

I Mina'trentai Sais Na Lheslaturan Guåhan
BILL STATUS

BILL NO.	SPONSOR	TITLE	DATE INTRODUCED	DATE REFERRED	CMTE REFERRED	PUBLIC HEARING DATE	DATE COMMITTEE REPORT FILED	FISCAL NOTES	NOTES
277-36 (COR)	Therese M. Terlaje	AN ACT TO ADD A NEW ARTICLE 2 TO CHAPTER 75A OF TITLE 21, GUAM CODE ANNOTATED, RELATIVE TO AUTHORIZING THE CHAMORRO LAND TRUST COMMISSION (CLTC) TO ENTER INTO COMMERCIAL SUBMERGED LANDS LICENSE AGREEMENTS AND TO BE KNOWN AS THE GUAM UNDERSEA ACCESS FOR HOMES ACT (GUAHA).	3/15/22 2:44 p.m.						

I MINA'TRENTAI SAIS NA LIHESLATURAN GUÅHAN
2022 (SECOND) Regular Session

Bill No. 277-36 (COR)

Introduced by:

Therese M. Terlaje *TMT*

AN ACT TO ADD A NEW ARTICLE 2 TO CHAPTER 75A OF TITLE 21, GUAM CODE ANNOTATED, RELATIVE TO AUTHORIZING THE CHAMORRO LAND TRUST COMMISSION (CLTC) TO ENTER INTO COMMERCIAL SUBMERGED LANDS LICENSE AGREEMENTS AND TO BE KNOWN AS THE GUAM UNDERSEA ACCESS FOR HOMES ACT (GUAHA).

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. This Act shall be known and may be cited as the “Guam Undersea Access for Homes Act” or “GUAHA”

Section 2. A new Article 2 is hereby added to Chapter 75A of Title 21, Guam Code Annotated, to read as follows:

“ARTICLE 2

Guam Undersea Access for Homes Act (GUAHA)

§ 75A201. Title.

§ 75A202. Legislative Intent of GUAHA.

§ 75A203. Authorization to Enter into Commercial Submerged Land License

Agreements with Telecommunication Providers.

§ 75A204. Compensation for Submerged Lands License Agreements.

- 1 § 75A205. License Agreement Requirements.
- 2 § 75A206. Default and Termination.
- 3 § 75A207. Deposit of Revenues and Fees.
- 4 § 75A208. Authorization to Adopt New Fees After 2031.
- 5 § 75A209. Guam Coastal Management to Recommend Optimal Submerged Cable
- 6 Landings sites.
- 7 § 75A210. Other Submerged Licenses Allowed.

8 § 75A201. Title. This article shall be known and may be cited as the “Guam
9 Undersea Access for Homes Act” or “GUAHA”

10 § 75A202. Legislative Intent. *I Liheslaturan Guåhan* finds that it is in the
11 best interest of Territory of Guam to support and facilitate the construction of fiber
12 optic submarine cables between Guam and the rest of the world to support future
13 and current telecommunication requirements for its residents and businesses. There
14 are several fiber optic cables systems landing in Guam providing connectivity to
15 Guam. Several companies and consortiums have expressed an interest to construct
16 additional fiber optic cable systems or to extend current leases, which will benefit
17 Guam residents and businesses by creating more connectivity and a more robust
18 infrastructure to support modern commerce.

19 *I Liheslaturan Guåhan* further finds while the government of Guam
20 recognizes the importance of telecommunications cables and enhanced connection
21 capability to the future growth of Guam’s economy, the government does not have
22 a uniform policy to govern the leasing of submerged lands for the purposes of
23 submarine cables, nor a plan for taking advantage of the placement of these cables
24 to diversify industry and economic investment fairly.

25 The Organic Act § 1705(a) regarding Tidelands, etc. Conveyed to Guam states
26 that “subject to valid existing rights, all right, title, and interest of the United States
27 in lands permanently or periodically covered by tidal waters up to but not above the

1 line of mean high tide and seaward to a line three geographical miles distant from
2 the coastlines of the territories of Guam... are hereby conveyed to the governments
3 of Guam... as the case may be, to be administered in trust for the benefit of the
4 people thereof.”

