

Re: Messages & Communications Doc. No. 38GL-26-1806. To replace.

From Guam Legislature Clerks <clerks@guamlegislature.gov>
Date Tue 1/27/2026 3:41 PM
To 38th Committee On Rules <committeeonrules@guamlegislature.gov>
Cc Rennae Meno <rennae.meno@guamlegislature.gov>

Håfa Adai,

Received, and thank you.



Elijah Untalan
Clerks Office

I Mina'trentai Ocho na Liheslaturan Guåhan
Guam Congress Building, 163 Chalan Santo Papa, Hagåtña, Guam 96910
Voice: (671) 472-3465/3460 Fax: (671) 472-3524
guamlegislature.gov

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Thank you

From: 38th Committee On Rules <committeeonrules@guamlegislature.gov>
Sent: Tuesday, January 27, 2026 3:22 PM
To: Guam Legislature Clerks <clerks@guamlegislature.gov>
Cc: Frank Blas Jr. <speakerblas@guamlegislature.gov>
Subject: Messages & Communications Doc. No. 38GL-26-1806. To replace.

Håfa Adai Clerk's Office,

Please see attached, **Messages & Communications Doc. No. 38GL-26-1806** for processing:

✓	38GL-26-1806	Guam Waterworks Authority	This is a Transmittal to I Liheslaturan Guåhan of Proposed Rules and Regulations pursuant to the Administrative Adjudication Law for the finalized Fats, Oils and Grease (FOG) Control Program.*
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Please retrieve Doc. No. 38GL-26-1806 from link below:
[Messages & Communications Physical Scanned Copy - Google Drive](#)
Kindly reply to this email



Si Yu'os ma'åse',

Marie Crisostomo
Committee on Rules Assistant
COMMITTEE ON RULES

Vice Speaker V. Anthony Ada, Chairperson
I Mina'trentai Ocho Na Liheslaturan Guåhan
38th Guam Legislature

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Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.



Messages and Communications 38GL-26-1806*

2 messages

Speaker Frank Blas Jr. <speakerblas@guamlegislature.gov>

Mon, Jan 26, 2026 at 10:25 AM

To: 38th Committee On Rules <committeeonrules@guamlegislature.gov>, Sabrina Salas Matanane <office.senatorbri@guamlegislature.gov>

Håfa Adai,

Please see attached M&C Doc. No. 38GL-26-1806

38GL-26-1806	Guam Water Works Authority	This is a Transmittal to I Liheslaturan Guåhan of Proposed Rules and Regulations pursuant to the Administrative Adjudication Law for the finalized Fats, Oils and Grease (FOG) Control Program*
--------------	----------------------------	---

Si Yu'os Ma'åse'

Bernice Rivera

Administrative Assistant



Office of Speaker Frank F. Blas, Jr.

I Mina'trentai Ocho na Liheslaturan Guåhan 38th Guam Legislature

Guam Congress Building, 163 Chalan Santo Papa, Hagatña

(671)969-6456

speakerblas@guamlegislature.gov

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----- Forwarded message -----

From: <jsdesoto@guamwaterworks.org>

Date: Fri, Jan 23, 2026 at 3:09 PM

Subject: THIS IS A TRANSMITTAL TO I LIHESLATURAN GUAHAN OF GWA'S PROPOSED RULES AND REGULATIONS PURSUANT TO THE ADMINISTRATIVE ADJUDICATION LAW

To: <speakerblas@guamlegislature.gov>

Cc: <senator.lujan@guamlegislature.gov>, <office.senatorbri@guamlegislature.gov>, Miguel C. Bordallo <mcbordallo@guamwaterworks.org>, <tgrojas@guamwaterworks.org>, Paul J Kemp <paulkemp@guamwaterworks.org>, <aborjagallardes@guamwaterworks.org>, Bianca <jsdesoto@guamwaterworks.org>

Hafa Adai, Honorable Speaker Blas,

In line with our efforts to implement the proposed rules for GWA's Fats, Oils, and Grease (FOG) program into Title 28 through the Guam Administrative Rules Triple A process, the Guam Waterworks Authority respectfully submits its request to the Guam Legislature for its review and action. Please see our General Manager's letter attached for your consideration.

In compliance with 5 G.C.A., Chapter 9 §9303(a)(4), I am providing the link below for access to the full agency electronic record. Additionally, I have repasted the live recording link from our public hearing for your convenience. The required hard copies were also delivered today at 3 p.m.

Live Recording Link: <https://www.youtube.com/@guamccu671>

Agency Record: <https://app.box.com/s/cbjz4sg0c4gmnr6oqz0iralszsjc6x6>

Thank you, and please do not hesitate to contact our General Manager, Miguel C. Bordallo, at 671-300-6846 with any questions you may have.

Kind Regards,

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

LEGAL ANALYST



GUAM WATERWORKS AUTHORITY

Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913


P.O. Box 3010, Hagatna, Guam 96932

Telephone No.: (671) 300-6848

E-mail address: jsdesoto@guamwaterworks.org

2 attachments

 **GWA Transmittal Letter to Legislature MCB.pdf**
915K

 **38GL-26-1806.pdf**
3256K

38th Committee On Rules <committeeonrules@guamlegislature.gov>
To: "Speaker Frank Blas Jr." <speakerblas@guamlegislature.gov>

Mon, Jan 26, 2026 at 10:40 AM

Håfa Adai,

Received, and thank you



Si Yu'os ma'åse',

Marie Crisostomo

Committee on Rules Assistant

COMMITTEE ON RULES

Vice Speaker V. Anthony Ada, Chairperson

I Mina'trentai Ocho Na Liheslaturan Guåhan

38th Guam Legislature

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[Quoted text hidden]



Speaker Frank Blas Jr. <speakerblas@guamlegislature.gov>

THIS IS A TRANSMITTAL TO LIHESLATURAN GUAHAN OF GWA'S PROPOSED RULES AND REGULATIONS PURSUANT TO THE ADMINISTRATIVE ADJUDICATION LAW

7 messages

jsdesoto@guamwaterworks.org <jsdesoto@guamwaterworks.org> Fri, Jan 23, 2026 at 3:09 PM
To: speakerblas@guamlegislature.gov
Cc: senator.lujan@guamlegislature.gov, office.senatorbri@guamlegislature.gov, "Miguel C. Bordallo" <mcbordallo@guamwaterworks.org>, tgrojas@guamwaterworks.org, Paul J Kemp <paulkemp@guamwaterworks.org>, aborjagallardes@guamwaterworks.org, Bianca <jsdesoto@guamwaterworks.org>

Hafa Adai, Honorable Speaker Blas,

In line with our efforts to implement the proposed rules for GWA's Fats, Oils, and Grease (FOG) program into Title 28 through the Guam Administrative Rules Triple A process, the Guam Waterworks Authority respectfully submits its request to the Guam Legislature for its review and action. Please see our General Manager's letter attached for your consideration.

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Live Recording Link: <https://www.youtube.com/@guamccu671>

Agency Record: <https://app.box.com/s/cbjz4sg0c4gmmr6oqz0iralszjsic6x6>

Thank you, and please do not hesitate to contact our General Manager, Miguel C. Bordallo, at 671-300-6846 with any questions you may have.

Doc Type: 38GL-26-1806
OFFICE OF THE SPEAKER
FRANK F. BLAS, JR.

January 23, 2026

Time: 3:09 PM

Received: *PK*

Kind Regards,

Jeramine 'Bianca' DeSoto

LEGAL ANALYST



GUAM WATERWORKS AUTHORITY

Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913

P.O. Box 3010, Hagatna, Guam 96932

Telephone No.: (671) 300-6848

E-mail address: jsdesoto@guamwaterworks.org



GWA Transmittal Letter to Legislature MCB.pdf
915K

Speaker Frank Blas Jr. <speakerblas@guamlegislature.gov>

Fri, Jan 23, 2026 at 3:42 PM

To: jsdesoto@guamwaterworks.org

Cc: senator.lujan@guamlegislature.gov, office.senatorbri@guamlegislature.gov, "Miguel C. Bordallo"

<mcbordallo@guamwaterworks.org>, tgrojas@guamwaterworks.org, Paul J Kemp <paulkemp@guamwaterworks.org>, aborjagallardes@guamwaterworks.org, Bianca <jsdesoto@guamwaterworks.org>

Hafa Adai,

Confirming receipt of your transmittal.

Si Yu'os Ma'åse'

Judy Shockley
Office Administrator



Office of Speaker Frank F. Blas, Jr.

I Mina'trentai Ocho na Liheslaturan Guåhan 38th Guam Legislature

Guam Congress Building, 163 Chalan Santo Papa, Hagatña

(671)969 6456

speakerblas@guamlegislature.gov

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[Quoted text hidden]

Speaker Frank Blas Jr. <speakerblas@guamlegislature.gov>

Fri, Jan 23, 2026 at 3:43 PM

To: jsdesoto@guamwaterworks.org

Cc: senator.lujan@guamlegislature.gov, office.senatorbri@guamlegislature.gov, "Miguel C. Bordallo"

<mcbordallo@guamwaterworks.org>, tgrojas@guamwaterworks.org, Paul J Kemp <paulkemp@guamwaterworks.org>, aborjagallardes@guamwaterworks.org, Bianca <jsdesoto@guamwaterworks.org>

Hafa Adai,

Confirming receipt of your transmittal.

Si Yu'os Ma'åse'

Bernice Rivera

Administrative Assistant



Office of Speaker Frank F. Blas, Jr.

I Mina'trentai Ocho na Li Heshlaturan Guahan 38th Guam Legislature

Guam Congress Building, 163 Chalan Santo Papa, Hagatña

(671)969-6456

speakerblas@guamlegislature.gov

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On Fri, Jan 23, 2026 at 3:09 PM <jsdesoto@guamwaterworks.org> wrote:

[Quoted text hidden]

Speaker Frank Blas Jr. <speakerblas@guamlegislature.gov>

To: senators@guamlegislature.gov

Fri, Jan 23, 2026 at 3:46 PM

Hafa Adai Honorable Senators,

Please see attached GWA's Proposed Rules and Regulations for your reference.

Si Yu'os Ma'ase'

Bernice Rivera

Administrative Assistant



Office of Speaker Frank F. Blas, Jr.

I Mina'trentai Ocho na Liheslaturan Guahan 38th Guam Legislature

Guam Congress Building, 163 Chalan Santo Papa, Hagatña

(671)969-6456

speakerblas@guamlegislature.gov

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[Quoted text hidden]

GWA Transmittal Letter to Legislature MCB.pdf
915K

Senator Sabina Perez <senator.perez@guamlegislature.gov>
To: "Speaker Frank Blas Jr." <speakerblas@guamlegislature.gov>

Sat, Jan 24, 2026 at 7:04 PM

Hafa adai Bernie,

Would this transmittal be uploaded to Messages and Communications on the Guam Legislature website?

Si Yu'os ma'ase,

Senator Perez

[Quoted text hidden]

--



Senator Sabina Flores Perez

Office of Senator Sabina Perez

38th Guam Legislature • I Mina'Trentai Ocho na Liheslaturan Guahan

Tel: (671) 989-2968

Email: senator.perez@guamlegislature.gov

Website: senator-perez.com

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Speaker Frank Blas Jr. <speakerblas@guamlegislature.gov>
To: Senator Sabina Perez <senator.perez@guamlegislature.gov>

Sat, Jan 24, 2026 at 8:04 PM

Håfa Adai Senator Perez,

Yes, it will be processed first thing Monday morning.

Si Yu'os Ma'åse'

Bernice Rivera
Administrative Assistant



Office of Speaker Frank F. Blas, Jr.

I Mina'trentai Ocho na Liheslaturan Guåhan 38th Guam Legislature

Guam Congress Building, 163 Chalan Santo Papa, Hagatña

(671)969 6456
speakerblas@guamlegislature.gov

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[Quoted text hidden]

Senator Sabina Perez <senator.perez@guamlegislature.gov>
To: "Speaker Frank Blas Jr." <speakerblas@guamlegislature.gov>

Sat, Jan 24, 2026 at 8:49 PM

Hafa adai Speaker Blas,

Si Yu'os ma'ase for your quick reply and assistance.

Best wishes,

Senator Perez
[Quoted text hidden]

GUAM WATERWORKS AUTHORITY

Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913

P.O. Box 3010, Hagåtña, Guam 96932

Tel. No. (671) 300-6846/47 Fax No. (671) 648-3290

January 22, 2026

Honorable Speaker Frank F. Blas Jr.
Speaker, 36th Guam Legislature
Guam Congress Building
163 W. Chalan Santo Papa,
Hagatna, Guam 96910
Tel: (671) 969-6456

Honorable Senator Jesse A. Lujan
Chairperson, Committee on Transportation, Tourism,
Customs, Utilities and Federal & Foreign Affairs
(*GWA Oversight Chairman*)
Calvo Arriola Bldg. St 101-A
259 Martyr Street
Hagatna, Guam 96910
Tel: (671) 969-6525



38GL-26-1806
Messages and Communications

RECEIVED
COMMITTEE ON RULES
January 26, 2026

10:25 a.m.
Marie Crisostomo

SUBJECT: THIS IS A TRANSMITTAL TO I LIHESLATURAN GUÅHAN OF PROPOSED RULES AND REGULATIONS PURSUANT TO THE ADMINISTRATIVE ADJUDICATION LAW.

Honorable Speaker Blas,

In compliance with the Civil Case No. 24-00004 and Paragraph 40 of the Partial Consent Decree (PCD) requirement, the Guam Waterworks Authority (GWA) respectfully submits for your review and approval the finalized Fats, Oils, and Grease (FOG) Control Program, consistent with the guidelines outlined in the Administrative Adjudication Act (Triple A). Attached you will find the proposed rules for the GWA's FOG Program, together with the resulting amendments to Title 28, Guam Administrative Rules and Regulations (GAR), Chapter 2, Article 1.

This submission is made in accordance with the Triple A, specifically 5 G.C.A. Chapter 9, §9303(a)(4), (b), (c) and (d), which requires the filing of our proposed rules and an agency record for legislative approval, disapproval, or amendment within ninety (90) calendar days upon receipt.

GWA's FOG Control Program is designed to assist customers in effectively managing and reducing the discharge of fats, oils, and grease from their premises into GWA's wastewater system. Pursuant to paragraph 40 of the PCD, the program shall also minimize the potential SSO's (sewer system overflows) caused by FOG that complies with 40 C.F.R. Part 403. Upon adoption of the proposed rules, GWA will implement inspections that incorporate both educational outreach and enforcement. The enforcement component includes a system of progressive penalties for repeat or serious violations.

Pursuant to 5 G.C.A. §9301(a), a public hearing was held for the proposed rules on November 17, 2025. GWA advertised two notices in compliance with the Open Government Law and posted a live recording of the hearing on the CCU's website at <https://www.youtube.com/@guamccu671>.

To support your review, and in compliance with 5 G.C.A. §9303(a)(4), GWA hereby certifies that the enclosed record is true, complete, and includes the following:

1. Printed and PDF versions of the proposed rules and regulations
2. Printed and PDF versions of the complete agency record, including:
 - a. Minutes and resolutions reflecting Board approval of the proposed rules
 - b. Economic Impact Statement Waiver
 - c. Transcript of the public hearing on the proposed rules
 - d. Printed and PDF versions of the proposed rules and regulations as revised after the public hearing
3. Written approval of the proposed rules by the Governor of Guam and her Legal Counsel as to policy.
4. Written approval of the proposed rules and agency record by the office of the Attorney General as to constitutionality, compliance with this Act, and compliance with the statutory authority for promulgation of rules.

Should you have any questions or require additional information, please contact me at mcbordallo@guamwaterworks.org or GWA Legal Counsel at tgrojas@guamwaterworks.org. I am also available at (671) 300-6846 should you wish to speak with me directly.

Respectfully,



Miguel C. Bordallo, P.E.
General Manager

Enclosures: GWA Proposed Rules – FOG Packet

cc: Senator Sabrina Salas Matanane, Legislative Secretary 38th Guam Legislature
Theresa G. Rojas, GWA Legal Counsel
Paul J. Kemp, Assistant General Manager – Compliance & Safety



GUAM WATERWORKS AUTHORITY

Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913

P.O. Box 3010, Hagåtña, Guam 96932

Tel. No. (671) 300-6846/47 Fax No. (671) 648-3290

**THIS IS A TRANSMITTAL TO I LIHESLATURAN GUAHAN OF PROPOSED RULES
AND REGULATIONS PURSUANT TO THE ADMINISTRATIVE ADJUDICATION
LAW**

**GWA Proposed Rules: Fats, Oils,
and Grease (FOG) Control Program
with Amendments to Title 28 of
GARR**



GUAM WATERWORKS AUTHORITY

Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913
P.O. Box 3010, Hagåtña, Guam 96932
Tel. No. (671) 300-6846/47 Fax No. (671) 648-3290

January 22, 2026

**OFFICE OF THE SPEAKER
FRANK F. BLAS JR.**

Honorable Speaker Frank F. Blas Jr.
Speaker, 36th Guam Legislature
Guam Congress Building
163 W. Chalan Santo Papa,
Hagatna, Guam 96910
Tel: (671) 969-6456

JAN 23 2026

Time: 2:05 pm

Received: MLJ

Honorable Senator Jesse A. Lujan
Chairperson, Committee on Transportation, Tourism,
Customs, Utilities and Federal & Foreign Affairs
(*GWA Oversight Chairman*)
Calvo Arriola Bldg. St 101-A
259 Martyr Street
Hagatna, Guam 96910
Tel: (671) 969-6525

SUBJECT: THIS IS A TRANSMITTAL TO I LIHESLATURAN GUÅHAN OF PROPOSED RULES AND REGULATIONS PURSUANT TO THE ADMINISTRATIVE ADJUDICATION LAW.

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To support your review, and in compliance with 5 G.C.A. §9303(a)(4), GWA hereby certifies that the enclosed record is true, complete, and includes the following:

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3. Written approval of the proposed rules by the Governor of Guam and her Legal Counsel as to policy.
4. Written approval of the proposed rules and agency record by the office of the Attorney General as to constitutionality, compliance with this Act, and compliance with the statutory authority for promulgation of rules.

Should you have any questions or require additional information, please contact me at mcbordallo@guamwaterworks.org or GWA Legal Counsel at tgrojas@guamwaterworks.org. I am also available at (671) 300-6846 should you wish to speak with me directly.

Respectfully,



Miguel C. Bordallo, P.E.
General Manager

Enclosures: GWA Proposed Rules – FOG Packet

cc: Senator Sabrina Salas Matanane, Legislative Secretary 38th Guam Legislature
Theresa G. Rojas, GWA Legal Counsel
Paul J. Kemp, Assistant General Manager – Compliance & Safety



GUAM WATERWORKS AUTHORITY

Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913

P.O. Box 3010, Hagåtña, Guam 96932

Tel. No. (671) 300-6848 Fax No. (671) 648-3290

LETTER OF TRANSMITTAL

Date:	January 23, 2026		
To:	Honorable Speaker Frank F. Blas Jr.	From:	GWA Legal Office
		By:	Bianca DeSoto
Re:	GWA Title 28 Amendments/ FOG Program: Triple A		
Subject:	Legislative Approval of Proposed Rules – Title 28 GAR, Chapter 2, Article I and FOG Program	Items:	See below details

We are lending the following:

Item	Set	Description
		1. Proposed Rules - Title 28
		2. 2-1 GWA_Partial CD
		3. GWA Para 22 Force Main Plan. USEPA Approval/ GWA Para 40 FOG Control Program.USPEA Approval AND GWA-FOG-Manual 10.30.2025
		4. AGENDA - CCU Regular Meeting 10-28-25
		5. AGENDA Amended - CCU Regular Meeting 10-28-25
		6. GWA Res. 02-FY2026 Rel. to App. the Adoption of a Comprehensive FOG Control Program Pursuant to PC D
		7. Res. 02-FY2026 Justification Summary-FOG Control Program
		8. 2025-10.31 Screenshot - Post Digital Announcement 8. 2025-10.31 PDN_1st Announcement 8. 2025-10.31 PDN _1st Announcement POST
		9. 2025-11.08 Facebook Notice / Instagram/ PDN Digital Announcement
		10. 2025-11.08 PDN_Amended/ 2025-11.08 POST_Amended / 2025-11.08 Public Notice Portal
		11. 2025-11.14 PDN Digital Announcement/ 2025-11.14 POST_2nd Announcement/ 2025-11.14 Public Notice Portal
		12. FOG Hearing Agenda 11.17.2025
		13. Preliminary Cost Impact Statement
		14. GWA_FOG_Program Presentation Slide_public hearing
		15. Testimony Sign In Sheet
		16. Attendance Sign In Sheet
		17. 2025-11.28 CCU Mtg MINUTES - Approved 12-04-25
		18. GWA Public Hearing 11.17.2025 Transcript_Title 28 Amendments
		19. 2025-12.12 Title28_Post Public Hearing Changes
		20. 2026-01.05 Governor's Approval Letter
		21. 2026-01.22 AG Office Approval Letter

These are transmitted as indicated below:

<input checked="" type="checkbox"/> For Approval <input type="checkbox"/> For your use <input type="checkbox"/> For Review and Comment <input type="checkbox"/> For Signature	<input type="checkbox"/> As Requested <input type="checkbox"/> Approved as Submitted <input type="checkbox"/> Approved as Noted <input type="checkbox"/> Returned for Correction	<input type="checkbox"/> Resubmit __ copies for approval <input type="checkbox"/> Submit __ copies for distribution <input type="checkbox"/> Return __ corrected prints <input checked="" type="checkbox"/> Other: Service of document
--	---	---



GUAM WATERWORKS AUTHORITY

Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913
 P.O. Box 3010, Hagåtña, Guam 96932
 Tel. No. (671) 300-6848 Fax No. (671) 648-3290

LETTER OF TRANSMITTAL

Date:	January 23, 2026		
To:	Honorable Speaker Frank F. Blas Jr.	From:	GWA Legal Office
		By:	Bianca DeSoto
Re:	GWA Title 28 Amendments/ FOG Program: Triple A		
Subject:	Legislative Approval of Proposed Rules – Title 28 GAR, Chapter 2, Article 1 and FOG Program	Items:	See below details

We are lending the following:

Item	Set	Description
		1. 2026-01.05 Governor's Approval Letter
		2. 2026-01.22 AG Office Approval Letter
		3. Proposed Rules - Title 28
		4. 2-1 GWA_Partial CD
		5. GWA Para 22 Force Main Plan. USEPA Approval/ GWA Para 40 FOG Control Program.USPEA Approval AND GWA-FOG-Manual 10.30.2025
		6. AGENDA - CCU Regular Meeting 10-28-25
		7. AGENDA Amended - CCU Regular Meeting 10-28-25
		8. GWA Res. 02-FY2026 Rel. to App. the Adoption of a Comprehensive FOG Control Program Pursuant to PCD
		9. Res. 02-FY2026 Justification Summary-FOG Control Program
		10. 2025-10.31 Screenshot - Post Digital Announcement
		10. 2025-10.31 PDN_1st Announcement
		10. 2025-10.31 PDN_1st Announcement
		11. 2025-11.08 Facebook Notice / Instagram/ PDN Digital Announcement
		12. 2025-11.08 PDN_Amended/ 2025-11.08 POST_Amended / 2025-11.08 Public Notice Portal
		13. 2025-11.14 PDN Digital Announcement/ 2025-11.14 POST_2nd Announcement/ 2025-11.14 Public Notice Portal
		14. FOG Hearing Agenda 11.17.2025
		15. Preliminary Cost Impact Statement
		16. GWA_FOG_Program Presentation Slide_public hearing
		17. Testimony Sign In Sheet
		18. Attendance Sign In Sheet
		19. 2025-11.28 CCU Mtg MINUTES - Approved 12-04-25
		20. GWA Public Hearing 11.17.2025 Transcript_Title 28 Amendments
		21. 2025-12.12 Title28_Post Public Hearing Changes

These are transmitted as indicated below:

<input checked="" type="checkbox"/> For Approval	<input type="checkbox"/> As Requested	<input type="checkbox"/> Resubmit __ copies for approval
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OFFICE OF LEGAL COUNSEL

Ufisinan I Maga'hågan Guåhan
OFFICE OF THE GOVERNOR

LOURDES A. LEON GUERRERO
GOVERNOR OF GUAM

JOSHUA F. TENORIO
LIEUTENANT GOVERNOR OF GUAM

TRANSMITTED VIA CENTRAL FILES

January 5, 2026

MIGUEL BORDALLO, P.E.
General Manager
Guam Waterworks Authority
578 North Marine Corps Drive
Tamuning, Guam 96913
mcbordallo@guamwaterworks.org
(671) 300-6846

RE: FOG PROGRAM AND PROPOSED AMENDMENTS | CF#2025-25039

Håfa Adai General Manager Bordallo:

The following document is transmitted with the signature of *I Maga'hågan Guåhan*:

GUAM WATERWORKS AUTHORITY (GWA) | CF#2025-25039
Relative to the Approval and Recommendation of the Implementation of the FOG Program
and the Proposed Amendments to Title 28 GAR, Chapter 2, Article 1

Any questions or concerns can be sent directly to the Office of Legal Counsels via email at legal@guam.gov. You may also call our office at (671) 473-1117/8.

Senseramente,


JEFFREY A. MOOTS
Legal Counsel

Enclosure(s): Agreement | CF#2025-25039

cc via email: *I Maga'hågan Guåhan*
I Sigundo Maga'låhen Guåhan

LOURDES A. LEON GUERRERO
GOVERNOR



JOSHUA F. TENORIO
LT. GOVERNOR

UFISINAN I MAGA'HĀGAN GUĀHAN
OFFICE OF THE GOVERNOR OF GUAM

In accordance with 5 GCA § 9303(a)(2), the Guam Waterworks Authority (GWA) submitted for my review and approval its proposed Administrative Rules and Regulations. These proposed rules and regulations were required by Public Law No. 35-39.

The submission included:

- One duplicate printed copy
- One electronic copy
- A copy of the agency record, including the transcript of the public hearing, as required by law
- Preliminary Cost Impact Assessments

After review of the submitted documents, I approve the proposed administrative rules and regulations.

Senseramente

A handwritten signature in black ink, appearing to read "Lourdes A. Leon Guerrero".

LOURDES A. LEON GUERRERO
Maga'hāgan Guāhan
Governor of Guam



Ref: GWA 25-0624

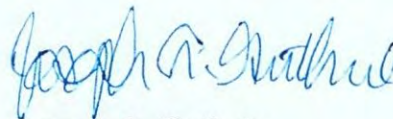
To: Miguel C. Bordallo, P.E.
General Manager
Guam Waterworks Authority

Fr: Joseph A. Guthrie
Chief Deputy Attorney General

Re: Relative to the Approval and Recommendation of the Implementation of the FOG Program and the Proposal Amendments to Title 28 GAR, Chapter 2, Article I

Date: January 22, 2026

The Office of the Attorney General ("OAG") is in receipt of your December 12 letter pertaining to the above-referenced matter. We have reviewed the records submitted and have determined that it is in accordance with Guam's Administrative Adjunction Act.



Joseph A. Guthrie
Chief Deputy Attorney General

Office of the Attorney General
Douglas B. Moylan · Attorney General of Guam

134 W Soledad Avenue, Ste 302 · Hagåtña, Guam 96910 · USA
671-475-2709 671-475-2493 (fax) solicitors@oagguam.org www.guamattorneygeneral.org
"Guam's Toughest Law Enforcers"

28 GAR – PUBLIC UTILITIES
CH. 2 - GUAM WATERWORKS AUTHORITY

AN ACT TO *AMEND* SECTIONS § 2101, § 2102, § 2103, § 2104, § 2105, § 2106, § 2107, § 2108, § 2109, § 2110, § 2111, § 2112, § 2113, § 2114, § 2115, § 2116, § 2117, § 2118, § 2119, § 2120, § 2121 AND § 2123 AND TO *ADD* NEW § 2120.1, AND § 2123 TO ARTICLE 1, CHAPTER 2, TITLE 28, GUAM ADMINISTRATIVE RULES AND REGULATIONS,

1 **BE IT ENACTED BY THE PEOPLE OF GUAM:**

2 **Section 1. Legislative Findings and Intent.**

3 **Section 2.** § 2101, Article 1, Chapter 2, Title 28, of the Guam
4 Administrative Rules and Regulations, is hereby *amended* to read:

5 **§ 2101. Authority and Purpose.**

6 (a) ~~5 G.C.A., Section 56108~~ 12 G.C.A., Section 14104 grants ~~authorizes~~ the
7 Guam Waterworks Authority (“GWA”) broad powers over the production,
8 treatment, transmission, storage and distribution of drinking water and the
9 collection, treatment and disposition of wastewater in the Territory of Guam. In
10 order to efficiently administer and enforce those powers, GWA is authorized to
11 adopt its own rules and regulations and fee schedules for any violation subject to
12 presentation and approval by its Board and which rules, regulations, and fee
13 schedules may be amended in future only upon presentation and approval by the
14 Board. ~~to prescribe rules and regulations, including matters pertaining to business~~
15 ~~management as may be necessary for the proper and efficient operation of the~~
16 ~~Agency. Such rules and regulations shall include, but not be limited to, the manner~~
17 ~~in which charges for utility services and installation shall be paid to the Agency.~~

1 (b) These rules and regulations set forth uniform requirements for Users of
2 GWA’s Water Service and Publicly Owned Treatment Works (“POTW”), and
3 enables GWA to comply with all applicable Federal laws, including the Clean Water
4 Act (33 United States Code [U.S.C.] section 1251 et seq.) and the General
5 Pretreatment Regulations (Title 40 of the Code of Federal Regulations [CFR] Part
6 403). The objectives of these rules and regulations are:

7 (1) To prevent the introduction of Pollutants into GWA’s POTW
8 that will interfere with its operation;

9 (2) To prevent the introduction of Pollutants into GWA’s POTW
10 that will Pass Through the POTW, inadequately treated, into receiving waters,
11 or otherwise be incompatible with GWA’s POTW;

12 (3) To protect both GWA’s personnel who may be affected by
13 Wastewater and sludge in the course of their employment and the general
14 public;

15 (4) To promote the reuse and recycling of Industrial Wastewater and
16 sludge from the POTW; and

17 (5) To enable GWA to comply with its National Pollutant Discharge
18 Elimination System Permit conditions, sludge use and disposal requirements,
19 and any other Federal laws to which GWA is subject.

20 These rules and regulations shall apply to all Users of GWA. These
21 rules and regulations authorize the issuance of individual wastewater
22 discharge permits or general permits; provide for monitoring, compliance, and
23 enforcement activities; establish administrative review procedures; and
24 require User reporting.

25 ~~(b)~~(c) Violation of any rule or regulation, upon notice and opportunity to be
26 heard being given to the violator, shall be sufficient cause for discontinuance or

1 suspension or refusal to establish service by the Authority of the services rendered
2 to the violator.

3 ~~(e)~~(d) Powers and Authority of GWA Inspectors or Agents of ~~the~~-GWA. The
4 GWA Inspectors and other duly authorized employees of ~~the~~-GWA bearing proper
5 credentials and identification shall be permitted to enter all premises for the purposes
6 of inspection, observation, measurement, sampling, and testing pertinent to the water
7 system and discharge to the ~~community system~~-POTW, in accordance with these
8 provisions.

9 (1) The GWA Inspectors or other duly authorized GWA employees
10 are authorized to obtain information concerning industrial processes which
11 have a direct bearing on the kind and source of ~~d~~-Discharge to the wastewater
12 collection system.

13 (2) The GWA Inspectors and other duly authorized GWA employees
14 ~~of the GWA~~ bearing proper credentials and identification shall be permitted
15 to enter all premises through which GWA holds a duly negotiated easement
16 for the purposes of, but not limited to, inspection, observation, measurement,
17 sampling, repair, and maintenance of any portion of the water and/or
18 wastewater facilities lying within the easement. All entry and subsequent
19 work, if any, on ~~the said~~-easement, shall be done in full accordance with the
20 terms of the duly negotiated easement pertaining to the premises involved.

21 ~~(d)~~(e) The purpose of these rules and regulations is to establish practices
22 governing the provision of ~~water~~ Water Services and Public Sewer System
23 ~~wastewater~~ services and to define mutual obligations between GWA and its
24 Customers. This includes, but is not limited to, providing for such hearing
25 procedures as will adequately protect rights of affected persons under the
26 ~~constitution~~-Constitution of the ~~Untied~~-United States and the Guam Organic Act.

1 **Section 3.** § 2102, Article 1, Chapter 2, Title 28, of the Guam Administrative
2 Rules and Regulations, is hereby *amended* to read:

3 **§ 2102. Definitions.**

4 (a) For the purpose of these Rules and Regulations, unless it is evident from
5 the context that a different meaning is intended, certain words and phrases used
6 herein are defined as follows:

7 (1) The Act or Clean Water Act shall mean the Federal Water Pollution
8 Control Act, 33 U.S.C. §§1251-1387.

9 ~~(1)(2) The Agency or GWA shall mean the Guam Waterworks Authority.~~
10 ~~GWA is the Guam Waterworks Authority.~~

11 ~~(2)~~ *Applicant* is a person, firm, partnership, corporation or association or
12 agency requesting GWA to supply water and/or sewer service.

13 ~~(3)~~ *Application* is a written or electronic request to GWA for water and/or
14 sewer service, as distinguished from an inquiry as to the availability or charges for
15 such service.

16 (4) The Authority or GWA shall mean the Guam Waterworks Authority.

17 (5) Authorized or Duly Authorized Representative of the User.

18 (i) If the User is a corporation:

19 (a) The president, secretary, treasurer, or a vice-president of
20 the corporation in charge of a principal business function, or any other
21 person who performs similar policy or decision-making functions for
22 the corporation; or

23 (b) The manager of one or more manufacturing, production,
24 or operating facilities, provided the manager is authorized to: (1) make
25 management decisions that govern the operation of the regulated
26 facility including having the explicit or implicit duty of making major

1 capital investment recommendations, and (2) initiate and direct other
2 comprehensive measures to assure long-term environmental
3 compliance with environmental laws and regulations; (3) can ensure
4 that the necessary systems are established or actions taken to gather
5 complete and accurate information for individual wastewater discharge
6 permit requirements; and (4) where authority to sign documents has
7 been assigned or delegated to the manager in accordance with corporate
8 procedures.

9 (ii) If the User is a partnership or sole proprietorship: a general
10 partner or proprietor, respectively.

11 (iii) If the User is a Federal or local government facility: a director or
12 highest official appointed or designated to oversee the operation and
13 performance of the activities of the government facility, or their designee.

14 (iv) The individuals described in subparagraphs i through iii above,
15 may designate a Duly Authorized Representative if the authorization is in
16 writing, the authorization specifies the individual or position responsible for
17 the overall operation of the facility from which the Discharge originates or for
18 environmental matters for the company, and the written authorization is
19 submitted to GWA.

20 (6) Best Management Practices (BMPs) are schedules of activities,
21 prohibitions of practices, maintenance procedures, and other management practices
22 to implement the prohibitions listed in 40 CFR § 403.5(a)(1) and (b) and GAR
23 Chapter 2. BMPs include treatment requirements, operating procedures, and
24 practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or
25 drainage from raw materials storage.

1 ~~(4)~~(7) *BOD₅* (~~denoting~~ Biochemical Oxygen Demand) shall mean the quantity
2 of oxygen utilized in the biochemical oxidation of organic matter under standard
3 laboratory procedure in five (5) days at 20 degrees centigrade, expressed in
4 milligrams per liter.

5 ~~(5)~~(8) *Bounty* is the amount paid to any individual who reports an illegal water
6 and/or sewer ~~hookup~~ connection.

7 ~~(6)~~(9) *Building ~~s~~ Sewer* shall mean that portion of a sewer, normally privately
8 owned and installed, between a building and its connection with the ~~p~~ Public ~~s~~ Sewer
9 at the street right of way line, easement boundary, or other designated point.

10 (10) *Bypass* shall mean the intentional diversion of Wastewater from any
11 portion of a User's facility as defined in 40 CFR § 122.41(m).

12 (11) *Chemical Oxygen Demand (COD)* is a measure of the oxygen required
13 to oxidize all compounds, both inorganic and organic, in water.

14 ~~(7)~~(12) *Chief Engineer* shall mean the person holding the office of Chief
15 Engineer, ~~Water or Wastewater~~ in the Engineering Division, Guam Waterworks
16 Authority.

17 (13) *The Code of Federal Regulations (CFR)* is the codification of the
18 general and permanent rules and regulations (sometimes called administrative law)
19 published in the Federal Register by the executive departments and agencies of the
20 federal government of the United States.

21 ~~(9)~~(14) *Collection ~~##~~ Main* is a sewer main of GWA from which service
22 collection lines are extended to ~~e~~ Customers.

23 ~~(12)~~(15) *Cost of ~~s~~ Service ~~e~~ Connection* shall mean the sum of the cost of
24 the labor, materials, transportation, equipment, and road repair, if any, and other
25 incidental charges necessary for the complete installation of a service connection,
26 but excluding the cost of the meter and meter box.

1 ~~(13)~~(16) *Cross-connection* shall mean any direct or indirect connection
2 between any part of a potable water system and any other environment that contains
3 contaminating substances that may allow such substances to enter the potable water
4 system-physical arrangement whereby a public water supply system, sewer, drain,
5 conduit, pool, storage reservoir, plumbing fixture, or other device which contains
6 contaminated water, Sewage, or other waste or liquid of unknown or unsafe quality
7 or agricultural injection methods employed on the Customer's premises served by
8 GWA which may be capable of importing contamination to the public water supply
9 as a result of backflow. Bypass arrangements, jumper connections, removable
10 sections, swivel or changeover devices, and other temporary or permanent devices
11 through which, or because of which, "backflow" could occur, are considered to be
12 Cross-Connections.

13 ~~(10)~~(17) ~~Consumer or~~*Customer* shall mean the person, firm, partnership,
14 corporation or association, regardless of government-connected status as well as any
15 governmental department, whose name appears on the records of the Guam
16 Waterworks Authority as the party responsible and liable for receiving water and/or
17 Wastewater service. The ~~consumer~~*Customer* shall be the owner of the property to
18 be served or a lawful tenant or agent of the owner regardless of the identity of the
19 actual user of the service.

20 ~~(11)~~(18) ~~Consumer's~~*Customer's Water p*-*Pipe* shall mean the pipe
21 extending from the Customer's ~~Consumer's~~ side of the water meter.

22 (19) *Domestic User* is a producer of domestic Wastewater, including waste
23 and Wastewater from humans or household operations that are discharged to or
24 otherwise enter a POTW.

25 ~~(14)~~(20) *Elderly p*-*Person* as determined by Guam statutes.

1 ~~(15)~~(21) ~~Electrical g~~Grounding shall mean the connection by an electric
2 conductor of any electric appliance or electric machinery to the water system of
3 GWA.

4 ~~(16)~~(22) ~~Escrow~~ shall mean cash held in trust by GWA.

5 (23) Existing Source shall mean a source of discharge that is not a “New
6 Source.”

7 (24) Fats, Oils, and Grease (FOG) are animal and plant derived substances
8 that may solidify or become viscous between the temperatures of 32°F and 150°F
9 (0°C to 65°C), and that separate from Wastewater by gravity.

10 (25) Fats, Oils, and Grease (FOG) Hauler is a GEPA licensed and GWA
11 permitted hauler who transports collected FOG to disposal facilities or incinerators.

12 ~~(17)~~(26) ~~Fire h~~Hydrant fFee is a charge to recover costs incurred to
13 periodically replace fire hydrants as well as the costs of maintaining them.

14 (27) Food Service Establishment (FSE) shall mean any facility or lessor to
15 a facility preparing and/or serving food for commercial use or sale, including but not
16 limited to, restaurants, coffee shops, public or private school cafeterias, lunchrooms,
17 luncheonettes, lunch-counters, in-plant or employee eating establishments, bars,
18 cafes, taverns, sandwich stands, drink stands, temporary food service establishment
19 (if connected to GWA sewer), mobile food service establishment, food preparation
20 kitchens, any cafeteria or similar facility and any other eating establishment with
21 food preparation such as organizations, clubs, boardinghouses, guesthouses, or
22 concession within any public market which gives or sells food or beverages to the
23 public, guests, patrons or employees, as well as kitchens in which food is prepared
24 on the premises for serving elsewhere including cafeteria functions, home
25 manufacturers and caterers, and home food industries, and food packaging, meat
26 processing, and meat packing facilities.

1 ~~(18)~~(28) *Force ~~m~~-Majeure* shall mean any cause against which GWA
2 could not have reasonably foreseen or made provision for, including but not limited
3 to, acts of God and sudden actions of the elements, such as floods, typhoons,
4 earthquakes or tornadoes or in the case of war or acts of the public enemy.

5 ~~(19)~~(29) *Garbage* shall mean solid wastes from the domestic and
6 commercial preparation, cooking, and dispensing of food, and from the handling,
7 storage, and sale of produce.

8 ~~(8)~~(30) ~~Chief Officer~~*General Manager* shall mean the person holding
9 the office of the ~~Chief Officer~~*General Manager* of the Guam Waterworks Authority.

10 ~~(20)~~(31) *GEPA* is the Guam Environmental Protection Agency.

11 (32) *Grab Sample* shall mean a sample that is taken from a waste stream
12 without regard to the flow in the waste stream and over a period of time not to exceed
13 fifteen (15) minutes.

14 (33) Gray Water - Domestic wastewater that contains no human waste.

15 (34) *Grease Interceptor* means a grease removal device installed on the
16 exterior of a structure that captures all flow with FOG from a building, separating
17 the FOG from the ordinary Wastewater; it is installed upstream of the sanitary sewer
18 connections.

19 (35) *Grease Removal Device (GRD)* means a concrete, fiberglass, or
20 fiberglass-reinforced plastic structure designed to separate and retain grease and oil
21 from the Wastewater stream. GRDs are multiple-compartment units with inlet and
22 outlet baffles and/or T-pipes, and inspection ports. GWA-approved GRDs include
23 Grease Traps and Grease Interceptors.

24 (36) *Grease Trap* means a grease removal device installed on the interior of
25 a structure serving a floor drain, sink or limited number of fixtures (a maximum of
26 4 fixtures).

1 ~~(58)~~(37) GWA Design and Construction Standards shall mean the current
2 GWA Standards of Water and Wastewater System Planning, Materials,
3 Construction, Water and Wastewater Division, Guam Waterworks Authority.

4 (38) GWA Utility Compliance Inspector is a GWA-appointed and-trained
5 inspector assigned to GWA's Compliance and Safety Department

6 ~~(21)(43) — Handicapped Person is a person with a physical or mental~~
7 ~~condition which substantially contributes to the person's inability to manage his or~~
8 ~~her own resources, carry out activities of daily living, or protect oneself from neglect~~
9 ~~or hazardous situations without assistance from others as determined by Guam~~
10 ~~statutes. Indicators of serious impairment to human health include but are not limited~~
11 ~~to:~~

12 ~~A age, infirmity, or mental incapacitation, or~~
13 ~~(ii) — use of life support systems, such as dialysis machines or iron lungs.~~

14 ~~(22)(39) Illegal Hookup or Illegal e-Connection~~ is any hookup-connection
15 to water and/or sewer pipes belonging to GWA ~~the Government of Guam~~ made
16 without prior written permission of the Authority, the removal of water from any
17 other of the Authority's lines, fire hydrant, etc., without obtaining prior approval of
18 GWA or the unauthorized dumping of ~~s~~Sewage or any other prohibited matter into
19 the Authority's water and/or sewer systems.

20 ~~(23)(40)~~ *Illness* is exemplified by a ~~e-~~Customer who suffers from a
21 medical ailment or sickness and obtains a verifiable document from a locally
22 licensed medical physician stating the nature of the Illness and that discontinuance
23 of service would be especially dangerous to a ~~e-~~Customer's health in the opinion of
24 a licensed medical physician.

25 ~~(24)(41)~~ *Inability to p-*Pay may exist when a ~~e-~~Customer:

1 (i) Qualifies for government welfare assistance, but has not begun
2 to receive assistance on the date of receipt of bill and can obtain verification
3 from the government welfare assistance agency, or

4 (ii) Has an annual income below the stated federal poverty level and
5 can produce evidence of this, and

6 (iii) Signs a declaration verifying that the Customer meets one of the
7 above criteria.

8 *Inability to ~~P~~Pay* does not excuse an obligation to pay for water and/or sewer
9 services incurred.

10 (42) Indirect Discharge or Discharge shall mean the introduction of
11 Pollutants into the POTW from any nondomestic source regulated under Section
12 307(b), (c), or (d) of the Act, 33 U.S.C. section 1317(b), (c), or (d).

13 ~~(26)~~(43) *Installation e-Charge* is the amount assessed to a ~~e~~-Customer
14 whenever GWA performs the service connection, and shall be in accordance with
15 GWA's Schedule of ~~Rates and Charges~~ Tariffs and Rates.

16 ~~(27)~~(44) *Main or Utility Main* shall mean a ~~the~~-GWA water supply or
17 distribution pipe four (4) inches in diameter or larger to which water service
18 connections can be made; or the sewer pipe eight (8) inches in diameter or larger
19 into which several laterals or other sewer lines may discharge.

20 ~~(28)~~(45) *Main e-Extension* shall mean the extension of water and/or sewer
21 mains beyond existing facilities.

22 ~~(29)~~(46) *Meter* is the instrument for measuring and indicating or recording
23 the volume of water or flow rate that has passed through it.

24 ~~(30)~~(47) *Meter ~~+~~Tampering* is a situation where a meter has been illegally
25 altered.

1 ~~(31)~~(48) *Minimum e-Charge* is the minimum amount the e-Customer must
2 pay GWA for the availability of water and/or sewer service, irrespective of whether
3 any water and/or sewer service was used, as specified in GWA's Schedule of Tariffs
4 and Rates and Charges.

5 ~~(32)~~(49) *Multi-customer e-Extension* is a ~~m~~-Main e-Extension designed to
6 serve other than a single resident e-Customer. It includes commercial and industrial
7 developments, office buildings, governmental buildings, shopping centers, and
8 planned unit developments. It also includes residential duplexes, triplexes, apartment
9 houses, condominiums, commercial structures, and industrial structures but excludes
10 "~~s~~-Subdivisions" as defined in these rules.

11 (50) National Pollutant Discharge Elimination System (NPDES) Permit
12 shall mean a permit issued to a POTW pursuant to Section 402 of the Act, 33 U.S.C.
13 section 1342.

14 (51) Owner shall mean the person, firm, partnership, corporation, or
15 association who is the owner of the property regardless of the Customer whose name
16 appears on GWA's records as the party responsible and liable for receiving water
17 and/or Wastewater service, or the actual user of the service.

18 ~~(33)~~(52) *Ownership by GWA and conveyance of property and*
19 *improvements to GWA* shall be the property and improvements owned by, and
20 conveyance made to, the Government of Guam, with administrative uses assigned
21 to GWA.

22 (53) Pass Through, as defined in 40 CFR § 403.3(p), shall mean a Discharge
23 which exits the POTW into waters of the United States in quantities or
24 concentrations which, alone or in conjunction with a Discharge or Discharges from
25 other sources, is a cause of a violation of any requirement of the POTW's NPDES
26 permit (including an increase in the magnitude or duration of a violation).

1 ~~(34)~~(54) ~~Pay~~ Differential is incurred when GWA performs work outside
2 the normal hours of operation.

3 ~~(35)~~(55) ~~Penalty~~ is the amount assessed by GWA ~~the Agency~~ for any
4 Illegal Connection, fines, or charges established other than the standard "rates".

5 (56) Person shall mean any individual, partnership, co-partnership, firm,
6 company, corporation, association, joint stock company, trust, estate, governmental
7 entity, or any other legal entity; or their legal representatives, agents, or assigns. This
8 definition includes all Federal and Guam governmental entities.

9 ~~(21)~~(57) ~~Handicapped p~~ Persons with Disabilities is a person with a
10 physical or mental condition which substantially contributes to the person's inability
11 to manage his or her own resources, carry out activities of daily living, or protect
12 oneself from neglect or hazardous situations without assistance from others as
13 determined by Guam statutes. Indicators of serious impairment to human health
14 include but are not limited to:

15 (i) ~~A~~ age, infirmity, or mental incapacitation, or

16 (ii) use of life support systems, such as dialysis machines or iron lungs.

17 ~~(36)~~(58) 18 of a liquid using a range from 0 to 14 where 0 is most acid, 14 most basic, and 7 is
19 neutral. The acceptable pH range of sewage varies form from 5.5 to 7.8.

20 (i) Where a permittee continuously measures the pH of Wastewater
21 pursuant to a requirement or option in a permit, the permittee shall maintain
22 the pH of such Wastewater within the range set forth in the permit, except
23 excursions from the range are permitted subject to the following limitations:

24 (a) The total time during which the pH values are outside the
25 required range of pH values shall not exceed seven (7) hours and 26
26 minutes in any calendar month; and

1 (b) No individual excursion from the range of pH values shall
2 exceed 60 minutes.

3 (59) Point of Collection is the point where facilities owned, leased or under
4 license by a Customer, connect to GWA's collection lines.

5 ~~(37)~~(60) *Point of ~~d~~Delivery* is the point where facilities owned, leased, or
6 under license by a ~~e~~Customer connect GWA's pipes at the outlet side of the meter
7 or backflow prevention device, ~~or GWA's collection system.~~

8 (61) Pollutant shall mean any material or substance that disrupts
9 Wastewater treatment processes and/or the POTW including dredged spoil, solid
10 waste, incinerator residue, filter backwash, Wastewater, Garbage, wastewater
11 sludge, munitions, Medical Wastes, chemical wastes, biological materials,
12 radioactive materials, heat, wrecked or discarded equipment, rock, sand, residential,
13 agricultural and Industrial Wastes, and certain characteristics of Wastewater (e.g.,
14 pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

15 ~~(38)~~(62) *Premises* is real and tangible property, but excludes dwellings in
16 matters involving ingress or egress for GWA agents and GWA Utility Compliance ~~i~~
17 Inspectors.

18 ~~(39)~~(63) *Private Fire Protection* shall mean a service connection used
19 solely for standby services for a privately owned fire protection system.

20 (64) Prohibited or Illicit Discharges shall mean those certain substances
21 subject to absolute or conditional prohibition of discharge into GWA's POTW.

22 ~~(41)~~(65) *Public Sewer* or *Public Sewer System* shall mean the sewage
23 system which is owned and/or operated by GWA.

24 ~~(42)~~(66) *Public Water System* shall mean the water system owned and
25 operated by ~~the~~ GWA.

1 (67) Publicly Owned Treatment Works or POTW shall mean a wastewater
2 treatment works, as defined by Section 212 of the Act (33 U.S.C. section 1292),
3 which is owned by GWA. This definition includes Wastewater/Sewage Treatment
4 Plants and any devices or systems used in the collection, storage, treatment,
5 recycling, and reclamation of Wastewater or Industrial Wastes of a liquid nature and
6 any conveyances, which convey Wastewater to a Wastewater/Sewage Treatment
7 Plant.

8 ~~(43)~~(68) *Rates* shall mean the monetary charge established by GWA to be
9 charged for the provision of water and/or sewer service by GWA to its ~~consumers~~
10 Customers including, but not limited to, water rates, sewer rates, monthly minimum
11 charge, service deposits, and ~~+~~IInstallation ~~e~~Charges.

12 ~~(44)~~(69) *Reading* is a number obtained from the meter in order to
13 determine the recordation of ~~e~~Customer's consumption or usage.

14 ~~(45) Sanitary Engineer shall mean the Engineer of the Guam Waterworks~~
15 ~~Authority assigned to the Wastewater Operations Division, or any other Government~~
16 ~~of Guam engineer designated by the General Manager of the Guam Waterworks~~
17 ~~Authority.~~

18 ~~(46)~~(70) *Sanitary Sewer* shall mean a domestic sewer which carries
19 Wastewater/sSewage ~~and to from~~ which storm, surface, and ground waters are ~~not~~
20 ~~intentionally admitted~~ prohibited.

21 ~~(47)~~(71) *Schedule of Tariffs and Rates* ~~and Charges~~ is the entire body of
22 effective rates and charges of GWA.

23 (72) Septic Tank Waste shall mean any Wastewater from holding tanks such
24 as vessels, chemical toilets, campers, trailers, and septic tanks.

25 (73) Septage Hauler shall mean any person or business that collects, pumps,
26 transports, and disposes of Septic Tank Waste.

1 ~~(49)~~(74) Service ~~e~~Connection ~~p~~Permit is issued to contractors by GWA
2 and is required before such contractors can construct a water or sewer service
3 connection. A charge is made to cover the inspection costs incurred by GWA, and
4 is assessed in accordance with GWA's Schedule of Tariffs and Rates.

5 ~~(50)~~(75) Service ~~d~~Deposit is the charge, as specified in GWA's Schedule
6 of Tariffs and Rates, ~~and Charges~~ which covers the cost of establishing a new
7 account.

8 ~~(51)~~(76) Service ~~d~~Disconnect is when GWA disconnects as a result of a
9 ~~e~~Customer request, ~~e~~Customer non-payment or for any other non-compliance with
10 these Rules and Regulations.

11 ~~(48)~~(77) Service Lateral ~~connection for water:~~ shall mean the main tap,
12 pipe, fittings, and valves, from the water main to and including the meter and shut-
13 off valve; ~~or, for sewer:~~ the main tap, pipe and fittings from the sewer main to the
14 government cleanout or private property boundary that transports sewage from an
15 individual ~~e~~Customer's premises to a common service (normally as ~~e~~Collection ~~m~~
16 Main) of collection of GWA.

17 ~~(52)~~(78) Service ~~or~~Re-connection ~~e~~Charge is the charge as specified in
18 GWA's Schedule of Tariffs and Rates ~~and Charges~~ which must be paid by the ~~e~~
19 Customer prior to re-connection of water and/or sewer service each time the water
20 and/or sewer service is disconnected at the ~~e~~Customer's request or for non-payment
21 or whenever service is discontinued for failure otherwise to comply with GWA's
22 rules.

23 ~~(53)~~(79) ~~Sewers~~ shall mean a pipe or conduit for carrying
24 Wastewater/sSewage.

25 ~~(54)~~(80) Sewer ~~b~~Boundary ~~e~~Clean-out shall mean a clean-out outlet,
26 usually 4" or 6" in diameter, located on the government side of the boundary between

1 the private property and government property for identification of responsibilities as
2 well as for easy maintenance.

3 ~~(55)~~(81) *Single ~~r~~-Residential e-Customer Service Main Lateral -Extension*
4 is the water main extension ~~designed~~ constructed to serve a single family residential
5 structure, or, the extension of the branch or side sewer from the ~~p~~-Public ~~s~~-Sewer ~~m~~
6 Main designed to serve a single family residential structure. This definition does not
7 apply to a Subdivision development.

8 ~~(56)~~(83) *Slug shall mean any discharge of water, sewage, or Industrial*
9 ~~Waste which in concentration of any given constituent or in quantity of flow exceeds~~
10 ~~for any period of duration longer than five (5) minutes more than (5) times the~~
11 ~~average twenty four (24) hour concentration of flows during normal operation~~ A
12 Slug Discharge is a discharge of a non-routine, episodic nature, including but not
13 limited to, an accidental spill or a non-customary batch discharge, which has a
14 reasonable potential to cause Interference or Pass Through, or in any other way
15 violate the POTW's regulations, or NPDES Permit conditions. ~~shall mean any~~
16 ~~discharge of water, sewage, or Industrial Waste which in concentration of any given~~
17 ~~constituent or in quantity of flow exceeds for any period of duration longer than five~~
18 ~~(5) minutes more than (5) times the average twenty four (24) hour concentration of~~
19 ~~flows during normal operation.~~

20 (84) Source Control Manager shall mean the GWA employee responsible
21 for the Source Control Program or any other GWA employee designated by the
22 General Manager of the Guam Waterworks Authority.

23 ~~(57)~~(85) *Special ~~r~~-Reading* is performed by GWA at a ~~e~~-Customer's
24 request and occurs between cycles. ~~For example~~, when a ~~e~~-Customer is vacating the
25 premises or there is an indication of unusually high consumption.

1 ~~(58)~~86 *Standards* shall mean the current GWA Standards of Water and
2 Wastewater System Planning, Materials, Construction, Water and Wastewater
3 Division, Guam Waterworks Authority.

4 ~~(59)~~(87) *Standard ~~m~~ Methods* shall mean the ~~examination and~~ analytical
5 procedures set forth in the latest ~~E~~-edition at the time of analysis of "Standards
6 Methods for the Examination of Water and Sewage" as prepared, approved and
7 published jointly by the American Public Health Association, the American Water
8 Works Association, and the Water ~~Pollution Control~~-Environment Federation.

9 (88) Storm Water shall mean any flow occurring during or following any
10 form of natural precipitation, and resulting from such precipitation.

11 ~~(60)~~(89) *Subdivider* shall mean a person, or other legal entity, who causes
12 land to be divided into two or more divisions of land for the purpose of sale, lease
13 rental, transfer of title to or interest in, any or all of such division and shall include
14 resubdivisions.

15 ~~(61)~~(90) *Subdivision* shall be approved by the ~~Territorial~~-Guam Land Use
16 Commission and shall mean improved or unimproved land divided or proposed to
17 be divided into two or more divisions of land for the purpose of sale, lease, rental,
18 transfer of title to or interest in, any or all of such divisions and shall include
19 resubdivisions.

20 ~~(62)~~(91) *Subdivision ~~w~~ Water ~~s~~ System* shall mean the water system, to
21 and within any ~~s~~-Subdivision, including mains, valves, hydrants, laterals, pumps,
22 tanks reservoirs, and all appurtenances necessary to provide water and fire protection
23 for such ~~s~~-Subdivision, and where necessary, sources of supply.

24 ~~(63)~~(92) *Suspended ~~s~~ Solids* shall mean solids that either float on the
25 surface of, or are in suspension in water, sewage, or other liquids, and which are

1 largely removable by laboratory filtering and as determined by the appropriate
2 procedure that complies with in "~~Standard Methods.~~" 40 CFR Part 136.

3 (93) The United States Environmental Protection Agency's (US EPA)
4 Administrator is the person authorized to administer the CWA pursuant to 33 U.S.C
5 section 1251(d).

6 (94) User is an individual, establishment, or industry producing a waste
7 stream that is connected to or discharging to any part of the Public Sewer System.

8 ~~(64)~~(95) *Waste, Sewage or Wastewater* shall mean a combination of the
9 water-carried wastes from residences, business buildings, institutions, and industrial
10 establishments, human excrement and household showers, dishwashing operations,
11 etc., together with such ground, surface, and ~~s~~-Storm ~~w~~-Waters as may be present-
12 while they are being transported through and to the POTW. Sewage and Wastewater
13 shall have the same meaning.

14 ~~(65)~~(96) *Wastewater Division* shall mean the Wastewater Division of the
15 Guam Waterworks Authority, ~~Government of Guam.~~

16 ~~(66)~~(97) *Wastewater/s-Sewage ~~t~~-Treatment ~~p~~-Plant* shall mean any
17 arrangement of devices and structures used for treating sewage.

18 ~~(68)~~(98) *Water ~~d~~-Division* shall mean the Water Division of the Guam
19 Waterworks Authority, ~~Government of Guam.~~

20 ~~(69)~~(99) *Water ~~s~~-Service* shall mean the provision of water to a premise
21 or premises from facilities of GWA.

22 **Section 4.** § 2103, Article 1, Chapter 2, Title 28, of the Guam Administrative
23 Rules and Regulations, is hereby *amended* to read:

24 **§ 2103. General Conditions and Service Limitations.**

1 (a) Any prospective ~~Consumer~~-Customer whose premises are within
2 service limits established by GWA and where pressure conditions permit, may
3 obtain:

4 (i) Water service, provided that GWA has a sufficient water supply
5 developed for domestic use ~~and for fire protection and can to~~ provide new or
6 additional water service without detriment to those already served.

7 (ii) Sewer service provided that GWA has sufficient sewer facilities
8 developed for domestic use to provide new or additional sewer service without
9 detriment to those already served.

10 (1) The ~~consumer~~-customer agrees to abide by the Rules and
11 Regulations.

12 (b) All prospective ~~consumer~~-Customers upon the completion of a
13 government sanitary sewer system shall connect to the Public Sewer s-System as
14 soon as possible. It is mandatory by law that they be connected after a five-year grace
15 period of its existence or upon their private-own system failure, or whichever comes
16 first.

17 (c) All prospective ~~Consumers~~-Customers upon the completion of a
18 government sanitary sewer system who cannot meet the gravity flow to the system
19 should obtain a waiver form GEPA or provide a pump station with holding tank to
20 prevent sewage from backing up to their facility or building.

21 (d) All ~~e~~-Customers who maintain private sewer lines, shall have on file
22 with the GWA, blueprints/diagrams of the ~~e~~-Customer's private sewer lines up to the
23 point of collection with the public sewer system.

24 (e) Where an extension of mains is necessary, or where large quantities of
25 water are required, or a substantial investment is necessary to provide service, a
26 current or prospective ~~Consumer~~-Customer will be informed in writing by GWA at

1 time of construction permitting processing as to the conditions and charges to be
2 made for the particular area and situation in question before water and/or sewer
3 service may be approved. If GWA approves the water and sewer service, and the
4 prospective ~~Consumer~~ Customer agrees to the conditions and deposits the estimated
5 charges, steps will be initiated to provide the requested water and/or sewer service.

6 (f) All water supplied by GWA will be measured by means of suitable
7 meters. Privately operated water wells shall not be exempt from this rule, and shall
8 also require a suitable GWA water meter.

9 (1) When it is impractical to meter the service, a flat rate may be
10 charged, or other method of computation applied to calculate charges subject
11 to the provisions as set forth in P.L. 22-53, Sections 12026 and 12027. The
12 amounts to be paid for water and/or wastewater service shall be in accordance
13 with the rates in effect and shall be as indicated hereinafter. Rates shown are
14 current rates and are subject to change upon proper processing of rate changes
15 in accordance with Administrative Adjudication Law.

16 (g) All service connections including the shut-off valve shall become the
17 property of GWA for operation and maintenance after installation and new
18 connections or disconnections may be made thereto by GWA at any time. GWA is
19 not responsible for maintenance and repairs to ~~Consumer~~ Customer's pipe as defined
20 in Section ~~2101~~ 2103.

21 (h) GWA will exercise reasonable diligence and care to deliver an adequate
22 supply of water to the ~~Consumer~~ Customer, make every effort to maintain pressure,
23 and to avoid shortages or interruptions in water service, but will not be liable for any
24 interruption, shortage, low pressure, high pressure, insufficiency of supply of
25 portability, or any loss or damage occasioned thereby beyond GWA's control as
26 established under Section 2103 ~~2116~~ of this rule.

1 (i) Whenever, in the opinion of GWA and in the interest of the public,
2 special conservation measures are advisable in order to forestall water shortage and
3 a consequent emergency, GWA may restrict the use of water by any reasonable
4 method of control.

5 (j) GWA reserves the right at any and all times to shut off water from the
6 mains without notice for the purpose of making emergency repairs. ~~Consumer~~
7 Customers, depending upon a continuous supply of water, shall provide emergency
8 water storage and any check valves or other devices necessary for the protection of
9 plumbing fixtures against failure of the pressure or supply of water in GWA's mains.
10 Repairs or improvements will be performed and completed as rapidly as practicable
11 and, insofar as practicable, at such times as will cause the least inconvenience to the
12 ~~Consumer~~ Customer.

13 (k) Where property is situated at such an elevation that it cannot be assured
14 of a dependable supply or of adequate service from GWA's distribution system, the
15 ~~Consumer~~ Customer, in consideration of connection with GWA's system must agree
16 to accept such water service as is available and to install if necessary, and maintain
17 at his expense a tank and pump of suitable design and of sufficient capacity to
18 provide an adequate and dependable supply of water. The ~~Consumer~~ Customer shall
19 permit GWA to inspect the installation for compliance with the Agency's
20 requirements. The ~~Consumer~~ Customer shall install an air gap or other protective
21 devices between the ~~Consumer~~ Customer's supply pipe and the service connection.
22 The ~~Consumer~~ Customer shall execute a written release in favor of GWA for all
23 claims on account of any inadequacy in GWA's system or inadequacy of water
24 supply to the ~~Consumer~~ Customer.

1 (l) **Minimum Water Delivery Pressure Limits.** GWA shall maintain a
2 standard water delivery pressure range of a minimum 20 pounds per square inch
3 (PSI) to a maximum 90 PSI at the customer's meter.

4 (1) GWA shall not be liable for any loss, damage, or inconvenience
5 to any person by reason of any increase and decrease of water pressure when
6 the same is caused by an act of God, drought, an unavoidable accident, a
7 disturbance or condition of any kind beyond the reasonable control of GWA
8 or when the same is reasonably necessary for the repair, maintenance,
9 alteration, or extension of any facility belonging to GWA.

10 (m) The retail resale of water received by the ~~Consumer~~Customer is not
11 permitted unless approved in writing by GWA.

12 (n) **Protection of GWA Equipment.** All equipment belonging to GWA
13 and installed upon the ~~Consumer~~Customer's premises, with the ~~Consumer~~
14 Customer's consent, for measurement, test, check or any other purpose, shall
15 continue to be the property of GWA, and may be repaired, replaced or removed by
16 GWA at any time without the consent of the ~~Consumer~~Customer. The ~~Consumer~~
17 Customer shall exercise reasonable care to prevent damage to meters and other
18 equipment of GWA upon said premises and shall in no way interfere with the
19 operation of same. No rent or other charge shall be paid for space on the ~~Consumer~~
20 Customer's premises reasonably required by GWA for equipment and facilities of
21 GWA required for the supply of water and/or sewer service to those premises.

22 (1) Any damage, including damage from FOG, and illegal discharge
23 to water and/or sewer mains, service connections, valves, fire hydrants, or
24 other property of GWA shall be paid for by the person, persons, or
25 organization responsible for the damage.

1 (2) The ~~Consumer~~Customer shall be liable for any damage to a
2 meter or other equipment or property of GWA caused by the ~~Consumer~~
3 Customer or his tenants, agents, employees, contractors, licensees or
4 permittee, on the ~~Consumer~~Customer's premises and GWA shall be promptly
5 reimbursed by the ~~Consumer~~Customer for any such damage upon
6 presentation of a bill therefor. In the event settlement for such damage is not
7 promptly made, GWA reserves the right to discontinue water and/or sewer
8 service to such premises.

9 (3) When a meter or other appurtenances of GWA is found to have
10 been damaged as result of use for operation of appliances and appurtenances
11 controlled by the ~~Consumer~~Customer, including but not limited to damage
12 caused by hot water or steam, emanating from the premises serviced,
13 chemical, ~~or~~ excessive pressure surges, or improper maintenance of private
14 plumbing the ~~Consumer~~Customer shall pay for all costs required to repair the
15 meter or other appurtenances.

16 (o) **Responsibility for ~~Consumer~~Customer's equipment.** The ~~Consumer~~
17 Customer shall at his own risk and expense furnish, install and keep in good and safe
18 condition all equipment that may be required for receiving, controlling, applying and
19 utilizing water, and all equipment affecting the wastewater system, and GWA will
20 not be responsible for any loss or damage caused by the improper installation of such
21 equipment, or the negligence, want of proper care or wrongful act of the ~~Consumer~~
22 Customer or any of his tenants, agents, employees, contractors, licensees or
23 permittee in installing, maintaining, using, operating or interfering with any such
24 equipment.

25 (1) Water and/or sewer service may be immediately discontinued to
26 any ~~Consumer~~Customer whose water and/or sewer system includes plumbing

1 fixtures, or water containers in any form, or any use, which ~~in the opinion of~~
2 GWA determines may endanger GWA's water supply or sewer service from
3 a public health standpoint, and in accordance with the provisions contained in
4 Section 2110. Any such discontinuation of services shall continue until
5 objectionable installations have been corrected and GWA has been assured
6 that the objectionable uses and practices will not be resumed.

7 (2) GWA will not be responsible for damage to person or property
8 caused by spigots, faucets, valves, and other equipment that may be open
9 when water is turned on at the meter; either when turned on originally or when
10 turned on after a temporary shutdown.

11 (p) **Provision of service.** The following paragraphs outline customer's and
12 GWA responsibilities.

13 (1) **GWA Responsibility.** GWA shall be responsible for providing
14 water to the customer's point of delivery and for the safe conduct and handling
15 of the sewage after it passes the point of collection.

16 (i) GWA may, at its option, refuse service until the customer
17 has obtained all required permits and/or inspections indicating that the
18 customer's facilities comply with local construction and safety
19 standards.

20 (ii) GWA shall be responsible for maintaining in safe
21 operating condition all meters, equipment, and fixtures installed on the
22 customer's premises by the utility for the purpose of delivering water to
23 the customer.

24 (iii) GWA is not responsible for maintenance or replacement
25 of any lines situated between the Point of Collection and the Customer's
26 residence or place of business.

1 (2) **Customer responsibility.** Each customer shall be responsible
2 for the carriage, control, handling storage, and distribution of all water
3 furnished by GWA and the maintenance of water and/or sewer facilities
4 downstream from ~~and beyond~~ the ~~p~~-Point of d-Delivery or upstream of the
5 Point of Collection in safe operating condition.

6 (i) Each customer shall be responsible for safeguarding all
7 GWA property installed in or on the customer's premises for the
8 purpose of supplying GWA service to that customer.

9 (ii) Each customer shall be responsible for installation of a
10 properly sized sewer cleanout on the service lateral at the Point of
11 Collection. This cleanout shall be placed within the public easement.

12 (iii) Each customer shall be responsible for payment for any
13 equipment damage resulting from unauthorized breaking of seals,
14 interfering, tampering, or bypassing the GWA meter.

15 (iv) Each customer shall be responsible for notifying GWA of
16 any equipment failure identified in GWA's equipment that is installed
17 in or on the customer's premises for the purpose of supplying water
18 and/or sewer service to that customer.

19 (3) **Continuity of service.** GWA shall make all reasonable efforts to
20 supply a satisfactory and continuous level of service. However, GWA shall
21 not be liable or responsible for any loss, damage, inconvenience, or claim of
22 damage attributable to any interruption, shortage, reduction, or
23 discontinuation of service resulting from:

24 (i) Any cause against which GWA could not have reasonably
25 foreseen or made provision for, i.e., force majeure.

1 (ii) Intentional service interruptions to perform maintenance,
2 alterations, extension, or make repairs necessary to eliminate the
3 possibility of harm to the population or damage to company and/or
4 customer equipment.

5 (4) **Service Interruptions.** GWA shall make all reasonable efforts
6 to re-establish service within the shortest possible time when service
7 interruptions occur.

8 (i) GWA shall make reasonable provisions to meet
9 emergencies resulting from failure of service, and GWA shall issue
10 instruction to its employees covering procedures to be followed in the
11 event of emergency in order to prevent or mitigate interruption or
12 impairment of service.

13 (ii) In the event of national emergency or local disaster
14 resulting in disruption of normal service, GWA may, in the public
15 interest, interrupt service to other customers to provide necessary
16 service to civil defense or other emergency service agencies on a
17 temporary basis until normal service to these agencies can be restored.

18 (iii) When GWA plans to interrupt service for more than eight
19 (8) hours to perform necessary repairs or maintenance. GWA shall
20 inform affected customers at least twelve (12) hours in advance of the
21 scheduled date and estimated duration of the service interruption. Such
22 repairs shall be completed in the shortest possible time to minimize the
23 inconvenience to the customers of GWA.

24 (iv) Except for momentary interruptions due to automatic
25 equipment operations, GWA shall keep a complete record of all
26 interruptions, both emergency and scheduled. This record shall show

1 the cause of interruptions, date, time, duration, location, approximate
2 number of customers affected, and in cases of emergency interruptions,
3 the remedy and steps taken to prevent recurrence.

4 (q) **Privately owned sewer truck discharging to ~~p~~Public ~~s~~Sewer. ~~Bulk~~**
5 ~~discharge of sewage~~ Trucked waste or other hauled Wastewater ~~can~~ may be accepted
6 at designated sewage Wastewater/Sewage t Treatment p Plants and at the discretion
7 of GWA. Such trucked wastes are ~~is~~ subject to a charge as set forth in the Schedule
8 of Tariffs and Rates ~~and Charges~~. FOG Haulers are prohibited from discharging
9 FOG waste into the POTW or Wastewater/Sewage Treatment Plant and must
10 dispose of FOG at a GEPA permitted facility. Adequately treated effluent from the
11 FOG Hauler's FOG treatment facility may be discharged into GWA's designated
12 wastewater treatment facility. The user FOG Hauler must be registered at the
13 ~~Wastewater Division~~ with GWA and be in possession of a current permit which
14 allows the ~~user~~ FOG Hauler access and discharge permission to GWA's treatment
15 facilities. An authorization permit must be obtained from ~~GEPA and~~ GWA
16 ~~Wastewater Administration Office~~. A ~~dumping area~~ designated receiving station at
17 a GWA Wastewater/Sewage Treatment Plant will be assigned upon the approval of
18 the authorization. Trucked Wastewater, including FOG effluent, must meet the
19 Pretreatment requirements established by GWA.

20 (r) GWA shall charge a fee in obtaining utility clearance as specified in the
21 Schedule of Tariffs and Rates ~~and Charges~~.

22 (s) **State of Emergency.** In accordance with P.L. 21-134, Section 4, upon
23 the declaration of a state of emergency by the Governor as the result of disaster,
24 threatens the public water supply, it shall be considered a petty misdemeanor for any
25 person to use water supplied by GWA for any unauthorized use. Use of water not

1 pertaining to public health, safety, and welfare shall not be authorized. Unauthorized
2 use shall include, but not be limited to:

3 (i) Washing of motor vehicles, windows, streets, sidewalks and
4 buildings.

5 (ii) Irrigation or watering of ornamental plants, shrubs, flowers,
6 lawns, and golf courses.

7 (1) Upon conviction arising from unauthorized use under this
8 Section, a fine of not less than one thousand dollars (\$1,000) nor more
9 than twenty-five thousand dollars (\$25,000) shall be levied. This fine
10 shall be in addition to any other penalty(ies) imposed by a court.

11 (2) The state of emergency shall not exceed a period of fifteen
12 (15) days, although successive states of emergency may be proclaimed
13 by the Governor if deemed to be in the public interest.

14

15 **Section 5.** § 2104, Article 1, Chapter 2, Title 28, of the Guam Administrative
16 Rules and Regulations, is hereby *amended* to read:

17 **§ 2104. Application for Water and Sewer Service and Service**
18 **Reconnection.**

19 (a) Each prospective ~~consumer~~customer requesting water and/or sewer
20 service shall submit the prescribed application form in person or electronically, duly
21 signed and with all requested information. Such information shall include, but not
22 be limited to:

23 (1) Name or names if for joint service.

24 (2) Service address/telephone number, cell phone number.

25 (3) Billing address/telephone number, email, cell phone number, if
26 different than service

1 Address.

2 (4) Name, ~~and address~~ mailing address, email address, telephone
3 and cell phone number of another party for termination notices.

4 This shall be at the option of the customer.

5 (5) Address where service was provided previously.

6 (6) Date applicant will be ready for service.

7 (7) Indication of whether premises have been supplied with water
8 and/or sewer service previously.

9 (8) Purpose for which service is to be used.

10 (9) Provide documentation that shows that applicant is owner or
11 tenant of or agent for the premises.

12 (10) Estimated annual usage (except for residential applicants).

13 (11) Map and legal description of the property to be served.

14 (12) Such other I.D. as the Agency may reasonably require.

15 (13) Business License for commercial customers.

16 (b) The ~~consumer~~-customer shall be responsible for the payment of all charges
17 for water and/or sewer service at the designated location(s). Charges will begin
18 when the water and/or sewer service(s) is established and will continue until due
19 notification from the ~~consumer~~-customer or until discontinued by GWA for failure
20 of the ~~consumer~~-customer to comply with these Rules and Regulations.

21 (c) A ~~consumer~~-customer taking possession of a property and using water
22 and/or sewer service without having made application to GWA for water and/or
23 sewer service to such property, shall be held liable for the water delivered and sewer
24 collected from the date of the last recorded meter reading. If proper application for
25 water and/or sewer service is not made upon notification to do so by GWA and if
26 accumulated bills for water and/or sewer service are not paid upon presentation, the

1 water and/or sewer service shall be subject to discontinuance without further notice.

2 Further, the ~~consumer~~-customer will be committing a theft pursuant to local statutes.

3 (1) A charge will be imposed for illegal use of water and/or sewer
4 service.

5 (d) Any new applicant for service or any existing customer is required to
6 make a service deposit for each account or application to cover charges for utility
7 services in accordance with the service deposit rules as set for in the Schedule of
8 Tariffs and Rates ~~and Charges~~.

9 (1) GWA shall issue a nonnegotiable receipt to applicant for the
10 deposit. The inability of the customer to produce such a receipt shall in no
11 way impair his right to receive a refund of the deposit.

12 (e) Upon discontinuance of services, GWA will refund the balance
13 of the customer's deposit in excess of unpaid bills for the services at no
14 interest.

15 (f) **Grounds for refusal of service.** GWA may refuse to establish
16 service if any of the following conditions exist:

17 (1) The applicant has an outstanding amount due GWA.

18 (2) A condition exists which in GWA's judgement is unsafe or
19 hazardous to the applicant or GWA's facilities.

20 (3) Refusal by the applicant to provide GWA with a deposit.

21 (4) Customer who has been duly served notice by the GWA, and
22 subsequent to having had the opportunity to be heard by the Agency, GWA
23 has established that the customer is in fact in violation of the GWA's Water
24 and Wastewater Rules and Regulations.

25 (5) Failure of the customer to furnish such service, equipment,
26 rights-of-way, and other pertinent provisions, as specified by GWA.

1 (6) Customer refuses to provide or obtain documentation as required
2 by GWA.

3 (7) Customer has not completed the appropriate requirements of the
4 Government of Guam permitting, i.e., encroachments, grading, clearing,
5 building, etc.

6 (g) **Service re-connection.** GWA shall make a charge as set forth in the
7 Schedule of Tariffs and Rates ~~and Charges~~ for the re-connection of water and/or
8 sewer services.

9 (1) In addition, there shall be a pay differential for service scheduled
10 by the customer during other than the normal business hours worked by
11 GWA's service personnel. The differential cost shall be borne entirely by the
12 customer.

13 (h) Applicant requesting inspection and acceptance by GWA of water
14 service connection during other than the normal business hours worked by GWA's
15 service personnel shall be charged a pay differential as set forth in the Schedule of
16 Tariffs and Rates ~~and Charges~~.

17 (1) Applicant's request for inspection and acceptance shall be by the
18 applicant at least-forty-eight (48) hours in advance. However, GWA does not
19 guarantee that the requested time will be available. If the requested time is
20 unavailable, the customer will be informed of alternative available dates.

21 (i) If sewer service is disconnected because of fire, reconstruction,
22 demolition, or similar circumstance, the boundary connection shall be plugged by
23 the owner to prevent damage or failure to the government line.

24 (1) During the construction of said plug, GWA shall have access
25 thereto for inspection purposes and if considered advisable by GWA, may
26 require an inspector on the job continuously. At no time shall boundary

1 connection plugs be considered constructed completely until GWA has been
2 notified and has given proper inspection and approval. If the work is not
3 approved, it shall be repaired or removed and reconstructed, whichever is
4 directed by GWA.

5 (2) All work and materials, including cost of inspection and test shall
6 be borne by the owner.

7 (3) If the owner does not construct a plug to the boundary connection,
8 GWA shall design and construct such plug at the owner's expense

9 **Section 6.** § 2105, Article 1, Chapter 2, Title 28, of the Guam Administrative
10 Rules and Regulations, is hereby *amended* to read:

11 **§ 2105. Installation of Water and Sewer Service Connections.**

12 (a) **Water Installation.** When the application for a service connection has
13 been approved, such connection will be installed by GWA at the expense of the
14 customer applicant, as established under § 2109, and thereafter will be maintained
15 by GWA at its expense.

16 (1) There shall be one meter for each water service connection,
17 unless GWA, because of operating necessity, installs two or more meters in
18 parallel. All meters will be sealed by GWA before installation and no seal
19 shall be altered or broken except by one of its authorized employees.

20 (2) Each applicant for service shall be responsible for the cost of
21 installing all plumbing from the meter box.

22 (3) All installation charges shall be non-refundable contributions to
23 GWA.

24 (4) Where water service is provided customers should provide and
25 maintain a private cutoff valve within 18 inches of the meter on the customer's

1 side of the meter, and GWA shall provide a like valve on GWA's side of such
2 meter.

3 (5) The customers with meters of two (2) inches or more shall
4 provide an approved meter box at the customer's property line except when
5 this is not practicable, in which case the meter shall be installed upon the
6 customer's premises in some convenient location approved by GWA. This
7 shall not apply to subdividers (see Section 2108)

8 (6) Where the meter location on the customer's premises is changed
9 at the request of the customer or due to alterations on the customer's premises,
10 the customer shall provide and have installed at this expense all plumbing
11 necessary for relocating the meter and GWA may make a charge for moving
12 the meter.

13 (7) The customer's lines or piping shall be installed in such manner
14 as to prevent cross-connections or backflow.

15 (b) **Sewer Installation.** When the application for a service connection has
16 been approved, such connection will be installed by a licensed contractor possessing
17 a service connection permit at the expense of the applicant and thereafter such
18 connection will be maintained by GWA at its expense. The applicant shall indemnify
19 the GWA from any loss or damage that may directly or indirectly be occasioned by
20 the service connection.

21 (1) Each applicant for service shall be responsible for the cost of
22 installing all plumbing up-to on residence or place of business

23 (2) All installation charges shall be non-refundable contributions to
24 GWA.

25 (3) The customer's lines or piping shall be installed in such a manner
26 as to prevent cross-connections or backflow.

1 (i) In order to provide proper sanitary protection to GWA's
2 water supply and to comply with the applicable regulations of GWA,
3 GWA will require that following the effective date of these Rules and
4 Regulations no cross-connections with other water supplies, or other
5 physical connections, shall exist, or be installed, located, maintained or
6 operated which could permit backflow of contaminated water or any
7 other dangerous, impure, unsanitary, or unpotable substance from the
8 ~~consumer~~ customer's premises into GWA's water supply system, except
9 as provided for in the GWA Service Rules and Regulations.

10 (ii) Location and inspection of protective devices. Any device
11 installed for the prevention of backflow as may be required under these
12 Rules and Regulations, shall, unless GWA approves otherwise in
13 writing, be located above ground and in such a manner as to be safe
14 from flooding or submergence in water of other liquids, properly
15 protected from external damage, freely accessible and with adequate
16 working room for inspection, testing and repairing. All such devices
17 shall be tested and inspected internally not less than once annually or
18 more often in those instances where successive inspections indicate
19 repeated failure. Repairs replacement of parts, etc. shall be made
20 whenever necessary at the expense of the ~~consumer~~ customer. Making
21 annual tests and inspections shall be the responsibility of the ~~consumer~~
22 customer and shall be made by the ~~consumer~~ customer or other
23 qualified person or persons in accordance with methods acceptable to
24 GWA. Records of tests and inspections shall be made on forms
25 prescribed by GWA and a copy of such records shall be furnished to
26 GWA. Failure of the ~~consumer~~ customer to make the proper tests and

1 submission of records may result in GWA's making the tests, needed
2 repairs and replacements and charging the costs thereof to the ~~consumer~~
3 customer.

4 (iii) **Affidavit of compliance.** Upon request of GWA the
5 ~~consumer~~customer shall present an affidavit either certifying to the fact
6 that there are no connections or other installations of the type prohibited
7 in this Rule on ~~his~~ the customer's premises or describing in detail all
8 conforming and nonconforming connections or installations.

9 (iv) Discontinuance of water and/or wastewater service for
10 non-compliance. Failure on the part of the ~~consumer~~customer to
11 comply with GWA's requirements relative to cross connections and
12 backflow prevention will be sufficient reason for discontinuing water
13 service until such time as the requirements have been met.

14 (v) GWA shall not be liable for any injury to persons or
15 damage to property which may result directly or indirectly from the
16 installation of testing or any device intended to protect GWA's public
17 water supply from contamination.

18 (c) **Installation charge.** The cost of the service connection shall be paid
19 by the applicant before the connection is installed. Installation charges shall be based
20 on the cost of such installation as established by GWA and as set forth in the
21 Schedule of Tariffs and Rates ~~and Charges~~ and in effect as of the date of the
22 installation.

23
24 (d) **Water and Wastewater system development charge.** In addition to
25 the installation cost, a water and/or wastewater system development charge shall be
26 levied against each user who is for the first time connecting the property into GWA's

1 water and/or sewer system or connections requiring additional water supplies and
2 sewer service from existing water and/or sewer services. System development
3 charges shall be based on the cost of such installation as established and as set forth
4 in the Schedule of Tariffs and Rates ~~and Charges~~ and in effect as of the date of the
5 installation of water and/or sewer services.

6 (1) This service rule pertaining to a water and wastewater system
7 development charge shall be effective upon approval and ratification by the
8 Guam legislature, and shall be based on the applicable portions of Guam Code
9 Annotated, Title 5, Chapter 56.

10 (e) ~~Consumer~~ Customer's water pipe. The ~~consumer~~ customer shall
11 install and connect at the ~~consumer~~ customer's expense the water supply pipe to the
12 shut-off valve or outlet installed by GWA. The ~~consumer~~ customer's pipe shall at all
13 times remain the sole property of the ~~customer~~ customer, who shall be responsible
14 for its maintenance and repair. If the ~~consumer~~ customer's pipe is installed before
15 the service connection is set, GWA will make the connection to it provided,
16 however, it is requested by the ~~consumer~~ customer prior to the installation of the
17 service connection.

18 (f) **Connection to main.** Only employees of GWA or licensed plumbing
19 contractors under the supervision of GWA will be allowed to connect or disconnect
20 the service connection to or from GWA main. Contractor connections, however,
21 must be approved by GWA.

22 (g) **Location of service connection or main.** No service connection or
23 water and/or sewer main will be installed by GWA in any private road, lane, street,
24 alley, court or place, until such private streets are open to the public and brought to
25 proper grade and GWA is given proper easements for the main or service connection.
26 Such easement shall provide permanent and continuous access for repair and

1 maintenance of GWA facilities. Otherwise, an applicant desiring water and/or sewer
2 service to property fronting on such private roads, lanes, etc., must extend his supply
3 pipe to the nearest public street on which a main exists.

4 (1) Private lines shall have clean outs installed in accordance with
5 the applicable plumbing code or at least 100 feet apart for maintenance
6 purposes.

7 (h) **Size and location of water meters and water and sewer service**
8 **connection.** GWA will determine the location and size of all meters and service
9 connections to its system. Factors to be considered may include but are not limited
10 to the nature of the service, the size and location of the building or buildings to be
11 served and the location of the property and buildings with respect to the mains. All
12 water meters shall be installed in the sidewalk area, preferably in the concrete
13 sidewalk, unless GWA, because of operating necessity, installs the meters
14 elsewhere. Drawings and standards for typical water meter and water and sewer
15 service installations are shown in the Standards of GWA.

