



**GUAM SOLID WASTE AUTHORITY
BOARD OF DIRECTORS MEETING
AGENDA**

Thursday, August 22, 2024 1:00p.m.
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. FINANCIAL UPDATE
 - a. GSWA BOARD RESOLUTION 2024-012 – RELATIVE TO AUTHORIZING THE GUAM SOLID WASTE AUTHORITY MANAGEMENT TEAM TO EXPAND INVESTMENTS BEYOND FDIC AND NCUA INSURANCE COVERAGE.
 - b. LEGAL COUNSEL’S REPORT
 - c. COMMITTEE REPORTS
 - i. GENERAL MANAGER EVALUATION
- VII. UNFINISHED BUSINESS
 - a. ISLAND WIDE TRASH COLLECTION INITIATIVE
 - b. ORDOT POST CLOSURE PLAN UPDATE
 - i. FEDERAL RECEIVERSHIP UPDATES / INFORMATION
 - c. LAYON CELLS 1 AND 2 CLOSURE
 - d. RATE CASE WITH PUBLIC UTILITIES COMMISSION
- VIII. NEW BUSINESS
- IX. COMMUNICATIONS AND CORRESPONDENCE
- X. PUBLIC FORUM - MEMBERS OF THE PUBLIC TO CONTACT GSWA TO BE PLACED ON THE AGENDA IF THEY WISH TO ADDRESS THE BOARD.
- XI. NEXT MEETING
- XII. ADJOURN

Guam Solid Waste Authority Board of Directors Regular Meeting
Thursday, August 22, 2024 – 1:00 PM (ChST)
Join Zoom Meeting

Link: <https://zoom.us/j/9140408814?pwd=TjZ3U0dHSVd0ajlKRjBhcWFrc1ZYZz09>
Meeting ID: 914 040 8814 **Passcode: 777546**

THE GUAM SOLID WASTE AUTHORITY BOARD OF DIRECTORS WILL HAVE A BOARD MEETING AUGUST 22, 2024 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. FINANCIAL UPDATE A. GSWA BOARD RESOLUTION 2024-012 – RELATIVE TO AUTHORIZING THE GUAM SOLID WASTE AUTHORITY MANAGEMENT TEAM TO EXPAND INVESTMENTS BEYOND FDIC AND NCUA INSURANCE COVERAGE. B. LEGAL COUNSEL’S REPORT C. COMMITTEE REPORTS II. GENERAL MANAGER EVALUATION VII. UNFINISHED BUSINESS A. ISLAND WIDE TRASH COLLECTION INITIATIVE B. ORDOT POST CLOSURE PLAN UPDATE I. FEDERAL RECEIVERSHIP UPDATES / INFORMATION C. LAYON CELLS 1 AND 2 CLOSURE D. RATE CASE WITH PUBLIC UTILITIES COMMISSION VIII. NEW BUSINESS IX. COMMUNICATIONS AND CORRESPONDENCE X. PUBLIC FORUM – MEMBERS OF THE PUBLIC MUST CONTACT GSWA TO BE PLACED ON THE AGENDA IF THEY WISH TO ADDRESS THE BOARD. XI. NEXT MEETING XII. ADJOURN

Access live stream of the meeting on GSWA website: <https://www.gswa.guam.gov/>

For more information, please contact GSWA Admin at keilani.mesa@gswa.guam.gov or 671-646-3215. Persons needing telecommunication device for the Hearing/Speech Impaired (TDD) may contact 671-646-3111. This advertisement was paid for by GSWA.



Joseph T. Duenas
CCU Chairman

GUAM POWER AUTHORITY
 ATURIDÁT ILEKTRESEDÁT GUAHAN
 P.O. BOX 2977 • HAGÁTNA, GUAM U.S.A. 96932-2977
 Telephone Nos. 671-648-3054/55 or Facsimile 671-648-3165

FINAL ADVERTISEMENT
INVITATION FOR BID



John M. Benavente, P.E.
General Manager

This notice is paid for by the **GUAM POWER AUTHORITY FEDERAL & REVENUE FUNDS**
 Public Law 26-12

| <u>BID NO.:</u> | <u>DUE DATE:</u> | <u>TIME:</u> | <u>DESCRIPTION:</u> |
|-----------------|------------------|--------------|--|
| GPA-110-24 | 09/04/2024 | 10:00 A.M. | New Current 4x4 Bucket Truck (U.S. Environmental Protection Agency Agreement Grant Number (FAIN) 98T8301 |
| GPA-113-24 | 08/22/2024 | 10:00 A.M. | Overhead 3 Phase Recloser (Revenue) |

Bid packages may be picked up at the GPWA Procurement Office, Room 101, 1st. Floor, Gloria B. Nelson Public Services Building, 688 Route 15, Mangilao, Guam 96913. All interested firms should register with our GPA's Procurement Division to be able to participate in the bid. Please call our office at (671) 648-3054 / 3055 to register. Registration is required to ensure that all "Amendments and Special Reminders" are communicated to all bidders throughout the bid process. Procurement instructions are posted on the Authority's web site at https://go.opengovguam.com/tenders/tenders_list-standalone/gpa?tender_status=Available and https://notices.guam.gov/notices?view=list&keyword=&date_from=&date_to=&type_id=&event_date_from=&event_date_to=&department_id=&division_id=&topic_id=&topic_id%5B%5D=59&topic_id%5B%5D=62&group_id=&deadline=0&show_records=10#notices_start

/s/ John M. Benavente, P.E.
General Manager

HELP WANTED

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Call Murphy International, LLC
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Joseph T. Duenas
CCU Chairman

GUAM POWER AUTHORITY
 ATURIDÁT ILEKTRESEDÁT GUAHAN
 P.O. BOX 2977 • HAGÁTNA, GUAM U.S.A. 96932-2977
 Telephone Nos. 671-648-3054/55 or Facsimile 671-648-3165



John M. Benavente, P.E.
General Manager

INVITATION FOR BID

This notice is paid for by the **GUAM POWER AUTHORITY REVENUE FUNDS**
 Public Law 26-12

| <u>BID NO.:</u> | <u>DUE DATE:</u> | <u>TIME:</u> | <u>DESCRIPTION:</u> |
|-----------------|------------------|--------------|--------------------------------|
| GPA-114-24 | 08/29/2024 | 9:00 A.M. | LED Luminaire, 150W Equivalent |
| GPA-115-24 | 08/29/2024 | 10:00 A.M. | Guy Compression Fitting |

Bid packages may be picked up at the GPWA Procurement Office, Room 101, 1st. Floor, Gloria B. Nelson Public Services Building, 688 Route 15, Mangilao, Guam 96913. All interested firms should register with our GPA's Procurement Division to be able to participate in the bid. Please call our office at (671) 648-3054 / 3055 to register. Registration is required to ensure that all "Amendments and Special Reminders" are communicated to all bidders throughout the bid process. Procurement instructions are posted on the Authority's web site at: https://go.opengovguam.com/tenders/tenders_list-standalone/gpa?tender_status=Available and https://notices.guam.gov/notices?view=list&keyword=&date_from=&date_to=&type_id=&event_date_from=&event_date_to=&department_id=&division_id=&topic_id=&topic_id%5B%5D=59&topic_id%5B%5D=62&group_id=&deadline=0&show_records=10#notices_start

/s/ John M. Benavente, P.E.
General Manager

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GUAM WATERWORKS AUTHORITY

Gloria B. Nelson Public Service Building 688 Route 15 Mangilao, Guam 96913
 P.O. Box 3010, Hagåtña, Guam 96932
 Tel. No. (671) 300-6846/48 Fax No. (671) 648-3290

THIS AD IS PAID FOR BY GWA (PUBLIC LAW 26-12)

INVITATION TO BID

The Guam Waterworks Authority invites sealed bids for **Submersible Pumps & Motors, Cables and Splicing Gel** in GWA IFB. NO. 2024-19. Bids will be received until 10:00 a.m. Chamorro Standard Time on Thursday, **September 5, 2024**, at the GWA Procurement Office, situated on the first floor of the Gloria B. Nelson Public Services Building in Mangilao. At this appointed time and location, all bids will be publicly and virtually opened via GoToMeeting and read aloud. Bidders interested in attending the virtual meeting may send their request to psbids@guamwaterworks.org to obtain the GoToMeeting ID/Link prior to the due date and time.

