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USA v. GovGuam 02-00022

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To: Guam Legislature Clerks Office <clerks@guamlegislature.org>

Thu, May 28, 2015 at 11:45 AM

5/28/2015 5/27/2015 CABOT MANTANONA LLP District Court of Guam; Civil Case No. 02-00022; Order re Quarterly Status Hearing; Order re Financing Post-Closure Care for the Ordot Dump 33-15-0481

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Good Morning Speaker Wonpat:

Please see the attached Orders filed in the above matter.

Thank you.

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2 attachments

Layon - Order Re Quarterly Status Hearing ECF 1581.pdf
121K



Order Re Financing Post-Closure Care for the Ordot Dump ECF 1582.pdf
169K

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DISTRICT COURT OF GUAM
TERRITORY OF GUAM

UNITED STATES OF AMERICA,
Plaintiff,
vs.
GOVERNMENT OF GUAM,
Defendant.

CIVIL CASE NO. 02-00022

ORDER
re Quarterly Status Hearing

The court previously scheduled the next status hearing and presentation of the Receiver’s quarterly report to be held on June 11, 2015. *See* Minutes (Mar. 9, 2015), ECF No. 1423. However, the court notes that it is still in the process of making final rulings on the Government of Guam’s Financing Plan,¹ and these rulings will affect the scope of the Receiver’s remaining work.² For this reason and based on the scheduling needs of the court, the court hereby reschedules the next quarterly status hearing to be held on Tuesday, September 29, 2015, at 8:30 a.m. Consistent with

¹ The court hopes to finalize its decisions soon but notes that the issues are complicated and entailed many days of evidentiary hearings.

² Under the current transition timeline approved by the court, the Receivership is scheduled to conclude in December 2015. Said timeline was contingent on adequate capital being available at all times and no delays resulting from any change in legal representation. Unfortunately, there was significant delay after the Attorney General’s Office was replaced as legal counsel for the Government of Guam. Additionally, funding the additional projects, such as the upgrades to the transfer station, will also result in a delay in the transition timeline. While the court awaits the Receiver’s submission of a revised timeline, the court at this time will suspend any deadlines associated with the transition timeline.

1 previous court orders, the following individuals are ordered to be in attendance:

- 2 • Hon. Raymond S. Tenorio, Lt. Governor of Guam;
- 3 • Hon. Judith T. Won Pat, Speaker, 33rd Guam Legislature or, in her absence, Hon.
- 4 Benjamin J.F. Cruz, Vice-speaker, 33rd Guam Legislature;
- 5 • Eric M. Palacios, Administrator, Guam Environmental Protection Agency; and
- 6 • All members of the Guam Solid Waste Authority Board.

7 The court also encourages members of the 33rd Guam Legislature and the Mayors' Council
8 of Guam to attend as well.

9 Finally, the Receiver shall prepare its report to describe the progress made toward compliance
10 with the Consent Decree for the most recent two quarters (January 1, 2015, to June 30, 2015).

11 IT IS SO ORDERED.



12 /s/ Frances M. Tydingco-Gatewood
13 Chief Judge
14 Dated: May 27, 2015

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DISTRICT COURT OF GUAM
TERRITORY OF GUAM

UNITED STATES OF AMERICA,

Plaintiff,

vs.

GOVERNMENT OF GUAM,

Defendant.

CIVIL CASE NO. 02-00022

ORDER
re Financing Post-Closure Care
for the Ordot Dump

On September 30, 2014, the Government of Guam filed a Financing Plan and priority list (hereinafter, the “Financing Plan”) to address the financing of various projects which were not covered by the money from the Limited Obligation (Section 30) Bonds, Series 2009A (the “Limited Obligation Bonds”). *See* ECF No. 1416. These projects included (1) upgrades to the residential transfer stations, (2) Route 4 safety enhancements, (3) upgrades to Dero Road and (4) post-closure care for the Ordot Dump. The court held several evidentiary hearings to discuss the various unfunded projects and the Government of Guam’s Financing Plan.¹ Having read the parties’ briefs and heard testimony and oral argument on the matter, the court now issues the following Order that specifically addresses the post-closure care for the Ordot Dump.²

¹ *See* Minutes (Jan. 21, 2015), ECF No. 1496; Amended Minutes (Jan. 22, 2015), ECF No. 1499; Minutes (Feb. 3, 2015), ECF No. 1512; Minutes (Feb. 4, 2015), ECF No. 1513; Minutes (Feb. 5, 2015), ECF No. 1515; and Minutes (Feb. 6, 2015), ECF No. 1518.

