than backfill in the portion of  
 13 the Mine described in subparagraph (A));  
 14 or

15 (iii) any waste rock or any site used  
 16 for the dumping of waste rock (other than  
 17 broken rock in the portion of the Mine de-  
 18 scribed in subparagraph (A)).

19 (10) PERSON.—The term “person” means—

20 (A) an individual;

21 (B) a trust, firm, joint stock company, cor-  
 22 poration (including a government corporation),  
 23 partnership, association, limited liability com-  
 24 pany, or any other type of business entity;

1 (C) a State or political subdivision of a  
2 State;

3 (D) a foreign governmental entity;

4 (E) an Indian tribe; and

5 (F) any department, agency, or instrumen-  
6 tality of the United States.

7 (11) PROJECT SPONSOR.—The term “project  
8 sponsor” means an entity that manages or pays the  
9 costs of 1 or more projects that are carried out or  
10 proposed to be carried out at the laboratory.

11 (12) SCIENTIFIC ADVISORY BOARD.—The term  
12 “Scientific Advisory Board” means the entity des-  
13 ignated in the management plan of the laboratory to  
14 provide scientific oversight for the operation of the  
15 laboratory.

16 (13) STATE.—

17 (A) IN GENERAL.—The term “State”  
18 means the State of South Dakota.

19 (B) INCLUSIONS.—The term “State” in-  
20 cludes an institution, agency, officer, or em-  
21 ployee of the State.

22 **SEC. 4. CONVEYANCE OF REAL PROPERTY.**

23 (a) IN GENERAL.—

24 (1) DELIVERY OF DOCUMENTS.—Subject to  
25 paragraph (2) and subsection (b) and notwith-

1 standing any other provision of law, on the execution  
2 and delivery by Homestake of 1 or more quit-claim  
3 deeds or bills of sale conveying to the State all right,  
4 title, and interest of Homestake in and to the Mine,  
5 title to the Mine shall pass from Homestake to the  
6 State.

7 (2) CONDITION OF MINE ON CONVEYANCE.—  
8 The Mine shall be conveyed as is, with no represen-  
9 tations as to the condition of the property.

10 (b) REQUIREMENTS FOR CONVEYANCE.—

11 (1) IN GENERAL.—As a condition precedent of  
12 conveyance and of the assumption of liability by the  
13 United States in accordance with this Act, the Ad-  
14 ministrator shall accept the final report of the inde-  
15 pendent entity under paragraph (3).

16 (2) DUE DILIGENCE INSPECTION.—

17 (A) IN GENERAL.—As a condition prece-  
18 dent of conveyance and of Federal participation  
19 described in this Act, Homestake shall permit  
20 an independent entity to conduct a due dili-  
21 gence inspection of the Mine to determine  
22 whether any condition of the Mine may pose an  
23 imminent and substantial threat to human  
24 health or the environment.

1 (B) CONSULTATION.—As a condition  
2 precedent of the conduct of a due diligence in-  
3 spection, Homestake, the South Dakota Depart-  
4 ment of Environment and Natural Resources,  
5 the Administrator, and the independent entity  
6 shall consult and agree upon the methodology  
7 and standards to be used, and other factors to  
8 be considered, by the independent entity in—

9 (i) the conduct of the due diligence in-  
10 spection;

11 (ii) the scope of the due diligence in-  
12 spection; and

13 (iii) the time and duration of the due  
14 diligence inspection.

15 (3) REPORT TO THE ADMINISTRATOR.—

16 (A) IN GENERAL.—The independent entity  
17 shall submit to the Administrator a report  
18 that—

19 (i) describes the results of the due  
20 diligence inspection under paragraph (2);  
21 and

22 (ii) identifies any condition of or in  
23 the Mine that may pose an imminent and  
24 substantial threat to human health or the  
25 environment.

