



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

Wednesday, September 4, 2024 4:00p.m.  
VIA VIDEO CONFERENCE

- I. CALL TO ORDER
- II. ROLL CALL
- III. DETERMINATION OF PROOF OF PUBLICATION
- IV. APPROVAL OF AGENDA ITEMS
- V. NEW BUSINESS
  - a. TRANSFER OF CERCLA SETTLEMENT FUNDS INTO RCRA – COMPLIANT TRUST ACCOUNT
- VI. ADJOURNMENT

**Guam Solid Waste Authority Board of Directors  
Special Board Meeting**

**Wednesday, September 4, 2024 – 4:00 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 SPECIAL BOARD MEETING SEPTEMBER 4, 2024 AT 4:00 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. NEW BUSINESS A. TRANSFER OF CERCLA SETTLEMENT FUNDS INTO THE RCRA – COMPLIANT TRUST ACCOUNT VI. 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](mailto: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.*

## Multi Learning Center Online Tutor

**Gabriel Lau, President, and Principal Administrator**  
**Multi-Learning**  
**Educational Services Corporation (Guam and Hawaii)**

Please contact Gabriel at 671-777-6951 or at  
 multilearningcenter@gmail.com



424 Route 8 • Maite, Guam 96910 T: 671.475.8900/01 • F: 671.475.8922

### PUBLIC NOTICE

For: Regular Board Meeting Date: Friday, August 30, 2024 Time: 12:30 p.m. Place: GGRF Conference Room  
 Zoom Meeting Link: <https://us06web.zoom.us/j/8247751629?pwd=8ndkLjZ3bWZqQmkuZjSSZkZlNkYVpvaWZkdz09>  
 YouTube Channel: [https://www.youtube.com/channel/UCGUR3vNR32TB\\_K9d4J7N1Q](https://www.youtube.com/channel/UCGUR3vNR32TB_K9d4J7N1Q)

**DEFINED CONTRIBUTION** I. Call to Order II. Review and Approval of Board Minutes; A. 7/26/2024 Regular Meeting;  
 III. Correspondence; A. None; IV. Director's Report; V. Third Party Administrator's Report; A. Contribution Report – July 2024;  
 VI. Standing Committee Reports; A. Investment Committee; 1. Action on Fund Manager(s) – Searches; 2. Action on Fund Manager(s) – Watch; B. Members and Benefits Committee; VII. Old Business; A. None; VIII. New Business; A. None; IX. Open Discussion / General Public Input; X. Announcements; XI. Adjournment

**DEFINED BENEFIT** I. Call to Order; II. Review and Approval of Board Minutes; A. 7/26/2024 Regular Meeting;  
 III. Correspondence; A. None; IV. Director's Report; A. Milliman, Actuarial Consultant – Fee Increase; V. Legal Counsel's Report; A. None; VI. Treasurer's Report of Financial Status; VII. Standing Committee Reports; A. Investment Committee; 1. Action on Fund Manager(s) – Searches; 2. Action on Fund Manager(s) – Watch; B. Members and Benefits Committee; 1. Approval of Retirement Benefits; VIII. Travel Reports – IFEPP Advanced Trustees and Administrators Institute – 6/24-26/2024, Las Vegas, Nevada; A. Antolina S. Leon Guerrero, Chair; B. Paula M. Blas, Director; IX. Old Business; A. None; X. New Business; A. None; XI. Open Discussion / General Public Input; XII. Announcements; XIII. Adjournment

For individuals requiring special accommodations, please contact 475-8900/01.

/s/ Paula M. Blas, Director

This ad is paid with government funds by GGRF.

## Guam Cancer Trust Fund Council Meeting

The Guam Cancer Trust Fund Council will hold its monthly meeting online on

**Thursday, August 29, 2024 at 4:00 p.m.**

If interested in attending the meeting, please register at [gctf@triton.uog.edu](mailto:gctf@triton.uog.edu).