5 In addition, an informational memo from the Attorney General of Guam to
6 the Director of the Department of Land Management dated November 21,1996,
7 reaffirmed that submerged land owned by the government of Guam or transferred
8 by the United States to the government of Guam pursuant to the Territorial
9 Submerged Lands Act, 48 USC 1700 et seq. are now under the jurisdiction of the
10 Chamorro Land Trust Commission (CLTC) unless they were specifically reserved
11 pursuant to Sections 2(b) or 2(c) of PL 22-18.

12 I *Liheslaturan Guåhan* further finds there is a need to update previous cable
13 license agreements entered into by the government of Guam to bring all
14 telecommunications agreements more in line with the global market.

15 Therefore, it is the intent of *I Liheslaturan Guåhan* to authorize CLTC to
16 negotiate and enter into commercial submerged land license agreements for the
17 purpose of bringing additional telecommunications infrastructure for a period
18 exceeding the twenty-one (21) year limit authorized in §75A122(a)(2)(A) of Chapter
19 75A, Guam Code Annotated, subject to approvals and permits as required by U.S.
20 federal and local laws including permitting application review and approval from
21 the U.S. Army Corps of Engineers for work in U.S. waters, the Guam Coastal
22 Management Program Consistency Certification in accordance with the Coastal
23 Zone Management Act of 1972, and the Guam Territorial Seashore Protection
24 Commission pursuant to the Guam Territorial Seashore Protection Act of 1974 for
25 work within the seashore reserve, Guam Environmental Protection Agency, and the
26 National Oceanic and Atmospheric Administration National Marine Fisheries
27 Service.

1 **§ 75A203. Authorization to Enter into Commercial Submerged Land**
2 **License Agreements with Telecommunication Providers.**

3 (a) Notwithstanding any provision of law, or rule or regulation, I
4 Liheslaturan Guåhan authorizes Chamorro Land Trust Commission (CLTC) to enter
5 into commercial submerged land license agreements for submerged land under its
6 jurisdiction for the purpose of construction, installation, operation, maintenance, and
7 use of fiber optic cable telecommunications systems subject to the provisions of this
8 Act.

9 (b) The submerged lands to be licensed (“Licensed Properties”) shall
10 extend from the line of mean high tide and seaward to a line three (3) geographical
11 miles distant from the coastline and may include an approximate ten (10+/-) feet
12 wide corridor starting from the mean high tide watermark to the exit offshore for
13 underground conduit infrastructure that would consist of such number of submerged
14 cable ducts and landing pipes as necessary to operate its cable landing station;
15 provided that the Licensee shall not locate more than six (6) submarine cables and
16 landing pipes within the Licensed Property. The landing pipes may be installed
17 using the Horizontal Directional Drilling construction method, if required permits
18 and approvals allow.

19 (c) Licensee shall provide to CLTC and Department of Land Management
20 the Global Positioning System [GPS] Survey Depiction of the final permitted
21 underground conduit infrastructure.

22 (d) Term. The license agreement may be for a term of up to twenty-five
23 (25) years; Licensee may be afforded up to two (2) five-year options to renew such
24 license agreement at its election upon written notification to CLTC at least One
25 Hundred Eighty (180) days prior to the end of the twenty-fourth (24th) year of the
26 original term and One Hundred Eighty (180) days prior to the end of the first (1st)
27 five-year option period. The license agreement shall be subject to termination by

1 Licensee in the event that Licensee is unable to procure the necessary permits and
2 approvals for the construction and operation of the submarine and terrestrial
3 facilities to support the proposed submarine cable landing activity of Licensee within
4 three (3) years of the start of the term of the initial License Agreement.

5 (e) Such license agreement, subject to the terms stated herein, shall be
6 binding and enforceable in all respects on the CLTC upon execution.