² The court decided it would address the financing for each project in separate orders. On April 20, 2015, the court issued the first of such orders, which dealt with the financing needed to upgrade and permit the transfer stations. *See* Order, ECF No. 1571. On May 1, 2015, the court

1 **BACKGROUND**³

2 On December 3, 2003, the United States lodged with the court a proposed Consent Decree,
3 which had been fully signed by the parties. *See* Notice of Lodging of Consent Decree, ECF No. 46.
4 After the necessary publication and comment period had been satisfied, the court approved the
5 Consent Decree on February 11, 2004. *See* Consent Decree, ECF No. 55. Among other things, the
6 Consent Decree established a schedule for the closure of the Ordot Dump and the construction and
7 operation of a new conforming municipal solid waste landfill. *Id.* at ¶¶8-9. The Consent Decree
8 mandated operations at the new landfill to begin by September 23, 2007, with operations at the Ordot
9 Dump to cease by October 23, 2007. *Id.* at ¶¶8(i) and 9(i).⁴ Additionally, as part of the closure of
10 the Ordot Dump, the Consent Decree required the Government of Guam to submit a post-closure
11 care and monitoring plan. *Id.* at ¶8(b)(i).

12 When the parties entered into the Consent Decree, they acknowledged that “the total amount
13 of funding needed to complete the projects required under [the] Consent Decree [was] not currently
14 available.” *Id.* at ¶10(a). The Consent Decree thus required the Government of Guam, within 120
15 days after its entry, to submit a financial plan which identified “the funding source or sources and
16 a schedule to secure funds for the capital and operating costs necessary” to pay for the various
17 compliance measures required under the Consent Decree.⁵ *Id.* The Government of Guam agreed
18 _____
19 issued the second order which addressed the financing of the Dero Road project. *See* Order, ECF
20 No. 1574.

21 ³ Because the parties are familiar with the facts and procedural history of this action, the
22 court will not recite them here in great detail except as necessary to explain its decision. For a more
23 thorough recitation of the background of this case, including the events that led to the appointment
24 of a Receiver, the court incorporates by reference the following prior decisions: Order re
25 Appointment of Receiver, ECF No. 239; Order re Motion for Reconsideration, ECF No. 1157; Order
26 re Motion to Intervene, ECF No. 1164; Order re Emergency Motion for a Stay Pending Appellate
27 Review, ECF No. 1230; and Order re Motion to Stay and for Further Relief, ECF No. 1243.

28 ⁴ The Government of Guam did not meet these deadlines. Instead, under the Receivership,
the Ordot Dump stopped receiving trash for disposal on August 31, 2011, and the new landfill in
Layon was not opened until September 1, 2011. *See* Minutes (Sept. 1, 2011), ECF Nos. 795-96.

⁵ The Government of Guam submitted its financial plan in June 2004 as required, and, after
receiving the U.S. EPA’s comments, revised its financial plan and resubmitted it in October 2004.

1 to “use its best efforts to obtain sufficient funding to fully implement the projects required by [the]
2 Consent Decree.” *Id.*

3 The Government of Guam failed to meet critical Consent Decree deadlines, and the United
4 States ultimately moved to enforce the Consent Decree. *See* ECF Nos. 68-69. Based on its concern
5 over the lack of progress by the Government of Guam and after conducting numerous monthly status
6 hearings and site visits, the court appointed a Receiver with “full power and authority to enforce the
7 terms of the Consent Decree, and assume all of the responsibilities, functions, duties, powers and
8 authority of the Solid Waste Management Division of the Department of Public Works, and any and
9 all departments, or other divisions of the Department of Public Works [(“DPW”)] insofar as they
10 affect the Government of Guam’s compliance with the Consent Decree.”⁶ Order Re: Appointment
11 of Receiver (Mar. 17, 2008) at 15-16, ECF No. 239. Among other things, the court authorized the
12 Receiver to “facilitat[e] the financing and/or borrowing of such funds necessary to carry out the
13 duties relating to the Consent Decree as set forth in the Government of Guam’s Revised Financial
14 Plan.” *Id.* at 16. The court further ordered that “[i]f, in the best judgment of the Receiver, the
15 Revised Financial Plan fail[ed] to provide the means or methods of financing necessary or would
16 unreasonably delay the progress in meeting the mandates of the Consent Decree, the Receiver [was]
17 authorized to modify the Plan to provide for alternative means or methods of debt financing it

18 _____
19 *See* Machol Decl. at ¶3, ECF No. 74.

