



GUAM WATERWORKS AUTHORITY

"Better Water, Better Lives"

Post Office Box 3010, Hagatna, Guam 96932

Phone: (671) 647-7800/3 Fax: (671) 649-0369

System Development Charge

Preparing and submitting the Application

- 1. All questions must be answered completely. Any questions that do not apply must be indicated by "n/a" (not applicable).
2. The application must be signed and dated by the applicant, and authorized GWA personnel.
3. A copy of the Government of Guam building permit application shall support and be part of the SDC application.
4. Documents required to submit to GWA for an Amortized System Development Charge are as follows:
a. Proof of property ownership - acceptable types includes Certificate of Title or a recorded Warranty Deed.
b. Photo identification - acceptable types include Guam Identification, Guam driver's license, Military Identification, and U.S. Passport.
5. Upon validation of the application, payment is rendered; and the building permit shall be issued.

Form with fields: Applicant Name, Mailing Address, City, State, Zip Code, Street Address of Subject Property, Home Telephone Number, Work Telephone Number, Cell Telephone Number, Are you legal owner of the subject real estate property?, Relationship to legal owner, Property will be: (Check all that is applicable), SDC Payment in Full?, Amortized SDC payment?

I promise that everything I have stated in this application is true and correct to the best of my knowledge under penalty of perjury and any willful misrepresentation on this application could result in criminal action. I understand and agree (1) with the charges and policies of the SDC/ASDC/AHSDC; (2) in the event that my payments for the purpose of this application is delinquent, the GWA may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (3) if payment is not paid or past due, my GWA water/wastewater services may be terminated; (4) if I elect to amortize the SDC payment, I shall execute (a) the Promissory Note for the amortized SDC amount and (b) the Notice of obligation to pay Amortized System Development Charge otherwise failure on my part to execute these documents, GWA shall terminate services for water/wastewater installation/connection; (5) the Amortized System Development Charge ("ASDC") is not transferable, pursuant to 12 GCA 12015(b), prior to the sale or transfer of the title to the property to any person other than an immediate family member or a person also eligible to receive the benefit of the ASDC, the entire remaining balance of the ASDC, including any accrued and unpaid interest, must be paid in full; (6) no water or wastewater account shall be transferred to a new owner or occupant of the residence until the balance of the ASDC has been paid in full; and (7) any knowingly misrepresentation that I make on this application shall require any outstanding balance owed be payable immediately.

Applicant (Print)

Applicant (Sign) ----- Date

Information and Instructions Form - System Development Charge

- 1. System Development Charges (SDC) are charges mandated by 12 GCA, Section 12015.5, enacted in 2003 by Public Law 26-164, as amended by Public Law 23-199 on January 8, 2009 and became effective March 1, 2010, and Public Law 35-075 and became effective May 27, 2014.
2. An Amortized System Development Charge ("ASDC") is not transferable, pursuant to 12 GCA 12015(b).
3. A building permit may be issued upon payment of the SDC's charges or a building permit may be issued if the initial charge as prescribed under the Amortized System Development Charge (ASDC) Schedule is paid.
4. The SDC fee does not include any cost directly related for water/sewer new installation.
5. All supporting documentations to the application must state or bear the name of the SDC applicant.
6. SDC fee may be amortized over 8 years at 7.5% per annum for eligible and qualified application.
7. In an ASDC application, the owner of property is required to encumber the subject benefit real estate property in favor of GWA.
8. No water or wastewater account shall be transferred to a new owner or occupant of the residence until the balance of the ASDC has been paid in full.
9. GWA may terminate water or wastewater services for non-payment of an amortized SDC in accordance with applicable procedures.
10. Amortized System Development Charge Schedule II (as amended):
a. Water: Initial charge --- \$500.00; Monthly charge for 96 months (8 years) - \$22.58
b. Wastewater: Initial charge --- \$500.00; Monthly charge for 96 months (8 years) - \$41.29

To be completed by Engineering Department - Inspection and Permit **OFFICIAL USE ONLY**

Description of Subject Real Estate Property (Lot Number, Block Number, Tract Number, Village, Subdivision etc...)

