



CARL T.C. GUTIERREZ
GOVERNOR OF GUAM

Refer to
Legislative Secretary


OCT 08 1998

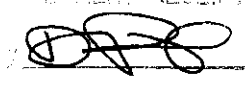
The Honorable Antonio R. Unpingco
Speaker
Mina'Bente Kuáttro Na Liheslaturan Guåhan
Guam Legislature Temporary Building
155 Hesler Street
Agana, Guam 96910

Dear Speaker Unpingco:

Enclosed please find Bill No. 520 (COR), "AN ACT TO REPEAL AND REENACT §§2 THROUGH 16 OF PUBLIC LAW NO. 24-139; AMEND CHAPTER 51, PART 2, DIVISION 2 OF TITLE 10 OF THE GUAM CODE ANNOTATED, RELATIVE TO THE CREATION OF THE ORDOT/DUMP CLOSURE AND SOLID WASTE MANAGEMENT ALTERNATIVES ACT", which was vetoed and overridden by I Mina'Bente Kuáttro Na Liheslaturan Guåhan, the Legislature, on October 2, 1998. This legislation is now designated as **Public Law No. 24-272**.

Very truly yours,




Carl T. C. Gutierrez
Governor of Guam

OFFICE OF THE LEGISLATIVE SECRETARY
RECEIPT
Received by: 
Time: 1:00pm
Date: 10-8-98

Attachment: copy attached for signed or overridden bill
original attached for vetoed bill

cc: The Honorable Joanne M. S. Brown
Legislative Secretary

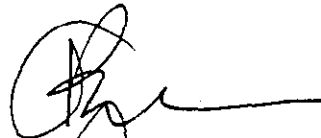
01045

Office of the Speaker
ANTONIO R. UNPINGCO
Date: 10-8-98
Time: 11:00
Rec'd by: 
Print Name: 

MINA'BENTE KUATTRO NA LIHESLATURAN GUAHAN
1998 (SECOND) Regular Session


CERTIFICATION OF PASSAGE OF AN ACT TO I MAGA'LAHEN GUAHAN

This is to certify that Bill No. 520 (COR), "AN ACT TO REPEAL AND REENACT §§2 THROUGH 16 OF PUBLIC LAW NO. 24 - 139; AMENDING CHAPTER 51, PART 2, DIVISION 2 OF TITLE 10 OF THE GUAM CODE ANNOTATED, RELATIVE TO THE CREATION OF THE ORDOT DUMP CLOSURE AND SOLID WASTE MANAGEMENT ALTERNATIVES ACT," returned without approval of *I Maga'lahaen Guahan*, was reconsidered by *I Liheslaturan Guahan* and after such consideration, did agree, on the 2nd day of October, 1998, to pass said bill notwithstanding the veto of *I Maga'lahaen Guahan* by a vote of seventeen (17) members.



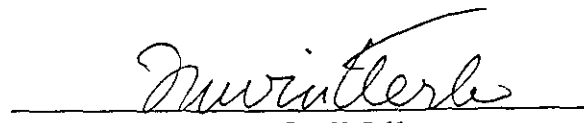
ANTONIO R. UNPINGCO
Speaker

Attested:



JOANNE M.S. BROWN
Senator and Legislative Secretary

This Act was received by *I Maga'lahaen Guahan* this 7th day of October,
1998, at 4:05 o'clock P.M.



Assistant Staff Officer
Maga'lahaen's Office

TWENTY-FOURTH GUAM LEGISLATURE
1998 (SECOND) Regular Session

Bill No. 520 (COR)
As amended on the Floor.

Introduced by:

M. C. Charfauros
A. R. Unpingco
J. M. S. Brown
A. L.G. Santos
T. C. Ada
A. C. Blaz
Felix P. Camacho
E. J. Cruz
W. B.S.M. Flores
Mark Forbes
L. F. Kasperbauer
A. C. Lamorena, V
C. A. Leon Guerrero
L. Leon Guerrero
V. C. Pangelinan
J. C. Salas
F. E. Santos
J. Won Pat-Borja

AN ACT TO REPEAL AND REENACT §§2 THROUGH
16 OF PUBLIC LAW NO. 24 - 139; AMENDING
CHAPTER 51, PART 2, DIVISION 2 OF TITLE 10 OF
THE GUAM CODE ANNOTATED, RELATIVE TO
THE CREATION OF THE ORDOT DUMP CLOSURE
AND SOLID WASTE MANAGEMENT
ALTERNATIVES ACT.

1 BE IT ENACTED BY THE PEOPLE OF GUAM:

1 Section 1. Sections 2 through 16 of Public Law No. 24 - 139 are hereby
2 repealed and reenacted to read as follows:

3 “Section 2. Section 51101 of Chapter 51, Part 2, Division 2 of Title 10 of
4 the Guam Code Annotated is hereby repealed and reenacted to read as
5 follows:

6 ‘Section 51101. **Legislative Findings.**

7 (a) The Guam Legislature finds:

8 (1) the Ordot Landfill is a threat to the health and
9 safety of the residents of Guam, and specifically for the
10 residents of Ordot-Chalan Pago, Yona and the villages
11 downriver and downwind;

12 (2) solid waste collection and disposal on Guam
13 does not adequately eliminate the threat that improperly
14 disposed solid waste poses to the health, safety, and welfare
15 of Guam residents;

16 (3) under the Government of Guam Property Act,
17 the Ordot Landfill shall be converted to a public park after
18 it is closed in accordance with applicable U.S. E.P.A. and
19 government of Guam regulations. In order to protect the
20 health and welfare of the residents of Chalan Pago-Ordot
21 and the people of Guam, the Agency shall monitor the
22 landfill on an on-going basis for compliance with this
23 Section and take proper measures to mitigate environmental
24 damage;

25 (4) the Ordot Landfill reached its capacity in the

1 1990's, and the closure of the dump is necessary in order to
2 eliminate this existing serious environmental hazard. The
3 dump should be converted to a public park;

4 (5) even with closure of the Ordot Landfill and
5 construction of a new landfill at the same or any other site,
6 landfilling cannot continue as the sole method of waste
7 disposal for Guam due to the shortage of land on Guam,
8 and the general aversion of any community to the location
9 of a landfill within their proximity;

10 (6) it is in the best interest of the government to
11 privatize through free and fair competition, the solid waste
12 management operations of the Island, from collection to
13 disposal, without jeopardizing the job security for the
14 employees of the Solid Waste Management Division of the
15 Department of Public Works as well as the private
16 businesses currently engaged in solid waste collection,
17 recycling and other solid waste management operations;

18 (7) it is in the best interest of the government to
19 establish a funding procedure or financial arrangement
20 which will pay for operations and meet the requirements for
21 a totally funded program for solid waste management;

22 (8) Guam contains approximately 215 square miles
23 of landmass. Over half of that mass is located over the
24 northern Guam Lens, a pure groundwater resource that
25 requires protection. Thus, any landfill more likely should be

1 located in southern Guam, south of a line running
2 approximately from Cabras Island to Pago Bay. With the
3 pristine south already imposed upon by this geological and
4 environmental constraint, and in order to protect the
5 cultural traditional nature of the villages in the south and
6 the unique environments there, a source and waste disposal
7 reduction policy shall be implemented to minimize the
8 requirement for landfilling;

9 (9) source reduction shall include a conservation
10 and recycling program. It shall also consider the disposal of
11 green waste through mulching or composting, or the
12 recovery of resources through recycling of the green waste.

13 Construction or demolition waste and metallic debris shall
14 be addressed alternately, and the alternate plan should
15 include hardfilling or quarrying, recycling or disposal other
16 than at the landfill. Rubber tires, rubber products, and
17 batteries shall be addressed and recycled, recovered or
18 disposed of at alternate sites;

19 (10) a solid waste management plan for Guam shall
20 address typhoon and other disaster recovery; it is estimated
21 that Super Typhoon Paka produced over 750,000 cubic
22 yards of waste, which should be recycled or disposed of;
23 Guam is in: the typhoon belt; in an active volcanic range;
24 and, an active seismic zone so disasters will happen on a
25 regular basis;

1 (11) the Guam Legislature further finds that while
2 other communities with alternative sites for landfilling
3 enjoy the option of not paying for source reduction and
4 resource recovery, we must establish a Guam site-specific
5 solid waste management policy, because we have very
6 limited alternative acceptable sites for future disposal
7 requirements;

8 (12) in 1983, the Guam Environmental Protection
9 Agency ('GEPA') adopted a Solid Waste Management Plan
10 for Guam and also adopted regulations for solid waste
11 collection and disposal;

12 (13) the government must now establish an updated
13 Solid Waste Management Plan ('SWMP' or the 'Plan'),
14 which shall include the closure and beneficial use of the
15 Ordot Landfill, the privatization of the complete solid waste
16 program, including landfill operations and provisions for
17 job protection for the employees of the Solid Waste Division,
18 source reduction, recycling, composting, resource recovery,
19 waste reduction and regulated landfill disposal in an
20 integrated program for solid waste collection and disposal,
21 and the funding for the Plan. The SWMP shall also address
22 construction debris or demolition waste; metallic debris;
23 tires; waste oil; household hazardous waste; abandoned
24 vehicles and other bulky metallic waste; white goods, such
25 as washers, dryers and refrigerators; and green waste,

1 which may be useful in some form, but unnecessarily
2 contribute to landfill volume;

3 (14) the Department of Public Works shall
4 implement the updated Solid Waste Management Plan, as
5 approved by the Guam Legislature, regulated by GEPA;

6 (15) any and all solid waste handling and disposal
7 contemplated by and authorized under this Act shall obtain
8 and operate under any and all permits required by laws,
9 rules and regulations applicable to Guam; and

10 (16) The government of Guam shall not direct or
11 regulate existing permitted private entities actively engaged
12 in solid waste collection or recycling beyond the scope and
13 extent of Federal statutory and regulatory requirements.
14 The standings of such private businesses permitted to
15 actively engage in solid waste collection shall be given
16 maximum protection and support under this Act to promote
17 their viability and longevity under a free enterprise system.

18 (b) The purposes of this Chapter are to:

19 (1) plan for and regulate the storage, collection,
20 transportation, separation, processing and disposal of solid
21 waste to protect the public safety, health and welfare, and
22 to enhance the environment of the people of Guam;

23 (2) provide the authority and resources, including
24 funding to plan for, establish, finance, operate and maintain
25 efficient, environmentally acceptable solid waste

1 management systems, privatized, but administered by the
2 Department of Public Works and regulated by GEPA;

3 (3) privatize Guam's Solid Waste Management
4 System ('SWMS') subject to all applicable laws and Public
5 Law Number 24-06;

6 (4) establish the SWMS to be operated by private
7 ventures, entities or individuals, to promote land
8 conservation by limiting landfilling requirements consistent
9 with the SWMP, and to establish as a limit the reusing,
10 recycling and composting of no less than twenty percent
11 (20%) of the total solid waste generated on Guam from all
12 sources within the time frame established by the Plan and
13 a comprehensive solid waste disposal and resource recovery
14 program that ultimately will minimize Guam's need for
15 additional landfills beyond replacing the Ordot Landfill;
16 quantitative factors to meet such an objective shall be
17 specified and substantiated in the SWMP;

18 (5) continue authority to regulate solid waste
19 storage practices within the Department of Public Health
20 and Social Services pursuant to Chapter 33 of this Title and,
21 where applicable, establish such authority in the
22 Department of Public Works to insure that such practices do
23 not constitute a danger to human health, safety and welfare;

24 (6) continue authority in GEPA to review the
25 design of and to issue permits for the operation of solid

1 waste collection, transport, processing and disposal
2 activities;

3 (7) continue authority in GEPA to undertake a
4 comprehensive investigation of and set minimum standards
5 for the transportation, processing, storage, treatment, and
6 disposal of hazardous waste, and conduct surveys for
7 special disposal facilities for hazardous waste, to protect
8 public health, other living organisms and the environment
9 through an effective and efficient hazardous waste
10 management system;

11 (8) continue authority in GEPA to establish and
12 implement an enforcement system to prevent the improper
13 disposal of solid waste;

14 (9) promote the application of a Solid Waste
15 Management System which preserves and enhances the
16 quality of air, water and land resources;

17 (10) promote and assist in the development of
18 markets for recovered and recycled materials;

19 (11) support and encourage the rapid and efficient
20 removal, recycling, processing, or disposal of abandoned
21 vehicles and other bulky waste, and to assure that the
22 recovery of resources is facilitated;

23 (12) authorize the closure and beneficial use of the
24 Ordot Landfill site, and promote, assist and support the
25 construction and operation of a privatized sanitary landfill,

1 resource recovery and other solid waste management
2 facilities;

3 (13) require consideration and evaluation of
4 treatment of bottom and fly ash generated from resource
5 recovery facilities that any municipal solid waste incinerator
6 company which operates a facility which generates bottom
7 and fly ash or waste ash shall be responsible for the
8 collection and disposal thereof and cost of the collection and
9 disposal thereof; and

10 (14) authorize GEPA to establish such advisory
11 committees as are necessary to carry out its planning and
12 solid waste management responsibilities; the committees
13 shall include but limited to representatives of GEPA, DPW,
14 the Department of Public Health and Social Services,
15 collectors, operators, applicable Federal agencies,
16 educational/environmental groups and the public at large.

17 **Section 3.** Section 51102 of Chapter 51, Part 2, Division 2 of Title 10 of
18 the Guam Code Annotated is hereby repealed and reenacted to read as
19 follows:

20 **'Section 51102. Definitions.** For the purpose of this
21 Chapter, the following words and phrases shall have the meanings
22 given herein, unless their use in the text of the Chapter clearly
23 demonstrates a different meaning.

24 (1) 'Administrator' means the Administrator of GEPA or
25 his designee.

1 (2) 'Agency' means GEPA.

2 (3) 'Best public interest' means any activity which: lessens
3 the demand for landfill sites, conserves land resources and serves
4 to insure proper, cost effective and environmentally sound
5 disposal of solid waste; and, does not pose health risks to human
6 life or endanger plant and animal life.

7 (4) 'Board' means the Board of Directors of GEPA.

8 (5) 'Business' means and includes any activity or conduct,
9 whether proprietary, partnerships, corporate or whatever form,
10 engaged in, or caused to be engaged in, with the object of gain or
11 economic benefit, either direct or indirect, but shall not include
12 casual sales, personal service contracts, fundraising activities by
13 political candidates or the activities of non-profit associations.

14 (6) 'Collection' or 'Collect' means the act of removing solid
15 waste from a generator.

16 (7) 'Collector' means any individual, governmental
17 organization or business which has received a permit to collect
18 and transport waste in accordance with applicable laws and
19 regulations.

20 (8) 'Combustion' means to thermally break down certain
21 types of solid waste in an enclosed device using controlled
22 temperatures.

23 (9) 'Composting' means the controlled degradation of
24 organic solid waste.

25 (10) 'Department' means the Department of Public Works

1 ('DPW').

2 (11) 'Director' means the Director of DPW.

3 (12) 'Disposal' means the discharge, deposit, injection,
4 dumping, spilling, leaking, or placing of any solid waste or
5 hazardous waste into or on any land or water so that such solid
6 waste or hazardous waste or any constituent thereof may enter the
7 environment or be emitted into the air or discharged into any
8 waters, including ground water.

9 (13) 'Division' means the Division of Solid Waste
10 Management of the DPW.

11 (14) 'Dump' means a land site where solid waste is
12 disposed without a valid permit or a landfill that has historically
13 been in regulatory noncompliance.

14 (15) 'Dwelling' means a building or portion thereof
15 designed exclusively for residential occupancy by one (1) family
16 for living and sleeping purposes and not to exceed two (2)
17 dwelling units.

18 (16) 'Dwelling unit' means one (1) or more rooms and a
19 single kitchen in a dwelling, designed as a unit for occupancy by
20 one (1) family for living and sleeping purposes.