7 (f) Non-Exclusivity and Non-Interference. Licensee acknowledges that the
8 Cable Easement is non-exclusive. However, CLTC may not unreasonably interfere
9 with the continued operation and maintenance of the Licensee's landing pipes and
10 manholes and will notify Licensee of any proposed crossing or parallel installation
11 at least sixty (60) calendar days ("Notice Period") prior to any proposed installation
12 unless installation is required due to an emergency. Licensee shall notify CLTC
13 within the Notice Period if they object to CLTC's intention to place conduit, utility
14 lines or any other structure or line within the subject easement and shall support with
15 plans and specifications to the satisfaction of CLTC the basis for any contention that
16 there is an unreasonable interference with Licensee's conduit. CLTC shall at its sole
17 discretion determine whether there is an unreasonable interference with Licensee's
18 landing pipes. CLTC shall be authorized to install any parallel or crossing
19 installation if it reasonably determines there is no interference with Licensee's
20 landing pipes.

21 **§ 75A204. Compensation for Submerged Lands License Agreements. In**
22 **exchange for those rights granted under the Submerged Land License Agreement for**
23 **up to six (6) cables, Licensee shall pay CLTC landing fees and annual license fees**
24 **according to the following schedule:**

25 (a) For the first cable system: A landing fee of One Hundred Thousand
26 Dollars (\$100,000) shall be paid within thirty (30) days of approval of the Bureau of
27 Statistics & Plans Guam Coastal Management Program's Federal Consistency permit

1 when the construction, installation, or repair/upgrade of conduit infrastructure or
2 cables is required. In addition, an initial annual license payment in accordance with
3 § 75A204 (h) shall be paid within thirty (30) days of the System Operational Date
4 (as defined in § 75A204 (g) of this Act) of the first cable system, (the "First System
5 Operational Date"), and thereafter an annual license payment adjusted in accordance
6 with § 75A204 (i) shall be paid beginning on the first anniversary of the First System
7 Operational Date and continuing annually for the Term of the License Agreement.
8 If no construction, installation, or repair/upgrade of conduit infrastructure or cables
9 is required, only license payments in accordance with § 75A204 (h), (i), and Section
10 § 75A208 shall apply.

11 (b) For the second cable system: A landing fee of One Hundred Thousand
12 Dollars (\$100,000) shall be paid within thirty (30) days of approval of the Bureau of
13 Statistics & Plans Guam Coastal Management Program's Federal Consistency permit
14 when the construction, installation, or repair/upgrade of conduit infrastructure or
15 cables is required. In addition, an initial annual license payment in accordance with
16 § 75A204 (h) shall be paid within thirty (30) days of the Systems Operational Date
17 (as defined in § 75A204 (g) of this Act) of the second cable system, (the "Second
18 System Operational Date"), and thereafter an annual license payment adjusted in
19 accordance with § 75A204 (i) shall be paid beginning on the first anniversary of the
20 Second System Operational Date and continuing annually for the Term of the
21 License agreement. If no construction, installation, or repair/upgrade of conduit
22 infrastructure or cables is required, only license payments in accordance with §
23 75A204 (h), (i), and Section § 75A208 shall apply.

24 (c) For the third cable system: A landing fee of One Hundred Thousand
25 Dollars (\$100,000) shall be paid within thirty (30) days of approval from the Bureau
26 of Statistics & Plans Guam Coastal Management Program's Federal Consistency
27 permit when the construction, installation, or repair/upgrade of conduit

1 infrastructure or cables is required. In addition, an initial annual license payment in
2 accordance with § 75A204 (h) shall be paid within thirty (30) days of the System
3 Operational Date (as defined in § 75A204 (g) of this Act) of the third cable system,
4 (the "Third System Operational Date"), and thereafter an annual license payment
5 adjusted in accordance with § 75A204 (i) shall be paid in beginning on the first
6 anniversary of the Third System Operational Date and continuing annually for the
7 Term of the License agreement. If no construction, installation, or repair/upgrade of
8 conduit infrastructure or cables is required, only license payments in accordance
9 with Section § 75A204 (h), (i), and Section § 75A208 shall apply.