1 (B) PROCEDURE.—

2 (i) DRAFT REPORT.—Before finalizing  
3 the report under this paragraph, the inde-  
4 pendent entity shall—

5 (I) issue a draft report;

6 (II) submit to the Administrator,  
7 Homestake, and the State a copy of  
8 the draft report;

9 (III) issue a public notice re-  
10 questing comments on the draft re-  
11 port that requires all such comments  
12 to be filed not later than 45 days  
13 after issuance of the public notice;  
14 and

15 (IV) during that 45-day public  
16 comment period, conduct at least 1  
17 public hearing in Lead, South Dakota,  
18 to receive comments on the draft re-  
19 port.

20 (ii) FINAL REPORT.—In the final re-  
21 port submitted to the Administrator under  
22 this paragraph, the independent entity  
23 shall respond to, and incorporate necessary  
24 changes suggested by, the comments re-  
25 ceived on the draft report.

1           (4) REVIEW AND APPROVAL BY ADMINIS-  
2 TRATOR.—

3           (A) IN GENERAL.—Not later than 60 days  
4 after receiving the final report under paragraph  
5 (3), the Administrator shall—

6           (i) review the report; and

7           (ii) notify the State in writing of ac-  
8 ceptance or rejection of the final report.

9           (B) CONDITIONS FOR REJECTION.—The  
10 Administrator may reject the final report only  
11 if the Administrator identifies 1 or more condi-  
12 tions of the Mine that—

13           (i) may pose an imminent and sub-  
14 stantial threat to human health or the en-  
15 vironment, as determined by the Adminis-  
16 trator; and

17           (ii) require response action to correct  
18 each condition that may pose an imminent  
19 and substantial threat to human health or  
20 the environment identified under clause (i)  
21 before conveyance and assumption by the  
22 Federal Government of liability concerning  
23 the Mine under this Act.

24           (C) RESPONSE ACTIONS AND CERTIFI-  
25 CATION.—

1 (i) RESPONSE ACTIONS.—

2 (I) IN GENERAL.—If the Admin-  
3 istrator rejects the final report,  
4 Homestake may carry out or bear the  
5 cost of, or permit the State or another  
6 person to carry out or bear the cost  
7 of, such response actions as are nec-  
8 essary to correct any condition identi-  
9 fied by the Administrator under sub-  
10 paragraph (B)(i) that may pose an  
11 imminent and substantial threat to  
12 human health or the environment.

13 (II) LONG-TERM RESPONSE AC-  
14 TIONS.—

15 (aa) IN GENERAL.—In a  
16 case in which the Administrator  
17 determines that a condition iden-  
18 tified by the Administrator under  
19 subparagraph (B)(i) requires  
20 continuing response action, or re-  
21 sponse action that can be com-  
22 pleted only as part of the final  
23 closure of the laboratory, it shall  
24 be a condition of conveyance that  
25 Homestake, the State, or another

1 person deposit into the Fund  
2 such amount as is estimated by  
3 the independent entity, on a net  
4 present value basis and after tak-  
5 ing into account estimated inter-  
6 est on that basis, to be sufficient  
7 to pay the costs of the long-term  
8 response action or the response  
9 action that will be completed as  
10 part of the final closure of the  
11 laboratory.

12 (bb) LIMITATION ON USE OF  
13 FUNDS.—None of the funds de-  
14 posited into the Fund under item  
15 (aa) shall be expended for any  
16 purpose other than to pay the  
17 costs of the long-term response  
18 action, or the response action  
19 that will be completed as part of  
20 the final closure of the Mine,  
21 identified under that item.

22 (ii) CONTRIBUTION BY HOMESTAKE.—  
23 The total amount that Homestake may ex-  
24 pend, pay, or deposit into the Fund under

1 subclauses (I) and (II) of clause (i) shall  
2 not exceed—

3 (I) \$75,000,000; less

4 (II) the fair value of the Mine as  
5 determined under section 5(a).

6 (iii) CERTIFICATION.—

7 (I) IN GENERAL.—After any re-  
8 sponse actions described in clause  
9 (i)(I) are carried out and any required  
10 funds are deposited under clause  
11 (i)(II), the independent entity may  
12 certify to the Administrator that the  
13 conditions for rejection identified by  
14 the Administrator under subpara-  
15 graph (B) have been corrected.