16 (i) **Change in location, size, or usage classification of service**
17 **connections.** When the proper size of service connection for any premises has been
18 made, GWA has then fulfilled its obligations insofar as the size of the service
19 connection and the location thereof are concerned. If thereafter the ~~consumer~~
20 customer desires a change in size of the service connection or a change in the
21 location thereof, he shall bear all costs of such change. An enlargement of service
22 will be approved by GWA only if GWA is able to serve the increased demand
23 without adversely affecting existing customers on the system.

24 (1) The customer shall obtain prior authorization and approval from
25 GWA when a new use is planned for property that previously has been
26 provided with water and sewer service shall result in a change in customer

1 category classification. All costs related to a change in customer category
2 classification, including inspection, shall be borne by the customer.

3 (2) GWA may disconnect any water and/or sewer service line to the
4 customer if sewer service is being furnished without a proper application or
5 pursuant to an application containing misrepresentation of material fact.

6 (j) **Alteration to public water and sewer system.** All work and materials
7 in connection with the change in location or elevation of any part of the existing
8 public water and/or sewer system, made necessary by the new service connection,
9 shall be at the expense of the applicant.

10 (k) **Contours or elevation.** When required by GWA, contours or
11 elevations shall be furnished by the applicant, based on the Coast and Geodetic
12 Survey Vertical Control System for Guam. Horizontal control shall be tied to the
13 U.S.C. & Geodetic Survey System on Guam or to recorded local surveys approved
14 by the Department of Land Management and GWA.

15 (1) **Sewer System.** The building foundation should be at least 12"
16 above the level of road pavement at the closest manhole and the slope should
17 be no less than 1/4" per foot.

18 (l) **Master Metering.** GWA reserves the right to limit the number of
19 houses or buildings and the area of land to be supplied by one service connection.

20 (m) **Water and sewer service to undeveloped areas.** Any prospective
21 ~~consumer~~ customer requesting water and/or sewer service for areas beyond the
22 service limits or undeveloped areas or tracts of land in which a distribution or
23 collection system has not been installed are required to furnish GWA with plans and
24 specifications for the proposed distribution and collection system for such area or
25 tract which shall conform to the standards and requirements of GWA. Such

1 distribution or collection system shall be installed at the expense of the ~~consumer~~
2 customer in accordance with the plans and specifications as approved by GWA.

3 (1) Each prospective ~~consumer~~customer shall pay the incremental
4 installation expense which reflects each ~~consumer~~customer's responsibility
5 for the water service distribution or sewer collection installation charges. The
6 incremental installation expense shall be so formulated as prescribed in
7 Section 2118.

8 (2) GWA shall have the right to connect subsequent ~~consumers~~
9 customers to the installed distribution or collection system. If such water
10 and/or sewer service connections are of a permanent nature, and installation
11 of said connections are made within five years of the date the service
12 connection is activated, a refund shall be made applicable to the original
13 applicant.

14 (n) **Easements and rights of way.** Each customer shall grant adequate
15 easements and rights-of-way to ensure the customer's proper service connection.
16 Failure on the part of the customer to grant adequate easement and right-of-way shall
17 be grounds for GWA to refuse service.

18 (1) When GWA discovers that a customer has constructed on an
19 easement or right-of-way and such construction poses a hazard or
20 significantly interferes with GWA access to equipment, GWA shall notify the
21 customer of such and take whatever actions are necessary to have the
22 obstruction removed.

23 (o) Developers and Subdivision owners who have installed water or
24 wastewater pump stations whose sole purpose is to serve a particular development
25 or subdivision, and consequently have no excess capacity to serve customers beyond
26 the boundaries of said development or subdivision, shall be required to maintain

1 their own pump station(s) and force main(s) in proper working condition to the
2 satisfaction of GWA.

3 (p) ~~Sewer services for commercial establishment with restaurant or food~~
4 ~~processing facilities~~ Food Service Establishments (FSEs) ~~must~~ shall install ~~grease~~
5 ~~traps~~ GWA-approved Grease Removal Devices (GRDs) on the Sewer service line
6 prior to discharging into the ~~p~~ Public ~~s~~ Sewer ~~s~~ System. ~~Such establishments~~ FSEs
7 without effective GRDs ~~grease traps~~ shall be subject to termination by GWA of
8 water and/or sewer services, in accordance with GWA's FOG Program Manual. This
9 Manual shall be posted on the GWA website. GRDs must meet the requirements of
10 Section 2120.1 (FOG Program).

11 (1) New applicants for Public ~~s~~ Sewer System service. Prior to
12 application for a building permit, FSE ~~a~~ Applicants for sewer service shall be
13 required to install a properly sized GRD as set forth in Section 2120.1 (FOG
14 Program)-include in the building plans, the location of all grease traps.

15 (2) Existing Public ~~s~~ Sewer ~~service~~ System ~~e~~ Customers. Existing ~~e~~
16 Customers shall be required to install ~~grease traps within three months of the~~
17 ~~effective date of GWA's Service Rules and Regulations as noted in Section~~
18 ~~2123~~ GRDs in accordance with the requirements in Section 2120.1 (FOG
19 Program). If an existing FSE Customer does not have a GRD or has an
20 improperly sized GRD, the existing Customer shall install a new GRD
21 meeting the requirements of Section 2120.2 within ninety (90) days of notice
22 from GWA.

23 (q) All costs and expenses incident to the installation and connection of
24 sewer pumps installed by the customer to the public sewer system shall be borne by
25 the customer. The customer shall indemnify GWA from any loss or damage that

1 may directly or indirectly be occasioned by the installation of the sewage pumps and
2 force mains.

3 (1) The cost for the operation and maintenance of pumps and force
4 mains installed by the customer that are connected to the public sewer system
5 shall be borne entirely by the customer.

6 (2) GWA shall not be liable for any injury to person or damage to
7 property that may result directly or indirectly from the damages resulting from
8 any customer pump or force main malfunction or failure.

9 (r) Building clean outs shall always be covered unless there is an
10 emergency to relieve pressure or backup into the building. If in the event of an
11 emergency and significant discharge occurs, GWA must be notified in order to
12 administer appropriate action.

13 (1) It shall be considered an illegal ~~hookup~~connection for customers
14 to discharge or cause to be discharged any storm water, roof runoff, or any
15 waters from an uncontaminated cooling system, swimming pool, decorative
16 fountain or pond, into the building clean outs. Such illegal ~~hookup~~connection
17 shall be subject to penalties as determined by GWA in accordance with Public
18 Law No. 19-14 and Section 2120.

19 **Section 7.** § 2106, Article 1, Chapter 2, Title 28, of the Guam Administrative
20 Rules and Regulations, is hereby *amended* to read:

21 **§ 2106. Illegal Connection.**

22 (a) When an illegal connection is discovered, such action shall constitute
23 theft, and the responsible party will be processed in accordance with local statutes,
24 specifically Public Law 19-14, Section 9, wherein it states, "...such theft shall be
25 prosecuted in the same manner as any other theft, with the criminal penalties as
26 provided by the law." The responsible party shall be responsible for reimbursing

1 GWA for its services in accordance with the Schedule of Tariffs and Rates ~~and~~
2 ~~Charges~~.

3 (b) It shall be considered an illegal ~~hookup~~ connection discharge or
4 connection for any customer to discharge or cause to be discharged any storm water,
5 surface water, ~~unpolluted industrial~~ any unpermitted industrial process water, storm
6 water from secondary containment basins that go through an oil and water separator,
7 roof runoff, subsurface drainage, or any waters from an uncontaminated cooling
8 system, swimming pool, decorative fountain or pond, into the public sewer system
9 or any private sewer system which is connected to the public sewer system.

10 (c) It shall be theft for any person to take water from a fire hydrant, except
11 authorized Agency personnel or persons having written authorization from the
12 Agency, and fire fighters acting in their official capacity. Illegal use or connection
13 to a fireplug shall be considered an illegal connection with pipe size based on
14 diameter of the fireplug.

15 (1) Any person other than authorized Agency personnel, or firemen
16 in their official capacity, or persons who have written authorization from the
17 Agency, who knowingly and intentionally tampers with or damages water
18 and/or sewer pipes belonging to the Guam Waterworks Authority with the
19 intent to steal water, tap into the sewer system, or damage the system shall be
20 guilty of a felony of the third degree, and shall be subject to a penalty payable
21 to Guam Waterworks Authority as specified in GWA's Schedule of Tariffs
22 and Rates ~~and Charges~~, in addition to all other fines, penalties and prison time
23 allowed by law.

24 (d) If any illegal ~~hookup~~ connection is discovered (including but not
25 limited to illegal ~~hookup~~ connections by building contractors), water/wastewater
26 shall be disconnected at that location and may not be reinstated directly or indirectly

1 for that lot until a penalty calculated in accordance with Section 2104 of this rule has
2 been paid to the Guam Waterworks Authority.

3 (1) The General Manager of the Guam Waterworks Authority may
4 formulate a payment schedule that consists of a fifty (50) percent initial
5 payment, with up to three (3) installment payments, to be repaid with the
6 respective regular bills. A twelve percent (12%) annual interest shall be
7 assessed on the unpaid balance.

8 (2) Any person who connects illegally to any water and/or sewer line
9 may not be granted additional building permits until any such penalty is paid.

10 (3) The owner and tenant (if any) of any lot having an illegal water
11 and/or sewer ~~hookup~~-connection shall be personally, jointly and severably
12 liable for all penalties and estimated value of water used.

13 (e) It shall be the specific responsibility of land/home owners and tenants
14 to make sure that there are no illegal ~~hookup~~-connections serving the property, and
15 to correct the situation hereinafter provided, or, if caught, to pay the requisite penalty
16 for the estimated water/wastewater usage for up to four (4) years.

17 (1) GWA shall determine the estimated value of the
18 water/wastewater usage by the illegal connection for a period of up to four (4)
19 years, based upon the estimated time the illegal ~~hookup~~-connection was in
20 place, using average consumption figures for the type of consumption of the
21 illegal ~~hookup~~-connection system-wide for all ~~consumer~~-customers of that
22 class of figures. The estimated value of usage shall take into account usage of
23 the premises, number of occupants or users, and size of buildings or area
24 served by such illegal ~~hookup~~-connection.

25 (2) It shall be the burden of the recipient of the illegal ~~hookup~~
26 connection to establish that the illegal ~~hookup~~-connection was in use for less

1 than a period of four (4) years or that the estimated usage as determined by
2 GWA is incorrect.

3 (f) It shall be considered a felony of the third degree for any person other
4 than an employee of the Agency acting in his official capacity to knowingly tamper
5 with any line, valve or meter, or knowingly damage or cut any line, valve or meter,
6 or tap into any water line belonging to GWA for the purpose of taking water without
7 the previous written approval of the Guam Waterworks Authority.

8 (1) As stipulated by Public Law 19-14, Section 8, if any employee
9 or agency of any Contractor knowingly taps into any water and/or sewer line
10 belonging to GWA without prior written approval, his employer and any
11 general contractor who may have been supervising the employee or the agent
12 or the employer or the subcontractor shall have their contractor's licenses
13 revoked by the Contractor's Licensing Board for eighteen (18) months if the
14 Board finds:

15 (i) That one (1) or more persons involved were employed by
16 or were agents of the contractor or employers, and one (1) or more
17 persons knowingly tapped into water and/or sewer lines without the
18 prior written permission of GWA.

19 (ii) That at least one (1) of the persons who illegally tapped
20 into the line was acting in his capacity as a principal, officer, agent or
21 employee of the employer or contractor.

22 (iii) It is immaterial if the contractor or employer had actual
23 knowledge of the illegal ~~hookup~~-connection, if done in the course of
24 employment.

25 (g) It shall be considered an illegal ~~hookup~~-connection if the connection to
26 a line is metered for other purpose than the designated service.

1 (h) A bounty as specified in GWA's Schedule of Tariffs and Rates ~~and~~
2 ~~Charges~~ shall be paid to any person who reports an illegal water and/or sewer ~~hookup~~
3 connection for the same location. If several persons report an Illegal ~~hookup~~
4 connection or non-compliance, the bounty shall be divided evenly between those
5 persons reporting the ~~Illegal hookup~~ connection.

6 (1) If any person reports more than ten (10) illegal ~~hookups~~
7 connections or non-compliances within a twelve-month period, that person
8 shall not receive any bounty unless at least fifty percent (50%) of the reported
9 illegal ~~hookups~~ connections or instances of non-compliance are determined to
10 be actually illegal.

11 **Section 8.** § 2107, Article 1, Chapter 2, Title 28, of the Guam Administrative
12 Rules and Regulations, is hereby *amended* to read:

13 **§ 2107. Meter Reading and Rendering of Bills.**

14 (a) All bills shall be rendered upon actual readings, except as provided for
15 in 12 G.C.A., Section 12027, and subject to the provisions as set forth in 12 G.C.A.,
16 Section 12026.

17 (1) Bills shall be rendered upon actual readings taken within no more
18 than (70) days of the billing, subject to the following provisions:

19 (i) Regular bills are sent at approximately thirty (30) day
20 intervals; and

21 (ii) All meters shall be read at least every forty (40) days,
22 unless the Public Utilities Commission has approved an alternate
23 billing plan to read the meters approximately every two (2) months and
24 estimate every other bill.

25 (2) If GWA fails to read a meter for more than seventy (70) days,
26 GWA may only charge the ~~consumer~~ customer for usage based on

1 consumption as registered on the meter between the date of the new reading
2 and subsequent normal reading cycle to determine actual usage.

3 (3) The Governor may issue an executive order, in the event of a natural
4 disaster or unusual circumstance, that may extend the seventy (70) day period
5 of readings, subject to sections prescribed in P.L. 22-53.

6 (4) Inaccessibility to GWA's meters attributable to the fault of the
7 ~~consumer~~ customer, and subsequent notification in writing by GWA
8 informing the ~~consumer~~ customer of the inaccessibility to GWA's meters,
9 shall allow GWA to make estimated billings until the meter becomes
10 accessible.

11 (5) Special readings may be made when necessary for closing of
12 accounts or for other reasons.

13 (b) GWA may not back bill customers for additional consumption of water
14 or sewer service due to faulty meters or previous billings except as provided for in
15 12_G_C_A, Section 12027.

16 (1) In the event of non-functioning or defective meters, GWA shall
17 not back bill customers for additional consumption of water based upon
18 estimated usage, except for back billing not to exceed the four billing cycles
19 immediately preceding the discovery by GWA of such an error, and not to
20 exceed four (4) months, for the reasonable estimated usage for such billing
21 cycles, using reasonable estimates based upon the subsequent actual average
22 daily consumption by the ~~consumer~~ customer over a two (2) month period, or
23 other formula, as prescribed by the Public Utilities Commission.

24 (2) In the event of billing errors or omissions, GWA shall not back
25 bill customers for additional consumption of water based upon estimated
26 usage, except for back billing not to exceed the four billing cycles

1 immediately preceding the discovery by GWA of such an error, and not to
2 exceed four (4) months.

3 (c) The sections as contained in this Rule shall not apply to any
4 circumstance in which the meter has been damaged or is inaccessible as a result of
5 actions or negligence on the part of the ~~consumer~~-customer, or where there is
6 evidence of fraud or meter tampering on the part of the ~~consumer~~-customer, or by an
7 agent or employee of the ~~consumer~~-customer, or where there is proof of fraud,
8 collusion or conspiracy by the ~~consumer~~-customer to pay less than the proper charges
9 for water and sewer service.

10 (d) Closing bills for short periods of time since the last meter reading date
11 will ordinarily be determined by the amount of water actually used, as indicated by
12 the meter reading and is subject to a minimum charge.

13 (e) Readings of separate meters may not be combined. For the purpose of
14 computing charges, all meters serving the ~~consumer~~-customer's premises shall be
15 considered separately, and the readings thereof shall not be combined except in cases
16 where GWA, because of operating necessity, installs two or more meters in parallel
17 to serve the same ~~consumer~~-customer's supply pipe.

18 (1) When there is more than one meter at a location, the metering
19 equipment shall be so tagged or plainly marked as to indicate the facilities
20 being metered.

21 (f) It is the responsibility of the ~~consumer~~-customer to protect the meter
22 and its setting so that the reading of the meter can be accomplished speedily and
23 accurately. The Agency recognizes that in some cases the meters and its settings can
24 be damaged by persons other than ~~consumer~~-customers. In any case, if the meter is
25 damaged or non-recording, the customer should notify GWA.

1 (1) **Access to customer premises.** GWA shall at all times have the right
2 of ingress to and egress from the customer's premises at all reasonable hours
3 for any purpose reasonably connected with GWA's property used in
4 furnishing service and the exercise of any and all rights secured to it by law
5 or these rules.

6 (2) The customer shall provide convenient access to the meter and shall
7 not cause or permit any obstruction thereto. If a meter is obstructed, GWA
8 shall give notice thereof to a responsible occupant of the property served or
9 by mail to the customer's last known billing address. Within five days thereof,
10 the customer shall cause the obstruction to be removed or shall enter into an
11 agreement with GWA whereby GWA shall remove the obstruction or relocate
12 the meter at the expense of the customer.

13 **Section 9.** § 2108, Article 1, Chapter 2, Title 28, of the Guam Administrative
14 Rules and Regulations, is hereby *amended* to read:

15 **§ 2108. Billing Collection.**

16 (a) All bills shall be due and payable upon deposit in the United States Mail
17 or upon other presentation, to the ~~consumer~~customer. The ~~consumer~~customer shall
18 be responsible to keep GWA informed of the ~~consumer~~customer's most recent
19 billing address. Payment shall be made at the office of GWA or by mail addressed
20 to GWA, or to duly authorized collectors of GWA.

21 (b) Any bill that remains unpaid ~~which is not paid~~ on or before the
22 specified due date after presentation ~~or deposit in the United States Mail~~ shall be
23 deemed delinquent and the water and/or sewer service shall be subject to the
24 provisions of GWA's discontinuation of water and/or sewer service as set forth in
25 §2110. Discontinuation of water and/or sewer services does not confer upon the

1 ~~consumer~~-customer any right to defer or delay any payment due, and does not limit
2 any power of GWA to enforce payment of any charge or fee when due.

3 (1) Failure by the customer to receive bills or notices which have
4 been properly placed in the United States Mail or presented to the customer,
5 shall not prevent such bills from becoming delinquent nor relieve the customer
6 of his obligations therein.

7 (2) Charges for service commence when the service is installed and
8 connection made, whether used or not.

9 (c) Two or more persons who join in one application for service shall be
10 jointly and severally liable thereunder and shall be billed by means of single periodic
11 bills.

12 (d) Those customers with unreliable postal service, such as general
13 delivery addresses should come to GWA to pick up and pay their bills.

14 (e) **Insufficient funds (NSF) checks.** GWA shall be allowed to recover a
15 fee as set forth in the Schedule of Tariffs and Rates ~~and Charges~~ for each instance
16 where a customer tenders payment for GWA service with an insufficient funds
17 check.

18 (1) When the GWA is notified by the customer's bank that there are
19 insufficient funds to cover the check tendered for GWA service, GWA shall
20 make a diligent effort to contact the customer, either in person or by telephone,
21 to inform the customer of the inadequate payment. GWA may, at its
22 discretion, require the customer to make payment in cash, money order,
23 certified check, or other means which guarantee the customer's payment to
24 GWA.

25 (2) A customer who tenders an insufficient check shall in no way be
26 relieved of the obligation to render payment to GWA under the original terms

1 of the bill nor defer GWA's provision for termination of service for
2 nonpayment of bills.

3 (3) When a customer tenders an insufficient check and does not clear
4 the check after being notified by GWA, GWA shall debit the account for the
5 written amount plus a service charge as set forth in the Schedule of Tariffs
6 and Rates ~~and Charges~~.

7 (f) **Deferred payment plan.** GWA shall prior to termination offer to
8 qualifying residential customers a deferred payment plan for the customer to retire
9 past due bills for GWA service.

10 (1) Each deferred payment agreement entered into GWA and the
11 customer due to the customer's inability to pay an outstanding bill in full shall
12 provide that service will not be discontinued if:

13 (i) Customer agrees to pay fifty (50) percent of the
14 outstanding bill at the time the parties enter in the deferred payment
15 agreement.

16 (ii) Customer agrees to pay all future bills for GWA's service
17 in accordance with the billing and collection practices of GWA.

18 (iii) Customer agrees to pay the remaining outstanding balance
19 in installments over a period not to exceed six (6)-months.

20 (2) Any customer who desires to enter into a deferred payment
21 agreement shall establish such agreement prior to GWA's scheduled
22 termination date for nonpayment of bills; customer failure to execute a
23 deferred payment agreement prior to the scheduled termination date shall not
24 prevent GWA from terminating service for nonpayment.

25 (3) Deferred payment agreements shall be in writing and shall be
26 signed by the customer and an authorized GWA representative.

1 (4) A deferred payment agreement offered by GWA shall state
2 immediately preceding the space provided for the customer's signature and in
3 bold face print at least two sizes larger than any other used thereon the words
4 "IF YOU ARE NOT SATISFIED WITH THIS AGREEMENT, DO NOT
5 SIGN. IF YOU DO SIGN THIS AGREEMENT, YOU GIVE UP YOUR
6 RIGHT TO DISPUTE THE AMOUNT DUE UNDER THE AGREEMENT
7 EXCEPT FOR GWA'S FAILURE OR REFUSAL TO FOLLOW THE
8 TERMS OF THIS AGREEMENT."

9 (5) A deferred payment agreement shall include a finance charge
10 which shall equal the prime rate posted locally by a financial institution
11 acceptable to GWA, or as otherwise established.

12 (6) If an applicant for GWA service has not fulfilled the terms of a
13 deferred payment agreement, GWA shall have the right to disconnect service
14 pursuant to GWA's termination of service rules as contained in §2110, and
15 under such circumstances, it shall not be required to offer subsequent
16 negotiation of a deferred payment agreement prior to disconnection.

17 (g) **Late payment penalty.** GWA shall include in its tariffs a late payment
18 penalty tariff which may be applied to past due bills.

19 (1) The amount of the late payment penalty shall be indicated upon
20 the customer's bill when rendered by GWA.

21 (h) **Bill analysis.** When a customer requests GWA to provide an analysis
22 of past charges, a bill analysis charge will be assessed as set forth in the Schedule of
23 Tariffs and Rates ~~and Charges~~.

24 (1) This charge shall not apply when the request for a bill analysis is
25 pursuant to a billing dispute.

1 (i) **Minimum charge.** All customers are subject to a minimum charge as
2 set forth in the Schedule of Tariffs and Rates ~~and Charges~~. This charge is designed
3 primarily to recover costs of facilities, and will be assessed regardless of the service
4 interruptions experienced during the billing period.

5 (j) GWA may offset any charge, fee, or other indebtedness due or owing
6 by a ~~consumer~~ customer to the GWA against any deposit, payment, credit or advance
7 made by the customer.

8 (k) Thirty (30) days after notifying a customer, GWA shall transfer the
9 outstanding balance from a closed account to an active account of the same customer
10 if the balance is not paid or an installment payment is not arranged with GWA.

11 **Section 10.** § 2109, Article 1, Chapter 2, Title 28, of the Guam Administrative
12 Rules and Regulations, is hereby *amended* to read:

13 **§ 2109. Meter Tests and Adjustment of Bills.**

14 (a) **Meter tests.** All meters are tested prior to installation. Any ~~consumer~~
15 customer who, for any reason, doubts the accuracy of the meter serving his premises,
16 and subsequent to corrective actions being taken by the Agency in accordance with
17 GWA standard operating procedures, may request GWA to perform a test of the
18 meter after depositing a test fee. The ~~consumer~~ customer, if he so requests, will be
19 notified as to the time of the test and may witness the test if he so desires. The test
20 fee will be refunded if the test indicates the meter is registering more than two
21 percent (2%) over the actual flow. If a the meter is found to be working improperly,
22 it will be replaced or repaired by GWA within fifteen (15) working days.

23 (1) The test fee shall be set forth in the Schedule of Tariffs and Rates
24 ~~and Charges~~.

25 (b) **Adjustment of bills for meter inaccuracy.** If, as the result of the test,
26 the meter is found to register GWA will refund to the ~~consumer~~ customer the

1 overcharge, based on ~~past~~ consumption for a period not to exceed six months unless
2 it can be proved that the error was due to some cause, the date of which can be fixed.
3 In this latter case, the overcharge shall be computed back to, but not beyond, such
4 date.

5 (c) If a meter fails to register due to any cause except the non-use of water,
6 an estimated bill may be rendered. Such estimated bill will be subject to equitable
7 adjustment taking into account all factors before, during and after the period of said
8 bill.

9 **Section 11.** § 2110, [Article 1](#), Chapter 2, Title 28, of the Guam Administrative
10 Rules and Regulations, is hereby *amended* to read:

11 **§ 2110. Disconnection of Water and Sewer Service.**

12 (a) GWA may disconnect or discontinue water and/or sewer service in
13 order to enforce compliance with sewer service in order to enforce compliance with
14 GWA's Service Rules and Regulations. The termination of water service shall
15 include termination of sewer service.

16 (b) **Non-permissible reasons to disconnect service.** GWA may not
17 disconnect service for any of the reasons stated below:

18 (1) Delinquency in payment for services rendered to a prior customer
19 at the premises where service is being provided, except if it can be determined
20 that there is intent between the parties to circumvent the provisions of these
21 regulations, and where the prior customer continues to reside on the premises.

22 (2) Failure to pay for a bill to correct a previous underbilling due to an
23 inaccurate meter or meter failure if the customer agrees to enter into a deferred
24 payment plan as stipulated in Section 2108.

25 (3) GWA shall not terminate service when conditions are especially
26 dangerous to health provided:

1 (i) The customer can establish through medical documentation
2 that, in the opinion of a licensed medical physician, termination would
3 be especially dangerous to the customer's health.

4 (ii) Life-saving apparatus used in the home is dependent on
5 utility service for operation of such apparatus.

6 (4) GWA service to elderly or ~~handicapped~~ persons with disabilities
7 who have an inability to pay will not be terminated until all of the following
8 avenues have been exhausted:

9 (i) The customer is unable to meet the requirements of the
10 utility's deferred payment plan; and

11 (ii) Funds available from various government and social
12 assistance agencies have been exhausted; and

13 (iii) A third party designated by the customer has been notified
14 and is unable to satisfy the outstanding utility bill.

15 (c) **Termination of service without notice.** GWA service may be
16 disconnected without advance written notice under the following conditions:

17 i. The existence of an obvious hazard to the safety or health of the
18 ~~consumer~~-customer or the general population.

19 ii. GWA has proof of meter tampering or other acts to defraud
20 GWA.

21 iii. Unauthorized resale or use of water services.

22 iv. GWA has proof that a high hazard cross-connection at the
23 ~~consumer~~-customer's water piping system exists and/or a positive total
24 coliform and a contamination of lead and copper in the ~~consumer~~-customer's
25 piping system has been identified by a certified laboratory.

1 (1) GWA shall not be required to restore service until the
2 conditions which resulted in the termination have been corrected to the
3 satisfaction of GWA.

4 (2) GWA shall maintain a record of all terminations of service
5 without notice. This record shall be maintained for a minimum
6 of three

7 (3) years and shall be available for inspection.

8 (d) **Termination of service with notice.** GWA may disconnect service
9 with notice to any customer for any reason stated below provided the utility has met
10 the notice requirements established in these Rules:

11 (i) Customer violation of any of GWA's Rules and Regulations and
12 internal operating procedures.

13 (ii) Failure of the customer to pay a bill for service within thirty (30)
14 days after the remaining or presentation of the bill thereof to the ~~consumer~~
15 customer.

16 (ii) Failure of the customer to provide GWA reasonable access to its
17 equipment and property.

18 (iv) Customer breach of contract for service between GWA and
19 customer.

20 (v) When necessary for GWA to comply with an order of any
21 governmental agency having such jurisdiction.

22 (vi) Where negligent or wasteful use of water exists on any premises,
23 if such conditions are not corrected after giving the ~~consumer~~-customer
24 written notice to do so.

25 (vii) Failure to comply with the requirements of Section 2109 of
26 GWA's Service Rules and Regulations.

1 (1) GWA shall maintain a record of all terminations of service
2 with notice. This record shall be maintained for a three (3) year period
3 and be available for inspection.

4 (e) **Termination notice requirements.** GWA shall terminate service to
5 any of its customers without providing advance written notice to the customer of
6 GWA's intent to disconnect service, except under those conditions specified where
7 advance written notice is required.

8 (1) Such advance written notice shall contain, at a minimum, the
9 following information:

10 (i) The name of the person whose service is to be terminated
11 and the address where service is being rendered.

12 (ii) The amount of the bill which the customer has failed to
13 pay in accordance with the payment policy of GWA or under
14 circumstances as prescribed in Section 4 of this rule, and where it
15 should be paid to avoid disconnection.

16 (iii) The date the notice is delivered or placed in the U.S. mail
17 and the exact date on or after which service may be terminated.

18 (iv) A statement advising the customer that GWA will, on
19 request, make an investigation of, and hold a hearing on, any disputed
20 bill, charge, fee, or indebtedness in accordance with Section 2121 of
21 GWA's Service Rules and Regulations.

22 (v) A statement advising the customer to contact GWA at a
23 specific address, email and contact phone number for information
24 regarding any deferred billing or other procedures which GWA may
25 offer or to work out some other mutually agreeable solution to avoid
26 termination of the customer's service.

1 (vi) The name of government agencies or other organizations
2 known to GWA that render assistance to certain eligible persons who
3 are unable to pay their utility bill and which have requested that their
4 name, address, email and contact phone number be given to any
5 customers facing possible termination of service. Such information
6 may be provided on a separate sheet included with the notice of
7 termination.

8 (2) Where applicable, a copy of the termination notice will be
9 simultaneously forwarded to designated third parties.

10 (3) If the ~~consumer~~-customer wishes to dispute a proposed
11 termination of service, the ~~consumer~~-customer must, within five (5) business
12 days from the notice of termination, appeal the dispute in accordance with the
13 procedures outlined in Section 2121.

14 (f) **Timing of termination with notice.** GWA shall be required to give at
15 least ten (10) days advance ~~written~~ notice prior to the termination date.

16 (1) Such notice shall be considered to the customer when a copy
17 thereof is posted first class in the U.S. mail to the customer's last known billing
18 address.

19 (2) If after the period of time allowed by the notice has elapsed and
20 the delinquent account has not been paid nor arrangements made with GWA
21 for the payment thereof or in the case of a violation of GWA's rules the
22 customer has not satisfied GWA that such violation has ceased, GWA may
23 then terminate service on or after the day specified in the notice without giving
24 further notice.

25 (3) Service may only be disconnected in conjunction with a personal
26 visit to the premises by an authorized representative of GWA.

1 (4) GWA shall have the right (but not the obligation) to remove any
2 or all of its property installed on the customer's premises at the termination of
3 service.

4 (g) **Landlord Tenant Rule.** In situations where service is rendered at an
5 address different from the mailing address of the bill or where the utility has reason
6 to know that a landlord/tenant relationship exists and that the landlord is the
7 customer of the utility, and where the landlord as customer would otherwise be
8 subject to disconnection of service, the utility may not disconnect service until the
9 following actions have been taken:

10 (i) Where it is feasible to so provide service, GWA, after providing
11 notice as required in these rules, shall offer the occupant the opportunity to
12 subscribe for service in his or her own name consistent with § 2104. If the
13 occupant then declines to so subscribe, GWA may disconnect service pursuant
14 to the rules.

15 (ii) GWA shall not attempt to recover from a tenant or condition
16 service to a tenant with the payment of any outstanding bills or other charges
17 due upon the outstanding account of the landlord.

18 (h) ~~Consumer~~ Customer **about to vacate premises.** Each ~~consumer~~
19 customer about to vacate any premises supplied with water by GWA shall give
20 notice in person, in writing or by telephone of his intention to vacate (4) four working
21 days prior thereto specifying the date service is desired to be discontinued, otherwise
22 he shall be held responsible for all water service furnished to such premises until
23 GWA has received such notice of discontinuance. Before buildings are demolished,
24 GWA shall be notified so the service connection can be closed.

25 (i) No termination of service shall be made during any time when the
26 business office in GWA is not open, or during the pendency of any investigation by

1 GWA of, or hearing on, the bill, charge, fee, or indebtedness involved provided the
2 ~~consumer~~-customer has placed into escrow with GWA an amount equal to the
3 disputed amount.

4 **Section 12.** § 2111, Article 1, Chapter 2, Title 28, of the Guam Administrative
5 Rules and Regulations, is hereby *amended* to read:

6 **§ 2111. Schedule of Tariffs and Rates and ~~Charges~~.** All rates and charges
7 are available free of charge at GWA on a Schedule of Tariffs and Rates and ~~Charges~~"
8 form or on the GWA website.

9 **Section 13.** § 2112, Article 1, Chapter 2, Title 28, of the Guam Administrative
10 Rules and Regulations, is hereby *amended* to read:

11 **§ 2112. Electrical Grounding.**

12 (a) Protective grounding of alternating current secondary distribution
13 circuits made to the water system shall be subject to written approval by GWA.

14 (b) No grounding of direct current system to any portion of the water
15 system shall be permitted. Authorized representatives of GWA shall be permitted to
16 enter upon the ~~consumer~~-customer's premises, during reasonable hours, to assure
17 compliance with this provision. Noncompliance with this provision may result in
18 discontinuance of water service until the violation is corrected and liability for any
19 damage to the GWA and for personal injury resulting therefrom.

20 (c) GWA will not be responsible for the maintaining of a continuous
21 metallic water piping system and reserves the right, without liability to public utility
22 electric companies, electric ~~consumer~~-customers, or any other agency or individual
23 to create a physical break in its service connection and mains, or to incorporate non-
24 metallic pipes and appurtenances in its system and to make joints of any materials,
25 without regard to their efficiency as conductors of electricity and without giving
26 notice.

1 **Section 13.** § 2113, Article 1, Chapter 2, Title 28, of the Guam Administrative
2 Rules and Regulations, is hereby *amended* to read:

3 **§ 2113. ~~Consumer's~~Customer's Pumping Installations.**

4 (a) ~~Consumers~~Customers shall not be permitted to install or operate pumps
5 on either side of the water meter, except in cases approved in writing by GWA.

6 (b) Approvals given by GWA under this will be qualified by clauses
7 making them revocable upon ninety (90) days' notice during which period the
8 ~~consumer~~customer, if he desires to continue the operation of the pump, shall
9 eliminate the objectionable features causing the giving of such notice. However, if
10 the objectionable operation of a pump, whether approved under this clause or not,
11 constitutes a health hazard to the public water supply system, the operation of such
12 pump shall be discontinued immediately and not resumed until such health hazard
13 has been removed.

14 (c) No pump shall be equipped with a direct water supply connection for
15 priming purposes except with the written permission of GWA.

16 **Section 14.** § 2114, Article 1, Chapter 2, Title 28, of the Guam Administrative
17 Rules and Regulations, is hereby *amended* to read:

18 **§ 2114. Cross-Connection and Backflow Prevention.**

19 (a) In order to provide proper sanitary protection to GWA's water supply
20 and to comply with the applicable regulations, GWA will require that following the
21 effective date of these Rules and Regulations no cross-connections with other water
22 supplies, or other physical connections, shall exist, or be installed, located,
23 maintained or operated which could permit backflow of contaminated water or any
24 other dangerous, impure, unsanitary, or unpotable substance from the ~~consumer~~
25 customer's premises into GWA's water supply system, except as provided below:

1 (1) Cross-connection with other water supplies. Owners (or
2 operators) of presently existing water supplies which are in active use and
3 cross-connected to GWA's system will be required to secure Backflow
4 preventor permits for the continuance of such cross-connections. Backflow
5 Permits will be granted on a provisional basis, renewable yearly, under the
6 following conditions:

7 (i) Where such water supplies are regularly examined by
8 GEPA and GWA and are approved by GEPA and GWA as acceptable,
9 safe and sanitary supplies and continue as such at all times while the
10 connections are in existence.

11 (ii) Where such water supplies do not meet the requirements
12 of (i) above, are not normally under pressure and are maintained solely
13 for firefighting purposes, and where adequate protection against
14 backflow to the GWA water system is provided by mechanical, or other
15 methods or devices satisfactory to GWA.

16 (b) **Separate pressure system.** GWA will require the installation of
17 mechanical, or other, methods or devices on the ~~consumer~~-customer's side of the
18 meter to prevent backflow whenever the ~~consumer~~-customer maintains a separate
19 pressure system or a separate storage facility, or in any other way increases the
20 pressure of the water and/or sewer within his premises above the pressure furnished
21 by GWA; or has such equipment devices or arrangement of piping, storage or
22 industrial methods or processes that might, under certain conditions, raise the
23 pressure of the water and/or sewer within his premises above the pressure of the
24 water and/or sewer in the mains of GWA. Plans for such installations must be
25 approved by GWA.

1 (c) **Location and inspection of protective devices.** Any device installed
2 for the prevention of backflow as may be required under these Rules and
3 Regulations, shall, unless GWA approves otherwise in writing, be located above
4 ground and in such a manner as to be safe from flooding or submergence in water of
5 other liquids, properly protected from external damage, freely accessible and with
6 adequate working room for inspection, testing and repairing. All such devices shall
7 be tested and inspected internally not less than once annually or more often in those
8 instances where successive inspections indicate repeated failure. Repairs,
9 replacement of parts, etc., shall be made whenever necessary at the expense of the
10 ~~consumer~~-customer. Making annual tests and inspections shall be the responsibility
11 of the ~~consumer~~-customer and shall be made by the ~~consumer~~-customer or other
12 qualified person or persons in accordance with methods acceptable to GWA.
13 Records of tests and inspections shall be made on forms prescribed by GWA and a
14 copy of such records shall be furnished to GWA. Failure of the ~~consumer~~-customer
15 to make the proper tests and submission of records may result in GWA making the
16 tests, needed repairs and replacements and charging the costs thereof to the
17 ~~consumer~~-customer.

18 (2) In all cases, the backflow prevention device shall be installed
19 according to the backflow ~~preventer~~-preventer manufacturer's direction and
20 easily accessible location.

21 (d) **Irrigation systems.** The following guidelines relating to the backflow
22 prevention device for irrigation systems shall apply:

23 (1) Atmospheric vacuum breaker after the last control valve of each
24 sprinkler circuit and at a minimum of six inches above the highest irrigation
25 head. The atmospheric vacuum breaker shall be installed only on irrigation

1 circuits with heads that will not return any pressure in the circuit, after the
2 circuit control is closed.

3 (2) Pressure vacuum breakers shall be installed at the beginning of
4 each irrigation circuit and at the minimum of twelve inches above the highest
5 irrigation head on the circuit. Individual irrigation circuit having quick
6 coupling valves or other similar type heads that will permit pressure to be
7 retained in the circuit shall have a pressure vacuum breaker on each circuit. A
8 pressure vacuum breaker may not be installed where; ~~double check valve~~
9 ~~assembly~~; a reduce pressure principal backflow prevention device, or air gap
10 separation is required.

11 (3) A double check valve assembly may be installed to serve
12 multiple irrigation circuits in lieu of vacuum breakers on each individual
13 irrigation circuit.

14 (43) A reduced pressure principal backflow ~~preventor~~ preventer or air
15 gap separation shall be required before any piping network in which
16 fertilizers, pesticides, and other chemicals or other toxic contaminants are
17 injected or siphoned into the irrigation system.

18 (e) **Maintenance requirements.** The following guidelines relating to the
19 maintenance requirements of prevention devices, e.g., backflow prevention devices,
20 vacuum breakers, etc., shall apply:

21 (1) It shall be the responsibility of water users to maintain all backflow
22 ~~preventors~~ preventers and vacuum breakers within the building or on the
23 premises in good working order. No piping nor other arrangement for the
24 purpose of bypassing backflow devices shall be permitted.

25 (2) Periodic testing and inspection schedule shall be established by the
26 GWA General Manager for all backflow ~~preventors~~ preventers in intervals

1 between such testing, inspection, and overhaul of each device shall be
2 established in accordance with age and condition of the backflow prevention
3 device. The inspection interval should not exceed one year. Backflow
4 prevention devices should be inspected frequently after initial installation to
5 ensure that the devices are properly installed, and debris resulting from the
6 installation has not interfered with the functioning of the device. The
7 inspection and testing shall be performed by a certified tester approved by the
8 GWA General Manager. In those instances where the GWA General Manager
9 deems the installation to constitute a hazard, inspections may be required at
10 more frequent intervals. Records of any tests, repairs, and overhauls shall be
11 recorded and kept on a form prescribed by the GWA General Manager.
12 Should the water user fail to perform the proper tests, and fail to provide all
13 records relating to the test, the GWA General Manager may at ~~their~~ discretion,
14 perform the necessary tests, needed repairs and replacements, and charge the
15 cost thereof to the water ~~consumer~~ customer.

16 (f) **Affidavit of compliance.** Upon request of GWA, the ~~consumer~~
17 customer shall present an affidavit either certifying to the fact that there are no
18 connections or other installations of the type prohibited in Section 2101 of this Rule
19 on his premises or describing in detail all conforming and nonconforming
20 connections or installations.

21 (g) **Discontinuance of water and/or sewer service for noncompliance.**
22 Failure on the part of the ~~consumer~~ customer to comply with GWA's requirements
23 relative to cross-connections and backflow prevention will be sufficient reason for
24 discontinuing water and/or sewer service until such time as the requirements have
25 been met.

1 (h) GWA shall not be liable for any injury to persons or damage to property
2 which may result directly or indirectly from the installation of testing or any device
3 intended to protect GWA's public water supply from contamination.

4 **Section 15.** § 2115, Article 1, Chapter 2, Title 28, of the Guam Administrative
5 Rules and Regulations, is hereby *amended* to read:

6 **§ 2115. Private Fire Protection Service.**

7 (a) Private fire protection service will be furnished only where adequate
8 provision is made to prevent diversion of water through such service for other
9 purposes. The fire service connection will be installed by GWA and shall be paid for
10 by the ~~consumer~~-customer in accordance with the provision for the installation of
11 new service connections. After the water is turned on GWA assumes no liability for
12 loss or damage of any kind whatsoever that may occur to the premises serviced,
13 regardless of cause.

14 (b) All private fire protection services will be metered with a double
15 detector check valve and a bypass meter of a type approved by GWA. The meter and
16 the meter box required therefor shall be furnished, installed, and maintained by
17 GWA and be paid by the ~~consumer~~-customer as to all costs. All service connections
18 and the bypass meter shall become the property of GWA after installation. The check
19 valve assembly, including the assembly enclosure and facilities leading therefrom
20 shall be installed, owned, operated, and maintained by the ~~consumer~~-customer.

21 (c) A charge will be made for water used through such connection for fire
22 protection purposes but any water loss through leakage or used in violation of the
23 conditions contained herein shall be paid for by the ~~consumer~~-customer at the regular
24 Schedule of Tariffs and Rates-and-Charges. GWA may disconnect and remove the
25 said service connection if water is used for other than fire protection purposes or if

1 leaks are not corrected. Whenever such disconnection is in effect, GWA shall not be
2 held in any way liable for loss or damage sustained due to such condition.

3 (d) A monthly minimum charge will be charged to the ~~consumer~~ customer
4 for the size of meter installed, in accordance with Section 2111, Schedule of Tariffs
5 and Rates ~~and Charges~~.

6 (e) All provisions of §2115 as contained in GWA's Service Rules and
7 Regulations shall pertain to existing fire sprinkler systems.

8 **Section 16.** § 2116, Article 1, Chapter 2, Title 28, of the Guam Administrative
9 Rules and Regulations, is hereby *amended* to read:

10 **§ 2116. Use of and Damage to Fire Hydrants, Change in Hydrant**
11 **Location, Hydrant Color Codes.**

12 (a) **Use of Fire Hydrant.** Any use of a fire hydrant or tampering therewith
13 or the taking of water therefrom for purposes other than fire protection by persons
14 other than authorized employees of the Guam Fire Department or of GWA is
15 prohibited except upon prior application to and written permit by GWA. The Guam
16 Fire Department shall have the prior right to use any hydrant at any time and shall
17 have the authority to remove peremptorily, if necessary in case of fire, any
18 connection that may be made to a hydrant under a permit issued by GWA. The use
19 of any hydrant under a permit and the connections thereto shall be subject to the
20 direction and approval of GWA.

21 (b) **Application to Permit.** Application for a permit for the use of a fire
22 hydrant for purposes other than fire protection shall be made in writing to GWA and
23 when required, shall be accompanied by payment of the applicable connection
24 charges. It shall be non-transferable and shall be shown upon demand by the
25 permittee, its agents or employees. GWA reserves the right to reject any application,
26 to refuse to issue any permit and to revoke any permit at any time. No permit will be

1 issued unless the permittee agrees to notify GWA as soon as the use of the hydrant
2 is finished. In the event that a permit shall be revoked, the use of the hydrant
3 thereunder shall cease immediately and all connections thereto shall be properly
4 removed forthwith. GWA will inspect each hydrant which has been used under a
5 permit, and all costs of repairs which GWA may adjudge to be due to such use and
6 the cost of inspection shall be paid for by the permittee. All water drawn from a
7 hydrant under permit shall be metered and shall be paid for by the permittee at the
8 current water rates. A traveling portable meter will be issued to the permittee by
9 GWA for this purpose. The permittee shall make the meter available to GWA for
10 reading not less than once a month. Any damage caused to the meter during the time
11 of use by the permittee shall be paid for by the permittee. The permittee shall pay all
12 of the costs of connecting to and disconnecting from the hydrant.

13 (c) **Hydrant Wrenches.** Only regulation fire hydrant wrenches approved
14 by GWA shall be used for the operation of fire hydrants.

15 (d) **Damage to hydrant or property.** The permittee shall report promptly
16 any defect in or damage to the hydrant. The cost of any loss or damage to property
17 or of any injury to persons resulting from the use of the hydrant shall be paid for by
18 the permittee. GWA will not be held responsible for any damage to property or injury
19 to persons arising from the use of any hydrant for any cause whatsoever. Any
20 damage to fire hydrants shall be paid for by the person or organization responsible
21 for the damage.

22 (e) **Change in location or removal of hydrant.** The Agency will, if it
23 approves the request for a change in location or removal of a hydrant, change such
24 location provided the cost of all labor, material, equipment and all other charges are
25 paid by the person or entity requesting such change.

1 (1) **Fire Protection.** In fixing the standards for fire protection
2 insofar as water supply is concerned, GWA will be guided by the standards of
3 the National Board of Fire Underwriters.

4 (f) **Color Codes.** All fire hydrants shall be painted in accordance with
5 Guam P.L. 19-49, Section 21206.2.

6 **Section 18.** § 2117, Article 1, Chapter 2, Title 28, of the Guam Administrative
7 Rules and Regulations, is hereby *amended* to read:

8 **§ 2117. Refrigeration and Air Conditioning Equipment**

9 (a) New installation or replacement installation of refrigeration or air
10 conditioning equipment requiring the use of water from the public water system shall
11 be made only after a permit authorizing such installation has been issued by GWA.
12 Before a permit is issued the owner shall inform GWA in writing of the make, type,
13 horsepower and tonnage of installation, the minimum and maximum water
14 requirements, the name and address of the applicant, the location of the premises
15 where the unit is to be installed and such additional information regarding the
16 proposed installation as may be required by GWA.

17 (b) Any water-using unit of refrigeration or air conditioning equipment of
18 small size shall be equipped with an automatic water-regulating device and/or water-
19 conserving device which will limit the total flow of water to six gallons per minute
20 momentary actual load or 2 gallons per minute per ton of refrigeration, whichever is
21 the less, and which will automatically stop the flow of water when the unit stops.

22 (c) Any large size water-using unit of refrigeration or air conditioning
23 equipment shall be equipped with a water conserving device which will (a) limit the
24 flow of water to not more than 0.2 gallon per minute per ton of refrigeration, actual
25 load, and (b) automatically stop the flow of water when the unit is shut down.

1 (d) For the purpose of these regulations a unit of less than 25 tons rated
2 capacity shall be considered a small unit.

3 (e) Where several units serve the same premises, their combined capacity
4 shall be considered to be the capacity of the unit.

5 (f) All installations of water-using refrigeration and air conditioning
6 equipment, regardless of capacity, which are to be served by the public water system
7 must conform with all other applicable Rules and Regulations.

8 (g) Where refrigeration or air conditioning equipment not requiring the use
9 of water in the process is available for a new or replacement installation, GWA may
10 require the use of such equipment, in the interest of water conservation, as a
11 condition for issuing a permit.

12 **Section 18.** § 2118, Article 1, Chapter 2, Title 28, of the Guam Administrative
13 Rules and Regulations, is hereby *amended* to read:

14 **§ 2118. Main Extensions**

15 (a) **General requirements.** Upon request by a potential applicant for a
16 main extension, GWA shall prepare, with an estimated cost of preparation, a
17 preliminary sketch and rough estimate of the cost of installation to be paid by said
18 applicant. Such estimated cost shall be based upon on the cost of a main, not in
19 excess of six (6) inches in diameter, except where a larger main is required by the
20 special needs of the applicant.

21 (1) Any applicant for a main extension requesting GWA to prepare
22 detailed plans, specifications, and cost estimate shall be required to deposit
23 with the utility an amount equal to the estimated cost of preparation. GWA
24 shall, upon request, make available within thirty (30) days after receipt of the
25 deposit referred to above, such plans, specifications, and cost estimates of the
26 proposed main extension. Where the applicant accepts GWA construction of

1 the extension, the deposit shall be credited to the cost of construction;
2 otherwise, the deposit shall be nonrefundable. If the extension is to include
3 oversizing of facilities to be done at GWA's expense, appropriate details shall
4 be set forth in the plans, specifications, and cost estimates.

5 (2) Where GWA requires an applicant to advance funds for a main
6 extension, GWA shall furnish the applicant with a copy of GWA's Schedule
7 of Tariffs and Rates ~~and Charges~~ prior to the applicant's acceptance of GWA's
8 extension agreement.

9 (3) All main extension agreements requiring payment by the
10 applicant shall be in writing and signed by each party before GWA
11 commences construction.

12 (4) Each applicant may seek outside bids for main extensions
13 providing that the size, design, type, trenching specifications, and quality of
14 material shall be specified by GWA.

15 (5) Bids which are lower than GWA's estimated cost of extension
16 and meet the specifications of GWA must be accepted by GWA or GWA must
17 adjust its estimate to conform with the bid and construct the extension in
18 accordance with the specifications supplied for the bidders. Bids received by
19 the applicant that are lower than GWA's estimated cost company(ies) or
20 person(s) that is not debarred. Additionally, the cost must be from suppliers'
21 regularly priced item.

22 (6) In the event GWA's actual cost of construction is less than the
23 amount advanced by the customer, GWA shall make a refund to the applicant
24 within thirty (30) days after the completion of the construction. Likewise, if
25 GWA's actual cost of construction is more than the amount advanced by the

1 customer, GWA shall collect the deficiency within thirty (30) days after the
2 completion of the construction.

3 (b) **Minimum written requirements.** Each main extension agreement
4 shall, at a minimum, include the following formation:

5 (i) Name and address(es), contact number, email address of
6 applicant(s).

7 (ii) Proposed service address.

8 (iii) Description of requested service.

9 (iv) Description and map of the requested line extension.

10 (v) Itemized cost estimate to include details of materials, labor, and
11 other costs as necessary.

12 (vi) Payment terms.

13 (vii) A clear and concise explanation of any refunding provisions, if
14 appropriate.

15 (viii) GWA's estimated start date and completion date for construction
16 of the main extension.

17 (1) Each applicant shall be provided with a copy of the written
18 main extension agreement.

19 (c) Single residential customer ~~service lateral~~ main extensions. Each
20 applicant for a single residential customer service lateral extension shall be required
21 to pay GWA the cost of the first 100 feet of the service lateral extension as a non-
22 refundable contribution in aid of construction. The applicant shall pay to GWA the
23 cost of the service lateral extension in excess of 100 feet as an advance in aid of
24 construction subject to the refund provisions of Section 2103 of this rule. Any person
25 who is seeking a contribution in aid of this construction subject to the refund
26 provisions of Section 2103 of this rule. Any person or party who is seeking a

1 contribution in aid of construction shall submit to GWA a “Bill of Costs” in a form
2 acceptable to GWA which indicates the exact cost of construction, the materials used
3 and proof that the construction is properly permitted. The Bill of Costs shall be
4 certified by the person who constructed the service extension or the person who
5 caused the construction to take place. Failure to submit a complete and accurate Bill
6 of Costs will result in the right of contribution being denied.

7 (1) During a five (5) year period following completion of a single
8 residential customer service lateral extension, any additional customer
9 requesting a service connection to said extension shall pay to the GWA an
10 amount equal to the cost of 100 feet of the original service lateral extension.
11 GWA shall refund such additional customer’s payment to the original
12 applicant for the single residential customer service lateral extension. GWA
13 shall refund such additional customer’s payment to the original applicant for
14 the single residential customer service lateral extension. When such payments
15 by additional customers equal the original advance in aid of construction, no
16 additional sums shall be collected for subsequent connections to the extension.

17 (2) If after ~~fifteen~~ five (15) years from GWA's receipt of the advance,
18 the advance has not been totally refunded, the advance shall be considered a
19 contribution in aid of construction, and shall no longer be refundable.

20 (d) **Multi-customer extensions.** The applicant(s) for a multi-customer
21 service lateral extension shall be required to pay as a contribution in aid of
22 construction to GWA the cost of the service lateral extension to be installed. The
23 costs of the extension shall include necessary service stubs or service pipes, fittings,
24 gates and housing therefor, meters and meter boxes. To this shall be added the cost
25 of fire hydrants when requested by public authority, whenever such hydrants are to
26 become the property of GWA.

1 (e) **Ownership of facilities.** Any facilities installed hereunder shall be the
2 sole property of GWA and shall thereafter be operated and maintained by GWA as
3 part of its water storage, water distribution system, and sewer system. In those
4 instances in which title to plant items such as fire hydrants will be held by a political
5 subdivision such facilities shall not be included as part of the main extension under
6 the rule, and the cost of such facilities shall not be recorded in the books of GWA.

7 (f) Subdividers shall submit to the Department of Land Management a
8 preliminary planning/development map showing the proposed water and/or sewer
9 system layout. After the Department of Land Management submits the preliminary
10 planning/development phase subdivision map to GWA for review, within thirty (30)
11 days, GWA will inform the Department in writing of its approval, requirements for
12 its approval, or its disapproval of a such subdivision map giving reasons for its
13 disapproval.

14 (1) Subdividers will be required to provide for meter boxes in the
15 proposed water system layout.

16 (g) Increase in size of water and sewer main extensions for service to other
17 areas. Whenever the Agency finds it is necessary that the water mains proposed to
18 deliver water to a subdivision or the sewer mains proposed to collect sewer from a
19 subdivision should be of a greater capacity, in order to supply water, fire protection,
20 or sewer and sanitary protection to property not in the subdivision, it shall require
21 the subdivider to install mains of such greater capacity.

22 (1) Reimbursement to subdivider for additional costs of water main
23 within subdivision. When the subdivider is required to install a larger size
24 main for the reasons set forth in the preceding paragraph, GWA will reimburse
25 the subdivider, as soon as practicable after acceptance by GWA of the
26 completed work, the additional cost of the installation over and above the cost

1 of a 6 inch main in residential areas or of any portion of the cost of an 8 inch
2 main in other areas provided further that reimbursement will be made to the
3 subdivider where such larger main or mains will serve only areas under the
4 same ownership as the subdivision under consideration.

5 (2) After the installation has been completed and accepted by GWA,
6 the subdivider shall furnish GWA with an affidavit itemizing the costs
7 incurred by him in the installation of the said larger mains. The said additional
8 costs shall be determined by GWA.

9 (h) **Delays in Construction.** If any period exceeding one year or such
10 extension as may be granted passes without substantial progress in the construction
11 of the water facilities, after approval of plans by GWA, the plan thereof shall be
12 resubmitted to GWA for review and for making such changes as it deems proper
13 because of changed conditions or revision of standards.

14 (i) **Disinfection of Water System.** No water system, in whole or in part,
15 including main extensions to the system, shall be placed in service without first being
16 disinfected by GWA or other certified personnel approved by GWA. ~~of GWA.~~ The
17 cost of such disinfection shall be borne by the subdivider or ~~consumer~~ customer
18 requiring the new system. Sterilization will be done in accordance with the Standards
19 of GWA.

20 **Section 19.** § 2119, Article 1, Chapter 2, Title 28, of the Guam Administrative
21 Rules and Regulations, is hereby *amended* to read:

22 **§ 2119. Water Resource Conservation and Water Pollution.**

23 All decisions regarding water resources conservation and water pollution, to
24 be made in conjunction with the operations of GWA's Water Division, shall be based
25 on the applicable portions of (Title X, Chapter XI, Water Pollution Control Act), 10
26 GCA, Chapter 47, and (Title XXII, Chapter V, Water Resources Conservation Act),

1 10 GCA, Chapter 46, as amended by P.L. 17-87 and the Guam Water Resource
2 Development and Operating Regulations.

3 **Section 20.** § 2120, Article 1, Chapter 2, Title 28, of the Guam Administrative
4 Rules and Regulations, is hereby *amended* to read:

5 **§ 2120. Regulations Regarding the Use of Public Sewers.**

6 (a) No persons shall discharge or cause to be discharged the following
7 described substances, materials, waters, or wastes. No User shall introduce or cause
8 to be introduced into the POTW, any Pollutant or Wastewater which causes Pass
9 Through or Interference. These general prohibitions apply to all Users of the POTW
10 whether or not they are subject to any other National, GWA, or Requirements. ~~if it~~
11 appears likely in the opinion of the Sanitary Engineer that such w Wastes that can
12 harm or interfere with either the ~~s~~ Sewers, sewage-wastewater treatment process, or
13 equipment, would increase the operating costs substantially, would Pass Through or
14 have an adverse effect on the receiving stream, or can otherwise endanger life, limb,
15 public property, or constitute a nuisance are prohibited from discharging into the
16 POTW. In forming his opinion as to the acceptability of these wastes, the Sanitary
17 Engineer will give consideration to such factors as the quantities of subject wastes
18 in relation to flow and velocities in the sewers, materials of construction of the
19 sewers, nature of the sewage treatment process, capacity of the sewage treatment
20 plant, degree of treatability of wastes in the sewage treatment plant, and other
21 pertinent factors.

22 (1) The substance prohibited are:

23 (i) Any storm water, surface water, ground or salt water, roof
24 runoff, subsurface drainage, swimming pool discharge.

1 (ii) Any gasoline, benzene, naphtha, fuel oil, or other
2 flammable or explosive liquid, solid, or gas, or heavy grease, inorganic
3 materials, and other debris not normally contained in domestic sewage.

4 (iii) Any waters or waste containing toxic or poisonous solids,
5 liquids, or gases in sufficient quantity, either singly or by interaction
6 with other wastes, to injure or interfere with any sewage treatment
7 process, constitute a hazard to humans or animals, create a public
8 nuisance or create any hazard in the receiving waters of the sewage
9 treatment plant. This includes, but is not limited to, phenols, cyanides,
10 iron, chromium, copper, zinc, and similar objectionable or toxic
11 substances.

12 (iv) Solid or viscous substances in quantities or of such size
13 capable of causing obstruction to the flow in sewers, or other
14 interference with the proper operations of the sewage works such as,
15 but not limited to, ashes, cinders, sand, mud, straw, shavings, metal,
16 glass, rags, feathers, tar, plastics, wood, improperly ground and
17 unground garbage, whole blood, paunch manure, hair and fleshings,
18 entrails and paper dishes, cups, milk containers, etc., either whole or
19 ground by garbage grinders. (v) Any noxious or malodorous gas, such
20 as phenol, which singly, or in combination with other substances, might
21 create a nuisance or hazard to life or interfere with the operation of the
22 sanitary sewer in such concentrations exceeding the limits which may
23 be established by the Sanitary Engineer as necessary, after treatment of
24 the composite sewage, to meet the requirements of the Guam Water
25 Pollution Control Commission for such discharge to the receiving
26 waters.

1 (vi) Any radioactive wastes or isotopes of such half life or
2 concentrations as may exceed limits established by the Sanitary
3 Engineer in compliance with applicable Territorial regulations.

4 (vii) Any liquid or vapor having temperature higher than one
5 hundred forty (140) degrees Fahrenheit.

6 (viii) Any liquid or waste containing more than 100 parts per
7 million by weight, of fat, oil or grease or containing any fat, oil, grease
8 or other substances that will become solidified or visibly viscous at
9 temperatures between 50 degrees and 140 degrees Fahrenheit.

10 (ix) Any liquid or waste containing emulsified fat, oil or grease
11 exceeding 50 parts per million of ether-soluble matter.

12 (x) Any waters or wastes having a pH lower than 5.5 or having
13 any other corrosive properties capable of causing damage or hazards to
14 structures, equipment, and personnel in sewage works.

15 (xi) Any wastes or waters having a pH in excess of 7.8.

16 (xii) Materials or equipment which exert or cause:

17 (1) Excessive discoloration

18 (2) Unusual volume of flow or concentration of wastes
19 constituting "slugs."

20 (xiii) Waters and wastes containing substances which are not
21 amenable to treatment or reduction by the sewage treatment processes
22 employed, or are amenable to treatment only to such degree that the
23 sewage treatment effluent cannot meet the requirements of the Guam
24 Water Pollution Control Commission for discharge to the receiving
25 waters.

1 (b) If any water or wastes are discharged, or are proposed to be discharged
2 to the ~~p~~-Public ~~s~~-Sewers, which waters contain the substances or possess the
3 characteristics enumerated in Section 2120(e) ~~2404~~, and which, in the judgment of
4 GWA ~~the Sanitary Engineer~~, may have a deleterious effect upon the POTW-sewage
5 works, processes, equipment, costs, or on receiving waters, or which otherwise
6 create a hazard to life or constitute a public nuisance, ~~the Sanitary Engineer~~ GWA
7 may:

- 8 (i) Reject the wastes,
9 (ii) Require ~~p~~-Pretreatment to an acceptable condition for discharge
10 to the ~~p~~-Public ~~s~~-Sewers;
11 (iii) Require control over the quantities and rates of discharge, and/or;
12 (iv) Require payment to cover the added cost of handling and treating
13 the wastes not covered by existing taxes or ~~s~~-Sewer charges.

14 If the ~~Sanitary~~ Engineer permits the pretreatment or equalization of waste
15 flows, the design and installation of the plants and equipment shall be subject to the
16 review and approval of the Sanitary Engineer, and subject to the requirements of all
17 applicable codes, ordinances, and laws. If wastes are discharged to the public sewers
18 by pumping, the maximum capacity of the pumping station shall be not greater than
19 five (5) times the average twenty four (24) hour flow during normal operation.

20 (c) Grease, oil, and sand interceptors (commonly known as grease traps)
21 shall be provided when, in the opinion of the Sanitary Engineer, they are necessary
22 for the proper handling of liquid wastes containing grease in excessive amounts, or
23 any flammable wastes, sand, or other harmful ingredients; except that such
24 interceptors shall not be required for private living quarters or dwelling units. All
25 interceptors shall be of a type and capacity approved by the ~~Sanitary~~ Engineer, and
26 shall be located as to be readily and easily accessible for cleaning and inspection.

1 Pollutants, substances, or Wastewater prohibited by this Section shall not be
2 processed or stored in such a manner that they could be discharged to GWA's Public
3 Sewer System.

4 (d) ~~Where preliminary treatment of flow equalizing facilities are provided~~
5 ~~for any waters or wastes, they shall be maintained continuously unsatisfactory and~~
6 ~~effective operation by the owner at his expense.~~ Notwithstanding the specific
7 numerical limitations for prohibited substances in this section, GWA may require
8 more restrictive limits. In forming his/her opinion as to the acceptability of these
9 wastes, the General Manager will give consideration to such factors as the quantities
10 of subject wastes in relation to flow and velocities in the sewers, materials of
11 construction of the sewers, nature of the wastewater treatment process, capacity of
12 the Wastewater/Sewage Treatment Plant, degree of treatability of wastes in the
13 Wastewater/Sewage Treatment Plant, proximity of the discharge to the
14 Wastewater/Sewage Treatment Plant, and other pertinent factors.

15 (e) When required by the GWA/Government ~~Sanitary~~ Engineer, the owner
16 of any property serviced by a building sewer carrying industrial wastes shall install
17 a suitable control manhole together with such necessary meters and other
18 appurtenances in the building sewer to facilitate observation, sampling, and
19 measurement of the wastes. Such manhole, when required, shall be accessibly and
20 safely located, and shall be constructed in accordance with plans approved by the
21 Sanitary Engineer. The manhole shall be installed by the owner at his expense, and
22 shall be maintained by him so as to be safe and accessible at all times.

23 (f) All measurements, tests, and analyses of the characteristics of waters
24 and wastes to which reference is made in these regulations shall be determined in
25 accordance with the latest edition of "Standard Methods for the Examination of
26 Water and Wastewater", and shall be determined at the control manhole. Sampling

1 shall be carried out by customarily accepted methods to reflect the effect of
2 constituents upon the sewage works and to determine the existence of hazards to life,
3 limb and property. (The particular analyses involved will determine whether a
4 twenty-four (24) hour composite of all outfalls of a premise is appropriate or whether
5 a grab sample or sample should be taken. Normally, but not always, BOD and
6 suspended solids analyses are obtained from 24-hr. composites of all outfalls
7 whereas pH's are determined from periodic grab samples).

8 (g) No statement contained in this article shall be construed as preventing
9 any special agreement or arrangement between the Territory and any industrial
10 concern whereby any industrial waste of unusual strength or character may be
11 accepted by the Territory for treatment, subject to payment therefore, by the
12 industrial concern-

13 **Section 21.** A new § 2120.1, Article 1, Chapter 2, Title 28, of the Guam
14 Administrative Rules and Regulations, is hereby *added* to read:

15 **§ 2120.1 FOG Program**

16 **(a) Purpose**

17 (1) This Section sets forth uniform requirements for Users of GWA-
18 owned Public Sewers and POTW to meet the FOG control requirements set
19 forth in the Clean Water Act, the National Pretreatment Program (40 CFR Part
20 403), the NPDES Permit program, and GWA's FOG Program Manual, as well
21 as to ensure that GWA-owned Public Sewers and POTW are not disrupted by
22 excessive FOG discharges. The most current GWA's FOG Program Manual,
23 available on GWA's website.

24 (2) This Section outlines the Wastewater Pretreatment requirements
25 for FSE operating from a residence, FSEs, FOG Haulers, and any other
26 facilities that have the potential to discharge FOG in their Wastewater flow.

1 **(b) Applicability.** This regulation applies to all FSEs and FOG Haulers,
2 including, but not limited to: (1) restaurants, coffee shops, public or private school
3 cafeterias, lunchrooms, luncheonettes, lunch-counters, in-plant or employee eating
4 establishments, bars, cafes, taverns, sandwich stands, drink stands, temporary food
5 service establishment (if connected to a Public Sewer), mobile food service
6 establishment, food preparation kitchens, any cafeteria or similar facility and any
7 other eating establishment with food preparation such as organizations, clubs,
8 boarding houses, guesthouses, or concession within any public market which gives
9 or sells food or beverages to the public, guests, patrons or employees, as well as
10 kitchens in which food is prepared on the premises for serving elsewhere including
11 cafeteria functions, home manufacturers and caterers, and home food industries, and
12 food packaging, meat processing, and meat packing facilities; and (2) FOG Haulers.

13 **(c) Resident Requirements Home Food Industry.** Residential users who
14 prepare and/or serve food in a food truck, home manufacturing or catering business,
15 or similar business shall be subject to the same requirements as FSEs (pursuant to
16 Section 2120.2(d)).

17 **(d) FSE Requirements.**

18 (1) All FSEs are required to install, operate, and maintain GRDs that
19 meet the requirements specified in GWA’s FOG Program Manual. Prior to
20 installation, FSEs shall apply for a FOG permit in accordance with the
21 requirements set forth in the FOG Program Manual.

22 (2) Permitting

23 (i) New FSEs, remodeled FSEs, and FSEs with a change in
24 ownership or type of FSE must apply for a permit before installation
25 of their GRD. If an existing FSE has a GRD but does not have a permit,
26 the FSE Owner must apply for a permit.

1 (ii) Obtaining an FSE GRD permit does not relieve a
2 permittee of its obligation to comply with all federal Pretreatment
3 Standards or Pretreatment Requirements or any other requirements of
4 Federal or Guam law.

5 (iii) All FSEs shall properly complete the permit application
6 in order to apply for a GRD permit. The permit application shall
7 include the following information:

8 (A) Purpose for Application;

9 (B) Permit fee;

10 (C) FSE information;

11 (D) GRD information and design calculations; and

12 (E) Certificate of completion of FOG training for FSE
13 owners/managers.

14 (iv) An FSE shall submit a complete application for GRD
15 permit renewal in accordance with Section 2120.2(d)(2)(iii) ninety
16 (90) days prior to expiration date to allow for processing time.

17 (v) The plans and specifications of a GRD shall be submitted
18 prior to new or existing businesses installing a GRD. This application
19 is subject to review and approval by GWA, and subject to the
20 requirements of the FOG Program Manual and all other applicable
21 codes, rules, regulations, and laws. GWA has the authority to verify
22 proper installation of GRDs and to regularly inspect GRD O&M
23 procedures.

24 (vi) Modifications to existing permits may be made by GWA
25 when deemed necessary. These modifications may result from various
26 factors including, but not limited to, the following:

- 1 (A) FSEs are remodeled;
2 (B) FSEs move locations;
3 (C) FSEs upgrade GRD equipment;
4 (D) FSEs increase seating capacity by 20% or greater;
5 (E) FSEs change food service production processes
6 that increase potential FOG discharge by 20% or more; or
7 (F) FSEs have a GWA water bill under a name
8 different from the FSE, such as that of their owner.
- 9 (3) Training. FSE owners and employees must be trained regarding
10 BMPs and proper sizing and O&M of GRDs. Required training includes:
11 (i) Initial training of FSE owners and managers by a GWA
12 Utility Compliance Inspector prior to permit approval;
13 (ii) Initial training of FSE employees by FSE owners and
14 managers; and
15 (iii) Training of FSE employees by FSE owners and
16 managers whenever new employees are hired, or, at a minimum, once
17 per year.
18 (iv) FSEs shall be required to keep a record of proof of
19 training for all current employees. GWA has the authority to request
20 copies of training documents during FOG inspections.
- 21 (4) Inspections. GWA shall perform inspections of all FSEs that are
22 in the FSE database or are new Customers. GWA's inspections are not limited
23 to FSEs with current permits, in order to identify FSEs that may be operating
24 without a valid permit.
- 25 (i) Frequency. All FSEs shall be inspected at least once per
26 year by a GWA Utility Compliance Inspector. Inspections may be

1 more frequent for FSEs that are noncompliant or are located in areas
2 with known operational issues due to FOG. GWA has the authority to
3 conduct inspections at random and unannounced in order to observe
4 daily business operations.

5 (ii) Right-of-entry, inspection and sampling.

6 (A) GWA has authority to inspect, sample, observe, and
7 measure pursuant to Section 2101(d)(2).

8 (B) GWA has authority to access Discharge source data
9 pursuant to Section 2101(d)(1).

10 (C) GWA has right of entry to User property pursuant
11 to Section 2101(d).

12 (iii) Records. The following records shall be kept on site at
13 each FSE for the previous three (3) years.

14 (A) Tracking logs of employee FOG training;

15 (B) Tracking logs of GRD maintenance training;

16 (C) GRD inspection forms;

17 (D) Checklist for monitoring FOG Haulers; and

18 (E) FOG Hauler manifests.

19 (5) BMPs. All FSEs shall follow Best Management
20 Practices (BMP) as contained in GWA's FOG Program Manual
21 and listed below.

22 1. Do not pour any oil or grease down any
23 drains (sink drains or floor drains).

24 2. Post "No Oil or Grease" signs above sinks
25 and dishwashers (such as the "Don't Clog with FOG"
26 signs).

1 3. Wipe or scrape grease and oil from all plates,
2 cooking utensils, pots and pans, and other kitchen
3 implements into a trash receptacle before washing or
4 placing in dishwasher.

5 4. Use properly sized sink drain strainers to
6 capture food waste particles and dispose of all food waste
7 in trash receptacles.

8 5. Minimize garbage disposal use.

9 6. Place used oil and grease for disposal in
10 appropriately labeled special containers.

11 7. After cleaning a Grease Trap or scraping
12 grease from kitchen appliances or the kitchen exhaust
13 system (known as “brown grease”), pour brown grease
14 into a specifically marked “brown grease” container with
15 a lid.

16 8. Cover outdoor waste grease containers to
17 prevent rainwater from entering the containers.

18 9. Clean spills immediately. Soak up oil and
19 grease with paper towels and dispose in trash receptacles.

20 10. Do not use grease emulsifiers in any sink
21 drains or floor drains.

22 11. Use floor drain screens.

23 12. Do not dispose of water hotter than 140
24 degrees Fahrenheit down any sink or floor drain.

25 13. Inspect and monitor grease removal devices
26 (GRDs).

1 14. Train employees, especially kitchen staff,
2 proper BMPs.

3 (e) FOG Hauler Requirements.

4 (1) Permitting. All FOG Haulers shall obtain a permit from GWA in
5 order to discharge hauled FOG effluent at an approved GWA disposal
6 location.

7 (i) Permit applications shall include the following:

8 (A) Name of business

9 (B) Contact information including email address,
10 current cell phone number

11 (C) Means of collection and transporting FOG,
12 including vehicle model, registration number, and capacity; and

13 (D) Means of disposing FOG, including disposal
14 location, disposal method, and type of waste. If not using GWA
15 developed standard operating procedure (SOP) for FOG
16 disposal, the FOG Hauler shall submit another SOP for approval.

17 (ii) FOG Hauler permits shall include the following:

18 (A) Permit conditions for FOG collection; and

19 (B) Conditions for inspections of FOG Hauler trucks
20 and the Discharge and treatment process.

21 (iii) This permit shall only be valid when all other federal and
22 Guam permits required of the FOG Hauler permittee for transporting
23 Wastewaters are valid and current.

24 (iv) Permittees shall meet all Discharge Standards for general
25 and specific prohibitions listed in Section 2120(e).

1 (v) Permittee's vehicle insurance shall be kept current.
2 Expired vehicle insurance coverage shall result in the suspension of
3 disposal privileges.

4 (vi) Permittees shall submit a complete application for renewal
5 in accordance with Section 2120.2(e)(1)(i) ninety (90) days prior to
6 expiration date.

7 (vii) The original permit shall be kept in the owner's office at
8 all times.

9 (viii) Each registered hauling vehicle shall carry a copy of the
10 permit at all times.

11 (ix) GWA may request to see the permit at any time.

12 (x) In the case of multiple pump-outs included as one vehicle
13 load, any part of the load that is prohibited or restricted shall constitute
14 an entire load that is unacceptable for Discharge.

15 (xi) GWA reserves the unconditional right to refuse
16 acceptance of any load or stop an unloading operation in progress at
17 any time.

18 (xii) The use of a registered FOG Hauler vehicle for the
19 transportation or storage of hazardous materials or substances, liquid
20 petroleum fuels, petroleum derivative wastes, or corrosives is
21 specifically prohibited.

22 (xiii) Permit holders shall immediately report in writing to
23 GWA any changes in business name, ownership, changes to ownership
24 of building FSE is located, address/telephone number, and registered
25 vehicles. Changes to vehicles include, but are not limited to:

26 (A) Modification of previously registered vehicles;

1 (B) Addition of vehicles; and

2 (C) Deletion of vehicles.

3 (xiv) GWA may revoke a FOG Hauler permit for good cause,
4 including, but not limited to, the following reasons:

5 (A) Failure to comply with any provisions of the permit
6 or provisions of Section 2021.2(e)(1);

7 (B) Failure to maintain the required manifest as
8 provided for in Section 2120.1(e)(2); and

9 (C) Failure to comply with the inspection provisions of
10 Section 2120.1(e)(3).

11 (2) FOG Hauler Manifest and Log. FOG Haulers are required to
12 complete the FOG Hauler manifest and complete an entry in a written log
13 during each collection event. A copy of each manifest should be maintained
14 by the FOG Hauler facility for a period of three (3) years. There shall be three
15 copies of this form - one for the FSE, one for the FOG Hauler, and one for the
16 POTW, which shall be submitted to GWA within two (2) weeks after each
17 collection event. This manifest and the log may be requested and shall be
18 available for viewing by GWA at any time.

19 (3) Inspections. GWA shall perform inspections of the FOG
20 Hauler's waste treatment processes and effluent. Permitted FOG Haulers
21 shall allow a GWA representative to immediately obtain a sample of the
22 hailed load from any vehicle prior to discharging into GWA's POTW. The
23 Permittee shall comply with all information requests concerning the load,
24 including pickup points, volumes, and Wastewater characteristics. In the case
25 of multiple pump-outs included as one vehicle load, any part of the load that
26 is prohibited or restricted shall constitute an entire load that can be deemed

1 unacceptable for discharged. GWA reserves the right to refuse acceptance of
2 any load or to stop an unloading operation in progress.

3 (4) Disposal Fees. The disposal fee will be based on a rate as set
4 forth in GWA's Schedule of Tariffs and Rates. Late payments shall be subject
5 to additional charges as set out in the Schedule of Tariffs and Rates and
6 described in the FOG Hauler's permit.

7 **(f) GRD Requirements.**

8 (1) All costs and related expenses associated with the installation
9 and connection of the GRD shall be borne by the FSE. The FSE shall
10 indemnify GWA and its Agents for any loss or damage that may directly or
11 indirectly occur due to the installation of the GRD.

12 (2) Every structure at the subject facility shall be constructed,
13 operated, and maintained in a manner to ensure that the discharge of food
14 preparation Wastewater is directed solely into the GRD. No valve or bypass
15 pipng that could prevent the discharge of food preparation Wastewater from
16 entering appropriate Pretreatment equipment shall be present.

17 (3) Each FSE shall notify GWA when the newly installed GRD is
18 ready for inspection and connection to the Public Sewer.

19 (4) GRDs must be installed by a licensed plumber. The installation
20 of a GRD shall comply with the requirements of the FOG Program Manual
21 and the following building and plumbing codes:

22 (i) Guam's building code, as set forth in Title 21 GCA Real
23 Property, Chapter 67, the Building Code; and

24 (ii) International Plumbing Code (latest edition)
25 requirements, including Standards from the Plumbing and Drainage

1 Institute’s Standard PDI-G 101 Testing and Rating Procedure for
2 Hydro Mechanical Grease Interceptors.

3 (5) All existing FSEs that require a new GRD, as determined by
4 GWA, shall be required to install the GRD within ninety (90) days of notice
5 from GWA.

6 (6) GRDs shall only be connected to those fixtures or drains that
7 can allow FOG to be discharged into the Public Sewer. This shall include:

8 (A) Pot sinks;

9 (B) Pre-rinse sinks, or dishwashers without pre-rinse
10 sinks;

11 (C) Any sink into which FOG may be introduced;

12 (D) Soup kettles or similar devices;

13 (E) Work stations;

14 (F) Floor drains or sinks into which kettles may be
15 drained;

16 (G) Automatic hood wash units;

17 (H) Dishwashers without pre-rinse sinks;

18 (I) Garbage disposal;

19 (J) Certain cooking equipment, such as braising pans,
20 tilt skillet, and wok ranges; and

21 (K) Any other fixtures or drains that can allow FOG to
22 be discharged into the Public Sewer.

23 (7) No pipe carrying any Wastewater other than from those
24 listed in subparagraph (6) above shall be connected to the Grease
25 Removal Device. The following shall not be discharged into the Grease
26 Removal Device:

1 (A) Sanitary Wastewater (i.e., from restrooms, shower
2 facilities, etc.);

3 (B) Waste that does not contain FOG and that
4 otherwise does not require Pretreatment;

5 (C) Wastewater, from dishwashing machines or other
6 sources, with a temperature exceeding 140 degrees Fahrenheit;

7 (D) Any substance that may cause excessive foaming
8 in the POTW;

9 (E) Emulsifiers or FOG enzymes; and

10 (F) Food grinder waste.

11 (8) Grease Interceptor Requirements. Grease Interceptors shall be
12 installed in accordance with the FOG Program Manual requirements and
13 those specified below.

14 (i) The Grease Interceptors shall be installed on a separate
15 Building Sewer servicing kitchen flows and shall only be connected
16 to those fixtures or drains listed in subparagraph (f)(6)
17 above that can allow FOG to be discharged into the Public Sewer.

18 (ii) Grease Interceptor sizing shall be based on the Manning
19 Formula. The Grease Interceptor sizing worksheet in the FOG
20 Program Manual shall be used to size the Grease Interceptor.

21 (iii) Grease Interceptors must include a sampling point or box
22 for the effluent that is accessible. GWA may conduct sampling or
23 direct sampling to be performed during inspections to ensure that the
24 GRD is functioning properly and sufficiently removing grease.

1 (iv) The location of all Grease Interceptors shall be shown on
2 the approved building plan or site plan for a tenant improvement
3 application and shall be approved in writing by GWA.

4 (v) Grease Interceptors shall have a minimum of two
5 compartments and shall be capable of separation and retention of
6 grease storage and settled solids.

7 (vi) The Grease Interceptor shall be accessible for convenient
8 inspection and maintenance. No structures shall be placed directly
9 upon or over the Grease Interceptor.

10 (vii) Separate clean-outs shall be provided on the inlet and
11 outlet piping.

12 (9) Grease Trap Requirements. Grease Traps shall be installed in
13 accordance with the FOG Program Manual requirements and those specified
14 below.

15 (i) Grease Traps shall conform to the Standards in the current
16 edition of the FOG Program Manual, and shall only be connected to
17 those fixtures or drains listed in Section 2120.1 (f)(6) above
18 that can allow FOG to be discharged into the Public Sewer.

19 (ii) The rate of flow shall not exceed the manufacturer's rated
20 capacity in gallons per minute for the unit.

21 (iii) Grease Traps shall be sized based on Guam's building
22 code in Title 21 GCA Real Property, Chapter 67 the Building Code.
23 The Grease Trap Sizing Worksheet in the FOG Program Manual shall
24 be used when sizing a Grease Trap.

25 (iv) Grease Traps must include a sampling point for the
26 effluent. GWA may conduct sampling or direct sampling to be

1 performed during inspections to ensure that the Grease Trap is
2 functioning properly and sufficiently removing grease.

3 (v) All Grease Traps must have a flow controller at the inlet.

4 (vi) Twelve (12) inches of overhead space is required above
5 the top of the Grease Trap to allow for inspection.

6 (vii) No more than four kitchen fixtures shall be connected to
7 one Grease Trap.

8 **(g) GRD Operation & Maintenance.**

9 (1) The GRD shall be maintained continuously in satisfactory and
10 effective operation, and periodically tested, at the FSE's expense.

11 (2) FSEs shall be required to keep and/or provide equipment
12 maintenance and service logs or receipts, and to retain such logs onsite for
13 three (3) years.

14 (3) The GRD shall be inspected by trained FSE employees
15 and the FOG Hauler when pumped to ensure that all fittings and fixtures
16 inside the device are in good condition and functioning properly.

17 (i) Trained FSE employees shall perform GRD inspections
18 and coring.

19 (ii) A grease trap or grease interceptor inspection form shall
20 be filled out each time a GRD is inspected. A separate inspection form
21 shall be filled out for each GRD, and this form must be retained on
22 site for a period of at least three (3) years.

23 (4) The required cleaning frequency depends on the amount of
24 FOG that is generated and the BMPs that are implemented. The FSE should
25 initially measure the solids depth in the grease trap regularly until reaching
26 the 25 Percent Rule, as per the FOG Program Manual:

1 (i) Devices shall be emptied when the volume of grease and
2 settled solids is 25% of the total capacity. This 25% refers to floating
3 grease and settled solids, and does not include Wastewater.

4 (5) Grease Traps and Grease Interceptors shall be cleaned by a
5 permitted FOG Hauler.

6 **(h) Facility Closure.**

7 (1) An FSE with a GRD shall notify GWA forty-five (45) days in
8 advance of whenever the FSE closes for business and is subsequently:

9 (i) Razed or demolished;

10 (ii) Remodeled such that the GRD will not be used; or

11 (iii) Replaced with a type of business that will not utilize the
12 GRD.

13 **(i) Enforcement.**

14 (1) **General.** Any FSE or FOG Hauler observed to be in violation of
15 any provision in this regulation may be issued a compliance order, and will be
16 subject to the enforcement actions set forth in GWA's FOG Program Manual,
17 the most recent available on GWA's website.

18 (2) **Notifications and Enforcement Actions.** Failure to comply
19 with an issued compliance order may result in fines or discontinued service,
20 in accordance with the enforcement actions set forth in GWA's FOG Program
21 Manual, the most recent available on GWA's website.

22 (3) **Injunctive Relief.** When GWA finds that an FSE or FOG Hauler
23 has violated, or continues to violate, any provision of these regulations, GWA
24 may petition the Superior Court of Guam through GWA General Counsel or
25 the Attorney General of Guam, for the issuance of a temporary or permanent
26 injunction, as appropriate, which restrains or compels the specific

1 performance of the requirement imposed by these regulations on activities of
2 the FSE or FOG Hauler. GWA may also seek such other action as is
3 appropriate for legal and/or equitable relief, including a requirement for the
4 FSE or FOG Hauler to conduct environmental remediation. A petition for
5 injunctive relief shall not be a bar against, or a prerequisite for, taking any
6 other action against a FSE or FOG Hauler.

7 **(4) Civil Penalties.**

8 (i) An FSE or FOG Hauler who has violated, or continues to
9 violate, any FOG program requirement shall be liable to GWA for civil
10 penalties as provided in the most current version of the FOG Program
11 Manual.

12 (ii) GWA may recover reasonable attorneys' fees, court costs,
13 and other expenses associated with enforcement activities, including
14 sampling and monitoring expenses, and the cost of any actual damages
15 incurred by GWA.

16 (iii) In determining the amount of a civil penalty, the Court
17 shall take into account all relevant circumstances, including, but not
18 limited to, the extent of harm caused by the violation, the magnitude
19 and duration of the violation, any economic benefit gained through the
20 User's or Permittee's violation, corrective actions by the FSE or FOG
21 Hauler, the compliance history of the FSE or FOG Hauler, and any
22 other factor as justice requires.

23 **Section 22.** § 2121, Article 1, Chapter 2, Title 28, of the Guam Administrative
24 Rules and Regulations, is hereby *amended* to read:

25 **§ 2121. Administrative and Hearing Requirements**

1 (a) **Bill Disputes.** In the event a ~~consumer~~Customer questions the
2 accuracy of a bill rendered to him by GWA, the question shall be brought to the
3 attention of ~~the Agency~~GWA for an oral explanation. After the oral explanation, if
4 the ~~consumer~~Customer still believes that the billing is in error, and after depositing,
5 in ~~e~~Escrow with GWA, an amount equal to the amount of the disputed bill or an
6 amount equal to the average of the three (3) months' prior billing prior to the time
7 the dispute arose, whichever is less, the ~~consumer~~Customer may request a written
8 statement from GWA as stated in 12 GCA, Sections 13103 and 13104. That written
9 statement is subject to appeal before the ~~Chief Officer~~General Manager of GWA
10 who will review the case and render a decision in accordance with the ~~General~~
11 ~~Manager's~~GWA's findings.