21 (17) 'Financial assurance' means a financial guarantee
22 assuring that funds are available to pay for design, construction,
23 operation and closure of a solid waste disposal facility, rendering
24 post closure at a solid waste disposal facility.

25 (18) 'Generator' means any person that generates or

1 produces solid waste.

2 (19) 'Government' means the government of Guam, all of
3 its agencies, whether line or autonomous, and all public
4 corporations.

5 (20) 'Hardfill' means a method of compaction and earth
6 cover of solid waste, other than those containing garbage or other
7 putrescible (putrescent) waste, including, but not limited to,
8 demolition waste and like waste not constituting a health or
9 nuisance hazard, where cover need not be applied on a per day
10 used basis.

11 (21) 'Hazardous Waste' means any material or substance
12 which, by reason of its composition or characteristics,

13 (i) is hazardous waste as defined in the Solid Waste
14 Disposal Act, 42 USC §6901, et seq., as amended, replaced or
15 superseded and the regulations implementing same,

16 (ii) is a hazardous substance as defined by the
17 Comprehensive Environmental Response, Compensation
18 and Liability Act of 1980, 42 USC § 9601, et seq.,

19 (iii) is material the disposal of which is regulated by
20 the Toxic Substances Control Act, 15 USC § 2601, et seq., as
21 amended, replaced or superseded, and the regulations
22 implementing same,

23 (iv) is special nuclear or by-products material within
24 the meaning of the Atomic Energy Act of 1954,

25 (v) is pathological, infectious or biological waste,

1 (vi) is treated as hazardous waste or as a hazardous
2 substance under applicable law,

3 (vii) requires a hazardous waste or similar permit for
4 its storage, treatment, incineration or disposal,

5 (viii) may cause or significantly contribute to an
6 increase in mortality or an increase in serious irreversible, or
7 incapacitating reversible illness, or

8 (ix) may pose a substantial present or potential
9 hazard to human health or the environment when
10 improperly treated, stored, transported or disposed of, or
11 otherwise damaged.

12 (22) 'Highway' means the entire width between the
13 boundary lines of every right-of-way or publicly maintained
14 travel ways when any part thereof is open to the use of the public
15 for purposes of vehicular travel.

16 (23) 'Incinerator' means an enclosed device using
17 controlled flame combustion, the primary purpose of which is to
18 thermally break down solid waste.

19 (24) 'Multi-family dwelling' means a building containing
20 three (3) or more dwellings.

21 (25) 'Office' means the Office of Recycling of the Division.

22 (26) 'Operator' means any person who accepts solid waste
23 from a collector for transfer, storage, recycling, combustion,
24 processing or disposal.

25 (27) 'Performance bond' means a security for financial loss

1 caused by the act or default performance of a person or by
2 uncontrollable conditions.

3 (28) 'Person' means any individual, partnership, co-
4 partnership, firm, company, corporation, association, joint stock
5 company, trust, estate, or any agency, department, or
6 instrumentality of the Federal or local government, or any other
7 legal representatives, agents or assigns.

8 (29) 'Plan' means the interim or final Solid Waste
9 Management Plan ('SWMP') to be prepared and adopted by the
10 Agency in accordance with the Administrative Adjudication Law.

11 (30) 'Plasma torch heating technology' means converting
12 electrical energy into heat energy producing clean fuel gas and
13 recyclable slag.

14 (31) 'Plasma Remediation In-Situ Materials' ('PRISM')
15 means a plasma torch technology process that melts down and
16 converts landfill material into slag and fuel gas.

17 (32) 'Pollution' means the condition caused by the presence
18 in the environment of substances of such character and in such
19 quantities that the quality of the environment is impaired or
20 rendered offensive to life.

21 (33) 'Processing' means any method, system or other
22 treatment designed to change the physical, chemical or biological
23 character or composition of any solid waste. This includes the
24 neutralization of any hazardous waste; the rendering of any
25 hazardous waste non-hazardous, safer for transport, amenable for

1 recovery, amenable for storage or reduced in volume; or any other
2 activity or processing designed to change the physical form or
3 chemical composition of hazardous waste so as to render it non-
4 hazardous.

5 (34) 'Recyclable materials' includes the following materials
6 discarded from households, businesses, commercial and industrial
7 establishments, hotels, government, agricultural, landscaping,
8 yard maintenance and military operations which may be reused
9 or for which a market exists:

10 (i) 'aluminum' means any product manufactured of
11 aluminum or aluminum alloy;

12 (ii) 'battery' means any lead acid battery or dry cell
13 battery discarded on Guam, independent of intended use;

14 (iii) 'biomass' means any large biomass source, such
15 as trees, wood, grass, hedge cuttings, jungle growth, yard
16 waste and sewage sludge;

17 (iv) 'construction debris' means the materials from
18 building construction;

19 (v) 'corrugated cardboard' means kraft, jute or test
20 liner pulp which is made by combining two (2) or more
21 webs of paper and formed or shaped into wrinkles or folds
22 or into alternate ridges and grooves;

23 (vi) 'demolition waste' means the materials obtained
24 from the demolishment or razing of buildings;

25 (vii) 'glass' means any product manufactured from a

1 mixture of silicates, borates or phosphates;

2 (viii) 'metal scrap' means any metal, in whole or in
3 parts, from buildings, equipment, machinery or vehicles;

4 (ix) 'newspaper' means a publication which is
5 distributed and contains news articles, opinions, features,
6 and advertising and is printed on impermanent wood pulp
7 materials;

8 (x) 'office paper' means computer paper and white
9 and colored ledger paper;

10 (xi) 'used oil' means any petroleum-based, mineral,
11 or synthetic oil which through use, storage or handling has
12 become unsuitable for its original purpose due to the
13 presence of impurities or loss of original properties; and

14 (xii) such other materials which the Department
15 determines, from time to time, may be recycled.

16 (35) 'Recycle' or 'Recycling' means the method by which
17 recovered resources are converted for use as raw material or
18 feedstock to make new products.

19 (36) 'Recycling Officer' means the head of the Office of
20 Recycling.

21 (37) 'Resource recovery' means the process of recovering
22 recyclable materials or the recovery of energy from solid waste.

23 (38) 'Resource Recovery Facility' ('RRF') is a facility which
24 recovers for sale or reuse of recyclable materials.

25 (39) 'Reusing' means the reintroduction of a commodity in

1 the economic stream without any changes.

2 (40) 'Sanitary landfill' means an approved site where solid
3 waste and ash are disposed using modern sanitary landfilling
4 techniques in accordance with Federal and local regulations.

5 (41) 'Sanitary landfilling' means an engineered method of
6 disposing of solid waste on land in accordance with Federal and
7 local regulations in a manner that protects the environment by
8 spreading the waste in thin layers, compacting it to the smallest
9 practical volume, and covering it with approved material at the
10 end of each working day.

11 (42) 'Separation' means the systematic division of solid
12 waste into designated components.

13 (43) 'Solid waste' means any garbage, refuse or sludge
14 from a waste treatment plant, water supply treatment plant, or air
15 pollution control facility and other discarded and/or spilled
16 materials, including solid, liquid, semisolid or contained gaseous
17 material resulting from industrial, mining, commercial, and
18 agriculture operations, and from community activities, but does
19 not include solid or dissolved material in domestic sewage, or
20 solid or dissolved materials in irrigation return flows or industrial
21 discharges which are point sources subject to permits under §402
22 of the Federal Water Pollution Control Act, as amended (68 Stat.
23 880), or source, special nuclear, or by-product material as defined
24 by the Atomic Energy Act of 1954, as amended (68 Stat. 923).

25 (44) 'Solid waste management' means the purposeful,

1 systematic control of the generation, storage, collection,
2 transportation, separation, processing and disposal of solid waste.

3 (45) 'Solid waste management facilities' means any facility,
4 or any machinery, equipment, vehicles, structures or any part of
5 accessories thereof installed or acquired for the primary purpose
6 of: collection, transportation, storage, recycling, processing or
7 disposal of solid waste, and shall include sanitary landfills,
8 resource recovery facilities, or plasma torch.

9 (46) 'Solid Waste Management Plan' means a
10 comprehensive plan and all amendments and revisions thereto for
11 provisions of solid waste management throughout Guam.

12 (47) 'Solid waste management practices' means the actions
13 to effectuate the generation, storage, collection, transportation,
14 processing, recycling, incineration, plasma torch or resource
15 recovery or disposal of solid waste.

16 (48) 'Solid Waste Management System' ('SWMS') means
17 the entire system covered in the SWMP and designated by the
18 Director for the storage, collection, generation, transportation,
19 processing, recycling, incineration, plasma torch and disposal of
20 solid waste within Guam.

21 (49) 'Source separated waste' means recyclable materials
22 which are set aside by the generator for segregated collection and
23 transport to solid waste management facilities.

24 (50) 'Storage' means the interim containment of solid waste
25 in accordance with Federal and local regulations.

1 (51) 'Transfer station' shall mean any intermediate waste
2 facility in which solid waste collected from any source is
3 temporarily deposited and stored while awaiting transportation
4 to another solid waste management facility.'

5 **Section 4.** Section 51103 of Chapter 51, Part 2, Division 2 of Title 10 of
6 the Guam Code Annotated is hereby repealed and reenacted to read as
7 follows:

8 **'Section 51103. Powers and Duties of the Agency and the**
9 **Department.** (a) The Agency shall have the authority under this
10 Act and other laws of Guam, pursuant to the Administrative
11 Adjudication Law, to:

12 (1) prepare and adopt in accordance with the
13 Administrative Adjudication Law an interim Solid Waste
14 Management Plan, consistent with the provisions of this Act,
15 within one hundred eighty (180) days of the effective date of this
16 Act;

17 (2) prepare and adopt in accordance with the
18 Administrative Adjudication Law a final Solid Waste
19 Management Plan, consistent with the provisions of this Act,
20 within three hundred (300) days of the effective date of this Act.
21 The Plan shall be revised at least every five (5) years, or sooner as
22 needed;

23 (3) administer Guam's Solid Waste Management Program
24 pursuant to provisions of this Chapter;

25 (4) prepare, adopt, promulgate, modify, update, and

1 repeal rules and regulations in cooperation with appropriate
2 government agencies, industries and private parties, for the
3 collection, transportation, storage and disposal of hazardous
4 waste;

5 (5) prepare, adopt, promulgate, modify, update, repeal,
6 and enforce rules and regulations setting environmental standards
7 for collection, transportation, separation, processing, recycling,
8 materials and resource recovery, incineration, plasma torch and
9 disposal of solid waste in order to conserve the air, water, and
10 land resources of Guam, protect the public health, prevent
11 environmental pollution and public nuisances, and enable it and
12 the Department to carry out the purposes and provisions of this
13 Chapter and the Plan;

14 (6) establish the procedures for review and issuance of
15 permits governing the design, operation, closure, and post-closure
16 of solid waste management facilities, which procedures shall be
17 consistent with the procedures used by the United States
18 Environmental Protection Agency in the issuance of similar
19 permits;

20 (7) enforce compliance with any of its rules and
21 regulations issued pursuant to this Chapter and require the taking
22 of such remedial measures for solid waste management or solid
23 waste management practices as may be necessary or appropriate
24 to implement or effectuate its responsibilities under this Chapter;

25 (8) prepare, adopt, promulgate, modify, update, repeal,

1 and enforce such other rules and regulations as may be necessary
2 to establish a hazardous waste program which meets the
3 requirements of Section 3006 of the Federal Resource
4 Conservation and Recovery Act (42 U.S.C. 6926, et seq.) and
5 regulations promulgated pursuant thereto;

6 (9) prepare, issue, modify, remove and enforce orders for
7 compliance with any of the provisions of this Chapter or of any
8 rules and regulations issued pursuant thereto and requiring the
9 taking of such remedial measures for solid waste management as
10 may be necessary or appropriate to implement or effectuate the
11 provisions and purposes of this Chapter;

12 (10) impose and collect penalties against any person for the
13 violation of any of its rules, regulations or compliance orders
14 issued under this Chapter;

15 (11) require a financial guarantee assuring that funds are
16 available to pay for design, construction, operation and closure of
17 a solid waste disposal facility, rendering post-closure at a solid
18 waste disposal facility;

19 (12) serve as the official government of Guam
20 representative for all purposes of the Federal Solid Waste Disposal
21 Act, (P.L. No. 91-512), or as subsequently amended, and for the
22 purpose of such other local or Federal legislation as has been or
23 may hereafter be enacted to assist in the management of solid
24 waste;

25 (13) provide technical assistance to local and Federal

1 agencies, and other persons, and cooperate with appropriate local
2 agencies and private organizations in carrying out the duties
3 under this Chapter;

4 (14) encourage and recommend procedures for private
5 financing to develop, design, construct and operate solid waste
6 management system in accomplishing the desired objectives of
7 this Chapter; and

8 (15) insure that the interest of existing permitted private
9 entities actively engaged in solid waste management operations
10 are duly and lawfully protected and are not unfairly jeopardized
11 or removed.

12 (b) The Department shall have the following powers and duties
13 pursuant to the Administrative Adjudication Law to:

14 (1) adopt and enforce rules, regulations and other
15 procedures for the implementation of the solid waste management
16 system created by the Plan and such other rules and regulations
17 as are necessary to fulfill the Department's powers and duties
18 under this Act;

19 (2) privatize all other solid waste management facilities
20 and operations not addressed above in Subsection (2) and within
21 the policy guidelines of the Solid Waste Management Plan,
22 including the closure and beneficial use of the Ordot Landfill site,
23 source reduction, recycling, composting, resource recovery, waste
24 reduction, new landfill and transfer stations. This responsibility
25 shall also address construction debris or demolition waste,

1 metallic debris, white goods, tires and green waste; contracts with
2 private entities shall fully encompass development, financing,
3 construction and operation of any such facilities;

4 (3) fulfill any of its duties under this Act and consistent
5 with the SWMP by entering into contracts with private entities; all
6 such new contracts shall be entered into according to the
7 procedures of the Guam Procurement Law, Chapter 5, Division 1
8 of Title 5 of the Guam Code Annotated, and other applicable laws
9 of Guam;

10 (4) establish administrative procedures for the
11 dissemination of rates and fee schedules and the collection of fees
12 and charges authorized and duly adopted or set under this Act for
13 the collection, processing, resources recovery or disposal of solid
14 waste within Guam, including, but not limited to, fees assessed to
15 owners of dwellings, fees assessed to any other generators or
16 collectors, and fees assessed for solid waste received at designated
17 solid waste management facility within Guam;

18 (5) administer, supervise and fulfill the responsibilities of
19 the government in any contract entered into pursuant to
20 provisions of the Guam Procurement Law (5 GCA Chapter 5) for
21 the development, construction, operation or closure of landfills,
22 RRF or any other solid waste management facility contracted or
23 prescribed in the Plan and legally established under Guam and
24 Federal laws, rules and regulations;

25 (6) organize, plan for, secure and manage resources and

1 promote the implementation of the Plan;

2 (7) evaluate and promote capital improvements and
3 maintenance programs to the solid waste management system;

4 (8) address the necessity for a facility for the shredding of
5 tires for recycling or for use as rubberized asphalt;

6 (9) address the necessity for a facility for the recycling of
7 glass, including its use as glassphalt;

8 (10) address the necessity for a facility for the recycling of
9 scrap metals, including discarded vehicles, appliances and
10 equipment, including shredding for containerization or other
11 shipment;

12 (11) require the preparation of any necessary
13 environmental impact assessments or environmental impact
14 reports;

15 (12) mandate the inspection and monitoring of all solid
16 waste management facilities to assure compliance with this Act,
17 the Plan, other law, rules and regulations applicable to Guam; and

18 (13) apply for all grants-in-aid requests and administration
19 of any such programs or funds, except those established for
20 recycling.