Each bid must be accompanied by a Bid/Performance Bond, amounting to fifteen percent (15%) of the total bid price. Acceptable bid securities include Bid/Performance Bonds, Surety Bonds, or certified/cashier's checks payable to the Guam Waterworks Authority.

A non-refundable fee of \$15.00 is required for each set of bidding documents, available for purchase at the GWA Procurement Office. Alternatively, bidders can access the bid package for download at www.guamwaterworks.org without charge. However, vendors are strongly encouraged to register via email at psbids@guamwaterworks.org or visit the GWA Procurement Office to ensure receipt of updated information, notices, or bid amendments.

GWA retains the right to amend, reject, or revise any or all proposals and to waive minor imperfections in the bid proposal in the best interest of the Guam Waterworks.

/s/ Miguel C. Bordallo, P.E.
General Manager



Guam Solid Waste Authority Board of Directors Regular Meeting
Thursday, August 22, 2024 – 1:00 PM (ChST)

Join Zoom Meeting

Link: <https://zoom.us/j/9140408814?pwd=TjZ3U0dHSVd0ajlKRjBhcWFrclZlZz09>
 Meeting ID: 914 040 8814 Passcode: 775546

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Your trusted source for Guam election coverage

The Guam Daily Post is committed to keeping you informed this election season.

Look for the **Post Vote 2024** logo in print and on our website to find the latest news and info regarding all of the political races and candidates.

In the months leading up to Nov. 5, all of our election coverage will be archived in a special section of our website to serve as a useful tool for gaining insight about your picks before you head to the polls.

THE GUAM DAILY
POST

LAW OFFICES OF JACQUES G. BRONZE
A Professional Corporation
173 Aspinall Avenue, Suite 206A
Hagatna, Guam 96910
Telephone: (671) 649-2392
Facsimile: (671) 649-2394
Email: jagb6@yahoo.com
Bar No.: 96003

Attorney for Plaintiff

IN THE SUPERIOR COURT OF GUAM
FIRST HAWAIIAN BANK,
Plaintiff,
v.
MELCHOR T. CAMINA,
Defendant.
CIVIL CASE NO. CV0163-24
SUMMONS

WARNING: This is an official document from the court that affects your rights. Read this carefully. If you do not understand it, contact a lawyer for help.

TO: MELCHOR T. CAMINA
314 Assumption Drive
Piti, Guam 96915

- A lawsuit has been filed against you. A copy of the lawsuit and other court papers are served on you with this Summons.
- If you do not want a judgement or order taken against you without your input, you must file an Answer in writing with the court, and pay the filing fee. If you do not file an Answer the other party may be given the relief requested in their Complaint. To file your Answer take, or send, the Answer to the:
 - Office of the Clerk of the Superior Court of Guam
120 West O'Brien Drive
Hagatna, Guam 96910-5174
 - OR by electronic filing by sending to: efilecivil@guamcourts.org (or as modified by the Clerk of Court).
- Deliver or mail a copy of your Answer to the other party at the address listed on the top of this Summons.
- If this Summons and the other court papers were served on you by a registered process server or a Marshal, within Guam or other Jurisdictions of the United States, your Answer must be filed within TWENTY (20) CALENDAR DAYS from the date you were served, not counting the day you were served, except when a different time is prescribed by order of the court. Service by a registered process server or a Marshal is complete when made.
- You can get a copy of the court papers filed in this case from the Plaintiff at the address listed the top of the preceding page, from the Clerk of the Superior Court's Record's Section
- Requests for reasonable accommodation for persons with disabilities must be made to the Judiciary's ADA Coordinator at least ten (10) calendar days in advance of a scheduled proceeding.
ADA Coordinator
Phone: (671) 475-3375
E-mail: ada@guamcourts.gov
(or as modified by the Clerk of Court)
- Requests for an interpreter for persons with limited English proficiency must be made to the Language Access Manager by the party needing the interpreter and/or translator or his/her counsel at least ten (10) calendar days in advance of a scheduled court proceeding.
Language Access Manager
Phone: ((671) 475-3299
E-mail: dwelle@guamcourts.gov
(or as modified by the Clerk of Court)

DATED: 04/03/2024

JANICE M. CAMACHO-PEREZ, ESQ.
Clerk of Court
/s/ Perry T. Guerrero II
Deputy Clerk

MCDONALD LAW OFFICE, LLC

173 Aspinall Avenue, Suite 207A
Hagatna, Guam 96910
Telephone: (671) 588-8866
Facsimile: (671) 472-9616
Email: guam@mcdonaldlaw.com

Attorneys for Petitioner
Mark Mendiola

IN THE SUPERIOR COURT OF GUAM
IN THE MATER OF THE ESTATE
OF
CHANG KUN LEE and
KYUNG SUP LEE,
Deceased,
BY
MARK. MENDIOLA,
Petitioner.

PROBATE CASE NO. PR0078-24
NOTICETO CREDITORS

NOTICE IS HEREBY GIVEN by the undersigned, Charles H. McDonald II, counsel for Administrator, MARK MENDIOLA of the Estates of CHANG KUN LEE and KYUNG SUP LEE, deceased, to the creditors of, and all persons having claims against said Estate or against said deceased, that within sixty (60) days after the first publication of this notice, they either file them with the necessary vouchers in the office of the Clerk of the Superior Court of Guam, Hagatna, Guam or exhibit them with the necessary vouchers to said administrator, or his attorneys McDonald Law Office, LLC, 173 Aspinall Avenue, Suite 207A Hagatna, Guam 96910, the same being the place for such transaction.

Dated this 16th day of July, 2024

MCDONALD LAW OFFICE, LLC
Attorneys for Administrator
BY: /s/ CHARLES H. McDONALD II

MCDONALD LAW OFFICE, LLC

173 Aspinall Avenue, Suite 207A
Hagatna, Guam 96910
Telephone: (671) 588-8866
Facsimile: (671) 472-9616
Email: guam@mcdonaldlaw.com

Attorneys for Petitioner/Administrator
Michael Joseph Techaira

IN THE SUPERIOR COURT OF GUAM
IN THE MATER OF THE ESTATE
OF
MICHAEL FRANKIE TECHAIRA AND
CATHERINEBAZA TECHAIRA,
Deceased,
BY
MICHAEL JOSEPH TECHAIRA
Petitioner.

PROBATE CASE NO. PR0099-24
NOTICETO CREDITORS

NOTICE IS HEREBY GIVEN by the undersigned, Charles H. McDonald II, counsel for Administrator Michael Joseph Techaira of the Estate of Michael Frankie Techaira and Catherine Baza Techaira, deceased, to the creditors of, and all persons having claims against said Estate or against said deceased, that within sixty (60) days after the first publication of this notice, they either file them with the necessary vouchers in the office of the Clerk of the Superior Court of Guam, Hagatna, Guam or exhibit them with the necessary vouchers to said Administrator, or his attorneys McDonald Law Office, LLC, 173 Aspinall Avenue, Suite 207A Hagatna, Guam 96910, the same being the place for such transaction.

