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TRUST TERRITORY OF THE PACIFIC ISLANDS

HEADQUARTERS, SAIPAN, MARIANA ISLANDS

Volume 2 Number 1

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Date of Publication December 4, 1976

Emergency Orders

Adopted Amendments to Regulations

Adopted Regulations

Adopted Amendment to Regulations (Government of the Northern Marianas)

Proposed Regulations

territorial

register

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territorial register

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TRUST TERRITORY OF THE PACIFIC ISLANDS Office of the High Commissioner Saipan, Mariana Islands EMERGENCY ORDER

WHEREAS, pursuant to the Interior Departmental Order No. 2902, as amended, and 2918, and other appropriate laws, the High Commissioner has been charged with the responsibility of the United States as Administering Authority of the Trust Territory of the Pacific Islands, under Articles 6 and 8 of the Trusteeship Agreement, to promote the health, welfare and public safety of the citizens of the Trust Territory; and

WHEREAS, a franchise agreement of January 17, 1968, as amended in 1973, was made by and between the Trust Territory Government and Continental Airlines, Inc., whereby Continental Airlines agreed to operate scheduled passengers, mail and cargo air service, known as Air Micronesia, Inc., to, from and within the Trust Territory of the Pacific Islands and to build, operate and maintain facilities and services related thereto in every district of the Trust Territory of the Pacific Islands; and

WHEREAS, Air Micronesia is the only air service offering scheduled civilian flights to, from and within the Trust Territory, except for two flights a week air service by Air Nauru to Majuro, Marshall Islands; and

WHEREAS, any interruption or cessation of the Air Micronesia air service to the Trust Territory will greatly impair or halt the shipment of necessary food, medical and other essential supplies to, from and within the Trust Territory. Further, any such interruption or cessation will greatly impair regular and emergency passenger service to, from and within the Trust Territory; and

WHEREAS, according to information known to the office of the High Commissioner it appears that on or about October 23, 1976, the Airline Pilots Association (ALPA), the Union which represents all pilots for Continental Airlines, Inc., and Air Micronesia, Inc., will strike said airline thereby interrupting, greatly reducing, or halting Air Micronesia, Inc., service to, from and within the Trust Territory; and

WHEREAS, any interruption, serious reduction or halting of Air Micronesia service to the Trust Territory will endanger the health, welfare and safety of the citizens of the Trust Territory.

NOW, THEREFORE, I, PETER T. COLEMAN, Acting High Commissioner of the Trust Territory of the Pacific Islands, pursuant to the authority vested in me by law, find that the pending strike by the ALPA against Air Micronesia endangers the health, welfare and safety of the residents of the Trust Territory, and therefore, I hereby prohibit such strike and order the ALPA pilots to continue to operate Air Micronesia aircraft servicing the Trust Territory. Further,

Air Microneșia, Inc., is ordered to continue all approved air services to, from and within the Trust Territory.

Dated: 22nd day of October, 1976.

<u>/s/ Peter T. Coleman</u> Peter T. Coleman Acting High Commissioner

cc: All District Administrators Registrar of Corporations, Saipan Attorney General

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TRUST TERRITORY OF THE PACIFIC ISLANDS Office of the District Administrator Marshalls District

EMERGENCY ORDER

WHEREAS, pursuant to the Interior Departmental Order No. 2902, as amended, and 2918, and other appropriate laws, the High Commissioner has been charged with the responsibility of the United States as Administering Authority of the Trust Territory of the Pacific Islands, under Articles 6 and 8 of the Trusteeship Agreement, to promote the health, welfare and public safety of the citizens of the Trust Territory; and

WHEREAS, as special representatives of the High Commissioner at the district level of the Trust Territory Government, the District Administrators, pursuant to Title 3, Section 52 of the Trust Territory Code, and other appropriate laws, are charged with the responsibility to promote the health, welfare and public safety of the Trust Territory citizens residing in the districts; and

WHEREAS, a franchise agreement of January 17, 1968, as amended in 1973, was made by and between the Trust Territory Government and Continental Airlines, Inc., whereby Continental Airlines agreed to operate scheduled passengers, mail and cargo air service, known as Air Micronesia, Inc., to, from and within the Trust Territory of the Pacific Islands and to build, operate and maintain facilities and services related thereto in every district of the Trust Territory of the Pacific Islands; and

WHEREAS, Air Micronesia is the only air service offering scheduled civilian flights to, from and within the Trust Territory, except for two flights a week air service by Air Nauru to Majuro, Marshall Islands; and

WHEREAS, any interruption or cessation of the Air Micronesia air service to the Trust Territory will greatly impair or halt the shipment of necessary food, medical and other essential supplies to, from and within the Trust Territory. Further, any such interruption or cessation will greatly impair regular and emergency passenger service to, from and within the Trust Territory; and

WHEREAS, according to information known to the office of the District Administrator, it appears that on or about October 23, 1976, the Airline Pilots Association (ALPA), the Union which represents all pilots for Continental Airlines, Inc., and Air Micronesia, Inc., will strike said airline thereby interrupting, greatly reducing, or halting Air Micronesia, Inc., service to, from and within the Trust Territory; and

WHEREAS, any interruption, serious reduction or halting of Air Micronesia service to the Trust Territory will endanger the health, welfare and safety of the citizens of the Trust Territory.

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NOW, THEREFORE, I, Oscar DeBrum, District Administrator of the Marshall Islands District, pursuant to the authority vested in me by law, find that the pending strike by the ALPA against Air Micronesia endangers the health, welfare and safety of the residents of the Marshalls District, and therefore, I hereby prohibit such strike and order the ALPA pilots to continue to operate Air Micronesia aircraft servicing the Trust Territory. Further, Air Micronesia, Inc., is ordered to continue all approved air services to, from and within the Trust Territory.

This Emergency District Order shall take effect immediately and shall remain in effect until repealed by the District Administrator, or until amended or repealed by the High Commissioner, or until superseded by legislation.

The Emergency District Order is promulgated pursuant to the provisions of Section 108 of Title I of the Trust Territory Code and is subject to the limitations imposed therein.

Dated at Majuro this 22nd day of October, 1976, in the Marshalls District.

/s/ Oscar DeBrum Oscar DeBrum District Administrator Marshall Islands District

TRUST TERRITORY OF THE PACIFIC ISLANDS Office of the District Administrator Ponape District Ponape, E.C.Is. 96941 EMERGENCY ORDER NO. 4-76

WHEREAS, pursuant to the Interior Departmental Order No. 2902, as amended, and 2918, and other appropriate laws, the High Commissioner has been charged with the responsibility of the United States as Administering Authority of the Trust Territory of the Pacific Islands, under Articles 6 and 8 of the Trusteeship Agreement, to promote the health, welfare and public safety of the citizens of the Trust Territory; and

WHEREAS, as special representative of the High Commissioner at the district level of the Trust Territory Government, the District Administrator, pursuant to Title III, Section 52 of the Trust Territory Code, and other appropriate laws, is charged with the responsibility to promote the health, welfare and public safety of the Trust Territory citizens residing in the districts; and

WHEREAS, a franchise agreement of January 17, 1968, as amended in 1973, was made by and between the Trust Territory Government and Continental Airlines, Inc., whereby Continental Airlines agreed to operate scheduled passengers, mail and cargo air service, known as Air Micronesia, Inc., to, from and within the Trust Territory of the Pacific Islands and to build, operate and maintain facilities and services related thereto in every district of the Trust Territory of the Pacific Islands; and

WHEREAS, Air Micronesia is the only air service offering scheduled civilian flights to, from and within the Trust Territory, except for two flights a week air service by Air Nauru to Majuro, Marshall Islands; and

WHEREAS, any interruption or cessation of the Air Micronesia air service to the Trust Territory will greatly impair or halt the shipment of necessary food, medical and other essential supplies to, from and within the Trust Territory. Further, any such interruption or cessation will greatly impair regular and emergency passenger service to, from and within the Trust Territory; and

WHEREAS, according to information known to the office of the District Administrator, it appears that on or about October 23, 1976, the Airline Pilots Association (ALPA), the Union which represents all pilots for Continental Airlines, Inc., and Air Micronesia, Inc., will strike said airline thereby interrupting, greatly reducing, or halting Air Micronesia, Inc., service to, from and within the Trust Territory; and

WHEREAS, any interruption, serious reduction or halting of Air Micronesia service to the Trust Territory will endanger the health, welfare and safety of the citizens of the Trust Territory. NOW, THEREFORE, I, Bermin F. Weilbacher, Acting District Administrator of the Ponape District, pursuant to the authority vested in me by law, find that the pending strike by the ALPA against Air Micronesia endangers the health, welfare and safety of the residents of the Ponape District, and therefore, I hereby prohibit such strike and order the ALPA pilots to continue to operate Air Micronesia aircraft servicing the Trust Territory. Further, Air Micronesia, Inc., is ordered to continue all approved air services to, from and within the Trust Territory.

This Emergency District Order shall take effect immediately and shall remain in effect until repealed by the District Administrator, or until amended or repealed by the High Commissioner, or until superseded by legislation.

The Emergency District Order is promulgated pursuant to the provisions of Section 108 of Title I of the Trust Territory Code and is subject to the limitations imposed therein.

Dated at Kolonia, this 22nd day of October, 1976, in Ponape District.

/s/ Bermin Weilbacher Bermin F. Weilbacher Acting District Administrator Ponape District

Filed October 22nd 1976, at 2:00 p.m.

/s/ Lois A. Daniel Ass't Clerk of Courts, Ponape District

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TRUST TERRITORY OF THE PACIFIC ISLANDS Office of the District Administrator Truk District

EMERGENCY ORDER NO. 1-76

WHEREAS, pursuant to the Interior Departmental Order No. 2902, as amended, and 2918, and other appropriate laws, the High Commissioner has been charged with the responsibility of the United States as Administering Authority of the Trust Territory of the Pacific Islands, under Article 6 and 8 of the Trusteeship Agreement, to promote the health, welfare and public safety of the citizens of the Trust Territory; and

WHEREAS, as special representative of the High Commissioner at the district level of the Trust Territory Government, the District Administrators, pursuant to Title 3, Section 52 of the Trust Territory Code, and other appropriate laws, are charged with the responsibility to promote the health, welfare and public safety of the Trust Territory citizens residing in the districts; and

WHEREAS, a franchise agreement of January 17, 1968, as amended in 1973, was made by and between the Trust Territory Government and Continental Airlines, Inc., whereby Continental Airlines agreed to operate scheduled passengers, mail and cargo air service, known as Air Micronesia, Inc., to, from and within the Trust Territory of the Pacific Islands and to build, operate and maintain facilities and services related thereto in every district of the Trust Territory of the Pacific Islands; and

WHEREAS, Air Micronesia is the only air service offering scheduled civilian flights to, from and within the Trust Territory, except for two flights a week air service by Air Nauru to Majuro, Marshall Islands; and

WHEREAS, any interruption or cessation of the Air Micronesia air service to the Trust Territory will greatly impair or halt the shipment of necessary food, medical and other essential supplies to, from and within the Trust Territory. Further, any such interruption or cessation will greatly impair regular and emergency passenger service to, from and within the Trust Territory; and

WHEREAS, according to information known to the office of the District Administrator, it appears that on or about October 23, 1976, the Airline Pilots Association (ALPA), the Union which represents all pilots for Continental Airlines, Inc., and Air Micronesia, Inc., will strike said airline thereby interrupting, greatly reducing, or halting Air Micronesia, Inc., service to, from and within the Trust Territory; and

WHEREAS, any interruption, serious reduction or halting of Air Micronesia service to the Trust Territory will endanger the health, welfare and safety of the citizens of the Trust Territory.

NOW, THEREFORE, I, Mitaro S. Danis, District Administrator of the Truk District, pursuant to the authority vested in me by law, find that the

pending strike by the ALPA against Air Micronesia endangers the health, welfare and safety of the residents of the Truk District, and therefore, I hereby prohibit such strike and order the ALPA pilots to continue to operate Air Micronesia aircraft servicing the Trust Territory. Further, Air Micronesia, Inc., is ordered to continue all approved air services to, from and within the Trust Territory.

This Emergency District Order shall take effect immediately and shall remain in effect until repealed by the District Administrator, or until amended or repealed by the High Commissioner, or until superseded by legislation.

The Emergency District Order is promulgated pursuant to the provisions of Section 108 of Title I of the Trust Territory Code and is subject to the limitations imposed therein.

Dated at this 22nd day of October, 1976, in Truk District.

/s/ Mitaro S. Danis Mitaro S. Danis District Administrator Truk District <u>11:00 a.m.</u> Time

TRUST TERRITORY OF THE PACIFIC ISLANDS Office of the District Administrator Yap District

EMERGENCY ORDER NO. 76-1

WHEREAS, pursuant to the Interior Departmental Order No. 2902, as amended, and 2918, and other appropriate laws, the High Commissioner has been charged with the responsibility of the United States as Administering Authority of the Trust Territory of the Pacific Islands, under Article 6 and 8 of the Trusteeship Agreement, to promote the health, welfare and public safety of the citizens of the Trust Territory; and

WHEREAS, as special representative of the High Commissioner at the district level of the Trust Territory Government, the District Administrators, pursuant to Title 3, Section 52 of the Trust Territory Code, and other appropriate laws, are charged with the responsibility to promote the health, welfare and public safety of the Trust Territory citizens residing in the districts; and

WHEREAS, a franchise agreement of January 17, 1968, as amended in 1973, was made by and between the Trust Territory Government and Continental Airlines, Inc., whereby Continental Airlines agreed to operate scheduled passengers, mail and cargo air service, known as Air Micronesia, Inc., to, from and within the Trust Territory of the Pacific Islands and to build, operate and maintain facilities and services related thereto in every district of the Trust Territory of the Pacific Islands; and

WHEREAS, Air Micronesia is the only air service offering scheduled civilian flights to, from and within the Trust Territory, except for two flights a week air service by Air Nauru to Majuro, Marshall Islands; and

WHEREAS, any interruption or cessation of the Air Micronesia air service to the Trust Territory will greatly impair or halt the shipment of necessary food, medical and other essential supplies to, from and within the Trust Territory. Further, any such interruption or cessation will greatly impair regular and emergency passenger service to, from and within the Trust Territory; and

WHEREAS, according to information known to the office of the District Administrator, it appears that on or about October 23, 1976, the Airline Pilots Association (ALPA), the Union which represents all pilots for Continental Airlines, Inc., and Air Micronesia, Inc., will strike said airline thereby interrupting, greatly reducing, or halting Air Micronesia, Inc., service to, from and within the Trust Territory; and

WHEREAS, any interruption, serious reduction or halting of Air Micronesia service to the Trust Territory will endanger the health, welfare and safety of the citizens of the Trust Territory.

NOW, THEREFORE, I, Hilary J. Tacheliol, Acting District Administrator of the Yap District, pursuant to the authority vested in me by law, find that the pending strike by the ALPA against Air Micronesia endangers the health, welfare and safety of the residents of the Yap District, and therefore, I hereby prohibit such strike and order the ALPA pilots to continue to operate Air Micronesia aircraft servicing the Trust Territory. Further, Air Micronesia, Inc., is ordered to continue all approved air services to, from and within the Trust Territory.

This Emergency District Order shall take effect immediately and shall remain in effect until rescinded by the District Administrator, or until amended or rescinded by the High Commissioner, or until superseded by legislation.

The Emergency District Order is promulgated pursuant to the provisions of Section 108 of Title I of the Trust Territory Code and is subject to the limitations imposed therein.

Dated at Colonia, this 22nd day of October, 1976, in Yap District.

<u>/s/ Hilary J. Tacheliol</u> Hilary J. Tacheliol Acting District Administrator Yap District

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Adopted Amendments to Regulations

TITLE 25 Animals and Plants Quarantine Controls

Chapter 1 Plant and Animal Quarantines Administration and Enforcement of Emergency Measures

PART 1. GENERAL PROVISIONS

1.1 <u>Authority</u>. The Quarantines in this Chapter have been promulgated and issued by the Chief of Agriculture and approved by the High Commissioner in accordance with Section 2 of Chapter 1, Title 25 of the Code of the Trust Territory, as amended. All previously issued Trust Territory Plant and Animal Quarantines are hereby cancelled and superseded by the quarantines below. (Vol. 1 No. 3 pp 91-97) 1.2 <u>Effective Date</u>. Effective date of these regulations shall be 10 days after final publishing in the Territorial Register.

1.3. <u>Purpose</u>. The quarantines in this Chapter are designed to protect the agricultural and general well-being of the people of the Trust Territory. Quarantines are promulgated as a means of preventing the introduction of, and further spread of injurious insects, pests, and diseases into and within the Trust Territory.

1.4. <u>Definitions</u>. When used in this Chapter, unless context otherwise requires, the following definitions shall apply in the interpretation and enforcement of the provisions of this Chapter:

(a) "Ruminants" - Animals which chew the cud such as cattle, goats, buffaloes, sheep, deer and antelopes.

(b) "Horses" - Horses, asses and mules.

(c) "Poultry" - Chickens, ducks, geese, swans, turkeys, pigeons, doves, pheasants, grouse, partridges, quail, guinea fowl, pea fowl and viable eggs of any of the above.

(d) "Swine" - Domesticated hog.

(e) "Authorizing Official" - The Trust Territory Chief of Agriculture, the District Agriculturists or other designated official.

(f) "Authorized Veterinarian" - Any salaried veterinarian officer employed by the national government of any country, state or territory.

(g) "Quarantine Inspector" - An inspector of the Trust Territory Division of Agriculture authorized by the Chief of Agriculture to enforce the Plant and Animal Quarantine regulations.

(h) "Trust Territory" - Trust Territory of the Pacific Islands.

(i) "Atoll" - Typical atoll and any of the low raised coral islands, such as Kili and Fais Island.

(j) "Agriculture Quarantine Facility" - Government facilities equipped and specifically set aside for holding imported animals and for growing imported plant materials suspected of harboring pests and diseases.

(k) "Transport within the Trust Territory" - Movement from one island or atoll in one district to another island or atoll in another district. Thus, this definition does not restrict movement between the different islands of one atoll or group of closely located islands such as the islands of the Palau group or the islands within and around the Truk Lagoon.

(1) "Culture" - Plant and animal tissues or plating on nutritive media of parts thereof.

1.5 Plant and Animal Quarantine Permits. All plants, plant parts for propagative purposes, domestic animals and other animals covered by these regulations and imported into or transported within the Trust Territory must be accompanied by a Trust Territory Plant and Animal Quarantine Permit issued by a Trust Territory authorizing official and must further be accompanied by such certificates as may be required in the permit.

PART 2. QUARANTINE NO. 1 - BACTERIAL CULTURES, VACCINES, ETC.

2.1 It is prohibited to import into or move from one island to another within the Trust Territory any live cultures of bacteria, virus, fungi or nematode in any form whatsoever unless specific permission has been granted in writing for such importation or movement by the Chief of Agriculture. Bacterial cultures, and living virus or bacterial vaccine imported for Animal Health Service or Public Health purposes are exempted from the provisions of this quarantine. Commercial yeast and yogurt are also exempted.

2.2. It is prohibited to import animal vaccines or animal serums into the Trust Territory without an import permit issued by the Chief of Agriculture. Animal vaccines or animal serums imported for the Trust Territory Animal Health Service are exempted from the provisions of this quarantine. The Chief of Agriculture will maintain an approved list of animal vaccines and serum which may be imported.

PART 3. QUARANTINE NO. 2 - DOMESTIC ANIMALS

3.1 Ruminants and Swine.

(a) <u>Ruminants</u>. It is prohibited to import ruminants from any part of the world into the Trust Territory except from the Continental United States, Hawaii, Canada, Guam, Fiji, and New Zealand.

(b) <u>Swine</u>. It is prohibited to import swine from any part of the world into the Trust Territory except from areas of the United States certified "Hog Cholera Free" by the USDA, Australia, Canada, and New Zealand.

3.2 Horses. Horses may be imported into the Trust Territory only from the U.S. and other countries approved by the Chief of Agriculture and only if accompanied by a certificate issued by an authorized veterinarian in the country or area of origin certifying that no case of dourine, glanders, surra, or equizootic or ulcerative lymphangitis has occurred in the locality or localities in which the horses have been kept during the sixty (60) days immediately preceding the issuance of the certificate. The animals must be accompanied by a certificate stating a negative test for equine piroplasmosis and glanders was accomplished within 15 days of shipment. Animals may be retested on arrival. Animals must not have received any live virus vaccines within 60 days of shipment. In addition to all of the above listed requirements, the horse(s) must be negative for all other tests listed on the import permit. A certificate signed by an authorized veterinarian should accompany the animals stating which tests were conducted and the results.

3.3. <u>Poultry and Eggs.</u> All live poultry and hatching eggs imported into the Trust Territory must be accompanied by a certificate issued by an authorized veterinarian of the country or area of origin certifying that such poultry and their flock or flocks of origin were inspected within sixty (60) days of exportation and found to be free of evidence of pullorum diseases (bacillary white diarrhea), European fowl pest (fowl

plague), Newcastle diseases (avian pneumoencephalitis) or other communicable diseases. It is prohibited to import poultry, hatching eggs, and table eggs from countries other than the Continental United States, Hawaii, Guam, Australia, and New Zealand. Baby chicks from Okinawa hatcheries approved by the Trust Territory Chief of the Agriculture Division will be accepted. Further, poultry eggs in their embryonic stages (such as "Balot") are prohibited entry into the Trust Territory.

3.4 <u>Meat</u>. It is prohibited to import fresh, chilled, frozen, and/or unprocessed meat or carcass of any kind from any part of the world into the Trust Territory except:

(a) <u>Beef</u>: from the Continental United States, Hawaii, Guam, Fiji, Canada, Australia, New Zealand, and other countries free of exotic diseases provided that each shipment from non-listed countries is accompanied by a permit issued in advance by the Chief of the Trust Territory Agriculture Division.

(b) <u>Pork</u>: from the Continental United States, Hawaii, Guam, Canada, Australia and New Zealand.

(c) <u>Mutton (Sheep)</u>: from the Continental United States, Hawaii, Guam, Canada, Australia and New Zealand. (d) <u>Goat</u>: from the Continental United States, Hawaii, Guam, Canada, Australia and New Zealand.

(e) <u>Poultry Meat</u>: from the Continental United States, Hawaii, Guam, Canada, Australia, and New Zealand.

(f) <u>All other Meat</u>: from the Continental United States, Hawaii, Guam, Canada, Australia, and New Zealand.

3.5 <u>Passage Through Prohibited Areas</u>. It is prohibited to import ruminants and swine and fresh, chilled, frozen and/or unprocessed meat derived from them, from any part of the world into the Trust Territory if the carrier has landed, docked or anchored in any part of the world not listed in paragraph 3.4 after loading the animals and/or meat listed in this paragraph, except if an official seal is placed on the reefer or freezer and maintained to certify that such items have not been exposed between the point of origin and the Trust Territory.

3.6 <u>Semen and Living Serum</u>. It is prohibited to import semen or living animal serum produced in any part of the world into the Trust Territory except from the Continental United States, Hawaii, Guam, Canada, and New Zealand.

3.7 <u>Genital Diseases in Semen</u>. Any animal semen imported into the Trust Territory in accordance with paragraph 3.6 must be accompanied by a certificate issued by an Authorized Veterinarian in the country or area of origin certifying that the semen and the donor animal is free of genital diseases.

3.8. <u>Certificates for Ruminants and Swine</u>. In addition to such certificates as may be required elsewhere in this quarantine, all live ruminants and swine must be accompanied by the following certificates issued by an Authorized Veterinarian of the country or area of origin.

(a) General certificates of health indicating apparent freedom from infectious diseases, internal and external parasites.

(b) A certificate indicating that the animals concerned have been in the locality from which shipped at least sixty (60) days preceding shipment.

(c) Sheep - A certificate showing that the animals are free of evidence of the disease known as scrapie and that the animals have not been exposed to scrapie during the sixty (60) days preceding the issuance of the certificate.

(d) <u>Goats</u> - Certificate showing that the animals are free of evidence of the disease known as scrapie and that the animals have not been exposed to scrapie during the sixty (60) days preceding the issuance of the certificate. A certificate showing that the animals have been tested for brucellosis and tuberculosis with negative results within thirty (30) days of the issuance of the certificate.

(e) <u>Cattle</u> - A certificate showing that the animals have been tested for brucellosis, tuberculosis, anaplasmosis, and

leptospirosis with negative results within thirty (30) days of the issuance of the certificate.

(f) <u>Swine</u> - A certificate stating the following: That the animals originated in a non-quarantined area; the animals had a negative brucellosis test within thirty (30) days of issuance of certificate and that African Swine Fever has not been diagnosed in the country of origin.

All health certificates must be issued, and the inspections resulting in their issuance, must be performed within fifteen (15) days of the time the animals are shipped to the Trust Territory. Animals shall not be moved from said inspection area after issuance of the certificate except for purposes of immediate shipment to the Trust Territory.

3.9 Dogs and Cats. The following certificates issued by an authorized veterinarian or any licensed veterinarian must accompany, along with a Trust Territory Plant and Animal Quarantine Permit, all dogs and cats imported into the Trust Territory or transported from one district into another of the Trust Territory.

(a) Dogs and cats from rabies "Free" countries. The Chief of the Agriculture Division will maintain and publish a current listing as changes occur.

(1) A certificate showing that the animal originated in the exporting country.

(2) A certificate showing that the animal has been vaccinated with a killed (inactivated) rabies virus vaccine <u>or</u> a modified live virus vaccine more than thirty (30) days and less than ninety (90) days prior to entry into the Trust Territory.

(3) A certificate showing that the animal has been dipped or otherwise treated to free that animal of external parasites within five (5) days of the entry.

(4) A certificate showing that the animal is free from any signs of infectious or communicable disease.

(b) Dogs and cats from any other country or area of the world (except the Trust Territory):

(1) A certificate showing that the animal has been held one hundred twenty (120) days in agriculture quarantine facilities in Hawaii, Guam or Saipan.

(2) A certificate showing that the animal has been vaccinated with a killed (inactivated) rabies virus vaccine <u>or</u> a modified live virus vaccine more than thirty (30) days prior to entry into the Trust Territory.

(3) A certificate showing that the animal is free from any signs of infectious or communicable disease.

(4) A certificate showing that the animal has been dipped or otherwise treated to free that animal of external parasites within five (5) days of entry.

(c) Dogs and cats from the Trust Territory or those having been covered under 3.9 (a) and 3.9 (b) being moved from one district to another within the Trust Territory: Certificates for these animals may be issued by a Trust Territory Veterinarian or the District Agriculturist indicating that:

(1) The animal is free from any signs of infectious or communicable disease.

(2) The animal originated in the Trust Territory.

3.10. Quarantine of Imported Animals. Cattle imported into the Trust Territory from any part of the world must be held in quarantine in such Agriculture Quarantine Facilities as may be designated by an authorizing official for a period of thirty (30) days after arrival. All other domestic animals (except dogs and cats) including other ruminants, swine, horses, and poultry over sixty (60) days of age, being imported into the Trust Territory must be held in quarantine as above for fifteen (15) days. Conditions of quarantine will be as specified by a Trust Territory Authorizing Official.

3.11. Garbage Containing Animal Products. All garbage containing animal products from ships or planes whose voyage or flight originated in or passed through any part of the world except the Continental United States, Hawaii, Guam, or Trust Territory Pacific Islands must be held on board the ship or plane while in port, or incinerated under the supervision of an Agricultural Quarantine Inspector, or dumped at sea at least one (1) mile beyond the nearest outer reef. All galley garbage from ships and planes can be considered as containing animal products.

3.12. Bedding and Fodder. All bedding and fodder accompanying domestic animals imported into the Trust Territory must be dumped at sea at least one (1) mile beyond the reef or burned at the dock or airport of entry.

3.13. <u>Animal By-Product Livestock Feeds</u>. It is prohibited to import animal by-product livestock feeds such as tankage, blood meal, and bone meal from any part of the world into the Trust Territory except from the Continental United States, Hawaii, Guam, Canada, Australia, and New Zealand.

