



**GUAM SOLID WASTE AUTHORITY  
BOARD OF DIRECTORS' MEETING MINUTES  
Friday, April 22, 2022  
1:00 pm- 2:43 pm  
Guam Solid Waste Authority Via Video Conference**

**I. Call to Order**

Chairman Gayle called the meeting to order for the Guam Solid Waste Authority (GSWA) Board of Directors' meeting at 1:07 pm.

**II. Roll Call**

**Board Members:**

Andrew Gayle	Chairman
Minakshi Hemlani	Vice Chairwoman
Peggy Denney	Secretary
Jim Oehlerking	Member
Cora Montellano	Member

**Management & Staff:**

Irvin Slike	General Manager
Pedro A. Leon Guerrero Jr.	Assistant General Manager
Kathrine Kakigi	Comptroller
Alicia Fejeran	Chief of Administration
Roman Perez	Superintendent
Keilani Mesa	Administrative Officer
Aileen Cruz	Administrative Assistant

**Guests:**

Senator Sabina Perez	Office of Senator Sabina Flores Perez
David Sablan	Members of the public
Ken Leon Guerrero	Members of the public

**III. Determination of Proof of Publication**

1st Publication with The Guam Daily Post on Friday, April 15, 2022.

2nd Publication with The Guam Daily Post on Wednesday, April 20, 2022.

**IV. Approval of Agenda Items**

Vice Chairwoman Hemlani made a motion to proceed with the agenda prepared and provided by Chairman Gayle. Secretary Denney seconded the motion. There was no further discussion. The motion passed unanimously.

**V. Approval of Minutes**

Vice Chairwoman Hemlani made a motion to approve the minutes from the meeting held on March 17, 2022. Secretary Denney seconded the motion. There was no discussion, and the motion passed unanimously.

**VI. Reports**

**a. Management Reports**



## **I. Operational Update**

General Manager Slike reported that he met with the current contractors for the Layon Landfill Operations and they tacitly agreed to remove the excess waste overcharges for the upcoming contract renewal. He stated that the elimination of these charges will result in the potential savings of \$500k per year. The elimination of escort services was also discussed and may save about \$50k. He stated that the contract will be expiring at the end of FY 2022. It was agreed to cap the CPI at an increase of no more than 5%. He believes there will be a reduction in costs. Green Group is expected to respond re contract in early May, so management will know then whether or not to renew the contract. Comptroller Kakigi's budget includes status quo and not potential savings.

General Manager Slike also reported that he had a discussion with EA Engineering and GWA regarding excessive leachate testing, which was originally required by GBB. EA will prepare a report indicating that the monotonous and frequent sampling events are unjustifiable, so GSWA may save up to \$200K if frequency of testing is reduced. GWA will make the final decision on the frequency of testing.

Mr. Slike also reported that he had put together an RFP draft of the Harmon Household Hazardous Waste contract with options of the disposal of waste with potential savings of about \$300k annually. RFP deadline is December 2022.

Chief of Administration Fejeran updated the Board that the Flat Bed IFB was awarded and expected delivery date of trucks is 90 days. She also stated that GSWA is in the process of the Refuse Truck Bid and is currently being reviewed by the AG's office, and general timeline is at least 12 to 14 months.

General Manager Slike stated that shipment of 400 new trash carts is expected by August 2022, with a purchase of two more containers for 2023. He and Asst. GM Leon Guerrero are striving to address customer complaints, issues with drivers and streamlining the routes. General Manager Slike informed the board that he and Comptroller Kakigi have been working on grants regarding solar cap to generate energy, reduce the production of heat at Ordot via the implementation of microturbines, and address gas clean up while decreasing leachate disposal costs with leachate evaporators. Online payments system currently under procurement but is close to being implemented. General Manager Slike also informed the board that he had had a meeting regarding the ISWM Plan with goals of 50% recycling by 2030 to potentially include mandatory kitchen waste composting, but cost to customers must be considered. Jacobs group has a goal to produce a draft plan by November 2022 with a final plan in early 2023.

Comptroller Kakigi presented the FY2023 Budget Hearing to the Board. She stated that there will be a reduction in sludge production at the northern wastewater treatment plant which will negatively affect GSWA revenues. She stated that we are below our projected expenditures by .6%. She also presented the comparison to FY2021 and revenues exceeded about \$2M and had almost \$500K in operating revenue. As for operating performance, she reported that the total expenditures increased to over \$800K due to increase in rates and contractual obligations. Comptroller Kakigi also presented the commercial tonnage which is 2.8% higher than last year. For residential tonnage, she also stated that there is a trend with a month-to-month increase. Superintendent Perez stated that they will be working on delivering of 40-50 carts per day to residential customers. Chief of Administration shared that there are more than enough carts to fulfill our current backlog.

Comptroller Kakigi stated that there will be a PSA regarding collection of payments at GPWA beginning June 6. Chairman Gayle stated that we will discontinue accepting payments at ANZ because they will be closing their operations. Comptroller Kakigi presented the Merchant Services breakdown which showed significant savings. She also stated that key indicators as of February 2022 have improved.

## **II. FY2023 Budget**

General Manager Slike presented the Budget Request and stated that revenues were taken by the existing trend with commercial and government rates resulting in the estimates for FY22-23. He stated that GSWA may go over if the trends continue in 2023 but conservative estimates were used. He stated that ARPA funds



and reimbursement engineering fees from the cell 3 construction were included. He then discussed the expenditure side of the budget, which maintains the majority of the contracts as static, but it includes a 6.6% increase for personnel which will comprise a two-step increase in the pay schedule with more detail to be presented to the board in May. Additionally, the increase of \$200K in miscellaneous is to restore the Layon Closure fund. Member Montellano moved to adopt the FY2023 Budget Board Resolution 2022-07. Secretary Denney seconded the motion. There was no further discussion. The motion passed unanimously.

**b. Legal Counsel's Report**

No discussion

**c. Committee reports**

**I. Zero Waste Round Table / Revolving Recycling Fund Subsidy**

Assistant General Manager Leon Guerrero updated the board that there is a tentative schedule for a public hearing on May 11. He stated that Senator Perez intends to schedule a round table discussion regarding the Zero Waste Bill. He also shared that the benefits of this bill would be a possible reimbursement of \$400K for GSWA recycling expenditures of previous fiscal year, with proof of expense. It is anticipated that this will be an annual reimbursement with proof of expense. Secretary Denney motioned to adopt resolution 2022-009 which authorizes GSWA to take the appropriate actions necessary to possibly receive the reimbursement. Member Oehlerking seconded the motion. There was no further discussion, with motion passed unanimously.

**VII. Unfinished Business**

**a. Island Wide Trash Collection Initiative**

No update

**b. Ordot Post Closure Plan Update**

General Manager Slike reported that he had a conference call with Harvey Gershman and Chris Lund of GBB. They will provide a draft schedule of the Ordot cost for review and approval by end of April. He also stated that the leachate monitoring at Ordot was discussed, and monitoring twice a year was recommended. This will result in savings for GSWA. He stated that GBB's lawyer has contacted Guam Environmental Protection Agency's (GEPA) lawyer to initiate resolution.

**c. Layon Cells 1 and 2 Closure**

General Manager Slike reported that he is still working on the RFP for cap feasibility study. He also stated that Green Group has placed a layer of silt to cut down on infiltration for reduction of leachate on cells 1 and 2.

**e. Rate Case with the Public Utilities Commission**

Chief of Administration Fejeran reported that GWSA is in the negotiation stage with the top-ranked proposer. General Manager states that before the contractor is announced, the contract must be finalized.

**VIII. New Business**

**a. GSWA Compensation Plan**

Tabled for next meeting

**IX. Communications and Correspondence**

No discussion



## **X. Public Forum**

### **a. Cory Hinds – GEPA/ Jacobs Update on Guam Integrated Solid Waste Management Plan (ISWMP)**

Tabled for next meeting

### **b. David Sablan – Waste to Energy Project**

Mr. Sablan presented to the board a development of energy proposal to manage solid waste on the island. He stated that the project can produce at least 12 megawatts of energy with 300 tons of waste produced daily. He further explained that burning solid waste will reduce the volume by about 90%. He stated that this will increase the life of the landfill cell by another 45 years. He recommended that this proposal be considered seriously for environmental concerns. He stated that waste energy produces green energy, on the same level as solar and wind for green energy production. Mr. Sablan also stated that he is working with the military to include waste energy with Guam Power Authority. He stated that by 2025 military bases are mandated to have 40% of their energy source be from green energy.

## **XI. Next meeting**

The next meeting will be via video conference on Thursday, May 19, 2022, at 1:00 pm.

## **XII. Adjourn**

Vice Chairwoman Hemlani made a motion to adjourn the meeting, and Secretary Denney seconded the motion. The motion passed unanimously, and the meeting adjourned at 3:01pm.

# UK to reform espionage laws to tackle online, state threats

LONDON (Reuters) — Britain will overhaul its espionage laws in the face of threats to national security ranging from cyber-attacks to pernicious lobbying that could undermine its economy, the country's interior minister said Wednesday.

Home Secretary Priti Patel said the reforms would include the creation of a new Foreign Influence Registration Scheme, similar to ones in the United States and Australia, to reduce the risk of foreign governments damaging

Britain's interests.

Patel said the new laws, coupled with more powerful tools for Britain's police and intelligence agencies, "will be critical to help those on the front line deal with the threats we are constantly facing."

Britain's domestic spy service MI5 warned lawmakers in January that the Chinese Communist Party had employed a woman to exert improper influence over members of parliament. The new legislation would make it an

offense to be an undeclared foreign spy, introduce a new foreign interference offense and widen responses to the use of drones and cyber attacks on critical infrastructure and other targets.

It will also allow courts to impose longer sentences for foreign state-backed crimes, the interior ministry said.

MI5 Director General Ken McCallum said existing espionage laws were being skirted by cyber-espionage experts.

Home Secretary Priti Patel said the reforms would include the creation of a new Foreign Influence Registration Scheme.

"State actors are stealing not only national security secrets, but our cutting-edge science, research and technology. They are attempting to interfere covertly with our democracy, economy and society," McCallum said.

The planned reforms would also restrict the access of people convicted of terror offences from claiming civil legal aid.

## Mexico, Brazil leaders may snub Biden's Americas summit

MEXICO CITY/SAO PAULO (Reuters) — Mexican President Andres Manuel Lopez Obrador said Tuesday he would not attend the

U.S.-hosted Summit of the Americas next month if all countries in the region were not invited, while Brazilian President Jair Bolsonaro is also likely to skip the meeting, sources told Reuters.


The absence of the leaders of Latin America's two biggest economies would be a blow for the get-to-

gether of regional heads of state, which is expected to tackle issues from migration to the environment but also showcase democracy in the hemisphere.

Mexico's leader, a leftist, has said he wants all the countries in the region to be invited. It is unclear whether the United States will invite

Cuba, Nicaragua and Venezuela, who are governed by authoritarian socialist administrations that have been at odds with Washington.

"If they're excluded, if not all are invited, a representative from the Mexican government would go, but I wouldn't," Lopez Obrador said during his regular news conference Tuesday.



The Guam Developmental Disabilities Council will be having its Virtual Executive Committee Meeting on Wednesday May 18, 2022 starting at 9:00am. For additional information, please call (671) 735-9127. Request(s) for special accommodation must be submitted 72 hours in advance.

### AGENDA

I. Call to Order / Roll Call	Access to COVID-19 Vaccines
II. Review of Minutes:	2. Public Health Workforce Grant Funding
A. Wednesday November 17, 2022	C. 2020 / 2021 Program Performance Report
B. Wednesday February 23, 2022	D. Pay Adjustment PC-I
III. Reports	V. New Business
A. Executive Directors Report	A. NACDD / ITACC Annual Conference July 2020 Washington, D.C.
B. Council Membership Status	B. State Plan Amendment
C. Standing Committee Reports	VI. Announcements
D. Attendance Matrix	VII. Adjournment
IV. Old Business	
A. FY-2022 Budget	
B. ACL / OIDD Funding	
1. Expanding Disabilities Network's	

Funded by Grant #2101GUSCDD, Administration for Community Living, Guam DD Council.  
Broadcast Live Stream at <https://www.facebook.com/guamddcouncil>

## Guam Community Health Centers

### Board of Director's Meeting

Thursday, May 19, 2022  
Southern Community Health Center-2 p.m.