21 (c) There is established within the Division of Solid Waste of
22 the Department, the Office of Recycling and the position of Recycling
23 Officer who shall head the Office. The Office shall be responsible for the
24 following:

25 (1) establishing and managing in conjunction with the

1 Plan a promotional program for recycling, composting and the
2 recovery of resources, including recommendations on the size,
3 character, location and ownership of any RRF or composting
4 facility;

5 (2) evaluating and insuring adequate capacities within
6 the solid waste management system for recycling;

7 (3) plan, organize, coordinate and pursue the following
8 objectives:

9 (i) publish and disseminate guidebooks,
10 newsletters and instruction manuals to promote recycling;

11 (ii) in conjunction with the Mayors Council of
12 Guam, conduct public outreach activities to promote
13 recycling;

14 (iii) establish a recycling demonstration project in at
15 least six (6) selected villages throughout Guam, wherein
16 compartmentalized containers will be located and serve as
17 recycling drop-off centers for the community; the
18 Department shall contract for the supply of the containers
19 and their hauling for recycling or other disposal; all
20 revenues generated by the sale of recyclable materials shall
21 be paid to the Mayors and be used by the Mayors to support
22 programs which further encourage recycling; moreover,
23 individual accounts shall be established for each Mayor to
24 record all costs and revenues in order to evidence the
25 commercial feasibility, or lack thereof, of recycling;

1 (iv) develop a recommended program for
2 composting of biomass on government property;

3 (v) formulate and recommend other recycling
4 demonstration projects and initiatives;

5 (vi) identify economically priced products
6 manufactured of recycled material which are usable by the
7 government in the place of products manufactured of virgin
8 material;

9 (vii) study recycling techniques to determine the
10 most cost-effective manner of collecting, processing, storing,
11 marketing, transporting or reusing recyclable materials;

12 (viii) establish a recycling telephone hotline serving
13 to take inquiries and disseminate information on recycling;

14 (ix) recommend the establishment or revision of
15 administrative or procurement practices which will promote
16 recycling;

17 (x) determine and report through the Director to
18 the Guam Legislature the costs and benefits of establishing
19 a system for source separated waste;

20 (xi) recommend new legislation to facilitate
21 recycling through planning, market research, source
22 separated waste, surcharges, fees, operational subsidies, tax
23 incentives and other similar means;

24 (xii) identify and promote businesses reusing or
25 converting recyclable materials;

1 (xiii) advise and assist collectors on efficient
2 techniques for recycling; and

3 (xiv) conduct media advertising, public opinion
4 surveys, seminars, workshops and community relations
5 campaigns to promote public awareness of the benefits and
6 methods of recycling.'

7 **Section 5.** Section 51104 of Chapter 51, Part 2, Division 2 of Title 10 of
8 the Guam Code Annotated is hereby repealed and reenacted to read as
9 follows:

10 'Section 51104. Permits. (a) The Administrator is
11 authorized and directed to issue permits for all collectors,
12 operators and solid waste management facilities, their design,
13 operation, maintenance, substantial alteration, modification or
14 enlargement. All such permits shall be non-transferable and
15 conditioned upon the observance of the laws of Guam and rules,
16 compliance orders or regulations authorized in this Chapter. All
17 such permits shall include provisions to hold the permittee liable
18 during the duration of the permit and twenty-five (25) years after
19 the expiration of the permit for all costs related to health and
20 environmental restoration attributed to the operation of the
21 facility.

22 (b) Each permit holder shall apply for the renewal of each
23 permit held, upon forms provided by the Agency, not less than
24 sixty (60) days prior to the expiration date of such solid waste
25 management permit to be renewed, or not less than one hundred

1 eighty (180) days prior to the expiration date of each hazardous
2 waste management permit to be renewed.

3 (c) Each permit application and each permit renewal
4 application shall be submitted with proof of financial assurance,
5 of a type and in a sum established by the Administrator
6 conditioned on the fulfillment by the permit holder of the
7 requirements of this Chapter and the rules and regulations
8 authorized therein. No financial assurance mechanism required
9 under this Chapter may be canceled by the guarantor unless the
10 Administrator has received written notice thereof and there has
11 been a lapse of one hundred twenty (120) days between receipt of
12 notice and cancellation date.

13 (d) Before issuing a solid waste management permit to
14 any person with respect to any facility for the processing, storage
15 or disposal of solid waste, the Administrator shall:

16 (1) Cause to be published in a major local
17 newspaper or newspaper of general circulation, and
18 broadcast over a local radio station or stations, notice of the
19 Agency's intention to issue such a permit.

20 (2) If, within forty-five (45) days after publication
21 and broadcast, the Agency receives written notice of
22 opposition to the Agency's intention to issue such permit
23 and a request for a hearing is made, the Agency shall
24 provide for a hearing in accordance with the Administrative
25 Adjudication Law, if requested by a substantially affected

1 party or an informal public meeting if requested by any
2 other person.

3 (e) Before issuing a hazardous waste management permit
4 to any person with respect to any facility for the processing,
5 storage or disposal of hazardous waste, the Administrator shall:

6 (1) cause to be published in a major local
7 newspaper or newspaper of general circulation, and
8 broadcast over a local radio station or stations, notice of the
9 Agency's intention to issue such a permit; and

10 (2) if, within forty-five (45) days after publication
11 and broadcast, the Agency receives written notice of
12 opposition to the Agency's intention to issue such permit
13 and a request for a hearing is made, the Agency shall
14 provide for a hearing in accordance with the Administrative
15 Adjudication Law, if requested by a substantially affected
16 party or an informal public meeting if requested by any
17 other person.

18 (f) The Administrator is authorized and directed to
19 suspend, revoke, condition, modify or terminate any permit
20 issued under Subsection (a) of this Section for non-compliance
21 with any of the rules, compliance orders, regulations or permit
22 conditions authorized in this Chapter.'

23 **Section 6. Exemption from Prohibited Solid Waste Activities.**

24 Section 51109(a)(8) of Chapter 51, Part 2, Division 2 of Title 10 of the Guam
25 Code Annotated is hereby amended to read as follows:

1 ‘(8) No person shall destroy or attempt to destroy by burning,
2 except in an incinerator, RRF or plasma torch facility the construction
3 and operation of which is approved by the Administrator, or as may
4 otherwise be authorized by the Administrator, any garbage, dead
5 animals or other offensive substances, the burning of which may give off
6 foul and noisome odor. Nothing in this Section shall preclude the
7 burning of trees, brush, grass and other vegetable matter authorized by
8 the Administrator.’

9 **Section 7. Addition to Prohibited Solid Waste Activities.** Section
10 51109(a)(9) is hereby added to Chapter 51, Part 2, Division 2 of Title 10 of the
11 Guam Code Annotated to read as follows:

12 ‘(9) Improperly manage or operate a solid waste management
13 facility.’

14 **Section 8. Addition to Prohibited Hazardous Waste Activities.**
15 Section 51109(a)(10) is hereby added to Chapter 51, Part 2, Division 2 of Title
16 10 of the Guam Code Annotated to read as follows:

17 ‘(10) Improperly manage or operate a hazardous waste
18 management facility.’

19 **Section 9.** Notwithstanding any other provision of law, §51118 is
20 hereby added to Chapter 51, Part 2, Division 2 of Title 10 of the Guam Code
21 Annotated to read as follows:

22 ‘**Section 51118. Tipping/User Fees and Solid Waste Operations**
23 **Fund.**

24 (a) **Legislative Intent.** Tipping and user fees shall
25 provide a financing source for government of Guam costs and

1 expenses directly related to the closure of the Ordot landfill, the
2 development, design, construction, operation and final closure of
3 a new sanitary landfill and the Ordot Landfill, as well as other
4 solid waste management facilities that are contracted or may be
5 established by this Act and in accordance with the plan and
6 annual fiscal year appropriation for the Division of Solid Waste
7 Management of DPW.

8 (1) Tipping/user fees will vary depending on the
9 nature of collection, privatized contract for residential
10 dwellings or hired commercial collectors for other
11 municipal solid wastes outlets.

12 (2) For residential or dwelling, the charge is a user
13 fee which includes the collection fee with the disposal
14 tipping fee.

15 (3) For commercial, including multi-family
16 dwellings and government agencies, the charge is a disposal
17 tipping fee and does not include collection fees
18 independently charged by commercial waste haulers.

19 (b) **Effective Date of Charging Tipping Fees.** The
20 commercial and residential tipping fees established in this §51118 are
21 charged beginning the first day of the month following the adoption of
22 supporting rules and regulations by DPW under the Administrative
23 Adjudication Law.

24 (c) **Commercial and Governmental Tipping Fees.** A
25 commercial tipping fee of Forty-five Dollars (\$45.00) per ton is hereby

1 established. This fee does not include collection charges which are
2 independently set by licensed commercial haulers.

3 (d) **Residential Tipping Fees.** A residential tipping fee, which
4 includes collection charges, is hereby established for residential users in
5 the amount of Eight Dollars (\$8.00) per dwelling, per month.

6 (e) The Public Utilities Commission ('PUC') is hereby
7 authorized to set tipping fees to replace the commercial and residential
8 tipping fees mandated in this Section five (5) years after enactment of
9 this Act. Rate setting by PUC shall be based on actuarial analysis of
10 costs of services and focused management audit of existing operations.

11 (f) **Solid Waste Operations Fund.** All tipping, user and
12 other fees authorized under this Section and collected based on duly
13 established rules and regulations shall be deposited in a special fund
14 designated and hereby established as the Solid Waste Operations Fund.

15 All tipping/user fees in the Fund shall be used solely for solid waste
16 management practices.

17 (g) **Notification to Department of Interior.** Within thirty (30)
18 days of the enactment of this Act, the Governor shall notify the
19 Department of Interior of the establishment of tipping fees, for the
20 purpose of releasing Federal funds available to resolve environmental
21 issues relative to the Ordot Landfill. Unless otherwise restricted by any
22 conditions, Federal-funding will be allocated between the Ordot Landfill
23 compliance mitigation work and closure.'

24 **Section 10.** Section 51119 is hereby added to Chapter 51, Part 2,
25 Division 2 of Title 10 of the Guam Code Annotated to read as follows:

1 ‘Section 51119. The Solid Waste Management Plan.

2 (a) The Plan to be adopted by the Agency shall address a
3 solid waste management system for Guam which shall include,
4 but not be limited to, source reduction, recycling, composting,
5 resource recovery and sanitary landfilling, with the objective of
6 reducing the amount of solid waste to be processed, landfilled or
7 otherwise legally disposed of. It shall also require the application
8 of plasma torch or flame technology, if permitted and cost
9 effective, to stabilize materials at the Ordot Landfill. It shall also
10 include:

11 (1) a program for the privatization of all solid waste
12 management and operations within the authorized
13 frameworks as enacted by this Article; the Agency shall
14 submit a privatization plan to the Guam Legislature. The
15 Guam Legislature shall have up to ninety (90) calendar days
16 after official receipt to review and amend the plan as
17 appropriate, and approve or disapprove the plan;

18 (2) an inventory of current residential, business,
19 military and other institutional solid waste generation;

20 (3) an inventory of existing publicly available solid
21 waste management facilities and an inventory of existing
22 collection systems and routes;

23 (4) projections of residential, business, military and
24 other institutional solid waste that will be generated within
25 Guam during the five (5) and ten (10) year periods following

1 the effective date of this Section;

2 (5) projections for decrease in solid waste disposal
3 as a result of source reduction, recycling and solid waste
4 management facilities;

5 (6) an identification of potential sites for future
6 sanitary landfills;

7 (7) projections for potential requirements for
8 monofills at future sanitary landfill for special wastes, such
9 as asbestos or ash;

10 (8) provide for and incorporate recycling activities
11 required in Item (3) of Subsection (b) of §51120 of this
12 Article;

13 (9) provide guidelines for the orderly collection,
14 transportation, storage, separation, processing, recycling,
15 combustion and disposal of all solid waste;

16 (10) provide programs for the educational training of
17 collectors, operators and other solid waste management
18 professionals;

19 (11) provide for a public education program
20 encouraging recycling and source reduction and explaining
21 the Plan;

22 (12) suggest new legislation to improve solid waste
23 management;

24 (13) evaluate and determine markets for recycled
25 materials;

1 (14) investigate and recommend new technologies
2 for source reduction, recycling, composting, sanitary landfill
3 and other solid waste disposal; and

4 (15) provide guidelines, including timeline for
5 converting the Ordot Landfill to beneficial use.

6 (b) The Plan shall be revised and updated by the Agency
7 every five (5) years.'

8 **Section 11. Ownership of Solid Waste.**

9 (a) Unless otherwise provided, the owner of solid waste shall
10 be:

11 (1) the generator of the solid waste until the solid waste
12 is accepted by a collector or an operator;

13 (2) the collector until the solid waste is deposited with,
14 and accepted by, an operator;

15 (3) an operator, after delivery and acceptance of the solid
16 waste; or

17 (4) in the event that a generator of solid waste is
18 unknown, insolvent or not a resident of Guam, then the fee simple
19 owner of the land on which the solid waste is located shall be its
20 owner.

21 (b) The owner of solid waste shall be responsible for its storage,
22 shipment, and disposal in a manner consistent with this Act and other
23 applicable Guam and Federal laws, rules and regulations.'

24 **Section 12.** Within thirty (30) days of the enactment of this Act, the
25 Department of Public Works, in coordination with the GEPA, the Guam

1 Economic Development Authority and other appropriate government
2 agencies, shall issue requests for proposals ('RFP's') with the prior approval
3 and consent of the Guam Legislature for the privatization of Guam's solid
4 waste management operations as described in this Act. Further, within one
5 hundred eighty (180) days, supporting contracts for privatization shall be
6 executed and implemented.

7 Specific to the Request for Proposals ('RFP's') for the closure of the
8 Ordot Landfill and opening of a new landfill, the Department of Public Works
9 is hereby authorized and directed to close the Ordot Landfill and, in doing so,
10 shall comply with all applicable Federal and local rules, regulations and
11 standards including but not limited to the requirements of the U.S.E.P.A. and
12 GEPA. The cessation of dumping at the Ordot Landfill shall be no later than
13 July 31, 1998.

14 **Section 13. Ordot Landfill Closure and Opening of New Landfill.**

15 Notwithstanding any other provision of law, the Department must take
16 immediate actions to expedite the closure of the Ordot Landfill and opening
17 of a new landfill within six (6) months of enactment of this Act.

18 (a) The Department is authorized to proceed expeditiously with
19 earthwork, cleaning and grading, other civil works, such as infrastructure and
20 access road, with necessary permits secured.

21 (b) The RFP for the landfills shall be separate and apart from other
22 RFP's or privatization contracts, shall not be combined with other solid waste
23 management facilities and shall be finalized through the bidding process
24 under the Guam Procurement Law.

25 (c) There is hereby appropriated the sum of Four Million Dollars

1 (\$4,000,000) from the General Fund to the Department of Public Works to be
2 expended toward the closure of the Ordot Landfill.

3 (d) Notwithstanding any other provision of law or this Act, the
4 appropriation contained in this Section shall not be subject to transfer by the
5 Governor.

6 **Section 14. Restoration of Ordot Landfill.** The Department of
7 Public Works, in coordination with the Department of Parks and Recreation
8 and GEPA, shall convert the Ordot Landfill into a public park in compliance
9 with applicable local and Federal laws. GEPA shall monitor the Ordot
10 Landfill on an on-going basis for compliance with this Act and take proper
11 measures to mitigate environmental damage in order to protect the health and
12 welfare of the residents of Chalan Pago-Ordot and the people of Guam.

13 **Section 15.** Within sixty (60) days of enactment of this Act, the
14 Department of Land Management shall submit a report to the Guam
15 Legislature detailing the status of the non-government property on which the
16 Ordot Landfill is situated. The report shall include a schedule of what the
17 Department and/or the government of Guam intends to do with the property
18 and shall specify in particular its intent with regards to compensation of the
19 private property owners.

