

ORIGINAL

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UNITED STATES DISTRICT COURT
TERRITORY OF GUAM

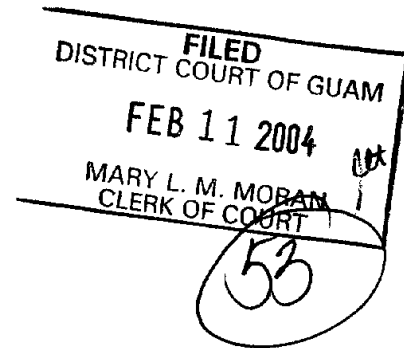
UNITED STATES OF AMERICA,
Plaintiff,

v.

GOVERNMENT OF GUAM,
Defendant.

CIVIL CASE NO. 02-00022

CONSENT DECREE



1 **WHEREAS**, Plaintiff United States of America, on behalf of the United States
2 Environmental Protection Agency ("U.S. EPA"), filed a civil lawsuit against the Government of
3 Guam;

4 **WHEREAS**, the Government of Guam owns and operates a solid waste disposal
5 facility in the Village of Ordot, hereinafter referred to as the "Ordot Dump;"

6 **WHEREAS**, the operation of the Ordot Dump is subject to, among other things,
7 the provisions of the Clean Water Act, 33 U.S.C. §§ 1251-1387;

8 **WHEREAS**, 33 U.S.C. § 1311(a) makes it unlawful to discharge pollutants from
9 a point source to waters of the United States, except as authorized by a permit issued pursuant to
10 33 U.S.C. § 1342;

11 **WHEREAS**, in the Complaint, the United States alleges that discharges from the
12 Ordot Dump into the Lonfit River constitute discharges of pollutants into a water of the United
13 States and that such discharges are not authorized by a permit issued pursuant to 33 U.S.C.
14 § 1342;

15 **WHEREAS**, pursuant to the authority in 33 U.S.C. § 1319, on July 24, 1990,
16 U.S. EPA issued an administrative order to the Government of Guam Department of Public
17 Works ("DPW") requiring the cessation of discharges in accordance with a plan and schedule to
18 be submitted to and approved by U.S. EPA;

19 **WHEREAS**, pursuant to the authority in 33 U.S.C. § 1318(a), on September 19,
20 1997, U.S. EPA requested DPW to obtain and submit to U.S. EPA certain data and information
21 on the discharges from the Ordot Dump and the receiving water in accordance with specified
22 deadlines;

23 **WHEREAS**, in the Complaint, the United States alleges that the Government of
24 Guam did not comply with the terms and conditions of the administrative order and the request
25 for information;

26 **WHEREAS**, Guam law, at 10 G.C.A. § 51118, provides for a financing source
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1 from tipping and user fees for the Government of Guam costs and expenses directly related to the
2 closure of Ordot Dump and the development, design, construction, and operation of a new
3 sanitary landfill;

4 **WHEREAS**, the parties agree that settlement of the civil judicial claims as
5 alleged in the Complaint is in the public interest and that entry of this Consent Decree without
6 further litigation is the most appropriate way to resolve this action and avoid protracted litigation;

7 **THEREFORE**, based on the pleadings, before taking testimony or adjudicating
8 any issue of fact or law, and without any finding or admission of liability against or by the
9 Government of Guam;

10 **IT IS ORDERED, ADJUDGED, AND DECREED as follows:**

11 **I. JURISDICTION**

12 1. This Court has jurisdiction over the subject matter of this action and over the
13 parties pursuant to 33 U.S.C. § 1319(b) and (d) and 28 U.S.C. §§ 1331, 1345, and 1355. Venue
14 is proper in this Court pursuant to 28 U.S.C. §§ 1391(b) and 1395(a) and 33 U.S.C. § 1319(b).

15 **II. PARTIES BOUND**

16 2. This Consent Decree shall apply and be binding upon the Government of Guam
17 and its boards, directors, agencies, authorities, departments (including and not limited to DPW
18 and the Guam Environmental Protection Agency ("GEPA")), and their successors and assigns,
19 and on the United States on behalf of U.S. EPA.

20 3. The Government of Guam shall give written notice of this Consent Decree to any
21 successor in interest prior to the transfer of any ownership interest or right to operate the Ordot
22 Dump. The Government of Guam shall send a copy of such notification to U.S. EPA prior to
23 such sale or transfer. Upon sale or transfer of the Ordot Dump, the Government of Guam shall
24 attach a copy of this Consent Decree to the agreement which effects the sale or transfer and shall
25 make performance of the obligations of the Government of Guam under this Consent Decree an
26 obligation of the purchaser or transferee. Transfer of ownership of the Ordot Dump will not
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relieve the Government of Guam from the obligations of this Consent Decree.

4. Within TEN (10) days from the entry of this Consent Decree and as appropriate thereafter, the Government of Guam shall provide copies of this Consent Decree, accompanied by a summary explanation of its terms, to all persons who are bound by this Consent Decree as specified in Paragraph 2 or who are in a position to ensure or affect compliance with this Consent Decree, including notice to any successors in interest to property governed by this Consent Decree prior to the transfer of said property. The Government of Guam shall provide a copy of this Consent Decree to any contractor or consultant retained to perform any activity required by this Consent Decree. No later than TEN (10) days after any such notice, the Government of Guam shall provide U.S. EPA with a copy of its summary explanation and a list of the names, titles, and addresses of all recipients.

III. CIVIL PENALTY

5. The Government of Guam shall pay a civil penalty of \$200,000 to the United States in accordance with Paragraph 6 below.

6. Payments shall be made by wire transfers payable to the United States Department of Justice in accordance with the FEDWIRE Electronic Funds Transfer instructions (forms attached as Appendix A) at the following times:

- Thirty days after the effective date in the amount of \$25,000;
- One (1) year after the effective date in the amount of \$50,000;
- Two (2) years after the effective date in the amount of \$50,000; and
- Three (3) years after the effective date in the amount of \$75,000.

IV. COMPLIANCE

7. The Government of Guam shall correct all compliance problems that form the basis for the Complaint filed in this action by undertaking the actions identified below within the specified times. Unless otherwise specified, the times given in days refer to calendar days from the date of entry of this Consent Decree. U.S. EPA may, at its discretion, review documents

1 submitted by the Government of Guam concerning operation and closure of Ordot Dump and the
2 construction or operation of the new Municipal Solid Waste Landfill ("MSWLF"). In the event
3 that U.S. EPA provides written comments, the Government of Guam must respond in writing
4 within 30 days and incorporate such comments into the document. Representatives of the Parties
5 shall make themselves readily available during and after the comment period to informally
6 discuss questions and comments on any documents.

7 a. For purposes of this Consent Decree, (i) "Ordot Dump" shall refer to Ordot Dump
8 in its current configuration and current boundaries as depicted in Appendix B; and (ii) the new
9 Municipal Solid Waste Landfill or "MSWLF" shall include the option of constructing and
10 operating new cells at a location adjacent to the Ordot Dump location.

11 8. Closure of Ordot Dump and Cessation of Discharge of Pollutants from Ordot
12 Dump into Waters of the United States.

13 a. Within 300 days (approximately 10 months), DPW shall:

14 i. Submit a Draft Closure Plan to U.S. EPA that shall include, but not be
15 limited to:

- 16 - Site investigation, survey & mapping.
- 17 - Environmental baseline survey.
- 18 - 40% (conceptual) design of the dump cover system including methods and
19 procedures to be used to install the cover system and operational plans to
20 implement measures to cease discharge of pollutants into waters of the
21 United States.
- 22 - 40% (conceptual) design of perimeter surface water diversion system.
- 23 - Other measures necessary to comply with Government of Guam
24 regulations regarding closure of municipal solid waste landfills (22
25 G.A.R. § 23601).

26 ii. Submit a permit application to GEPA pursuant to Government of Guam
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regulations (22 G.A.R. § 23104) for the disposal of municipal solid waste at Ordot Dump until such time as the facility is closed and no longer accepts municipal solid waste for disposal. DPW shall provide a copy of this permit application to U.S. EPA at the time of submission.

b. Within 450 days (approximately 15 months), DPW shall:

i. Submit to U.S. EPA a 90% Draft Final Closure Plan that shall include, but not be limited to:

- 100% design of the dump cover system including methods and procedures to be used to install the cover system and operational plans to implement measures to cease discharge of pollutants into water of the United States.
- 100% design of the perimeter surface water diversion system.
- 100% post-closure care and monitoring plan.
- 40% Draft Specifications (including a Construction Management Plan) that describes the quality assurance measures necessary to ensure that the final dump closure system meets the design specifications.
- Other measures necessary to comply with Government of Guam regulations regarding closure of municipal solid waste landfills (22 G.A.R. § 23601).

ii. Submit to U.S. EPA and GEPA a draft final plan and a schedule to implement post-closure requirements.

iii. Submit to U.S. EPA a supplement to its original permit application to GEPA that includes complete information about closure plans, in compliance with Government of Guam Regulations (22 G.A.R. § 23104).

c. Within 570 days (approximately 19 months), DPW shall:

i. Submit to U.S. EPA a Final Closure Plan that shall include, but not be limited to:

- 100% design of the dump cover system including methods and procedures to be used to install the cover system and operational plans to implement measures to cease discharge of pollutants into waters of the United States.
 - 100% design of the perimeter surface water diversion system.
 - Final Specifications (including a Construction Management Plan) that describes the quality assurance measures necessary to ensure that the final dump closure system meets the design specifications.
 - Other measures necessary to comply with Government of Guam regulations regarding closure of municipal solid waste landfills (22 G.A.R. § 23601).
- ii. Submit to GEPA a final plan and schedule to implement post-closure requirements, in accordance with Government of Guam requirements. A copy shall be provided to U.S. EPA at the same time.
- iii. Submit to GEPA, U.S. EPA, and U.S. Army Corps of Engineers a 90% Draft Wetland Mitigation Plan for closure of Ordot Dump. An approved Wetland Mitigation Plan, including a viable financial plan, shall be required before the issuance of any closure construction permits.
- d. Within 570 days (approximately 19 months), GEPA shall notify DPW and U.S. EPA of the adequacy of the solid waste permit application filed pursuant to Paragraph 8(a)(ii) and 8(b)(iii) above in accordance with Government of Guam regulations (22 G.A.R. § 23104(c)(2)).
- e. Within 660 days (approximately 22 months), GEPA shall issue or deny a solid waste permit for the continued operation of Ordot Dump for a period not to extend beyond 1,350 days (approximately 45 months) after the entry of this Consent Decree and for the closure of Ordot Dump and provide a copy of the permit, including any conditions, or the denial to U.S. EPA.

1 f. Within 700 days (approximately 23 months), DPW shall advertise for bids to
2 construct Ordot closure plans and specifications.

3 g. Within 800 days (approximately 27 months), DPW shall award a construction
4 contract for Ordot Dump closure and provide a notice to proceed to the selected
5 contractor and submit evidence of such award and notice to U.S. EPA.

6 h. Within 1,350 days (approximately 45 months), DPW shall complete closure of
7 Ordot Dump, begin implementation of the post-closure plan in accordance with
8 Government of Guam requirements, and submit a certification to U.S. EPA that
9 the Ordot Dump no longer receives municipal solid waste for disposal.

10 i. Within 1,350 days (approximately 45 months), DPW shall cease all discharges to
11 waters of the United States and submit a certification to U.S. EPA that discharges
12 to waters of the United States from the Ordot Dump have ceased.