20 ⁶ Upon enactment of Guam Public Law 31-020, the Solid Waste Management Division
21 (“SWMD”) became the Guam Solid Waste Authority (“GSWA”), an autonomous, public corporation
22 of the Government of Guam. 10 GUAM CODE ANN. § 51A103. The court thereafter vested the
23 Receiver with “full power and authority over GSWA, to the full extent of its previously granted
24 authority over SWMD.” Order (Sept. 2, 2011) at 9, ECF No. 798. Although the new law also
25 created a Board of Directors for GSWA, the court has stressed that the Receiver will “retain full
26 administrative and operational control over GSWA to assure that the resources needed to achieve
27 full compliance with the Consent Decree are provided.” Order (July 3, 2014) at 5, ECF No. 1378.
28 *See also* Order (July 1, 2013) at 2, ECF No. 1132 (“While the court is encouraged that the Board
wishes to be actively involved in discussions and decisions concerning Ordot Dump and the Layon
Landfill, the fact remains that matters concerning both the Dump and Landfill remain Consent
Decree project matters, under the purview of the Receiver, by order this court. . . . [T]he Receiver
has, and will retain, the same authority and control over such areas until such time as the court orders
otherwise. In other words, complete turnover of control and authority of SWMD, when the time is
right, will occur at a date ordered by this court.”)

1 deem[ed] appropriate.” *Id.*

2 Initially, the Receiver estimated the capital needed to achieve compliance with the Consent
3 Decree would be approximately \$159.7 million, of which approximately \$40 million would be
4 required for the closure of the Ordot Dump. See Quarterly Report (Oct. 22, 2008) at 13, ECF
5 No. 269-1. The Quarterly Report cautioned that the estimates were “subject to change as the
6 competitive bidding process provide[d] the final measure of the cost for [the Consent Decree]
7 projects.” ECF No. 269-1 at 13. The Receiver further stated that the “estimates related to the Ordot
8 Dump’s closure” would “require a full reexamination” as the time for the project to actually begin
9 drew near because there was “a significant amount of remedial investigation that remain[ed] to be
10 accomplished . . . to determine the extent of environmental damage that ha[d] occurred [at the Ordot
11 Dump] and devise acceptable plans to mitigate the damage identified.” *Id.* at 14.

12 The Government of Guam eventually opted to finance the Consent Decree projects through
13 the sale of approximately \$202.4 million in Limited Obligation Bonds. See ECF No. 455 at 3. Of
14 this amount, approximately \$139.7 million⁷ was allocated for deposit to the Project Construction
15 Fund. See ECF No. 455-1 at 16.

16 The cost for the Ordot Dump closure increased from the Receiver’s original 2008 estimates,
17 and on May 21, 2013, the Receiver informed the court and the parties that “it is likely that there will
18 not be enough money from the [Limited Obligation] Bonds to cover all of the projects” related to
19 the Consent Decree. See Quarterly Report (May 21, 2013) at 33, ECF No. 1067-1. Among the
20 unfunded projects was the post-closure care for the Ordot Dump as required under the Consent
21 Decree and by both federal and Guam regulations. The Receiver then estimated the unadjusted cost
22 for the entire 30-year post-closure care period to be \$18,626, 404.⁸ *Id.* at 40. The Receiver further

24 ⁷ The Government of Guam deposited an initial amount of \$20 million – obtained through
25 a loan with the Bank of Guam – with a trustee designated by the Receiver and approved by the court.

26 ⁸ On December 22, 2014, the Receiver informed the court that after participating in a
27 technical conference with U.S. EPA and the Guam Environmental Protection Agency (“GEPA”),
28 the Receiver believed its original estimate for the post-closure care would “significantly increase.”
See Special Report re Financing Plan at 4, ECF No. 1464. In its latest status report, the Receiver
stated that it “continue[s] to work with U.S. EPA to refine the Post Closure Care Plan and reach

1 computed the required contribution to the reserve in 2016 to fund the post-closure care (*i.e.*, the net
2 present value cost) was approximately \$14,292,170. *Id.*

3 The court directed the Receiver and the Government of Guam to meet and discuss the
4 development of a plan to pay for the unfunded projects. The Receiver and the Government of Guam
5 did not reach an agreement with regard to the financing of these projects, and thus on September 30,
6 2014, the Government of Guam filed its Financing Plan. *See* ECF No. 1416.