12 (1) If an adjustment is due a ~~consumer~~Customer, GWA shall render
13 an adjustment of account including a credit for or return of any deposit or part
14 of deposit and interest at the rate of six percent (6%) per annum. However,
15 should the dispute be resolved in favor of ~~the Agency~~GWA, the ~~consumer~~
16 Customer's account shall be charged an amount equal to the amount of interest
17 payable at the rate of six percent (6%) per annum on the disputed amount
18 during the time that the dispute was outstanding and the deposit shall be paid
19 over to ~~the Agency~~GWA. Disconnection or termination of services shall not
20 be undertaken by GWA with respect to the disputed amount until the
21 expiration of thirty (30) days from the date the written statement ~~shall be~~is
22 mailed or delivered to the ~~consumer~~Customer.

23 **(b) Notification of Violation.** When GWA finds that a User or Permittee
24 has violated, or continues to violate, any provision of these rules and regulations, an
25 individual wastewater discharge permit, or a general permit, or order issued
26 hereunder, or FOG Standard or Requirement, GWA may serve upon that User or

1 Permittee a written Notice of Violation. Within three (3) days of the receipt of such
2 notice, an explanation of the violation and a plan for the satisfactory correction and
3 prevention thereof, to include specific required actions, shall be submitted by the
4 User or Permittee to GWA. Submission of such a plan in no way relieves the User
5 or Permittee of liability for any violations occurring before or after receipt of the
6 Notice of Violation. Nothing in this Section shall limit the authority of GWA to take
7 any action, including emergency actions or any other enforcement action, without
8 first issuing a Notice of Violation. Any User or Permittee may appeal the final
9 decision of GWA General Manager regarding violations and penalty or fee to the
10 Superior Court of Guam.

11 (c) **Consent Orders.** GWA may enter into Consent Orders, assurances of
12 compliance, or other similar documents establishing an agreement with any User or
13 Permittee responsible for noncompliance. Such documents shall include specific
14 action to be taken by the User or Permittee to correct the noncompliance within a
15 time period specified by the document. Such documents shall have the same force
16 and effect as the administrative orders issued pursuant to Section 2121(e) and (f) and
17 shall be judicially enforceable.

18 (d) **Show Cause Hearing.** GWA may order a User or Permittee which has
19 violated, or continues to violate, any provision of these rules and regulations, an
20 individual wastewater discharge permit, or a general permit or order issued
21 hereunder, or any other Pretreatment or FOG Standard or Requirement, to appear
22 before GWA and show cause why the proposed enforcement action should not be
23 taken. Notice shall be served on the User or Permittee specifying the time and place
24 for the meeting, the proposed enforcement action, the reasons for such action, and a
25 request that the User or Permittee show cause why the proposed enforcement action
26 should not be taken. The notice of the meeting shall be served personally or by

1 registered or certified mail (return receipt requested) at least five (5) days prior to
2 the hearing. Such notice may be served on any Authorized Representative of the
3 User or Permittee, as defined in Section 2102(a)(5), and required by Section 2121(b).
4 A show cause hearing shall not be a bar against, or prerequisite for, taking any other
5 action against the User or Permittee.

6 (e) **Compliance Orders.** When GWA finds that a User or Permittee has
7 violated, or continues to violate, any provision of these rules and regulations, an
8 individual wastewater discharge permit, or a general permit or order issued
9 hereunder, or any other Pretreatment or FOG Standard or Requirement, GWA may
10 issue an order to the User or Permittee responsible for the Discharge directing that
11 the User or Permittee come into compliance within a specified time. If the User or
12 Permittee does not come into compliance within the time provided, Sewer service
13 may be discontinued unless adequate treatment facilities, devices, or other related
14 appurtenances are installed and properly operated. Compliance orders also may
15 contain other requirements to address the noncompliance, including additional self-
16 monitoring and management practices designed to minimize the amount of
17 Pollutants discharged to the Sewer. A compliance order may not extend the deadline
18 for compliance established for a FOG Standard or Requirement, nor does a
19 compliance order relieve the User or Permittee of liability for any violation,
20 including any continuing violation. Issuance of a compliance order shall not be a bar
21 against, or a prerequisite for, taking any other action against the User or Permittee.

22 (f) **Cease and Desist Orders.** When GWA finds that a User or Permittee
23 has violated, or continues to violate, any provision of these rules and regulations, an
24 individual wastewater discharge permit, or a general permit or order issued
25 hereunder, or any FOG Standard or Requirement, or that the User's or Permittee's
26 past violations are likely to recur, GWA may issue an order to the User or Permittee

1 directing it to cease and desist all such violations and directing the User or Permittee
2 to:

3 (1) Immediately comply with all requirements; and

4 (2) Take such appropriate remedial or preventive action as may be
5 needed to properly address a continuing or threatened violation, including
6 halting operations and/or terminating the Discharge. Issuance of a cease and
7 desist order shall not be a bar against, or a prerequisite for, taking any other
8 action against the User or Permittee.

9 (g) **Administrative Fines.**

10 (1) When GWA finds that a User or Permittee has violated, or
11 continues to violate, any provision of these rules and regulations, an individual
12 wastewater discharge permit, or a general permit or order issued hereunder,
13 or FOG Standard or Requirement, GWA may fine such User or Permittee in
14 an amount delineated in the FOG Program Manual. Such fines shall be
15 assessed on a per-violation, per-day basis. In the case of monthly or other
16 long-term average discharge limits, fines shall be assessed for each day during
17 the period of violation.

18 (2) Unpaid charges, fines, and penalties shall, after thirty (30)
19 calendar days, be assessed an additional Penalty of eighteen percent (18%) of
20 the unpaid balance, and interest shall accrue thereafter at a rate of one and a
21 half percent (1.5%) per month. A lien against the User's or Permittee's
22 property shall be sought for unpaid charges, fines, and penalties.

23 (3) Users or Permittees desiring to dispute such fines must file a
24 written request for GWA to reconsider the fine along with full payment of the
25 fine amount within fourteen (14) days of being notified of the fine. Where a
26 request has merit, GWA may convene a hearing on the matter. In the event

1 the User's or Permittee's appeal is successful, the payment, together with any
2 interest accruing thereto, shall be returned to the User or Permittee. GWA may
3 add the costs of preparing administrative enforcement actions, such as notices
4 and orders, to the fine.

5 (4) Issuance of an administrative fine shall not be a bar against, or a
6 prerequisite for, taking any other action against the User or Permittee.

7 (5) GWA may issue administrative fines for the following
8 infractions:

9 (a) Meter tampering and meter repair;

10 (b) Fire Hydrant tampering and repair;

11 (c) Valve tampering and repair;

12 (d) Damage to water mains, sewers, pump stations, force
13 mains and/or appurtenances;

14 (e) Unauthorized use of water;

15 (f) Illegal dumping into manholes;

16 (g) Illegal Connection; and

17 (h) Illegal Discharge.

18 (h) **Emergency Suspensions.** GWA may immediately suspend a User's
19 or Permittee's Discharge into the Public Sewer, after informal notice to the User or
20 Permittee, whenever such suspension is necessary to stop an actual or threatened
21 Discharge, which reasonably appears to present, or cause an imminent or substantial
22 endangerment to the health or welfare of persons. GWA may also immediately
23 suspend a User's or Permittee's Discharge into the Public Sewer, after notice and
24 opportunity to respond, that threatens to interfere with the operation of GWA's
25 POTW, or which presents, or may present, an endangerment to the environment.

26 (1) Any User or Permittee notified of a suspension of its Discharge

1 shall immediately stop or eliminate its Discharge into the Public Sewer. In the
2 event of a User's or Permittee's failure to immediately comply voluntarily
3 with the suspension order, GWA may take such steps as deemed necessary,
4 including immediate severance of the Sewer connection, to prevent or
5 minimize damage to GWA's POTW, its receiving waters, or endangerment to
6 any individuals. GWA may allow the User or Permittee to recommence its
7 Discharge when the User or Permittee has demonstrated to the satisfaction of
8 GWA that the period of endangerment has passed, unless the termination
9 proceedings in Section 2121(i) are initiated against the User or Permittee.

10 (2) A User or Permittee that is responsible, in whole or in part, for
11 any Discharge presenting imminent endangerment shall submit a detailed
12 written statement, describing the causes of the harmful contribution and the
13 measures taken to prevent any future occurrence, to GWA prior to the date of
14 any show cause or termination hearing under Section 2121(d) and (i).

15 Nothing in this Section shall be interpreted as requiring a hearing prior
16 to any emergency suspension under this Section.

17 (i) **Termination of Discharge.** In addition to the provisions in Section
18 2120.1(j), any User or Permittee who violates the following conditions is subject to
19 Discharge termination:

20 (1) Violation of individual wastewater discharge permit or general
21 permit conditions;

22 (2) Failure to accurately report the Wastewater constituents and
23 characteristics of its Discharge;

24 (3) Failure to report significant changes in operations or Wastewater
25 volume, constituents, and characteristics prior to Discharge;

26 (4) Refusal of reasonable access to the User's or Permittee's

1 Premises for the purpose of inspection, monitoring, or sampling; or

2 (5) Violation of the FOG Requirements in Section 2120.1(d).

3 Such User or Permittee shall be notified of the proposed termination of
4 its Discharge and be offered an opportunity to show cause under Section 2121
5 (d) why the proposed action should not be taken. Exercise of this option by
6 GWA shall not be a bar to, or a prerequisite for, taking any other action against
7 the User or Permittee.

8 (j) **Injunctive Relief.** When GWA finds that a User or Permittee has
9 violated, or continues to violate, any provision of these rules and regulations, an
10 individual wastewater discharge permit, or a general permit or order issued
11 hereunder, or any other Pretreatment or FOG Standard or Requirement, GWA may
12 petition the Superior Court of Guam through GWA's legal counsel for the issuance
13 of a temporary or permanent injunction, as appropriate, which restrains or compels
14 the specific performance of the individual wastewater discharge permit, the general
15 permit, order, or other requirement imposed by these rules and regulations on
16 activities of the User or Permittee. The GWA may also seek such other action as is
17 appropriate for legal and/or equitable relief, including a requirement for the User or
18 Permittee to conduct environmental remediation. A petition for injunctive relief shall
19 not be a bar against, or a prerequisite for, taking any other action against a User or
20 Permittee.

21 (k) **Civil Penalties.**

22 (1) A User or Permittee who has violated, or continues to violate,
23 any provision of these rules and regulations, an individual wastewater
24 discharge permit, or a general permit or order issued hereunder, or any other
25 Pretreatment or FOG Standard or Requirement shall be liable to GWA for a
26 maximum civil penalty of \$7,500 per violation. In the case of a monthly or

1 other long-term average discharge limit, penalties shall accrue for each day
2 during the period of the violation.

3 (2) GWA may recover reasonable attorneys' fees, court costs, and
4 other expenses associated with enforcement activities, including sampling and
5 monitoring expenses, and the cost of any actual damages incurred by GWA.

6 (3) In determining the amount of civil liability, the Court shall take
7 into account all relevant circumstances, including, but not limited to, the
8 extent of harm caused by the violation, the magnitude and duration of the
9 violation, any economic benefit gained through the User's or Permittee's
10 violation, corrective actions by the User or Permittee, the compliance history
11 of the User or Permittee, and any other factor as justice requires.

12 (4) Filing a suit for civil penalties shall not be a bar against, or a
13 prerequisite for, taking any other action against a User or Permittee.

14 **(1) Criminal Prosecution and Penalties.**

15 (1) A User or Permittee who knowingly, as set forth in 9 G.C.A.
16 Chapter 43, violates any provision of these rules and regulations, an individual
17 wastewater discharge permit, or a general permit or order issued hereunder,
18 or any FOG Standard or Requirement shall, upon conviction, be guilty of a
19 misdemeanor, punishable by a fine of not more than \$7,500 per violation, or
20 imprisonment for not more than one (1) year, or both.

21 (2) A User or Permittee who knowingly, as set forth in 9 G.C.A.
22 Chapter 43, introduces any substance into GWA's POTW which causes
23 personal injury or property damage shall, upon conviction, be guilty of a
24 misdemeanor and be subject to a Penalty of no more than \$1,000, per
25 discharge, or imprisonment for a term not to exceed one (1) year, or both. This
26 Penalty shall be in addition to any other cause of action for personal injury or

1 property damage available under Guam law. Any person charged under this
2 subsection may also be charged with the Crimes Against the Community
3 statute as set forth in 9 G.C.A. § 43.31.

4 (3) A User or Permittee who knowingly, as set forth in 9 G.C.A.
5 Chapter 43, makes any false statements, representations, or certifications in
6 any application, record, report, plan, or other documentation filed, or required
7 to be maintained, pursuant to these rules and regulations, individual
8 wastewater discharge permit, or general permit or order issued hereunder, or
9 who falsifies, tampers with, or knowingly renders inaccurate any monitoring
10 device or method required under these rules and regulations shall, upon
11 conviction, be guilty of a felony of the third degree, as set forth in 9 G.C.A.
12 Chapter 43, be punished by a fine of not more than \$5,000 per violation, per
13 day, or imprisonment for not more than five (5) years, or both.

14 (m) Remedies Nonexclusive. The remedies provided for in these rules and
15 regulations are not exclusive. GWA may take any, all, or any combination of these
16 actions against a noncompliant User or Permittee. Enforcement of Pretreatment and
17 FOG violations will generally be in accordance with GWA’s Pretreatment Program
18 Manual and GWA’s FOG Program Manual. However, GWA may take other action
19 against any User or Permittee when the circumstances warrant. Further, GWA is
20 empowered to take more than one enforcement action against any noncompliant
21 User or Permittee.

22 (n) Supplemental Enforcement Action

23 (1) Penalties for Late Reports. A penalty of fifty dollars (\$50)
24 shall be assessed against any User or Permittee for each day that a report
25 required by these rules and regulations, a permit or order issued hereunder is
26 late, beginning five (5) days after the date the report is due. Penalties of one

1 hundred dollars (\$100) per day shall also be assessed against any User or
2 Permittee where reports are more than thirty (30) days late. Actions taken by
3 GWA to collect late reporting penalties shall not limit GWA's authority to
4 initiate other enforcement actions that may include penalties for late reporting
5 violations.

6 (2) **Performance Bonds.** GWA may decline to issue or reissue an
7 individual wastewater discharge permit or a general permit to any User or
8 Permittee who has failed to comply with any provision of these rules and
9 regulations, a previous individual wastewater discharge permit, or a previous
10 general permit or order issued hereunder, or any other Pretreatment or FOG
11 Standard or Requirement, unless such User or Permittee first files a
12 satisfactory bond, payable to GWA in a sum not to exceed a value determined
13 by GWA to be necessary to achieve consistent compliance.

14 (3) **Liability Insurance.** GWA may decline to issue or reissue an
15 individual wastewater discharge or a general permit to any User or Permittee
16 who has failed to comply with any provision of these rules and regulations, a
17 previous individual wastewater discharge permit, or a previous general permit
18 or order issued hereunder, or any other Pretreatment or FOG Standard or
19 Requirement, unless the User or Permittee first submits proof that it has
20 obtained financial assurances sufficient to restore or repair damage to GWA's
21 POTW caused by its Discharge.

22 (4) **Payment of Outstanding Fees and Penalties.** GWA may
23 decline to issue or reissue an individual wastewater discharge permit or a
24 general permit to any User or Permittee who has failed to pay any outstanding
25 fees, fines or penalties incurred as a result of any provision of these rules and
26 regulations, a previous individual wastewater discharge permit, or a previous

1 general permit or order issued hereunder.

2 (5) **Water Supply Severance.** Whenever a User or Permittee has
3 violated or continues to violate any provision of these rules and regulations,
4 an individual wastewater discharge permit, a general permit, or order issued
5 hereunder, or any other Pretreatment or FOG Standard or Requirement, water
6 service to the User or Permittee may be severed. Service will recommence, at
7 the User's or Permittee's expense, only after the User or Permittee has
8 satisfactorily demonstrated its ability to comply.

9 (6) **Public Nuisances.** A violation of any provision of these rules
10 and regulations, an individual wastewater discharge permit, a general permit,
11 or order issued hereunder, or any other Pretreatment or FOG Standard or
12 Requirement is hereby declared a public nuisance and shall be corrected or
13 abated as directed by GWA. Any person(s) creating a public nuisance shall
14 also be subject to the provisions of 20 GCA, Chapter 11 governing such
15 nuisances, including reimbursing GWA for any costs incurred in removing,
16 abating, or remedying the nuisance.

17 (7) **Contractor Listing.** Users or Permittees which have not
18 achieved compliance with applicable 28 GAR Pretreatment or FOG Standards
19 and Requirements are not eligible to receive a contractual award for the sale
20 of goods or services to GWA. Existing contracts for the sale of goods or
21 services to GWA held by a User or Permittee found to be in Significant
22 Noncompliance with FOG Standards or Requirements may be terminated at
23 the discretion of GWA.

24 (o) **Affirmative Defenses to Discharge Violations**

25 (1) **Prohibited Discharge Standards.** A User or Permittee shall
26 have an affirmative defense to an enforcement action brought against it for

1 noncompliance with the general prohibitions in Section 2120(a) or the specific
2 prohibitions in Section 2120(e)(i-xxiv), if it can prove that it did not know, or
3 have reason to know, that its Discharge, alone or in conjunction with
4 Discharges from other sources, would cause Pass Through or Interference and
5 that either:

6 (a) A Local Limit exists for each Pollutant discharged and the
7 User or Permittee was in compliance with each limit directly prior to,
8 and during, the Pass Through or Interference; or

9 (b) No Local Limit exists, but the Discharge did not change
10 substantially in nature or constituents from the User's or Permittee's
11 prior Discharge when GWA was regularly in compliance with its
12 NPDES permit, and in the case of Interference, was in compliance with
13 applicable sludge use or disposal requirements.

14 (2) **Bypass.**

15 (a) For the purposes of this Section,

16 (i) "Bypass" means the intentional diversion of waste
17 streams from any portion of a User's or Permittee's treatment
18 facility.

19 (ii) "Severe Property Damage" means substantial
20 physical damage to property, damage to the treatment facilities
21 which causes them to become inoperable, or substantial and
22 permanent loss of natural resources which can reasonably be
23 expected to occur in the absence of a Bypass. Severe Property
24 Damage does not mean economic loss caused by delays in
25 production.

26 (b) A User or Permittee may allow any Bypass to occur which

1 does not cause Requirements to be violated, but only if it also is for
2 essential maintenance to assure efficient operation. These Bypasses are
3 not subject to the provisions of Section 2121(o)(3)(c) or Section
4 2121(o)(3)(d).

5 (c) Bypass Notifications

6 (i) If a User or Permittee knows in advance of the need
7 for a Bypass, it shall submit prior notice to GWA at least ten (10)
8 days before the date of the Bypass.

9 (ii) A User or Permittee shall submit oral notice to
10 GWA of an unanticipated Bypass that exceeds applicable
11 Pretreatment Standards within twenty-four (24) hours from the
12 time it becomes aware of the Bypass. A written submission shall
13 also be provided within five (5) days of the time the User or
14 Permittee becomes aware of the Bypass. The written submission
15 shall contain a description of the Bypass and its cause; the
16 duration of the Bypass, including exact dates and times, and, if
17 the Bypass has not been corrected, the anticipated time it is
18 expected to continue; and steps taken or planned to reduce,
19 eliminate, and prevent reoccurrence of the Bypass. GWA may
20 wave the written report on a case-by-case basis if the oral report
21 has been received within twenty-four (24) hours.

22 (d) Bypass

23 (i) A Bypass is prohibited, and GWA may take an
24 enforcement action against a User or Permittee for a Bypass,
25 unless.

26 (A) The Bypass was unavoidable to prevent loss

1 of life, personal injury, or Severe Property Damage:

2 (B) There were no feasible alternatives to the
3 Bypass, such as the use of auxiliary treatment facilities,
4 retention of untreated wastes, or maintenance during
5 normal periods of equipment downtime. This condition is
6 not satisfied if adequate back-up equipment should have
7 been installed in the exercise of reasonable engineering
8 judgment to prevent a Bypass which occurred during
9 normal periods of equipment downtime or preventive
10 maintenance; and

11 (C) The User or Permittee submitted notices as
12 required under Section 2121(o)(3)(c).

13 (ii) GWA may approve an anticipated Bypass, after
14 considering its adverse effects, if GWA determines that it will
15 meet the three conditions listed in Section 2121(o)(3)(d)(i).

16 **Section 23.** § 2123, Article 1, Chapter 2, Title 28, of the Guam Administrative
17 Rules and Regulations, is hereby *amended* to read:

18 **§ 2123. Effective Date**

19 The Rules and Regulations shall become effective upon their approval and
20 adoption in conformance with Title 13 GCA, ~~Paragraph 24202~~, Section 102(b).

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18 IN THE DISTRICT COURT OF GUAM

19 UNITED STATES OF AMERICA,)
20) Civil Action No. 24-00004
21 Plaintiff,)
22 v.) PARTIAL CONSENT DECREE
23)
24 GUAM WATERWORKS AUTHORITY and)
the GOVERNMENT OF GUAM,)
25 Defendants.)
26)
27)
28)

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1 Plaintiff United States of America, on behalf of the United States Environmental
2 Protection Agency (“EPA”), has filed a complaint in this action concurrently with the lodging of
3 this Consent Decree (the “Complaint”), alleging that Guam Waterworks Authority (“GWA” or
4 “Defendant”) violated the conditions and limitations of GWA’s National Pollutant Discharge
5 Elimination System (“NPDES”) permits EPA issued to GWA pursuant to Section 402 of the
6 Clean Water Act (“CWA” or “Act”), 33 U.S.C. § 1342.

8 GWA, a public corporation, owns and operates a publicly owned treatment works
9 (“POTW”) that collects, treats, and disposes of sanitary sewage for the Territory of Guam
10 including certain U.S. military installations. The Complaint alleges that GWA is violating the
11 Act by discharging untreated sewage from its Wastewater Collection System in violation of its
12 NPDES permits. The Complaint also alleges that GWA is violating the Act by discharging
13 sewage from its Northern District Wastewater Treatment Plant (“Northern District WWTP”) and
14 Agaña/Hagåtña Wastewater Treatment Plant (“Hagåtña WWTP”) in violation of its NPDES
15 permits. The Parties acknowledge that in 2022, GWA upgraded its Northern District WWTP to
16 secondary treatment technology to address certain of these alleged violations. The Parties also
17 acknowledge that GWA has initiated several other actions specified herein in Section V
18 (Compliance Requirements).
19
20

21 GWA has alleged certain hardships and provided documentation to the United States,
22 detailing its financial hardship and other limitations on its ability to make infrastructure
23 improvements due to Guam regulatory, labor, and construction-related constraints.
24

25 The Government of Guam (“Guam”) is joined as a statutory defendant in this action
26 pursuant to CWA Section 309(e), 33 U.S.C. § 1319(e), and shall be liable for payment of any
27 judgment or any expenses incurred as a result of complying with any judgment entered against
28

1 GWA, to the extent that Guam's laws and regulations prevent GWA from raising revenues
2 needed to comply with such judgment.

3 Defendants do not admit any liability to the United States arising out of the transactions
4 or occurrences alleged in the Complaint.

5 The Parties recognize, and the Court by entering this Consent Decree finds, that this
6 Consent Decree has been negotiated by the Parties in good faith and will avoid litigation among
7 the Parties regarding certain relief with respect to the claims alleged in the Complaint, and that
8 this Consent Decree is fair, reasonable, and in the public interest.

9
10 The Parties agree that certain further relief to address the claims alleged in the Complaint
11 shall be addressed in a future consent decree or by litigation, including but not limited to
12 implementation of the approved Force Main Action Plan, completion of Tier 2, 3, and 4 Pump
13 Station Projects, Gravity Main Replacement or Rehabilitation of at least 35 additional "unique
14 miles," additional wet and dry flow monitoring for the Tumon Basin, and upgrading the Hagåtña
15 WWTP to secondary treatment. The Parties intend to reengage in negotiations regarding the
16 remaining injunctive relief and payment of an appropriate civil penalty no later than seven (7)
17 years following the Effective Date of this Consent Decree.
18

19
20 NOW, THEREFORE, before the taking of any testimony, without the adjudication or
21 admission of any issue of fact or law except as provided in Section I (Jurisdiction and Venue),
22 and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED
23 as follows:
24

25 **I. JURISDICTION AND VENUE**

26 1. This Court has jurisdiction over the subject matter of this action, pursuant to
27 28 U.S.C. §§ 1331, 1345, and 1355, and Section 309(b) and (e) of the Act, 33 U.S.C. § 1319(b)
28 and (e), and over the Parties. Venue lies in this District pursuant to CWA Section 309(b), 33

1 U.S.C. § 1319(b), and 28 U.S.C. §§ 1391(b) and (c) and 1395(a), because GWA is located in this
2 judicial district, and the violations alleged in the Complaint are alleged to have occurred in this
3 judicial district. For purposes of this Decree, or any action to enforce this Decree, Defendants
4 consent to the Court's jurisdiction over this Decree and any such action and over Defendants and
5 consent to venue in this judicial district.

6
7 2. For purposes of this Consent Decree, Defendants agree that the Complaint states
8 claims upon which relief may be granted pursuant to CWA Section 309(b), 33 U.S.C. § 1319(b).

9 3. EPA has notified the Government of Guam of this action under CWA Section
10 309(b), 33 U.S.C. § 1319(b).

11 II. APPLICABILITY

12
13 4. The obligations of this Consent Decree apply to and are binding upon the United
14 States and upon GWA, and any successors, assigns, or other entities or persons otherwise bound
15 by law, and upon Guam and its representatives and any successors, assigns, or other entities or
16 persons otherwise bound by law, when liability is incurred pursuant to Section 309(e) of the Act,
17 33 U.S.C. § 1319(e).

18
19 5. No transfer of ownership or operation of GWA's POTW, whether in compliance
20 with the procedures of this Paragraph or otherwise, shall relieve GWA of its obligation to ensure
21 that the terms of the Decree are implemented. At least thirty (30) Days prior to such transfer,
22 GWA shall provide a copy of this Consent Decree to the proposed transferee and shall
23 simultaneously provide written notice of the prospective transfer, together with a copy of the
24 proposed written agreement, to EPA and the United States, in accordance with Section XIII
25 (Notices). Any attempt to transfer ownership or operation of the POTW without complying with
26 this Paragraph constitutes a violation of this Decree.
27

28 6. GWA shall provide a copy of this Consent Decree to all officers, employees, and

1 agents whose duties might reasonably include compliance with any provision of this Decree, as
2 well as to any contractor retained to perform work required under this Consent Decree. GWA
3 shall condition any such contract upon performance of the work in conformity with the terms of
4 this Consent Decree.

5 7. In any action to enforce this Consent Decree, GWA shall not raise as a defense
6 the failure by any of their officers, directors, employees, agents, or contractors to take any
7 actions necessary to comply with the provisions of this Consent Decree.
8

9 III. OBJECTIVES

10 8. It is the goal of the Parties to eliminate Sanitary Sewer Overflows and for GWA
11 to achieve compliance with its NPDES Permits. In entering into this Consent Decree, the Parties
12 intend to further the objectives set forth in the Act, to set out measures that GWA will implement
13 to reduce the frequency and impact of Sanitary Sewer Overflows, especially through the
14 reduction of inflow and infiltration, and to take preliminary measures for the construction of
15 secondary treatment upgrades to the Hagåtña WWTP as set forth in this Consent Decree to
16 comply with GWA's NPDES Permit's effluent limitations regulating discharges from that
17 WWTP.
18
19

20 IV. DEFINITIONS

21 9. Terms used in this Consent Decree that are defined in the Act or in regulations
22 promulgated pursuant to the Act shall have the meanings assigned to them in the Act or such
23 regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are
24 used in this Consent Decree, the following definitions shall apply:
25

26 "Act" or "CWA" shall mean the Clean Water Act, 33 U.S.C. §§ 1251-1388.

27 "Acute Defect" shall mean any NASSCO pipeline assessment certification program
28 Grade 5 rating for Gravity Mains or any failure in an asset that presents an imminent risk of an

1 SSO.

2 “Bypass,” as defined by 40 C.F.R. § 122.41(m), shall mean the intentional diversion of
3 waste streams from any portion of a Wastewater Treatment Plant.

4 “Complaint” shall mean the Complaint filed by the United States in this action.

5 “Consent Decree” or “Decree” shall mean this Decree and all Appendices attached hereto
6 (listed in Section XXIII).

7
8 “Consequence of Failure” or “COF” shall mean the outcome of an asset failure if a
9 failure should occur.

10 “Consequence of Failure Score” or “COF Score” shall mean a numerical value of 1 to 5
11 assigned to an asset based on an analysis of the consequence of an asset failure. Calculating
12 consequence of failure involves obtaining information about an asset’s original design, material,
13 installation, and operating parameters in conjunction with an assessment or estimate of its
14 potential impact to human health, the environment, and economy were the asset to fail. Criteria
15 factors can be given a score ranging from 1 (low impact of failure) to 5 (high impact of failure)
16 and a weight, which allow some factors to be given more importance than others.
17

18
19 “Day” shall mean a calendar day unless expressly stated to be a business day. In
20 computing any period of time under this Consent Decree, where the last day would fall on a
21 Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next
22 business day.

23
24 “Defendants” shall mean Guam Waterworks Authority and the Government of Guam.

25 “Depth to diameter (d/D) ratio” shall mean the depth of height of water within the pipe
26 segment divided by the inner diameter of the pipe segment.

27
28 “EPA” shall mean the United States Environmental Protection Agency and any of its

1 successor departments or agencies.

2 “Effective Date” shall have the definition provided in Section XIV.

3 “Facility” shall mean GWA’s “treatment works” or “Publicly Owned Treatment Works”
4 or “POTW”, as those terms are defined in 33 U.S.C. § 1292(2)(a) and 40 C.F.R. § 403.3(q).

5 “Flow Model” shall mean the hydrologic and hydraulic model that: (a) takes inputs
6 relating to weather conditions and the Wastewater Collection System’s operating parameters;
7 and (b) predicts flows in the Wastewater Collection System and Wastewater Treatment Plants.

8 “FOG” shall mean fats, oils, and grease, which are animal- and plant-derived substances
9 that may solidify or become viscous due to temperature and other factors.

10 “Food Service Establishment” or “FSE” shall mean any facility or lessor to a facility
11 preparing and/or serving food for commercial use or sale, including but not limited to,
12 restaurants, coffee shops, public or private school cafeterias, lunchrooms, luncheonettes, lunch-
13 counters, in-plant or employee eating establishments, bars, cafes, taverns, sandwich stands, drink
14 stands, temporary food service establishments, mobile food service establishments, food
15 preparation kitchens, any cafeteria or similar facility and any other eating establishment with
16 food preparation such as organizations, clubs, boardinghouses, guesthouses, or concessions
17 within any public market that gives or sells food or beverages to the public, guests, patrons or
18 employees, as well as kitchens in which food is prepared on the premises for serving elsewhere,
19 including cafeteria functions, home manufacturers and caterers, and home food industries, and
20 food packaging, meat processing, and meat packing facilities.

21 “Force Main” shall mean any pipe that receives, contains, and conveys, under pressure,
22 wastewater from the discharge side of a pump.

23 “Gravity Main” shall mean any pipe that receives, contains, and conveys wastewater,
24
25
26
27
28

1 which is not normally under pressure, but is intended to flow unassisted under the influence of
2 gravity.

3 “Grease Removal Device” or “GRD” shall mean a concrete, fiberglass, or fiberglass-
4 reinforced plastic structure designed to separate and retain grease and oil from the wastewater
5 stream. GRDs are multiple-compartment units with inlet and outlet baffles and/or T-pipes, and
6 inspection ports.
7

8 “GWA” shall mean the Guam Waterworks Authority.

9 “Infiltration” shall mean water other than wastewater that enters a Wastewater Collection
10 System during wet weather conditions from the ground through such means as defective pipes,
11 pipe joints, connections, or manholes.
12

13 “Inflow” shall mean water other than wastewater that enters a Wastewater Collection
14 system during wet weather conditions from illicit or unpermitted sources other than Infiltration,
15 such as, but not limited to, roof leaders, foundation drains, yard drains, area drains, drains from
16 springs and swampy areas, manhole covers, cross connections between sanitary sewers and
17 storm sewers, catch basins, cooling towers, storm water, surface runoff, street wash waters, or
18 drainage.
19

20 “Inflow and Infiltration” or “I&I” shall mean all water from both Infiltration and Inflow
21 without distinguishing the source.
22

23 “Lateral” shall mean that portion of a Gravity Main lateral line that is owned by GWA
24 and located between: (i) the Gravity Main and (ii) either the property line of a residence or
25 business, or the boundary of an established easement.
26

27 “Likelihood of Failure” or “LOF” shall mean the statistical probability that defects could
28 cause an asset to fail, inhibiting its ability to effectively convey Municipal Sewage based on the

1 observed or estimated condition of the asset.

2 “Likelihood of Failure Score” or “LOF Score” shall mean a numerical value of 1 to 5,
3 assigned to an asset based on the observed or estimated condition of the asset. Calculating
4 likelihood of failure involves obtaining information about an asset’s original design, material,
5 installation, and operating parameters in conjunction with an assessment or estimate of its
6 potential current condition. Criteria factors can be given a score ranging from 1 (good) to 5
7 (poor) and a weight, which allow some factors to be given more importance than others.

9 “Municipal Sewage” shall mean domestic, commercial, and industrial wastewaters.

10 “NASSCO” shall mean the National Association of Sewer Service Companies.

11 “NPDES Permit” or “Permit” as used herein shall mean the National Pollutant Discharge
12 Elimination System Permits issued to GWA for the Facility (Permit Numbers GU0020087,
13 GU0020222, GU0020141, GU0020273), or any successor permit(s).

15 “Paragraph” shall mean a portion of this Decree identified by an Arabic numeral.

16 “Parties” shall mean the United States, GWA, and the Government of Guam.

17 “Power Supply” shall mean an electrical power supply system for a Pump Station in
18 which the sizing, design, and installation of the system complies with National Electric Code
19 requirements; all electrical components, panels and enclosures shall be listed by Underwriter’s
20 Laboratory and/or rated by the National Electrical Manufacturer’s Association (“NEMA”) as
21 appropriate for Pump Stations; all electrical components, panels and enclosures shall be
22 protected from physical damage by the 100 year flood, all electrical control panels shall be
23 enclosed in protective enclosure panels that are NEMA rated for harsh, corrosive environments,
24 and wastewater pumping stations should remain fully operational during the 25 year flood.

27 “Professional Engineer” shall mean a Professional Engineer registered on Guam pursuant
28

1 to the requirements of the National Council of Examiners for Engineers and Surveyors or
2 equivalent international organization standards as approved by EPA in the appropriate discipline
3 (e.g., civil, mechanical, electrical) for the work being undertaken.

4 “Preferred Operating Region” or “POR” shall mean the range of flows over which a
5 pumped flow is highly controllable and is established by the pump manufacturer in accordance
6 with ANSI/HI 9.6.3 Rotodynamic (Centrifugal and Vertical) Pumps – Guideline for Allowable
7 Operating Region. Within this range, the service life of the pump is not significantly affected by
8 hydraulic loads, vibration, or flow separation.
9

10 “Pretreatment Standard” shall mean general Pretreatment Standards in 40 C.F.R. Part
11 403, categorical Pretreatment Standards, local limits, and State and local law.
12

13 “Publicly Owned Treatment Works” or “POTW” shall mean the treatment works, as
14 defined in 33 U.S.C. § 1292(2)(a) and 40 C.F.R. § 403.3(q), that is owned and operated by
15 GWA.

16 “Pump Station” shall mean facilities comprised of pumps that lift wastewater to a higher
17 hydraulic grade line, including all related electrical, mechanical, and structural systems necessary
18 to the operation of that Pump Station.
19

20 “Rehabilitation” or “Rehabilitate” shall mean:

- 21 a. For Gravity Mains: the renewal or reconstruction of a Gravity Main from node to
22 node, including all manholes and Laterals connected to the Gravity Main;
23
24 b. For Pump Stations: the renewal or reconstruction of a Pump Station;
25
26 c. For Force Mains: the renewal or reconstruction of a Force Main pipe segment;

27 “Repair” shall mean:

- 28 a. For Gravity Mains: the work of fixing a portion of a Gravity Main that does not

1 result in Rehabilitation of the Gravity Main;

2 b. For Pump Stations: the work of fixing a portion of a Pump Station that does not
3 result in Rehabilitation of the Pump Station;

4 c. For Force Mains: the work of fixing a portion of a Force Main that does not result
5 in Rehabilitation of the Force Main;

6 “Replace” or “Replacement” shall mean:

7
8 a. For Gravity Mains: the work of demolishing a Gravity Main and installation of a
9 new Gravity Main in its place, including all manholes and Laterals connected to the Gravity
10 Main;

11 b. For Pump Stations: the work of demolishing an entire Pump Station, including the
12 wet well, and installation of a new Pump Station in its place;

13
14 c. For Force Mains: the work of demolishing a Force Main and installation of a new
15 Force Main in its place;

16 “Sanitary Sewer Overflow” or “SSO” shall mean an overflow, spill, diversion, or release
17 of wastewater from or caused by GWA’s Wastewater Collection System, except that the term
18 “SSO” does not include wastewater backups into buildings caused solely by a blockage or other
19 malfunction in a building lateral that is privately owned.
20

21 “Section” shall mean a portion of this Decree identified by a Roman numeral.

22 “State,” as defined in 33 U.S.C. § 1362(3), shall mean the Territory of Guam.

23
24 “Ten States Standards” shall mean the *Recommended Standards for Wastewater*
25 *Facilities, Policies for the Design, Review, and Approval of Plans and Specifications for*
26 *Wastewater Collection and Treatment Facilities, 2014 Edition* or any revisions thereof.

27 “United States” shall mean the United States of America, acting on behalf of EPA.
28

1 “Wastewater Collection System” shall mean all parts of the wastewater collection system
2 owned or operated by GWA that are intended to convey Municipal Sewage to GWA’s
3 Wastewater Treatment Plants, including, without limitation, sewers, pipes, Gravity Mains, Pump
4 Stations, lift stations, manholes, Force Mains, and appurtenances associated with each of the
5 above.

6
7 “Wastewater Treatment Plant” or “WWTP” shall mean that portion of GWA’s POTW
8 that is designed to provide treatment (including recycling and reclamation) of Municipal Sewage
9 and industrial waste.

10 **V. COMPLIANCE REQUIREMENTS**

11 10. Implementation of Compliance Requirements. GWA shall implement the
12 compliance requirements in this Section in accordance with Section III (Objectives) of this
13 Decree and by the deadlines set forth herein.

14
15 A. WASTEWATER COLLECTION SYSTEM

16 11. Gravity Main Condition Assessment. GWA shall complete a closed-circuit
17 television (“CCTV”) inspection and submit a Gravity Main Condition Assessment Report
18 regarding all of its Gravity Mains in accordance with the following schedule:

19 a. Within 210 days of the Effective Date, as an interim milestone, GWA
20 shall complete CCTV inspection of all Gravity Mains in GWA’s Wastewater Collection System,
21 except for pipe segments that are inaccessible for CCTV inspection, which are identified in
22 Appendix A. For pipe segments identified in Appendix A, GWA shall conduct pipe inspections
23 utilizing acoustic-based sewer pipe assessment technology. GWA shall not use CCTV
24 recordings completed before January 1, 2013. If any of the pipe segments identified in Appendix
25 A become accessible for CCTV inspection, GWA shall complete CCTV inspection of those pipe
26 segments within 30 Days and report on that inspection in the next semi-annual report.
27
28

1 b. Within nine (9) months of the Effective Date, GWA shall complete and
2 document an assessment of each CCTV inspection for all Gravity Mains in GWA's Wastewater
3 Collection System in accordance with NASSCO standards. For the pipe segments identified in
4 Appendix A, GWA shall complete and document an assessment of each acoustic-based pipe
5 segment inspection and compare the results with the assessment based on CCTV inspection of
6 the Wastewater Collection System in accordance with good engineering practices.
7

8 c. Within eighteen (18) months of the Effective Date, as an interim
9 milestone, GWA shall submit to EPA for review and approval a Gravity Main Condition
10 Assessment Report that evaluates, at a minimum, NASSCO rating, failure mode, Likelihood of
11 Failure, Consequence of Failure, criticality analysis, and remaining useful life of all Gravity
12 Mains in GWA's Wastewater Collection System, and recommends Gravity Main Repair,
13 Rehabilitation, and Replacement based upon those evaluations and good engineering practices.
14

15 12. Gravity Main Repair, Rehabilitation, and Replacement Program. GWA shall
16 implement a Gravity Main Repair, Rehabilitation, and Replacement program in accordance with
17 this Paragraph.
18

19 a. Acute Defects. As a compliance milestone, GWA shall Repair,
20 Rehabilitate, or Replace Gravity Main segments or assets with Acute Defects as soon as possible,
21 but no later than 18 month(s) after GWA identifies the Acute Defect for GWA in-house Repair,
22 Rehabilitation, or Replacement, and no later than 24 months after GWA identifies the Acute
23 Defect for a Repair, Rehabilitation, or Replacement to be performed by external contractors.
24

25 b. Rehabilitation or Replacement. As a compliance milestone, GWA shall
26 Rehabilitate or Replace a total of thirty "unique miles" of Gravity Mains within ten (10) years of
27 the Effective Date. Rehabilitation or Replacement Work completed up to one (1) year prior to
28

1 lodging of this Consent Decree may be credited toward the mileage milestones. As interim
2 milestones, GWA shall Rehabilitate or Replace:

3 i. at least ten “unique miles” by September 1, 2027;

4 ii. at least twenty “unique miles” by September 1, 2030;

5 c. Work Plan. Within the earlier of three (3) months of the EPA’s approval
6 of the Gravity Main Condition Assessment Report or twenty-four (24) months of the Effective
7 Date, as an interim milestone, GWA shall submit a Gravity Main Work Plan to EPA, for review
8 and approval, that organizes all necessary Gravity Main Repair, Rehabilitation, and Replacement
9 work recommended in its Gravity Main Condition Assessment Report into an appropriate
10 prioritization list that prioritizes work with the goal of preventing SSOs and limiting I&I: Acute
11 Defect, short-term, or long-term. GWA shall include in the Gravity Main Work Plan a schedule
12 for all Acute Defect and Short-Term Gravity Main Repair, Rehabilitation and Replacement work
13 for the next five years based on its prioritization list. GWA shall schedule all Acute Defect work
14 in accordance with Paragraph 12.a.

15 d. Annual Evaluation. GWA shall evaluate its Gravity Main Work Plan
16 prioritization list and work schedule as needed, but not less than annually. The annual evaluation
17 shall be submitted to EPA for its information and shall be completed by September 30 of each
18 calendar year. Any modifications to the work schedules are subject to EPA review and approval.

19
20
21
22 13. a. Long-Term Gravity Main Plan. Within nine (9) years of the Effective
23 Date, as a compliance milestone, GWA shall submit to EPA for review and approval a Long-
24 Term Gravity Main Plan that: (i) sets out a schedule for the design and construction of all
25 necessary Long-Term Gravity Main Rehabilitation and Replacement work in its Gravity Main
26 Work Plan prioritization list; (ii) meets the capacity criterion established in the Storm Technical
27
28

1 Memorandum dated January 4, 2023 (the “Storm Technical Memorandum”); and (iii) proposes
2 an annual commitment of Gravity Main mileage of at least three (3) miles per year for
3 Rehabilitation or Replacement. GWA’s Long-Term schedule and work shall take into account
4 the Capacity Assurance Program and GWA’s Capacity Evaluation Report and Flow Model in
5 Paragraph 14.b, below. GWA shall provide the associated cost estimates for all work under the
6 Plan with as much specificity as possible.
7

8 b. Capacity Assurance Program. GWA’s POTW shall not exceed the
9 POTW’s design capacity. All pipe segments in GWA’s Gravity Mains shall meet the capacity
10 criterion established in the Storm Technical Memorandum. Based on the Flow Model results
11 and the Capacity Evaluation Report results, GWA shall develop and submit as part of its Long-
12 Term Gravity Main Plan a Capacity Assurance Program (“CAP”). The CAP shall include a plan
13 and schedule, for EPA review and approval, for work necessary to ensure that GWA’s
14 Wastewater Collection System and POTW will have adequate capacity.
15

16 14. Capacity Evaluation Report. Within eighteen (18) months of the Effective Date,
17 as an interim milestone, GWA shall complete a Capacity Evaluation Report that identifies
18 current or potential future flow bottlenecks within the Wastewater Collection System. The
19 Capacity Evaluation Report shall:
20

21 a. Include a hydraulic assessment;

22 b. Include a Flow Model for GWA’s POTW, including both the Wastewater
23 Collection System and WWTPs, that is calibrated according to the Chartered Institution of Water
24 and Environmental Management (CIWEM) Code of Practice for the Hydraulic Modelling of
25 Urban Drainage Systems Version 01 and is consistent with the Storm Technical Memorandum.
26 The Flow Model calibration shall incorporate: (i) new data gathered through December 31, 2022;
27
28

1 (ii) physical changes to the Wastewater Collection System and changes to capacity at the POTW
2 through December 31, 2022; (iii) additional wet and dry flow monitoring for the Central Basin;
3 and (iv) Flow Model verification. As part of the Capacity Evaluation Report, GWA shall
4 provide a detailed Flow Model calibration description that: (i) details how the Flow Model was
5 calibrated in accordance with CIWEM best practices; (ii) summarizes the data used to calibrate
6 the Flow Model; and (iii) describes the confidence of the Flow Model;
7

8 c. Identify, at a minimum, the hydraulic capacities of the POTW, and
9 compare those capacities to existing and future projected average and peak flows in dry and wet
10 weather; and

11 d. Identify those portions of the POTW that are expected to cause or
12 contribute to SSOs or prohibited Bypasses at the WWTPs under existing and future projected
13 average and peak flows in dry and wet weather, and prioritize those portions, under current or
14 projected future conditions, to meet the capacity criterion in the Storm Technical Memorandum.
15

16 15. Capacity Assurance Projects. Within seven (7) years of the Effective Date, as a
17 compliance milestone, GWA shall complete necessary Rehabilitation, Replacement or sewer
18 pipe upsizing to assure adequate capacity for peak wet weather flows at the Wastewater
19 Collection System locations identified in subparagraphs 15.a-e of this Paragraph and any other
20 critical capacity-limited segments in the Wastewater Collection System identified in GWA's
21 Capacity Evaluation Report submitted to EPA pursuant to Paragraph 14 (collectively, "Capacity
22 Assurance Projects"). GWA shall ensure each Capacity Assurance Project assures adequate pipe
23 capacity, meaning that pipe segments have a depth to diameter (d/D) ratio meeting the capacity
24 criterion established in the Storm Technical Memorandum.
25
26

27 a. Route 12 at Route 2;
28

1 b. Marine Corps Drive between Route 4 and Highway 6;

2 c. Barrigada Pump Station;

3 d. Route 1 (Dededo). GWA shall complete the Northern District Capacity
4 Replacement – Phase 1 project along the highlighted pipe segments in Appendix B, and submit a
5 proposed schedule for the remaining Route 1 projects for EPA review and approval;

6 e. Route 4 (between Pump Station 18 and Pump Station 14).

7
8 16. Capacity Assurance Report. After completing all of the Capacity Assurance
9 Projects listed above in Paragraph 15, GWA shall incorporate those Capacity Assurance Projects
10 into GWA's Flow Model and shall recalibrate the Flow Model using best industry practices.
11 Within six (6) months of completion of the projects in Paragraph 15, as an interim milestone,
12 GWA shall submit a Capacity Assurance Report to EPA to evaluate whether the capacity
13 projects remedied the capacity issues at each of the locations listed in Paragraph 15.a-e, and to
14 identify any other capacity bottlenecks within the Wastewater Collection System, particularly
15 those locations in need of Rehabilitation, Replacement, or sewer pipe upsizing to assure capacity.
16 The Capacity Assurance Report shall include a proposed schedule, which shall be subject to
17 EPA's review and approval, to implement Rehabilitation, Replacement, and improvement
18 projects to address any identified capacity issues.
19
20

21 17. Force Main Inventory. Within 60 days of the Effective Date, as an interim
22 milestone, GWA shall submit to EPA a list of all Force Main segments in its entire Wastewater
23 Collection System that identifies each segment's location, properties (flow rate, pipe material,
24 diameter, length, installation date, etc.), known condition, last inspection date, and type of
25 inspection conducted. Together with this list, GWA shall submit to EPA a GIS map that
26 includes the locations of all Force Mains.
27
28

1 18. Force Main Condition Assessment. Within three (3) years of the Effective Date,
2 as an interim milestone, GWA shall complete a Force Main condition assessment for the Force
3 Mains identified in Table A, below. As part of the Force Main condition assessment, GWA shall
4 ensure that the condition assessment steps detailed below are performed for all Table A Force
5 Mains, valves, air relief valves, drains, connections, fittings and appurtenances associated with
6 the Force Main, and is conducted, stamped, and certified by a Professional Engineer. At a
7 minimum, GWA shall:

- 9 a. Inspect and determine functionality;
- 10 b. Identify defects such as inoperable valves, exposed corrosion, leaks,
11 cracks, or other conditions that could contribute to the failure of the Force Main;
- 12 c. Evaluate all metallic (cast iron, ductile iron, steel, etc.) and concrete Force
13 Mains, fittings, and appurtenances to determine whether corrosion protective measures are
14 necessary. Appropriate corrosion protective measures include:
 - 15 i. Targeted pipeline/component replacement;
 - 16 ii. Adding protective coatings;
 - 17 iii. Installing an internal pipe lining; and
 - 18 iv. Adding targeted cathodic protection.
- 19 d. Conduct an external pipe inspection of the exterior of each Force Main at
20 each location where the pipe segment is exposed to assess structural damage and the integrity of
21 protective coatings using visual inspection and technology suitable to the particular pipe to
22 identify possible defects such as leaks, cracks, corrosion, erosion, pinholes, coating damage,
23 delamination or any other conditions that could contribute to the failure of the Force Main. For
24 purposes of this Paragraph, suitable technology shall be no less than ultrasonic testing, magnetic
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1 flux leakage, or broadband electromagnetic testing, or a technology that EPA and GWA agree is
2 equivalent to those technologies in terms of its ability to meet the stated objectives of inspection
3 and assessment. The requirements of subparagraph d of this Paragraph do not apply to Force
4 Mains that are, as of the Effective Date, in the engineering design phase of a construction
5 project;

6
7 e. Conduct pressure testing evaluations on all segments of Table A Force
8 Mains that have a LOF greater than 3.4, using accepted engineering methods suitable for each
9 pipe to identify possible defects or any other conditions that could contribute to the failure of the
10 Force Main. The purpose of the pressure testing evaluation is to determine if the design,
11 construction, and materials are sufficient to withstand the maximum predicted transient pressures
12 that may be expected to occur under normal, peak flow, and emergency (shut-down and start-up)
13 conditions. This evaluation shall include, but not necessarily be limited to, (i) a review of
14 available pressure data, and (ii) an evaluation using actual pressure measurements of the transient
15 pressures that occur during the range of anticipated operating conditions. Any actual pressure
16 measurements shall be limited to the range of operating conditions that is both prudent and
17 practicable. GWA shall follow up on observed conditions that are likely to be a source of
18 leakage. The methodologies employed will be appropriate to the type of condition and location
19 of the suspected leakage. The requirements of subparagraph e of this Paragraph do not apply to
20 Force Mains that are, as of the Effective Date, in the engineering design phase of a construction
21 project;

22
23 f. Identify the extent to which defects affect the performance of the Force
24 Main, through performance indicators such as unusual noise, vibrations, pipe and pipe joint
25 leakage and displacement, valve arrangement and leakage, lift station operation and
26
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1 performance, discharge pump rates and pump speed, and pump suction and discharge pressures;

2 g. Review operating data, such as operating pressures, pump run times, and
3 flow rates, as well as reports of physical inspections, which can reveal reduced Force Main
4 capacity and other performance issues to determine if there is an actual or potential significant
5 reduction in capacity; and

6 h. Determine the Force Main's probable time of failure for the following four
7 failure modes based on the information gathered in subparagraphs a-f of this Paragraph:
8 condition or structural failure, end of useful life, capacity, and not meeting an established level of
9 service.
10

11 19. Force Main Assessment Report. Within three-and-a-half (3.5) years of the
12 Effective Date, as an interim milestone, for each Force Main that was assessed pursuant to
13 Paragraph 18, GWA shall submit to EPA, for review and approval, a Force Main Assessment
14 Report that:
15

16 a. Describes the method and extent of each assessment conducted under
17 Paragraph 18, including valve, exposed fitting, and exposed appurtenance inspections; corrosion
18 protection evaluations; external pipe inspections; pressure testing evaluations; and leak detection
19 tests. The report must provide a narrative of approach and methodology for inspections,
20 inspection locations and, in an appendix to the report, provide the field data collected pursuant to
21 Paragraph 18.
22

23 b. Describes the results of each assessment for each Force Main conducted
24 pursuant to inspections referenced in Paragraph 18, including valve, exposed fitting, and exposed
25 appurtenance inspections; corrosion evaluations; external pipe inspections, pressure testing
26 evaluations, and leak detection tests;
27
28

1 c. Identifies, and quantifies, where practicable, observed or measured
2 conditions such as leaks, cracks, corrosion, erosion, pinholes, coating delamination, joint
3 deflections, pipe deformation, wall-thinning, or any other conditions that could contribute to the
4 failure of the Force Main;

5 d. Includes an inventory of all pipe segments with observed conditions and
6 photo documentation of Force Main defects whenever possible;

7 e. Includes a summary of defects that affect the performance of the Force
8 Main, through performance indicators such as unusual noise, vibrations, pipe and pipe joint
9 leakage and displacement, valve arrangement and leakage, lift station operation and
10 performance, discharge pump rates and pump speed, and pump suction and discharge pressures;

11 f. Includes a description of each Force Main's failure modes, and the
12 probable time of failure, based on the information gathered through the assessments conducted
13 pursuant to Paragraph 18; and

14 g. Based on Force Main condition assessments, identifies pipe segments that
15 leak or are cracked, broken, or ruptured (or have the potential to leak, crack, break, or rupture
16 within the next ten (10) years), or are experiencing (or have the potential to experience) a
17 significant reduction in capacity or other conditions that could lead to Force Main failure. GWA
18 shall identify Force Main capacity issues and other performance issues that result in an actual or
19 potential significant reduction in capacity.
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23 **Table A: Force Mains for Condition Assessment**

24

Force Main Lift Station	Basin	Diameter (inches)	Length (feet)	Material	Installation Year	LOF Score (1 to 5)	COF Score (1 to 5)
Hagåtña Main	Hagåtña	24	2,724	Reinforced concrete	1965	Known poor condition	4.9
Asan	Hagåtña	12	2,993	Cast iron	1971	Known poor	2.8

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						condition		
1	Bayside	Hagåtña	6	646	ACP	1966	5	3.6
2	Pago Double Shaft	Hagåtña	8	2,474	ACP	1973	4.9	3.2
3	Mamajanao	Hagåtña	14	1,186	Unknown	1971	3.2	4.4
4	Barrigada	Hagåtña	14	6,078	ACP	1978	3.9	3.1
5	Mangilao	Hagåtña	10	2,739	ACP	1974	4.5	2.8
6	Piti	Hagåtña	9.1	4,336	ACP	1971	4.5	2.6
7	Tai Mangilao	Hagåtña	8	1,618	ACP	Unknown	3.4	2.7
8	Pump Station No. 17	Umatac-Merizo	6	2,840	Ductile iron	1980	3.9	2.3
9	Paseo De Oro	Hagåtña	6	686	ACP	1967	5	1.8
10	Dairy Road	Hagåtña	6	3,616	Ductile iron	1983	3.1	2.5
11	Pump Station No. 16	Umatac-Merizo	6	1,095	Ductile Iron	1980	3.1	2.5
12	Maite	Hagåtña	4	393	Unknown	1971	3.2	1.7
13	Harmon	Hagåtña	6	2,260	Unknown	1972	3.2	1.5
14	Fujita	Tumon	18	7,154	Ductile iron	1992	3	3.7
15	Route 16	Northern District	30	5,741	Unknown	1989	2.1	5
16	Yigo	Northern District	16	3,077	Polyethylene	1973	2.8	3.5
17	Chaligan	Agat-Santa Rita	16	6,352	Ductile iron	1995	2.6	3.1
18	Ypao	Hagåtña	7.3	1,741	PVC	Unknown	1.7	3.9
19	Inarajan Main	Inarajan	8	3,893	Unknown	1984	2.7	2.9
20	Southern Link	Northern District	36	4,311	Ductile iron	1992	2.6	2.9
21	New Chaot	Hagåtña	20	2,319	PVC	1989	1.7	2.9
22	Gaan	Agat-Santa Rita	16	10,125	PVC	1995	1.7	2.9
23	Alupang Cove	Hagåtña	6	905	PVC	1991	1.7	2.8
24								
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1 20. Force Main Action Plan. Within six (6) months of EPA approval of the Force
2 Main Assessment Report, as an interim milestone, GWA shall submit to EPA, for review and
3 approval, a Force Main Action Plan consistent with the Force Main Condition Assessment that:

- 4 a. Prioritizes necessary Force Main upgrades;
- 5 b. Includes a schedule for design and implementation of interim Force Main
6 improvement projects where asset failure is likely to occur before Repair, Rehabilitation, or
7 Replacement is complete;
- 8 c. Includes a schedule for design and implementation of Repair,
9 Rehabilitation, Replacement, and improvement projects employing methodologies appropriate to
10 the condition and location of the Force Main;
- 11 d. Requires the installation of corrosion protective measures for metallic
12 (cast iron, ductile iron, steel, etc.) and concrete Force Mains, fittings, and appurtenances that lack
13 adequate corrosion protection or could be subject to corrosion; and includes a schedule for future
14 Force Main condition assessments with an explanation of GWA's Force Main prioritization and
15 scheduling decisions.

16 21. Implementation of the Force Main Action Plan. As a compliance milestone,
17 GWA shall complete construction addressing at least 25% of the linear feet of Force Mains
18 addressed in the approved Force Main Action Plan within nine (9) years of the Effective Date.
19 GWA will be allowed to include Force Main projects completed after the Effective Date for
20 Force Mains listed in Table A. The Force Main Action Plan shall be consistent with the Force
21 Main Condition Assessment in that it will prioritize work at Force Mains that are failing or are
22 most likely to fail.

23 22. Force Main Spill Contingency Plan. Within six (6) months of the Effective Date,
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1 as an interim milestone, GWA shall submit to EPA, for review and approval a Force Main Spill
2 Contingency Plan for all Force Mains that establishes measures and procedures to respond to a
3 Force Main spill event in order to minimize discharges to surface waters, prevent public
4 exposure to the spilled wastewater, and return the Force Main to full service as rapidly as
5 possible. The Force Main Spill Contingency Plan shall include the following sections:

6
7 a. Force Main Information. The Force Main information section shall
8 contain salient information about the Force Mains including location, diameter, length, material,
9 elevations, design flows and pressures, fittings, parallel force mains, location of waterways, and
10 a vicinity map of the Force Main, including nearby Gravity Mains and Pump Stations that may
11 be used for diversion of flows in the event the Force Main is damaged.

12
13 b. Spill Response Procedures. The spill response procedures section shall
14 include a list of the actions that GWA anticipates taking in the event of a Force Main spill,
15 including tankering and diversion of flows within the system. This section shall describe the
16 resources GWA will have available to deploy in the event of a Force Main spill, the staff
17 notification procedures, and anticipated response times, with the goal being to restore service to
18 the customer as soon as possible.

19
20 c. Equipment, Parts, and Supplies. The equipment, parts, and supplies
21 section shall include a list of the equipment, parts, and supplies needed to implement the Plan,
22 including response and repair equipment, spare parts, and supplies that can be used in the event
23 of a Force Main failure. The response equipment shall include portable pumps, hose or piping,
24 sand bags (or equivalent barrier/diversion devices), and pipe plugs. The supplies shall include
25 replacement pipe, valves, and repair kits. The list shall identify the location of all such
26 equipment, parts, and supplies.
27
28

1 23. Force Main Operation and Maintenance Program. Within two (2) years of the
2 Effective Date, as an interim milestone, GWA shall submit to EPA, for review and approval a
3 Force Main Operations and Maintenance (“O&M”) Program that establishes written preventive
4 operations and maintenance schedules and procedures for all Force Mains. The Force Main
5 O&M Program shall be integrated into the GWA Asset Management Program, and
6 Computerized Maintenance Management System (CMMS) and shall include:
7

8 a. Preventative maintenance schedules for the inspection, periodic service,
9 and calibration of force main instrumentation, such as flow meters, liquid level sensors, alarm
10 systems, elapsed time meters, remote monitoring equipment, and air release valves;

11 b. Inspection and maintenance of sulfide and corrosion protection systems;
12 and
13

14 c. An annual systematic method of reviewing Force Main operational data,
15 which at a minimum includes pump run times, discharge pump rates and pump speed, pump
16 suction and discharge pressures, flow rates, and performance indicators (including excessive
17 noise, vibrations, and leakage), all of which can reveal reduced Force Main performance issues.
18

19 24. Pump Stations: Scope of Work. GWA shall complete all improvement work,
20 which may include Repair, Rehabilitation, Replacement, and relocation, for each of its Pump
21 Stations necessary to ensure reliability, functionality, and adequate capacity and satisfy each of
22 the acceptance criteria set forth in Paragraph 31.

23 25. Pump Station priority projects. Within the number of years from the Effective
24 Date specified after each pump station below, as compliance milestones, GWA shall complete all
25 necessary improvements to the three Pump Stations in the most critical need of work: the Ypao
26 (three (3) years), Hagåtña Main (two (2) years), and Mamajanao (three (3) years) Pump Stations
27
28

(the “Pump Station Priority Projects”). All work, including any start-up activities and any related O&M training for field personnel, shall be completed by these deadlines.

26. Sewage Pump Stations: Tiers. Except for the Pump Station Priority Projects identified in Paragraph 25, GWA’s entire inventory of Pump Stations has been organized into four tiers: Tiers 1, 2, 3 and 4 set forth in Table B below.

Table B: Pump Station Tiers¹

<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>	<u>Tier 4</u>
1. Alupang Cove (C) 2. Astumbo #1 (N) 3. Astumbo #2 (N) 4. Bayside (N) 5. Dairy Road (C) 6. Ejector Station No. 2 (S) 7. Fujita (N) 8. Harmon (N) 9. Inarajan Main (S) 10. Inarajan Lift Station (S) 11. Machanao (N) 12. Mongmong Toto (C) 13. Pago Double Shaft (C) 14. Piti (C) 15. Pump Station No. 13 (S) 16. Pump Station No. 16 (S) 17. Pump Station No. 17 (S) 18. Pump Station No. 19 (S) 19. Pump Station No. 20 (S) 20. Route 16 (N) 21. Southern Link (N) (22) Talafofo (S) (23) Yigo (N)	1. Asan (C) 2. Barrigada (C) 3. Commercial Port (C) 4. Ejector Station No. 3 (S) 5. Ejector Station No. 6 (S) 6. Latte Heights Double Trouble (N) 7. Latte Heights Submarine (N) 8. Latte Plantation (N) 9. Latte Sun Rise (N) 10. Maite (C) 11. Mangilao (C) 12. Namu Yona (C) 13. New Chaot (C) 14. Pagachao (S) 15. Paseo De Oro (N) 16. Pump Station No. 11 (S) 17. Reyes (S) 18. Tai Mangilao (C) 19. Toto Garden (C)	1. Agat Chaligan Taleyfac (Chaligan) (S) 2. Cabras Island (C) 3. Casamiro (C) 4. Chalan Pago Pump Station 3 (C) 5. Chalan Pago Pump Station 5 6. Dero Road (C) 7. Ejector Station No. 4 (S) 8. Ejector Station No. 5 (S) 9. Ejector Station No. 7 (S) 10. Leyang (C) 11. Main Trunk Line (S) 12. Ordot (C) 13. Pacific Latte (N) 14. PGD (N) 15. Pump Station No. 12 (S) 16. Pump Station No. 14 (S) 17. Pump Station No. 15 (S) 18. Pump Station No. 18 (S) 19. Sinajana (C) 20. Zero Down PS (N)	All Pump Stations not included as Pump Station priority projects or Tiers 1, 2, and 3.

27. Sewage Pump Stations: Preliminary Work Plans. For each tier and beginning with Tier 1, as an interim milestone, GWA shall develop and submit to EPA for review and

¹ The district for each Pump Station is noted in parentheses: Northern (N), Central (C), and Southern (S).

1 approval a preliminary design schedule that prioritizes Pump Station improvements based on
2 current known conditions of each Pump Station within that tier (“Pump Station Preliminary
3 Work Plans”). GWA shall submit the Pump Station Preliminary Work Plans in accordance with
4 the following schedule:

- 5 a. Tier 1 Pump Station Preliminary Work Plan within one year of the
6 Effective Date;
7 b. Tier 2 Pump Station Preliminary Work Plan within five (5) years of the
8 Effective Date;
9 c. Tier 3 and Tier 4 Pump Station Preliminary Work Plan within ten (10)
10 years of the Effective Date.
11

12 28. GWA shall include in each Pump Station Preliminary Work Plan:

- 13 a. an estimated scope of work for each Pump Station based on the known
14 condition and a corresponding conceptual design in accordance with the acceptance criteria set
15 forth in Paragraph 31;
16 b. a schedule for a Pump Station condition assessment performed in
17 accordance with Paragraph 29; and
18 c. a proposed schedule of key implementation dates for each Pump Station
19 within the tier, to include, at a minimum, execute design contract, complete condition
20 assessment, issue a notice to proceed with design, execute construction contract, issue a notice to
21 proceed with construction, complete construction, all in accordance with Paragraph 30.
22 d. GWA may propose, based on worsening conditions at any Pump Station
23 from those that existed as of the Effective Date of this Consent Decree or for which land
24 acquisition is required, a change in Tier designation or substitution of Pump Station between
25
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27
28

1 Tiers, for EPA review and approval with the Preliminary Work Plan provided that (i) if GWA
2 proposes a tier change, GWA may only propose changing a Pump Station from a higher priority
3 tier to a lower priority tier by one tier (*e.g.*, GWA may not propose changing a Pump Station
4 from Tier 1 to Tier 3); and (ii) if GWA's Pump Station change proposal is based on GWA's
5 acquisition of land, GWA must include in its request to EPA a commitment to resolve the land
6 acquisition issue within a specific time period.
7

8 29. Sewage Pump Stations: Condition Assessments. GWA shall assess the condition
9 of each Pump Station through observation, direct inspection, investigation, and monitoring.

10 GWA shall use the data and information from the condition assessment to identify structural and
11 operational issues, evaluate the overall performance of the system, update its Pump Station asset
12 condition profiles, and assess the rate of deterioration of Pump Station assets. As interim
13 milestones, GWA shall complete and submit Pump Station condition assessments to EPA for
14 review and comment, in accordance with the schedules established within each Pump Station
15 Preliminary Work Plan tier. GWA shall ensure that each condition assessment is conducted,
16 stamped, and certified by a Professional Engineer, and include the following:
17

- 18
- 19 a. Review of existing condition assessment information and prior studies;
 - 20 b. Review of existing operations plans, operational data, and asset
21 management data;
 - 22 c. Interviews with operations, maintenance, and engineering staff;
 - 23 d. Review of available engineering drawings;
 - 24 e. Pump Station inspections that include structural, mechanical, electrical,
25 and civil assessments, and utilize up-to-date industry standard technologies, tools, and practices;
26
27 and
28

1 f. For each pump: designed horsepower, power demands, designed flows,
2 installation date, and Preferred Operating Region;

3 g. For each Pump Station: average flows, overall power demand, and overall
4 wet well capacity.

5
6 For any associated Pump Station, the Force Main Condition Assessment completed under
7 Paragraph 18 can be utilized as part of the Pump Station condition assessment to the extent that
8 the information therein remains accurate and valid.

9
10 30. Completion of Tier 1 and 2 Projects. Based on the Pump Station condition
11 assessments, GWA shall complete all improvement work set forth in the Pump Station
12 Preliminary Work Plan for Tier 1 and 50% of the improvement work set forth in the Pump
13 Station Preliminary Work Plan for Tier 2, each as a compliance milestone, including any start-up
14 activities and any related O&M training for field personnel, in accordance with the following
15 schedule:
16

- 17 a. Tier 1 Projects within seven (7) years of the Effective Date; and
18 b. 50% completion of Tier 2 Projects within ten (10) years of the Effective
19 Date.

20 31. Sewage Pump Station Acceptance Criteria. For GWA to designate Pump Station
21 projects complete under Paragraph 30, the Pump Station project must satisfy each criterion listed
22 in this Paragraph and be designed and constructed to conform with good engineering practice
23 and the Ten States Standards, including practices to improve climate change resiliency of the
24 Pump Stations. As applicable, resilience considerations should be consistent with EPA's
25 Creating Resilient Water Utilities initiative, such as the Resilient Strategies Guide for Water
26 Utilities. When GWA determines that a Pump Station project has satisfied all of the acceptance
27 criteria and standards in this Paragraph, GWA shall certify in a semi-annual report submitted
28

1 pursuant to Paragraph 48 that the Pump Station project is complete according to Paragraph 30:

2 a. Emergency Operations. GWA shall install, and operate as necessary, at all
3 Pump Stations a continuous standby power supply in the form of a fuel-operated standby
4 generator system. GWA shall design this standby generator system as part of all Pump Stations
5 to supply the same amount of electrical power to the Pump Station (including all pumps,
6 controls, alarms, and support systems) as supplied by the utility company. Such emergency
7 operation systems shall comply with the Ten States Standards, including Chapter 47.
8

9 b. Screening baskets, comminutors, or grit removal devices. GWA shall
10 install and operate screening baskets, comminutors, or grit removal devices to remove and/or
11 comminute grit and large solids contained in the wastewater before it is pumped.
12

13 c. Proper site security and safety measures. GWA shall take all reasonable
14 measures to maintain safe Pump Station sites, ensure that site perimeter fencing is intact, and
15 prevent site access for trespassers, especially access to confined spaces.
16

17 d. Emergency action sheets. GWA shall update and post emergency action
18 sheets at each Pump Station that provide a set of standard operating procedures outlining the
19 steps an operator would take under a given scenario. GWA shall establish emergency action
20 sheets for the following Pump Station scenarios: power failure; backup power failure; emergency
21 response to an SSO; high-level alarm; and pre- and post-storm response. Each emergency action
22 sheet shall contain standard operating procedures that include: response time, response
23 personnel, chain of notification, response equipment, response procedures with order of
24 operations, safety precautions, and close-out procedures.
25

26 e. Backflow prevention devices. GWA shall install backflow prevention
27 devices to protect potable water sources from cross-contamination from wastewater backflow.
28

1 f. Alarms and SCADA systems. GWA shall install and maintain alarms,
2 controls, and supervisory control and data acquisition (SCADA) systems and integrate all alarms
3 and controls to the SCADA system to provide remote status monitoring of its pumping
4 operations from an off-site location, and to the extent practicable, remote control of its pumping
5 operations from an off-site location. GWA shall ensure that the SCADA system continuously
6 monitors, reports, and transmits the following information:
7

8 i. Daily operating hours for each sewage pump;
9 ii. Number of pump starts for each sewage pump;
10 iii. Wet well level with high- and low-level alarm set points;
11 iv. Flow (instantaneous and average);
12 v. Discharge pressure with high- and low-level alarm set points; and
13 vi. Minimum digital inputs, including high-water level alarm in wet
14 well, drywell flooding, intrusion alarm, Alternating Current Pump Station power failure, Direct
15 Current low battery, and remote signal failure alarm.
16

17 g. Adequate pumping capacity and redundancy. GWA shall ensure that there
18 is pump redundancy at each Pump Station. The minimum number of pumps per station shall be
19 two. GWA shall ensure pumping capacity and redundancy complies with the Ten States
20 Standards, Chapter 42.31.h
21

22 h. Adequate wet-well capacity. GWA shall ensure that newly-constructed,
23 Replacement, or Rehabilitated Pump Station wet-well volume is sufficient for anticipated wet-
24 weather peak hourly flow conditions and coordinated with pump sizing for the station. GWA
25 shall ensure each newly-constructed, Replacement, or Rehabilitated Pump Station wet-well
26 complies with the Ten States Standards, Chapter 42.6.
27
28

1 i. Corrosion protection. GWA shall Replace all Pump Station equipment,
2 including wet-well and valve equipment, rendered inoperable from corrosion, and provide Pump
3 Station equipment with adequate corrosion protection. GWA shall ensure corrosion protection
4 complies with the Ten States Standards, Chapter 42.25.

5 j. Adequate electrical panels, lighting, and Power Supply. GWA shall
6 ensure that each Pump Station has adequate electrical panels, lighting, and Power Supply.
7

8 k. Force Mains. GWA shall ensure Force Mains leaving the Pump Station
9 are in proper working condition and comply with the Ten States Standards, Chapter 49. For any
10 associated Pump Station, work completed pursuant to the Force Main Action Plan can be utilized
11 as part of the Pump Station Rehabilitation process to the extent that the information therein
12 remains accurate and valid.
13

14 l. Pumps. GWA shall ensure each pump is installed and operates within the
15 Preferred Operating Region under normal operating conditions and normal daily flow conditions.
16 GWA shall consider whether each Rehabilitated pump needs a variable frequency drive based on
17 a cost-benefit analysis. GWA shall ensure each type of pump within its system has a complete
18 repair kit and the necessary spare parts to resume pump service. GWA shall ensure each pump
19 complies with the Ten States Standards, Chapter 42.3.
20

21 m. Valves. GWA shall ensure all Pump Station valves are installed and in
22 good working condition. Each wastewater pump shall have isolation valves to permit the
23 removal or maintenance of the pumps and check valves without affecting the operation of
24 remaining pumps. Each Pump Station shall have sufficient valves to permit the proper operation
25 and maintenance of the Pump Station during normal, peak, and bypass conditions. Each valve
26 shall be rated for use with raw, unscreened wastewater, and shall be designed for its function and
27
28

1 installation location, as well as the normal and maximum operating pressures expected at the
2 Pump Station. GWA shall ensure valves comply with the Ten States Standards, Chapter 42.5.

3 n. Computerized Maintenance Management System (“CMMS”). GWA shall
4 enter all equipment assets, spare parts, preventative maintenance procedures, and a recurring
5 maintenance schedule for all Pump Station assets into GWA’s CMMS in accordance with
6 GWA’s asset management program. The manufacturer’s documented operation and
7 maintenance procedure shall be incorporated into the specific preventative maintenance for each
8 asset.
9

10 o. Operational testing and performance period. GWA shall ensure
11 that each Pump Station completes the operational testing and performance period successfully.
12

13 p. Operational Testing. For operational testing, GWA shall operate
14 and monitor the Pump Station for five (5) consecutive Days. During operational testing, GWA
15 shall demonstrate Pump Station operation on automatic control without equipment or control
16 failure and with sewage tie-in. The Pump Station mechanical equipment, electrical/control
17 systems, and emergency power equipment shall operate without failure during the operational
18 testing.
19

20 q. Performance Period. For a Pump Station to be considered
21 operational and successfully complete the performance period, all Pump Station equipment and
22 operational systems, including all control, alarm, and SCADA systems, shall operate without
23 failure for six (6) months and shall not result in any SSOs caused by a Pump Station failure
24 within that time period.
25

26 B. HAGÁTÑA WWTP

27 32. Hagátña WWTP Secondary Treatment Feasibility Study. Within seven (7) years
28 of the Effective Date, as a compliance milestone, GWA shall submit to EPA for review and

1 approval a feasibility study for secondary treatment upgrades to the Hagåtña WWTP that will
 2 include analyses of design options, alternative locations, climate change and sea level rise, and
 3 planning level construction cost estimates and construction timelines. The feasibility study must
 4 conform with good engineering practice and the Ten States Standards, including practices to
 5 improve climate change resiliency of the secondary treatment upgrades to the Hagåtña WWTP.
 6 As applicable, resilience considerations should be consistent with EPA’s Creating Resilient
 7 Water Utilities initiative, such as the Resilient Strategies Guide for Water Utilities.
 8

9 33. Hagåtña WWTP Interim Effluent Limits and Monitoring Requirements. Until
 10 GWA achieves and demonstrates compliance with secondary treatment standards of the Clean
 11 Water Act, as defined by 40 C.F.R. Part 133, and any effluent limitations for TSS and BOD set
 12 forth in GWA’s applicable NPDES Permit for the Hagåtña WWTP, GWA shall achieve
 13 compliance with interim effluent limits and monitoring requirements for wastewater discharges
 14 from the Hagåtña WWTP set forth below in Table C. This Consent Decree shall not affect the
 15 force or effect of any other effluent limitations, or monitoring and reporting requirements, or any
 16 other terms and conditions of the applicable NPDES Permit(s).
 17
 18

19 **Table C: Hagåtña WWTP Interim Effluent Limits**

Interim Discharge Limitations					Monitoring Requirements	
Discharge Parameter	Average Monthly	Average Weekly	Maximum Daily	Units	Frequency	Sample Type
Biochemical Oxygen Demand (5-day)	97	140	--	mg/L	Weekly	24-hour composite
	4,911	7,055	--	lbs/day		
	Average monthly percent removal shall not be less than 33%			%		
Total Suspended Solids	64	125	--	mg/L	Weekly	24-hour composite
	2,827	5,500	--	lbs/day		
	Average monthly percent removal shall not be less than 50%			%		

1 C. OPERATION & MAINTENANCE REQUIREMENTS

2 34. Cleaning. Beginning on the Effective Date, as an interim milestone, GWA shall
3 clean 60 “unique miles” of Gravity Mains in each year, which is approximately 20 percent of
4 GWA’s Gravity Mains. In calculating the number of “unique miles” each year, GWA shall
5 count each individual pipe segment cleaned in that year, but shall not count an individual pipe
6 segment multiple times even if that pipe segment was subject to repeated cleaning in that year.
7 GWA shall clean its entire Gravity Main system every 5 years. This obligation shall terminate
8 upon Termination of the Consent Decree.
9

10 35. Hot Spot Cleaning. As an interim milestone, GWA shall implement a Hot Spot
11 Cleaning Program, as conditionally approved by EPA on July 11, 2019, with the focus on
12 repeated, routine cleaning of sewer locations that have a history of blockages, FOG and grit
13 build-up, and SSOs.
14

15 36. SSO Response Plan. GWA shall implement an SSO Response Plan as approved
16 by EPA on September 9, 2020. The SSO Response Plan shall include, but not be limited to,
17 standard operating procedures for timely response to SSOs, spill containment, site security, site
18 cleanup, a standard method for the estimation of spill volumes, public notification, and reporting
19 requirements. For any repeat SSO or SSO greater than 1,000 gallons from a Gravity Main, the
20 SSO Response Plan shall require GWA to conduct a CCTV inspection downstream of the SSO
21 location for purposes of determining the cause of the SSO.
22

23 37. SSO and Bypass Reporting Requirements. Within thirty (30) Days after the end
24 of each calendar-year quarter (i.e., by January 30, April 30, July 30, and October 30) after the
25 Effective Date, until termination of the Consent Decree, GWA shall submit to EPA and Guam
26 EPA a summary of all SSOs and Bypasses that occurred during the quarter.
27

28 a. For each SSO, the reports shall provide: (a) a map showing the locations

1 of all SSOs occurring in the previous quarter in relation to the locations of drinking water wells
2 and Pump Stations; (b) the start and end date and time of each SSO; (c) the location of each SSO
3 including address, village, and manhole numbers; (d) the structure(s) from which each SSO
4 emerged (e.g., manhole, broken pipe, wet well, indoor plumbing, Lateral cleanout, etc.); (e) the
5 pipe size, length, and material; (f) the estimated volume of each SSO including gross volume,
6 amount recovered, and amount not recovered; (g) the cause of each SSO; (h) whether each SSO
7 entered a particular water of the United States, and if so, the name of the water body and whether
8 it entered via storm drains or other man-made conveyances; (i) the results and analysis of any
9 post-SSO CCTV results; and (j) the actions GWA took to control the SSO and prevent future
10 SSOs at the same location.
11

12
13 b. For each Bypass, the reports shall provide: (a) the name of the treatment
14 facility and the part(s) of the facility bypassed; (b) the start and end date and time of the Bypass;
15 (c) a detailed explanation of the cause(s), and all available photographs, videos, and maps that
16 would aid in explaining its cause(s); (d) if a Bypass was in response to a storm event, local rain
17 gauge data for that event; (e) the following flows: Bypass; facility influent; and facility effluent;
18 and a description of how they were determined, including any calculations; (f) the results of any
19 samples taken of the Bypass or receiving water, or an explanation of why sampling was not
20 conducted; (g) the dates that GWA provided verbal and written notifications of the Bypass to
21 EPA and Guam EPA; and (h) the actions GWA took to control the Bypass and prevent future
22 Bypasses.
23

24
25 38. Asset Management. Within six (6) months of the Effective Date, as an interim
26 milestone, GWA shall develop and implement an Asset Management Program, including a
27 complete and regularly updated asset registry; routine condition assessments; preventive
28

1 maintenance schedules for all assets; and a system for maintenance tracking. GWA's Asset
2 Management Program shall meet the standards of the "International Standard ISO 55001 - Asset
3 management – Management systems – Requirements" (2014 edition or any subsequent revision).
4 GWA shall integrate the data from the Asset Management Program into GWA's long- and short-
5 term planning processes, including GWA's official capital improvement plan.

6
7 **D. PRETREATMENT PROGRAM**

8 39. **Industrial Pretreatment Program.** As a compliance milestone, GWA shall
9 implement and enforce an Industrial Pretreatment Program that complies with 40 C.F.R. Part
10 403, and is approved by the Guam Legislature and by EPA.

11 a. Within nine (9) months of the Effective Date, as an interim milestone,
12 GWA shall submit to EPA, for review and comment, a proposed Industrial Pretreatment
13 Program. As part of the Industrial Pretreatment Program, GWA shall:

14
15 i. Submit a revised sewer use ordinance that provides GWA with the
16 authority to enforce the requirements of Sections 307(b) and (c) and 402(b)(8) of the Act, 33
17 U.S.C. §§ 1317(b) and (c), 1342(b)(8), and any regulations implementing those Sections;

18
19 ii. Identify and locate all possible Industrial Users, that might be
20 subject to the Pretreatment Program consistent with 40 C.F.R. § 403.8(f)(6);

21
22 iii. Conduct a technically-based local limit evaluation as required by
23 40 C.F.R. § 403.8(f)(4) and, if required, develop technically-based local limits as required in 40
24 C.F.R. § 403.5. This local limit evaluation shall include the analyses necessary to determine the
25 maximum headworks loadings for the Northern District and Hagåtña WWTPs and the maximum
26 pollutant levels protection of the Wastewater Collection System, as well as the method of
27 allocating allowable loadings to the Industrial Users (as defined in 40 C.F.R. § 403.3(j)), a
28 schedule of public hearings and outreach, and the ordinance adoption procedure;

1 iv. Implement control mechanisms (such as permits) to ensure that
2 Industrial Users comply with applicable Pretreatment Standards and requirements consistent with
3 40 C.F.R. § 403.8(f);

4 v. Develop and implement an enforcement response plan that
5 contains detailed procedures indicating how GWA will investigate and respond to instances of
6 Industrial User noncompliance in accordance with 40 C.F.R. § 403.8(f)(5);

7 vi. Develop a sampling program to sample and analyze the effluent of
8 its Industrial Users in accordance with 40 C.F.R. § 403.8(f)(2)(v);

9 vii. Conduct inspections and surveillance activities of Significant
10 Industrial Users, as defined in 40 C.F.R. § 403.3(v), at least once annually in order to identify,
11 independent of information supplied by the Industrial User, noncompliance with applicable
12 Pretreatment Standards in accordance with 40 C.F.R. § 403.8(f)(2)(v); and

13 viii. Demonstrate that GWA has sufficient resources and qualified
14 personnel to carry out the Industrial Pretreatment Program in accordance with 40 C.F.R. §
15 403.8(f)(3).

16 b. Within six (6) months of receipt of EPA's comments on the proposed
17 Industrial Pretreatment Program, GWA shall develop and submit to the Guam Legislature for
18 approval pursuant to Guam's Administrative Adjudication Act an Industrial Pretreatment
19 Program that complies with 40 C.F.R. Part 403 and addresses EPA's comments.

20 c. Within thirty (30) Days of the Guam Legislature's approval of the Part
21 403-compliant Industrial Pretreatment Program, GWA shall submit that program to EPA for
22 final review and approval.

23 40. Fats, Oils, and Grease Control Program. Within six (6) months of EPA's
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1 approval of the FOG control program manual, GWA shall develop and submit to the Guam
2 Legislature for approval pursuant to Guam's Administrative Adjudication Act a comprehensive
3 FOG control program to minimize the potential of SSOs caused by FOG that complies with 40
4 C.F.R. Part 403. GWA shall, as a compliance milestone, implement and enforce the Part 403-
5 compliant FOG control program approved by the Guam Legislature. Within 90 Days of the
6 Effective Date, as an interim milestone, GWA shall submit to EPA, for review and approval, a
7 FOG control program manual. The FOG control program shall meet the following requirements:
8

9 a. A Food Service Establishment shall not discharge its wastewater into the
10 Wastewater Collection System without a GWA permit issued in accordance with Guam
11 Administrative Rules and Regulations ("GAR") Title 28 and the FOG control program manual;
12

13 b. At a minimum, GWA shall conduct an annual inspection of each GRD at
14 each FSE to verify that a properly-sized GRD has been installed, is operating, and has been
15 maintained in compliance with GAR Title 28 and the FOG control program manual. GWA's
16 annual inspections shall include physical inspection, including coring, of the GRD and review of
17 both GRD maintenance and grease hauling logs;
18

19 c. For any FSE or other GRD permittee that has failed to properly install,
20 operate, and maintain a GRD, the FOG control program shall include an enforcement response
21 plan; and
22

23 d. For any FSE not served by a GRD, GWA shall require the FSE to obtain a
24 permit and install, operate, and maintain a properly-sized GRD that meets the requirements of
25 GAR Title 28 and the FOG control program manual.

26 E. APPROVAL OF DELIVERABLES/PERMITS

27 41. Approval of Deliverables. After review of any plan, report, or other item that is
28 required to be submitted for EPA's review and approval pursuant to this Consent Decree, EPA

1 shall in writing: (a) approve the submission; (b) approve the submission upon specified
2 conditions; (c) approve part of the submission and disapprove the remainder; or (d) disapprove
3 the submission. EPA will use its best efforts to expeditiously review and take action on
4 deliverables that GWA submits.

