

103^D CONGRESS
1ST SESSION

H. R. 2853

To amend the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (Superfund) to establish a public-private partnership demonstration project for the cleanup of groundwater pollution in the San Gabriel Basin.

IN THE HOUSE OF REPRESENTATIVES

AUGUST 4, 1993

Mr. TORRES (for himself, Mr. BECERRA, Mr. BERMAN, Mr. BEILENSON, Mr. BROWN of California, Mr. CALVERT, Mr. CUNNINGHAM, Mr. DELLUMS, Mr. DIXON, Mr. DOOLEY, Mr. DOOLITTLE, Mr. DORNAN, Mr. DREIER, Mr. EDWARDS of California, Ms. ESHOO, Mr. FARR of California, Mr. FAZIO, Mr. FILNER, Mr. GALLEGLY, Mr. HAMBURG, Ms. HARMAN, Mr. HORN, Mr. HUFFINGTON, Mr. HUNTER, Mr. KIM, Mr. LANTOS, Mr. LEHMAN, Mr. LEWIS of California, Mr. MARTINEZ, Mr. MATSUI, Mr. McCANDLESS, Mr. MILLER of California, Mr. MINETA, Mr. MOORHEAD, Mr. PACKARD, Ms. PELOSI, Mr. ROHRABACHER, Ms. ROYBAL-ALLARD, Ms. SCHENK, Mr. STARK, Mr. THOMAS of California, Ms. WATERS, and Ms. WOOLSEY) introduced the following bill; which was referred jointly to the Committees on Energy and Commerce and Public Works and Transportation

A BILL

To amend the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (Superfund) to establish a public-private partnership demonstration project for the cleanup of groundwater pollution in the San Gabriel Basin.

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

1 **SECTION 1. SHORT TITLE.**

2 This Act may be cited as the “San Gabriel Basin
3 Demonstration Project Act”.

4 **SEC. 2. FINDINGS.**

5 The Congress finds the following:

6 (1) The San Gabriel Basin presents a unique
7 set of environmental problems.

8 (2) The San Gabriel Valley is an area of 195
9 square miles located approximately 10 to 20 miles
10 northeast of downtown Los Angeles in Los Angeles
11 County. It is the home of 1,000,000 to 1,500,000
12 people who rely on the groundwater of the San
13 Gabriel Basin for their primary drinking water.

14 (3) The San Gabriel Basin is the most heavily
15 contaminated potable groundwater basin in the
16 United States.

17 (4) The groundwater in the San Gabriel Basin
18 is heavily contaminated with toxic volatile organic
19 compounds (VOCs) including trichloroethylene
20 (TCE), perchloroethylene (PCE), and carbon tetra-
21 chloride (CTC). The contamination levels vary
22 throughout the Valley.

23 (5) Four separate areas of contamination in the
24 San Gabriel Basin are listed on the National Prior-
25 ity List (NPL) of Superfund. The areas where the

1 VOC contamination exceeds drinking water stand-
2 ards covers approximately 30 to 40 square miles.

3 (6) The VOCs in the San Gabriel Basin have
4 been generated by hundreds of commercial and in-
5 dustrial facilities scattered throughout the San
6 Gabriel Valley, over a period of more than 30 years.

7 (7) The San Gabriel Basin is also heavily con-
8 taminated with nitrates as a result of hundreds of
9 years of agriculture and ranching in the Valley as
10 well as from industrial and residential septic sys-
11 tems.

12 (8) Once contaminated, groundwater is very dif-
13 ficult to clean up.

14 (9) A plume of polluted groundwater will mi-
15 grate and spread contaminants wherever it flows.
16 The many areas of groundwater contamination
17 throughout the San Gabriel Basin move at different
18 rates and in different directions, depending on the
19 density of the contaminants, the character of the aq-
20 uifer, and the local flow patterns. In the San Gabriel
21 Basin, flow patterns may be changing directions due
22 to fluctuating pumping rates throughout the Basin
23 and other factors.

1 (10) Complicating the cleanup in the San
2 Gabriel Basin is the fact that 45 different water
3 purveyors take water from the basin.

4 (11) Because the groundwater flows under hun-
5 dreds of different facilities, apportioning responsibil-
6 ity could be very complicated and could ultimately be
7 a very litigious process.