### AGENDA

1) Call Meeting to order	d) DPHSS (Guam CHC) – DOA MOU (General Accounting Supervisor)
2) Review and approval of meeting minutes	e) ARPA Minor Renovations
3) Public Forum	f) ARPA Capital Grant
4) Old Business:	g) ARPA Grant Supplemental Fund
a) CEO Recruitment	6) Financial Report
b) Acting CEO Appointment follow-up	7) Treasurer's Report
c) Board Member Recruitment follow-up	8) Announcements/Open Discussion
d) Provider Recruitment	a) PCMH Renewal
5) New Business	9) Schedule Next Meeting
a) CHC Board Member Conflict of Interest Statement	10) Adjournment
b) NRHC Mural	
c) Electronic Health Record Selection and Implementation	

For special accommodations please call (671) 635-7447  
This ad is paid by the GCHC Program Income, DPHSS

## Guam Solid Waste Authority

### Board of Directors Regular Meeting

Thursday, May 19, 2022 – 1:00 PM (ChST)

Join Zoom Meeting:  
Link: <https://zoom.us/j/9140408814?pwd=TjZ3U0dHSVd0ajlKRjBhcWFrclZlZz09>  
Meeting ID: 914 040 8814      Passcode: 777546

The Guam Solid Waste Authority Board of Directors will have a board meeting May 19, 2022 at 1:00 PM. The meeting will be conducted via Zoom

### AGENDA

- I. Call to order
- II. Roll Call
- III. Determination of Proof of Publication
- IV. Approval of Agenda Items
- V. Approval of Minutes
- VI. Reports
  - a. Management Reports
    - I. Operational Update
    - II. FY21 Audit Report
  - b. Legal Counsel's Report
  - c. Committee Reports
    - I. Zero Waste Bill
- VII. Unfinished Business
  - a. Island Wide Trash Collection Initiative
  - b. Ordot Post Closure Plan Update
  - c. Layon Cells 1 and 2 Closure
  - d. Rate Case with the Public Utilities Commission
- VIII. New Business
  - a. Compensation Plan
    - I. Resolution No. 2022-008
- IX. Communicating and Correspondence
- X. Public Forum:
  - a. Ken Leon Guerrero
- XI. Next Meeting
- XII. Adjourn

Access live stream of the meeting on GSWA website: <https://www.guamsolidwasteauthority.com/>  
For more information, please contact GSWA Chief of Administration, Alicia Fejeran, at [Alicia.Fejeran@gsua.guam.gov](mailto:Alicia.Fejeran@gsua.guam.gov) or 671-646-3111. Persons needing telecommunication device for the Hearing/Speech Impaired (TDD) may contact 671-475-8339.

This advertisement was paid for by GSWA.



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**PO Box 1306 Hagatna, Guam 96932 | ffc\_agana@yahoo.com**



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A great way to learn and increase your Chamorro Vocabulary is by doing Crossword Puzzles. Crossword puzzles provide hours of enjoyment and challenge. With practice and patience you'll be done in no time!

**TALO'FO'FO' MUNICIPAL PLANNING COUNCIL**  
**Public Notice Announcement**

The Talo'fo'fo' Municipal Planning Council will hold a Meeting on Thursday, May 19, 2022 at 6:00PM at the Jeremy Newby Community Center.

**AGENDA**  
I. Call to Order  
II. Roll Call  
III. New Business: A. GLUC Application No. 2021-18, the Applicant, Apenine Management Brand (Pacific) Co., Ltd. Represented by Harry D. Gutierrez; is requesting for a Subdivision Variance to exceed the length to width ratio of 3:1 for proposed Lot Numbers 50A-3NEW-10-1; 50A-3NEW-10-2, 50A-3NEW-10-R2, 50A-3NEW-11-2, and 50A-3NEW-11-1-R2, in an "A" (Rural) zone, in the Municipality of Talofofo.  
IV. Announcements  
V. Adjournment

Individuals requiring special accommodations may contact the Talo'fo'fo' Mayor's Office at (671)789-1421/3262 or email talofofomayor@gmail.com.  
*This ad was paid for by the Talo'fo'fo' Mayor's Office*

I K X I Q Q Y O L Z R R	<b>ALUDA</b>	groupers
A T D A O Q F L N S G T	<b>ATDAO</b>	sun
G N A Y N O S U S Q T R	<b>AYUYU</b>	coconut crab
J J Y L F Z B H D D O V	<b>BATANGGA</b>	any form of sled
S F U G U S U D E O N A	<b>BUMISITA</b>	visited
L W Y X J K M S W Q G T	<b>BUTETI</b>	puffer fish
O B U T E T I F B G H J	<b>CHIKULATI</b>	chocolate
N J U Q E E S H N A O F	<b>DEON</b>	pinch
V U B T M K I A C O K B	<b>DESIEMBRE</b>	December
Q S W B B Y T W V J F P	<b>FOFO'</b>	valley have something
G L R I O A A L U D A M	<b>GAI</b>	something
X E U K B M P P I N W C	<b>HIYOK</b>	bluebanded surgeonfish or
	<b>PAT</b>	or
	<b>SUSONYAN</b>	swamp
	<b>TONGHO</b>	neck

# Guam Solid Waste Authority

## Board of Directors Regular Meeting

### Thursday, May 19, 2022 – 1:00 PM (ChST)

Join Zoom Meeting:  
Link: <https://zoom.us/j/9140408814?pwd=TjZ3U0dHSVd0ajlKRjBhcWFrc1ZYz09>  
Meeting ID: 914 040 8814 Passcode: 777546

The Guam Solid Waste Authority Board of Directors will have a board meeting May 19, 2022 at 1:00 PM. The meeting will be conducted via Zoom

**AGENDA**

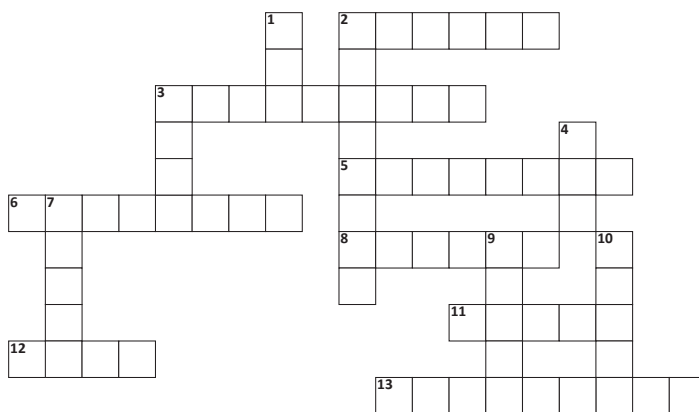
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- VI. Reports
  - a. Management Reports
    - I. Operational Update
    - II. FY21 Audit Report
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- X. Public Forum:
  - a. Ken Leon Guerrero
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- XII. Adjourn

Access live stream of the meeting on GSWA website: <https://www.guamsolidwasteauthority.com/>

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*This advertisement was paid for by GSWA.*

- Down**
1. have something
  2. visited
  3. pinch
  4. or
  7. sun
  9. bluebanded surgeonfish
  10. groupers
- Across**
2. puffer fish
  3. December
  5. swamp
  6. any form of sled
  8. neck
  11. coconut crab
  12. valley
  13. chocolate



Down: 1. gai 2. bumisita 3. deon 4. pat 7. atdao 9. hiyok 10. aluda  
Across: 2. buteti 3. Desiembre 5. susonyan 6. batangga 8. tongho 11. ayuyu 12. fofo 13. chikulati

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## Duenas: Waste-to-energy should be part of overall strategy

JOHN O'CONNOR | THE GUAM DAILY POST

MAR 6, 2022 UPDATED MAR 26, 2022

Waste-to-energy was again mentioned at the Guam Legislature as Sen. Chris Duenas suggested it could address solid waste issues hovering over the island.



Chris Duenas

"Since we're putting opinion here, I'll just put one on the table as well, although it's for a different time because there's no bill before us. But waste-to-energy, I think, would handle most of these problems, but that's a bill for another day," Duenas said during Thursday's public hearing on Bill 245-36, a measure that would extend the grace period for for retail and wholesale establishments to provide disposable paper bags to customers.



Just before Duenas, Sen. Sabina Perez, chair of the committee on environment, had been talking about issues involving plastic and paper bags, limited land space on Guam for waste, and climate change.





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## Project to build \$180M incinerator resurfaces; mayors asked for support

HAIDEE EUGENIO GILBERT | THE GUAM DAILY POST

MAY 9, 2022 UPDATED 17 HRS AGO



**TRASH:** Piles of trash dumped illegally on the side of the road in the Zero Down area of Yigo are seen May 6. There's been a renewed push to consider waste-to-energy facilities to address the trash problem on Guam. Marcus Evaristo/The Guam Daily Post

"What am I asking from the mayors? For



## GUAM RESOURCE RECOVERY PARTNERSHIP

20 October 1993

GUAM ECONOMIC DEVELOPMENT AUTHORITY  
590 Marine Drive  
Tamuning, Guam 96910

Attention: Mr. C. Crisostomo,

Dear Chuck,

In our letter of 4 October, 1993 we outlined the conditions underpinning our offer of July 1993 dated 23 August 1993, which we strongly encourage the agreements reached between GRRP and yourselves at the meetings in Honolulu on 22/23 August.

Based on the progress made in those meetings in August on all the terms (with the exception of cost substantiation and early completion) the Partnership believed, in good faith, that the contract was concluded and we could get on with the final contract. This letter focuses on the new basis of your letter of 23 September 1993. In summary, we point out that our terms sheet dated 21

**The Original  
Waste to Energy  
Contract Died on  
its own TERMS**

**A deal that will never happen:**

## **Contract Challenges**

**1982 License Death**



*Back*  
*Kobayashi*  
*Jim C*  
DUNCAN G. McCULLY  
MELINDA C. SWAVELY  
MARK S. BEGGS

McCULLY & SWAVELY, P. C.  
ATTORNEYS AT LAW

SUITE 1004 PACIFIC NEWS BUILDING  
238 ARCHBISHOP FLORES STREET,  
AGANA, GUAM 96910

TELEPHONE:  
477-7418/7283  
TELEX: 7431555  
TELECOPIER: (671) 472-1201

October 22, 1987

Dr. Lawrence D. Neuman  
President  
INTERNATIONAL ENERGY ENTERPRISES, INC.  
315 East 60A Str.  
Ste. 51  
New York, New York 10021



*file*

RE: WASTE COMBUSTION PLANT AND PROMISSORY NOTE OF MARCH 2, 1982

Dear Dr. Neuman:

As you know, this office represents the Guam Economic Development Authority on matters arising from the License Agreement between IEE and GEDA dated March 2, 1982 and the promissory note made by IEE of the same date. You and I have discussed these matters on several occasions over the last few months and as previously stated, this letter will set forth GEDA's position with regard to the continued validity of the License Agreement and IEE's obligations to GEDA.

IEE is in default on the terms of its promissory note dated March 2, 1982. The promissory note required regular monthly payments of interest with all principal to be paid on or before September 22, 1983. No payment has been received by GEDA since 1985 and the present principal balance remains \$200,000.00 with accrued interest of \$119,312.50 to October 31, 1987. Also due under the note are attorney fees and penalty interests of 15% per annum on all past due amounts. Demand is now made that IEE immediately pay to GEDA the sum of \$319,312.50, plus attorney fees and penalty interest, within 15 days of the date of this letter. If that money is not received, GEDA will have no choice but to take appropriate action for the collection of its debt.