20 **Section 16. Effective Date.** The effective date shall be upon
21 enactment of this Act."

22 **Section 2. Severability.** If any provision of this Law or its application to
23 any person or circumstance is found to be invalid or contrary to law, such invalidity
24 shall not affect other provisions or applications of this Law which can be given effect
25 without the invalid provisions or application, and to this end the provisions of this

1 Law are severable.



CARL T.C. GUTIERREZ
GOVERNOR OF GUAM

PL-24.272

OFFICE OF THE LEGISLATIVE SECRETARY	
ACKNOWLEDGMENT RECEIPT	
Received By	<u>[Signature]</u>
Time	<u>10:14 am</u>
Date	<u>4.13.98</u>

APR 11 1998

Refer to
Legislative Secretary

The Honorable Antonio R. Unpingco
Speaker
Twenty-Fourth Guam Legislature
Guam Legislature Temporary Building
155 Hesler Street
Agana, Guam 96910

Office of the Speaker
ANTONIO R. UNPINGCO

Date: 4/11/98
Time: 12:30 pm
Rec'd by: Ronald P. Bala
Print Name: _____

Dear Speaker Unpingco:

Enclosed please find Bill No. 520 (COR), "AN ACT TO REPEAL AND REENACT §§2 THROUGH 16 OF PUBLIC LAW NO. 24-139; AMEND CHAPTER 51, PART 2, DIVISION 2 OF TITLE 10 OF THE GUAM CODE ANNOTATED, RELATIVE TO THE CREATION OF THE ORDOT DUMP CLOSURE AND SOLID WASTE MANAGEMENT ALTERNATIVES ACT", which I have vetoed.

While purporting to be a supportive measure, this legislation merely sets back the long-standing effort to arrive at a true solution to Guam's solid waste problems. Over the last 16 years, 4 Administrations have pursued proposals that would provide for the safe disposal of our community's solid waste with a minimal impact on our island's limited land space. Beginning in 1982, when Governor Paul Calvo first issued to International Energy Enterprises, Inc. (IEEI) a license to construct a waste to energy facility, the focus has been on providing real alternatives to the Ordot Dump. Building on the Calvo Administration's action, Governor Joseph Ada, along with then GEDA Board Chair Tony Leon Guerrero, issued an amended license for a Waste to Energy facility to GRRP in November, 1991. This action was further cemented by then GEDA Administrator Charles Crisostomo who signed the term sheet for the license with GRRP on December 31, 1994. The contractual obligations of this license have been acknowledged by the Attorney Generals of both Republican and Democratic Administrations.

For your convenience, enclosed are copies of the original license issued in 1982, the amended license of 1990, the term sheet agreements of 1989 and 1994, and the Guam Attorney Generals opinions of 1989 and 1995 concerning the license.

Upon assuming office, this Administration inherited the task of implementing the license that had been negotiated and secured by previous Administrations.

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We have carried out this responsibility with the clear goal of not only securing the closure of the Ordot Dump but also ensuring that it is not reproduced at another site.

In a flurry of political rhetoric, some of your colleagues have reacted to Guam's solid waste problems by producing measures that have been both contradictory and misleading. These measures have made no concrete contribution to the island's solid waste problems and have produced no tangible result beyond delaying the closure of the Ordot Dump. All that has been produced is rhetoric and argumentation. Bill No. 520 is only the latest such legislative product. While proclaiming to provide "alternatives", it merely provides further legal obstacles to arriving at a practical solid waste policy. While advocating the closure of the Ordot Dump, it establishes a framework which ensures that a similar dump will be created at another site, thus burdening future generations. In the final analysis, it solves nothing and merely perpetuates the disagreement.

Mr. Speaker, I call upon you and your colleagues to cease this senseless political posturing and work with this Administration to solve Guam's solid waste problems instead of adding to them. As a step forward to clearing the misconceptions and confusion that have been promulgated about this issue, I have instructed the Attorney General to look into the possibility of requesting a court to issue a declaratory judgment on the binding status of the Waste to Energy license. Rather than continue pointless conflict between Administration officials and Senators, let us allow the court to decide the government of Guam's obligations under this license. Meanwhile, my Administration will continue with our efforts to close the Ordot Dump.

Mr. Speaker, our people expect more from us than endless political arguments. They expect solutions. Their future is at state here and we must endeavor to live up to their expectations. This Administration is certainly committed to this effort, and I hope your colleagues are as well.

Very truly yours,



Carl T. C. Gutierrez
Governor of Guam

Attachments

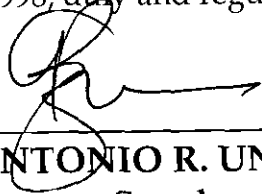
01747

cc: The Honorable Joanne M. S. Brown
Legislative Secretary


TWENTY-FOURTH GUAM LEGISLATURE
1998 (SECOND) Regular Session

CERTIFICATION OF PASSAGE OF AN ACT TO THE GOVERNOR


This is to certify that Bill No. 520 (COR), "AN ACT TO REPEAL AND REENACT §§2 THROUGH 16 OF PUBLIC LAW NO. 24 - 139; AMENDING CHAPTER 51, PART 2, DIVISION 2 OF TITLE 10 OF THE GUAM CODE ANNOTATED, RELATIVE TO THE CREATION OF THE ORDOT DUMP CLOSURE AND SOLID WASTE MANAGEMENT ALTERNATIVES ACT," was on the 25TH day of March, 1998, duly and regularly passed.


ANTONIO R. UNPINGCO
Speaker

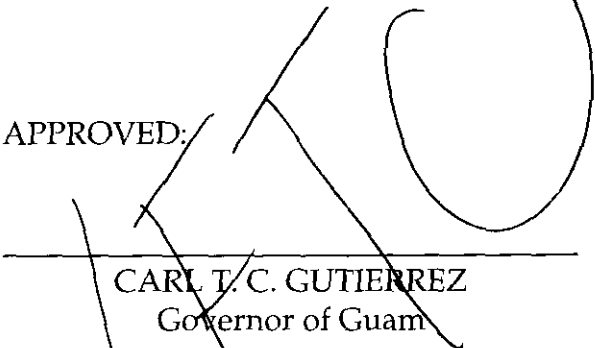
Attested:


MARK FORBES
Senator and Acting Legislative
Secretary

This Act was received by the Governor this 31st day of March, 1998, at
2:45 o'clock P.M.


Assistant Staff Officer
Governor's Office

APPROVED:


CARL T. C. GUTIERREZ
Governor of Guam

Date: _____

Public Law No. _____

LICENSE AGREEMENT

AGREEMENT made this 3rd day of March, 1982, by and among INTERNATIONAL ENERGY ENTERPRISES, INCORPORATED, a New York corporation having its principal office at 500 Fifth Avenue, New York, New York (hereinafter called ("Energy") and the GUAM ECONOMIC DEVELOPMENT AUTHORITY, an autonomous agency, Government of the Territory of Guam (hereinafter called "GEDA") and THE TERRITORY OF GUAM (hereinafter called the "Territory").

W I T N E S S E T H

WHEREAS, GEDA desires to grant a license to Energy (a) to conduct a study (hereinafter called the "OTEC Study") to determine the commercial feasibility and desirability of constructing a land-based plant (hereinafter called the "OTEC Plant"), to be located on Cabras Island, Guam, on a tract of land (hereinafter called the "Cabras Tract") identified in an economic and land-use plan for Cabras Island and the surrounding area, dated July 1979, or at another suitable location satisfactory to each of parties hereto for the conversion of ocean thermal energy into electricity and for related purposes, including desalinization of ocean waters and enhancement of mariculture; and (b) to finance, construct, own and operate the OTEC Plant;

NOW, THEREFORE, it is agreed as follows:

Section 1. License.

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

A. to conduct the Study, to undertake any associated environmental and engineering work related to the OTEC Study and to make a determination as to the commercial and technological feasibility and desirability of constructing the OTEC Plant;

B. to arrange for the financing, construction and operation of the OTEC Plant; and

C. after consultation with GEDA, to determine the manner in which the ownership of the OTEC Plant, if constructed, shall be held, the parties hereto agreeing that (i) the OTEC Plant shall be owned and operated by such corporations, partnerships or other entities established by Energy or its designees and (ii) GEDA shall have the right to obtain in return for a lease on the Cabras Tract referred to in Section 5(E) of the Agreement an equity interest in the entity that shall own the OTEC Plant; provided, however, that such interest shall not exceed 5% of the equity of such entity.

Section 2. Term.

Unless sooner terminated by Energy in accordance with Section 9 hereof, this Agreement shall remain in full force and effect and Energy shall have the license granted herein from and after the date first above written for a period of one year.

If, at the expiration of such term, substantial progress shall have been made toward achieving the purposes of this agreement, this Agreement shall remain in full force and effect and Energy shall have the license granted herein for an additional period of one year. If, at the expiration of such term, substantial progress shall have been made toward achieving the purposes of this agreement, this Agreement shall remain in full force and effect and Energy shall have the license granted herein for an additional period of one year. If, at the expiration of such term, substantial progress shall have been made toward achieving the purposes of this agreement, this Agreement shall remain in full force and effect and Energy shall have the license granted herein for an additional period of twenty (20) years. As used herein, the "Term of this Agreement" shall mean the original one year term unless this Agreement has been extended as specified above, in which event it shall mean the entire period of any such extension.

The parties hereto hereby agree that Energy shall, within sixty (60) days of the date hereof, submit a schedule of progress toward achieving the purpose of this Agreement that will be deemed "substantial" for the purpose of this Section 2 and upon such submission the parties hereto shall execute an amendment incorporating such schedule as Exhibit A hereto.

Section 3. Expenses.

A. If as a result of any material misrepresentation of GEDA or the Territory, or any breach of any warranty or any

covenant of GEDA or the Territory contained herein, or any act or failure to act by GEDA or the Territory or any agent or employee of GEDA or the Territory whether or not expressly contemplated by this Agreement, the OTEC Study is not completed, GEDA shall reimburse Energy for all of its reasonable expenses, including without limitation any amounts expended by Energy in connection with obtaining any releases or consents necessary for the execution of this Agreement, incurred in connection with the OTEC Study and any other actions contemplated by this Agreement.

Section 4. Warranties, Covenants, Undertakings and Representations of Energy.

Energy hereby warrants, represents, covenants and undertakes as follows:

1. Energy will devote its best efforts to conducting the OTEC Study and arranging for the financing, construction, ownership and operation of the OTEC Plant; provided, however, that Energy shall have complete discretion in conducting the OTEC Study, shall not be required to devote any fixed amount of time to the performance of its obligations hereunder and shall have the right to engage in any other commercial activities;
2. Energy has devoted or will devote its best efforts to obtaining by subcontract or otherwise the expertise necessary to carry out its undertakings hereunder; and
3. Energy has all requisite legal power and authority

to enter into this Agreement; this Agreement has been duly executed and delivered by Energy and constitutes a valid and binding obligation of Energy; and the consummation of the transactions contemplated by and compliance by Energy with the terms and provisions of this Agreement will not violate any law, rule or regulation applicable to Energy or result in a breach of the terms and provisions of, or constitute a default under, any other agreement or undertaking binding upon Energy.

Section 5. Warranties, Covenants, Undertakings and Representations of GEDA.

GEDA hereby warrants, represents, covenants and undertakes as follows:

A. GEDA has all requisite legal power and authority to enter into this Agreement and to grant the license granted by it hereunder; this Agreement has been duly executed and delivered by GEDA and constitutes a valid and binding obligation of GEDA; and the consummation of the transactions contemplated by and compliance by GEDA with the terms and provisions of this Agreement will not violate any law, rule or regulation applicable to GEDA or result in a breach of the terms and provisions of, or constitute a default under, any other agreement or undertaking binding upon GEDA and in connection therewith GEDA has or shall forthwith obtain a release of all GEDA's obligations under the Agreement of Joint Venture, dated April 24, 1981, with Ocean Thermal Corporation, a Delaware corporation;

B. GEDA will cooperate fully with Energy in Energy's performance of its obligations hereunder and will provide whatever advice and assistance is reasonably requested by Energy in connection therewith, provided, however, that such cooperation shall not result in GEDA's incurring any unreasonable expenses;

C. GEDA will not, during the term of this Agreement, engage, directly or indirectly, in any activity concerning the planning, designing, financing, development, construction, ownership or leasing of any other ocean thermal energy conversion plant at the Cabras Tract.

D. If Energy shall determine that it is financially desirable, GEDA will, pursuant to its authority, or pursuant to the authority of any other appropriate agency or instrumentality of Guam, devote its best efforts to offer bonds to the public for the purpose of financing the construction of any portion of the OTEC Plant, and, if so determined by Energy, any activity preliminary thereto, in an amount determined by Energy as necessary and appropriate therefor, provided, however, that such bonds shall not constitute general obligations of the Territory or GEDA but shall constitute special obligations of GEDA secured solely by the OTEC plant and the revenues generated thereby;

E. GEDA will within sixty (60) days of the date GEDA obtains control of the Cabras Trace from the Territory, execute and deliver to Energy a lease covering the Cabras Tract at an annual rental of one dollar (\$1.00) and for a term that shall be

at least as long as the term of this Agreement;

F. GEDA will arrange for the Guam Power Authority (hereinafter called "GPA") to enter into an agreement, in form and substance satisfactory to Energy and GPA pursuant to which GPA shall agree to purchase from the OTEC Plant all electricity generated by the OTEC Plant and to pay for such electricity, whether or not GPA shall actually require such electricity, at a rate to be determined by GPA and Energy annually, such rate, however, to be not less than the greater of (i) 90% of the cost to GPA or an equivalent amount of electricity or electric generating capacity or both which, but for the purchase from the OTEC Plant, GPA would generate, purchase from another source, or, if necessary construct, additional generating capacity to generate (such cost to be determined in accordance with the Public Utility Regulatory Policies Act of 1978 and the regulations promulgated thereunder and hereinafter called the "Avoided Cost") and (ii) the Avoided Cost of electricity on Guam averaged over the twelve (12) months period beginning March 18, 1982 to March 1, 1982 and adjusted annually during the term of this Agreement in accordance with an appropriate inflation indicator to be agreed upon by GPA and Energy; and

G. GEDA will use its best efforts to obtain all necessary local approvals, permits, and agreements in connection with the financing, construction, ownership and operation of the OTEC Plant and will cooperate fully with Energy in the application for and obtaining of any other approvals or permits

necessary in connection with the financing, construction, ownership and operation of the OTEC Plant.

Section 6. Warranties, Covenants, Undertakings and Representations of the Territory.

The Territory hereby warrants, represents, covenants and undertakes as follows:

A. The Territory has all requisite legal power and authority to enter into this Agreement and to grant the license granted by it hereunder; this Agreement has been duly executed and delivered by the Territory and constitutes a valid and binding obligation of the Territory; and the consummation of the transactions contemplated by and compliance by the Territory with the terms and provisions of this Agreement will not violate any law, rule or regulation applicable to the Territory or result in a breach of the terms and provisions of, or constitute a default under, any other agreement or undertaking binding upon the Territory;

B. The Territory will cooperate fully with Energy in Energy's performance of its obligations hereunder and will provide whatever advice and assistance is reasonably requested by Energy in connection therewith, provided, however, that such cooperation shall not result in the Territory's incurring any expenses;

C. If the Cabras Tract is determined by Energy to be

unsuitable for the construction of the OTEC Plant, the Territory shall use its best efforts to make available a suitable alternative site on Guam for such construction;

D. The Territory will arrange for GPA to enter into an agreement referred to in Paragraph F of Section 5 hereof; and

G. The Territory will use its best efforts to obtain all necessary local approvals, permits, and agreements in connection with the financing, construction, ownership and operation of the OTEC Plant and will cooperate fully with Energy in the application for and obtaining of any other approvals or permits necessary in connection with the financing, construction, ownership and operation of the OTEC Plant.