3.14. Disinfection. All blankets, harnesses, crates and other paraphernalia associated with imported animals will be subject to chemical disinfection at destination as determined by a Trust Territory Authorizing Official. If it has been determined that ships \circ planes have been used for transporting animals to other parts of the world within the preceding year, then chemical disinfection of the ship or plane may be required in accordance with instructions issued by a Trust Territory Authorizing Official. A disinfection fee may be charged.

3.15. <u>Disposition of Contraband</u>. Animals and animal products entered into the Trust Territory in contravention to the provisions of this quarantine may be returned to the country or area of origin, or elsewhere, at the owner's expense, destroyed by fire or other appropriate means, or allowed entry under the provisions of paragraph 3.10, if no pest or disease risk is evident to a Trust Territory Authorizing Official.

PART 4. QUARANTINE NO. 3 - OTHER ANIMALS

4.1. The entry into the Trust Territory of wild members of the species of animals covered in Part 3 and all related animals will be allowed only in conformance with the provisions of Part 1, 1.5.

4.2 The entry into or transport within the Trust Territory of all other animals including insects, snails, mammals, birds, reptiles, amphibians, fish and other lower animal organisms will be permitted only upon the issuance of a Plant and Animal Quarantine Permit by the Chief of Agriculture.

4.3. Psittacine Birds (Parrots, Parakeets, Macaws, etc.) and greater and lesser Indian hill mynahs are prohibited entry into the Trust Territory.

4.4. Monkeys are prohibited entry into the Trust Territory and movement from one island to another is prohibited.

PART 5. QUARANTINE NO. 4 - FRUITS AND VEGETABLES

5.1. <u>General.</u> It is prohibited to import into the Trust Territory or transport from one district of the Trust Territory into another, any fruits and vegetables except as further provided in this quarantine. Fruits and vegetables which have been cooked, canned, frozen, preserved or otherwise processed in such a manner as to preclude a pest or disease risk are not subject to the provisions of this quarantine. Fruits and vegetables which are imported into the Trust Territory or transported from one district of the Trust Territory to another for purposes of propagation rather than for purposes of consumption are subject to the provisions of Part 6.

5.2. Enterable Fruits and Vegetables. Fruits and vegetables are enterable into the Trust Territory from Australia, Japan, New Zealand, Ryukyu Islands and Taiwan provided they are imported in commercially packaged shipments, accompanied by a phytosanitary certificate issued by an appropriate government agency, indicating that the shipment is free of pests and diseases.

(a) <u>Australia</u> - celery, chives, garlic, leeks, bulb onions, carrots, broccoli, cauliflower, asparagus, apples, pears, turnips, Irish potatoes, green beans, dried beans, strawberries.

(b) <u>Continental United States</u> - All fruits and vegetables providing that such fruits and vegetables are maintained in their original commercial packages and are allowed movement under USDA quarantine regulations.

(c) Guam - Pineapple, radish, taro, betel-nut.

(d) Hawaiian Islands - Pineapple.

(e) Japan - (not including Volcano and Bonin Islands and the Ryukyu Islands) - celery. chives. leeks. onions, asparagus, burdock without tops, horseradish without tops, apples, pears, turnips without tops, green beans, dried beans, grapes, strawberries, plums, apricots, cherries, peaches, persimmons, pomegranates, chayote, garlic, ginger.

(f) <u>Nauru</u> - Breadfruit.

(g) New Zealand - all fruits and vegetables.

(h) <u>Ryukyu Islands</u> (Okinawa) - celery, chives, garlic, leeks, onions, arrowroot, asparagus, burdock without tops, ginger root, horseradish without tops, Irish potatoes, carrots.

(i) South America and Central - bananas, providing such bananas are imported from the United States and providing such bananas have been legally imported into the United States in accordance with U.S. Department of Agriculture Plant Quarantines and Regulations.

(j) <u>Taiwan (Formosa</u>) - celery, chives, garlic, leeks, bulb onions, arrowroot, asparagus, burdock without tops, ginger root, horseradish without tops, Irish potatoes, radish.

5.3 Additions to Enterable List. Fruits and vegetables from other parts of the world and additional fruits and vegetables from the countries listed above will be allowed entry into the Trust Territory providing written permission is given for each importation by the Chief of Agriculture. Written permission will be given by the Chief of Agriculture, when he and his field staff have determined that such fruits and vegetables offer no pest or disease risk to the Trust Territory. Such fruits and vegetables and their localities of origin will then be added to this Quarantine and will henceforth be enterable without restriction except that they will be subject to inspection and may be rejected entry if known to be, or suspected of, harboring pests or diseases.

5.4 Passage of Fruits and Vegetables Through Prohibited Areas. It is prohibited to import into the Trust Territory any fruits or vegetables after they have passed through areas known to be infested with the melon fly, Oriental fruit fly, coconut rhinoceros beetle or other pests not established in the Trust Territory, unless such fruits and vegetables are maintained in the original package and are accompanied by a certificate or any official document showing that such items have not been exposed between the point of origin and the Trust Territory.

(a) Citrus fruits produced in Palau and Yap District are allowed free movement between and among the islands in the Trust Territory except that such fruit is prohibited entry into Kusaie Island and any of the atolls.

(b) Coconuts may be moved within the Trust Territory without restriction providing the perianths (caps) have been removed and providing the coconuts have not sprouted.

(c) Marianas fruits and vegetables are prohibited entry into the rest of the Trust Territory.

PART 6. QUARANTINE NO. 5 - PROPAGATIVE MATERIAL

6.1 General. Living plants including cuttings, scions, clones, tubers, bulbs, roots or any other portion of a plant (except seeds) intended for propagation shall be permitted entry into the Trust Territory or movement from one district into another providing a Plant and Animal Quarantine Permit has been issued in accordance with Part 1, paragraph 1.5. Seeds, as such, are not subject to the provisions of this paragraph but are subject to the provisions of paragraph 6.2.

6.2 <u>Seeds</u>. Seeds of flower, grain (except paddy rice), vegetables, forage and green manure plants are enterable into the Trust Territory without restriction providing they are free of insects and disease symptoms and unadulterated with weed seeds. Tree and grass seeds and paddy rice are enterable into the Trust Territory and may be transported from one district to another in the Trust Territory only if accompanied by a Plant and Animal Quarantine Permit. Known weed seeds are prohibited entry into the Trust Territory.

6.3. <u>Prohibited Items from Abroad</u>. It is prohibited to import into the Trust Territory from any other part of the world any plant or any propagative and unprocessed part, including seeds, thereof of the following: coconut, Brazilian rubber (<u>Hevea</u>), <u>Colocasia</u>, taro, banana, citrus, cocoa, sweet potato, cassava, sugarcane, coffee, black pepper and breadfruit except that small quantities of propagative material of these plants may be brought into the Trust Territory by the government of the Trust Territory under a Plant and Animal Quarantine Permit and under conditions of post-entry quarantine for research purposes at Agriculture Quarantine Facilities.

6.4 <u>Prohibited and Restricted Movement of Propagative</u> <u>Materials Within Trust Territory</u>.

(a) Yam tubers and propagative parts, if sprouted, are prohibited movement from the Northern Mariana Islands and the Yap Islands proper into any other part of the Trust Territory except that these items can be moved without restriction between the Northern Mariana Islands and the Yap Islands proper.

(b) Coconuts may be moved within the Trust Territory without restriction providing the perianths (caps) have been removed and providing the coconuts have not sprouted.

(c) Banana and abaca propagative stock are prohibited movement from Saipan and Tinian into any other part of the Trust Territory

(d) It is prohibited to move <u>Colocasia</u> taro propagative stock from any part of the Trust Territory into Kusaie, Rota, Tinian and the Marshall Islands except that there will be no restriction on the movement of said materials between the islands listed.

(e) Citrus plants, cuttings and other propagative parts are allowed free movement within the Trust Territory except that it is prohibited to move such plants or propagative materials (except seeds) into Kusaie Island and any of the atolls.

PART 7. QUARANTINE NO. 6 - FLOWERS.

7.1 Cut flowers, flower leis, corsages, Christmas trees and floral wreaths are enterable into the Trust Territory or movement from one district of the Trust Territory into another district only if such items are surrendered to an agricultural Quarantine Inspector and found upon examination to be free of evidence of pests or plant disease symptoms.

PART 8. QUARANTINE NO. 7 CONSTRUCTION MATERIALS.

8.1. Unpeeled saw logs are prohibited entry into the Trust Territory. Peeled saw logs, lumber and wallboard are enterable into the Trust Territory only if examination by an Agricultural Quarantine Inspector reveals that no termites or boring insects are present in the logs or lumber. Wall and roof thatching materials including grass, cane and palm leaf fronds are prohibited entry into the Trust Territory. Such thatching materials may be moved from one district of the Trust Territory into another district only upon written permission by the Chief of Agriculture. Green and dry bamboo poles are prohibited entry into the Trust Territory except that dry bamboo poles and other bamboo products may be entered into the Trust Territory if the bamboo has been chemically treated, shellacked, varnished, lacquered or painted.

PART 9. QUARANTINE NO. 8 - STORED DRIED PRODUCTS

9.1 Stored dried products including rice, apices, other dried human food products, dried animal feeds and copra are enterable into the Trust Territory except that they may be refused entry if they are found infested with storage pest organisms.

PART 10. QUARANTINE NO. 9 - SOIL, SAND AND GRAVEL

10.1. It is prohibited to import into or transport from one district of the Trust Territory into another district any soil including compost, forest litter or soil around the roots of plants. It is further prohibited to move any of the above items from any of the high islands of the Trust Territory into any of the atolls or isolated coralline islands in the Caroline and Marshall Islands. Ocean, river, lake or quarry sand and gravel may be imported into and within the Trust Territory only if it is clean and unadulterated with soil or organic matter.

PART 11. QUARANTINE NO. 10 - PACKING MATERIAL

11.1. It is prohibited to import into the Trust Territory or transport from one district into another all packing materials except wood, wood shavings, sawdust, paper, processed fibers and materials not originating from plants and animals, except that clean sphagnum moss may be used as living plant packing material for imports into and within the Trust Territory. Among many conceivable packing materials covered by the above prohibition are sugar cane bagasse, rice straw, coconut

fronds and baskets and dried grass. It is further prohibited to move banana or abaca leaves or stalks used as packing or wrapping material from Saipan and Tinian to any other island in the Trust Territory.

PART 12. QUARANTINE NO. 11 - FRESH ANIMAL FEEDS AND BEDDING

12.1. Unless otherwise enterable under the provisions of Part 3, Quarantine No. 2, Part 4, Quarantine No. 3 and Part 5, Quarantine No. 4, it is prohibited to import into the Trust Territory all fresh animal feeds including grasses, plant leaves, legumes, sugarcane, corn stalks, hay, fruits, vegetables and freshmeat. It is further prohibited to import into the Trust Territory or to transport from one district to another in the Trust Territory any plant material and/or animal bedding accompanying animals being moved by ship or aircraft.

PART 13. QUARANTINE NO. 12 - GARBAGE

13.1 It is prohibited to import garbage into the Trust Territory. All garbage on board ships and aircraft entering the Trust Territory must be incinerated at the port of entry, kept on the carrier, or dumped at sea one (1) mile beyond the outer reef by the importing carrier.

Adopted Amendments to Regulations

TITLE 25 Animal and Plants Quarantine Controls Chapter II Quarantine Procedures and Controls

PART 1. GENERAL PROVISIONS

1.1. <u>Authority</u>. The regulations in this Chapter have been promulgated and issued by the Chief of Agriculture and approved by the High Commissioner in accordance with Section 2 of Chapter I, Title 25 of the Code of the Trust Territory, as amended. All previously issued Trust Territory Plant and Animal Quarantine Regulations are hereby cancelled and superseded by the regulations below. (Vol. 1 No. 3 pp 97-99)

1.2 Effective Date. Effective date of these regulations shall be 10 days after final publishing in the Territorial Register.

1.3. <u>Purpose</u>. The procedures and controls in this Chapter are designed to spell out the procedures and controls in the promulgation and enforcement of Plant and Animal Quarantines and to protect the agricultural industry and general well-being of the people of the Trust Territory.

PART 2. AGRICULTURAL QUARANTINE INSPECTORS

2.1. The Chief of Agriculture shall nominate and the High Commissioner shall appoint one or more Agricultural Quarantine Inspectors from each district who shall have the authority and responsibility for enforcing the provisions of the Trust Territory Plant and Animal Quarantines and Regulations.

PART 3. PERMITS

3.1. Plant and Animal Quarantine Permits are required as a condition of entry into the Trust Territory, or movement from one district to another of the Trust Territory, for those animals and plants covered in Part 3 and Part 6 of regulations under Title 25, Chapter 1, Plant and Animal Quarantine Administration and Enforcement of Emergency Measures. Application forms for Plant and Animal Quarantine Permits can be secured from any District Agriculturists or from the Chief of Agriculture, Trust Territory Headquarters, Saipan, Mariana Islands 96950. In the application form, the importer of plants and/or animals must write the names (common

English name if any and preferable scientific name) and quantities of each item to be imported or moved within the Trust Territory. The place of origin and destination of the plants and/or animals must also be specified in the application form.

3.2. Plant and Animal Quarantine Permits shall be issued only for those plants and animals which offer no pest or disease risk to the Trust Territory in the judgment of the person who issues the permit. Conditions under which the plants or animals will be allowed entry under permit will be specified on the permit and must be complied with, otherwise the permit becomes invalid.

3.3. In general, permits will be issued only for each separate importation; however, in special cases approved by the Chief of Agriculture, continuing permits for a stated period may be issued.

PART 4. INSPECTIONS

4.1. All animals and plants or parts thereof, entering the Trust Territory or transported within the Trust Territory are subject to inspection by Agricultural Quarantine Inspectors and may be refused entry into or movement within the Trust Territory if they are known to be or are suspected of being infected or infested with diseases or pests. In addition, all aircraft and vessels entering the Trust Territory or moving within the Trust Territory, and their cargoes including baggage, ship's stores and ballast, are subject to inspection by Agricultural Quarantine Inspectors for the purpose of enforcing the quarantines and procedures and controls. It shall be unlawful for anyone to interfere with or to refuse to submit to the above-mentioned inspections.

PART 5. MANIFESTS AND MOVEMENTS INFORMATION

5.1. Cargo manifests and other similar documents concerning aircraft and vessels traveling into or within the Trust Territory will be made available to the Agricultural Quarantine Inspectors upon request. Those authorities having information as to the movement of aircraft and vessels will furnish such information to Agricultural Quarantine Inspectors upon request.

5.2. In Transit Material. Any animal, plant, or other quarantinable material in transit through the Trust Territory on aircraft or vessels, will be kept aboard such aircraft or vessel under secured conditions while in port or on any island of the Trust Territory, unless such material is otherwise enterable. If it is necessary to transfer such quarantinable material from one vessel or aircraft to another, such transfer will be made under the direction of an Agricultural Quarantine Inspector, and with such safeguards as he deems necessary.

5.3. <u>Contraband Material</u>. Anything attempted to be entered into or transported within the Trust Territory in contravention to the quarantines and procedures and control will be seized by an Agricultural Quarantine Inspector and destroyed by fire or other appropriate means, or returned to its place of origin or out of the Trust Territory at the importer's expense.

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5.4. <u>Disinsectization</u>. Vessels and aircraft traveling into or within the Trust Territory and known to be, or which there are reasonable grounds to suspect of harboring insects or other agricultural pests will be subject to spraying with insecticides or such other treatment as may be deemed necessary by an Agricultural Quarantine Inspector before passengers, baggage, and cargoes are released.

5.5. Predeparture Inspections.

(a) For the purpose of preventing the spread of the Giant African Snail (<u>Acatina fulica</u>) and the Coconut Rhinoceros Beetle (<u>Oryctes Rhinoceros</u>) within the Truct Territory, it is prohibited for any aircraft or surface vessel to depart from any island within the Trust Territory where one or both of these pests are present enroute to any other island within the Trust Territory where one or both of these pests are not present unless a Predeparture Quarantine Certificate has been issued for the aircraft or surface vessel concerned.

(b) Predeparture Quarantine Inspection Certificates can be issued only by Agricultural Quarantine Inspectors employed by the Trust Territory of the Pacific Islands.

(c) For the purpose of determining when a Predeparture Quarantine Inspection Certificate is required, the following distribution of the Giant African Snail and the Coconut Rhinoceros Beetle will be considered as official: Giant African Snail - Northern Mariana Islands, Palau Islands, islands of Truk Lagoon and the island of Ponape and the small islands immediately surrounding Ponape; Coconut Rhinoceros Beetle - Palau Islands only.

(d) Predeparture Quarantine Inspection Certificates will be issued only after an inspection of the vessel and aircraft concerned and its cargo, baggage and stores by a Trust Territory Agricultural Quarantine Inspector.

(e) Predeparture quarantine inspections will be made prior to and/or after the loading of the vessel or aircraft at the discretion of the inspector. A cargo manifest must be presented to the inspector by the agents for the vessel or aircraft at least six hours before it is planned to load such cargo, and, at the request of the inspector, such cargo must be made available for inspection by the above-mentioned agents before being loaded on the vessel or aircraft.

(f) Any cargo, baggage, stores, vessel or aircraft determined to be contaminated with living stages of the Giant African Snail or the Coconut Rhinoceros Beetle must be cleaned by the owners or their agents to the satisfaction of the inspector before a Predeparture Quarantine Inspection Certificate will be issued. In cases where the cleaning of cargoes, stores, or baggage is impossible or impracticable, such cargoes, stores, or baggage will be offloaded if already on the vessel or aircraft, or will not be allowed on the ship or aircraft if inspection was made prior to loading; except that in cases where such infested cargoes, stores, or baggage are in transit through the Trust Territory to an area outside the Trust Territory or in transit through the Trust Territory to another part of the Trust Territory where the Coconut Rhinoceros Beetle and/or the Giant African Snail are present, a Predeparture Quarantine Inspection Certificate may be issued subject to special conditions incorporated in the certificate to ensure a minimum quarantine risk at the in-transit islands.

(g) All persons involved in the transport of materials within the Trust Territory must submit to and facilitate as far as possible the provisions of the preceding paragraphs of this Part (5.5). Such persons will normally involve vessel and aircraft crews, passengers, shippers, agents and Trust Territory employees charged with responsibilities regarding the loading, manifesting and clearance of vessels and aircraft within the Trust Territory.

(h) The foregoing provisions of this regulation in no way modify or reduce the responsibility of Agricultural Quarantine Inspectors and other Trust Territory officials for enforcing the Plant and Animal Quarantines and Plant and Animal Quarantine Procedures and Controls upon the arrival of a certified vessel or aircraft at a Trust Territory port.

PART 6. PENALTIES

6.1. Pursuant to Section 10, Chapter I of Title 25 of the Code of the Trust Territory any person violating any of the provisions of the foregoing Plant and Animal Quarantine Procedures and Controls shall be guilty of a misdemeanor and upon conviction thereof shall be imprisoned for a period of not more than six (6) months, or fined not more than fifty dollars (\$50) or both.

Adopted Amendments

to Regulations Title 77 Taxation and Finance Chapter II

Taxes on Salaries Wages and Gross Revenues of Businesses

PART 12. Wages and Salaries of Employees Subject to Taxation.

This part is amended by adding the following Paragraph 12.3 to the existing regulations.

12.3 Apportionment of Wages within and without the Trust Territory.

a. <u>Trust Territory Government Employees</u>. Wages and salaries paid employees of the Trust Territory Government, its agencies, commissions, boards, authorities or any other governmental units are attributable to personal services performed or rendered within the Trust Territory and no apportionment is appropriate.

b. Employees of Private Employers. Wages and salaries paid to employees of private employers are attributable to personal services rendered within the Trust Territory including paid absences from permanent job location (vacations, sick leaves, educational leaves, and holidays) which are immediately preceded and followed by full time paid employment within the Trust Territory, unless such paid absence exceeds one hundred eighty (180) consecutive days. Taxes collected on wages for paid absences exceeding one hundred eighty days and paid absences not followed by a return to full time paid employment within the Trust Territory will be apportioned for the period commencing with first day the employee departed the Trust Territory after the application for apportionment has been approved.

PART 20. Records

20.1 <u>Records Necessary to Substantiate Tax on Gross</u> <u>Revenues of Businesses</u>. For the purpose of ascertaining the correctness of any return, making a return where none has been made, or determining the liability of any person or business for gross revenue tax the following records constitute the minimum documentation and supporting data:

(a) Every business shall keep;

(1) A daily record of all cash receipts showing: date, total cash receipts, cash sales, payments on accounts receivable and miscellaneous receipts. Supporting documents comprised of cash register tapes, sales slips, receipts, and other documents

relating to cash received shall be retained in chronological sequence for examination.

(2) A daily record of credit sales showing: date, name of purchaser, invoice/receipt number, amount, and discount (if applicable). Supporting documents consisting of sales invoices or receipts shall be retained in chronological sequence for examination.

(3) A daily record of cash disbursements showing: date, payee, invoice number, amount, discount (if applicable), and purpose of payment. Supporting documents consisting of cancelled checks, receipts, invoices, or other evidence of cash disbursed shall be maintained in chronological sequence for examination.

(4) The business may substitute a check register for the cash disbursement record if all purchases are made by check and all cash receipts are deposited intact to the checking account. The supporting documentation will still be required.

(b) Partnership. Every business shall maintain the records and documents required of a sole proprietor and in addition every business shall keep;

A General Journal with daily entries showing: date, debit account titles, credit account titles, amount, a concise written description of all transactions, and a posting reference showing entries by page number to the Cash Receipts Journal, Sales Journal, and Cash Disbursements Journal. Supporting documents will be the same documents used for cash receipts, cash disbursements, and credit sales and other appropriate documents.

(c) Corporation. Every corporation shall keep the records and documentation required for both sole proprietors and partnerships. In addition every corporation shall keep;

(1) A General Ledger with a separate page for each account showing: month, debit and credit monthly totals, and a posting reference showing the source of the entry.

(2) An accounts receivable subsidiary ledger with separate pages (or cards) for each account showing: date, posting reference, description, debit and credit amounts, and a cumulative balance.

(3) An accounts payable ledger showing: date, vendor's name, invoice number, amount, payments made on account, and a cumulative balance. Supporting documents shall consist of purchase orders, bills of lading, shipping invoices, and other documentation evidencing payments on account.

(4) A balance sheet and a profit and loss statement covering the preceding twelve months prepared annually at the close of its fiscal year.

20.2 <u>Records Necessary to Substantiate Taxes Withheld</u>. For the purpose of ascertaining the correctness of any return, making a return where none has been made, or determining the liability of any employer for withholding tax on wages and

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salaries the following records constitute the minimum documentation and supporting data required:

(a) Every employer shall keep a payroll ledger for each employee showing: date salary paid, employee's name, hours worked, rate of pay, gross salary, withholding tax, social security tax, salary advances, credits to sales for employee credit purchases, other deductions, and the net salary paid. Supporting documents shall consist of daily time sheets, cash receipts vouchers, credit sales invoices, and other supporting documents.

(b) Every employer shall keep a record of all money expended for personal services showing: date, nature of expense, gross amount, deductions, net amount paid. Supporting documents shall consist of the same data as required for the payroll ledger.

20.3 Appearance and Content of Required Records. Every business or employer required to keep specified records for the purpose of substantiating tax returns shall make record entries in chronological sequence, all entries will be made in ink, no entry shall be erased or obliterated. Corrections to required journals and ledgers will be made by lining through the original entry and making a new correct entry. All entries to required journals and ledgers will be totalled at the end of each page or each complete month's transactions, whichever occurs first.

20.4 <u>Failure to Keep and Maintain Accurate Records</u>. All businesses and employers failing to keep and maintain accurate records required to substantiate tax returns will be notified in writing by the Director of the precise areas in which they are deficient. When a subsequent examination reveals that the deficiency has not been corrected, the Director will proceed to protect the interests of the Trust Territory as provided under Sections 155 and 264, Title 77 of the Trust Territory Code.

PART 21. Surtax on Wages and Salaries

21.1 <u>Collection and Distribution of Surtax</u>. The Director of Finance shall assess, levy, collect and distribute any surtax on wages and salaries to the appropriate district treasury based on the designated permanent job location to which an employee is assigned. Temporary assignment to another location for periods of less than one hundred eighty (180) consecutive days will not be considered as changes to the designated permanent job location.

PART 22. Surtax on Gross Revenues of Businesses

22.1 <u>Collection and Distribution of Surtax</u>. The Director of Finance shall assess, levy, collect and distribute surtax on gross revenues of businesses to the appropriate district treasury based on the district in which the gross revenue is earned.

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Adopted Regulations Title 45 Fish, Shellfish and Game Chapter 5 Endangered Species

Part 1

1.1 The endangered species of the Trust Territory and their ranges in the Trust Territory are as listed below:

Common Name	Scientific Name	Range in Trust Territory*
Mammals		
Dugong (Sea Cow)	Dugong dugon	Palau
Blue Whale	Balaenoptera musculus	Micronesia
Sperm Whale	Physeter catadon	Micronesia
Birds		
Marianas Duck	Anas ousteleti	Marianas
Palau Grey Duck	Anas superciliosa pelewensis	Palau
Micronesian Megapode	Megapodius laperouse	Palau and Marianas
Palau Nicobar Pigeon	Caloenas nicobarica pelewensis	Palau
Palau Ground-Dove	Gallicolumba canifrons	Palau
Truk Micronesian Pigeon	Ducula oceanica teraokai	Truk
Ratak Micronesian Pigeon	Ducula oceanica ratakensis	Wotje and Arno (Marshall Is.)
Palau Owl	Pyrroglaux podargina	Palau
Nightingale Reed- Warbler	Acrocephalus luscinia	Marianas, Truk, Ponape, Kusaie
Tinian Monarch	Monarch takatsukasae	Tinian (Marianas)

*Ranges listed are geographic - not political subdivisions

Palau Fantail	Rhipidura lepida	Palau
Truk Greater White-eye	<u>Rukia ruki</u>	Truk
Ponape Greater White-eye	Rukia longirostra (= R. sanfordi)	Ponape
Palau Blue-Faced Parrot finch	Erythrura trichroa pelewensis	Palau

Ponape Mountain Starling	Aplonis pelzelni	Ponape
Palau White- breasted Wood swallow	Artamus leucorhynchus pelewensis	Palau
Marianas Crow	Corvus kubaryi	Rota (Marianas)
Reptiles		
Hawksbill Turtle	Eretmochelys imbricata	Micronesia
Leatherback Turtle	Dermochelys coriacea	Micronesia
Plants		
Rock Island Palm	Gulubia palauensis	Palau
Truk Palm	Clinostigma carolinensis	Truk
Palau Palm	Ptychosperm palauensis	Palau
Truk Poison Tree	Semeacarpus kraemeri	Truk
Marianas Serianthes	Serianthese nelsonii	Rota (Marianas)

Adopted Regulations **Title 63 Public Health, Safety and Welfare Chapter 17 Milk and Milk Products**

PART 1. GENERAL PROVISIONS.

1.1 <u>Authority and Scope</u>. The rules and regulations in this Chapter have been prepared by the Director of Health Services and promulgated by the High Commissioner of the Trust Territory of the Pacific Islands in accordance with Title 63 of the Trust Territory Code. These regulations shall have the force and the effect of Law and shall be binding on all natural persons and other legal entities subject to the jurisdiction of the Trust Territory of the Pacific Islands.

1.2 <u>Definitions</u>. The following definitions shall apply in the interpretation and the enforcement of this chapter.

A. <u>Milk</u> – Milk is hereby defined to be the lacteal secretion, practically free from colostrum, obtained by the complete milking of one or more healthy cows, which contains not less than 8.25 percent milk solids-not-fat and not less than 3.25 percent milkfat. Milkfat or butterfat is the fat of the milk.