16 (II) ACCEPTANCE OR REJECTION  
17 OF CERTIFICATION.—Not later than  
18 60 days after an independent entity  
19 makes a certification under subclause  
20 (I), the Administrator shall accept or  
21 reject the certification.

22 (c) REVIEW OF CONVEYANCE.—For the purposes of  
23 the conveyance, the requirements of this section shall be  
24 considered to be sufficient to meet any requirement of the

1 National Environmental Policy Act of 1969 (42 U.S.C.  
2 4321 et seq.).

3 **SEC. 5. ASSESSMENT OF PROPERTY.**

4 (a) VALUATION OF PROPERTY.—The independent en-  
5 tity shall assess the fair value of the Mine.

6 (b) FAIR VALUE.—For the purposes of this section,  
7 the fair value of the Mine shall include the estimated cost,  
8 as determined by the independent entity under subsection  
9 (a), of replacing the shafts, winzes, hoists, tunnels, ventila-  
10 tion system, and other equipment and improvements at  
11 the Mine that are expected to be used at, or that will be  
12 useful to, the laboratory.

13 (c) REPORT.—Not later than the date on which each  
14 report developed in accordance with section 4(b)(3) is sub-  
15 mitted to the Administrator, the independent entity de-  
16 scribed in subsection (a) shall submit to the State a report  
17 that identifies the fair value assessed under subsection (a).

18 **SEC. 6. LIABILITY.**

19 (a) ASSUMPTION OF LIABILITY.—

20 (1) IN GENERAL.—Subject to paragraph (2),  
21 notwithstanding any other provision of law, on com-  
22 pletion of the conveyance in accordance with this  
23 Act, the United States shall assume any and all li-  
24 ability relating to the Mine and laboratory, including  
25 liability for—

- 1 (A) damages;
- 2 (B) reclamation;
- 3 (C) the costs of response to any hazardous  
4 substance (as defined in section 101 of the  
5 Comprehensive Environmental Response, Com-  
6 pensation, and Liability Act of 1980 (42 U.S.C.  
7 9601)), contaminant, or other material on,  
8 under, or relating to the Mine and laboratory;  
9 and
- 10 (D) closure of the Mine and laboratory.

11 (2) CLAIMS AGAINST UNITED STATES.—In the  
12 case of any claim brought against the United States,  
13 the United States shall be liable for response costs  
14 under paragraph (1)(C) only to the extent that an  
15 award of response costs is made in a civil action  
16 brought under—

- 17 (A) the Federal Water Pollution Control  
18 Act (33 U.S.C. 1251 et seq.);
- 19 (B) the Solid Waste Disposal Act (42  
20 U.S.C. 6901 et seq.);
- 21 (C) the Comprehensive Environmental Re-  
22 sponse, Compensation, and Liability Act of  
23 1980 (42 U.S.C. 9601 et seq.); or

1           (D) any other applicable Federal environ-  
2           mental law, as determined by the Adminis-  
3           trator.

4           (b) LIABILITY PROTECTION.—On completion of the  
5           conveyance, neither Homestake nor the State shall be lia-  
6           ble to any person or the United States for injuries, costs,  
7           injunctive relief, reclamation, damages (including damages  
8           to natural resources or the environment), or expenses, or  
9           liable under any other claim (including claims for indem-  
10          nification or contribution, claims by third parties for  
11          death, personal injury, illness, or loss of or damage to  
12          property, or claims for economic loss), under any law (in-  
13          cluding a regulation) for any claim arising out of or in  
14          connection with contamination, pollution, or other condi-  
15          tion, use, or closure of the Mine and laboratory, regardless  
16          of when a condition giving rise to the liability originated  
17          or was discovered.

18          (c) INDEMNIFICATION.—Notwithstanding any other  
19          provision of law, on completion of the conveyance in ac-  
20          cordance with this Act, the United States shall indemnify,  
21          defend, and hold harmless Homestake and the State from  
22          and against—

23                 (1) any and all liabilities and claims described  
24                 in subsection (a), without regard to any limitation  
25                 under subsection (a)(2); and

1           (2) any and all liabilities and claims described  
2           in subsection (b).