### AGENDA

- I. CALL TO ORDER
- II. REPORT FROM THE CHAIR
- III. REPORT FROM GCTF PROGRAM MANAGER
- IV. OLD BUSINESS
- V. NEW BUSINESS
- VI. OPEN DISCUSSION/INFORMATION
- VII. ADJOURNMENT



**Guam Solid Waste Authority Board of Directors**  
**Special Board Meeting**  
**Wednesday, September 4, 2024 – 4:00 PM (ChST)**

**Join Zoom Meeting**

Link: <https://zoom.us/j/9140408814?pwd=TjZ3U0dHSV0aajlKRjBhcWFrclZlYz09>

Meeting ID: 914 040 8814 Passcode: 777546

THE GUAM SOLID WASTE AUTHORITY BOARD OF DIRECTORS WILL HAVE A SPECIAL BOARD MEETING SEPTEMBER 4, 2024 AT 4:00 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. NEW BUSINESS A. TRANSFER OF CERCLA SETTLEMENT FUNDS INTO THE RCRA – COMPLIANT TRUST ACCOUNT VI. 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](mailto: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.

## AVAILABLE JOBS FOR ELIGIBLE U.S. WORKERS

### 21 - CARPENTER WITH 1 YEAR EXP.

\$18.34 PER HR.

Construct, erect, install, or repair structures and fixtures made of wood such as concrete forms, building frameworks including partitions, joists, studding, rafters, windows and door frames. Build rough wooden structures such as concrete forms, scaffolds, bridge, sewer supports and temporary frame shelters according to sketches, blueprints or oral instructions. Measure and mark cutting lines on materials using a ruler, pencil, chalk and marking gauge. Install structures or fixtures such as windows, frames, or hardware using carpenter's hand or power tools.

### 10 - CEMENT MASON WITH 1 YEAR EXP.

\$17.51 PER HR.

Smooth and finish surfaces of poured concrete such as floors, walls, sidewalks, roads or curbs using a variety of hand and power tools. Align forms for sidewalks, curbs, or gutters; patch voids; and use saws to cut expansion joints. Measure distance from reference points and mark guidelines to lay out work using plumb bobs and levels. Calculate angles and courses and determine vertical and horizontal alignment of courses. Break or cut bricks, tiles, or blocks to size using trowel ledge, hammer, or power saw. Interpret blueprints and drawings to determine specifications and calculate materials required.

### 10 - ELECTRICIAN WITH 1 YEAR EXP.

\$21.02 PER HR.

Install, maintain, repair electrical wiring, equipment and fixtures. Ensure that work is in accordance with relevant codes. May install or service streetlights, intercom systems or electrical control systems. Plan layout and installation of electrical wiring, equipment, or fixtures based on job specifications and local codes. Connect wires with circuit breakers, transformers or other components. Test electrical systems or continuity of circuits in electrical wiring, equipment, or fixtures using testing devices such as ohmmeters, voltmeters or oscilloscopes to ensure compatibility and safety of system. Inspect electrical systems, equipment or components to identify hazards, defects or the need for adjustment or repair and to ensure compliance with codes. Prepare sketches or follow blueprints to determine the location of wiring or equipment and to ensure conformance to building and safety codes. Work from ladders, scaffolds, or roofs to install, maintain or repair electrical wiring, equipment or fixtures.

### 10 - HVAC AND REFRIGERATION MECHANICS WITH 1 YEAR EXP.

\$21.91 PER HR.

Test electrical circuits or components for continuity, using electrical test equipment. Repair or replace defective equipment, components, or wiring. Connect heating or air conditioning equipment to fuel, water, or refrigerant source to form complete circuit. Inspect and test systems to verify system compliance with plans and specifications or to detect and locate malfunctions. Perform mechanical overhauls and refrigerant reclaiming. Install dehumidifiers or related equipment for spaces that require cool, dry air to operate efficiently, such as computer rooms. Cut or drill holes in floors, walls, or roof to install equipment, using power saws or drills. Mount compressor, condenser, and other components in specified locations on frames, using hand tools and acetylene welding equipment. Measure, cut, thread, or bend pipe or tubing, using pipe fitter's carbon-based energy consumption and reduce carbon emissions. Repair or service heating, ventilating, and air conditioning (HVAC) systems to improve efficiency, such as by changing filters, cleaning ducts, and refilling non-toxic refrigerants. Test pipes, lines, components, and connections for leaks. Comply with all applicable standards, policies, or procedures, such as safety procedures or the maintenance of a clean work area.