With regard to the License Agreement, GEDA rejects your assertion that it continues to be valid and in full force and effect. The basis for GEDA's position is that the extensions of the license, as set forth in Section 2 of the License Agreement, failed to occur because IEE failed to make "substantial progress . . . toward achieving the purposes of [the] agreement . . . ."

I expect that you will contest GEDA's conclusion that IEE did not make substantial progress towards fulfilling the purposes of

Dr. Lawrence D. Neuman  
International Energy  
Enterprises, Inc.  
October 22, 1987  
Page 2

the License Agreement. However, even assuming that the license has been extended and is presently in force, IEE has repudiated the contract by its unequivocal statements that it cannot substantially perform essential terms of the License Agreement. More specifically, Sections 4E and F provide for the exclusive method of remuneration by IEE from its construction ownership and operation of the waste combustion plant. As set forth in Section E, the sole source of income to the owner of the waste combustion plant will be from the sale of electricity to the Guam Power Authority at a price to be agreed upon between GPA and the plant owner but subject to the minimum price set forth in that paragraph. Specifically omitted from the agreement was the requirement that the Territory of Guam pay to the owner of the waste combustion plant a fee per ton of waste delivered to the plant (commonly referred to as a tipping fee).

In my discussions with you in correspondence between you and the various Government of Guam officials and summaries of meetings provided by you or your agents, IEE has stated that a tipping fee is an essential requirement of IEE's construction and operation of the waste and combustion plant. On several occasions IEE has clearly stated that it cannot finance, construct, own and operate a waste combustion plant without charging the Government of Guam a tipping fee. Clearly, IEE is unable to perform the License Agreement, as written, and is therefore in breach of the agreement.

If you dispute the conclusion that IEE cannot perform the License Agreement without a tipping fee, then I would request that you provide to GEDA and to the Guam Environmental Protection Agency, a clear and unequivocal statement, with supporting documentation, specifications and projections, which prove that IEE has the financial and technical ability to finance, construct and operate a waste combustion plant which does not receive a tipping fee or solid waste deposited at the plant.

In summary, the Guam Economic Development Authority and the Territory of Guam do not consider your License Agreement to be valid and binding. The Territory, through its various agencies, shall solicit and enter into contracts with other engineering consultants and potential waste combustion plant developers as it deems appropriate to the immediate and best interests of the Territory. If IEE wishes to make a new and appropriate proposal for providing services to the Territory of Guam, it should submit its proposals to GEDA, the Guam Environmental Protection Agency and the Governor's Office.

LICENSE AGREEMENT

AGREEMENT made this 2nd day of March, 1982, by and among INTERNATIONAL ENERGY ENTERPRISES, INCORPORATED, a New York corporation having its principal office at 500 Fifth Avenue, New York, New York (hereinafter called "Energy") and the GUAM ECONOMIC DEVELOPMENT AUTHORITY, an autonomous agency, Government of the Territory of Guam (hereinafter called "GEDA") and THE TERRITORY OF GUAM (hereinafter called the "Territory").

W I T N E S S E T H:

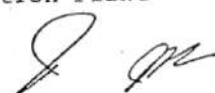
WHEREAS, the Territory and GEDA desire to grant a license to Energy to finance, construct, own and operate a plant (hereinafter called the "Waste Combustion Plant") for the combustion of solid wastes collected on Guam and the generation of electricity for sale to the Guam Power Authority (hereinafter called "GPA").

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, it is agreed as follows:

Section 1. License.

The Territory and GEDA hereby grant a license to Energy for the following purposes:

- A. to arrange for the financing, construction and operation of the Waste Combustion Plant; and
- B. to determine the manner in which the ownership of the Waste Combustion Plant, if constructed, shall be held, the parties hereto hereby agreeing that the Waste Combustion Plant





shall be owned and operated by such corporations, partnerships, or other entities established by Energy or its designees.

Section 2. Term.

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## OFFICE MANAGER

Experience Preferred  
Salary Negotiable  
Call: 649-6088-89

IN THE SUPERIOR  
COURT OF GUAM  
TERRITORY OF GUAM  
GUAM ECONOMIC  
DEVELOPMENT  
AUTHORITY,  
Plaintiff,

vs.

INTERNATIONAL  
ENERGY  
ENTERPRISES, INC.,  
Defendant.  
CIVIL CASE  
NO. CV1001-88  
SUMMONS

TO: INTERNATIONAL  
ENERGY ENTERPRISES,  
INC.

315 East 68th Street  
New York, New York  
10021

YOU ARE HEREBY  
summoned and required  
to serve upon:

McCULLY, SWAVELY  
& LANNAN, P.C.  
Attorneys for Plaintiff  
Suite 1004,

Pacific News Building  
238 Archbishop  
Flores Street,

Agana, Guam 96910  
an answer to the com-  
plaint which is herewith  
served upon you within  
30 days after service of  
this summons upon you,  
exclusive of the date of  
service. If you fail to do  
so, judgment by default  
will be taken against you  
for the relief demanded  
in the complaint.

Dated: November 9,  
1988

ALFREDO M. BORLAS,  
Acting Clerk  
Superior Court of Guam  
BY

Deputy Clerk

## APARTMENT FOR SALE

Well built, centrally located, new,  
14-unit apartment building in  
Tamuning. Asking \$1,400,000.

**BHI REALTY**  
**477-6380**

## HEAVY EQUIPMENT RENTAL

D-8K DOZER W/RIPPER  
CRAWLER BACKHOE TRACK  
OR TIRE  
COMPACTOR ROLLER W/VIBO  
BLADE MOTOR-GRADER  
P&H CRANE 16 TON  
GROVE CRANE 14 TON  
DUMPTRUCK 14 CUYD.  
END DUMP 32 CUYD.

FOR INFORMATION CONTACT  
EONS EQUIPMENT RENTAL  
TEL: 632-8996/7/8 — ASK FOR TONY

## A NEW CAREER IN JUST 10 MONTHS!!!

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By the Agency for Human Resources  
And Job Training Partnership Act.  
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Tuition — Uniforms — Supplies

THE SUPERIOR  
COURT OF GUAM  
TERRITORY OF GUAM  
GUAM ECONOMIC  
DEVELOPMENT  
AUTHORITY

Plaintiff,  
vs.  
INTERNATIONAL  
ENERGY  
ENTERPRISES, INC.,  
Defendant.  
CIVIL CASE NO.  
CV1001-88

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summoned and required  
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McCULLY, SWAVELY  
& LANNAN, P.C.  
Attorneys for Plaintiff  
Suite 1004,  
Pacific News Building  
238 Archbishop  
Flores Street,  
Agana, Guam 96910

an answer to the com-  
plaint which is herewith  
served upon you within  
30 days after service of  
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exclusive of the date of  
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so, judgment by default  
will be taken against you  
for the relief demanded  
in the complaint.  
Dated: November 9,  
1988  
ALFREDO M. BORLAS,  
Acting Clerk  
Superior Court of Guam  
BY  
Deputy Clerk

this 7 day of  
November, 1988.

ALFREDO M. BORLAS,  
Acting Clerk,  
Superior Court of Guam

M.L. Cruz  
Deputy Clerk

McCULLY, SWAVELY & LANNEN, P. C.  
ATTORNEYS AT LAW

DUNCAN G. McCULLY  
MELINDA C. SWAVELY  
THOMAS J. LANNEN  
MARK S. BEGGS  
MARGARET E. BEAN  
KEVIN J. FOWLER

SUITE 1004 PACIFIC NEWS BUILDING  
238 ARCHBISHOP FLORES STREET,  
AGANA, GUAM 96910

TELEPHONE:  
477-7418/7283  
TELEX: 7431555  
TELECOPIER: (671) 472-1201

January 12, 1989

Wagdy A. Guirguis, P.E.  
841 Bishop Street  
Suite 1501  
Honolulu, Hawaii 96813

RE: GPI OFFER OF DECEMBER 8, 1988

Dear Mr. Guirguis:

I am in receipt of the letter from David W. Lo dated December 8, 1988, with regard to the offer of G-Power, Inc. to settle all debts owed by International Energy Enterprises, Inc. (IEEI) to GEDA. GEDA has reviewed the proposal of GPI and submits the following counter-proposal.

GEDA is willing to settle all claims against IEEI in consideration of a total payment of \$275,000. In consideration for GEDA's forbearance from suit against IEEI in the Superior Court of Guam in Civil Case No. CV1001-88, GEDA requests an initial payment of \$50,000 upon execution of this settlement agreement. This amount would be applied as an offset to the total settlement balance of \$275,000. Further, GEDA would request payment of \$100,000 upon GPI's exercise of the option it currently holds with IEEI, which shall be no later than January 8, 1990, with the remaining balance of \$125,000 payable in quarterly increments over the following two year period. Finally, any settlement agreement would include a provision that should GPI not exercise the rights it currently holds under the option agreement by January 8, 1990, GEDA shall have the right to resume its prosecution of Civil Case No. CV1001-88 in the Superior Court of Guam against IEEI on its promissory note.

If the terms of this settlement proposal are agreeable, then please sign this letter at the space marked below and we shall prepare the necessary documentation. At this time IEEI is in default of the summons and complaint which were served upon them on November 14,

AMENDED LICENSE AGREEMENT

This Amended License Agreement is made this 15<sup>th</sup> day of November, 1990, by and between GUAM POWER, INC., hereinafter called "GPI", whose mailing address is 841 Bishop Street, Honolulu, Hawaii 96813, GUAM RESOURCE RECOVERY PARTNERS, hereinafter called "GRRP", whose mailing address is 335 Madison Avenue, New York, New York 10017, the GUAM ECONOMIC DEVELOPMENT AUTHORITY, an autonomous agency of the Government of the Territory of Guam, hereinafter called "GEDA", whose mailing address is GITC Building, Suite 911, 590 South Marine Drive, Tamuning, Guam 96911, and the GOVERNMENT OF GUAM, by and through its Governor, the Honorable Joseph F. Ada, Governor, Territory of Guam.

On March 2, 1982, International Energy Enterprises, Inc., a New York corporation with a principal office at 500 Fifth Avenue, New York, New York (hereinafter referred to as "IEEI") entered into a License Agreement (the "1982 License Agreement") with GEDA and the Government of Guam for the financing, construction, ownership and operation of a facility (the "Facility") to incinerate municipal solid waste collected on Guam and to generate electricity for sale to the Guam Power Authority ("GPA").

IEEI has granted GPI an option to purchase the 1982 License Agreement from IEEI. GPI has exercised its option and has approximately one year to pay the purchase price to IEEI. If the License reverts to IEEI as a result of nonpayment of the purchase price, then this Amendment shall be void and of no force and effect.

In order to exercise its rights and to fulfill its obligations under the License Agreement, GPI and Enprotech Guam, Inc. ("Enprotech Guam"), a wholly owned subsidiary of Enprotech Corp., have formed Guam Resource Recovery Partners, a New York general partnership. The address of Enprotech Guam, Inc., and Guam Resource Recovery Partners is 335 Madison Avenue, New York, New York 10017. GPI and Enprotech Guam are the sole partners of GRRP.

GRRP and the Government of Guam intend to enter into a Municipal Solid Waste Agreement (the "MSW Agreement") setting forth, among other items, the terms and conditions on which GRRP shall finance, construct and operate the facility.