Dated: August 5, 2024

MCDONALD LAW OFFICE, LLC
Attorneys for Petitioner/Administrator
Michael Frankie Techaira
BY: /s/ CHARLES H. McDONALD II



Guam Solid Waste Authority Board of Directors Regular Meeting
Thursday, August 22, 2024 – 1:00 PM (ChST)
Join Zoom Meeting

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Meeting ID: 914 040 8814 Passcode: 777546

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**GUAM SOLID WASTE AUTHORITY
BOARD OF DIRECTORS' MEETING MINUTES
Thursday, July 25, 2024
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 1:05 p.m.

II. Roll Call

Board Members:

| | |
|----------------|-----------|
| Andrew Gayle | Chairman |
| Peggy Denney | Secretary |
| Jim Oehlerking | Member |

Management & Staff:

| | |
|-----------------|---------------------------|
| Irvin Slike | General Manager |
| Kathrine Kakigi | Comptroller |
| Roman Perez | Operations Superintendent |
| Keilani Mesa | Administrative Officer |
| Shannon Taitano | GSWA Legal Counsel |

Guests:

| | |
|-----------------------|-------------------------------------|
| Harvey Gershman | GBB Federal Receiver Representative |
| Christopher Lund | GBB Federal Receiver Representative |
| Steven Schilling | GBB Federal Receiver Representative |
| Chace Anderson | GBB Federal Receiver Consultant |
| Joyce Tang | Attorney for GBB Federal Receiver |
| Jesse Chargualaf | Senator Perez Office |
| Vincent Leon Guerrero | Pacific Human Resources, Inc. |

III. Determination of Proof of Publication

1st Publication with Guam Daily Post, Thursday, July 18, 2024
2nd Publication with Guam Daily Post, Tuesday, July 23, 2024

IV. Approval of Agenda Items

No objections to the agenda items were made and Chairman Gayle proceeded with the agenda items.



V. Approval of Minutes

Board members reviewed the draft minutes of the June 20, 2024 meeting. Secretary Denney motioned to approve the minutes, and Member Oehlerking seconded the motion. The minutes for the Board meeting held on June 20, 2024 were approved.

VI. Reports

a. Management Reports

i. Operational Update

General Manager Slike reported on the increase in employee count and the distribution of overtime, which led to improved productivity and on-time collections. Administrative Officer Keilani Mesa presented the performance indicators, noting a decrease in trash collections in June compared to May, primarily due to PCS season and the resumption of bin retrievals for delinquent accounts. She also reported that the number of missed service reports for the month decreased by 213, reflecting instances reported by customers to customer service.

Administrative Officer Keilani Mesa reported that the Customer Service Employee Count did not have any changes. Coverage continues to be adjusted as needed. Additionally, there has been a reduction in walk-ins and incoming calls, primarily due to timely collections without delays. The average wait time for phone calls has been reduced by 37 seconds.

Chairman Gayle remarked that the trends are very positive.

ii. Financial Update

General Manager Slike stated that the trend of increasing commercial revenue continues, and he believes it may be attributed to the military build-up. General Manager Slike stated that management is still trying to keep expenditures steady. Chairman Gayle briefly reviewed the financial reports. He highlighted that in May, revenues exceeded expenditures by \$284,000, and year-to-date, revenues have surpassed expenditures by nearly \$4 million. Chairman Gayle briefly browsed over the submitted Solid Waste Operations Fund Report, Fund Balance, Operating Balance Sheet, Operating Budget Revenues/Expenditures, Typhoon Mawar Related Revenues and Government Reimbursement (May 2023 – January 2024), Special Waste Tonnage and Revenue Report, Commercial and Military Revenue and Tonnage Report, Residential Revenue and Tonnage Report, GWA Biosolids Billings Comparative, and Key Indicators, all as of May 2024.

Comptroller Kakigi mentioned that GSWA is still collaborating with FEMA to secure reimbursement for costs related to the Typhoon Mawar claim. General Manager Slike noted that Comptroller Kakigi tends to underestimate revenue, which currently works in the agency's favor. Secretary Denney inquired about the biosolids reduction progress anticipated by GWA. General Manager Slike expressed uncertainty about why biosolids remain high and expects this trend to continue through 2025.



b. Legal Counsel's Report

Attorney Taitano reported that the CSC Grievance case was dismissed, which subsequently led to a post-audit of the GSWA Compensation Plan. She also informed the board that she is handling a protest from Morrico regarding one of the GSWA procurements, which is currently under review by the OPA.

c. Committee Reports

i. General Manager Evaluation

Tabled.

VII. Unfinished Business

a. Island Wide Trash Collection Initiative

Chairman Gayle stated that the bill was vetoed because it lacked a suitable funding source for the lifeline program. The Governor agrees that GSWA ratepayers should not bear the costs of this program. Updates will be provided as they are received.

b. Ordot Post Closure Plan Update

i. Federal Receivership Updates / Information

Receiver Representative Steven Schilling reported on the Receiver's portion of the SEP Report, noting that they submitted approximately 299 pages of information to the USEPA. He also mentioned that GEPA still needs to complete their portion.

Receiver Representative Christopher Lund presented data on the Annual Leachate Quantities from 2016 through 2023, along with a cost review of the leachate quantities for the first six months of 2024. He also provided a summary of the post-closure facility performance.

Receiver Representative Harvey Gershman updated the board on the plans for the RCRA Trust Agreement and reported the current balances of the two accounts that they manage. He stated that the first account has a little under a million dollars, which they use to pay the bills, and about 7.3 million dollars in the investment account, totaling 8.2 million dollars. The total post-closure cost estimate, with the escalation, is 32.4 million dollars. Possible sources to fund this could come from the settlement funds, which are 30.6 million dollars, and the balance from the receiver trust account number two, which is 1.8 million dollars, to make up the 32.5 million dollars. He stated they are happy to hear that the funds are at the Department of Administration and will be invested shortly, he hopes.

GBB Attorney Joyce Tang provided updates on the GWA claims.



Receiver Representative Harvey Gershman presented the tasks and proposed transition timeline for ending the receivership. He reviewed eight tasks that need to be completed and provided projected timelines for each. Attorney Joyce Tang briefly discussed the Joint Status Report and mentioned that she will be coordinating with everyone on their respective assignments. Receiver Representative Chris Lund briefly outlined the proposed transition plan and mentioned that more details will be provided at the next meeting. Receiver Representative Harvey Gershman stated that they are awaiting feedback from the EPA on the RCRA agreement, noting that it has been over a week since their last conversation, and there have been delays on the EPA's side. Receiver Representative Harvey Gershman also informed the Board that corrections will be made to the slides, and the corrected versions will be provided.

ii. Geosyntec Report for Ordot

Tabled.

c. Layon Cells 1 and 2 Closure

Tabled.

d. Rate Case with Public Utilities Commission

General Manager Slike reported that the rate increase will primarily cover the capital improvements needed at Layon during the first year. He also mentioned that while the rate model has changed slightly, there will be a modest increase over the next three years.

VIII. New Business

None.

IX. Communications and Correspondence

None.

X. Public Forum: Members of the public to contact GSWA to be placed on the agenda if they wish to address the board.

None.

XI. Next meeting

The next meeting will be held via video conference on Thursday, August 22, 2024 at 1:00pm.

XIII. Adjourn

Secretary Denney motioned to adjourn meeting. Member Oehlerking seconded the motion. Motion was passed unanimously, and the meeting was adjourned 2:24 p.m.