10 (d) For the fourth cable system: A landing fee of One Hundred Thousand
11 Dollars (\$100,000) shall be paid within thirty (30) days of approval of the Bureau of
12 Statistics & Plans Guam Coastal Management Program's Federal Consistency permit
13 when the construction, installation, or repair/upgrade of conduit infrastructure or
14 cables is required. In addition, an initial annual license payment in accordance with
15 § 75A204 (h) shall be paid within thirty (30) days of the System Operational Date
16 (as defined in § 75A204 (g) of this Act) of the fourth cable system, (the "Fourth
17 System Operational Date"), and thereafter an annual license payment adjusted in
18 accordance with § 75A204 (i) shall be paid beginning on the First anniversary of the
19 Fourth System Operational Date and continuing annually for the Term of the License
20 agreement. If no construction, installation, or repair/upgrade of conduit
21 infrastructure or cables is required, only license payments in accordance with §
22 75A204 (h), (i), and Section § 75A208 shall apply.

23 (e) For the fifth cable system: A landing fee of One Hundred Thousand
24 Dollars (\$100,000) shall be paid within thirty (30) days of approval of the Bureau
25 of Statistics & Plans Guam Coastal Management Program's Federal Consistency
26 permit when the construction, installation, or repair/upgrade of conduit
27 infrastructure or cables is required. In addition, an initial annual license payment in

1 accordance with § 75A204 (h) shall be paid within thirty (30) days of the System
2 Operational Date (as defined in § 75A204 (g) of this Act) of the fifth cable system,
3 (the "Fifth System Operational Date"), and thereafter an annual license payment
4 adjusted in accordance with § 75A204 (i) shall be paid beginning on the First
5 anniversary of the Fifth System Operational Date and continuing annually for the
6 Term of the License agreement. If no construction, installation, or repair/upgrade
7 of conduit infrastructure or cables is required, only license payments in accordance
8 with § 75A204 (h), (i), and Section § 75A208 shall apply.

9 (f) For the sixth cable system: A landing fee of One Hundred Thousand
10 Dollars (\$100,000) shall be paid within thirty (30) days of approval of the Bureau of
11 Statistics & Plans Guam Coastal Management Program's Federal Consistency permit
12 when the construction, installation, or repair/upgrade of conduit infrastructure or
13 cables is required. In addition, an initial annual license payment in accordance with
14 § 75A204 (h) shall be paid within thirty (30) days of the System Operational Date
15 (as defined in § 75A204 (g) of this Act) of the sixth cable system, (the "Sixth System
16 Operational Date), and thereafter an annual license payment adjusted in accordance
17 with § 75A204 (i) shall be paid beginning on the First anniversary of the Sixth
18 System Operational Date and continuing annually for the Term of the License
19 agreement. If no construction, installation, or repair/upgrade of conduit
20 infrastructure or cables is required, only license payments in accordance with §
21 75A204 (h), (i), and Section § 75A208 shall apply.

22 (g) The "System Operational Date" of each cable system shall be that date
23 at which the cable system is fully installed, the associated system-wide testing is
24 completed, and the cable system is approved to carry commercial traffic. Licensee
25 shall notify CLTC within thirty (30) days after the establishment of the System
26 Operational Date of each cable landing within its submerged license agreement. In

1 the case of existing installed and operational cable systems, the system operational
2 date shall mean the start of the term of the new license agreement.

3 (h) Annual license fees for cable systems that have a System Operational
4 Date from enactment of this Act through December 31, 2031, shall be applied as
5 follows:

- 6 (1) Enactment - December 31, 2022 \$100,000
- 7 (2) January 1 - December 31, 2023 \$102,000
- 8 (3) January 1 - December 31, 2024 \$104,040
- 9 (4) January 1 - December 31, 2025 \$106,121
- 10 (5) January 1 - December 31, 2026 \$108,243
- 11 (6) January 1 - December 31, 2027 \$110,408
- 12 (7) January 1 - December 31, 2028 \$112,616
- 13 (8) January 1 - December 31, 2029 \$114,868
- 14 (9) January 1 - December 31, 2030 \$117,165
- 15 (10) January 1 - December 31, 2031 \$119,509

16 (i) The annual fees for each cable system set forth in this Section shall be
17 adjusted annually on the anniversary of the System Operational Date of each cable
18 system, and for the remainder of the Term. All recurring fees shall be adjusted and
19 increased annually for inflation at a fixed rate of two percent (2%) per annum.