Proposed Use: Single Family dwelling Multi Family dwelling Other (specify)

Type of Sewage Disposal Public Sewer Private (septic, tank, etc) **Type of Water Supply** Public Supply Private (well, cistern)

Building Permit Application Number (DPW): _____ **Equivalent Residential Unit:** _____

Fee / Charges **OFFICIAL USE ONLY**

WATER	A	B	C = A x B	WASTEWATER	D	E	F = D x E	G = C + F	
Meter Size	Unit Rate	Quantity	Total Fee/Meter Size	Meter Size	Unit Rate	Quantity	Total Fee/Meter Size	Total	
<input type="checkbox"/> 5/8 x 3/4	\$2,126			<input type="checkbox"/> 5/8 x 3/4	\$3,474				
<input type="checkbox"/> 3/4	\$3,190			<input type="checkbox"/> 3/4	\$5,212				
<input type="checkbox"/> 1	\$5,316			<input type="checkbox"/> 1	\$8,686				
<input type="checkbox"/> 1 1/2	\$10,632			<input type="checkbox"/> 1 1/2	\$17,372				
<input type="checkbox"/> 2	\$17,011			<input type="checkbox"/> 2	\$27,795				
<input type="checkbox"/> 3	\$34,022			<input type="checkbox"/> 3	\$55,590				
<input type="checkbox"/> 4	\$53,160			<input type="checkbox"/> 4	\$86,860				
<input type="checkbox"/> 6	\$106,320			<input type="checkbox"/> 6	\$173,720				
<input type="checkbox"/> 8	\$170,112			<input type="checkbox"/> 8	\$277,952				
<input type="checkbox"/> 10	\$244,536			<input type="checkbox"/> 10	\$399,556				
				Total Fees / Due (sum totals in G)					

Amortized System Development Charge **OFFICIAL USE ONLY**

		H	I	J = H-I
		Total Charge / Due	Initial Charge / Current Due	Amortized Charge / Balance Due
Water				
Wastewater				
Total Initial Charge / Due (sum totals in I)				

Affordable Housing System Development Charge (\$210,000.00 or Less) **OFFICIAL USE ONLY**

	Cost	Water	Percentage	Total Charge / Due
Home		Water	1.01%	
Land		Sewer	1.65%	
Total				

Comments

The information contained above herein is true and correct to the best of my knowledge. Copy of the Department of Public Works building permit application attached.

APPROVED

Inspection & Permit (Print/Sign) _____
Date

**AMORTIZED SYSTEM DEVELOPMENT CHARGE
PROMISSORY NOTE**

March 12, 2020

For value received _____, ("Borrower") promises to pay to the order of the GUAM WATERWORKS AUTHORITY of the Territory of Guam ("GWA"), the principal sum of _____ Dollars (\$ _____) together with interest, as hereinafter set forth.

Borrower shall repay the Note in consecutive payments of principal and interest as follows:

Borrower shall pay principal and interest in _____ payments in equal installments of _____ Dollars (\$ _____), monthly commencing on _____ and on the th day of each calendar month thereafter through and including with a final installment in the amount of the remaining outstanding principal balance and all accrued interest thereon being due on _____. Interest payable hereunder shall be calculated from the date hereof on the balance of said principal from time to time outstanding at a per annum rate equal to _____ (%). Both principal and interest are payable to Guam Waterworks Authority.

This Note is issued as contemplated pursuant to the Amortized System Development Charge (the "ASDC") of the Guam Waterworks Authority. The applicable ASDC may be added to the monthly GWA bill for the dwelling. GWA may terminate water or wastewater service for non-payment of an amortized SDC in accordance with applicable procedures. The ASDC is not transferable, nor assignable. Pursuant to 12 GCA 12116.5(b), prior to the sale or transfer of the title to the Property to any person other than an immediate family member or a person also eligible to receive the benefit of the ASDC, the entire remaining balance of the ASDC, including any accrued and unpaid interest, must be paid in full.