LAW OFFICES OF

DAVID W. LO

DAVID W. LO  
BOW MUN CHIN

December 8, 1988

DAVIES PACIFIC CENTER, SUITE 1616  
841 BISHOP STREET  
HONOLULU, HAWAII 96813  
(808) 528-1212Mr. Kevin J. Fowler  
McCully, Swavely & Lannen, P.C  
Suite 1004, Pacific News Building  
238 Archbishop Flores Street  
Agana, Guam 96910Re: GEDA/IEEI License Agreement

Dear Mr. Fowler:

This office represents GMP Associates, Inc., and we write to clarify G-Power, Inc.'s (hereinafter referred to as "GPI") position concerning the License for the conversion of solid waste material to electricity (hereinafter referred to as "License") presently held by IEEI. GPI proposes to make a payment in the sum of \$200,000.00 as a settlement of any and all debts owed by IEEI to GEDA upon GPI's exercise of the option. Such sum is in full settlement of all principal and interest owed to date for the payment on the License and for any and all obligations for consideration in the License now held by IEEI. This settlement offer is in addition to all previous payments made by IEEI. GPI will make scheduled payments directly to GEDA upon the exercise of the option. The latter will be based on a memorandum of understanding to be executed between GPI and the Government of Guam.

GPI acknowledges that there have been delays in the commencement of this project. Such delays appear to have been beyond the control of all parties and are hopefully behind us. GPI looks forward to working with the Government of Guam in proceeding with this project.

We are hopeful that the proposal is acceptable so that we may begin work as soon as possible, which will be to our mutual benefit. If you have any questions, please feel free to contact us.

Thank you.

Very truly yours,

  
David W. Lo

DWL:lp

001964

**A deal that will never happen:**

## **Contract Challenges**

**1982 License Death**

**2003 GSC Voided Contract**

IN THE SUPREME COURT OF GUAM

VICENTE C. PANGELINAN and JOSEPH C. WESLEY  
Plaintiffs-Appellants,

v.

CARL T.C. GUTIERREZ, Governor, JOHN F. TARANTINO,  
Attorney General, JAMES H. UNDERWOOD, Director of the  
Department of Public Works; EDWARD G. UNTALAN,  
Administrator of the Guam Economic Development Authority;  
CARL J.C. AGUON, Director of the Department of Land  
Management; YASELA A. PEREIRA, Treasurer of Guam;  
GOVERNMENT OF GUAM  
Defendants-Appellees,

and

GUAM RESOURCE RECOVERY PARTNERS  
Intervening Defendants-Appellees.

Page 13 of 13

Supp

*Pangelinan v. Gutierrez, Opinion*

VI.

[27] The 1996 Agreement is null and void as a violation of Title 48 U.S.C. § 1423j and Title 5 GCA §22401. We **REVERSE** the judgment of the lower court and **REMAND** for entry of judgment consistent with this Opinion.

Appeal from the Superior Court of Guam  
Argued and submitted on February 11, 2003  
Hagåtña, Guam

**A deal that will never happen:**

## **Contract Challenges**

**1982 License Death**

**2003 GSC Voided Contract**

**2008 Federal Receivership**





SOLID WASTE  
MANAGEMENT  
CONSULTANTS  
RECEIVER

November 17, 2009

Honorable Felix P. Camacho  
Governor of Guam  
P.O. Box 2950  
Hagatna, Guam 96932

Mr. Anthony C. Blaz  
Administrator  
Guam Economic Development Authority  
ITC Building, Suite 511  
590 South Marine Corps Drive  
Tamuning, Guam 96913

Mr. Lawrence Perez  
Director  
Department of Public Works  
542 North Marine Corps Drive  
Tamuning, Guam 96913

Gentlemen:

We have received a copy of a letter sent to you by Mr. Wagdy A. Guirguis, President, Guam Resource Recovery Partners (GRRP) dated November 4, 2009. After a lengthy account of numerous issues of concern to GRRP, Mr. Guirguis calls upon the Government of Guam to negotiate "the MSW agreement" with his company.

The purpose of this letter is to reiterate that the provisions of the March 17, 2008 Order of the District Court placing the Solid Waste Management Division in Receivership vests the authority for "the performance of existing contracts" and "entering into future contracts deemed necessary" with the Receiver. Accordingly, it is my opinion that no official of the Government of Guam has any authority; independent of the Receiver, to negotiate agreements concerning solid waste management during the tenure of the Receivership.

Government of Guam  
Department of Public Works, Solid Waste Management Division  
542 North Marine Corps Drive, Tamuning, Guam 96913  
Phone: (671) 646-4379, Ext. 201 or 212  
[www.GuamSolidWasteReceiver.org](http://www.GuamSolidWasteReceiver.org)  
[www.gbbinc.com](http://www.gbbinc.com)

001857



SOLID WASTE  
MANAGEMENT  
CONSULTANTS  
RECEIVER

January 13, 2010

Mr. Wagdy A. Guirguis, P.E.  
Guam Resource Recovery Partners  
Suite 306, Sunny Plaza  
125 Tun Jesus Crisostomo Street  
Tamuning, Guam 96913

Dear Mr. Guirguis:

This letter will acknowledge and reply to your letter of January 8, 2010 concerning your request to begin negotiations pursuant to the 1990 Amended License Agreement.

We are advised by the Office of the Attorney General of Guam that the referenced license agreement is invalid since it was executed without a public bid. We are also advised by the Attorney General's Office that the License Agreement has expired by its own terms.

More importantly, however, we believe such negotiations would be inconsistent with our responsibilities to implement the provisions of the Consent Decree, as ordered by the District Court of Guam.

We respectfully decline your request.

Sincerely,

David L. Manning  
Special Principal Associate,  
GBB's Receiver Representative

c.c. The Honorable Felix P. Camacho, Governor  
The Honorable Alicia G. Limtiaco, Esq., Attorney General of Guam  
Mr. Anthony Blaz, Administrator, Guam Economic Development Authority  
Mr. Harvey Gershman, President, Gershman, Brickner & Bratton

**A deal that will never happen:**

## **Contract Challenges**

**1982 License Death**

**2003 GSC Voided Contract**

**2008 Federal Receivership**

**2010 OAG Claim Denial**

# AG: Incinerator ban remains

John O'Connor | The Guam Daily Post | Aug 1, 2018



Frank Aguon Jr.

f t e b

A trash incinerator, or waste-to-energy system, is illegal on Guam and should not be an issue for mediation, elected Attorney General Elizabeth Barrett-Anderson stated Tuesday.

While Guam Resource Recovery Partners was granted a license to build a waste-to-energy facility in the 1980s, the license has expired, the attorney general wrote Tuesday to Sen. Frank Aguon Jr., a gubernatorial candidate.

Aguon asked Barrett-Anderson to provide her input after certain attorneys for the Guam Economic Development Authority, the governor's office and GRRP agreed to go into another round of mediation.

The AG said there's no reason for a

"Mediation has been attempted previously by the parties and failed," the AG said. "The license has expired and was merely an unenforceable 'agreement to agree' when it was in effect. No revised contract was negotiated between the parties since the Guam Supreme Court invalidated the previous contract."



Elizabeth Barrett-Anderson

Aguon made the request in light of comments from certain residents over the lack of representation for the people of Guam. The GRRP issue brought up similarities to the arbitration proceedings that led to a \$15 million potential liability against the Port Authority of Guam.



**A deal that will never happen:**

## **Contract Challenges**

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**2010 OAG Claim Denial**

**2012 GEPA Permit Denial**

# GRRP Will Appeal Guam EPA's Denial of Its Waste Permit Application

By **Pacific News Center** - August 27, 2012



Guam – Guam Resource Recovery Partners [GRRP] has decided to file an appeal to Guam EPA's rejection of a permit GRRP sought to build a solid waste facility in the Atentano area of Santa Rita.

Guam EPA Administrator Eric Palacios told PNC News today [Monday] that GRRP's lawyers filed notice with Guam EPA Friday that they intend to appeal. He said that the Notice of Intent to Appeal is currently being viewed by Guam EPA's legal counsel, Happy Rons.

*"This kicks off the adjudication process,"* said Palacios. *"Guam EPA respects GRRP's right to appeal and we will schedule an adjudication hearing within 60 days as required by law."*

Palacios declined further comment.

[READ GRRP's Notice of Intent to Appeal HERE](#)

[READ GRRP's supporting documents for their appeal HERE](#)

GRRP Spokesman David Sablan said the appeal is based upon Guam EPA Administrator Eric Palacios' failure to follow Guam law or Guam EPA's own regulations.

*"Two prior Guam EPA Administrators found the permit application satisfied Guam law"* says Sablan, yet *"no facts changed and no new issues arose during"* during the most recent comment period.

**A deal that will never happen:**

## **Contract Challenges**

**1982 License Death**

**2003 GSC Voided Contract**

**2008 Federal Receivership**

**2010 OAG Claim Denial**

**2012 GEPA Permit Denial**

**2014 Bill 433-32 W-2-E Failed**

**MINA' TRENTAI DOS NA LIHESLATURAN GUÅHAN**  
**2014 (SECOND) Regular Session**

Bill No. 433-32 (COR)

T.R. MUNA BARNES <sup>A</sup>

Introduced by:

**"AN ACT TO RATIFY THE SETTLEMENT  
AGREEMENT AMONG THE GOVERNMENT OF  
GUAM, GUAM ECONOMIC DEVELOPMENT  
AUTHORITY, AND GUAM RESOURCE  
RECOVERY PARTNERS, L.P. AND APPROVE THE  
WASTE TO ENERGY PROJECT"**

2014 DEC -11 PM 4:54  
*Muna*

1 **BE IT ENACTED BY THE PEOPLE OF GUAM:**

2 **Section 1. Legislative Findings.**

3 (a) In 1982, the Guam Economic and Development Authority ("GEDA") and  
4 the Government of Guam ("Government") entered into a license (the "License") with  
5 International Energy Enterprises, Inc. ("IEEI"). (Ex. 1 hereto). The License required  
6 IEEI to arrange for "the financing, construction and operation" of a waste-to-energy  
7 ("WTE") facility.

8 (b) In 1989, Guam Power, Inc. purchased the License. On November 15,  
9 1990, the License was amended (the "Amended License") (Ex. 2 hereto). Like the  
10 License, the Amended License granted to GRRP "an exclusive right to develop,  
11 finance, design, construct and operate" a WTE facility. The Amended License was  
12 executed by the parties and approved by counsel.



## VOTE NO ON BILL 433

We the undersigned residents of Guam respectfully request that the elected members of the 37<sup>th</sup> Guam Legislature vote NO on passage of Bill 433-32, An Act to Ratify the Settlement Agreement among the Government of Guam, Guam Economic Development Authority, and Guam Recovery Assurance Partners, and Approve the Waste to Energy Project.

Print Name:	Sean Quinlan	Village:	Santa Rita
Signature:	<i>[Signature]</i>	Email Address:	quinlan8@gmail.com
Print Name:	Nichelle Tenorio	Village:	Santa Rita
Signature:	<i>[Signature]</i>	Email Address:	nicole10@hotmail.com
Print Name:	Joseph A. Cruz	Village:	SANTA RITA
Signature:	<i>[Signature]</i>	Email Address:	viduacruz20@gmail.com
Print Name:	Robert Martinez	Village:	Santa Rita
Signature:	<i>[Signature]</i>	Email Address:	rmartineznet
Print Name:	Peter San Nicolas	Village:	santa Rita
Signature:	<i>[Signature]</i>	Email Address:	petersannicolas@gmail.com
Print Name:	Georgette Sanchez	Village:	Santa Rita
Signature:	<i>[Signature]</i>	Email Address:	msjerman@gmail.com
Print Name:	Dolores Naputi	Village:	Santa Rita
Signature:	<i>[Signature]</i>	Email Address:	129 ANOHA Ct.
Print Name:	Dolores Naputi	Village:	Santa Rita
Signature:	<i>[Signature]</i>	Email Address:	170 Aga St.
Print Name:	Angoris C. Castro	Village:	SANTA RITA
Signature:	<i>[Signature]</i>	Email Address:	Santa Rita
Print Name:	Angoris C. Castro	Village:	Santa Rita
Signature:	<i>[Signature]</i>	Email Address:	Santa Rita
Print Name:	Joseph E. Cruz	Village:	Santa Rita
Signature:	<i>[Signature]</i>	Email Address:	Santa Rita
Print Name:	Joseph Quinlan	Village:	Santa Rita
Signature:	<i>[Signature]</i>	Email Address:	Santa Rita

**A deal that will never happen:**

## **Contract Challenges**

**1982 License Death**

**2003 GSC Voided Contract**

**2008 Federal Receivership**

**2010 OAG Claim Denial**

**2012 GEPA Permit Denial**

**2014 Bill 433-32 W-2-E Failed**

**2015 GEDA Approval REVOKED**

## AGREEMENT

This Agreement is executed by and between GRRP, Government of Guam and GEDA with reference to the following facts. There is a case pending in the Superior Court of Guam, GRRP v. Government of Guam and GEDA, Civil Case No. CV1680-11 concerning a license agreement between the parties giving GRRP a license to construct and operate a waste-to-energy facility on Guam ("the Action").