5 42. If the submission is approved pursuant to Paragraph 41, GWA shall take all
6 actions required by the plan, report, or other document, in accordance with the schedules and
7 requirements of the plan, report, or other document, as approved. If the submission is
8 conditionally approved or approved in part pursuant to Paragraph 41(b) or (c), GWA shall, upon
9 written direction from EPA, take all actions required by the approved plan, report, or other item
10 that EPA determines are technically severable from any disapproved portions, subject to GWA's
11 right to dispute only the specified conditions or the disapproved portions, under Section IX
12 (Dispute Resolution).
13

14 43. If the submission is disapproved in whole or in part pursuant to Paragraph 41(c)
15 or (d), the GWA shall, within thirty (30) Days or such other time as the Parties agree to in
16 writing, correct all deficiencies and resubmit the plan, report, or other item, or disapproved
17 portion thereof, for approval, in accordance with the preceding Paragraphs. If the resubmission
18 is approved in whole or in part, GWA shall proceed in accordance with the preceding Paragraph.
19

20 44. Any stipulated penalties applicable to the original submission, as provided in
21 Section VII (Stipulated Penalties), shall accrue during the 30-Day period or other specified
22 period, but shall not be payable unless the resubmission is untimely or is disapproved in whole or
23 in part; provided that, if the original submission was so deficient as to constitute a material
24 breach of GWA's obligations under this Decree, the stipulated penalties applicable to the original
25 submission shall be due and payable notwithstanding any subsequent resubmission.
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1 45. If a resubmitted plan, report, or other item, or portion thereof, is disapproved in
2 whole or in part, EPA may again require the submitting Defendant to correct any deficiencies, in
3 accordance with the preceding Paragraphs, or may itself correct any deficiencies, subject to
4 Defendant's right to invoke Dispute Resolution and the right of EPA to seek stipulated penalties
5 as provided in the preceding Paragraphs.

6 46. In the event of unforeseen contingencies, GWA may make a written request to
7 EPA to change any schedule or deadline in any approved or conditionally approved submission.
8 Any such request must be submitted at least sixty (60) Days prior to the applicable deadline and
9 must include a proposed schedule or deadline, the basis for the request, and how GWA intends to
10 meet the proposed schedule or deadline, including supporting documentation. EPA will approve,
11 approve with conditions, or disapprove the request. If EPA approves or conditionally approves
12 the request, the new schedule or deadline will be applicable as of the date of EPA's approval or
13 conditional approval. Any dispute regarding EPA's decision on a request made under this
14 Paragraph shall be subject to Dispute Resolution pursuant to Section IX (Dispute Resolution).
15 Changes to milestones, schedules, or deadlines set forth in this Consent Decree may only be
16 made through a modification pursuant to Section XVI (Modification).

17 47. Permits. Where any obligation under this Section requires GWA to obtain a
18 federal, State, or local permit or approval, GWA shall submit timely and complete applications
19 and take all other actions necessary to obtain all such permits or approvals. GWA may seek
20 relief under the provisions of Section VIII (Force Majeure) for any delay in the performance of
21 any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or
22 approval required to fulfill such obligation, if GWA has submitted timely and complete
23 applications and has taken all other actions necessary to obtain all such permits or approvals.
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VI. REPORTING REQUIREMENTS

1
2 48. Semi-annual Report. By January 31st and July 31st of each year after the Effective
3 Date of this Consent Decree, until termination of this Decree pursuant to Section XVII, GWA
4 shall submit to EPA by email a complete and accurate semi-annual report for the preceding six
5 months that shall address: the status of any construction activities; the status of all injunctive
6 relief compliance requirements set forth in Section V, including Paragraph references and
7 completion dates; completion of milestones; problems encountered or anticipated, together with
8 implemented or proposed solutions; a list of all required permits and the status of those permit
9 applications; operation and maintenance updates; and reports to Guam EPA. More specifically,
10 each of the semi-annual reports shall include:
11

12 a. A discussion of the completion of milestones in the Pump Station work
13 plans in the form of a list that identifies by Pump Station name and project, satisfaction of the
14 acceptance criteria in Paragraph 31, and the completion date for all Pump Station improvements
15 scheduled in the applicable Pump Station Preliminary Work Plans.
16

17 b. A statement of the number of miles of Gravity Mains that GWA has
18 Rehabilitated and Replaced in the previous six months, in accordance with Paragraph 12.b. For
19 each Gravity Main Rehabilitated or Replaced, GWA shall provide the following information:
20 (1) the pipe identification number; (2) whether the pipe was Rehabilitated or Replaced; (3) the
21 length of the Gravity Main claimed as credit towards the mileage requirements and the length of
22 Rehabilitation or Replacement performed; (4) the pipe material; (5) the diameter of the pipe;
23 (6) the original installation date of the Gravity Main at issue; (7) the most recent condition
24 assessment of the Gravity Main prior to its Rehabilitation or Replacement; (8) a map depicting
25 the location of each Gravity Main Rehabilitated or Replaced; (9) the average annual rate of
26 Gravity Main Rehabilitation based on a two (2) year rolling average, the number of feet of
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28

1 Gravity Mains Rehabilitated, and the cumulative total feet of Gravity Main Rehabilitated since
2 the Effective Date; (10) the number of manholes associated with Rehabilitated Gravity Mains
3 and the number of manholes Rehabilitated; (11) the number of Laterals reconnected in
4 association with Gravity Main Rehabilitation and Replacement; (12) if GWA did not achieve its
5 Rehabilitation requirement in Paragraph 12.b, an explanation of why it did not achieve the
6 Rehabilitation requirement and a description of what changes to the work will be made in order
7 to correct the deficiency and achieve the Rehabilitation requirement in GWA's subsequent fiscal
8 years; (13) the Rehabilitation budget and dollars spent on Gravity Main Rehabilitation; (14) the
9 Gravity Main Rehabilitation projects targeted to be completed in GWA's next fiscal year; and
10 (15) an explanation of any revisions that were made to GWA's financial planning associated
11 with future Gravity Main Rehabilitation and Replacement projects.
12

13
14 c. A list of all deliverables submitted to EPA and a description of the work
15 performed pursuant to all deliverables submitted to the United States and approved or
16 commented on by EPA, as well as a list of deliverables submitted to the United States but not yet
17 approved or commented on by EPA.
18

19 d. The feet of Gravity Mains cleaned and percent of feet of Gravity Mains in
20 the Wastewater Collection System cleaned as part of the routine and hot spot cleaning programs
21 set forth in Paragraphs 34 and 35, reporting both unique footage and total footage (i.e., including
22 repeat cleanings) and the feet of Gravity Mains in the hot spot cleaning program and the range of
23 cleaning frequencies.
24

25 e. A description of the activities to Repair, Rehabilitate, or Replace Acute
26 Defects pursuant to Paragraph 12.a, including the number of Acute Defects found; the number of
27 Acute Defects Repaired, Rehabilitated, and Replaced; and for Acute Defects that were not
28

1 Repaired, Rehabilitated, or Replaced within 18 or 24 months from identification, as applicable,
2 an explanation of why they were not Repaired, Rehabilitated, or Replaced and description of the
3 actions or a schedule to Repair, Rehabilitate, or Replace the Acute Defect(s) as soon as possible.

4 f. A summary of the systematic review, pursuant to Paragraph 23.c, of Force
5 Main operating data, which at a minimum includes pump run times, discharge pump rates and
6 pump speed, pump suction and discharge pressures, flow rates, and performance indicators
7 (including excessive noise, vibrations, and leakage), all of which may have revealed Force Main
8 performance issues.
9

10 g. A description of any non-compliance with the requirements of this
11 Consent Decree that occurred during the reporting period and an explanation of the violation's
12 likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such
13 violation. If GWA violates, or has reason to believe that it may violate, any requirement of this
14 Consent Decree, GWA shall notify the United States of such violation and its likely duration, in
15 writing, within ten (10) business days of the Day GWA first becomes aware of the violation,
16 with an explanation of the violation's likely cause and of the remedial steps taken, or to be taken,
17 to prevent or minimize such violation. If any event occurs, or may occur, that might delay the
18 performance of any obligation under this Consent Decree, GWA shall provide notice orally or by
19 electronic transmission to EPA and the United States, within 72 hours or two (2) business days
20 of when GWA first knew that such event might cause a delay, whichever period of time is
21 longer. Within seven (7) Days thereafter, GWA shall provide in writing to EPA an explanation
22 and description of the reasons for the delay; the anticipated duration of the delay; all actions
23 taken or to be taken to prevent, minimize or mitigate the delay or the effect thereof, and a
24 schedule for implementation of any such measures; and a statement as to whether, in the opinion
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1 of GWA, such event may cause or contribute to an endangerment to public health, welfare or the
2 environment.

3 h. Whenever any violation of this Consent Decree or any of the applicable
4 NPDES Permits or any other event affecting GWA's performance under this Consent Decree, or
5 the performance of its POTW, may pose an immediate threat to the public health or welfare or
6 the environment, GWA shall notify EPA orally and by e-mail as soon as possible, but no later
7 than 24 hours after GWA first knew of the violation or event. If the cause of a violation or event
8 cannot be fully explained at the time the report is due, GWA shall so state in the report. GWA
9 shall investigate the cause of the violation or event and shall then submit an amendment to the
10 report, including a full explanation of the cause of the violation or event, within thirty (30) Days
11 of the Day GWA becomes aware of the cause of the violation or event. Nothing in this
12 Paragraph relieves GWA of its obligation to provide the notice required by Section VIII (Force
13 Majeure).
14
15

16 49. Annual Meeting. At a mutually agreeable date in March of each year after the
17 Effective Date, the Parties shall meet, either in person or via teleconference, to review GWA's
18 compliance with the requirements of the Consent Decree and to discuss the status of the work
19 being performed by GWA pursuant to the Decree and interim milestones and compliance
20 milestones set forth in the Decree. Two weeks before the scheduled annual meeting, GWA shall
21 provide EPA a proposed agenda addressing issues to be discussed.
22

23 50. Each report submitted by GWA under this Section shall be signed by an official
24 of GWA and include the following certification:
25

26 I certify under penalty of law that this document and all
27 attachments were prepared under my direction or supervision in
28 accordance with a system designed to assure that qualified
personnel properly gather and evaluate the information submitted.

1 Based on my inquiry of the person or persons who manage the
2 system, or those persons directly responsible for gathering the
3 information, the information submitted is, to the best of my
4 knowledge and belief, true, accurate, and complete. I have no
5 personal knowledge that the information submitted is other than
6 true, accurate, and complete. I am aware that there are significant
7 penalties for submitting false information, including the possibility
8 of fine and imprisonment for knowing violations.

9 This certification requirement does not apply to emergency or similar notifications where
10 compliance would be impractical.

11 51. The reporting requirements of this Consent Decree do not relieve GWA of any
12 reporting obligations required by the Act or implementing regulations, or by any other federal,
13 State, or local law, regulation, permit, or other requirement.

14 52. Any information provided pursuant to this Consent Decree may be used by the
15 United States in any proceeding to enforce the provisions of this Consent Decree and as
16 otherwise permitted by law.

17 **VII. STIPULATED PENALTIES**

18 53. GWA shall be liable for stipulated penalties to the United States for violations of
19 this Consent Decree as specified below, unless excused under Section VIII (Force Majeure). A
20 violation includes failing to perform any obligation required by the terms of this Decree,
21 including any work plan or schedule approved under this Decree, according to all applicable
22 requirements of this Decree and within the specified time schedules established by or approved
23 under this Decree.

24 54. Interim Effluent Limits. The following stipulated penalties shall accrue per
25 violation for each violation of an interim effluent limit or monitoring requirement established
26 pursuant to Paragraph 33 (a violation of a weekly or monthly average limit, or a monitoring
27 requirement, shall be considered a single violation):
28

Penalty Per Violation

Period of Noncompliance

\$500.....	Daily Maximum Limit or Monitoring Requirement
\$1,000.....	Weekly Average Limit
\$1,500.....	Monthly Average Limit

55. Gravity Main Rehabilitation or Replacement. GWA's failure to meet a target to Rehabilitate or Replace Gravity Mains pursuant to Paragraph 12.b shall result in a stipulated penalty as follows:

Feet Not Completed

Penalty Per Foot

Up to and including 5000 feet	\$6
Over 5000 feet	\$12

56. For failure to clean the required minimum miles of Gravity Mains in any year as set forth in Paragraph 35, GWA shall be liable for a stipulated penalty of \$3,500 per mile below the annual performance requirement.

57. SSOs.

a. For each SSO that reaches waters of the United States, GWA shall pay a stipulated penalty in the amount of \$750 for SSOs under 1,000 gallons, \$1,000 for SSOs between 1,000 and 10,000 gallons, \$4,000 for SSOs between 10,000 and 100,000 gallons, and \$10,000 for SSOs over 100,000 gallons. For each SSO that does not reach waters of the United States, GWA shall pay a stipulated penalty in the amount of \$200 for SSOs under 1,000 gallons, \$750 for SSOs between 1,000 and 10,000 gallons, \$3,000 for SSOs between 10,000 and 100,000 gallons, and \$8,000 for SSOs over 100,000 gallons. Notwithstanding the foregoing, GWA shall not be liable for stipulated penalties under this Paragraph if GWA demonstrates that an SSO was caused by vandalism or a contractor not working for GWA; and GWA demonstrates that it has used all reasonable measures to prevent said SSO and properly respond, including limiting public contact.

1 b. For failure to respond to an SSO in accordance with the SSO Response
2 Plan after approval by EPA pursuant to Paragraph 37, GWA shall pay a stipulated penalty of
3 \$1,000 per SSO.

4 58. Compliance Milestones.

5 a. The following stipulated penalties shall accrue per violation per Day for
6 each violation of the compliance milestones identified in subparagraph b of this Paragraph.
7

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$750.....	1 st through 30 th Day
\$1,000.....	31 st through 60 th Day
\$1,500.....	61 st Day and beyond

11 b. List of Compliance Milestones.

12 (1) Failure to Repair, Rehabilitate, or Replace Acute Defects pursuant to Paragraph 12.a.

13 (2) Failure to submit a Long-Term Gravity Main Plan pursuant to Paragraph 13.a.

14 (2) Failure to complete Capacity Assurance Projects pursuant to Paragraph 15.

15 (3) Failure to complete implementation of the Force Main Action Plan pursuant to
16 Paragraph 21.
17

18 (4) Failure to complete any Pump Station Priority Project pursuant to Paragraph 25, or
19 failure to complete any Pump Station improvement work pursuant to Paragraph 30.
20

21 (5) Failure to submit a feasibility study for secondary treatment upgrades to the Hagåtña
22 WWTP pursuant to Paragraph 32.
23

24 (6) Failure to implement an approved Industrial Pretreatment Program pursuant to
25 Paragraph 39.

26 (7) Failure to implement an approved FOG control program pursuant to Paragraph 40.

27 59. Interim Milestones.
28

1 a. The following stipulated penalties shall accrue per violation per Day for
2 each violation of the requirements identified in subparagraph b of this Paragraph.

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$500.....	1 st through 30 th Day
\$750.....	31 st through 60 th Day
\$1,000.....	61 st Day and beyond

7 b. List of Interim Milestones.

8 (1) Failure to complete CCTV inspections, failure to assess CCTV inspections, or failure
9 to submit a Gravity Main Condition Assessment Report pursuant to Paragraph 11.

10 (2) Failure to submit a Gravity Main Work Plan pursuant to Paragraph 2.c.

11 (3) Failure to submit a Capacity Evaluation Report pursuant to Paragraph 15.

12 (4) Failure to submit a Capacity Assurance Report pursuant to Paragraph 16.

13 (5) Failure to submit a Force Main inventory pursuant to Paragraph 17.

14 (6) Failure to complete a Force Main condition assessment pursuant to Paragraph 18.

15 (7) Failure to submit:

- 16 • a Force Main Assessment Report pursuant to Paragraph 19;
- 17 • a Force Main Action Plan pursuant to Paragraph 20;
- 18 • a Force Main Spill Contingency Plan pursuant to Paragraph 22;
- 19 • a Force Main O&M Program pursuant to Paragraph 23.

20 (8) Failure to submit Pump Station Preliminary Work Plans pursuant to Paragraph 27.

21 (9) Failure to submit Pump Station condition assessments pursuant to Paragraph 29.

22 (10) Failure to clean 60 “unique miles” of Gravity Mains annually pursuant to Paragraph
23 34.

24 (11) Failure to implement the Hot Spot Cleaning Program pursuant to Paragraph 35.
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1 (12) Failure to develop and implement the Asset Management Program pursuant to
2 Paragraph 38.

3 (13) Failure to submit a proposed Industrial Pretreatment Program pursuant to Paragraph
4 39.

5 (14) Failure to submit a FOG control program manual pursuant to Paragraph 4040.

6
7 60. Reporting and Implementation Requirements. The following stipulated penalties
8 shall accrue per violation per Day for each violation of the reporting requirements of Paragraph
9 37 (SSO and Bypass reporting) or Section VI (Reporting Requirements), and for each failure to
10 implement any deliverable approved or conditionally approved pursuant to Section V.E
11 (Approval of Deliverables/Permits) that is not specifically listed in Paragraph 58.b (Compliance
12 Milestones) or 59.b (Interim Milestones):
13

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$500.....	1st through 30th Day
\$1,000.....	31st through 60th Day
\$1,250.....	61st Day and beyond

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18 61. Stipulated penalties under this Section shall begin to accrue on the Day after
19 performance is due or on the Day a violation occurs, whichever is applicable, and shall continue
20 to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated
21 penalties shall accrue simultaneously for separate violations of this Consent Decree.

22 62. GWA shall pay any stipulated penalty within thirty (30) Days of receiving the
23 United States' written demand.

24 63. The United States may, in the unreviewable exercise of its discretion, reduce or
25 waive stipulated penalties otherwise due it under this Consent Decree.

26
27 64. Stipulated penalties shall continue to accrue as provided in Paragraph 61, during
28

1 any Dispute Resolution, but need not be paid until the following:

2 a. If the dispute is resolved by agreement of the Parties or by a decision of
3 EPA that is not appealed to the Court, GWA shall pay accrued penalties determined to be owing,
4 together with interest, to the United States within thirty (30) Days of the Effective Date of the
5 agreement or the receipt of EPA's decision or order.

6 b. If the dispute is appealed to the Court and the United States prevails in
7 whole or in part, GWA shall pay all accrued penalties determined by the Court to be owing,
8 together with interest, within sixty (60) Days of receiving the Court's decision or order, except as
9 provided in subparagraph c of this Paragraph.
10

11 c. If any Party appeals the District Court's decision, GWA shall pay all
12 accrued penalties determined to be owing, together with interest, within fifteen (15) Days of
13 receiving the final appellate court decision.
14

15 65. GWA shall pay stipulated penalties owing to the United States by FedWire
16 Electronic Funds Transfer ("EFT") to the DOJ account, in accordance with instructions provided
17 to GWA by the Financial Litigation Unit ("FLU") of the United States Attorney's Office for the
18 District of Guam after the Effective Date. The payment instructions provided by the FLU will
19 include a Consolidated Debt Collection System ("CDCS") number, which GWA shall use to
20 identify all payments required to be made in accordance with this Consent Decree. The FLU
21 will provide the payment instructions to:
22

23 Taling M Taitano
24 Chief Financial Officer
25 Guam Waterworks Authority
26 Ste 200, Gloria B. Nelson Public Service Building
27 688 Route 15
28 Mangilao, Guam 96913
(671) 300-6860
tmtaitano@guamwaterworks.org

1 on behalf of GWA. GWA may change the individual to receive payment instructions on its
2 behalf by providing written notice of such change to DOJ and EPA in accordance with Section
3 XIII (Notices).

4 66. At the time of payment, GWA shall send notice that payment has been made: (i)
5 to EPA via email at cinwd_acctsreceivable@epa.gov or via regular mail at EPA Cincinnati
6 Finance Office, 26 W. Martin Luther King Drive, Cincinnati, Ohio 45268; and (ii) to DOJ via
7 email or regular mail in accordance with Section XIII; and (iii) to EPA in accordance with
8 Section XIII. Such notice shall state that the payment is for stipulated penalties owed pursuant to
9 the Consent Decree in *United States v. Guam Waterworks Authority and Government of Guam*,
10 shall state the violation(s) for which the penalties are being paid, and shall reference the civil
11 action number, CDCS Number and DOJ case number DJ 90-5-1-1-11696.

12
13
14 67. If GWA fails to pay stipulated penalties according to the terms of this Consent
15 Decree, GWA shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961,
16 accruing as of the date payment became due. Nothing in this Paragraph shall be construed to
17 limit the United States from seeking any remedy otherwise provided by law for GWA's failure to
18 pay any stipulated penalties.

19
20 68. The payment of penalties and interest, if any, shall not alter in any way
21 Defendant's obligation to complete the performance of the requirements of this Consent Decree.

22
23 69. Non-Exclusivity of Remedy. Stipulated penalties are not the United States'
24 exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section XI
25 (Effect of Settlement/Reservation of Rights), the United States expressly reserves the right to
26 seek any other relief it deems appropriate for GWA's violation of this Decree or applicable law,
27 including but not limited to an action against Defendant(s) for statutory penalties, additional
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1 injunctive relief, mitigation or offset measures, and/or contempt. However, the amount of any
2 statutory penalty assessed for a violation of this Consent Decree shall be reduced by an amount
3 equal to the amount of any stipulated penalty assessed and paid pursuant to this Consent Decree.

4 **VIII. FORCE MAJEURE**

5 70. "Force majeure," for purposes of this Consent Decree, is defined as any event
6 arising from causes beyond the control of GWA, of any entity controlled by GWA, or of GWA's
7 contractors, that delays or prevents the performance of any obligation under this Consent Decree
8 despite best efforts of GWA to fulfill the obligation. The requirement that GWA exercise "best
9 efforts to fulfill the obligation" includes using best efforts to anticipate any reasonably
10 foreseeable potential force majeure event and best efforts to address the effects of any potential
11 force majeure event (a) as it is occurring and (b) following the potential force majeure, such that
12 the delay and any adverse effects of the delay are minimized to the maximum extent practicable.
13 "Force Majeure" does not include financial inability to perform any obligation under this
14 Consent Decree.
15
16

17 71. If any event occurs or has occurred that falls within Section VIII (Force Majeure)
18 of this Consent Decree that may delay the performance of any obligation under this Consent
19 Decree, GWA shall provide notice orally or by electronic transmission to EPA and the United
20 States, within 72 hours or two (2) business days of when GWA first knew that the alleged force
21 majeure event might cause a delay, whichever period of time is longer. Within seven (7) Days
22 thereafter, GWA shall provide in writing to EPA an explanation and description of the reasons
23 for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or
24 minimize the delay; a schedule for implementation of any measures to be taken to prevent or
25 mitigate the delay or the effect of the delay; GWA's rationale for attributing such delay to a force
26 majeure event; and a statement as to whether, in the opinion of GWA, such event may cause or
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1 contribute to an endangerment to public health, welfare or the environment. EPA may, in its
2 unreviewable discretion, extend the time for the written explanation. GWA shall include with
3 any notice all available documentation supporting the claim that the delay was attributable to a
4 force majeure. Failure to comply with the above requirements shall preclude GWA from
5 asserting any claim of force majeure for that event for the period of time of such failure to
6 comply, and for any additional delay caused by such failure. GWA shall be deemed to know of
7 any circumstance of which GWA, any entity controlled by GWA, or GWA's contractors knew or
8 should have known.
9

10 72. If EPA agrees that the delay or anticipated delay is attributable to a force majeure
11 event, the time for performance of the obligations under this Consent Decree that are affected by
12 the force majeure event will be extended by EPA for such time as is necessary to complete those
13 obligations. An extension of the time for performance of the obligations affected by the force
14 majeure event shall not, of itself, extend the time for performance of any other obligation. EPA
15 will notify GWA in writing of the length of the extension, if any, for performance of the
16 obligations affected by the force majeure event.
17
18

19 73. If EPA does not agree that the delay or anticipated delay has been or will be
20 caused by a force majeure event, EPA will notify GWA in writing of its decision.
21

22 74. If GWA elects to invoke the dispute resolution procedures set forth in Section IX
23 (Dispute Resolution), it shall do so no later than fifteen (15) Days after receipt of EPA's notice.
24 In any such proceeding, GWA shall have the burden of demonstrating by a preponderance of the
25 evidence that the delay or anticipated delay has been or will be caused by a force majeure event,
26 that the duration of the delay or the extension sought was or will be warranted under the
27 circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and
28

1 that GWA complied with the requirements of Paragraphs 71 and 72. If GWA carries this burden,
2 the delay at issue shall be deemed not to be a violation by GWA of the affected obligation of this
3 Consent Decree identified to EPA and the Court.

4 **IX. DISPUTE RESOLUTION**

5 75. Unless otherwise expressly provided for in this Consent Decree, the dispute
6 resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising
7 under or with respect to this Consent Decree. Defendants' failure to seek resolution of a dispute
8 under this Section shall preclude Defendants from raising any such issue as a defense to an
9 action by the United States to enforce any obligation of Defendants arising under this Decree.
10

11 76. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under
12 this Consent Decree shall first be the subject of informal negotiations. The dispute shall be
13 considered to have arisen when either Defendant sends the United States a written Notice of
14 Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal
15 negotiations shall not exceed twenty (20) Days from the date the dispute arises, unless that
16 period is modified by written agreement by the relevant Parties. If the relevant Parties cannot
17 resolve a dispute by informal negotiations, then the position advanced by the United States shall
18 be delivered in writing and considered binding unless, within thirty (30) Days after the
19 conclusion of the informal negotiation period, the notifying Defendant invokes formal dispute
20 resolution procedures as set forth below.
21
22

23 77. Formal Dispute Resolution. The notifying Defendant shall invoke formal dispute
24 resolution procedures, within the time period provided in the preceding Paragraph, by serving on
25 the United States a written Statement of Position regarding the matter in dispute. The notifying
26 Defendant's Statement of Position shall not raise any issue not raised in its Notice of Dispute
27 described in Paragraph 76. The Statement of Position shall include, but need not be limited to,
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1 any factual data, analysis, or opinion supporting the Defendant's position and any supporting
2 documentation relied upon by the Defendant.

3 78. The United States shall serve its Statement of Position within forty-five (45) Days
4 of receipt of the notifying Defendant's Statement of Position. The United States' Statement of
5 Position shall include, but need not be limited to, any factual data, analysis, or opinion
6 supporting that position and any supporting documentation relied upon by the United States.
7 The United States' Statement of Position shall be binding on the Defendant, unless the
8 Defendant files a motion for judicial review of the dispute in accordance with the following
9 Paragraph.
10

11 79. The notifying Defendant may seek judicial review of the dispute by filing with the
12 Court and serving on the United States, in accordance with Section XIII (Notices), a motion
13 requesting judicial resolution of the dispute. The motion must be filed within thirty (30) Days of
14 receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The
15 motion shall contain a written statement of the notifying Defendant's position on the matter in
16 dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set
17 forth the relief requested and any schedule within which the dispute must be resolved for orderly
18 implementation of the Consent Decree. The motion may not raise any issue not raised in GWA's
19 Statement of Position pursuant to Paragraph 77, unless the United States raises a new issue of
20 law or fact in its Statement of Position.
21
22

23 80. The United States shall respond to the notifying Defendant's motion within the
24 time period allowed by the Local Rules of this Court. The notifying Defendant may file a reply
25 memorandum, to the extent permitted by the Local Rules.
26

27 81. Standard of Review.
28

1 a. Disputes Regarding Schedules and Deadlines in Deliverables. In any
2 dispute for which the notifying Defendant seeks judicial review concerning the adequacy or
3 appropriateness of a schedule or deadline in a deliverable submitted for EPA's review and
4 approval, or for a schedule or deadline to which GWA seeks a change pursuant to Paragraph 476,
5 the notifying Defendant shall bear the burden of demonstrating by a preponderance of the
6 evidence that the notifying Defendant's position on the issues in dispute should prevail over the
7 United States' position because it is more consistent with the objectives of this Consent Decree.

9 b. Other Disputes. Judicial review of all other disputes shall be governed by
10 applicable principles of law.

11 82. The invocation of dispute resolution procedures under this Section shall not, by
12 itself, extend, postpone, or affect in any way any obligation of the Defendant(s) under this
13 Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties
14 with respect to the disputed matter shall continue to accrue from the first Day of noncompliance,
15 but payment shall be stayed pending resolution of the dispute as provided in Paragraph 65. If the
16 notifying Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed
17 and paid as provided in Section VII (Stipulated Penalties).

20 **X. INFORMATION COLLECTION AND RETENTION**

21 83. The United States and its representatives, including attorneys, contractors, and
22 consultants, shall have the right of entry into any facility covered by this Consent Decree, at all
23 reasonable times, upon presentation of credentials, to:

- 24 a. monitor the progress of activities required under this Consent Decree;
25 b. verify any data or information submitted to the United States in
26 accordance with the terms of this Consent Decree;
27 c. obtain samples and, upon request, splits of any samples taken by a GWA
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1 or its representatives, contractors, or consultants;

2 d. obtain documentary evidence, including photographs and similar data; and

3 e. assess GWA's compliance with this Consent Decree.

4 84. Upon request, GWA shall provide EPA or its authorized representatives splits of
5 any samples taken by GWA. Upon request, EPA shall provide GWA splits of any samples taken
6 by EPA.

7
8 85. Until two years after the termination of this Consent Decree, GWA shall retain,
9 and shall instruct its contractors and agents to preserve, all non-identical copies of all documents,
10 records, or other information (including documents, records, or other information in electronic
11 form) in its or its contractors' or agents' possession or control, or that come into its or its
12 contractors' or agents' possession or control, and that document GWA's performance of its
13 obligations under this Consent Decree. This information-retention requirement shall apply
14 regardless of any contrary corporate or institutional policies or procedures. At any time during
15 this information-retention period, upon request by the United States, GWA shall provide copies
16 of any documents, records, or other information required to be maintained under this Paragraph.
17

18
19 86. At the conclusion of the information-retention period provided in the preceding
20 Paragraph, GWA shall notify the United States at least ninety (90) Days prior to the destruction
21 of any documents, records, or other information subject to the requirements of the preceding
22 Paragraph and, upon request by the United States, GWA shall deliver any such documents,
23 records, or other information to EPA. GWA may assert that certain documents, records, or other
24 information is privileged under the attorney-client privilege or any other privilege recognized by
25 federal law. If GWA asserts such a privilege, it shall provide the following: (a) the title of the
26 document, record, or information; (b) the date of the document, record, or information; (c) the
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28

1 name and title of each author of the document, record, or information; (d) the name and title of
2 each addressee and recipient; (e) a description of the subject of the document, record, or
3 information; and (f) the privilege asserted by GWA. However, GWA may make no claim of
4 privilege or protection regarding any data regarding GWA's POTW, including all sampling,
5 analytical, monitoring, scientific, chemical or engineering data. The United States reserves the
6 right to challenge any claim of privilege regarding documents, records, or other information
7 created or generated pursuant to the requirements of this Consent Decree.
8

9 87. GWA may also assert that information required to be provided under this Section
10 is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2. As to any
11 information that GWA seeks to protect as CBI, it shall follow the procedures set forth in 40
12 C.F.R. Part 2.
13

14 88. This Consent Decree in no way limits or affects any right of entry and inspection,
15 or any right to obtain information, held by the United States pursuant to applicable federal laws,
16 regulations, or permits, nor does it limit or affect any duty or obligation of either Defendant to
17 maintain documents, records, or other information imposed by applicable federal or State laws,
18 regulations, or permits.
19

20 **XI. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS**

21 89. This Consent Decree resolves only the civil claims of the United States for the
22 violations alleged in the Complaint filed in this action through the date of lodging of this Consent
23 Decree only with respect to the injunctive relief set forth in Section V (Compliance Measures).
24 The United States specifically reserves all rights to seek civil penalties for each of the violations
25 alleged in the Complaint and further injunctive relief for those alleged violations, including
26 implementation of the approved Force Main Action Plan, completion of Tier 2, 3, and 4 Pump
27 Station Projects, Gravity Main Replacement or Rehabilitation of at least 35 additional "unique
28

1 miles,” additional wet and dry flow monitoring for the Tumon Basin, and upgrading the Hagåtña
2 WWTP to secondary treatment.

3 90. The United States reserves all legal and equitable remedies available to enforce
4 the provisions of this Consent Decree. This Consent Decree shall not be construed to limit the
5 rights of the United States to obtain penalties or injunctive relief under the Act or implementing
6 regulations, or under other federal laws, regulations, or permit conditions, except as expressly
7 stated in Paragraph 89. The United States further reserves all legal and equitable remedies to
8 address any imminent and substantial endangerment to the public health or welfare or the
9 environment arising at, or posed by, GWA’s Facility, whether related to the violations addressed
10 in this Consent Decree or otherwise.
11

12
13 91. GWA reserves all legal and equitable defenses to enforcement of the provisions of
14 this Consent Decree, subject to the procedures set forth in Sections VIII (Force Majeure) and IX
15 (Dispute Resolution).

16 92. In any subsequent administrative or judicial proceeding initiated by the United
17 States for injunctive relief, civil penalties, other appropriate relief relating to the Facility or a
18 GWA’s violations, GWA shall not assert, and may not maintain, any defense or claim based
19 upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion,
20 claim-splitting, or other defenses based upon any contention that the claims raised by the United
21 States in the subsequent proceeding were or should have been brought in the instant case, except
22 with respect to claims that have been specifically resolved pursuant to Paragraph 89. Nothing in
23 this Consent Decree shall constitute an admission of any fact or of any liability, or a waiver of
24 any right, except as expressly stated herein.
25
26

27 93. This Consent Decree is not a permit, or a modification of any permit, under any
28

1 federal, State, or local laws or regulations. The Defendants are responsible for achieving and
2 maintaining complete compliance with all applicable federal, State, and local laws, regulations,
3 and permits; and the Defendants' compliance with this Consent Decree shall be no defense to
4 any action commenced by the United States pursuant to any such laws, regulations, or permits,
5 except as set forth herein. The United States does not, by its consent to the entry of this Consent
6 Decree, warrant or aver in any manner that Defendants' compliance with any aspect of this
7 Consent Decree will result in compliance with provisions of the Act, 33 U.S.C. §§ 1251-1388, or
8 with any other provisions of federal, State, or local laws, regulations, or permits.
9

10 94. Nothing in this Consent Decree limits the rights or defenses available under CWA
11 Section 309(e), 33 U.S.C. § 1319(e), in the event that the laws of the Territory, as currently or
12 hereafter enacted, may prevent GWA from raising the revenues needed to comply with this
13 Decree.
14

15 95. This Consent Decree does not limit or affect the rights of the Defendants or of the
16 United States against any third parties, not party to this Consent Decree, nor does it limit the
17 rights of third parties, not party to this Consent Decree, against the Defendants, except as
18 otherwise provided by law.
19

20 96. This Consent Decree shall not be construed to create rights in, or grant any cause
21 of action to, any third party not party to this Consent Decree.
22

23 XII. COSTS

24 97. The Parties shall bear their own costs of this action, including attorneys' fees,
25 except that the United States shall be entitled to collect the costs (including attorneys' fees)
26 incurred in any action necessary to collect any stipulated penalties due but not paid by GWA.
27

28 XIII. NOTICES

98. Unless otherwise specified in this Decree, whenever notifications, submissions, or

1 communications are required by this Consent Decree, they shall be made in writing and
2 addressed as follows:

3 As to the United States by email: eescdcopy.enrd@usdoj.gov
4 Re: DJ # 90-5-1-1-11696

5 As to the United States by mail: EES Case Management Unit
6 Environment and Natural Resources Division
7 U.S. Department of Justice
8 P.O. Box 7611
9 Washington, D.C. 20044-7611
10 Re: DJ # 90-5-1-1-11696

11 As to EPA by email: ***

12 As to EPA by mail: Section Chief
13 Water Section
14 Enforcement Division (ENF -*-*)
15 U.S. Environmental Protection Agency, Region IX
16 75 Hawthorne Street
17 San Francisco, CA 94105

18 As to GWA: Theresa G. Rojas, Esq.
19 Legal Counsel
20 Guam Waterworks Authority
21 Ste. 200, Gloria B. Nelson Public Service Building
22 688 Route 15
23 Mangilao, Guam 96913
24 tgrojas@guamwaterworks.org

25 As to Government of Guam: Graham Botha
26 Deputy Attorney General
27 Office of the Attorney General of Guam
28 590 S. Marine Corps Drive, Ste. 801
Tamuning, Guam 96913
gbotha@oagg Guam.org

Jeffrey Moots
Legal Counsel
Office of the Governor of Guam
PO Box 2950
Hagåtña, Guam 96932
jeffrey.moots@guam.gov

99. Any Party may, by written notice to the other Parties, change its designated notice

1 recipient or notice address provided above.

2 100. Notices submitted pursuant to this Section shall be deemed submitted upon
3 mailing or sending via email, unless otherwise provided in this Consent Decree or by mutual
4 agreement of the Parties in writing.

5 **XIV. EFFECTIVE DATE**

6 101. The Effective Date of this Consent Decree shall be the date upon which this
7 Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted,
8 whichever occurs first, as recorded on the Court's docket.
9

10 **XV. RETENTION OF JURISDICTION**

11 102. The Court shall retain jurisdiction over this Consent Decree until termination of
12 the Consent Decree, for the purpose of resolving disputes arising under this Decree or entering
13 orders modifying this Decree, pursuant to Sections IX (Dispute Resolution) and XVI
14 (Modification), or effectuating or enforcing compliance with the terms of this Decree.
15

16 **XVI. MODIFICATION**

17 103. Nonmaterial modifications to this Consent Decree, including any attached
18 Appendices, made by agreement of the Parties must be in writing and are effective when signed
19 by the Parties. Material modifications to this Consent Decree, including any attached
20 Appendices, made by agreement of the Parties must be in a writing signed by the Parties, and are
21 effective upon approval by the Court.
22

23 104. Whether modifications are appropriately categorized as material or non-material
24 shall be decided on a case by case basis. If the parties cannot agree whether a particular
25 modification is material or non-material, the position of the United States will prevail.
26

27 105. Any request by Defendants for a modification pursuant to this Section XVI must
28 be accompanied by the basis for the request and a description of how GWA intends to comply

1 with the proposed modified requirement, schedule or deadline, along with any supporting
2 documentation. If applicable and appropriate to the modification request, a request for a
3 modification may be based, among other things, on: (a) an integrated plan developed in
4 accordance with Clean Water Act Section 402(s); or (b) a current Financial Capability
5 Assessment (based on EPA's Combined Sewer Overflows—Guidance for Financial Capability
6 Assessment and Schedule Development, referenced at EPA 832-B-97-004 and dated February of
7 1997, and EPA's Financial Capability Assessment Framework, dated November 24, 2014, or
8 subsequent versions thereof in effect on the Day that the request is submitted to EPA).

10 106. Any disputes concerning modification of this Decree shall be resolved pursuant to
11 Section IX (Dispute Resolution), provided, however, that, instead of the burden of proof
12 provided by Paragraph 81, the Party seeking the modification bears the burden of demonstrating
13 that it is entitled to the requested modification in accordance with Federal Rule of Civil
14 Procedure 60(b).

16 XVII. TERMINATION

17 107. After GWA has completed the requirements of Section V (Compliance
18 Requirements), has thereafter maintained continuous satisfactory compliance with this Consent
19 Decree for a period of not less than twelve (12) consecutive months, and has paid any accrued
20 stipulated penalties as required by this Consent Decree, GWA may serve upon the United States
21 a Request for Termination, stating that GWA has satisfied those requirements, together with all
22 necessary supporting documentation.
23

24 108. Following receipt by the United States of GWA's Request for Termination, the
25 Parties shall confer informally concerning the Request and any disagreement that the Parties may
26 have as to whether GWA has satisfactorily complied with the requirements for termination of
27 this Consent Decree. If the United States agrees that the Decree may be terminated, the Parties
28

1 shall submit, for the Court's approval, a joint motion or stipulation for termination of the Decree.

2 109. If the United States does not agree that the Decree may be terminated, GWA may
3 invoke Dispute Resolution under Section IX of this Consent Decree. However, GWA shall not
4 seek Dispute Resolution of any dispute regarding termination until sixty (60) Days after service
5 of its Request for Termination.
6

7 XVIII. PUBLIC PARTICIPATION

8 A. Consent Decree Lodging.

9 110. This Consent Decree shall be lodged with the Court for a period of not less than
10 thirty (30) Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United
11 States reserves the right to withdraw or withhold its consent if the comments regarding the
12 Consent Decree disclose facts or considerations indicating that the Consent Decree is
13 inappropriate, improper, or inadequate. The Defendants consent to entry of this Consent Decree
14 without further notice and agree not to withdraw from or oppose entry of this Consent Decree by
15 the Court or to challenge any provision of the Decree, unless the United States has notified the
16 Defendants in writing that it no longer supports entry of the Decree.
17

18 B. Public Outreach, Engagement, and Participation by GWA.

19 111. Fourteen (14) days prior to any public meeting held by the Guam's Consolidated
20 Commission on Utilities or Guam's Public Utilities Commission where projects required under
21 Section V (Compliance Requirements) of this Consent Decree may be discussed, GWA shall
22 post prominent notice on its website and social media pages of: (a) the time, date, and location of
23 the public meeting; (b) a list of the relevant meeting topics; and (c) a one (1) paragraph summary
24 of how the public may submit questions, comments, or concerns regarding the meeting topics to
25 GWA prior to the meeting. If any member of the public submits, at or before any such public
26 meeting, a comment regarding any of the projects required under Section V (Compliance
27
28

1 Requirements) of this Consent Decree, GWA shall consider and respond to such comments (i)
2 orally at the public meeting; and (ii) in writing within thirty (30) days of the public meeting.

3 Within thirty (30) days of sending (by e-mail or paper mailing) a written response to such public
4 commenter, GWA shall prominently post on its website (a) a summary of the public comment;
5 and (b) its written response to the comment.
6

7 112. GWA shall on at least a monthly basis (i) post, to each of its social media pages,
8 one (1) status update about GWA's progress or completion of projects required under Section V
9 (Compliance Requirements) of this Consent Decree; and (ii) briefly summarize, in its internal
10 weekly employee newsletter/update, a status update regarding progress or completion of projects
11 required under Section V (Compliance Requirements). GWA should aim to provide
12 informational or educational project updates for projects that have an impact on human health
13 and the environment, and are of interest to the public. GWA may use its discretion in selecting
14 compliance projects to include in said updates.
15

16 113. Nothing herein is intended to limit additional public outreach, engagement, or
17 participation by GWA, Guam's Consolidated Commission on Utilities, or Guam's Public
18 Utilities Commission.
19

20 **XIX. SIGNATORIES/SERVICE**

21 114. Each undersigned representative of the Defendants and the Assistant Attorney
22 General for the Environment and Natural Resources Division of the Department of Justice
23 certifies that he or she is fully authorized to enter into the terms and conditions of this Consent
24 Decree and to execute and legally bind the Party he or she represents to this document.
25

26 115. This Consent Decree may be signed in counterparts, and its validity shall not be
27 challenged on that basis. The Defendants agree to accept service of process by the Court's
28 electronic filing service or by mail with respect to all matters arising under or relating to this

1 Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the
2 Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not
3 limited to, service of a summons. The Defendants need not file an answer to the Complaint in
4 this action unless or until the Court expressly declines to enter this Consent Decree, in which
5 case Defendant's answer would be due 30 Days following the Court's order.
6

7 **XX. INTEGRATION**

8 116. This Consent Decree constitutes the final, complete, and exclusive agreement and
9 understanding among the Parties with respect to the settlement embodied in the Decree and
10 supersedes all prior agreements and understandings, whether oral or written, concerning the
11 settlement embodied herein. Other than deliverables that are subsequently submitted and
12 approved pursuant to this Decree, the Parties acknowledge that there are no representations,
13 agreements, or understandings relating to the settlement other than those expressly contained in
14 this Consent Decree.
15

16 **XXI. JUDGMENT**

17 117. Upon approval and entry of this Consent Decree by the Court, this Consent
18 Decree shall constitute a judgment of the Court as to the United States and the Defendants. The
19 Parties recognize that final resolution of the claims set forth in the Complaint will require further
20 remedial action.
21

22 **XXII. HEADINGS**

23 118. Headings to the Sections and Subsections of this Consent Decree are provided for
24 convenience and do not affect the meaning or interpretation of the provisions of this Consent
25 Decree.
26
27
28

XXIII. APPENDICES

1
2 119. The following Appendices are attached to and part of this Consent Decree:

3 “Appendix A” is a list of pipe segments that are inaccessible for CCTV
4 inspection; and

5 “Appendix B” is a map of the Sewer Capacity Assurance Projects, Route 1 –
6 Dededo.

7 Dated and entered this __ day of _____, 20__.

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9 FRANCES M. TYDINGCO-GATEWOOD
10 CHIEF JUDGE
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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Guam Waterworks Authority and the Government of Guam*, Civil No. 24-00004.

FOR THE UNITED STATES OF AMERICA:

TODD KIM
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

BETHANY ENGEL Digitally signed by
BETHANY ENGEL
Date: 2024.01.30
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Date _____

BETHANY ENGEL
KAYCI G. HINES
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20044-7611
Telephone: 202-514-6892

SHAWN N. ANDERSON
United States Attorney
Districts of Guam and the NMI

MIKEL W. SCHWAB
Assistant United States Attorney
Suite 500, Sirena Plaza
108 Hernan Cortez
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Telephone: 671-472-7332

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v.*
2 *Guam Waterworks Authority and the Government of Guam*, Civil No. 24-00004.

3 FOR THE U.S. ENVIRONMENTAL PROTECTION
4 AGENCY:

5 **SYLVIA QUAST**

Digitally signed by SYLVIA
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Date: 2023.10.31 12:07:32
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6 _____
7 Date

8 _____
9 SYLVIA QUAST
10 Regional Counsel
11 U.S. Environmental Protection Agency, Region IX

12 OF COUNSEL:
13 JANET MAGNUSON
14 Assistant Regional Counsel
15 U.S. Environmental Protection Agency, Region IX
16 Office of Regional Counsel
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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v.*
2 *Guam Waterworks Authority and the Government of Guam*, Civil No. 24-00004 .

3 FOR THE U.S. ENVIRONMENTAL PROTECTION
4 AGENCY OFFICE OF ENFORCEMENT AND
5 COMPLIANCE ASSURANCE:

6
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8 12/08/23

9 DATE

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JOSEPH THEIS Digitally signed by
JOSEPH THEIS
Date: 2023.12.08
08:49:22 -05'00'

JOSEPH G. THEIS
Acting Director
Office of Civil Enforcement
Water Enforcement Division
U.S. Environmental Protection Agency

12/4/23

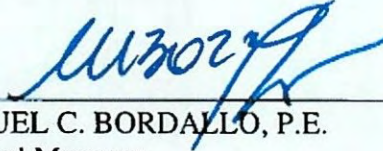
DATE

CHRISNA BAPTISTA Digitally signed by
CHRISNA BAPTISTA
Date: 2023.12.04
14:53:42 -05'00'

CHRISNA BAPTISTA
Attorney Advisor
Office of Civil Enforcement
Water Enforcement Division
U.S. Environmental Protection Agency

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States*
2 *v. Guam Waterworks Authority and the Government of Guam*, Civil No. 24-00004.

3
4 FOR THE GUAM WATERWORKS AUTHORITY:

5
6 

7 _____
Date

MIGUEL C. BORDALLO, P.E.
General Manager

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Guam Waterworks Authority and the Government of Guam*, Civil No. 24-00004.

FOR THE GOVERNMENT OF GUAM:

Joseph A. Moylan

for

DOUGLAS B. MOYLAN
ATTORNEY GENERAL OF GUAM

10/23/23
Date

Date

LOU LEON GUERRERO
GOVERNOR OF GUAM

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v.*
2 *Guam Waterworks Authority and the Government of Guam*, Civil No. 24-00004..

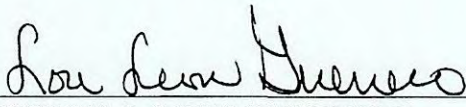
3 FOR THE GOVERNMENT OF GUAM:

4
5
6 Date

DOUGLAS B. MOYLAN
ATTORNEY GENERAL OF GUAM

7
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9
10 Date

10/24/23


11 LOURDES A. LEON GUERRERO
12 GOVERNOR OF GUAM
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REGION 9

SAN FRANCISCO, CA 94105

August 6, 2025

Via Email

Paul Kemp
Assistant General Manager for Compliance and Safety
Guam Waterworks Authority
P.O. Box 3010
Hagåtña, GU 96932
paulkemp@guamwaterworks.org

Re: Submittal Review: Force Main Spill Contingency Plan, Paragraph 22, Partial Consent Decree (Civil Case No. 24-00004)

Dear Paul Kemp:

EPA has reviewed the Force Main Spill Contingency Plan (Plan), dated June 7, 2025. GWA submitted the Plan to EPA, for review and approval pursuant to Paragraph 22 of the Partial Consent Decree.

Pursuant to Paragraph 41(a), EPA approves the Plan. Pursuant to Paragraph 42, GWA shall take all actions required by the submittal as approved. Pursuant to Paragraph 93, GWA is reminded of its responsibility for “achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits” while completing the scope of work described in the approved submittal.

For technical concerns, please contact Susanne Perkins (perkins.susanne@epa.gov) or Michael Weiss (weiss.michael@epa.gov) in the Enforcement and Compliance Assurance Division. For legal concerns, please contact Janet Magnuson (magnuson.janet@epa.gov) in the Office of Regional Counsel.

Sincerely,

ELIZABETH
AUBUCHON

Digitally signed by
ELIZABETH AUBUCHON
Date: 2025.08.06 15:04:11
-07'00'

Elizabeth Aubuchon
Manager, Water Section I
Enforcement and Compliance Assurance Division

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

cc: Miguel Bordallo, GWA, General Manager, mcbordallo@guamwaterworks.org
Theresa Rojas, GWA, Legal Counsel, tgrojas@guamwaterworks.org
Evangeline Lujan, GWA, Senior Regulatory Analyst, vangie@guamwaterworks.org
US Department of Justice (Re: DJ # 90-5-1-1-11696), eescdcopy.enrd@usdoj.gov
Joseph Guthrie, Office of the Attorney General of Guam, Deputy Attorney General,
jguthrie@oagguam.org
Jeffrey Moots, Office of the Governor of Guam, Legal Counsel, jeffrey.moots@guam.gov



REGION 9

SAN FRANCISCO, CA 94105

August 6, 2025

Via Email

Paul Kemp
Assistant General Manager for Compliance and Safety
Guam Waterworks Authority
P.O. Box 3010
Hagåtña, GU 96932
paulkemp@guamwaterworks.org

Re: Submittal Review: Fats, Oil, and Grease Control Program, Paragraph 40, Partial Consent Decree (Civil Case No. 24-00004)

Dear Paul Kemp:

EPA has reviewed the Fats, Oil, and Grease Control Program (FOG Program), dated November 8, 2024. GWA submitted the FOG Program to EPA for review and approval pursuant to Paragraph 40 of the Partial Consent Decree.

Pursuant to Paragraph 41(a), EPA approves the FOG Program. Pursuant to Paragraph 42, GWA shall take all actions required by the submittal as approved. Pursuant to Paragraph 93, GWA is reminded of its responsibility for “achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits” while completing the scope of work described in the approved submittal.

For technical concerns, please contact Susanne Perkins (perkins.susanne@epa.gov) or Michael Weiss (weiss.michael@epa.gov) in the Enforcement and Compliance Assurance Division. For legal concerns, please contact Janet Magnuson (magnuson.janet@epa.gov) in the Office of Regional Counsel.

Sincerely,

ELIZABETH Digitally signed by
AUBUCHON ELIZABETH AUBUCHON
Date: 2025.08.06
13:57:39 -07'00'

Elizabeth Aubuchon
Manager, Water Section I
Enforcement and Compliance Assurance Division

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

cc: Miguel Bordallo, GWA, General Manager, mcbordallo@guamwaterworks.org
Theresa Rojas, GWA, Legal Counsel, tgrojas@guamwaterworks.org
Evangeline Lujan, GWA, Senior Regulatory Analyst, vangie@guamwaterworks.org
US Department of Justice (Re: DJ # 90-5-1-1-11696), eescdcopy.enrd@usdoj.gov
Joseph Guthrie, Office of the Attorney General of Guam, Deputy Attorney General, jguthrie@oagguam.org
Jeffrey Moots, Office of the Governor of Guam, Legal Counsel, jeffrey.moots@guam.gov



GUAM WATERWORKS AUTHORITY

Fats, Oils, and Grease (FOG) Program

Final Draft
October 30, 2025

Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913-6203

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Guam Waterworks Authority
Fats, Oils, and Grease (FOG) Program



Contents

Table 14-1. FOG Hauler Referenced Sections 14-1

Table CC-1. Implementation Schedule **Error! Bookmark not defined.**



List of Acronyms

BMP	Best Management Practices
CFR	Code of Federal Regulations
CWA	Clean Water Act
DPHSS	Department of Health and Social Services
FOG	Fats, Oils, and Grease
FSE	Food Service Establishment
GAR	Guam Administrative Rules and Regulations
GCA	Guam Code Annotated
GEPA	Guam Environmental Protection Agency
GRD	Grease Removal Device
GWA	Guam Waterworks Authority
IC/ID	Illegal Connection/Illicit Discharge
NPDES	National Pollutant Discharge Elimination System
POTW	Publicly-Owned Treatment Works
SSO	Sanitary Sewer Overflow
SWTP	Surface Water Treatment Plant (Potable Water)
USEPA	United States Environmental Protection Agency (also EPA)
WOTUS	Wsters Of The United States

Section 1

Introduction

Guam Waterworks Authority (GWA) is an autonomous public corporation managed by the Consolidated Commission on Utilities that provides drinking water and wastewater services for the people of Guam. GWA is committed to improving community and environmental health, as well as maintaining the municipal sanitary sewer system infrastructure.

Fats, Oils, and Grease (FOG) are introduced into the sewer system through food preparation, cooking, and clean-up. Significant FOG is generated in commercial kitchens but can also come from residential kitchens. FOG solidifies in the sewer and hardens on the walls of pipes thereby hampering or blocking flow. It also clings to components in pump stations and fouls machinery at the wastewater treatment plant. The buildup of FOG in the sewer lines is the leading cause of sewer blockage and sanitary sewer overflows (SSOs) within GWA's wastewater collection system. FOG causes sewage overflows that pose a hazard to public health and the environment. Therefore, to protect public health and prevent sewage overflows into the environment, GWA is implementing this FOG program. The FOG program was developed to reduce the introduction of FOG into the sewer system and combat the fats, oils, and grease problems throughout GWA's system. GWA will execute the FOG program through regulations, permitting, public education, inspections, and enforcement. The FOG Program is also intended to assist customers to effectively manage and reduce the amount of fats, oils, and grease being discharged from their premises. The FOG Program is part of an overall Source Control Program, which also includes the Pretreatment Program and Illegal Connection/Illicit Discharge (IC/ID) Program.

1.1 Background

If not managed properly, FOG negatively impacts the sanitary sewer collection system, public health, water quality, treatability, and thus the environment. In the sanitary sewer system, FOG disrupts wastewater collection components and interferes with treatment plant operations because it solidifies and reduces conveyance capacity, blocks flow and collects in the treatment process. These disruptions can cause sewage back-ups in homes and businesses, or cause SSOs, which may lead to untreated sewage flowing onto streets and traveling to storm drains, rivers, and ultimately into marine waters. Residents, businesses, utility workers, and all customers have a role in preventing FOG from entering the sanitary sewers.

GWA has tracked and submitted quarterly SSO reports to the United States Environmental Protection Agency (USEPA) since 2011 (see excerpt in Appendix W). On average, FOG causes over 50% of the SSOs on Guam. Correcting FOG-related problems is costly but can be avoided through proper management before problems arise.

Thus, this manual is intended to define and support the program meant to reduce FOG-related problems in the GWA wastewater systems.

FOG control is required by the National Pretreatment Program (40 Code of Federal Regulations [CFR] Part 403) and National Pollutant Discharge Elimination System (NPDES) Permit Program. Under the provisions of these regulatory programs, GWA is responsible for implementing controls and educating the community to prevent FOG discharge from causing interference within GWA's collection system and its wastewater treatment plants.

1.2 Program Goals

The objectives of the GWA FOG Program are as follows:

- Comply with the Clean Water Act;
- Minimize the amount of FOG in the sewer system;
- Eliminate SSOs;
- Improve the functionality of the wastewater collection and treatment facilities;
- Reduce the maintenance costs of the sewer system;
- Provide for effective FOG control devices and maintenance; and
- Educate commercial and residential customers about FOG abatement and best management practices (BMPs).

This manual contains procedures for managing FOG and establishes protocols for the implementation and function of the FOG program. This manual is the basis of the GWA FOG Program and performs the following:

- Outlines the current regulatory framework authorizing the FOG program;
- Describes the FOG program elements;
- Establishes tools and methods that lead to an effective FOG Program, including a FOG Database, Permits, Inspections, Enforcement, Training, and Public Education;
- Identifies program requirements, practices, and execution for residents, food service establishments (FSEs), and FOG Haulers;
- Describes program resource requirements, the tracking system, and compliance measures; and
- Lists reporting requirements and performance indicators that meet USEPA requirements.

Section 2

Regulatory Provisions and Legal Authorities

The control of FOG discharge into the sewer system is part of GWA's Source Control Program regulating harmful pollutants from entering GWA's wastewater collections and treatment systems. USEPA, through the Clean Water Act (CWA), requires GWA to have a pretreatment program. GWA has the legal obligation and authority to control FOG disposal and regulate discharges into the GWA collection system. These requirements are specified in Federal regulations, (CFR) and Guam Administrative Rules and Regulations (GAR) which are described herein. This section provides Local and Federal regulatory context including applicable regulations and agency enforcement authorities.

In addition to the GWA FOG program, Guam Environmental Protection Agency (GEPA) and Guam's Department of Public Health and Social Services (DPHSS) have FOG-related requirements as follows.

GEPA - GEPA issues permits to FOG Haulers. GEPA administers environmental law programs under the authority granted under Guam Code Annotated (GCA) Title 10, Health and Safety, Chapter 47, Water Pollution Control. GEPA permits the operation of FOG Haulers and the treatment and discharge of waste removed from Grease Removal Devices (GRDs).

DPHSS – DPHSS issues sanitary permits to FSEs . DPHSS administers Guam's public health programs under the authority of GCA Title 10, Chapter 20 General Provisions, and requires FSEs to have GRDs as provided for in Guam Administration Rules and Regulations (GAR) Title 26, Chapter 4, Article 15, Retail Food Store Sanitation, GCA Title 10, Chapter 23, Eating & Drinking Establishments, and Chapter 24, Food Establishments. The permit requires the installation and inspection of GRDs but does not include sizing, cleaning, or monitoring requirements.

The control of and discharge of FOG into the GWA sanitary sewer is not adequately covered by these agencies and thus GWA, under the authority of GAR Title 28 (as is being amended for proposal to the legislature), will have the authority to better control FOG discharges into its wastewater collection system and treatment works.

2.1 Federal Authorities

Applicable FOG regulations include the Federal Clean Water Act (CWA), NPDES Permit Program, and National Pretreatment Program described in the sections below.

2.1.1 Clean Water Act (CWA) and National Pollutant Discharge Elimination System (NPDES) Permit Program

In 1972, U.S. Congress passed the Federal Water Pollution Control Act, now known as the Clean Water Act (CWA), to regulate pollutants discharged into waters of the U.S. and to require the proper treatment of pollutants before they are discharged into the environment. Key components of the CWA include the NPDES Permit Program and the National Pretreatment Program (described in the following section). The NPDES Permit Program establishes requirements for direct dischargers of pollutants to waters of the United States. Wastewater treatment utilities are required to obtain NPDES permits. GWA has four (4) NPDES permits for treated wastewater discharges from its sewage treatment plants.

GWA's sewage treatment plants must comply with their NPDES permits, since treated wastewater discharges into Waters of the U.S. (WOTUS), such as the Philippine Sea and Tipalao Bay. This FOG Manual is a component of the "FOG Program" that is required by Part III. D. of GWA's NPDES Permits No. GU0020141 for the Northern District Sewage Treatment Plant and GU0020087 for the Agaña/Hagåtña Sewage Treatment Plant. An excerpt from the permit is as follows:

"As part of its pretreatment ordinance, GWA shall submit to [U.S.] EPA for review and approval a comprehensive FOG Program to develop, implement, and enforce grease control measures."

2.1.2 National Pretreatment Program

The National Pretreatment Program is a component of the NPDES Permit Program and establishes requirements for indirect discharges from industries to Publicly-Owned Treatment Works (POTWs). This includes the discharge of FOG from FSEs and residences with approved commercial kitchens into the sanitary sewer system and ultimately into wastewater treatment plants. As promulgated in the 40 CFR §403.5(b)(3) National Pretreatment Standards: Prohibited Discharges:

"solid or viscous pollutants in amounts which will cause obstruction to the flow in the POTW resulting in interference" are prohibited.

Additionally, §403.5(c)(1) and (2) state that a POTW must develop and enforce

"a pretreatment program with specific limits as necessary to prevent prohibited discharges and to ensure compliance with the treatment plant's NPDES permit."

Under these provisions, as the NPDES permit holder, GWA must establish and maintain the FOG program, and develop an enforcement structure with associated penalties and/or fines for non-compliance.

2.2 Guam Regulations

2.2.1 Guam Administrative Rules and Regulations

The GAR Title 28-Public Utilities, Chapter 2-Guam Waterworks Authority, Section 2101 (see Appendix A), provides for GWA's pretreatment program and the FOG program, including enforcement authority and discharge standards. A complete copy of GAR Title 28 can be found at <http://guamwaterworks.org/rules-regs>. [GAR Title 28 is currently undergoing revisions for amendment by the Guam legislature. GAR references herein are based on the proposed amended language].

GAR Title 28 prohibits the discharge of any wastes if the General Manager (or his/her designee) determines that such wastes can harm either the sewers, collection system equipment, or the sewage treatment process, which in turn would increase the operating costs substantially, have an adverse effect on the receiving water (points of discharge), and would otherwise endanger life, limb, public property, or constitute a nuisance. These wastes include grease, and liquid, or waste containing more than 100 parts per million by weight, of FOG or other substances that will become solidified or visibly viscous.

For pretreatment of waste flows permitted by GWA, a Grease Removal Device (GRD) must be installed on the FSE customer's sewer service line prior to discharging into GWA's public sewer system. The design and installation of the equipment must be reviewed by GWA's Engineering Division Permits Section, the Source Control Manager and approved by the Assistant General Manager of Engineering (or his/her designee) and be in accordance with all applicable codes, regulations, rules and laws.

The GRDs must also be kept clean and be readily and easily accessible for interior cleaning and inspection. Section 5.4 and Appendix B of this manual provide additional information regarding GRD design and installation requirements.

2.3 Agency Enforcement Authorities

The following agencies are responsible for enforcing FOG regulations on Guam: USEPA, GEPA, GWA, and Guam DPHSS. GWA collaborates with GEPA and DPHSS to monitor and ensure compliance with rules and regulations pertaining to FOG.

Table 1 summarizes the federal and Guam regulations that pertain to FOG Control.

Table 2-1. Federal and Guam Regulations		
Requirement/Prohibition	Enforcement Agencies	Regulating Document(s)
Pretreatment	USEPA	CWA
	GWA	NPDES permits
FOG discharges into waters of the U.S.	USEPA	CWA
	GEPA	NPDES permits

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Table 2-1. Federal and Guam Regulations		
Requirement/Prohibition	Enforcement Agencies	Regulating Document(s)
	GWA	NPDES permits
FOG discharges into the public sewer system	USEPA	National Pretreatment Program
	GEPA	NPDES permits GCA Title 10, Chapter 47
	GWA	NPDES permits GAR Title 28
	Guam DPHSS	GCA Title 10, Chapter 20
Grease removal device design and installation	GWA	GAR Title 28 International Plumbing Code, Chapter 10
	Guam DPHSS	GCA Title 10, Chapter 20
FOG inspections	GEPA	GCA Title 10, Chapter 47
	GWA	GAR Title 28
	DPHSS	GCA Title 10, Chapter 23 & 24 GAR Title 26, Chapter 4

Notes: CWA = Clean Water Act
 DPHSS = Department of Public Health and Social Services
 FOG = Fats, Oils, and Grease
 GAR = Guam Administrative Rules and Regulations
 GCA = Guam Code Annotated
 GEPA = Guam Environmental Protection Agency
 GWA = Guam Waterworks Authority
 NPDES = National Pollutant Discharge Elimination System
 USEPA = United States Environmental Protection Agency

Section 3

Definitions and Nomenclature

Best Management Practices (BMP) – means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in 40 CFR § 403.5(a)(1) and (b) and GAR Chapter 2. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

Emulsifier – means an additive agent that keeps fat, oil, and grease in suspension.

Fats, Oils, and Grease (FOG) –are animal and plant-derived substances that may solidify or become viscous between the temperatures of 32°F and 150°F (0°C to 65°C), and that separate from Wastewater by gravity.

FOG Hauler –is a GEPA-licensed and GWA-permitted hauler who transports collected FOG to disposal facilities or incinerators.

Food Service Establishment (FSE) –means any facility or lessor to a facility preparing and/or serving food for commercial use or sale, including but not limited to, restaurants, coffee shops, public or private school cafeterias, lunchrooms, luncheonettes, lunch-counters, in-plant or employee eating establishments, bars, cafes, taverns, sandwich stands, drink stands, temporary food service establishment (if connected to GWA sewer), mobile food service establishment, food preparation kitchens, any cafeteria or similar facility and any other eating establishment with food preparation such as organizations, clubs, boardinghouses, guesthouses, or concession within any public market which gives or sells food or beverages to the public, guests, patrons or employees, as well as kitchens in which food is prepared on the premises for serving elsewhere including cafeteria functions, home manufacturers and caterers, and home food industries, and food packaging, meat processing, and meat packing facilities.

Grease Interceptor – means a grease removal device installed on the exterior of a structure that captures all flow with FOG from a building, separating the FOG from the ordinary wastewater; it is installed upstream of the sanitary sewer connections.

Grease Removal Device (GRD) – means a concrete, fiberglass, or fiberglass-reinforced plastic structure designed to separate and retain grease and oil from the wastewater stream. GRDs are multiple-compartment units with inlet and outlet baffles, and/or T-pipes, and inspection ports (see Appendix R).

Grease Trap – means a grease removal device installed on the interior of a structure serving a floor drain, sink or limited number of fixtures (a maximum of four [4] fixtures).

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Industrial User – means a source of Pollutants discharging to a POTW from any non-domestic source.

Publicly Owned Treatment Works or POTW means a wastewater treatment works, as defined by Section 212 of the Act (33 U.S.C. section 1292), which is owned by GWA. This definition includes wastewater/sewage treatment plants, and any devices or systems used in the collection, storage, treatment, recycling, and reclamation of wastewater or industrial wastes of a liquid nature and any conveyances, which convey wastewater to a wastewater/sewage treatment plant.

Sanitary Sewer Overflow (SSO) – means an occurrence where the untreated wastewater from the sewer system overflows onto the ground or outside of the designed sewer collection system. Such “wastewater spills” constitute a public health hazard and a risk to the environment.

Section 4

Assessment

At the time this manual was prepared, the Guam DPHSS' inventory listed a total of 1,049 temporary and permanent establishments that prepare and/or serve food for commercial use or sale. This inventory includes all restaurants, food trucks, and all other businesses that prepare food (excluding military installations). This number includes FSEs that are not connected to GWA wastewater system. Of this number, 275¹ are GWA customers (i.e., establishments with a GWA sewer account). To assess the current condition of FSE conformance with FOG-requirements as outlined in this manual, an initial assessment of all FSE customers, commercial, and residential home industry accounts is needed to verify which customers have potential FOG-discharging connections, and thereby need a FOG permit. With the initial assessment, GWA will have a tool to address and prioritize actions under the FOG program. To accomplish this assessment, GWA will conduct a survey of all known customers and evaluate which are potentially FOG-contributing so that GWA can work with the customer to apply for the requisite FOG permit, check existing GRDs, and if necessary, arrange for installation of properly-sized/designed GRDs by the customer. GWA shall coordinate with Guam EPA, Guam Department of Public Works (DPW), Guam Department of Revenue and Taxation and Guam DPHSS for a record comparison to ensure all FOG-discharging connections are ascertained and certified. The form to be used to conduct the survey is in Appendix T. Using the four (4) existing food establishment lists (from GWA, GEPA, DPHSS, and the Department of Revenue and Taxation) from agencies involved with the permitting of food services, GWA will generate one master FSE list to capture all known FSEs for whom GWA will conduct a full site assessment

GWA currently has a list of 275 current GWA FSEs customers to begin this task. Based on inspections of FSE's in FY2024, GWA has a current listing of an estimated over 700 FSE's in its database which includes FSE's that are indirectly connected to GWA's sewer system. (Appendix U contains an excerpt from this list of all the current FSEs direct GWA customers). Upon approval by the Guam Legislature of the updated Title 28 GAR, GWA will issue a letter to all existing GWA FSE customers notifying them of the requirement to apply for a FOG permit. This list will allow GWA to issue a letter to each FSE customer, including home food industries and the home bases for food trucks, to make an initial determination as to the accuracy of the information, but also to notify them that as an FSE, they must submit a permit application and install an approved GWA GRD within 90 days of the notification (according to the FOG Program Implementation Plan, per Appendix CC, Step 3.e.).

Through this assessment, commercial buildings, such as shopping malls, strip malls, etc., that house multiple types of businesses including food service establishments (i.e., indirect or non GWA customer FSEs), will be assessed for their impact on the public sewer system. GWA will

¹ This number indicates the number of food establishment accounts in GWA's customer service accounts.

work directly with the GWA customer to determine the appropriate sizing and cleaning schedule for any GRD that is directly connected or leads to a connection to GWA's public sewer system. Additional conditions may be placed on the FSE's permit to ensure that individual (indirect) food establishments that are located within the facility practice proper BMPs.

Through collaboration with the Guam Department of Public Health and Social Services and the Guam EPA, GWA can provide BMP training for the individual indirect food establishments that are located within these shopping malls, strip malls, commercial buildings, etc.

GWA's enforcement authority extends to GWA's customers because the establishment of an account includes contracting to follow the rules and laws that govern the use of the GWA Wastewater Collection System. In many instances, the owner of a commercial building with multiple food service establishments is a single, direct GWA customer. GWA will work with the GWA customer to ensure that the connection between the commercial building and GWA's public sewer system is following FOG rules and regulations. GWA's direct customer's compliance with the conditions of the FOG permit is critical, and GWA will enforce the permit's requirements (see Section 8 of this manual). If noncompliance is found and continues, water service will be disconnected to the entire building complex.

Through GWA's thorough records of SSO sites (see Appendix V for maps), and the establishment of problem areas called "hot spots," the initial assessment exercise will focus on the existence of FOG discharges in these areas, but will also evaluate the sewer capacity and flows to determine if the SSOs may also be caused by undersized, degraded (in need of repair or replacement) or inadequately (flat) sloped gravity sewer mains, or other contributing factors such as inflow and infiltration, or non-FOG related clogging. The SSO Assessment Form to be used to perform the survey is found in Appendix T. The survey will take place as part of step 3 of the FOG Program Implementation Plan (Appendix CC). This part of the assessment may involve closed-circuit television (CCTV) of problematic areas by GWA Operations' crew. At present, GWA has conducted a significant number of CCTV inspections but due to the amount of data it has not all been condensed or compiled into readily usable information.

To enhance the FOG program, the GWA Source Control Manager will assemble all relevant data and existing CCTV inspections completed for GWA's Wastewater Collection System and evaluate it to provide a better picture and assessment of the existing sewer condition. Through this FOG program, as more CCTV inspections are performed, the information collected will be added to the database for analysis.

Section 10 addresses the approach GWA will undertake to remedy the FOG problems in the system. In addition, GWA has prepared, concurrently with this FOG manual, a FOG Program Implementation Plan (refer to Appendix CC) with a forecast schedule to implement the FOG program.

Section 5

Program Requirements

Non-residential customers and customers with residential food service businesses that discharge FOG-containing wastewater must comply with the following requirements.

- Apply for and obtain a FOG control discharge permit from GWA at least 90 days prior to an opening of a new FSE.
- Have properly sized and functioning GRDs (grease traps and grease interceptor) installed on building plumbing lines and on the service line within 90 days of notice from GWA. 28 GAR section 2105(p)(2).
- Provide access to the GRDs for inspection and servicing.
- Maintain and clean GRDs regularly and as required according to grease accumulation (not exceeding the 25-percent rule – see Section 5.5 below).
- Properly dispose of accumulated grease from the GRD utilizing a GWA-permitted FOG Hauler to properly dispose of grease.

5.1 FOG Control Discharge Permit

All new and existing FSEs businesses connected to the public sewer system or requesting public sewer system service must obtain a FOG permit from GWA (as per GAR Title 28 §2120.1(d)). . In addition, under Guam Building Law, FSEs which require renovations to existing structures or new construction must obtain a building permit from DPW. As part of the DPW building permit and business license process, DPW and GWA must work together for all building permits involving buildings connected to the public sewer system (new or existing). In this way, GWA will determine whether a GRD is needed, and if so, advise the customer of the requirement to install a GRD and approve the design and installation of all GRDs serving the unit (to be installed or existing). GWA will work with DPW to ensure permits for an existing building where an FSE is planned will be reviewed and approved by GWA. No new service connection shall be permitted without review by GWA, and no FOG-discharging facility shall be permitted without approval by GWA. New FSEs in existing facilities with service connection must also apply for a building permit from DPW. DPW will not issue a building permit without receiving approval from GWA. FSE customers must get approval from GWA for connection to the sanitary sewer system and for their GRDs. All permits for FSE customers (new and existing) shall be reviewed by the Source Control Manager and approved by GWA's Engineering Division.

Approval of the FOG permit will be finalized during the Occupancy process.

The process for a new business to obtain a GWA FOG permit is portrayed below in Figure 1 (Flow Chart for new FSE business). Flowcharts for the other permit-required events, as outlined

in section 5.2 below, are included in Appendix D. A brief explanation of the permit process follows:

STEP 1

1. The FSE customer first applies for a DPW building permit.
2. The customer applies for a new account at GWA Customer Service.
3. The customer applies for a FOG permit at GWA Engineering and submits an application (with site plan) to GWA Engineering, Permit section.
4. GWA Engineering reviews the application and site plans.
5. The Source Control Manager will review and approve the planned GRD.
6. Once GWA Engineering gives the final approval, the customer brings the GWA approved site plans with FOG requirements to DPW.
7. DPW issues the building permit

STEP 2

8. The customer applies for a DPW Occupancy Permit.
9. The customer notifies GWA Source Control Manager when the GRD is installed.
10. GWA Source Control inspects the GRD installation. GAR Title 28 § 2120.1(d)(2)(v).
11. The Source Control Manager issues the FOG permit.
12. The customer submits the FOG permit and Occupancy permit to GWA Engineering.
13. GWA Engineering approves the Occupancy permit and returns it to the customer.
14. The customer submits the Occupancy permit to DPW for final approval.

During the initial assessment phase, existing FSEs will be inspected to determine if the FSE has the appropriate GRD. GWA will work with FSEs that house multiple food establishments for appropriate monitoring and maintenance of the GRD. The process for existing FSEs (without a FOG permit) to obtain a FOG permit is shown in Appendix D, Figure D-5, and generally follows items 2, 3, 5, 9, 10 and 11 above. GWA's notification to existing FSEs is indicated in Step 3.e. of the FOG Program Implementation Plan (Appendix CC).

The design of the GRD at an existing FSE is subject to the review of the Source Control Manager and approval of GWA's Chief Engineer (or designee) and who may require the customer to install and operate a properly sized GRD. The Source Control Manager shall provide guidance as required and ensure continued compliance of the GRD.

The FOG control discharge permit application shall contain, but is not limited to, the following information:

- Applicant information
- Owner information
- Type of business – include basic information such as the number and type of food establishments located in your business establishment
- FOG discharger (Yes/No)

- Estimated daily wastewater flow
- Estimate peak hourly flow
- Type of application
 - Initial (initially to include all existing FSEs)
 - New connection
 - New account (occupant)
 - Renewal
 - Remodel/ Change in facility or type of business
- Action on application
 - Approved
 - Approved with Conditions
 - Disapproved
 - Revoked
- General permit information
 - Reviewer and reviewing agency
 - Date received
 - Date reviewed
 - Date issued or renewed
 - Permit number
 - DPW permit number
 - Fee amount
- GRD information
 - Size
 - Design calculations for size
 - Design Drawings (new installations) or As-built (existing installations)
 - Maintenance requirements
 - Maintenance records
 - Date of Completion of FSE Training

The permit application form is in Appendix C.

5.2 FOG Permit-Required Events

The initial assessment (described in Section 4) will yield FOG permit applications and issuances for all existing FSEs. Subsequently, a FOG permit will be required under all the following circumstances:

- New FSE building
- Remodeling an existing FSE
- Remodeling an existing building to be an FSE

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Guam Waterworks Authority
Fats, Oils, and Grease (FOG) Program

Section 5

- FSE added to existing building
- Change in building owner
- Change in customer

All FOG permits must be renewed annually.

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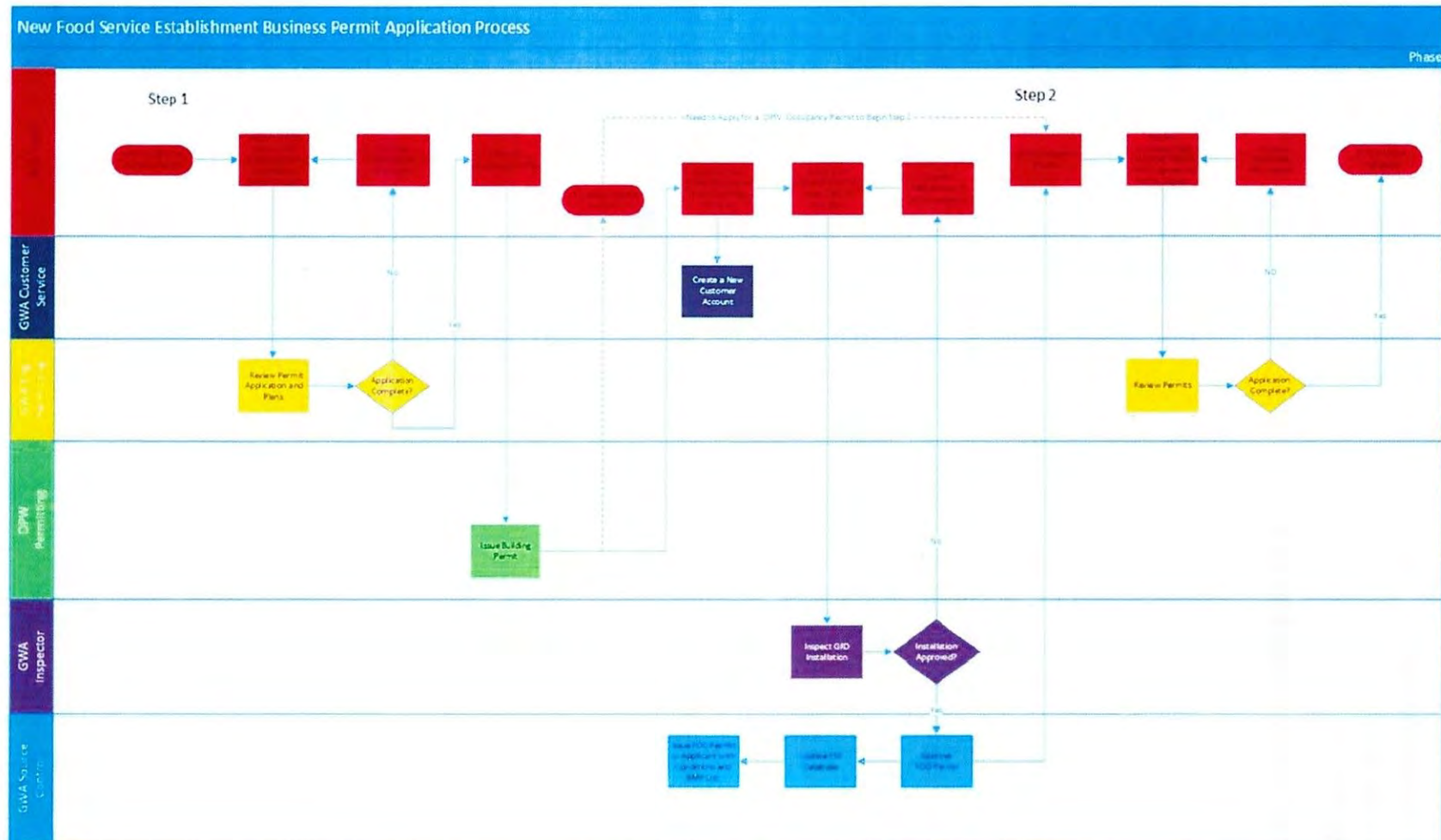


Figure 1. Flow Chart for New FSE Business

See Appendix D for all permit process flow charts.

5.3 Permit Requirements for FOG Haulers

FOG Haulers must be GWA-permitted haulers. FOG Haulers are currently permitted by Guam EPA as general waste and sewage haulers, but they must also be permitted by GWA specifically for FOG handling and disposal. FOG Haulers must properly dispose of the FOG waste collected from FSEs at a GEPA approved FOG treatment facility, which must treat the waste to a maximum fat, oil, or grease content of 100 ppm by weight and 50 ppm of ether-soluble matter, in accordance with 28 GAR. The treatment facility must be permitted by Guam EPA. FOG Haulers are prohibited from disposing of collected FOG waste anywhere within the GWA sewer system. Guam EPA has the list of approved receiving stations that have been designated for FOG disposal. GWA anticipates that the Northern District Wastewater Treatment Plant will be able to accept FOG treated effluent following future planned upgrades to the plant. All FOG Hauler permits must be renewed annually. Violation of permit conditions such as failure to comply with any provisions of 28 GAR § 2021.1(e)(1)-(3) will result in denial or revocation of a FOG Hauler's GWA permit (see Appendix Z). GWA may revoke a FOG Hauler permit for good cause, including, but not limited to, the following reasons:

- (1) Failure to comply with any provision of the permit
- (2) Failure to maintain the required manifest
- (3) Failure to comply with the inspection provisions

To become a GWA-permitted FOG Hauler, haulers must adhere to the following requirements (refer to Appendix E for permit process flow chart).

- Haulers must apply to GWA for a FOG Hauler permit
- Haulers must be Guam EPA approved and provide a copy of their Guam EPA permit
- Haulers must provide information and photographs of their FOG disposal and treatment facilities
- Haulers must submit FOG handling and disposal SOPs, which will be approved by GWA
- Hauler operators must be trained and provide evidence of certification
- Haulers must maintain records indicating:
 - Date FOG collected
 - Name of operator
 - Name of FSE from where FOG was collected
 - Volume of FOG collected by FSE
 - Disposal location and date
 - Means and method of solids disposal
 - Means and method of liquid disposal

5.4 Design and Installation of Grease Removal Devices

GRDs remove grease from the wastewater stream before it reaches the sanitary sewer system. GWA-approved GRDs include grease traps and grease interceptors. Grease traps are typically

on building plumbing for individual or small sets of fixtures (a maximum of four). Grease interceptors are typically within the service line downstream of all food preparation drains, sinks, dishwashers, and floor sink drains, and upstream of GWA's public sewer system. Design (including sizing) for new GRDs must be reviewed by the Source Control Manager and all be approved by GWA's Engineering Division.

5.4.1 Grease Trap Sizing

Grease trap sizing according to the International Building Code and International Plumbing Code is incorporated into Guam's building code, as provided in Title 21 GCA Real Property, Chapter 67 - The Building Code. Grease trap design may utilize EPA's Design Manual for On-site Wastewater Treatment and Disposal (EPA 625/1-80-012). Minimum grease trap size shall be per Plumbing and Drainage Institute (PDI) G101 or 50 gallons, whichever is greater, and be connected to a maximum of 4 fixtures.

5.4.2 Grease Interceptor Sizing

Grease interceptors shall be sized to provide sufficient detention time to separate the FOG from the waste stream. The size of a grease interceptor shall be calculated based on Chapter 10 of the International Plumbing Code, latest edition, and may utilize EPA's Design Manual for On-site Wastewater Treatment and Disposal (EPA 625/1-80-012). Minimum grease interceptor size shall be per Plumbing and Drainage Institute (PDI) G101 or 500 gallons, whichever is greater.

5.4.3 Sampling Point

Grease traps and grease interceptors must include a sampling point for observing the operation of the GRD and for collecting an effluent sample for testing. Sampling shall be performed during inspections to ensure that the GRD is functioning properly and sufficiently removing grease.

5.4.4 Installation

All fixtures subject to FOG discharge must be connected to a GRD. Kitchen fixtures include, but are not limited to, pot sinks; can washes, pre-rinse sinks, or dishwashers without pre-rinse sinks; any sink into which FOG may be introduced; soup kettles or similar devices; work stations; floor sink drains or sinks into which kettles may be drained; garbage disposals, certain cooking equipment, such as braising pans, tilt skillet, and wok ranges, automatic hood wash units; dishwashers without pre-rinse sinks; and any other fixture or drains that can allow FOG to be discharged into the public sewer.

GRDs must be installed by a licensed plumber. All connections must be in accordance with the latest edition of the International Plumbing Code. Drainage piping must be provided with approved inlet fittings for fixture connections, and correctly located according to the size and type of fixture to be connected. Connections between kitchen fixtures and the GRD(s) must be secure and correctly sized. Pipes connected to sanitary waste are prohibited from connection to GRD. See section 5.5 below.

All grease traps must have a flow controller at the inlet to slow drain flow to prevent wash-out of the GRD.

All GRDs must be readily and easily accessible. Cleaning and inspections should be performed without the need for ladders or removing bulky equipment. Additionally, there must be adequate space above the GRD to allow for inspection and testing.

5.5 OPERATION AND MAINTENANCE

Once installed, GRDs should not be tampered with and should be properly monitored and maintained. GRDs must be inspected and cleaned on a regular basis to continue functioning effectively. The required cleaning frequency depends on the amount of FOG generated and BMPs that are implemented. The “**25 Percent Rule**” must be followed for proper cleaning. The time between cleaning will depend on the usage, BMPs practiced, and the size and type of FSE.

According to the 25% rule, GRDs must be emptied when the volume of floating grease/solids and settled solids is 25% of the total capacity. As shown in Figure 9, this 25% refers to floating grease and settled solids, and does not include wastewater. The combined heights of the grease and settled solids layers should be less than 25% of the height from the bottom of the outlet pipe to the bottom of the GRD. A coring device is used to measure the depth of floating FOG waste and settled solids.

The following are prohibited under 28 GAR § 2120.1(f)(7) from being discharged into any GRD:

1. Sanitary Wastewater (i.e., from restrooms, shower facilities, etc.).
2. Waste that does not contain FOG and that otherwise does not require Pretreatment.
3. Wastewater, from dishwashing machines or other sources, with a temperature exceeding 140 degrees Fahrenheit.
4. Any substance that may cause excessive foaming in the POTW.
5. Emulsifiers or FOG enzymes; and
6. Food grinder waste.