A.1 <u>Goat Milk</u> – Goat Milk is the lacteal secretion, practically free from colostrum, obtained by the complete milking of healthy goats. The word "milk" shall be interpreted to include goat milk.

B. Cream – Cream is the sweet, fatty liquid separated from milk, with or without the addition of milk or skim milk, which contains not less than 18 percent milkfat.

B.1 Light Cream. Coffee Cream or Table Cream – Light Cream, Coffee Cream or Table Cream is cream which contains not less than 18 percent but less than 30 percent milkfat.

B.2. Whipping Cream. Whipping Cream is cream which contains not less than 30 percent milkfat.

B.3. <u>Light Whipping Cream</u>. Light Whipping Cream is cream that contains not less than 30 percent but less than 36 percent milkfat.

B.4. <u>Heavy Cream or Heavy Whipping Cream Heavy Cream or</u> Heavy Whipping Cream is cream which contains not less than 36 percent milkfat.

B.5. Whipped Cream. Whipping Cream is whipping cream into which air or gas has been incorporated. Optional ingredients as defined in this section may be added.

B.6. <u>Whipped Light Cream</u> – Whipped Coffee Cream or Whipped Table Cream – Whipped Light Cream, Coffee Cream, or Table Cream is cream into which air or gas has been incorporated. Optional ingredients as defined in this section may be added.

B.7. <u>Sour Cream or Cultured Sour Cream.</u> Sour Cream or Cultured Sour Cream is a fluid or semifluid cream resulting from the souring, by lactic acid producing bacteria or similar culture, or pastuerized cream, which contains not less than 0.2 percent percent acidity expressed as lactic acid.

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B.8 <u>Reconstituted</u> or <u>Recombined Half</u> and <u>Half</u>-Reconstituted or Recombined Half and Half is a product resulting from the combination of reconstituted milk or reconstituted milk or reconstituted milk or reconstituted cream, which contains not less than 10.5 percent milkfat.

C. <u>Half and Half</u> - Half and Half is a product consisting of a mixture of milk and cream which contains not less than 10.5 percent milkfat.

C.1 Sour Half and Half or Cultured Half and Half - Sour Half and Half or Cultured Half and Half is fluid or semifluid half and half derived from the souring, by lactic acid producing bacteria or similar culture, of pasteurized half and half, which contains not less than 0.2 percent acidity expressed as lactic acid.

D. <u>Reconstituted or Recombined Milk-Reconstituted or</u> Recombined Milk is a product which results from the combination of nonfat dry milk, dry cream, milkfat with potable water and which complies with the standards for milkfat and solids not fat of milk as defined in this section.

D.1 <u>Reconstituted or Recombined Milk Products</u> Reconstituted or RecombinedMilk Products shall mean milk products defined in this section which result from the recombining of milk constituents with potable water.

D.2 <u>Reconstituted or Recombined Cream</u> - Reconstituted or Recombined Cream is a product which results from the combination of dry cream, milkfat, with cream, skim milk, or potable water and which complies with the milkfat standards of cream as defined in this section.

D.3 <u>Reconstituted or Recombined Skim Milk</u> - Reconstituted or Recombined Skim Milk is a product which results from the recombining of skim milk constituents with potable water, and which contains not less than 8.25 percent milk solids not fat.

D.4. <u>Partially Reconstituted or Recombined Skim Milk</u> – Partially Reconstituted or Recombined Skim Milk is a fluid product, unsterilized and unsweetened, resulting from the recombining of nonfat dry milk, butter and/or anhydrous

milkfat with potable water to make a partially reconstituted or recombined milk. When further recombined with potable water, in accordance with instructions printed on the container, the resulting product conforms with the standards for milkfat and solids not fat for milk as defined in this section.

E. <u>Concentrated Milk</u> – Concentrated Milk is a fluid product, unsterilized and unsweetened, resulting from the removal of a considerable portion of the water from milk, which when combined with potable water, results in a product conforming with the standards for milkfat and solids not fat of milk as defined in this section.

E.1 <u>Concentrated Milk Products</u> – Concentrated milk products shall be taken to mean and to include homogenized concentrated milk, vitamin D concentrated milk, concentrated milk, concentrated skim milk, fortified concentrated skim milk, concentrated lowfat milk, fortified concentrated lowfat milk, concentrated products (flavored milk), and similar concentrated products made from concentrated milk or concentrated skim milk, and which, when combined with potable water in accordance with instructions printed on the container, conform with the definitions of the corresponding milk products in this section.

E.2 <u>Frozen Milk Concentrate</u> - Frozen Milk Concentrate is a frozen milk product whose composition of milkfat and milk solids not fat is such that when a given volume of concentrate is mixed with a given volume of potable water the reconstituted product conforms to the milkfat and milk solids not fat requirements of whole milk. In the manufacturing process, potable water may be used to adjust the primary concentrate to the final desired concentration. The adjusted primary concentrate is pasteurized, packaged and immediately frozen. This product is stored, transported and sold in the frozen state.

F. <u>Skim Milk or Skimmed Milk</u> - Skim Milk or Skimmed Milk is milk from which sufficient milkfat has been removed to reduce its milkfat content to less than 0.5 percent.

F.1 <u>Defatted Milk</u> - Defatted Milk is milk which contains not more than 0.1 percent milk.

G. <u>Lowfat Milk</u> - Lowfat Milk is milk from which a sufficient portion of milkfat has been removed to reduce its milk-content to not less than 0.5 percent and not more than 2.0 percent.

H. <u>Vitamin D Milk and Milk Products</u> - Vitamin D Milk and Milk Products are milk and milk products, the vitamin D content of which has been increased to at least 400 U.S.P. units per quart by a method approved by the Director.

I. Fortified Milk and Milk Products - Fortified Milk and Milk Products are milk and milk products other than vitamin D milk and milk products, the vitamin and/or mineral content of which have been increased by a method and in an amount approved by the Director.

J. <u>Homogenized Milk</u> - Homegenized Milk is milk which has been treated to insure breakup of the fat globules to such an extent that, after 48 hours quiescent storage at 45 degrees F., no visible cream separation occurs on the milk and the fat percentage of the top 100 milliliters of milk in a quart, or of proportionate volumes in containers of other sizes, does not differ by more than 10 percent from the fat percentage of the remaining milk as determined after thorough mixing. The word "milk" shall be interpreted to include homogenized milk.

K. <u>Flavored Milk or Milk Products</u> - Flavored Milk or Milk Products shall mean milk products as defined in this chapter to which has been added a flavor and/or sweetner.

K.1. Eggnog Flavored Milk - Eggnog Flavored Milk is a milk product consisting of a mixture of at least 3.25 percent milkfat, at least 0.5 percent egg yolk solids, sweetener, and flavoring. Emulsifier and a maximum of 0.5 percent stabilizer may be added.

K.2 Eggnog - Eggnog is a milk product consisting of a mixture of milk or milk products of at least 6.0 percent milkfat, at least 1.0 percent egg yolk solids, sweetener and flavoring. Emulsified and not over 0.5 percent stabilizer may be added.

K.3 Eggnog Flavored Lowfat Milk - Eggnog Flavored Lowfat Milk is a milk product consisting of a mixture of not less than 0.5 percent nor more than 2.0 percent milkfat, at least 0.5 percent egg yolk solids, sweetener, and flavoring. Emulsifier and a maximum of 0.5 percent stabilizer may be added.

L. <u>Buttermilk</u> - Buttermilk is a fluid product resulting from the manufacture of butter from milk or cream. It contains not less than 8.25 percent of milk solids not fat.

L.1 <u>Cultured Buttermilk</u>- Cultured Buttermilk is a fluid product resulting from the souring, by lactic acid producing bacteria or similar culture, or pasteurized skim milk, pasteurized lowfat milk or pasteurized defatted milk.

M. <u>Cultured Milk, Cultured Milk Products or Cultured Whole</u> <u>Milk Buttermilk</u> - Cultured Milk, Cultured Milk Products or Cultured Whole Milk Buttermilk is a fluid product resulting from the souring, by lactic acid producing bacteria or similar culture, or pasteurized milk or milk products.

M.1 Yogurt - Yogurt is a product resulting from the souring of pasteurized milk or pasteurized lowfat milk or pasteurized skim, and nonfat dry milk by lactic acid producing bacteria or similar culture.

N. Acidified Milk and Milk Products. Acidified milk and milk products are milk and milk products obtained by the addition of food grade acids to pasteurized cream, half and half, milk, lowfat milk, or skim milk, resulting in a product acidity of not less than 0.2 percent expressed as lactic acid.

N.1 <u>Imitation Milk</u> - Imitation Milk is a fluid product in which there is combined one or more edible fats or oils with not less than 8.25 percent of milk solids not fat derived from Grade

AA defatted milk or a combination of potable water and Grade A or ungraded nonfat dry milk. Imitation milk shall contain not less than 3.25 percent by weight of edible fats or

oils other than milkfat. Imitation milk may contain one or more of the optional ingredients specified in paragraph N-3 in amounts necessary to accomplish the intended purpose of their use; except that if Vitamin A is used, it is used in such quantity that 8 fluid ounces of the finished product contain not less than 500 U.S.P. units and, when Vitamin D is used, it is used in such quantity that the finished product contains not less than 100 U.S.P. units.

N.2 <u>Imitation Milk Products</u> - Imitation Milk Products mean and include any combination of edible fats or oils other than milkfat with milk solids not fat derived from Grade AA defatted milk or a combination of potable water and Grade A or ungraded nonfat dry milk so that the resulting product is in semblance or imitation of one or another of the dairy products listed in paragraph 0 of Part 1.2 and such others as may be designated by the Director.

With respect to each particular imitation milk product, edible fats or oils other than milkfat shall be present in the same minimum proportion as the minimum milk requirement for the milk product in semblance or imitation of which it is made. Each particular product shall contain not less than the minimum proportion of milk solids not fat as is present in the milk product in semblance of which the imitation milk product is made.

Imitation milk products may contain one or more of the optional ingredients in paragraph N-3 in amounts not in excess of the amount necessary to accomplish the intended purpose of their use.

N.3 Optional Ingredients for Use in Imitation Milk or Imitation Milk Products. These Optional Ingredients shall mean and include stabilizers, emulsifiers, color additives, diacetyl and other like flavors, vitamins, minerals, and other similar ingredients.

O. Milk Products include cream, light cream, coffee cream, table cream, whipping cream, whipped cream, whipped light cream, whipped coffee cream, whipped table cream, sour cream, cultured sour creams, half and half, sour half and half. cultured half and half, reconstituted or recombined half and half, reconstituted or recombined milk and milk products, concentrated milk, concentrated milk products, frozen milk concentrate, skim milk, skimmed milk, defatted milk, lowfat milk, Vitamin D milk and milk products, fortified milk and milk products, flavored milk or milk products, eggnog flavored milk, eggnog flavored lowfat milk and buttermilk, cultured buttermilk, cultured milk products, cultured whole milk buttermilk, acidified milk and milk products, imitation milk and imitation milk products, flavored skimmed, flavored reconstituted milk, flavored reconstituted or recombined skimmed milk, reconstituted or recombined cream, reconstituted or recombined skim milk, partially reconstituted or recombined milk, partially reconstituted or recombined skim milk, yogurt, and any other product made by the addition of any substance to milk, or to any of these milk products, and used for similar purposes, and designed as a milk product by the Director after an analysis of the ingredients of the product.

This definition is not intended to include such products as sterilized milk and milk products hermetically sealed in a container and so processed, either before or after sealing, as to prevent microbial spoilage, or evaporated milk, condensed milk, ice cream and other frozen desserts, butter, dry milk products (except as defined in this section), or cheese except when they are combined with other substance to produce any pasteurized milk or milk product defined in this section.

P. <u>Grade A Dry Milk Products</u> - Grade A Dry Milk Products are milk products which have been produced for use in Grade A pasteurized milk products and which have been manufactured under the provisions of Grade A Dry Milk Products Recommended Sanitation Ordinance and Code for Dry Milk Products used in Grade A Pasteurized Milk Products, Supplement 1 to the Milk Ordinance and Code - 1953 Recommendations of the Public Health Services, U.S. Department of Health, Education and Welfare.

Q. Optional Ingredients - Optional Ingredients include Grade A or ungraded dry milk products, concentrated milk, concentrated milk products, flavors, sweeteners, stabilizer, emulsifiers, acidifiers, vitamins, minerals, and similar ingredients.

R. Adulterated Milk and Milk Products - Any milk or milk product shall be deemed to be adulterated (1) if it bears or contains any poisonous or deleterious substance in a quantity which may render it injurious to health; (2) if it bears or contains any added poisons or deleterious substance or which no safe tolerance has been established by State or Federal regulation, or in excess of such tolerance if one has been established; (3) if it consists, in whole or in part, of any substance unfit for human consumption; (4) if it has been produced, processed, prepared, packed or held under insanitary conditions; (5) if its container is composed, in whole or in part, of any poisonous or deleterious substance which may render the contents injurious to health; Or (6) if any substance has been added thereto or mixed or packed therewith so as to increase its bulk or weight, or reduce its quality or strength, or make it appear better or of greater value than it is.

R.1 <u>Misbranded Milk and Milk Products</u> - Milk and Milk Products are misbranded (1) when their containers bear or accompany any false or misleading written printed or graphic matter; (2) when such milk and milk products do not conform to their definitions as contained in this chapter; and (3) when such products are not labeled in accordance with Part 1.5 of this chapter.

S. <u>Pasteurization</u> - The term "pasteurization", "pasteurized," and similar terms shall mean the process of heating every particle of milk or milk product to at least 145 degrees F. and holding it continously at or above this temperature for at least 30 minutes, or to at least 161 degrees F. and holding it continously at or above this temperature for at least 15 seconds, in equipment which is properly operated and approved by the Director; provided that milk products which have a higher milkfat content than milk and/or contain added sweeteners shall be heated to at least 150 degrees F. and held

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continuously at or above this temperature for at least 30 minutes, or to at least 166 degrees F. and held continously at or above this temperature for at least 15 seconds; provided further that nothing in this definition shall be construed as barring any other pasteurization process which has been recognized by the United States Public Health Service to be equally efficient and which is approved by the Director.

T. <u>Sanitization</u> is the application of any effective method or substance to a clean surface for the destruction of pathogens, and of other organism as far as is practicable. Such treatment shall not adversely affect the equipment, the milk or milk product or the health of consumer, and shall be acceptable to the Director.

U. <u>Milk Producer</u> - A milk producer is any person who operates a dairy farm and provides, sells or offers any milk for sale to a milk plant, receiving station, or transfer station.

V. <u>Milk Hauler</u> - A milk hauler is any person who transports raw milk and/or raw milk products to or from a milk plant, a receiving or transfer station.

W. <u>Milk Distributor</u> - A milk distributor is any person who offers for sale or sells to another any milk or milk products.

X. <u>Director</u> - Director means the Director of Health Services of the Trust Territory of the Pacific Islands or his duly authorized agent or representative.

X.1 <u>Department</u> - Department means the Department of Health Services of the Trust Territory of the Pacific Islands.

Y. Dairy Farm - A dairy farm is any place or premises where one or more cows or goats are kept, and from which a part of all of the milk or milk product is provided, sold, or offered for sale to a milk plant, transfer station, or receiving station.

Z. <u>Milk Plant and/or Receiving Station</u> - A milk plant and/or receiving station is any place, premises, or establishment where milk or milk products are collected, handled, processed, stored, pasteurized, bottled, or prepared for distribution.

Z.1 <u>Transfer Station</u> - A transfer station is any place, premises, or establishment where milk or milk products are transferred directly from one transport tank to another.

A.A. <u>Official Laboratory</u> - An official laboratory is a biological, chemical or physical laboratory of any departments or agency of the Trust Territory of the Pacific Islands.

B.B <u>Person</u> - The word "person" shall mean any individual, plant operator, partnership, corporation, company, firm, trustee, cooperative or association.

C.C <u>And/or</u> - Where the term "and/or" is used, "and" shall apply where appropriate, otherwise "or" shall apply.

1.3 <u>Adulterated or Misbranded Milk or Milk Products</u>: No person shall, within the Trust Territory, produce, provide, sell, offer, or expose for sale, or have in possession with intent to

sell any milk or milk which is adulterated, or misbranded. No person shall sell, offer, or have in his possession with intent to sell, any ungraded milk or milk products or imitation milk or imitation milk products.

Any adulterated or misbranded milk or milk product may be impounded, by the Director and disposed of in accordance with applicable laws or regulations.

1.4 Permits:

A. <u>Permit</u> - It shall be unlawful for any person who does not possess a permit from the Director to bring into, send into, or receive into the Trust Territory for sale, or to sell, or offer for sale therein, or to have in storage any milk or milk products, provided that grocery stores, restaurants, soda fountains, and similar establishments where milk or milk products are served or sold at retail, but not processed and/or imported, are exempted from the requirements of this section.

Only a person who complies with the requirements of this chapter shall be entitled to receive and retain such a permit. Permits shall not be transferable with respect to person and/or locations.

B. <u>Issuance of Permit</u> - Every milk producer, milk hauler, milk distributor, and each milk plant, receiving station and transfer station operator shall secure a permit by making a written application on forms provided by the Director.

Upon receipt of such an application, the Director shall make an inspection of the establishment and analyze milk and milk products to determine compliance with the requirements of this chapter. When inspection and analysis of the milk and milk products reveal that the applicable requirements of this chapter have been met, a permit shall be issued to the applicant by the Director.

C. Suspension of Permit The Director may suspend such permit whenever he has reason to believe that a health hazard exists or whenever the permit holder has violated any of the requirements of this Chapter, or whenever the permit holder has interfered with the Director in the performance of his duties. When the alleged violation creates or appears to create an imminent hazard to the public health, or in any case of willful refusal to permit authorized inspection, the Director may immediately suspend such permit prior to a hearing on the issues. The notice of immediate suspension must be in writing and must inform the permit holder of the reason for the suspension and must notify of the time and place of a hearing wherein he may present evidence in opposition to the suspension. The hearing must be held within 48 hours of the service on the permit holder of the notice of suspension. In all other cases of alleged violation, the Director shall serve upon the permit holder a written notice of intent to suspend such permit, which notice shall specify with particularity the violation in question and afford the holder such reasonable opportunity to correct the violation as may be agreed to by the parties or, in the absence of agreement, as may be fixed by the Director. If

the violation is not corrected to the satisfaction of the Director within a reasonable time, the Director shall set the matter for hearing on notice of intent to suspend the permit. The permitee shall be informed of the time and place of the hearing and afforded an opportunity to present evidence in opposition to the proposed suspension prior to the issuance of an order of suspension.

D. <u>Reinstatement of Suspended Permit</u> - Upon written application of any person whose permit has been suspended, the Director shall within 72 hours thereof, conduct a hearing on such application and shall provide an opportunity for applicant to present evidence on the issues. Following the hearing the Director may affirm, modify or rescind the order of suspension.

E. <u>Revocation of Permit</u> - The Director may give notice of intent to revoke a permit for the violations stated in the notice together with a notice of the time and place where a hearing will be held on the alleged violations. The permitee must have an opportunity to present evidence in opposition to the revocation. After the hearing the Director may affirm, modify or revoke the permit.

F. <u>Sale of Grade B Raw Milk for Manufacturing Purposes</u> - Any milk producer whose permit has been suspended may sell his milk as Grade B raw milk for manufacturing purposes for such products as cheese, ice cream, and other frozen desserts and frozen dairy products, at the approval of the Director.

1.5 Labeling:

A. <u>Labeling of Milk and Milk Products</u> - All bottles, containers, and packages enclosing milk or milk products defined in Section 1 of this chapter shall be conspicuously labeled or marked with.

1. The name of the contents as given in the definition in this chapter.

2. The word "reconstituted" or recombined" if the product is made by reconstitution or recombination.

3. The grade of the contents which shall immediately precede or follow the name of the contents whenever the latter appears on the container.

4. The word "pasteurized" if the contents are pasteurized and the identity of the plant where pasteurized.

5. The word "raw" if the contents are raw and the name or other identity of the producer.

6. The designation "Vitamin D" and the number of U.S.P. units per quart in the case of vitamin D milk or milk products. 7. The volume or proportion of potable water to be added for recombining in the case of concentrated milk or milk products.

8. The words "nonfat dry milk added" and the percentage added if such "nonfat dry milk" has been added, except that the requirement shall not apply to reconstituted or recombined milk or milk products.

9. If artificial sweeteners are used, the words "artificially sweetened" in the name and the statement "Contains....

saccharin (or saccharin salt, as the case may be), a non-nutritive, artificial sweetener which should be used only by persons who must restrict their intake of ordinary sweets." 10. The common names of vegetable oils or fats stabilizers, distillates and other ingredients

Other Identity Labeling Requirements Are:

1. The identity of the milk producer shall be required on cans delivered to a milk plant which receives only Grade AA raw milk for pasteurization, and which immediately dumps, washes, and returns the cans to the milk producer.

2. The identity of both milk producer and the grade shall be required on cans delivered to a milk plant which receives both Grade AA raw milk for pasteurization and Grade B raw milk for manufacturing purposes, and which immediately dumps, washes, and returns the cans to the milk producer.

3. In the case of concentrated milk products, the specific name of the product shall be substituted for the generic term "Concentrated milk products," e.g. "homogenized concentrated milk," "concentrated skim milk," "concentrated chocolate milk," "concentrated chocolate flavored lowfat milk."

4. In the case of flavored milk or flavored reconstituted milk, the name of the principal flavor shall be substituted for the word "flavored."

5. In the case of cultured milk and milk products, the special type culture used may be substituted for the word "cultured," e.g. "acidophilus buttermilk," "Bulgarian buttermilk," and "yogurt".

6. In the case of Imitation Milk or Imitation Milk Products, (a) specific name of each product. the e.g. "IMITATION -----," the blank to be filled by the name of the dairy product in semblance or imitation of which the imitation milk product is made and (b) a list of the common names of each of the ingredients. However, when Grade AA defatted milk, Grade A nonfat dry milk or Ungraded non-fat dry milk is used as an ingredient, the words "Grade AA defatted milk", "Grade A nonfat dry milk," or "Ungraded nonfat dry milk", as the case may be, shall be indicated in the ingredient statement in letters of uniform size and importance relative to each of the ingredients and in no case may the words "Grade A" or "Grade AA" be printed so as to be misleading.

B. <u>Identity of Vehicles and Tanks</u> - All vehicles and transport tanks containing milk or milk products shall be legibly marked with the name and address of the milk plant or hauler in possession of the content.

Tanks transporting raw milk and milk products to a milk plant from sources of supply not under the routine supervision of the Director are required to be marked with the name and address of the milk plant or hauler and shall be sealed; in addition, for each such shipment, a shipping statement shall be prepared containing at least the following information.

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1. Shipper's name, address and permit number.

2. Permit number of hauler, if not employee of shipper.

3. Point of origin of shipment.

4. Tanker identity number.

5. Name of product.

6. Weight of product.

7. Grade of product.

8. Temperature of product.

9. Date of shipment.

10. Name of the superivsing health authority at the point of origin.

11. Whether the contents are raw, pasteurized, or otherwise heat treated.

Such statement shall be prepared in triplicate and shall be kept on file by the shipper, the consignee, and the carrier for a period of 6 months for the information of the Director.

C. <u>Misleading Labels</u> - The labeling information which is required on all bottles, containers or packages of milk or milk products shall be in letters of an acceptable size, kind, and color satisfactory to the Director and shall contain no marks or words which are misleading.

D. <u>Prevention of Partial Homogenization</u> - Homogenization of milk or homogenized cream shall not be mixed with milk, skim milk, or cream which has not been homogenized, unless the product is labeled "homogenized" and conforms with the standards for homogenization in Part 1.2 (J) of this chapter.

1.6 Inspection of Dairy Farms and Milk Plants:

A. Inspection Frequency - Each dairy farm, milk plant, receiving, station, and transfer station whose milk or milk products are intended for consumption within the Trust Territory of the Pacific Islands shall be inspected by the Director prior to the issuance of a permit. Following the issuance of a permit, each dairy farm and transfer station shall be inspected at least once every six (6) months and each milk plant and receiving station shall be inspected at least once every three (3) months, Should the violation of any requirements set forth in Part 1.8 of this chapter be found to exist on an inspection, a second inspection shall be required after the time deemed necessary to remedy the violation, but not before three (3) days; this second inspection shall be used to determine compliance with the requirements of Part 1.8 of this chapter. Any violation of the same requirement of Part 1.8 on such second inspection shall be subject to permit suspension in accordance with Part 1.4C of this chapter and/or court action.

B. Inspection Reports - One copy of the inspection report shall be handed to the operator, or other responsible person, or be posted in a conspicuous place on an inside wall of the establishment. Said inspection report shall not be defaced and shall be made available to the Director upon request. An identical copy of the inspection report shall be filed with the records of the Director. C. Access to Establishments and Industry Records - Every milk producer, hauler, distributor, or plant operator shall, upon request of the Director, permit access to all parts of his establishment of facilities to determine compliance with the provisions of this chapter. A distributor or plant operator shall furnish the Director, upon request, for official use only, a true statement of the actual quantities of milk and milk products of each grade purchased and sold, and a list of sources of such milk and milk products, records of inspections, tests, and pasteurization time and temperature records.

1.7 The Examination of Milk and Milk Products:

A. Sampling Frequency - During any consecutive 6 months, at least four samples of raw milk for pasteurization shall be taken by the Director from each producer and four samples of raw milk for pasteurization shall be taken by the Director from each milk plant after receipt of the milk by the milk plant and prior to pasteurization. In addition, during any consecutive 6 months, at least four samples of pasteurized milk and at least four samples of each milk product defined in this chapter shall be taken by the Director from every milk plant. Samples of milk and milk products shall be taken while in possession of the producer or distributor at any time prior to final delivery. Samples of milk and milk products from dairy retail stores, food service establishments, grocery stores, and other places where milk and milk products are sold shall be examined periodically as determined by the Director; and the results of such examination shall be used to determine compliance with Parts 1.3, 1.5, and 1.10, of this chapter. Proprietors of such establishments shall furnish the Director, upon his request, with the names of all distributors from whom milk or milk products are obtained.

B. Examination of Milk and Milk Products - Required bacterial counts and cooling temperature checks shall be performed on raw milk for pasteurization. In addition, antibiotic tests on each producer's milk or on comingled raw milk shall be conducted at least four times during any consecutive 6 months. When commingled milk is tested, all producers shall be represented in the sample. All individual sources of milk shall be tested when test results on the comingled milk are positive. Required bacterial counts, coliform determinations, phosphatase and cooling temperature checks shall be performed on pasteurized milk and milk products. All of the above tests and checks are to be performed by the Director.

C. <u>Enforcement Procedures</u> - Whenever two of the last four consecutive bacterial counts, coliform determinations, or cooling temperatures, taken on separate days, exceed the limit of the standard for the milk and/or milk product, the Director shall send a written notice thereof to the person concerned. This notice shall be in effect so long as two of the last four consecutive samples exceed the limit of the standard. An additional sample shall be taken within 14 days of the sending of such notice, but not before the lapse of three days. Immediate suspension of permit in accordance with Part 1.4C and/or court action may be instituted whenever the standard is violated by three of the last five bacteria counts, coliform determinations, or cooling temperatures.

D. <u>Phosphatase Test-Whenever</u> a phosphatase test is positive, the cause shall be determined by the Director. Where the cause is improper pasteurization, it shall be corrected; and any milk or milk product involved shall not be offered for sale.

E. Sampling Procedures - Samples shall be analyzed at an official laboratory. All sampling procedures and required laboratory examinations shall be in substantial compliance with the latest edition of Standard Methods for the Examination of Dairy Products of the American Public Health Association, and the latest edition of Official Methods of Analyses of the Association of Official Agricultural Chemists. Such procedures and examinations shall be evaluated in accordance with the methods of evaluation of milk laboratories recommended by the United States Public Health Service. Examinations and tests shall be conducted to detect adulterants; including pesticides, as the Director shall require. Assays of vitamin D milk or milk products and/or fortified milk and milk products shall be made at least annually in a laboratory acceptable to the Director for such examination and at no cost to the Director.