A mediation in the Action was held on November 12, 2013 and presided over by Todd Thompson of PAMS. At the mediation appeared the plaintiff and defendants represented by counsel, as well as party representatives of each party. See the agreement thereof, the Memorandum of Understanding, dated November 12, 2013 – Attachment 1 ("November 12 MOU").

As provided by the November 12 MOU (Section I.1), the parties already have negotiated and agreed to the terms and conditions of the Solid Waste Construction Services Agreement ("SWCSA") in compliance with the Guam Supreme Court decisions. See Attachment 2.

The parties hereby incorporate the terms and conditions of the November 12 MOU (except for Section I.2 which is replaced in part by Sections B, C and D below) and the SWCSA and add the following terms:

- A. GEDA Board of Directors shall pass all appropriate resolutions approving this Agreement and authorizing the Administrator of GEDA to execute the SWCSA. GEDA and the Government of Guam reserve the right to have GRRP satisfactorily address any reasonable concerns over the SWCSA that they may have, and further reserve the right to negotiate such concerns as is provided for in Sections 18.01, 18.02 and 18.03 of the SWCSA.
- B. The parties shall draft a bill for submission to *I Liheslaturan Guahan* to confirm and/or provide that 10 GCA 73113 (P.L. 25-175) does not apply to the amended License Agreement of 1990 and thereafter the SWCSA.
- C. Either upon passage of such bill described above by *I Liheslaturan Guahan* and its enactment into law, or upon a determination by the parties or a court that 10 GCA 73113 (P.L. 25-175) does not bar or preclude the amended License Agreement of 1990 and thereafter the SWCSA, the parties shall sign the SWCSA.
- D. Upon full execution of the SWCSA, including by the Attorney General and counsel for GEDA, the parties shall then execute and file a stipulation to dismiss the Action with prejudice subject to approval by the Court, all parties releasing any and all claims related to the subject matter of the Action and bearing their own attorneys' fees and costs.

\_\_\_\_\_  
GRRP

Date: \_\_\_\_\_

  
GEDA

Date: July 31, 2015

\_\_\_\_\_  
GOVERNMENT OF GUAM

Date: JUL 30 2015



# Calvo signs incinerator deal

Gaynor Dumat-ol Daleno , [gdumat-ol@guampdn.com](mailto:gdumat-ol@guampdn.com)

12:27 a.m. ChT Sept. 2, 2015



**Ordot Dump**

*(Photo: PDN file)*



The agreement is meant to settle GRRP's lawsuit against GovGuam, according to the board discussions. The Superior Court had ordered GovGuam and GRRP to try to negotiate a settlement out of court



# GEDA board pauses action on incinerator

Pacific Daily News

Gaynor Dumat-ol Daleno, gdumat-ol@guampdn.com Oct 29, 2015 0

The Guam Economic Development Authority board voted Thursday afternoon to defer any further action on a proposed trash-to-energy incinerator project pending a thorough study.

GEDA's vote followed a motion introduced by GEDA board member David John, which calls for a study on various aspects of such a project.

The board and the community need to better understand the cost, liability and other impacts of allowing a trash incinerator on the island, John said.

John wasn't present when the GEDA board voted in July to approve a resolution supporting a government of Guam agreement with incinerator proponent Guam Resource Recovery Partners.

Some members of Guam's recycling industry and those who are concerned about the health effects of an incinerator welcomed the GEDA board's action.

"From what I heard, it sounds good, in that an expert will conduct a study on behalf of the people of Guam ... to see if this is in the people's interest," said Bob Perron, an executive with Guahan Waste Recycling.

Santa Rita resident Alfred Cabrera, who was among concerned island residents who attended GEDA's meeting, said he was disappointed that he didn't see an island senator who was concerned enough to show up.

Cabrera said there needs to be a robust public discussion about the health effects of an incinerator.





## GEDA axes waste-to-energy feasibility study

JOHN O'CONNOR | THE GUAM DAILY POST

FEB 21, 2017 UPDATED FEB 21, 2017

### JUDGE ASKED TO RECONSIDER INCINERATOR DECISION

The dispute over a decades-old contract for the construction of a waste-to-energy facility i...

### GPA TO STUDY VALUE OF WASTE ENERGY

A member of the Consolidated Commission on Utilities has asked Guam Power Authority managemen...

### JUDGE HEARS ARGUMENTS IN WASTE-TO-ENERGY CASE



The Guam Economic Development Authority is no longer pursuing a feasibility study for a waste-to-energy facility in Guam at the advice of its legal counsel. According to GEDA Administrator Jay Rojas, "the study was deferred as we would be incurring costs to complete a study that would differ with Guam law on the prohibition of incinerator activity."

In October 2015, the GEDA board of directors voted to fund a feasibility study for a WTE plant in Guam. The board voted to allocate up to \$50,000 for the study, which was to include comments on the legal and commercial terms of a proposed agreement by Guam Resource Recovery Partners (GRRP).

**A deal that will never happen:**

## **Contract Challenges**

**1982 License Death**

**2003 GSC Voided Contract**

**2008 Federal Receivership**

**2010 OAG Claim Denial**

**2012 GEPA Permit Denial**

**2014 Bill 433-32 W-2-E Failed**

**2015 GEDA Approval REVOKED**

**2021 GRRP Lawsuit Terminated  
with Prejudice**

NEWS

# GRRP sues GovGuam for \$20M

Friday, December 16th 2011, 3:32 PM ChST

Updated: Tuesday, December 20th 2011, 7:37 PM ChST



by [Mindy Aguon](#)

Guam - The Guam Environmental Protection Agency continues to review the public's comments on Guam Resource Recovery Partner's application for a landfill permit. While the company waits to hear whether it can build a landfill at Atantano, GRRP is suing the government for millions of dollars.

\$20,000,000 is how much Guam Resource Recovery Partners is seeking from the Government of Guam as they contend they've lost out on millions because the government has breached its contract to enter into a new waste-to-energy contract. GRRP's efforts to build such a facility go back to 1982, when the company's predecessor, International Energy Enterprises, Inc., entered into a license with the Guam Economic Development Authority and the government.

That agreement covered the financing, construction and operation of a waste-to-energy facility. In 1996, the parties executed the solid waste construction and services agreement. The deal spelled out that the privately financed, constructed and

NEWS

# Court dismisses waste-to-energy contract suit against GovGuam

Friday, July 9th 2021, 12:53 PM ChST

By Nestor Licanto



The decades-old litigation over a waste-to-energy contract may finally be over.

Superior Court Presiding Judge Alberto Lamorena has dismissed the lawsuit by Guam Resource Recovery Partners against GovGuam. The company was seeking a multi-million settlement for breach of contract.

The late Speaker Ben Pangelinan led an effort to block the proposed construction of an incinerator by pushing through legislation that bans incineration in Guam.

Attorney Tom Fisher represented GEDA, the main defendant.

"You know they really hadn't done anything since filing the lawsuit. They hadn't even given us what lawyers call discovery," he said. "That figured into the judge's decision as well. But they were just completely inactive and then the protagonist I guess for GRRP was convicted of some sort of fraudulent tax matter in Hawaii, and I believe he's in federal jail right now. The judge dismissed it because you just can't, you can file a lawsuit but you've gotta push it forward. You can't just file it and walk out the door."

# W2E is a Numbers Game



# GRRP Fantasy vs. Reality

Community	TPD	Population
Guam	725	156,358
Escambia Co., FL	700	305,817
Madison Co., AL	725	346,892
<b>Monterey Co., CA</b>	<b>750</b>	<b>428,862</b>



# Guam SOLID WASTE RECEIVER



## Waste Disposed at Layon Landfill

### Change in Waste (Tons) Disposed at Layon Landfill

#### By Customer Group

Comparing October to June FY2013 with FY2014

Customer	FY 2013	FY 2014	% Change
Residential	14,787	13,760	-6.9%
Commercial	39,642	38,956	-1.7%
Military	5,996	5,549	-7.5%
Government	4,625	6,529	41.2%
Mayors	1,243	1,064	-14.4%
Transfer Stations	4,345	3,553	-18.2%
Other	74	73	-1.3%
<b>Total</b>	<b>70,713</b>	<b>69,484</b>	<b>-1.7%</b>



Gershman, Brickner & Bratton, Inc.

2013 Pre-Restrictions= 200 Tons Per Day  
2014 Pre-Restrictions= 193 Tons Per Day

# W2E is a Numbers Game



# Japan Waste to Energy Market Size Analysis, Segments, Growth and Value Chain Forecast 2022-2031

Published: April 21, 2022 at 9:47 a.m. ET



Japan Waste to Energy Market With Top Countries Data, Industry Analysis , Size, Share, Revenue, Prominent Players, Developing Technologies, Tendencies and Forecast



The MarketWatch News Department was not involved in the creation of this content.

Japan, Japan, Thu, 21 Apr 2022 08:39:45 / Comserve Inc. / -- Japan Waste to Energy Market With Top Countries Data, Industry Analysis , Size, Share, Revenue, Prominent Players, Developing Technologies, Tendencies and Forecast

**Population Areas  
2.5 Million PLUS**

during the forecast period. Factors, such as economic development, industrialization, and increasing population levels in Japan, problems related to the expanded consumption and depletion of resources, and the increasing generation of waste, are expected to drive the growth of the waste-to-energy market. However, the market has been restrained by the increasing emission of harmful gases and the expensive nature of incinerators, particularly as energy prices decline, and several plants have been unable to cover operating costs.

Thermal technology is expected to dominate the waste-to-energy market, owing to the increasing development in the incineration and gasification technologies, as well as the increasing amount of waste generated.

The emerging waste-to-energy technologies, such as stoker furnace technologies, which have been more efficient in terms of electricity generation, with additional benefits of no emission discharge and effluence problems at plant sites, are expected to create significant opportunities for the market

**W2E is a Numbers Game**

**Waste-to-Energy will lower  
tipping fees!**



**W2E is a Numbers Game**

**Harrisburg/Dauphin County**

**Population 268,100**

**Tipping Fees HRRF WTE: \$190.00**

**W2E is a Numbers Game**

**Harrisburg/Dauphin County**

**Population 268,100**

**Tipping Fees HRRF WTE: \$190.00**

**Surrounding Counties: \$ 80.00**

**Business**

# Harrisburg, Pennsylvania's capital, files for bankruptcy



The Harrisburg Incinerator on South 19th Street. ((AP Photo/Carolyn Kaster))

By **Michael A. Fletcher**

October 12, 2011

The city of Harrisburg, Pa., filed for bankruptcy protection Wednesday, which supporters characterized as the only alternative to a state takeover that would force the city to use its most lucrative assets to pay off Wall Street creditors.



## GBB to Assist in Evaluating Cleveland's Waste-to-Energy Options

Recycling and Energy Generation Center project seeks to better manage Cleveland's municipal solid waste.