Benefits: Roundtrip airfare for off-island hire; Food and lodging @ \$80.00 per week; local transportation from employer's designated lodging facility to/from jobsite. Employer/employee-paid commercial medical and dental insurance provided.

The job offer meets all EEO requirements and initiates a temporary placement. The recruitment associated with this job offer is closely monitored by the Department of Labor. Qualified, available and willing U.S. workers are highly encouraged to apply. Should you qualify for the job and are not hired, you may appeal with the Department of Labor who will independently review the matter.

Apply in person at the American Job Center

414 W. Soledad Avenue, Suite 300 GCIC Building Hagatna, Guam

Or apply online at [www.hireguam.com](http://www.hireguam.com); Enter Keyword: 2024-096

## APPLY NOW!!

### 385 - CARPENTER with two years exp.

\$18.34 per hour\*

Duties: Construct, erect, install, and repair structures and fixtures made of wood.

### 210 - CEMENT MASON with two years exp.

\$17.51 per hour\*

Duties: Smooth and finish surfaces of poured concrete floors, walls, sidewalks or curbs to a specified texture.

### 35 - CONSTRUCTION EQUIPMENT MECHANIC with two years exp.

\$21.77 per hour\*

Duties: Diagnose, adjust, repair, overhaul and maintain mobile mechanical, hydraulic cranes, bulldozers, graders, and conveyors.

### 90 - ELECTRICIAN with two years exp.

\$21.02 per hour\*

Duties: Plan layout, install, maintain and repair electrical wiring, equipment and fixtures.

### 55 - HEAVY EQUIPMENT OPERATOR with two years exp.

\$18.97 per hour\*

Duties: Operate one of several types of power construction equipment, such as motor graders, roller compactor, telehandler, bulldozers, scrapers, compressors, pumps, scissors lift, man lift, shovels, tractors, backhoe or excavator

### 60 - HVAC AND REFRIGERATION MECHANIC with two years exp.

\$21.91 per hour\*

Duties: Install, service, or repair air conditioning systems and ductwork in residences or commercial establishments

### 50 - PIPEFITTER with two year exp.

\$19.48 per hour\*

Duties: Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases.

### 80 - PLUMBER with two years exp.

\$19.48 per hour\*

Duties: Assemble, install, and repair pipes, fittings, and fixtures of water and drainage systems according to specifications and plumbing codes.

### 150 - REINFORCING METAL WORKER with two years exp.

\$16.98 per hour\*

Duties: Position and secure steel rods in concrete forms to reinforce concrete.

### 40 - SHEET METAL WORKER with two years exp.

\$20.44 per hour\*

Duties: Fabricate, assemble, install, and repair sheet metal products and equipment, such as ducts, control boxes, drainpipes, and furnace casings.

### 25 - WELDER with two years exp. and current D1.1 welding certification

\$20.30 per hour\*

Duties: Use hand-welding, flame-cutting, hand soldering, or brazing equipment to weld or join metal components or to fill holes, indentations, or seams of fabricated metal products. Has maintained the welding test requirements of Section 4 of the ANSI/AWS code and has current welding certification.

\*Special wage rate: Work to be performed on DPRI-funded projects and projects covered by Davis Bacon, Service Contracts Act, and/or Executive Order 14206 will be paid no less than the indicated wage rate but may be paid more where special rates apply.

Benefits: Roundtrip airfare for off-island hire; food & lodging at \$150.00 per week; local transportation to/from jobsite. Employer/Employee paid commercial medical insurance provided. For work performed on SCA contracts ONLY: Health and Welfare of \$4.80 per hour, 11 Paid Holidays and 2 weeks Paid Vacation after 1 year of service.

Successful applicants must be able to obtain military base access.

The job offer meets all EEO requirements and initiates a temporary placement. The recruitment associated with this job offer is closely monitored by the Department of Labor. Qualified, available and willing U.S. workers are highly encouraged to apply. Should you qualify for the job and are not hired, you may appeal with the Department of Labor who will independently review the matter.