20 **§75A205. License Agreement Requirements.** From and after the effective
21 date of this legislation the following requirements shall apply to and be incorporated
22 in each submerged land license agreement entered into with the CLTC for the
23 construction, installation, operation, maintenance, and use of fiber optic cable
24 telecommunications systems:

25 (a) Interest for Late Payment. All license fees in arrears shall bear interest
26 at a rate of four percent (4%) per annum in excess of the prime rate, calculated daily

1 and compounded monthly, without demand, from the date it should have been paid
2 to CLTC, until actual payment to CLTC.

3 (b) Taxes. Any and all taxes, fees and assessments, to include taxes on
4 gross receipts and, improvements to the Licensed Property, levied upon the Licensed
5 Property shall be borne and paid by Licensee upon execution of the license
6 agreement.

7 (c) Insurance. The license agreement shall require Licensee to have
8 business liability insurance that indemnifies and holds CLTC and the government of
9 Guam harmless, and shall require Licensee to respond to CLTC requests for
10 information on a timely basis. Licensee shall procure, at its own cost and expense,
11 and keep in force during the term of the license agreement for the mutual benefit of
12 CLTC and Licensee, a policy of comprehensive liability insurance in such amounts,
13 form, and with such insurance company as CLTC shall approve. A copy of such
14 policies shall be provided to CLTC at CLTC's request. CLTC may review the
15 foregoing limits of coverage and require increases therein but shall not require
16 increases more frequently than annually. The policy or policies shall contain a clause
17 stating that the insurer will not cancel or change insurance coverage without first
18 giving CLTC and Licensee thirty (30) days prior written notice of such change or
19 cancellation.

20 (d) The general public shall have the continuing right to use the reef flat
21 and the waters above to enter on or cross any portion of the Licensed Property for
22 fishing and other recreational purposes and CLTC reserves the right to itself and to
23 the agents and representatives of the government of Guam, to enter on and cross any
24 portion of the Licensed Property for the purpose of performing any public or official
25 duties; provided, however, that in the exercise of such rights, CLTC and the general
26 public shall not unreasonably interfere with Licensee's use and enjoyment of the
27 rights granted by the license agreement.

1 (e) The Licensed Property may be occupied and used by Licensee solely
2 for the activities proposed by Licensee and for incidental purposes related to the
3 landing of submarine cables. In no event shall Licensee conduct any activity on the
4 Licensed Property without obtaining all requisite authorizations and permits from
5 the appropriate Guam and federal government agencies or authorities.

6 (f) Compliance with Environmental Laws. All activities on Licensed
7 Property shall be in compliance and maintained in accordance with existing federal
8 and local environmental laws, including permitting application review and approval
9 from the U.S. Army Corps of Engineers for work in U.S. waters, the Guam Coastal
10 Management Program (GCMP) Consistency Certification in accordance with the
11 Coastal Zone Management Act of 1972, and the Guam Territorial Seashore
12 Protection Commission pursuant to the Guam Territorial Seashore Protection Act of
13 1974 for work within the seashore reserve, Guam Environmental Protection Agency,
14 and the National Oceanic and Atmospheric Administration (NOAA) National
15 Marine Fisheries. Failure to comply with environmental laws shall be a material
16 default by Licensee.

17 (g) Licensee shall comply with all requirements imposed under all such
18 authorizations and permits and, more generally, shall comply with all applicable
19 Guam and federal government laws, rules and regulations relating to its activities on
20 the Licensed Property. Licensee shall comply with applicable federal laws, including
21 the Submarine Cable Act of 1921 and the Communications Acts of 1934, as
22 amended, and rules and regulations of the Federal Communications Commission
23 applicable to its interstate and international submarine cable landing authorizations
24 and licensure, including annual reporting obligations. The rights of Licensee under
25 the license agreement are personal to Licensee and may not be transferred or
26 assigned to any other person, firm, corporation or other entity without the prior
27 written consent of CLTC, which consent shall not be unreasonably withheld;

1 provided however, that Licensee may, without CLTC’s consent, lease or transfer
2 conduit or duct space to third parties landing submarine cables, and provided,
3 further, that Licensee may, without CLTC’s consent, assign its rights to any person
4 acquiring all of Licensee’s assets in Guam on condition that the assignee assumes
5 all of Licensee’s obligations under the license agreement.