Section 7. Assignment of Interest.

Energy shall be free to assign, convey or otherwise transfer all or any part of its interest in this Agreement with the consent of GEDA; provided, however, that such assignment, conveyance or transfer shall not operate as a novation or discharge the obligation of Energy hereunder.

Section 8. Limits of Agreement.

The relationship between the parties hereto shall be limited to the performance of their respective obligations necessary to carry out the purposes hereof. Nothing herein contained shall be construed to create a general partnership between the parties hereto, or to authorize either party to act as general agent for the other parties, or to permit any party

to bid for, make commitments on behalf of or to undertake any contracts for the other parties.

Section 9. Termination.

Anything herein to the contrary notwithstanding, this Agreement shall terminate at the election of Energy if, at any time, Energy shall have determined that the OTEC Plant shall not be sufficiently commercially attractive to make the obtaining of reasonable financing practicable.

Section 10. Modifications.

No change, modification, waiver or termination of this Agreement or of any provision hereof shall be valid or binding upon the parties hereto, unless such change, modification, waiver or termination shall be in writing signed by the party against which enforcement of the change, modification, waiver or termination is sought.

Section 11. Binding Effect.

This Agreement shall inure to the benefit or and be binding upon the parties hereto and their successors and assigns.


Section 12. Applicable Law.

This Agreement shall be subject to and shall be enforced and construed pursuant to the laws of the State of New York, except with respect to any conflicts of laws provisions that may result in the enforcement of the laws of other jurisdictions; provided, however, that if construction of the OTEC Plant shall commence pursuant to this Agreement, upon such

commencement this Agreement shall be subject to and shall be enforced and construed pursuant to the laws of the Territory of Guam.

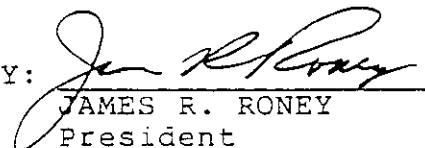
IN WITNESS WHEREOF, the parties have affixed their signatures on the date first above written.

APPROVED AS TO FORM:

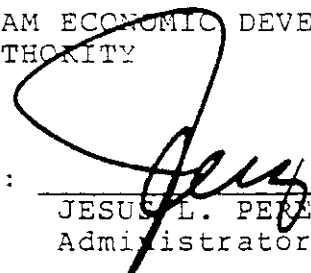
By: 
JACK AVERY, Attorney General

ATTEST:

INTERNATIONAL ENERGY
ENTERPRISES, INCORPORATED


BY: 
JAMES R. RONEY
President

GUAM ECONOMIC DEVELOPMENT
AUTHORITY

BY: 
JESUS L. PEREZ,
Administrator

ATTEST:

TERRITORY OF GUAM

BY: 
PAUL M. CALVO,
Governor of Guam

AMENDED LICENSE AGREEMENT

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

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

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

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

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

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the parties agree to modify and amend the License Agreement to read as follows:

1. License: The Government of Guam and GEDA grant to GRRP an exclusive right to develop, finance, design, construct and operate a waste reduction facility for the recycling and incineration of the solid waste collected within the Territory of Guam as provided herein.

2. Limited Right of Assignment: GRRP shall have the right, without the approval of GEDA or the Government of Guam, to establish such subsidiaries and affiliates to be owned exclusively by it, Enprotech Guam and/or GPI in order to fulfill its rights and responsibilities under this License. GRRP shall have the discretion to create such joint ventures, partnerships, corporations or combinations thereof, involving only the foregoing entities and their wholly owned subsidiaries and affiliates, in order to hold the rights and to fulfill the responsibilities of this License. GRRP may assign its rights and obligations hereunder to any of the above-mentioned companies, partnerships or joint ventures.

3. Prohibited Assignment: (a) Other than as set forth in Section 2, the License Agreement shall not be assigned without the express written consent of GEDA and the Government of Guam. The consent of GEDA and the Government of Guam may be withheld unless GRRP can establish to the satisfaction of GEDA and the Government of Guam that the proposed assignee has the ability, expertise or experience to fulfill the purposes of this License.

(b) There shall be no change in the identity of the stockholders of Enprotech Guam without GEDA's written consent. The MSW Agreement shall provide that Enprotech Guam shall at all times maintain a mutually agreeable minimum percentage interest or a minimum investment in GRRP.

4. Term: This Agreement shall terminate on the earlier of the date of execution and delivery of the MSW Agreement by all parties thereto or the 23rd anniversary of the date hereof.

5. Financial Obligations: GRRP, its partners or assignees, shall be solely responsible for financing the design, construction and operation of the Facility. Neither the Government of Guam nor GEDA shall have any financial obligation to pay for any part of the design, construction or operation of the Facility except as contemplated by the MSW Agreement or as otherwise agreed in writing.

6. Schedule of Development: GRRP, its partners or assignees, shall design, construct and operate the Facility in accordance with the following schedule:

a. Within 120 days of the date of this Agreement, or such longer period as the parties shall agree, GEDA and GRRP shall, in good faith, negotiate and enter into the MSW Agreement which shall provide mutually acceptable terms for the following, among others:

i. The terms and conditions on which GRRP shall finance the design, construction and operation of the Facility.

ii. The development of a program manual which outlines the preliminary specifications, projected plant performance, site layouts and general project descriptions.

iii. The guarantee of GRRP that the Facility shall be capable of processing specific and agreed upon quantities of solid waste, generating a specific amount of electricity compatible with GPA interconnection and generation requirements or other agreed upon energy forms for sale to others.

iv. The recovery of agreed upon recyclable material, as economically feasible.

v. The guarantee of a maximum quantity of residue with a specific content of combustible material.

vi. The commitment of the Government of Guam to deliver to the Facility not less than 75,000 tons of acceptable solid waste per year from the commencement of commercial operations of the Facility through the term of the MSW Agreement.

vii. The commitment of the Government of Guam to pay to GRRP a processing fee on a per ton basis for all solid waste delivered to the Facility and establishing a procedure for adjusting such fee, from time to time, to reflect certain changed costs.

viii. A detailed "Schedule of Progress" which shall establish a schedule for the completion of the various increments of the design, construction and operation of the Facility in a workmanlike and expeditious manner.

ix. Consistent with the understanding that GRRP is the owner of the Facility for tax purposes, the transfer of the Facility at the conclusion of the term of the MSW Agreement to the Government of Guam or its designee, in good order and repair, under terms to be mutually negotiated.

x. A deadline by which GRRP shall complete and file with all relevant regulatory agencies of the Territory of Guam and of the United States, any and all permit applications required for the design, construction and operation of the Facility.

xi. A term of 20 years following the commencement of the operation of the Facility but in no event more than 23 years from the date hereof.

xii. Termination of the MSW Agreement upon mutually agreed circumstances, including a schedule of payments or other mutually agreed method of determining amounts due on termination.

xiii. Any other provision necessary, in the reasonable judgment of the parties, to permit the construction and permanent financing of the Facility by independent financial institutions without recourse to any affiliate of GRRP, its partners, GEDA or the Government of Guam.

b. On or before the execution of the MSW Agreement, GEDA and GRRP shall enter into an agreement to provide GRRP with a mutually acceptable site of sufficient size for the design, construction and operation of the Facility for a mutually acceptable period. The parties understand that the Guam legislature may have to approve the use of any such site.

7. a. This Agreement may be terminated (i) with the written consent of GRRP and GEDA; (ii) by GRRP upon 60 days written notice to GEDA; (iii) by GEDA if GRRP shall, after 60 days written notice, fail to proceed diligently and in good faith to complete the negotiation and execution of the MSW Agreement or otherwise fail to cure a breach of this Agreement; or (iv) by GRRP if GEDA or the Government of Guam shall, after 60 days written notice, fail to proceed diligently and in good faith to complete the negotiation and execution of the MSW Agreement.

b. If this Agreement is terminated pursuant to Section 7(a)(iv), GEDA and the Government of Guam shall be liable, in accordance with the Government Claims Act (P.L. 17-29, as amended), for all damages, costs and expenses incurred in reliance upon this license, whether before or after its amendment. However, the recovery of damages shall not include those allegedly incurred by IEEI. If this Agreement is terminated for any other reason, no party shall be liable to any other party.

8. GRRP Warranties: GRRP hereby warrants, covenants and guarantees that it now has or shall obtain by subcontract or otherwise, the expertise necessary to carry out its obligations set forth herein. GRRP has the requisite legal power and authority to enter into this Agreement; has complied with all

internal corporate requirements for its execution and the same constitutes a valid and binding obligation upon it. The consummation of the transactions contemplated by this Agreement will violate no law, rule or regulation applicable to GRRP nor result in any default of any agreement or undertaking binding upon GRRP.

9. GEDA and the Government of Guam Warranties: The Government of Guam and GEDA hereby warrant, covenant and guarantee as follows:

a. GEDA and the Government of Guam shall provide such assistance as they are reasonably capable of providing to expedite and facilitate the performance of GRRP under this License. They shall use their best efforts to assist in the issuance of permits, easements, approvals and agreements from various agencies of the Territory of Guam and the United States.

b. The Government of Guam and GEDA have all the requisite legal power and authority to enter into this Agreement to grant the license extended hereunder; this Agreement has been fully executed and delivered by the Government of Guam and GEDA and constitutes a valid and binding obligation on each; the consummation of the transaction set forth herein and the compliance by the Government of Guam and GEDA with its terms and agreements shall not violate any law, rule or regulation applicable to either.

10. Avoidance of Partnership: Nothing set forth herein shall be construed to create a partnership or joint venture between the parties hereto. Neither party shall be deemed to be the general agent for the other or to permit the other to bid for or make commitments on behalf of or undertake any contracts binding upon the other.

11. Merger: No modification, change or waiver of this Agreement or any provision hereof shall be valid or binding on the parties unless it is agreed to in writing signed by the parties sought to be bound. This Agreement is a full and complete embodiment of the parties' oral agreements and understandings arrived at to date. All other agreements, understandings and contracts are waived and of no force and effect.

12. Guam Contract: This Agreement shall be governed by and construed in accordance with the laws of the Territory of Guam.

13. Repayment of GEDA Loan: In May of 1989, GPI and GEDA entered into an agreement providing for the stay of Superior Court of Guam Civil Case No. CV1001-88 and for the payment of money by GPI to GEDA which shall satisfy the previous and

existing indebtedness of IEEI to GEDA. That agreement is modified as follows:

a. GPI shall pay to GEDA upon the execution of this Agreement the sum of \$10,000.


b. Upon the issuance of a building permit by the Department of Public Works to GPI for the Facility or upon a termination of this Agreement pursuant to Section 7(a)(ii) or 7(a)(iii), GPI shall pay to GEDA the sum of \$255,000.


14. Release of IEEI: Nothing in this Amended License Agreement shall be deemed to be a release of GEDA's claims against IEEI for moneys loaned. Upon the receipt of the sum of \$255,000 from GPI, GEDA shall execute such full and complete releases of IEEI as GPI shall request, provided that IEEI release GEDA from any and all claims and liability arising in any way from or related to the original License Agreement. GPI represents that IEEI is aware of and agrees to the stay of the prosecution of GEDA's claims against it in Superior Court of Guam Civil Case No. 1001-88.

15. Condition of this Amendment: This Amendment is expressly made conditional upon the full and complete assignment of the 1982 License Agreement from IEEI to GPI, such that IEEI will have no interest in the License, either as originally drafted or as amended. In the event of the failure of IEEI to assign the License to GPI or that the License should revert to IEEI, then this Amendment shall be void and of no force and effect and IEEI shall only have those rights created by the original unamended License, subject to all of GEDA's defenses and claims, including the claim that the License is terminated and void. The License is being conditionally amended solely for the benefit of GRRP, its partners and assignees. Nothing set forth in this Amendment shall in any way be considered a waiver or forgiveness by GEDA or the Government of Guam of any previous


breach or non-performance by IEEI. GEDA reserves all of its rights against IEEI, unaffected by anything agreed to herein.

GUAM ECONOMIC DEVELOPMENT
AUTHORITY,

By 
CHARLES CRISOSTOMO,
Its Administrator


By 
ANTHONY LEON GUERRERO,
Its Chairman

GUAM POWER, INC.,

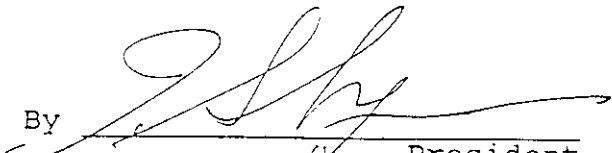
By 
WAGDY GUIRGUIS,
Its President

GUAM RESOURCE RECOVERY PARTNERS,

By GUAM POWER, INC.,
a General Partner

By 
WAGDY GUIRGUIS,
President

By ENPROTECH GUAM, INC.,
a General Partner

By 
Vice President

GOVERNMENT OF GUAM

By *Joseph F. Ada*
JOSEPH F. ADA,
Governor of Guam NOV 15 1990

APPROVED AS TO FORM:

MCCULLY, SWAVELY & LANNEN, P.C.
Attorneys for Guam Economic
Development Authority

By *Duncan G. McCully*
For: DUNCAN G. MCCULLY

ATTORNEY GENERAL

E. Barrett Anderson
Elizabeth Barrett Anderson

RECEIVED

NOV 15 1990

EM
ATTORNEY GENERAL'S OFFICE

AGREEMENT

AGREEMENT made this 11 day of MAY, 1989, between G-POWER, INC. (GPI), a Guam corporation, with a place of business at T.S. Tanaka Building, Suite 201, Agana, Guam 96910, and GUAM ECONOMIC DEVELOPMENT AUTHORITY, (GEDA), an autonomous agency of the Government of the Territory of Guam.

R E C I T A L S

A. On March 2, 1982, the Guam Economic Development Authority (GEDA) entered into a License Agreement with International Energy Enterprises, Inc. (IEEI) for the construction of a municipal solid waste combustion plant (License).

B. GEDA has notified IEEI that the License is void as a result of IEEI's failure to perform and other reasons. IEEI contests that conclusion and claims that GEDA and/or the Government of Guam breached the License resulting in substantial damage to IEEI.

C. On July 18, 1988, GPI entered into an Option Agreement to purchase the license from IEEI which must be exercised by June 8, 1989, unless extended by IEEI and GPI.

D. GEDA has filed a complaint in the Superior Court of Guam, Civil Case No. CV1001-88, GEDA vs. International Energy Enterprises, Inc., to recover the balance due under a promissory note made by IEEI on March 2, 1982. IEEI has not filed an answer to the complaint and GEDA may take a default judgment against IEEI in that suit.

E. At this time, GPI is exploring with GEDA the possibility of exercising its option with IEEI and fulfilling IEEI's responsibilities under the License upon GPI's exercise of the option.

However, both GPI and GEDA anticipate and require substantial modifications in the License in order to find it acceptable, including a waiver and release by IEEI of any of its claims against GEDA.

W I T N E S S E T H

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. GEDA shall not prosecute its claims against IEEI in Civil Case No. CV1001-88 and shall not apply for a default judgment in that case until after January 8, 1990. However, should IEEI take any action in that civil case, of any kind, GEDA shall be free to protect its claim as it deems necessary.

2. GPI shall use its best efforts to exercise its option with IEEI as soon as possible and GEDA and GPI shall commence negotiations in good faith to modify the license to their mutual satisfaction. One provision of the modification shall be that upon the exercise of the option IEEI shall release GEDA and the Government of Guam from any and all claims and GPI agrees to use its best efforts to obtain this release from IEEI.

3. As consideration for GEDA's forbearance in the above civil action, GPI shall pay GEDA \$10,000 upon the execution of this agreement, receipt of which is duly acknowledged.

4. In the event that GPI shall exercise its option to purchase the License it shall pay to GEDA the additional sum of \$265,000 within ten (10) days of its exercise of the option.