8 (12) There are approximately 275 public water
9 supply wells in the San Gabriel Basin. Eighty wells
10 have contamination levels exceeding current Federal
11 drinking water standards. Some of these wells have
12 been abandoned and replaced with new wells in clean
13 areas. In other contaminated wells, pumping contin-
14 ues but the groundwater is blended with clean water
15 so that distributed water meets the drinking water
16 standards.

17 (13) The San Gabriel Basin presents a unique
18 opportunity for the community to solve a difficult
19 problem, by working together with the Federal Gov-
20 ernment in a public-private partnership.

21 **SEC. 3. SAN GABRIEL BASIN DEMONSTRATION PROJECT.**

22 Title I of the Comprehensive Environmental Re-
23 sponse, Compensation, and Liability Act of 1980
24 (Superfund) is amended by adding at the end the following
25 new section:

1 **“SEC. 127. SAN GABRIEL BASIN DEMONSTRATION PROJECT.**

2 “(a) TREATMENT OF WATER.—(1) As promptly as
3 practicable after the date of enactment of this section but
4 not later than 6 months after such date, the Administrator
5 shall enter into one or more cooperative agreements or
6 contracts with the San Gabriel Basin Water Quality Au-
7 thority, or a successor public agency, (hereinafter in this
8 Act referred to as the ‘Authority’) to provide water treat-
9 ment to remove volatile organic compounds from the
10 groundwater in the San Gabriel Basin. In the case of the
11 projects described in paragraph (3)(B), the contracts or
12 cooperative agreements shall also include the Water Re-
13 plenishment District of Southern California and the
14 Central Basin Municipal Water District. Implementation
15 of such contracts or cooperative agreements shall be con-
16 tingent upon a determination by the Administrator that
17 the preconditions of subsection (b) have been met.

18 “(2) The Authority may contract with other public
19 agencies to provide water treatment services or facilities
20 or related services and facilities, subject to approval by
21 the Administrator and pursuant to the decision rendered
22 in Los Angeles Superior Court Case #924128, Upper San
23 Gabriel Valley Municipal Water District v. City of Alham-
24 bra, et al.

25 “(3) Contracts or cooperative agreements under this
26 subsection shall be consistent, insofar as possible, with the

1 April 17, 1990 draft Basin-Wide Technical Plan prepared
2 by the Administrator, and shall include but not be limited
3 to the following elements:

4 “(A) BALDWIN PARK.—Proposed capital ex-
5 penditures in the vicinity of Baldwin Park over the
6 next 10 years, including \$4,500,000 for monitoring
7 wells, \$14,500,000 for up to 7 wellhead treatment
8 plants, and \$136,000,000 for a conjunctive-use plant
9 designed to clean up the Basin and at the same time
10 allow utilization of the basin as a storage facility
11 which will increase reliability of water supplies in
12 Southern California. Such expenditures shall include
13 a water supply component jointly funded by the Met-
14 ropolitan Water District of Southern California and
15 the Bureau of Reclamation (as authorized by Public
16 Law 102–579), and a VOC clean-up component
17 funded by the Project. Proposed operating costs for
18 these projects will increase gradually to about
19 \$32,000,000 per year at the end of the 10-year
20 period.

21 “(B) WHITTIER NARROWS.—Proposed capital
22 expenditures, including \$1,000,000 for engineering
23 assessment, \$3,000,000 for monitoring wells,
24 \$11,500,000 for wellhead projects, and \$20,000,000
25 for regional treatment plants to prevent contami-

1 nated groundwater from moving from the San Ga-
2 briel Basin toward the Central Basin through the
3 Whittier Narrows and proposed operating costs for
4 such projects which at the end of the 10-year period
5 equal approximately \$3,000,000 per year.

6 “(C) PUENTE BASIN AREA.—Proposed capital
7 expenditures which include \$2,000,000 for engineer-
8 ing assessments, \$3,000,000 for monitoring wells,
9 and \$10,000,000 for regional plants in the Puente
10 Valley area to extract and treat highly contaminated
11 groundwater to meet water supply needs and pro-
12 posed operating costs for such projects which, at the
13 end of the 10-year period will equal approximately
14 \$2,000,000 per year.