The complete job duties may be viewed in person at  
 American Job Center, 3rd Floor, GCIC Building

414 W. Soledad Ave. Suite 300, Hagatna, Guam 96910  
 Or online at [www.hireguam.com](http://www.hireguam.com); Enter Keyword: 2024-098



## MANGILAO MUNICIPAL PLANNING COUNCIL Public Notice Announcement

The Mangilao Municipal Planning Council will hold a Regular Meeting  
Wednesday, September 4, 2024 at 6:00PM  
at the Mangilao Senior Citizens Center.

- I. CALL TO ORDER
- II. ROLL CALL
- III. READING AND APPROVAL OF MINUTES
- IV. TREASURER'S REPORT
- V. CHAIRMAN'S REPORT
  1. Department of Public Health and Social Services:  
Training and Lab Facility
- VI. OLD BUSINESS
  1. Community Programs
  2. 80th Guam Liberation Celebration
- VIII. OPEN FLOOR
  1. Mangilao Donne' Festival 2024
- IX. ADJOURNMENT

Individuals requiring special accommodations may contact the Mangilao Mayor's Office at 671-734-2163 or email [mangilao96913@gmail.com](mailto:mangilao96913@gmail.com).

This ad was paid for by the Mangilao Municipal Planning Council.



### Guam Solid Waste Authority Board of Directors Special Board Meeting Wednesday, September 4, 2024 – 4:00 PM (ChST)

#### Join Zoom Meeting

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

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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](mailto:keilani.mesa@gswa.guam.gov) or 671-646-3215.  
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### GOVERNMENT OF GUAM BEFORE THE COMMISSIONER OF BANKING & INSURANCE

**NEW HAMPSHIRE INSURANCE COMPANY**  
Petitioner

In the Matter of the  
Application for Withdrawal and to  
Permanently Discontinue the  
Transaction of Insurance Business  
In Guam pursuant to Title 22 GCA §15113

#### NOTICE OF INTENTION TO WITHDRAW

NOTICE IS HEREBY GIVEN that New Hampshire Insurance Company, 500 West Madison Street, Suite 3000, Chicago, Illinois 60661, United States intends to Withdraw and to Permanently Discontinue the Transaction of Insurance Business in Guam.

No new policies of insurance were issued by New Hampshire Insurance Company in Guam. There are no outstanding policies of insurance issued in Guam by New Hampshire Insurance Company, nor any claims outstanding arising out of insurance transacted in Guam against New Hampshire Insurance Company.

All persons interested in this matter should write to Calvo's Insurance Underwriters Inc., 115 Chalan Santo Papa, Hagåtña, Guam 96910,  
or call (671) 472-6816,  
or the Office of The Commissioner of Banking and Insurance  
at Barrigada, Guam at 671-635-1843/4/5/6



The University Of Guam Solicits Applications To Establish A List Of Eligibles For The Following Position (Tenure/Non-Tenure Track Appointment, Full/Part-Time, Subject to the availability of funds):

### #069-24 INSTRUCTOR TO PROFESSOR (MANAGEMENT, MARKETING, AND FINANCE/ACCOUNTING)

Contact the Human Resources Office at (671)735-2350 for additional information regarding requirements, qualifications and application deadline, 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. View the Human Resources Office website at <http://www.uog.edu/hro> for detailed information on the job announcement. For further information, please email Dr. Albert Valentine, Search Committee Chair at [valentinea@triton.uog.edu](mailto:valentinea@triton.uog.edu).

The University of Guam is a U.S. accredited institution and an Equal Opportunity Employer and Provider and complies with the Americans with Disabilities Act. For assistance, please contact the Director, EEO and Title IX/ADA Coordinator at (671)735-2244; (671)735-2243 (TTY).