6 (h) Improvements to CLTC Property. The license agreement shall require
7 that any improvements made to or upon Licensed Property shall belong in title to the
8 CLTC upon termination or expiration of the license agreement, and that any removal
9 required by the CLTC of improvements or items remaining on the property shall be
10 the responsibility of Licensee at no cost to the CLTC.

11 **§75A206. Default and Termination.** From and after the effective date of
12 this legislation, the following provisions shall apply to and be incorporated into any
13 submerged land license agreement entered into with the CLTC:

14 (a) Any failure to comply with this Act, the license agreement, or a material
15 term of the conditions of any government approval or permit shall be considered a
16 material breach of the license agreement. The party aggrieved by such breach may
17 deliver a “Notice of Default” to the party in breach specifying such noncompliance
18 and the appropriate cure. Except as otherwise provided in this Act, if the breach has
19 not been corrected within a period of ninety (90) days after receipt of the Notice of
20 Default, then the aggrieved party may terminate the license agreement.
21 Notwithstanding the foregoing, if the breach cannot reasonably be corrected during
22 its applicable cure period, then the aggrieved party may not terminate the license
23 agreement if the breaching party begins to correct such noncompliance during the
24 cure period and diligently pursues corrective measures to completion.

25 (b) Upon termination or expiration of the license agreement, unless
26 extended pursuant to the terms of the license agreement, the license agreement shall
27 become null and void, except that CLTC may enforce any and all obligations of

1 Licensee arising out of acts or omissions occurring prior to such termination or
2 expiration.

3 (c) Without limiting any other remedies the CLTC may have arising out of
4 the license agreement or at law in respect of any default in the performance of
5 Licensee's obligations under the license agreement, the CLTC shall have the right,
6 in the case of any default and without any re-entry or termination of the license
7 agreement, to enter upon the Licensed Property and cure or attempt to cure such
8 default (but this shall not obligate the CLTC to cure or attempt to cure any such
9 default or, after having commenced to cure or attempt to cure such default, prevent
10 the CLTC from ceasing to do so) and Licensee shall promptly reimburse to the
11 CLTC any expense incurred by the CLTC in so doing and the same shall be
12 recoverable.

13 (d) The license agreement may be terminated in any of the following events
14 (each an "Event of Default"):

15 (1) if license fees or any part thereof shall not be paid on any day when
16 such payment is due, CLTC may, at any time thereafter, give notice of such
17 failure to Licensee, and if the failure is not remedied by Licensee within five
18 (5) days after the giving of such notice; or

19 (2) if Licensee fails or neglects to perform or comply with any of the
20 terms, covenants or conditions contained in the license agreement (other than
21 the covenants to pay license fees) on the part of Licensee to be performed or
22 observed, CLTC may, at any time thereafter, give notice of such failure or
23 neglect to Licensee:

24 (A) if the matter complained of in such notice is capable of being
25 remedied by the payment of money, has not corrected the matter
26 complained of within a period of five (5) days after the giving of such
27 notice; or

1 (B) if the matter complained of in such notice is not capable of
2 being remedied by the payment of money has not corrected the matter
3 complained of within a period of twenty (20) days after the giving of
4 such notice, or if a period of more than such twenty (20) days is
5 reasonably required to remedy, with reasonable diligence, the matters
6 complained of in such notice, has not forthwith commenced to remedy
7 the same and diligently prosecute the remedying of the same to
8 completion; or

9 (C) if an event of insolvency shall have occurred with respect to
10 Licensee; or

11 (D) a breach of an obligation by Licensee which has resulted in
12 cancellation of insurance coverage where Licensee has not prior to or
13 concurrent with such cancellation replaced such coverage with
14 comparable coverage or breach of an obligation where there has been a
15 notice of cancellation of insurance coverage which has not been cured
16 and where Licensee has not, within the period of time set out in such
17 notice, or within ten (10) days where no period is set out therein,
18 replaced such coverage with comparable coverage or which is
19 otherwise a breach of the obligations respecting insurance; or

20 (E) abandonment of the project by Licensee; the CLTC, at its
21 option, may terminate the license agreement by notice to Licensee, in
22 which event such termination shall be effective immediately upon the
23 delivery of such notice and may enter upon the Licensed Property with
24 or without process of law and take possession thereof.