13 9. Construction and Operation of New Municipal Solid Waste Landfill ("MSWLF").

14 a. Within 30 days, DPW shall submit a list of at least three potential landfill sites to
15 U.S. EPA and GEPA. Within 300 days (approximately 10 months), DPW shall complete
16 an Environmental Impact Statement ("EIS") that includes a detailed analysis and
17 comparison of at least three potential landfill sites for the MSWLF and identifies DPW's
18 preferred alternative for the MSWLF. DPW shall provide U.S. EPA and GEPA with a
19 copy of the draft and final EIS within 10 days after completion of the draft and final EIS.

20 b. If U.S. EPA does not agree with DPW's preferred alternative, the parties shall use
21 their best efforts to come to an agreement regarding the location of the new MSWLF
22 within 90 days after completion of the final EIS. If the parties are unable to agree on a
23 location, the Government of Guam shall file a motion within 110 days after completion of
24 the final EIS, submitting the disputed matter to the Court for resolution. The Government
25 of Guam's motion shall request oral argument and shall be set for hearing not less than 45
26 after service of the moving papers. The United States shall have 30 days to respond to
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1 the Government of Guam's motion. The Court shall render a decision on the location of
2 the new MSWLF based on the written materials on file and any oral argument.

3 c. Within 540 days (approximately 18 months), DPW shall submit a Draft Plan for
4 the design, construction, and operation for the new MSWLF to U.S. EPA. The Draft
5 Plan shall include but not be limited to:

- 6 - Site investigation, survey, and mapping.
- 7 - Hydrogeologic/subsurface investigation.
- 8 - 40% design and specifications for construction and operation of the new
9 MSWLF system.
- 10 - Other measures necessary to comply with Government of Guam
11 regulations regarding siting, design, and operational criteria for Municipal
12 Solid Waste Landfills (22 G.A.R. § 23601).

13 d. Within 725 days (approximately 24 months), DPW shall:

- 14 i. Submit a 90% Draft Final Plan for the design, construction, and operation
15 for the new MSWLF to U.S. EPA. The Draft Final Plan shall include but
16 not be limited to:
 - 17 - 100% design for construction and operation of the new MSWLF system.
 - 18 - Draft Specifications (including a Construction Management Plan) that
19 describes the quality assurance measures necessary to ensure that the final
20 new municipal solid waste landfill system meets the design specifications.
 - 21 - Other measures necessary to comply with Government of Guam
22 regulations regarding siting, design, financial and operational criteria for
23 Municipal Solid Waste Landfills (22 G.A.R. § 23401).
- 24 ii. Submit a permit application to GEPA in accordance with Government of
25 Guam Regulations (22 G.A.R. § 23104) to site, construct, and operate a
26 new municipal solid waste disposal landfill in accordance with applicable
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Guam and Federal regulations. A copy of the application shall also be submitted to U.S. EPA at the same time.

iii. Submit to GEPA, U.S. EPA, and U.S. Army Corps of Engineers a 90% Draft Wetland Mitigation Plan and submit a Wetland Development Permit application to the Guam Land Use Commission. Approval of the 100% Final Wetland Mitigation Plan, including a viable financial plan, and a Wetland Development Permit shall be required before the issuance of any landfill construction permits.

e. Within 845 days (approximately 28 months, which is 120 days after DPW's application is submitted), GEPA shall notify DPW and U.S. EPA of the adequacy of the permit application filed pursuant to Paragraph 9(d)(ii) above in accordance with Government of Guam Regulations (22 G.A.R. § 23104(c)(2)).

f. Within 845 days (approximately 28 months), DPW shall:

- i. Submit 100% Final Plan for the design, construction, and operation for the new MSWLF to U.S. EPA. The Final Plan shall include but not be limited to:
 - 100% design for construction and operation of the new MSWLF system.
 - Other measures necessary to comply with Government of Guam regulations regarding the design criteria for Municipal Solid Waste Landfill (22 G.A.R. § 23401).
 - Final Specifications (including a Construction Management Plan) that describes the quality assurance measures necessary to ensure that the final new municipal solid waste landfill system meets the design specifications.

ii. Advertise for bids to construct the new MSWLF.

g. Within 935 days (approximately 31 months), GEPA shall issue or deny a permit for the new MSWLF and provide a copy of the permit, including any conditions, or the

denial to U.S. EPA.

h. Within 975 days (approximately 32 months), DPW shall award a construction contract for the new MSWLF in accordance with applicable procurement rules and policies of the Government of Guam and provide a notice to proceed to the selected contractor and submit evidence of such award and notice to U.S. EPA.

i. Within 1,320 days (approximately 44 months), DPW shall begin operations of the new MSWLF and so certify to U.S. EPA within 7 days of commencement of operation.

10. Financing Closure of Ordot Dump and Construction and Operation of New Municipal Solid Waste Landfill.

a. Within 120 days, the Government of Guam shall submit to U.S. EPA a financial plan for funding those actions identified in Paragraphs 8 and 9, over time, including the funding source or sources and a schedule to secure funds for the capital and operating costs necessary to fully implement those actions identified in Paragraphs 8 and 9 above. The parties acknowledge and agree that the total amount of funding needed to complete the projects required under this Consent Decree is not currently available. The parties agree that the projects shall be funded by the Solid Waste Operations Fund, established by 10 G.C.A. § 51118, including the costs and expenses directly related to the closure of the Ordot Dump and the development, design, construction, and operation of a new sanitary landfill. The parties also agree that the Solid Waste Operations Fund shall not be regarded as the exclusive source of funding for the projects, and that the Government of Guam may obtain funding from other sources. The Government of Guam shall use its best efforts to obtain sufficient funding to fully implement the projects required by this Consent Decree. If funding from the Solid Waste Operations Fund is not sufficient to fully implement the projects, the Government of Guam shall seek funding through legislative appropriation, loans, grants, and rates charged for consumer services such as tipping or user fees.

b. Notwithstanding any of the time frames set forth in Paragraph 8 or 9 above, upon

1 the opening of a properly licensed and permitted municipal solid waste landfill prior to the
2 times set forth in Paragraphs 8 and 9 above, no further dumping of any kind will be
3 permitted at the Ordot Dump.

4 **V. REPORTING REQUIREMENTS**

5 11. Beginning with the first quarter following the quarter in which this Consent Decree
6 is entered and continuing until termination of this Consent Decree, the Government of Guam shall
7 submit to U.S. EPA written quarterly reports of its progress in implementing the provisions of this
8 Consent Decree. Quarterly reports shall be submitted within twenty-one (21) days after the last
9 day of each quarter. At a minimum, these Progress Reports shall include:

- 10 a. All tasks required under the Consent Decree and performed during the reporting
11 period;
- 12 b. All deadlines in this Consent Decree that the Government of Guam was required to
13 meet during the reporting period;
- 14 c. A report whether the Government of Guam met these deadlines;
- 15 d. The reasons for any failure to meet these deadlines and all steps taken to remedy
16 such failure; and
- 17 e. A projection of the tasks to be performed pursuant to this Consent Decree during
18 the next reporting period.

19 **VI. STIPULATED PENALTIES**

20 12. Stipulated Penalties.

- 21 a. The Government of Guam shall pay stipulated penalties for failure to meet
22 deadlines specified in Section IV (Compliance) as follows:
 - 23 i. For failure to meet any of the deadlines specified in Paragraphs 8(a) - 8(f)
24 and 9(a) - 9(g):
 - 25 - \$250 per day per violation for the first 30 days, \$500 per day per violation
26 for the following 30 days, and \$1,000 per day per violation for each day
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thereafter.

ii. For failure to meet any of the deadlines specified in Paragraphs 8(g), 9(h), and 10:

- \$500 per day per violation for the first 30 days, \$1,000 per day per violation for the following 30 days, and \$2,000 per day per violation for each day thereafter.

iii. For failure to meet any of the deadlines specified in Paragraphs 8(h), 8(i), and 9(i):

- \$1,000 per day per violation for the first 30 days, \$2,000 per day per violation for the following 30 days, and \$5,000 per day per violation for each day thereafter.

b. The Government of Guam shall pay stipulated penalties in the amount of \$500 per day for failure to timely pay the civil penalty required by Section III.

c. The Government of Guam shall pay stipulated penalties for failure to meet any other requirements of this Consent Decree (with the exception of the failure to complete the Supplemental Environmental Project as set forth in Appendix C that is subject to penalties pursuant to Paragraph 18) as follows:

- \$250 per day per violation for the first 30 days, \$500 per day per violation for the following 30 days, and \$1,000 per day per violation for each day thereafter.

13. Stipulated penalties shall begin to accrue on the day after performance is due and shall continue to accrue through the final date of completion even if no notice of the violation is sent to the Government of Guam. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of the Consent Decree.

14. Any stipulated penalty accruing pursuant to this Consent Decree shall be payable upon demand and due not later than THIRTY (30) days after the Government of Guam's receipt

1 of U.S. EPA's written demand. Stipulated penalties shall be paid by certified or cashier's check
2 in the amount due, shall be made payable to the "U.S. Department of Justice," referencing DOJ
3 #90-5-1-1-06658 and USAO File Number 1998V00094, and shall be delivered by certified mail
4 with return receipt requested to:

5 United States Attorney, District of Guam
6 Attention: Financial Litigation Unit
7 Suite 500, Sirena Plaza
108 Hernan Cortez
Hagatna, Guam 96910

8 Concurrently with making the payment, Defendant shall send notice of payment to U.S. EPA and
9 DOJ, directed to the addresses provided in Section XI (Notification). The notice of payment shall
10 also identify: (i) the specific provision of this Section VI (Stipulated Penalties) related to such
11 payment, and (ii) a description of the violation(s) of this Consent Decree for which the stipulated
12 penalties or interest are being tendered.

13 15. If the Government of Guam fails to pay stipulated penalties owed pursuant to this
14 Consent Decree within THIRTY (30) days of receipt of U.S. EPA's written demand, the
15 Government of Guam shall pay interest on the late payment for each day after the initial thirty day
16 due date. The rate of interest shall be the most recent interest rate determined pursuant to 28
17 U.S.C. § 1961.

18 16. Stipulated penalties are not the Plaintiff's exclusive remedy for violations of this
19 Consent Decree. The United States expressly reserves the right to seek any other relief it deems
20 appropriate, including, but not limited to, action for statutory penalties, contempt, or injunctive
21 relief against the defendant.

22 VII. SUPPLEMENTAL ENVIRONMENTAL PROJECT

23 17. In partial satisfaction of Plaintiff's claims, the Government of Guam shall perform
24 and complete the Supplemental Environmental Project ("SEP") set forth in Appendix C, which
25 has the objective of securing significant environmental or public health protection and
26 improvements. The Government of Guam shall complete the SEP in accordance with the
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1 schedule and requirements set forth in Appendix C. The SEP shall be completed by March 2007.
2 The SEP shall develop and implement a comprehensive waste diversion strategy for household
3 hazardous waste on Guam.

4 18. The total expenditure for the SEP shall be not less than the present value of
5 \$1,000,000. The Government of Guam shall include documentation of the expenditures made in
6 connection with the SEP as part of the SEP Completion Report described in Paragraph 21 below.
7 In the event that the Government of Guam fails to perform and complete the SEP as set forth in
8 Appendix C, it shall, in the same manner as set forth in Paragraph 14, pay a civil penalty to the
9 United States equal to the difference between the sum of \$1,000,000 and the total SEP costs that
10 the Government of Guam has incurred and itemized according to the requirements set forth in
11 Paragraph 21.