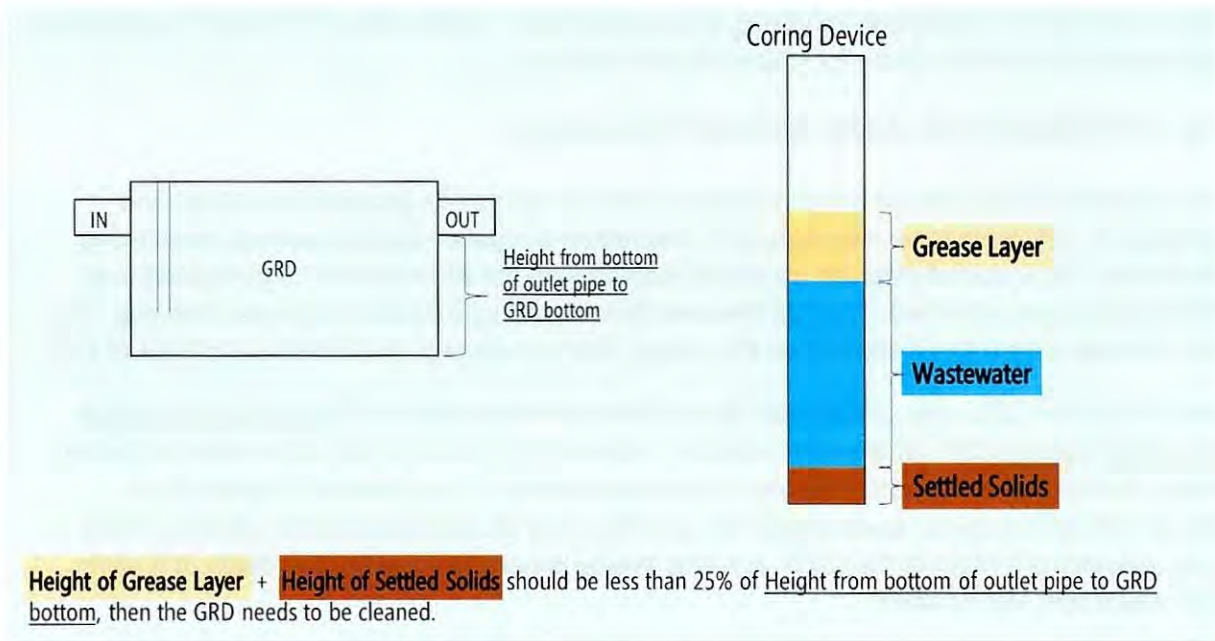


Figure 2 -25% Rule for Cleaning GRD

5.5.1 Grease Removal Device Inspection and Cleaning [per GWA - see GAR Title 28 Section 2120.1 (g)]

GRDs shall be inspected by trained FSE personnel or by a FOG Hauler. An inspection log shall be maintained by the FSE customer and available for review by GWA. Appendix F provides a GRD inspection form. This form must be filled out each time a GRD is inspected and submitted to GWA via its online FOG digital application, FOG BMP.

GRD cleaning frequency depends on the amount of FOG in the waste flow. More frequent inspection and cleaning are required for higher FOG discharging facilities. Careful monitoring will provide indication of normal cleaning frequency.

Cleaning a GRD means completely removing all the liquid and solid waste from the GRD and physically removing settled or clinging grease and solids. Additives shall not be used in the GRD. GRDs shall be emptied and cleaned by GWA-permitted FOG Haulers only.

5.5.2 FOG Handling and Disposal [per GEPA - GCA Title 10 Chapter 47]

FOG shall be removed from GRDs and disposed of by the FOG Hauler. FOG Haulers must adhere to the requirements in their permits and ensure proper handling, transportation, treatment (see Section 5.3 of this manual), and disposal of FOG waste. FOG Haulers are required to complete the FOG Hauler manifest and complete an entry in the written log during each collection event in accordance with 28 GAR § 2120.1(e)(2). Materials (i.e., solids, fats, oil, and grease and wastewater) removed from the GRD shall not be redeposited into the GRD or be allowed to pass into the public sewer system. Treatment of FOG waste shall consist of separation of the solids, fats, oil, and grease from the liquid in accordance with the requirements

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of 28 GAR § 2120.1(e). FOG treatment effluent may be disposed of at a GWA-designated FOG receiving station, if and or when available at GWA's wastewater treatment plants.

At the present time, there are no FOG receiving stations at GWA's wastewater treatment plant.

Trained FSE employees shall witness and monitor the GRD cleaning process and document that the cleaning operation was performed properly by the FOG Hauler, verify that materials (i.e., FOG, solid, and wastewater) removed from the GRD are not discharged into the GRD, and ensure that cleaning of the GRD is complete.

Section 6

Best Management Practices

Proper installation and maintenance of properly sized grease removal devices (GRDs) are the most effective means to eliminate discharge of FOG into the sewer. Best Management Practices (BMPs), when followed, further reduce the amount of FOG introduced into the waste stream. When applied in tandem, GRDs and FOG elimination BMPs protect the public sewer system from FOG entering the sewer to help prevent Sanitary Sewer Overflows (SSOs) and reduce the cost of operation and maintenance of the public sewer system. Therefore, the GWA FOG program includes FOG BMPs in the education and enforcement provisions of the program.

6.1 BMPs for Food Service Establishments (FSEs)

GWA shall prepare a pamphlet for distribution to FSEs that contains the BMPs for FSEs per table in Appendix G. BMPs are designed to keep grease and food waste out of the public sewer system. They are briefly described below:

- Do not pour any oil or grease down any drains (sink drains or floor drains).
- Post "No Oil or Grease" signs (such as the "Don't Clog with FOG" sign) above sinks and dishwashers.
- Wipe grease and oil from all plates, cooking utensils, pots and pans, and other kitchen implements before washing or placing in dishwasher.
- Use sink drain strainers to capture food waste particles and dispose of all food waste in trash receptacles.
- Minimize garbage disposal use.
- Recycle used oil (known as "yellow grease") in a specially marked "yellow grease" container with a lid.
- After cleaning a grease trap or scraping grease from kitchen appliances or the kitchen exhaust system (known as "brown grease"), pour brown grease into a specially marked "brown grease" container with a lid.
- Cover outdoor yellow and brown grease containers to prevent rainwater from entering the containers.
- Clean spills immediately. Soak up oil and grease with paper towels and dispose in trash receptacles.
- Do not use grease emulsifiers in any sink drains or floor drains.
- Use floor drain screens.
- Do not dispose of water hotter than 140 degrees F down any sink or floor drain.
- Inspect and monitor grease removal devices (GRDs).
- Train employees, especially kitchen staff, in proper BMPs.

- FSEs include “home food industry,” i.e., customers who operate a food business from their home kitchens, including caterers, food manufacturers, food trucks, and prep kitchens.

Table 6-1. Best Management Practices (BMPs) for Food Service Establishments (FSEs)

BMP	Reason for BMP	Benefit to the FSE
BMPs for FSE Managers		
Train kitchen staff and other employees on BMPs and their positive impacts.	People are more willing to support an effort if they understand the basis for it.	Less food waste and its sauces, dressings, oils entering the sewer system will decrease the potential for maintenance sewer costs, backups, and even business closures.
Post “No Grease” signs above all sinks and dishwashers.	Signs serve as a constant reminder for kitchen staff.	These reminders help minimize grease discharge from GRDs and reduce the cost and effort of cleaning and disposal.
Develop a spill prevention plan.	This helps prevent ground and surface water contamination and potential slipping conditions if oil or grease is spilled.	A spill prevention plan helps the FSE respond quickly and appropriately to a grease or oil spill. These spills can be extremely costly to clean if they become too large or discharge into the storm water system, which may lead to degradation of water quality in streams, rivers, and the ocean. This violates federal regulations and can result in legal penalties or fees.
BMPs for FSE Kitchen Staff		
Never pour FOG down the drain.	If FOG gets into the drains, it will enter the kitchen lines, as well as other laterals. This will lead to costs for plumbing services to relieve slow drainage and backups. FOG can also enter the public sewer system and cause additional clogs, backups, and spills.	This reduces the risk of clogs, backups, and spills, as well as GRD maintenance and potential sewer cleanup costs and even business closure.
Keep food particles out of the sink by dry washing using a rubber spatula or plate scraper, or dry wiping if kitchen item is still oily. Dispose of used oil in the yellow grease container. Ensure proper strainers are installed and colanders are used with food items are rinsed in sink.	Less food waste and FOG in the GRD will help the GRD properly function for a longer period of time before its next needed cleaning.	Fewer GRD cleanings will help the FSE save costs.
After scraping oil and grease from kitchen appliances or the kitchen exhaust system, pour liquid FOG into the brown grease container. Use a lid to properly contain contents.	This keeps the FOG properly contained until collection by a FOG Hauler. Note: GRD cleaning shall be done by a permitted FOG Hauler only.	This provides a container to safely store FOG after “dry cleaning” and to help prevent spills in the kitchen.
Ensure grease containers are properly labeled as “Brown Grease” or “Yellow Grease.”	Brown grease is from kitchen appliances or the kitchen exhaust system, and yellow grease is used oil. These undergo different treatment processes; therefore, it is important to separate them. Note: Grease from a GRD should be handled by the FOG Hauler.	Yellow grease can be recycled for other uses.

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Table 6-1. Best Management Practices (BMPs) for Food Service Establishments (FSEs)

BMP	Reason for BMP	Benefit to the FSE
Use water temperatures below 140°F (60°C) in all sinks, especially in the pre-rinse sink before the mechanical dishwasher.	Temperatures above 140°F (60°C) will dissolve the grease, but the grease can re-congeal or solidify in the public sewer system as the water cools.	If grease re-congeals later in the sewer, then backups may occur. Also, reducing water temperature can reduce energy costs.
Avoid relying on garbage disposal units. Instead, keep food scraps out of the sink.	Since food scraps have FOG particles attached to them, washing them into the sink will release FOG into the kitchen lines and public sewer system.	FOG that is attached to pieces of food leaving the garbage disposal may lead to clogs and backups when they build up in the pipes over time.
Monitor GRDs (grease traps and grease interceptors) routinely. Follow the 25 Percent Rule.	This ensures the efficiency and proper functioning of the GRDs.	Routine monitoring will prevent plugging the sewer line between the FSE and public sewer system. This reduces clogs and spills at the FSE.
Keep a maintenance log for each GRD.	This serves as a record of the cleaning frequency and volume cleaned. This is especially important for establishing an estimated cleaning frequency.	The maintenance log will be reviewed during FOG Program inspections. It serves as a record and helps the FSE optimize cleaning frequency to reduce cost.
Monitor and documentation of the cleaning process	This will ensure that the GRD is properly cleaned by the FOG Hauler.	Proper maintenance of the GRD will reduce clogs and spills at the FSE.
Routinely clean kitchen exhaust systems.	If grease and oil escape through the kitchen exhaust system, then it can accumulate on the roof of the FSE and end up in the storm water system.	The discharge of grease and oil to the storm water system will degrade the water quality of receiving streams. This violates federal regulations and can lead to legal penalties and fees.

BMPs Outside the Kitchen

Make sure there is a lid on the outdoor used oil bin.	If uncovered, outdoor containers can collect rain water, which can overflow onto the ground and enter storm water systems. This can lead to contamination of the receiving waters.	The discharge of oil and grease to the storm water system will degrade the water quality of streams, lakes, and the ocean. This violates federal regulations and can result in legal penalties or fees.
Make sure there is secondary containment around the outdoor used oil bin.	If the immediate container is damaged, FOG can leak out onto the ground and enter storm water systems.	Oil and grease discharges into the storm water system will degrade the water quality of receiving bodies of water. This violates federal regulations and can result in legal penalties or fees.
Locate used oil bins away from storm water drains.	The closer the drain, the higher the chance of oil and grease entering the storm water system if there is a spill.	Oil and grease discharges into the storm water system will degrade the water quality of receiving bodies of water. This violates federal regulations and can result in legal penalties or fees.

Notes: ° = degrees
BMPs = Best management practices
C = Celsius
F = Fahrenheit
FOG = Fats, oils, and grease
GRD = Grease removal device

See section 15 (References). Adapted from [2] and [3]

6.2 BMPs for Residents

Residential areas contribute significantly to the FOG observed in Guam's sanitary sewer. Therefore, it is important that residents also practice BMPs for FOG reduction.

GWA shall distribute factsheets for residents, including BMPs to use in their residential kitchens. Appendix H contains a draft factsheet. BMPs that every customer should follow are:

- Never pour grease or oil down the drain.
- Wipe oils off cooking utensils and cookware using paper towels or plate scrapers before washing.
- Wipe dry and toss leftover solid food into the trash bin.
- Use drain strainers to keep food scraps out of kitchen drains.
- Avoid using garbage disposal units. Food waste has trapped oils within; garbage disposals release these oils and contributes to FOG discharge.
- Do not compost FOG waste.
- Do not use grease Emulsifiers in any sink drains or floor drains.
- Bring used cooking oil to Guam Solid Waste Authority's Household Hazardous Waste Facility or to GWA sponsored village pickups as announcements are made.

6.3 BMPs for FOG Haulers

GWA will coordinate BMP workshops for FOG Haulers to provide instruction on proper FOG collection and disposal. BMPs for FOG Haulers include the following.

- Pump the GRD completely - remove all liquids, all solids, and all grease from the GRD.
- Do not return pumped wastewater back to the GRD.
- Collect the grease stored separately in grease bins or containers.
- Prevent FOG spills during collection and transporting. If spills occur, clean with dry methods using oil/grease absorbent pads.
- Train staff, especially vehicle operators, in proper BMPs.
- In accordance with the GWA FOG Hauler permit, FOG disposal shall be permitted only at a Guam EPA approved receiving station or at the GWA wastewater treatment facility, if or when this option becomes available at GWA's wastewater treatment plants. (At the present time, there are no receiving stations at GWA's wastewater treatment plants.)

Section 7

Inspection

Inspections have both outreach and enforcement components. They are important for instructing FOG generators on how best to prevent and minimize FOG discharges into the sanitary sewer system, as well as preventing violators from continuing or repeating non-compliance with the law. This section outlines inspection practices under the FOG program including inspection of FSEs, methods for identifying areas of the collection system to be inspected, conducting inspections, and inspection follow-up action (enforcement responses). Applicable regulations are found in Table 1, Section 2.3.

7.1 FSE Inspections

It is the FSEs responsibility to verify that the accumulation of combined solids, fats, oils, and grease do not exceed 25% of the liquid retention capacity of the GRD. The GRDs shall be checked regularly and the waste content (i.e., the accumulated fats, oils, grease, and solids) shall be appropriately disposed of by a permitted FOG Hauler. In accordance with permitting procedures, each FSE may be inspected by GWA for compliance with the permit, for maintenance of the GRDs, for application of BMPs, and for recordkeeping. Any violations of permit provisions or requirements, any infraction of BMPs, or observed failure to properly maintain the GRDs will be documented by the GWA inspector and noted on an inspection form (see Appendix X). Subsequent action shall follow the enforcement procedures described in Section 8 of this manual. Primary inspection elements are:

1. Operation and maintenance of GRDs,
2. Application of BMPs,
3. Waste oil storage and disposal, and
4. Record keeping.

GEPA inspects FOG Haulers and FOG treatment facilities in accordance with GEPA's requirements and permits. GEPA is not monitoring the introduction of FOG into the GWA sewer system. DPHSS inspects GRDs in FSEs to ensure they are installed and that they are operated as required by the FSE permit. GWA will inspect the GRDs at FSEs to ensure they are operated and maintained properly, including cleaning and pumping regularly and as necessary to comply with the 25 Percent Rule, to ensure that the GRD record-keeping is properly maintained, and to ensure that BMPs are followed. GEPA, DPHSS, and GWA will collaborate to share observations during their respective inspections that may lead to non-routine (other than annual) inspections. Customers will be notified of inspection results. Violations of appropriate FOG protocol and practices may require a follow-up inspection, at GWA's discretion. GWA will inspect all FSEs a minimum of once per year. Inspections may be more frequent for FSEs that are noncompliant, or located in hot spots or areas more susceptible to SSOs.

GWA is working with GEPA and DPHSS to enter a Memorandum of Understanding (see Appendix S: MOU) through which the three agencies will share inspection information, improved training for inspectors, and outreach and education related to the FOG program.

7.2 Home Food Industry Inspections

In accordance with permitting procedures, if customers have a home-based food enterprise operated from their premises, these residences are subject to annual inspections, like inspections of FSEs. Any violation or requirements, any infraction of BMPs, or observed failure to properly maintain the GRD, will be documented by the GWA inspector and noted on an inspection form (see Appendix X). Subsequent action shall follow the procedures for enforcement outlined in Section 8 of this manual. Primary inspection elements are as noted in Section 7.1. Customers will be notified of inspection results. Violation of applicable FOG practices may require a follow-up inspection.

7.3 Identifying Areas for Inspections

GWA routinely performs video inspection and cleaning of its sewer mains and records observed condition and debris removed, including the presence of accumulated grease. GWA identifies areas that have experienced a Sanitary Sewer Overflow (SSO). GWA also maintains a database of FSE customer locations. Together, this information is analyzed to monitor the performance of the sewer system. This information has revealed a high correlation between SSOs in areas where FSEs exist, but also in residential areas. GWA calls the most notorious locations "hot spots" and actively mobilizes a cleaning crew to these locations. Existing FOG contributors and the status of GRDs in this area will be the focus of the initial FOG elimination efforts by GWA. Moving forward, GWA will use information gathered through its FOG database to focus investigation locations. In the event of a SSO when the root cause is FOG, GWA Source Control Manager will conduct inspections of all FSEs located within 1,000 feet upstream and downstream from the SSO event, including home food industries in residential areas, as part of its SSO investigation. (Appendix BB: Reporting Requirements for Significant GWA Wastewater Utility Issues) As required under the NPDES permit, GWA will distribute door hangers to all residences within 1,000 feet upstream of any identified SSO.

Section 8

Enforcement

GWA shall exercise the enforcement provisions of this FOG manual in accordance with the authority provided under Title 28 of the GAR. This Section addresses violations of FOG waste material illegally discharged into the public sewer system. This Section reviews the provisions and fines associated with violations delineated in Title 28 GAR, including Sections 2101, 2103, 2105, 2120, and 2121.2. This section of the FOG program reinforces these applicable sections of Title 28 GAR. Violations of FOG control as delineated in this manual shall be accompanied by enforcement action as provided for below and appropriate sections of Title 28 GAR.

Any violation of the requirements of Sections 5, 6, and 7 of this manual is an enforceable action and subject to the provisions of this section. Fines will be assessed per day effective the day the violation is observed and the NOV is issued.

These following fines currently apply to all FSEs, FOG Haulers, and Industrial Users.

Table 8-1. Fines and Violations				
Violation	First Violation	Second Violation	Third Violation and SCO	Fourth Violation
USER FINES per day				
Permit				
Denial of the right of entry for inspection	NOV	\$700	\$1,500	Water Service Termination
No permit		\$500	\$750	
Maintenance Record/Cleaning, Inspection, Training Logs				
Not available	NOV	\$300	\$1,000	Water Service Termination
Incomplete		\$200	\$750	
Falsified	\$500	\$1,500	\$3,000	
Grease Removal Device				
Undersized and must be replaced	NOV	\$150	\$1,500	Water Service Termination
Foreign objects		\$250	\$750	
GRD Tampering		\$300	\$1,500	
Greater than 25% FOG and solids		\$300	\$1,500	
Best Management Practices				
Sink water temperature exceeds 140° F	NOV	\$125	\$550	Water Service Termination
"No Grease" signs not posted in appropriate locations		\$125	\$550	
Inadequate sink/floor GRDs	NOV	\$125	\$550	

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Table 8-1. Fines and Violations

Violation	First Violation	Second Violation	Third Violation and SCO	Fourth Violation
Lack of used oil containers or open containers		\$125	\$550	
Miscellaneous (see Section 6-1 for full list)	NOV	\$125	\$550	
FOG HAULER FINES per day				
Permit				
Special Conditions not met	NOV	\$1,500	\$5,000	Permit revoked
No permit		\$1,500	\$5,000	
Discharge Restriction Exceeded		\$1,500	\$5,000	
Prohibited Discharge		\$1,500	\$5,000	
Effluent Limits Exceeded		\$1,500	\$5,000	
Inappropriate FOG Removal or Handling		\$1,500	\$5,000	
Records				
Lack of Required FOG Disposal Records	NOV	\$1,500	\$5,000	Permit revoked
Non-registered FOG vehicles		\$1,500	\$5,000	
Falsified Information	\$500	\$1,500	\$5,000	
Best Management Practices				
Failure to completely pump out GDR	NOV	???	???	
Returning of pumped wastewater back to GRD	NOV			
Miscellaneous BPM (full list of BMP in Section 6.3)	NOV			

Notes: NA = Not applicable
NOV = Notice of Violation
SCO = Show Cause Order
Fines are per calendar day

As shown in the table above, violations may relate to permitting, maintenance records, the GRD, and BMPs. When GWA first observes a violation during a routine inspection, a Notice of Violation (NOV) is issued to the FSE, Industrial User, or FOG hauler. However, if an FSE or FOG Hauler falsify information submitted as part of the permitting, maintenance or inspections requirements of this program, a \$500 fine is issued for the first offense.

GWA will notify the violator of the schedule for repairs, typically ranging from 2 weeks to one month. FSEs also receive Non-Compliance Letters for each observed violation (example provided in Appendix J). Second and third offenses yield fines per violation per day. After the third occurrence, GWA will issue a Show Cause Order and the FSE customer/owner/manager must appear at GWA's Source Control Management office to explain ongoing violations. Failure to show up at this meeting results in water service termination. Any discharge of collected FOG

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from GRDs into the GWA public sewer system by a FOG Hauler shall result in immediate revocation of the FOG Hauler's permit. Any discharge of collected FOG from GRDs into a waterbody by a FOG hauler shall result in immediate revocation of the FOG Hauler's permit and referral to GEPA and US EPA.

Section 9

Reporting Requirements and Performance Indicators

9.1 Information Management System

The FOG Program will manage a large amount of information, such as FSE customers, sewage flow, permits, inspection records, enforcement documentation, and FOG Hauler manifests, among others. This information will be kept organized utilizing an FSE database and Information Management System. Currently, GWA uses a cloud base management software platform. The database will organize and sort account records, track activity, and help schedule inspections. The FOG database is the backbone for ensuring that the FOG program is properly managed and implemented. This web-based application enables GWA's Utility Compliance Inspectors, Source Control Manager, FSE management and staff to access information about the FSE and inspection results via the internet. GWA will conduct training for each of the FSE on the web-based application to enable them to update information on the FSE, GRD, maintenance/cleaning records. FSE BMP training and certification are also available via the web-based application. It is expected that maintenance/cleaning records can be downloaded directly by the FSE. The database will be populated based on the initial assessment discussed in Section 4. Subsequently, it will be used together with known problem areas (the Hot Spots – see Section 10) to start FOG abatement in targeted areas. Once the "Hot Spots" are resolved, the database will be used to monitor areas with high FOG potential so that inspections of GRDs and inspections of targeted sewer mains are ensured. The FOG database will be a tool to manage and monitor permit renewals and the impact of GRDs on sewer services.

Utility Compliance Inspectors under the FOG program, will record inspection activity and results as well as enforcement responses in the database. GWA will generate quarterly inspection reports from the database and send them to GEPA and DPHSS.

At a minimum, the database will include the following for each FSE and FOG haulers and will be updated annually by January 31.

- FSE name, address, phone number, and manager
- Property owner, address, phone number
- Type of food served
- GRD permit number
- DPHSS sanitary permit number
- GWA customer account number
- Monthly average water use
- Seating capacity or approximate number of employees

- Type of grease removal device & capacity
- Current FOG disposal method
- Name of contracted FOG Hauler
- GRD cleaning frequency
- Dates of GWA inspections (routine and follow-up ones)
- Results of GWA inspections (routine and follow-up ones)
- History of compliance
- Outreach performed at the FSE
- Whether or not FSE is in a hot spot
- GIS map
- History of CCTV performed in the area, if applicable
- Dates of GEPA or DPHSS inspections, if applicable

The database for FOG haulers will include the following information:

- Name of business, contact information, and point of contact.
- Means of collection and transporting FOG, including vehicle model, registration number, and capacity.
- Means of disposing FOG, including disposal location, disposal method, and type of waste. If you do not use GWA-developed standard operating procedure (SOP) for FOG disposal, the FOG Hauler shall submit another SOP for approval.
- Permit conditions for FOG collection; and
- Conditions for inspections of FOG Hauler trucks and the Discharge and treatment process.

9.2 Annual USEPA NPDES Reporting Requirement

GWA will send annual reports to USEPA due every February 19. The Source Control Manager will prepare the annual report on the status of GWA's FOG Program as required under GWA's NPDES permit. The following information shall be contained in the report:

- Copy of updated FOG database
- Description of SSOs or sewage clogging and area prioritization
- Summary of outreach performed
- Summary of inspection results
- FOG program budget and resources
- Analysis of FOG program performance and progress
- Copy of the updated FOG haulers database

9.3 Performance Indicators

Performance indicators help track the effectiveness of the FOG Program. These performance indicators will be recorded in the FSE Database and will be included in the annual FOG Program Report to the USEPA. The table below summarizes how GWA will measure these performance indicators and the goals for each one.

Table 9-1. Performance Indicators for FOG Program		
Performance Indicators	Methods of Measurement	Goal
Number of FOG-related SSOs.	Recorded in quarterly SSO reports.	Yearly reduction.
Number of FOG hot spots.	Amount of sewer (linear feet) that is classified as a FOG hot spot area. Tracked by Hot Spot Management Team.	Yearly reduction of these hot spots. Also reduction of linear footage by 10% annually.
Number of FSEs added annually.	Recorded in FSE database.	Include every existing FSE in the database. Only new ones need to be added.
Number of annual inspections.	Recorded in FSE database.	100%. Each FSE should be inspected annually at a minimum.
Number of annual non-compliance notifications or enforcement actions.	Recorded in FSE database and annual report.	Reduce by 15% annually.
Amount of violation penalties or fees collected.	Recorded in FSE database and annual report.	Goal of \$0 because no violations observed.
Annual quantities of FOG collected and disposed of.	Recorded in FOG Hauler Manifests and annual report.	Consistent quantities. No significant decreases or increases.
Annual update of FOG Program Manual.	Date of FOG Program Manual update.	Complete annually.
Number of GWA employees trained on FOG control.	Tracked by Source Control Manager and GWA HR.	Each inspector should be trained annually.
Number of FSE owners/managers and FOG Haulers trained on FOG control.	Tracked by Source Control Manager	All FSEs should have trained owners/managers. FOG Haulers should all be trained.
Number of outreach events.	Simple survey developed for effective measures.	Should be consistent or increasing each year. Results from survey.
Number of outreach materials (e.g., brochures, magnets, fact sheets, door hangers) distributed.	Survey to determine effectiveness.	Should be consistent or increasing each year. Results from survey taken.
Number of samples collected from grease traps or interceptors or FOG waste hauled to the wastewater treatment plant.	Tracked by Data Manager.	Should be consistent or increasing each year.
Wastewater treatment plant performance.	Tracked by Wastewater treatment plant operator.	Reduction in FOG-related incidents and improvements observed.

Notes: FOG = Fats, oils, and grease See Section 15 (References) Adapted from [4]

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Table 9-1. Performance Indicators for FOG Program

Performance Indicators	Methods of Measurement	Goal
<i>FSE = Food service establishment</i> <i>SSO = Sanitary sewer overflow</i>		

Section 10

FOG Problem Remedy

An assessment (following the initial assessment described in Section 4) shall be conducted by GWA every 3 years. The assessment analyzes progress and FOG reduction, re-establishes priority area for inspection and enforcement activity for FSEs and residential customers, and provides necessary data to determine if actions taken by the FOG program are effective. The assessment is also used to determine maintenance problem areas in the public sewer system to prevent the occurrence of SSOs and identify FOG-attributed problems.

GWA's existing Hot Spot Cleaning Program will be the starting point to identify and list FOG problem areas to prioritize identification of FOG-generating customers, FOG reduction through permitting, GRD enforcement, sewer cleaning and monitoring, and sewer evaluation. Maps of the Hot Spots are contained in Appendix V.

10.1 Hot Spot Cleaning

The current Hot Spot Cleaning Program was developed to meet the 2011 Court Order (Civil Case No. 02-00035) requirements and continues currently as a standard operation for the Wastewater Collection Division. Currently, GWA has not received full approval of the Hot Spot Action Plan from USEPA. Appendix K contains the Draft Hot Spot Cleaning Action Plan which outlines the requirements for hot spot identification, inspection, and cleaning. This plan currently identifies forty-seven hot spot areas. The FOG program will identify and begin to enforce installation of GRDs at the FOG generating customers (FSEs) in known Hot Spots first, followed by the remainder of the system not prone to SSOs.

10.2 Sewer Cleaning and CCTV

Prudent sewer system operation includes regular sewer cleaning. The 2011 Court Order mandated that GWA clean its entire wastewater collection system every five years and collect data on sewer condition. The Sewer Cleaning and CCTV Program continues currently as a standard operation for the Wastewater Collection Division. Data from the sewer cleaning reports and CCTV video cleaning will be made available to the FOG Source Control manager for review and incorporated into FOG system analysis and reporting.

10.3 SSO Reports

All SSOs are reported and included in the database. Aside from being used for reporting to EPA, this information is used to analyze FOG-related problems and to prioritize FOG program activity, such as inspections, public education, and outreach.

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10.4 Prioritization of Problem Areas

Known Hot Spots are prioritized based on severity of flow restriction, incidence of SSOs, and number of FSEs in the area. These Hot Spots are listed in priority order for attention under the new FOG program. These areas, by priority order, will receive the following activity:

- Sewer cleaning
- Identification of FSEs within the Hot Spot area
- Installation of GRDs at those FSEs
- FOG permitting of those FSEs

Subsequently, as regular monitoring through the FOG program inspections and system evaluation identifies other problem areas, they will be prioritized for additional activity per the criteria noted above.

Section 11

Public Outreach and Education

11.1 Public Outreach and Education Programs

Public outreach and education are critical to reducing the amount of FOG entering into GWA's public sewer system from residences, FSEs, and other service connections. GWA will rely on the FOG public outreach and education programs to mitigate the impact of FOG on GWA's sewer collection system.

GWA's outreach strategy will include developing appropriate material for targeted sectors of the community and utilize existing efforts such as the FOG radio and television commercials ("Don't Clog with FOG"), printed fliers for commercial kitchens, door hangers for residential customers, and regular quarterly village residential FOG pick up.

GWA's FOG public outreach and education program will focus on:

- the impact of FOG on the GWA System
- how FOG impacts the island's environment
- acceptable FOG handling, proper storage, and disposal
- BMPs for each sector of the community
- proper operation and maintenance of GRDs

GWA's FOG public outreach and education will target:

- Customers in Hot Spot areas (areas where there are frequent SSOs)
- Food industry members, such as FSE owners and employees including industrial users, Guam Hotel and Restaurant Association (GHRA) members, tour operators, Chamber of Commerce, and Rotary Clubs
- FOG Haulers
- Government agencies, including local and federal agencies such as GEPA, DPHSS, and DPW, Guam Community College, and Department of Defense agencies such as at Andersen Air Force Base
- General public

The program will consist of the following:

- Distribution of door hangers, fliers, and posters - especially in areas impacted by FOG-related blockages and SSOs
- Distribution of information through GWA billing
- Working with media outlets for paid advertisements and Public Service Announcements in print, radio, and television

- Participation in local fairs, mall exhibits, and public events
- Dissemination of information through GWA social media
- Presentations to community groups, such as members of the Guam Hotel and Restaurant Association and Rotary Associations
- Conducting workshops and training for FSE kitchen staff
- Presentations to other inspectors who have an interest in FOG, such as Guam Environmental Protection Agency, Environmental Health Division of the Department of Public Health and Social Services, and the Guam Solid Waste Authority
- Collaborate with Guam Solid Waste Authority to increase public awareness of free FOG disposal at the household hazardous waste facility.
- Collaboration with local organizations such as Guam Chamber of Commerce, the Chinese Chamber, Contractors License Board, and the Western Pacific Subsection of the American Water Works Association, Hawaii Section
- Collaboration with the Guam Community College for integration of FOG into the Health Certificate Program

Samples of outreach materials are found in Appendix L.

Table 11-1. Public Outreach and Education Programs

Audience	Issue	Primary Message	Outreach Method	Indicator of Success	Responsible GWA Personnel
Public Outreach Program					
General Public	FOG impacts not only GWA but SSO can cause risk of health and safety and environmental hazards	Spills from SSOs get into our homes, streets, rivers, and our ocean.	Community event booths Public area booths Outreach material distribution GWA website Public service announcement Social media.	Number of events attended Number of outreach materials distributed Number of public service announcements Number of social media or website posts.	GWA Communications Department GWA Source Control Management Team.
Focused Outreach Program					
Government Agencies	Limited staff resources make it hard to conduct all the required inspections. Collaborating will reduce FOG discharges, meet requirements, and enable enforcement associated with permit/certificate issuances.	Sharing information and improved collaboration will make each of our jobs easier.	Open channels of communication Sharing of information related to inspections and FSEs Coordinating enforcement strategies Training inspectors at other agencies Quarterly "Lessons Learned" meetings	Number of "Lessons Learned" meetings and seminars with government agencies and training groups Number of times communicated with other agencies and groups Number of inspections conducted due to notifications from other agencies.	GWA Source Control Management Team GWA Legal Team for enforcement matters GWA General Manager for management matters.
Residents	FOG-related SSOs, clogs, and backups can increase hazards in residential	Disposing of FOG appropriately will reduce SSO incidents and protect your home from sewage backups	Leaflet materials and door hangers Informational booths at community events	Number of leaflet materials and door hangers distributed	GWA Communications Department GWA Source Control Management Team

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Table 11-1. Public Outreach and Education Programs

Audience	Issue	Primary Message	Outreach Method	Indicator of Success	Responsible GWA Personnel
	communities. GWA rates will increase due to FOG.	and SSOs, and help control rising sewer rates.	Social media/internet.	Number of community events attended Number of posts on social media or emails sent.	GWA Legal Team for enforcement matters.
Food Industry Members	Improved enforcement of FOG control at FSEs will reduce FOG-related SSOs and back-ups that disrupt business operations and increase risk to the public and employees.	Protect your employees, customers, equipment, and the environment from FOG impacts. Maintaining your grease traps/ interceptors to prevent sewer backups will reduce business costs.	Inspecting the FSE's GRD Training FSE owners and employees about kitchen BMPs and grease removal device operation and maintenance Distributing outreach materials such as brochures and posters Presentations and booths at restaurant organizations events.	Number of FSEs inspected Number of visits to FSEs to provide BMP training Number of FSEs instructed on how to monitor grease removal device Number of outreach materials distributed Number of presentations and booths at restaurant organizations events.	GWA Communications Department GWA Source Control Management Team GWA Engineering for GRD sizing GWA Legal Team for enforcement matters.
FOG Haulers	Proper disposal of grease will reduce cost and improve service to customers.	Protect your local wastewater treatment plant and environment from FOG impacts.	Training and informational workshops Inspecting treatment processes Distributing outreach materials such as brochures and posters.	Number of training and informational workshops Number of FOG Haulers instructed during routine inspections Number of outreach materials distributed.	GWA Source Control Management Team Wastewater treatment plant personnel GWA Legal Team for enforcement matters.

Notes: *BMP = Best management practice*
FOG = Fats, oils, and grease
GRD = Grease removal device
GWA = Guam Waterworks Authority
SSO = Sanitary sewer overflows

11.2 Collaboration with Government Agencies

Included in the Memorandum of Understanding among GWA, GEPA, and DPHSS (see Appendix S) are terms establishing coordination, sharing of inspection information, supporting development of an FSE database, sharing of outreach materials, and other activities. Outreach with government agencies includes the following:

- Open channels of communication among agencies (notifying an enforcement authority [GWA or GEPA] when violations or potential violations are encountered)
- Sharing of information related to inspections and FSEs
- Coordinating enforcement strategies
- Cross-training inspectors from other agencies
- Quarterly “Lessons Learned” meetings

Section 12

Training

GWA requires training for GWA Utility Compliance Inspectors, GWA staff, FSE owners and employees, and FOG Haulers. It is important to make sure that FSEs are aware of their legal requirements and responsibilities to ensure a safe and clean facility and assist with keeping the public sewer system infrastructure free of FOG. Training will be conducted for FSE owners and employees regarding kitchen BMPs, proper GRD design, and GRD operation and maintenance (O&M). A certificate of completion will be issued to trained inspectors. Additional training is available via GWA's online software The FOG BMP™.

12.1 GWA Staff Training

Training for GWA staff consists of the following components:

- FOG Program requirements and updates
- Summary of inspection results in the previous quarter
- Identification of unresolved violations to-date
- Review of inspection procedures
- Performance indicators
- Summary of outreach performed
- Discussion on issues and lessons learned

12.2 FSE Owner and Employee Training

There will be two types of training required for FSE employees:

- Initial training of FSE owners and managers by GWA (see Appendix M)
- Initial and ongoing training of FSE employees by FSE owners and managers (see Appendix N).

Through collaboration with DPHSS and GEPA, GWA will hold training sessions with FSE owners and employees to instruct them on the importance of the FOG Program. These sessions will include a background of FOG and its impacts, and legal requirements that pertain to the FSE, kitchen BMPs, and O&M of GRDs. GWA will also provide guidance for FSE owners and managers on how to develop and implement FOG training for employees at FSEs. Appendix M is a sample form used to certify that FSE owners and managers have completed FOG training [1]. Appendix N is a sample form certifying that FSE owners and managers understand the training they are to provide to their employees [1].

It is expected that FSE owners and managers will be responsible for training FSE employees on proper FOG control. They should provide initial training for current employees and establish a schedule for ongoing training sessions. New employees should also be trained before their start

date. Appendix O provides log sheets that show FOG training completion for each employee. Appendix G contains kitchen BMPs, and Appendix P is a tracking log of employee training for O&M of GRDs [1]. FSEs that demonstrate compliance with the FOG Program and successfully complete training for the owner(s), manager(s), and employee(s) will receive a Certificate of Stewardship (Appendix Q).

12.3 FOG Hauler Training

Training for FOG Haulers shall consist of the following topics:

- FOG Program requirements and permitting
- GRD Inspections and identification of deficiencies
- FOG Hauler Manifest and recordkeeping
- Best Management Practices

Through collaboration with GEPA, GWA will hold training sessions with FOG Hauler company owners and their employees to instruct them on the importance of proper FOG handling, treatment, and disposal as well as the GWA's FOG Program. These sessions will include a background of FOG and its impacts, and legal and permit requirements that pertain to FOG Haulers, BMPs, disposal restrictions and treatment requirements. Appendix AA contains the following forms:

- GRD Inspection Training for Fog Haulers
- Initial Training of FOG Haulers
- Tracking Log of GRD Inspection Training

These forms can be used to certify that FOG Hauler owners and employees understand the FOG Program, understand the requirements of GRD inspection, FOG Hauling BMPs, and disposal requirements. FOG Haulers that demonstrate compliance with the FOG Program and successfully complete training for the owner(s) and employee(s) will receive a Certificate of Stewardship (Appendix Q).

Training - FSE can receive virtual training, free of charge on GWA's online FOG software applications, The FOG BMP™. All staff of FSE are recommended to take the training that is available. Certification of completion is provided to all staff who complete the training and pass the test.

Section 13

Program Resources

13.1 Staffing and Management

Sufficient staffing is needed for administration, training, inspection, and enforcement aspects of the FOG Program. The Source Control Manager provides oversight of the FOG Program, manages the budget, coordinates with other groups and agencies, reviews the program for improvements, manages FOG permitting, tracks inspections and sample collection, evaluates inspection reports and sample results, keeps the database and records up-to-date, and works with wastewater collection operation personnel to address FOG issues in the collection system and wastewater treatment plant. The Compliance Inspectors are primarily responsible for conducting inspections (Appendix I details FSE inspection standard operating procedure), following up with violations, and initiating enforcement actions.

Table 13-1. Staff Position and Responsibilities	
Staff Position	Staff Responsibilities
Source Control Manager	Management of overall FOG Program Regulatory oversight when violations are observed Development of training program Oversight of FSE database and information management system Coordination with other government agencies, Hot Spot Management Team, and CCTV crew Management and tracking of budget Coordination and planning of outreach events Management of forms from FSEs, FOG Haulers, and the wastewater treatment plant (includes permits, manifests, and training completion certificates) Review inspections and violations records
Compliance Utility Inspectors	Training of FSE staff, owners, and managers, and FOG Haulers Inspection of FSEs, GRDs, and FOG Haulers Enforcement of regulations when violations are observed Update FSE database Manage sampling efforts Work with FSE staff to determine if sampling results indicate violations
Wastewater Treatment Plant Operator	Monitor FOG Haulers during FOG disposal Report to Source Control Manager when violations observed

Notes: *BMPs = Best management practices*
CCTV = Closed-circuit television
FOG = Fats, oils, and grease
FSE = Food service establishment

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

Guam Waterworks Authority
Fats, Oils, and Grease (FOG) Program



Section 13

The budget for the operation of the Source Control Program includes personnel, supplies and tools, contractual services for production of training and outreach material, and equipment and supplies. Budgets are updated and submitted to the Assistant General Manager of Compliance and Safety every January for the upcoming FY.

Section 14

FOG Haulers

14.1 FOG Impacts on the Wastewater Treatment Plant

GAR Title 28 prohibits uncontrolled or untreated FOG discharge at GWA wastewater treatment plants. FOG Haulers are prohibited from discharging FOG waste into GWA's wastewater treatment plants. They must treat the waste collected from GRDs at a GEPA permitted treatment facility. Effluent from a FOG treatment facility may be discharged into the GWA public sewer system provided it is adequately treated to remove all FOG solids in accordance with GAR Title 28 Section 2120.1(e)(viii) and (ix). FOG Hauler wastewater will fall under the pre-treatment requirements for Industrial Users per the Pretreatment Program as provided for under the amendments to GAR Title 28. GWA's long-term goal is to provide infrastructure for processing FOG at one of its wastewater treatment plants in the future. At the present time, there are no FOG receiving stations at GWA's wastewater treatment plants.

FOG Haulers are responsible for proper collection and disposal of FOG. It is crucial that they are properly trained and aware of appropriate FOG management. Violation of proper handling of FOG will result in denial or revocation of a FOG Hauler's permit in accordance with GAR Title 28 Section 2120.1(e)(1)(xiv).

FOG Haulers are required to complete the FOG Hauler Manifest (Appendix Y) during each FOG collection event per Section 5. The manifest allows for the removed FOG to be documented and tracked. A copy of each manifest should be kept at the FOG Hauler facility for a period of 3 years. These manifests may be requested for review during a FOG Program inspection by GWA.

FOG Hauler requirements are contained in the following sections of this manual as tabulated below.

Section	Title
3.0	Definition and Nomenclature
5.3	Permit Requirements for FOG Haulers
5.5.1	GRD Inspection and Cleaning
5.5.2	FOG Handling and Disposal
6.3	BMPs for FOG Haulers
8	Enforcement: FOG Hauler Fines
11	Public Outreach and Education
12	Training

Guam Waterworks Authority
Fats, Oils, and Grease (FOG) Program

Section 15

References

- [1] CH2M HILL, "Fats, Oil, and Grease (FOG) Management Program," City of Tuscaloosa, Alabama, Tuscaloosa, 2012.
- [2] Seattle Public Utilities, "Fats, Oils and Grease Disposal for Restaurants and Businesses," 15 July 2008.
[Online]. Available: https://www.seattle.gov/util/cs/groups/public/@spu/@conservation/documents/webcontent/spu01_003873.pdf. [Accessed 15 July 2017].
- [3] Guam Waterworks Authority, "A Guide for Restaurants and Food Service Establishments, Don't Clog with FOG," Guam Waterworks Authority, Guam, 2017.
- [4] Jacobs Engineering Group Inc., "Fats, Oils, and Grease (FOG) Management Program," Guam Waterworks Authority, 2014.
- [5] The International Association of Plumbing and Mechanical Officials, "Uniform Plumbing Code Chapter 10: *Traps and Interceptors*. table 1014.3.6."

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

Guam Waterworks Authority
Fats, Oils, and Grease (FOG) Program





CONSOLIDATED COMMISSION ON UTILITIES

Guam Power Authority | Guam Waterworks Authority

P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

REGULAR BOARD MEETING

CCU Conference Room, Gloria B. Nelson Public Service Building

5:30 p.m., Tuesday, October 28, 2025

AGENDA

1. **CALL TO ORDER**
2. **APPROVAL OF MINUTES**
3. **PUBLIC COMMENTS** (Limit to 2 Minutes)
4. **GPA**
 - 4.1. GM Report
 - 4.2. Financial
 - 4.3. **GPA Resolution No. FY2026-01** - Relative to Authorizing the Guam Power Authority to Proceed with Ukudu Power Plant Contractual Options
 - 4.4. **GPA Resolution No. FY2026-02** - Authorizing the Approval and Issuance of \$300 Million in Revenue Bonds
5. **GWA**
 - 5.1. GM Report
 - 5.2. Financial
 - 5.3. **GWA Resolution No. 01-FY2026** – Relative to Approving the Guam Waterworks Authority Fiscal Year 2026 Operations and Maintenance Budget
 - 5.4. **GWA Resolution No. 02-FY2026** – Relative to Approving the Adoption of a Comprehensive Fats, Oil, and Grease Control Program Pursuant to Paragraph 40 of GWA’s Partial Consent Decree in Civil Case No. 24-00004
6. **OTHER DISCUSSION**
7. **ANNOUNCEMENT**
 - 7.1. Next CCU Meetings: November 17, 2025 – CCU Special Meeting, 8:30 AM
November 18, 2025 – GWA Work Session, 8:30 AM
November 20, 2025 – GPA Work Session, 8:30 AM
November 25, 2025 – CCU Regular Board Meeting, 5:30 PM
8. **EXECUTIVE SESSION**
 - 8.1. GWA Litigation Matters
9. **ADJOURNMENT**



CONSOLIDATED COMMISSION ON UTILITIES

Guam Power Authority | Guam Waterworks Authority

P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

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CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
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GWA RESOLUTION NO. 02-FY2026

**RELATIVE TO APPROVING THE ADOPTION OF A COMPREHENSIVE FATS, OIL,
AND GREASE (FOG) CONTROL PROGRAM PURSUANT TO PARAGRAPH 40 OF
GWA'S PARTIAL CONSENT DECREE IN CIVIL CASE NO. 24-00004**

WHEREAS, under 12 G.C.A. § 14105, the Consolidated Commission on Utilities (“CCU”) has plenary authority over financial, contractual, and policy matters relative to the Guam Waterworks Authority (“GWA”); and

WHEREAS, the Guam Waterworks Authority (“GWA”) is a Guam Public Corporation established and existing under the laws of Guam; and

WHEREAS, more than 50% of GWA’s sanitary sewer overflows (SSOs) are caused by the improper disposal of Fats, Oil, and Grease (FOG), which cause blockage and sewage overflows in GWA’s wastewater collection system. SSOs pose a significant risk to public health and to the environment. To mitigate these risks, GWA is required to implement a FOG program aimed at reducing the introduction of FOG into the wastewater collection system and preventing associated impacts throughout GWA’s wastewater system; and

WHEREAS, GWA is required to implement and enforce grease control measures in accordance with the requirements of the National Pretreatment Program under Title 40 Code of Federal Regulations (CFR) Part 403, and under the National Pollutant Discharge Elimination System (NPDES) Permit Program, through the development of a comprehensive FOG Program; and

WHEREAS, under the terms of the Partial Consent Decree, GWA is required to submit to the United States Environmental Protection Agency (USEPA) for review and approval a comprehensive FOG Control Program within 90 days of the effective date. The USEPA

1 approved a form of GWA's FOG Control Program on August 8, 2025 (see the USEPA-approved
2 FOG Control Program Rules and Manual attached at Exhibit A); and

3
4 **WHEREAS**, the USEPA-approved FOG Control Program Rules permits GWA to
5 perform inspections that include both outreach and enforcement components;

6
7 **WHEREAS**, the USEPA-approved FOG Control Program Rules further includes
8 proposed fines and fee schedules for progressive violations at Exhibit A, Section 8, Table 8-1;

9
10 **WHEREAS**, pursuant to § V. COMPLIANCE REQUIREMENTS §§ (D)
11 PRETREATMENT PROGRAM, Paragraph 40; Fats, Oil and Grease Control Program of the
12 Partial Consent Decree in Civil Case No. 24-00004, GWA is required to submit its
13 comprehensive FOG Control Program Rules to comply with 40 C.F.R. Part 403, to the Guam
14 Legislature, within six months of the approval by USEPA, and for adoption pursuant to Guam's
15 Administrative Adjudication Act; and

16
17 **WHEREAS**, to effectively implement the approved FOG Control Program Rules, GWA
18 must revise relevant sections under the existing Guam Administrative Rules and Regulations
19 (GAR) Title 28 (Public Utilities), Chapter 2, (Guam Waterworks Authority), Article 1 (Rate and
20 Services); and

21
22 **WHEREAS**, in accordance with Guam's Administrative Adjudication Act, if approved
23 by the CCU, GWA will conduct a public hearing on the implementation and the adoption of its
24 comprehensive, FOG Control Program and the proposed amendments to GAR Title 28, before
25 submitting the proposed amendments to Title 28 and adopted program rules to the Guam
26 Legislature for adoption. Attached at Exhibit B is a copy of the proposed amendments to Tile 28,
27 Chapter 2, Article 1. and

28
29 **NOW BE IT THEREFORE RESOLVED**, the Consolidated Commission on Utilities
30 does hereby approve the following:
31

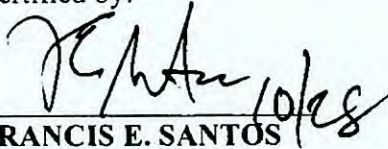
1. The recitals set forth above hereby constitute the findings of the CCU.
2. The CCU finds that the implementation of a comprehensive Fats, Oil, and Grease (FOG) Control Program is necessary to reduce sanitary sewer overflows, protect public health and the environment, and ensure compliance with the requirements of the Partial Consent Decree and applicable federal regulations, including 40 C.F.R. Part 403.
3. The CCU hereby authorizes the adoption of a form of the Comprehensive FOG Control Program and Rules and its schedule of fees for fines and violations, at Exhibit A, as approved by the United States Environmental Protection Agency (USEPA) on August 8, 2025, in fulfillment of Paragraph 40 of the Partial Consent Decree in Civil Case No. 24-00004.
4. The CCU hereby further authorizes the management of GWA to initiate the rulemaking process in accordance with Guam's Administrative Adjudication Act, including conducting public hearings, accepting public testimony, and preparing the finalized program rules, at Exhibit A, and proposed changes at Exhibit B, to Title 28, Chapter 2, Article 1 for transmittal and adoption by the Guam Legislature in fulfillment of Paragraph 40 of the Partial Consent Decree in Civil Case No. 24-00004.
5. The CCU further authorizes GWA management to notify or petition the Guam Public Utilities Commission (PUC) for approval under the PUC's Contract Review Protocol, if necessary, before adopting the schedule of fees and fines for all FOG violations.

RESOLVED, that the Chairman certified, and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED, this 28th day of October, 2025.

Certified by:

Attested by:


FRANCIS E. SANTOS
Chairperson


MELVIN F. DUENAS
Secretary

SECRETARY'S CERTIFICATE

I, **MELVIN F. DUENAS**, Board Secretary of the Consolidated Commission on Utilities as evidenced by my signature above do hereby certify as follows:

The foregoing is a full, true and accurate copy of the resolution duly adopted at a regular meeting by the members of the Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

AYES:	<u>5</u>
NAYS:	<u>0</u>
ABSENT:	<u>0</u>
ABSTAIN:	<u>0</u>



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Issues for Decision

Resolution No. 02-FY2026

Relative To Approving the Adoption of a Comprehensive Fats, Oil, And Grease (FOG) Control Program Pursuant to Paragraph 40 Of GWA's Partial Consent Decree in Civil Case No. 24-00004.

What is the project's objective and is it necessary and urgent?

GWA's current rules and regulations do not clearly define the role, responsibilities, and requirements for Food Service Establishments (FSEs), FOG Haulers, and any other facilities that have the potential to discharge FOG into GWA's Publicly Owned Treatment Works (POTW). At present, the installation of a Grease Removal Device (GRD) is only required if deemed necessary by GWA's Permit Engineer to properly handle grease entering GWA's wastewater collection system. In addition, the current rules and regulations do not provide proper guidance and requirements for FOG Haulers.

Currently, any violation related to improper grease management may result in the water service being shut off to the FSE. This poses a great financial burden on the FSE, and in some instances, businesses have shut down. The adoption of the FOG Control Program would set uniform requirements for all customers using GWA's wastewater collection and treatment systems to meet FOG Control Program requirements to implement and enforce grease control measures set forth by the Clean Water Act, the National Pretreatment Program (40 CFR Part 403), and the NPDES Permit Program. The adoption of the FOG Control Program will address illegal discharges of FOG waste into the public sewer system. It would also provide a structured process for GWA to work collaboratively with FSEs in managing grease removal devices (GRDs) to achieve compliance. This program would empower GWA to enforce regulations more effectively, implement a system of progressive penalties for non-compliance, and ensure proper management of FOG across the island.

GWA will be able to execute the FOG Control Program through regulations, permitting, public education, inspections, and enforcement. The FOG Control Program is also intended to assist customers in effectively managing and reducing the amount of fats, oils, and grease being discharged from their premises through proper training and through public outreach and education.

Under the terms of Paragraph 40 of GWA's Partial Consent Decree in Civil Case No. 24-00004, GWA was required to submit to the United States Environmental Protection Agency (USEPA) for review and approval a FOG Control Program within 90 days of the effective date. The manual was timely submitted and USEPA approved GWA's FOG Control Program on August 8, 2025 and pursuant to the Partial Consent Decree, GWA is now required to submit to the Guam Legislature, within six months of the approval by USEPA the proposed FOG program rules and program for adoption into Title 28, Chapter 2, Article 1 pursuant to Guam's Administrative Adjudication Act.

Before submission to the Guam Legislature, GWA is required seek board approval, hold a public hearing, conduct an economic impact analysis, and submit a complete package of all proposed rules to the Attorney General and the Governor of Guam for approval.

GWA must submit the FOG Control Program and the relevant changes to GAR Title 28 to the Guam Legislature no later than **February 8, 2026**.

Where is the location?

The FOG Control Program would apply across the island where FSEs are located.

How much will it cost?

There is no cost impact expected to GWA.

When will it be completed?

Once adopted by the Guam Legislature, the FOG Control Program and the revised Title 28 will be effective immediately after the 90 calendar days from the date of filing with the Legislature have elapsed.

What is the funding source?

There is no cost impact expected to GWA.

The RFP/BID responses (if applicable):

N/A

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

Notices

DiAL HELP TO GROW & AFFAIR **SHOP ONLINE** Browse Our Selection **CLICK TO SHOP**

GWA Hearing Nov. 17

NOV 17, 2025 11:55 AM

SHARE



GUAM WATERWORKS AUTHORITY
 Glorita B. Nelson Public Service Building, 688 Route 15, Mangilao, Guam 96913
 P.O. Box 20118, Hagåtña, Guam 96921
 Tel. No. (671) 325-6545 Fax No. (671) 325-5290

NOTICE OF PUBLIC HEARING

The Guam Waterworks Authority (GWA), in accordance with the Administrative Adjudication Law (5 G.C.A. Ch. 9), will hold a public hearing on November 17, 2025, at 10:00 a.m. to receive comments on the implementation of GWA's Comprehensive Fats, Oils, and Grease (FOG) Program and the proposed amendments to Guam Administrative Rules, Title 28, Chapter 2, Article 1. The hearing will be held on the 3rd Floor, CCU Board Room, inside the Glorita B. Nelson Public Service Building at 688 Route 15, Mangilao, Guam. GWA's FOG Program shall limit GWA customers to effectively manage and reduce the amount of fats, oils, and grease being discharged from their premises into GWA's wastewater system. If proposed rules are adopted, GWA will further be administering inspections and inspections have both outreach and enforcement components. Enforcement components include proposed fines for progressive violations.

The public is invited to submit written or oral testimony at the hearing, or it may submit electronic testimony via email to fogproject@guamwaterworks.org on or before the date of the hearing. Written testimony after the hearing may also be submitted in person to the Guam Waterworks Authority, Legal Division, 3rd Floor, Glorita B. Nelson Public Service Building at 688 Route 15, Mangilao, Guam, or via email to fogproject@guamwaterworks.org up to 14 calendar days following the November 17 hearing date.

Copies of the FOG Program and the proposed amendments to Title 28 may be picked up or examined at the Guam Waterworks Authority, 1st Floor, Customer Service Department, Glorita B. Nelson Public Service Building, 688 Route 15, Mangilao, Guam 96913 from 8 a.m. to 5 p.m. or viewed online at <http://www.guamwaterworks.org/proposed-rules/>.

by Christopher C. Buda
 Miguel C. Bordallo, PE
 General Manager

SHARE

JOB ANNOUNCEMENT

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 Tel. No.: (671) 300-6846/48 Fax: (671) 648-3290

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

Mayors' Council of Guam

Konsehalon Mabol Guahan



The Mayor's Council of Guam will hold a Regular Meeting on Wednesday, November 5, 2025, at 10:00 A.M. at the Mayors' Council of Guam Conference Room, Bldg. F, 2nd Floor, in the J&G Commercial Center, Hagåtña.

AGENDA

- | | |
|---|--|
| I. Call to Order | VIII. Board and Commissions |
| II. Roll Call | IX. Unfinished Business |
| III. National Anthem and Guam Hymn | A. Island Wide Environmental Clean-up Program |
| IV. GUEST SPEAKERS | B. Senior Center Operations |
| A. Department of Public Health, Division of Senior Citizens | X. New Business |
| V. Approval of October Minutes | A. Village Infrastructure and Economic Assessment Grant (CDLO) |
| VI. Approval of Treasurer's Report | XI. Announcements |
| VII. Executive Director's Report | XII. Adjournment |

RESCHEDULED

Join Zoom Meeting:

<https://us02web.zoom.us/j/81879758161?pwd=czovKMTPIyDi8qMiR2n43Sda3SnYLR.1>
 Meeting ID: 818 7975 8161 Passcode: 782212

This meeting will be live-streamed on the Mayors' Council of Guam YouTube channel. Individuals requiring special accommodations may contact Beatrice "Bing" Cruz at E-mail: mcogadmin@teleguam.net or call (671) 472-6940. This ad was paid for with government funds by the Mayors' Council of Guam.

Mayors' Council of Guam

Konsehalon Mabol Guahan



The Mayor's Council of Guam will hold a Regular Meeting on Monday, November 10, 2025, at 10:00 A.M. at the Mayors' Council of Guam Conference Room, Bldg. F, 2nd Floor, in the J&G Commercial Center, Hagåtña.

AGENDA

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|---|--|
| I. Call to Order | VIII. Board and Commissions |
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THE PACIFIC DAILY NEWS

Friday, October 31, 2025

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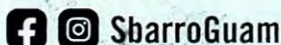
SHIFT SUPERVISOR

TEAM MEMBER: SERVER/CASHIER

TEAM MEMBER: PIZZA MAKER

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APPLICATION FORM



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THIS ADVERTISEMENT WAS PAID WITH GOVERNMENT FUNDS BY: MAYORS' COUNCIL OF GUAM (MCOG)

Invitation For Bid

Bid No: IFB MCOG-25-005
 For: Office Space Lease for MCOG
 Bid Opening: November 21, 2025 Time: 10:00 a.m.
 Location to submit: 215A Chalan Santo Papa Road, Suite 111F, Hagåtña Guam 96910

The Mayors' Council of Guam (MCOG) is issuing this Invitation for Bid # MCOG 25-005 for **Office Space Lease for MCOG**.

A PDF copy of the bid packet is available to download at www.mcog.guam.gov or a hard copy can be obtained at the MCOG Office 215A Chalan Santo Papa Road, Suite 111F, Hagåtña Guam 96910 from 8:00 a.m. - 5:00 p.m., Monday through Friday, beginning **Friday, October 31, 2025, until Friday, November 21, 2025**.

Bidders must register their current contact information with the Mayors' Council of Guam (MCOG) to ensure they receive any notices regarding changes or updates to the IFB. The Mayors' Council of Guam (MCOG) will not be liable for failure to provide notice to any party who did not register current contact information.

The Mayors' Council of Guam (MCOG) reserves the right, in its sole and absolute discretion, to reject any and all bids, cancel in its entirety, or waive informalities and minor irregularities in the bids, which in its sole and absolute judgement, will under all circumstances best serve the Government's interests. This right to reject and/or cancel is pursuant to Procurement Regulation 3115 (d)(2)(A).

/s/ JoyJean R. Arceo
 EXECUTIVE DIRECTOR

GUAM WATERWORKS AUTHORITY
 Gloria B. Nelson Public Service Building 688 Route 15 Mangilao, Guam 96913
 P.O. Box 3010, Hagåtña, Guam 96932
 Tel. No. (671) 300-6846/48 Fax No. (671) 548-3290

NOTICE OF PUBLIC HEARING

The Guam Waterworks Authority (GWA), in accordance with the Administrative Adjudication Law (5 G.C.A. Ch. 9), will hold a public hearing on November 17, 2025, at 10:00 a.m. to receive comments on the implementation of GWA's Comprehensive Fats, Oils, and Grease (FOG) Program and the proposed amendments to Guam Administrative Rules, Title 28, Chapter 2, Article 1. The hearing will be held on the 3rd Floor, CCU Board Room, inside the Gloria B. Nelson Public Service Building at 688 Route 15, Mangilao, Guam. GWA's FOG Program shall assist GWA customers to effectively manage and reduce the amount of fats, oils, and grease being discharged from their premises into GWA's wastewater system. If proposed rules are adopted, GWA will further be administering inspections and inspections have both outreach and enforcement components. Enforcement components include proposed fines for progressive violations.

The public is invited to submit written or oral testimony at the hearing, or it may submit electronic testimony via email to fogproject@guamwaterworks.org on or before the date of the hearing. Written testimony after the hearing may also be submitted in person to the Guam Waterworks Authority, Legal Division, 3rd Floor, Gloria B. Nelson Public Service Building at 688 Route 15, Mangilao, Guam, or via email to fogproject@guamwaterworks.org up to 14 calendar days following the November 17 hearing date.

Copies of the FOG Program and the proposed amendments to Title 28 may be picked up or examined at the Guam Waterworks Authority 1st Floor, Customer Service Department, Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, Guam 96913 from 8 a.m. to 5 p.m. or viewed online at <http://www.guamwaterworks.org/proposed-rules/>.

Miguel C. Bordallo, PE
 General Manager

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

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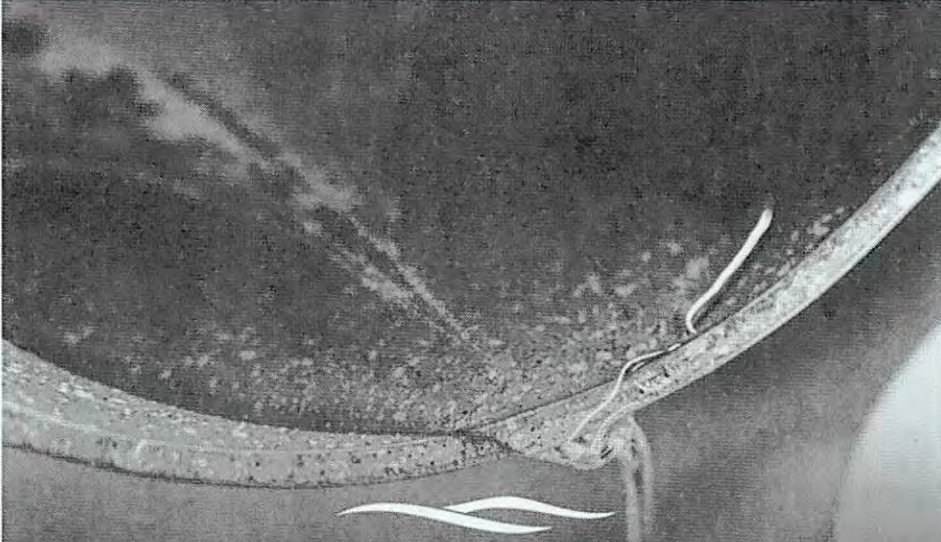


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GUAM WATERWORKS AUTHORITY


Public Hearing Notice: Fats, Oils, and Grease (FOG) Program Rules

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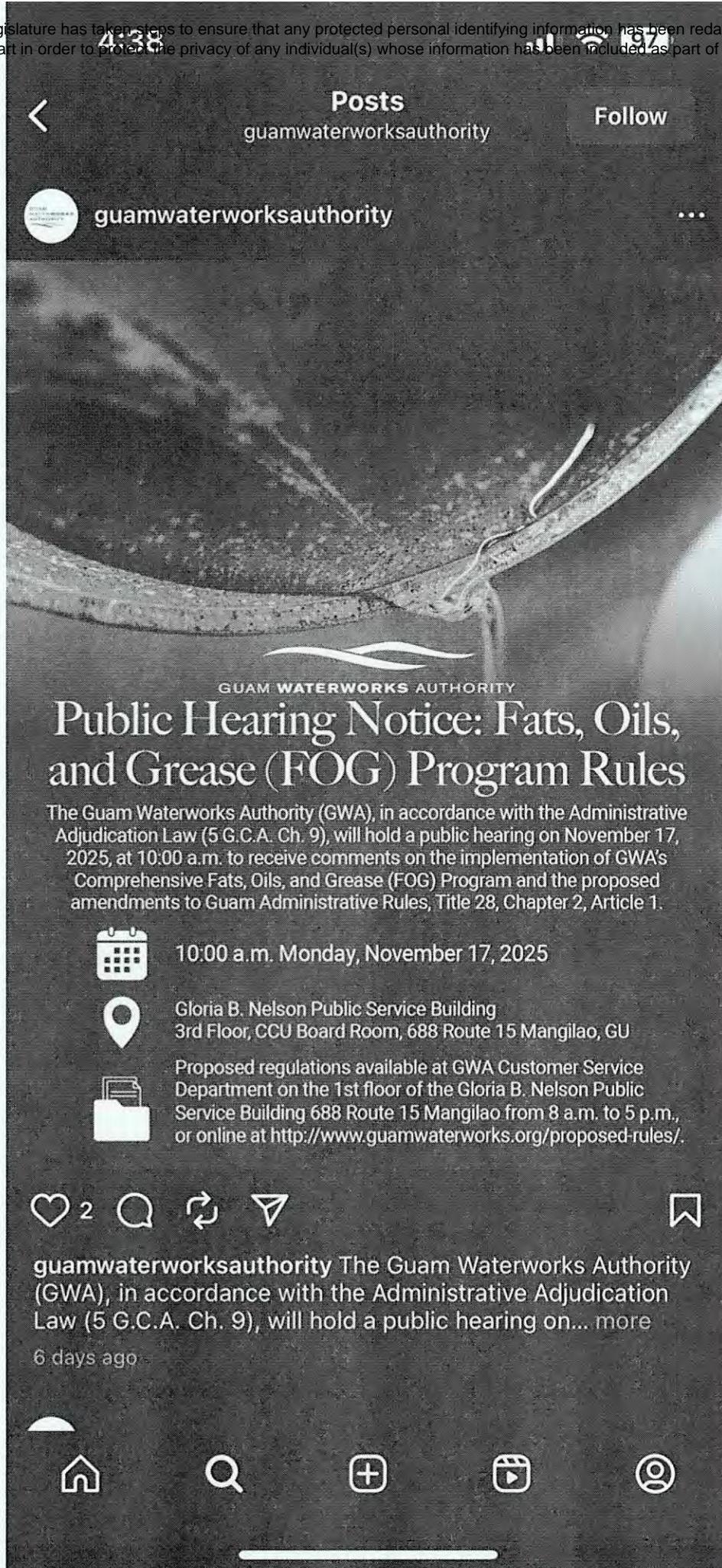
-  10:00 a.m. Monday, November 17, 2025
-  Gloria B. Nelson Public Service Building
3rd Floor, CCU Board Room, 688 Route 15 Mangilao, GU
-  Proposed regulations available at GWA Customer Service Department on the 1st floor of the Gloria B. Nelson Public Service Building 688 Route 15 Mangilao from 8 a.m. to 5 p.m., or online at <http://www.guamwaterworks.org/proposed-rules/>.

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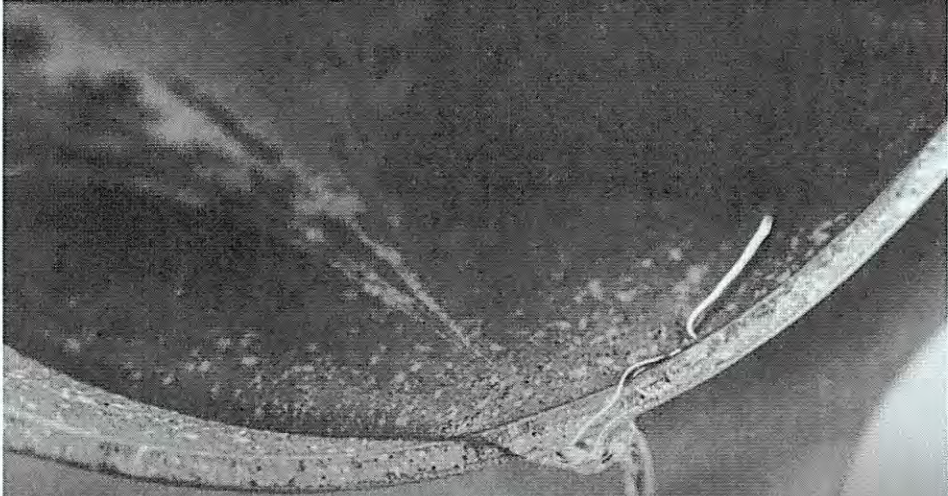
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GUAM WATERWORKS AUTHORITY

Public Hearing Notice: Fats, Oils, and Grease (FOG) Program Rules

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10:00 a.m. Monday, November 17, 2025



Gloria B. Nelson Public Service Building
3rd Floor, CCU Board Room, 688 Route 15 Mangilao, GU



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2



guamwaterworksauthority The Guam Waterworks Authority (GWA), in accordance with the Administrative Adjudication Law (5 G.C.A. Ch. 9), will hold a public hearing on... more

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Mayors' Council of Guam

Konseho - Mahet Guahan


The Mayor's Council of Guam will hold a Regular Meeting on Monday, November 10, 2025, at 10:00 A.M. at the Mayors' Council of Guam Conference Room, Bldg. F, 2nd Floor, in the J&G Commercial Center, Hagatña.

AGENDA

I. Call to Order	VIII. Boards and Commissions
II. Roll Call	IX. Unfinished Business
III. National Anthem and Guam Hymn	A. Island Wide Environmental Clean-up Program
IV. GUEST SPEAKERS	B. Senior Center Operations
A. Department of Public Health, Division of Senior Citizens	X. New Business
V. Approval of October Minutes	A. Village Infrastructure and Economic Assessment Grant (CDLO)
VI. Approval of Treasurer's Report	XI. Announcements
VII. Executive Director's Report	XII. Adjournment

Join Zoom Meeting:
<https://us02web.zoom.us/j/81879758161?pwd=c2ovKMTPlvDh8qMIR2n43Sda3SnYLR.1>
Meeting ID: 818 7975 8161 Passcode: 782212

This meeting will be live-streamed on the Mayors' Council of Guam YouTube channel. Individuals requiring special accommodations may contact Amber Benavente at Email: amrbenavente@telecom.net or call (671) 472-6940.



GUAM WATERWORKS AUTHORITY

Gloria B. Nelson Public Service Building
 688 Route 15, Mangilao, Guam 96813
 P.O. Box 3010, Hagatña, Guam 96810
 Tel. No.: (671) 300-6846/48 Fax: (671) 300-6847

AMENDED NOTICE OF PUBLIC HEARING

The Guam Waterworks Authority (GWA), in a Administrative Adjudication Law (5 G.C.A. Ch. 9) hearing on November 17, 2025, at 10:00 a.m. to the implementation of GWA's Comprehensive Fats, Oils, and Grease (FOG) Program and the proposed amendments to Guam Title 28, Chapter 2, Article 1. The hearing will be held in the CCU Board Room, inside the Gloria B. Nelson Public Service Building at 688 Route 15, Mangilao, Guam. For those who the hearing will be live-streamed and recorded at coml@guamccu671.com.

GWA's FOG Program shall assist GWA customers to reduce the amount of fats, oils, and grease being premises into GWA's wastewater system. If proposed GWA will further be administering inspections and outreach and enforcement components. Enforcement proposed fines for progressive violations.

The public is invited to submit written or oral testimony may submit electronic testimony via email to fooproject@guamccu671.com on or before the date of the hearing. Written testimony may also be submitted in person to the Guam Waterworks Authority, 3rd Floor, Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, Guam, or via email to fooproject@guamccu671.com to 14 calendar days following the November 17 hearing.

Copies of the FOG Program and the proposed amendments will be picked up or examined at the Guam Waterworks Authority Customer Service Department, Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, Guam 96813 from 8 a.m. to 5 p.m. online at <http://www.guamwaterworks.org/proposal>

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THE PACIFIC DAILY NEWS

November 8, 2025

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s).

GUAM DAILY POST • SATURDAY, NOVEMBER 8, 2025

CHAMORRO EQUITIES INC.

CALL OF ANNUAL MEETING OF STOCKHOLDERS OF CHAMORRO EQUITIES, INC.

TO: ALL STOCKHOLDERS

PLEASE TAKE NOTICE that, pursuant to the \$2.02 of the By-laws of CHAMORRO EQUITIES, INC., the Annual Meeting of the Stockholders of Chamorro Equities, Inc. will be held at 10:00 A.M. on Wednesday, November 12, 2025, at the principal office of Chamorro Equities, Inc. that is located at 205 Oka Commercial Center, 221 Farenholt Avenue, Tamuning, Guam, 96913.

Dated this 1st day of October, 2025

/s/ ROBERT V. ULLOA
President

THE LAW OFFICES OF PHILLIPS & BORDALLO
A Professional Corporation
410 West O'Brien Drive, Ste. 102
Hagåtña, Guam 96910-5044
Telephone: (671) 477-ABCD (2223)
Fax: (671) 477-2FAX (2329)
Attorney for Petitioner

**IN THE SUPERIOR COURT OF GUAM
IN THE MATTER OF THE ESTATE OF
ANGELICA WRIGHT SANTOS,
Deceased.**

PROBATE CASE NO. PR0157-25

**NOTICE OF HEARING: PETITION FOR PROBATE
AND FOR LETTERS OF ADMINISTRATION**

THIS NOTICE IS REQUIRED BY LAW. YOU ARE NOT REQUIRED TO APPEAR IN COURT UNLESS YOU DESIRE.

NOTICE IS HEREBY GIVEN that MICHELLE L. WRIGHT has filed a Petition for Probate and for Letters of Administration for the ESTATE OF ANGELICA WRIGHT SANTOS, deceased, reference to which Petition is hereby made for further particulars.

A hearing on the Petition is set for NOV. 19, 2025, at 9:30 o'clock a.m. in the courtroom of the Honorable Dana A. Gutierrez, Judge, Superior Court of Guam, 120 West O'Brien Drive, Hagåtña, Guam 96910.

DATED: OCT 07 2025.

JANICE M. CAMACHO-PEREZ
Clerk of Court, Superior Court of Guam
By: **/s/ Pauline I. Untalan**
Chamber/Courtroom Clerk

You may appear in person at the Courtroom of Judge Dana A. Gutierrez, 120 W. O'Brien Drive, Hagåtña, Guam or you may participate via Zoom by logging onto <https://guamcourts.org/zoom.us> and enter the Meeting ID: 839 7874 0380 and Passcode: 189701. For technical assistance, please call (671) 475-3207 five (5) minutes prior to the designated hearing time.

JON A. VISOSKY, Esq.
FOWLER & VISOSKY LLP
865 South Marine Corps Drive, Suite 201
Tamuning, Guam 96913
Tel.: (671) 646-1222
Fax: (671) 646-1223
visosky@guamlawoffice.com
nericsson@guamlawoffice.com
Attorneys for Petitioner
Carl D. Iriarte

**IN THE SUPERIOR COURT OF GUAM
Estate of Ignacio Q. Iriarte
and Margot Margareta Iriarte,
Decedents.**

PROBATE CASE NO. PR0163-25

**Notice of Hearing on Petition for Letters
Testamentary and for Letters of Administration**

Petitioner Carl D. Iriarte has filed a petition praying for letters testamentary in the Estate of Ignacio Q. Iriarte, and for letters of administration in the Estate of Margot Margareta Iriarte. A hearing on the petition for the appointment of the executor and the administrator is set for NOV 19 2025, at 9:15 a.m. before the Honorable Dana A. Gutierrez, Judge Superior Court of Guam, Hagåtña, Guam. All persons interested should contact the court or counsel for the administrator about how to appear at the hearing, whether by zoom, teleconference or otherwise, and show cause, if any, why the petition should not be granted.

Date: OCT 22 2025

JANICE M. CAMACHO-PEREZ
Clerk of the Court, Superior Court of Guam
By: **/s/ Pauline I. Untalan**
Chamber/Courtroom Clerk

You may appear in person at the Courtroom of Judge Dana A. Gutierrez, 120 W. O'Brien Drive, Hagåtña, GU or you may participate via Zoom by logging onto <https://guamcourts.org/zoom.us> and enter the Meeting ID: 839 7874 0380 and Passcode: 189701. For technical assistance, please call (671) 475-3207 five (5) minutes prior to the designated hearing time.

PUBLICATION NOTICE

In accordance with the provisions of Guam Code Annotated, Title XI, Chapter III, Section 3315, notice is hereby given that:

**Billote, Haydee
DBA: FLAVA KTV BAR LOUNGE**

has applied for a Class: 4 (Four) On Sale Beer & Wine Alcoholic Beverage License said premises being marked as Lot: 5114 1-2-2NEW-New Unit 105 1000 Pale San Vitores Rd. Tamuning, Tumon, Harmon

 **Department of Land Management**
P.O. Box 2950, Hagåtña, Guam 96932
Tel: 671-649-5263 Ext. 300 • Fax: 671-649-5383


PUBLIC HEARING NOTICE

Date: Tuesday, November 18, 2025
Time: 6:00 p.m.
Place: Mangilao Community Center

Application No. 2022-59, Maximino C. Mercado and Techni Con, Inc., requests a Zone Variance for Use to allow a contractor's yard with an office, materials storage yard, vehicle, and equipment parking on Lots S-R1 and 6-3, Tract 158, Mangilao, in an "A" Zone.

Funding Source provided by the Applicant.

Person(s) requiring special accommodations, please call Cristina Gutierrez at 671-649-5263, ext. 375


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

**AMENDED
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The Guam Waterworks Authority (GWA), in accordance with the Administrative Adjudication Law (5 G.C.A. Ch. 9), will hold a public hearing on November 17, 2025, at 10:00 a.m. to receive comments on the implementation of GWA's Comprehensive Fats, Oils, and Grease (FOG) Program and the proposed amendments to Guam Administrative Rules, Title 28, Chapter 2, Article 1. The hearing will be held on the 3rd Floor, CCU Board Room, inside the Gloria B. Nelson Public Service Building at 688 Route 15, Mangilao, Guam. For those who wish to view online, the hearing will be live-streamed and recorded at <https://www.youtube.com/@guamccu671>.

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Miguel C. Bordallo, PE.
General Manager

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THE GUAM DAILY POST

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GUAM DAILY POST • FRIDAY, NOVEMBER 14, 2025

GUAM WATERWORKS AUTHORITY
 Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, Guam 96913
 P.O. Box 3019, Hagåtña, Guam 96922
 Tel. No. (671) 300-6846/48 Fax No. (671) 648-3290

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Miguel C. Bordaño, PE
 General Manager

BEFORE THE GUAM PUBLIC UTILITIES COMMISSION

AMENDED PETITION FOR APPROVAL TO ADJUST GUAM POWER AUTHORITY'S BASE RATE)
) GPA DOCKET 25-14
) NOTICE OF PUBLIC MEETING
)

NOTICE IS HEREBY GIVEN that the Guam Public Utilities Commission ("PUC") will conduct public hearings concerning the amended proposal by the Guam Power Authority ("GPA") to increase rates pursuant GPA's August 8, 2025 Amended Petition to Adjust Base Rates.

The purpose of the public hearings will be to receive public comment and testimony regarding GPA's request for increases affecting the rates of the following Schedules: D (Condominium); G (Small Non-Demand, Single Phase); J (Small Demand, Single Phase); L (Large Government); S (Small Government); K (Small Demand, Three Phase); F (Public Outdoor Lighting); R (Residential), with a proposed increase of 5%; P (Large Power Service); G (Small Non-Demand, Three Phase); G (Small Demand, Three Phase); S (Small Government); K (Small Demand, Single Phase); H (Private Outdoor Lighting); and N (Navy); which are scheduled for implementation on January 1, 2026.

GPA has proposed these rate increases in order to fund certain obligations and other expenses of the Authority, which include costs for the new Ukudu Power Plant. Any such rate increase is subject to the recommendation of the PUC's consultants, any stipulation filed in this matter, and any decisions issued from hearings before the Administrative Law Judge; with the final review and approval resting with the PUC's Commissioners.

GPA's August 8, 2025 Amended Petition to Adjust Base Rates, with supporting testimony and other relevant documents and materials, are available for public inspection at the PUC's office, which is located in Suite 207, GCIC Building, Hagåtña.

The PUC will conduct a public hearing on November 21, 2025, 6:30 p.m., at the Guam Election Commission, 241 Farenholt Avenue, Oka Bldg., 2nd Floor, Suite 205, Tamuning Guam. No rate increase shall become effective unless approved by the PUC. Interested persons may participate in any public hearing by registration with the PUC at Suite 207, GCIC Building, 414 West Soledad Avenue, Hagåtña, Guam. The PUC also welcomes public comments and testimony at the hearings.

The PUC further invites public comments and testimony on the rate increases requested by GPA at additional public hearings, which have been scheduled pursuant to Public Law 26-23 and 12 G.C.A. Section 12117, and which shall be held at the following locations and times:

- 6:30 p.m., November 19, 2025, Dededo Senior Citizens Center
- 6:30 p.m., November 20, 2025, Asan Community Center

Further information about the hearings can be obtained from the PUC's Administrator, Lou Palomo at telephone number (671) 472-1907. Persons with disabilities who require special accommodations in order to provide testimony should also contact Ms. Palomo at the contact number above.



CIVIL SERVICE COMMISSION

KUMISION / SERBISISON SIRIT
 Bell Tower Suite 201, 710 W. Marine Corps Drive, Hagåtña, Guam 96910 • Tel: (671) 647-1855 • Fax: (671) 647-1367

NOTICE OF MEETING

IN-PERSON MEETING AT 9:00 A.M. ON TUESDAY, NOVEMBER 18, 2025.

A live broadcast of this meeting is available to the public on the CSC website at csc.guam.gov or on [Gov.guam.gy](http://gov.guam.gy). The public can also access a live stream of this meeting via zoom by using the link or Meeting ID and Passcode provided below: <https://us06web.zoom.us/j/83908229438?pwd=ZlYwRzU4PHhPRGlnbHhkdUJGdWlW.1> (Meeting ID: 839 0822 9438 / Passcode: 710337)

AGENDA

- I. CALL TO ORDER.
- II. APPROVAL OF MINUTES: November 13, 2025.
- III. NEW BUSINESS:
 - (1) SIGNING: JUDGMENT OF DISMISSAL. Adrian Mora vs. Customs and Quarantine Agency (CQA); Case No.: 25-GR22.
- IV. OLD BUSINESS:
 - (1) SIGNING: JUDGMENT OF DISMISSAL. Jesse James McCarrel vs. Customs and Quarantine Agency (CQA); Case No.: 25-AA055.
- (2) MITIGATION HEARING. Lynda B. Aguon vs. Department of Parks and Recreation (DPR); Case No.: 19-AA02T SP.
- V. GENERAL BUSINESS:
 - 1) Bills and Laws affecting CSC.
 - 2) Administrative Counsel Litigation Update.
 - 3) Administrative Matters:
 - a) Board Training; Civil Service Commission Board Members.
- VI. ADJOURNMENT.

For special accommodations, please contact Maria P. Masnyon, CSC ADA Coordinator at (671) 647-1872 / (671) 647-1855 or Daniel D. Leon Guerrero, Executive Director. Paid by the Civil Service Commission.



GHURA

Guam Housing and Urban Renewal Authority
 Aoriatat Ginima' Yan Rinuachan Siadat Guahan
 117 Bien Venida Avenue • Sinajana, Guam 96910
 Phones: (671) 477-9851 • Fax: (671) 300-7568 TTY: (671) 472-3701
 Website: www.ghura.org



Louisa A. Leon Guerrero
 Governor of Guam

Johnna F. Taitano
 Lieutenant Governor of Guam

NOTICE FOR PUBLIC COMMENT

Substantial Amendment to the PY2019, PY2022, PY2023 and PY2024 Annual Action Plans and Reprogramming of Home Investment Partnership Grant (HOME) Funds
This ad was paid for with GHURA funds.

The Guam Housing and Urban Renewal Authority (GHURA) is requesting public comment regarding the proposed Substantial Amendment to the PY2019, PY2022, PY2023 and PY2024 Annual Action Plans to reprogram of HOME investment Partnership Grant (HOME) funds to HOME Administration and Planning activities.

The purpose of this reprogramming is to allocate funds to the statutory maximums made available by the U.S. Dept. of Housing and Urban Development (HUD) for HOME program administration and planning activities in accordance with Section 212(c) of NAHA, 24 CFR 92.64(a)(1), 24 CFR 92.205, and HUD memo "Availability of Waivers of Community Planning and Development Grant Program and Consolidated Plan Requirements to Facilitate Recovery from Guam Typhoon Mawar," dated 26 June, 2023.

The public is encouraged to review the details of the Substantial Amendment and Reprogramming which can be found on GHURA's website at News and Announcements. Below is a breakdown of all proposed funds to be reprogrammed:

FROM:	Project/Activity	Approved Project Budget	Amount Reprogrammed	Revised Approved Project Budget
PY2019	Bilembines Community	\$398,000.00	(\$22,166.14)	\$375,833.86
PY2022	Affordable Housing Initiative	\$1,063,974.60	(\$59,109.70)	\$1,004,864.90
PY2023	Affordable Housing Initiative	\$1,130,553.90	(\$125,617.10)	\$1,004,936.80
PY2024	Affordable Housing Initiative	\$942,128.10	(\$104,680.90)	\$837,447.20
Total Reprogrammed to Project/Activity			(\$311,573.84)	

TO:	Project/Activity	Approved Project Budget	Amount Reprogrammed	Revised Approved Project Budget
PY2019	HOME Administration	\$125,608.16	\$22,166.14	\$147,774.30
PY2022	HOME Administration	\$118,219.40	\$59,109.70	\$177,329.10
PY2023	HOME Administration	\$125,617.10	\$125,617.10	\$251,234.20
PY2024	HOME Administration	\$104,680.90	\$104,680.90	\$209,361.80
Total Reprogrammed to Project/Activity			\$311,573.84	

The public is invited to provide oral or written comments on the proposed substantial amendment and reprogramming. A public meeting will be held on Wednesday, December 3, 2025 at 10AM at the GHURA Main Office at 117 Bien Venida Ave., Sinajana, Guam. Written comments will be accepted by GHURA's Research, Planning and Evaluation Division no later than Wednesday, December 17, 2025 at 5 p.m. Physical copies of comments can be submitted to the front desk at GHURA's Main Office Monday through Friday from 8 a.m. to 5 p.m. or via email to GHURA Chief Planner Katherine E. Taitano at katherine@ghura.org. For more information, please contact Ms. Taitano at 671-475-1322 or via email at katherine@ghura.org.