PERFORMANCE INDICATORS

| RESIDENTIAL TRASH COLLECTION: | Jan 2024 | Feb 2024 | Mar 2024 | Apr 2024 | May 2024 | Jun 2024 | Jul 2024 | DIFFERENCE |
|--|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-------------------|
| NO. OF TRASH COLLECTIONS: | 85,808 | 85,832 | 85,924 | 86,220 | 86,380 | 86,316 | 86,104 | (212) |
| MISSED SERVICE: | 362 | 434 | 491 | 272 | 650 | 437 | 334 | (103) |
| CUSTOMER SERVICE: | | | | | | | | |
| EMPLOYEE COUNT (PHONES): | 2 | 2 | 2 | 3 | 3 | 3 | 2 | - |
| EMPLOYEE COUNT (WALK IN): | 2 | 2 | 2 | 1 | 1 | 1 | 1 | - |
| EMPLOYEE COUNT (EMAILS & SUPERVISION): | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - |
| TOTAL EMPLOYEE COUNT: | 5 | 5 | 5 | 5 | 5 | 5 | 4 | - |
| TOTAL WALK-INS: | 1125 | 933 | 930 | 1,074 | 818 | 794 | 953 | 159 |
| CALLS RECEIVED: | 4,901 | 3,438 | 4,231 | 6,691 | 3,931 | 3,228 | 4,157 | 929 |
| CALLS ANSWERED: | 1,584 | 1,755 | 1,860 | 2,568 | 2,893 | 2,551 | 2,792 | 241 |
| CALLS ABANDONED | 3,132 | 1,665 | 2,039 | 4,079 | 1,038 | 668 | 1,355 | 687 |
| ANSWER RATE: | 32.32% | 51.05% | 47.67% | 38.38% | 73.60% | 79% | 67% | -12% |
| AVERAGE WAIT TIME: | 6:29 | 5:00 | 4:54 | 6:46 | 2:30 | 1:53 | 3:02 | 1:09 |
| AVERAGE HANDLE TIME: | 3:32 | 3:23 | 3:25 | 2:56 | 2:51 | 2:34 | 2:51 | 0:17 |
| AVERAGE TIME TO ABANDONMENT: | 5:39 | 4:28 | 4:04 | 6:27 | 3:18 | 2:32 | 4:10 | 1:38 |

***ONE CSR ON MEDICAL LEAVE FROM 3/25 - PRESENT.**

GUAM SOLID WASTE AUTHORITY FUNDS

FUND BALANCE as of July 31, 2024

Unaudited

| | Operational Fund | Ordot Post Closure Fund | Total |
|--|---------------------|-------------------------------|-------------------|
| Fund Balance, September 30, 2023 <i>audited</i> | 7,032,938 | 4,912,400 | 11,945,338 |
| <i>Add: Revenues/Other Sources:</i> | 23,959,977 | 1,961,616 | 25,921,593 |
| <i>Transfers In- SWOF</i> | 0 | 1,886,800 | 1,886,800 |
| | <u>23,959,977</u> | <u>3,848,416</u> | <u>27,808,393</u> |
| <i>Less: Expenditures/Reserves:</i> | 21,973,731 | 1,009,023 | 22,982,753 |
| <i>Transfers Out - OPCC</i> | 1,886,800 | 0 | 1,886,800 |
| <i>Carry Over Encumbrances</i> | 1,150 | 0 | 1,150 |
| | <u>23,861,681</u> | <u>1,009,023</u> | <u>24,870,703</u> |
| <i>Net Operating Budget</i> | <u>98,296</u> | <u>2,839,393</u> | <u>2,937,689</u> |
| <i>Add back:</i> | | | |
| <i>Capital Outlay - Equipment Replacement reserves</i> | | | |
| <i>set asides</i> | 567,196 | 0 | 567,196 |
| <i>Layon Reserves</i> | 166,667 | 0 | 166,667 |
| Total Net change in Fund Balance | 832,158 | 2,839,393 | 3,671,552 |
| Ending Fund Balance, July 31, 2024 (unaudited) | <u>7,865,096</u> | <u>7,751,793</u> | <u>15,616,890</u> |

Note:

FY2024 SWOF Budget funding source includes Fund Balance allocation of \$2.3 million.

Solid Waste Operations Fund
 Operating Balance Sheet
 As of July 31, 2024 and September 30, 2023
 (Unaudited)

| | As of 31-Jul-24 | As of 30-Sep-23 | Change | % |
|--|--------------------|--------------------|-------------------|--------|
| | | | | Change |
| ASSETS | | | | |
| Cash and cash equivalents, unrestricted | 4,365,436 | 5,702,502 | -1,337,066 | -23% |
| Cash and cash equivalents, restricted | 1,121,450 | 5,963,590 | -4,842,140 | -81% |
| Investments, Restricted | 8,544,635 | 0 | 8,544,635 | n/a |
| Receivables, net: | | 0 | | |
| Tipping Fees | 3,530,865 | 4,192,816 | -661,951 | -16% |
| Due from other funds | | 0 | | |
| Due from component units | | 0 | | |
| Deposits and other assets | | 0 | | |
| Total assets | <u>17,562,386</u> | <u>15,858,908</u> | <u>1,703,478</u> | 11% |
| LIABILITIES AND FUND BALANCES (DEFICIT) | | | | |
| Liabilities: | | | | |
| Accounts payable | 0 | 0 | 0 | |
| Accrued payroll and other | 1,127,186 | 1,625,285 | -498,099 | -31% |
| Due to component units | 0 | 0 | | |
| Due to other funds | 536,964 | 2,240,108 | -1,703,144 | -76% |
| Deferred revenue | 233,168 | 0 | 233,168 | n/a |
| Deposits and other liabilities | 48,177 | 48,177 | 0 | |
| Total liabilities | <u>1,945,497</u> | <u>3,913,570</u> | <u>-1,968,074</u> | -50% |
| Fund balance (deficit): | | | | |
| Restricted, OPCC | 7,751,793 | 4,912,400 | 2,839,393 | 58% |
| Committed | 0 | | 0 | |
| Assigned | 7,865,096 | 7,032,938 | 832,158 | 12% |
| Unassigned | 0 | 0 | 0 | |
| Total fund balance (deficit) | <u>15,616,890</u> | <u>11,945,338</u> | <u>3,671,552</u> | 31% |
| Total liabilities and fund balances (deficit) | <u>17,562,386</u> | <u>15,858,908</u> | <u>1,703,478</u> | 11% |

Note:

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

Operating Budget Revenues, Expenditures

As of July 31, 2024

| Unaudited | FY2024 Actuals to Date | FY2023 Actuals to Date | Variance | % Increase (Decrease) |
|--|------------------------------|------------------------------|--------------------|-----------------------------|
| Revenues: | | | | |
| Commercial Fees (Large) | 10,103,581 | 8,370,672 | 1,732,909 | 20.7% |
| Others - Government/Commercial Fees | 3,925,791 | 1,781,272 | 2,144,519 | 120.4% |
| Residential Collection Fees (net 3%) | 6,538,870 | 6,558,818 | (19,948) | -0.3% |
| Host Community Fees | 394,729 | 293,244 | 101,485 | 34.6% |
| Other Revenues | 366,478 | 345,872 | 20,606 | 6.0% |
| Interest Income/Gains/Losses | 295,888 | 1,905 | 293,983 | 15430.7% |
| Prior Year Revenues | 17,296 | 107,816 | (90,520) | -84.0% |
| Total Revenues | 21,642,632 | 17,459,599 | 4,183,033 | 24.0% |
| ARPA Budget Allocation | 2,278,957 | 3,020,766 | (741,809) | -0.25 |
| Transfers In - Reimb from Cell 3 | 0 | 0 | 0 | 0.0% |
| Transfers In - Recycling Revolving Fund | 333,333 | 333,333 | 0 | n/a |
| Total Other Resources/Transfers In | 2,612,290 | 3,354,099 | (741,809) | -0.22 |
| Total Revenues/Other Resources/Transfers In: | 24,254,923 | 20,813,697 | 3,441,224 | 16.5% |
| Expenditures by Object: | | | | |
| Salaries and wages - regular | 2,081,987 | 1,762,672 | 319,314 | 18.1% |
| Salaries and wages - overtime | 221,296 | 294,174 | (72,878) | -24.8% |
| Salaries and wages - fringe benefits | 846,889 | 688,737 | 158,153 | 23.0% |
| | 3,150,172 | 2,745,583 | 404,589 | 14.7% |
| Contractual services: | | | | |
| Layon Operations | 3,886,480 | 3,195,539 | 690,941 | 21.6% |
| Layon Others | 310,441 | 724,299 | (413,858) | -57.1% |
| Harmon Hauler Station Operations | 3,225,675 | 3,318,777 | (93,102) | -2.8% |
| Ordot Postclosure care (OPCC) | 1,009,023 | 1,784,394 | (775,371) | -43.5% |
| Recycling/Other Programs | 286,869 | 611,967 | (325,098) | -53.1% |
| GEPA Appropriation | 0 | 34,754 | (34,754) | -100.0% |
| Contractual Employees | 840,808 | 1,101,974 | (261,166) | -23.7% |
| Vehicle Maintenance | 215,996 | 665,091 | (449,095) | -67.5% |
| PUC/Legal Expenses | 157,783 | 184,725 | (26,942) | -14.6% |
| Other Contractual | 367,273 | 323,887 | 43,386 | 13.4% |
| Total Contractual | 10,300,346 | 11,945,407 | (1,645,059) | -13.8% |
| Receiver | 969,053 | 478,271 | 490,782 | 102.6% |
| Travel | 10,718 | 14,485 | (3,767) | -26.0% |
| Supplies | 360,264 | 433,881 | (73,617) | -17.0% |
| Vehicle Supplies | 255,259 | 249,796 | 5,463 | n/a |
| Worker's compensation | 0 | 0 | 0 | 0.0% |
| Drug testing | 1,266 | 1,571 | (305) | -19.4% |
| Equipment | 5,950 | 33,517 | (27,567) | -82.2% |
| Utilities - power | 80,353 | 98,802 | (18,449) | -18.7% |
| Utilities - water | 8,081 | 8,257 | (176) | -2.1% |
| Communications | 48,247 | 43,293 | 4,954 | 11.4% |
| Miscellaneous | 179,970 | 216,122 | (36,152) | -16.7% |
| Reserves | 0 | 0 | 0 | 0.0% |
| Transfers to Host Community Fund | 394,729 | 293,244 | 101,485 | 34.6% |
| Transfer out to General Fund (Debt Service), Cell 3 | 2,540,000 | 2,538,187 | 1,813 | 0.1% |
| Total Operating Expenditures | 3,884,843 | 3,931,155 | -46,319 | -1.2% |
| TOTAL EXPENDITURES before Capital Outlays | 18,304,414 | 19,100,416 | (796,002) | -4.2% |
| Capital outlays | 2,278,957 | 345,576 | 1,933,381 | 559.5% |
| TOTAL EXPENDITURES: | 20,583,371 | 19,445,992 | -796,007 | -4.1% |
| Excess (deficiency) of revenues over (under expenditures) | | | | |
| | 3,671,552 | 1,367,702 | 2,303,850 | 168.4% |
| 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: | 3,671,552 | 1,367,702 | 2,303,850 | 168.4% |
| Beginning Fund Balance, 09-30 (audited) | 11,945,338 | 10,190,449 | 1,754,889 | 17.2% |
| Ending Fund Balance, July (unaudited) | 15,616,888 | 11,558,151 | 4,058,737 | 35.1% |

Note:

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

TYPHOON MAWAR
Typhoon related Revenues and Government Reimbursement
May 29, 2023 to January 2024

| Site | May 29 to June 30 | July | August | September | FY2023 Total | October | November | December | January | FY2024 Total | Grand Total |
|---|-------------------|------------|------------|------------|--------------|------------|------------|------------|-----------|--------------|--------------|
| DPW Typhoon Waste/Sites | 161,280.77 | 97,222.85 | 19,359.79 | 84,876.87 | 362,740.28 | 106,088.27 | 5,293.64 | 53,263.94 | 13,773.62 | 178,419.47 | 541,159.75 |
| Mayor's Typhoon Waste | 10,024.98 | 0.00 | 0.00 | 0.00 | 10,024.98 | 0.00 | | | 322.31 | 322.31 | 10,347.29 |
| Commercial Typhoon Waste | 272,871.07 | 0.00 | 0.00 | 0.00 | 272,871.07 | 31,644.65 | 9,418.89 | 47,828.42 | | 88,891.96 | 361,763.03 |
| Residential Typhoon Waste | 0.00 | 628,300.00 | 0.00 | 0.00 | 628,300.00 | 0.00 | | | | 0.00 | 628,300.00 |
| Residential Transfer Stations | 0.00 | 77,550.00 | 0.00 | 0.00 | 77,550.00 | 0.00 | | | | 0.00 | 77,550.00 |
| PFM/Commercial | 0.00 | | 23,782.79 | 45,574.02 | 69,356.81 | 340,977.15 | 110,584.80 | | | 451,561.95 | 520,918.76 |
| ECC/Commercial | 0.00 | 0.00 | 383,218.49 | 224,404.90 | 607,623.39 | 318,599.04 | 438,983.50 | | | 757,582.54 | 1,365,205.93 |
| Typhoon Revenues/Reimbursement Grand Total: | 444,176.82 | 803,072.85 | 426,361.07 | 354,855.79 | 2,028,466.53 | 797,309.11 | 564,280.83 | 101,092.36 | 14,095.93 | 1,476,778.23 | 3,505,244.76 |

Special Waste
Tonnage and Revenue Report
October 2023 - July 2024

| | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUNE | JULY | TOTAL |
|---------|-----------|----------|-----------|-----------|-----------|------------|--------------|------------|-----------|-----------|--------------|
| Tonnage | 258 | 54 | 130 | 270 | 81 | 1,316 | 11,309 | 3,220 | 138 | 158 | 16,933 |
| Revenue | \$ 42,861 | \$ 9,646 | \$ 21,730 | \$ 46,318 | \$ 13,869 | \$ 208,256 | \$ 1,770,098 | \$ 507,263 | \$ 23,650 | \$ 27,113 | \$ 2,670,804 |

Special Waste Type by Tons:

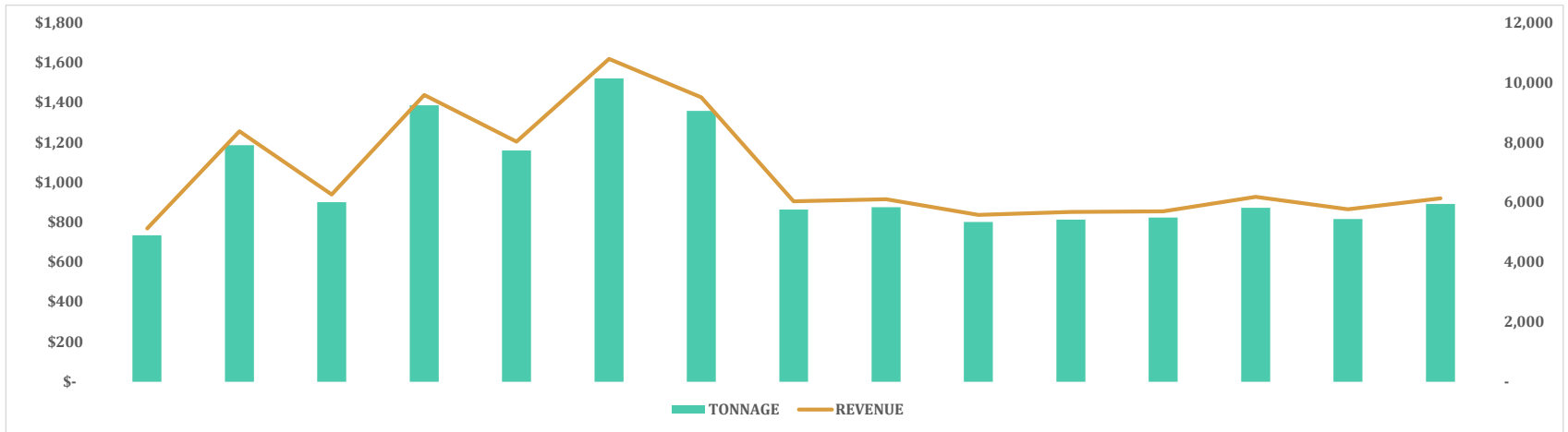
| | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUNE | JULY | TOTAL | % of Tons |
|--------------------|------------|-----------|------------|------------|-----------|--------------|---------------|--------------|------------|------------|---------------|----------------|
| Treated Wood | 258 | 54 | 130 | 270 | 70 | 142 | 176 | 312 | 138 | 158 | 1,707 | 10.08% |
| Rubberized Paint | 0 | 0 | 0 | 0 | 11 | 0 | 0 | 0 | 0 | 0 | 11 | 0.06% |
| Regulated Soil | 0 | 0 | 0 | 0 | 0 | 1,122 | 10,936 | 2,908 | 0 | 0 | 14,967 | 88.39% |
| Non-Regulated Soil | 0 | 0 | 0 | 0 | 0 | 51 | 197 | 0 | 0 | 0 | 248 | 1.47% |
| TOTAL | 258 | 54 | 130 | 270 | 81 | 1,316 | 11,309 | 3,220 | 138 | 158 | 16,933 | 100.00% |

Commercial/Military Revenue & Tonnage

Period May 2023 - July 2024

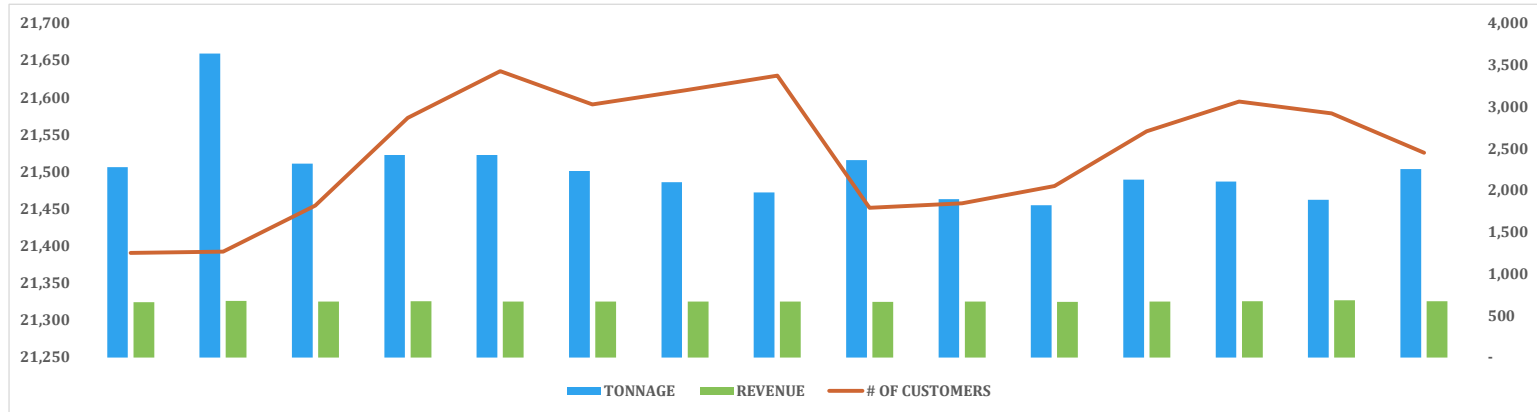
Fifteen (15) months

| | MAY | JUNE | JULY | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUNE | JULY |
|---------|--------|----------|--------|----------|----------|----------|----------|--------|--------|--------|--------|--------|--------|--------|--------|
| TONNAGE | 4,889 | 7,898 | 5,994 | 9,225 | 7,717 | 10,130 | 9,046 | 5,751 | 5,829 | 5,333 | 5,409 | 5,480 | 5,808 | 5,435 | 5,938 |
| REVENUE | \$ 768 | \$ 1,254 | \$ 937 | \$ 1,436 | \$ 1,202 | \$ 1,617 | \$ 1,424 | \$ 903 | \$ 914 | \$ 835 | \$ 850 | \$ 854 | \$ 926 | \$ 863 | \$ 918 |



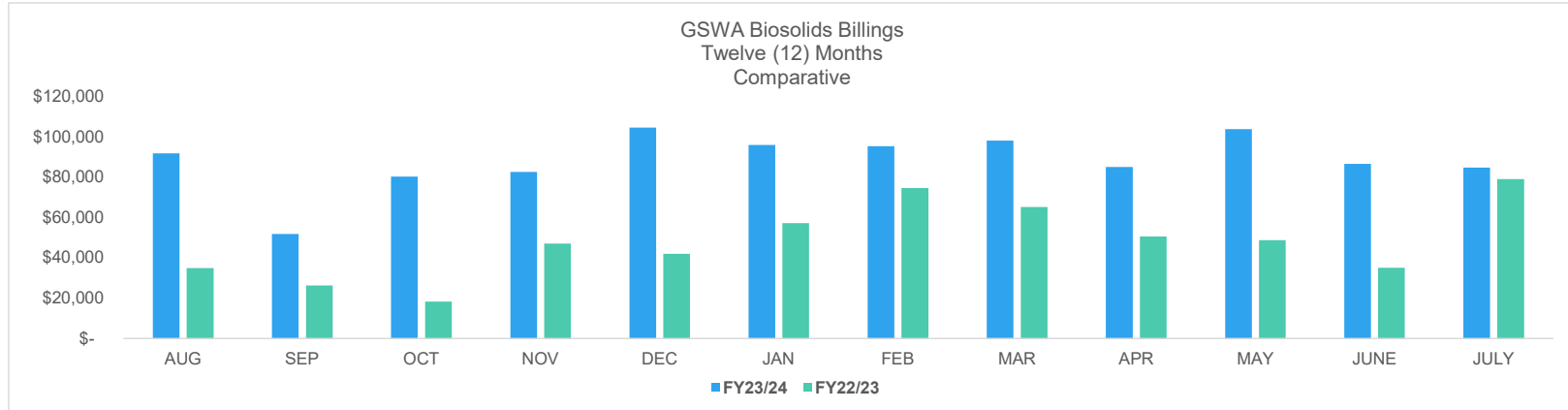
Residential Revenue & Tonnage
Period May 2023 - July 2024
Fifteen (15) months

| | MAY | JUNE | JULY | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUNE | JULY |
|-------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| TONNAGE | 2,281 | 3,643 | 2,323 | 2,428 | 2,428 | 2,236 | 2,102 | 1,978 | 2,365 | 1,897 | 1,824 | 2,133 | 2,108 | 1,890 | 2,256 |
| REVENUE | \$ 664 | \$ 678 | \$ 672 | \$ 677 | \$ 673 | \$ 674 | \$ 673 | \$ 674 | \$ 670 | \$ 672 | \$ 669 | \$ 672 | \$ 676 | \$ 687 | \$ 675 |
| # OF CUSTOM | 21,391 | 21,393 | 21,455 | 21,573 | 21,636 | 21,591 | 21,610 | 21,630 | 21,452 | 21,458 | 21,481 | 21,555 | 21,595 | 21,579 | 21,526 |