12 19. The Government of Guam is responsible for the satisfactory completion of the SEP
13 in accordance with the requirements of this Decree. The Government of Guam may use
14 contractors and/or consultants in planning and implementing the SEP.

15 20. The Government of Guam hereby certifies that, as of the date of this Consent
16 Decree, it is not required by any federal, state or local law or regulation to perform or develop the
17 SEP; nor is the Government of Guam required by agreement, grant or as injunctive relief in this or
18 any other case to perform or develop the SEP. The Government of Guam further certifies that is
19 has not received, and is not presently negotiating to receive, credit in any other enforcement action
20 for the SEP; nor will the Government of Guam realize any profit attributable to or associated with
21 the SEP, or receive any reimbursement for any portion of the SEP from any other person.

22 21. SEP Completion Report. The Government of Guam shall complete the SEP by
23 March 2007. The Government of Guam shall submit a SEP Completion Report to the United
24 States within thirty (30) days after completion of the SEP. The SEP Completion Report shall
25 contain the following information:

26 a. A detailed description of the SEP as implemented;

- b. A description of any implementation problems and the solutions thereto;
- c. An itemization of all SEP costs and acceptable evidence of such costs;
- d. Certification that the SEP has been completed pursuant to the provisions of this Consent Decree, including Appendix C;
- e. A description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reduction to the extent feasible); and
- f. Copies of any training materials, brochures, databases, or software relating to the SEP.

22. Periodic Reports. While the SEP is being planned and implemented, the Government of Guam shall submit quarterly reports to U.S. EPA describing the progress of the SEP within twenty-one (21) days after the end of each Calendar Quarter.

23. Following receipt of the SEP Completion Report described in Paragraph 21 above, U.S. EPA will do one of the following in writing:

- a. Accept the SEP Completion Report; or
- b. Reject the SEP Completion Report, notifying Government of Guam in writing of deficiencies in the SEP Completion Report. If U.S. EPA rejects SEP Completion Report, the Government of Guam shall have thirty (30) days from the date of receipt of U.S. EPA's notice in which to correct any deficiencies and submit a revised SEP Completion Report. If U.S. EPA rejects a revised SEP Completion Report, it shall notify the Government of Guam about the rejection. The Government of Guam shall be subject to stipulated penalties in accordance with Paragraph 12(c) herein for each day after receipt of U.S. EPA's notice of rejection of the revised SEP Completion Report until an acceptable SEP Completion Report is submitted to U.S. EPA.

24. If U.S. EPA rejects the SEP Completion Report pursuant to Paragraph 23(b), U.S. EPA shall permit the Government of Guam the opportunity to object in writing to the notification

1 of deficiency within ten (10) days of receipt of such notification. U.S. EPA and the Government
2 of Guam shall have an additional thirty (30) days from the receipt by U.S. EPA of the notification
3 of objection to reach agreement relating to U.S. EPA's notice of deficiency. If agreement cannot
4 be reached on any issue in the notice of deficiency within this thirty (30) day period, U.S. EPA
5 shall thereafter provide a written statement of its decision to the Government of Guam, which
6 decision shall be final and binding. Any such decision shall not be subject to Dispute Resolution.
7 The Government of Guam agrees to comply with any SEP-related requirements imposed by U.S.
8 EPA's written decision.

9 25. If upon receipt of the SEP Completion Report, U.S. EPA determines in its sole
10 discretion that part or all of the SEP has not been implemented in accordance with this Consent
11 Decree, including Appendix C, and any statements of work, U.S. EPA may require the
12 Government of Guam: (1) to repeat any deficient tasks; or (2) if specific tasks set forth in
13 Appendix C were not performed at all, to perform such tasks. U.S. EPA shall provide any such
14 requirement to the Government of Guam in writing.

15 26. The Government of Guam bears the burden of segregating eligible SEP costs from
16 costs not eligible for SEP credit. Any non-segregable cost evidence (i.e., containing both eligible
17 SEP costs and costs not eligible for SEP credit) shall be disallowed in its entirety. "Acceptable
18 evidence" includes invoices, purchase orders, or other documentation that specifically identifies
19 and itemizes the individual costs of the goods or services for which payment is made. Cancelled
20 drafts are not acceptable evidence unless such drafts specifically identify and itemize the
21 individual costs of the goods or services for which payment is made. Each submission required
22 under this Section shall be signed by an official with knowledge of the SEP and shall bear the
23 certification language set forth in Paragraph 42 below.

24 27. The Government of Guam hereby agrees that if, in estimating the cost of the SEP,
25 it did not subtract the estimated savings achieved from deducting the cost of each SEP in
26 calculating state and federal taxes, any funds expended by the Government of Guam in the
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1 performance of each SEP shall not be deductible for purposes of such taxes. The Government of
2 Guam, at the time of completion of the SEP, shall submit to the United States written certification
3 than any funds expended in the performance of each SEP have not been and will not be deducted
4 for purposes of such taxes.

5 28. In the event the Government of Guam does not spend the present value attributed
6 to a SEP pursuant to Paragraph 18 above, the Government of Guam shall perform additional work
7 on the SEP, as set forth in Appendix C, such that the total expenditures on the SEP equals or
8 exceeds the required present value of the SEP. If the Government of Guam performs the
9 additional work as required by this Paragraph, it shall not be subject to the civil penalty set out in
10 Paragraph 18.

11 29. Any public statement, oral or written, in print, film, or other media made by the
12 Government of Guam making reference to the SEP shall include the following language, "This
13 project was undertaken in connection with the settlement of a civil enforcement action taken by
14 the United States for violations of the Clean Water Act."

15 **VIII. RIGHT OF ENTRY**

16 30. U.S. EPA and its contractors and consultants shall have the authority to enter Ordot
17 Dump and any facility related to the SEP at all reasonable times, upon proper presentation of
18 credentials. This provision in no way limits or otherwise affects any right of entry held by U.S.
19 EPA pursuant to applicable federal or territorial laws, regulations, or permits.

20 **IX. FORCE MAJEURE**

21 31. The Government of Guam shall perform all requirements of this Consent Decree in
22 accordance with the time schedules set forth except to the extent, and for the period of time, that
23 such performance is prevented or delayed by events which constitute a force majeure. The
24 schedule set forth in Paragraph 9 above for the construction of a new municipal solid waste
25 landfill is not based on, or dependent upon, the existence of any contractual arrangements the
26 Government of Guam may or may not have, now or in the future, for the construction and
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1 operation of a new landfill or incinerator.

2 32. For the purposes of this Consent Decree, a force majeure is defined as any event
3 arising from causes beyond the control of the Government of Guam and that cannot be overcome
4 by diligent and timely efforts of the Government of Guam, including its contractors. Economic
5 hardship, normal inclement weather, and increased costs of performance shall not be considered
6 events beyond the reasonable control of the Government of Guam for purposes of determining
7 whether an event is force majeure. The requirement that the Government of Guam exercise
8 diligent and timely efforts to fulfill its obligations includes using best efforts to anticipate any
9 force majeure event and best efforts to address the effects of any potential force majeure event
10 (1) as it is occurring and (2) following the potential force majeure events, such that delay is
11 minimized to the greatest extent possible.

12 33. In the event of a force majeure, the time of performance of the activity delayed by
13 the force majeure shall be extended by U.S. EPA for the time period of the delay attributable to
14 the force majeure. An extension of one compliance date based on a particular incident does not
15 necessarily result in an extension of a subsequent compliance date or dates. The Government of
16 Guam must make an individual showing of proof regarding each delayed incremental step or other
17 requirement for which an extension is sought. The Government of Guam shall adopt all
18 reasonable measures to avoid or minimize any delay caused by a force majeure.

19 34. When an event occurs or has occurred that may delay or prevent the performance
20 of any obligation under this Consent Decree, the Government of Guam shall notify by telephone
21 the Manager, Pacific Islands Office, Region 9, (415) 972-3774, or the Guam Program Manager,
22 Pacific Islands Office, Region 9, (415) 972-3770, within 72 hours of Government of Guam's
23 knowledge of such event. Telephone notification shall be followed by written notification made
24 within SEVEN (7) days of Government of Guam's knowledge of the event. The written
25 notification shall fully describe: the event that may delay or prevent performance; reasons for the
26 delay; the reason the delay is beyond the reasonable control of the Government of Guam if Guam
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1 believes the event constitutes a force majeure; the anticipated duration of the delay; actions taken
2 or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to
3 be taken to mitigate the effect of the delay; and the time needed to implement any dependent
4 activities. For purposes of this Section, the Government of Guam shall be deemed to have
5 knowledge of anything it or its contractors knew or should have known.

6 35. Failure of the Government of Guam to comply with the force majeure notice
7 requirements provided in Paragraph 34 for any delay in performance will be deemed an automatic
8 forfeiture of its right to assert that the delay was caused by a force majeure.

9 36. After receiving written notification from the Government of Guam of a force
10 majeure, U.S. EPA shall determine whether the Government of Guam's request for delay is
11 justified and U.S. EPA shall notify the Government of Guam of its determination in writing. U.S.
12 EPA's failure to respond within THIRTY (30) days to a request for delay by the Government of
13 Guam shall be deemed a denial of that request. If the Government of Guam disagrees with U.S.
14 EPA's determination, the Government of Guam may initiate dispute resolution procedures
15 pursuant to Section X (Dispute Resolution).

16 37. The Government of Guam shall bear the burden of proving that any delay or
17 violation of any requirement of this Consent Decree was caused by circumstances beyond its
18 control, or any entity under its control, including consultants and contractors, and that the
19 Government of Guam could not have reasonably foreseen and prevented such violation. The
20 Government of Guam shall also bear the burden of proving the duration and extent of any delay or
21 violation attributable to such circumstances.

22 X. DISPUTE RESOLUTION

23 38. The Dispute Resolution procedures of this Section shall be the exclusive
24 mechanism to resolve disputes arising under or with respect to the Consent Decree. However, the
25 procedures set forth in this Section shall not apply to actions by the United States to enforce
26 obligations by the Government of Guam under this Consent Decree that have not been disputed in
27

accordance with this Section.

39. If the Government of Guam disputes any determination made by U.S. EPA under this Consent Decree, the Government of Guam shall send a written notice to U.S. EPA and DOJ outlining the nature of the dispute, submitting all supporting information and document relating to the dispute, describing its proposed resolution, and requesting informal negotiations to resolve the dispute. Such period of informal negotiations shall not extend beyond FIFTEEN (15) days from the date when notice was received by U.S. EPA and DOJ unless the parties agree otherwise in writing.

40. If the informal negotiations are unsuccessful, the disputed determination by U.S. EPA shall control, unless the Government of Guam files a motion with this Court for dispute resolution. Any such motion must be filed within TWENTY (20) days after termination of informal negotiations and must be concurrently sent to U.S. EPA and DOJ. The United States shall then have THIRTY (30) days to respond to the Government of Guam's motion. In any such dispute resolution proceeding, the Government of Guam bears the burden of proving that U.S. EPA was arbitrary and capricious.