1.8 <u>Standards for Milk and Milk Products</u>: All Grade AA raw milk for pasteurization, all Grade AA pasteurized milk and milk products, all Grade B raw milk for manufacturing purposes, all reconstituted or recombined milk and milk products, and all imitation milk and imitation milk products shall conform with the following chemical, bacteriological, and temperature standards, and the saniation requirements of this section.

No process of manipulation other than pasteurization, processing methods integral therewith, and appropriate refrigeration shall be applied to milk and milk products for the purpose of removing or deactivating microorganisms.

Chemical, Bacteriological and Temperature Standards

Grade A raw milk for pasteurization:

temperature - cooled to 50 degrees F., or less and maintained thereat until processed.

bacterial limits - individual producer milk not to exceed 100,000 per ml. prior to comingling with other producer milk. Not exceeding 300,000 per mil as comingled milk prior to pasteurization.

Antibiotics - no detectable antibiotic residues.

Grade A pasteurized milk and milk products (except cultured products):

temperature - cooled to 45 degrees F., or less and maintained thereat.

bacterial limits - milk and milk products 20,000 per ml. coliform limit - not exceeding 10 per ml.

phosphatase - less than 1 ug per ml. by Scharer Rapid Method (or equivalent by other means)

Reconstituted or recombined milk and milk products or imitation milk or imitation milk products:

temperature - cooled to 45 degrees or less and maintained thereat.

bacterial limits - ungraded reconstituted or recombined milk and milk products; imitation milk and milk products 30,000 per ml.

Coliform limit - not exceeding 10 per ml.

phospatase - less than 1 ug. per ml. by Scharer Rapid Method (or other equivalent means).

A. Sanitation Requirements for Grade A Raw Milk for Pasteurization

Item 1. <u>Cowyard</u> - The cowyard shall be graded and drained and shall have no standing pools of water or accumulations of organic wastes; provided that in loafing or cattle-housing areas, cow droppings and soiled bedding shall be removed, or clean bedding added, at sufficiently frequent intervals to prevent the soiling of the cow's udder and flanks. Waste feed shall not be allowed to accumulate. Manure packs shall be properly drained and shall not be allowed to accumulate. Manure packs shall be properly drained and shall provide a reasonably firm footing. Swine shall be kept out of the cowyard.

Item 2. <u>Milkhouse or Room</u> - Construction and Facilities - A milkhouse or room of sufficient size shall be provided in which the cooling, handling and storing of milk and the washing, sanitizing and storing of milk containers and utensils shall be conducted.

The milkhouse shall be provided with a smooth floor constructed of concrete or equally impervious material graded to drain and maintain in good repair. Liquid waste shall be disposed of in a sanitary manner; all floor drains shall be accessible and shall be trapped if connected to a sanitary sewer system.

The walls and ceilings shall be constructed of smooth material, in good repair, well painted, or finished in an equally suitable manner.

The milkhouse shall have adequate natural and/or artificial light and be well ventilated.

The milkhouse shall be used for no other purpose than milkhouse operations; there shall be no direct opening into any barn, stable, or into a room used for domestic purpose; provided that a direct opening between the milkhouse and the milking barn, stable or parlor is permitted when a tightfitting selfclosing solid doorhinged to be single or double acting is provided.

Potable water under pressure shall be piped into the milkhouse. The milkhouse shall be equipped with a two-compartment wash vat and adequate hot water heating facilities.

When a transportation tank is used for the cooling and storage of milk on the dairy farm, such tank shall be provided with a suitable shelter for the receipt of milk. Such shelter shall be

adjacent to, but not a part of, the milkroom and shall comply with the requirements of the milkroom with respect to construction, light, drainage, insect and rodent control, and general maintenance.

Item 3. <u>Milkhouse or Room - Cleanliness</u> - The floors, walls, ceilings, windows, tables, shelves, cabinets, wash vats, non-product contact surfaces of milk containers, and equipment shall be clean. Only articles directly related to milkroom activities shall be permitted in the milkroom. The milkroom shall be free of trash, animals and fowl.

Item 4. <u>Toilet</u> - Every dairy farm shall be provided with one or more toilets, conveniently located and properly constructed, operated, and maintained in a sanitary manner. The waste shall be inaccessible to flies and shall not pollute the soil surface or contaminate any water supply.

Item 5. <u>Water Supply</u> - Potable water for milkhouse and milking operations shall be from an approved supply properly located, protected, and operated and shall be easily accessible, adequate and of a safe, sanitary quality.

Item 6. <u>Utensils and Equipment - Construction</u> - All multiuse containers, equipment and utensils used in the handling, storage, or transportation of milk shall be made of smooth, non-absorbent, corrosion-resistant, non-toxic materials and shall be so constructed as to be easily cleaned. All containers, utensils, and equipment shall be in good repair. All milk pails used for hand milking and stripping shall be seamless and of the hooded type. Multiple-use woven material shall not be used for straining milk. All single-service articles shall have been manufactured, packaged, transported, stored and handled in a sanitary manner and shall comply with the applicable requirements of item 11p of this section. Articles intended for single-service use shall not be reused.

Farm-holding/cooling tanks, welded sanitary piping, and transportation tanks shall comply with the applicable requirements of items 10p and 11p of this section

Item 7. <u>Utensils and Equipment</u> - <u>Cleaning</u> - The product-contact surfaces of all multiuse containers, equipment, and utensils used in the handling, storage, or transportation of milk shall be cleaned after each usage.

Item 8. <u>Utensils and Equipment</u> - <u>Sanitization</u> -The product-contact surfaces of all multiuse containers, equipment, and utensils, used in the handling, storage, or transportation of milk shall be sanitized before each use.

Item 9. <u>Utensils and Equipment</u> - Storage - All containers, utensils, and equipment used in handling, storage, or transportation of milk, unless stored in sanitizing solutions, shall be stored to assure complete drainage, and shall be protected from contamination prior to use. Item 10. <u>Utensils and Equipment</u> Handling - After sanitization, all containers, utensils, and equipment shall be handled in such manner as to prevent contamination of any product-contact surface.

Item 11. <u>Milking - Flanks, Udders and Teats</u> - Milking shall be done in the milking barn stabe or parlor. The flanks, udders, bellies and tails of all milking cows shall be free from visible dirt. All brushing shall be completed prior to milking. The udders and teats of all milking cows shall be cleaned and treated with a sanitizing solution just prior to the time of milking and shall be relatively dry before milking. Wet hand milking is prohibited.

Item 12. <u>Milking Surcingles</u>, <u>Milk Stools and Antikickers</u> - Surcingles, milk stools and antikickers shall be kept clean and stored above the floor.

Item 13. <u>Milking - Transfer and Protection of Milk</u> ³ Each pail or contatiner of milk shall be transferred immediately from the milking barn, stable or, parlor to the milkhouse. No milk shall be strained, poured, transferred, or stored unless it is properly protected from contamination.

Item 14. <u>Personnel - Handwashing Facilities</u> - There shall be provided adequate handwashing facilities, including running potable water, soap or detergent, and individual sanitarv towels, in the milkhouse and in or conveninent to the milking barn, stable, or parlor.

Item 15 <u>Personnel - Cleanliness</u> - Hands shall be washed clean and dried with an individual saniatry towel immediately before milking, before performing any milkhouse function and immediately after the interruption of any of these activities Milkers and milk haulers shall wear clean outer garments while milking or handling milk, milk containers, utensils, or equipment.

Item 16. <u>Cooling</u> - Raw milk for pasteurization shall be cooled to 50 F., or less within 2 hours after milking and shall b maintained at that temperature until delivered.

Item 17. <u>Vehicles</u> - Vehicles used to transport milk in cans from the dairy to the milk plant or receiving station shall be constructed and operated to protect their contents from sun and contamination. Such vehilces shall be kept clean, inside and out; and no substance capable of contaminating milk shall be transported with milk.

Item 18. <u>Insect and Rodent Control</u> - Effective measures shall be taken to prevent the contamination of milk, containers, equipment and utensils by insects and rodents, and by chemicals used to control such vermin. Milkrooms shall be free

of insects and rodents. Surroundings shall be kept neat, clean and free of conditions which might harbor or be conducive to the breeding of insects and rodents.

B. <u>Sanitation Requirements for Grade A Pasteurized Milk and Milk Products</u> - A receiving station shall comply with items 1p to 15p, inclusive, and 17p, 20p and 22p, except that the partitioning requirement of item 5p shall not apply.

A transfer station shall comply with items 1p,4p, 6p, 7p,8p, 9p, 10p, 11p, 12p, 14p, 15p, 20p, and 22p, and as climatic and operating conditions require, the applicable provisions of items 2p and 3p; provided that in every case, overhead protection shall be provided. Facilities for the cleaning and sanitizing of bulk transport tanks shall comply with items 1p, 4p, 6p, 7p, 8p, 9p, 10p, 11p, 12p, 14p, 15p, 20p, and 22p; and as climatic and operating conditions require, the applicable provisions of item 2p and 3p; provided that in every case, overhead protection shall be provided.

Item 1p. <u>Floors - Construction</u> - The floors of all rooms in which milk or milk products are processed, handled, or stored, or in which milk containers equipment and utensils are washed, shall be constructed of concrete or other equally impervious and easily cleaned material; and shall be smooth, properly sloped, provided with trapped drains, and kept in good repair; provided that cold-storage rooms used for storing milk and milk products need not be provided with floor drains when the floors are sloped to drain to one or more exits; provided further that storage rooms for storing dry ingredients and/or packaging materials need not be provided with drains; and the floors may be constructed of tightly-joined wood.

Item 2p. <u>Walls and Ceilings - Construction-Walls and ceilings of</u> rooms in which milk or milkproducts are handled, processed, or stored, or in which milk containers, utensils, and equipment are washed, shall have a smooth, washable, light-colored surface, in good repair.

Item 3p. Doors and Windows - Effective means shall be provided to prevent the access of flies and rodents. All openings to the outside shall have solid doors or glazed windows which shall be closed during dusty weather.

Item 4p. Lighting and Ventilation - All rooms in which milk and milk products are handled, processed or stored and/or in which milk containers, equipment, and utensils are washed shall be well lighted and well ventilated.

Item 5p. <u>Separate Rooms</u> - There shall be separate rooms for (1) pasteurizing processing, cooling, and packaging; and (2) cleaning of milk cans and bottles. In addition, plants receiving milk in bulk transport tanks shall provide for cleaning and sanitizing facilities.

Unless all milk and milk products are received in bulk transport tanks, a receiving room, separate from rooms (1) and (2) above, shall be required. Rooms in which milk or milk products are handled, processed or stored or in which milk containers, utensils and equipment are washed or stored, shall not open directly into any stable or any room used for domestic purposes. Item 6p. Toilet-Sewage Disposal Facilities - Every milk plant shall be provided with toilet facilities conforming with the regulations of the Department. Toilet rooms shall not open directly into any room in which milk and/or milk products are processed. Toilet rooms shall be completely enclosed and shall have tight-fitting, self-closing doors. Dressing rooms, toilet rooms, and fixtures shall be kept in a clean condition, in good repair, and shall be well ventilated and well lighted. Sewage and other liquid wastes shall be disposed of in a sanitary manner.

Item 7p. <u>Water Supply</u> - Potable water for milk plant purposes shall be from an approved supply properly located, protected, and operated and shall be easily accessible, adequate, and of a safe, sanitary quality.

Item 8p. <u>Hand-Washing Facilities</u> - Convenient hand-washing facilities shall be provided, including hot and cold and/or warm running potable water, dispenser through mixing value and faucet, soap and individually sanitary towels or other approved hand-drying devices. Handwashing facilities shall be kept in a clean condition and in good repair.

Item 9p. <u>Milk Plant Cleanliness</u> - All rooms in which milk and milk products are handled, processed, or stored, and/or in which containers, utensils or equipment are washed or stored, shall be kept clean, neat, and free of evidence of insects and rodents. Pesticides shall be safely used. Only equipment direct related to processing operations or to handling of containers, utensils, and equipment shall be permitted in the pasteurizing, processing, cooling, packaging, and bulk milk storage rooms.

Item 10p. <u>Sanitary Piping</u> - All sanitary piping, fittings, and connections which are exposed to milk and/or milkproducts, or from which liquids may drip, drain or be drawn into milk or milk products, shall consist of smooth, impervious, corrosionresistant, non-toxic, easily cleanable material. All piping shall be in good repair. Pasteurized milk and milk products shall be conducted from one piece of equipment to another only through sanitary piping.

Item 11p. <u>Construction and Repair of Containers and</u> <u>Equipment</u> - All multiuse containers and equipment with which milk or milk products come into contact shall be of smooth, impervious, corrosion-resistant, nontoxic material; shall be constructed for ease of cleaning; and shall be kept in good repair. All single-service containers, closures, gaskets and other articles with which milk or milk products come in contact shall be non-toxic, and shall have been manufactured, packaged, transported, and handled in a sanitary manner. Articles intended for single-service use shall no be reused.

Item 12p. <u>Cleaning and Sanitizing of Containers and</u> <u>Equipment</u> - The product-contact surfaces of all multiuse containers, utensils, and equipment used in the transportation, processing, handling, and storage of milk or milk products shall be effectively cleaned and shall be sanitized before each use.

Item 13p. Storage of Cleaned Containers and Equipment - After cleaning, all multiuse milk or milk product containers,

utensils, and equipment shall be transported and stored to assure complete drainage, and shall be protected from contamination before use.

Item 14p. Storage of Single-Service Containers, Utensils and <u>Materials</u> - Single-Service caps, cap stock, parchment paper, containers, gaskets, and other single-service articles for use in contact with milk and milk products shall be purchased and stored in sanitary tubes, wrappings, or cartons; shall be kept therein in a clean,dry place until used; and shall be handled in a sanitary manner.

Item 15p. <u>Protection from Contamination</u> - Milk plant operations, equipment and facilities shall be located and conducted to prevent any contamination of milk or milk products, ingredients, equipment, containers, and utensils. All milk or milk products or ingredients which have been spilled, overflowed, or leaked shall be discarded. The processing or handling of products other than milk and milk products in the pasteurization plant shall be performed to preclude the contamination of such milk and milk products.

Item 16p. <u>Pasteurization</u> - Pasteurization shall be performed as provided in Part 1.2 S of this chapter.

Item 17p. Cooling of Milk - All raw milk and milk products shall be maintained at 50 degrees F. or less until processed. All pasteurized milk and milk products, except those to be cultured, shall be cooled immediately prior to filling or packaging in approved equipment to a temperature of 45 degrees F. or less. All pasteurized milk and milk products shall be stored at a temperature of 45 degrees F. or less. On delivery vehicles the temperature of milk and milk products shall not exceed 50 degrees F. Every room or tank in which milk or milk products are stored shall be equipped with an accurate thermometer.

Where silo-storage tank is used, a 7-day recorder shall be installed.

Item 18p. Bottling and Packaging - Bottling and packaging of milk and milk products shall be done at the place of pasteurization in approved mechanical equipment.

Item 19p. <u>Capping</u> - Capping or closing of milk and milk product containers shall be done in a sanitary manner by approved mechanical capping and/or closing equipment. The cap or closure shall protect the pouring lip to at least its largest diameter.

Item 20p. Personnel - Cleanliness - Hands shall be thoroughly washed before commencing plant functions and as often as

may be required to remove soil and contamination. No employee shall resume work after visiting the toilet room without thoroughly washing his hands. All persons engaged in

the processing, pasteurization, handling, storage, or transportation of milk, milk products, containers, equipment, and utensils shall wearclean outer garments. The use of tobacco by any person while he is engaged in the processing of milk or milk products is prohibited. Item 21p. <u>Vehicles</u> - All vehicles used for transportation of pasteurized milk and milk products shall be constructed and operated so that the milk and milk products are maintained at 50 degrees F. or less, and are protected from sun, from freezing and from contamination.

Item 22p. <u>Surroundings</u> - Milk plant surroundings shall be kept neat, clean and free from conditions which might attract or harbor flies, other insects and rodents, or which otherwise constitute a nuisance.

1.9 Animal Health:

A. <u>Tuberculosis Control</u> - All milk for pasteurization shall be from herds which are located in a Modified Accredited Tuberculosis Area as determined by U.S. Department of Agriculture; provided that herds located in an area that fails to maintain such accredited status shall have been accredited by said Department as tuberculosis free, or shall have passed an annual tuberculosis test.

B. <u>Brucellosis Control</u> - All milk for pasteurization shall be from herds under a brucellosis eradication program which meets one of the following conditions:

1. Located in a Certified Brucellosis Free Area as defined by the U.S. Department of Agriculture and enrolled in the testing program for such areas; or

2. Located in a Modified Certified Brucellosis Area as defined by the U.S. Department of Agriculture and enrolled in the testing program for such areas; or

3. Meets U.S. Department of Agriculture requirements for an individually certified herd; or

4. Participating in a milk ring testing program which is conducted on a continuing basis at intervals of not less than every 3 months or more than every 6 months with individual blood tests on all animals in herds showing suspicious reactions to the milk ring test; or

5. Has an individual blood agglutination test annually with an allowable maximum grace period not exceeding 2 months.

C. <u>Other Disease</u> - For disease other than brucellosis and tuberculosis the Director shall require such physical, chemical, or bacteriological tests as he deems necessary. The diagnosis of other diseases in dairy cattle shall be based upon the findings of a licensed veterinarian or a veterinarian in the employ of an official agency of the Trust Territory of the Pacific Islands. Any diseased animal disclosed by such test shall be disposed of as required by applicable laws.

1.10 Milk and Milk Products Which May Be Sold: Only Grade

AA pasteurized milk and milk products shall be sold to the final consumer, or to restaurants, soda fountains, grocery stores, or similar establishments. Ungraded reconstituted or recombined milk or milk products or imitation milk or imitation milk products, may likewise be sold, provided such products are prepared and pasteurized in a milk plant conforming with the sanitary requirements contained in Part 1.8 of this chapter, and provided further that such products do not have an average bacterial plate count after pasteurization greater than 30,000 bacterial per milliliter.

1.11. Transfering: Delivery Container:

A. <u>Transferring Milk</u> - Except as permitted in this section no milk producer or distributor shall transfer milk or fluid milk products from one container or tank truck to another on the street, in any vehicle, store, or in any place except in a milk plant, receiving station, transfer station or milkhouse especially used for that purpose. The dipping or ladling of milk or fluid milk products is prohibited.

B. <u>Selling and Serving of Milk and Milk Products</u> - It shall be unlawful to sell or serve any milk or fluid milk product except in the individual original container received from the distributor, or from an approved bulk dispenser; provided that this requirement shall not apply to milk for mixed drinks requiring less than one-half pint of milk, or to cream, whipped cream, or half-and-half which is consumed on the premises and which may be served from the original container of not more than one gallon capacity, or from a bulk dispenser approved for such service by the Director.

C. <u>Storage of Milk and Milk Products</u> - It shall be unlawful to sell or serve any pasteurized milk or fluid milk product which has not been maintained at a temperature of 45 degrees F., or less. If containers of pasteurized milk or fluid milk products are stored in ice, the storage container shall be properly drained.

D. <u>Return of Container</u> - It shall be the duty of all persons to whom milk products are delivered to clean thoroughly the containers in which such milk or fluid milk products are delivered before returning such containers. Apparatus, containers, equipment and utensils used in the handling, storage, processing or transportation of milk or fluid milk products shall not be used for any other purpose without the permission of the Director.

The delivery of milk or fluid milk products to, and the collection of milk or fluid milk product containers from, residences in which cases of communicable disease transmissible through milk supplies exist shall be subject to the special requirements of the Director.

1.12 Milk and Milk Products from Points Beyond the Limits of Routine Inspection: Milk and milk products not produced in the Trust Territory of the Pacific Islands may be sold in the Trust Territory of the Pacific Islands, provided they are produced and pasteurized under regulations which are substantially equivalent to this chapter and have been awarded an acceptable milk sanitation compliance and enforcement rating made by a state milk sanitation rating officer certified by the U.S. Public Health Service, U.S. Department of Health, Education and Welfare.

1.13. Future Dairy Farms and Milk Plants: Properly-prepared plans for all milk-houses, milking barns, stables, parlors,

transfer stations, receiving stations, and milk plants regulated under this chapter which are hereafter constructed, reconstructed, or extensively altered, shall be submitted to the Director for written approval before work is begun.

1.14 <u>Personnel Health</u>: No person affected with any disease in a communicable form, or while a carrier of such disease, shall work at any dairy farm or milk plant in any capacity which brings him into contact with the production, handling storage, or transportation of milk, milk products, containers, equipment, and utensils; and no dairy farm or milk plant operator shall employ in any such capacity any such person, or any person suspected of having any disease in a communicable form or of being a carrier of such disease. Any producer or distributor of milk or milk products, upon whose dairy farm, or in whose milk plant any communicable disease occurs, or who suspects that any employee has contracted any disease in a communicable form, or has become a carrier of such disease, shall notify the Director immediately.

1.15 Procedure When Infection Suspected: When reasonable cause exists to suspect the possiblity of transmission of infection from any person concerned with the handling of milk and/or milk products, the Director may require any or all of the following measures: (1) the immediate exclusion of that person from milk handling: (2) the immediate exclusion of the milk supply concerned from distribution and use: and (3) adequate medical and bacteriological examination of the person, of his associates, and of his and their body discharges.

1.16Administration and Enforcement: This chapter, insofar as it follows the Grade A: Pasteurized Milk Ordinance with Administrative Procedures -1965 Recommendations of the United States Public Health Service, U.S. Department of Health, Education, and Welfare (a certified copy of which shall be on file in the Offices of the Director, Health Services and the Trust Territory Attorney General) shall be administered and enforced in accordance with the administrative procedures contained therein.

1.17 <u>Severability</u>: If any provision of this chapter, or the application of any provision of this chapter to any person or circumstance, is held invalid, the application of such provision to other persons or circumstances, and the remainder of this chapter, shall not be affected thereby.

Adopted Amendments to Regulations Government of the Northern Marianas

These regulations are issued by the Resident Commissioner

Saipan Utility Agency Regulation No. 1 effective since 27th January 1966 is amended on the Rules and Regulations for the Utilization of Electricity and shall become effective on final publication in the Territorial Register.

<u>Title 11. Section 11.1 Electrical Energy Rate</u>: The following electrical energy rate is applicable to the energy supplied by Saipan Utility Agency to all Government and Civic Residential consumers.

(1) Rate per KWH consumed \$0.035

(2) Minimum charge per month \$2.00

Electrical Power Generation and Distribution. Rules and Regulations dated 17th August 1970 Section II. Large Power Service. Subsection C. Rate.

The Electrical Energy Rate schedule for all Industrial and Commercial users including government is as follows:

Where power demand is less than 25 KW, energy billing will be at the rate of 0.035 per KWH.

If the power demand at any one time exceeds 25 KW, the consumer will be billed in accordance with the following block schedule:

\$1.65 per month per KW of billing demand, plus energy charges of:

0.035 per KWH for the first 100 KWH used per KW of billing demand per month.

0.0325 per KWH for the next 100 KWH used per KW of billing demand per month.

0.03 per KWH for all the remaining KWH used per month

Adopted Amendments to Telephone Rates for the Northern Mariana Islands Government of the Northern Marianas

These regulations are issued by the Resident Commissioner.

Telephone rates for the Northern Mariana Islands are as indicated below. These rates will become effective on final publication in the Territorial Register.

Business and Professional:	Proposed Rates
Private line Two-party line Extension Rotary line Trunk lines/PBX	\$20,00 15.00 3.00 30.00 50,00
Residential:	
Private line	10.00
Two party line Four-party line	5.00 3.00
Extension	1.50
Installation charges:	· · · · · · · · · · · · · · · · · · ·
Business and Professional	25.00
Residential	20.00
Extensions	10.00
Moves or changes	20.00

PUBLIC NOTICE Proposed Regulations Concerning The Trust Territory Seamen's Protection Title 19, Chapter 7

The Director of the Department of Transportation and Communications is proposing to establish regulations for Title 19, Seamen's Protection Act which includes General Provisions, Administration and Delegation of Authority, Recruitment and Appointment, Terminations Other Than For Cause, Grievance Procedure, Compensation and Leaves of Absence, in accordance with the provisions of Title 19, of the Trust Territory Code.

Copies of the proposed regulations may be obtained from the Department of Transportation and Communications.

The Department of Transportation and Communications is soliciting views, opinions, facts, and data for or against the proposed regulations from the general public.

Anyone interested in commenting on the proposed regulations may do so by submitting comments in writing to the Department of Transportation and Communications, Headquarters, Saipan, Mariana Islands 96950, within thirty (30) days from the date this notice is published in the Territorial Register.

Nov. 18, 1976

Date

William P. Flanagan, Director Department, Transportation/Communications

APPROVALS FOR THE PROPOSED REGULATIONS TITLE 19, CHAPTER 7

The proposed regulations concerning the Trust Territory Seamen's Protection Act are issued pursuant to the authority vested in me by Section 232, Chapter 7, Title 19, of the Trust Territory Code.

Nov. 18.1976

Date

William P. Flanagan,/Director Department, Transportation/Communications

The proposed regulations concerning the Trust Territory Seamen's Protection Act have been reviewed by me and are found to be in proper legal form.

Date

Cher Line 19

Daniel J. High Acting Attorney General

The proposed regulations concerning the Trust Territory Seamen's Protection Act, Chapter 7, Title 19 of the Trust Territory Code, are hereby approved and shall be promulgated in accordance with Section 232 of Title 19, of the Trust Territory Code.

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Acting High Commissioner

TITLE 19

ADMIRALTY AND MARITIME CHAPTER 7 SEAMAN'S PROTECTION

PART 1. GENERAL PROVISIONS

1.1. <u>Authority</u>. These regulations are promulgated by the Director of Transportation and Communications pursuant to the provisions of Section 232, Chapter 7 of Title 19 of the Trust Territory Code and establishes a Maritime Service System for all maritime personnel who are employed by the Executive Branch of the Trust Territory Government and not otherwise covered under Title 61, Chapter 1, Public Service System Act.

1.2. <u>Coverage</u>. These regulations apply to all maritime employees in the Executive Branch of the Trust Territory Government on motor vessels over 100 Gross Registered Tons regularly engaged in foreign or domestic trade, together with support personnel directly connected with the maintenance and operation of the vessels, so long as those employees are subject to the Seaman's Protection Act, Title 19, Trust Territory Code.

1.3. <u>Application</u>. All matters concerning the classification and compensation of positions and the employment, conduct, assignment, training, performance and separation of employees from the Maritime Service System shall be governed by applicable regulations and shall be applied equitably to all.

1.4. <u>Limitations</u>. Preference in employment and training will be given to Trust Territory citizens. United States citizens and third-country nationals may be employed only when qualified Trust Territory citizens are not available.

1.5. <u>Definitions</u>. For purposes of these regulations, unless the context otherwise requires, the following definitions shall be applicable:

- a. "Master" means any person having command of a Trust Territory vessel over 100 Gross Registered Tons regularly engaged in foreign or domestic trade.
- b. "Trust Territory vessel" means any vessel engaged in foreign or domestic trade and registered with and operated by the Trust Territory Government, either directly or through a charterer.
- c. "Foreign Trade" means trade between foreign countries or between the Trust Territory and foreign countries.
- d. "Director" means the Director of Transportation and Communications authorized by law to make rules and regulations relating to conditions and terms of employment, wages, benefits and other necessary matters concerning the rights of Maritime Service System personnel.
- e. "Maritime Service System" means these regulations and all applicable laws relating to Seaman's Protection Act.