February 26, 2013

Waste Today Staff



Municipal Recycling

Waste-to-Energy

**Gershman, Brickner & Bratton Inc.** (GBB), Fairfax, Va., is continuing its evaluation of development options for the City of Cleveland Recycling and Energy Generation (REG) Center. Cleveland hired GBB to review options for the REG Center project, which seeks to better manage the city's municipal solid waste and potentially use waste as a source for locally produced energy.

**2012 WTE RFI**

**Cleveland, Cuyahoga County  
OHIO**



**2012 WTE RFI**  
**Cleveland, Cuyahoga County**  
**OHIO**

**Population: 1,396,113**

**2012 WTE RFI**  
**Cleveland, Cuyahoga County**  
**OHIO**

**Population: 1,396,113**

**MSW TPD: 3,900**

**2012 WTE RFI**  
**Cleveland, Cuyahoga County**  
**OHIO**

**Population: 1,396,113**

**MSW TPD: 3,900**

**Review Cost: \$1,700,000**

**50 Proposals/25 Companies**

DSM Environmental Services	Ted Siegler	P.O Box 2 15 State St. Windsor, Vermont 05089	(802) 674-2840	<a href="mailto:ted@dsm">ted@dsm</a>
Environmental Coordination Services & Recycling	Donna Cessna	3237 US Highway 19 Cochranton, Pennsylvania 16314	(814) 425-7773	<a href="mailto:donnace">donnace</a>
GT Environmental, Inc.	Michael Greenberg	635 Park Meadow Road Suite 112 Westerville, Ohio 43081	(614) 794-3570	<a href="mailto:mgreenb">mgreenb</a>
Gershman, Brickner & Bratton, Inc.	Samantha Villegas	8550 Arlington Blvd, Ste. 304 Fairfax, VA 22031	1-800-573-5800	<a href="mailto:svillegas">svillegas</a>
Hull & Associates, Inc.	Tim Giardina	6397 Emerald Parkway Suite 200 Dublin, Ohio 43016	614.593.1852	<a href="mailto:TGiardin">TGiardin</a>
JAZ Environmental Consulting	Jamie Zawila	5556 Alex Way Middletown, Ohio 45044	(513) 502-1689	<a href="mailto:jazawila">jazawila</a>
ME Companies	Gerald B. Jones	635 Brookside Boulevard Westerville, Ohio 43081	(614) 818-4900 ext 519	<a href="mailto:gjones@">gjones@</a>
MS Consultants	Kenneth W. Ricker	2221 Schrock Road Columbus, Ohio 43229	(614) 898-7100	<a href="mailto:kricker@">kricker@</a>
The Mannik & Smith Group	Dean M. Niese	1800 Indian Wood Circle P.O. Box 1330 Maumee, Ohio 43537	(419) 891-2222	<a href="mailto:dniese@">dniese@</a>

Last updated: 11/14/2014

**2012 WTE RFI**  
**Cleveland, Cuyahoga County**  
**OHIO**

**Population: 1,396,113**

**MSW TPD: 3,900**

**Review Cost: \$1,700,000**

**50 Proposals/25 Companies**

**UNAFFORDABLE**



Honolulu

# The Trash That Fuels Oahu's Power Plant Is Vanishing As Fast As The Tourists

That could prove costly for the city, which must send tons of trash to the H-Power facility or face financial penalties.



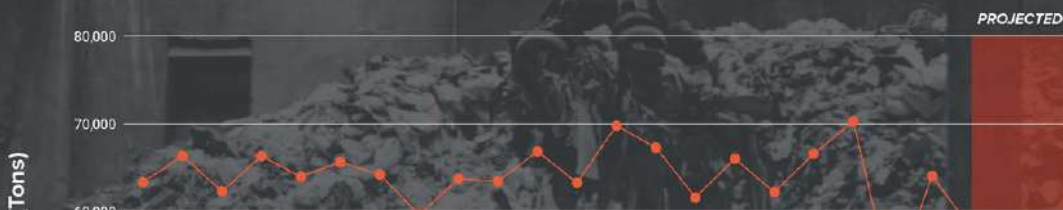
Less garbage generated on a small island generally sounds like a silver lining.

However, the city faces steep financial penalties if it doesn't send enough trash each year to the H-POWER plant, where the material is burned and converted to electricity.

Under contract, the city must pay H-Power operator [Covanta](#) for the company's lost energy sales whenever the city fails to deliver at least 800,000 tons of trash a year.

From 2013 to 2016 the city paid out \$6.2 million to cover the tons it missed and Covanta's lost electricity revenues, according to a [2017 auditor's report](#).

## H-POWER Municipal Solid Waste Monthly Tonnage



autos jobs homes  
newspaper ads travel

**Star quicklinks**

- Classifieds
- Newspaper Ads
- Government Section

**SPECIAL SECTIONS**

- Island Homes
- Food For Thought

## Panel kills waste-to-energy plant

By Rod Thompson  
[rthompson@starbulletin.com](mailto:rthompson@starbulletin.com)

**HILO »** The Hawaii County Council rejected yesterday a \$125 million waste-to-energy plant, leaving the county with no plan for dealing with Hilo-area trash after 2012.

Meeting in Kona, the Council voted 5-4 against the Wheelabrator Technologies Inc. project, despite a new offer by Mayor Harry Kim to shorten the time for preliminary planning to five months from six.

Current councilmembers could still have rejected the project at the end of the planning by Wheelabrator without cost to the county, Kim said.

Kim also tried to sweeten the deal by offering a watchdog committee consisting of environmental and recycling groups, plus people from the two Department of Hawaiian Home Lands communities closest to the site where the plant would be built, Keaukaha and Panaewa.

In the end, the proposal was deemed just too expensive.



## Small reactors feasible in Puerto Rico, study concludes

21 May 2020



**Advanced nuclear reactors can meet Puerto Rico's unique energy needs by complementing renewable sources with zero-emission electricity resilient to extreme natural events, a preliminary feasibility study has concluded. The study - conducted by Puerto Rican-led not-for-profit organisation the Nuclear Alternative Project (NAP) - was funded by the US Department of Energy (DOE).**



*San Juan, Puerto Rico's capital and largest city (Image: Pixabay)*

Puerto Rico - officially, Commonwealth of Puerto Rico - is an unincorporated territory of the USA and is located in the northeastern Caribbean. Puerto Rico currently generates 98% of its electricity from imported fossil fuels, and its power plants, built in the late 1960s, experience outage rates 12 times higher than the US average. Within the next decade, Puerto Rico proposes a transition from a centralised system dependent on fossil fuels to a distributed system centred on clean energy. Its legislature in 2018 passed a bill calling for an investigation into the possibility of building nuclear power plants on the island, which suffered widespread outages following



ALL SECTIONS



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## Comparison of solar farm vs WTE facility

BY JASMINE STOLE | POST NEWS STAFF



### WASTE TO ENERGY: A LONG HISTORY

### JUDGE ASKED TO RECONSIDER INCINERATOR DECISION

The dispute over a decades-old contract for the construction of a waste-to-energy facility in Guam continues in the chambers of Alberto Lamore...

### GEDA AXES WASTE-TO-ENERGY FEASIBILITY STUDY

The Guam Economic Development Authority is no longer pursuing a feasibility study for a waste-to-energy facility in Guam at the advice of its ...



Guam Resource Recovery Partners estimated that the construction of its proposed waste-to-energy facility would be between \$200 million to \$250 million, considerably more than it would cost to construct a solar farm that could generate the same amount of energy.

Dave Sablan, GRRP project coordinator, said that 350 tons of waste could generate 8 to 10 megawatts of energy through the proposed waste-to-energy facility. Sablan said he believes that there's more than 300 tons of waste generated daily, considering the waste that gathers at many illegal dumpsites on Guam.

A solar farm that would generate about 10 megawatts of power could be built on Guam for about \$25 million, said Joe Rosario, business development and marketing director of Micronesia Renewable Energy.



DSM Environmental Services	Ted Siegler	P.O Box 2 15 State St. Windsor, Vermont 05089	(802) 674-2840	<a href="mailto:ted@dsm">ted@dsm</a>
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Last updated: 11/14/2014



Facility under the provisions of this Section 6.04, the Government agrees that it will cooperate with the Company to pursue the issuance by GEDA or another subdivision of the Government of Bonds in an amount sufficient to finance the maximum amount of the Facility Price (including the Construction Contingency Fund) and the Financing Costs reasonably possible. **The failure of GEDA or another political subdivision of the Government to agree to issue Bonds, despite having the ability to do so, in an amount equal to the sum of the Facility Price and Financing**

**Costs less the amount of Equity required to be provided by the Company under Section 6.04(f), or in such lesser amount as it may legally issue (for example, if some amount of the Facility Price does not qualify for tax-exempt financing) shall constitute Government Fault and shall entitle the Company to exercise its rights under Section 4.04; provided, however, that such failure is not the result of Uncontrollable Circumstances or Company Fault.**

(c) **Any Bonds issued by GEDA for the Facility shall be a special limited obligation of GEDA payable solely from, and recourse against the Government or GEDA under the Bonds shall be limited to, payments made by the Company to GEDA under the Bond Loan Agreement and revenues pledged pursuant to the Indenture, including Energy Revenues.** The Government's only obligations in relation to the payment of Debt Service on any Bonds shall be those obligations expressly provided in this Agreement, including the obligation to pay the Capital Charge Component of the Service Fee. The Company shall have such payment obligations to GEDA as may be set forth in the Bond Loan Agreement, the Indenture and the other Financing Documents.

**On the first day of operations  
GRRP will have earned:**

**\$70,612,286.07**

**At the end of the first year of  
operations GovGuam will have  
negative cash flow of:**

**\$12,300,000.00**

**Unacceptable Risk**

# **Unacceptable Risk**

**Providing \$200 Million Taxpayer dollars  
Guaranteed . . .**

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**. . . to a company that has never designed,  
built, or operated something as complex as  
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# Unacceptable Risk

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**. . . to a company that has never designed,  
built, or operated something as complex as  
a Waste-to-Energy facility. . . . to design,  
build, and operate a Waste-to-Energy  
facility.**

# **Suggest steps moving forward:**

- **I. Engage the services of a Subject Matter Expert that has a minimum of 5 years of experience designing, building, and/or operating a Waste-to-Energy Plant to report to SWMA and GEDA the economic viability of a Waste-to-Energy plant on Guam using existing technology.**

# **Suggest steps moving forward:**

- **1. Engage the services of a Subject Matter Expert that has a minimum of 5 years of experience designing, building, and/or operating a Waste-to-Energy Plant to report to SWMA and GEDA the economic viability of a Waste-to-Energy plant on Guam using existing technology.**
- **2. Create a Request for Proposals, and require proposers to have verifiable experience designing, and/or building a Waste-to-Energy plant that has ben operational for a minimum of 60 months.**

# **Suggest steps moving forward:**

- **1. Engage the services of a Subject Matter Expert that has a minimum of 5 years of experience designing, building, and/or operating a Waste-to-Energy Plant to report to SWMA and GEDA the economic viability of a Waste-to-Energy plant on Guam using existing technology.**
- **2. Create a Request for Proposals, and require proposers to have verifiable experience designing, and/or building a Waste-to-Energy plant that has been operational for a minimum of 60 months.**
- **3. Do not have taxpayers guarantee payment of any Private Activity Bonds (PAB) issued to fund construction of any PAB funded Waste-to-Energy plant.**



**Guam Solid Waste Authority  
Board of Director's Meeting  
Agenda**

Thursday, May 19, 2022, 1:00pm  
via video conference

- I. Call to order
- II. Roll Call
- III. Determination of Proof of Publication
- IV. Approval of Agenda Items
- V. Approval of Minutes
- VI. Reports
  - a. Management reports
    - i. Operational Update
    - ii. FY2021 Audit Report
  - b. Legal Counsel's Report
  - c. Committee reports
    - i. Zero Waste Bill update
- VII. Unfinished Business
  - a. Island Wide Trash Collection Initiative
  - b. Ordot Post Closure Plan update
  - c. Layon Cells 1 and 2 Closure
  - d. Rate Case with the Public Utilities Commission
- VIII. New Business
  - a. Compensation Plan
    - i. Resolution No. 2022-008
- IX. Communications and Correspondence
- X. Public Forum:
  - a. Ken Leon Guerrero
- XI. Next meeting
- XII. Adjourn