XI. NOTIFICATION

41. Except as otherwise specifically stated, all notices and submissions from the Government of Guam to U.S. EPA required by this Consent Decree shall be sent via express mail or similar service with a return receipt requested, or, in the alternative, by both fax and e-mail, and addressed to:

Manager, Pacific Islands Office (CMD-6)
U.S. Environmental Protection Agency, Region 9
75 Hawthorne Street
San Francisco, CA 94105
Fax: (415) 947-3560
e-mail: machol.ben@epa.gov

42. All notices and submissions to U.S. EPA shall be signed and affirmed by a responsible official of the Government of Guam using the following certification

statement:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that this document and its attachments were prepared either by me personally or under my direction or supervision in a manner designed to ensure that qualified and knowledgeable personnel properly gathered and presented the information contained therein. I further certify, based on my personal knowledge or on my inquiry of those individuals immediately responsible for obtaining the information, that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing and willful submission of a materially false statement.

43. All notices and submissions to the Government of Guam required by this Consent Decree shall be sent to:

Attorney General of Guam
Guam Judicial Center, Suite 2-200E
120 West O'Brien Drive
Hagatna, Guam 96910
Fax: (671) 472-2493
e-mail: law@mail.justice.gov.gu

Director, Department of Public Works
542 North Marine Drive
Tamuning, Guam 96911
Fax: (671) 649-6178
e-mail: dpwdir@mail.gov.gu

Administrator, Guam Environmental Protection Agency
15-6101 Mariner Avenue
Tiyan, Guam 96913
Fax: (671) 477-9402
e-mail: fcastro@guamepa.govguam.net

44. All notices and submissions to DOJ required by this Consent Decree shall be sent to:

1 United States Attorney
2 District of Guam
3 Sirena Plaza
4 108 Hernan Cortez Ave., Suite 500
5 Hagatna, Guam 96910
6 Fax: (671) 472-7215
7 e-mail: mikel.schwab@usdoj.gov

8 Section Chief, Environmental Enforcement Section
9 D.J. Ref 90-5-1-1-06658 (Mullaney)
10 U.S. Department of Justice
11 301 Howard Street, Suite 1050
12 San Francisco, CA 94105
13 Fax: (415) 744-6476
14 e-mail: robert.mullaney@usdoj.gov

15 XII. MISCELLANEOUS

16 45. Entry of this Consent Decree and compliance with the requirements herein shall be
17 in full settlement and satisfaction of the civil judicial claims of the United States against the
18 Government of Guam as alleged in the Complaint filed in this action through the date of the
19 lodging of this Consent Decree. This Consent Decree in no way relieves the Government of
20 Guam of any criminal liability.

21 46. Nothing in this Consent Decree shall limit the ability of the United States to
22 enforce any and all provisions of applicable federal laws and regulations for any violations
23 unrelated to the claims in the Complaint or for any future events that occur after the date of
24 lodging of this Consent Decree.

25 47. The United States does not guarantee that implementing the relief described in this
26 Consent Decree will ensure compliance with the Clean Water Act. This Consent Decree in no
27 way affects the Government of Guam's responsibilities to comply with all applicable federal and
28 territorial laws and regulations.

48. Except as specifically provided herein, the United States does not waive any rights
or remedies available to it for any violation by the Government of Guam of federal and territorial
laws and regulations.

49. Except as provided herein, each party shall bear its own costs and attorney's fees in

1 this action. Should the Government of Guam subsequently be determined to have violated the
2 terms and conditions of this Consent Decree, then the Government of Guam shall be liable to the
3 United States for any costs and attorney's fees incurred by the United States in any actions against
4 it for noncompliance with this Consent Decree.

5 50. This Consent Decree contains the entire agreement between the parties and no
6 statement, promise, or inducement made by any of the parties or agent of the parties that is not
7 contained in this written Consent Decree shall be valid or binding, and this Consent Decree may
8 not be enlarged, modified, or altered except by using procedures described in this Consent Decree.

9 51. The Attorney General of the Government of Guam and the Assistant Attorney
10 General for Environmental and Natural Resources Division of the Department of Justice each
11 certify that he is fully authorized to enter into the terms and conditions of this Consent Decree, to
12 execute the document, and to legally bind the party he represents to this document.

13 52. The Government of Guam shall identify, on the attached signature page, the name,
14 address and telephone number of an agent who is authorized to accept service of process by mail
15 on behalf of that party with respect to all matters arising under or relating to this Consent Decree.
16 The Government of Guam hereby agrees to accept service in that manner and to waive the formal
17 service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any
18 applicable local rules of this Court, including, but not limited to, service of summons.

19 XIII. RECORD RETENTION

20 53. In addition to any state or federal requirements relating to record retention, the
21 Government of Guam shall retain at least one legible copy of all records, documents, reports or
22 plans required by its permit or which relate to its performance under any provision of this Consent
23 Decree and any documentation which the Government of Guam relied on in preparing such
24 records, documents, reports or plans, for a period of five (5) years from the date of such record,
25 document, report, or plan, or underlying documentation, or until two (2) years after termination of
26 this Consent Decree, whichever is later.

54. Not less than sixty (60) days prior to destruction of any reports or documents created pursuant to the requirements of this Consent Decree and any documents used to create such submittals, the Government of Guam shall notify the U.S. EPA and DOJ in writing, as provided in Section XI, that destruction of documents is planned and make such records available to the United States for inspection, copying or retention. This notification will identify the nature of the documents and their storage location or locations. The Government of Guam shall not claim that any such reports or documents are confidential or privileged.

55. Within fifteen (15) days of a written request from the United States, the Government of Guam shall provide the United States with copies of the documentation underlying any document, report or plan submitted pursuant to this Consent Decree, or any documents, reports or plans retained pursuant to Paragraph 53.

XIV. TERMINATION

56. This Consent Decree shall remain in effect until the later of: (1) one year after the Government of Guam completes all activities contained in Sections III, IV, and VII; or (2) the resolution of any matters pending in this Court regarding this Consent Decree.

57. If the Government of Guam believes that the requirements of Paragraph 56 have been met, the Government of Guam may request that the United States make a determination that this Consent Decree may be terminated. Any such request shall be in writing and include a certification that the applicable requirements have been met.

58. If the United States agrees that the requirements of Paragraph 56 have been met, the United States will notify the Government of Guam and the Court that the Consent Decree has terminated.

59. Until termination of this Consent Decree, the Court shall retain jurisdiction to handle any disputes that arise under this Consent Decree.

60. The parties agree to the foregoing Consent Decree and agree that the Consent Decree may be entered upon compliance with the public notice procedures set forth at 28 C.F.R.

§ 50.7, which states that the public shall have THIRTY (30) days to comment on this Consent Decree, and upon notice to this Court from DOJ requesting entry of this Consent Decree. The United States reserves its right to withdraw consent to this Consent Decree based upon comments received during the public notice period. The Government of Guam consents to entry of this Consent Decree without further notice to the Court.

XV. MODIFICATION

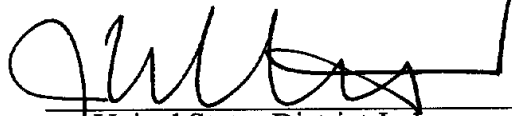
61. There shall be no material modifications of this Consent Decree without the written approval of the parties to this Consent Decree and the approval of the Court. All non-material modifications, which may include extensions of the time frames and schedules for performance of the terms and conditions of this Consent Decree and certain modifications to the attachments, may be made by agreement of the parties and shall be effective upon filing by the United States of such modifications with the Court.

XVI. FINAL JUDGMENT


62. Upon approval and entry of this Consent Decree by the Court, the Consent Decree shall constitute a final judgment pursuant to Federal Rules of Civil Procedure 54 and 58.

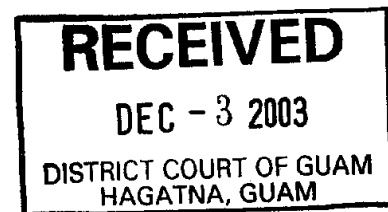
ORDER

IT IS SO ORDERED this 11th day of February, 2003.


United States District Judge

Notice is hereby given that this document was entered on the docket on 02/12/04. No separate notice of entry on the docket will be issued by this Court.

Mary L. M. Moran
Clerk, District Court of Guam
By:  02/12/04
Deputy Clerk Date



1 For the United States of America, Plaintiff:

2
3 Dated: 11/7/03

4 *Acting* Kelly A. Johnson
~~THOMAS L. SANSONETTI~~
Assistant Attorney General
Environment & Natural Resources Division
ROBERT D. MULLANEY
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Environment & Natural Resources Division
United States Department of Justice

8 LEONARDO M. RAPADAS
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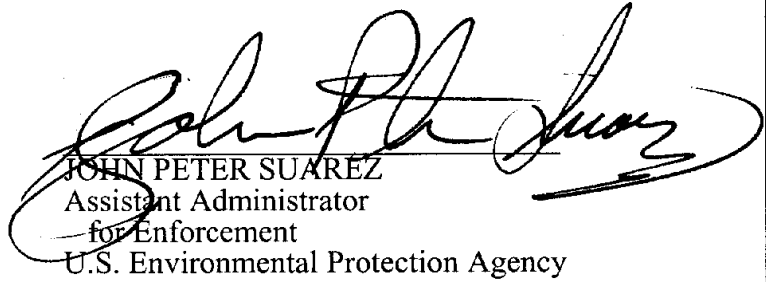
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11 Dated: 11/26/03

12 MIKEL W. SCHWAB
Assistant U.S. Attorney

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Dated:

11/20/03


JOHN PETER SUAREZ
Assistant Administrator
for Enforcement
U.S. Environmental Protection Agency

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Dated: 11/05/03



WAYNE NASTRI
Regional Administrator
U.S. Environmental Protection
Agency, Region 9

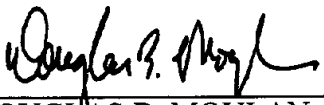
OF COUNSEL:

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Assistant Regional Counsel
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1 For the Government of Guam, Defendant:


2
3 Dated:

10/20/03


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Attorney General of Guam
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Hagatna, Guam 96910
(671) 475-3324


7
8 Dated:

10/21/03


FELIX P. CAMACHO
Governor of Guam


10
11 Dated:

10/20/03


JOSE MORCILLA, JR.
Interim Director, Department of Public Works

13
14 Dated:

10/20/03


FRED CASTRO
Administrator
Guam Environmental Protection Agency

16
17 Agent for service of process:

18 Douglas B. Moylan
19 Attorney General of Guam
20 Guam Judicial Center, Suite 2-200E
21 120 West O'Brien Drive
22 Hagatna, Guam 96910
23 (671) 475-3324

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GOVERNMENT OF GUAM

**Island Solid Waste Diversion and Management
For
Household Hazardous Waste**

Island Solid Waste Diversion and Management

Household Hazardous Waste Diversion

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Island Solid Waste Diversion and Management Household Hazardous Waste Diversion

PROJECT SUMMARY

The Ordot Landfill is Guam's only disposal facility available to the general public. The facility is unlined and there is no waste diversion. Aside from the collection of aluminum cans, there are no other waste diversion programs in place to provide an alternative to household hazardous waste disposal. Household hazardous wastes include, at minimum, used oil and batteries from *do-it-yourself fixers*, paint, and pesticides. Furthermore, as Guam prepares to close our only landfill and move to a new site, it is crucial that this waste stream is diverted to collection centers for proper disposal, or reuse.