PART 2. ADMINISTRATION AND DELEGATION OF AUTHORITY

2.1. <u>The Director of Transportation and Communications</u>. The provisions of Title 19 TTC and these regulations shall govern the administration of the Maritime Service System. Subject to these regulations and applicable laws, the Director of Transportation and Communications delegates to the Chief of Transportation the authority to:

- a. Direct and supervise all of the administrative and technical activities of the Transportation Division.
- b. Administer the system of maritime transportation personnel administration for the Executive Branch of the Trust Territory Government.
- c. Act for the Director in the exercise of his appointment authority, to include the determination of qualifications required for all maritime positions, whether employees or potential employees meet minimum qualifications required, and the appropriate compensation for all maritime positions in the Executive Branch of the Government.
- d. Provide advice to the Director, Transportation and Communications, on all matters concerning maritime personnel management and administration and employee training and development.
- e. Formulate and recommend to the Director, Transporation and Communications, policies and regulations to carry out the provisions of Title 19, TTC.
- f. Develop and maintain an adequate maritime pay plan.
- g. Administer examination programs for the purpose of determining competency and qualifications for issuance of merchant marine licenses and certificates of competency.
- h. Provide advice and assistance to the Headquarters Transportation Division branches and district transportation offices on matters concerned with the administration of employee discipline, as well as in the processing of grievances and appeals.
- i. Develop training programs for improvement of employee skills.
- j. Establish and maintain records of personnel employed in the Maritime Service System.

PART 3. RECRUITMENT AND APPOINTMENT

3.1. <u>Medical and Physical Examinations</u>. Medical and physical examinations are required by all maritime personnel prior to entry on duty. Such examinations shall provide a means for determining that the individual concerned is physically qualified for shipboard duty and that he is free from any present or potential medical conditions adverse to the performance of his duties, other employees, and membership in the Maritime Service System.

3.2. Administration of Medical and Physical Examinations. Medical and physical examinations shall be administered by medical personnel authorized by the Trust Territory Government to conduct such examinations for employment purposes and to make the results of such examinations available to the Chief of Transportation or to the Master of the ship to whom the applicant is applying. Trust Territory citizen applicants or employees of the Maritime Service System are provided such examinations, free of charge, at the medical facilities of the Trust Territory Health Services Department. Non-Micronesian employees of the Maritime Service System are reimbursed for costs of such examinations required at the time of recruitment.

3.3. <u>Police Clearance</u>. A police clearance shall be required before any applicant is accepted for employment within the Trust Territory Maritime Service System.

3.4. <u>Conditions of Employment of Maritime Service Personnel</u>. Although different from normal shoreside practices, the traditional and necessary employment conditions of maritime personnel include the following:

- a. He may be hired by the Chief of Transportation, the Master of his ship or the Manager of the ship support facility without any formal prospective-employee processing and without endorsement by any other official (except in the case of certain ship's officers).
- b. He can be discharged by the Chief of Transportation, the Master of his ship, or the Manager of the ship support facility, for cause, at any time and at any location.
- c. His primary place of employment (ship or ship support facility) is located in a frequently changing part of the Trust Territory or other geographic areas of the world, and he is given little or no advance notification of these changes.
- d. His employment is subject to termination at any time, with thirty (30) days advance notice.
- e. He is subject to working irregular and extended hours without an option to decline such work.

The Chief of Transportation is the authorized representative of the Director in all employment matters regarding personnel of the Trust Territory Maritime Service System.

3.5. Employment Contract (Shipping Articles). Prior to employing any person under the Maritime Service System, the Chief of Transportation or the Master of the ship shall require that each employee sign an Employment Contract (Shipping Articles) setting down the terms and conditions of employment, mutual obligations of Employer and Employee, and wages and benefits. The Shipping Articles, reproduced in these regulations (Appendix B), shall also include a statement of salary for the employee and this salary shall conform to a separately issued salary schedule, also reproduced in these regulations (Appendix A) for all maritime personnel employed by the Trust Territory.

When in force, the Shipping Articles shall be valid one year from the effective date a person becomes an employee of the Trust Territory sea transportation system. The Shipping Articles are renewable each year upon mutual agreement by the Employer and the Employee.

On certain occasions and under special circumstances, a person may be employed for a period of less than one year. In such cases, the Shipping Articles shall clearly indicate the effective date of employment and the termination date.

PART 4. TERMINATIONS OTHER THAN FOR CAUSE

4.1. <u>Resignation</u>. An employee may resign at any time; provided, that he has notified the Chief of Transportation or the Master of the vessel in writing at least thirty (30) days in advance. If the resignation is made prior to the expiration of the seaman's Shipping Articles, the provisions of Section 8c(2) of the Shipping Articles shall apply. If the resignation is made upon completion of the Shipping Articles, the provisions of Section 8e and 8f of the Shipping Articles shall apply.

4.2. <u>Termination for Medical Reasons</u>. When an employee contracts an infectious or contagious disease which endangers the health of others, or becomes mentally incapacitated, or is otherwise permanently physically disabled for the satisfactory performance of the duties of the position to which assigned, the Chief of Transportation or the Master of the vessel may terminate his employment, provided medical examination procedures, as outlined in Sub-Part 3.1., have been complied with.

4.3. <u>Termination for Convenience of the Government</u>. If, prior to the expiration of the Shipping Articles, the Government determines that an employee's service is no longer required, the employee shall be given thirty (30) days notice of termination and his salary shall terminate at the expiration of such notice. The employee shall be returned to his point of hire at Government expense.

4.4. <u>Reduction-in-Force</u>. The Chief of Transportation may terminate the services of a seaman because of the abolishment of his position, for lack of work or funds, or for other reasons outside of the employee's control which reflect no discredit on the services of such employee. The employee shall be entitled to thirty (30) days wages and his salary shall terminate at the expiration of such notice. The employee shall be returned to his point of hire at Government expense. Employees terminated as a result of reduction-in-force shall be given first priority for any maritime service positions which may subsequently become vacant. A list of those employees so terminated shall be maintained by the Headquarters Transportation Division.

4.5. <u>Termination for Cause</u>. The Chief of Transportation or the Master of the ship may terminate an employee for cause in accordance with the provisions of Section 8c(1) of the Shipping Articles. Termination for cause shall include, but not necessarily be limited to, the following:

- a. Lack of ability of the employee to perform the work for which he is hired.
- b. Carelessness or negligence of duties.
- c. Misrepresentation of fact.
- d. Untruthfulness
- e. Insubordination.
- f. Incompetence.
- g. Failure through fault or refusal to work.
- h. Dishonesty.
- i. Concealment of firearms on board ship.

- j. Failure to surrender firearms to the Master.
- k. Bad temper.
- 1. Refusal to obey direction of superiors.
- m. Excessive use of alcoholic drink.
- n. Use of narcotics.
- o. Shipment of unmanifested cargo in excess of necessary personal effects.
- p. Concealment of any material facts for the purpose of securing this contract.
- q. Failure to obey any of the laws and regulations of the place of employement.
- r. Failure to cooperate with other employees.
- s. Immoral or indecent conduct.

All terminations for cause shall be documented in writing. If the termination is initiated on board a ship, the Master shall document the action in the ship's log and submit a copy to the Headquarters Transportation Division.

With regard to repatriation of employees terminated for cause, the provisions of Section 8c(1) of the Shipping Articles shall apply. The Chief of Transportation shall have the authority to prohibit the rehiring of any employee who is terminated for cause.

PART 5. GRIEVANCE PROCEDURE

5.1. <u>Presentation of Grievance</u>. Any employee who feels that he has been unjustly treated or been subjected to an unfair consideration shall endeavor to have said grievance adjusted in the following manner:

- a. Presentation of the complaint to his immediate superior;
- b. Appeal to the head of the department in which the employee involved is employed;
- c. Appeal directly to the Chief of Transportation or to the Master, if aboard ship.

If the grievance cannot be resolved under the provisions above, the decision of the Master shall govern at sea and in foreign ports and until the vessel arrives at a Trust Territory District Center port. Upon the ship's arrival at a District Center port, the dispute shall be referred to the District Transportation Officer who shall attempt to resolve it.

If the employee is unable to pursue the provisions as outlined above because he is not employed aboardship or is no longer employed aboard the vessel, he may present his grievance, in writing, directly to the Chief of Transportation, who shall have thirty (30) calendar days upon receipt of grievance letter to render a decision. The decision, in writing, must be forwarded to the employee by registered mail, return receipt requested.

5.2. <u>Right to Appeal</u>. When an employee considers that his termination for cause or other disciplinary measures is not for sufficient and/or justifiable reasons, he may appeal his termination or adverse action by submitting a dated and signed letter to the Trust Territory Personnel Board, setting forth his reasons and including any offer of proof and pertinent documents he desires to submit. The appeal should also include the employee's request for a hearing if he so desires. The appeal may be submitted at any time after the date of termination for cause or adverse decision, but no later than thirty (30) calendar days after such date of termination or adverse decision.

5.3. <u>Appeals to the Personnel Board</u>. The procedures regarding appeals of maritime personnel to the Personnel Board shall be the same as those established under Part 13, Chapter 1 of Title 61, Public Service System Regulations.

5.4. <u>Right to a Hearing</u>. Upon the filing of an appeal by the employee, both the responsible management official and the employee are entitled to a full and fair hearing before the Trust Territory Personnel Board or a Hearing Officer designated by the Board to present evidence, and to be represented by counsel. At the hearing, technical rules of evidence shall not apply and the evidence shall be taken stenographically or by recording machine. The Board shall render its findings of fact and final decision in writing with service on all parties. Only one hearing is held unless the Personnel Board determines that unusual circumstances require a second hearing.

5.5. Denial of Hearing.

a. The Board may make the determination to deny a hearing on the appeal when a hearing is impracticable by reason of unusual

location or other extraordinary circumstances. In this event, the Board must notify both parties in writing of the reason (s) for denying a hearing.

b. If the Board determines that no hearing is reasonably possible, the management official and the employee will be notified to submit, in writing, any additional evidence they desire to present on the issues so that a decision may be made on the record without a hearing.

Employee Appeal. The employee may file an appeal with the Trust Territory 5.6. Personnel Board any time after the date of the Chief of Transportation's letter of decision, but must file his appeal, personally or by registered mail, no later than fifteen (15) calendar days after delivery of the letter of decision. The appeal must be in writing and must give the employee's reason (s) for contesting the adverse action, together with any offer of proof and pertinent documents the employee desires to then submit. It should also include the employee's request for a hearing if he so desires. Employees located in the outer-islands must also meet the fifteen (15) calendar-day period for filing an appeal to the Trust Territory Personnel Board. This can be accomplished by submitting the written appeal to anyone of the following officials who will certify to the date of presentation: The District Administrator's Representative, the Magistrate, the Mayor, the District or Community Court Judge, or the Personnel Officer of the outer-island. After certification has been made by one of the above officials as to the date, the employee should mail the appeal letter to the Trust Territory Personnel Board.

5.7. Official Time to Prepare an Appeal.

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- a. An employee is entitled to a reasonable amount of official time to prepare his appeal if he is otherwise in an active duty status. If the employee's representative is an employee of the Government he is also entitled to a reasonable amount of official time to prepare the appeal if he is otherwise in an active duty status. Both employees who appeal and employees who act as representative shall make arrangements with the Chief of Transportation for the use of official time. The Chief of Transportation shall determine the reasonable amount of official time that is to be granted and will inform the supervisors of the employee and of the employee's representative.
- b. The time to be allowed must necessarily depend on the facts and circumstances of each case, e.g., the number and nature of the reason's stated in the letter of decision, the specifics, the volume of the supporting evidence compiled by the management official, the availability of documents, witnesses, and assistance at the employee's place of employment, and similar considerations. If preparation requires more official time than was originally considered reasonable, the employee or his representative may request the Chief of Transportation for more time. The request should explain fully why more time is needed. The Chief of Transporation will determine if the request is reasonable and should be granted. If granted, he will make the necessary arrangements.

5.8. Freedom from Reprisal or Interference. Unless the employee feels free to use the Trust Territory Personnel Board's Appeal System, the system will not serve the intended purpose of giving him a means for review of his dissatisfactions. An employee and his representative, therefore, must be free to use the system without restraint, interference, coercion, discrimination, or reprisal. An employee, whether acting in an official capacity for the Government or on any other basis, must not be interferred with, or attempt to interfere with another employee's exercise of his rights under this section. To be fully effective, the spirit, as well as the letter of the requirement, must be enforced. It is not enough for an official to abstain from overt threats or interference. He must also refrain from making any statement or taking any action that has the appearance of a threat, interference, or intimidation.

5.9. <u>Employee Representation</u>. An employee has the right to present an appeal without representation. He also has the right to be accompanied, represented and advised by a representative of his choice at any stage of the proceeding. An employee may change his representative, but to do so, he must notify the Board of the change, in writing. The employee may select another Government employee as his representative, provided that such employee is willing to represent him. In addition, the representative must be free to do so., e.g., not be disqualified because of conflict of position or unavailable to serve in that capacity because of priority needs of the service or unreasonable cost to the Government as determined by the departmental Director or staff officer. The employee is free to select as his representative anyone outside the Government service, but wholly at his own expense.

5.10. <u>Government Representation</u>. The management official's representative at Trust Territory Personnel Board Hearings must be the District Attorney, the Attorney General, or the designee of either.

5.11. <u>Appeal File</u>. When an employee files an appeal from adverse action with the Trust Territory Personnel Board, the Headquarters Transportation Division must establish and maintain an appeal file containing copies of all available pertinent documents; in addition, this office must immediately forward originals of all pertinent documents to the Personnel Board. The employee appeal file is independent, separate and distinct from the Official Personnel Folder (OPF). The employee appeal file, both with the Headquarters Transportation Division and the Trust Territory Personnel Board, must contain all documents pertinent to the appeal, such as:

- a. A copy of the delegation of authority of the management official taking the action.
- b. A copy of the letter of proposed adverse action.
- c. The material relied on by the management official to support the reason (s) listed in the letter of proposed adverse action.
- d. The employee's written answer, if any.
- e. A transcript or summary of the employee's presentation of oral evidence and copies of documents presented.
- f. A copy of the letter of decision.
- g. The employee's written notice of appeal.

- h. Any pertinent evidence developed after issuance of the letter of proposed adverse action.
- i. The lists of witnesses submitted by both parties.
- j. The reason (s) for not granting a hearing when one is requested but not granted.
- k. The reason (s) for not producing witnesses at the hearing.
- 1. The transcript of the Personnel Board Hearing when a hearing is held.
- m. The recommendation of the Trust Territory Personnel Board's Hearing Officer, if any.
- n. A copy of the notice of decision of the Trust Territory Personnel Board.

5.12. Preparation for Hearing.

- a. When the Personnel Board grants a Hearing, and establishes a Hearing date, it will notify the Chief of Transportation of the employee concerned, by name, title, grade, and organizational unit.
- b. The Chief of Transportation must meet with the employee and his representative and the management official and his representative within seven (7) calendar days, if possible, after receiving notice that a hearing has been granted. If it is not possible to hold the meeting or meetings within the seven (7) calendar-day period, the meeting or meetings will be held as soon thereafter as possible. At this time, the Chief of Transportation will inform the Board by cable of the delay and request a new hearing date if necessary. At this meeting, the employee and the management official will be required to furnish the Chief of Transportation and the other party with the following information:
 - (1) Employee's list of witnesses containing:
 (a) Name, location and occupation of each witness.
 - (b) A summary of each witness' anticipated testimony.
 - (c) The availability of each witness in the area of the employee's duty station during the next thirty (30) days.
 - (2) Management Official's list of witnesses containing:
 - (a) Name, location and occupation of each witness.
 - (b) A summary of each witness' anticipated testimony.
 - (c) The availability of each witness in the area of the employee's duty station during the next thirty (30) days.

- (3) The availability of the employee and his representative and the management official and his representative in the area of the employee's duty station during the next thirty (30) days.
- c. The Chief of Transportation shall make available the entire adverse action file for review and reproduction, with the following exceptions:

When the file contains medical records concerning a physical or mental condition about which a prudent physician would hesitate to inform the person concerned, that medical evidence will be made available only to a duly licensed physician designated in writing for that purpose by the employee or the employee's representative.

- d. The employee may inspect and copy any part of the appeal file upon request, except the medical information referred to in Sub-Part 5.12.c.
- e. The employee may request that the Government, at its expense, produce at the hearing those witnesses who are employed by the Trust Territory Government and whose testimony the employee alleges, in writing, to be pertinent to the issues and necessary to his defense. The employee may include in his list of witnesses non-governmental individuals, but arrangements for their presence at the hearing are the obligation of the employee and will be at the expense of the employee unless otherwise ordered by the Trust Territory Personnel Board.

5.13. <u>Procedural Defects.</u> If at any time after the appeal has reached the Trust Territory Personnel Board, the Board finds a regulatory or procedural defect which would warrant reversal of the action taken by the management officials, the Board will prepare a report of its findings on the issue and order that the action be dismissed without prejudice. Copies of the findings and the order will be served on all parties.

5.14. <u>Status of Employee During the Appeal Period</u>. If an employee appeals a management official's decision given in accordance with Part 5.2., that decision shall remain in effect unless and until the Board has entered its findings and decision on the Appeal. The Board may enter such findings and decision on appeals decided by it as it finds the circumstances of the case require, and that it deems just and proper.

5.15. <u>Authority of Master</u>. It is understood and agreed that nothing in these regulations is intended to or shall be construed so as to restrict in any way the authority of the Master or prevent the obedience of any member of the crew to any law-ful order of any superior officer.

PART 6. COMPENSATION

6.1. <u>General</u>. All positions in the Maritime Service System shall be compensated in accordance with the provisions of this Part.

6.2. <u>Definition of Terms</u>. Except as otherwise provided in this section, or unless the context clearly requires otherwise, terms used in this Part shall have the meaning ascribed in Title 19, Trust Territory Code, Chapter 7, Section 201.3.

- a. "Base Pay" is the base salary provided in the Base Salary Schedule established in Section 6.3. of these regulations.
- b. "Vessel Class" refers to the designation of vessels into size groups for the purpose of establishing appropriate pay ranges for maritime personnel. For purposes of these regulations, four (4) vessel classes are established as follows:
 Class 1 vessels over 65 feet in length or 40 GRT (whichever is the greater of the two) but not over 200 Gross Tons; (SEE NOTE *) Class II vessels over 200 Gross Tons but not over 500 Gross Tons; Class III vessels over 500 Gross Tons but not over 2,000 Gross Tons; Class IV vessels over 2,000 Gross Tons.
- c. "Senior Maritime Officers" refers to the following positions: Master, Chief Engineer, Chief Mate, First Assistant Engineer, Chief Steward, Chief Electrician, Radio Officer II and Purser III.
- d. "Junior Officers" refers to all maritime officer positions except those designated as Senior Maritime Officers.
- e. "Ratings" refers to all non-officer positions, except Cadets and Seaman Trainees.
- f. "Fleet Support Specialists" are technical specialists who are assigned by the Chief of Transportation and who are called upon at any time and in any location to perform highly technical and professional work in specialized areas of marine transportation. All such employees are detailed to shoreside duty stations in any of the Trust Territory Districts or outside the Trust Territory, as required.
- g. "Cadets" refers to individuals who have completed at least two (2) years of schooling at the recognized maritime academy and who are assigned aboard Trust Territory ships for shipboard training. Cadets are assigned either as Deck Cadet or Engine Cadet.
- h. "Seaman Trainees" refers to those shipboard personnel who have no seagoing experience and no directly related shipboard training.

6.3. <u>Base Pay</u>. All employees of the Trust Territory Maritime Service System shall be compensated on a bi-weekly basis (every 14 days) in accordance with the respective pay levels assigned to their positions by the Director under authority of Section 232, Title 19, Trust Territory Code. The applicable amount shall be paid to each employee who works 112 hours (combined working and watch standing hours) in the pay period. See Appendix A for complete base salary schedules.

NOTE: Code of Public Regulations Title 8, Part 5, Section 5.2. Classes of Motorboats.

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6.4. <u>Entrance Salary Rate of Senior Officer Positions</u>. For initial appointments, the base salary rate of a senior maritime officer shall be at Step 1, unless a higher rate shall be necessary to recruit and is appropriate to the qualifications of the applicant, provided that, in no case shall such rate be higher than the Step 5 rate of the salary range for the position.

6.5. <u>Within-grade Increases</u>. Within-grade increases shall be applicable only to the following positions:

Fleet Captain

Master

Fleet Engineer

Chief Engineer

Chief Mate

Fleet Electrician

Chief Electrician

First Engineer

Fleet Steward

Chief Steward

Chief Cook

Radio Operator II (1st Class)

Purser III

The positions listed above are those for which the opportunity for advancement is either severly limited or not possible. Within-grade increases are provided to recognize and compensate for years of continuous satisfactory service and to retain loyal, capable and competent officers and crew. For the purpose of within-grade increases, service time is computed from the effective date the employee first occupies a position listed above.

Service time must be continuous in order for the employee to be eligible for withingrade increases; provided, that leaves without pay of the authorized limit of thirty (30) days be made up so that the full period of service is rendered. If, for any reason attributable to the employee, there is a break in service, the employee must begin a new perior of service at the first step of the position to which he is assigned; provided, that continuous employment shall not be deemed to be broken by leaves of absence on account of illness, accidents, layoffs for lack of work, or leaves of absence for valid reasons from service on vessels operated by the Trust Territory Government. No vacation benefits shall accrue during such periods of absence. The Chief of Transportation or the Master shall document all terminations and ensure that such documents are filed with the Headquarters Transportation Division.

Senior Officer and Specialist Positions:

A within-grade increase may be granted to senior officers and shipboard/shoreside specialists upon completion of the following periods of satisfactory performance at

the following steps in the rate ranges of the Base Salary Schedule:

Steps		Satisfactory Perfo ade Increases May	-
1 to 2	104	calendar	weeks
2 to 3	104	calendar	weeks
3 to 4	104	calendar	weeks
4 to 5	104	calendar	weeks
5 to 6	156	calendar	weeks
6 to 7	156	calendar	weeks

An employee additionally be granted a merit increase not to exceed one step increase in the base pay rate in any 104 calendar-week period for sustained superior performance over such period. Such additional Merit Increase will not alter the waiting period required for qualifying for the next within-grade step increase. No employee shall be compensated above the maximum step prescribed for his pay level except where he was receiving such compensation on the effective date of this salary schedule (see Appendix A for complete salary structure).

Junior Officers and Ratings:

Because of the fact that opportunities for advancement are generally unlimited for Junior Officers and Ratings, within-grade increases, as such, are not provided for these positions. For capable and qualified Junior Officers and Ratings, promotions are rapid and usually occur after one (1) year of service in a particular position. However, for those who are unable to advance because of limited background or lack of positions, a salary increase is provided upon completion each three (3) years of continuous satisfactory service in a particular position, not to exceed a maximum of four (4) such increases. These increases are provided to recognize and compensate those Junior Officers and Ratings who, though unable to advance further, continue to provide loyal service to the sea transportation system of Micronesia.

Salary increases for Junior Officers and Ratings are provided in accordance with the following schedule:

Steps		Satisfactory Perform Acrease May Be Allow	-
1 to 2	156	calendar	weeks
2 to 3	156	calendar	weeks
3 to 4	156	calendar	weeks
4 to 5	156	calendar	weeks

(See Appendix A for complete salary structure)

6.6. <u>Promotions</u>. Promotions shall be granted only to certifed or licensed personnel who meet the minimum qualifications for the position. Promotions are considered permanent and no officer or crew member, other than those in the Steward's Department, will be promoted without having passed the appropriate examination.

Masters and Chief Engineers are encouraged to recommend qualified and capable shipboard personnel for promotion whenever and wherever possible. Recommendations for Deck Department promotions shall be made in writing by the Chief Mate through the Master. In the case of a promotion to Chief Mate, only the Master need submit a written recommendation. For Engine personnel, recommendations shall be made by the Chief Engineer through the Master. All written recommendations must be accompanied by a completed Shipboard Personnel Evaluation Form (Trust Territory Transportation Form).

An employee who is promoted from a position in one vessel class to a position in a higher vessel class shall be compensated at the lowest step in the new pay level which at least equals the amount of a two (2) step increase in the old pay level. The effective date of the promotion shall be the new service anniversary date for the promoted employee. For purposes of this regulation, the "service anniversary date" means the date an employee may lawfully be granted a within-grade increase.

6.7. <u>Temporary Assignments (Acting Capacity)</u>. When a position aboard a ship is vacant and there are no qualified replacements readily available, the Master may temporarily assign a crew member to the vacant position in an "acting" capacity until a qualified replacement is found or until ninety (90) days from the effective date of the "acting" assignment, whichever comes first. If a qualified replacement is located and assigned aboardship, the temporary assignment will cease and the employee in an "acting" capacity will be returned to his former position. If no qualified replacement is found by the end of the 90-day period, the Master may recommend that the employee be retained in the subject position in an "acting" capacity until such time as the subject employee can meet the minimum qualifications for promotion to the position, or until a qualified replacement can be found. In such cases, the subject employee shall be entitled, after ninety (90) days, to receive the established rate of pay for the position in which he is "acting".

Temporary assignments (Acting Capacity) shall be documented in writing in the ship's log by the Master or by the Chief of Transportation in the seaman's official file, if the assignment is made at Headquarters.

6.8. <u>Demotions</u>. An employee demoted, through no fault of his own, to a position in a lower pay level, shall be compensated at the rate which does not exceed his current pay rate. Where his existing rate exceeds the rate of the maximum step of the lower level, the employee shall be compensated at such step.

An employee demoted as a disciplinary measure, shall have his compensation reduced to the corresponding step of the lower pay level, and may, with the approval of the Chief of Transportation, be compensated at a lower step.

6.9. <u>Licensing and Certification</u>. All maritime officer positions shall be filled by licensed personnel. All able-bodied seaman positions shall be filled by personnel who are certificated as lifeboatmen. Such licenses and certifications shall be issued by the Chairman, Trust Territory Board of Marine Inspectors, upon proof of the applicant's fitness and competence. Applicants must apply in writing to the Chairman, Board of Marine Inspectors, attaching a completed copy of Trust Territory Form

(Application for Trust Territory Merchant Marine Officer License) or Trust Territory Form (Application for Certificate of Competence as Lifeboatman), as well as a certificate of sea service and documentary evidence of shipboard experience, duly signed by the Master and/or Chief Engineer of the vessels on which service was performed.

No Merchant Marine Officer license shall be issued to non-Micronesians unless they meet all of the following:

- a. They possess a valid license issued by the licensing authority of their country; a copy of such license must be submitted to the Board of Marine Inspectors;
- b. Their employment is aboard Trust Territory registered vessels;
- c. Their primary place of employment is within the Trust Territory of the Pacific Islands; and
- d. They submit documentary proof of employment to the Board of Marine Inspectors.

All applicants for original licenses or upgrading of present licenses shall be required to take and pass a written and/or oral examination given by the Board of Marine Inspectors.

Licenses for qualified Micronesians shall be valid for five (5) years from date of issue unless otherwise determined by the Chairman of the Board of Marine Inspectors.

Licenses for qualified non-Micronesians shall be valid for one (1) year from date of issue, and may be renewed upon request; provided, that evidence of continued employment in the Trust Territory aboard Trust Territory registered vessels is submitted and they posses a current, valid license issued by the licensing authority of their country.

Lifeboatmen certificates shall be issued by the Board of Marine Inspectors to Micronesians who meet the following requirements:

- a. They are at least 18 years of age;
- They have served at least one (1) year in the deck department aboard ocean-going vessels;
- c. They take and pass a written or oral examination demonstrating their knowledge and capability in the handling of lifeboats and liferafts; as well as a thorough knowledge of safety of life at sea requirements;
- d. They are able to speak and understand the English language as would be required in an emergency aboard ship.

Certificates of competency as lifeboatmen shall be valid for life.

6.10. <u>Transfers From One Vessel Class to Another</u>. Because of the differences in pay rates among the various classes of vessels, the following is established with regard to transfers from one vessel class to another.