/s/ ELIZABETH F. NAPOLI, Executive Director

First Notice of Public Hearing

ANNOUNCEMENT

📅 **Posted on:** 11/08/2025 12:01 AM

👤 **Posted by:** Nic Rupley Lee

🏢 **Department(s):** GUAM WATERWORKS AUTHORITY

🏢 **Division(s):** COMPLIANCE AND SAFETY

📌 **Notice Topic(s):** PUBLIC HEARING

📌 **Types of Notice:** ANNOUNCEMENT

👤 **For Audience(s):** PUBLIC

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The Guam Waterworks Authority (GWA), in accordance with the Administrative Adjudication Law (5 G.C.A. Ch. 9), will hold a public hearing on November 17, 2025, at 10:00 a.m. to receive comments on the implementation of GWA's Comprehensive Fats, Oils, and Grease (FOG) Program and the proposed amendments to Guam Administrative Rules, Title 28, Chapter 2, Article 1. The hearing will be held on the 3rd Floor, CCU Board Room, inside the Gloria B. Nelson Public Service Building at 688 Route 15, Mangilao, Guam. For those who wish to view online, the hearing will be live-streamed and recorded at <https://www.youtube.com/@guamccu671>.

GWA's FOG Program shall assist GWA customers to effectively manage and reduce the amount of fats, oils, and grease being discharged from their premises into GWA's wastewater system. If proposed rules are adopted, GWA will further be administering inspections and inspections have both outreach and enforcement components. Enforcement components include proposed fines for progressive violations.

The public is invited to submit written or oral testimony at the hearing, or it may submit electronic testimony via email to fogproject@guamwaterworks.org on or before the date of the hearing. Written testimony after the hearing may also be submitted in person to the Guam Waterworks Authority, Legal Division, 3rd Floor, Gloria B. Nelson Public Service Building at 688 Route 15, Mangilao, Guam, or via email to fogproject@guamwaterworks.org up to 14 calendar days following the November 17 hearing date.

Copies of the FOG Program and the proposed amendments to Title 28 may be picked up or examined at the Guam Waterworks Authority 1st Floor, Customer Service Department, Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, Guam 96913 from 8 a.m. to 5 p.m. or viewed online at <http://www.guamwaterworks.org/proposed-rules/>.

Miguel C. Bordallo
General Manager

CLASSIFIEDS

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Categories:
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 \$14.70 per liner/per day for E-edition and 3 days on Classified of our website
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GUAM WATERWORKS AUTHORITY

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

AMENDED NOTICE OF PUBLIC HEARING

The Guam Waterworks Authority (GWA) in accordance with the Administrative Adjudication Law 5 G.C.A. Ch. 8, will hold a public hearing on November 17, 2025, at 10:00 a.m. to receive comments on the implementation of GWA's Comprehensive Fees, Rates, and Grease FOG Program and the proposed amendments to Guam Administrative Rules, Title 29, Chapter 2, Article 1. The hearing will be held on the 3rd Floor, 020 Board Room, inside the Glenn B. Nelson Public Service Building at 688 Route 15, Mangilao, Guam. For those who wish to view online the hearing will be live-streamed and recorded at <https://www.youtube.com/guamwaterworks>.

GWA's FOG Program shall assist GWA customers to effectively manage and reduce the amount of fats, oils, and grease being discharged from their premises into GWA's wastewater system. If proposed rules are adopted, GWA will further be administering inspections and inspections have both outreach and enforcement components. Enforcement components include proposed fines for progressive violators.

The public is invited to submit written or oral testimony at the hearing, or it may submit electronic testimony via email to regaffairs@guamwaterworks.org on or before the date of the hearing. Written testimony after the hearing may also be submitted in person to the Guam Waterworks Authority, Legal Division, 3rd Floor, Glenn B. Nelson Public Service Building at 688 Route 15, Mangilao, Guam, or via email to regaffairs@guamwaterworks.org up to 14 calendar days following the November 17 hearing date.

Copies of the FOG Program and the proposed amendments to Title 29 may be picked up or examined at the Guam Waterworks Authority 1st Floor, Customer Service Department, Glenn B. Nelson Public Service Building, 688 Route 15, Mangilao, Guam 96913 from 8 a.m. to 5 p.m. or viewed online at <http://www.guamwaterworks.org>.

Miguel C. Bardsillo PE
 General Manager

Supreme Court of Guam

Notice of Bar Examination

The Guam Board of Law Examiners is accepting applications for the February 2026 Guam Bar Examination.

Bar Applications and the Guam Rules Governing Admission to the Practice of Law are available on the Supreme Court website at www.guamcourts.gov or at the Supreme Court of Guam Clerk's Office - Suite 300, Guam Judicial Center, Hagåtña, Guam.

Bar Examination Dates: February 25 & 26, 2026

Applications must be received by:
 Timely Filing Deadline:
 December 1, 2025, 4:00 p.m.
 Regular Exam: \$500.00 application fee
 Attorney's Exam: \$1,250.00 application fee

Late Filing Deadline: January 2, 2026, 4:00 p.m.
 Regular Exam: \$800.00 application fee plus \$250.00 late fee
 Attorney's Exam: \$1,250.00 application fee plus \$250.00 late fee

For more information, you may contact:
 Hannah Guerrero Arroyo, Esq.
 BOARD OF LAW EXAMINERS
 Supreme Court of Guam
 Suite 300, Guam Judicial Center
 120 West O'Brien Drive, Hagåtña, Guam 96910-5174
 Office hours: 9:00 a.m. - 4:00 p.m.
 Telephone: (671) 475-3120
 Facsimile: (671) 475-3140
 Email: bolex@guamcourts.gov

*Beginning in July 2025, the Guam Board of Law Examiners will administer the NextGen Uniform Bar Examination developed by the National Conference of Bar Examiners.

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- Customers can scan the QR code on their phone


3. Customers can scan the QR code on their phone


- Contacting the PDN via WhatsApp on a mobile phone device
- Choose and select from the drop-down menu.

guampdn.com THE PACIFIC DAILY NEWS Friday, November 14, 2025 21

Second Notice of Public Hearing


ANNOUNCEMENT


 **Posted on:** 11/14/2025 10:19 AM


 **Posted by:** Nic Rupley Lee


 **Department(s):** GUAM WATERWORKS AUTHORITY

 **Division(s):** COMPLIANCE AND SAFETY

 **Notice Topic(s):** PUBLIC HEARING

 **Types of Notice:** ANNOUNCEMENT

 **For Audience(s):** PUBLIC

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The Guam Waterworks Authority (GWA), in accordance with the Administrative Adjudication Law (5 G.C.A. Ch. 9), will hold a public hearing on November 17, 2025, at 10:00 a.m. to receive comments on the implementation of GWA's Comprehensive Fats, Oils, and Grease (FOG) Program and the proposed amendments to Guam Administrative Rules, Title 28, Chapter 2, Article 1. The hearing will be held on the 3rd Floor, CCU Board Room, inside the Gloria B. Nelson Public Service Building at 688 Route 15, Mangilao, Guam. For those who wish to view online, the hearing will be live-streamed and recorded at <https://www.youtube.com/@guamccu671>.

GWA's FOG Program shall assist GWA customers to effectively manage and reduce the amount of fats, oils, and grease being discharged from their premises into GWA's wastewater system. If proposed rules are adopted, GWA will further be administering inspections and inspections have both outreach and enforcement components. Enforcement components include proposed fines for progressive violations.

The public is invited to submit written or oral testimony at the hearing, or it may submit electronic testimony via email to fogproject@guamwaterworks.org on or before the date of the hearing. Written testimony after the hearing may also be submitted in person to the Guam Waterworks Authority, Legal Division, 3rd Floor, Gloria B. Nelson Public Service Building at 688 Route 15, Mangilao, Guam, or via email to fogproject@guamwaterworks.org up to 14 calendar days following the November 17 hearing date.

Copies of the FOG Program and the proposed amendments to Title 28 may be picked up or examined at the Guam Waterworks Authority 1st Floor, Customer Service Department, Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, Guam 96913 from 8 a.m. to 5 p.m. or viewed online at <http://www.guamwaterworks.org/proposed-rules/>.

Miguel C. Bordallo
General Manager





GUAM WATERWORKS AUTHORITY

Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913

P.O. Box 3010, Hagåtña, Guam 96932

Tel. No. (671) 300-6846/47 Fax No. (671) 648-3290

PUBLIC HEARING AGENDA

November 17, 2025

Proposed Addition to Title 28, Guam Administrative Rules (GAR):
Fats, Oils, and Grease (FOG) Control Program

1. **CALL TO ORDER**
2. **OPENING REMARKS**
3. **PRESENTATION OF THE PROPOSED RULES**
4. **PUBLIC TESTIMONY**
5. **RULEMAKING PROCESS OVERVIEW**
6. **ADJOURNMENT**

GUAM WATERWORKS AUTHORITY

Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913

P.O. Box 3010, Hagåtña, Guam 96932

Tel. No. (671) 300-6846/47 Fax No. (671) 648-3290

The Guam Waterworks Authority (GWA) proposes to adopt Rules of Procedure for a comprehensive Fats, Oil, and Grease (FOG) control program pursuant to paragraph 40 of GWA's partial consent decree in Civil Case No. 24-00004 in accordance with the requirements of its National Pretreatment Program and under the National Pollutant Discharge Elimination System (NPDES) Permit Program and finds that the annual economic impact to the public resulting and to individual GWA customers from the adoption and promulgation of these proposed Rules will not exceed \$500,000. Therefore, pursuant to Title 5 Guam Code Annotated (GCA) §9301(i), exemptions, GWA submits its preliminary cost impact statement below as required to support its economic impact statement waiver.

PRELIMINARY COST IMPACT STATEMENT

GWA, together with the following agencies are responsible for enforcing and requiring FOG regulations on Guam: US Environmental Protection Agency, Guam Environmental Protection Agency, GWA, and Guam Department of Public Health and Social Services. However, GWA alone is required to implement and enforce grease control measures in accordance with the requirements of its National Pretreatment Program under Title 40 Code of Federal Regulations (CFR) Part 403 and under the National Pollutant Discharge Elimination System (NPDES) Permit Program. These programs, respectively, are designed to control pollutants discharged by industrial and commercial facilities into municipal wastewater treatment plants and into the navigable waters of the United States. However, GWA's current service rules and regulations do not clearly define the roles, responsibilities, or requirements for Food Service Establishments (FSEs), FOG Haulers, or other GWA customers that may discharge FOG into GWA's wastewater (or sewer) collection system.

FOG buildup is the leading cause of blockages and Sanitary Sewer Overflows (SSOs) in GWA's wastewater collection system, and over 50% of SSOs are related to FOG accumulation, resulting in increased maintenance costs, regulatory risks, and environmental contamination. The FOG Program and the supporting amendments to Title 28 Guam Administrative Rules (GAR) are designed to address these challenges through regulation, permitting, education, and enforcement.

At present, the proposed rule changes to Title 28, Chapter 2, Article 1 are aimed to set uniform requirements for all customers using GWA's wastewater collection and treatment systems to meet FOG Control Program requirements to implement and enforce grease control measures. The adoption of the FOG Control Program will address illegal discharges of FOG waste into the public sewer system. It would also provide a structured process for GWA to work collaboratively with FSEs in managing grease removal devices (GRDs) to achieve compliance. This program would empower GWA to effect public outreach and enforce needed rules and regulations more effectively. A system of progressive penalties for non-compliance will also be adopted under these rules; but those penalties will only be incurred after public outreach, customer assessments, inspections, and follow-up efforts to bring the customer into compliance have been exhausted. The proposed fines and progressive violation fee schedule is outlined at Exhibit A, Section 8, Table 8-1 of the proposed FOG Control Program Rules. These fines range from \$500 (in fewer instances) for a first violation, up to \$5,000 per violation per day for serious and continuing non-compliance.

The proposed rule changes to Title 28, Chapter 2, Article 1 is consistent and compliments existing regulations already requiring GRD design, installation, and FOG inspections to support wastewater collection, public health, and environmental controls at Title 10 GCA Chapters 23 and 24 (Environmental Health; Eating and Drinking Establishments and Food Service Establishments), 10 GCA Chapter 20 (Environmental Health; General Provisions); 10 GCA Chapter 47 (Environmental Health: Water Pollution Control), and Title 26 GAR Chapter 4 (Public Health and Sanitation). As such, the annual economic impact to the Guam public and to individual GWA customers for the immediate implementation of this program should not exceed \$500,000.

The GWA FOG Program represents a fiscally responsible, sustainable initiative to protect Guam's wastewater infrastructure, public health, and environment. Legislative approval will enable GWA to execute its mandate effectively and ensure Guam's continued compliance with local policies and federal standards.

GUAM WATERWORKS AUTHORITY

Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913
P.O. Box 3010, Hagåtña, Guam 96932
Tel. No. (671) 300-6846/47 Fax No. (671) 648-3290

GUAM WATERWORKS AUTHORITY (GWA) FATS, OILS, AND GREASE (FOG) PROGRAM

Public Hearing

Proposed Additions to Title 28 GAR

November 17, 2025

PUBLIC HEARING AGENDA

Proposed Addition To Title 28, Guam Administrative Rules (GAR):
Fats, Oils, And Grease (FOG) Control Program

1. Call to Order
2. Opening Remarks
3. Presentation of the Proposed Rules
4. Public Testimony
5. Rulemaking Process Overview
6. Adjournment

PUBLIC HEARING AGENDA

Proposed Addition To Title 28, Guam Administrative Rules (GAR):
Fats, Oils, And Grease (FOG) Control Program

PRESENTATION OF THE PROPOSED RULES



- ▶ Requirements for commercial establishment with FSE (§2105 p)
- ▶ New sewer applicants – location of GRD (§2105.p.1)
- ▶ Prohibited substances (§ 2120)
- ▶ GRD approved by GWA's Sanitary Engineer (§ 2120 c)
- ▶ Enforcement – shut off water to customers (§ 2110 a)

CURRENT TITLE 28 GAR

- ▶ Clearly define roles, responsibilities, and requirements for FSE
- ▶ Program uses permitting, inspections, education, and enforcement.
- ▶ Establishes a permit program for all FSE
 - ▶ GRD sizing
 - ▶ Inspections
 - ▶ Progressive Enforcement
- ▶ Regulates FOG Haulers
- ▶ Public Outreach and Education

PROPOSED CHANGES TO TITLE 28 GAR

PROGRAM GOALS

- ▶ **Comply with the Federal Regulations: Clean Water Act; NPDES requirements; Partial Consent Decree.**
- ▶ **Reduce FOG in the sewer system and eliminate SSOs.**
- ▶ **Improve functionality of wastewater collection and treatment performance - lower operation costs and protect the environment and public health.**
- ▶ **Provide guidance on effective FOG control devices and maintenance requirements**
- ▶ **Educate the public and businesses on FOG abatement and BMPs.**
- ▶ **Build partnership with local agencies: GWA, GEPA, DPHSS (inspection & permits).**

Food Service Establishments (restaurants, cafeterias, food trucks, etc).

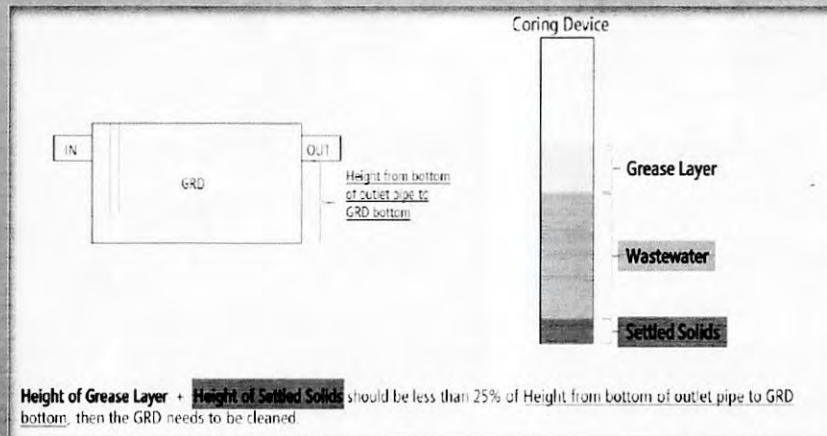
Home-based food businesses and commercial kitchens.

FOG Haulers (must be permitted).

Residents — follow household BMPs to reduce FOG.

WHO MUST COMPLY

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.



- ▶ All FSEs must obtain a GWA FOG Control Discharge Permit.
- ▶ Install and maintain properly sized and functioning Grease Removal Devices (GRDs).
- ▶ Provide access to GRD
- ▶ Maintain and clean GRD
 - ▶ Follow cleaning (25% rule), recordkeeping, and use permitted haulers.
- ▶ Properly Dispose of accumulate grease – GWA permitted FOG Hauler

PROGRAM REQUIREMENTS (OVERVIEW)

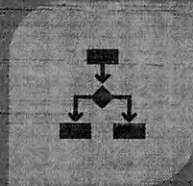


REQUIREMENTS FOR FOOD SERVICE ESTABLISHMENTS (FSES)

REQUIREMENTS FOR FOG HAULERS



HOLD GEPA LICENSE
AND GWA PERMIT
FOR FOG HAULING.



MAINTAIN A
MANIFEST FOR EACH
PICKUP (DATE, FSE,
VOLUME, DISPOSAL).



DISPOSE OF FOG
ONLY AT GEPA-
APPROVED FACILITIES
(OR DESIGNATED
RECEIVING
STATIONS).



PREVENT SPILLS; USE
DRY CLEANUP
METHODS; MAINTAIN
HANDLING
RECORDS.



ANNUAL PERMIT
RENEWAL AND
COMPLIANCE WITH
INSPECTIONS.



HAULER OPERATORS
MUST BE TRAINED

BMPs for FSE –
Managers, Kitchen
Staff, Outside the
Kitchen

BMPs for Residents

BMPS for FOG Haulers

Do: Wipe grease from
plates/pans, use sink
strainers, store used oil in
labeled containers.

Don't: Pour grease/oil
down the drain, use
emulsifiers, or pour
water >140°F down
drains.

Keep outdoor grease
bins covered and
away from storm
drains.

BEST MANAGEMENT PRACTICES (BMPS)

INSPECTIONS & ENFORCEMENT (SUMMARY)

- ▶ **GWA inspects FSEs at least once per year; more often if non-compliant or in hot spots.**
- ▶ **Goal is to work with the FSE to come into compliance**
- ▶ **Progressive enforcement**
- ▶ **Violations may trigger NOVs, fines, show-cause orders, or water service termination.**
- ▶ **Fines vary by violation (examples: no permit, falsified records, GRD tampering).**

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

FINES AND VIOLATIONS

Table 8-1. Fines and Violations				
Violation	First Violation	Second Violation	Third Violation and SCO	Fourth Violation
USER FINES per day				
Permit				
Denial of the right of entry for inspection	NOV	\$700	\$1,500	Water Service Termination
No permit		\$500	\$750	
Maintenance Record/ Cleaning, Inspection, Training Logs				
Not available	NOV	\$300	\$1,000	Water Service Termination
Incomplete		\$200	\$750	
Falsified	\$500	\$1,500	\$3,000	
Grease Removal Device				
Undersized and must be replaced	NOV	\$150	\$1,500	Water Service Termination
Foreign objects		\$250	\$750	
GRD Tampering		\$300	\$1,500	
Greater than 25% FOG and solids		\$300	\$1,500	
Best Management Practices				
Sink water temperature exceeds 140° F	Inspections & Enforcement (Su...	\$125	\$550	Water Service Termination
"No Grease" signs not posted in appropriate locations		\$125	\$550	
Inadequate sink/floor GRDs	NOV	\$125	\$550	

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

FINES AND VIOLATIONS

Table 8-1. Fines and Violations

Violation	First Violation	Second Violation	Third Violation and SCO	Fourth Violation
Lack of used oil containers or open containers		\$125	\$550	
Miscellaneous (see Section 6-1 for full list)	NOV	\$125	\$550	
FOG HAULER FINES per day				
Permit				
Special Conditions not met	NOV	\$1,500	\$5,000	Permit revoked
No permit		\$1,500	\$5,000	
Discharge Restriction Exceeded		\$1,500	\$5,000	
Prohibited Discharge		\$1,500	\$5,000	
Effluent Limits Exceeded		\$1,500	\$5,000	
Inappropriate FOG Removal or Handling		\$1,500	\$5,000	
Records				
Lack of Required FOG Disposal Records	NOV	\$1,500	\$5,000	Permit revoked
Non-registered FOG vehicles		\$1,500	\$5,000	
Falsified Information	\$500	\$1,500	\$5,000	
Best Management Practices				
Failure to completely pump out GDR	NOV	???	???	
Returning of pumped wastewater back to GRD	NOV			
Miscellaneous BPM (full list of BMP in Section 6.3)	NOV	Fines and Violations		
<p>Notes: NA = Not applicable NOV = Notice of Violation SCO = Show Cause Order Fines are per calendar day</p>				

- ▶ FSE and FOG Hauler data base updated yearly
 - ▶ GWA maintains a FOG database to track permits, inspections, and manifests.
- ▶ Annual USEPA NPDES Reporting Requirement
- ▶ Quarterly reporting to GEPA and DPHSS.
- ▶ Data used to identify 'hot spots' and prioritize cleaning/CCTV work.
- ▶ Track effectiveness of the FOG Control Program

REPORTING, TRACKING & HOT SPOTS



**DON'T
CLOG
WITH
FOG**



[FATS OIL GREASE]

GUAM WATERWORKS AUTHORITY

- ▶ GWA will distribute factsheets, host workshops, and partner with agencies.
- ▶ Outreach targets FSEs, residents, schools, and community groups.
- ▶ Community participation is essential to reduce FOG and prevent SSOs.

**PUBLIC OUTREACH
& EDUCATION**

- ▶ Never pour cooking oil or grease down sinks or toilets.
- ▶ Wipe pans with paper towels and dispose in trash; recycle oil when possible.
- ▶ Use sink strainers and limit garbage disposal use.
- ▶ Report grease-related sewer issues to GWA promptly.
- ▶ Report illegal dumping of FOG.
- ▶ Bring used cooking oil to Guam Solid Waste Authority's Household Hazardous Waste Facility or to GWA sponsored village pickups as announcements are made.

HOW RESIDENTS CAN HELP

PUBLIC HEARING AGENDA

Proposed Addition To Title 28, Guam Administrative Rules (GAR):
Fats, Oils, And Grease (FOG) Control Program

PUBLIC TESTIMONY

PUBLIC HEARING AGENDA

Proposed Addition To Title 28, Guam Administrative Rules (GAR):
Fats, Oils, And Grease (FOG) Control Program

RULE MAKING PROCESS OVERVIEW

WRITTEN TESTIMONY AFTER THE HEARING

- ▶ Accepted through December 1st in person.
- ▶ To GWA Legal Division, 3rd Floor, Gloria B. Nelson Public Service Building at 688 Route 15, Mangilao, Guam.
- ▶ Or To email fogproject@guamwaterworks.org

Copies of the FOG Program and the proposed rule are available


- ▶ GWA 1st Floor, Customer Service Department, Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, Guam 96913 from 8 a.m. to 5 p.m.
- ▶ Or online at <http://www.guamwaterworks.org/proposed-rules/>.

PUBLIC HEARING AGENDA

Proposed Addition To Title 28, Guam Administrative Rules (GAR):
Fats, Oils, And Grease (FOG) Control Program

ADJOURNMENT

**DON'T
CLOG
WITH
FOG**
[FATS OIL GREASE]

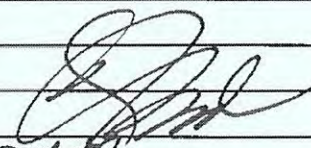


GUAM WATERWORKS AUTHORITY

Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913
P.O. Box 3010, Hagåtña, Guam 96932
Tel. No. (671) 300-6846/47 Fax No. (671) 648-3290

GWA'S PROPOSED FOG CONTROL PROGRAM RULES AND ITS ADOPTION TO TITLE 28, CHAPTER 2, ARTICLE 1

TESTIMONY SIGN-IN SHEET

NO.	NAME	CONTACT NUMBER	VILLAGE / ESTABLISHMENT
1			
2			
3			
4	NO TESTIMONY OFFERED		
5			
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8			Pamela DeSoto 11/17/2015
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GWA'S PROPOSED FOG CONTROL PROGRAM RULES AND ITS ADOPTION TO TITLE 28, CHAPTER 2, ARTICLE 1

ATTENDANCE SIGN-IN SHEET

NO.	NAME	CONTACT NUMBER	VILLAGE / ESTABLISHMENT
1	Theresa Rojas	GWA 300-6846	
2	John Dixon	GWA IT	
3	Melissa Schaible	G 300-6346	
4	Daniel A. Acru		
5	Vanaja Lujan	300-6887	
6	Wicke Guan	300-6038	GWA
7	Emie N. Santos		(Recording)
8	Ignacio Rojas		
9	JASON TUDELA		GWA
10	Vincent Lagana	671-300-6053	GWA
11	NV. R. Lee	300-6041	LWA
12	David Castro		POST
13	Taly Teodoro		GWA
14	William Detry		DEPT Corp
15	BIANCA DEBOTO		GWA legal
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CONSOLIDATED COMMISSION ON UTILITIES

Guam Power Authority | Guam Waterworks Authority

P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

REGULAR BOARD MEETING

CCU Board Room, Gloria B. Nelson Public Service Building

5:30 PM, Tuesday, October 28, 2025

MINUTES

1. CALL TO ORDER

Chairman Santos calls the CCU Regular Meeting to order on October 28, 2025, at 5:33 PM. For the record the members present are Commissioners Limtiaco, Sanchez, Duenas, Martinez and myself, Commissioner Santos.

Commissioners:

Francis E. Santos	Chairman
Pedro Roy Martinez	Vice Chairman
Melvin F. Duenas	Secretary
Simon Sanchez	Commissioner
Michael T. Limtiaco	Commissioner

Executive Mgmt.:

John Benavente	GM/GPA
Chris Budasi	GM/GWA (Acting)
Thomas Cruz	AGMO/GWA
Tricee Limtiaco	AGMA/GPA
Jennifer Sablan	AGMO/GPA
John Cruz, Jr.	AGMET/GPA
Brett Railey	AGME/GWA
John Kim	CFO/GPA
Gilda Mafnas	CFO/GWA (Acting)
Marianne Woloschuk	Legal Counsel/GPA
Theresa Rojas	Legal Counsel/GWA

Management & Staff:

Vangie Lujan	Safety/GWA	Candice Ananich	MA/GPA
John Dixon	IT/GWA	Ann Borja-Gallardes	MA/GWA
Lourissa Gilman	UBS	Nick Lee	Comms/GWA
Joyce Sayama	Comms/GPA	Alice Dela Cruz	Admin/GWA

Guest:

Marvin Crisostomo	Sen. Lujan Office	David Castro	Guam Daily Post
Theresa C. Tayama	Public at Large		

2. APPROVAL OF MINUTES

Chairman Santos asks, I need a motion for the approval of the minutes for September 23, 2025. Comm. Martinez states, motion to approve; Comm. Limtiaco, second. Chairman Santos states, all right, so moved.

Minutes from the CCU regular meeting on September 23, 2025 has been approved.

3. PUBLIC COMMENTS

There are no public comments.

4. GPA

4.1 GPA Resolution No. FY2026-01 Relative to Authorizing the Guam Power Authority to Proceed with Ukudu Power Plant Contractual Options – GM Benavente states, Resolution FY2026-01 will be tabled.

4.2 GPA Resolution No. FY2026-02 Authorizing the Approval and Issuance of \$300 Million in Revenue Bonds – GM Benavente states, this is to request your authorization to request to get authorization from the legislature for about \$300 million to issue bonds totaling \$300 million. The \$300 million would be to cover generation plants, transmission substation distribution, TND facilities and water and waste water well generators. We really have come out with a \$518 million of work, but we're looking over the next five years in doing about \$300 million in work depending, again, on how the rates occur or come across. We're looking at \$56 million in distribution, \$38M in facilities, \$42M in generation, \$156M in transmission and about \$2.2M in water and wastewater standby generators. That's the balance of the generators to be replaced as we had already ordered and receiving close to 50%. The way it works, Mr. Chair, as revenues increase over time from the buildup and everything that occurs and that's when we will come back to you with \$100 million tranche at a time. It's going to take about 4% increase in the energy sales to generate about \$8 million to issue about a hundred million bond. Based on that, it might be next year or the year after that we will come out for the bond. So, that Mr. Chair is our request for your consideration. We're going to have to come back to the CCU and PUC for approval of the \$100 million projects. Again, this is just showing that we have this much work that we could do and we can generate this out of all of the casts that we get. Comm. Limtiaco states, motion to approve FY2026-02; Comm. Martinez second.

With no further discussion on GPA Resolution FY2026-02, Chairman Santos calls for the vote and motions passes with five Ayes. [Aye = 5, Nay = 0]

5. GWA

5.1 GWA Resolution No. 01-FY2026 Relative to Approving the Guam Waterworks Authority Fiscal Year 2026 Operations and Maintenance Budget – Acting GM Chris Budasi states, Resolution 01-FY2026 seeks your approval for the GWA full year O&M budget for fiscal year 2026. This resolution supersedes the one that you had approved last month, which was the interim first quarter budget. This current budget is one that aligns with the 5-year rate plan that we presented to the PUC and that they also approved in September of 2025. That budget authorizes an 8.2% rate increase for all non-lifeline customers and it also sets the legislative search charge at 3.55%. This budget represents the second year of our rate plan as previously approved by the commission. It includes the new debt service that we had just recently secured in August, the \$250 million in revenue

bonds. For FY2026, we project total revenues of \$149.2 million. Net of bad debt supplemented by \$1.9 million in investment income. Operating expenses total \$89.2 million which includes approximately \$17.6 million for power, \$7 million for water purchases, \$37 million for salaries and benefits, \$13 million for general admin costs, and \$9.5 million for contractual services. Additional allocations include \$51.8 8 million for debt service and \$1.5 million for short term financing costs and \$15 million for internally funded capital improvement. This also this budget also is projected to give a debt service coverage ratio of \$1.37 which is fully compliant with our bond requirements and consistent with the financial plan. Lastly, the budget also contains funding to support our obligations under the 2011 federal court order and the 2024 partial consent decree. So, we're requesting for your consideration to approve our annual budget. Comm. Sanchez states, Mr. Chair, move to approve the annual budget and then I just have a question. Comm. Limtiaco second. Comm. Sanchez asks, the recent refinancing that we did, the \$200 million you just alluded to, are we paying any interest on it at this point or not? Acting CFO, Gilda Mafnas replies, we're only paying for the first five years...just interest only no principal...deferred principal. Comm. Sanchez states, I know the way we wanted to finance it wasn't available or wasn't competitive for us, but it's actually similar to the way we used to borrow. It's you pay interest only and then that's now we used to capitalize the interest and then and then borrow that. But now, we're paying the interest. So, I think there's some savings for us there. I just wanted to refresh my memory. So, it's interest only for the first five years. We can start to draw down and still and only pay interest on what we do draw down and then in year five we start the 30-year...is it 30-year amortization? Acting CFO Mafnas states, yes. Comm. Duenas states, I'll go ahead and support this. I think it's this body's responsibility to try to get funds to supplement to live within our means if there's any budget increase needs. I think we are able to support that you know but it's when it comes to raising the rate again, I would like to try everything we do as a body for commissioners to be able to get that extra funds make it the last resort to go to the customers. Because there are many means that we can we can supplement and we'll if everything that is needed but of course we scrutinize how it's spent and you know will be in detail. But in the near future I like to be able to do whatever it takes to support whatever maintenance and all this expense that's needed. It's very expensive, but again I with this body I think we were able to go a little bit outside of our ourselves rather than the rate payers and get that amount. Thank you. Chairman asks, any other questions?

With no further discussion on GWA Resolution 01-FY2026, Chairman Santos calls for the vote and motions pass with five Ayes. [Aye = 5, Nay = 0]

5.2 GWA Resolution No. 02-FY2026 – Relative to Approving the Adoption of a Comprehensive Fats, Oil, and Grease Control Program Pursuant to Paragraph 40 of GWA's Partial Consent Decree in Civil Case No. 24-00004 – Acting GM Budasi states, for the next Resolution 02-FY2026, I'm going to ask our Senior Regulatory Analyst, Miss Lujan, to present that. Senior Regulatory Analyst (SRA) Lujan states, thank you very much, commissioners. We're seek to adopt our official comprehensive fats, oil, and grease program. It is a requirement not just of the partial consent decree which has an actual deadline we have to submit to the Guam legislature, but also part of our MPDS permit. It has been in our MPDS permit for several years and we've started working with the consultant and then we worked on it internally and with some of the community and Guam EPA in establishing this program. 50% of all sanitary sewer overflows are attributed to fats, oil, and grease in our system. And of course, it causes us to have overflows which then are impacting the environment, especially if it spills into the ocean, but also within our groundwater system as well. And so this formal program will allow us to better control food service industries so that they can

ensure that they have the proper grease removal devices installed in their facility but also provide for a training program so that their staff as well as the owners of these companies are fully aware of the requirements for us in establishing our fats oil and grease pro control program. One of the things that we would like to do is have progressive fines. Currently, if we come across because we do have a staff that goes and participates in inspections to restaurants and other food service industries and if they're exceeding the amount of grease in their grease traps or if they have any other type of violation, our only recourse really is to turn off the water. So currently, what we do is work with Guam EPA in terms of getting them into compliance so that way we don't shut down the business. So our plan does have fees and fines associated with it. We really would like to do something progressive so that we work with the with the customer to ensure that they come into compliance through best management measure, upgrading their grease removal device, as well as doing proper cleaning. So the program not just defines the roles responsibilities of the requirements of the food industries. It also will provide guidance on the sizing of the grease removal device as well as provide some guidance and fees a fee structure for FOG collars that discharge into our wastewater treatment plant. We have submitted our plan in November of 2024. It was finally approved by US EPA in August of this year. We have about we have until February to submit to the Legislature. So what you have as an attachment is the approved FOG manual and that is the basis for our FOG program as well as the requirements under the Guam's Administrative Adjudication Act on how we can have it incorporated into our formal rules and regulations. Are there any questions? Comm. Limtiaco asks, so the next step is to go through the adjudication. They, the Legislature has to review the proposal? SRA Lujan replies, yes, they do. For the first step is for your approval and then after that we will have a public hearing. I think it's scheduled for the middle of November to get comments from the public on the proposed program. We only have to do one public hearing. And then after that, then we could it does go to the Attorney General and the Governor for their approval. And then we do have to send it down to the Legislature. Comm. Limtiaco asks, and they have X amount of time to either review and approve it and make changes or it defaults, right? Attorney Rojas replies, they have 90 days. 90 days from the time we file it from the time we submit it to them, transmit, and file to the Legislature. Comm. Limtiaco agrees, and that's inclusive of the progressive fine schedule that you're including. Okay. SRA Lujan adds, and one thing I would like to make note is that prior to the partial consent decree, whenever there's a spill, we just we're required to report it. But under this current partial consent decree, we get fined for the number of gallons that spill. Anywhere from for zero to I believe it's like 1000 gallons...we get fined \$200 and then the fines go up based on the number of gallons we spill. So they haven't billed us yet but I understand that bill is coming for the spills that have been that we've had since the August of 2024. Comm. Limtiaco asks, and you've correlated those spills with the restaurant industry? You mentioned the restaurant industry. I'm sure that there's residential homes that are improperly disposing of their fat oil and grease. SRA Lujan states, so part of our outreach and education is not only to the restaurant industry. The fines are just going to be towards commercial entities, but we are doing an expanded outreach to customers. When we do have a spill, we are required to notify upstream and downstream a thousand feet of residences in that area that there was a spill to get them to understand that some of their kicking cooking techniques are not to put oil down the drain because it's impacting the wastewater collection system. Comm. Limtiaco continues, so, there'll be an education program on the residential side, but what pro what are the boundaries that prohibit businesses from complying for their grease traps and are there commercial solutions available to them to help you know maintain those grease traps? SRA Lujan responds, so, right now we're going to do some training related to how often they have to clean it, but the cleaning is done through a private company has to come in and

clean that. But we provide a list of best management practices. Scraping the dish the dishes before it goes down. Giving them all the types of ingredients that do cause like cream. Cream is a big grease thing. People don't normally think of it. They think it's only frying oil. But there's a bunch of other kind of food products that you can just put in your trash can or in another way or something else instead of putting down the drain. Then the level the temperature of the water and things like that. There're things that we can do to eliminate you know to extend the length of time for cleaning in between. But cleaning is really the method that we really have to work with the food industry to make sure that that's taken care of. But also sizing it correctly. That's part of the problem is a lot of times they're not sized correctly that then they end up having to clean it more often. But there's other best management practices that can be instituted with the customer to reduce some of the grease into our system. Comm. Duenas asks, in this situation is their amenities where people can report other people you know that are that are abusing the system and just bringing it you know because I'm quite sure there's a lot. SRA Lujan responds, that's not accommodated in our plan like reporting other people, but certainly in many instances if customers are complaining that either they're smelling something when they go into a restaurant, we would we also as part of our program have a partnership with Guam EPA and Public Health. Because, it may be that it's not necessarily grease but some other things but we have done it in the past where the three agencies responsible for ensuring that your food establishment is a healthy place to be then that we can work on that. Certainly, we do address customer complaints when people say, "Hey, I've been in there and it smells terrible and maybe it's the grease trap." We have a staff right now that is doing those inspections. One of the goals of this project and this program is to do a robust educational program not just with the food establishments but also with the residents. A lot of times we see, especially around the holidays, you see a lot of spills related to people cooking and that's something that we need to get a handle on. Dawn Liquid Soap did an excellent marketing job about what happens with grease. And you know, people think that you could just use Dawn and wash it and then it's going to somehow magically disappear in their in their system. And you know, it doesn't disappear. It gets hard somewhere along the line. I think that that's one of the goals of the project and this program is really try to educate people you have to address it before you start washing your dishes. And, also letting the public know that there is a company here on Guam that does collect FOG and it's free...I forget the name of it but it's behind DPW. Occasionally over the years we have had community FOG pickup and that's also part of our goal is to have a community where people can bring their FOG to the mayor's office or something like that. That's something that we certainly want to be able to do. Chairman Santos asks, what does a FOG permit cost? SRA Lujan states, I think it's less than \$200. Chairman Santos asks, and, does this apply to our friends at GDOE? SRA Lujan responds, it applies to all food, cafeterias, all of that. It applies to everybody. SRA Lujan states, yes, we do inspect. We inspect schools as well. And also food trucks. We have to inspect food trucks...that industry has exploded and so we are required to do that. Chairman Santos asks, are we part of the permitting process on that for them to get a license? SRA Lujan replies, it's not necessarily permitted that way but what we do is we do go around to villages and places where they we see the SSOs. Typically what happens is if there's a spill, we go around and we see what is in that vicinity and a lot of times it's either food trucks, sometimes in Agat it's that Taco Shack place there're things like that. All the restaurants there and then our source control manager goes and visits all those facilities. Comm. Sanchez states, move to approve Resolution 02-FY2026; Comm. Limtiaco second.

With no further discussion on GWA Resolution 02-FY2026, Chairman Santos calls for the vote and motions pass with five Ayes. [Aye = 5, Nay = 0]

Comm. Sanchez states, Mr. Chair, just one thing...the hottest topic of the day is dieldrin. We were at the hearing and well represented by council and Brett and providing the information and then I was reading today that I think Guam EPA is seeking \$3 million to begin a study. I testified as with the team and wasn't able to be there in the afternoon. You know the Chinese symbol for crisis, they have two symbols, one is danger and one is opportunity. And I think this is an opportunity for us to learn about how we handled the dieldrin crisis, how we communicated with the public. I went ahead and downloaded to the degree you can trust AI and chat GBT. I downloaded what Hawaii did. And, there are traces of dieldrin in Oahu's water, Pearl Harbor...but it was below whatever their level was. I sent it to council and I'll send it around to our management team, but it looked like that...first off US EPA has no has no regulatory level for dieldrin, right? So when the guy came in 2012, he said, "You got dieldrin in your water from US EPA, but he didn't run to Region 9 and say, "Hey, there's dieldrin in their water. Make them do something." Because it had really kind of disappeared from the landscape of US EPA because it had been banned by 2012...it had been banned for 25 years at that point. Nonetheless there were traces and what I looked at there were traces there was no mitigation. It's the logic...well if it's in the water but if it's below a certain level we don't have to mitigate. In our case, a level was established by Guam EPA in the absence of a level from US EPA and then we actually have gone to create a mitigation effort. We're building a very large scale permanent \$200 million treatment approach for PFAS and dieldrin. Luckily, the technology will allow us to tackle both with it. Unlike other challenges in the Government of Guam, we have a contractor they're in construction and then the team was able come up with an interim approach to treat the water on a going forward basis. I don't know if we've had updated readings since the work session. At the work session and at the hearing, we did inform the public and the Legislature that the initial readings from the initial mitigation were that there were zero traces for week one. Since then, have we had additional tests and are we at liberty to disclose what the initial findings were? Acting GM Budasi states, the latest sample we received today was from October 16th and the sample that we from that date was also a non-detect. So the first two samples that were taken the first being on October 11th and then the second being on October 16th have both come back with no traces of dieldrin in the water after treatment. Comm. Sanchez continues, so, the GAC systems appear to be working as specified so far. And correct me if I'm wrong, if I heard either GEPA or us at the hearing, we want four consecutive weeks of clean tests and then GWA will approach GEPA on the possibility of lifting the do not drink advisory. Acting GM Budasi confirms, that's correct. So, the third sample has already been collected and sent to the states...to Eurofins. We would expect the results back probably somewhere around the 30th and then the fourth sample will be taken on the 30th. Comm. Sanchez states, so then the GAC system we have there...we're building the bigger solution. Do we have enough GAC with this kind of success rate to last until the permanent solution is finished next spring? Acting GM Budasi replies, we do. Comm. Sanchez continues, on the interim, it appears that our efforts are proving successful that the GAC system is removing dieldrin traces from the water. We're in the second week anecdotally. You can provide a press release. So far, the GAC system appears to be working as specified and promised in the water. There's no there's no traces of dieldrin at all. When I looked at Hawaii, there were traces and there still are traces there. I didn't see any mitigation because it's below a level. But sometimes there's a perception in the community that any trace is a bad trace when in fact water is not 100% clean. It comes from rivers, it comes from mountains, it comes from rain and then it gets into our aquifer which has soil. So that's why we treat it. The first thing we do is we chlorinate it in a tank. And now in certain wells, we're having to treat it further to reduce the dieldrin. But there are still traces of dieldrin which one perceive as, there should be no trace. That's why I cite the Hawaii example. There are communities like Hawaii that allow some traces of dieldrin to exist in their water supply. It's just below an established level that was established through science and toxicology studies and similar

to what GEPA ended up doing when it took over and decided to create a standard. Then we found out we were not meeting the standard. We're having to mitigate. We're having to treat. And now the treatment is proving so far two weeks in a row that it is non-detect for dieldrin. There's an opportunity to learn from how we could have better communicated. But I did see that I think it's GEPA is looking for \$3 million and we should consider going in with them. We have a lot more money than GEPA does and we're the water supply group and that maybe management can at least inquire with GEPA. But let's inquire with GEPA about the three million. Would it make sense for us at GWA to throw in some money or fund it? Chairman Santos states, why don't you come up with the proposal about what exactly you're trying to do. We don't have an endless supply of money to deal with this issue. Commissioner Sanchez has a proposal on the floor. Bring it to the commission. Let's talk about it. But please be reminded we don't have an endless supply of money to deal specifically with the dieldrin. PFAS is a separate issue. There's going to be a supply of money, but it's not going to be enough. Make no mistake. I mean, we still don't have a firm number on what it's going to cost per treatment...GACs, or whatever it is, per well. And today, you can't tell us how many wells were going to be affected. Comm. Duenas states, thank you, Mr. Chair, for mentioning that. And I appreciate you're all this effort to be spokesman in this area. But I think when it comes to something like this to rectify the problem, it should not just be GWA responsible of our budget. It should be a collaboration for the whole entire government of Guam. It's not our fault that it filters in because there's a lot of contaminants. But when something like this happen to rectify the problem, it needs to go outside of just our budget here. And there is, you know, budget the federal government plus our governor that can that can help us to rectify this issue. Comm. Sanchez states, so I apologize for not being clear. My first suggestion, was for management to reach out to GEPA based on a news article I read that GEPA is trying to find \$3 million to study the dieldrin crisis...the issue and perhaps identify a source and it might be fruitful for us, the water supplier that has to actually mitigate it, to sit down with GEPA. So I was just suggesting that management reach out to them based on the article... "hey you need \$3 million what's it for? Maybe it's useful to us." And then management can come back to the board and say, "hey we looked at it...they got the money... they don't have the money or it's not a study that would be conducive to us." All I was suggesting was just to have management first reach out and then come back to the board with the concept being that maybe it's an opportunity for us to throw in something and contribute to the study. Because I think everyone wants to know the source. Comm. Limtiaco states, thank you, Mr. Chair. I agree with Commissioner Sanchez. I think we all need to take responsibility that we should have probably handled it better, especially on the communication side. But in regards to what you were referring to for EPA, I don't think it should just be regulated to dieldrin. It should be for all emerging contaminants. And so, are there any other wells right now that have an emerging contaminant that may not be regulated by EPA right now. We're still in this limbo as to well what are we going to do about it? I'd like to know as a commissioner now, if that exists so that we can do a better job of handling these potential emerging contaminants the next time it comes up. Are we aware of any wells that that may not have a regulation or a limit that we're still kind of figuring out... Well, what are we going to do? And how are we going to handle these emerging contaminants? So that we can try and find a solution for it now. Comm. Duenas comments, I mentioned it before it's got to be more frequency in testing this and not only for what is being mentioned but for all the contaminants. I think the more we find these things out and have some kind of record at least we're doing something and then you know we'll fix the problem. The frequency of the test in all the wells throughout the entire island it should be more frequent and testing and whatever other things that is there we need to find out and be informed. Comm. Sanchez states, well, that has a cost too. I understand from the hearing correctly, we are following the required testing pattern that US EPA and GEPA requires us to follow for testing our wells. We're following federal

**GUAM WATERWORKS AUTHORITY'S
PUBLIC HEARING**

PROPOSED AMENDMENTS TO TITLE 28, CHAPTER 2 OF THE GUAM
ADMISISTRATIVE RULES AND REGULATIONS CONCERNING GUAM
WATERWORKS AUTHORITY'S FATS, OILS AND GREASE OR FOG
PROGRAM

Guam Waterworks Authority Public Hearing, was conducted on Monday, November 17, 2025 at the hour of 10:02 a.m., at the CCU Conference Room, Gloria B. Nelson Public Service Building, Mangilao, Guam. That at said time and place there transpired the following:

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1 **MANGILAO, GUAM; MONDAY, NOVEMBER 17, 2025: 10:02 A.M.**

2
3 MS. ROJAS: Okay. Hafa adai and good
4 morning. Thank you to everyone for being here.
5 My name is Theresa Rojas, I am the general legal
6 counsel for the Guam Waterworks Authority. This
7 is a public hearing for the Guam Waterworks
8 Authority to hear public comments on GWA's
9 Proposed Amendments to Title 28, Chapter 2 of the
10 Guam Administrative Rules and Regulations
11 concerning GWA's Fats, Oils, and Grease or FOG
12 Program. Today's date is Monday, November 17,
13 2025 and the time is now 10:02 a.m., and I'm
14 officially calling this public hearing to order.

15 Okay. For the record, we are conducting
16 this hearing in person at GWA's main offices in
17 Fadian Mangilao on the third floor in the CCU's
18 boardroom. This public hearing is also being
19 live-streamed and we are online on the CCU
20 YouTube channel.

21 A recording of this meeting will be
22 available for public view after the hearing has
23 concluded and it will be available again on the
24 CCU's YouTube channel. As some housekeeping
25 matters and in compliance with the public hearing

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1 procedures under the Administrative Adjudication
2 Act and Guam's Open Government Law, a public
3 notice for this hearing was made available and
4 published. The First Notice for this public
5 hearing was published electronically in the Guam
6 Daily Post and Pacific Daily News on October 31st,
7 and was also published in the print edition of
8 the Guam Daily Post on October 31st.

9 The Notice was amended and reannounced on
10 November 8th, 2025 and again it was re-amended.
11 It was amended and published electronically again
12 in the Guam Daily Post and PDN on November 8th
13 and was published again in the print edition of
14 the Guam Daily Post on November 8th. The
15 amendment simply provided more detail to inform
16 the public that the hearing was going to be live
17 streamed and the recording would be available
18 online.

19 The Second Notice was published
20 electronically again in the Guam Daily Post and
21 in the PDN and was also published in the print
22 edition in the Guam Daily Post on November 15,
23 2025. A notice of this public hearing was also
24 posted to GovGuam's Public Notice portal, and I
25 believe it was also published to our GWA Facebook

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1 page.

2 Aside from the notices to the general
3 public prior to this hearing, GWA also sent
4 approximately 600 emails to high volume grease
5 or FOG producing stakeholders which included food
6 service establishments and FOG haulers on record;
7 and we reached out to these groups to ensure that
8 they are informed, aware, and given the
9 opportunity to participate in today's public
10 hearing. And concurrent with the publication of
11 the notices for this hearing, copies of the rules
12 along with the Preliminary Cost Impact Statement
13 became available for pickup at the same time the
14 First Notice was published. And they were
15 available for pickup or for view online on
16 October 31st. And they were available for pickup
17 or public view in the first-floor lobby with our
18 Customer Service Department. And they were
19 available online at guamwaterworks.org on our
20 webpage.

21 At this time, I would like to recognize
22 members of GWA's Compliance and Safety Team
23 who'll take the lead in administering our Fat,
24 Oil, and Grease Program. Online and with us
25 virtually is Assistant General Manager of

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1 Compliance and Safety, Mr. Paul Kemp.

2 MR. KEMP: Good morning.

3 MS. ROJAS: Thank you, Paul. And here in
4 the boardroom, we also have Ms. Evangeline or
5 Vangie Lujan, GWA Senior Regulatory Analyst.

6 MS. LUJAN: Good morning.

7 MS. ROJAS: I'd also like to recognize
8 Mr. Vincent Laguana, Management Analyst 4, who
9 presently oversees and manages GWA's Fat, Oil and
10 Grease Program.

11 MR. LAGUANA: Good morning.

12 MS. ROJAS: And Ms. Melissa Schaibold,
13 also with the Compliance and Safety Team. And
14 Melissa Schiaibold is GWA Source Control Manager.

15 MS. SCHAIBOLD: Good morning.

16 MS. ROJAS: We also have in the boardroom
17 members of our Operation Team. I'd like to
18 recognize Mr. Daniel Aguon, O&M Manager for
19 Wastewater Treatment.

20 MR. AGUON: Good morning.

21 MS. ROJAS: Mr. Jason Tudela, O&M Manager
22 for Wastewater Collection.

23 MR. TUDELA: Good morning.

24 MS. ROJAS: And Mr. Ignacio Reyes,
25 Wastewater Treatment Leader for GWA.

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1 MR. REYES: Good morning.

2 MS. ROJAS: And we also have a member of
3 Executive Management with us today. We have
4 GWA's Chief Financial Officer, Ms. Taling
5 Taitano.

6 MS. TAITANO: Good morning.

7 MS. ROJAS: Okay. So, the agenda for
8 today's hearing, aside from the public testimony,
9 we will be giving some opening remarks, and we'll
10 have a presentation on the proposed rules. And
11 the members of GWA's Compliance and Safety Team
12 will give those remarks and a presentation of the
13 proposed rules. And then we will move on to
14 public testimony. And then I'll provide just an
15 overview of the rulemaking process. And then
16 from there we can adjourn. Okay.

17 So, at this time for opening remarks on
18 GWA's Fats, Oil, and Grease Program, I'd like to
19 turn over the hearing to GWA's Assistant General
20 Manager of Compliance and Safety, Mr. Paul Kemp.
21 Paul, you're recognized.

22 MR. KEMP: Thank you. Got it. Okay.
23 Let me start by saying that the objective of the
24 gathering here today is to look at how to keep
25 the sanitary sewer in the pipes designed to carry

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1 | it to the wastewater treatment plants. This is
2 | the primary concern. Maybe a little history
3 | would help here. The FOG, or Fats, Oil, and
4 | Grease Program is a formal tool by which GWA can
5 | work to help protect the wastewater collection
6 | system, that's the sanitary sewer, to keep it
7 | clean, free, flowing and sanitary. Many of the
8 | -- or most of you may well already be aware of
9 | the current problems that GWA has in managing the
10 | sewer system and the regulations we are currently
11 | attempting to follow.

12 | Now, we weren't all that satisfied with
13 | them and there's a considerable outside pressure
14 | from U.S. EPA to push us. But we, you know, GWA,
15 | live here on Guam and understand the situation
16 | far more or far better than anybody that's
17 | outside GWA or outside Guam.

18 | When I first moved here, that's the
19 | summer right after Pongsongwa; and for some
20 | considerable time after that, sewage in the
21 | streets was a common occurrence and it occurred
22 | almost everywhere. And some of it was because
23 | of improper maintenance or maintenance needs in
24 | the sewer system and some of it was just because
25 | nobody had bothered to pay attention to the

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1 sewers as a priority either.

2 So, now, one thing that logged in a bit,
3 one thing that logged in a bit of FOG related
4 programming either way is a first approach was
5 to proceed with cleaning and kind of trying to
6 see to it that we were maintaining the sewers the
7 best way we could.

8 The first step to begin trying to manage
9 FOG related spills was because there was more to
10 it than just what we could handle with our own
11 sewer system maintenance. And the only
12 enforcement ability we had was what was currently
13 in Guam law, was hope that the renewed effort to
14 encourage towards enforcing the regulations would
15 reduce the problems in the sewer. It helped, but
16 it didn't cover the issue. So, we began to offer
17 training and field support and people working
18 with members of the community on a visitation
19 schedule, that we will be going over that.
20 Anyway.

21 MS. ROJAS: We can hear you.

22 MR. KEMP: We started to have a little
23 bit more participation with the community; and
24 we thank you for that, for your support in this
25 area. We have only one method of enforcing the

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1 existing law, that's shutting off water.
2 Anybody, you know, is seriously non-compliant.
3 And as you're probably all well aware, that's
4 really an uncomfortable thing for us to have to
5 deal with. And certainly, it's not comfortable
6 for anybody that gets their water shut off.

7 So, we've been watching our wastewater
8 collection system over -- paying more attention
9 to the problem. And then U.S. EPA started to
10 push us as well. The federal scrutiny and
11 encouragement for improvement continue today to
12 increase; and under the support of the CCU and
13 GWA management, the GWA staff had undertaken
14 inspection and training for Guam who manages the
15 issue.

16 Further now, we have the partial, the
17 2024 Partial Consent Decree which calculate
18 penalties over GWA's built sewage out of our
19 system. So, that's going to increase the cost
20 of operating GWA.

21 As I mentioned earlier, the sole
22 enforcement method that we have at this time is
23 just to pull water off. Normally, at GWA, and
24 I'm sure none of you -- again, I'll say this
25 again, it's really that, because of that limit.

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1 Currently, proposed revisions of the regulations,
2 does not change what's required in terms of
3 compliance. But the main objective here comes
4 from the fact that nobody wants their water shut
5 off.

6 Proposed revisions to the regulations are
7 first and foremost a way to provide a means, or
8 more currently for, according to GWA's first to
9 pull -- for public health. Anyone jumping right
10 into the program will of course be supported big
11 time by GWA with training, support, whatever
12 support we can provide.

13 Requirement as needed, they can get -- to
14 get things going in the right direction. We now
15 have -- the objective of the new regulations is
16 to encourage people with stronger and stronger
17 response on our end when we don't get support.
18 When we do have support, things are going to work
19 a lot better. And the whole idea is to keep the
20 sources complete, free-flowing and sanitary.
21 Thank you.

22 MS. ROJAS: Paul, thank you. Thank you
23 again for the opening remarks. So, the next item
24 on our agenda is the presentation of the proposed
25 rules. And just so, for clarification. And so,

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1 this is on record and the public is very clear.
2 There are existing fats, oil, and there are
3 existing rules under our Guam Administrative
4 Rules.

5 So, the next two presenters will discuss
6 the existing rules, the changes to the current
7 rules; and the presentation is aimed to provide
8 a summary for the general public and for those,
9 you know, stakeholders who these rules will
10 affect. So, I will now recognize Ms. Vangie
11 Lujan, our Senior Regulatory Analyst, and Mr.
12 Vincent Laguana, who will go through a PowerPoint
13 presentation of these rules.

14 MS. LUJAN: Thank you so much. Thank
15 you, Mr. Kemp, for providing some background and
16 some information on the need for us to create
17 this program. And I encourage the public to come
18 to our website or visit our office to look at
19 what these changes are because we have not been
20 able to fully implement program until these
21 regulations are in place.

22 So, under the current Title 28, which is
23 our Administrative Rules, which is for public
24 utilities, we, as our attorney had said, we do
25 have some regulations that are in place. But as

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1 Mr. Kemp has explained, the only avenue for us
2 to enforce this is really turning off your water.
3 So, currently the requirements for a grease trap
4 or grease removal devices are in our existing
5 Section 21(5). It does say that all commercial
6 establishments must install grease traps prior to
7 discharging into our sewer. All new applicants
8 must locate all the -- must locate all the
9 infrastructure within the easement. But also,
10 it requires a grease trap to be installed in all
11 commercial establishments.

12 In our Section 2120, there's a section
13 that does say that grease is prohibited from
14 entering into our wastewater treatment plant, our
15 wastewater collection system. And there's a
16 whole full list in our -- in Section 2120 that
17 describes all the substances that cannot enter.
18 The grease trap must be approved by our Sanitary
19 Engineer, which we're changing the name, that
20 will be our Assistant General Manager for
21 Engineering. And that Section is 2120.

22 Our engineering staff does approve the
23 type of these removal devices that you are
24 allowed to have. And then as we've been talking
25 about it, the enforcement is under 2120(a), which

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1 is really all things, all enforcement for GWA is
2 really ultimately shutting off your water.

3 So, next slide. Our proposed changes
4 include clarifying all the roles and
5 responsibilities for the food establishments as
6 well as for FOG haulers. It will also establish
7 a permit and define what inspections are going
8 to look like, and the requirements of the food
9 establishments as well as the FOG haulers.

10 We are incorporating a very strong public
11 outreach and education because we really want to
12 work with the community to reduce the amount of
13 FOG into our system. And we really believe that
14 education and voluntary compliance is really how
15 we want to be able to reduce that; as well as our
16 program will establish more a very robust
17 enforcement program. It establishes a permit for
18 all FSEs. A once-a-year permit is also going to
19 be required to be renewed.

20 As part of the permit, you will also
21 define the sizing using the International
22 Building Code and the International Plumbing
23 Code, as well as U.S. EPA's design manual for
24 onsite wastewater disposal. As Mr. Kemp said,
25 we're going to be using more progressive

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1 enforcement. And so, it's not right away if you
2 don't comply with or you don't get a good
3 inspection; it does not mean we're going to shut
4 off or visit the water right away. Instead, we
5 will have progressive enforcement and we'll go
6 through that in a little bit.

7 Our new regulation will also regulate the
8 FOG haulers. Currently we do have a permit where
9 wastewater collect haulers do come to our
10 wastewater treatment plant and dispose of septic
11 water, but not for FOG. And so, we will be
12 regulating that and creating a specific permit
13 for that. And then it defines all the public and
14 outreach education programs that we really want
15 to be able to do.

16 So, we are going to work with Department
17 of Public Works for the notification of the FOG
18 permit. The FOG permit process will start with
19 them. You must obtain a permit if you're a new
20 business for -- within 90 days before opening the
21 food establishment. The permit will be required
22 for all new FSEs and any FSEs that are being
23 remodeled.

24 So, if you're going from a smaller space
25 to a larger space, or vice versa, you will be

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1 required to update your permit. Any kind of
2 remodeling of the business, we want to be able
3 to capture that. Sometimes there's a business
4 that's established for other types of uses and
5 then it gets remodeled and a food establishment
6 gets put in, will require an FSE permit for that.
7 Any kind of change to the ownership of the FSEs
8 as well as the building owner.

9 Next. Some of the program goals are
10 really -- we started this so we can comply with
11 our federal regulations that include the Clean
12 Water Act. We have the FOG program requirement
13 under our NPDS permit for our wastewater
14 treatment plants.

15 And now, as Mr. Kemp said, it's going --
16 it's a requirement under our partial consent
17 decree. What is different with all of these other
18 regulations is that for every sanitary sewer
19 overflow, requires to be fined. And so, it's
20 very important for us to try to reduce that so
21 that it does not cause us to increase the rates
22 to the customer.

23 The other program goal is really to
24 reduce the FOG in the sewer system. As Mr. Kemp
25 has explained, all the sanitary sewer overflows

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1 is a health hazard. Having sewer on the streets
2 or entering into any of our water waste has health
3 issues for people walking through it or even for
4 our marine life and marine resources, if that
5 sewer enters into the ocean or any rivers and
6 streams; because ultimately, we also obtain water
7 through our aquifer, and if it seeps down the
8 aquifer, it does increase contaminants.

9 Ultimately, our goal is to eliminate all
10 sanitary sewer overflows. We want to be able to
11 improve functionality of the wastewater
12 collection system and treatment performance by
13 lowering the operational costs and to be able to
14 protect the environment and the public's health.
15 We want to provide effective guidance on the FOG
16 control devices.

17 I know that in the past, people are
18 putting in grease traps and maybe they're not
19 appropriately sized. This program will establish
20 better controls over that, as well as get better
21 information about the appropriate size for grease
22 traps and grease removal devices for any
23 facility. It will also provide more guidance on
24 maintenance for those systems. We want to be
25 able to educate the public and businesses and FOG

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1 haulers and everybody associated with
2 contaminants into our wastewater stream; how to
3 reduce FOG, especially. And through BMPs.

4 One of the things that, as we've been
5 developing this program is really building the
6 relationship as our partners, not just with Guam
7 EPA, but public health as well, in terms of
8 ensuring the inspections and permit requirements
9 are in place.

10 And so, we will be establishing an
11 outreach and education program with the food
12 establishments, management staff, the FOG
13 haulers, and of course the public; because we
14 really need the public to participate. A lot of
15 FOG is also generated in residential areas. And
16 we need to really ensure that, especially as the
17 holidays are coming, that really, it's not good
18 to be putting fats, oil, and grease down the
19 drain; it will clog up our system and cause
20 spills. The FOG becomes hard, and so it becomes
21 a problem for our wastewater collection as well
22 as our wastewater treatment staff.

23 Next slide. So, who must comply? This
24 regulation is really geared towards commercial
25 establishments and anybody that has a food

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1 establishment; that's restaurants, cafeterias,
2 food trucks, anyone connected to our wastewater
3 system. But it's not just one connection. So,
4 if you're in a mall, all those food
5 establishments, this requirement or requirements
6 will apply to you, including home-based
7 businesses and commercial kitchens.

8 I know that after Covid, a lot of people
9 are cooking in their home and they are having
10 small businesses within their home. So that will
11 apply as well. And as I've been saying, the FOG
12 haulers will also be permitted. We really -- one
13 of the things is really working with the
14 residents to reduce FOG in their system. And we
15 are going to do a lot of best management practices
16 so that they already try -- encourage them to
17 follow best management practices, so that they
18 too can participate in reducing FOG within our
19 system.

20 Next. Here's some of the requirements
21 for the program itself. So, as I said, all food
22 establishments must obtain a FOG control
23 discharge permit. They must install and maintain
24 their grease removal devices, so that they're
25 correctly sized as well as they're functioning

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1 correctly.

2 The program requires, allows all GWA
3 inspectors to access the grease removal device.
4 They will be checking to see if the grease removal
5 device is maintained and cleaned. And so, we do
6 have a 25% rule which identifies at what point
7 cleaning must be done.

8 Record keeping is critical. We need to
9 see how often your FSEs has the commercial FOG
10 haulers come and take the -- remove the grease
11 and where that grease is going. And then of
12 course, the permitted -- who you use as a
13 permitted hauler and the frequency. We want to
14 make sure that the program is going to make sure
15 that we are properly disposing of the grease.

16 Currently, GWA's treatment plants do not
17 take the grease itself. However, that is in the
18 -- we're working towards that. Right now, there
19 are FOG haulers that are approved by Guam EPA,
20 and that they manage their grease when you take
21 it to them. And so, Guam EPA is responsible for
22 ensuring that those FOG haulers are permitted and
23 they do the inspections for them.

24 When the FOG control program is adopted,
25 we will create a full permitting process. Many

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1 of the food establishments are familiar with our
2 staff. Vince is one of them that goes to the
3 different establishments and inspects the
4 facilities and looks at the grease removal
5 device.

6 He has already established a database,
7 and the database information is a requirement
8 under our NPDS permit to report that information
9 yearly to them. Once our proposals are adopted,
10 we will be making, doing a lot in terms of
11 educating the public about the permits and what's
12 the requirements and the timelines on that.

13 Next. So, here are some of the
14 requirements for the food establishments.
15 Really, food establishments must apply for and
16 also renew their FOG control discharge permit.
17 They must install the appropriately sized grease
18 removal device and establish a sampling point.
19 The devices must be cleaned regularly when solids
20 reach 25% of capacity.

21 We are allowed to do the inspections to
22 make sure that it's clean. We ask the FSEs to
23 inspect their -- or to make sure that the areas
24 around the grease removal device are kept clean
25 and that there's a cleaning log. GWA inspectors

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1 can review those cleaning logs as part of the
2 inspection. There will be trained -- FSEs are
3 required to do some training on all the best
4 management practices. And all those practices
5 are, although not necessarily extensive, it's
6 pretty complete as to what you need to do. And
7 it's really to help the FSEs provide longevity
8 for their waste removal device, and probably
9 reduce some of the cleaning.

10 So, one of the ones that we want to make
11 sure that all FSEs have is really signage, so
12 that they do have BMPs posted in their
13 establishment so that the staff, because we
14 understand how staff can turn over, but to have
15 visual reminders of what to do. And then as I
16 said, all FOG permits including FOG haul permits
17 need to be renewed annually.

18 Next. Here are some of the requirements
19 for the FOG haulers, and this is all in our guide,
20 our program documents. They need to hold the
21 Guam EPA license. The Guam EPA is the one that
22 licenses FOG haulers. They still need to get a
23 FOG hauling permit from GWA.

24 They must make -- the FOG hauler must
25 maintain the manifest for each of the pickups

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1 that includes the date they were picked up, the
2 FSE that was picked -- the businesses they went
3 to, the volume and where they're disposing of it.
4 Guam EPA approves those facilities. But
5 eventually, hopefully in the future, GWA will be
6 one of those places that you can. But currently
7 we do not do that.

8 We want to make sure FOG haulers do the
9 best management practices as well to prevent
10 spills. They are -- when they pick up FOG from
11 FSEs, they must make sure that they don't -- that
12 they keep the place clean, what kind of
13 maintenance they're doing in handling of the FOG
14 as well as handling of the records. There is an
15 annual permit renewal, and compliance. And
16 compliance, compliance can do inspections on
17 those records.

18 One of the things is our program that
19 we're using, FOG BMP does have training modules
20 for both the FSEs as well as for the FOG hauler
21 operators. And so, we would be encouraging them
22 to go to those modules to ensure that they are
23 able to get some training as well. But that's
24 something that we've done this year is we do --
25 Vince has been able to work with the FSEs to

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1 provide formal training for the FSEs as well as
2 for the FOG haulers. Some of the best management
3 --

4 Next. Some of the best management
5 practices, these are just examples for FSEs
6 management staff and kitchen staff is listed in
7 the FOG manual. They include wiping down the
8 plates using sink drainers, making sure that
9 everything's labeled. For residential people
10 it's really don't pour the grease down your
11 drain. You should make sure that you save that.
12 And DPW does have a place where they can give
13 them your grease. It is part of the DPW Solid
14 Waste Program; and it's free to -- they receive
15 grease for free. The BMPs for FOG haulers do
16 include keeping the outdoor grease lids covered
17 and away from storm drains. And for them it also
18 is really making sure the records are there.

19 Next. As one of the enforcement parts,
20 one of the things that we are doing is doing more
21 enforcement. We believe this program expands
22 inspections and enforcement. So, all FSEs will
23 be inspected yearly, more often if there's non-
24 compliance, and more often if there is
25 complaints. Or when a -- we are required under

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1 | our current MPS permit that if there's a SSO,
2 | Sanitary Sewer Overflow, in the area, our
3 | inspectors go out to all the FSEs within that
4 | vicinity of the spill, and they must go and do
5 | an inspection on all those FSEs.

6 | If it's in a residential area, they do
7 | have to notify the residents, and they do door
8 | hangers or some kind of public outreach to let
9 | them know that spill has occurred in their area
10 | and to reduce or eliminate grease going down
11 | their drains.

12 | We really want to work with the FSEs to
13 | come into compliance. Our goal is not
14 | necessarily to collect fines from them. What it
15 | is, is really wanting people to understand the
16 | importance of not putting grease in the drains
17 | that will eventually get hard and become a
18 | problem for your GWA. It's really to give enough
19 | information to the FSES for them to come into
20 | compliance.

21 | As Mr. Kemp said, we're really working on
22 | progressive enforcement. Violators may be
23 | triggered by a notice of violation. There may
24 | be fines. In our enforcement component, there
25 | is a show cause order. And then only after we've

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1 really tried to work with you, and if you're just
2 completely resistant to fines and encouragement,
3 well, our last resort is to turn off your water.

4 And as Mr. Kemp has mentioned, in the
5 past it has really affected businesses in terms
6 of, well, if we turn off their water, then it
7 becomes difficult for them to operate their
8 facility. The fines all vary from -- depends on
9 the type of violation and the list of fines; and
10 the amounts are listed in the FOG manual. They
11 include things like you don't have a permit, you
12 falsified your records, you tampered with the
13 grease removal device.

14 The next slide shows the example of the
15 fines and violations for the FSEs. Please go to
16 our manual and you will see that. We really want
17 to be able to work with you, so what we've seen
18 with the staff right now is really working with
19 them to try to get businesses, food
20 establishments in compliance. But if you still
21 don't want it, we'll visit you many times because
22 we really want to try working with you.

23 So, maybe the first time or second time
24 even, we're not issuing you a notice of
25 violation. But if we don't see that you're making

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1 any progress towards trying to improve that,
2 you're not communicating with us on trying the
3 things that we're making recommendations, we may
4 issue you a notice of violation. That first
5 notice of violation, there is no fine for that.

6 However, if we have to issue you a second
7 violation or a third violation, and finally the
8 fourth violation, means you have no water
9 service. There are fines associated with that
10 and the fines run per day. Our fine bars reflect
11 some of the comments that we received back from
12 U.S. EPA, and U.S. EPA requires fines to be daily.

13 Next. The second. Fines and violations
14 are for FOG haulers. And one of the biggest
15 things about FOG haulers is if you don't have a
16 permit or you're falsifying the records on your
17 receipts or anything like that, that's a very big
18 violation for us. Same thing. We want to be
19 able to work with the FOG haulers.

20 The first violation is just a notice of
21 violation. The second and third are fines-per-
22 day. And you can see that the fines are more
23 significant than -- a lot significant compared
24 to the food establishments; because they are
25 making money off of the -- going to these

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1 facilities. And then of course, the fourth one
2 is really removing your permit.

3 Next. Both the food establishments and
4 the FOG haulers have a database that we are
5 required to update yearly. GWA must maintain
6 this FOG database and track all the permits,
7 inspections and manifests. We must report to
8 U.S. EPA under our NPS permit. It is a
9 requirement. They provide a list of information
10 that we have. The list that we require you to -
11 - the information that we require to report to
12 US EPA is part of the information that we are
13 collecting on our permit. The data needs to be
14 verified. The data is used to determine
15 hotspots.

16 Now, hotspots are anywhere within our
17 wastewater collection system where we've had more
18 than two spills in one year. And then we have
19 to ask our wastewater collection manager to go
20 out and evaluate if that should be on the list.
21 We have a list currently of areas that are
22 problematic. A lot of times it's because the
23 infrastructure needs to be updated -- repaired
24 or upgraded for that area. So, they must
25 prioritize it for cleaning.

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1 And so, we do have -- we're required
2 through U.S. EPA to provide a list of the areas
3 that have problematic, that we have multiple SSOs
4 during the year. And so, this information that
5 we're collecting identifies those areas and puts
6 additional attention to that.

7 The other thing that we are trying to do,
8 and the information collected in the database is
9 really trying to improve the effectiveness of the
10 FOG Control program. We do have performance
11 measures that we have agreed to with U.S. EPA on
12 how do we know that what we're doing is improving
13 it; not just in terms of how many spills, but
14 just also outreach and education to the community
15 is also included.

16 Next. And so, as we're talking about
17 outreach and education, really, we would like
18 residences as well as business establishments to
19 be able to understand the importance of some of
20 their actions and how it has impacted our system.
21 So, we will be developing fact sheets, host
22 workshops, partner with other agencies. And we
23 have been doing this in the past 10 years.

24 We have been able to work with Guam EPA
25 and Public Health, Guam Hotel Restaurant

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1 Association, some of the other food
2 establishments, to create these training
3 opportunities with the community. So, this is
4 something that we want to be able to do more
5 frequently. The outreach is targeted to FSEs,
6 residences, schools, and community groups. We
7 really need the community to participate so that
8 they can prevent FOG from entering our system and
9 preventing sanitary sewer overflows.

10 So, here's how residents can help. They
11 really should never pour grease, cooking grease,
12 down their drains or their sinks or their
13 toilets. I think in the past like 20 years,
14 dishwashing liquid soap, like Dawn especially,
15 have excellent commercials that make it seem like
16 when you use Dawn, the grease on your pots and
17 pans disappear, but it really doesn't. It just
18 removes it from the dishes, but it goes down our
19 drain. Grease does not disappear. It ends up
20 either in our pipes, hopefully not in our
21 wastewater treatment plant. But it doesn't go
22 away. It becomes hard. And it can be as hard
23 as a boulder. And that blocks our system.

24 And blocking our system, not just -- has
25 spills on our streets. What it does a lot of

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1 times is it backs up and it can go into people's
2 homes. So really, we want to prevent the public
3 from that type of exposure to sewer.

4 So, one of the other things that
5 residents can do is really wipe their pots and
6 pads with paper towels, dispose of it in the trash
7 can, recycle oil as much as possible. DPW has a
8 facility. Solid Waste does have a facility in
9 the area; and it's free.

10 Use the sink strainers and limit garbage
11 disposal use. Report any grease-related sewer
12 issues to GWA promptly. Report any illegal
13 dumping. Sometimes you see, we see people
14 dumping in our manholes; that must be reported.
15 And then bring cooking grease to, as I keep
16 saying, to Solid Waste's Household Hazardous
17 Space Facility near DPW.

18 Hopefully, in the future, we can do
19 village-sponsored pickups. I know that we tried
20 that a couple of times and it's really been
21 successful. So, we really need the public to
22 help us to ensure that oil is collected and
23 disposed of properly.

24 So, that is really what our program
25 entails. If you want to be able to review that,

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1 you can go to our website. Or if you're
2 interested in learning more about our FOG
3 Program, you can also go to our website. Next.
4 Thank you.

5 MS. ROJAS: Vangie, thank you very much
6 for that overview. Vince, did you want to add
7 anything?

8 MR. LAGUANA: No.

9 MS. LUJAN: Thank you. Thank you. I'm
10 Sorry. So.

11 MS. ROJAS: Thank you again to GWA's
12 Compliance and Safety Team. Before we move on
13 to public testimony, did Operations want to offer
14 any remarks at this time?

15 MS. SCHAIBOLD: No.

16 MS. ROJAS: So, just for the benefit of
17 the public, it is actually GWA's Operations Team
18 who goes out there and kind of handles the onsite
19 issues that result from any clog, right? In our
20 wastewater treatment system.

21 MR. LAGUANA: Yes.

22 MS. ROJAS: So, when fats, oils and
23 grease build up in our sewer pipes, we are
24 required to manually appear on site to address
25 those issues; and that's one of the primary

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1 reasons for this program. When fats, oils, and
2 grease build up and there's not as clear flow
3 available, of course, it takes manpower and it
4 takes time. And so, we really do require the
5 outreach and the inspection, and unfortunately,
6 I guess the penalties in some cases that this
7 program is trying to put in place. Okay?

8 MR. LAGUANA: Right.

9 MS. ROJAS: So, we'll now move on to
10 public testimony. Can I get the sign-in sheet?
11 You know, before we move on to public testimony,
12 we'll also -- I will discuss a little bit about
13 the economic impact. So, again, what we're
14 trying to do here is we're trying to add into our
15 Title 28, Chapter 2, which is our Service Rules
16 and Regs, that we're trying to add the specific
17 detail of everything that Ms. Lujan described.
18 So, the notice of violations, definitions of a
19 FOG hauler, all of the inspection requirements,
20 all of that detail is really going to be included
21 in Title 28.

22 So, when we promulgate rules, the law
23 requires that we also include any economic impact
24 right to the general public. So, if there is an
25 economic impact that exceeds \$500,000,00 to the

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1 general public or to an individual, we're
2 required to really spell that out. But in
3 instances where the impact to the economy is
4 below \$500,000.00, what's required under law is
5 what's called a Preliminary Cost Impact
6 Statement.

7 So, after discussions with GWA's
8 Compliance and Safety Team, our conclusion today
9 is that there will be no economic impact that
10 will individually or collectively exceed
11 \$500,000.00. For one, Ms. Lujan talked about the
12 permits. The permits that are going to be
13 required under this program and in our rules are
14 not going to have any fee. It's really for us
15 to collect and build a database, a formal
16 database of food service establishments and FOG
17 haulers that we have registered with us. So,
18 we're able to accurately perform our
19 investigations and our inspections. Right?

20 So, the permits, there's no fee. The
21 only fees that are associated with the
22 implementation of these rules are the progressive
23 fines. The fines are included in the FOG Program
24 manual, which are available at Section 8 in Table
25 8.1 and 8.2. But I realize that those are a

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1 little bit buried in all the rules that we've
2 posted online.

3 So, after this hearing, what we're going
4 to do is we're going to we're going to pull those
5 out and we're going to independently put up a
6 link for the fines. So, each, any interested
7 food service establishment or FOG hauler, or any
8 resident can readily view those fines and have
9 easy access to them.

10 So, the fines are -- I mean, they really
11 range in, again, the notice of violation, as Ms.
12 Lujan explained, there's no fine, right? It's
13 just a notice that you're in violation with the
14 rules that we're proposing here today. And the
15 first fine really starts at a minimum of \$500.00.
16 And then they really, the fines go up to a maximum
17 of \$5,000.00 per violation per day. They're per-
18 day violations. So, of course, they can build.

19 Still, our estimates are that it will not
20 exceed \$500,000.00 by the time we get to the most,
21 I guess, the maximum fine; at that point, you
22 would have been notified, you know, at several
23 points. So, we hope that per-violation-per-day
24 would really encourage, of course, compliance
25 with the rules rather than continual violations.

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1 So, another thing I wanted to mention is
2 GWA's FOG Program currently exists, but we do
3 this program really in conjunction with rules
4 that are already established by other agencies.
5 So, grease removal devices are already in place
6 and are in law as required by the Guam Department
7 of Public Health and Social Services and Guam
8 EPA. So, there are existing rules, right? That
9 require grease control devices to be in place.

10 So, that again, because those are already
11 in place, we do not foresee any immediate
12 economic impact to the general public. But what
13 the program does allow is for us to inspect, you
14 know, those grease removal devices for us to
15 ensure that they're properly sized, right? With
16 your food service establishment. And that that
17 sizing is a benefit not only, of course, to the
18 food service establishment and our sanitary sewer
19 collection, it's also a benefit to the community.
20 Right?

21 And so, now, we're going to do
22 inspections that will allow us to really help our
23 system and then help a food service establishment
24 truly understand the impact and the levels of
25 discharge that they have, and whether that grease

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1 removal device is adequately sized against their
2 establishment. So again, because there are
3 existing rules in place, we have not identified
4 an economic impact that will again exceed
5 \$500,000.00. Yes.

6 So, the inspections and cleaning, so
7 there will be -- there's no cost, of course, for
8 the inspection. Those costs are borne by Guam
9 Waterworks Authority. Cleaning costs of the food
10 service establishment, those cleaning costs are
11 not estimated, again, to exceed \$500,000.00 to
12 any individual food service establishment.

13 The outreach costs and the education and
14 the training, those costs are borne by GWA.
15 They're not, there's no fee for signing up,
16 there's no fee for becoming educated and learning
17 more about the program and the rules to the
18 public. So again, there's no immediate economic
19 impact.

20 So, for those reasons, a Preliminary Cost
21 Impact Statement was provided and made available
22 to the public along with these rules. And again,
23 our conclusion is that there will be no economic
24 impact to the economy or an individual or
25 individual business, that will exceed

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1 \$500,000.00.

2 MS. LUJAN: Can I just make sure, because
3 Melissa Shackle is also here and she is
4 responsible, pre-treatment. And a FOG program
5 is part of the pre-treatment program. And did
6 you have anything more to add to this?

7 MS. SHACKLE: No.

8 MS. LUJAN: Okay. Okay, thank you.

9 MS. ROJAS: Thank you again to Vangie,
10 Paul, and the GWA Compliance and Safety Team.
11 And we also thank, of course, our GWA Wastewater
12 Treatment and Wastewater Collection Operations
13 Team for being here.

14 So now, we'll move on to public testimony
15 And some housekeeping rules. So, any members of
16 the public here today who are testifying, we just
17 ask that you state your name for the record and
18 that first you be recognized before speaking.

19 We also ask that you state the
20 organization or entity you represent, if any.
21 You know, you're able to read any written
22 testimony that you have available into the
23 record, or you can even submit testimony. You
24 can submit testimony without speaking. I do
25 notice that there are some members of the public

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1 here, but I will state for the record that there
2 have been no individuals who have signed up to
3 provide any testimony at this time.

4 So, if there are no individuals who are
5 going to provide testimony, I will say for the
6 general public that we will continue to accept
7 any written testimony via email up to December
8 1, 2025, and that's 14 calendar days after this
9 hearing has concluded. And the written testimony
10 can be sent to our email address at -- it can be
11 sent via email to fogproject@guamwaterworks.org.
12 Okay. And so, that information is available on
13 the website.

14 Again, the email address is
15 fogproject@guamwaterworks.org. We will continue
16 to accept written public testimony up until that
17 time.

18 Before we conclude, I just want to
19 confirm, did we do a check of the lobby? Okay.
20 So, what we're going to do is, because we're on
21 the third floor of the Fadian Building in
22 Mangilao, and the public really don't have
23 general access to our Customer Service Division,
24 we're just going to take a short recess. We're
25 going to confirm that nobody is downstairs on the

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1 first floor who's waiting with the guard or
2 otherwise, and then we'll resume the hearing
3 after that. So, just a short recess.

4 (Whereby, a short break was taken from
5 10:57 a.m. to 11:01 a.m., and then the Public
6 Hearing resumed)

7 MS. ROJAS: Okay. Thank you everyone.
8 We're resuming the FOG hearing. After a short
9 recess, we've done a check of the first-floor
10 Fadian Customer Service lobby, and there are no
11 members of the public here available who will
12 provide testimony.

13 So, the last item on our agenda really is
14 just closing remarks and adjournment. So, before
15 we close, I do want to thank everyone who came
16 out today to share their views and their
17 expertise. We also like to thank the Compliance
18 and Safety Team for all of the hard work that
19 they've put into the creation of this program and
20 the rules.

21 And our Compliance Safety Team, for the
22 record, did work very closely with the United
23 States EPA Office in order to ensure that these
24 will also comply with federal guidelines. You
25 know, everyone's input plays a vital role in

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1 shaping the program that will protect our
2 wastewater system. And the program again is
3 intended to be fair and practical, right, for
4 business and residents that it affects.

5 So again, the public comment period will
6 remain open until December 1st, which is 14 days
7 after today's hearing. And written comments can
8 be sent to fogproject@guamwaterworks.org, and
9 we'll post that there. Okay. So, the public
10 should be able to view that email address now.
11 And it does say right there,
12 fogproject@guamwaterworks.org.

13 We do anticipate that public testimony
14 will be received. That testimony will be
15 reviewed and of course, will be considered before
16 transmission to the Guam Legislature. So, again,
17 this is a public hearing that is required in order
18 for GWA to adopt rules into its Title 28, Chapter
19 2.

20 So, after this hearing, what's next is we
21 will collect and compile any written public
22 testimony that's been provided. We will consider
23 whether or not any changes or modifications or
24 corrections to the rules are required to be made.
25 And after that is done, we will send a complete

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1 package of the identical rules that we have
2 published and provided, and a copy of this
3 hearing, which is also being transcribed by a
4 court reporter, we'll send a copy of this
5 hearing, a recording and a written transcript
6 both to the Office of the Attorney General and
7 the Office of the Governor.

8 The rules require that we send the
9 complete package of our rulemaking process to the
10 Office of the Attorney General so the Attorney
11 General can confer and confirm that all of the
12 requirements in the Administrative Adjudication
13 Act have been followed.

14 The Office of the Governor, under
15 statute, is required to ensure that the
16 implementation of this of these rules subscribe
17 and align with public policy. And after we
18 receive clearance from both the Office of the
19 Attorney General and the Office of the Governor,
20 we will then forward a complete package of these
21 rules to the Guam Legislature.

22 The Administrative Adjudication Act
23 requires that we send copies of the rules to the
24 Speaker of the Guam Legislature, the Legislative
25 Secretary, and our Oversight Chair. So, we will

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1 be sending it to those three specific
2 individuals. And the Legislature will have 90
3 days to review the rules, the testimony provided
4 today, I mean any testimony that may be provided,
5 the hearing today, and they will have up to 75
6 days to decide whether or not they want to conduct
7 their own public hearing.

8 If there is no public hearing within 75
9 days, they have 90 days to act. And if there is
10 no action, by default under law, the rules will
11 be adopted by the Speaker of the Guam Legislature
12 and adopted through default with the Legislative
13 Secretary. So, that's the process and the next
14 couple of steps.

15 So, GWA is tracking, and it's really
16 required in the partial consent decree to have
17 these rules adopted by early February 2026. So,
18 there is a timeline for the general public so
19 they are aware; so food service establishments
20 are aware, FOG haulers, and of course, all of our
21 ratepayers are aware when these rules are planned
22 to come into effect. Again, that's early
23 February 2026.