The goal of the proposed project is to develop a comprehensive waste diversion strategy to eliminate the land disposal and prolonged storage of household hazardous waste on Guam.

INTRODUCTION

Background

The development of a household hazardous waste program is inspired by the emergence of similar programs in the United States. In large quantities, the cumulative effect from improper management of household hazardous waste in an island

community can cause problems in the environment where natural resources are fragile and limited. The primary concerns are as follows:

- (1) Household hazardous waste is a waste stream that is not regulated under local statutes and regulations. In fact, regulations allow for the disposal of such wastes into a sanitary landfill;
- (2) Guam's sanitary landfill is a natural depression created before regulatory standards were established and, therefore, without appurtenances to prevent waste migration or groundwater contamination; and
- (3) Currently household hazardous wastes are being either stored at homes, and at numerous unknown locations because of illegal disposal. There are instances when Guam EPA inspectors have had to remove household hazardous wastes, specifically spent lead acid batteries, from within wellhead protection areas.

Developing efficient implementation strategies to eliminate the land disposal, improper management, and prolonged storage of household hazardous wastes will require a thorough understanding of the quantity and types of household hazardous wastes in the community. This knowledge, to be gained through field studies and data collection, will be used to develop implementation strategies for improving overall collection and disposal methods.

There is no tracking system in place to provide a reasonable estimate on the quantity and types of household hazardous wastes generated. In addition, there exists no incentive for consumers to properly dispose of their household hazardous wastes. There are companies that accept household hazardous wastes, but their services are notably limited to spent lead-acid batteries and used oil. Moreover, these companies charge a fee for the proper disposal of household hazardous wastes.

PROJECT OBJECTIVES

The overall goal of this project is to develop a paradigm shift from current disposal practices to safer and viable options, and decrease the quantity of household hazardous wastes generated or stored on island for any considerable amount of time.

Products

The main products of this project are as follows:

- 1) **Household Hazardous Waste Collection Program.** This product is a planned service for residents to properly dispose of their household hazardous wastes safely, conveniently and consistently.

- 2) *Household Hazardous Waste Diversion For Island Communities Guide.* This product is a guidance document for the proper collection, storage, and disposal of household hazardous wastes. The guidance document will include:

- (a) The quantities and types of household hazardous wastes generated on Guam;
 - (b) A list of alternative nonhazardous products;
 - (c) Safety guidance on handling household hazardous waste; and
 - (d) List of alternate disposal sites.
- 3) Household Hazardous Waste Receiving Facility. This product is the construction and operation of a household hazardous waste receiving facility. The operation of this facility will be continued even after the 4th year implementation of the pilot project.

Management

A key aspect of this project is its cooperative nature. The success of this project requires the partnership of several entities.

The Guam Environmental Protection Agency will provide oversight throughout the project and be responsible for the implementation of the project. The Guam Environmental Protection Agency will employ environmental specialists to perform, at a minimum, the following:

- (1) Research, design, organize, and implement household hazardous waste collections;
- (2) Research, design, and include a health and safety protocol during household hazardous waste collections and storage;
- (3) Research, design and implement an outreach program to obtain maximum participation;

- (4) Research, design and implement indicators showing the progress, pitfalls, and trends of the household hazardous waste service;
- (5) Conduct inspections to include the development of an inspection schedule and checklist;
- (6) Prepare inspection reports, quarterly reports, annual reports;
- (7) Coordinate with government and private entities, and the public;
- (8) Attend village meeting and public hearings;
- (9) Design and prepare scopes of work and requests for proposal;
- (10) Conduct construction management; and
- (11) Conduct oversight of household hazardous waste operations.

Other key Government of Guam organizations to be involved in the project include the Department of Public Works (DPW), the department responsible for solid waste collection, storage, and disposal, the Department of Land Management and Chamorro Land Trust Commission (CLTC) to identify useable site areas, and the community-at-large through the mayor's office.

Another critical element of this project will be developing a partnership with private companies that readily implement household hazardous waste management practices.

This extent of collaboration is necessary since no one entity has the authority, financial resources, or technical expertise to deal with the problem alone. The Administrator of the Guam Environmental Protection Agency (GEPA) will ultimately be accountable for oversight, accounting, and implementation of this program. The U.S. Environmental Protection Agency Region IX (EPA) will be consulted to concur with any household hazardous waste collection control measures before they are implemented.

Benefits to Consumers

Changing the mindset of island residents who have not instilled sound environmental practices in the past is one of the challenges that Guam EPA faces. By introducing this project with enough time, we strive to make inroads in addressing that difficult environmental education outreach problem. We anticipate being successful based on this approach that we have detailed in this project.

Many people do not properly dispose of household hazardous wastes because of a lack of incentive measures or collection center. In addition, most residents do not have the means or the finances to properly dispose of their household hazardous wastes. The only options they have are to stockpile their household hazardous wastes or dump them illegally with the latter being the case.

This project will enable residents to adopt a pro-active approach to properly dispose household hazardous waste or change their purchasing habits to nonhazardous alternatives. In changing the mindset, the limited and fragile natural resources that island residents rely on are protected for future use.

PROJECT APPROACH AND METHODS

Overview

A comprehensive and strategic plan is presented to succeed in the implementation of a household hazardous waste collection and management program for island communities in a technical, economical, and viable approach. The plan is schematically illustrated below in Figure 1.

Figure 1 - PROJECT TASKINGS

Task 1: ESTABLISHMENT OF PROJECT TEAM

The Government of Guam will hire the new staff projected in the budget. New staff will undergo training and project briefing and goals.

Task 2: ESTABLISHMENT OF CORE MANAGEMENT GROUP

Establish the core management group, meeting schedules, goals and objectives.

Task 3: ASSESSMENT

Survey will evaluate the number and types of household hazardous wastes generated in the community to provide future projections for long-term planning

Task 4: PROGRAM DEVELOPMENT AND IMPLEMENTATION

Implementation of household hazardous wastes program with existing facilities and interim collection centers. Tasking includes close coordination with facilities and the development of guidance to ensure consistent practices. This tasking will also include the development of a household hazardous waste guidance document

Task 5: FACILITY DEVELOPMENT

Development, construction, operation, and management of a household hazardous waste collection and storage facility. This will include privatization and permitting activities.

Task 6: CLOSEOUT

Continue biannual meetings and status reports.

Compile project surveys and reports, and prepare and submit final report.

DESCRIPTION OF WORK

Task 1: Establishment of Project Team

This tasking involves the hiring, training, and project briefing of new staff. Three (3) new staff, an Environmental Health Specialist III (EHS III), Environmental Health Specialist II (EHS II), and Environmental Health Specialist I (EHS I) are identified for this project. The responsibilities for each are described in the Budget.

Task 2: Establish Core Management Group

This tasking involves the establishment of the Core Management Group as previously described. To start, this project proposes to develop an executive order from the Governor to ensure maximum participation and commitment. By the first biannual meeting, members will develop and establish their meeting schedule, be briefed on the project deliverables and final goal, and understand their role, especially in areas that require their department's immediate and undivided attention.

The Core Management Group will review all final reports and guidance associated with the project and provides changes, if necessary. Moreover, the Group will make recommendations, as necessary, to enhance the success of the project.

Task 3: Assessment

A project evaluation or assessment is important to the continued success of the household hazardous waste collection program and must be accomplished prior to the development phase of a permanent facility.

A Surveys

Surveys will be conducted at the point of collection to account for the amount of household hazardous waste generated on island, and to collectively understand the concerns and issues relating to proper handling, storage, and disposal.

A survey conducted at the point of collection will give an indication of the quantity of household hazardous wastes generated by homeowners and currently stored at private residences awaiting final disposal. The information obtained will be used to obtain an accurate picture. These household hazardous wastes have probably been stored for numerous years.

Aside from residents, the survey will include input from sponsors, volunteers, and contractors concerning flaws in the program, such as inconvenient operating hours and locations or inefficient collection methods. This information will aid in adapting to the needs of the public.

B. Review and Analysis of the Data Collected from the Survey Conducted

The data collected from the survey will be compiled, analyzed and summarized to accomplish, at a minimum, the following:

1. Provide a preliminary account of the number of participants;
2. Provide the percentage of the target population served;
3. Identify the quantities and types of household hazardous wastes;
4. Itemized total costs;
5. Determine cost per participant and the waste management cost per pound;

6. Input from sponsors, volunteers, and contractors for input concerning flaws and successes;
7. Establish a baseline data report on quantity and types of the existing household hazardous wastes on island;
8. Understand or correlate the island's demographics in relationship to the program; and
9. Understand current disposal methods and end users of household hazardous wastes.

Task 4: Program Development and Implementation

Interim Household Hazardous Waste Collection

This task will assist in the establishment of several household hazardous waste collections within villages on the island. The siting of these interim centers will take into consideration residential homes, schools, businesses, and areas of congregation such as churches and community and meeting centers. This task is an interim measure, and may be a permanent part of the overall household hazardous waste collection program after the completion of a household hazardous waste collection and storage facility. An assessment on the continuation of interim collection centers during the operation of a permanent facility will be evaluated.

During this interim period, all existing solid management facilities privately and publicly owned will be identified and will be encouraged to expand their collection services to household hazardous wastes. With the help of established control measures, these facilities will encourage homeowners and businesses from different

areas of the island to properly dispose of their household hazardous wastes. The operation and maintenance of these facilities will be consistent with established control measures assembled together following careful review of data collected during the assessment phase. Furthermore these facilities would be required to monitor incoming and outgoing quantities of household hazardous wastes. Final disposal methods and end-users will be reviewed and analyzed by these facilities to ensure no impact to Guam's environment.

Quality Control and Compliance

Inspections are to be conducted on the interim collection centers and existing solid waste management facilities that collect, store, or process household hazardous wastes. Inspections include the review of operations and records kept within the facility.

The inspection issues and concerns regarding the operation and management of these facilities will be very useful in addressing the issues of collecting and storing hazardous wastes at these facilities to meet the local and federal requirements.

Following each inspection or site visit, inspection reports will be prepared and submitted. The information provided will be integrated into the proposed guidance document for household hazardous wastes. Furthermore, these reports will be available to the Core Management Group for review and input.

The monitoring of these projects is not for Guam EPA to issue notifications of violations, but to establish and be able to provide assistance to participants and ensure proper data and waste collection.

Quarterly reports regarding the operation of these facilities will be submitted to USEPA for review, comments, and approval prior to the finalization of a guidance document in the purchasing, handling, storage, disposal, and end-user process of the facility.

Household Hazardous Waste Management Guide for Island Communities

A guidance document will be produced as part of this task. It will include data on the quantity and types of household hazardous wastes that are generated on Guam and their means of disposal.

The information obtained from the operation of existing facilities and interim collection centers will be incorporated into the guidance document. It will include data obtained from the surveys conducted, the operation and oversight inspection reports and comments of the facility operating the household hazardous waste collection and storage facility.

Outreach and Education Program

The household hazardous waste collection program cannot succeed without a strong education effort that provides general information about household hazardous wastes and specific instructions about how to participate during collection days. This

education also might benefit the community by reducing the quantity of household hazardous wastes collected in subsequent programs.

A well-planned education outreach program will provide information, at a minimum, about the following:

- (a) Why people should participate in household hazardous waste collection programs;
- (b) When and where the collection will be held;
- (c) Which materials will be accepted and which will be excluded;
- (d) What to do with excluded household hazardous wastes; and
- (e) How to transport household hazardous wastes to the collection center.