**Guam WaterWorks Authority Biosolids
Billings Comparative
Twelve (12) Months Comparative**

| | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUNE | JULY |
|---------|-----------|-----------|-----------|-----------|------------|-----------|-----------|-----------|-----------|------------|-----------|-----------|
| FY23/24 | \$ 91,761 | \$ 51,868 | \$ 80,266 | \$ 82,601 | \$ 104,520 | \$ 96,030 | \$ 95,429 | \$ 98,195 | \$ 85,019 | \$ 103,850 | \$ 86,527 | \$ 84,817 |
| FY22/23 | \$ 35,015 | \$ 26,430 | \$ 18,316 | \$ 47,135 | \$ 41,967 | \$ 57,200 | \$ 74,600 | \$ 65,312 | \$ 50,589 | \$ 48,860 | \$ 35,164 | \$ 79,091 |



KEY INDICATORS
As of July 31, 2024

| Indicators | Target | May-24 | Jun-24 | Jul-24 |
|---|--------|--------|--------|---------|
| Days in Cash | 90 | 105 | 96 | 92 |
| Residential Collection Rate: | | | | |
| * Month to Date | 98% | 95% | 94% | 102% |
| * Year to Date | 98% | 101% | 101% | 101% |
| Commercial/Govt/Others Collection Rate: | | | | |
| * Month to Date | 98% | 170% | 77% | 101% |
| * Year to Date | 98% | 104% | 104% | 105% |
| Account Receivable Days | 60 | 51.2 | 55 | 57 |
| Account Payable Days | 30 | 45 | 46 | Pending |
| Residential Customers | 21,691 | 21595 | 21579 | 21526 |
| Trucks Procured/Purchased - FY2023 | 6 | 6 | 6 | 6 |
| Trucks Procured/Purchased - FY2024 | 4 | 4 | 4 | 4 |
| Trucks Not Delivered | 4 | 4 | 4 | 4 |
| Plastic | 5% | 0 | 0 | 0 |
| Contamination Rate | 25.0% | 100% | 100% | 100% |

TRUST AGREEMENT

Trust Account Number: _____

This Trust Agreement (Agreement) is entered into as of _____
by and between:

| GRANTOR | TRUSTEE |
|--|---|
| Owner or Operator Name: <u>Guam Solid Waste Authority (GSWA)</u> per Section 1(a) | Trustee Name: _____ per Section 1(b) |
| Address: <u>546 North Marine Corps Drive Tamuning, Guam 96913</u> | Address: _____ |
| Phone Number: <u>671-646-3111</u> | Phone Number: _____ |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input checked="" type="checkbox"/> Government of Guam, Autonomous Public Corporation In the State of <u>Guam</u> | <input type="checkbox"/> Incorporated in the State of _____ <input type="checkbox"/> A National Bank _____ |

Whereas, the United States Environmental Protection Agency, "EPA," an agency of the United States Government, and Guam EPA, "GEPA," an agency of the Government of Guam, have established certain regulations applicable, or relevant and appropriate to the Grantor, requiring that an owner or operator of a solid waste management facility shall provide assurance that funds will be available when needed for closure and/or post-closure care of the facility,

Whereas, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein,

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

Now, Therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

- (a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.
- (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of GEPA. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property,

which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by GEPA.

Section 4. Payment for Closure and Post-Closure Care. The Trustee shall make payments from the Fund as the GEPA Administrator shall direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the GEPA Administrator from the Fund for closure and post-closure expenditures in such amounts as the GEPA Administrator shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the GEPA Administrator specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; *except that:*

- (i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, [15 U.S.C. 80a-2.\(a\)](#), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;
- (ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and
- (iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, [15 U.S.C. 80a-1](#) *et seq.*, including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions

conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;
- (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and
- (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the GEPA Administrator a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the GEPA Administrator shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor

trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the GEPA Administrator, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the GEPA Administrator to the Trustee shall be in writing, signed by the GEPA Administrator, or their designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or GEPA hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or GEPA, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and the GEPA Administrator, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the GEPA Administrator, or by the Trustee and the GEPA Administrator if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the GEPA Administrator, or by the Trustee and the GEPA Administrator, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the GEPA Administrator issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Guam.

(Name of State)

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

DRAFT

IN WITNESS WHEREOF:

The parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written: The parties below certify that the wording of this Agreement is identical to the wording specified in 40 CFR 264.151(a)(1), except for minor clarifications required and accepted by EPA and GEPA and incorporated herein, as such regulations were constituted on the date first above written.

| | |
|--|--------|
| Signature of Grantor: | Title: |
| Typed or Printed Name of Person Signing: | Seal: |
| Attest: Title | |
| Signature of Trustee: | Title: |
| Typed or Printed Name of Person Signing: | Seal: |
| Attest: Title | |

CERTIFICATION OF ACKNOWLEDGMENT

[Must accompany the trust agreement for a trust fund as specified in §§ 264.143(a) and 264.145(a), and GEPA's authorized equivalent regulations]

State of _____
 Village of _____

On this _____ [date], before me personally came _____ [name of Grantor signatory] to me known, who, being by me duly sworn, did depose and say that she/he resides at _____ [address], that she/he is _____ [title] of _____ [name of Owner or Operator, per Section 1(a)], the Government of Guam, Autonomous Public Corporation described in and which executed the above instrument; that she/he knows the seal of said Autonomous Public Corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Autonomous Public Corporation, and that she/he signed her/his name thereto by like order.

 [Signature of Notary Public]

EXHIBIT A

TRUST AGREEMENT BY AND BETWEEN [REDACTED]

AND THE [REDACTED]

As provided for in Section 14 of the Trust Agreement, all orders, requests, and instructions by the Grantor to the Trustee shall be in writing and signed, as identified in Section 14 of the Trust Agreement, by each official of the Grantor identified in this Exhibit A and listed below. Any changes to the Officials of the Grantor must be by numbered and dated amendment to Exhibit A and inserted into this Trust Agreement. A copy of the amended Exhibit A shall be provided to GEPA.

Officials of the Grantor.