Solid Waste Operations Fund  
 Operating Balance Sheet  
 As of March 31, 2022 and September 30, 2021  
 (Unaudited)

	As of 31-Mar-22	As of 30-Sep-21	Change	% Change
<b>ASSETS</b>				
Cash and cash equivalents, unrestricted	5,518,458	4,947,806	570,652	12%
Cash and cash equivalents, restricted	4,511,811	5,056,015	-544,204	-11%
Receivables, net:				
Tipping Fees	2,662,327	2,889,404	-227,077	-8%
Due from other funds				
Due from component units				
Deposits and other assets				
Total assets	<u>12,692,596</u>	<u>12,893,225</u>	<u>-200,629</u>	<u>-2%</u>
<b>LIABILITIES AND FUND BALANCES (DEFICIT)</b>				
Liabilities:				
Accounts payable	0	0	0	
Accrued payroll and other	1,013,167	1,213,291	-200,124	-16%
Due to component units				
Due to other funds	971,620	1,692,448	-720,828	-43%
Deferred revenue			0	
Deposits and other liabilities			0	
Total liabilities	<u>1,984,787</u>	<u>2,905,739</u>	<u>-920,952</u>	<u>-32%</u>
Fund balance (deficit):				
Non-spendable				
Restricted	4,001,798	4,150,133	-148,335	-4%
Committed	0		0	
Assigned	6,706,009	5,837,353	868,656	15%
Unassigned	0		0	
Total fund balance (deficit)	<u>10,707,807</u>	<u>9,987,486</u>	<u>720,321</u>	<u>7%</u>
Total liabilities and fund balances (deficit)	<u>12,692,596</u>	<u>12,893,225</u>	<u>-200,632</u>	<u>-2%</u>

**Operating Budget Revenues, Other Sources, Expenditures, Reserves  
As of March 31, 2022**

Unaudited	Annual	Equipment		Reimbursement	Total	Allocated	ACTUALS	Variance	
	Budget	Replacement/	Layon Cell Closure	Preconstruction					
	Operations	ARPA		Cell 3 Costs	Budget	Budget			
<b>Revenues:</b>									
Commercial Fees (Large)	9,117,496	0		0	9,117,496	4,546,257	4,481,566	-64,691	-1%
Others - Government/Commercial Fees	1,253,410	0		0	1,253,410	472,532	472,532	0	0%
Residential Collection Fees	8,050,308	0		0	8,050,308	4,014,125	3,999,705	-14,420	0%
Host Community Fees	336,624	0		0	336,624	167,851	160,672	-7,180	-4%
Other Revenues	487,857	0		0	487,857	243,260	243,261	1	0%
Interest Income	0	0		0	0	0	526	526	n/a
Prior Year Revenues	0	0		0	0	0	0	0	n/a
Total revenues	<b>19,245,695</b>	<b>0</b>		<b>0</b>	<b>19,245,695</b>	<b>9,444,025</b>	<b>9,358,262</b>	<b>-85,764</b>	<b>-0.9%</b>
A/R Adjustment 3% of Residential Revenues	-241,509	0		0	-241,509	-120,424	(119,991)	432	-0.4%
Net Revenues	19,004,186	0		0	19,004,186	9,323,601	9,238,269	-85,333	-0.9%
ARPA Budget Allocation	0	10,374,267		0	10,374,267	1,076,185	1,076,185	0	0.0%
Total Revenues/ARPA Allocation	19,004,186	10,374,267		0	29,378,453	10,399,786	10,314,454	-85,332	-0.8%
Transfers In - Reimb. From Cell 3	0	0	0	850,194	850,194	850,194	850,194	0	n/a
Fund Balance - Cell Closure Reserves	0	0	165,000	0	165,000	0	-	0	n/a
Fund Balance - Equipment Replacement			1,100,000		1,100,000				
TOTAL REVENUES/OTHER SOURCES:	19,004,186	10,374,267	1,265,000	850,194	31,493,647	11,249,980	11,164,646	-85,334	-0.8%
<b>Expenditures by Object:</b>									
Salaries and wages	2,691,533	0		0	2,691,533	1,305,209	1,163,119	-142,090	-10.9%
<b>Contractual services:</b>									
Layon Operator	3,759,073	504,000		58,553	4,321,626	1,886,179	1,882,040	-4,139	-0.2%
Layon Operations	572,184	40,000	165,000	0	777,184	308,433	274,645	-33,788	-11.0%
Harmon Hauler Station Operations	3,156,933	77,000		84,132	3,318,065	1,779,033	1,693,241	-85,792	-4.8%
Closure & postclosure care	2,000,000	0		0	2,000,000	1,000,000	1,000,000	0	0.0%
Recycling Programs	966,755	0		70,880	1,037,635	518,818	538,236	19,418	3.7%
GEPA Appropriation	202,992	0		0	202,992	30,855	30,855	0	n/a
Contractual Employees	260,000	960,000		132,088	1,352,088	676,044	668,199	-7,845	-1.2%
Vehicle Maintenance	255,650	685,064		0	940,714	470,357	450,284	-20,073	-4.3%
PUC/Legal Expenses	80,000	152,000		0	232,000	105,499	105,499	0	0.0%
Others	240,952	36,204		344,427	621,583	139,632	139,632	0	0.0%
Total contractual services:	11,494,539	2,454,268	165,000	690,080	14,803,887	6,914,850	6,782,631	-132,219	-1.9%
Receiver	0	0	0	0	0	0	158,931	158,931	n/a
Travel	24,000	0		0	24,000	2,137	2,137	0	0.0%
Supplies	307,943	0		112,113	420,056	205,028	213,311	8,283	4.0%
Worker's compensation	4,000	0		0	4,000	2,000	0	-2,000	n/a
Drug testing	1,000	0		0	1,000	500	303	-197	-39.4%
Equipment	20,394	0		0	20,394	10,898	10,898	0	n/a
Utilities - power	71,775	0		21,000	92,775	46,338	46,633	295	0.6%
Utilities - water	18,000	0		0	18,000	9,000	5,341	-3,659	-40.7%
Communications	61,490	0		0	61,490	30,745	25,732	-5,013	-16.3%
Capital outlays	680,635	7,920,000	1,100,000	0	9,700,635	340,319	340,319	0	0.0%
Miscellaneous	343,626	0		27,000	370,626	185,313	204,258	18,945	10.2%
Reserves - Layon Landfill	0	0		0	0	0	0	0	n/a
Transfers to Host Community Fund	336,624	0		0	336,624	168,312	160,672	-7,640	-4.5%
Transfer out to General Fund (Debt Service), Cell 3	2,998,625	0		0	2,998,625	1,499,313	1,522,021	22,708	1.5%
Other Expenditures/Reserves:	4,868,113	7,920,000	1,100,000	160,113	14,048,225	2,499,903	2,531,625	31,722	1.3%
TOTAL EXPENDITURES/RESERVES:	19,054,184	10,374,268	1,265,000	850,193	31,543,645	10,719,962	10,636,306	-83,656	-0.8%
Excess (deficiency) of revenues/sources over (under expenditures/reserves)							528,338		

**Note:**

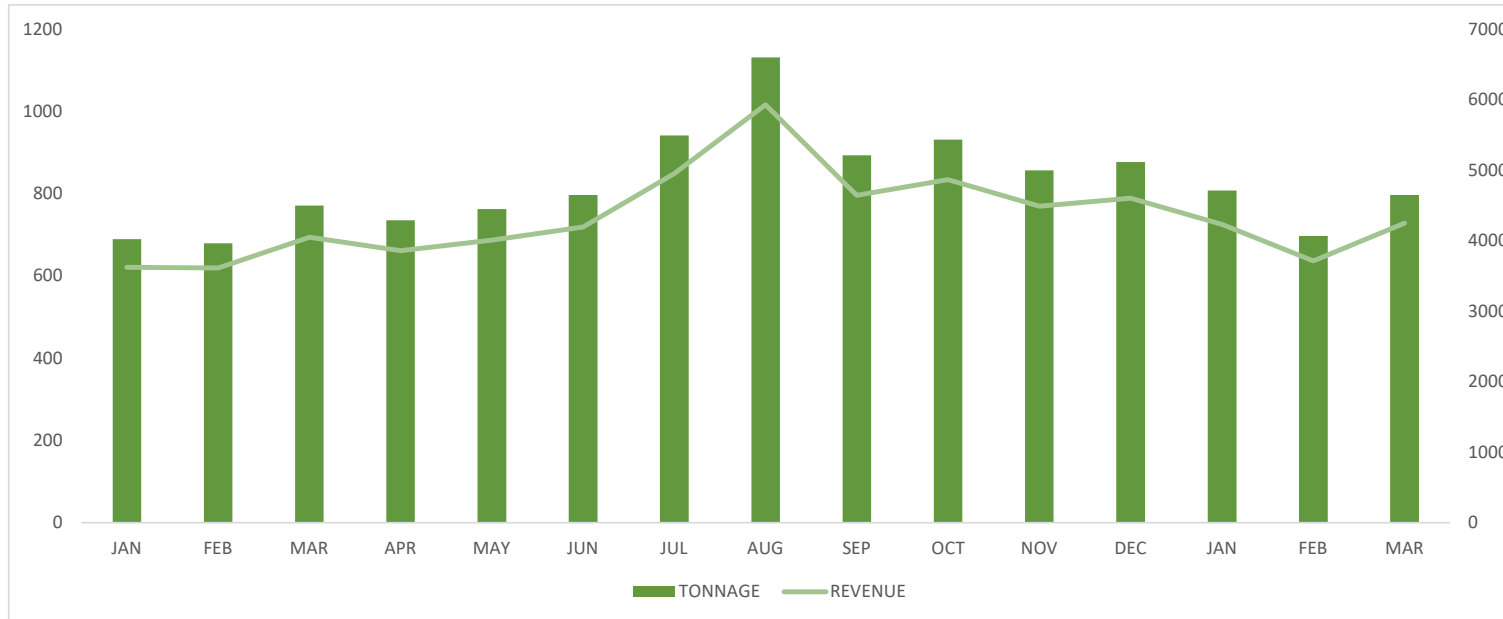
This report is based on preliminary month end numbers and is subject to change based on DOA updates and accounting adjustments.

ARPA Funds are allocated based on when they are expended.

Bad debt expense was based on FY2021 write off approximately 3% of Residential Revenues.

**FIFTEEN (15) MONTHS**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
TONNAGE	4,021	3,961	4,496	4,288	4,448	4,646	5,491	6,597	5,210	5,430	4,997	5,113	4,709	4,065	4,646
REVENUE	\$ 621	\$ 619	\$ 694	\$ 661	\$ 687	\$ 719	\$ 849	\$ 1,016	\$ 796	\$ 834	\$ 769	\$ 789	\$ 725	\$ 636	\$ 728



Compared to previous year March 2021, March 2022 revenues higher by 4.9%.

**FUND BALANCE as of March 31, 2022**

	Operational Fund	Ordot Post Closure Fund	Total
Fund Balance, September 30, 2021	5,837,353	4,150,133	9,987,486
Operating Budget, net change			
Revenues/Other Sources	11,164,645	1,000,500	12,165,145
Expenditures/Reserves	10,636,306	-1,148,835	9,487,471
Net Operating Budget	528,339	-148,335	380,005
Add back:			
Capital Outlay - Equipment Replacement reserves set asides	340,318	0	340,318
<b>Total Net change in Fund Balance</b>	<b>868,657</b>	<b>-148,335</b>	<b>720,322</b>
Ending Fund Balance, March 31, 2022	6,706,009	4,001,798	10,707,808

Note:

Carts and the Diesel Flat bed expected to be expended this fiscal year, total \$188,760.