Transfers are made on either of two (2) conditions: (a) at the request of the employee, or (b) at the determination of the Government that such transfer is in the best interest of the Government.

a. At Employee's Request:

When a transfer is requested by an employee for his own convenience, the Government will determine if such request can be accommodated and what positions are available. Before such transfer can become effective, the employee shall indicate

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his concurrence in writing. The employee shall be compensated at the established rate for the position to which he is transferred and at his current step irrespective of the employee's previous rate of pay.

If an employèe is transferred to a similar position aboard a smaller class ship, he shall retain his present pay rate, and, if applicable, his present step.

b. At Government Request:

One some occasions, employees are transferred because of the Government's need for their services. In such instances, these employees shall suffer no loss in pay regardless of the established rate of the position to which he is transferred.

6.11. Overtime.

- a. Masters and Chief Engineers, whether or not in an "acting" capacity are not entitled to overtime compensation. Officers who do not meet the minimum qualifications for the positions in which they are "acting" are required to serve for at least ninety (90) days at their existing rate of pay before they can be eligible to receive the established rate of pay for the position (See Section 7). To compensate Acting Masters and Acting Chief Engineers for the loss of overtime compensation benefits during this ninety (90) day period, additional compensation shall be provided at the rate of 50% of the difference between their regular bi-weekly base pay and that of the position in which they are acting.
- b. Overtime compensation will be provided for all work performed in excess of eight (8) hours in one day provided fifty-six (56) hours at straight time has first been worked in the same work week. The overtime rate is computed by dividing (26 x bi-weekly base salary) by 2,760 hours and multiplying the product by 1-1/2.
- c. All overtime work aboardship shall be submitted for approval to the Master by the following:
 - 1. Chief Engineer for all engine personnel, including Chief Electrician
 - 2. Chief Mate for deck personnel, including Radio Operator and Purser
 - 3. Chief Steward for all steward personnel
- d. Masters are responsible for the administration and control of all overtime performed by personnel under their command. When, in the opinion of the Chief of Transportation, there appears to be an excessive amount of overtime for any one person or for any one department, the Master shall be required to submit a written justification. The questionable overtime will be withheld until a determination has been made by the Chief of Transportation.

6.12. <u>Pilotage</u>. Masters of vessels larger than 2,000 Gross Registered Tons shall be entitled to receive a pilotage fee of \$40.00 for each Trust Territory port entered and \$40.00 for each Trust Territory port departed without the aid of a pilot. Pilotage fees shall apply only to Trust Territory ports that have a channel. These fees shall be payable on the pay period following submission by the Master of a signed statement containing the following information: (a) Port entered or departed; (b) Date of entry or departure; and (c) Vessel draft at entry and at departure.

6.13. <u>Differential for Fleet Support Specialists</u>. Fleet Support Specialists who are assigned to specific shoreside duty stations within the Trust Territory or outside the Trust Territory, if required, and who are required to be on standby, at any time and in any location, to ensure the efficient operation of the Trust Territory fleet, shall be provided with the following differential:

Fleet Captain - Class IV Bi-weekly base wages plus 15%

Fleet Engineer - Class IV Bi-weekly base wages plus 15%

Fleet Electrician - Class IV Bi-weekly base wages plus 15%

Fleet Steward - Class IV Bi-weekly base wages plus 15%

Only those employees designated as Fleet Support Specialists are entitled to receive the above differential.

The designation of Fleet Support Specialist is made by the Chief of Transportation and is considered permanent unless reassignment is made or the designation is withdrawn by the Chief of Transportation.

6.14. <u>Housing</u>. As a general rule, Trust Territory seaman are not entitled to housing benefits since their duties require them to remain on board their vessel. However, there will be some instances where the services of certain technical and professional shipboard personnel are required for extended period at a designated shoreside facility to perform essential work involving the operations and maintenance of the Trust Territory fleet. In such instances, the Chief of Transportation may authorize a housing allowance to eligible shipboard personnel in accordance with the following schedule:

	Employee Category	Family /Dependent Status	Bi-Weekly Housing Allowance (Maximum)
I	Employee	Without dependents	\$ 45.00
II	Employee	With one dependent	60.00
III	Employee	With two or three dependents	75.00
IV	Employee	With four or five dependents	90.00
v	Employee	With six or more dependents	100.00

The above housing allowance is provided only to those employees who are assigned by the Chief of Transportation to a designated shoreside facility and who:

1. Are recruited from one district and assigned to a district other than their home district (permanent residence): and

2. Are not otherwise provided with government housing.

For purposes of this regulation, "dependents" are restricted to include only the following:

- 1. Dependent father of employee or spouse.
- 2. Dependent mother of employee or spouse.
- 3. All dependent unmarried children under age 21, including step-children as well as legally adopted children.
- 4. All dependent unmarried children, no age restriction, who because of physical or mental incapacity are incapable of supporting themselves.

Non-Micronesian personnel recruited for work in the Trust Territory are not permitted to bring their dependents with them, unless specific exemption has been granted by the Chief of Transportation. When such personnel are primarily assigned to shoreside duty, they shall be entitled to a housing allowance with the above schedule, provided that Non-Micronesian employees with no dependents at duty station shall be entitled to housing equivalent to that of an employee with no dependents.

PART 7 LEAVES OF ABSENCE

7.1. <u>Purpose</u>. Leaves of absence from the public service are for the mutual benefit of the employee and the employer. When leaves of absence are granted, they are considered to be for legitimate reasons not detrimental to the public service.

7.2. <u>Kinds</u>. Broadly characterized, leaves of absence are either with pay or without pay.

7.3. Leaves With Pay.

- a. <u>Annual (Vacation) Leave</u>. Annual leave, or vacation, shall be granted for the purpose of rest and relaxation. Maritime Service System employees shall earn annual leave at the rate of one-half (1/2) day per pay period; provided that, upon completion of one (1) full year of continuous service, an employee shall be credited with a bonus of one (1) full day of annual leave. Annual leave requests for shipboard personnel must be recommended by the Department Head and approved by the Master. For shoreside technical support personnel, annual leave requests shall be approved by the employee's immediate supervisor. Annual leave up to the amount accumulated may be taken at any time. Repatriation to the point of hire for vacation leave shall be made at government expense upon completion of twelve (12) months of continuous service
- b. <u>Maximum Accumulation</u>. The maximum accumulation of annual leave for Trust Territory maritime personnel shall be forty-two (42) calendar days. Any excess over such maximum shall be forfeited unless taken before the end of the calendar year in which such excess was accumulated.
- c. <u>Sick Leave</u>. All employees of the Maritime Service System shall earn sick leave at the rate of one-half (1/2) day per pay period. There shall be no limit to the amount of sick leave which may be accumulated.
- d. <u>Training and Education Leave</u>. Leaves for the purpose of jobrelated training and education may be granted to permanent Maritime Service System personnel for a period not to exceed one (1) year. The Chief of Transportation may extend this period. Additional such leaves may not be granted to the same employee until and unless he performs in his position for at least one (1) year following expiration of the first leave.

The period of leave shall not affect the employee's service anniversary date.

e. <u>Compassionate Leave</u>. Permanent Maritime Service System employees may be granted compassionate leave with pay of no more than seven (7) days in cases of death, or imminent death, in the immediate family of the employee. For the purpose of this leave, the term "immediate family" shall be defined as an employee's mother, father, spouse, immediate offspring (natural or legally adopted), brother or sister, and grandmother or grandfather. The Chief of Transportation is responsible for approving compassionate leave requests.

7.4. Leaves Without Pay.

- a. <u>Maternity Leave</u>. Female employees who are permanent Maritime Service System employees may be granted leaves of absence without pay for reasons of maternity for a period of not more than six (6) months. Upon completion of such leaves, such employees are entitled to return to their positions with full rights and priviledges, except that the period of maternity leave shall serve to change the employee's service anniversary date by the length of time between the effective date of the leave and the date the employee returned to duty.
- b. <u>Training and Education Leave</u>. Permanent Maritime Service System employees who are ineligible for further training or education leaves with pay, as provided for under Sub-Part 7.3.d, or who wish to pursue their education on a full-time basis without financial assistance by the government may be granted leaves of absence without pay for a period not to exceed one (1) year. Such employees shall have the right to return to their positions at the conclusion of their education or training, and their service anniversary dates shall be adjusted by the amount of leave without pay taken. The Chief of Transportation is responsible for approving requests for Training and Education Leave.
- c. <u>Annual (Vacation) or Sick Leave</u>. With the approval of the Chief of Transportation, a permanent Maritime Service System employee may be granted leave without pay for the purpose of extending his vacation; provided however, that such extensions shall not exceed a period of twenty (20) days. Similar extensions may be granted for sick leave purposes; provided however, that the attending physician certifies to the necessity for the extension and the extension does not exceed twenty (20) days.

7.5. <u>Unauthorized Leave</u>. Unauthorized leave (absent without leave - AWOL) is absence from duty without appropriate authorization. Employees who are absent from duty without prior approval, except in bona fide emergencies, shall be charged AWOL. Employees on AWOL are subject to loss of pay and disciplinary action, including termination for cause.

7.6. <u>Responsibilities</u>. The employee shall be responsible for initiating requests for leave using such forms, documentations and explanatory material as may be required. He shall initiate such request sufficiently in advance, wherever possible, so as to enable management to make the necessary personnel adjustments for coverage of the employee's position during his absence.

The Chief of Transportation shall be responsible for reviewing all requests in the light of program needs, replacement services and legal and policy requirements. In consideration of the foregoing and any other pertinent considerations, the Chief of Transportation may approve, disapprove or arrange modifications of leave requests.

	1	2	3	4	5	6	7
Master (IV)	392,00	415.52	440.16	467.04	495.04	525.28	556.64
Ch Eng (IV)	369.60	392.00	415,52	440.16	467.04	495.04	525.28
Master (III)	301.28	319.20	338,24	358.40	379,68	402.08	426.72
Ch Eng (III)	277.76	294.56	312.48	331.52	351.68	372.96	395.36
Master (II) Ch Mate (IV) 1/Eng (IV)	254.24	269.92	285,60	302.40	320.32	339.3 6	359.52
Ch Eng (II) RDO II (IV) Ch Elec (IV)	231.84	245.28	259.84	291.20	292.32	310.24	329.28
Ch Mate (III) 1/Eng (III) Ch Elec (III)	208.32	220.64	234.08	248,64	263.20	278.88	295.28
Purser III (IV) Steward (IV)	184.80	196.00	208.32	220.64	234.08	248.64	263,20
Ch Mate (II) 1/Eng (II)	165.76	175.84	185.92	197.12	209.44	221.76	235.20
Ch Stwd (II) Ch Cook (III)	91.84	97.44	103.04	109.76	116.48	123.20	131.04
Bosun (IV)	87.36	92,96	98.56	104.16	110.88	117.60	124.32
Bosun (III)	78.40	82,88	87.36	92.96	98.56	104.16	110.88
Bosun (II)	73.92	78.40	82.88	87.36	92.96	98.56	104.16

BASE SCHEDULE OF BIWEEKLY RATES FOR SENIOR OFFICERS

() - Vessel Classes:

Class I - Established Trust Territory Pay Scale Class II - vessels between 200 and 500 Gross Tons Class III - vessesl over 500 Gross Tons but not more than 2,000 Gross Tons Class IV - vessels over 2,000 Gross Tons

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BASE SCHEDULE OF BIWEEKLY RATES FOR JUNIOR OFFICERS AND RATINGS

	1	2	3	4	5
2/Mate (IV) 2/Eng (IV)	208.32	234.08	263.20	295.68	331.52
RDO I (IV)	184.80	208.32	234.08	263.20	295.68
2/Mate (III) 2/Eng (III) 3/Mate (IV) 3/Eng IV) Asst Elec. (IV)	165.76	185.92	209.44	235.20	263.20
Purser II (III)	138,88	155.68	174.72	196,00	219.52
2/Mate (II) 2/Eng (II) 3/Mate (III) 3/Eng (III)	116.48	131.04	146.72	164.64	184.80
Purser I (III) Jr. 3/Mate (IV) Jr. 3/Eng (IV)	104.16	116.48	131.04	146.72	164.64
Asst. Cook (IV)	91.84	103.04	116.48	131.04	146.72
DM, EM (IV)	78.40	87.36	98.56	110.88	124.32
AB, Oiler	69.44	77.28	86.24	96.32	107.52
OS, Wiper Messman	58.24	64.96	72.80	81.76	91.84
			1		

() - Vessel Classes:

Class I - Establised Trust Territory Pay Scale Class II - vessels between 200 and 500 Gross Tons Class III - vessels over 500 Gross Tons but not more than 2,000 Gross Tons Class IV - vessels over 2,000 Gross Ton

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APPENDIX B

REVISED_____

TRUST TERRITORY SHIPPING ARTICLES

330

(For All Maritime Personnel)

NAME OF EMPLOYEE
SOCIAL SECURITY NO.
POSITION CLASSIFICATION
HIGHEST PERMANENT RATING OF EMPLOYEE
BI-WEEKLY SALARY
ANNUAL SALARY
POINT OF HIRE
DATE OF SALARY TO COMMENCE
DISTRIBUTION OF SALARY (If allotment requested, complete and attach TT Form 575) ASSIGNED TO
MASTER
a sea a constant de la constant de l

SHIPPING ARTICLES

WITNESSETH: That the parties hereto hereby agree as follows:

1. The Employee is hereby engaged to work in the capacity of

and to perform all of the usual duties of a

as the Employer may require, and the said Employee to conduct himself in an orderly, faithful, honest and sober manner, and to be at all times diligent in his respective duties, and to be obedient to the lawful commands of the Master of the vessel, Manager of the ship-support facility, or of any person who shall lawfully succeed him, and of his superior officers aboard the vessel, in everything relating to the vessel, and the stores and cargo thereof, whether onboard, in boats, or on shore.

And it is hereby agreed that any embezzlement or wilful or negligent destruction of any part of the vessel's cargo or stores shall be made good to the Employer out of the wages of the person guilty of same.

2. The place where the work is to be done and the services that are to be rendered will be within the Trust Territory either ashore or aboardship, or such other place or waters as the Employer may direct.

3. This Contract shall become binding on the parties only when signed by the Employee and an authorized officer or representative of the Employer.

The Employee shall enter into the service of the Employer as of a date designated by the Employer not later than thirty (30) days after the date of the signing of this Contract by the Employee. The effective date of employment shall be the date the Employee arrives at duty station or reports on board his assigned ship. The employment shall continue for a period twelve (12) months from the date of commencement of services, plus the time required for the vessel to reach a successive scheduled safe port, within the Trust Territory of the Pacific Islands, after the completion of the twelve (12) months, subject to the conditions set forth herein. The Employer shall have the option to offer to extend the period of employment under the same terms and conditions as then in effect by giving the Employee written notice of his intention to extend the employment thirty (30) days prior to the completion of the 12-month contract.

4. Beginning with the date the Employee leaves the port of embarkation, the Employer shall withhold from each salary payment due to the Employee an amount not to exceed twelve dollars and fifty cents (\$12.50), until a specified reserve fund shall have been set aside; provided, that if the employee resigns or is discharged, that all monies due to the Employee at the time of such resignation, or discharge, shall be added to and become part of said reserve. The reserve fund for employees with a point of hire in the Trust Territory shall be two hundred dollars (\$200.00). The reserve fund for employees outside of the Trust Territory shall be three hundred fifty dollars

(\$350.00). This reserve fund of monies owed by the Employer to the Employee at the time of resignation, discharge or early termination of employment shall be used to return the Employee to his official point of hire and/or to offset any outstanding obligations of the Employee to the Employer. Any part of the reserve fund not used as provided herein shall be paid to Employee at the time of early termination, resignation, or discharge.

5. In the event of emergency, accident or death, the Employer may notify:

Name		Relationship	
Address	Zip Code	Telephone	

The above address may be considered as the Employee's permanent address, or the address of the person in whose care the Employer may communicate concerning this Contract or other matters, if unable to communicate directly with the Employee. In the event of death of the Employee during the term of this Contract, the Employee authorizes the Employer to make appropriate disposition as is deemed best under the prevailing circumstances, of the body and personal effects of the Employee, provided the Employer makes reasonable attempts to contact the above person or the Employee's family before making final disposition. The Employer shall be liable for reasonable funeral expenses and expenses incurred in transporting the body to the point of hire, or such shorter distance to be designated by the Employee's estate.

6. The Employee represents:

(a) That he is property qualified (and licensed) as a

under the laws

of_____

(b) That he is over sixteen (16) years of age.

7. The Employee agrees as follows:

•

(a) To devote his exclusive services and entire skill and abilities to said employment during the period of employment, as herein set forth, and to promptly and faithfully perform all services pertaining to said employment that are or may be hereafter required of him by the Employer during the said term of employment.

(b) To observe such work hours as may be necessary for the proper performance of his duties on shore and/or afloat. Normal combined working and watch standing hours for officers and crewman in port and at sea shall be fifty-six (56) hours per week. Unless the Master considers it vital to the operation of the ship, no work, other than standing watch, will be performed on Sundays. The Master may permit shore leave for any employee for a specific number of hours in any safe port where the Master deems that such temporary leave does not endanger his ship or impede the normal work and maintenance of the ship.

(c) To report onboard ship, in a condition acceptable to the Master, to commence work at the time of day specified by the Master prior to vessel departures or major ship's work operations. Failure to so report shall be grounds for contract termination in accordance with Section 8 (c) (1).

8. The Employer agrees as follows:

(a) To transport, furnish transportation, or to pay transportation expenses including subsistence of the Employee to the Employer's headquarters from the point where hired.

(b) Subject to the various provisions of Section 8 (c), to transport, to furnish transportation, or to pay transportation expense, including subsistence, for service under this Contract; except where this period is extended in writing by the Employer to the point of employment.

(c) To pay to the Employee for his services at the rate of every fourteen (14) days, including subsistence, under this Contract, beginning with the date of commencement of services as provided in Section 8 (c) (3) and ending with the date of Employee's return to point where hired, subject, however, to the following:

(1) If the employment is terminated by the Employer for cause on the part of the Employee, the Employee shall be entitled to no further salary than is due him up to and including the date of termination. If the employment is so terminated, the Employer is under no obligation to arrange transportation for the Employee to any location other than his point of hire. The cost of this return transportation shall be deducted from the monies withheld in accordance with Paragraph 4.

Termination for cause shall include, but not limited to, lack of ability of the Employee to perform the work for which he is hired, carelessness or negligence of duties, misrepresentation of facts, untruthfulness, insubordination, incompetence, failure through fault or refusal to work, dishonesty, concealment of firearms on board ship, failure to surrender firearms to the Master, bad temper, refusal to obey directions of superiors, excessive use of alcoholic drinks, use of narcotics, shipment of unmanifested cargo in excess of necessary personal effects, concealment of any material facts for the purpose of securing this Contract, failure to obey any of the laws and regulations of the place of employment, failure to cooperate with other employees.

(2) If the employment is terminated due to the resignation of the Employee at any time prior to one (1) year from the date of this Contract, or at other than the end of any period for which this Contract, or at other than the end of any period for which this Contract may be extended or renewed, the Employee shall be entitled to no further salary than is due him to and including the effective date of resignation, and the Employer shall not be obligated to arrange transportation to any location other than the Employee's point of hire; provided, that thirty (30) days notice of termination shall have first been given to the Employer by the Employee. The cost of this return transportation shall be deducted from the monies in accordance with Paragraph 4.

(3) In the event the Employer determines the services of the Employee are no longer required for reasons other than those set forth in Sections 8 (c)
(1) and 8 (c) (2), the Employee shall be given thirty (30) days notice of termination and his salary shall terminate at the expiration of such notice. The employee shall be returned to his point of hire at the Employer's expense.

(d) Payment to the Employee for services rendered shall be made in United States dollars, but such payment shall be subject to any regulations established by the Government of the place of payment.

(e) The Employee shall be entitled to Employer furnished transportation to and from his point of hire upon completion of one (1) year's service under this Contract or extensions thereof; provided he retains Employee status. This transportation shall be made by a method at the convenience of the Employer and within thirty (3) days TERRITORIAL REGISTER, VOL: 2, NO. 1, DECEMBER 4, 1976 after the one (1) year anniversary date.

(f) The Employee shall be entitled to vacation with pay equal to fourteen (14) days per year starting with original date of hire. The Employee must work one (1) full year to be entitled to fourteen (14) days vacation with pay. Vacation with pay is mandatory and pay in lieu of actual vacation time will not be permitted unless the Master and/or the Chief of Transportation so approve.

(g) In addition to regular working hours, extra hours may be required in order to complete operations of the vessel and shall be paid at the rate of time and one-half per hour of overtime work. The average hourly rate for overtime purposes shall be determined by dividing (26 x bi-weekly salary) by 2,768 (hours of work per year).

(h) The Employees shall be entitled to subsistence (food and lodging).

(i) The Employee shall be entitled to five (5) paid holidays per year

which include:

- (1) New Years' Day, January 1;
- (2) Easter;
 - (3) Micronesia Day, July 12;
 - (4) United Nations Day, October 24;
 - (5) Christmas, December 25;

and any other national and Trust Territory holidays to which Employees of the Public Service System are entitled. Where any holiday falls on a Sunday, the Employee shall be entitled to observe it on the following Monday. If the Employee is unable to take the benefits for paid vacation or holiday, then he shall be entitled to double-time pay for each vacation day or holiday, as measured by eight (8) hours the Employee was unable to take as certified by the Master and/or the Chief of Transportation.

(j) The Employer shall pay Social Security for all seamen who are Trust Territory citizens at the established rate. The seamen will in turn pay an equivalent amount toward Social Security. This premium will be deducted from the seamen's salary every pay period and paid to the Social Security office every three (3) months.

9. Any claims arising out of this agreement shall be submitted by the Employee in writing to the Master who will then forward the Employee's claim with the Master's comments to the main office of the Employer and a copy to the Director, Transportation and Communications. Such written notice shall set forth in detail the nature of the claim and any amount claimed by the Employee and shall be submitted by the Employee or his representative.

10. The parties mutually agree as follows:

(a) The Employer may terminate the employment before the specified date for any of the following reasons:

(1) For cause;

(2) Determination by the Employer that the Employee's services are no longer needed (with notification as provided in Section 8 (c) (3).

(b) The Employer may assign the Employee to shoreside employment directly connected with the operations of Trust Territory vessels.

11. The Employee's performance of his services will at all times be subject to the supervision and direction of the Employer's principal representative at the Employer's headquarters, or the Master of the vessel or the Manager of the ship-support facility, whichever the case may be.

12. Certification by Employee: The Employee hereby certifies that he has read the foregoing agreement and that he fully understands its terms and conditions; and the Employee further certifies that the foregoing terms and conditions constitute his entire agreement with Employer and that no promises or understandings have been made other than those stated above; and it is specifically agreed that this agreement shall be subject to modification only by both the Employee and the Employer.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates written:

Signed this	day of	, 19
at		by
		Employer or Authorized Representative
Witness		
Signed this	day of	, 19
at		by
		Employee

Witness

PUBLIC NOTICE **Proposed Regulations Concerning** The Trust Territory Medical Fee Schedule Title 63 Chapter 3

The Director of the Department of Health Services is proposing to establish regulations for Title 63, Trust Territory Code, Chapter 3, Health Personnel - Training - Licensure -Fees, in accordance with the provisions of Title 17 of the Trust Territory Code.

The purpose of the proposed regulations is to establish a uniform medical fee schedule throughout the Trust Territory. However, it is not proposed to implement this fee schedule in Kusaie at this time. Notice will be published in the Territorial Register in advance of the proposed effective date for Kusaie.

Copies of the proposed regulations may be obtained from the Department of Health Services.

The Department of Health Services is soliciting views, opinions, facts, and data for or against the proposed regulations from the general public.

Anyone interested in commenting on the proposed regulations may do so by submitting comments in writing to the Director of Health Services, Department of Health Services, Headquarters, Saipan, Mariana Islands, within 30 days from the date this Notice is published in the Territorial Register.

5 N. S. S. S. S.

date N.M. 10. 1976 / Masao Kumangai, M.O.

Director of Health Services

APPROVALS FOR THE PROPOSED REGULATIONS CONCERNING THE TRUST TERRITORY MEDICAL FEE SCHEDULE

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Title 63 Chapter 3

The proposed regulations concerning the Trust Territory Medical Fee Schedule have been issued pursuant to the authority vested in me by Section 155, Chapter 3, Title 3 of the Trust Territory Code.

W. date Masao Kumangai, M.O. Director of Health Services

The proposed regulations concerning the Trust Territory Medical Fee Schedule have been reviewed by me and are found to be in proper legal form.

date Dani High Acting Attorney Gener

The proposed regulations concerning the Trust Territory Medical Fee Schedule, Chapter 3, Title 63 of the Trust Territory Code, are hereby approved and shall be promulgated in accordance with Sections 1-15 of Title 17 of the Trust Territory Code.

November 19 1976 date

Sablan Juan A. Acting SeputyHigh Commissioner

DEPARTMENT OF HEALTH SERVICES

Title 63

Chapter 3

Fees for Health Services

Authority.

Trust Territory Code, Title 63, Chapter 3, Section 155, Fees for Health Services, provides that the Director of Health Services has the responsibility to develop a Trust Territory Fee Schedule and Regulations, and approved by the High Commissioner, for implementation throughout the Trust Territory hospitals.

Purpose.

Because of the continuous decrease in health budgets, and the price of medicines and medical supplies continue to rise in the nations' market, an alternative means of generating revenues in order to maintain the current level of health in Micronesia must be developed.

The establishment of a regulated Medical Fee Schedule uniform throughout the Trust Territory is one of the major steps this administration is taking on the road to eventually becoming self-sufficient through its selfgenerated revenues.

It is the intent of this Regulation that all fees collected by each District Department of Health Services be deposited in the respective District Medical Supply Account to use in buying needed medicines, medical sundries, and other medical necessities in order to continue the delivery of an effective and optimal standard health care service in Micronesia.

T.T. Medical Services Fees Schedule

Outpatient Services

Initial Doctor's visitSchool Children	\$ 1.0 Fre	-
Prescription (categories of medication prescribed)*		
Category A	\$ 1.0	0.
Example: Aspirin (See Exhibit I)		
Category B	\$ 2.0	0
Example: Ampicillin (See Exhibit II)		
Category C	\$ 3.0	0
Example: Prolixin (See Exhibit III)		
Revisits to OPD for: dressing and/or injections	\$ 0.5	0
prescription for refill (A,B, and C) Second office visit (same condition)	\$ 0.7	5
Special Services		
Ambulance Service		
House call (weekends, holiday & after 4:30)		
Emergency call (BoatAmbulance) charge 25¢ per mile		
Home Delivery	\$16.0	0
Physical Examination		
Complete physical examination	\$ 8.0	0
P.E. (Partial)	\$ 5 . 0	0
X-Ray Services		
X-ray PA of chest	\$ 1.5	0
Lower or Upper G.I. Series	\$ 8.00	0
Gall Bladder series		
X-ray of ExtremitiesConstant of Extremities		
Abdominal (any type)		
Spinal (any type)		

*Cost of medicine and other medical supplies may change from time to time as the Director deems appropriate to be in line with market prices.