/s/ JOSEPH B. GUMATAOTAO  
Chief Human Resources Officer

THIS AD IS PAID FOR BY UNIVERSITY OF GUAM FUNDS



710 W Marine Corps Dr Suite 203 Bell Tower Plaza Aniquak, GU 96910  
<https://kumisionchamoru.guam.gov>  
[kumisionchamoru@gmail.com](mailto:kumisionchamoru@gmail.com)  
(671) 922-0600

## PUBLIC NOTICE

**Regular Board Meeting Date: September 5, 2024**  
**Time: 12:30PM Place: Zoom**

#### Zoom Meeting Link:

<https://us02web.zoom.us/j/83878778767?pwd=U1VZbVhkaUtjSTdkLO10akkvTzIMZz09>

#### TAREHA:

- I. OTDEN
- II. INIFRESI/TINANGA
- III. INAGANG I MEMBRO SIHA
- IV. KINABALES I MEMBRO SIHA
- V. RINIBISA YAN INADAPTAN I TAREHA
- VI. INADAPTAN I FINALOFFAN
- VII. RIPOT I SIKRITARIAN I KUMISION
- VIII. RIPOT I KUMITEHAN EKSEKETIBU

- IX. RIPOT I ATMENESTRASION
- X. RIPOT I PROYEKTO SIHA
- XI. RIPOT I KUMITEHAN I NA'AN LUGAT
- XII. GINAGAO PARA PINILA'
- XIII. NUEBU NA ASUNTO
- XIV. PRIBILEHUN I PISU
- XV. ANUNSION SIHA
- XVI. FINAKPO

For ADA accommodations, please contact Savannah at (671) 922-0600  
Next Board Meeting: September 19, 2024 at 12:30PM



Chair Maria Eugenia Leon Guerrero  
Vice-Chair Patricia Ann P. Ada  
Commissioners:  
Mayor John A. Cruz  
Rita T. Franquez  
Carl os Madrid Alvarez-Piñer, PhD  
Christine M. Wolke  
Elizabeth Gayle  
Felix C. Benavente  
West Cassidy

The Honorable Lourdes A. Leon Guerrero  
Governor of Guam  
The Honorable Joshua F. Tenorio  
Lieutenant Governor of Guam  
Lola E. Leon Guerrero  
Acting Executive Director



### HAGATNA RESTORATION & REDEVELOPMENT AUTHORITY (HRRA) BOARD OF COMMISSIONERS MEETING Wednesday, September 4, 2024 at 4:00 pm (ChST)

This meeting is open to the public via zoom and will be held in person and virtual at the Governor's Large Conference Room

#### Join Zoom Meeting

<https://us02web.zoom.us/j/89179804106?pwd=tAdC7iR3brMtzcHxYfYEWYWS6Oc7wl.1>

**Meeting ID: 891 7980 4106 Passcode: 187472**  
Watch YouTube Live Stream

#### AGENDA

- I. Call to Order
- II. Attendance
- III. Acknowledgement of Public Notice – Post
  - a. 1<sup>st</sup> Notice – August 29, 2024
  - b. 2<sup>nd</sup> Notice – September 2, 2024
- IV. Secretary Report
  - a. Approval of Agenda – September 4, 2024
  - b. Approval of Minutes – August 7, 2024
- V. Treasurer's Report
- VI. Management Report & Subcommittee Report
- VII. Unfinished Business
  - a. Hagåtña Master Plan
  - b. Update on HRRA Federal Grants
  - c. Board Appointments
- VIII. New Business
  - a. Hagåtña River Flood Study
  - b. Hiring of new HRRA Executive Director
- IX. Announcements/Further Discussion
- X. Next Proposed Meeting
- XI. Adjournment

The full agenda may be viewed on the HRRA website at <https://hrra.guam.gov>. For more information and persons requiring special accommodations, please contact HRRA Administrative Officer, Remy Suva at [remy.suva@hrra.guam.gov](mailto:remy.suva@hrra.guam.gov) or 671 922-2527.

This advertisement is paid by HRRA Funds.

155 HESLER STREET, HAGATNA, GUAM 96910  
Tel: (671) 922-2525



# GUAM SOLID WASTE AUTHORITY

**LOURDES A. LEON GUERRERO**  
Governor of Guam

**JOSHUA F. TENORIO**  
Lt. Governor of Guam

**IRVIN L. SLIKE**  
General Manager



GSWA BOARD RESOLUTION NO.2024-013

## **GSWA Board Resolution No. 2024-013 RELATIVE TO THE APPROVAL AND TRANSFER OF CERCLA SETTLEMENT FUNDS INTO THE RCRA – COMPLIANT TRUST ACCOUNT**