4 Fleet trucks are expected to arrived and paid in FY2023.

Operating Budget Revenues, Expenditures, Reserves

As of March 31, 2022

Unaudited	FY2022 Actuals to Date	FY2021 Actuals to Date	Variance	% Increase (Decrease)
<b>Revenues:</b>				
Commercial Fees (Large)	4,481,566	3,941,705	539,861	13.7%
Others - Government/Commercial Fees	472,532	863,754	-391,222	-45.3%
Residential Collection Fees	3,999,705	3,722,770	276,935	7.4%
Host Community Fees	160,672	154,619	6,053	3.9%
Other Revenues	243,261	266,489	-23,228	-8.7%
Interest Income	1,026	1,613	-587	-36.4%
Total Revenues before A/R adjustment	<b>9,358,762</b>	<b>8,950,950</b>	<b>407,812</b>	<b>4.6%</b>
A/R Adjustment	-119,991	-111,683	-8,308	7.4%
Net: revenues	9,238,771	8,839,267	399,504	4.5%
ARPA Budget Allocation	1,076,185	0	1,076,185	n/a
Total Revenues/ARPA Allocation	10,314,956	8,839,267	1,475,689	16.7%
Transfers In - Reimb. From Cell 3	850,193	0	850,193	n/a
Fund Balance - Cell Closure Reserves	0	0	0	n/a
<b>Total Revenues/Transfers In:</b>	<b>11,165,146</b>	<b>8,839,267</b>	<b>2,325,882</b>	<b>26.3%</b>
<b>Expenditures by Object:</b>				
Salaries and wages - regular	756,677	824,032	-67,355	-8.2%
Salaries and wages - overtime	87,952	57,491	30,461	53.0%
Salaries and wages - fringe benefits	318,490	320,124	-1,634	-0.5%
	1,163,119	1,201,647	-38,528	-3.2%
<b>Contractual services:</b>				
Layon Operations	1,882,040	1,598,718	283,322	17.7%
Layon Others	274,645	225,371	49,274	21.9%
Harmon Hauler Station Operations	1,693,241	1,484,279	208,962	14.1%
Closure & postclosure care (OPCC)	1,148,835	1,156,051	-7,216	-0.6%
Recycling/Other Programs	538,236	492,016	46,220	9.4%
GEPA Appropriation	30,855	59,936	-29,081	-48.5%
Contractual Employees	668,199	558,620	109,579	19.6%
Vehicle Maintenance	450,284	555,093	-104,809	-18.9%
PUC/Legal Expenses	105,499	99,813	5,686	5.7%
Other Contractual	139,632	104,366	35,266	33.8%
Total Contractual	6,931,465	6,334,262	597,205	9.4%
Receiver	158,931	104,176	54,755	52.6%
Travel	2,137	0	2,137	n/a
Supplies	213,311	159,090	54,221	34.1%
Worker's compensation	0	0	0	n/a
Drug testing	303	282	21	7.4%
Equipment	10,898	628	10,270	1635.4%
Utilities - power	46,633	31,408	15,225	48.5%
Utilities - water	5,341	8,741	-3,400	-38.9%
Communications	25,732	29,888	-4,156	-13.9%
Capital outlays	0	0	0	n/a
Miscellaneous	204,258	132,653	71,605	54.0%
Reserves	0	0	0	n/a
Transfers to Host Community Fund	160,672	154,619	6,053	3.9%
Transfer out to General Fund (Debt Service), Cell 3 Exper	1,522,021	1,521,021	1,000	0.1%
Other Expenditures	2,191,305	2,038,330	152,976	7.5%
<b>TOTAL EXPENDITURES:</b>	<b>10,444,822</b>	<b>9,678,415</b>	<b>766,408</b>	<b>7.9%</b>
Excess (deficiency) of revenues over (under expenditures)	720,322	-839,149	1,559,470	-185.8%
Other financing sources (uses),				
Transfers in from other funds	0	0	0	
Transfers out to other funds	0	0	0	
Total other financing sources (uses), net	0	0	0	
Net Change in Fund Balance:	<b>720,322</b>	<b>-839,149</b>	<b>1,559,470</b>	<b>-185.8%</b>
Beginning Fund Balance, 09-30 (unaudited FY21)	9,987,486	11,066,473	-1,078,987	-9.8%
Ending Fund Balance, February	10,707,808	10,227,324	480,483	4.7%

Note:

This report is based on preliminary month end numbers and is subject to change based on DOA updates and accounting adjustments.

## **Solid Waste Operations Fund Highlights -**

GSWA Operations Fund fund balance decreased by \$1.1 m of which \$813k decrease is from the Operations Fund and \$247k decrease from the OPCC Fund. The decrease of fund balance in the Operations Fund was primarily due to the reduction of revenues due to COVID19.

Compared to the budgeted revenues of \$19.4 m, GSWA only recognized \$18.5m in revenues.

Tipping fee revenues of \$18.5m were higher by \$349k than previous year of \$18.17m.

Expenditures were \$17.2m in FY2021, an increase of \$30k compared to the previous year.

### **Findings -**

Sole Source procurement for temporary staffing services for 10 consecutive years since FY2011.

Response - Title 10, Chapter 51A, 51A118(b) of the Guam Code Annotated, allows GSWA to continue the contract for no more than three (3) years from the date of transfer of management from federal receivership. However, GSWA plans to bid out the services before the 3 year period lapses.

No Management Letter Comments.

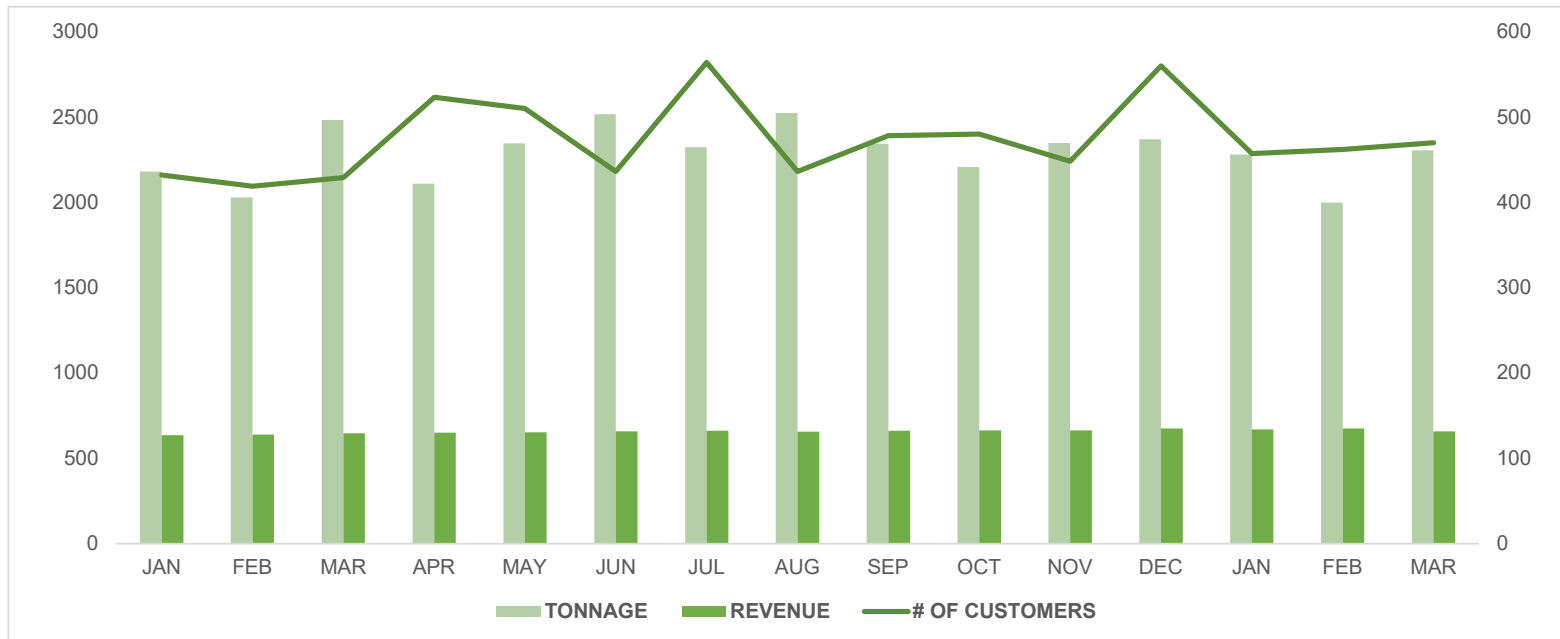


**KEY INDICATORS**  
**As of March 31, 2022**

Indicators	Target	Jan-22	Feb-22	22-Mar
Days in Cash	90	69	71.18	70
Collection Ratio				
* Month to Date	98%	90%	108%	110%
* Year to Date	98%	100%	101%	103%
Account Receivable Days	60	57	57	55
Account Payable Days	40 days	25	34	33
Residential Customers	20,537	21,585	21,593	21,380
Trucks Purchased - FY2020	4	0	0	0
Trucks Purchased - FY2021	2	0	0	0
Trucks Purchased - FY2022	4	0	0	0
Contamination Rate	25.0%	69%	60%	54%

**Residential Revenue & Tonnage**  
**JANUARY 2021 - MARCH 2022**  
**FIFTEEN (15) MONTHS**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
TONNAGE	2,180	2,029	2,482	2,110	2,346	2,515	2,323	2,523	2,344	2,207	2,347	2,370	2,281	1,998	2,304
REVENUE	\$ 635	\$ 639	\$ 646	\$ 649	\$ 652	\$ 657	\$ 661	\$ 656	\$ 661	\$ 663	\$ 663	\$ 674	\$ 668	\$ 674	\$ 657
# OF CUSTOMERS	20,456	20,692	20,811	20,904	21,031	21,148	21,205	21,155	21,264	21,281	21,268	21,528	21,585	21,593	21,380



Compared to previous year March 2021, March 2022 revenues higher by 1.7%.



## **GSWA Wage Study Analysis and Recommendation - Narrative**

Reference: PO # P216R00091  
"Compensation & Pay Plan Analysis Project"

### **Findings:**

Based on the parameters of the project (GSWA Compensation and Pay Plan Analysis Project – PO No. P216R00091), GSWA's current compensation and pay scale was compared to the requested like agencies of Guam Power Authority (GPA) and Guam Waterworks Authority (GWA). The spreadsheet (please see accompanying document "GSWA Wage Study Analysis and Recommendation – Spreadsheet") findings indicated that, for all existing comparable positions available, GSWA's wages were, on average, 48% lower than GWA and 29% lower than GPA. Thereby, it is evident that GSWA's wage scale was not close to parity with said comparative agencies.

### **Recommendation:**

To increase GSWA's grades and bring GSWA closer to parity, with the comparative agencies of GWA and GPA, is logical. We affirm the need for a wage scale increase.

Given the expediency and the need to meet the fiscal year budgeting timeline, a simple solution is to uniformly increase the grades of all positions across the board. For example, increase all positions by one grade, two grades, or three grades. The amount of the uniform increase will be at the discretion of GSWA management. This is where GSWA would weigh all business elements to determine fiscal propensity and justify the best decision on the amount of increase. Regardless of the decision, it is our recommendation to do it uniformly.

Our calculations indicate that a two grade appears the most feasible, given the expressed end goal of GSWA. With a two-grade increase, GSWA will still be, on average, 25% lower than GWA and 15% lower than Guam Power Authority. Again, assuming all else is equal, this is based on average calculations for all existing comparable positions using available information. More or less positions, in the comparison, could statistically make a difference.

Please see the accompanying document "GSWA Wage Study Analysis and Recommendation – Spreadsheet" for the numerical presentation of the data.

We appreciate your working partnership in the analysis of this important issue.