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Clinical Laboratory

Stool	
Urinalysis (all types)	
Hematology (all types)	
Blood Serology	\$ 1.50
Spinal Fluid	\$ 1.50
Bacteriology (all types)	\$ 1.00
Chemistry (all types)	

Special Procedures

Catheterization	•		
Minor abrasing and contusion	\$	1.5	0
Surgical dressing (Post-OP at OPD	\$	1.5	0
Gastric Lavage	\$	3,5	0
Insertion of retention catheters			
Closed reduction of dislocation	\$	3.0	0
I.V. fluids infusions (\$2.00 per 250cc; \$4/500cc; \$7.00/1000cc)	\$·		
Lumbar puncture	\$	4.0	0
Eye refraction			
Elastic bandage	\$	1.0	0
Open reduction of compound fracture	\$	8.0	0
Arm cast (young and adult)	\$	3.5	0
Boot below knee	\$ ·	3.5	0
Jacket-Plaster			
Embalming			
Electrocardiogram	\$	4.0	0

Inpatient

Hospita	l daily	rate	(open ward) room		
			and board, routine medication/dressing	\$	4.00
			Pediatrics		
			Semi-private room	\$ [.]	5.50
			Private room	\$	8.00
${\tt School}$	Childre	n			Free

*	Blood	transfusion	(whatever	paid (to donor	is a	n additional	charge	
			to patier	1t				ب ب مندجہ شاند سے ب	\$ 4.00

The following established surgical fees are to be applied in all instances at all T.T. Hospitals. Any surgical procedure which may be performed but does not appear in this schedule should be charged on a comparative basis with the already established list. These rates are subject to change at the discretion of the Director of Health Services:

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Abdominal:

Abscess Liver Operation	\$	30,00
Appendectomy	Ş .	45:00
Cholecystostomy	\$	45,00
Cholecystectomy	\$:	55.00
Choledochostomy	\$	55.00
Colectomy	\$	80.00
Fescal Fistula	\$	45.00
Gastrectomy Partial	\$	80.00
Gastrectomy Total	\$ ·	80.00
Gastrectomy Radical	\$	80.00
Gastroenterostomy		
Gastroscopy		
Gastrostomy	\$:	40.00
Laparatomy Explor,	\$	40.00
Pancreatectomy (subt/total)	\$	80.00
Paracentesis Abdominal	\$	15,00
Splenectomy	\$	50.00
Herniorrhaphy (inguinal)	\$	35,00
Herniorrhaphy (diaphramic)		

Biopsy:

Bone Marrow		
DP Structure	\$ 30,00	
Skin Subcut		
Prostate Biopsy	\$ 15,00	

Burns: 2nd degree

2nd category > 15	% but 2 25% (BSA))	\$ 3	10,00
3rd category >25	% but < 50% (BSA)) ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	\$ 2	20.00
Skin Graft			\$ 3	35.00

Cardiovascular:

Arteriotomy Extrem	\$ 30,00
Phlebotomy	\$ 30.00
Varicose Vein Inc. 1 LG	\$ 30.00
Varicose Veins 2 LGS	\$ 45.00

Genitourinary:

Genitourinary:	•		i j
Bartholin's GLD Exc	- \$	30.00	
Bartholin's GLD Inc.			
Biopsy Blad. Tumor			÷.,
Cervical polyp removal			
Cervix cauterization			
Cervix conization	- s	20.00	
Circum Adult	- \$	15.00	
Circum Child		10.00	
Cystocele Repair	- \$	35.00	
Vasectomy	- \$	10.00	
Tubal Ligation	∽ \$	45.00	
Cystoscopy	- \$	25.00	
Cystoscopy operative (trans urethral or removal of cyst from			
bladder)			
Cystostomy	- \$	25.00	
Cystolithotomy		45.00	
Cervix Rep. Tear		30.00	
Diverticulectomy		50.00	
Epididymectomy		25,00	
Fistula Rectovaginal		50.00	
Hydrocele Aspiration	- \$		
Hysterectomy	- \$	50.00	
I & D			
Nephrectomy			
Nephrolithotomy			
Nephrostomy			
Orchidectomy	•		
Orchidopexy			
Prostatectomy	- \$	45,00	

Nose and Throat:

Esophagogastrostomy	Ş	80.00
Esophagoscopy	\$	20.00
Esophagus Resection	\$	80.00
Gastroscopy	\$	25.00
Laryngectomy	\$	55,00
Laryngofissure repair	\$	45.00
Nasal Polypus Removal		
Tonsillectomy		
Tracheotomy	\$	20.00

Ophtholnological:

Canthotomy	\$ 20.00
Cataract Oper	\$ 55.00
Corneal transplant	\$ 60.00
Foreign body removal	\$ 10.00
Glaucoma Oper	
Lacry. Sac Excision	\$ 35.00
Orbit Reconst	
Pterygium	\$ 20.00

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Lip Unil. Incom. Cleft	
Lip double cleft	
Palate incom. cleft	\$ 40.00
Pal. Unil cleft	\$ 40.00
Pal. double cleft	\$ 45.00
Corr. deviated nose	\$ 40.00
Reconst. surgery nose	\$ 45.00

Reconst. Surgery/Repair:

Canthoplasty	\$ 30.00
Epicanthal fold	
Excess skin	\$ 40.00
Ptosis adiposa	\$ 50.00
Dermal graft	\$ 35.00
Excis. skin graft	\$ 35.00

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Otological:

Mastoidectomy	 \$	55.	.00
Tympanoplasty	 \$	30.	, 00

Obstetrical:

D & C	\$ 20.00
Caesarean Sec	\$ 45.00
Ectopic Pregnancy	\$ 45.00

Rectum:

Anal Fissure Oper	\$ 25.00
Fistula-in-Ano oper,	\$ 35.00
Hemorrhoidectomy	\$ 35.00

Thoracic:

Breast Resection (simple mastectomy) \$	\$ 35.00
Breast Tumor Exc \$	\$ 20.00
Bronchoscopy w/Biop \$	\$ 35.00
For body Rem. Lungs \$	\$ 50.00
Lobectomy \$	\$ 80.00
Mastectomy Rad. Unil, \$	\$ 80.00
Paracentesis Perica	\$ 25.00
Phrenic Nerve Oper, \$	
Pneumothorax Refill \$	\$ 15.00
Thoracentesis	\$ 15.00
Thoracostomy	\$ 30.00

Tumors, Cysts, Abscess:

Abscess	Ś	35.00
Cyst Sebaceous		
Cyst Thyroglossal	Ś	30.00
Cyst Tumor	Ś	15.00
Papilloma external	\$	10.00
Tumor Abd, wall	\$	35.00

Unclassified:

Carbuncle	
Cellulitis	
Ingrown toenail	
Thyroidectomy	\$ 55.00
Foreign body removal	\$ 20.00

Wound

Simple	Ş	5,00
Moderate	Ş	10.00
Extensive	\$	15.00

Delivery Room Charges		
Normal Delivery (such as brea		- \$ 8.00
Nursery		
Newborn daily rate after discharge Premature Newborn	e of mother	- \$ 2.50 - \$ 4.00
* In the case of inpatient routine me are all included in the daily room work, x-ray including surgeries are established rates contained in this	and board cost, Special Laborat e additional charges based on s schedule.	ory
Other Charges	an an an an an Anna an Anna Anna Anna A	· .
Eyeglasses		
Artificial limbs	or deposit \$10.00 if full price known. (May be required to pay 90% of total cost)	dvance not only
Crutches: purchase rental Hot water bag	- Full cost in advance - \$1.00/week	e and be condition.
en e	- Patients may buy at 90% of full rent at \$1.50/wk in advance and to pay full cost if damaged due negligence.	required to
Special Note:	, to a second of the second	
All collections made from rental and including equipment must be deposite Account.	l/or purchase of medical and surg	ical supplies
All medications and/or medical suppli prescribed by the physician.	es must be issued in the exact a	mount
All charges are due and payable at th rendered. Failure to make payment wi in an additional delinquent charge of and overdue.	te time the particular medical se thin thirty days after billing w ten percent (10%) on all amount	rvices is ill result s payable
All non-emergency cases in nature see \$2.00		be charged
All Public Health Clinics including w etc.will remain free of charge.	vell-baby, V.D., T.B., Leprosy, I	mmunization,

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Dispensary

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House Call	\$ 0.50
Out-patient visit (All types)	\$ 0.10
In-patient	\$ 0.50

A Medical Referral Fee Assessment Committee shall be created in each district to review each prospective medical referral patient to determine the individual's ability to pay, if and when he or she is referred for medical care outside of home district. Such Committee shall be composed of the District Finance Officer, one Consumer Representative, DDHS and Hospital Administrator. The Consumer representative shall be appointed by the District Administrator.

It shall be required that all medical referral patients referred outside of the Trust Territory as well as intra-districts pay the standard Trust Territory inpatient and/or outpatient charges, plus all other costs applicable within the established T.T. fee schedule normally charged at each district hospital, except for such services which are recommended by the assessment Committee to the High Commissioner through the Director of Health Services, and as the High Commissioner determines shall be free in order to best serve the public interest; PROVIDED, that no one in need of medical care shall be denied such care because of inability to pay all or any part of fees incurred as a result of medical evaluation/treatment.

All patients referred under the Crippled Children's Services (CCS) are exempted from the above provisions. Other federal services programs such as the Cervical Cancer Screening and Family Planning are equally exempted from charges.

This fees schedule, which shall be referred to as the Trust Territory Medical Fees Schedule, supersedes any and all other schedules pertaining to health care costs in the Trust Territory when the same are covered herein. This schedule shall become effective upon publication in the Territorial Register, in the absence of a determination by the Director of Health Services that the same shall be delayed in any district, which decision shall be evidenced by a notice published in the Territorial Register.

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CATEGORY A

EXHIBIT - I

ACETAMINOPHEN TABS.

ACETAMINOPHEN DROPS

ACETAZOLAMIDE TABS.

ACETAZOLAMIDE TABS

ALUMINUM HYDROXIDE GEL SUSPENSION

ALUMINUM HYDROXIDE GEL TABS.

AMINOSALICYLIC ACID TABS.

AS?IRIN TABS.

ASPIRIN SUPPOSITORIES

BARIUM SULFATE

BELLADONNA TINCTURE

BELLADONNA WITH PHENOBARBITAL TABS.

BELLADONNA WITH PHENOBARBITAL ELIXIR

BENROIC AND SALICYLIC ACID OINTMENT

BUSULFAN TABS.

BUTAZOLIDINE ALKA CAPS.

BUTYN METAPHEN

CAFFEINE AND SODIUM BENZOATE

CLINITEST TAB.

ENEMA-READY TO USE SQUEEZE BOTTLE-AQUIOUS

ENEMA-READY TO USE SQUEEZE BOTTLE-OIL RETENTION

GLYCERIN SUPPOSITORIES, ADULT

GLYCERIN SUPPOSITORIES, INFANT

GLECERYL GUAIACOLATE SYRUP

HEPARIN SODIUM INJ.

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HEXAVITAMIN TAB.

MULTIVITAMIN WITH FLUORIDE,

MAGNESIUM SULFATE CRYSTALS

SUCCHARIN SODIUM.

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AMINOPHYLLIN TABS.

AMINOPHYLLIN WITH PHENOBARBITAL TAB.

AMINOPHYLLIN SUPPOSITORIES

AMINIPHYLLIN INJECTION

AMINOPHYLLIN EPHEDRINE AMOBARBITAL TABS.

ATARAX TABLET/SYRUP

ATROPINE SULFATE OPHTHALMIC OINTMENT

ATROPINE SULFATE INJECTABLE

ATROPINE SULFATE OPTHALMIC SOLUTION

BACITRACIN-POLYMYXIN-NEOMYCIN W/HYDROCORTISONE TROPICAL OINTMENT

BACITRACIN, NEOMYCIN, POLYMYXIN B WITH HYDROCORTISONE EYE OINTMENT

BACITRACIN, NEOMYCIN, POLYMYSIN B EYE OINTMENT

BETHANECHOL CHLORIDE INJECTABLE

BETHANECHOL CHLORIDE TABLETS

BISACODYL TABLETS

BISACODYL SUPPOSITORIES

CALCIUM DISODIUM ACETATE INJECTABLE

CALCIUM DISODIUM ACETATE TABLETS

CALCIUM GLUCONATE INJECTABLE

CALCIUM LACTATE POWDER

CALCIUM LACTATE TABLETS

CARBASONE TABLETS

CEPHALEXIN MONOHYDRATE CAPS.

CEPHALEXIN MONOHYDRATE SUSP.

CEPHALOTHIN SODIUM INJECTION

CLOXACILLIN SODIUM CAPSULES

493

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CATEGORY B

CLOXACILLIN SODIUM SOLUTION ORAL 1.1.1.1.125 COD LIVER OIL COLCHICINE TAB COGENTIN MESYLATE BENZTROPINE CORTICOTROPIN GEL. CORTISONE ACETATE TABS. DIIODOHYDROXYQUIN VAGINAL SUPPOSITORIES DEHYDROCHOLIC ACID TABS. DEHYDROCHOLATE SODIUM INJ. DELFEN CONTRACEPTIVE CREAM KIT REG WITH APPLICATOR DEXAMETHOSONE ELIXIR, PEDIATRIC a a tra a DEXAMETHOSONE CREAM . DEXAMETHASONE SODIUM PHOSPHATE INJ. DEXAMETHASONE TABS. DEXTRAN 6% IN NORMAL SALINE ALCOHOL 5% DIXTROSE 5% IN WATER DEXTROSETIX DEXTROSE provide a second second second second DEXTROSE 2 1/2% IN NORMAL SALINE · * • DEXTROSE 5% IN 0.2% SODIUM CHLORIDE DEXTROSE 5% IN 0.2% SODIUM CHLORIDE DEXTROSE 2.5% IN 0.45% SODIUM CHLORIDE DEXTROSE 2.5% IN 0.45% SODIUM CHLORIDE DEXTROSE 5% IN 0.45% SODIUM CHLORIDE DEXTROSE 5% IN HALF NORMAL SALINE DEXTROSE 5% IN HALF NORMAL SALINE

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DEXTROSE 2 1/2% IN HALF STRENGTH LACTATED RINGERS

DEXTROSE 2 1/2% IN HALF STRENGTH LACTATED RINGERS

DEXTROSE 2 1/2% IN HALF STRENGTH RINGERS SOLUTION

DEXTROSE 5% IN LACTATED RINGERS

DEXTROSE 5% IN RINGERS

DEXTROSE 2 1/2% IN WATER

DEXTROSE 2 1/2% IN WATER

DEXTROSE 5% IN WATER

DEXTROSE 5% IN WATER

DEXTROSE 5% IN WATER

DEXTROSE 5% IN WATER

DEXTROSE 10% IN WATER

HALF NORMAL SALINE

HALF NORMAL SALINE

LACTATED RINGERS SOLUTION

NORMAL SALINE

NORMAL SALINE

RINGER SOLUTION

DIAMINODIPHENYL SULFONE TABS.

DIAMUNODIPHENYL SULFONE TABS.

DIATRIZOATE SODIUM INJ.

DIENOESTROL VIGINAL CREAM

DIETHYLSTILBESTROL TABS.

DIETHYLCARBAMAZINE CITRATE TABS.

DIGITOXIN TABS.

DIGITOXIN TABS.

DIGITOXIN INJ.

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CATEGORY B

DIGOXIN TABS.

DIGOXIN INJ.

DIGOXIN ELIXIR

DIIODOHYDROXYQUIN VAGINAL SUPPOSITORIES

DIIODOHYDROXYQUIN TABS.

DIMENHYDRINATE TABS.

DIMENHYDRINATE INJ.

DIMENHYDRINATE ELIXIR

DIMERCAPROL INJ.

DIMERCAPROL INJ.

DIPHENHYDRAMINE HCL CAPS.

DIPHENHYDRAMINE HCL ELIXIR

DIPHENHYDRAMINE HCL INJ.

DIPHENYLHYDANTOIN ORAL SUSPENSION

DIPHENYLHYDANTOIN TABS.

DIPHENYLHYDANTOIN CAPS.

DIPHENYLHYDANTOIN INJ.

DISODIUM EDTATE INJECTABLE

DOMEBORO TABS.

DOPAR LEYODOPA ANTI PACKINSON CAPS.

DYMELOR ACETOHEXAMIDE TABS.

EDROPHONIUM HCL INJ.

ELAVIL TABS.

EMETINE HCL INJ.

GLYCERYL TRINITRATE SUBLINQUAL TABS.

EPHEDRINE SULFATE TABS.

EPHEDRINE SULFATE CAPS. TERRITORIAL REGISTER, VOL. 2, NO. 1, DECEMBER 4, 1976

CATECORY B

EXHIBIT - II

EPHEDRINE SULFATE TABS. EPHEDRINE SULFATE CAPS. EPHEDRINE SULFATE INJ. EPINEPHRINE INJ. EPINEPHRINE INHALER and a start of the start of the EPINEPHRINE SOLUTION, TROPICAL EPINEPHRINE IN OIL SUSPENSION and the second ERGONOVINE MALEATE INJ. ERGONOVINE MALEATE TAB. ERGOTAMINE TARTRATE TABS. ERGOTAMINE TARTRATE INJ. 化化合物 化苯基乙酰氨酸 化合金 ERGOTAMINE TARTRATE WITH CAFFEINE SUPPOSITORIES ERGOTAMINE TARTRATE WITH CAFFEINE TAB. and the second states of the ERYTHROMYCIN SUSPENSION Provide Providence of the Provide State ERYTHROMYCIN CAPS. e la centra desta de las ESTROGENIC SUBSTANCES, CONJUGATED Contractor Contractor Production ETHOTONIN TAB. ETHIONAMINE TAB. and a start of the first of the start ETHOSUXIMIDE CAP. FERROUS SULFATE TAB. FERROUS SULFATE SOLUTION 1、温山、香油(Z)、米子(Z)(AS 2000)(4)。 FERROUS SULFATE ELIXIR FIBRINOLYSIN AND DESOXYRIBONUCLEASE OINTMENT Adda Carlas FLUOROURACIL SODIUM STRIPS, OPHTHALMIC FLUOROURACIL INJ. 建装 化正式合成合合物 网络金属石 医神经溃疡 FUROSEMIDE TABS. an an third the state of the FUROSEMIDE INJ. stands which for the second second

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CATEGORY B

EXHIBIT - II

11 - 14<u>5</u> 1 GENTAMYCIN SULFATE INJ. GENTIAN VIOLET i yan yang GENTIAN VIOLET VAGINAL APPLICATORS GRISEOFULVIN TAB. ٩., HEMORRHOIDAL SUPPOSITORIES HEMORRHOIDAL SUPPOSITORIES WITH HYDROCORTISONE 1.14 HOMATROPINE OPHTHALMIC SOLUTION HYALURONIDASE INJ. 有些人,这些事实的,是一些好新**生**的。 HYDRALAZINE INJ. 1. 1. 1. 1. 1. N. M. N. N. M. HYDRALAZINE TAB. HYDROCHLORTHIAXIDE The second state of the second second HYDROCORTISINE OINTMENT HYDROCORTISONE TABS. HYDROCORTISONE CREAM A CANADA CALANDA A AND A AND HYDROCORTISONE SODIUM SUCCINATE ISOPROTERENOL HCL INHALANT 1. 1. 2. 1704 ISOPROTERENOL HCL TABS. ISOPROTERENOL INJ. ISOSORBIDE DINITRATE SUBLIQUAL TAB. ang ana s ICHTHAMMOL OINTMENT IDOXURIDINE OPHTHALMIC OINTMENT INSULIN, ZINC CRYSTALLINE INJ. And the second INSULIN. ISOPHANE INJ. 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 -INSULIN ZINC CRYSTALLINE INJ. a standard and a standard and a standard a s INSULINE, ISOPHANE INJ. IODIZED OIL INJ.

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CATEGORY B

IODOCHLORHYDRAXYQUIN CREAM

IOPANOIC ACID TABS.

IRON-DEXTRAN COMPLEX INJ.

ISONIAZID INJ.

ISONIAZID TAB.

ISONIAZID SYRUP

KAFPCIN (CEPHALAGICIN DIHYDRATE)

KANAMYCIN CAPSULES

KANAMYCIN PEDIATRIC INJ.

KANAMYCIN INJ.

KAOLIN

KAOLIN WITH PECTIN ORAL SUSPENSION

KAOLIN WITH NEOMYCIN ORAL SUSPENSION

LEVALLORPHAN TARTRATE INJ.

LEVARTERENOL BITARTRATE INJ.

LIDOCAINE INJ.

LIDOCAINE VISCOUS

LIDOCAINE OINTMENT

LIPO LUTIN IN OIL

LIVER INJ.

MAGNESIUM SULFATE INJ.

MANNITOL INJ.

MEDROXYROGESTERONE ACETATE TAB.

MEDROXYROGESTERONE ACETATE INJ.

MENTHOL COMPOUND OINTMENT

MEPROBAMATE TAB.

MERCAPTOPURINE TAB.

499

EXHIBIT - II

METARAMINOL BITARTRATE INJ.

METHANOL

METHENAMINE MANDELATE TAB.

METHENAMINE MANDELATE SUSPENSION

METHOTREXATE TAB.

METHOTREXATE INJ.

METHYLERGONOVINE MALEATE INJ.

METHYLERGONOVINE MALEATE TAB.

METHYLPREDNISOLONE ACETATE INJ.

METHYL SALICYLATE, PLAIN

METHYLTESTOSTERONE TAB.

METRONIDAZOLE TAB.

METRONIDAZOLE VACINAL SUPPOSITORIES

MINERAL OIL

NATA TABS.

NEMA WORM CAPS.

NEOMYCIN TABS.

NEOSTIGMINE METHYLSULPHATE INJ.

NEOSTIGMINE METHYSULPHATE IN.

NEOSTIGMINE BROMIDE TABS.

NITROFURANTOIN TABS.

NITROFURANTOIN SUSPENSION

NITROFURANZONE OINTMENT

NYSTATIN ORAL TABLETS.

NYSTATIN CREAM

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CATEGORY B

EXHIBIT - II

NYSTATIN ORAL SUSPENSION POLYMYXIN B SULFATE INJ. POLYMYXIN B OTIC DROPS POLYMYXIN B NEOMYCIN HYDROCORTISONE OTIC DROPS PENICILLIN G POT, INJ. PENICILLIN G PROÇAINE INJ. PHENOBARBITAL ELIXIR PHENYLAZODIAMINO PYRIDINE HCL TAB. PHENYLEPHRINE CHL INJ. PHENYLEPHRINE HCL JELLY PHENYLEPHRINE HCL NASAL SOLUTION PILOCARPINE EYE OINTMENT PILOCARPINE EYE SOLUTION PIPERAZINE CITRATE TAB. POPERAZINE CITRATE SYRUP POPERAZINE CITRATE SYRUP POTASSIUM PHENOXYMETHYL PENICILLIN TABS. POTASSIUM PHENOXYMETHYL PENICILLIN SUSPENSION POTASSIUM SHLORIDE INJ. PREDNISOLONE EYE OINTMENT PREDNISONE TABS. PRIMIDONE SUSPENSION PRIMIDONE TASS. PROBENECID TABS. PROBENECID TABS.

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CATEGORY B

PROCAINAMIDE CAPS. PROCAINAMIDE INJ. PROGESTERONE ETHISTERONE TABS. PROPANTHELINE BROMIDE TABS. PROPOXYPHENE HCL CAPS. PROPOXPHENE NAPSYLATE PROPRANOLOL HCL TABS. PROPYLTHIOURACIL TAB. PROTAMINE SULFATE INJ. PROMETHAZINE HCL. INJ. PROMETHAZINE HCL SYRUP PROMETHAZINE EXPECTORANT PROMETHAZINE HCL TABS. PYRIBENZAMINE TABS. PYRIBENZAMINE ELIXIR PYRIDOSTIGMINE BROMIDE TAB. PYRIDOXINE HCL INJ. PYRVINIUM PAMOATE ORAL SUSP. PYRVINIUM POMOATE TABS. OUINAGLUTE DURA TABS. QUINIDINE SULFATE INJ. QUINIDINE SULFATE TABS. QUININE SULFATE CAPS. **REGITINE PHENOTOLAMINE** RESERPINE INJ. RESERPINE TABS.

RESORCINOL

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EXHIBIT - II

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CATEGORY B

RIFADIN

RITALIN HCL TABS.

SILVER NITRATE WAX AMPS.

SILVER NITRATE STICKS

SODIUM LACTATE INJ.

SODIUM SALICYLATE TAB.

SOCIUM SULFACETAMINE EYE OINTMENT SODIUM SULFACETAMIDE EYE SOLUTION

SODIUM TRIIODOTHYRONINE TABS.

SPIRONOLACTONE TABS.

STONE FISH ANTIVENE

STREPTOMYCIN INJ.

SUCCINYLCHOLINE CHLORIDE INJ.

SUDAFED TABS.

SULFISOXAZOLE TABS.

SULFISOXAZOLE SUSPENSION

SULFISOXAZOLE INJ.

SULFISOXAZOLE VAGINAL CREAM

SULFOBROMOPHTHALEIN SODIUM INJ.

TESTOSTERONE INJ.

TETRACAINE OPHTHALMIC DROPS

TETRACHLORTHYLENE CAPS.

TETRACYCLINE HCL CAPS.

TETRACYCLINE SUSPENSION SYRUP

TETRACYCLINE HCL PEDIATRIC DROPS

TETRACYCLINE INJ.

TETRACYCLINE INJ.

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CATEGORY B

THEOPHYLLINE ORAL SOLUTION

THEOPHYLLINE EPHEDRINE PHENOBARBITAL SUSPENSION

THIABENDAZOLE SUSPENSION

THIABENDAZOLE CHEWABLE TABS.

THIAMINE HCL TABS.

THIOTEPA

THYROID TABS.

TINVER LOTION

TOFRANIL HCL

TOLBUTAMIDE TABS.

TOLNAFTATE SOLUTION, TOPICAL

TRIFLUOPERAZINE INJ.

TRIFLUOPERAZINE TABS.

TRIHEXYPHENIDYL HCL TABS.

TRIMETHADIONE CAPS.

TRIPLE SULFA TABS.

TRIPROLIDINE WITH PSEUDOEPHEDRINE HCL TABS.

TRIPROLIDINE WITH PSEUDOEPHEDRINE HCL SYRUP

UNDECYLINIC ACID OINTMENT

VALMID ENTHINAMATE TAB.

VASOPRESSIN INJ.

VASOPRESSIN IN OIL INJ.

VELBAN INJ.

CIOMYCIN

VITAMIN B WITH C INJ.

VITAMIN B COMPLEX WITH VITAMIN C INJ.

VITAMIN B6 TABS.

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VITAMIN B12 INJ.

VITAMIN C TABS.

VITAMIN D CAPS.

VITAMIN K TABS.

VITAMIN K INJ.

VITAMIN K INJ.

VITAMIN K INJ.

WARFARIN SODIUM INJ.

WARFARIN SODIUM TABS.

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CATEGORY C

ALDOMENT TABS. ALLOPURINOL TABS AMBENONIUM CHLORIDE TABS AMPICILLIN INJ AMPICILLIN CAPS AMPICILLIN ORAL SUSPENSION AMPICILLIN SUSPENSION AMPICILLIN SUSPENSION AMPICILLIN SODIUM INJECTION AMPICILLIN SODIUM INJECTION ANTABUSE TABLETS ANTABUSE TABLETS ATROPINE SULFATE TABS CHLORAMBUCIL TABLETS CHLORAMINE CHLORAMPHENICOL CAPSULES CHLORAMPHENICOL SUCCINATE CHLORAMPHENICOL SUSPENSION CHLORDIAZEPHOXIDE CAPSULES CHLOROQUIN PHOSPHATE TABLETS CHLORPHENIRAMINE MALEATE TABLETS **CHLORP ROMAZINE** CHLORPROMAZINE HCL TABLETS CHLORPROMAZINE HCL TABLETS

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CHLORPROMAZINE HCL INJ

CHLORPROMAZINE HCL SYRUP

CHLORPROPAMIDE TABLETS

CHLORPROPAMIDE TAB.

CHLORTRIMETON MALEATE INJ

CHLORTRIMETON MALEATE INJ

CYCLAINE HEXYCAINE HCL

CYCLEX DIURETIC TRANQUILIZER

CYCLOPHOSPHAMIDE TABS

CYCLOPHOSPHAMIDE INJ

CYCLOPHOSPHAMIDE INJ

CYCLOSERINE CAPS

CYPROHEPTADINE HCL TABS

CYTOMEL

DALMANE CAPS

DALMANE CAPS

GUANETHIDINE SULFATE TAB

KENALOG CREAM

KETAJECT KETAMINE HYDROCHLORIDE

KETAJECT (KETAMINE) HYDROCHLORIDE

MELLARIL TABS

MELLARIL TABS

MELLARIL TABS

MELPHALAN TAB

MEPHENTERMINE SULFATE INJ

MYAMBUTOL TABS

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CATEGORY C

EXHIBIT - III

 $(x_{i},y_{i}) \in \mathcal{A}_{i} \setminus \{y_{i}\}$

MYAMBUTOL TABS

NAFCULLIN INJ

NALARPHINE HCL INJ

NALARPHINE HCL INJ

NARACAN INJ

OXYTOCIN INJ

PERCORTEN DESOXYCORTICOSTERONE ACETATE

PANCRELIPASE CAPSULES

PARLAZ CAP

PERSANTIN TABS

PHENFORMIN CAPS., LONG ACTING

PROCHLORPERAZINE TABS

PROCHLORPERAZINE SYRUP

PROCHLORPERZAINE IN.