**WHEREAS**, the Guam Solid Waste Authority (GSWA) was placed under Federal Receivership by order of the United States District Court of Guam (Court) to ensure compliance with the Consent Decree concerning the closure and post-closure care of the Ordot Dump; and

**WHEREAS**, Gershman, Brickner & Bratton, Inc. (GBB) was named as the receiver March 17, 2008, by order of the Court; and

**WHEREAS**, on April 29, 2019, the Court issued an order partially ending the Receivership, returning administrative and managerial responsibility over GSWA's day-to-day operations to the GSWA Board of Directors (Board), while maintaining the Receivership over the Ordot Dump Operations, Post-Closure Care, the Reserve Account, and related tasks; and

**WHEREAS**, the U.S. Department of Justice (DOJ), the U.S. Environmental Protection Agency (USEPA), and the Receiver have agreed on the form of a new trust agreement that complies in form and substance with the requirements of the regulations issued by USEPA pursuant to the Resource Conservation and Recovery Act (RCRA) (such trust agreement being referred to this resolution as the RCRA Trust Agreement, and the funds held pursuant thereto as RCRA Trust Funds); and

**WHEREAS**, GSWA desires to utilize the RCRA Trust Agreement for safeguarding the funds allocated under Public Law 37-64 relating to the partial settlement of claims made by the Government of Guam in a lawsuit against the United States of America relating to the contamination of the Ordot Dump (the CERCLA Settlement Funds); and

**WHEREAS**, the RCRA Trust Agreement can be used to govern the RCRA Trust funds for the Ordot Dump Post-Closure Cost Estimate, thereby allowing GSWA to suspend its monthly transfers of \$167,000 and inflation payments as long as the balance of funds subject to the RCRA Trust Agreement are equal to or greater than the then required amount of the current Ordot Dump Post-Closure Cost Estimate as may be issued by the Guam Environmental Protection Agency (GEPA) from time to time; and

**WHEREAS**, GSWA will serve as the sole Grantor of the RCRA Trust Agreement, and Exhibit A RCRA Trust Agreement providing that both GSWA and the Receiver having joint authority to initiate all transactions to which both parties agree; and

**WHEREAS**, upon the conclusion of the Receivership, the Receiver will be removed from Exhibit A, and GSWA will retain sole authority to initiate all transactions under the RCRA Trust Agreement; and

**WHEREAS**, the Bank of Guam has accepted the RCRA Trust Agreement, affirming that the same prices identified in its 2019 proposal will govern all transactions made under the RCRA Trust Agreement; and

**WHEREAS**, the RCRA Trust Agreement has been determined to be consistent with federal regulations, specifically 40 C.F.R. § 264.151; and



# GUAM SOLID WASTE AUTHORITY

**LOURDES A. LEON GUERRERO**  
Governor of Guam

**JOSHUA F. TENORIO**  
Lt. Governor of Guam

**IRVIN L. SLIKE**  
General Manager



## GSWA BOARD RESOLUTION NO.2024-013

**WHEREAS**, the immediate implementation of this arrangement will cause funds held in the RCRA Trust to be deemed funds that can be used for the funding of the required Post-Closure Cost Estimate, and will also enable significant interest income to be earned as soon as funds are placed in the RCRA Trust;

**THEREFORE, BE IT HEREBY RESOLVED** that the Board of Directors of the Guam Solid Waste Authority hereby approves and authorizes the execution and implementation of the RCRA Trust Agreement, the transfer, deposit, and expenditures of the CERCLA Settlement Funds in full to the RCRA Trust Account, and the safeguarding of the Public Law 37-64 funds under the terms outlined above.

**BE IT FURTHER RESOLVED** that the Board authorizes the GSWA General Manager to take all necessary actions to execute and implement the RCRA Trust Agreement, including coordinating with the Receiver, Bank of Guam, and any other relevant parties.

**BE IT FURTHER RESOLVED** that the execution and implementation of the Bank of Guam form of corporate resolution required for the opening of accounts attached hereto as Attachment A are hereby authorized and approved.