3           (d) WAIVER OF SOVEREIGN IMMUNITY.—For the  
4 purposes of this Act, the United States waives any claim  
5 to sovereign immunity.

6           (e) TIMING FOR ASSUMPTION OF LIABILITY.—If the  
7 conveyance is effectuated by more than 1 legal trans-  
8 action, the assumption of liability, liability protection, in-  
9 demnification, and waiver of sovereign immunity provided  
10 for under this section shall apply to each legal transaction,  
11 as of the date on which the transaction is completed and  
12 with respect to such portion of the Mine as is conveyed  
13 under that transaction.

14          (f) EXCEPTIONS FOR HOMESTAKE CLAIMS.—Noth-  
15 ing in this section constitutes an assumption of liability  
16 by the United States, or relief of liability of Homestake,  
17 for—

18           (1) any unemployment, worker’s compensation,  
19           or other employment-related claim or cause of action  
20           of an employee of Homestake that arose before the  
21           date of conveyance;

22           (2) any claim or cause of action that arose be-  
23           fore the date of conveyance, other than an environ-  
24           mental claim or a claim concerning natural re-  
25           sources;

1           (3) any violation of any provision of criminal  
2 law; or

3           (4) any claim, injury, damage, liability, or rec-  
4 lamation or cleanup obligation with respect to any  
5 property or asset that is not conveyed under this  
6 Act, except to the extent that any such claim, injury,  
7 damage, liability, or reclamation or cleanup obliga-  
8 tion arises out of the continued existence or use of  
9 the Mine subsequent to the date of conveyance.

10 **SEC. 7. INSURANCE COVERAGE.**

11       (a) **PROPERTY AND LIABILITY INSURANCE.**—

12           (1) **IN GENERAL.**—To the extent property and  
13 liability insurance is available and subject to the re-  
14 quirements described in paragraph (2), the State  
15 shall purchase property and liability insurance for  
16 the Mine and the operation of the laboratory to pro-  
17 vide coverage against the liability described in sub-  
18 sections (a) and (b) of section 6.

19           (2) **REQUIREMENTS.**—The requirements re-  
20 ferred to in paragraph (1) are the following:

21           (A) **TERMS OF INSURANCE.**—In deter-  
22 mining the type, extent of coverage, and policy  
23 limits of insurance purchased under this sub-  
24 section, the State shall—

1 (i) periodically consult with the Ad-  
2 ministrator and the Scientific Advisory  
3 Board; and

4 (ii) consider certain factors,  
5 including—

6 (I) the nature of the projects and  
7 experiments being conducted in the  
8 laboratory;

9 (II) the availability and cost of  
10 commercial insurance; and

11 (III) the amount of funding  
12 available to purchase commercial in-  
13 surance.

14 (B) ADDITIONAL TERMS.—The insurance  
15 purchased by the State under this subsection  
16 may provide coverage that is—

17 (i) secondary to the insurance pur-  
18 chased by project sponsors; and

19 (ii) in excess of amounts available in  
20 the Fund to pay any claim.

21 (3) FINANCING OF INSURANCE PURCHASE.—

22 (A) IN GENERAL.—Subject to section 8,  
23 the State may finance the purchase of insur-  
24 ance required under this subsection by using—

1 (i) funds made available from the  
2 Fund; and

3 (ii) such other funds as are received  
4 by the State for the purchase of insurance  
5 for the Mine and laboratory.

6 (B) NO REQUIREMENT TO USE STATE  
7 FUNDS.—Nothing in this Act requires the State  
8 to use State funds to purchase insurance re-  
9 quired under this subsection.

10 (4) ADDITIONAL INSURED.—Any insurance pur-  
11 chased by the State under this subsection shall—

12 (A) name the United States as an addi-  
13 tional insured; or

14 (B) otherwise provide that the United  
15 States is a beneficiary of the insurance policy  
16 having the primary right to enforce all rights of  
17 the United States under the policy.