PROLIXIN TABS.

PROLIXIN DECANOATE INJ

RIFAMPIN

SINEQUAN CAPS

SINEQUAN CAPS

TELDRIN CAPS

VINCREISTINE SULFATE INJ

PUBLIC NOTICE Proposed Trust Territory Pesticides Regulations

Title63, Chapter 13, Subchapter IV

The Trust Territory Environmental Protection Board is proposing to establish regulations for Title 63, Trust Territory Code, Chapter 13, Air, Land and Water Pollution, Subchapter IV, Pesticides Regulations, in accordance with the provisions of Title 17 of the Trust Territory Code.

The purpose of the proposed regulations is to establish a system of controls over the distribution, sale and use of pesticides in the Trust Territory.

Copies of the proposed regulations may be obtained from the Trust Territory Environmental Protection Board.

The Trust Territory Enviornmental Protection Board is soliciting views, opinions, facts, and data for or against the proposed regulations from the general public.

Anyone interested in commenting on the proposed regulations may do so by submitting comments in writing to the Trust Territory Enviornmental Protection Board, Headquarters, Saipan, Mariana Islands within 30 days from the date this notice is published in the Territorial Register.

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1) cono uga. Masao Kumangai, M.O., Chairman

Trust Territory Environmental Protection Board

TERRITORIAL REGISTER, VOL. 2, NO' 1, DECEMBER 4, 1976

APPROVALS FOR THE PROPOSED REGULATIONS CONCERNING

TITLE 63, CHAPTER 13, SUBCHAPTER IV

The proposed pesticides regulations have been issued pursuant to the authority vested in me by Section 505 et seq, Chapter 13, Title 63 of the Trust Territory Code.

Date

Masao Kumangai, M.O., Chairman Trust Territory Environmental Protection Board

The proposed pesticides regulations have been reviewed by me and are found to be in proper legal form.

Date

Daniel J. High

Acting Attorney General

The proposed pesticides regulations, Chapter 13, Subchapter IV, Title 63 of the Trust Territory Code, are hereby approved and shall be promulgated in accordance with Sections 1-15 of Title 17 of the Trust Territory Code.

1976 Novi Date

All And States

Juan A. Sablan, Acting Deputy High Commissioner

TITLE 63

PUBLIC HEALTH, SAFETY AND WELFARE

CHAPTER 13 AIR, LAND AND WATER POLLUTION

SUBCHAPTER IV

TRUST TERRITORY PESTICIDES REGULATIONS

PART 1. GENERAL PROVISIONS

1.1 <u>Authority</u>. These regulations are promulgated and issued by the Trust Territory Environmental Protection Board pursuant to the authority granted it by Public Law 4C-78 (63 TTC 505 et seq.).

1.2 <u>Purpose</u>. The purpose of these regulations is to establish a system of control over the distribution, sale and use of pesticides by persons within the Trust Territory of the Pacific Islands.

1.3 <u>Definitions</u>. As used herein, unless the context otherwise requires, the term:

a. "Administrator" means the person designated by the Board to administer the Trust Territory Pesticides Law and Regulations.

b. "Certification" means the authorization granted by the Trust Territory Government to any person to distribute, sell or use pesticides.

c. "EPB" means the Trust Territory Government Environmental Protection Board.

d. "Competent" means that a person is able and qualified to administer pesticides in accordance with requirements under Pesticides Regulations.

e. "Federal Act" means Federal Pesticide Act.

f. "Fungus" means all non-chlorophyll-bearing thallophytes including rusts, smuts, mildews, molds and yeasts, except those on or living in man or other animals and those on or in processed foods, beverages, or pharmaceuticals.

g. "General use pesticides" means those Pesticides that may be applied by the general public without further restrictions other than those specified on the label.

h. "Environmental" includes water, air, land, and all plants and man and other animals living therein, and the interrelationships which exist among them. i. "Hazard" means a situation where there exists a probability that a given pesticide will cause injury or have an adverse effect on the environment.

j. "Importation" means causing to be brought into the Trust Territory.

k. "Label" means the written, printed, or graphic matter on, or attached to, the pesticide or device or any of its containers or wrappers.

1. "Misbranded" means a label bearing any statement, design, or graphic representation which is false, misleading, not conforming to the standards established by the Board, is a limitation of or is offered for sale under the name of another pesticide, does not bear the registration number as required by the law, does not contain directions for use which are necessary to effect the purpose of the law, and does not conform to requirements set by the law.

m. "Nematode" means minute unsegmented roundworms of the class Nematoda which inhabit soil, plants, water and animals.

n. "Notice of arrival" is a legal document, designated to collect information concerning the importation and consignment of pesticides in the Trust Territory.

o. "Person" means an individual, corporation, partnership, association, Trust Territory, or political subdivision thereof, Trust Territory Agency, Municipality, Commission, foundation or other institution or entity.

p. "Pesticides" means any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, and any substance or mixture of substances intended for use as plant regulator, defoliant, or desiccant.

q. "Quarantine Inspector" means Plant and Animal Quarantine Inspector.

r. "Pest" means any insect, rodent, nematoda, fungus, weed, or any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other micro-organism which the Administrator declares to be a pest.

s. "Rodents" means mammals of Rodentia family, such as rats, and mice.

t. "Restricted pesticide" means pesticides so designated by the Federal Insecticide, Fungicide, and Rodenticide Act, as amended and so designated on the label and as adopted by the Board to be unsafe for use by persons other than a certified applicator.

u. "Sell or distribute" means to distribute, solicit, offer for sale, hold for sale, transport, or deliver for transportation in interdistrict or between points within the Trust Territory.

v. "Trust Territory" means Trust Territory of the Pacific Islands.

w. "Virus" means any of a group of submicroscopic infective agents which cause diseases in plants and animals.

x. "Weed" means any plant which grows where it is not wanted.

PART 2. PROHIBITED ACTS

2.1 Sale and distribution. It shall be unlawful for any person to distribute, import, sell, offer for sale, hold for sale, transport, deliver for transportation, or receive and having so received, deliver or offer to deliver to any person in the Trust Territory any of the following:

a. Any pesticide which is not registered with the Administrator, or any pesticide if the composition differs from its registered composition or any of the claims made for it or any of the directions for its use differ in substance from representation made in connection with its registration.

b. Any pesticide which contains any substance or substances in quantities highly toxic to man, unless the label bears the following: .

(i) a symbol of the skull and crossbones;

(ii) the words "Poison" prominently displayed;

(iii) a statement of an antidote for the pesticide.

c. Any pesticide which is adulterated or misbranded.

d. Any pesticide or device that is an imitation of another pesticide.

e. Any restricted pesticide unless the person has a license issued in accordance with the law.

f. Any restricted pesticide to person other than a certificated pesticide applicator or a licensed dealer.

g. Apply any pesticide in excess of recommended dosage on any agricultural crop, livestock, or residential, recreational, and watershed area; or inconsistent with time or other limitations specified on its label registered with the Administrator.

h. Use, store, transport, mix or discard any pesticide or the containers of such pesticide in any manner which would have adverse effect on the environment.

i. Use or apply restricted pesticides unless the person is acting under the instruction and control of a certified pesticide applicator with a valid certificate issued pursuant to these regulations.

2.2 Alterations. It shall be unlawful to:

a. detach, alter, deface, in whole or in part, any label or alter any labeling of a pesticide unless such action is taken with the approval of the Administrator to correct an improper label or labeling;

b. add any substance to, or take any substance from a pesticide in a manner that may defeat the purpose of this law;

c. use for a person's own advantage or to reveal any information relative to formulas of products acquired in the administration of these regulations, to persons other than to proper officers or employees of the Trust Territory, or courts in response to subpoena, or to physicians, or in emergencies to pharmacists and other qualified persons for use in the preparation of antidotes;

d. for any pesticide dealer, wholesaler, or retailer to expose or to offer for sale or to solicit or receive orders for the sale of restricted pesticides unless the dealer, wholesaler, or retailer has applied for and obtained an annual license; and

e. for any pesticide dealer, wholesaler, or retailer to expose or to offer for sale or to solicit or receive orders for the sale of restricted pesticides to any person other than a certified pesticide applicator.

PART 3. REGISTRATION

3.1 <u>Importation</u>. Any pesticide which is imported into the Trust Territory shall be registered with the Administrator; provided that products which have the same formula, are manufactured by the same person, the labeling of which contains the same claims, and the labels of which bear a designation identifying the product as the same pesticide, may be registered as a single pesticide, and additional names and labels shall be added by supplemental statements during the current period of registration. To be acceptable for registration, any pesticide, must be registered in accordance with these regulations. The registrant shall file with the Administrator a statement including:

a. The name and address of the registrant and the name and address of the person whose name will appear on the label, if other than the registrant.

b. The name of the pesticide.

c. A complete copy of the labeling accompanying the pesticide and a statement of all claims to be made under it, including directions for use.

d. If requested by the Administrator, a full description of the tests made and the results thereof upon which claims are based.

3.2 Fee and Expiration. The registrant shall pay an annual fee of ten dollars (\$10.00) for each pesticide registered. Registration shall expire on June 30th of each year and shall be renewed annually.

In the case of renewal of registration, a statement shall be required only with respect to information which is different from that furnished when the pesticide was previously registered.

3.3 <u>Special considerations</u>. The Administrator, whenever he deems it necessary in the administration of this Part, may require the submission of the complete formula of any pesticide. If it appears to the Administrator that the composition of the product is such as to warrant the proposed claims for it and if the product and its labeling and other material required to be submitted comply with the requirements of these regulations, he shall register the product.

3.4 Refusal. The Administrator may refuse to register a pesticide when he determines that:

a. The pesticide or its labeling does not comply with these regulations; or

b. the registrant fails to comply with the registration procedures set forth by regulations; or

c. the pesticide is misbranded; or

d. the proposed use would result in substantial adverse effect on the environment.

3.5 <u>Cancellation</u>. To protect the environment and the public health the Administrator with the approval of the Board may after due process and hearing, cancel the registration of a pesticide. Such cancellation shall be made after the final determination of the TEPB.

3.6 Suspension. If the Administrator determines that action is necessary to prevent an imminent hazard during the time required for cancellation proceedings, he may, by order, suspend the registration of a pesticide immediately. The suspension order shall be in effect until the TEPB issues its final order either cancelling or denying the cancellation of the registration. Any person who will be adversely affected by such order may obtain judicial review thereof by filing in the Trust Territory High Court, within sixty days after the entry of such order, a petition praying that the order be set aside in whole or in part. The Court shall have jurisdiction to affirm or set aside the order complained of in whole or in part. The findings of the Board with respect to questions of fact shall be sustained if supported by substantial evidence when considered on the record as a whole. Upon application, the Court may remand the matter to the Board to take further testimony if there are reasonable grounds for the failure to adduce such evidence in the prior hearing, the Board may modify its findings and its order by reason of additional evidence so taken and shall file the additional record and any modification of the findings or order with the Clerk of Court.

PART 4. LICENSING, RECORDS, LABELING

4.1 <u>Licensing</u>. Every person who sells or distributes pesticides in the Trust Territory shall obtain an annual license from the Administrator. Licensing shall conform to the following procedures:

a. <u>Records</u>. Any person issued license shall keep accurate records containing following information:

(1) The delivery, movement, or holding of any restricted pesticide or device including the quantity.

(2) The date of shipment and receipt.

(3) The name of consignor and consignee.

(4) Any other information, necessary for the enforcement of these regulations, as may be prescribed by the Administrator with the approval of the Board.

The Administrator shall have access to such records at any reasonable time to copy or make copies of such records for the purpose of carrying out the provisons of these regulations. Unless required for the enforcement of these regulations, such information shall be confidential and if summarized, shall not identify an individual person.

b. Fees. A license applicant shall pay a fee of five dollars (\$5.00), which shall be payable to the Treasurer of the Trust Territory.

4.2 <u>Labeling</u>. Each container of pesticides shall bear thereon or attached thereto in a conspicuous place, a plainly written or printed label in the English language or in the vernacular providing the following information.

a. Name, brand, or trademark under which the pesticides is sold or distributed.

b. Ingredient statement.

c. Direction for use which if complied with will adequately protect health and environment.

d. Warning or caution statement.

e. Name and address of the manufacturer, registrant, or person for whom manufactured.

f. Weight or measure of content.

g. Environmental Protection Agency's registration number.

h. Classification statement.

PART 5. SEIZURES, STOP-SALE, REMOVAL FROM SALE ORDERS, BANNING

5.1 <u>Seizures</u>. Any pesticide that is distributed, sold, offered for sale, transported, or delivered for transportation in violation of this part, may be seized by the Administrator or his representative. Any article seized hereunder shall, after due process and hearing, be disposed by the Administrator or his representative at the expense of the seller and distributor or in lieu thereof, the seller and distributor may return or destroy the article at their own expense. The proceeds, if any, shall be delivered to the Trust Territory treasurer.

5.2 <u>Stop-sale</u>. The Administrator or his representative may issue and enforce a written or printed "stop-sale" or "removal from sale" order to withhold from sale any pesticide or device that is distributed, sold, offered for sale, transported, or delivered for transportation in violation of the law or these regulations. When a decree of condemnation is entered against the pesticide, court costs, fees, storage, and other proper expenses shall be awarded against the person, if any, appearing as claimant of the pesticide.

5.3 Banning of pesticides. The TTEPB may ban the use of certain pesticides or specific uses of certain pesticides when such usage is deemed to have substantial adverse effects on the environment. The Administrator shall take necessary action to cancel the registration of such banned pesticides or uses.

PART 6. STANDARDS AND GUIDELINES

6.1 Administrator. The Administrator shall establish standards and guidelines subject to the approval of the TIEPB which specify those conditions related to the use and application of pesticides which may constitute substantial adverse effect on the environment. He shall establish limitations and conditions for the use and application of pesticides.

PART 7. IMPORTATION OF PESTICIDES

7.1 <u>Notice of arrival</u>. Any importer desiring to import pesticides into the Trust Territory shall submit to the Administrator a completed Notice of Arrival Form prior to the arrival of the shipment from the United States or any other foreign sources. Upon receipt, the Administrator shall complete the form, indicating the disposition to be made of the shipment of pesticides or devices upon their arrival in the Trust Territory and shall return a copy of the form to the importer or his agent.

7.2 <u>Arrival of shipment</u>. When a shipment of pesticides arrives, the importer or his agent shall submit to the Plant and Quarantine Inspector at the port of first arrival, the Notice of Arrival completed by the Administrator and indicating the Quarantine and Customs action to be taken on the shipment of pesticides or devices and certify its agreement therewith.

7.3 Shipments Arriving Without the Notice of Arrival

a. When a shipment of pesticides or devices arrives in the Trust Territory without the submission by the importer or his agent of the Notice of Arrival, such shipment shall be detained by the Plant and Quarantine Inspector at the importer's risk and expense for a period not to exceed 30 days until such form is submitted or other disposition is ordered by the Administrator.

7.4 Release of Shipment or Entry Refused

a. If the completed notice of arrival directs the Quarantine Inspector to release the shipment of pesticides or devices, the shipment shall be released to the importer. If the completed notice of arrival directs the Quarantine Officer to refuse entry of the shipment, such shipment shall be refused entry and shall be treated as a prohibited importation.

PART 8. EXEMPTIONS

8.1 An exemption to the application of these regulations may be granted by the Administrator to the Trust Territory Departments or agencies for experimental or research work directed towards obtaining knowledge of the characteristics and proper usage of specified or experimental pesticides. Research and experimental work conducted by private agencies with adequate research facilities may also be similarly exempted upon approval by the Administrator. The approval must be in writing and state the specific exemptions and conditions.

PART 9. ADMINISTRATOR OF THE TRUST TERRITORY PESTICIDE REGULATIONS

9.1 Agricultural Division. The Chief of the Agricultural Division of the Trust Territory Department of Resources and Development or his representative is hereby designated to be the Administrator of the Trust Territory Pesticides Regulations.

PART 10. VIOLATIONS AND PENALTY

10.1 Any person who violates these regulations shall be fined not more than one thousand dollars (\$1,000) or be imprisoned for not more than one (1) year or both.

PUBLIC NOTICE Proposed Regulations Concerning Toilet Facilities and Sewage Disposal Title 63, Chapter 13, Subchapter V

The Trust Territory Environmental Protection Board is proposing to establish regulations for Title 63, Trust Territory Code, Chapter 13, Air, Land and Water Pollution, Subchapter V, Toilet Facilities and Sewage Disposal, in accordance with the provisions of Title 17 of the Trust Territory Code.

The purpose of the proposed regulations is to establish minimum standards for toilet facilities and sewage disposal to minimize environmental pollution, health hazards, and public nuisance from such facilities.

Copies of the proposed regulations may be obtained from the Trust Territory Environmental Protection Board.

The Trust Territory Environmental Protection Board is soliciting views, opinions, facts, and data for or against the proposed regulations from the general public.

Anyone interested in commenting on the proposed regulations may do so by submitting comments in writing to the Trust Territory Environmental Protection Board, Headquarters, Saipan, Mariana Islands within 30 days from the date this notice is published in the Territorial Register.

Date

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Masao Kumangai, M.O., Chairman Trust Territory Environmental Protection Board

TERRITORIAL REGISTER, VOL. 2, NO. 1, DECEMBER 4, 1976

APPROVALS FOR THE PROPOSED REGULATIONS CONCERNING

TITLE 63, CHAPTER 13, SUBCHAPTER V

The proposed regulations concerning Toilet Facilities and Sewage Disposal, have been issued pursuant to the authority vested in me by Section 505 et seq, Chapter 13, Title 63 of the Trust Territory Code.

Date

Masao Kumangai, M.O., Chairman Trust Territory Environmental Protection Board

The proposed regulations concerning Toilet Facilities and Sewage Disposal, have been reviewed by me and are found to be in proper legal form.

Date

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Danieł J. High Acting Attorney	General

The proposed regulations concerning Toilet Facilities and Sewage Disposal, Chapter 13, Subchapter V, Title 63 of the Trust Territory Code, are hereby approved and shall be promulgated in accordance with Sections 1-15 of Title 17 of the Trust Territory Code.

November 19, 1969 Date

Sablan, Acting Deputy High Commissioner

TERRITORIAL REGISTER, VOL. 2, NO. 1, DECEMBER 4, 1976

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TOILET FACILITIES AND SEWAGE DISPOSAL REGULATIONS

PART 1. GENERAL PROVISIONS

March Land 1.1 Authority. These regulations are promulgated and issued by the Trust Territory Environmental Protection Board pursuant to the authority granted it by 63 TTC 505 et seq. These regulations shall have the force and effect of law and are intended to supplement and not to supersede those regulations promulgated in the Territorial Register, Vol. 1, No. 3 pp. 88-90.

1.2 Purpose. The purpose of these regulations is to establish minimum standards for toilet facilities and sewage disposal to minimize environmental pollution, health hazards, and public nuisance from such facilities.

1.3 Definitions. As used herein, unless the context otherwise the put where requires, the term:

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a. "Board" means Trust Territory Environmental Protection Board.

b. "Cesspool" means an excavation which receives raw sewage, and from which liquid seeps or leaches directly into the surrounding soil.

> c. "Owner of property" includes owner, occupant, possessor, lessee, and any person who has control of the property.

"Person" includes any individual, firm, partnership, corporation, d. company, association, joint stock company, trust or government entity.

e. "Privy" means a structure and ground excavation for the disposal of human excreta by non-water carriage methods. Examples are: "pit privy", "outside benjo", and "trench latrine".

"Realty" includes land, buildings, and dwelling structures. f.

α. "Seepage pit" means a covered pit with open jointed lining through which septic tank effluent or laboratory, kitchen or laundry waste may seep or leak into the surrounding soil.

"Septic tank" means a water-tight receptacle which receives h. raw sewage designed and constructed so as to retain solids, digest

and the second organic matter through a period of detention, and allows the liquid to discharge into the sub-soil outside the tank through buried open-joint piping system or a seepage pit.

i. "Septic tank system" means a septic tank as herein defined together with the buried open-pit.

"Sewage" include untreated or insufficiently treated human j. excreta, food waste disposed of through sewers, liquid waste from residences, commercial and industrial establishments, and such diluting water as may have entered the waste disposal system.

"Trust Territory" means Trust Territory of the Pacific Islands. k.

PART 2. TOILET AND SEWAGE FACILITIES REQUIREMENTS

2.1 Requirement. It is required that all public buildings, including commercial buildings, schools, hospitals, built for the purpose of conducting public activities or engaging in public functions, shall have toilet and sewage facilities in accordance with the types as provided hereinafter in Part 3. and a start of the second s Second second

PART 3. TYPE OF TOILET AND SEWAGE FACILITIES

3.1 Type 1. Type 1 refers to toilet which is flushed with water and connected to a public sewer system.

3.2 Type 2. Type 2 refers to toilet which is flushed with water and connected to a septic tank, cesspool, or combination of both.

3.3 Type 3. Type 3 refers to pit privy (outside benjo).

3.4 Public sewerage system. Where a public sewerage system is available, all wastewater plumbing outlets from any buildings shall be connected to the public sewerage system, and all toilet facilities must be of Type 1. This part shall apply to all buildings, public or otherwise, which may be used for dwellings, and are constructed after the effective date of this regulation.

3.5 Water available. Where water is available from a public works or other government agency, but a public sewer system is not available, toilet facilities shall be Type 2. This part shall apply to all buildings, public or otherwise, which may be used for dwelling constructed after the effective date of this regulation.

3.6 Other dwellings. All other dwellings, not included in the above categories, which are in existence prior to the effective date of this regulation and are using Type 2 facilities, may continue to use such facilities, if they meet the applicable sanitation requirements and pose no immediate water pollution threat or public health hazard. Provided, however, that five years from the effective date of this regulation, the said

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facilities are caused to be connected to the public sewer system, if a sewer system is available.

3.7 Absence of public water system. In the absence of public water and sewerage system all toilet and disposal facilities shall be of Type 3.

PART 4. PERMIT REQUIRED

4.1 <u>Board approval</u>. No building construction, public or private, may be initiated without first obtaining a permit from the Board providing that the toilet disposal facilities intended to serve such building will be in compliance with Part 3 of these regulations.

4.2 <u>Required information</u>. The Board shall require any or all of the following information on the basis of which the determination of granting a permit is made:

a. Plot plan drawn to scale completely dimensioned, showing direction and approximate slope of surface, location of all present and proposed structures, drainage channels, utilities, roads, streams, and other surface water and sewage facilities in relation to property line and other structures.

b. Description of the complete installation of toilet and sewage disposal including quality, kind and grade of material, equipment and method of assembly and installation.

c. A log of soil formation and ground water levels. No building permit, or occupancy permit under any Trust Territory Building Code, if any, shall be issued without prior compliance with these regulations.

PART 5. STANDARDS

5.1 <u>Construction</u>. Every cesspool, septic tank system, seepage pit, or privy shall have a substantial and water tight curbing around the top thereof to retain the earth outside, and prevent the seepage of the contents to the surface of the earth. Every cesspool, septic tank, or seepage pit shall be provided with a substantial and water tight cover and shall be provided with a manhole not less than 12 inches for cleaning purposes. All toilet-housing structures shall be constructed of such material as will prevent access to human excreta by rodents, flies or other vectors. Every cesspool or seepage pit where caving is possible shall be lined with concrete building blocks, stones, precast concrete, or similar durable material. Ventilation shall be provided for each toilet facility, to extend outside the building and shall not be less than six feet high, measured from the ground level.

5.2 Location. No cesspool, septic tank system, seepage pit, or privy (outside benjo) shall be located, constructed or maintained so as to contaminate any potable water supply, and in no case shall any cesspool, septic tank system, seepage pit or privy be located at a horizontal distance of less than fifty feet from any river, creek, pond, reservoir, stream, well, spring, or body of water. No cesspool, septic tank system, seepage pit, or privy shall be constructed or maintained less than five feet from the boundary line of the property.

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PART 6. INSPECTION BEFORE COVERING REQUIRED

6.1 No cover shall be placed over any cesspool, septic tank system, seepage pit, nor a privy be put in use until it has been inspected and approved by the Board or its authorized representative.

PART 7. ADDITIONAL REQUIREMENTS

7.1 All toilet seats shall have a close-fitting cover. During use all non-water carriage excreta disposal pits shall be covered from time to time with earth or lime to exclude flies and prevent odor. Each cesspool, septic tank, or seepage pit shall be properly filled with earth when replaced by an approved new system, and in the case of a privy (outside benjo) shall be sealed with earth when the level of excreta reaches within two feet of the ground surface.

PART 8. DISPOSITION OF SEWAGE AND EXCRETA

8.1 It shall be unlawful to dispose of treated or semitreated sewage or excreta into any river, creek, stream, pond, well, reservoir, body of water, or onto the ground, whether public or private, unless it is clearly shown that such activity is necessary for <u>economic</u> <u>and social value</u>, or for research purposes and that the said activity poses no public health hazard. A special permit shall be required from the Trust Territory Environmental Protection Board for each such activity.

PART 9. MAINTENANCE AND RESPONSIBILITIES

9.1 Toilets and sewage facilities shall be maintained at all times in good repair and in a clean and sanitary condition. The owner of the property is primarily responsible for the structural completeness, good repair, and maintenance of toilet and sewage facilities in conformity with applicable sanitation regulations.

PART 10. REPAIR OR REPLACEMENT

10.1 Any toilet and sewage disposal facility, cesspool, septic tank, seepage pit, or privy which fails to comply with the provisions of these regulations, shall be repaired, altered, cleaned, emptied, or removed and replaced by the owner of the property as may be ordered by the Board or its authorized representative.

PART 11. VIOLATIONS AND PENALTY

11.1 When an investigation reveals that in the course of new construction, the toilet and sewage and/or excreta disposal facilities have been constructed or altered in violation of any provision of the construction permit or of these regulations, the Board shall issue an order to cease and desist and direct that those persons not complying with the requirements of these regulations a) comply forthwith, b) in the event of a threatened violation, take appropriate remedial or preventive action. The Board or its designated representative may, whenever it is necessary for the purposes of these regulations, enter any establishment or upon any property, at reasonable times, for the purposes of inspection or obtaining information to carry out the purpose of these regulations.

11.2 Public hearing for consideration of issuance of a cease and desist order shall be conducted by the Board, adequate notice of which and opportunity to appear and be heard at which shall be afforded to all interested persons.

11.3 Cease and desist orders of the Board shall become effective and final as to the said Board upon issuance thereof. Copies shall be served forthwith by registered mail upon the person being charged with the violation of the requirements and upon other affected persons who appeared at the hearing and requested a copy.

11.4 Any person who may be adversely affected by the enforcement of any standard policy, permit or these regulations and who alleges its invalidity, may file a petition for a declaratory judgment thereon addressed to the Trial Division of the High Court in the district where the petitioner is a resident.

11.5 Any person who violates any provisions of these regulations shall be subject to a civil penalty not to exceed \$1,000 per day of such violation. Such sums shall be paid to the Treasurer of the Trust Territory for credit to the General Fund of the Congress of Micronesia.

The Attorney General or his designated representative, upon request of the Board, shall petition the Trial Division of the High Court for a judgment assessing damages.

PART 12. EFFECTIVE DATE

12.1 These regulations shall become effective when published in adopted form in the Territorial Register.