The public education methods and techniques will explore, at a minimum, the following potential options, or a combination thereof, in reaching residents:

- (1) **Media.** Well-prepared media handouts, feature articles, public service announcements, and other materials;
- (2) **Information and Referral Services.** A publicly advertised local telephone hotline;
- (3) **Mailings and Mailing Inserts.** Utilities, banks, billers, and advertisers may be sought to include household hazardous waste announcements and informational literature in their regular mailings;
- (4) **Posters, Handouts, and Brochures.** Flyers and posters may be displayed or distributed at collection centers, schools, libraries, community centers

and senior citizen centers. Businesses may post signs and notices for shoppers and customers on how to safely manage household products that might become household hazardous waste;

- (5) **Garbage Can Labeling.** Plastic adhesive labels may be distributed for residents to place on their garbage cans. The labels alert people to the potential hazards of mixing household hazardous wastes with their trash, list products containing hazardous constituents, and advertise where to dispose of household hazardous wastes properly;
- (6) **Street Banners.** Banners announcing the place and time of collection have worked well for some communities;
- (7) **Displays/Exhibits/Audiovisual Presentations.** Public education staff can use slide shows, video presentation, and hands-on exhibits at community group meetings, fiestas, or other special events, public information sessions/workshops, shopping malls, and other public forums. The public library may be evaluated for the establishment of a household hazardous waste resource center;
- (8) **Speaker Bureau.** Creation of listing of speakers or community education experts who can make presentations to groups with or without a speaking fee;
- (9) **Formal Education.** Presentations in schools and special curricula may be performed to educate students (and their parents) about managing household hazardous wastes;

- (10) **Point-of-Purchase Information.** Information about potential hazards of household products may be distributed where products are sold; and
- (11) **Workshops and Conferences.** Workshops, presentations, and conferences in managing household hazardous wastes may be considered as a means of bringing information to citizens, volunteers, businesses, and government officials.

The project will comply with all federal and local regulatory requirements under the Resource Conservation and Recovery Act (RCRA).

Task 5: Facility Development

During the interim collection, the project team members will be preparing and implementing the design, development, construction, operation, and management of a permanent household hazardous waste collection center. The purpose of this facility is to receive or collect household hazardous waste on a regular basis, and provide an opportunity to organize the proper disposal of this waste stream to EPA-approved facilities.

This tasking is divided into four phases: Site selection and development, construction, operation and management.

1. **Site Selection and Development** - Guam EPA will work with DPW, Department of Land Management (DLM), Chamorro Land Trust

Commission (CLTC) and other government and private entities to locate a site that is unpopulated, yet centralized and accessible to residents.

Upon determining the site, project staff will coordinate with the Mayor of the Village where the facility is to be located. Public outreach and meetings will be held. DPW, with the assistance of Guam EPA, will establish *Requests for Proposal* for the design, construction, and operation of the collection and storage facility. The contractor selected for the design and construction will be required to conduct an environmental impact assessment and obtain proper permits. USEPA will be notified and apprised of the status of the steps of this development stage of this task on a quarterly basis.

2. **Construction** - DPW, with the assistance of Guam EPA, will establish the *Request for Proposal* to construct the facility as designed in the development stage of this Task. DPW and Guam EPA will conduct oversight of the construction phase of the facility. The construction phase will be subsidized for two years.
3. **Operation** - DPW, with the assistance of Guam EPA, will establish a *Request for Proposal* for the operation of this collection and storage facility. The *Request for Proposal* will be submitted to USEPA for review and comments. Operation of the facility entails collection and storage,

and preparation of household hazardous wastes prior to off-island disposal and end-users.

The management of the facility will be established and conducted by the contractor of the operation of the facility with oversight from Guam EPA and DPW. Oversight from Guam EPA and DPW will include on-going scheduled inspections of the operation and management of the facility. These inspections will provide comments and recommendations on the operations for the facility. Furthermore, if necessary, Guam EPA will issue an enforcement action to the operator of the facility if the facility poses potential environmental hazards to the environment, and does not operate the facility as designed. Management may revise operation of the facility with the approval of USEPA, Guam EPA and DPW if revisions will positively affect the goals of this SEP Project.

Task 6 –Continuing Status Reports.

Compile all reviews, reports, and documents to prepare a final report to be submitted to USEPA. Oversight of the operation and maintenance of these set projects will be updated and revised to address other additional concerns. Before finalizing the guidance report, GEPA and USEPA will have to review any concerns brought up throughout the entire project.

PROJECT MANAGEMENT

Management Structure

The Guam Environmental Protection Agency (GEPA) will direct the overall project. GEPA will manage the research and coordinate communications among the Core Management Group. The Core Management Group will consist of key personnel from GEPA, DPW, DLM, CLTC and the Solid Waste Task Force (Governor's Office) and external expert consultants. The Core Management Group will review results and recommend subsequent research and implementation activities to GEPA. The Administrator of GEPA will make all final decisions.

Biannual Management Meetings

Biannual management meetings will be held throughout the four-year project. USEPA representatives will also be invited to the meetings. The day prior to each management meeting will be used for presentations of research results. Other interested parties (consultants, general public) would be invited to participate, both as audience and as presenters, to maximize the dialogue. A working session, limited to members of the Core Management Group and USEPA representatives will be conducted the following day because the contours of the project may change as new knowledge is gained. These meetings will be used to make key decisions to direct the project over the next following six months. After reviewing progress made during the past six months, the Core Management Group will make recommendations to the Administrator of GEPA regarding activities to be undertaken in the subsequent six-month period.

DELIVERABLES AND MILESTONES

Biannual project reports will be prepared immediately after each Core Management Group Biannual Meeting. The Biannual Reports will include the following: (1) a brief summary of accomplishments during the past six-month period, (2) plans for new activities in the subsequent six-month period, and (3) a data summary. Brief status reports will be prepared during the intervening quarters. Quarterly reports will summarize (a) progress toward milestones, (b) problems encountered and their resolution, and (c) activities for the following quarter.

Milestones to be included in the biannual reports are described below:

First Biannual Report

- (1) Report on project team members and Core Management Group;
- (2) Report meeting schedules, goals, and responsibilities for project team and Core Management Group;
- (3) Preliminary household hazardous waste survey questionnaire and criteria; and
- (4) Proposed activities for the second biannual period.

Second Biannual Report

- (1) Preliminary results and summary of the household hazardous waste survey;
- (2) Assessment of quality of the data;
- (3) Progress on project feasibility analysis;

- (4) Proposed outline of guidance document;
- (5) Identification of household hazardous waste collection and storage facility site;
- (6) Summary of outcome of public meetings, notices, and hearings (if required) pertaining to the siting of the collection and storage facility;
- (7) Draft Scope of Work for the design and construction of the collection and storage facility; and
- (8) Proposed activities for the third biannual period.

Third Biannual Report

- (1) Draft of report on results from the household hazardous waste survey;
- (2) Assessment of quality of the data;
- (3) Progress on project feasibility analysis;
- (4) Updated outline of guidance document;
- (5) Summary of ongoing projects;
- (6) Control measures for existing household hazardous waste collection and storage facilities;
- (7) Listing of existing household hazardous waste collection and storage facilities;
- (8) Preliminary inspection reports on existing household hazardous waste collection and storage facilities;
- (9) Identification of contractor for the design and construction of new facility;
- (10) Proposed Scope of Work for the operation of the new facility; and
- (11) Proposed activities for the fourth biannual period.

Fourth Biannual Report

- (1) Final report on the survey;
- (2) Progress on project feasibility analysis;
- (3) Updated outline of guidance document;
- (4) Summary of ongoing projects;
- (5) Identification of the contractor to perform the operation and maintenance of the new facility;
- (6) Progress report on the construction of the new facility; and
- (7) Proposed activities for the fifth biannual period.

Fifth Biannual Report

- (1) Final outline of guidance document for household hazardous wastes;
- (2) Final report on the construction of the new facility;
- (3) Progress report on the operation and maintenance of the new facility;
- (4) Summary report for ongoing projects; and
- (5) Proposed activities for the sixth biannual period.

Sixth Biannual Report

- (1) 1st draft of guidance document for the household hazardous wastes. This document will summarize results from our project and outline the development of feasible waste disposal methods for handling household hazardous wastes on Guam;
- (2) Progress report on the operation and maintenance of the new facility; and
- (3) Proposed activities for the seventh biannual report.

Seventh Biannual Report

- (1) Final draft of guidance document;
- (2) Progress report on the operation and maintenance of the new facility; and
- (3) Proposed activities for the eighth biannual and final report.

Eighth Biannual Report (final reporting)

- (1) This report will describe all aspects of the project implementation, field activities and inspections, and results from the household hazardous waste diversion program at existing facilities.
- (2) Progress of the new Household Hazardous Waste Collection Center;
- (3) Evaluation on the success and obstacles of this project; and
- (4) Recommendations on future operations and activities related to household hazardous wastes.

BUDGET

We have allocated \$1.039651 million for implementation of the household hazardous waste diversion program. This work will be done through hired personnel and subcontract to appropriate consultants. Cost included in this budget category is the cost of manpower, and related expenses. Subcontracts will be developed throughout the four-year project period. Specific implementation subcontracts will be guided by research results (survey reports, facility inspection reports, and contract oversights) presented at the biannual project meetings. Implementation will be scaled up over the

course of the project. Estimated costs for full-scale implementation experiments are shown in **Table 1 – Project Budget**.

A detailed four-year budget for this pilot project is presented. The budget is comprised of the areas:

- a) Personnel
- b) Travel
- c) Operations
- d) Capital Outlay
- e) Administrative Costs
- f) In-Kind Services

Personnel

The projected costs for personnel include salaries and fringe benefits extended for a period of 4 years. The positions to be filled and their respective duties and responsibilities are as follows:

Environmental Health Specialist III

- (1) Coordinates biannual meetings.
- (2) Prepares, amends, finalizes, and submits biannual reports.
- (3) Provides survey data quality reviews.
- (4) Prepares permits.
- (5) Researches and develops public outreach program.
- (6) Conducts and/or attends public meetings and/or hearings.

- (7) Develops *Scope of Work* and *Request for Proposal* on the design, construction, and operation of the household hazardous waste collection and storage facility.
- (8) Establishes proposal review committee and review criteria. Submits recommendations to Administrator. Notifies contractor.
- (9) Collects and consolidates progress reports.
- (10) Drafts, amends, finalizes, and arranges the publication and outreach for the household hazardous waste guidance document.
- (11) Prepares, amends, finalizes, and submits Final Report to EPA.

Environmental Health Specialist II

- (1) Establishes survey questions.
- (2) Conducts, collects, and consolidates survey reports.
- (3) Establishes control measures for existing household hazardous waste collection and storage facilities.
- (4) Researches and implements public outreach program.
- (5) Conducts meetings and outreach with existing household hazardous waste collection and storage facilities.
- (6) Prepares household hazardous waste collection and storage facility permits.
- (7) Conducts oversight inspections during construction of new household hazardous waste collection and storage facility. Provides inspection reports.

Environmental Health Specialist I

- (1) Conducts surveys and inspections of existing household hazardous waste collection and storage facilities.
- (2) Prepares and submits inspection reports.
- (3) Prepares household hazardous waste collection and storage facility permits.
- (4) Conducts site inspections during the operation of the new household hazardous waste collection and storage facility. Provides inspection reports.
- (5) Implements public outreach program.