7 DISCUSSION

8 As stated previously, the Consent Decree required the Government of Guam to submit a
9 post-closure care and monitoring plan. *See* Consent Decree at ¶8(b)(i), ECF No. 55. Pursuant to
10 U.S. EPA regulations, an owner or operator of a municipal solid waste landfill (“MSWLF”) is
11 required to continue monitoring and maintaining the landfill once it is closed to protect against the
12 release of hazardous constituents to the environment. The federal closure and post-closure care
13 regulations are set forth in Title 40, Code of Federal Regulations, Part 258, Subpart F - Closure and
14 Post-Closure Care.⁹

15 _____
16 agreement on its estimated cost.” *See* Quarterly Report (Mar. 5, 2015) at 10, ECF No. 1531-1. The
17 Receiver’s new estimate is \$20,367,699, with a net present value of \$15,670, 894. *Id.* at 35 and
18 Tab 12 thereto.

19 ⁹ Post-closure care activities consist of monitoring and maintaining the waste containment
20 systems and monitoring groundwater to ensure that waste is not escaping and polluting the
21 surrounding environment. The required post-closure care period is 30 years from site closure, but
22 this can be shortened or extended by the director of an approved state program as necessary to ensure
23 protection of human health and the environment. 40 C.F.R. § 258.61(b).

24 Pursuant to Section 258.61(a), specific post-closure care requirements consist of maintaining
25 the integrity and effectiveness of the:

- 26 • Final cover system;
- 27 • Leachate collection system;
- 28 • Groundwater monitoring system; and
- Methane gas monitoring system.

The owner/operator of a closed MSWLF must prepare a written post-closure care plan that provides:

- A description of all required monitoring and maintenance activities, including the frequency with which each activity will be performed;
- The name, address, and telephone number of the person to contact during the post-closure care period; and
- A description of planned uses of the land during the post-closure care period.

1 Post-closure care expenses, by its very nature, are normally considered operating expenses
2 instead of capital costs. As the Receiver noted, “[t]ypically, funds are set aside throughout the life
3 of a landfill to provide for post-closure care after the facility is closed.” *See* Quarterly Report
4 (May 21, 2013) at 39, ECF No. 1067-1. However, as with many other things related to the Ordot
5 Dump, the Government of Guam did not set aside funds for this expense during the period it
6 operated the Ordot Dump.

7 The Government of Guam does not dispute that the costs of post-closure care are expenses
8 directly required by the Consent Decree. Rather, the Government of Guam contests the method of
9 funding this cost and the other unfunded projects. The Government of Guam proposes to establish
10 a separate trust account to accumulate funds over the next 30 years and to deposit an initial
11 \$1 million in seed money into said account. *See* GovGuam Financing Plan at 9, ECF No. 1416. The
12 Government of Guam states that the \$1 million deposit should be taken from money GSWA owes
13 the Government of Guam in reimbursement for Section 30 funds used to pay the debt service on the
14 Limited Obligation Bonds. Furthermore, the Government of Guam proposes that about \$49,000 be
15 collected monthly from GSWA’s operations and revenues and deposited into the post-closure care
16 trust account. *Id.*

17 The United States strongly opposes the Government of Guam’s proposal. Based on its track
18 record, the United States argues that the court can not simply trust that this time the Government of
19 Guam will set aside on an ongoing basis the funds needed for the post-closure care of Ordot,
20 especially because it never set such funds aside in the decades it operated the Ordot Dump. The
21 United States asks that the court adopt the Receiver’s approach for funding this cost, which is
22 essentially to use the funds previously reimbursed to the Government of Guam for debt service. *See*
23 Quarterly Report (June 25, 2014) at 36-37, ECF No. 1369-1.

24
25
26 Any use of the land during this period must not disturb the integrity or operation of any of
27 the waste containment systems or the monitoring systems. At the end of the post-closure care period,
28 the owner/operator must certify that the post-closure care has been completed in accordance with the
official post-closure care plan. 40 C.F.R. § 258.61(e). This certification must be signed by an
independent, registered professional engineer or the state director. *Id.* Once signed, the certification
is placed in the facility’s operating record. *Id.*

1 The Government of Guam states it does not have the funds needed to pay for the post-closure
2 care costs up front and instead suggests that this expense be paid for on an ongoing basis by
3 requiring the Receiver to set aside money each month from GSWA's revenues and deposit said funds
4 into a post-closure care trust account. The Government of Guam asserts that if GSWA's revenues
5 are insufficient to pay for the monthly set aside for the post-closure care and other unfunded projects,
6 then the Receiver should petition the Public Utilities Commission ("PUC") for a rate increase.