18 (5) TERMINATION OF OBLIGATION TO PUR-  
19 CHASE INSURANCE.—The obligation of the State to  
20 purchase insurance under this subsection shall ter-  
21minate on the date on which—

22 (A) the Mine ceases to be used as a labora-  
23 tory; or

1           (B) sufficient funding ceases to be avail-  
2           able for the operation and maintenance of the  
3           Mine or laboratory.

4           (b) PROJECT INSURANCE.—

5           (1) IN GENERAL.—The State, in consultation  
6           with the Administrator and the Scientific Advisory  
7           Board, may require, as a condition of approval of a  
8           project for the laboratory, that a project sponsor  
9           provide property and liability insurance or other ap-  
10          plicable coverage for potential liability associated  
11          with the project described in subsections (a) and (b)  
12          of section 6.

13          (2) ADDITIONAL INSURED.—Any insurance ob-  
14          tained by the project sponsor under this section  
15          shall—

16                (A) name the State and the United States  
17                as additional insureds; or

18                (B) otherwise provide that the State and  
19                the United States are beneficiaries of the insur-  
20                ance policy having the primary right to enforce  
21                all rights under the policy.

22          (c) STATE INSURANCE.—

23                (1) IN GENERAL.—To the extent required by  
24                State law, the State shall purchase, with respect to  
25                the operation of the Mine and the laboratory—

1                   (A) unemployment compensation insur-  
2                   ance; and

3                   (B) worker's compensation insurance.

4                   (2) PROHIBITION ON USE OF FUNDS FROM  
5                   FUND.—A State shall not use funds from the Fund  
6                   to carry out paragraph (1).

7 **SEC. 8. ENVIRONMENT AND PROJECT TRUST FUND.**

8                   (a) ESTABLISHMENT.—On completion of the convey-  
9                   ance, the State shall establish, in an interest-bearing ac-  
10                  count at an accredited financial institution located within  
11                  the State, the Environment and Project Trust Fund.

12                  (b) AMOUNTS.—The Fund shall consist of—

13                   (1) an annual deposit from the operation and  
14                   maintenance funding provided for the laboratory in  
15                   an amount to be determined—

16                   (A) by the State, in consultation with the  
17                   Administrator and the Scientific Advisory  
18                   Board; and

19                   (B) after taking into consideration—

20                   (i) the nature of the projects and ex-  
21                   periments being conducted at the labora-  
22                   tory;

23                   (ii) available amounts in the Fund;

1 (iii) any pending costs or claims that  
2 may be required to be paid out of the  
3 Fund; and

4 (iv) the amount of funding required  
5 for future actions associated with the clo-  
6 sure of the facility;

7 (2) an amount determined by the State, in con-  
8 sultation with the Administrator and the Scientific  
9 Advisory Board, and to be paid by the appropriate  
10 project sponsor, for each project to be conducted,  
11 which amount—

12 (A) shall be used to pay—

13 (i) costs incurred in removing from  
14 the Mine or laboratory equipment or other  
15 materials related to the project;

16 (ii) claims arising out of or in connec-  
17 tion with the project; and

18 (iii) if any portion of the amount re-  
19 mains after paying the expenses described  
20 in clauses (i) and (ii), other costs described  
21 in subsection (c); and

22 (B) may, at the discretion of the State, be  
23 assessed—

24 (i) annually; or

1 (ii) in a lump sum as a prerequisite to  
2 the approval of the project;

3 (3) interest earned on amounts in the Fund,  
4 which amount of interest shall be used only for a  
5 purpose described in subsection (c); and

6 (4) all other funds received and designated by  
7 the State for deposit in the Fund.

8 (c) EXPENDITURES FROM FUND.—Amounts in the  
9 Fund shall be used only for the purposes of funding—

10 (1) waste and hazardous substance removal or  
11 remediation, or other environmental cleanup at the  
12 Mine;

13 (2) removal of equipment and material no  
14 longer used, or necessary for use, in conjunction  
15 with a project conducted at the laboratory;

16 (3) a claim arising out of or in connection with  
17 the conducting of such a project;

18 (4) purchases of insurance by the State as re-  
19 quired under section 7;

20 (5) payments for and other costs relating to li-  
21 ability described in section 6; and

22 (6) closure of the Mine and laboratory.