5. The payment of \$275,000 shall be in full satisfaction of all of GEDA's claims against IEEI and GEDA shall thereupon dismiss Civil Case No. CV1001-88.

6. In the event that GPI has not exercised its option, obtained IEEI's release of GEDA and paid to GEDA the remaining \$265,000 by January 8, 1990, then GEDA, at its sole option, may terminate this agreement and prosecute its claims against IEEI in Civil Case No. CV1001-88. In the event of GPI's default of this agreement or GPI's written decision to not exercise its option with IEEI, then GEDA shall also have the option to terminate this agreement and prosecute Civil Case No. 1001-88.


7. Time is of the essence in this agreement.

8. This agreement is the complete embodiment of all agreements and discussions between GEDA and GPI to date and all previous agreements and understandings are merged herein. Any modification or extension of this agreement must be in writing to be effective.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

G-POWER, INC.

Dated: 5/11/89

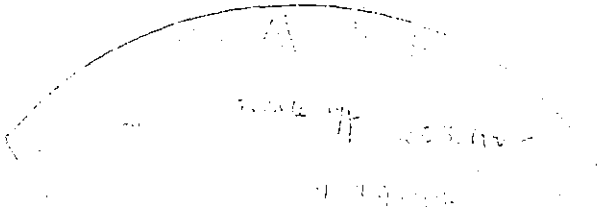
By 
WAGDY A. GURGUIS, Its Authorized Representative

GUAM ECONOMIC DEVELOPMENT AUTHORITY

Dated: 5/11/89

By 
CHARLES P. CRISOSTOMO, Its Acting Administrator

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TERM SHEET

FOR

MSW AGREEMENT FOR

GUAM WASTE-TO-ENERGY FACILITY

DECEMBER 30, 1994

The terms set forth below represent the understanding of Guam Resource Recovery Partners ("GRRP") the Government of Guam ("Guam"), with respect to the basic business issues to be incorporated in the Service Agreement to be entered into pursuant to the Amended License Agreement, dated 15 November 1990, between GRRP and Guam.

This term sheet shall not, by itself, constitute a binding agreement between the parties nor is it intended to be a comprehensive description of all the terms and conditions of the Service Agreement. Rather, it is the intent of GRRP and Guam that, immediately following the initialling of this Term Sheet, each party will negotiate in good faith and with due diligence a definitive Service Agreement, which will incorporate these business terms and such other terms as GRRP and Guam may agree and be executed by the parties within sixty days (60) after the date hereof. The parties expect to use the February 22, 1993 draft Solid Waste Disposal Agreement, Appendix E, as a general form for completing the negotiations.

1. Description of the Facility:

The design and performance of the Facility are outlined in the attached schedules under Appendix "A".

The Facility design and performance parameters are:

- a. A design/nameplate rating of 300 TPD.
- b. An annual throughput capacity of 93075 tons/year (85% availability) after the first contract year, based on a design HHV of 4900 BTU/lb.
- c. The best evidence of the composition and quantity of the solid waste on Guam is set forth on the GEPA report entitled "GEPA Solid Waste Study, 28-Dec-93" (19 pages) and attached as Appendix B. The quantity and composition of solid waste which may be recycled on Guam without adversely affecting the operation of the Facility is that set forth in the "Assessment of Financial Feasibility of Recycling" prepared by GEPA and attached as Appendix C. GRRP has determined that Guam's solid waste stream, after recycling as set forth on Appendix C, is adequate to finance and operate the Facility described in this

term sheet. Guam will agree that until coverage factors in excess of Facility capacity of 1.10 are produced, then it will not support or participate in recycling in excess of that identified in Appendix C. Before the execution of the Service Agreement, the Facility and Appendixes B and C will be reviewed by two LOC Banks for non-binding assurances of financeability. Subsequent failure to finance because of perceived inadequacies of Guam's wasteflow will cause the Service Agreement to terminate but the Amended License will continue.

d. The Contractor shall be Volund Ansaldo and may only be changed as provided in paragraph 22.

e. The Facility will comply with all Federal and Territorial regulations in effect or proposed as of the date of this Term Sheet, including those proposed by USEPA concerning emissions (scheduled to be effective in September of 1995). However, the compliance with the above proposed USEPA regulations shall be a change order resulting in an increase in the Construction Cost under paragraph 5 (Direct Costs). However, the maximum amount of the increase shall be \$4,000,000.00. Any other change to a Federal or Territorial regulation occurring after the date of this Term Sheet shall be an Uncontrollable Circumstance.

GRRP will provide certain guarantees and warranties regarding the Facility's availability, capacity, and energy efficiency, compliance with environmental standards, ash production, consumption of limestone and utility usage. The Facility will also be required to pass certain performance tests prior to acceptance.

The Facility site will include an area of at least 30,000 square feet for the construction of a Materials Recovery Facility ("MRF") to be built at Guam's discretion.

GRRP has the first right to design and construct the MRF at the site.

2. Construction Cost:

The base construction cost of the Facility (as described in the project manual attached as Appendix A) is \$49,090,909.00 as of July 1, 1994. The base price will be escalated from July 1, 1994 to the date notice to proceed is given at a rate calculated by multiplying an escalation factor determined at the notice to proceed date which shall be a number determined by dividing the applicable index at notice to proceed date by the same index for July 1, 1994 which result shall not in any case be less than 1.0. The indexes shall apply as follows: fifty percent (50%) of the July 1, 1994 construction cost will escalate in accordance with certain Guam construction indices to be agreed upon within the

Service agreement; twenty five percent (25%) of the July 1, 1994 construction cost escalated by the U.S. mainland Machinery and Equipment Index; and twenty five percent (25%) of the July 1, 1994 construction cost escalated by the U.S. mainland Labor Index. However, if notice to proceed is delayed as a result of GRRP's negligence, fault, a change in the Contractor, Operator or Guarantor, or failure to perform its obligations, there shall be no escalation of the construction cost during the period of such delay. Similarly, there shall be no escalation of the construction cost during the twelve (12) month period following scheduled financial closing where the parties attempt to achieve the Qualifying Service Fee (see paragraph 15 below).

Except as specifically provided in elsewhere in this term sheet, this construction cost is the guaranteed maximum all-in price for all engineering, procurement, and construction of the Facility. The construction Contractor shall be Volund Ansaldo and may only be changed as provided in paragraph 22.

Local sales, excise, or use taxes imposed by Guam are not included in the above construction cost and will be an additional amount to be financed, if paid. They will not, however, be included in the costs to be used in determining pursuant to paragraph 15 whether the estimated service fee exceeds the Qualifying Service Fee.

The construction cost above excludes the cost of acquiring the site, site development costs not provided for in the allowances provided GRRP schedule 9, Appendix A, dated January 23, 1993 (attached as Appendix D), the GPA interconnect cost, and off-site utility costs. The estimated cost of these additional items is Four Million Eight Hundred Thousand and 00/100 Dollars (\$4,800,000.00) [CHECK]. The treatment of these items for purpose of the "qualifying service fee" test is described in paragraph 15 below. Within sixty (60) days of notice of site control, GRRP will complete the work necessary to propose fixed prices for the additional items. Before the execution of the MSW Agreement, Guam will provide evidence of site control.

3. Development Fee:

The development fee is Three Million Eight Hundred Thousand and 00/100 Dollars (\$3,800,000.00), payable as follows: One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) (Phase I) at financial closing and the balance of Two Million Three Hundred Thousand and 00/100 Dollars (\$2,300,000.00) (Phase II) paid based upon achievement of development/design, milestones certified by GRRP and billed directly to the trustee, without cost substantiation. The payment of the Phase II development fee will be synchronized with the construction drawdown schedule. The development fee includes all costs incurred by and fees payable by GRRP in connection with the design, development, and construction

of the project, and there will be no further compensation for these items.

4. Direct Costs:

Change orders requested by Guam or required as a result of an Uncontrollable Circumstance shall be billed on a direct cost basis as determined in accordance with the definition in the February 22, 1993 draft of the Solid Waste Disposal Agreement, attached as Appendix "E".

The overhead will be determined by multiplying paragraph "a" of the Direct Costs definition by a factor of one (1.0). In the case of change orders due to Uncontrollable Circumstance, a profit factor of five percent (5%) shall be applied only to clause "a" of the definition. In the case of change orders requested by Guam, a profit factor of ten percent (10%) shall be applied to clause "a", five percent (5%) shall be applied to clauses "b" and "c". In both cases, the profit factor shall be applied to "d" except on materials and equipment purchased from the Operator or Contractor, in which case GRRP profit shall be zero percent (0%).

5. Equity:

The financing structure will provide for a minimum GRRP equity of five percent (5%) of the total financed cost with a twenty-two percent (22%) annual after tax return on the unamortized portion of the actual equity invested for the term of the Service Agreement. Equity will amortize fully over the term of the debt. GRRP will provide financing for 95% of financed costs through the issuance, through GEDA, of tax-exempt Private Activity Bonds payable by GRRP and secured by the various agreements between GRRP and Guam.

Guam shall be entitled to turn over the Facility at the end of the Service Agreement for a purchase price of One and 00/100 Dollar (\$1.00).

6. Scheduled Acceptance Date:

The scheduled acceptance date is nine hundred (900) days from the date notice to proceed is given. Notice to proceed will be given on financial closing date.

GRRP will earn an early construction bonus of fifty percent (50%) of the saved monthly interest during construction for each day of early completion. The bonus will be calculated on the actual saved interest.

7. Energy Efficiency Guarantee:

GRRP will guarantee that the Facility will generate 400 KW net per ton of acceptable waste processed with a design heating value of 4900 BTU/lb.

8. Energy Revenues:

Energy revenues derived from the processing of the guaranteed capacity (see item 10, below) is to be credited to Guam on the following basis:

a. One hundred percent (100%) of the initial base rate granted by GPA or achieved by petition of the GRRP from the Guam Public Utility Commission ("GPUC").

b. Fifty percent (50%) of revenues earned by any increase of the initial GPUC base rate which GRRP is able to obtain in any appeal from the GPUC proceedings.

In addition, Guam and GRRP will share equally (50/50) revenues earned on energy conversions rate greater than 400 KW per design ton (4900 BTU/lb.).

9. Guaranteed Availability; Guaranteed Capacity:

The guaranteed availability of the Facility is eight-five percent (85%) equivalent to 7446 hours per billing year beginning with the second contract year. The availability for the first year after acceptance of the Facility will be eighty percent (80%).

The guaranteed capacity of the Facility is 93,075 tons per year at a nominal process rate of 300 TPD for acceptable waste with a higher heating value 4900 BTU/lb.

The daily throughput is adjusted in accordance with the design capacity boiler as provided for in the Furnace Waste Capacity Diagram and Chart (Appendix F) for Acceptable Waste in the range of 3800 to 6000 BTU/lb. All other auxiliary equipment, including the air pollution control equipment shall be sized for processing Acceptable Waste in the range of 3800 to 6000 BTU/lb.

10. Other Performance Guarantees:

The Service Agreement will also contain guarantees with respect to the following matters as set forth in their entirety on Exhibit C attached:

- a. Emissions and environmental compliance;
- b. Quality and quantity of ash produced;
- c. Lime, urea, carbon and other emission controlling material consumption;

- d. Maximum Utility utilization; and
- e. Excess tonnage.

11. Excess Tonnage:

Insofar as the Facility processes acceptable waste in excess of the guaranteed tonnage (i.e., 93,075 tons/year), GRRP will be entitled to a \$15/ton fee for each ton processed in excess of the guaranteed tonnage. In addition to its fifty percent (50%) share of energy produced from such additional waste.

12. Landfill Charge:

GRRP will pay Guam a landfill charge for by-passed waste (i.e., the difference between the waste actually processed by the Facility in any year and the guaranteed capacity, other than as a result of an Uncontrollable Circumstance or the unavailability of acceptable waste). The landfill charge will be Guam's actual costs as determined by an independent outside accounting firm, plus a fixed charge of Seven and 50/100 Dollars (\$7.50) per ton.

13. Initial Operations and Maintenance Charge:

The Facility shall be operated and maintained by Volund Ansaldo. The operator may only be changed as provided in paragraph 22 below. The GRRP shall be entitled to replace the contractor for convenience or cause and the Government's consent shall not be unreasonably withheld.

The initial operations and maintenance charge for September 1992, is estimated to be Four Million Four Hundred Forty-One Thousand Two Hundred Fifty and 00/100 Dollars (\$4,441,250.00) subject to escalation in accordance with paragraph 14. The fixed component is Two Million Eight Hundred Thousand and 00/100 Dollars (\$2,800,000.00) which escalates in accordance with the "operating fee escalation schedule", including labor, machinery and chemicals indexed below. The administrative component equals Two Hundred Thousand and 00/100 Dollars (\$200,000.00) per annum which is fixed and shall not escalate. The balance represents a good faith estimate of "pass through" costs which are not guaranteed.

14. Escalation Indices for Operation and Maintenance Charge:

- a. The fixed component of the operation and maintenance charge will be escalated from September 1, 1992 by multiplying such fixed component by an escalation factor for billing year "n" equal to the number, which shall be the greater of 1.0 or the number.

The following escalation indices are applicable to the Base Operating Fee and the Excess Operating Fee:

0.50 times the Labor Index for billing year "n" divided by the Labor Index for September, 1992

plus 0.45 times the Machinery and Equipment Index for billing year "n" divided by the Machinery and Equipment Index for September 1992

plus 0.05 times the Chemicals Index for Billing Year "n" divided by the Chemical Index for September 1992.

. The indices to be used as the Labor Index, the Machinery and Equipment Index and the Chemical Index will be agreed in the Service Agreement.

15. Financing Costs:

All of the costs of developing, designing and constructing the Facility, including soft costs and legal, accounting and underwriting fees, will be financed through the combination of third party debt and GRRP equity discussed in paragraph 5. The parties contemplate that the third party debt will be tax exempt bonds issued by GEDA but with recourse solely to GRRP, the project and to the letter of credit issued by a financial institution obtained by GRRP and acceptable to Guam (whose acceptance will be in accordance with GRRP's financing schedule and not be unreasonably withheld). The bonds and the equity will fully amortize over the twenty (20) year term of the Service Agreement. It will be GRRP's responsibility to obtain the necessary financing on terms which will satisfy the Qualifying Service Fee test described below. GRRP will use its best efforts to obtain financing on terms which will achieve the lowest reasonably achievable Qualifying Service Fee. GRRP shall consult with Guam in connection with, and Guam shall have the right (but not the obligation) to participate in, obtaining financing for the Facility.

Guam will pay a service fee for the first 93,075 tons of acceptable waste delivered to the Facility each year equal to the sum of the capital charge (principal and interest payments on bonds outstanding at acceptance of the Facility and equity repayment) and the fixed, administrative, and "pass through" components of the operation and maintenance charge. (The fee for acceptable waste in excess of 93,075 tons per year is set forth in paragraph 11.)

A Qualifying Service Fee has been agreed to in the amount of \$167.09 per ton, as of the date of this term sheet. The Qualifying Service Fee was calculated using the model attached as Appendix G. (The parties agree that should, before the execution of the Service Agreement, Appendix G be shown to include incorrect assumptions or otherwise be in error, then it shall be modified by mutual agreement.) The Qualifying Service Fee is, and shall be,

calculated without including sales or excise taxes imposed by Guam, or the costs of interconnection facilities, site acquisition, off site utilities, or site development in excess of the amounts estimated in paragraph 2 above. At, or shortly before, the execution of the Service Fee Agreement, the Qualifying Service Fee shall be recalculated using an interest rate of 200 basis points above the prevailing rate for 20-year tax exempt revenue bonds issued by Guam. After the execution of the Service Fee Agreement, the Qualifying Service Fee shall be fixed and will only be increased if the escalation of the construction cost or the operations and maintenance charge is in excess of that used in the model or as the result of an Uncontrollable Circumstance.