**BE IT FURTHER RESOLVED** that the following personnel are authorized to sign financial instruments related to the RCRA Trust, including checks, bank transfers, and other transaction documents and to authorize other types of payments on behalf of the Authority:

IRVIN L. SLIKE, General Manager

HARVEY GERSHMAN, Receiver Representative

Ayes: 3

Nays: 0

Absent: 2

Abstain: 0



# GUAM SOLID WASTE AUTHORITY

**LOURDES A. LEON GUERRERO**  
Governor of Guam

**JOSHUA F. TENORIO**  
Lt. Governor of Guam

**IRVIN L. SLIKE**  
General Manager

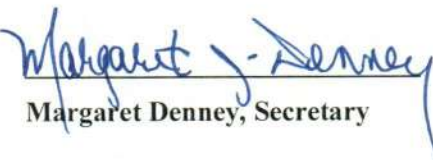


GSWA BOARD RESOLUTION NO.2024-013

Upon said roll call, the text of the foregoing was duly enacted as a Resolution of the Board of Guam Solid Waste Authority, Guam, on the 4<sup>TH</sup> day of September 2024.

**GUAM SOLID WASTE AUTHORITY  
BOARD OF DIRECTORS**

  
**Andrew Gayle, Chairman**

  
**Margaret Denney, Secretary**

**ATTEST:**

**ALICIA FEJERAN, CLERK**

**BY:**





ATTACHMENT A  
to Resolution of the Guam Solid Waste Authority Resolution dated  
September 4, 2024

GENERAL RESOLUTION

RESOLVED:

1. That Bank of Guam

(hereinafter called the “Bank”) be and hereby is designated a depository of the funds of the Guam Solid Waste Authority of the Government of Guam (“GSWA”) and Gershman, Brickner and Bratton, Inc (“GBB”), in its capacity as Receiver for the GSWA (referred to jointly as GSWA/Receiver, and

both of (1) Irvin Slike, General Manager of GSWA, and (2) Harvey W. Gershman, Founder and Director of GBB, in its capacity as Receiver for GSWA, acting jointly, are hereby authorized to sign, for and behalf of GSWA/Receiver, any and all checks, drafts and other orders with respect to any funds at any time(s) to the credit of GSWA/Receiver with the Bank and/or against any account(s) of GSWA/Receiver maintained at any time(s) with the Bank, inclusive of any such checks, drafts and other orders in favor of any of the above-designated officer(s) and/or other person(s), and that the Bank be and hereby is authorized (a) to pay the same to the debit of any account(s) of GSWA/Receiver then maintained with it; (b) to receive for deposit to the credit of GSWA/Receiver, and/or for collection for the account of GSWA/Receiver, any and all checks, drafts, notes and other instruments for the payment of money, whether or not endorsed by GSWA/Receiver, which may be submitted to it for such deposits and/or collection, it being understood that each such item shall be deemed to have been unqualifiedly endorsed by GSWA/Receiver; and (c) to receive, as the act of GSWA/Receiver, any and all stop-payment instructions (inclusive of any relative agreement) with respect to any such checks, drafts and other orders as aforesaid and reconciliation(s) of account when signed by any one or more of the officer(s) and/or other person(s) as hereinbefore designated.

2. That

both (1) Irvin Slike, General Manager of GSWA, and (2) Harvey W. Gershman, in his capacity as Receiver of GSWA, acting jointly,

are hereby authorized, for and on behalf of GSWA/Receiver, to transact any and all other business with or through the Bank which at any time(s) may be deemed by the said officer(s) and/or other person(s) transacting the same to be advisable, including, without limiting the generality of the foregoing, authority to: (a) discount and/or negotiate notes, drafts and other commercial paper; (b) apply for letters or other forms of credit; (c) borrow money, with or without security; (d) assign, transfer, pledge or otherwise hypothecate any property of GSWA/Receiver; (e) purchase, exchange, sell, or otherwise deal in or with any stocks, bonds, and other securities; (f) execute and deliver automated customer services and other agreements relative to performance of various computer services; and (f) in reference to any of the business transactions hereinbefore in this subdivision “2” referred to, make, enter into, execute and deliver to the Bank such negotiable or non-negotiable instruments, indemnity and other agreements, obligations, assignments, endorsements, hypothecations, pledges, receipts and/or



other documents as may be deemed by the officer(s) and/or other person(s) so acting to be necessary or desirable.