24 So, from there, I have no additional
25 comments. Okay. And if there are no questions

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1 or remarks from anyone else, I think we can
2 adjourn today's public hearing.

3 So, the time is now 11:04 a.m. And so,
4 we are going to move to adjourn. This hearing
5 is hereby adjourned. Thank you, everyone.

6 MS. LUJAN: Thank you.

7 MR. KEMP: Thank you.

8

9 (Public Hearing adjourned at 11:04 a.m.)

10 **MANGILAO, GUAM, MONDAY, NOVEMBER 17, 2025**

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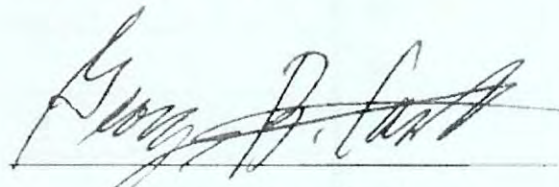
REPORTER'S CERTIFICATE

I, **George B. Castro**, Court Reporter, do hereby certify the foregoing 44 pages to be a true and correct transcript of the audio recording made by an Officer of Depo Resources at the time and place as set forth herein.

I do hereby certify that thereafter the transcript was prepared by me or under my supervision.

I further certify that I am not a direct relative, employee, attorney or counsel of any of the parties, nor a direct relative or employee of such attorney or counsel, and that I am not directly or indirectly interested in the matters in controversy.

In testimony whereof, I have hereunto set my hand and seal of Court this 30th day of November, 2025.


George B. Castro

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Bill No. - (COR)

Introduced by: _____

AN ACT TO *AMEND* SECTIONS § 2101, § 2102, § 2103, § 2104, § 2105, § 2106, § 2107, § 2108, § 2109, § 2110, § 2111, § 2112, § 2113, § 2114, § 2115, § 2116, § 2117, § 2118, § 2119, § 2120, § 2121 AND § 2123 AND TO *ADD NEW* § 2120.1, AND § 2123 TO ARTICLE 1, CHAPTER 2, TITLE 28, GUAM ADMINISTRATIVE RULES AND REGULATIONS,

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. Legislative Findings and Intent.

Section 2. § 2101, Article 1, Chapter 2, Title 28, of the Guam Administrative Rules and Regulations, is hereby *amended* to read:

§ 2101. Authority and Purpose.

(a) ~~5-GCA, Section 56108~~ 12 G.C.A., Section 14104 grants ~~authorizes~~ the Guam Waterworks Authority (“GWA”) broad powers over the production, treatment, transmission, storage and distribution of drinking water and the collection, treatment and disposition of wastewater in the Territory of Guam. In order to efficiently administer and enforce those powers, GWA is authorized to adopt its own rules and regulations and fee schedules for any violation subject to presentation and approval by its Board and which rules, regulations, and fee schedules may be amended in **the** future only upon presentation and approval by the Board. ~~to prescribe rules and regulations, including matters pertaining to business management as may be necessary for the proper and efficient operation of the~~

1 ~~Agency. Such rules and regulations shall include, but not be limited to, the manner~~
2 ~~in which charges for utility services and installation shall be paid to the Agency.~~

3 (b) These rules and regulations set forth uniform requirements for Users of
4 GWA's Water Service and Publicly Owned Treatment Works ("POTW"), and
5 enables GWA to comply with all applicable Federal laws, including the Clean Water
6 Act (33 United States Code [U.S.C.] section 1251 et seq.) and the General
7 Pretreatment Regulations (Title 40 of the Code of Federal Regulations [CFR] Part
8 403). The objectives of these rules and regulations are:

9 (1) To prevent the introduction of Pollutants into GWA's POTW
10 that will interfere with its operation;

11 (2) To prevent the introduction of Pollutants into GWA's POTW
12 that will Pass Through the POTW, inadequately treated, into receiving waters,
13 or otherwise be incompatible with GWA's POTW;

14 (3) To protect both GWA's personnel who may be affected by
15 Wastewater and sludge in the course of their employment and the general
16 public;

17 (4) To promote the reuse and recycling of Industrial Wastewater and
18 sludge from the POTW; and

19 (5) To enable GWA to comply with its National Pollutant Discharge
20 Elimination System Permit conditions, sludge use and disposal requirements,
21 and any other Federal laws to which GWA is subject.

22 These rules and regulations shall apply to all Users of GWA. These
23 rules and regulations authorize the issuance of individual wastewater
24 discharge permits or general permits; provide for monitoring, compliance, and
25 enforcement activities; establish administrative review procedures; and
26 require User reporting.

1 ~~(b)~~(c) Violation of any rule or regulation, upon notice and opportunity to be
2 heard being given to the violator, shall be sufficient cause for discontinuance or
3 suspension or refusal to establish service by the Authority of the services rendered
4 to the violator.

5 ~~(e)~~(d) Powers and Authority of GWA Inspectors or Agents of ~~the~~GWA. The
6 GWA Inspectors and other duly authorized employees of ~~the~~GWA bearing proper
7 credentials and identification shall be permitted to enter all premises for the purposes
8 of inspection, observation, measurement, sampling, and testing pertinent to the water
9 system and ~~the~~ discharge to the ~~community system~~ POTW, in accordance with these
10 provisions.

11 (1) The GWA Inspectors or other duly authorized GWA employees
12 are authorized to obtain information concerning industrial processes which
13 have a direct bearing on the kind and source of ~~d~~ discharge to the wastewater
14 collection system.

15 (2) The GWA Inspectors and other duly authorized GWA employees
16 ~~of the GWA~~ bearing proper credentials and identification shall be permitted
17 to enter all premises through which GWA holds a duly negotiated easement
18 for the purposes of, but not limited to, inspection, observation, measurement,
19 sampling, repair, and maintenance of any portion of the water and/or
20 wastewater facilities lying within the easement. All entry and subsequent
21 work, if any, on ~~the said~~ easement, shall be done in full accordance with the
22 terms of the duly negotiated easement pertaining to the premises involved.

23 ~~(d)~~(e) The purpose of these rules and regulations is to establish practices
24 governing the provision of ~~water~~ Water Services and Public Sewer System
25 ~~wastewater~~ services and to define mutual obligations between GWA and its
26 Customers. This includes, but is not limited to, providing for such hearing

1 procedures as will adequately protect ~~the~~ rights of affected persons under the
2 ~~constitution~~ Constitution of the ~~Untied~~ United States and the Guam Organic Act.

3 **Section 3.** § 2102, Article 1, Chapter 2, Title 28, of the Guam Administrative
4 Rules and Regulations, is hereby *amended* to read:

5 **§ 2102. Definitions.**

6 (a) For the purpose of these Rules and Regulations, unless it is evident from
7 the context that a different meaning is intended, certain words and phrases used
8 herein are defined as follows:

9 (1) The Act or Clean Water Act shall mean the Federal Water Pollution
10 Control Act, 33 U.S.C. §§1251-1387.

11 ~~(1)(2) The Agency or GWA shall mean the Guam Waterworks Authority.~~
12 ~~GWA is the Guam Waterworks Authority.~~

13 (2) Applicant is a person, firm, partnership, corporation, ~~an~~ association or
14 agency requesting GWA to supply water and/or sewer service.

15 (3) Application is a written or electronic request to GWA for water and/or
16 sewer service, as distinguished from an inquiry as to the availability or charges for
17 such service.

18 (4) The Authority or GWA shall mean the Guam Waterworks Authority.

19 (5) Authorized or Duly Authorized Representative of the User.

20 (i) If the User is a corporation:

21 (a) The president, secretary, treasurer, or a vice-president of
22 the corporation in charge of a principal business function, or any other
23 person who performs similar policy or decision-making functions for
24 the corporation; or

25 (b) The manager of one or more manufacturing, production,
26 or operating facilities, provided the manager is authorized to: (1) make
27 management decisions that govern the operation of the regulated

1 facility including having the explicit or implicit duty of making major
2 capital investment recommendations, and (2) initiate and direct other
3 comprehensive measures to assure long-term environmental
4 compliance with environmental laws and regulations; (3) can ensure
5 that the necessary systems are established or actions taken to gather
6 complete and accurate information for individual wastewater discharge
7 permit requirements; and (4) where authority to sign documents has
8 been assigned or delegated to the manager in accordance with corporate
9 procedures.

10 (ii) If the User is a partnership or sole proprietorship: a general
11 partner or proprietor, respectively.

12 (iii) If the User is a Federal or local government facility: a director or
13 highest official appointed or designated to oversee the operation and
14 performance of the activities of the government facility, or their designee.

15 (iv) The individuals described in subparagraphs **i** through **iii**
16 above, may designate a Duly Authorized Representative if the authorization
17 is in writing, the authorization specifies the individual or position responsible
18 for the overall operation of the facility from which the Discharge originates
19 or for environmental matters for the company, and the written authorization
20 is submitted to GWA.

21 (6) Best Management Practices (BMPs) are schedules of activities,
22 prohibitions of practices, maintenance procedures, and other management practices
23 to implement the prohibitions listed in 40 CFR § 403.5(a)(1) and (b) and GAR
24 Chapter 2. BMPs include treatment requirements, operating procedures, and
25 practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or
26 drainage from raw materials storage.

1 ~~(4)~~(7) *BOD₅* (~~denoting~~ Biochemical Oxygen Demand) shall mean the quantity
2 of oxygen utilized in the biochemical oxidation of organic matter under standard
3 laboratory procedure in five (5) days at 20 degrees centigrade, expressed in
4 milligrams per liter.

5 ~~(5)~~(8) *Bounty* is the amount paid to any individual who reports an illegal water
6 and/or sewer ~~hookup~~ connection.

7 ~~(6)~~(9) *Building s Sewer* shall mean that portion of a sewer, normally privately
8 owned and installed, between a building and its connection with the ~~p~~Public ~~s~~Sewer
9 at the street right of way line, easement boundary, or other designated point.

10 (10) Bypass shall mean the intentional diversion of Wastewater from any
11 portion of a User's facility as defined in 40 CFR § 122.41(m).

12 (11) Chemical Oxygen Demand (COD) is a measure of the oxygen required
13 to oxidize all compounds, both inorganic and organic, in water.

14 ~~(7)~~(12) *Chief Engineer* shall mean the person holding the office of Chief
15 Engineer, ~~Water or Wastewater~~ in the Engineering Division, Guam Waterworks
16 Authority.

17 (13) The Code of Federal Regulations (CFR) is the codification of the
18 general and permanent rules and regulations (sometimes called administrative law)
19 published in the Federal Register by the executive departments and agencies of the
20 federal government of the United States.

21 ~~(9)~~(14) *Collection ~~m~~* Main is a sewer main of GWA from which service
22 collection lines are extended to ~~e~~Customers.

23 ~~(12)~~(15) *Cost of s* Service ~~e~~Connection shall mean the sum of the cost of
24 the labor, materials, transportation, equipment, and road repair, if any, and other
25 incidental charges necessary for the complete installation of a service connection,
26 but excluding the cost of the meter and meter box.

1 ~~(13)~~(16) *Cross-connection* shall mean any direct or indirect connection
2 between any part of a potable water system and any other environment that contains
3 contaminating substances that may allow such substances to enter the potable water
4 system-physical arrangement whereby a public water supply system, sewer, drain,
5 conduit, pool, storage reservoir, plumbing fixture, or other device which contains
6 contaminated water, Sewage, or other waste or liquid of unknown or unsafe quality
7 or agricultural injection methods employed on the Customer's premises served by
8 GWA which may be capable of importing contamination to the public water supply
9 as a result of backflow. Bypass arrangements, jumper connections, removable
10 sections, swivel or changeover devices, and other temporary or permanent devices
11 through which, or because of which, "backflow" could occur, are considered to be
12 Cross-Connections.

13 ~~(10)~~(17) ~~Consumer or~~ *Customer* shall mean the person, firm, partnership,
14 corporation or association, regardless of government-connected status as well as any
15 governmental department, whose name appears on the records of the Guam
16 Waterworks Authority as the party responsible and liable for receiving water and/or
17 Wastewater service. The ~~consumer~~ *Customer* shall be the owner of the property to
18 be served or a lawful tenant or agent of the owner, regardless of the identity of the
19 actual user of the service.

20 ~~(11)~~(18) ~~Consumer's~~ *Customer's Water p*-*Pipe* shall mean the pipe
21 extending from the Customer's ~~Consumer's~~ side of the water meter.

22 (19) *Domestic User* is a producer of domestic Wastewater, including waste
23 and Wastewater from humans or household operations that are discharged to or
24 otherwise enter a POTW.

25 ~~(14)~~(20) *Elderly p*-*Person* as determined by Guam statutes.

1 ~~(15)~~(21) ~~Electrical g~~Grounding shall mean the connection by an electric
2 conductor of any electric appliance or electric machinery to the water system of
3 GWA.

4 ~~(16)~~(22) ~~Escrow~~ shall mean cash held in trust by GWA.

5 (23) Existing Source shall mean a source of discharge that is not a “New
6 Source.”

7 (24) Fats, Oils, and Grease (FOG) are animal and plant derived substances
8 that may solidify or become viscous between the temperatures of 32°F and 150°F
9 (0°C to 65°C), and that separate from Wastewater by gravity.

10 (25) Fats, Oils, and Grease (FOG) Hauler is a GEPA licensed and GWA
11 permitted hauler who transports collected FOG to disposal facilities or incinerators.

12 ~~(17)~~(26) ~~Fire h~~Hydrant fFee is a charge to recover costs incurred to
13 periodically replace fire hydrants as well as the costs of maintaining them.

14 (27) Food Service Establishment (FSE) shall mean any facility or lessor to
15 a facility preparing and/or serving food for commercial use or sale, including but not
16 limited to, restaurants, coffee shops, public or private school cafeterias, lunchrooms,
17 luncheonettes, lunch-counters, in-plant or employee eating establishments, bars,
18 cafes, taverns, sandwich stands, drink stands, temporary food service establishment
19 (if connected to GWA sewer), mobile food service establishment, food preparation
20 kitchens, any cafeteria or similar facility and any other eating establishment with
21 food preparation such as organizations, clubs, boardinghouses, guesthouses, or
22 concession within any public market which gives or sells food or beverages to the
23 public, guests, patrons or employees, as well as kitchens in which food is prepared
24 on the premises for serving elsewhere including cafeteria functions, home
25 manufacturers and caterers, and home food industries, and food packaging, meat
26 processing, and meat packing facilities.

1 ~~(18)~~(28) *Force ~~m~~-Majeure* shall mean any cause against which GWA
2 could not have reasonably foreseen or made provision for, including but not limited
3 to, acts of God and sudden actions of the elements, such as floods, typhoons,
4 earthquakes or tornadoes or in the case of war or acts of the public enemy.

5 ~~(19)~~(29) *Garbage* shall mean solid wastes from the domestic and
6 commercial preparation, cooking, and dispensing of food, and from the handling,
7 storage, and sale of produce.

8 ~~(8)~~(30) ~~Chief Officer~~*-General Manager* shall mean the person holding
9 the office of the ~~Chief Officer~~*-General Manager* of the Guam Waterworks Authority.

10 ~~(20)~~(31) *GEPA* is the Guam Environmental Protection Agency.

11 (32) *Grab Sample* shall mean a sample that is taken from a waste stream
12 without regard to the flow in the waste stream and over a period of time not to exceed
13 fifteen (15) minutes.

14 (33) *Gray Water - Domestic wastewater that contains no human waste.*

15 (34) *Grease Interceptor* means a grease removal device installed on the
16 exterior of a structure that captures all flow with FOG from a building, separating
17 the FOG from the ordinary Wastewater; it is installed upstream of the sanitary sewer
18 connections.

19 (35) *Grease Removal Device (GRD)* means a concrete, fiberglass, or
20 fiberglass-reinforced plastic structure designed to separate and retain grease and oil
21 from the Wastewater stream. GRDs are multiple-compartment units with inlet and
22 outlet baffles and/or T-pipes, and inspection ports. GWA-approved GRDs include
23 Grease Traps and Grease Interceptors.

24 (36) *Grease Trap* means a grease removal device installed on the interior of
25 a structure serving a floor drain, sink or limited number of fixtures (a maximum
26 of 4 fixtures).

1 ~~(58)~~(37) GWA Design and Construction Standards shall mean the current
2 GWA Standards of Water and Wastewater System Planning, Materials,
3 Construction, Water and Wastewater Division, Guam Waterworks Authority.

4 (38) GWA Utility Compliance Inspector is a GWA-appointed and-trained
5 inspector assigned to GWA's Compliance and Safety Department

6 ~~(21)(43) — Handicapped Person is a person with a physical or mental~~
7 ~~condition which substantially contributes to the person's inability to manage his or~~
8 ~~her own resources, carry out activities of daily living, or protect oneself from neglect~~
9 ~~or hazardous situations without assistance from others as determined by Guam~~
10 ~~statutes. Indicators of serious impairment to human health include but are not limited~~
11 ~~to:~~

12 ~~A age, infirmity, or mental incapacitation, or~~
13 ~~(ii) — use of life support systems, such as dialysis machines or iron lungs.~~

14 ~~(22)~~(39) ~~Illegal Hookup or Illegal e-Connection~~ is any ~~hookup connection~~
15 to water and/or sewer pipes belonging to GWA ~~the Government of Guam~~ made
16 without prior written permission of the Authority, the removal of water from any
17 other of the Authority's lines, fire hydrant, etc., without obtaining prior approval of
18 GWA or the unauthorized dumping of ~~s~~Sewage or any other prohibited matter into
19 the Authority's water and/or sewer systems.

20 ~~(23)~~(40) *Illness* is exemplified by a ~~e-~~Customer who suffers from a
21 medical ailment or sickness and obtains a verifiable document from a locally
22 licensed medical physician stating the nature of the Illness and that discontinuance
23 of service would be especially dangerous to a ~~e-~~Customer's health in the opinion of
24 a licensed medical physician.

25 ~~(24)~~(41) *Inability to p-*Pay may exist when a ~~e-~~Customer:

1 (i) Qualifies for government welfare assistance, but has not begun
2 to receive assistance on the date of receipt of ~~the~~ bill and can obtain
3 verification from the government welfare assistance agency, or

4 (ii) Has an annual income below the stated federal poverty level and
5 can produce evidence of this, and

6 (iii) Signs a declaration verifying that the Customer meets one of the
7 above criteria.

8 *Inability to ~~p~~Pay* does not excuse an obligation to pay for water and/or sewer
9 services incurred.

10 (42) Indirect Discharge or Discharge shall mean the introduction of
11 Pollutants into the POTW from any nondomestic source regulated under Section
12 307(b), (c), or (d) of the Act, 33 U.S.C. section 1317(b), (c), or (d).

13 ~~(26)~~(43) *Installation ~~e~~Charge* is the amount assessed to a ~~e~~Customer
14 whenever GWA performs the service connection, and shall be in accordance with
15 GWA's Schedule of ~~Rates and Charges~~ Tariffs and Rates.

16 ~~(27)~~(44) *Main or Utility Main* shall mean a ~~the~~GWA water supply or
17 distribution pipe four (4) inches in diameter or larger to which water service
18 connections can be made; or the sewer pipe eight (8) inches in diameter or larger
19 into which several laterals or other sewer lines may discharge.

20 ~~(28)~~(45) *Main ~~e~~Extension* shall mean the extension of water and/or sewer
21 mains beyond existing facilities.

22 ~~(29)~~(46) *Meter* is the instrument for measuring and indicating or recording
23 the volume of water or flow rate that has passed through it.

24 ~~(30)~~(47) *Meter ~~t~~Tampering* is a situation where a meter has been illegally
25 altered.

26 ~~(31)~~(48) *Minimum ~~e~~Charge* is the minimum amount the ~~e~~Customer must
27 pay GWA for the availability of water and/or sewer service, irrespective of whether

1 any water and/or sewer service was used, as specified in GWA's Schedule of Tariffs
2 and Rates and Charges.

3 ~~(32)~~(49) *Multi-customer e-Extension* is a ~~m~~Main ~~e~~Extension designed to
4 serve other than a single resident ~~e~~Customer. It includes commercial and industrial
5 developments, office buildings, governmental buildings, shopping centers, and
6 planned unit developments. It also includes residential duplexes, triplexes, apartment
7 houses, condominiums, commercial structures, and industrial structures but excludes
8 "~~s~~Subdivisions" as defined in these rules.

9 (50) National Pollutant Discharge Elimination System (NPDES) Permit
10 shall mean a permit issued to a POTW pursuant to Section 402 of the Act, 33 U.S.C.
11 section 1342.

12 (51) Owner shall mean the person, firm, partnership, corporation, or
13 association who is the owner of the property, regardless of the Customer whose name
14 appears on GWA's records as the party responsible and liable for receiving water
15 and/or Wastewater service, or the actual user of the service.

16 ~~(33)~~(52) *Ownership by GWA and conveyance of property and*
17 *improvements to GWA* shall be the property and improvements owned by, and
18 conveyance made to, the Government of Guam, with administrative uses assigned
19 to GWA.

20 (53) Pass Through, as defined in 40 CFR § 403.3(p), shall mean a Discharge
21 which exits the POTW into waters of the United States in quantities or
22 concentrations which, alone or in conjunction with a Discharge or Discharges from
23 other sources, is a cause of a violation of any requirement of the POTW's NPDES
24 permit (including an increase in the magnitude or duration of a violation).

25 ~~(34)~~(54) *Pay ~~d~~Differential* is incurred when GWA performs work outside
26 the normal hours of operation.

1 ~~(35)~~(55) *Penalty* is the amount assessed by GWA ~~the Agency~~ for any
2 Illegal Connection, fines, or charges established other than the standard "rates."

3 (56) *Person* shall mean any individual, partnership, co-partnership, firm,
4 company, corporation, association, joint stock company, trust, estate, governmental
5 entity, or any other legal entity; or their legal representatives, agents, or assigns. This
6 definition includes all Federal and Guam governmental entities.

7 ~~(21)~~(57) ~~Handicapped p~~ *Persons with Disabilities* is a person with a
8 physical or mental condition which substantially contributes to the person's inability
9 to manage his or her own resources, carry out activities of daily living, or protect
10 oneself from neglect or hazardous situations without assistance from others as
11 determined by Guam statutes. Indicators of serious impairment to human health
12 include but are not limited to:

13 (i) ~~A~~ age, infirmity, or mental incapacitation, or

14 (ii) use of life support systems, such as dialysis machines or iron lungs.

15 ~~(36)~~(58) *pH* is an expression of the intensity of the basic or acid condition
16 of a liquid using a range from 0 to 14 where 0 is most acid, 14 most basic, and 7 is
17 neutral. The acceptable pH range of sewage varies form from 5.5 to 7.8.

18 (i) Where a permittee continuously measures the pH of Wastewater
19 pursuant to a requirement or option in a permit, the permittee shall maintain
20 the pH of such Wastewater within the range set forth in the permit, except
21 excursions from the range are permitted subject to the following limitations:

22 (a) The total time during which the pH values are outside the
23 required range of pH values shall not exceed seven (7) hours and 26
24 minutes in any calendar month; and

25 (b) No individual excursion from the range of pH values shall
26 exceed 60 minutes.

1 (59) Point of Collection is the point where facilities owned, leased or under
2 license by a Customer, connect to GWA's collection lines.

3 ~~(37)~~(60) *Point of ~~d~~Delivery* is the point where facilities owned, leased, or
4 under license by a ~~e~~Customer connect GWA's pipes at the outlet side of the meter
5 or backflow prevention device, ~~or GWA's collection system.~~

6 (61) Pollutant shall mean any material or substance that disrupts
7 Wastewater treatment processes and/or the POTW including dredged spoil, solid
8 waste, incinerator residue, filter backwash, Wastewater, Garbage, wastewater
9 sludge, munitions, Medical Wastes, chemical wastes, biological materials,
10 radioactive materials, heat, wrecked or discarded equipment, rock, sand, residential,
11 agricultural and Industrial Wastes, and certain characteristics of Wastewater (e.g.,
12 pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

13 ~~(38)~~(62) *Premises* is real and tangible property, but exclude dwellings in
14 matters involving ingress or egress for GWA agents and GWA Utility Compliance ~~i~~
15 Inspectors.

16 ~~(39)~~(63) *Private Fire Protection* shall mean a service connection used
17 solely for standby services for a privately owned fire protection system.

18 (64) Prohibited or Illicit Discharges shall mean those certain substances
19 subject to absolute or conditional prohibition of discharge into GWA's POTW.

20 ~~(41)~~(65) *Public Sewer or Public Sewer System* shall mean the sewage
21 system which is owned and/or operated by GWA.

22 ~~(42)~~(66) *Public Water System* shall mean the water system owned and
23 operated by ~~the~~GWA.

24 (67) Publicly Owned Treatment Works or POTW shall mean a wastewater
25 treatment works, as defined by Section 212 of the Act (33 U.S.C. section 1292),
26 which is owned by GWA. This definition includes Wastewater/Sewage Treatment
27 Plants and any devices or systems used in the collection, storage, treatment,

1 recycling, and reclamation of Wastewater or Industrial Wastes of a liquid nature and
2 any conveyances, which convey Wastewater to a Wastewater/Sewage Treatment
3 Plant.

4 ~~(43)~~(68) *Rates* shall mean the monetary charge established by GWA to be
5 charged for the provision of water and/or sewer service by GWA to its ~~consumers~~
6 Customers including, but not limited to, water rates, sewer rates, monthly minimum
7 charge, service deposits, and ~~i~~Installation ~~e~~Charges.

8 ~~(44)~~(69) *Reading* is a number obtained from the meter in order to
9 determine the recordation of ~~e~~Customer's consumption or usage.

10 ~~(45) Sanitary Engineer shall mean the Engineer of the Guam Waterworks~~
11 ~~Authority assigned to the Wastewater Operations Division, or any other Government~~
12 ~~of Guam engineer designated by the General Manager of the Guam Waterworks~~
13 ~~Authority.~~

14 ~~(46)~~(70) *Sanitary Sewer* shall mean a domestic sewer which carries
15 Wastewater/sSewage ~~and to from~~ which storm, surface, and ground waters are ~~not~~
16 ~~intentionally admitted~~ prohibited.

17 ~~(47)~~(71) *Schedule of Tariffs and Rates ~~and Charges~~* is the entire body of
18 effective rates and charges of GWA.

19 ~~(72) Septic Tank Waste shall mean any Wastewater from holding tanks such~~
20 ~~as vessels, chemical toilets, campers, trailers, and septic tanks.~~

21 ~~(73) Septage Hauler shall mean any person or business that collects, pumps,~~
22 ~~transports, and disposes of Septic Tank Waste.~~

23 ~~(49)~~(74) *Service ~~e~~Connection ~~p~~Permit* is issued to contractors by GWA
24 and is required before such contractors can construct a water or sewer service
25 connection. A charge is made to cover the inspection costs incurred by GWA, and
26 is assessed in accordance with GWA's Schedule of Tariffs and Rates.

1 ~~(50)~~(75) *Service ~~d~~Deposit* is the charge, as specified in GWA's Schedule
2 of Tariffs and Rates, ~~and Charges~~—which covers the cost of establishing a new
3 account.

4 ~~(51)~~(76) *Service ~~d~~Disconnect* is when GWA disconnects as a result of a
5 ~~e~~Customer request, ~~e~~Customer non-payment or for any other non-compliance with
6 these Rules and Regulations.

7 ~~(48)~~(77) *Service Lateral connection for water*: shall mean the main tap,
8 pipe, fittings, and valves, from the water main to and including the meter and shut-
9 off valve; ~~or~~, *for sewer*: the main tap, pipe and fittings from the sewer main to the
10 government cleanout or private property boundary that transports sewage from an
11 individual ~~e~~Customer's premises to a common service (normally as ~~e~~Collection ~~m~~
12 Main) of collection of GWA.

13 ~~(52)~~(78) *Service ~~or~~Re-connection ~~e~~Charge* is the charge as specified in
14 GWA's Schedule of Tariffs and Rates ~~and Charges~~—which must be paid by the ~~e~~
15 Customer prior to re-connection of water and/or sewer service each time the water
16 and/or sewer service is disconnected at the ~~e~~Customer's request or for non-payment
17 or whenever service is discontinued for failure otherwise to comply with GWA's
18 rules.

19 ~~(53)~~(79) *Sewers* shall mean a pipe or conduit for carrying
20 Wastewater/sSewage.

21 ~~(54)~~(80) *Sewer ~~b~~Boundary ~~e~~Clean-out* shall mean a clean-out outlet,
22 usually 4" or 6" in diameter, located on the government side of the boundary between
23 the private property and government property for identification of responsibilities as
24 well as for easy maintenance.

25 ~~(55)~~(81) *Single ~~r~~Residential ~~e~~Customer ~~Service~~ Main Lateral ~~Extension~~*
26 is the water main extension ~~designed~~constructed to serve a single family residential
27 structure, or, the extension of the branch or side sewer from the ~~p~~Public ~~s~~Sewer ~~m~~

1 Main designed to serve a single family residential structure. This definition does not
2 apply to a Subdivision development.

3 ~~(56)(83)~~ Slug shall mean any discharge of water, sewage, or Industrial
4 ~~Waste which in concentration of any given constituent or in quantity of flow exceeds~~
5 ~~for any period of duration longer than five (5) minutes more than (5) times the~~
6 ~~average twenty four (24) hour concentration of flows during normal operation~~ A
7 Slug Discharge is a discharge of a non-routine, episodic nature, including but not
8 limited to, an accidental spill or a non-customary batch discharge, which has a
9 reasonable potential to cause Interference or Pass Through, or in any other way
10 violate the POTW's regulations, or NPDES Permit conditions. ~~shall mean any~~
11 ~~discharge of water, sewage, or Industrial Waste which in concentration of any given~~
12 ~~constituent or in quantity of flow exceeds for any period of duration longer than five~~
13 ~~(5) minutes more than (5) times the average twenty four (24) hour concentration of~~
14 ~~flows during normal operation.~~

15 (84) Source Control Manager shall mean the GWA employee responsible
16 for the Source Control Program or any other GWA employee designated by the
17 General Manager of the Guam Waterworks Authority.

18 ~~(57)(85)~~ Special ~~r~~Reading is performed by GWA at a e-Customer's
19 request and occurs between cycles. ~~For example,~~ when a e-Customer is vacating the
20 premises or there is an indication of unusually high consumption.

21 ~~(58)86~~ Standards shall mean the current GWA Standards of Water and
22 Wastewater System Planning, Materials, Construction, Water and Wastewater
23 Division, Guam Waterworks Authority.

24 ~~(59)(87)~~ Standard ~~m~~Methods shall mean the examination and analytical
25 procedures set forth in the latest E-edition at the time of analysis of "Standards
26 Methods for the Examination of Water and Sewage" as prepared, approved and

1 published jointly by the American Public Health Association, the American Water
2 Works Association, and the Water ~~Pollution Control~~Environment Federation.

3 (88) Storm Water shall mean any flow occurring during or following any
4 form of natural precipitation, and resulting from such precipitation.

5 ~~(60)~~(89) *Subdivider* shall mean a person, or other legal entity, who causes
6 land to be divided into two or more divisions of land for the purpose of sale, lease
7 rental, transfer of title to or interest in, any or all of such division and shall include
8 resubdivisions.

9 ~~(61)~~(90) *Subdivision* shall be approved by the ~~Territorial~~Guam Land Use
10 Commission and shall mean improved or unimproved land divided or proposed to
11 be divided into two or more divisions of land for the purpose of sale, lease, rental,
12 transfer of title to or interest in, any or all of such divisions and shall include
13 resubdivisions.

14 ~~(62)~~(91) *Subdivision* ~~Water~~ ~~s~~System shall mean the water system, to
15 and within any ~~s~~Subdivision, including mains, valves, hydrants, laterals, pumps,
16 tanks reservoirs, and all appurtenances necessary to provide water and fire protection
17 for such ~~s~~Subdivision, and where necessary, sources of supply.

18 ~~(63)~~(92) *Suspended* ~~s~~Solids shall mean solids that either float on the
19 surface of, or are in suspension in water, sewage, or other liquids, and which are
20 largely removable by laboratory filtering and as determined by the appropriate
21 procedure that complies with in "Standard Methods." 40 CFR Part 136.

22 (93) The United States Environmental Protection Agency's (US EPA)
23 Administrator is the person authorized to administer the CWA pursuant to 33 U.S.C
24 section 1251(d).

25 (94) User is an individual, establishment, or industry producing a waste
26 stream that is connected to or discharging to any part of the Public Sewer System.

1 ~~(64)~~(95) *Waste, Sewage or Wastewater* shall mean a combination of the
2 water-carried wastes from residences, business buildings, institutions, and industrial
3 establishments, human excrement and household showers, dishwashing operations,
4 etc., together with such ground, surface, and ~~s~~-Storm ~~w~~-Waters as may be present-
5 while they are being transported through and to the POTW. Sewage and Wastewater
6 shall have the same meaning.

7 ~~(65)~~(96) *Wastewater Division* shall mean the Wastewater Division of the
8 Guam Waterworks Authority, ~~Government of Guam.~~

9 ~~(66)~~(97) *Wastewater/s*-Sewage ~~t~~-*Treatment* ~~p~~-*Plant* shall mean any
10 arrangement of devices and structures used for treating sewage.

11 ~~(68)~~(98) *Water* ~~d~~-Division shall mean the Water Division of the Guam
12 Waterworks Authority, ~~Government of Guam.~~

13 ~~(69)~~(99) *Water* ~~s~~-Service shall mean the provision of water to a premise
14 or premises from facilities of GWA.

15 **Section 4.** § 2103, Article 1, Chapter 2, Title 28, of the Guam Administrative
16 Rules and Regulations, is hereby *amended* to read:

17 **§ 2103. General Conditions and Service Limitations.**

18 (a) Any prospective ~~Consumer~~-Customer whose premises are within
19 service limits established by GWA and where pressure conditions permit, may
20 obtain:

21 (i) Water service, provided that GWA has a sufficient water supply
22 developed for domestic use ~~and for fire protection and can~~to provide new or
23 additional water service without detriment to those already served.

24 (ii) Sewer service provided that GWA has sufficient sewer facilities
25 developed for domestic use to provide new or additional sewer service without
26 detriment to those already served.

1 (1) The ~~consumer~~-customer agrees to abide by the Rules and
2 Regulations.

3 (b) All prospective ~~consumer~~-Customers upon the completion of a
4 government sanitary sewer system shall connect to the Public Sewer s-System as
5 soon as possible. ~~It is mandatory by law that they be connected after a five-year grace~~
6 ~~period of its existence or upon their private own system failure, or whichever comes~~
7 ~~first.~~ Within five (5) years after a Public Sewer System Sewer becomes available to
8 existing residential or nonresidential Customers, a direct connection shall be made
9 to the Public Sewer System in compliance with all rules, regulations, and
10 specifications of GWA. A Public Sewer System shall be considered available if it is
11 within two hundred (200) feet of any legal boundary of the property to be connected
12 to the Public Sewer System and if the Public Sewer System and receiving
13 Wastewater/Sewage Treatment Plant can, by design, properly convey and treat the
14 wastes to be discharged. Any septic tank, cesspool, lagoon, or other residential, or
15 nonresidential wastewater treatment facility shall be abandoned and filled with
16 suitable material as per applicable Guam regulations or shall be removed unless such
17 system is to be used for Pretreatment or control of Wastewater prior to discharge to
18 GWA's Public Sewer System.

19 When connection to a Public Sewer is prohibited by other provisions of these
20 regulations or when GWA determines that connection to a Sanitary Sewer is not
21 feasible or when a Public Sewer is not available under the provisions of this
22 regulation, the Building Sewer shall be connected to a residential or non-residential
23 pollution control system approved by GWA and complying with the provisions of
24 applicable Guam and Federal regulations.

25 (c) All prospective ~~Consumers~~-Customers upon the completion of a
26 government sanitary sewer system who cannot meet the gravity flow to the system

1 should obtain a waiver form GEPA or provide a pump station with holding tank to
2 prevent sewage from backing up to their facility or building.

3 (d) All ~~e~~-Customers who maintain private sewer lines, shall have on file
4 with the GWA, blueprints/diagrams of the ~~e~~-Customer's private sewer lines up to the
5 point of collection with the public sewer system.

6 (e) Where an extension of mains is necessary, or where large quantities of
7 water are required, or a substantial investment is necessary to provide service, a
8 current or prospective ~~Consumer~~-Customer will be informed in writing by GWA at
9 time of construction permitting processing as to the conditions and charges to be
10 made for the particular area and situation in question before water and/or sewer
11 service may be approved. If GWA approves the water and sewer service, and the
12 prospective ~~Consumer~~-Customer agrees to the conditions and deposits the estimated
13 charges, steps will be initiated to provide the requested water and/or sewer service.

14 (f) All water supplied by GWA will be measured by means of suitable
15 meters. Privately operated water wells shall not be exempt from this rule, and shall
16 also require a suitable GWA water meter.

17 (1) When it is impractical to meter the service, a flat rate may be
18 charged, or other method of computation applied to calculate charges subject
19 to the provisions as set forth in P.L. 22-53, Sections 12026 and 12027. The
20 amounts to be paid for water and/or wastewater service shall be in accordance
21 with the rates in effect and shall be as indicated hereinafter. Rates shown are
22 current rates and are subject to change upon proper processing of rate changes
23 in accordance with Administrative Adjudication Law.

24 (g) All service connections including the shut-off valve shall become the
25 property of GWA for operation and maintenance after installation and new
26 connections or disconnections may be made thereto by GWA at any time. GWA is

1 not responsible for maintenance and repairs to ~~Consumer~~Customer's pipe as defined
2 in Section ~~2101~~2103.

3 (h) GWA will exercise reasonable diligence and care to deliver an adequate
4 supply of water to the ~~Consumer~~Customer, make every effort to maintain pressure,
5 and to avoid shortages or interruptions in water service, but will not be liable for any
6 interruption, shortage, low pressure, high pressure, insufficiency of supply of
7 portability, or any loss or damage occasioned thereby beyond GWA's control as
8 established under Section 2103 ~~2116~~ of this rule.

9 (i) Whenever, in the opinion of GWA and in the interest of the public,
10 special conservation measures are advisable in order to forestall water shortage and
11 a consequent emergency, GWA may restrict the use of water by any reasonable
12 method of control.

13 (j) GWA reserves the right at any and all times to shut off water from the
14 mains without notice for the purpose of making emergency repairs. ~~Consumer~~
15 Customers, depending upon a continuous supply of water, shall provide emergency
16 water storage and any check valves or other devices necessary for the protection of
17 plumbing fixtures against failure of the pressure or supply of water in GWA's mains.
18 Repairs or improvements will be performed and completed as rapidly as practicable
19 and, insofar as practicable, at such times as will cause the least inconvenience to the
20 ~~Consumer~~Customer.

21 (k) Where property is situated at such an elevation that it cannot be assured
22 of a dependable supply or of adequate service from GWA's distribution system, the
23 ~~Consumer~~Customer, in consideration of connection with GWA's system must agree
24 to accept such water service as is available and to install if necessary, and maintain
25 at his expense a tank and pump of suitable design and of sufficient capacity to
26 provide an adequate and dependable supply of water. The ~~Consumer~~Customer shall
27 permit GWA to inspect the installation for compliance with the Agency's

1 requirements. The ~~Consumer~~-Customer shall install an air gap or other protective
2 devices between the ~~Consumer~~-Customer's supply pipe and the service connection.
3 The ~~Consumer~~-Customer shall execute a written release in favor of GWA for all
4 claims on account of any inadequacy in GWA's system or inadequacy of water
5 supply to the ~~Consumer~~-Customer.

6 (l) **Minimum Water Delivery Pressure Limits.** GWA shall maintain a
7 standard water delivery pressure range of a minimum 20 pounds per square inch
8 (PSI) to a maximum 90 PSI at the customer's meter.

9 (1) GWA shall not be liable for any loss, damage, or inconvenience
10 to any person by reason of any increase and decrease of water pressure when
11 the same is caused by an act of God, drought, an unavoidable accident, a
12 disturbance or condition of any kind beyond the reasonable control of GWA
13 or when the same is reasonably necessary for the repair, maintenance,
14 alteration, or extension of any facility belonging to GWA.

15 (m) The retail resale of water received by the ~~Consumer~~-Customer is not
16 permitted unless approved in writing by GWA.

17 (n) **Protection of GWA Equipment.** All equipment belonging to GWA
18 and installed upon the ~~Consumer~~-Customer's premises, with the ~~Consumer~~
19 Customer's consent, for measurement, test, check or any other purpose, shall
20 continue to be the property of GWA, and may be repaired, replaced or removed by
21 GWA at any time without the consent of the ~~Consumer~~-Customer. The ~~Consumer~~
22 Customer shall exercise reasonable care to prevent damage to meters and other
23 equipment of GWA upon said premises and shall in no way interfere with the
24 operation of same. No rent or other charge shall be paid for space on the ~~Consumer~~
25 Customer's premises reasonably required by GWA for equipment and facilities of
26 GWA required for the supply of water and/or sewer service to those premises.

1 (1) Any damage, including damage from FOG, and illegal discharge
2 to water and/or sewer mains, service connections, valves, fire hydrants, or
3 other property of GWA shall be paid for by the person, persons, or
4 organization responsible for the damage.

5 (2) The ~~Consumer~~-Customer shall be liable for any damage to a
6 meter or other equipment or property of GWA caused by the ~~Consumer~~
7 Customer or his tenants, agents, employees, contractors, licensees or
8 permittee, on the ~~Consumer~~-Customer's premises and GWA shall be promptly
9 reimbursed by the ~~Consumer~~-Customer for any such damage upon
10 presentation of a bill therefor. In the event settlement for such damage is not
11 promptly made, GWA reserves the right to discontinue water and/or sewer
12 service to such premises.

13 (3) When a meter or other appurtenances of GWA is found to have
14 been damaged as result of use for operation of appliances and appurtenances
15 controlled by the ~~Consumer~~-Customer, including but not limited to damage
16 caused by hot water or steam, emanating from the premises serviced,
17 chemical, ~~or~~ excessive pressure surges, or improper maintenance of private
18 plumbing the ~~Consumer~~-Customer shall pay for all costs required to repair the
19 meter or other appurtenances.

20 (o) **Responsibility for ~~Consumer~~-Customer's equipment.** The ~~Consumer~~
21 Customer shall at his own risk and expense furnish, install and keep in good and safe
22 condition all equipment that may be required for receiving, controlling, applying and
23 utilizing water, and all equipment affecting the wastewater system, and GWA will
24 not be responsible for any loss or damage caused by the improper installation of such
25 equipment, or the negligence, want of proper care or wrongful act of the ~~Consumer~~
26 Customer or any of his tenants, agents, employees, contractors, licensees or

1 permittee in installing, maintaining, using, operating or interfering with any such
2 equipment.

3 (1) Water and/or sewer service may be immediately discontinued to
4 any ~~Consumer~~ Customer whose water and/or sewer system includes plumbing
5 fixtures, or water containers in any form, or any use, which ~~in the opinion of~~
6 GWA determines may endanger GWA's water supply or sewer service from
7 a public health standpoint, and in accordance with the provisions contained in
8 Section 2110. Any such discontinuation of services shall continue until
9 objectionable installations have been corrected and GWA has been assured
10 that the objectionable uses and practices will not be resumed.

11 (2) GWA will not be responsible for damage to person or property
12 caused by spigots, faucets, valves, cross connections valves and other
13 equipment that may be open when water is turned on at the meter; either when
14 turned on originally or when turned on after a temporary shutdown.

15 (p) **Provision of service.** The following paragraphs outline customer's and
16 GWA responsibilities.

17 (1) **GWA Responsibility.** GWA shall be responsible for providing
18 water to the customer's point of delivery and for the safe conduct and handling
19 of the sewage after it passes the point of collection.

20 (i) GWA may, at its option, refuse service until the customer
21 has obtained all required permits and/or inspections indicating that the
22 customer's facilities comply with local construction and safety
23 standards.

24 (ii) GWA shall be responsible for maintaining in safe
25 operating condition all meters, equipment, and fixtures installed on the
26 customer's premises by the utility for the purpose of delivering water to
27 the customer.

1 (iii) GWA is not responsible for maintenance or replacement
2 of any lines situated between the Point of Collection and the Customer's
3 residence or place of business.

4 (2) **Customer responsibility.** Each customer shall be responsible
5 for the carriage, control, handling storage, and distribution of all water
6 furnished by GWA and the maintenance of water and/or sewer facilities
7 downstream from ~~and beyond the p~~ Point of ~~d~~ Delivery or upstream of the
8 Point of Collection in safe operating condition.

9 (i) Each customer shall be responsible for safeguarding all
10 GWA property installed in or on the customer's premises for the
11 purpose of supplying GWA service to that customer.

12 (iii) Each customer shall be responsible for payment for any
13 equipment damage resulting from unauthorized breaking of seals,
14 interfering, tampering, or bypassing the GWA meter.

15 (iv) Each customer shall be responsible for notifying GWA of
16 any equipment failure identified in GWA's equipment that is installed
17 in or on the customer's premises for the purpose of supplying water
18 and/or sewer service to that customer.

19 (3) **Continuity of service.** GWA shall make all reasonable efforts to
20 supply a satisfactory and continuous level of service. However, GWA shall
21 not be liable or responsible for any loss, damage, inconvenience, or claim of
22 damage attributable to any interruption, shortage, reduction, or
23 discontinuation of service resulting from:

24 (i) Any cause against which GWA could not have reasonably
25 foreseen or made provision for, i.e., force majeure.

26 (ii) Intentional service interruptions to perform maintenance,
27 alterations, extension, or make repairs necessary to eliminate the

1 possibility of harm to the population or damage to company and/or
2 customer equipment.

3 (4) **Service Interruptions.** GWA shall make all reasonable efforts
4 to re-establish service within the shortest possible time when service
5 interruptions occur.

6 (i) GWA shall make reasonable provisions to meet
7 emergencies resulting from failure of service, and GWA shall issue
8 instruction to its employees covering procedures to be followed in the
9 event of **an** emergency in order to prevent or mitigate interruption or
10 impairment of service.

11 (ii) In the event of **a** national emergency or local disaster
12 resulting in **the** disruption of normal service, GWA may, in the public
13 interest, interrupt service to other customers to provide necessary
14 service to civil defense or other emergency service agencies on a
15 temporary basis until normal service to these agencies can be restored.

16 (iii) When GWA plans to interrupt service for more than eight
17 (8) hours to perform necessary repairs or maintenance. GWA shall
18 inform affected customers at least twelve (12) hours in advance of the
19 scheduled date and estimated duration of the service interruption. Such
20 repairs shall be completed in the shortest possible time to minimize the
21 inconvenience to the customers of GWA.

22 (iv) Except for momentary interruptions due to automatic
23 equipment operations, GWA shall keep a complete record of all
24 interruptions, both emergency and scheduled. This record shall show
25 the cause of interruptions, date, time, duration, location, approximate
26 number of customers affected, and in cases of emergency interruptions,
27 the remedy and steps taken to prevent recurrence.

1 (q) **Privately owned sewer truck discharging to ~~p~~-Public ~~s~~-Sewer. ~~Bulk~~**
2 ~~discharge of sewage~~ Trucked waste or other hauled Wastewater ~~can~~ may be accepted
3 at designated sewage Wastewater/Sewage ~~t~~ Treatment ~~p~~ Plants and at the discretion
4 of GWA. Such trucked wastes are ~~is~~ subject to a charge as set forth in the Schedule
5 of Tariffs and Rates ~~and Charges~~. FOG Haulers are prohibited from discharging
6 FOG waste into the POTW or Wastewater/Sewage Treatment Plant and must
7 dispose of FOG at a GEPA permitted facility. Adequately treated effluent from the
8 FOG Hauler's FOG treatment facility may be discharged into GWA's designated
9 wastewater treatment facility. The ~~user~~ FOG Hauler must be registered ~~at the~~
10 ~~Wastewater Division~~ with GWA and be in possession of a current permit which
11 allows the ~~user~~ FOG Hauler access and discharge permission to GWA's treatment
12 facilities. An authorization permit must be obtained from ~~GEPA and~~ GWA
13 ~~Wastewater Administration Office~~. A ~~dumping area~~ designated receiving station at
14 a GWA Wastewater/Sewage Treatment Plant will be assigned upon the approval of
15 the authorization. Trucked Wastewater, including FOG effluent, must meet the
16 Pretreatment requirements established by GWA.

17 (r) GWA shall charge a fee in obtaining utility clearance as specified in the
18 Schedule of Tariffs and Rates ~~and Charges~~.

19 (s) **State of Emergency.** In accordance with P.L. 21-134, Section 4, upon
20 the declaration of a state of emergency by the Governor as the result of disaster,
21 dr ~~u~~ ught or any public health emergency that threatens the public water supply, it
22 shall be considered a petty misdemeanor for any person to use water supplied by
23 GWA for any unauthorized use. Use of water not pertaining to public health, safety,
24 and welfare shall not be authorized. Unauthorized use shall include, but not be
25 limited to:

26 (i) Washing of motor vehicles, windows, streets, sidewalks and
27 buildings.

1 (ii) Irrigation or watering of ornamental plants, shrubs, flowers,
2 lawns, and golf courses.

3 (1) Upon conviction arising from unauthorized use under this
4 Section, a fine of not less than one thousand dollars (\$1,000) nor more
5 than twenty-five thousand dollars (\$25,000) shall be levied. This fine
6 shall be in addition to any other penalty(ies) imposed by a court.

7 (2) The state of emergency shall not exceed a period of fifteen
8 (15) days, although successive states of emergency may be proclaimed
9 by the Governor if deemed to be in the public interest.

10
11 **Section 5.** § 2104, Article 1, Chapter 2, Title 28, of the Guam Administrative
12 Rules and Regulations, is hereby *amended* to read:

13 **§ 2104. Application for Water and Sewer Service and Service**
14 **Reconnection.**

15 (a) Each prospective ~~consumer~~ customer requesting water and/or sewer
16 service shall submit the prescribed application form in person or electronically, duly
17 signed and with all requested information. Such information shall include, but not
18 be limited to:

19 (1) Name or names if for joint service.

20 (2) Service address/telephone number, cell phone number.

21 (3) Billing address/telephone number, email, cell phone number, if
22 different than service

23 Address.

24 (4) Name, ~~and address~~ mailing address, email address, telephone
25 and cell phone number of another party for termination notices.

26 This shall be at the option of the customer.

27 (5) Address where service was provided previously.

- 1 (6) Date applicant will be ready for service.
- 2 (7) Indication of whether premises have been supplied with water
- 3 and/or sewer service previously.
- 4 (8) Purpose for which service is to be used.
- 5 (9) Provide documentation that shows that applicant is the owner or
- 6 tenant of or agent for the premises.
- 7 (10) Estimated annual usage (except for residential applicants).
- 8 (11) Map and legal description of the property to be served.
- 9 (12) Such other I.D. as the Agency may reasonably require.
- 10 (13) Business License for commercial customers.

11 (b) The ~~consumer~~-customer shall be responsible for the payment of all charges
12 for water and/or sewer service at the designated location(s). Charges will begin
13 when the water and/or sewer service(s) is established and will continue until due
14 notification from the ~~consumer~~-customer or until discontinued by GWA for failure
15 of the ~~consumer~~-customer to comply with these Rules and Regulations.

16 (c) A ~~consumer~~-customer taking possession of a property and using water
17 and/or sewer service without having made application to GWA for water and/or
18 sewer service to such property, shall be held liable for the water delivered and sewer
19 collected from the date of the last recorded meter reading. If proper application for
20 water and/or sewer service is not made upon notification to do so by GWA I and if
21 accumulated bills for water and/or sewer service are not paid upon presentation, the
22 water and/or sewer service shall be subject to discontinuance without further notice.
23 Further, the ~~consumer~~-customer will be committing a theft pursuant to local statutes.

24 (1) A charge will be imposed for illegal use of water and/or sewer
25 service.

26 (d) Any new applicant for service or any existing customer is required to
27 make a service deposit for each account or application to cover charges for utility

1 services in accordance with the service deposit rules as set for in the Schedule of
2 Tariffs and Rates ~~and Charges~~.

3 (1) GWA shall issue a nonnegotiable receipt to applicant for the
4 deposit. The inability of the customer to produce such a receipt shall in no
5 way impair his right to receive a refund of the deposit.

6 (e) Upon discontinuance of services, GWA will refund the balance
7 of the customer's deposit in excess of unpaid bills for the services at no
8 interest.

9 (f) **Grounds for refusal of service.** GWA may refuse to establish
10 service if any of the following conditions exist:

11 (1) The applicant has an outstanding amount due GWA.

12 (2) A condition exists which in GWA's judgement is unsafe or
13 hazardous to the applicant or GWA's facilities.

14 (3) Refusal by the applicant to provide GWA with a deposit.

15 (4) Customer who has been duly served notice by the GWA, and
16 subsequent to having had the opportunity to be heard by the Agency, GWA
17 has established that the customer is in fact in violation of the GWA's Water
18 and Wastewater Rules and Regulations.

19 (5) Failure of the customer to furnish such service, equipment,
20 rights-of-way, and other pertinent provisions, as specified by GWA.

21 (6) Customer refuses to provide or obtain documentation as required
22 by GWA.

23 (7) Customer has not completed the appropriate requirements of the
24 Government of Guam permitting, i.e., encroachments, grading, clearing,
25 building, etc.

1 (g) **Service re-connection.** GWA shall make a charge as set forth in the
2 Schedule of Tariffs and Rates ~~and Charges~~ for the re-connection of water and/or
3 sewer services.

4 (1) In addition, there shall be a pay differential for service scheduled
5 by the customer during other than the normal business hours worked by
6 GWA's service personnel. The differential cost shall be borne entirely by the
7 customer.

8 (h) Applicant requesting inspection and acceptance by GWA of water
9 service connection during other than the normal business hours worked by GWA's
10 service personnel shall be charged a pay differential as set forth in the Schedule of
11 Tariffs and Rates ~~and Charges~~.

12 (1) Applicant's request for inspection and acceptance shall be
13 submitted to GWA by the applicant at least ~~forty eight (48) hours~~ two (2)
14 working days in advance. GWA will attempt to accommodate the customer's
15 inspection schedule. However, GWA does not guarantee that the requested
16 time will be available. If the requested time is unavailable, the customer will
17 be informed of alternative available dates.

18 (i) If sewer service is disconnected because of fire, reconstruction,
19 demolition, or similar circumstance, the boundary connection shall be plugged by
20 the owner to prevent damage or failure to the government line.

21 (1) During the construction of said plug, GWA shall have access
22 thereto for inspection purposes and if considered advisable by GWA, may
23 require an inspector on the job continuously. At no time shall boundary
24 connection plugs be considered constructed completely until GWA has been
25 notified and has given proper inspection and approval. If the work is not
26 approved, it shall be repaired or removed and reconstructed, whichever is
27 directed by GWA.

1 (2) All work and materials, including cost of inspection and test shall
2 be borne by the owner.

3 (3) If the owner does not construct a plug to the boundary connection,
4 GWA shall design and construct such plug at the owner's expense

5 **Section 6.** § 2105, Article 1, Chapter 2, Title 28, of the Guam Administrative
6 Rules and Regulations, is hereby *amended* to read:

7 **§ 2105. Installation of Water and Sewer Service Connections.**

8 (a) **Water Installation.** When the application for a service connection has
9 been approved, such connection will be installed by ~~GWA~~ a licensed plumbing
10 contractor possessing a service connection permit or by GWA should GWA have
11 the means to do so, at the expense of the ~~customer-applicant, as established under §~~
12 ~~2109,~~ and thereafter will be maintained by GWA at its expense. The customer will
13 be responsible for obtaining all necessary non GWA permits and approvals to install
14 the service connection. The applicant shall indemnify the GWA from any loss or
15 damage that may directly or indirectly be occasioned by the service connection.

16 (1) There shall be one meter for each water service connection,
17 unless GWA, because of operating necessity, installs two or more meters in
18 parallel. All meters will be sealed by GWA before installation and no seal
19 shall be altered or broken except by one of its authorized employees.

20 (2) Each applicant for service shall be responsible for the cost of
21 installing all plumbing from the meter box.

22 (3) All installation charges shall be non-refundable contributions to
23 GWA.

24 (4) Where water service is provided customers should provide and
25 maintain a private cutoff valve ~~within 18 inches of the meter on the customer's~~
26 ~~side of the meter,~~ and ~~GWA shall provide~~ a like valve on GWA's side of such
27 meter within eighteen (18) inches of the meter.

1 (5) The customers with meters of two (2) inches or more shall
2 provide an approved meter box at the customer's property line, except when
3 this is not practicable, in which case the meter shall be installed upon the
4 customer's premises in some convenient location approved by GWA. This
5 shall not apply to subdividers (see Section ~~2108~~-2118)

6 (6) Where the meter location on the customer's premises is changed
7 at the request of the customer or due to alterations on the customer's premises,
8 the customer shall provide and have installed at this expense all plumbing
9 necessary for relocating the meter and GWA may make a charge for moving
10 the meter.

11 (7) The customer's lines or piping shall be installed in such a manner
12 as to prevent cross-connections or backflow.

13 (b) **Sewer Installation.** When the application for a service connection has
14 been approved, such connection will be installed by a licensed plumbing contractor
15 possessing a service connection permit or by GWA should GWA have the means to
16 do so, at the expense of the applicant and thereafter such connection will be
17 maintained by GWA at its expense. The customer will be responsible for obtaining
18 all necessary non GWA permits and approvals to install the service connection. The
19 applicant shall indemnify the GWA from any loss or damage that may directly or
20 indirectly be occasioned by the service connection.

21 (1) Each applicant for service shall be responsible for the cost of
22 installing all plumbing ~~up to~~ include a properly sized (minimum 6") cleanout
23 within on the public easement, at the Point of Collection and the customer's
24 ~~residence or place of business~~ service connection.

25 (2) All installation charges shall be non-refundable contributions to
26 GWA.

1 (3) The customer's lines or piping shall be installed in such a manner
2 as to prevent cross-connections or backflow. ([See Section 2105 \(b\)\(3\)](#)).

3 (i) In order to provide proper sanitary protection to GWA's
4 water supply and to comply with the applicable regulations of GWA,
5 GWA will require that following the effective date of these Rules and
6 Regulations no cross-connections with other water supplies, or other
7 physical connections, shall exist, or be installed, located, maintained or
8 operated which could permit backflow of contaminated water or any
9 other dangerous, impure, unsanitary, or unpotable substance from the
10 ~~consumer~~[customer](#)'s premises into GWA's water supply system, except
11 as provided for in the GWA Service Rules and Regulations.

12 (ii) Location and inspection of protective devices. Any device
13 installed for the prevention of backflow as may be required under these
14 Rules and Regulations, shall, unless GWA approves otherwise in
15 writing, be located above ground and in such a manner as to be safe
16 from flooding or submergence in water of other liquids, properly
17 protected from external damage, freely accessible and with adequate
18 working room for inspection, testing and repairing. All such devices
19 shall be tested and inspected internally not less than once annually or
20 more often in those instances where successive inspections indicate
21 repeated failure. Repairs replacement of parts, etc. shall be made
22 whenever necessary at the expense of the ~~consumer~~[customer](#). Making
23 annual tests and inspections shall be the responsibility of the ~~consumer~~
24 [customer](#) and shall be made by the ~~consumer~~[customer](#) or other
25 qualified person or persons in accordance with methods acceptable to
26 GWA. Records of tests and inspections shall be made on forms
27 prescribed by GWA and a copy of such records shall be furnished to

1 GWA. Failure of the ~~consumer~~ customer to make the proper tests and
2 submission of records may result in GWA's making the tests, needed
3 repairs and replacements and charging the costs thereof to the ~~consumer~~
4 customer.

5 (iii) **Affidavit of compliance.** Upon request of GWA the
6 ~~consumer~~ customer shall present an affidavit either certifying to the fact
7 that there are no connections or other installations of the type prohibited
8 in this Rule on ~~his~~ the customer's premises or describing in detail all
9 conforming and nonconforming connections or installations.

10 (iv) Discontinuance of water and/or wastewater service for
11 non-compliance. Failure on the part of the ~~consumer~~ customer to
12 comply with GWA's requirements relative to cross connections and
13 backflow prevention will be sufficient reason for discontinuing water
14 service until such time as the requirements have been met.

15 (v) GWA shall not be liable for any injury to persons or
16 damage to property which may result directly or indirectly from the
17 installation of testing or any device intended to protect GWA's public
18 water supply from contamination.

19 (c) **Installation charge.** The cost of the service connection shall be paid
20 by the applicant before the connection is installed. Installation charges shall be based
21 on the cost of such installation as established by GWA and as set forth in the
22 Schedule of Tariffs and Rates ~~and Charges~~ and in effect as of the date of the
23 installation.

24
25 (d) **Water and Wastewater system development charge.** In addition to
26 the installation cost, a water and/or wastewater system development charge shall be
27 levied against each user who is for the first time connecting the property into GWA's

1 water and/or sewer system or connections requiring additional water supplies and
2 sewer service from existing water and/or sewer services. System development
3 charges shall be based on the cost of such installation as established and as set forth
4 in the Schedule of Tariffs and Rates ~~and Charges~~ and in effect as of the date of the
5 installation of water and/or sewer services. All amortized payments of the system
6 development charge shall be billed and clearly reflected on the customer's monthly
7 billing for water and/or wastewater services.

8 (1) This service rule pertaining to a water and wastewater system
9 development charge shall be effective upon approval and ratification by the
10 Guam legislature, and shall be based on the applicable portions of Guam Code
11 Annotated, Title 5, Chapter 56.

12 (e) ~~Consumer~~ Customer's water pipe. The ~~consumer~~ customer shall
13 install and connect at the ~~consumer~~ customer's expense the water supply pipe to the
14 shut-off valve or outlet installed by GWA. The ~~consumer~~ customer's pipe shall at all
15 times remain the sole property of the ~~customer~~ customer, who shall be responsible
16 for its maintenance and repair. If the ~~consumer~~ customer's pipe is installed before
17 the service connection is set, GWA will make the connection to it provided,
18 however, it is requested by the ~~consumer~~ customer prior to the installation of the
19 service connection.

20 (f) **Connection to main.** Only employees of GWA or licensed plumbing
21 contractors under the supervision of GWA will be allowed to connect or disconnect
22 the service connection to or from GWA main. Contractor connections, however,
23 must be approved by GWA.

24 (g) **Location of service connection or main.** No service connection or
25 water and/or sewer main will be installed by GWA in any private road, lane, street,
26 alley, court or place, until such private streets are open to the public and brought to
27 proper grade and GWA is given proper easements for the main or service connection.

1 Such easement shall provide permanent and continuous access for repair and
2 maintenance of GWA facilities. Otherwise, an applicant desiring water and/or sewer
3 service to property fronting on such private roads, lanes, etc., must extend his supply
4 pipe to the nearest public street on which a main exists.

5 (1) Private lines shall have clean outs at least 100 feet apart for
6 maintenance purposes.

7 (h) **Size and location of water meters and water and sewer service**
8 **connection.** GWA will determine the location and size of all meters and service
9 connections to its system. Factors to be considered may include but are not limited
10 to the nature of the service, the size and location of the building or buildings to be
11 served and the location of the property and buildings with respect to the mains. All
12 water meters shall be installed in the sidewalk area, preferably in the concrete
13 sidewalk, unless GWA, because of operating necessity, installs the meters
14 elsewhere. Drawings and standards for typical water meter and water and sewer
15 service installations are shown in the Standards of GWA.

16 (i) **Change in location, size, or usage classification of service**
17 **connections.** When the proper size of service connection for any premises has been
18 made, GWA has then fulfilled its obligations insofar as the size of the service
19 connection and the location thereof are concerned. If thereafter the ~~consumer~~
20 customer desires a change in size of the service connection or a change in the
21 location thereof, he shall bear all costs of such change. An enlargement of service
22 will be approved by GWA only if GWA is able to serve the increased demand
23 without adversely affecting existing customers on the system.

24 (1) The customer shall obtain prior authorization and approval from
25 GWA when a new use is planned for property that previously has been
26 provided with water and sewer service shall result in a change in customer

1 category classification. All costs related to a change in customer category
2 classification, including inspection, shall be borne by the customer.

3 Once GWA has determined through investigation that the use of any
4 premise served by a GWA water meter has changed, GWA reserves the right
5 to change the classification of an account as appropriate. Any charges
6 resulting from reclassification will be filed only after written notice has been
7 provided to the customer of the change of account classification. Written
8 notice shall include all applicable changes in water and/or wastewater rates.
9 In the event that it can be proven that the change in use occurred prior to
10 GWA's investigation and confirmation, GWA may back bill the correct water
11 and/or wastewater rate.

12 (2) GWA may disconnect any water and/or sewer service line to the
13 customer if sewer service is being furnished without a proper application or
14 pursuant to an application containing misrepresentation of material fact.

15 (j) **Alteration to public water and sewer system.** All work and materials
16 in connection with the change in location or elevation of any part of the existing
17 public water and/or sewer system, made necessary by the new service connection,
18 shall be at the expense of the applicant.

19 (k) **Contours or elevation.** When required by GWA, contours or
20 elevations shall be furnished by the applicant, based on the Coast and Geodetic
21 Survey Vertical Control System for Guam. Horizontal control shall be tied to the
22 U.S.C. & Geodetic Survey System on Guam or to recorded local surveys approved
23 by the Department of Land Management and GWA.

24 (1) **Sewer System.** The building foundation should be at least 12"
25 above the level of road pavement at the closest manhole and the slope should
26 be no less than 1/4" per foot.

1 (1) **Master Metering.** GWA reserves the right to limit the number of
2 houses or buildings and the area of land to be supplied by one service connection.

3 (m) **Water and sewer service to undeveloped areas.** Any prospective
4 ~~consumer~~customer requesting water and/or sewer service for areas beyond the
5 service limits or undeveloped areas or tracts of land in which a distribution or
6 collection system has not been installed are required to furnish GWA with plans and
7 specifications for the proposed distribution and collection system for such area or
8 tract which shall conform to the standards and requirements of GWA. Such
9 distribution or collection system shall be installed at the expense of the ~~consumer~~
10 customer in accordance with the plans and specifications as approved by GWA.

11 (1) Each prospective ~~consumer~~customer shall pay the incremental
12 installation expense which reflects each ~~consumer~~customer's responsibility
13 for the water service distribution or sewer collection installation charges. The
14 incremental installation expense shall be so formulated as prescribed in
15 Section 2118.

16 (2) GWA shall have the right to connect subsequent ~~consumers~~
17 customers to the installed distribution or collection system. If such water
18 and/or sewer service connections are of a permanent nature, and installation
19 of said connections are made within ~~five~~fifteen (15) years of the date the
20 service connection is activated, a refund shall be made applicable to the
21 original applicant.

22 (n) **Easements and rights of way.** Each customer shall grant adequate
23 easements and rights-of-way to ensure the customer's proper service connection.
24 Failure on the part of the customer to grant adequate easement and right-of-way shall
25 be grounds for GWA to refuse service.

26 (1) When GWA discovers that a customer has constructed on an
27 easement or right-of-way and such construction poses a hazard or

1 significantly interferes with GWA access to equipment, GWA shall notify the
2 customer of such and take whatever actions are necessary to have the
3 obstruction removed.

4 (2) In the case of a grant of easement where the customer has
5 constructed near or adjacent to GWA meters, facilities or equipment such that
6 service to such meters or equipment is obstructed, GWA shall not be
7 responsible for any damage to private construction necessitated for the proper
8 service or maintenance of GWA facilities.

9 (o) Developers and Subdivision owners who have installed water or
10 wastewater pump stations whose sole purpose is to serve a particular development
11 or subdivision, and consequently have no excess capacity to serve customers beyond
12 the boundaries of said development or subdivision, shall be required to maintain
13 their own pump station(s) and force main(s) in proper working condition to the
14 satisfaction of GWA. A determination of excess capacity is in the sole discretion of
15 GWA.

16 (p) ~~Sewer services for commercial establishment with restaurant or food~~
17 ~~processing facilities~~ Food Service Establishments (FSEs) must shall install ~~grease~~
18 ~~traps~~ GWA-approved Grease Removal Devices (GRDs) on the Sewer service line
19 prior to discharging into the ~~p~~ Public ~~s~~ Sewer ~~s~~ System. ~~Such establishments~~ FSEs
20 without effective GRDs ~~grease traps~~ shall be subject to termination by GWA of
21 water and/or sewer services, in accordance with GWA's FOG Program Manual. This
22 Manual shall be posted on the GWA website. GRDs must meet the requirements of
23 Section 2120.1 (FOG Program).

24 (1) New applicants for Public ~~s~~ Sewer System service. Prior to
25 application for a building permit, FSE ~~a~~ Applicants for sewer service shall be
26 required to install a properly sized GRD as set forth in Section 2120.1 (FOG
27 Program)-include in the building plans, the location of all grease traps.

1 (2) Existing Public s-Sewer service-System e-Customers. Existing e
2 Customers shall be required to install ~~grease traps within three months of the~~
3 ~~effective date of GWA's Service Rules and Regulations as noted in Section~~
4 ~~2123~~ GRDs in accordance with the requirements in Section 2120.1 (FOG
5 Program). If an existing FSE Customer does not have a GRD or has an
6 improperly sized GRD, the existing Customer shall install a new GRD
7 meeting the requirements of Section 2120.1 within ninety (90) days of notice
8 from GWA.

9 (q) All costs and expenses incident to the installation and connection of
10 sewer pumps installed by the customer to the public sewer system shall be borne by
11 the customer. The customer shall indemnify GWA from any loss or damage that
12 may directly or indirectly be occasioned by the installation of the sewage pumps and
13 force mains.

14 (1) The cost for the operation and maintenance of pumps and force
15 mains installed by the customer that are connected to the public sewer system
16 shall be borne entirely by the customer.

17 (2) GWA shall not be liable for any injury to person or damage to
18 property that may result directly or indirectly from the damages resulting from
19 any customer pump or force main malfunction or failure.

20 (r) Building clean outs shall always be covered unless there is an
21 emergency to relieve pressure or backup into the building. If in the event of an
22 emergency and significant discharge occurs, GWA must be notified in order to
23 administer appropriate action.

24 (1) It shall be considered an illegal ~~hookup-connection~~
25 to discharge or cause to be discharged any storm water, roof runoff, or any
26 waters from an uncontaminated cooling system, swimming pool, decorative
27 fountain or pond, into the building clean outs. Such illegal ~~hookup-connection~~

1 shall be subject to penalties as determined by GWA in accordance with Public
2 Law No. 19-14 and Section 2120 .

3 (2) It is illegal for anyone to remove manhole covers, any building
4 cleanout covers, or other access points to appurtenances of the wastewater
5 works as a means to drain flood waters from property or streets. Such action
6 shall result in a fine of \$1,000 per occurrence and the cost of replacement and
7 repair, if the covers are damaged or lost.

8
9 **Section 7.** § 2106, Article 1, Chapter 2, Title 28, of the Guam Administrative
10 Rules and Regulations, is hereby *amended* to read:

11 **§ 2106. Illegal Connection.**

12 (a) When an illegal connection is discovered, such action shall constitute
13 theft, and the responsible party will be processed in accordance with local statutes,
14 specifically Public Law 19-14, Section 9, wherein it states, "...such theft shall be
15 prosecuted in the same manner as any other theft, with the criminal penalties as
16 provided by the law." The responsible party shall be responsible for reimbursing
17 GWA for its services in accordance with the Schedule of Tariffs and Rates ~~and~~
18 ~~Charges~~.

19 (b) It shall be considered an illegal ~~hookup~~ connection discharge or
20 connection for any customer to discharge or cause to be discharged any storm water,
21 surface water, ~~unpolluted industrial~~ any unpermitted industrial process water, storm
22 water from secondary containment basins that go through an oil and water separator,
23 roof runoff, subsurface drainage, or any waters from an uncontaminated cooling
24 system, swimming pool, decorative fountain or pond, into the public sewer system
25 or any private sewer system which is connected to the public sewer system.

26 (c) It shall be theft for any person to take water from a fire hydrant, except
27 authorized Agency personnel or persons having written authorization from the

1 Agency, and fire fighters acting in their official capacity. Illegal use or connection
2 to a fireplug shall be considered an illegal connection with pipe size based on
3 diameter of the fireplug.

4 (1) Any person other than authorized Agency personnel, or firemen
5 in their official capacity, or persons who have written authorization from the
6 Agency, who knowingly and intentionally tampers with or damages water
7 and/or sewer pipes belonging to the Guam Waterworks Authority with the
8 intent to steal water, tap into the sewer system, or damage the system shall be
9 guilty of a felony of the third degree, and shall be subject to a penalty payable
10 to Guam Waterworks Authority as specified in GWA's Schedule of [Tariffs](#)
11 [and Rates and Charges](#), in addition to all other fines, penalties and prison time
12 allowed by law.

13 (d) If any illegal ~~hookup~~-[connection](#) is discovered (including but not
14 limited to illegal ~~hookup~~-[connections](#) by building contractors), water/wastewater
15 shall be disconnected at that location and may not be reinstated directly or indirectly
16 for that lot until a penalty calculated in accordance with Section 2104 of this rule has
17 been paid to the Guam Waterworks Authority.

18 (1) The General Manager of the Guam Waterworks Authority may
19 formulate a payment schedule that consists of a fifty (50) percent [\(50%\)](#) initial
20 payment, with up to three (3) installment payments, to be repaid with the
21 respective regular bills. A twelve percent (12%) annual interest shall be
22 assessed on the unpaid balance.

23 (2) Any person who connects illegally to any water and/or sewer line
24 may not be granted additional building permits until any such penalty is paid.

25 (3) The owner and tenant (if any) of any lot having an illegal water
26 and/or sewer ~~hookup~~-[connection](#) shall be personally, jointly and severably
27 liable for all penalties and estimated value of water used.

1 (e) It shall be the specific responsibility of land/home owners and tenants
2 to make sure that there are no illegal ~~hookup~~-connections serving the property, and
3 to correct the situation hereinafter provided, or, if caught, to pay the requisite penalty
4 for the estimated water/wastewater usage for up to four (4) years.

5 (1) GWA shall determine the estimated value of the
6 water/wastewater usage by the illegal connection for a period of up to four (4)
7 years, based upon the estimated time the illegal ~~hookup~~-connection was in
8 place, using average consumption figures for the type of consumption of the
9 illegal ~~hookup~~-connection system-wide for all ~~consumer~~-customers of that
10 class of figures. The estimated value of usage shall take into account usage of
11 the premises, number of occupants or users, and size of buildings or area
12 served by such illegal ~~hookup~~-connection.

13 (2) It shall be the burden of the recipient of the illegal ~~hookup~~
14 connection to establish that the illegal ~~hookup~~-connection was in use for less
15 than a period of four (4) years or that the estimated usage as determined by
16 GWA is incorrect.

17 (f) It shall be considered a felony of the third degree for any person other
18 than an employee of the Agency acting in his official capacity to knowingly tamper
19 with any line, valve or meter, or knowingly damage or cut any line, valve or meter,
20 or tap into any water line belonging to GWA for the purpose of taking water without
21 the previous written approval of the Guam Waterworks Authority.

22 (1) As stipulated by Public Law 19-14, Section 8, if any employee
23 or agency of any Contractor knowingly taps into any water and/or sewer line
24 belonging to GWA without prior written approval, his employer and any
25 general contractor who may have been supervising the employee or the agent
26 or the employer or the subcontractor shall have their contractor's licenses

1 revoked by the Contractor's Licensing Board for eighteen (18) months if the
2 Board finds:

3 (i) That one (1) or more persons involved were employed by
4 or were agents of the contractor or employers, and one (1) or more
5 persons knowingly tapped into water and/or sewer lines without the
6 prior written permission of GWA.

7 (ii) That at least one (1) of the persons who illegally tapped
8 into the line was acting in his capacity as a principal, officer, agent or
9 employee of the employer or contractor.

10 (iii) It is immaterial if the contractor or employer had actual
11 knowledge of the illegal ~~hookup~~ connection, if done in the course of
12 employment.

13 (g) It shall be considered an illegal ~~hookup~~ connection if the connection to
14 a line is metered for other purpose than the designated service.

15 (h) A bounty as specified in GWA's Schedule of Tariffs and Rates and
16 ~~Charges~~ shall be paid to any person who reports an illegal water and/or sewer ~~hookup~~
17 connection for the same location. If several persons report an Illegal ~~hookup~~
18 connection, the bounty shall be divided evenly between those persons reporting the
19 ~~i~~ Illegal ~~hookup~~ connection.

20 (1) If any person reports more than ten (10) illegal ~~hookups~~
21 connections or non-compliances within a twelve-month period, that person
22 shall not receive any bounty unless at least fifty percent (50%) of the reported
23 illegal ~~hookups~~ connections or instances of non-compliance are determined to
24 be actually illegal.

25 **Section 8.** § 2107, Article 1, Chapter 2, Title 28, of the Guam Administrative
26 Rules and Regulations, is hereby *amended* to read:

27 **§ 2107. Meter Reading and Rendering of Bills.**

1 (a) All bills shall be rendered upon actual readings, except as provided for
2 in 12 G.C.A., Section 12027, and subject to the provisions as set forth in 12 G.C.A.,
3 Section 12026.

4 (1) Bills shall be rendered upon actual readings taken within no more
5 than (70) days of the billing, subject to the following provisions:

6 (i) Regular bills are sent at approximately thirty (30) day
7 intervals; and

8 (ii) All meters shall be read at least every forty (40) days,
9 unless the Public Utilities Commission has approved an alternate
10 billing plan to read the meters approximately every two (2) months and
11 estimate every other bill.

12 (2) If GWA fails to read a meter for more than seventy (70) days,
13 GWA may only charge the ~~consumer~~customer for usage based on
14 consumption as registered on the meter between the date of the new reading
15 and subsequent normal reading cycle to determine actual usage.

16 (3) The Governor may issue an executive order, in the event of a natural
17 disaster or unusual circumstance, that may extend the seventy (70) day period
18 of readings, subject to sections prescribed in P.L. 22-53.

19 (4) Inaccessibility to GWA's meters attributable to the fault of the
20 ~~consumer~~customer, and subsequent notification in writing by GWA
21 informing the ~~consumer~~customer of the inaccessibility to GWA's meters,
22 shall allow GWA to make estimated billings until the meter becomes
23 accessible.

24 (5) Special readings may be made when necessary for closing of
25 accounts or for other reasons.

1 (b) GWA may not back bill customers for additional consumption of water
2 or sewer service due to faulty meters or previous billings except as provided for in
3 12_G_C_A, Section 12027.

4 (1) In the event of non-functioning or defective meters, GWA shall
5 not back bill customers for additional consumption of water based upon
6 estimated usage, except for back billing not to exceed the four billing cycles
7 immediately preceding the discovery by GWA of such an error, and not to
8 exceed four (4) months, for the reasonable estimated usage for such billing
9 cycles, using reasonable estimates based upon the subsequent actual average
10 daily consumption by the ~~consumer~~customer over a two (2) month period, or
11 other formula, as prescribed by the Public Utilities Commission.

12 (2) In the event of billing errors or omissions, GWA shall not back
13 bill customers for additional consumption of water based upon estimated
14 usage, except for back billing not to exceed the four billing cycles
15 immediately preceding the discovery by GWA of such an error, and not to
16 exceed four (4) months.

17 (c) The sections as contained in this Rule shall not apply to any
18 circumstance in which the meter has been damaged or is inaccessible as a result of
19 actions or negligence on the part of the ~~consumer~~customer, or where there is
20 evidence of fraud or meter tampering on the part of the ~~consumer~~customer, or by an
21 agent or employee of the ~~consumer~~customer, or where there is proof of fraud,
22 collusion or conspiracy by the ~~consumer~~customer to pay less than the proper charges
23 for water and sewer service.

24 (d) Closing bills for short periods of time since the last meter reading date
25 will ordinarily be determined by the amount of water actually used, as indicated by
26 the meter reading and is subject to a minimum charge.

1 (e) Readings of separate meters may not be combined. For the purpose of
2 computing charges, all meters serving the ~~consumer~~-customer's premises shall be
3 considered separately, and the readings thereof shall not be combined except in cases
4 where GWA, because of operating necessity, installs two or more meters in parallel
5 to serve the same ~~consumer~~-customer's supply pipe.

6 (1) When there is more than one meter at a location, the metering
7 equipment shall be so tagged or plainly marked as to indicate the facilities
8 being metered.

9 (f) It is the responsibility of the ~~consumer~~-customer to protect the meter
10 and its setting so that the reading of the meter can be accomplished speedily and
11 accurately. The Agency recognizes that in some cases the meters and its settings can
12 be damaged by persons other than ~~consumer~~-customers. In any case, if the meter is
13 damaged or non-recording, the customer should notify GWA.

14 (1) **Access to customer premises.** GWA shall at all times have the right
15 of ingress to and egress from the customer's premises at all reasonable hours
16 for any purpose reasonably connected with GWA's property used in
17 furnishing service and the exercise of any and all rights secured to it by law
18 or these rules.

19 (2) The customer shall provide convenient access to the meter and shall
20 not cause or permit any obstruction thereto. If a meter is obstructed, GWA
21 shall give notice thereof to a responsible occupant of the property served or
22 by mail to the customer's last known billing address. Within five days thereof,
23 the customer shall cause the obstruction to be removed or shall enter into an
24 agreement with GWA whereby GWA shall remove the obstruction or relocate
25 the meter at the expense of the customer.

26 (g) GWA shall impose and charge a flat rate for unmetered premises when
27 the installation of a new meter is not immediately possible and when GWA is

1 obligated to make payment for the water sources of the premises from the U.S. Navy.
2 The flat rate to be charged shall be determined based on the size of the connection
3 and the use of water services to the premise in accordance with the PUC Schedule
4 of Rates and Tariffs. Within six (6) months of the account being established, a
5 Customer will be required to install a meter in accordance with the appropriate
6 standards and provide an access or easement to the meter.

7 **Section 9.** § 2108, Article 1, Chapter 2, Title 28, of the Guam Administrative
8 Rules and Regulations, is hereby *amended* to read:

9 **§ 2108. Billing Collection.**

10 (a) All bills shall be due and payable upon deposit in the United States Mail
11 or upon other presentation, to the ~~consumer~~-customer. The customer may by
12 affirmative act, opt out of receiving a physical or paper bill and instead, receive an
13 electronically generated invoice. The ~~consumer~~-customer shall be responsible to
14 keep GWA informed of the ~~consumer~~-customer's most recent billing address.
15 Payment shall be made at the office of GWA or by mail addressed to GWA, or to
16 duly authorized collectors of GWA. Payments shall also be collected online via
17 mobile devise, over the phone, website, or other electronic or digital method.

18 (b) Any bill **which is not paid** on or before the specified due date after
19 presentation ~~or deposit in the United States Mail~~ shall be deemed delinquent and the
20 water and/or sewer service shall be subject to the provisions of GWA's
21 discontinuation of water and/or sewer service as set forth in §2110. Discontinuation
22 of water and/or sewer services does not confer upon the ~~consumer~~-customer any
23 right to defer or delay any payment due, and does not limit any power of GWA to
24 enforce payment of any charge or fee when due.

25 (1) Failure to receive bills or notices which have been properly
26 placed in the United States Mail shall not prevent such bills from becoming
27 delinquent nor relieve the customer of his obligations therein.

1 (2) Charges for service commence when the service is installed and
2 connection made, whether used or not.

3 (c) Two or more persons who join in one application for service shall be
4 jointly and severally liable thereunder and shall be billed by means of single periodic
5 bills.

6 (d) Those customers with unreliable mail or email services are cautioned
7 to retrieve their bill from GWA customer service center and pay it in person ~~postal~~
8 ~~service, such as general delivery addresses should come to GWA to pick up and pay~~
9 ~~their bills.~~

10 (e) **Insufficient funds (NSF) checks.** GWA shall be allowed to recover a
11 fee as set forth in the Schedule of Tariffs and Rates ~~and Charges~~ for each instance
12 where a customer tenders payment for GWA service with an insufficient funds
13 check.

14 (1) When the GWA is notified by the customer's bank that there are
15 insufficient funds to cover the check tendered for GWA service, GWA shall
16 make a diligent effort to contact the customer, either in person or by telephone,
17 to inform the customer of the inadequate payment. GWA may, at its
18 discretion, require the customer to make payment in cash, money order,
19 certified check, or other means which guarantee the customer's payment to
20 GWA.

21 (2) A customer who tenders an insufficient check shall in no way be
22 relieved of the obligation to render payment to GWA under the original terms
23 of the bill nor defer GWA's provision for termination of service for
24 nonpayment of bills.

25 (3) When a customer tenders an insufficient check and does not clear
26 the check after being notified by GWA, GWA shall debit the account for the

1 written amount plus a service charge as set forth in the Schedule of Tariffs
2 and Rates-and-Charges.

3 (f) **Deferred payment plan.** GWA shall prior to termination offer to
4 qualifying residential customers a deferred payment plan for the customer to retire
5 past due bills for GWA service.

6 (1) Each deferred payment agreement entered into GWA and the
7 customer due to the customer's inability to pay an outstanding bill in full shall
8 provide that service will not be discontinued if:

9 (i) Customer agrees to pay fifty (50) percent of the
10 outstanding bill at the time the parties enter in the deferred payment
11 agreement.

12 (ii) Customer agrees to pay all future bills for GWA's service
13 in accordance with the billing and collection practices of GWA.

14 (iii) Until such time a customer assistance program is
15 developed, Customer agrees to pay the remaining outstanding balance
16 in installments over a period not to exceed ~~six (6)~~ eight (8) months.
17 Installation period greater than (8) months must be approved by the
18 General Manager.

19 (2) Any customer who desires to enter into a deferred payment
20 agreement shall establish such agreement prior to GWA's scheduled
21 termination date for nonpayment of bills; customer failure to execute a
22 deferred payment agreement prior to the scheduled termination date shall not
23 prevent GWA from terminating service for nonpayment.

24 (3) Deferred payment agreements shall be in writing and shall be
25 signed by the customer and an authorized GWA representative.

26 (4) A deferred payment agreement offered by GWA shall state
27 immediately preceding the space provided for the customer's signature and in

1 bold face print at least two sizes larger than any other used thereon the words
2 "IF YOU ARE NOT SATISFIED WITH THIS AGREEMENT, DO NOT
3 SIGN. IF YOU DO SIGN THIS AGREEMENT, YOU GIVE UP YOUR
4 RIGHT TO DISPUTE THE AMOUNT DUE UNDER THE AGREEMENT
5 EXCEPT FOR GWA'S FAILURE OR REFUSAL TO FOLLOW THE
6 TERMS OF THIS AGREEMENT."

7 (5) A deferred payment agreement shall include a finance charge
8 which shall equal the prime rate posted locally by a financial institution
9 acceptable to GWA, or as otherwise established.

10 (6) If an applicant for GWA service has not fulfilled the terms of a
11 deferred payment agreement, GWA shall have the right to disconnect service
12 pursuant to GWA's termination of service rules as contained in §2110, and
13 under such circumstances, it shall not be required to offer subsequent
14 negotiation of a deferred payment agreement prior to disconnection.

15 (7) During the Declaration of Emergency, the General Manager may
16 extend the payment terms not to exceed to a period of twelve (12) months.
17 The deferred payment period may be for the full amount owned by the
18 customer.