23 (d) FEDERAL PAYMENTS FROM FUND.—The United  
24 States—

1           (1) to the extent the United States assumes li-  
2           ability under section 6—

3                   (A) shall be a beneficiary of the Fund; and

4                   (B) may direct that amounts in the Fund  
5           be applied to pay amounts and costs described  
6           in this section; and

7           (2) may take action to enforce the right of the  
8           United States to receive 1 or more payments from  
9           the Fund.

10          (e) **NO REQUIREMENT OF DEPOSIT OF PUBLIC**  
11 **FUNDS.**—Nothing in this section requires the State to de-  
12 posit State funds as a condition of the assumption by the  
13 United States of liability, or the relief of the State or  
14 Homestake from liability, under section 6.

15 **SEC. 9. WASTE ROCK MIXING.**

16          After completion of the conveyance, the State shall  
17 obtain the approval of the Administrator before disposing  
18 of any material quantity of laboratory waste rock if—

19                   (1) the disposal site is on land not conveyed  
20           under this Act; and

21                   (2) the State determines that the disposal could  
22           result in commingling of laboratory waste rock with  
23           waste rock disposed of by Homestake before the date  
24           of conveyance.

1 **SEC. 10. REQUIREMENTS FOR OPERATION OF LABORA-**  
2 **TORY.**

3 After the conveyance, nothing in this Act exempts the  
4 laboratory from compliance with any law (including a Fed-  
5 eral environmental law).

6 **SEC. 11. CONTINGENCY.**

7 This Act shall be effective contingent on the selection,  
8 by the National Science Foundation, of the Mine as the  
9 site for the laboratory.

10 **SEC. 12. OBLIGATION IN THE EVENT OF NONCONVEYANCE.**

11 If the conveyance under this Act does not occur, any  
12 obligation of Homestake relating to the Mine shall be lim-  
13 ited to such reclamation or remediation as is required  
14 under any applicable law other than this Act.

15 **SEC. 13. PAYMENT AND REIMBURSEMENT OF COSTS.**

16 The United States may seek payment—

17 (1) from the Fund, under section 8(d), to pay  
18 or reimburse the United States for amounts payable  
19 or liabilities incurred under this Act; and

20 (2) from available insurance, to pay or reim-  
21 burse the United States and the Fund for amounts  
22 payable or liabilities incurred under this Act.

23 **SEC. 14. AUTHORIZATION OF APPROPRIATIONS.**

24 There are authorized to be appropriated such sums  
25 as are necessary to carry out this Act.

1 **SEC. 15. TANF BONUSES TO REWARD DECREASE IN ILLE-**  
2 **GITIMACY RATIO.**

3 (a) RESCISSION.—Effective on the date of enactment  
4 of this Act, \$100,000,000 of the amount appropriated  
5 under subparagraph (D) of section 403(a)(2) of the Social  
6 Security Act (42 U.S.C. 603(a)(2)) is rescinded.

7 (b) BUDGET SCORING.—Notwithstanding section  
8 257(b)(2) of the Balanced Budget and Emergency Deficit  
9 Control Act of 1985 (2 U.S.C. 907(b)(2)), the Director  
10 of the Congressional Budget Office and the Director of  
11 the Office of Management and Budget shall project the  
12 baseline assumption with respect to the amount of bonus  
13 grants that shall be made under section 403(a)(2) of the  
14 Social Security Act (42 U.S.C. 603(a)(2)) for fiscal year  
15 2003 and each fiscal year thereafter without regard to the  
16 amount rescinded under subsection (a).

Passed the Senate November 15, 2001.

Attest:

*Secretary.*

107TH CONGRESS  
1ST SESSION

**S. 1389**

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**AN ACT**

To provide for the conveyance of certain real property in South Dakota to the State of South Dakota with indemnification by the United States Government, and for other purposes.