15 “(D) ARCADIA, EL MONTE, MONROVIA, GLEN-
16 DORA.—Proposed capital expenditures in these
17 areas, including \$3,000,000 for monitoring wells and
18 \$7,500,000 for up to 5 wellhead treatment plants
19 and proposed operating costs for such projects which
20 will equal about \$2,000,000 per year at the end of
21 the 10-year period.

22 Federal funds made available under provisions of law
23 other than this section or other provisions of this Act for
24 any expenditure referred to in subparagraphs (A), (B),

1 (C), or (D) shall not be treated as costs of remedial action
2 recoverable under section 107(a)(4)(A) of this Act.

3 “(4) Contracts or cooperative agreements under this
4 subsection shall provide for consultation with—

5 “(A) the Upper San Gabriel Valley Municipal
6 Water District,

7 “(B) the Main San Gabriel Basin Watermaster,

8 “(C) the San Gabriel Valley Municipal Water
9 District,

10 “(D) the Three Valleys Municipal Water Dis-
11 trict,

12 “(E) the Central Basin Municipal Water Dis-
13 trict,

14 “(F) the Water Replenishment District of
15 Southern California,

16 “(G) the San Gabriel Valley Protective Associa-
17 tion,

18 “(H) the San Gabriel River Watermaster,

19 “(I) the Metropolitan Water District of South-
20 ern California,

21 “(J) the California State Water Resources Con-
22 trol Board, and

23 “(K) the California Regional Water Quality
24 Control Board, Los Angeles Region.

1 “(5) If the Basin-Wide Technical Plan is published
2 in final form after the date on which any contract or coop-
3 erative agreement under this subsection is entered into,
4 the contract or cooperative agreement shall be modified
5 by the parties to the extent necessary to be consistent with
6 the plan. Pursuant to such contract or cooperative agree-
7 ment, the Authority shall provide treatment for water
8 withdrawn from the Basin by qualified public water sys-
9 tems unless otherwise provided by the Metropolitan Water
10 District of Southern California.

11 “(6) No contract or cooperative agreement entered
12 into under this subsection shall take effect unless the Ad-
13 ministrator determines that all preconditions for imple-
14 menting the treatment project under this subsection have
15 been met, as provided in subsection (b), before the date
16 30 months after the enactment of this section.

17 “(7) In providing water treatment under this sub-
18 section and apportioning costs under this section, the Ad-
19 ministrator and the Authority shall give credit for costs
20 incurred in the design, construction, and operation of any
21 previously approved project undertaken with respect to
22 the Basin and shall take appropriate steps to ensure
23 continuity.

24 “(b) PRECONDITIONS FOR IMPLEMENTATION OF
25 TREATMENT PROJECT.—(1) No water treatment shall be

1 provided pursuant to any contract or cooperative agree-
2 ment under subsection (a) until the Administrator, in con-
3 sultation with the Authority, finds that—

4 “(A) a sufficient number (at least 65%) of the
5 persons notified by the Administrator under this Act
6 prior to the date 6 months after the enactment of
7 this section that they may be potentially responsible
8 parties have entered into long-term cost-sharing con-
9 tracts with the Administrator under this subsection;
10 and

11 “(B) those contracts are sufficient to provide
12 annual payment for at least 50 percent of the total
13 costs incurred by the Administrator after the date of
14 the enactment of this section in carrying out water
15 treatment under subsection (a).

16 “(2) The contracts with participating parties under
17 this subsection shall also require that each participating
18 party entering into such a contract will—

19 “(A) conduct an environmental site assessment
20 in accordance with subsection (i) of the property
21 owned or operated by that party by reason of which
22 such party has been designated as a potentially re-
23 sponsible party, and

24 “(B) carry out all removal and remedial action
25 required with respect to hazardous substances in the

1 soil above the water table on such property, to the
2 extent necessary to comply with the standards under
3 section 121.

4 “(3) Any person, including potentially responsible
5 parties identified by the Administrator after the date 6
6 months after the enactment of this section, as well as all
7 local government entities within the San Gabriel Basin,
8 who submits a request to the Administrator to participate
9 in the project under this section shall be offered the oppor-
10 tunity to enter into cost sharing contracts under this sec-
11 tion and those who enter into such contracts shall be treat-
12 ed as a participating party for purposes of this section.

13 “(4) Each person desiring to participate under this
14 section shall enter into a contract under this section within
15 90 days after the date on which the contract is offered
16 by the Administrator to such party.