19 (g) **Late payment penalty.** GWA shall include in its tariffs a late payment
20 penalty tariff which may be applied to past due bills.

21 (1) The amount of the late payment penalty shall be indicated upon
22 the customer's bill when rendered by GWA.

23 (h) **Bill analysis.** When a customer requests GWA to provide an analysis
24 of past charges, a bill analysis charge will be assessed as set forth in the Schedule of
25 Tariffs and Rates ~~and Charges~~.

26 (1) This charge shall not apply when the request for a bill analysis is
27 pursuant to a billing dispute.

1 (i) **Minimum charge.** All customers are subject to a minimum charge as
2 set forth in the Schedule of Tariffs and Rates ~~and Charges~~. This charge is designed
3 primarily to recover costs of facilities, and will be assessed regardless of the service
4 interruptions experienced during the billing period.

5 (j) GWA may offset any charge, fee, or other indebtedness due or owing
6 by a ~~consumer~~ customer to the GWA against any deposit, payment, credit or advance
7 made by the customer.

8 (k) ~~Thirty (30) days after notifying a customer,~~ After notification is issued
9 to a customer of an outstanding balance on a closed account, GWA shall transfer the
10 outstanding balance from a closed account to an active account of the same customer
11 if the balance is not paid or an installment payment is not arranged with GWA.

12 **Section 10.** § 2109, Article 1, Chapter 2, Title 28, of the Guam Administrative
13 Rules and Regulations, is hereby *amended* to read:

14 **§ 2109. Meter Tests and Adjustment of Bills.**

15 (a) **Meter tests.** All meters are tested prior to installation. Any ~~consumer~~
16 customer who, for any reason, doubts the accuracy of the meter serving his premises,
17 and subsequent to corrective actions being taken by the Agency in accordance with
18 GWA standard operating procedures, may request GWA to perform a test of the
19 meter after depositing a test fee. The ~~consumer~~ customer, if he so requests, will be
20 notified as to the time of the test and may witness the test if he so desires. The test
21 fee will be refunded if the test indicates the meter is registering more than two
22 percent (2%) over the actual flow. If a portable test bench is utilized and the meter
23 is found to be working improperly, it will be replaced or repaired by GWA within
24 fifteen (15) working days.

25 (1) The test fee shall be set forth in the Schedule of Tariffs and Rates
26 ~~and Charges~~.

1 (b) **Adjustment of bills for meter inaccuracy.** If, as the result of the test,
2 the meter is found to register outside the range as prescribed by American Water
3 Works Association (AWWA) M36 Manual, GWA will refund to the ~~consumer~~
4 customer the overcharge, based on ~~past~~ consumption subsequent to a meter
5 exchange, as recorded off the replacement meter over a period of at least two (2)
6 months, ~~for a period not to exceed six months~~ unless it can be proved that the error
7 was due to some cause, the date of which can be fixed. In this latter case, the
8 overcharge shall be computed back to, but not beyond, such date.

9 (c) If a meter fails to register due to any cause except the non-use of water,
10 an estimated bill may be rendered. Such estimated bill will be subject to equitable
11 adjustment taking into account all factors before, during and after the period of said
12 bill.

13 **Section 11.** § 2110, Article 1, Chapter 2, Title 28, of the Guam Administrative
14 Rules and Regulations, is hereby *amended* to read:

15 **§ 2110. Disconnection of Water and Sewer Service.**

16 (a) GWA may disconnect or discontinue water and/or sewer service in
17 order to enforce compliance with sewer service in order to enforce compliance with
18 GWA's Service Rules and Regulations. The termination of water service shall
19 include termination of sewer service.

20 (b) **Non-permissible reasons to disconnect service.** GWA may not
21 disconnect service for any of the reasons stated below:

22 (1) Delinquency in payment for services rendered to a prior customer
23 at the premises where service is being provided, except if it can be determined
24 that there is intent between the parties to circumvent the provisions of these
25 regulations, and where the prior customer continues to reside on the premises.

1 (2) Failure to pay for a bill to correct a previous underbilling due to an
2 inaccurate meter or meter failure if the customer agrees to enter into a deferred
3 payment plan as stipulated in Section 2108.

4 (3) GWA shall not terminate service when conditions are especially
5 dangerous to health provided:

6 (i) The customer can establish through medical documentation
7 that, in the opinion of a licensed medical physician, termination would
8 be especially dangerous to the customer's health.

9 (ii) Life-saving apparatus used in the home is dependent on
10 utility service for operation of such apparatus.

11 (4) GWA service to elderly or ~~handicapped~~ persons with disabilities
12 who have an inability to pay will not be terminated until all of the following
13 avenues have been exhausted:

14 (i) The customer is unable to meet the requirements of the
15 utility's deferred payment plan; and

16 (ii) Funds available from various government and social
17 assistance agencies have been exhausted; and

18 (iii) A third party designated by the customer has been notified
19 and is unable to satisfy the outstanding utility bill.

20 (5) It will be at the approval of the GWA General Manager to consider
21 not to terminate existing water service if an Executive Order declares an
22 emergency.

23 (c) **Termination of service without notice.** GWA service may be
24 disconnected without advance written notice under the following conditions:

25 i. The existence of an obvious hazard to the safety or health of the
26 ~~consumer~~ customer or the general population.

1 ii. GWA has proof of meter tampering or other acts to defraud
2 GWA.

3 iii. Unauthorized resale or use of water services.

4 iv. GWA has proof that a high hazard cross-connection at the
5 ~~consumer~~-customer's water piping system exists and/or a positive total
6 coliform and a contamination of lead and copper in the ~~consumer~~-customer's
7 piping system has been identified by a certified laboratory.

8 (1) GWA shall not be required to restore service until the
9 conditions which resulted in the termination have been corrected to the
10 satisfaction of GWA.

11 (2) GWA shall maintain a record of all terminations of service
12 without notice. This record shall be maintained for a minimum
13 of three

14 (3) years and shall be available for inspection.

15 (d) **Termination of service with notice.** GWA may disconnect service
16 with notice to any customer for any reason stated below provided the utility has met
17 the notice requirements established in these Rules:

18 (i) Customer violation of any of GWA's Rules and Regulations and
19 internal operating procedures.

20 (ii) Failure of the customer to pay a bill for service within thirty (30)
21 days after the remaining or presentation of the bill thereof to the ~~consumer~~
22 customer.

23 (ii) Failure of the customer to provide GWA reasonable access to its
24 equipment and property.

25 (iv) Customer breach of contract for service between GWA and
26 customer.

1 (v) When necessary for GWA to comply with an order of any
2 governmental agency having such jurisdiction.

3 (vi) Where negligent or wasteful use of water exists on any premises,
4 if such conditions are not corrected after giving the ~~consumer~~-customer
5 written notice to do so.

6 (vii) Failure to comply with the requirements of Section 2109 of
7 GWA's Service Rules and Regulations.

8 (1) GWA shall maintain a record of all terminations of service
9 with notice. This record shall be maintained for a three (3) year period
10 and be available for inspection.

11 (e) **Termination notice requirements.** GWA shall terminate service to
12 any of its customers without providing advance written notice to the customer of
13 GWA's intent to disconnect service, except under those conditions specified where
14 advance written notice is required.

15 (1) Such advance written notice shall contain, at a minimum, the
16 following information:

17 (i) The name of the person whose service is to be terminated
18 and the address where service is being rendered.

19 (ii) The amount of the bill which the customer has failed to
20 pay in accordance with the payment policy of GWA or under
21 circumstances as prescribed in Section 4 of this rule, and where it
22 should be paid to avoid- disconnection.

23 (iii) The date the notice is delivered or placed in the U.S. mail
24 and the exact date on or after which service may be terminated.

25 (iv) A statement advising the customer that GWA will, on
26 request, make an investigation of, and hold a hearing on, any disputed

1 bill, charge, fee, or indebtedness in accordance with Section 2121 of
2 GWA's Service Rules and Regulations.

3 (v) A statement advising the customer to contact GWA at a
4 specific address, and phone number for information regarding any
5 deferred billing or other procedures which GWA may offer or to work
6 out some other mutually agreeable solution to avoid termination of the
7 customer's service.

8 (vi) The name of government agencies or other organizations
9 known to GWA that render assistance to certain eligible persons who
10 are unable to pay their utility bill and which have requested that their
11 name, address, and phone number be given to any customers facing
12 possible termination of service. Such information may be provided on
13 a separate sheet included with the notice of termination.

14 (2) Where applicable, a copy of the termination notice will be
15 simultaneously forwarded to designated third parties.

16 (3) If the ~~consumer~~ customer wishes to dispute a proposed
17 termination of service, the ~~consumer~~ customer must, within five (5) business
18 days from the notice of termination, appeal the dispute in accordance with the
19 procedures outlined in Section 2121.

20 (f) **Timing of termination with notice.** GWA shall be required to give at
21 least ten (10) days advance ~~written~~ notice prior to the termination date.

22 (1) Such notice shall be considered to the customer when a copy
23 thereof is posted first class in the U.S. mail to the customer's last known billing
24 address.

25 (2) If after the period of time allowed by the notice has elapsed and
26 the delinquent account has not been paid nor arrangements made with GWA
27 for the payment thereof or in the case of a violation of GWA's rules the

1 customer has not satisfied GWA that such violation has ceased, GWA may
2 then terminate service on or after the day specified in the notice without giving
3 further notice.

4 (3) Service may only be disconnected in conjunction with a personal
5 visit to the premises by an authorized representative of GWA.

6 (4) GWA shall have the right (but not the obligation) to remove any
7 or all of its property installed on the customer's premises at the termination of
8 service.

9 (g) **Landlord Tenant Rule.** In situations where service is rendered at an
10 address different from the mailing address of the bill or where the utility has reason
11 to know that a landlord/tenant relationship exists and that the landlord is the
12 customer of the utility, and where the landlord as customer would otherwise be
13 subject to disconnection of service, the utility may not disconnect service until the
14 following actions have been taken:

15 (i) Where it is feasible to so provide service, GWA, after providing
16 notice as required in these rules, shall offer the occupant the opportunity to
17 subscribe for service in his or her own name consistent with § 2104. If the
18 occupant then declines to so subscribe, GWA may disconnect service pursuant
19 to the rules.

20 (ii) GWA shall not attempt to recover from a tenant or condition
21 service to a tenant with the payment of any outstanding bills or other charges
22 due upon the outstanding account of the landlord.

23 (h) ~~Consumer~~ Customer about to vacate premises. Each ~~consumer~~
24 customer about to vacate any premises supplied with water by GWA shall give
25 notice in person, in writing or by telephone of his intention to vacate (4) four working
26 days prior thereto specifying the date service is desired to be discontinued, otherwise
27 he shall be held responsible for all water service furnished to such premises until

1 GWA has received such notice of discontinuance. Before buildings are demolished,
2 GWA shall be notified so the service connection can be closed.

3 (i) No termination of service shall be made during any time when the
4 business office in GWA is not open, or during the pendency of any investigation by
5 GWA of, or hearing on, the bill, charge, fee, or indebtedness involved provided the
6 ~~consumer~~-customer has placed into escrow with GWA an amount equal to the
7 disputed amount.

8 **Section 12.** § 2111, Article 1, Chapter 2, Title 28, of the Guam Administrative
9 Rules and Regulations, is hereby *amended* to read:

10 **§ 2111. Schedule of Tariffs and Rates-and-Charges.** All rates and charges
11 are available free of charge at GWA on a Schedule of Tariffs and Rates-and-Charges"
12 form !

13 **Section 13.** § 2112, Article 1, Chapter 2, Title 28, of the Guam Administrative
14 Rules and Regulations, is hereby *amended* to read:

15 **§ 2112. Electrical Grounding.**

16 (a) Protective grounding of alternating current secondary distribution
17 circuits made to the water system shall be subject to written approval by GWA.

18 (b) No grounding of direct current system to any portion of the water
19 system shall be permitted. Authorized representatives of GWA shall be permitted to
20 enter upon the ~~consumer~~-customer's premises, during reasonable hours, to assure
21 compliance with this provision. Noncompliance with this provision may result in
22 discontinuance of water service until the violation is corrected and liability for any
23 damage to the GWA and for personal injury resulting therefrom.

24 (c) GWA will not be responsible for the maintaining of a continuous
25 metallic water piping system and reserves the right, without liability to public utility
26 electric companies, electric ~~consumer~~-customers, or any other agency or individual
27 to create a physical break in its service connection and mains, or to incorporate non-

1 metallic pipes and appurtenances in its system and to make joints of any materials,
2 without regard to their efficiency as conductors of electricity and without giving
3 notice.

4 **Section 13.** § 2113, Article 1, Chapter 2, Title 28, of the Guam Administrative
5 Rules and Regulations, is hereby *amended* to read:

6 **§ 2113. ~~Consumer's~~Customer's Pumping Installations.**

7 (a) ~~Consumers~~Customers shall not be permitted to install or operate pumps
8 on either side of the water meter, except in cases approved in writing by GWA.

9 (b) Approvals given by GWA under this will be qualified by clauses
10 making them revocable upon ninety (90) days' notice during which period the
11 ~~consumer~~customer, if he desires to continue the operation of the pump, shall
12 eliminate the objectionable features causing the giving of such notice. However, if
13 the objectionable operation of a pump, whether approved under this clause or not,
14 constitutes a health hazard to the public water supply system, the operation of such
15 pump shall be discontinued immediately and not resumed until such health hazard
16 has been removed.

17 (c) No pump shall be equipped with a direct water supply connection for
18 priming purposes except with the written permission of GWA.

19 **Section 14.** § 2114, Article 1, Chapter 2, Title 28, of the Guam Administrative
20 Rules and Regulations, is hereby *amended* to read:

21 **§ 2114. Cross-Connection and Backflow Prevention.**

22 (a) In order to provide proper sanitary protection to GWA's water supply
23 and to comply with the applicable regulations, GWA will require that following the
24 effective date of these Rules and Regulations no cross-connections with other water
25 supplies, or other physical connections, shall exist, or be installed, located,
26 maintained or operated which could permit backflow of contaminated water or any

1 other dangerous, impure, unsanitary, or unpotable substance from the ~~consumer~~
2 customer's premises into GWA's water supply system, except as provided below:

3 (1) Cross-connection with other water supplies. Owners (or
4 operators) of presently existing water supplies which are in active use and
5 cross-connected to GWA's system will be required to secure permits for the
6 continuance of such cross-connections. _Permits will be granted on a
7 provisional basis, renewable yearly, under the following conditions:

8 (i) Where such water supplies are regularly examined by
9 GEPA and GWA and are approved by GEPA and GWA as acceptable,
10 safe and sanitary supplies and continue as such at all times while the
11 connections are in existence.

12 (ii) Where such water supplies do not meet the requirements
13 of (i) above, are not normally under pressure and are maintained solely
14 for firefighting purposes, and where adequate protection against
15 backflow to the GWA water system is provided by mechanical, or other
16 methods or devices satisfactory to GWA.

17 (b) **Separate pressure system.** GWA will require the installation of
18 mechanical, or other, methods or devices on the ~~consumer~~-customer's side of the
19 meter to prevent backflow whenever the ~~consumer~~-customer maintains a separate
20 pressure system or a separate storage facility, or in any other way increases the
21 pressure of the water and/or sewer within his premises above the pressure furnished
22 by GWA; or has such equipment devices or arrangement of piping, storage or
23 industrial methods or processes that might, under certain conditions, raise the
24 pressure of the water and/or sewer within his premises above the pressure of the
25 water and/or sewer in the mains of GWA. Plans for such installations must be
26 approved by GWA.

1 (c) **Location and inspection of protective devices.** Any device installed
2 for the prevention of backflow as may be required under these Rules and
3 Regulations, shall, unless GWA approves otherwise in writing, be located above
4 ground and in such a manner as to be safe from flooding or submergence in water of
5 other liquids, properly protected from external damage, freely accessible and with
6 adequate working room for inspection, testing and repairing. All such devices shall
7 be tested and inspected internally not less than once annually or more often in those
8 instances where successive inspections indicate repeated failure. Repairs,
9 replacement of parts, etc., shall be made whenever necessary at the expense of the
10 ~~consumer~~-customer. Making annual tests and inspections shall be the responsibility
11 of the ~~consumer~~-customer and shall be made by the ~~consumer~~-customer or other
12 qualified person or persons in accordance with methods acceptable to GWA.
13 Records of tests and inspections shall be made on forms prescribed by GWA and a
14 copy of such records shall be furnished to GWA. Failure of the ~~consumer~~-customer
15 to make the proper tests and submission of records may result in GWA making the
16 tests, needed repairs and replacements and charging the costs thereof to the
17 ~~consumer~~-customer.

18 (1) The size of the preventive devices shall adhere to the following
19 dimensions:

Size of device	Dimension ground level to centerline of backflow prevention device		Dimension distance to surrounding obstruction
	Min	Max	
3/4" to 1-1/12"	18"	48"	24"
2" to 3"	24"	48"	24"
4" to 6"	30"	48"	24"
8" to 10"	36"	48"	24"

20

1 (2) In all cases, the backflow prevention device shall be installed
2 according to the backflow ~~preventor~~preventer manufacturer's direction and
3 easily accessible location.

4 (d) **Irrigation systems.** The following guidelines relating to the backflow
5 prevention device for irrigation systems shall apply:

6 (1) Atmospheric vacuum breaker after the last control valve of each
7 sprinkler circuit and at a minimum of six inches above the highest irrigation
8 head. The atmospheric vacuum breaker shall be installed only on irrigation
9 circuits with heads that will not return any pressure in the circuit, after the
10 circuit control is closed.

11 (2) Pressure vacuum breakers shall be installed at the beginning of
12 each irrigation circuit and at the minimum of twelve inches above the highest
13 irrigation head on the circuit. Individual irrigation circuit having quick
14 coupling valves or other similar type heads that will permit pressure to be
15 retained in the circuit shall have a pressure vacuum breaker on each circuit. A
16 pressure vacuum breaker may not be installed where; ~~double check valve~~
17 ~~assembly~~, a reduce pressure principal backflow prevention device, or air gap
18 separation is required.

19 ~~(3) A double check valve assembly may be installed to serve~~
20 ~~multiple irrigation circuits in lieu of vacuum breakers on each individual~~
21 ~~irrigation circuit.~~

22 (4~~3~~) A reduced pressure principal backflow ~~preventor~~preventer or air
23 gap separation shall be required before any piping network in which
24 fertilizers, pesticides, and other chemicals or other toxic contaminants are
25 injected or siphoned into the irrigation system.

1 (e) **Maintenance requirements.** The following guidelines relating to the
2 maintenance requirements of prevention devices, e.g., backflow prevention devices,
3 vacuum breakers, etc., shall apply:

4 (1) It shall be the responsibility of water users to maintain all backflow
5 ~~preventors~~preventers and vacuum breakers within the building or on the
6 premises in good working order. No piping nor other arrangement for the
7 purpose of bypassing backflow devices shall be permitted.

8 (2) Periodic testing and inspection schedule shall be established by the
9 General Manager for all backflow ~~preventors~~preventers in intervals between
10 such testing, inspection, and overhaul of each device shall be established in
11 accordance with age and condition of the backflow prevention device. The
12 inspection interval should not exceed one year. Backflow prevention devices
13 should be inspected frequently after initial installation to ensure that the
14 devices are properly installed, and debris resulting from the installation has
15 not interfered with the functioning of the device. The inspection and testing
16 shall be performed by a certified tester approved by the General Manager. In
17 those instances where the General Manager deems the installation to
18 constitute a hazard, inspections may be required at more frequent intervals.
19 Records of any tests, repairs, and overhauls shall be recorded and kept on a
20 form prescribed by the General Manager. Should the water user fail to
21 perform the proper tests, and fail to provide all records relating to the test, the
22 General Manager may at ~~their~~ discretion, perform the necessary tests, needed
23 repairs and replacements, and charge the cost thereof to the water ~~consumer~~
24 customer.

25 (f) **Affidavit of compliance.** Upon request of GWA, the ~~consumer~~
26 customer shall present an affidavit either certifying to the fact that there are no
27 connections or other installations of the type prohibited in Section 2101 of this Rule

1 on his premises or describing in detail all conforming and nonconforming
2 connections or installations.

3 (g) **Discontinuance of water and/or sewer service for noncompliance.**

4 Failure on the part of the ~~consumer~~-customer to comply with GWA's requirements
5 relative to cross-connections and backflow prevention will be sufficient reason for
6 discontinuing water and/or sewer service until such time as the requirements have
7 been met.

8 (h) GWA shall not be liable for any injury to persons or damage to property
9 which may result directly or indirectly from the installation of testing or any device
10 intended to protect GWA's public water supply from contamination.

11 **Section 15.** § 2115, Article 1, Chapter 2, Title 28, of the Guam Administrative
12 Rules and Regulations, is hereby *amended* to read:

13 **§ 2115. Private Fire Protection Service.**

14 (a) Private fire protection service will be furnished only where adequate
15 provision is made to prevent diversion of water through such service for other
16 purposes. The fire service connection will be installed by GWA and shall be paid for
17 by the ~~consumer~~-customer in accordance with the provision for the installation of
18 new service connections. After the water is turned on GWA assumes no liability for
19 loss or damage of any kind whatsoever that may occur to the premises serviced,
20 regardless of cause.

21 (b) All private fire protection services will be metered with a double
22 detector check valve and a bypass meter of a type approved by GWA. The meter and
23 the meter box required therefor shall be furnished, installed, and maintained by
24 GWA and be paid by the ~~consumer~~-customer as to all costs. All service connections
25 and the bypass meter shall become the property of GWA after installation. The check
26 valve assembly, including the assembly enclosure and facilities leading therefrom
27 shall be installed, owned, operated, and maintained by the ~~consumer~~-customer.

1 (c) A charge will be made for water used through such connection for fire
2 protection purposes but any water loss through leakage or used in violation of the
3 conditions contained herein shall be paid for by the ~~consumer~~customer at the regular
4 Schedule of Tariffs and Rates~~and Charges~~. GWA may disconnect and remove the
5 said service connection if water is used for other than fire protection purposes or if
6 leaks are not corrected. Whenever such disconnection is in effect, GWA shall not be
7 held in any way liable for loss or damage sustained due to such condition.

8 (d) A monthly minimum charge will be charged to the ~~consumer~~customer
9 for the size of meter installed, in accordance with Section 2111, Schedule of Tariffs
10 and Rates~~and Charges~~.

11 (e) All provisions of §2115 as contained in GWA's Service Rules and
12 Regulations shall pertain to existing fire sprinkler systems.

13 **Section 16.** § 2116, Article 1, Chapter 2, Title 28, of the Guam Administrative
14 Rules and Regulations, is hereby *amended* to read:

15 **§ 2116. Use of and Damage to Fire Hydrants, Change in Hydrant**
16 **Location, Hydrant Color Codes.**

17 (a) **Use of Fire Hydrant.** Any use of a fire hydrant or tampering therewith
18 or the taking of water therefrom for purposes other than fire protection or
19 maintenance of the system by persons other than authorized employees of the Guam
20 Fire Department or of GWA is prohibited except upon prior application to and
21 written permit by GWA. The Guam Fire Department shall have the prior right to use
22 any hydrant at any time and shall have the authority to remove peremptorily, if
23 necessary in case of fire, any connection that may be made to a hydrant under a
24 permit issued by GWA. The use of any hydrant under a permit and the connections
25 thereto shall be subject to the direction and approval of GWA.

26 (b) **Application to Permit.** Application for a permit for the use of a fire
27 hydrant for purposes other than fire protection shall be made in writing to GWA and

1 when required, shall be accompanied by payment of the applicable connection
2 charges. It shall be non-transferable and shall be shown upon demand by the
3 permittee, its agents or employees. GWA reserves the right to reject any application,
4 to refuse to issue any permit and to revoke any permit at any time. No permit will be
5 issued unless the permittee agrees to notify GWA as soon as the use of the hydrant
6 is finished. In the event that a permit shall be revoked, the use of the hydrant
7 thereunder shall cease immediately and all connections thereto shall be properly
8 removed forthwith. GWA will inspect each hydrant which has been used under a
9 permit, and all costs of repairs which GWA may adjudge to be due to such use and
10 the cost of inspection shall be paid for by the permittee. All water drawn from a
11 hydrant under permit shall be metered and shall be paid for by the permittee at the
12 current water rates. A traveling portable meter will be issued to the permittee by
13 GWA for this purpose. The permittee shall make the meter available to GWA for
14 reading not less than once a month. Any damage caused to the meter during the time
15 of use by the permittee shall be paid for by the permittee. The permittee shall pay all
16 of the costs of connecting to and disconnecting from the hydrant.

17 (c) **Hydrant Wrenches.** Only regulation fire hydrant wrenches approved
18 by GWA shall be used for the operation of fire hydrants.

19 (d) **Damage to hydrant or property.** The permittee shall report promptly
20 any defect in or damage to the hydrant. The cost of any loss or damage to property
21 or of any injury to persons resulting from the use of the hydrant shall be paid for by
22 the permittee. GWA will not be held responsible for any damage to property or injury
23 to persons arising from the use of any hydrant for any cause whatsoever. Any
24 damage to fire hydrants shall be paid for by the person or organization responsible
25 for the damage.

26 (e) **Change in location or removal of hydrant.** The Agency will, if it
27 approves the request for a change in location or removal of a hydrant, change such

1 location provided the cost of all labor, material, equipment and all other charges are
2 paid by the person or entity requesting such change.

3 (1) **Fire Protection.** In fixing the standards for fire protection
4 insofar as water supply is concerned, GWA will be guided by the standards of
5 the National Board of Fire Underwriters.

6 (f) **Color Codes.** All fire hydrants shall be painted in accordance with
7 Guam P.L. 19-49, Section 21206.2.

8 **Section 18.** § 2117, Article 1, Chapter 2, Title 28, of the Guam Administrative
9 Rules and Regulations, is hereby *amended* to read:

10 **§ 2117. Refrigeration and Air Conditioning Equipment**

11 (a) New installation or replacement installation of refrigeration or air
12 conditioning equipment requiring the use of water from the public water system shall
13 be made only after a permit authorizing such installation has been issued by GWA.
14 Before a permit is issued the owner shall inform GWA in writing of the make, type,
15 horsepower and tonnage of installation, the minimum and maximum water
16 requirements, the name and address of the applicant, the location of the premises
17 where the unit is to be installed and such additional information regarding the
18 proposed installation as may be required by GWA.

19 (b) Any water-using unit of refrigeration or air conditioning equipment of
20 small size shall be equipped with an automatic water-regulating device and/or water-
21 conserving device which will limit the total flow of water to six gallons per minute
22 momentary actual load or 2 gallons per minute per ton of refrigeration, whichever is
23 the less, and which will automatically stop the flow of water when the unit stops.

24 (c) Any large size water-using unit of refrigeration or air conditioning
25 equipment shall be equipped with a water conserving device which will (a) limit the
26 flow of water to not more than 0.2 gallon per minute per ton of refrigeration, actual
27 load, and (b) automatically stop the flow of water when the unit is shut down.

1 (d) For the purpose of these regulations, a unit of less than 25 tons rated
2 capacity shall be considered a small unit.

3 (e) Where several units serve the same premises, their combined capacity
4 shall be considered to be the capacity of the unit.

5 (f) All installations of water-using refrigeration and air conditioning
6 equipment, regardless of capacity, which are to be served by the public water system
7 must conform with all other applicable Rules and Regulations.

8 (g) Where refrigeration or air conditioning equipment not requiring the use
9 of water in the process is available for a new or replacement installation, GWA may
10 require the use of such equipment, in the interest of water conservation, as a
11 condition for issuing a permit.

12 **Section 18.** § 2118, Article 1, Chapter 2, Title 28, of the Guam Administrative
13 Rules and Regulations, is hereby *amended* to read:

14 **§ 2118. Main Extensions**

15 (a) **General requirements.** Upon request by a potential applicant for a
16 main extension, GWA shall prepare, with an estimated cost of preparation, a
17 preliminary sketch and rough estimate of the cost of installation to be paid by said
18 applicant: subject to the availability of resources and approval of the General
19 Manager. Such estimated cost shall be based ~~upon~~ on the cost of ~~a~~ the appropriately
20 sized main, not in excess of six (6) inches in diameter, except where a larger main is
21 required by the special needs of the applicant. If GWA does not construct the main
22 extension, the applicant shall be responsible for the permitting, construction, and
23 testing of the main extension. In order for GWA to accept ownership of a privately-
24 constructed main extension, it must be constructed in a public right of way or
25 easement; meet all applicable permitting requirements; and meet GWA construction,
26 materials, inspection, testing and warranty requirements.

1 (1) Any applicant for a main extension requesting GWA to prepare
2 detailed plans, specifications, and cost estimate shall be required to deposit
3 with the utility an amount equal to the estimated cost of preparation. GWA
4 shall, upon request, make available within thirty (30) days after receipt of the
5 deposit referred to above, such plans, specifications, and cost estimates of the
6 proposed main extension. Where the applicant accepts GWA construction of
7 the extension, the deposit shall be credited to the cost of construction;
8 otherwise, the deposit shall be nonrefundable. If the extension is to include
9 oversizing of facilities to be done at GWA's expense, appropriate details shall
10 be set forth in the plans, specifications, and cost estimates.

11 (2) Where GWA requires an applicant to advance funds for a main
12 extension, GWA shall furnish the applicant with a copy of GWA's Schedule
13 of Tariffs and Rates ~~and Charges~~ prior to the applicant's acceptance of GWA's
14 extension agreement.

15 (3) All main extension agreements requiring payment by the
16 applicant shall be in writing and signed by each party before GWA
17 commences construction.

18 (4) Each applicant may seek outside bids for main extensions
19 providing that the size, design, type, trenching specifications, and quality of
20 material shall be specified by GWA.

21 (5) Bids which are lower than GWA's estimated cost of extension
22 and meet the specifications of GWA must be accepted by GWA or GWA must
23 adjust its estimate to conform with the bid and construct the extension in
24 accordance with the specifications supplied for the bidders. Bids received by
25 the applicant that are lower than GWA's estimated cost must be from a
26 qualified and licensed contractor in good standing with the Guam Contractors

1 Licensing Board ~~company(ies) or person(s) that is not debarred~~. Additionally,
2 the cost must be from suppliers' regularly priced item.

3 (6) In the event GWA's actual cost of construction is less than the
4 amount advanced by the customer, GWA shall make a refund to the applicant
5 within thirty (30) days after the completion of the construction. Likewise, if
6 GWA's actual cost of construction is more than the amount advanced by the
7 customer, GWA shall collect the deficiency within thirty (30) days after the
8 completion of the construction.

9 (b) **Minimum written requirements.** Each main extension agreement
10 shall, at a minimum, include the following formation:

- 11 (i) Name, address(s) and contact number of applicant(s).
12 (ii) Proposed service address.
13 (iii) Description of requested service.
14 (iv) Description and map of the requested line extension.
15 (v) Itemized cost estimate to include details of materials, labor, and
16 other costs as necessary.
17 (vi) Payment terms.
18 (vii) A clear and concise explanation of any refunding provisions, if
19 appropriate.
20 (viii) GWA's estimated start date and completion date for construction
21 of the main extension.

22 (1) Each applicant shall be provided with a copy of the written
23 main extension agreement.

24 (c) Single residential customer ~~service lateral~~ main extensions. Each
25 applicant for a single residential customer service lateral extension shall be required
26 to pay GWA the cost of the first 100 feet of the service lateral extension as a non-
27 refundable contribution in aid of construction. The applicant shall pay to GWA the

1 cost of the service lateral extension in excess of 100 feet as an advance in aid of
2 construction subject to the refund provisions of Section 2103 of this rule. Any person
3 who is seeking a contribution in aid of this construction subject to the refund
4 provisions of Section 2103 of this rule. Any person or party who is seeking a
5 contribution in aid of construction shall submit to GWA a "Bill of Costs" in a form
6 acceptable to GWA which indicates the exact cost of construction, the materials used
7 and proof that the construction is properly permitted. The Bill of Costs shall be
8 certified by the person who constructed the service extension or the person who
9 caused the construction to take place. Failure to submit a complete and accurate Bill
10 of Costs will result in the right of contribution being denied.

11 (1) During a **fifteen** (15) year period following completion of a
12 single residential customer service lateral extension, any additional customer
13 requesting a service connection to said extension shall pay to the GWA an
14 amount equal to the cost of 100 feet of the original service lateral extension.
15 GWA shall refund such additional customer's payment to the original
16 applicant for the single residential customer service lateral extension. GWA
17 shall refund such additional customer's payment to the original applicant for
18 the single residential customer service lateral extension. When such payments
19 by additional customers equal the original advance in aid of construction, no
20 additional sums shall be collected for subsequent connections to the extension.

21 (2) If after ~~fifteen~~ **fifteen** (15) years from GWA's receipt of the
22 advance, the advance has not been totally refunded, the advance shall be
23 considered a contribution in aid of construction, and shall no longer be
24 refundable.

25 (d) **Multi-customer extensions.** The applicant(s) for a multi-customer
26 service lateral extension shall be required to pay as a contribution in aid of
27 construction to GWA the cost of the service lateral extension to be installed. The

1 costs of the extension shall include necessary service stubs or service pipes, fittings,
2 gates and housing therefor, meters and meter boxes. To this shall be added the cost
3 of fire hydrants when requested by public authority, whenever such hydrants are to
4 become the property of GWA.

5 (e) **Ownership of facilities.** Any facilities installed hereunder shall be the
6 sole property of GWA and shall thereafter be operated and maintained by GWA as
7 part of its water storage, water distribution system, and sewer system. In those
8 instances in which title to plant items such as fire hydrants will be held by a political
9 subdivision such facilities shall not be included as part of the main extension under
10 the rule, and the cost of such facilities shall not be recorded in the books of GWA.

11 (f) Subdividers shall submit to the Department of Land Management a
12 preliminary planning/development map showing the proposed water and/or sewer
13 system layout. After the Department of Land Management submits the preliminary
14 planning/development phase subdivision map to GWA for review, within thirty (30)
15 days, GWA will inform the Department in writing of its approval, requirements for
16 its approval, or its disapproval of a such subdivision map giving reasons for its
17 disapproval.

18 (1) Subdividers will be required to provide for meter boxes in the
19 proposed water system layout.

20 (g) Increase in size of water and sewer main extensions for service to other
21 areas. Whenever the Agency finds it is necessary that the water mains proposed to
22 deliver water to a subdivision or the sewer mains proposed to collect sewer from a
23 subdivision should be of a greater capacity, in order to supply water, fire protection,
24 or sewer and sanitary protection to property not in the subdivision, it shall require
25 the subdivider to install mains of such greater capacity.

26 (1) Reimbursement to subdivider for additional costs of water main
27 within subdivision. When the subdivider is required to install a larger size

1 main for the reasons set forth in the preceding paragraph, GWA will reimburse
2 the subdivider, as soon as practicable after acceptance by GWA of the
3 completed work, the additional cost of the installation over and above the cost
4 of a 6 inch main in residential areas or of any portion of the cost of an 8 inch
5 main in other areas provided further that reimbursement will be made to the
6 subdivider where such larger main or mains will serve only areas under the
7 same ownership as the subdivision under consideration.

8 (2) After the installation has been completed and accepted by GWA,
9 the subdivider shall furnish GWA with an affidavit itemizing the costs
10 incurred by him in the installation of the said larger mains. The said additional
11 costs shall be determined by GWA.

12 (h) **Delays in Construction.** If any period exceeding one year or such
13 extension as may be granted passes without substantial progress in the construction
14 of the water facilities, after approval of plans by GWA, the plan thereof shall be
15 resubmitted to GWA for review and for making such changes as it deems proper
16 because of changed conditions or revision of standards.

17 (i) **Disinfection of Water System.** No water system, in whole or in part,
18 including main extensions to the system, shall be placed in service without first being
19 disinfected by certified personnel of GWA. The cost of such disinfection shall be
20 borne by the subdivider or ~~consumer~~customer requiring the new system.
21 Sterilization will be done in accordance with the Standards of GWA.

22 **Section 19.** § 2119, Article 1, Chapter 2, Title 28, of the Guam Administrative
23 Rules and Regulations, is hereby *amended* to read:

24 **§ 2119. Water Resource Conservation and Water Pollution.**

25 All decisions regarding water resources conservation and water pollution, to
26 be made in conjunction with the operations of GWA's Water Division, shall be based
27 on the applicable portions of (Title X, Chapter XI, Water Pollution Control Act), 10

1 GCA, Chapter 47, and (Title XXII, Chapter V, Water Resources Conservation Act),
2 10 GCA, Chapter 46, as amended by P.L. 17-87 and the Guam Water Resource
3 Development and Operating Regulations.

4 **Section 20.** § 2120, Article 1, Chapter 2, Title 28, of the Guam Administrative
5 Rules and Regulations, is hereby *amended* to read:

6 **§ 2120. Regulations Regarding the Use of Public Sewers.**

7 (a) No persons shall discharge or cause to be discharged the following
8 described substances, materials, waters, or wastes. No User shall introduce or cause
9 to be introduced into the POTW, any Pollutant or Wastewater which causes Pass
10 Through or Interference. These general prohibitions apply to all Users of the POTW
11 whether or not they are subject to any other National, GWA, or Requirements. ~~if it~~
12 ~~appears likely in the opinion of the Sanitary Engineer that such w~~ Wastes that can
13 harm or interfere with either the ~~s~~ Sewers, sewage-wastewater treatment process, or
14 equipment, would increase the operating costs substantially, would Pass Through or
15 have an adverse effect on the receiving stream, or can otherwise endanger life, limb,
16 public property, or constitute a nuisance are prohibited from discharging into the
17 POTW. ~~In forming his opinion as to the acceptability of these wastes, the Sanitary~~
18 ~~Engineer will give consideration to such factors as the quantities of subject wastes~~
19 ~~in relation to flow and velocities in the sewers, materials of construction of the~~
20 ~~sewers, nature of the sewage treatment process, capacity of the sewage treatment~~
21 ~~plant, degree of treatability of wastes in the sewage treatment plant, and other~~
22 ~~pertinent factors.~~

23 (1) ~~The substance prohibited are:~~

24 (i) ~~Any storm water, surface water, ground or salt water, roof~~
25 ~~runoff, subsurface drainage, swimming pool discharge.~~

1 ~~(ii) Any gasoline, benzene, naphtha, fuel oil, or other~~
2 ~~flammable or explosive liquid, solid, or gas, or heavy grease, inorganic~~
3 ~~materials, and other debris not normally contained in domestic sewage.~~

4 ~~(iii) Any waters or waste containing toxic or poisonous solids,~~
5 ~~liquids, or gases in sufficient quantity, either singly or by interaction~~
6 ~~with other wastes, to injure or interfere with any sewage treatment~~
7 ~~process, constitute a hazard to humans or animals, create a public~~
8 ~~nuisance or create any hazard in the receiving waters of the sewage~~
9 ~~treatment plant. This includes, but is not limited to, phenols, cyanides,~~
10 ~~iron, chromium, copper, zinc, and similar objectionable or toxic~~
11 ~~substances.~~

12 ~~(iv) Solid or viscous substances in quantities or of such size~~
13 ~~capable of causing obstruction to the flow in sewers, or other~~
14 ~~interference with the proper operations of the sewage works such as,~~
15 ~~but not limited to, ashes, cinders, sand, mud, straw, shavings, metal,~~
16 ~~glass, rags, feathers, tar, plastics, wood, improperly ground and~~
17 ~~unground garbage, whole blood, paunch manure, hair and fleshings,~~
18 ~~entrails and paper dishes, cups, milk containers, etc., either whole or~~
19 ~~ground by garbage grinders. (v) Any noxious or malodorous gas, such~~
20 ~~as phenol, which singly, or in combination with other substances, might~~
21 ~~create a nuisance or hazard to life or interfere with the operation of the~~
22 ~~sanitary sewer in such concentrations exceeding the limits which may~~
23 ~~be established by the Sanitary Engineer as necessary, after treatment of~~
24 ~~the composite sewage, to meet the requirements of the Guam Water~~
25 ~~Pollution Control Commission for such discharge to the receiving~~
26 ~~waters.~~

1 ~~(vi) Any radioactive wastes or isotopes of such half life or~~
2 ~~concentrations as may exceed limits established by the Sanitary~~
3 ~~Engineer in compliance with applicable Territorial regulations.~~

4 ~~(vii) Any liquid or vapor having temperature higher than one~~
5 ~~hundred forty (140) degrees Fahrenheit.~~

6 ~~(viii) Any liquid or waste containing more than 100 parts per~~
7 ~~million by weight, of fat, oil or grease or containing any fat, oil, grease~~
8 ~~or other substances that will become solidified or visibly viscous at~~
9 ~~temperatures between 50 degrees and 140 degrees Fahrenheit.~~

10 ~~(ix) Any liquid or waste containing emulsified fat, oil or grease~~
11 ~~exceeding 50 parts per million of ether soluble matter.~~

12 ~~(x) Any waters or wastes having a pH lower than 5.5 or having~~
13 ~~any other corrosive properties capable of causing damage or hazards to~~
14 ~~structures, equipment, and personnel in sewage works.~~

15 ~~(xi) Any wastes or waters having a pH in excess of 7.8.~~

16 ~~(xii) Materials or equipment which exert or cause:~~

17 ~~(1) Excessive discoloration~~

18 ~~(2) Unusual volume of flow or concentration of wastes~~
19 ~~constituting "slugs."~~

20 ~~(xiii) Waters and wastes containing substances which are not~~
21 ~~amenable to treatment or reduction by the sewage treatment processes~~
22 ~~employed, or are amenable to treatment only to such degree that the~~
23 ~~sewage treatment effluent cannot meet the requirements of the Guam~~
24 ~~Water Pollution Control Commission for discharge to the receiving~~
25 ~~waters.~~

26 (b) If any water or wastes are discharged, or are proposed to be discharged
27 to the ~~p~~-Public ~~s~~-Sewers, which waters contain the substances or possess the

1 characteristics enumerated in Section 2120(a1) ~~2401~~, and which, in the judgment of
2 GWA ~~the Sanitary Engineer~~, may have a deleterious effect upon the POTW-sewage
3 works, processes, equipment, costs, or on receiving waters, or which otherwise
4 create a hazard to life or constitute a public nuisance, ~~the Sanitary Engineer~~ GWA
5 may:

- 6 (i) Reject the wastes,
- 7 (ii) Require p-Pretreatment to an acceptable condition for discharge
8 to the p-Public s-Sewers; in accordance with Section 2120.1;
- 9 (iii) Require control over the quantities and rates of discharge, and/or;
- 10 (iv) Require payment to cover the added cost of handling and treating
11 the wastes not covered by existing taxes or s-Sewer charges.

12 If the ~~Sanitary~~ Engineer permits the pretreatment or equalization of waste
13 flows, the design and installation of the plants and equipment shall be subject to the
14 review and approval of the Sanitary Engineer, and subject to the requirements of all
15 applicable codes, ordinances, and laws. If wastes are discharged to the public sewers
16 by pumping, the maximum capacity of the pumping station shall be not greater than
17 five (5) times the average twenty-four (24) hour flow during normal operation.

18 (c) Grease, oil, and sand interceptors (commonly known as grease traps)
19 shall be provided when, in the opinion of the Sanitary Engineer, they are necessary
20 for the proper handling of liquid wastes containing grease in excessive amounts, or
21 any flammable wastes, sand, or other harmful ingredients; except that such
22 interceptors shall not be required for private living quarters or dwelling units. All
23 interceptors shall be of a type and capacity approved by the ~~Sanitary~~ Engineer, and
24 shall be located as to be readily and easily accessible for cleaning and inspection.
25 Pollutants, substances, or Wastewater prohibited by this Section shall not be
26 processed or stored in such a manner that they could be discharged to GWA's Public
27 Sewer System.

1 (d) ~~Where preliminary treatment of flow equalizing facilities are provided~~
2 ~~for any waters or wastes, they shall be maintained continuously unsatisfactory and~~
3 ~~effective operation by the owner at his expense.~~ Notwithstanding the specific
4 numerical limitations for prohibited substances in this section, GWA may require
5 more restrictive limits. In forming his/her opinion as to the acceptability of these
6 wastes, the General Manager will give consideration to such factors as the quantities
7 of subject wastes in relation to flow and velocities in the sewers, materials of
8 construction of the sewers, nature of the wastewater treatment process, capacity of
9 the Wastewater/Sewage Treatment Plant, degree of treatability of wastes in the
10 Wastewater/Sewage Treatment Plant, proximity of the discharge to the
11 Wastewater/Sewage Treatment Plant, and other pertinent factors.

12 (e) When required by the GWA/Government ~~Sanitary~~ Engineer, the owner
13 of any property serviced by a building sewer carrying industrial wastes shall install
14 a suitable control manhole together with such necessary meters and other
15 appurtenances in the building sewer to facilitate observation, sampling, and
16 measurement of the wastes. Such manhole, when required, shall be accessibly and
17 safely located, and shall be constructed in accordance with plans approved by the
18 Sanitary Engineer. The manhole shall be installed by the owner at his expense, and
19 shall be maintained by him so as to be safe and accessible at all times.

20 (f) All measurements, tests, and analyses of the characteristics of waters
21 and wastes to which reference is made in these regulations shall be determined in
22 accordance with the latest edition of "Standard Methods for the Examination of
23 Water and Wastewater", and shall be determined at the control manhole. Sampling
24 shall be carried out by customarily accepted methods to reflect the effect of
25 constituents upon the sewage works and to determine the existence of hazards to life,
26 limb and property. (The particular analyses involved will determine whether a
27 twenty-four (24) hour composite of all outfalls of a premise is appropriate or whether

1 a grab sample or sample should be taken. Normally, but not always, BOD and
2 suspended solids analyses are obtained from 24-hr. composites of all outfalls
3 whereas pH's are determined from periodic grab samples).

4 (g) No statement contained in this article shall be construed as preventing
5 any special agreement or arrangement between the Territory and any industrial
6 concern whereby any industrial waste of unusual strength or character may be
7 accepted by the Territory for treatment, subject to payment therefore, by the
8 industrial concern-

9 **Section 21.** A new § 2120.1, Article 1, Chapter 2, Title 28, of the Guam
10 Administrative Rules and Regulations, is hereby *added* to read:

11 **§ 2120.1 FOG Program**

12 **(a) Purpose**

13 (1) This Section sets forth uniform requirements for Users of GWA-
14 owned Public Sewers and POTW to meet the FOG control requirements set
15 forth in the Clean Water Act, the National Pretreatment Program (40 CFR Part
16 403), the NPDES Permit program, and GWA's FOG Program Manual, as well
17 as to ensure that GWA-owned Public Sewers and POTW are not disrupted by
18 excessive FOG discharges. The most current GWA's FOG Program Manual,
19 available on GWA's website.

20 (2) This Section outlines the Wastewater Pretreatment requirements
21 for FSE operating from a residence, FSEs, FOG Haulers, and any other
22 facilities that have the potential to discharge FOG in their Wastewater flow.

23 **(b) Applicability.** This regulation applies to all FSEs and FOG Haulers,
24 including, but not limited to: (1) restaurants, coffee shops, public or private school
25 cafeterias, lunchrooms, luncheonettes, lunch-counters, in-plant or employee eating
26 establishments, bars, cafes, taverns, sandwich stands, drink stands, temporary food
27 service establishment (if connected to a Public Sewer), mobile food service

1 establishment, food preparation kitchens, any cafeteria or similar facility and any
2 other eating establishment with food preparation such as organizations, clubs,
3 boarding houses, guesthouses, or concession within any public market which gives
4 or sells food or beverages to the public, guests, patrons or employees, as well as
5 kitchens in which food is prepared on the premises for serving elsewhere including
6 cafeteria functions, home manufacturers and caterers, and home food industries, and
7 food packaging, meat processing, and meat packing facilities; and (2) FOG Haulers.

8 (c) **Resident Requirements Home Food Industry.** Residential users who
9 prepare and/or serve food in a food truck, home manufacturing or catering business,
10 or similar business shall be subject to the same requirements as FSEs (pursuant to
11 Section 2120.1(d)).

12 (d) **FSE Requirements.**

13 (1) All FSEs are required to install, operate, and maintain GRDs that
14 meet the requirements specified in GWA's FOG Program Manual. Prior to
15 installation, FSEs shall apply for a FOG permit in accordance with the
16 requirements set forth in the FOG Program Manual.

17 (2) Permitting

18 (i) New FSEs, remodeled FSEs, and FSEs with a change in
19 ownership or type of FSE must apply for a permit before installation
20 of their GRD. If an existing FSE has a GRD but does not have a permit,
21 the FSE Owner must apply for a permit.

22 (ii) Obtaining an FSE GRD permit does not relieve a
23 permittee of its obligation to comply with all federal Pretreatment
24 Standards or Pretreatment Requirements or any other requirements of
25 Federal or Guam law.

1 (iii) All FSEs shall properly complete the permit application
2 in order to apply for a GRD permit. The permit application shall
3 include the following information:

4 (A) Purpose for Application;

5 (B) Permit fee;

6 (C) FSE information;

7 (D) GRD information and design calculations; and

8 (E) Certificate of completion of FOG training for FSE
9 owners/managers.

10 (iv) An FSE shall submit a complete application for GRD
11 permit renewal in accordance with Section 2120.1(d)(2)(iii) ninety
12 (90) days prior to expiration date to allow for processing time.

13 (v) The plans and specifications of a GRD shall be submitted
14 prior to new or existing businesses installing a GRD. This application
15 is subject to review and approval by GWA, and subject to the
16 requirements of the FOG Program Manual and all other applicable
17 codes, rules, regulations, and laws. GWA has the authority to verify
18 proper installation of GRDs and to regularly inspect GRD O&M
19 procedures.

20 (vi) Modifications to existing permits may be made by GWA
21 when deemed necessary. These modifications may result from various
22 factors including, but not limited to, the following:

23 (A) FSEs are remodeled;

24 (B) FSEs move locations;

25 (C) FSEs upgrade GRD equipment;

26 (D) FSEs increase seating capacity by 20% or greater;

1 (E) FSEs change food service production processes
2 that increase potential FOG discharge by 20% or more; or

3 (F) FSEs have a GWA water bill under a name
4 different from the FSE, such as that of their owner.

5 (3) Training. FSE owners and employees must be trained regarding
6 BMPs and proper sizing and O&M of GRDs. Required training includes:

7 (i) Initial training of FSE owners and managers by a GWA
8 Utility Compliance Inspector prior to permit approval;

9 (ii) Initial training of FSE employees by FSE owners and
10 managers; and

11 (iii) Training of FSE employees by FSE owners and
12 managers whenever new employees are hired, or, at a minimum, once
13 per year.

14 (iv) FSEs shall be required to keep a record of proof of
15 training for all current employees. GWA has the authority to request
16 copies of training documents during FOG inspections.

17 (4) Inspections. GWA shall perform inspections of all FSEs that are
18 in the FSE database or are new Customers. GWA's inspections are not limited
19 to FSEs with current permits, in order to identify FSEs that may be operating
20 without a valid permit.

21 (i) Frequency. All FSEs shall be inspected at least once per
22 year by a GWA Utility Compliance Inspector. Inspections may be
23 more frequent for FSEs that are noncompliant or are located in areas
24 with known operational issues due to FOG. GWA has the authority to
25 conduct inspections at random and unannounced in order to observe
26 daily business operations.

27 (ii) Right-of-entry, inspection and sampling.

1 (A) GWA has authority to inspect, sample, observe, and
2 measure pursuant to Section 2101(d)(2).

3 (B) GWA has authority to access Discharge source data
4 pursuant to Section 2101(d)(1).

5 (C) GWA has right of entry to User property pursuant
6 to Section 2101(d).

7 (iii) Records. The following records shall be kept on site at
8 each FSE for the previous three (3) years.

9 (A) Tracking logs of employee FOG training;

10 (B) Tracking logs of GRD maintenance training;

11 (C) GRD inspection forms;

12 (D) Checklist for monitoring FOG Haulers; and

13 (E) FOG Hauler manifests.

14 (5) BMPs. All FSEs shall follow Best Management
15 Practices (BMP) as contained in GWA's FOG Program Manual
16 and listed below.

17 1. Do not pour any oil or grease down any
18 drains (sink drains or floor drains).

19 2. Post "No Oil or Grease" signs above sinks
20 and dishwashers (such as the "Don't Clog with FOG"
21 signs).

22 3. Wipe or scrape grease and oil from all plates,
23 cooking utensils, pots and pans, and other kitchen
24 implements into a trash receptacle before washing or
25 placing in dishwasher.

1 (1) Permitting. All FOG Haulers shall obtain a permit from GWA in
2 order to discharge hauled FOG effluent at an approved GWA disposal
3 location.

4 (i) Permit applications shall include the following:

5 (A) Name of business

6 (B) Contact information including email address,
7 current cell phone number

8 (C) Means of collection and transporting FOG,
9 including vehicle model, registration number, and capacity; and

10 (D) Means of disposing FOG, including disposal
11 location, disposal method, and type of waste. If not using GWA
12 developed standard operating procedure (SOP) for FOG
13 disposal, the FOG Hauler shall submit another SOP for approval.

14 (ii) FOG Hauler permits shall include the following:

15 (A) Permit conditions for FOG collection; and

16 (B) Conditions for inspections of FOG Hauler trucks
17 and the Discharge and treatment process.

18 (iii) This permit shall only be valid when all other federal and
19 Guam permits required of the FOG Hauler permittee for transporting
20 Wastewaters are valid and current.

21 (iv) Permittees shall meet all Discharge Standards for general
22 and specific prohibitions listed in Section 2120(e).

23 (v) Permittee's vehicle insurance shall be kept current.
24 Expired vehicle insurance coverage shall result in the suspension of
25 disposal privileges.

1 (vi) Permittees shall submit a complete application for renewal
2 in accordance with Section 2120.1(e)(1)(i) ninety (90) days prior to
3 expiration date.

4 (vii) The original permit shall be kept in the owner's office at
5 all times.

6 (viii) Each registered hauling vehicle shall carry a copy of the
7 permit at all times.

8 (ix) GWA may request to see the permit at any time.

9 (x) In the case of multiple pump-outs included as one vehicle
10 load, any part of the load that is prohibited or restricted shall constitute
11 an entire load that is unacceptable for Discharge.

12 (xi) GWA reserves the unconditional right to refuse
13 acceptance of any load or stop an unloading operation in progress at
14 any time.

15 (xii) The use of a registered FOG Hauler vehicle for the
16 transportation or storage of hazardous materials or substances, liquid
17 petroleum fuels, petroleum derivative wastes, or corrosives is
18 specifically prohibited.

19 (xiii) Permit holders shall immediately report in writing to
20 GWA any changes in business name, ownership, changes to ownership
21 of building FSE is located, address/telephone number, and registered
22 vehicles. Changes to vehicles include, but are not limited to:

23 (A) Modification of previously registered vehicles;

24 (B) Addition of vehicles; and

25 (C) Deletion of vehicles.

26 (xiv) GWA may revoke a FOG Hauler permit for good cause,
27 including, but not limited to, the following reasons:

1 (A) Failure to comply with any provisions of the permit
2 or provisions of Section 2021.2(e)(1);

3 (B) Failure to maintain the required manifest as
4 provided for in Section 2120.1(e)(2); and

5 (C) Failure to comply with the inspection provisions of
6 Section 2120.1(e)(3).

7 (2) FOG Hauler Manifest and Log. FOG Haulers are required to
8 complete the FOG Hauler manifest and complete an entry in a written log
9 during each collection event. A copy of each manifest should be maintained
10 by the FOG Hauler facility for a period of three (3) years. There shall be three
11 copies of this form - one for the FSE, one for the FOG Hauler, and one for the
12 POTW, which shall be submitted to GWA within two (2) weeks after each
13 collection event. This manifest and the log may be requested and shall be
14 available for viewing by GWA at any time.

15 (3) Inspections. GWA shall perform inspections of the FOG
16 Hauler's waste treatment processes and effluent. Permitted FOG Haulers
17 shall allow a GWA representative to immediately obtain a sample of the
18 hailed load from any vehicle prior to discharging into GWA's POTW. The
19 Permittee shall comply with all information requests concerning the load,
20 including pickup points, volumes, and Wastewater characteristics. In the case
21 of multiple pump-outs included as one vehicle load, any part of the load that
22 is prohibited or restricted shall constitute an entire load that can be deemed
23 unacceptable for discharged. GWA reserves the right to refuse acceptance of
24 any load or to stop an unloading operation in progress.

25 (4) Disposal Fees. The disposal fee will be based on a rate as set
26 forth in GWA's Schedule of Tariffs and Rates. Late payments shall be subject

1 to additional charges as set out in the Schedule of Tariffs and Rates and
2 described in the FOG Hauler's permit.

3 **(f) GRD Requirements.**

4 (1) All costs and related expenses associated with the installation
5 and connection of the GRD shall be borne by the FSE. The FSE shall
6 indemnify GWA and its Agents for any loss or damage that may directly or
7 indirectly occur due to the installation of the GRD.

8 (2) Every structure at the subject facility shall be constructed,
9 operated, and maintained in a manner to ensure that the discharge of food
10 preparation Wastewater is directed solely into the GRD. No valve or bypass
11 pipng that could prevent the discharge of food preparation Wastewater from
12 entering appropriate Pretreatment equipment shall be present.

13 (3) Each FSE shall notify GWA when the newly installed GRD is
14 ready for inspection and connection to the Public Sewer.

15 (4) GRDs must be installed by a licensed plumber. The installation
16 of a GRD shall comply with the requirements of the FOG Program Manual
17 and the following building and plumbing codes:

18 (i) Guam's building code, as set forth in Title 21 GCA Real
19 Property, Chapter 67, the Building Code; and

20 (ii) International Plumbing Code (latest edition)
21 requirements, including Standards from the Plumbing and Drainage
22 Institute's Standard PDI-G 101 Testing and Rating Procedure for
23 Hydro Mechanical Grease Interceptors.

24 (5) All existing FSEs that require a new GRD, as determined by
25 GWA, shall be required to install the GRD within ninety (90) days of notice
26 from GWA.

1 (6) GRDs shall only be connected to those fixtures or drains that
2 can allow FOG to be discharged into the Public Sewer. This shall include:

3 (A) Pot sinks;

4 (B) Pre-rinse sinks, or dishwashers without pre-rinse
5 sinks;

6 (C) Any sink into which FOG may be introduced;

7 (D) Soup kettles or similar devices;

8 (E) Work stations;

9 (F) Floor drains or sinks into which kettles may be
10 drained;

11 (G) Automatic hood wash units;

12 (H) Dishwashers without pre-rinse sinks;

13 (I) Garbage disposal;

14 (J) Certain cooking equipment, such as braising pans,
15 tilt skillet, and wok ranges; and

16 (K) Any other fixtures or drains that can allow FOG to
17 be discharged into the Public Sewer.

18 (7) No pipe carrying any Wastewater other than from those
19 listed in subparagraph (6) above shall be connected to the Grease
20 Removal Device. The following shall not be discharged into the Grease
21 Removal Device:

22 (A) Sanitary Wastewater (i.e., from restrooms, shower
23 facilities, etc.);

24 (B) Waste that does not contain FOG and that
25 otherwise does not require Pretreatment;

26 (C) Wastewater, from dishwashing machines or other
27 sources, with a temperature exceeding 140 degrees Fahrenheit;

1 (D) Any substance that may cause excessive foaming
2 in the POTW;

3 (E) Emulsifiers or FOG enzymes; and

4 (F) Food grinder waste.

5 (8) Grease Interceptor Requirements. Grease Interceptors shall be
6 installed in accordance with the FOG Program Manual requirements and
7 those specified below.

8 (i) The Grease Interceptors shall be installed on a separate
9 Building Sewer servicing kitchen flows and shall only be connected
10 to those fixtures or drains listed in subparagraph (f)(6)
11 above that can allow FOG to be discharged into the Public Sewer.

12 (ii) Grease Interceptor sizing shall be based on the Manning
13 Formula. The Grease Interceptor sizing worksheet in the FOG
14 Program Manual shall be used to size the Grease Interceptor.

15 (iii) Grease Interceptors must include a sampling point or box
16 for the effluent that is accessible. GWA may conduct sampling or
17 direct sampling to be performed during inspections to ensure that the
18 GRD is functioning properly and sufficiently removing grease.

19 (iv) The location of all Grease Interceptors shall be shown on
20 the approved building plan or site plan for a tenant improvement
21 application and shall be approved in writing by GWA.

22 (v) Grease Interceptors shall have a minimum of two
23 compartments and shall be capable of separation and retention of
24 grease storage and settled solids.

25 (vi) The Grease Interceptor shall be accessible for convenient
26 inspection and maintenance. No structures shall be placed directly
27 upon or over the Grease Interceptor.

1 (vii) Separate clean-outs shall be provided on the inlet and
2 outlet piping.

3 (9) Grease Trap Requirements. Grease Traps shall be installed in
4 accordance with the FOG Program Manual requirements and those specified
5 below.

6 (i) Grease Traps shall conform to the Standards in the current
7 edition of the FOG Program Manual, and shall only be connected to
8 those fixtures or drains listed in Section 2120.1 (f)(6) above
9 that can allow FOG to be discharged into the Public Sewer.

10 (ii) The rate of flow shall not exceed the manufacturer's rated
11 capacity in gallons per minute for the unit.

12 (iii) Grease Traps shall be sized based on Guam's building
13 code in Title 21 GCA Real Property, Chapter 67 the Building Code.
14 The Grease Trap Sizing Worksheet in the FOG Program Manual shall
15 be used when sizing a Grease Trap.

16 (iv) Grease Traps must include a sampling point for the
17 effluent. GWA may conduct sampling or direct sampling to be
18 performed during inspections to ensure that the Grease Trap is
19 functioning properly and sufficiently removing grease.

20 (v) All Grease Traps must have a flow controller at the inlet.

21 (vi) Twelve (12) inches of overhead space is required above
22 the top of the Grease Trap to allow for inspection.

23 (vii) No more than four kitchen fixtures shall be connected to
24 one Grease Trap.

25 **(g) GRD Operation & Maintenance.**

26 (1) The GRD shall be maintained continuously in satisfactory and
27 effective operation, and periodically tested, at the FSE's expense.

1 (2) FSEs shall be required to keep and/or provide equipment
2 maintenance and service logs or receipts, and to retain such logs onsite for
3 three (3) years.

4 (3) The GRD shall be inspected by trained FSE employees
5 and the FOG Hauler when pumped to ensure that all fittings and fixtures
6 inside the device are in good condition and functioning properly.

7 (i) Trained FSE employees shall perform GRD inspections
8 and coring.

9 (ii) A grease trap or grease interceptor inspection form shall
10 be filled out each time a GRD is inspected. A separate inspection form
11 shall be filled out for each GRD, and this form must be retained on
12 site for a period of at least three (3) years.

13 (4) The required cleaning frequency depends on the amount of
14 FOG that is generated and the BMPs that are implemented. The FSE should
15 initially measure the solids depth in the grease trap regularly until reaching
16 the 25 Percent Rule, as per the FOG Program Manual:

17 (i) Devices shall be emptied when the volume of grease and
18 settled solids is 25% of the total capacity. This 25% refers to floating
19 grease and settled solids, and does not include Wastewater.

20 (5) Grease Traps and Grease Interceptors shall be cleaned by a
21 permitted FOG Hauler.

22 **(h) Facility Closure.**

23 (1) An FSE with a GRD shall notify GWA forty-five (45) days in
24 advance of whenever the FSE closes for business and is subsequently:

25 (i) Razed or demolished;

26 (ii) Remodeled such that the GRD will not be used; or

1 (iii) Replaced with a type of business that will not utilize the
2 GRD.

3 (i) Enforcement.

4 (1) General. Any FSE or FOG Hauler observed to be in violation of
5 any provision in this regulation may be issued a compliance order, and will be
6 subject to the enforcement actions set forth in GWA’s FOG Program Manual,
7 the most recent available on GWA’s website.

8 (2) Notifications and Enforcement Actions. Failure to comply
9 with an issued compliance order may result in fines or discontinued service,
10 in accordance with the enforcement actions set forth in GWA’s FOG Program
11 Manual, the most recent available on GWA’s website.

12 (3) Injunctive Relief. When GWA finds that an FSE or FOG Hauler
13 has violated, or continues to violate, any provision of these regulations, GWA
14 may petition the Superior Court of Guam through GWA General Counsel or
15 the Attorney General of Guam, for the issuance of a temporary or permanent
16 injunction, as appropriate, which restrains or compels the specific
17 performance of the requirement imposed by these regulations on activities of
18 the FSE or FOG Hauler. GWA may also seek such other action as is
19 appropriate for legal and/or equitable relief, including a requirement for the
20 FSE or FOG Hauler to conduct environmental remediation. A petition for
21 injunctive relief shall not be a bar against, or a prerequisite for, taking any
22 other action against a FSE or FOG Hauler.

23 (4) Civil Penalties.

24 (i) An FSE or FOG Hauler who has violated, or continues to
25 violate, any FOG program requirement shall be liable to GWA for civil

1 penalties as provided in the most current version of the FOG Program
2 Manual.

3 (ii) GWA may recover reasonable attorneys' fees, court costs,
4 and other expenses associated with enforcement activities, including
5 sampling and monitoring expenses, and the cost of any actual damages
6 incurred by GWA.

7 (iii) In determining the amount of a civil penalty, the Court
8 shall take into account all relevant circumstances, including, but not
9 limited to, the extent of harm caused by the violation, the magnitude
10 and duration of the violation, any economic benefit gained through the
11 User's or Permittee's violation, corrective actions by the FSE or FOG
12 Hauler, the compliance history of the FSE or FOG Hauler, and any
13 other factor as justice requires.

14 **Section 22.** § 2121, Article 1, Chapter 2, Title 28, of the Guam Administrative
15 Rules and Regulations, is hereby *amended* to read:

16 **§ 2121. Administrative and Hearing Requirements**

17 (a) **Bill Disputes.** In the event a ~~consumer~~-Customer questions the
18 accuracy of a bill rendered to him by GWA, the question shall be brought to the
19 attention of ~~the Agency~~-GWA for an oral explanation. After the oral explanation, if
20 the ~~consumer~~-Customer still believes that the billing is in error, and after depositing,
21 in ~~e~~-Escrow with GWA, an amount equal to the amount of the disputed bill or an
22 amount equal to the average of the three (3) months' prior billing prior to the time
23 the dispute arose, whichever is less, the ~~consumer~~-Customer may request a written
24 statement from GWA as stated in 12 GCA, Sections 13103 and 13104. That written
25 statement is subject to appeal before the ~~Chief Officer~~-General Manager of GWA
26 who will review the case and render a decision in accordance with the ~~General~~
27 ~~Manager's~~-GWA's findings.

1 (1) If an adjustment is due a ~~consumer~~Customer, GWA shall render
2 an adjustment of account including a credit for or return of any deposit or part
3 of deposit and interest at the rate of six percent (6%) per annum. However,
4 should the dispute be resolved in favor of ~~the Agency-GWA~~, the ~~consumer~~
5 Customer's account shall be charged an amount equal to the amount of interest
6 payable at the rate of six percent (6%) per annum on the disputed amount
7 during the time that the dispute was outstanding and the deposit shall be paid
8 over to ~~the Agency-GWA~~. Disconnection or termination of services shall not
9 be undertaken by GWA with respect to the disputed amount until the
10 expiration of thirty (30) days from the date the written statement ~~shall be~~is
11 mailed or delivered to the ~~consumer~~Customer.

12 **(b) Notification of Violation.** When GWA finds that a User or Permittee
13 has violated, or continues to violate, any provision of these rules and regulations, an
14 individual wastewater discharge permit, or a general permit, or order issued
15 hereunder, or FOG Standard or Requirement, GWA may serve upon that User or
16 Permittee a written Notice of Violation. Within three (3) days of the receipt of such
17 notice, an explanation of the violation and a plan for the satisfactory correction and
18 prevention thereof, to include specific required actions, shall be submitted by the
19 User or Permittee to GWA. Submission of such a plan in no way relieves the User
20 or Permittee of liability for any violations occurring before or after receipt of the
21 Notice of Violation. Nothing in this Section shall limit the authority of GWA to take
22 any action, including emergency actions or any other enforcement action, without
23 first issuing a Notice of Violation. Any User or Permittee may appeal the final
24 decision of GWA General Manager regarding violations and penalty or fee to the
25 Superior Court of Guam.

26 **(c) Consent Orders.** GWA may enter into Consent Orders, assurances of
27 compliance, or other similar documents establishing an agreement with any User or

1 Permittee responsible for noncompliance. Such documents shall include specific
2 action to be taken by the User or Permittee to correct the noncompliance within a
3 time period specified by the document. Such documents shall have the same force
4 and effect as the administrative orders issued pursuant to Section 2121(e) and (f) and
5 shall be judicially enforceable.

6 (d) **Show Cause Hearing.** GWA may order a User or Permittee which has
7 violated, or continues to violate, any provision of these rules and regulations, an
8 individual wastewater discharge permit, or a general permit or order issued
9 hereunder, or any other Pretreatment or FOG Standard or Requirement, to appear
10 before GWA and show cause why the proposed enforcement action should not be
11 taken. Notice shall be served on the User or Permittee specifying the time and place
12 for the meeting, the proposed enforcement action, the reasons for such action, and a
13 request that the User or Permittee show cause why the proposed enforcement action
14 should not be taken. The notice of the meeting shall be served personally or by
15 registered or certified mail (return receipt requested) at least five (5) days prior to
16 the hearing. Such notice may be served on any Authorized Representative of the
17 User or Permittee, as defined in Section 2102(a)(5), and required by Section 2121(b).
18 A show cause hearing shall not be a bar against, or prerequisite for, taking any other
19 action against the User or Permittee.

20 (e) **Compliance Orders.** When GWA finds that a User or Permittee has
21 violated, or continues to violate, any provision of these rules and regulations, an
22 individual wastewater discharge permit, or a general permit or order issued
23 hereunder, or any other Pretreatment or FOG Standard or Requirement, GWA may
24 issue an order to the User or Permittee responsible for the Discharge directing that
25 the User or Permittee come into compliance within a specified time. If the User or
26 Permittee does not come into compliance within the time provided, Sewer service
27 may be discontinued unless adequate treatment facilities, devices, or other related

1 appurtenances are installed and properly operated. Compliance orders also may
2 contain other requirements to address the noncompliance, including additional self-
3 monitoring and management practices designed to minimize the amount of
4 Pollutants discharged to the Sewer. A compliance order may not extend the deadline
5 for compliance established for a FOG Standard or Requirement, nor does a
6 compliance order relieve the User or Permittee of liability for any violation,
7 including any continuing violation. Issuance of a compliance order shall not be a bar
8 against, or a prerequisite for, taking any other action against the User or Permittee.

9 (f) **Cease and Desist Orders.** When GWA finds that a User or Permittee
10 has violated, or continues to violate, any provision of these rules and regulations, an
11 individual wastewater discharge permit, or a general permit or order issued
12 hereunder, or any FOG Standard or Requirement, or that the User's or Permittee's
13 past violations are likely to recur, GWA may issue an order to the User or Permittee
14 directing it to cease and desist all such violations and directing the User or Permittee
15 to:

16 (1) Immediately comply with all requirements; and

17 (2) Take such appropriate remedial or preventive action as may be
18 needed to properly address a continuing or threatened violation, including
19 halting operations and/or terminating the Discharge. Issuance of a cease and
20 desist order shall not be a bar against, or a prerequisite for, taking any other
21 action against the User or Permittee.

22 (g) **Administrative Fines.**

23 (1) When GWA finds that a User or Permittee has violated, or
24 continues to violate, any provision of these rules and regulations, an individual
25 wastewater discharge permit, or a general permit or order issued hereunder,
26 or FOG Standard or Requirement, GWA may fine such User or Permittee in
27 an amount delineated in the FOG Program Manual. Such fines shall be

1 assessed on a per-violation, per-day basis. In the case of monthly or other
2 long-term average discharge limits, fines shall be assessed for each day during
3 the period of violation.

4 (2) Unpaid charges, fines, and penalties shall, after thirty (30)
5 calendar days, be assessed an additional Penalty of eighteen percent (18%) of
6 the unpaid balance, and interest shall accrue thereafter at a rate of one and a
7 half percent (1.5%) per month. A lien against the User's or Permittee's
8 property shall be sought for unpaid charges, fines, and penalties.

9 (3) Users or Permittees desiring to dispute such fines must file a
10 written request for GWA to reconsider the fine along with full payment of the
11 fine amount within fourteen (14) days of being notified of the fine. Where a
12 request has merit, GWA may convene a hearing on the matter. In the event
13 the User's or Permittee's appeal is successful, the payment, together with any
14 interest accruing thereto, shall be returned to the User or Permittee. GWA may
15 add the costs of preparing administrative enforcement actions, such as notices
16 and orders, to the fine.

17 (4) Issuance of an administrative fine shall not be a bar against, or a
18 prerequisite for, taking any other action against the User or Permittee.

19 (5) GWA may issue administrative fines for the following
20 infractions:

21 (a) Meter tampering and meter repair;

22 (b) Fire Hydrant tampering and repair;

23 (c) Valve tampering and repair;

24 (d) Damage to water mains, sewers, pump stations, force
25 mains and/or appurtenances;

26 (e) Unauthorized use of water;

27 (f) Illegal dumping into manholes;

1 (g) Illegal Connection; and

2 (h) Illegal Discharge.

3 (h) Emergency Suspensions. GWA may immediately suspend a User's
4 or Permittee's Discharge into the Public Sewer, after informal notice to the User or
5 Permittee, whenever such suspension is necessary to stop an actual or threatened
6 Discharge, which reasonably appears to present, or cause an imminent or substantial
7 endangerment to the health or welfare of persons. GWA may also immediately
8 suspend a User's or Permittee's Discharge into the Public Sewer, after notice and
9 opportunity to respond, that threatens to interfere with the operation of GWA's
10 POTW, or which presents, or may present, an endangerment to the environment.

11 (1) Any User or Permittee notified of a suspension of its Discharge
12 shall immediately stop or eliminate its Discharge into the Public Sewer. In the
13 event of a User's or Permittee's failure to immediately comply voluntarily
14 with the suspension order, GWA may take such steps as deemed necessary,
15 including immediate severance of the Sewer connection, to prevent or
16 minimize damage to GWA's POTW, its receiving waters, or endangerment to
17 any individuals. GWA may allow the User or Permittee to recommence its
18 Discharge when the User or Permittee has demonstrated to the satisfaction of
19 GWA that the period of endangerment has passed, unless the termination
20 proceedings in Section 2121(i) are initiated against the User or Permittee.

21 (2) A User or Permittee that is responsible, in whole or in part, for
22 any Discharge presenting imminent endangerment shall submit a detailed
23 written statement, describing the causes of the harmful contribution and the
24 measures taken to prevent any future occurrence, to GWA prior to the date of
25 any show cause or termination hearing under Section 2121(d) and (i).

26 Nothing in this Section shall be interpreted as requiring a hearing prior
27 to any emergency suspension under this Section.

1 (i) **Termination of Discharge.** In addition to the provisions in Section
2 2120.1(j), any User or Permittee who violates the following conditions is subject to
3 Discharge termination:

4 (1) Violation of individual wastewater discharge permit or general
5 permit conditions;

6 (2) Failure to accurately report the Wastewater constituents and
7 characteristics of its Discharge;

8 (3) Failure to report significant changes in operations or Wastewater
9 volume, constituents, and characteristics prior to Discharge;

10 (4) Refusal of reasonable access to the User's or Permittee's
11 Premises for the purpose of inspection, monitoring, or sampling; or

12 (5) Violation of the FOG Requirements in Section 2120.1(d).

13 Such User or Permittee shall be notified of the proposed termination of
14 its Discharge and be offered an opportunity to show cause under Section 2121
15 (d) why the proposed action should not be taken. Exercise of this option by
16 GWA shall not be a bar to, or a prerequisite for, taking any other action against
17 the User or Permittee.

18 (j) **Injunctive Relief.** When GWA finds that a User or Permittee has
19 violated, or continues to violate, any provision of these rules and regulations, an
20 individual wastewater discharge permit, or a general permit or order issued
21 hereunder, or any other Pretreatment or FOG Standard or Requirement, GWA may
22 petition the Superior Court of Guam through GWA's legal counsel for the issuance
23 of a temporary or permanent injunction, as appropriate, which restrains or compels
24 the specific performance of the individual wastewater discharge permit, the general
25 permit, order, or other requirement imposed by these rules and regulations on
26 activities of the User or Permittee. The GWA may also seek such other action as is
27 appropriate for legal and/or equitable relief, including a requirement for the User or

1 Permittee to conduct environmental remediation. A petition for injunctive relief shall
2 not be a bar against, or a prerequisite for, taking any other action against a User or
3 Permittee.

4 (k) **Civil Penalties.**

5 (1) A User or Permittee who has violated, or continues to violate,
6 any provision of these rules and regulations, an individual wastewater
7 discharge permit, or a general permit or order issued hereunder, or any other
8 Pretreatment or FOG Standard or Requirement shall be liable to GWA for a
9 maximum civil penalty of \$7,500 per violation, per day, per parameter. In the
10 case of a monthly or other long-term average discharge limit, penalties shall
11 accrue for each day during the period of the violation.

12 (2) GWA may recover reasonable attorneys' fees, court costs, and
13 other expenses associated with enforcement activities, including sampling and
14 monitoring expenses, and the cost of any actual damages incurred by GWA.

15 (3) In determining the amount of civil liability, the Court shall take
16 into account all relevant circumstances, including, but not limited to, the
17 extent of harm caused by the violation, the magnitude and duration of the
18 violation, any economic benefit gained through the User's or Permittee's
19 violation, corrective actions by the User or Permittee, the compliance history
20 of the User or Permittee, and any other factor as justice requires.

21 (4) Filing a suit for civil penalties shall not be a bar against, or a
22 prerequisite for, taking any other action against a User or Permittee.

23 (l) **Criminal Prosecution and Penalties.**

24 (1) A User or Permittee who knowingly, as set forth in 9 G.C.A.
25 Chapter 43, violates any provision of these rules and regulations, an individual
26 wastewater discharge permit, or a general permit or order issued hereunder,
27 or any FOG Standard or Requirement shall, upon conviction, be guilty of a

1 misdemeanor, punishable by a fine of not more than \$7,500 per violation per
2 day, per parameter or imprisonment for not more than one (1) year, or both.

3 (2) A User or Permittee who knowingly, as set forth in 9 G.C.A.
4 Chapter 43, introduces any substance into GWA's POTW which causes
5 personal injury or property damage shall, upon conviction, be guilty of a
6 misdemeanor and be subject to a Penalty of no more than \$1,000, per
7 discharge, or imprisonment for a term not to exceed one (1) year, or both. This
8 Penalty shall be in addition to any other cause of action for personal injury or
9 property damage available under Guam law. Any person charged under this
10 subsection may also be charged with the Crimes Against the Community
11 statute as set forth in 9 G.C.A. § 43.31.

12 (3) A User or Permittee who knowingly, as set forth in 9 G.C.A.
13 Chapter 43, makes any false statements, representations, or certifications in
14 any application, record, report, plan, or other documentation filed, or required
15 to be maintained, pursuant to these rules and regulations, individual
16 wastewater discharge permit, or general permit or order issued hereunder, or
17 who falsifies, tampers with, or knowingly renders inaccurate any monitoring
18 device or method required under these rules and regulations shall, upon
19 conviction, be guilty of a felony of the third degree, as set forth in 9 G.C.A.
20 Chapter 43, be punished by a fine of not more than \$5,000 per violation, per
21 day, or imprisonment for not more than five (5) years, or both.

22 (m) Remedies Nonexclusive. The remedies provided for in these rules and
23 regulations are not exclusive. GWA may take any, all, or any combination of these
24 actions against a noncompliant User or Permittee. Enforcement of Pretreatment and
25 FOG violations will generally be in accordance with GWA's Pretreatment Program
26 Manual and GWA's FOG Program Manual. However, GWA may take other action
27 against any User or Permittee when the circumstances warrant. Further, GWA is

1 empowered to take more than one enforcement action against any noncompliant
2 User or Permittee.

3 (n) Supplemental Enforcement Action

4 (1) Penalties for Late Reports. A penalty of fifty dollars (\$50)
5 shall be assessed against any User or Permittee for each day that a report
6 required by these rules and regulations, a permit or order issued hereunder is
7 late, beginning five (5) days after the date the report is due. Penalties of one
8 hundred dollars (\$100) per day shall also be assessed against any User or
9 Permittee where reports are more than thirty (30) days late. Actions taken by
10 GWA to collect late reporting penalties shall not limit GWA's authority to
11 initiate other enforcement actions that may include penalties for late reporting
12 violations.

13 (2) Performance Bonds. GWA may decline to issue or reissue an
14 individual wastewater discharge permit or a general permit to any User or
15 Permittee who has failed to comply with any provision of these rules and
16 regulations, a previous individual wastewater discharge permit, or a previous
17 general permit or order issued hereunder, or any other Pretreatment or FOG
18 Standard or Requirement, unless such User or Permittee first files a
19 satisfactory bond, payable to GWA in a sum not to exceed a value determined
20 by GWA to be necessary to achieve consistent compliance.

21 (3) Liability Insurance. GWA may decline to issue or reissue an
22 individual wastewater discharge or a general permit to any User or Permittee
23 who has failed to comply with any provision of these rules and regulations, a
24 previous individual wastewater discharge permit, or a previous general permit
25 or order issued hereunder, or any other Pretreatment or FOG Standard or
26 Requirement, unless the User or Permittee first submits proof that it has
27 obtained financial assurances sufficient to restore or repair damage to GWA's

1 POTW caused by its Discharge.

2 (4) **Payment of Outstanding Fees and Penalties.** GWA may
3 decline to issue or reissue an individual wastewater discharge permit or a
4 general permit to any User or Permittee who has failed to pay any outstanding
5 fees, fines or penalties incurred as a result of any provision of these rules and
6 regulations, a previous individual wastewater discharge permit, or a previous
7 general permit or order issued hereunder.

8 (5) **Water Supply Severance.** Whenever a User or Permittee has
9 violated or continues to violate any provision of these rules and regulations,
10 an individual wastewater discharge permit, a general permit, or order issued
11 hereunder, or any other Pretreatment or FOG Standard or Requirement, water
12 service to the User or Permittee may be severed. Service will recommence, at
13 the User's or Permittee's expense, only after the User or Permittee has
14 satisfactorily demonstrated its ability to comply.

15 (6) **Public Nuisances.** A violation of any provision of these rules
16 and regulations, an individual wastewater discharge permit, a general permit,
17 or order issued hereunder, or any other Pretreatment or FOG Standard or
18 Requirement is hereby declared a public nuisance and shall be corrected or
19 abated as directed by GWA. Any person(s) creating a public nuisance shall
20 also be subject to the provisions of 20 GCA, Chapter 11 governing such
21 nuisances, including reimbursing GWA for any costs incurred in removing,
22 abating, or remedying the nuisance.

23 (7) **Contractor Listing.** Users or Permittees which have not
24 achieved compliance with applicable 28 GAR Pretreatment or FOG Standards
25 and Requirements are not eligible to receive a contractual award for the sale
26 of goods or services to GWA. Existing contracts for the sale of goods or
27 services to GWA held by a User or Permittee found to be in Significant

1 Noncompliance with FOG Standards or Requirements may be terminated at
2 the discretion of GWA.

3 (o) Affirmative Defenses to Discharge Violations

4 (1) Prohibited Discharge Standards. A User or Permittee shall
5 have an affirmative defense to an enforcement action brought against it for
6 noncompliance with the general prohibitions in Section 2120(a) or the specific
7 prohibitions in Section 2120(e)(i-xxiv), if it can prove that it did not know, or
8 have reason to know, that its Discharge, alone or in conjunction with
9 Discharges from other sources, would cause Pass Through or Interference and
10 that either:

11 (a) A Local Limit exists for each Pollutant discharged and the
12 User or Permittee was in compliance with each limit directly prior to,
13 and during, the Pass Through or Interference; or

14 (b) No Local Limit exists, but the Discharge did not change
15 substantially in nature or constituents from the User's or Permittee's
16 prior Discharge when GWA was regularly in compliance with its
17 NPDES permit, and in the case of Interference, was in compliance with
18 applicable sludge use or disposal requirements.

19 (2) Bypass.

20 (a) For the purposes of this Section,

21 (i) "Bypass" means the intentional diversion of waste
22 streams from any portion of a User's or Permittee's treatment
23 facility.

24 (ii) "Severe Property Damage" means substantial
25 physical damage to property, damage to the treatment facilities
26 which causes them to become inoperable, or substantial and
27 permanent loss of natural resources which can reasonably be

1 expected to occur in the absence of a Bypass. Severe Property
2 Damage does not mean economic loss caused by delays in
3 production.

4 (b) A User or Permittee may allow any Bypass to occur which
5 does not cause Requirements to be violated, but only if it also is for
6 essential maintenance to assure efficient operation. These Bypasses are
7 not subject to the provisions of Section 2121(o)(3)(c) or Section
8 2121(o)(3)(d).

9 (c) Bypass Notifications

10 (i) If a User or Permittee knows in advance of the need
11 for a Bypass, it shall submit prior notice to GWA at least ten (10)
12 days before the date of the Bypass.

13 (ii) A User or Permittee shall submit oral notice to
14 GWA of an unanticipated Bypass that exceeds applicable
15 Pretreatment Standards within twenty-four (24) hours from the
16 time it becomes aware of the Bypass. A written submission shall
17 also be provided within five (5) days of the time the User or
18 Permittee becomes aware of the Bypass. The written submission
19 shall contain a description of the Bypass and its cause; the
20 duration of the Bypass, including exact dates and times, and, if
21 the Bypass has not been corrected, the anticipated time it is
22 expected to continue; and steps taken or planned to reduce,
23 eliminate, and prevent reoccurrence of the Bypass. GWA may
24 waive the written report on a case-by-case basis if the oral report
25 has been received within twenty-four (24) hours.

26 (d) Bypass

27 (i) A Bypass is prohibited, and GWA may take an

1 enforcement action against a User or Permittee for a Bypass,
2 unless.

3 (A) The Bypass was unavoidable to prevent loss
4 of life, personal injury, or Severe Property Damage;

5 (B) There were no feasible alternatives to the
6 Bypass, such as the use of auxiliary treatment facilities,
7 retention of untreated wastes, or maintenance during
8 normal periods of equipment downtime. This condition is
9 not satisfied if adequate back-up equipment should have
10 been installed in the exercise of reasonable engineering
11 judgment to prevent a Bypass which occurred during
12 normal periods of equipment downtime or preventive
13 maintenance; and

14 (C) The User or Permittee submitted notices as
15 required under Section 2121(o)(3)(c).

16 (ii) GWA may approve an anticipated Bypass, after
17 considering its adverse effects, if GWA determines that it will
18 meet the three conditions listed in Section 2121(o)(3)(d)(i).

19 **Section 23.** § 2123, Article 1, Chapter 2, Title 28, of the Guam Administrative
20 Rules and Regulations, is hereby *amended* to read:

21 **§ 2123. Effective Date**

22 The Rules and Regulations shall become effective upon their approval and
23 adoption in conformance with Title 13 GCA, ~~Paragraph 24202,~~ Section 102(b).