7 The court notes that when the Government of Guam obtained financing through the Limited
8 Obligation Bonds, it anticipated that fees collected from solid waste customers would allow GSWA
9 to reimburse the Government of Guam approximately 75% of the Section 30 money used to pay the
10 debt service on said bonds. *See* Quarterly Report (Dec. 9, 2010) at Tab 6 (Aug. 16, 2010 letter from
11 GEDA Administrator to Receiver), ECF No. 646-6 and Quarterly Report (July 18, 2012) at 40, ECF
12 No. 972-1. No debt service was due in 2009, the year the funds were borrowed. In 2010, almost
13 \$8.2 million in debt service was paid from capitalized interest funds that were also borrowed, so
14 Section 30 revenue was not needed to make the payment. In 2011, debt service of approximately
15 \$8.6 million was paid, with about \$4.1 million coming from capitalized interest and the balance –
16 approximately \$4.5 million – came from Section 30 revenue. In 2012, the debt service amount was
17 about the same. The Receiver used GSWA revenues to fully reimburse the Government of Guam
18 the \$4.5 million it spent in Section 30 funds to pay the debt service.

19 However, as noted in the Receiver's July 2012 Quarterly Report, beginning in 2013 and
20 succeeding years, full debt service payments would begin since there was no more capitalized
21 interest remaining. *Id.* The Government of Guam's annual debt service thus increased to about \$12
22 million beginning in 2013. *Id.* The Receiver explained that a significant increase in tipping fees and
23 residential trash collection fees would be required if the Government of Guam wished to be
24 reimbursed for the full \$12 million in Section 30 revenue that it would be required to pay each year
25 for the debt service.

26 The Receiver further stressed that the rates it was then charging were adequate to provide for
27 the operations and reserves of GSWA through 2015 and also to pay the \$4.5 million annually toward
28 the debt service on the Consent Decree Bonds. *Id.* If the Government of Guam wanted full

1 reimbursement, however, then the rates would have to increase. The Receiver believed that the
2 decision about how to pay for the debt service was an internal Government of Guam decision, and
3 accordingly, the Receiver took no position with regard to the rate options it presented to the PUC.
4 *Id.* The Receiver stated it was prepared to implement whatever the Government of Guam decided,
5 but to date, Guam’s elected officials have not initiated a rate increase with the PUC.

6 The Government of Guam contends that the court gave the Receiver the sole authority to
7 petition the PUC for rate increases. The Government of Guam notes that the Order appointing the
8 Receiver charged the Receiver with authority to apply to the PUC “for rate increases for residential
9 waste collection services and/or tipping fees on a temporary or permanent basis, as appropriate.”
10 Order re Appointment of Receiver at 16, ECF No. 239.

11 While the court authorized the Receiver to petition for rate increases, the court’s Order did
12 not reserve such authority for *only* the Receiver. The Receiver presented the PUC with various rate
13 options, and the Government of Guam could have certainly intervened before the PUC to indicate
14 which of the rate options it preferred. In a letter dated December 21, 2012, from PUC legal counsel
15 Frederick Horecky to then Attorney General Leonardo Rapadas, Mr. Horecky asked “whether the
16 Government of Guam wishe[d] to intervene in [the] rate proceedings and request an increase in
17 commercial and residential Guam Solid Waste Authority Rates for 2013.” *See* Letter attached as an
18 exhibit to Special Report re Financing Plan, ECF No. 1464. Mr. Horecky further stated “[i]f the
19 Government of Guam wishe[d] to intervene in the pending proceeding before the PUC, it may file
20 a Petition for Intervention pursuant to Rule 8 of the PUC’s Rules for Practice and Procedure.” *Id.*
21 The Government of Guam never took any action before the PUC, and any funding the Government
22 of Guam has forfeited is a direct result of its own failure to act.