17 “(5) The annual payment by each participating party
18 shall be made in accordance with an appropriate schedule
19 of periodic payments established by the Administrator and
20 the Authority to coincide with the funding necessary to
21 carry out this section. Each participating party shall be
22 given the opportunity to fund its periodic payment liability
23 on a present value basis by entering into a structured set-
24 tlement arrangement. If a participating party funds its
25 periodic payment liability through a structured settlement

1 arrangement, the Authority shall be named as the owner
2 and payee of the funding instrument at the time of the
3 purchase of the instrument. Any such arrangement is sub-
4 ject to the approval of the Administrator and the Author-
5 ity, particularly as to the schedule of payments and the
6 licensed insurance company utilized for these purposes. A
7 participating party may enter into a structured settlement
8 arrangement as a single entity, or may enter into such
9 an arrangement with other participating parties. Except
10 as provided in subsection (c)(5), if a structured settlement
11 arrangement is established pursuant to the provisions of
12 this section, the participating party to whom the settle-
13 ment relates shall be released from any and all further
14 liability with respect to the settlement.

15 “(6) No court shall have jurisdiction to review any
16 challenge to the removal or remedial action selected in any
17 contract or cooperative agreement under this section.

18 “(c) COST SHARING.—(1) Six months after the en-
19 actment of this section, the Administrator shall notify
20 each potentially responsible party and each other person
21 who has submitted notice to the Administrator under sub-
22 section (b)(4) of the Administrator’s intention to allocate
23 the total costs incurred by the Administrator for water
24 treatment under subsection (a). Within 60 days after the
25 Administrator notifies such potentially responsible parties

1 and other persons, any such parties and other persons de-
2 siring to become participating parties shall so notify the
3 Administrator and agree to provide the Administrator
4 with such information as the Administrator deems nec-
5 essary to allocate costs among participating parties under
6 this subsection. If the Administrator deems the informa-
7 tion provided by any such person to be insufficient to per-
8 mit the Administrator to make cost allocations under this
9 subsection, the Administrator designate such person as in-
10 eligible to be a participating party. If the parties and other
11 persons notified by the Administrator agree on an alloca-
12 tion of costs among themselves within 180 days after the
13 expiration of such 60-day period, the Administrator shall
14 allocate costs in accordance with such agreement. If such
15 parties fail to reach an agreement for cost allocation with-
16 in such 180-day period, within 30 days after the expiration
17 of such 180-day period the Administrator shall allocate
18 costs in accordance with paragraphs (2) and (3).

19 “(2) In allocating costs to each participating party
20 as provided in paragraph (1), the Administrator shall
21 make 2 allocations. The first allocation shall allocate only
22 those costs associated with the specific zone of contamina-
23 tion located in proximity to the participating party. The
24 allocation shall be made among all participating parties
25 located in proximity to such zone, pursuant to the formula

1 established by the Administrator under paragraph (3).
2 The second allocation shall allocate those costs not associ-
3 ated with specific zones of contamination. The allocation
4 shall be made among all participating parties, pursuant
5 to the formula established by the Administrator under
6 paragraph (3).

7 “(3) When no agreement has been reached pursuant
8 to paragraph (1), the Administrator shall establish a for-
9 mula for allocating costs under this subsection. The for-
10 mula shall require that the share of the total costs to be
11 paid by a participating party shall be based upon the fol-
12 lowing factors:

13 “(A) The Standard Industrial Code Number (as
14 determined by the Secretary of Commerce) of the
15 participating party and the Administrator’s estimate
16 of the likelihood that industrial operations having
17 that SIC Number contributed to contamination of
18 the Basin.

19 “(B) The revenues attributable to the partici-
20 pating party’s facility in the San Gabriel Valley in
21 a baseline year established by the Administrator.

22 “(C) The ability of the participating party to
23 pay.

24 “(D) Prior expenditures made by the participat-
25 ing party for groundwater mediation in the Basin

1 (not including any costs of litigation or other attor-
2 ney's fees).

3 “(4) In allocating costs under this subsection the Ad-
4 ministrator shall also allocate a share of the total costs
5 of carrying out the water treatment project under sub-
6 section (a) to potentially responsible parties who do not
7 agree to become participating parties under this section.
8 The Administrator shall recover cost from such
9 nonparticipating parties pursuant to other provisions of
10 this Act. The total of all shares contributed by participat-
11 ing parties under this subsection shall not be more than
12 80 percent of the total costs of carrying out the water
13 treatment project authorized under subsection (a), except
14 as provided in paragraph (5).