Air and Land Programs Administrator

The Air and Land Programs Administrator is an existing position within Guam EPA. The time and cost calculated is defined as 10% of the total salary and fringe benefits. The responsibility for the Air and Land Program Administrator is to provide oversight review of the Environmental Health Specialist Supervisor who will have oversight review of the duties and responsibilities of the 3 new Environmental Health Specialist Personnel. The time and cost calculated will be identified as in-kind services.

Environmental Health Specialist Supervisor

The Environmental Health Specialist Supervisor is an existing position within Guam EPA. The time and cost calculated is defined as 15% of the total salary and fringe benefits. The 15% time and cost are related to the oversight review of the 3 new

Environmental Health Specialist Personnel. The responsibility for the Environmental Health Specialist Supervisor is to oversee and ensure that the duties and responsibilities of the 3 new Environmental Health Specialist Personnel are followed to ensure proper implementation and oversight of this pilot project. The time and cost calculated will be identified as in-kind services.

Travel

This cost represents expenses associated with ground travel for project staff using their personal vehicles. The Government of Guam reimbursable amount is set at .30/mile with an estimated 200 miles per year.

Operations

Consultation Fee – Operation, disposal and end user cost

The consultation fee represents the following costs:

1. The cost associated with the collection and packaging of household hazardous waste;
2. The cost associated with the storage of household hazardous waste for final disposal and end users for existing facilities; and
3. The cost for the operation and maintenance, and the cost associated with the final disposal and end users of the new household hazardous waste collection and storage facility.

As presented, the second and third year cost is associated with the existing facilities that are collecting and storing household hazardous waste for final disposal and end users. The fourth year cost will be directed towards the operation and

maintenance for the newly constructed household hazardous waste collection and storage facility. The second year cost is estimated to be the highest cost because it is expected that during this period, most of the household hazardous waste, such as batteries, to be collected had been stored at homes awaiting proper disposal like this project. This cost will also be carried over to the third year operation of existing facilities. Furthermore, the fourth year cost will also be high due to the additional cost of contracting the operation and maintenance of the new facility, disposal and end user fee.

Contractual – Site Development, Design and Construction

This cost represents contractual expenses associated with the site design, development, construction, operation, and maintenance of a new household hazardous waste collection and storage facility. It is anticipated that undeveloped land will be identified for this facility through the Chamorro Land Trust Commission. Thus, the costs will include surveying and site preparation.

Printing – Reports and Guidance Documents

In order to disseminate results from the project we have included the cost of printing of surveys and survey reports; monthly, quarterly, biannual, annual, and final reports; presenting papers; outreach documents; and an editorial budget to allow us to develop a guidance manual suitable for publication. As presented in the Budget, the first year cost is high to include the printing of surveys used for the surveys. The fourth year cost is also higher to include the final publication of the guidance document.

Office Supplies and Materials

This cost is associated with items that include general office supplies (i.e. paper, pens, etc), and computer software.

Fuel and Lubricant

This cost is associated with the operation and maintenance, gas and annual safety inspection of a newly purchased vehicle dedicated to this project. The continued operation of this vehicle will allow for oversight of participants to ensure no abuse of the project occurs, as well as monthly inspections to ensure proper implementation of the pilot project. The annual increase is due to a 5% increase in cost.

Office Space Rental/Utilities

Costs associated with this item are for the office space required for the 3 new employees hired for this project and utilities. Utilities include power, water, and basic telephone services for the office space. The annual increase is due to a 5% increase in cost.

Local Training

Costs associated with this item are for the required HAZWOPER training for the 3 new employees hired for this project. This training is required to ensure that these employees are trained to conduct the inspections on the existing and the new household hazardous waste collection and storage facility. The first year training cost is

associated with the initial HAZWOPER Training and the following yearly cost is associated with the required annual refresher training.

Internet/Email

Costs associated with this item will allow the 3 new personnel to have access to Internet information with regards to the development and implementation of this pilot project. Furthermore, these 3-new personnel will have access to email to USEPA, the Core Management Group, and all other persons involved with the oversight, the development, and the implementation of this pilot project.

Capital Outlay

As part of this project, the capital outlay includes the purchase of a motor vehicle, computer equipment, and office furniture and equipment.

Motor Vehicle

The use of a vehicle is needed to conduct facility inspections, surveys, contract and participant review, and attend meetings.

Computer equipment

Computer equipment includes computer hardware, printer and a digital camera. The data and surveys will be tracked through a computer dedicated to this project. All reports shall be generated through this computer. As part of the reporting, a camera will be needed to illustrate the progress of the project during inspections of existing facilities, and construction and operation inspections of the new facility.

Office furniture and equipment

Office furniture and equipment includes desks, chairs, and file cabinets and other equipment to be utilized by the additional personnel hired for this pilot project.

Administrative Costs

The Administrative Costs are associated with the use of Guam EPA's Administrative Division, which will provide assistance with regards to administrative process including, but not limited to, secretarial, filing, procurement, and purchases. This administrative cost is calculated to be 3% of the total direct cost of the project.

In-Kind Services

Several entities are expected to provide in-kind services. These services are expected to include services provided by members of the Core Management Group associated with this pilot project. Members of the Core Management Group include Department of Public Works (DPW), Department of Land Management (DLM), Chamorro Land Trust Commission (CLTC), and the Mayor's Council.

Department of Public Works (DPW)

The Department of Public Works will be the agency to assist and oversee the development of the site for the collection and storage of the new household hazardous waste facility and possibly assist in the collection of these items and transport to these facilities. Furthermore, DPW is also responsible to oversee the construction phase of this project along with Guam EPA. DPW will also assist in the oversight of the operation

and maintenance of the new household hazardous waste collection and storage facility. Guam EPA will oversee DPW and conduct inspections and enforcement, if necessary.

Department of Land Management (DLM) and Chamorro Land Trust Commission (CLTC)

The Department of Land Management (DLM) and the Chamorro Land Trust Commission (CLTC) will assist in identifying the appropriate and useable site areas for the new facility. They will also assist with the processing of the identified land area to be used, including but not limited to, attending and conducting public hearings, securing appropriate land zoning changes, and transferring or designating specific ownership of Government of Guam property to DPW, as necessary.

Mayor's Council

The Mayor's Council will assist in educating their constituents on the facility and possibly have their villages evaluated for being satellite centers. They will also attend public hearings required in the determination of the land area identified to be used for the facility. The Mayor's Council will also assist in the survey to be conducted, to ensure that their communities are represented in the survey.

Supplemental Environmental Project
Island Solid Waste Diversion and Management
for Household Hazardous Wastes

Table 1 - SEP Project Budget

I PERSONNEL - Salaries & Fringe Benefits							
No	Position Title	Year 1	Year 2	Year 2*	Year 3	Year 4	Total
1	Environmental Health Specialist I	\$17,013	\$35,726	\$0	\$37,513	\$39,389	\$129,641
2	Environmental Health Specialist II	\$27,212	\$38,097	\$0	\$40,002	\$42,002	\$147,313
3	Environmental Health Specialist III	\$38,896	\$40,841	\$0	\$42,883	\$45,027	\$276,954
Total Personnel Costs		\$83,121	\$114,664	\$0	\$120,398	\$126,418	\$444,601
II TRAVEL - Local Mileage Reimbursement							
3 Staff @\$.30/mile X 170 miles per month for 12 Months = \$1836		\$1,836	\$1,836	\$0	\$1,836	\$1,836	\$7,344
III OPERATIONS							
1	Consultation Fee	\$0	\$119,243	\$0	\$69,244	\$119,244	\$307,731
2	Contract - Site Development	\$0	\$172,656	\$39,651	\$0	\$0	\$212,307
3	Printing	\$600	\$400	\$0	\$325	\$1,250	\$2,575
4	Office Supplies/Materials	\$1,200	\$660	\$0	\$426	\$840	\$3,126
5	Fuel and Lubricant	\$1,200	\$1,260	\$0	\$1,323	\$1,389	\$5,172
6	Office Space Rental/Utilities	\$12,500	\$2,500	\$0	\$2,500	\$2,500	\$20,000
7	Local Training	\$1,800	\$225	\$0	\$225	\$225	\$2,475
8	Internet/Email	\$1,080	\$1,080	\$0	\$1,080	\$1,080	\$4,320
Total Operations		\$18,380	\$298,024	\$39,651	\$75,123	\$126,528	\$557,706
IV CAPITAL OUTLAY							
1	Motor Vehicle	\$20,000	\$0	\$0	\$0	\$0	\$20,000
2	Office/Computer Equipment and Furniture	\$10,000	\$0	\$0	\$0	\$0	\$10,000
Total Capital Outlay		\$30,000	\$0	\$0	\$0	\$0	\$30,000
V TOTAL DIRECT COSTS							
		\$133,337	\$414,524	\$39,651	\$197,357	\$254,782	\$1,039,651
VII TOTAL PROJECT COSTS							
		\$133,337	\$414,524	\$39,651	\$197,357	\$254,782	\$1,039,651

Note: Year 2* represents the adjustment needed to reflect the present value agreed upon by EPA and GovGuam (i.e. 1 million USD). The present value amount was calculated by Julia Jackson using an EPA software "Project Model" and provided by Ben Machol from USEPA, Region IX on July 24, 2003 via telephone call with Conchita Taitano from Guam EPA. The present value amount uses a 1.7% inflation rate with a 5.1% discount rate.

TIMELINE

a. Within three months of the effective date:

Begin Task 1

- Process of hiring new staff for the Pilot Project

b. Within six months of the effective date:

Task 1

- Hiring of new staff should be completed, and training of staff should be started.

Begin Task 2

- Begin the establishment of the Core Management Group

c. Within twelve months of the effective date:

Task 1 – Task 1 completed.

- New staff hired and trained.

Task 2 – Task 2 completed.

- Core Management Group has been established.
- Core Management Group has met and meetings have been scheduled and goals to meet deliverables and milestones should be completed.

Begin Task 3

- Survey Questions established.
- Survey begun.
- Survey data collected within the 3 months after the start of survey should start to be reviewed and analyzed.
- A first draft of the survey report should be started.

Begin Task 4

- Preliminary outline for Guidance Document should be prepared.
- An educational outreach program should be established for this project.

Begin Task 5

- Facility site should have been established.
- Conduct public hearings, if necessary, for land rezoning.
- A draft scope of work for the development, design, and construction should be established.

d. Within 18 months of the effective date:

Task 3

- All surveys should be completed.
- Continuation of review and analysis should be conducted.
- A second draft of the survey report should be completed.

Task 4

- Collection and review of survey reports, inspection reports, monthly operations progress reports to establish proposed outline for Guidance Document.
- Proposed outline for Guidance Document submitted to USEPA.
- A Final Plan for the educational outreach program is being implemented.
- Control Measure for existing facilities should be completed.
- List of existing facilities should be established.
- Meetings with existing facilities that will participate with the pilot project should have been conducted.

- Existing facilities participating in this pilot project should have been permitted and already collecting and storing household hazardous waste for proper disposal.
- Initial inspections for these facilities should have been conducted.

Task 5

- Scope of Work for the site development should have been finalized and published.
- Contractor proposals have all been submitted.
- Core Management Group reviews and makes recommendations to GEPA Administrator on the selected Contractor.

e. Within 24 months of the effective date:

Task 3 - Task 3 completed.

- Final Survey Report submitted to USEPA.