From time to time prior to financial closing, GRRP and Guam will calculate an estimated service fee using the model attached as Appendix G and the best available current data of project costs, including currently known costs (e.g., the construction contract price, the development fee, and the fixed component of the operation and maintenance charge) and cost which may change or which are currently not know (e.g., bond interest rates, letter of credit fees and other financing terms, and consultants and underwriting fees). Guam's obligation to proceed further with the Service Agreement is conditioned on the estimated gross service fee (i.e., before reduction for estimated energy revenues and interest savings due to early completion) calculated on both the bond sale date and the financial closing date, but without including in the project cost for purposes of such calculation the costs of interconnection facilities, site acquisition, off-site utilities and site development costs in excess of the maximum allowance shown on Appendix D, being no greater than the qualifying service fee agreed to at execution of the Service Agreement by the Governor of Guam. (Even though excluded from the foregoing calculation, the costs of interconnection facilities, site acquisition, off-site utilities, site development costs in excess of the specified allowance, and all other construction or site related costs must be fixed prior to the bond sale date and financial closing.)

In the event that as of the bond sale date the estimated gross service fee exceeds the Qualifying Service Fee, and the cause is other than Guam fault or an Uncontrollable Circumstance, then Guam has no obligation to proceed and (1) GRRP has the option (but not the obligation) to reduce its fees or to provide alternative financing so as to achieve the Qualifying Service Fee, (2) Guam would not be required to go forward with financing (unless the pro forma initial tipping fee were reduced pursuant to clause (1) above), (3) the parties would use their best efforts during the twelve months following the scheduled financial closing date to achieve the Qualifying Service Fee, and (4) if, despite those efforts, financing calculated to achieve the Qualifying Service Fee cannot be achieved within twelve (12) months, the Service Agreement shall terminate but the Amended License shall continue, unless the failure to achieve the Qualifying Service Fee was attributable to

GRRP fault, any matter within the control of GRRP or the Contractor/Operator, relating to the design of the Facility, or the result of change of the Contractor, operator or guarantor, in which case it would terminate also. If as the result of an Uncontrollable Circumstance the financial closing does not occur within twelve (12) months of the scheduled financing closing date, then the Service Agreement shall terminate but the Amended License shall stay in effect.

The "best efforts obligation" described in (3) above shall be described in a side letter and would not include any modification of a material right or obligation under the Service Agreement. Both Guam and GRRP shall cooperate with an LOC Bank's reasonable request for a modification of the Facility or the Service Agreement; however, neither party shall be required to modify a material right or obligation. The requirement by an LOC Bank that GRRP increase its equity above five percent (5%) shall not cause the Qualifying Service Fee to be increased.

Once financial closing has occurred, the service fee payable by Guam will be based on the actual amounts of the capital charge, operation and maintenance cost, electrical energy revenues, and other items included in the calculation of the service fee; including any increase in costs which are Guam's responsibility under the Service Agreement, but excluding increases in costs which are GRRP's responsibility under the Service Agreement. However, without Guam's prior consent, the service fee shall not exceed the Qualifying Service Fee, except as a result of costs excluded from the qualifying service calculation as described above or increased costs due to Guam's request or fault or to Uncontrollable Circumstance.

16. Insurance:

The provisions for Insurance on the Facility have not been agreed to by the parties and, therefore, must be negotiated before the execution of the Service Agreement. The Qualifying Service Fee, paragraph 15, assumes a premium of \$ _____, which will be modified in the Service Agreement.

17. Permits:

GRRP shall be responsible for obtaining all necessary permits and approvals for the project, including preparations of all applications and any related environmental impact statements or assessments, design and engineering work, and studies. Guam will cooperate with GRRP and support all such permit applications and will use its best efforts (to be defined in the Service Agreement or a related side agreement) to assist GRRP in obtaining such permits (so long as the Facility design and permit applications are consistent with applicable laws and regulations, and agency procedures and practices). If GRRP is unable to obtain all

required permits and approvals by the schedule financial closing date, the Service Agreement and the Amended License will, at Guam's option, terminate with no fee or reimbursement being paid to GRRP, provided such failure to obtain permits and approval are not the result of Guam fault.

18. Events of Default:

The Service Agreement events of default by GRRP will be limited to material repeated failure to perform its Service Agreement obligations, failure to pass all performance tests and achieve acceptance of the Facility by the scheduled acceptance date (subject to the rights to extend the acceptance date and/or to buy down the performance guarantees described in Sections 7.14 through 7.17 of the February 22, 1993 draft of the Solid Waste Disposal Agreement), failure to meet certain minimum performance requirements [of 74460 tons per year and 80% availability] over an extended period of time, bankruptcy of GRRP or the Guarantor, and failure to commence cures within a reasonable period following notice; bankruptcy, project abandonment. Otherwise, once the Facility is accepted, failure to meet performance guarantees would result in monetary surcharges (e.g., bypassed waste charges, lime charges, payment of applicable fine, payment for lost energy revenue), but would not, by themselves, constitute an event of default or trigger forfeiture of the Facility (although failure to pay such monetary surcharges would be an event of default). If an event of default (as described above) occurs and is continuing, GRRP would be obligated to pay or defease any outstanding Facility debt. If the Service Agreement is terminated due to a GRRP default, GRRP shall turn the Facility over to Guam for no additional charge. However, GRRP shall have the right to operate the Facility for the remainder of the term of the Service Agreement.

19. Guarantor:

The Guarantor of GRRP's obligations shall be Volund Ansaldo. The terms and extent of the guaranty shall be set forth in the Service Agreement and shall include the guarantee of all of GRRP's obligations under the Service Agreement, including financial obligations and obligations relating to construction, operation, performance and termination. However, the guarantee shall not be effective until the financial closing date.

The Guarantor may only be changed as set forth in paragraph 22.

20. Financial Closing; Notice to Proceed; Legislative Approval:

The Service Fee Agreement, which shall include all terms set forth in this term sheet, shall be conditioned upon approval by the Legislature of Guam before March 15, 1995. If legislative approval

is not obtained by that date, GRRP and the Government shall use their best efforts to determine the reason for the non-approval and shall, in good faith, attempt to agree on modification to the Service Agreement which will result in legislative approval. In the event that legislative approval is not obtained before March 15, 1996, then at the option of either party the Service Agreement shall terminate and GRRP shall not be paid any fee or be reimbursed for any costs, but the Amended License shall continue. GRRP and Guam shall use their best efforts to obtain legislative approval; however, the best efforts of Guam will be defined in a side letter.

If legislative approval is obtained, the financial closing must occur ("scheduled financial closing date") and notice to proceed must be given to the contractor no later than seven hundred thirty (730) days after the date of legislative approval or as extended by an Uncontrollable Circumstance or Guam fault.

21. Term of Agreement:

The term of the agreement is twenty (20) years from the later of the acceptance date by Guam of the completed Facility or the Facility scheduled acceptance date.

22. Change of Contractor, Operator or Guarantor:

GRRP shall have the right to change the Contractor, Operator, or Guarantor subject to the approval of Guam, which shall not be unreasonably withheld. Guam shall not withhold its approval if the proposed Contractor, Operator, or Guarantor meets the following standards:

Contractor: Has designed and constructed facilities of similar complexity and value within three years proceeding the notice to proceed date and such facilities have been in successful operation for a period no less than eighteen months.


Operator: Is operating facilities of similar complexity and has successfully operated such waste processing facilities for a minimum of three years prior to the notice to proceed date.

Guarantor: Is of equal or better credit worthiness to Volund Ansaldo and is acceptable to an LOC bank without an increase in the fees charged for the LOC.

In the event such approval is requested, GRRP shall provide a full detailed and substantiated disclosure of the reasons for the change.

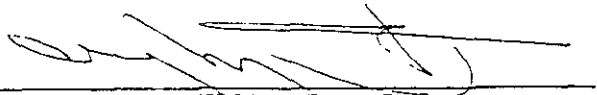
GOVERNMENT OF GUAM:

Dated: 12/30/94

By 
CHARLES P. CRISOSTOMO, Adminis-
trator of the Guam Economic
Development Authority

GUAM RESOURCE RECOVERY PARTNERS:

Dated: 12/30/94

By 
WAGDY GUIRGUIS, Its Duly
Authorized Representative

SIDE AGREEMENT RE. TERM SHEET FOR MSW AGREEMENT
FOR GUAM WASTE-TO-ENERGY FACILITY
December 30, 1994

This Side Agreement addresses the Term Sheet entered into between Guam Resource Recovery Partners and the Government of Guam on December 30, 1994 and concerns the facility design and performance description which is to be attached as Appendix "A".

At the time of the signing of the Term Sheet, Appendix "A" was not available although its form and content had been agreed to between the Government and GRRP. The parties have caused a copy of Appendix "A" to be delivered to Guam and should arrive within the next few days. Upon its arrival, representatives of the Government and GRRP shall confirm, in writing, that it is an accurate copy and it shall become Appendix "A" to the Term Sheet.

The Term Sheet is expressly conditioned upon Appendix "A" being confirmed and agreed to, without substantial modifications from previous agreements.

GOVERNMENT OF GUAM:

Dated: 12/30/94

By 

CHARLES P. CRISOSTOMO,
Administrator of the Guam
Economic Development Authority

GUAM RESOURCE RECOVERY PARTNERS:

Dated: 12/30/94

By 

WAGDY GUIRGUIS, Its Duly
Authorized Representative

NEED TO LOOK AT MAY '89 AGREEMENT BETWEEN GEDA AND GRRP

COMPARISON OF AMENDEDED LICENSE VS. TERM SHEET

1. LICENSE:
GEDA AND GOV GUAM GRAND GRRP EXCLUSIVE RIGHT TO DEVELOP, FINANCE, DESIGN, CONSTRUCT AND OPERATE A WASTE REDUCTION FACILITY FOR RECYCLING AND INCINERATION.

(NO CONFLICT WITH TERM SHEET)
2. LIMITED RIGHT OF ASSIGNMENT.
SITUATIONS WHICH ASSIGNMENT OF RIGHTS WHICH DO NOT NEED GEDA AND GOV GUAM APPROVAL.

(NO CONFLICT WITH TERM SHEET)
3. PROHIBITED ASSIGNMENT.
CONSENT OF GEDA AND GOV GUAM NEEDED.

(NO CONFLICT WITH TERM SHEET)
4. TERM:
23RD ANNIVERSARY OF DATE OF AGREEMENT OR EXECUTION AND DELIVERY OF MSW AGREEMENT.
5. FINANCIAL OBLIGATIONS:
GRRP, ITS PARTNERS OR ASSIGNEES, SHALL BE SOLELY RESPONSIBLE FOR FINANCING THE DESIGN, CONSTRUCTION AND OPERATION OF THE FACILITY. NEITHER THE GOV OF GUAM NOR GEDA SHALL HAVE ANY FINANCIAL OBLIGATION TO PAY FOR ANY PART OF THE DESIGN, CONSTRUCTION OR OPERATION OF THE FACILITY EXCEPT AS CONTEMPLATED BY THE MSW AGREEMENT OR AS OTHERWISE AGREED IN WRITING.
6. SCHEDULE OF DEVELOPMENT:
BIG PROBLEM WITH THE REQUIRED DELIVERY OF 75,000 TONS VS. 93,075 IN TERM SHEET. ALSO GUAM RESTRICTED TO EFFECT RECYCLING IF ACCEPTABLE WASTE NOT ACHIEVED SECTION 1 (C).
(see attached)
7. TERMINATION CLAUSES:
8. GRRP WARRANTIES:
GRRP HEREBY WARRANTS, COVENANTS AND GUARANTEES THAT IT NOW HAS OR SHALL OBTAIN BY SUBCONTRACT OR OTHERWISE, THE EXPERTISE NECESSARY TO CARRY OUT ITS OBLIGATIONS SET FORTH HEREIN. GRRP HAS THE REQUISITE LEGAL POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT; HAS COMPLIED WITH ALL THE INTERNAL CORPORATE REQUIREMENTS FOR ITS EXECUTION AND THE SAME CONSTITUTES A VALID AND BINDING OBLIGATION UPON IT. THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WILL VIOLATE NO

LAW, RULE OR REGULATION APPLICABLE TO GRRP NOR REPSUL IN ANY DEFAULT OF ANY AGREEMENT OR UNDERTAKING BINDING UPON GRRP.

9. GEDA AND GOV GUAM WARRANTIES:
 - A. GEDA AND GOV GUAM SHALL PROVIDE REASONABLE ASSISTANCE TO EXPEDITE AND FACILITATE THE GRRP'S PERFORMANCE UNDER THIS AGREEMENT. THEY SHALL USE BEST EFFORTS TO ASSIST IN THE ISSUANCE OF PERMITS, EASEMENTS, APPROVALS AND AGREEMENTS FROM VARIOUS AGENCIES OF THE TERRITORY AND THE U.S.
 - B. GEDA AND GOV GUAM ATTEST TO THEIR AUTHORITY TO ENTER INTO THIS AGREEMENT.
10. AVOIDANCE OF PARTNERSHIPS:
11. MERGER:
12. GUAM CONTRACT:
13. REPAYMENT OF GEDA LOAN:
AMENDMENT OF MAY '89 AGREEMENT (LOAN SUBSEQUENTLY WRITTEN OFF)
14. RELEASE OF IEEI:
15. CONDITION OF THIS AMENDMENT:

THE LAST THREE CLAUSES MAKE IT DIFFICULT FOR GEDA TO CONTINUE TO SHOW THAT THE TERRITORY'S BEST INTERESTS WERE PARAMOUNT IN DEALING WITH THIS MATTER.

DUNCAN'S LETTER OF 1-25-95 WHERE HE CONTENDS GEDA HAS A AFFIRMATIVE OBLIGATION TO CONTINUE TO NEGOTIATE A DETAILED SERVICE AGREEMENT CONFLICTS WITH HIS 9-28-94 LETTER REGARDING WRITING OFF THE IEEI LOAN. GRRP VIOLATED MAY '89 AGREEMENT TO PAY GEDA 265,000 "WITHIN TEN DAYS OF ITS EXERCISE OF THE OPTION". THIS IS A GLARING EXAMPLE OF THE CONCESSIONS CONTINUALLY MADE TO GRRP THROUGHOUT THIS PROCESS.

DUNCAN ALSO POINTS OUT THAT FOUR YEARS OF TALKS HAVE ONLY RESULTED IN TERM SHEET, A NON-BINDING, GRRP FAVORED, EXTENSION OF TIME. ORIGINALLY, MSW AGREEMENT WAS TO BE READY BY MARCH 15, 1991, IT HAS

TAKEN ALMOST FIVE (5) YEARS AND STILL THERE IS NO MSW AGREEMENT. HOW CAN GEDA JUSTIFY THIS TIME FRAME? THE NON COLLECTION OF THE 265,000 SUBSEQUENTLY WRITTEN OFF WHEN IT SHOULD HAVE BEEN COLLECTED PRIOR TO THE AMENDED LICENSE? DPW AND THEIR DIRECTION DIFFERING WITH GRRP, WHERE WAS GEDA IN THIS ALL? HOW CAN GEDA JUSTIFY NOT BEING ON TOP OF THE SIGNIFICANT CHANGES NOT RELAYED TO GRRP? GEDA IS REQUIRED BY THE AMENDED LICENSE TO BE THE LEAD AGENCY FOR THE WASTE TO ENERGY PROJECT, GEDA DID NOT ABIDE IN THIS REGARD.



GOVERNMENT OF GUAM
AGANA GUAM 96310

February 23, 1989

Memorandum (Opinion)

Ref: GEPA 88-1972

To: Administrator, Guam Environmental Protection Agency

From: Attorney General *ED*

Subject: Solid Waste Combustion Plant License Agreement

This office is in receipt of your memorandum dated November 22, 1988, in which you requested the following information.