25 **§ 75A207. Deposit of Revenues and Fees.** Revenues from fees and interest
26 generated from commercial submerged land license agreement(s) authorized in this
27 Act shall be deposited into the Chamorro Land Trust Survey and Infrastructure Fund

1 to be used for all authorized purposes of that Fund, and may also be used to improve
2 telecommunications infrastructure and technology resources for the CLTC
3 communities and other disadvantaged communities as determined by the CLTC.

4 **§ 75A208. Authorization to Adopt New Fees After 2031.** The CLTC shall
5 adopt new landing fees and license fees for submerged land license agreements
6 beginning January 1, 2032, and may amend landing and license fees thereafter,
7 subject to the provisions of the Administrative Adjudication Act. The new landing
8 fees shall not be less than One Hundred Thousand Dollars (\$100,000) and license
9 fees shall not be less than One Hundred Twenty-one Thousand Eight Hundred
10 Ninety-nine Dollars (\$121,899) per cable system with a minimum two percent (2%)
11 annual escalation per cable system beginning January 1, 2032, and thereafter.
12 License agreements entered into after 2032 shall begin at no less than the
13 corresponding annual escalated rate.

14 In the absence of and pending the adoption of new landing fees and license
15 fees pursuant to this section, the landing fee of One Hundred Fifty Thousand Dollars
16 (\$150,000) shall apply, and the license fees for 2032 shall begin at One Hundred
17 Twenty-one Thousand Eight Hundred Ninety-nine Dollars (\$121,899) per cable
18 system with a minimum two percent (2%) annual escalation per cable system and
19 shall begin at the corresponding annual escalated rate for that year for agreements
20 entered into after 2032.

21 **§ 75A209. Guam Coastal Management to Recommend Optimal**
22 **Submerged Cable Landing Sites.** Within twelve (12) months of the enactment of
23 this Act, the Guam Coastal Management Program shall recommend to the CLTC
24 optimal areas for the landing of submarine cables which shall be compatible with
25 and minimize adverse impacts to the surrounding coastal area's environment,
26 aesthetic quality and beach accessibility for fishing and recreation. The areas shall
27 include options for multiple access points to strengthen telecommunications

1 connectivity through redundancy in the face of adverse events including natural
2 disasters and inadvertent breaks to cables caused by human error as well as provide
3 for the orderly sitings of future cable landings for the Territory. The
4 recommendations shall be consistent with the guidelines set forth by federal and
5 local law including, but not limited to the Coastal Zone Management Act of 1972
6 and the Guam Territorial Seashore Protection Act of 1974 as well as be consistent
7 with rules promulgated by the Guam Environmental Protection Agency and the
8 Department of Agriculture. CLTC may consult with GCMP, NOAA National
9 Marine Fisheries Service, and US Army Corps of Engineers prior to finalizing any
10 future leases of submerged lands.

11 **§ 75A210. Other Submerged Licenses Allowed.** Nothing herein shall
12 prevent the CLTC from leasing, licensing, or reserving submerged lands for other
13 purposes, including aquaculture, consistent with law and environmental concerns.”

14 **Section 3.** The Guam Compiler of Laws is authorized to designate 21 GCA
15 Chapter 75A as Article 1.

16 **Section 4. Exemption from Appraisals.** § 2107(b) of Chapter 2, Title 2,
17 Guam Code Annotated, and Section 6.04(c)(1) of the Standing Rules of *I*
18 *Mina'trentai Sais Na Liheslaturan Guåhan* relative to land appraisals, shall not apply
19 to this Act or license agreements pursuant to this Act.

20 **Section 5. Effective Date.** This Act shall be effective upon enactment.

21 **Section 6. Severability.** If any provision of this Act or its application to any
22 person or circumstance is found to be invalid or contrary to law, such invalidity shall
23 not affect other provisions or applications of this Act that can be given effect without
24 the invalid provision or application, and to this end the provisions of this Act are
25 severable.