Task 4

- Proposed preliminary outline for Guidance Document should be submitted to USEPA.
- Educational outreach program for the project ongoing.
- Inspections ongoing for existing facilities.
- Inspection reports submitted.
- Updates on control measures completed, if necessary.
- Report on status, progress, or problems of the operation of existing facilities should be submitted to Core Management Group and USEPA for review and comments.

- Updates on control measures for the operations of these existing facilities, if necessary.

Task 5

- Site Development and Construction of the household hazardous waste collection and storage facility has begun.
- Contractor oversight of the site development and construction ongoing.
- Reports on status, progress, or problems of the construction of the new facility should be submitted to Core Management Group and USEPA for review and comments.
- 1st draft of the Scope of Work for the Operation and Maintenance of the new household hazardous waste collection and storage facility submitted to USEPA for review and comments.

f. Within 30 months of the effective date:

Task 4

- Updated outline for Guidance Document should be submitted to USEPA.
- Educational outreach program for the project ongoing.
- Inspections on exiting facilities ongoing.
- Inspection reports submitted.
- Updates on control measures completed, if necessary.
- Report on status, progress, or problems of the operation of existing facilities should be submitted to Core Management Group and USEPA for review and comments.

- Updates on control measures for the operations of these existing facilities, if necessary.

Task 5

- Site Development and Construction of the household hazardous waste collection and storage facility ongoing.
- Contractor oversight of the site development and construction ongoing.
- Reports on status, progress, or problems of the construction of the new facility should be submitted to Core Management Group and USEPA for review and comments.
- Scope of Work for the operation and maintenance of the new household hazardous waste collection and storage facility should have been finalized and published.
- Contractor proposals have all been submitted.
- Core Management Group reviews and makes recommendations to GEPA Administrator on the selected Contractor.

g. Within 36 months of the effective date:

Task 4

- Final outline for Guidance Document should be submitted to USEPA.
- Educational outreach program for the project ongoing.
- Inspections on existing facilities ongoing.
- Inspection reports submitted.
- Updates on control measures completed, if necessary.

- Report on status, progress, or problems of the operation of existing facilities should be submitted to Core Management Group and USEPA for review and comments.
- Updates on control measures for the operations of these existing facilities, if necessary.
- Transitions of the collection and storage of household hazardous waste from existing facilities to new facility occurring.

Task 5

- Site Development and Construction of the household hazardous waste facility completed.
- Contractor for the Operation and Maintenance of the new facility selected, and begins operations and maintenance of new facility.
- Contractor oversight of the operation and maintenance begins.

h. Within 42 months of the effective date:

Task 4

- First draft for Guidance Document should be submitted to USEPA.
- Educational outreach program for the project ongoing.
- Household hazardous waste collection and storage facility for the island has been transferred to the new facility.

Task 5

- Contractor oversight of the operation and maintenance begins.
- Inspections on new facility ongoing.
- Inspection reports submitted.

- Reports on status, progress, or problems of the operation and maintenance of the new facility should be submitted to Core Management Group and USEPA for review and comments.

Task 6

- Begin preparation of the closeout report to USEPA.

i. **Within 48 months of the effective date:**

Task 4 - Task 4 completed.

- Guidance Document finalized and published for Guam.
- Educational outreach program for the project ongoing.
- New facility storing and processing household hazardous waste for the island.

Task 5

- New facility continues operation and maintenance of the collection and storage of household hazardous waste.

Task 6

- All Biannual meetings have been completed.
- Preparation of 1st Draft of Final Report.

j. **Within 51 months of the effective date:**

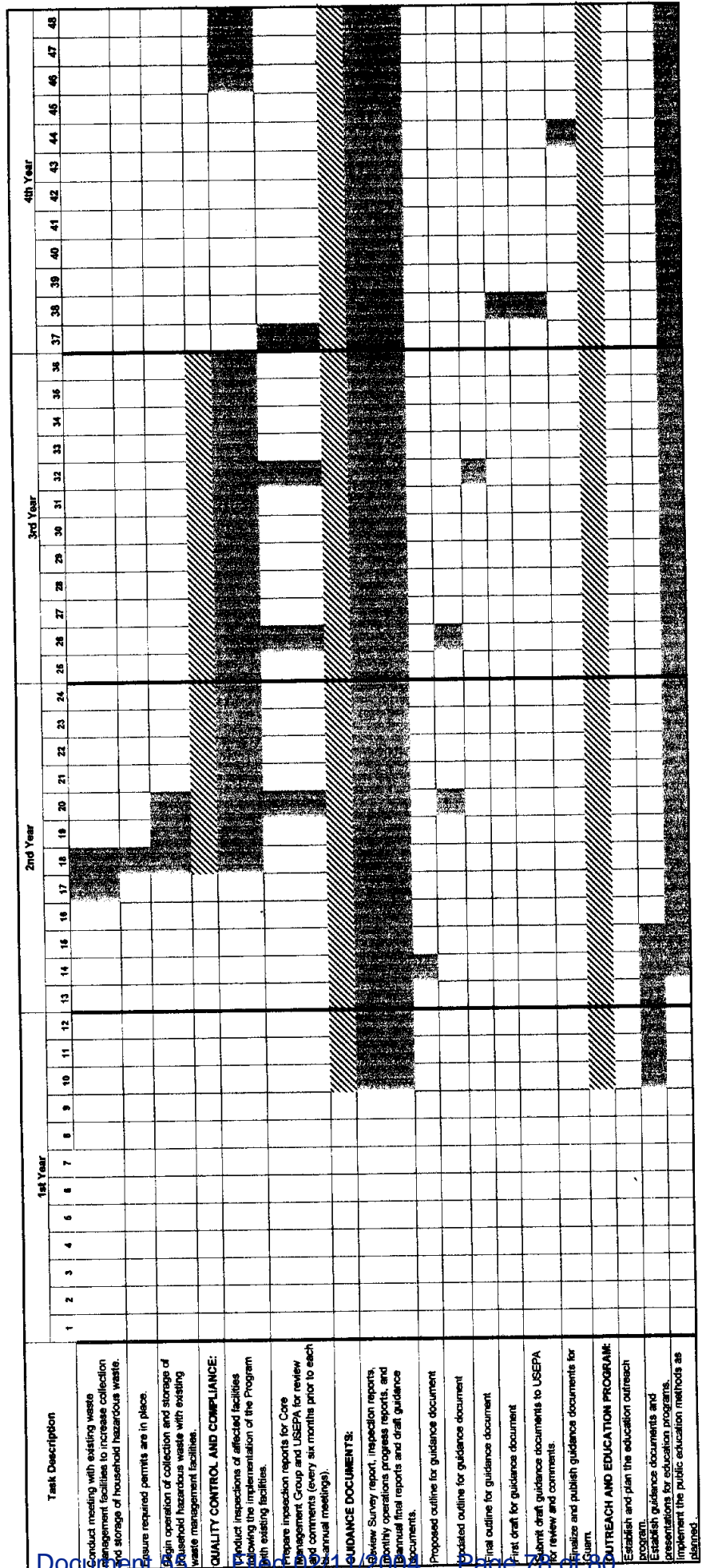
EPA receives completed Final Report of the Pilot Project from Guam EPA.

FIGURE 2 - Timeline

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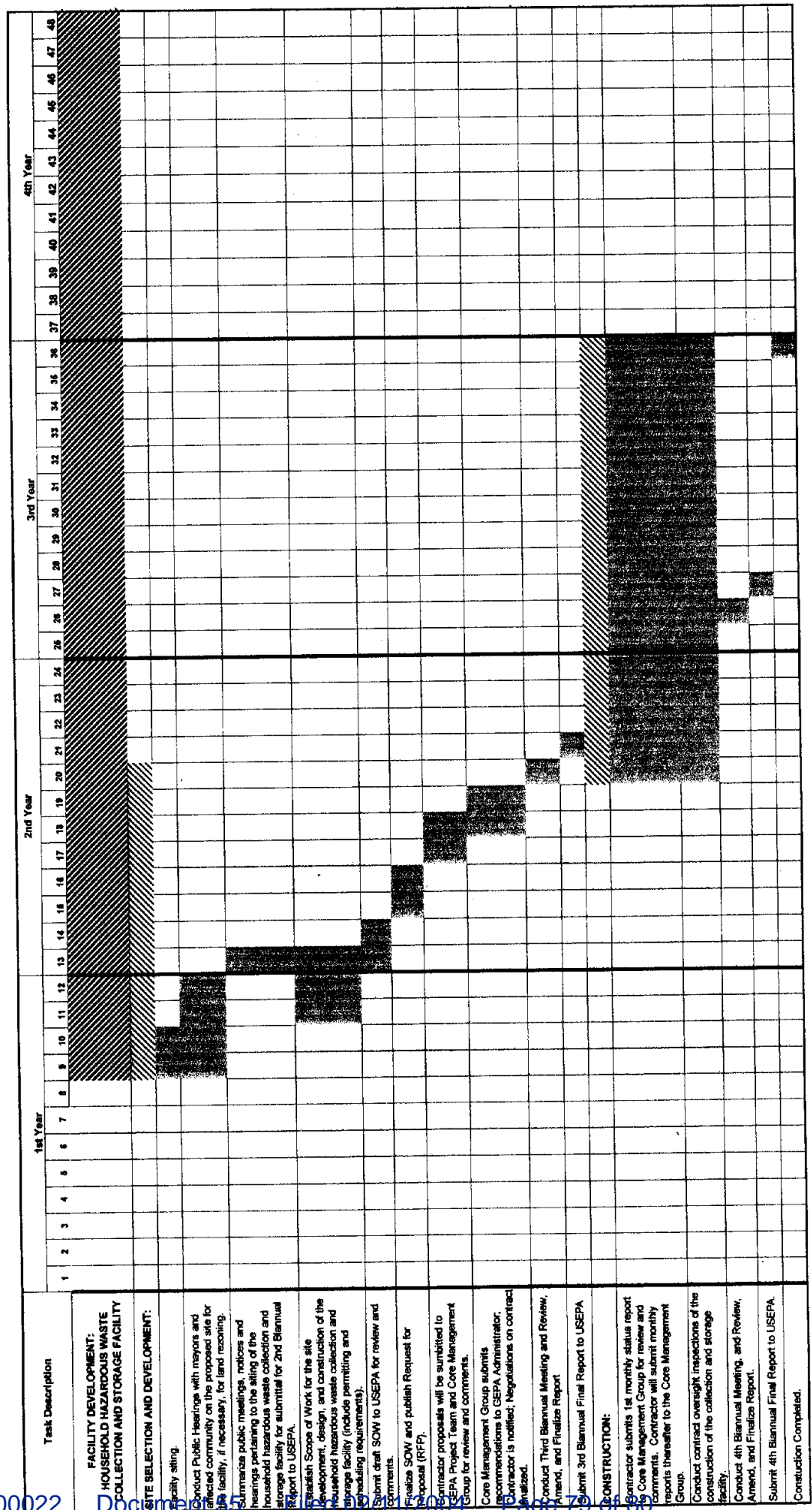
FIGURE 2 - Timeline

Community Waste Diversion Pilot Project
Household Hazardous Waste Program
Timeline



Community Waste Diversion Pilot Project
Household Hazardous Waste Program
Timeline

FIGURE 2 - Timeline



Community Waste Diversion Pilot Project
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FIGURE 2 - Timeline