15 “(5) At the time the Administrator enters into a con-
16 tract or cooperative agreement with the Authority under
17 subsection (a), the Administrator shall estimate the total
18 costs expected to be incurred by the Administrator under
19 subsection (a). Each contract with a participating party
20 under this section shall provide that the maximum obliga-
21 tion of that participating party under such contract shall
22 not exceed 200 percent of that participating party's share
23 of such estimated total costs.

24 “(6) Amounts received from participating parties
25 shall be paid to the Authority and deposited in an interest

1 bearing account which shall be available only for purposes
2 of the water treatment project carried out under sub-
3 section (a).

4 “(d) LEVEL OF TREATMENT.—The water treatment
5 provided pursuant to contracts and cooperative agree-
6 ments under this section shall be adequate to insure that
7 the treated water will comply with the most stringent
8 standards applicable to drinking water under title XIV of
9 the Public Health Service Act (the Safe Drinking Water
10 Act) or under any provision of State law governing drink-
11 ing water quality.

12 “(e) RECOVERY OF FEDERAL SHARE OF COST.—
13 There are authorized to be appropriated to the Adminis-
14 trator such sums as may be necessary to cover 20 percent
15 of the total costs of carrying out the water treatment
16 project carried out under subsection (a). For purposes of
17 section 107, the Federal share of costs made available pur-
18 suant to this subsection shall be included as costs of reme-
19 dial action within the meaning of section 107(a)(4)(A)
20 which are recoverable by the United States Government
21 in an action under section 107 against potentially respon-
22 sible parties who are not participating parties. For pur-
23 poses of section 107 all actions taken by the Administrator
24 and the Authority in conformity with this section shall be

1 deemed to have been taken in conformity with the Na-
2 tional Contingency Plan.

3 “(f) EXEMPTION FROM OTHER LIABILITY.—No par-
4 ticipating party making contributions pursuant to an
5 agreement under this section and complying with sub-
6 section (b)(2) shall be liable, under any other provision
7 of this Act or the Solid Waste Disposal Act or under any
8 State statutory laws or rules of common law, for the costs
9 of any removal or remediation with respect to hazardous
10 substances released into the San Gabriel Basin, or for
11 costs or damages to natural resources associated with such
12 Basin, to the extent such release occurred before the en-
13 actment of this section and is identified in a site assess-
14 ment, and no participating party shall be required to abate
15 any such prior release of any hazardous substances into
16 the Basin (except to the extent required by subsection
17 (b)(2)(B)). The exemption provided by the preceding sen-
18 tence for any participating party shall cease to apply to
19 such participating party upon a determination by the Ad-
20 ministrator that such participating party—

21 “(1) has failed or refused to make any portion
22 of the contribution required of such party pursuant
23 to an agreement under this section,

24 “(2) has failed or refused to carry out the ac-
25 tivities required under subsection (b)(2), or

1 “(3) has filed a suit against another person for
2 contribution of costs as described in subsection (f).

3 “(g) CONTRIBUTION.—No participating party may
4 bring an action against any other person to require such
5 other person to contribute any part of the costs required
6 to be paid to the Administrator by such participating
7 party under this section.

8 “(h) RELATIONSHIP TO OTHER LAWS.—Except as
9 provided in subsection (f), nothing in this section shall be
10 construed to affect the liability of any person under any
11 other provision of this Act or under any other provision
12 of law with respect to hazardous substances, pollutants,
13 or contaminants in the San Gabriel Basin. Nothing in this
14 section shall be construed to affect the authority of the
15 Administrator to carry out removal or remedial action or
16 any other response action with respect to such hazardous
17 substances, pollutants, or contaminants in addition to the
18 demonstration project authorized by this section.

19 “(i) LIABILITY EXEMPTION FOR PUBLIC WATER
20 SYSTEMS.—Neither the owner or operator of a qualified
21 public water system shall be liable under any provision of
22 Federal statutory or common law affording rights of con-
23 tribution for costs or damages in any suit for recovery of
24 costs for a removal or remedial action with respect to haz-
25 ardous substances in the San Gabriel Basin if such a suit

1 is brought by a potentially responsible party that is not
2 a participating party under this section.