REQUEST NO. 1: Is P.L. 16-124 applicable to the license agreement involving International Energy Enterprises, the Guam Economic Development Authority and the Government of Guam?

ANSWER: No.

REQUEST NO. 2: Does the license agreement continue to bind the Guam Economic Development Authority and the Government of Guam?

ANSWER: Yes.

REQUEST NO. 3: Does the license agreement provide exclusive rights to International Energy Enterprises for the construction of a solid waste combustion plant?

ANSWER: For all practical purposes, yes.

REQUEST NO. 4: In view of the option agreement between International Energy Enterprises and G-Power, does the Government of Guam and its agencies have the authority to initiate discussions with G-Power concerning the construction of a solid waste combustion plant?

ANSWER: Yes.

REQUEST NO. 5: If G-Power exercises its option agreement with International Energy Enterprises, would P.L. 16-124 be applicable to the subsequent assignment of the license agreement?

OPTION AGREEMENT	RECEIVED
THE	2/23/89
DATE	2/23/89

ANSWER: No.

STATEMENT OF FACTS:

On March 2, 1982, the Government of Guam (the Government) and the Guam Economic Development Authority (GEDA) granted a license to International Energy Enterprises (IEE) to finance, construct, own and operate a plant for the combustion of solid waste collected on Guam, with the understanding that the Guam Power Authority would purchase all electricity generated by the Solid Waste Combustion Plant (the Plant).

The term of the license agreement (the License) was for three one-year renewable periods, provided that during each year IEE made substantial progress toward achieving the purposes of the License. At the expiration of the third one-year period, the License was to be renewed for an additional twenty-year period, again assuming that IEE was making substantial progress toward achieving the purposes of the License. On March 2, 1989, the license will begin the fifth year of the twenty-year renewal period.

Section 5 of the License provides that:

Energy (IEE) shall be free to assign, convey or otherwise transfer all or any part of its interest in this Agreement without the consent of the Territory or GEDA; provided, however, that such assignment, conveyance or transfer shall not operate as a novation or discharge of the obligations of Energy hereunder.

Pursuant to Section 5 of the License, IEE on July 2, 1988, granted G-Power, Inc., a twelve-month option to acquire IEE's License with GEDA and the Government. If the option is exercised, G-Power or its designee will then design, construct, finance, own and operate the Plant.

The Administrator of the Guam Environmental Protection Agency (GEPA) has recommended to the Governor that the Government should pursue and expedite the construction of a Plant pursuant to the terms of the License. G-Power recently has coordinated a similar project for the city/county of Honolulu; thus, G-Power has demonstrated capabilities not only in the design and construction of such a facility, but also has expressed its willingness to secure independent financing for this project.

GEPA's Administrator, assuming that G-Power will exercise its option with IEE, would like to initiate discussions with G-Power concerning their construction of a Plant; however, before doing so, he has a number of questions that he would like this office to answer concerning the License and G-Power's option.

DISCUSSION:

With regard to your first and fifth requests, Guam's Procurement Code (GPC) was enacted into law by P.L. 16-124, and consists of Government Code (GC) Sections 6950-6982.1. Pursuant to GC Section 6950.8, the effective date of the GPC was October 1, 1983. GC Section 6950.3(a) limited the applicability of the GPC as follows:

This Title [GPC] applies only to contracts solicited or entered into after the effective date of this Title unless the parties agree to its application in a contract solicited or entered into prior to the effective date.

The License, which was signed on March 2, 1982, was entered into prior to the effective date of the GPC, and the parties never agreed to its retroactive application; thus, the provisions of the GPC are not applicable to the License. Furthermore, Section 5 of the License provides that IEE can assign all or any part of its interest in the License to another party. Since Section 5 was a part of the original License, which was not subject to the GPC, any subsequent assignment of the License by IEE to G-Power, or any other party, would not be subject to the provisions of the GPC.

As to your second request, Section 2 of the License specifies its term. As discussed in the Statement of Facts, the current License will soon be starting the fifth year of a twenty-year renewal period; thus, the License is still in effect and continues to bind the Government and GZDA.

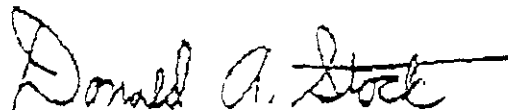
With regard to your third request, the License does not provide specifically that IEE has the exclusive right to build a Plant; rather, IEE is to arrange for the financing, construction and operation of a Plant. As a practical matter, the License is exclusive because of the projected size of the Plant that is to be built. It is contemplated that the Plant will generate 5 megawatts of electricity requiring, at a minimum, 200-250 tons of solid waste per day. A Plant of this size easily should be able to use all of the solid waste that Guam will produce over the remaining life of the License. Thus, it is contemplated that only one Plant will need to be built, and the License grants that right to IEE.

In answer to your fourth request, the option does not preclude the Government and its agencies from initiating discussions with G-Power concerning the construction of a Plant. If G-Power does exercise its option, it will be responsible for designing, constructing, financing, owning and operating a Plant in accordance with the terms of the original License. Any dialogue

between G-Power and the Government should aid G-Power in determining whether or not it will be feasible for them to exercise their option. Of course, until G-Power exercises its option, the Government and GEPA are committed to the terms of the original License with IEE.

This memorandum is issued as an opinion of the Attorney General. For a faster response to any inquiry about this memorandum, please use the reference number shown.

OFFICE OF THE ATTORNEY GENERAL



By:

DONALD A. STOCK
Assistant Attorney General

cc: Administrator, Guam Economic
Development Authority

003DAS/vsm



Calvin E. Holloway, Sr.
Attorney General

Office of the Attorney General
Territory of Guam

Phone: (671) 475-3224
Telefax: (671) 472-2483

Guo F. Diaz
Chief Deputy Attorney General

October 18, 1995

The Honorable Joanne Brown
Senator
23rd Guam Legislature
130 Aspinall Street
Suite 200
Agana, Guam 96910

Re: License Agreement and Term Sheet for Municipal Solid Waste Agreement
Ref: LEG 95-0687

Dear Senator Brown:

Hafa Adai!

This office is in receipt of your memorandum dated May 23, 1995. First, let me humbly apologize for the delay in responding to your request. Frankly, I am dismayed. I am committed to improving our quality of service. Unfortunately, this untimely response points out we have a lot to work ahead of us. You requested information on the following:

REQUEST NO. 1: Is the government of Guam bound by the terms set forth in a term sheet for the MSW Agreement?

ANSWER: Yes, as to those terms consistent with the provisions specifically set forth in the original license and subsequent amended license agreement. See discussion.

REQUEST NO. 2: Did GEDA have to go through the procurement process before granting this license?



Commonwealth Now!

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Page 2

ANSWER: No.

STATEMENT OF FACTS:

Around March of 1982 the Guam Economic Development Authority (GEDA) authorized a loan to International Energy Enterprises, Inc. (IEE). As part of the loan, GEDA and the Government of Guam granted IEE a license to finance, construct, own and operate a plant to incinerate municipal solid waste collected on Guam and to generate electricity for sale to the Guam Power Authority.

IEE defaulted on the loan and GEDA proceeded with liquidation. IEE assigned its interests in the license agreement to Guam Power Inc. (GPI) and GPI agreed to answer for the debt or default of IEE. GPI subsequently joint ventured with Enprotech Guam, Inc. to form Guam Resources Recovery Partners (GRRP). The license was amended granting an exclusive right for GRRP to develop, finance, design, construct and operate a waste reduction facility for the recycling and incineration of the solid waste collected within the territory of Guam.

The amended license agreement is between GPI, GRRP, GEDA, and the Government of Guam. All required signatures were present, including GEDA's Chairman, GEDA's Administrator, the President of GPI, representatives for GRRP, the Attorney General and the Governor of Guam.

The term sheet for the Municipal Solid Waste (MSW) Agreement states that it is between GRRP and the Government of Guam. This document contains the signature of the GEDA Administrator and a representative from GRRP. At the time of this writing, GEDA could not provide this office with documentation that the GEDA Board had made a resolution for the Administrator to sign on the Board's behalf.

Your first inquiry is whether the government of Guam is bound by the terms set forth in the term sheet for the MSW Agreement. Also, a second inquiry is whether GEDA should have gone through the procurement process before granting this license.

DISCUSSION OF REQUEST NO. 1:

GEDA was created as a public corporation in 12 Guam Code Ann. §2101. While GEDA does not receive its general support from the General Fund, certain of its projects or

programs are funded from it. In addition, GEDA is exempted from the Central Accounting Act under 5 Guam Code Ann. §22205. GEDA is given broad authority to contract in its own name to further the purposes of the Authority.

The immediate question is whether a "term sheet" signed by GEDA and a private party involved can bind the Government of Guam. The court in Guam Fed'n of Teachers Local No. 1581 v. Bordallo, No. 76-013A (D. Guam App. Div. 1979), held that an agreement not signed by the Governor or the Director of Education represents an ultra vires agreement between the negotiators which cannot bind the government. To do so would strip the government of its power to supervise and control these negotiations.

While it may be proper for GEDA and private parties to make preliminary agreements which will guide their discussions, these agreements cannot bind the Governor and the Government of Guam absent their assent. This argument is strengthened by the fact that the legislature, in 12 GCA §2103 and elsewhere, required their assent to the sale of any bonds by GEDA and to its acquisition of government property.

As stated earlier the original license and subsequent amended license agreement were signed by the Attorney General and the Governor of Guam. Therefore the government is bound as to those terms in the "term sheet" in the MSW Agreement that are consistent with the provisions specifically set forth in the original license and subsequent amended licenses. In addition, as to those aspects where legislative assent is required, approval would have to be obtained from the Legislature.

DISCUSSION OF REQUEST NO. 2:

In 12 GCA § 2104(k) GEDA has the power to construct, equip, operate and maintain buildings, works, factories, plants, farms, fisheries and other facilities, including all equipment, supplies and machinery incident thereto, but GEDA must do this in accordance with the procurement laws in Title VII-A (Guam Procurement Act, Pub. L. 16-124, effective October 1, 1983, (codified as amended at 5 GCA §5001-5877)). This requirement is also placed on GEDA when acquiring tangible personal property. §2104(u).

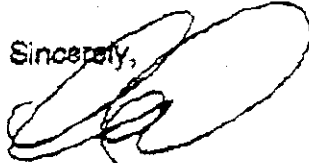
However, there appears to be no prohibition on the grant of these licenses. Whatever rights and duties were created, were derived from the 1982 license agreement. In this agreement, IEEI had the freedom to assign, convey or otherwise transfer all or any part

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Page 4

of its interest in the license agreement without the consent of the territory or GEDA. In this instance, [EE] assigned its interests to GPI. Therefore, there was no violation of the procurement process.

Dangko Na Agradasimento - Thank You Very Much!

Sincerely,



CALVIN E. HOLLOWAY, SR.
Attorney General

9508711.LEG
ETC:sm

TWENTY-FOURTH GUAM LEGISLATURE

1998 (SECOND) Regular Session

Date: 3/25/98

VOTING SHEET

Bill No. 520

Resolution No. _____

Question: _____

NAME	YEAS	NAYS	NOT VOTING/ ABSTAINED	ABSENT/ OUT DURING ROLL CALL
ADA, Thomas C.	✓			
AGUON, Frank B., Jr.	✓			
BARRETT-ANDERSON, Elizabeth				✓
BLAZ, Anthony C.	✓			
BROWN, Joanne M. S.	✓			
CAMACHO, Felix P.	✓			
CAMACHO, Francisco P.		✓		
CHARFAUROS, Mark C.	✓			
CRUZ, Edwardo J.	✓			
FLORES, William B.S.M.	✓	✓		
FORBES, Mark	✓			
KASPERBAUER, Lawrence F.	✓			
LAMORENA, Alberto C., V	✓			
LEON GUERRERO, Carlotta A.		✓		
LEON GUERRERO, Lou	✓			
PANGELINAN, Vicente C.	✓			
SALAS, John C.	✓			
SANTOS, Angel L.G.	✓			
SANTOS, Francis E.	✓			
UNPINGCO, Antonio R.	✓			
WON PAT-BORJA, Judith	✓			

TOTAL

17 3 _____ 1

CERTIFIED TRUE AND CORRECT:

★ 3 _____

Clerk of the Legislature



Office of the Speaker

Senator **Antonio R. Unpingco**

155 Hesler Street, Agana, Guam 96910

Speaker

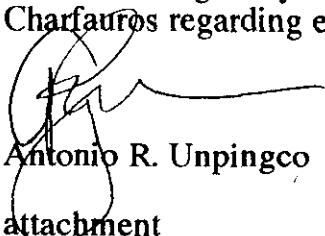
Phones : (671) 472- 3455 / 56 / 57 • Fax : (671) 472-3400

February 26, 1998

Memorandum

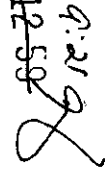
To: Legislative Secretary
From: Speaker
Subject: Communications

I am referring to you communications received by my office from Sen. Mark C. Charfauros regarding emergency declaration for Session to address P.L. 24-139.


Antonio R. Unpingco

attachment

crd

RECEIVED
98 FEB 26 AM 12:59


10/16/98

I MINA' BENTE KUATTRO NA LIHESLATURAN GUAHAN

1998 (SECOND) Regular Session

Date: 10/2/98

VOTING SHEET

Bill No. 522

Resolution No. _____

Question: _____

NAME	YEAS	NAYS	NOT VOTING/ ABSTAINED	ABSENT/ OUT DURING ROLL CALL
ADA, Thomas C.	✓			
AGUON, Frank B., Jr.		✓		
BARRETT-ANDERSON, Elizabeth				
BLAZ, Anthony C.	✓			
BROWN, Joanne M. S.	✓			
CAMACHO, Felix P.	✓			
CAMACHO, Francisco P.		✓		
CHARFAUROS, Mark C.	✓			
CRUZ, Edwardo J.	✓			
FLORES, William B.S.M.		✓		
FORBES, Mark	✓			
KASPERBAUER, Lawrence F.	✓			
LAMORENA, Alberto C., V	✓			
LEON GUERRERO, Carlotta A.	✓			
LEON GUERRERO, Lou	✓			
PANGELINAN, Vicente C.	✓			
SALAS, John C.	✓			
SANTOS, Angel L.G.	✓			
SANTOS, Francis E.	✓			
UNPINGCO, Antonio R.	✓			
WON PAT, Judith T.	✓			

TOTAL

17 3

CERTIFIED TRUE AND CORRECT:

Clerk of the Legislature

I MINA' BENTL KUATTRO NA LIHESLATURAN GUAHAN

1998 (SECOND) Regular Session

Date: 7/3/98

VOTING SHEET

Voted
Bill No. 570

Resolution No. _____

Question: _____

NAME	YEAS	NAYS	NOT VOTING/ ABSTAINED	ABSENT/ OUT DURING ROLL CALL
ADA, Thomas C.	✓			
AGUON, Frank B., Jr.		✓		
BARRETT-ANDERSON, Elizabeth	✓	✓	✓	✓
BLAZ, Anthony C.	✓	✓		
BROWN, Joanne M. S.	✓			
CAMACHO, Felix P.	✓			
CAMACHO, Francisco P.		✓		
CHARFAUROS, Mark C.	✓			
CRUZ, Edwardo J.		✓		
FLORES, William B.S.M.		✓		
FORBES, Mark	✓			
KASPERBAUER, Lawrence F.	✓			
LAMORENA, Alberto C., V	✓			
LEON GUERRERO, Carlotta A.		✓		
LEON GUERRERO, Lou	✓			
PANGELINAN, Vicente C.	✓			
SALAS, John C.		✓		
SANTOS, Angel L.G.	✓			
SANTOS, Francis E.	✓			
UNPINGCO, Antonio R.	✓			
WON PAT-BORJA, Judith	✓			

TOTAL

13 - 7 - _____

CERTIFIED TRUE AND CORRECT:

Clerk of the Legislature