Borrower may prepay the outstanding principal amount under this Note in whole or in part from time to time without penalty. Any such prepayment made shall be applied first to accrued but unpaid fees and late charges; then to accrued but unpaid interest; and then to outstanding principal of the Loan being prepaid.

Upon the occurrence of any Default hereunder, the principal hereof and all accrued interest thereon, at the option of GWA, shall become and be immediately due and payable. As used herein, the term "Default" shall mean: (i) the failure of Borrower to pay when due any payment of principal or interest

as provided hereunder, or (ii) any representation of warranty made hereunder having been untrue when made, or (iii) the failure of Borrower to comply with any covenant or agreement made hereunder.

If any amounts owing under this Note shall not be paid as herein provided and this Note shall be placed in the hands of an attorney for collection, Borrower hereby promises to pay the reasonable fees and expenses of such attorney in addition to the full amount due hereon, whether or not litigation should be commenced.

Demand for payment, protest, notice of dishonor, and all other notices and demands under this Note and any and all lack of diligence in the enforcement of this Note are hereby waived by all who are or shall become parties to this Note and the same hereby assent to each and every extension or postponement of the time of payment, at or after demand, or other indulgence, and hereby waive any and all notice thereof.

No amendment, modification or waiver of any provision of this Note, nor consent to any departure by Borrower here from, shall be effective unless the same shall be in writing signed by an authorized official of GWA, and then only in the specific instance and for the purpose for which given. No failure on the part of GWA to exercise, and no delay in exercising, any right under this Note shall operate as a waiver thereof, nor shall any single or partial exercise by GWA of any right under this Note preclude any other or further exercise thereof, or the exercise of any other right. Each and every right granted to GWA under this Note or allowed to it at law or in equity shall be deemed cumulative and such remedies may be exercised from time to time concurrently or consecutively at GWA's option.

All notices and other communications required or permitted under this Note shall be in writing and either mailed (certified or registered), or sent by regular United States mail postal:

If to Borrower:

If to GWA:

P.O. Box 3010
Hagatna, Guam 96932

or, as to each party, at such other address as shall be designated by such party in a written notice given to the other party as provided herein. All such notices and communications shall be deemed given at the time when actually received at the address of the party to whom directed as specified in this Section.

This Note is governed by and shall be interpreted in accordance with the laws of Guam.

IN WITNESS WHEREOF, this Promissory Note has been executed on the day and year set forth below.

"Borrower"

Taling M. Taitano, CPA, CGFM, CGMA
Chief Financial Officer

Date

Date

**NOTICE OF OBLIGATION TO PAY
AMORTIZED SYSTEM DEVELOPMENT CHARGE**

Notice is hereby given that _____ (Owner) was/were eligible for the Amortized System Development Charge (“ASDC”) provided for under 12 GCA 12015(b), as amended by Guam P.L. 29-133, or pursuant to Section 20 of the Guam Waterworks Authority SDC Implementation Guidelines, in connection with the construction of a single-family residence on

The ASDC is not transferable. Pursuant to 12 GCA 12015(b), and Section 20 of the Guam Waterworks Authority SDC Implementation Guidelines, prior to the sale or transfer of the title to the Property to any person other than an immediate family member or a person also eligible to receive the benefit of the ASDC, the entire remaining balance of the ASDC, including any accrued and unpaid interest, must be paid in full.

Date: _____

GUAM WATERWORKS AUTHORITY

By: _____
Name: Mercedes F. Poliarco, Gen. Accounting Supervisor
Its Duly Authorized Representative

ACKNOWLEDGED AND AGREED TO:

Print and sign (Owner)

ACKNOWLEDGEMENTS

GUAM, U.S.A.)
)
CITY OF _____)

On this _____ day of _____, 2020, before me, a notary public in and for Guam, personally appeared _____ of **GUAM WATERWORKS AUTHORITY**, a Government of Guam agency, whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same on behalf of said corporation, in such capacity, being fully authorized to do so, and for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

(Notary Signature)

GUAM, U.S.A.)
)
CITY OF _____)

On this _____ day of _____, 2020, before me, a notary public in and for Guam, personally appeared _____ known or identified to me to be the person (s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

(Notary Signature)