3. That any and all withdrawals of money and/or other transactions heretofore had on behalf of GSWA/Receiver with the Bank are hereby ratified, confirmed and approved, and that the Bank (any interested third party) may rely upon the authority conferred by this entire resolution unless, and except to the extent that, this resolution shall be revoked or modified by a subsequent resolution of this Board, and until a certified copy of such subsequent resolution has been received by the Bank.

The following now occupy(ies) the (respective) office(s) designated in the above-quoted resolution and that the same is (are) duly qualified as such officer(s):

NAMES:	TITLE OF OFFICE(S) HELD:
Irvin Slike	General Manager of GSWA
Harvey W. Gershman	Founder Director of GBB

## TRUST AGREEMENT

Trust Account Number: \_\_\_\_\_

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

GRANTOR	TRUSTEE
Owner or Operator Name: per Section 1(a)	Trustee Name: per Section 1(b)
Address:	Address:
Phone Number:	Phone Number:
<input type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government of Guam, Autonomous Public Corporation In the State of	<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 \_\_\_\_\_.

(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.



**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

### AND THE

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:

Title:

Name:

Title:

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	Ordod Landfill Superfund Site a.k.a Ordod Dump Closure Facility	Dero Rd, Ordod-Chalan Pago, Guam 96913	Closure: _____ Post Closure: _____ Corrective Action: _____ Per Occurrence: _____ Annual Aggregate: _____ Total: _____

The cost estimates listed here were last adjusted on \_\_\_\_\_  
Date



TRUST AGREEMENT  
SCHEDULE B

The fund is established initially as consisting of the following:

\$ \_\_\_\_\_, \_\_\_\_\_  
(Spell out dollar amount)

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::

## Bank of Guam Proposal Letter for Trustee Selection



**Headquarters**  
P.O. Box Hagåtña, Guam 96932  
Tel: (671) 472-5300

December 6, 2019

Mr. Harvey W. Gershman, Founder Owner Associate  
Gershman, Brickner & Bratton, Inc.  
Solid Waste Management Consultants

RE: Trustee Agreement for Guam Ordot Dump Post Closure Trust Fund

Hafa Adai Mr. Gershman,

By way of this proposal, I would like to introduce the Bank of Guam's Trust Department. The department was organized in 1984, primarily, to operate as Trustee for bonds issued by the Government of Guam and the Commonwealth of the Northern Mariana Islands.

Since that time, the department has expanded its offerings to include a range of alternative investment products to help our clients reach the specific financial goal of principal value preservation, while maintaining the need for safety and liquidity.

Pursuant to your November 27, 2019 email, the following information is being provided.

1. The Department accepts the terms of the Trust Agreement. The terms outlined in the Trust Agreement is within our scope of services.
2. The fees to perform all duties outlined in the Trust Agreement are as follows:
  - Annual Trustee Fee <sup>1</sup>: \$5,000.00
  - Post Closure Payments
    - Wire transfer, checks, ACH: no charge
  - Annual Statement and Annual Valuation: no charge
  - Advice of Counsel: at cost
3. Estimate of interest income assuming an average annual balance of \$5,000,000.00 during Calendar Year 2018 under the terms of the trust agreement:

\$ 5,000,000.00	Initial Investment (1/1/18)
1.82%	APY Rate on 1 month T-Bill (CY 2018)
\$ 5,091,758.88	Future Value (12/31/18)

Thank you for giving our organization the opportunity to submit a response to the Guam Ordot Dump Post Closure Trust Fund Trustee Agreement.

<sup>1</sup> The Bank reserves the right to charge for extraordinary charges for duties or responsibilities not expected to be incurred at the outset of the transaction, not routine or customary, and not incurred in the ordinary course of Business.



**Headquarters**  
P.O. Box Hagåtña, Guam 96932  
Tel: (671) 472-5300

Should you have any additional questions, please do not hesitate to contact me directly via email at [amoretta.carlson@bankofguam.com](mailto:amoretta.carlson@bankofguam.com) or at 671-472-5743.

Si Yu'os Ma'ase,

Amoretta Carlson

VP/Trust and Endowment Services Manager

cc: Attorney Joyce C. H. Tang  
Civile & Tang, PLLC