Officials of the Grantor who have authority to give instructions are:

Name: Irvin L. Slike

Title: General Manager, Guam Solid Waste Authority

Name: Harvey W. Gershman

Title: Founder Associate, Gershman Brickner & Bratton Inc.,
In its Capacity as the Receiver for the Guam Solid Waste
Authority as ordered by the U.S. District Court for the
Territory of Guam

TRUST AGREEMENT
SCHEDULE A

This Agreement demonstrates financial assurance for the following cost estimate(s) and/or operating liability for the following facility(ies):

| EPA Identification Number | CERCLIS Identification Number | Name of Facility(ies) | Address of Facility(ies) | Cost Estimates and or operating liability coverage for which Financial Assurance is being demonstrated by this Agreement |
|---------------------------|-------------------------------|--|--|---|
| GUD980637649 | 09A7 | Ordot Landfill Superfund Site a.k.a Ordot Dump Closure Facility | Dero Rd, Ordot-Chalan Pago, Guam 96913 | Closure: _____ Post Closure: _____ Corrective Action: _____ Per Occurrence: _____ Annual Aggregate: _____ Total: _____ |

The cost estimates listed here were last adjusted on _____
Date

DRAFT

TRUST AGREEMENT
SCHEDULE B

The fund is established initially as consisting of the following:

\$ 31,328,444.47 , Thirty-one million, three hundred twenty-eight thousand, four hundred forty-four & 47/100

as evidenced

by

(Name of institution drawn on)

Check Number

Dated

I hereby certify that funds have been received and deposited.

| | |
|--|--|
| Authorized Signature: | Title: |
| Typed or Printed Name of Person Signing: | Address and Phone Number of Person Signing:: |



Guam SOLID WASTE RECEIVER



Presentation to the GSWA Board



August 22, 2024
1 PM ChST





Guam SOLID WASTE RECEIVER



Topics

1. Ordot Operations Update
2. Status of Receiver Trust Accounts
3. GWA Claim Update
4. RCRA Trust update, aka US EPA Trust
5. Cessation Certification Next Steps
6. Transition Planning
7. Questions? Discussion & Topics for Next Meeting



Source: Google Maps





Guam SOLID WASTE RECEIVER



1. Ordot Operations Update





Guam SOLID WASTE RECEIVER



Annual Leachate Quantity 2016 through 2023

| Year | Leachate (Gallons) |
|------|--------------------|
| 2016 | 7,397,019 |
| 2017 | 8,518,884 |
| 2018 | 18,658,285 |
| 2019 | 23,952,805 |
| 2020 | 27,748,045 |
| 2021 | 30,040,379 |
| 2022 | 40,976,930 |
| 2023 | 15,870,700 |
| 2024 | 1,803,997 (6 mos.) |





Guam SOLID WASTE RECEIVER



Leachate Quantity and GWA Charges 2023 to July 31, 2024

| Month/Year | Leachate (Gallons) | Charges |
|------------|--------------------|-------------|
| Jan-23 | 2,230,800 | \$73,069.93 |
| Feb-23 | 907,400 | \$27,163.84 |
| Mar-23 | 658,900 | \$19,726.16 |
| Apr-23 | 584,500 | \$17,498.71 |
| May-23 | 718,100 | \$21,497.17 |
| Jun-23 | 1,335,200 | \$39,970.73 |
| Jul-23 | 1,041,800 | \$31,186.96 |
| Aug-23 | 1,619,100 | \$24,668.05 |
| Sep-23 | 2,758,200 | \$42,022.24 |
| Oct-23 | 2,223,400 | \$33,972.34 |
| Nov-23 | 1,114,600 | \$17,030.34 |
| Dec-23 | 678,700 | \$10,369.83 |
| Jan-24 | 492,800 | \$7,530.05 |
| Feb-24 | 318,600 | \$4,867.93 |
| Mar-24 | 246,200 | \$3,761.81 |
| Apr-24 | 241,900 | \$3,695.30 |
| May-24 | 227,800 | \$3,480.79 |
| Jun-24 | 276,700 | \$4,228.04 |
| Jul-24 | 401,786 | \$6,139.03 |





Guam SOLID WASTE RECEIVER



2. Status of Receiver Trust Accounts

Receiver Trust Accounts at Bank of Guam Balances – as of July 31, 2024

- Receiver Trust Account #1
 - \$ 1,121,449.55
- Receiver Trust Account #2
 - \$ 7,294,635.35
- Total - \$8,416,084.90
- Trust Account #2 investments made with review and consent of the GSWA Controller





Guam SOLID WASTE RECEIVER



3. GWA Claim Update

- Receiver submitted the GWA Claim to GWA on August 21, 2024
- Included GK² Inc. (Tiger Gillham) Report *Evaluation of Contribution of GWA Waterline Leaks on Dero Road to Ordot Dump Leachate Flow & Volume*
 - This report confirms and validates the conclusions re: Dero Waterline leaks
- Sunshine Act Request to GWA for:
 - Insurance policies covering general liability, management and professional liability for period 2018 – 2023
 - Claim against policies related to GWA Claim An independent review of the Receiver's new claim was conducted





Guam SOLID WASTE RECEIVER



3. GWA Claim Update (cont'd)

| # | Description | Total |
|--------------|--|-----------------------|
| 1 | Aug. 16, 2023 Demand Letter (2018-2022) | \$2,650,222.00 |
| 2 | Add'l Leachate Quantities (1/01/23 - 10/31/23) | \$60,075.02 |
| 3 | B&C Change Orders Leachate Investigation (2022 - 7/2024) | \$650,543.00 |
| 4 | Allocated Receiver's Cost for Leachate Work (2018 - 5/31/24) | \$737,595.19 |
| 5 | Add'l Detry Truck Charges (2018 – 10/2023) | \$187,214.12 |
| 6 | Allocated Pump Power Costs (2018 – 10/2023) | \$95,007.86 |
| 7 | Allocated Repair Work Costs (2018 – 2023) | \$26,584.01 |
| Total | | \$4,407,241.20 |





Guam SOLID WASTE RECEIVER



4. RCRA-Compliant Trust Update

- DOJ/EPA and Receiver have reached agreement on a RCRA-Compliant Trust Agreement
 - GSWA is named as the Grantor
 - GSWA and Receiver are named in Exhibit A as having to both authorize all transactions
 - Bank of Guam has agreed to executing this form and abide by its 2019 fee proposal
 - Monies deposited here would all count toward PCCE funding
 - This agreement can be set up immediately





Guam SOLID WASTE RECEIVER



4. RCRA-Compliant Trust Update (cont'd)

- If GEPA/EPA PCCE is fully funded here, GSWA monthly payments and escalation payments would be suspended
 - Receiver can augment GSWA deposit of \$30.6 million to reach full GEPA/EPA PCCE of \$32.5 million
 - Future escalation payments subject to being covered by future interest income





Guam SOLID WASTE RECEIVER



GSWA Plan to Create RCRA Compliant Trust Fund

(Source: Guam Attorney General's Office - 8/19/24)

| | | Equipment Replacement | |
|-------------------------------------|-----------------------|-----------------------|---------------|
| | Ordot Dump Investment | Fund Investment | |
| Principal Amount | 30,578,444.47 | 750,000.00 | |
| Interest Rate | 4.97% | 4.97% | |
| Proj Annual Interest | 1,519,748.69 | 37,275.00 | |
| 12 months | 12 | 12 | |
| Monthly Interest | 126,645.72 | 3,106.25 | |
| 5 months | 5 | 4 | |
| Interest for 5 months | 633,228.62 | 12,425.00 | |
| Principal Amount | 30,578,444.47 | 750,000.00 | |
| Total Proj Balance, Dec 2024 | 31,211,673.09 | 762,425.00 | 31,974,098.09 |
| Goal Amount | | | 32,462,184.24 |
| | | FEMA Mawar | (488,086.15) |
| | | Reimbursement | \$661,913.19 |





Guam SOLID WASTE RECEIVER



5. Cessation Certification Next Steps

- The Receiver, US EPA, and DOJ are discussing remaining steps needed for an acceptable certification
- May be resolved in near future





Guam SOLID WASTE RECEIVER



6. Transition Planning

- Receiver is in the process of developing information roadmap to inform and guide GSWA development of Transition Plan
- GSWA has recently submitted an update on transition planning
- GSWA draft transition plan will need to consider and include the information the Receiver is to provide for it to be complete
- Process is ongoing and moving forward expeditiously





Guam SOLID WASTE RECEIVER



7. QUESTIONS?

DISCUSSION

TOPICS FOR NEXT MEETING