23 Furthermore, the Receiver notes the Government of Guam is more than capable of enacting
24 a rate increase by legislation. For example, in July 2010, the Government of Guam enacted Public
25 Law 30-165, which provided \$150,000 annually to the villages of Inarajan and Ordot. 10 Guam
26 Code Ann. § 511005. These funds were to come from the tipping fees generated from solid waste
27 customers, and the PUC could adjust these amounts every five years for inflation. *Id.* The Receiver
28 assisted the Government of Guam and PUC in implementing this matter, and it collected the rate and

1 remitted it to the respective villages. The Receiver states that the Government of Guam could use
2 the same legislative approach it used in setting the Host Community Premium rates in order to
3 ensure that the rates paid by solid waste customers is sufficient to fully reimburse the Government
4 of Guam for the debt service paid.

5 Based on the above, the court finds that both the Receiver and the Government of Guam have
6 the ability to petition the PUC for a rate increase if either believes it is necessary. The Receiver
7 continues to maintain that the current rates are sufficient to allow it to fully implement the Consent
8 Decree and fulfill its fiduciary duty. *Id.* at 9. While these rates were sufficient for a time to partially
9 reimburse the Government of Guam for debt service it paid from its Section 30 revenue, the
10 Government of Guam's failure to provide additional financing for the unfunded projects identified
11 by the Receiver – projects which include GSWA's capital needs as well as the post-closure expense
12 of the Ordot Dump – now make it necessary to apply all of GSWA's current revenue to these
13 purposes. The court has already authorized the Receiver to “complete these projects using the funds
14 it currently has at its disposal, which includes the \$4.5 million it annually reimburses to the
15 Government of Guam's General Fund.” *See* Order (Mar. 17, 2014) at 21, ECF No. 1319. Nothing
16 presented in the Government of Guam's Financing Plan or during the evidentiary hearings would
17 cause the court to reach a different result.

18 As the United States noted, funding the post-closure care of the Ordot dump is one of the
19 most critical issues before the court. Because of the Receiver's efforts, Guam is on the threshold of
20 the proper environmental closure of the Ordot Dump. It is imperative that sufficient funds be set
21 aside to monitor and maintain all of the infrastructure (*i.e.*, the cover system, the landfill gas
22 collection system, the leachate collection system, etc.) over the 30-year post-closure period.
23 Although the Receiver is not responsible for the Government of Guam's failure to set aside the funds
24 for the post-closure care during the decades the Government of Guam operated the Ordot Dump,
25 based on the authority bestowed upon it by the court, the Receiver is now responsible for
26 implementing the Consent Decree and complying with all regulations for post-closure care of the
27 Ordot Dump.

28 The court notes that the financing scheme previously proposed by the Receiver likely may

1 not be sufficient, especially since the Receiver's new estimates for the post-closure care costs have
2 significantly increased. Additionally, the Receiver has been authorized to use the \$4.5 million in
3 annual debt reimbursement to the Government of Guam to fund the upgrades to the transfer stations
4 and the Dero Road upgrades. *See* Order (Apr. 20, 2015), ECF No. 1571 and Order (May 1, 2015),
5 ECF No. 1574. Thus, there may not be ample funds remaining to fully fund a trust account for the
6 post-closure care costs before the Receivership ends. The court shares the United States' concern
7 that without assured funding for the maintenance of the Ordot Dump post-closure, the environmental
8 closure of the Ordot Dump is at risk. Accordingly, the court orders the Receiver to develop a plan
9 to pay for the post-closure care expenses, and, if this cost is to be funded on an ongoing basis, then
10 the Receiver's plan shall include a dedicated funding mechanism to secure funds necessary to fully
11 implement all post-closure care and monitoring actions.

12 CONCLUSION

13 There is no dispute between the parties and the Receiver that the Consent Decree required
14 the Government of Guam to submit a post-closure care and monitoring plan. *See* Consent Decree
15 at ¶8(b)(i), ECF No. 55. The parties differ on how to finance the costs of post-closure care expenses.
16 The Government of Guam failed to set aside the funds for the post-closure care during the time it
17 operated the Ordot Dump, and the Government of Guam states it does not now have the funds
18 necessary to pay for said expense. The court has already approved the Receiver's proposal to fund
19 the post-closure care costs on an ongoing basis from the debt service reimbursements accumulating
20 in the special account. However, if these funds are insufficient to meet the post-closure care funding
21 obligations before the end of the Receivership, then the Receiver shall develop a financing plan that
22 includes a dedicated funding mechanism to secure monies necessary to fully implement all post-
23 closure care and monitoring actions

24 IT IS SO ORDERED.



25 /s/ Frances M. Tydingco-Gatewood
26 Chief Judge

27 Dated: May 27, 2015