3 “(j) COMPREHENSIVE ENVIRONMENTAL COMPLI-
4 ANCE PROGRAM.—

5 “(1) GENERAL REQUIREMENTS.—To qualify as
6 a participating party under this section, a potentially
7 responsible party must establish a Comprehensive
8 Environmental Compliance Program and agree to
9 conduct an Environmental Site Assessment.

10 “(2) REGISTERED ENVIRONMENTAL ASSES-
11 SORS.—The Comprehensive Environmental Compli-
12 ance Program and Environmental Site Assessment
13 shall be prepared, signed, and dated by a registered
14 civil engineer or registered geologist in accordance
15 with State law, and the Program shall be certified
16 by a person who is capable of committing the finan-
17 cial resources necessary to implement the Program,
18 such as the owner, operator, or responsible corporate
19 officer, or in the case of a government agency, a
20 principal executive official or a ranking elected
21 official.

22 “(3) CONTENT OF ENVIRONMENTAL SITE AS-
23 SESSMENT.—The Environmental Site Assessment
24 required under this section shall contain—

1 “(A) an evaluation of practices and proce-
2 dures established by the current owner or oper-
3 ator of the facility for which the assessment is
4 conducted to—

5 “(i) ensure continuing compliance
6 with applicable environmental require-
7 ments; and

8 “(ii) identify and implement hazard-
9 ous waste reduction opportunities for the
10 facility.

11 “(B) the results of Level I Preliminary As-
12 sessment (noninvasive investigation and regu-
13 latory search), and if site conditions warrant,
14 the Level II Assessment (invasive sampling for
15 suspected hazardous materials and preparation
16 of remedial design specifications) and the Level
17 III Assessment (on-site remediation); and

18 “(C) demonstration of compliance with all
19 applicable State and Federal laws, such as, but
20 not limited to the ‘Community Right-to-Know
21 Act’ and ‘California Hazardous Waste Reduc-
22 tion Act and Management Review’ (SB 14);

23 “(4) COPIES.—Copies of each environmental
24 site assessment shall be provided to the Adminis-
25 trator and the appropriate State official.

1 “(k) DEFINITIONS.—As used in this section—

2 “(1) QUALIFIED PUBLIC WATER SYSTEM.—The
3 term ‘qualified public water system’ means a ‘public
4 water system’, as defined in title XIV of the Public
5 Health Service Act (the Safe Drinking Water Act),
6 which is entitled, as of May 15, 1991, to withdraw
7 water from or store water in the San Gabriel Valley
8 Groundwater Basin, as determined under State law.

9 “(2) BASIN.—The terms ‘San Gabriel Basin’
10 and ‘the Basin’ mean the San Gabriel Valley
11 Groundwater Basin underlying the San Gabriel Val-
12 ley in Los Angeles County, California.

13 “(3) POTENTIALLY RESPONSIBLE PARTY.—The
14 term ‘potentially responsible party’ means a person
15 who is identified by the Administrator as a person
16 who may be liable under section 107, or under any
17 provision of State law, for any amount with respect
18 to cleanup of hazardous substances in the San
19 Gabriel Basin.

20 “(4) PARTICIPATING PARTY.—The term ‘par-
21 ticipating party’ means a person who has requested
22 to participate as provided in subsection (b)(4) and
23 who has entered into a contract with the Adminis-
24 trator under subsection (b).

1 “(5) STRUCTURED SETTLEMENT ARRANGE-
2 MENT.—The term “structured settlement arrange-
3 ment” means an arrangement where the Authority
4 owns—

5 “(A) a settlement annuity or similar in-
6 strument issued by a company licensed to do
7 business as an insurance company under the
8 laws of any State which has a financial stability
9 rating from a nationally recognized insurance
10 company rating organization which rating is
11 satisfactory to the Administrator, or

12 “(B) any obligation of the United States,
13 that has a defined schedule of periodic pay-
14 ments which coincides with the schedule of peri-
15 odic payments determined to be appropriate for
16 the Basin cleanup.”, or

17 “(C) or the authority is the beneficiary of
18 a ‘qualified designated settlement fund’ as de-
19 fined by subsection 468(B) of the Internal Rev-
20 enue Code.”.

○

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