CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671) 648-3002 | guamccu.org

GUAM POWER AUTHORITY WORK SESSION

CCU Conference Room
12:00 p.m., Thursday, July 23, 2020

AGENDA

1. **CALL TO ORDER**

2. **ISSUES FOR DECISION**
   - 2.1 Authorization for Contract Award for the Supply of Residual Fuel Oil No. 6 / Resolution 2020-16

3. **GM REPORT**
   - 3.1 Updates

4. **ISSUES FOR DISCUSSION**
   - 4.1 Update of GPA Personnel Rules and Regulations

5. **OTHER DISCUSSION**
   - 5.1 CCU Rules

6. **DIVISION REPORTS**
   - 6.1 Administration: Customer Service, HR, Procurement, Safety
   - 6.2 Communications
   - 63 Engineering & Technical: Engineering, IT, Planning & Regulatory, SPORD
   - 6.4 Finance
   - 6.5 Operations: Facilities, Generation, PSCC, T&D, Transportation

7. **ANNOUNCEMENTS**
   - 7.1 Next Meeting: CCU Meeting: July 28

8. **ADJOURNMENT**

GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Issues for Decision

Resolution No. 2020-16:

Relative to: Authorizing the Management of Guam Power Authority to Award the Contract for the Supply of Residual Fuel Oil No.6 to **HYUNDAI CORPORATION**.

What is the project's objective? Is it necessary and urgent?

The Guam Power Authority's current contract for Supply of Residual Fuel Oil No.6 for the Baseload Plants is expiring in August 31, 2020. The new fuel supply contract is necessary to provide uninterrupted supply of fuel for the Baseload plants.

Where is the location?

Residual Fuel Oil No.6 will be supplied to the baseload plants

1. Cabras 1&2
2. MEC 8&9

How much will it cost?

The 3-year contract is estimated to cost approximately **$276,779,088** requiring prior approval from the PUC.

When will it be completed?

The contract is planned for an initial period of three (3) years to commence on or about September 01, 2020 and to expire on August 31, 2023, with the option to extend for two (2) additional one-year terms.

What is its funding source?

Fuel revenue funds

The RFP/BID responses:

Three (3) bidders responded to the solicitation under IFB GPA-050-20. **HYUNDAI CORPORATION** was determined to the lowest responsive and responsible bidder.

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RESOLUTION NO. 2020-16

AUTHORIZING THE MANAGEMENT OF THE GUAM POWER AUTHORITY TO PETITION THE PUBLIC UTILITIES COMMISSION TO AWARD THE CONTRACT FOR THE SUPPLY OF RESIDUAL FUEL OIL NO.6

WHEREAS, GPA's current 2-Year contract with Mobil Oil Guam for the supply of Residual Fuel Oil No.6 (RFO No. 6) is expiring in August 31, 2020; and

WHEREAS, in anticipation of this expiration date, GPA was authorized by the CCU under GPA Resolution No. 2020-06 and approved by the PUC under Docket 20-11 to issue bids for the procurement of a new residual fuel oil supply contract; and

WHEREAS, the Procurement Officer has provided adequate public announcement for the need for such fuel supply services through Invitation for Multi-Step Bid No. GPA-050-20 describing the type of services required and specifying the type of information and data required of each offeror; and

WHEREAS, Hyundai Corporation, Mobil Oil Guam, and Hanwha Corporation, submitted bids for GPA consideration; and

WHEREAS, the results and evaluation of the bids are provided in **Exhibit A**; and

WHEREAS, HYUNDAI CORPORATION was determined to be the lowest, most responsive bidder meeting the requirements of the bid solicitation; and

WHEREAS, the estimated Fixed Premium Fee cost based on estimated supply quantities has a value of approximately $26,710,692 for the first year, $35,044,025 for the second year, and $29,408,019 for the third year, for a total of **$91,162,736** for the three-year contract base period as shown in **Exhibit A**; and

WHEREAS, the average Fixed Premium Fee for **HYUNDAI CORPORATION** of $105.417/MT ($16.575/bbl) for the 3-year contract period is approximately 44% higher than the current contract average Fixed Premium Fee of $73.227/MT ($11.514/bbl) for the same period**.** The estimated cost increase in Fixed Premium for the 3-year base period is approximately $27,837,264; and

WHEREAS, the Residual Fuel Oil No.6 Supply Contract with **HYUNDAI CORPORATION** shall be for an initial period of three (3) years and is anticipated to commence in September 01, 2020 and to expire in August 31, 2023 with two one-year extension options renewable annually upon mutual agreement of both parties; and

WHEREAS, the award of the contract to **HYUNDAI CORPORATION** based on estimated supply quantities has a value of approximately $94,207,547 for the first year, $102,540,881 for the second year, and $80,030,660 for the third year, for a total of **$276,779,088** for the three-year contract period.

NOW THEREFORE, BE IT RESOLVED, by the CONSOLIDATED COMMISSION ON UTILITIES as the governing body of GPA, and subject to the review and approval of the Public Utilities Commission as follows:

1. The General Manager of the Guam Power Authority is hereby authorized to enter into a three (3) year contract commencing September 01, 2020 and expiring August 31, 2023 for a total contract cost of **$276,779,088** with **HYUNDAI CORPORATION** for the supply of Residual Fuel Oil No.6.

2. The General Manager of the Guam Power Authority is hereby authorized an increase in obligating authority to the annual value of the contract and execute such agreements and documents necessary for a contract with **HYUNDAI CORPORATION**.

RESOLVED, that the Chairman of the Commission certifies and the Board Secretary attests the adoption of this Resolution.

DULY and REGULARY ADOPTED AND APPROVED THIS 23RD DAY of JULY, 2020

Certified by:	**Attested by:**
JOSEPH T. DUENAS Chairperson Consolidated Commission on Utilities	**MICHAEL LIMTIACO** Secretary Consolidated Commission on Utilities

I, Michael Limtiaco, Secretary for the Consolidated Commission on Utilities (CCU), as evidenced by my signature above do certify as follows:

The foregoing is a full, true, and correct copy of the resolution duly adopted at a regular meeting of the members of Guam Consolidated Commission on Utilities, duly and legally held at the meeting place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

EXHIBIT A- CONTRACT COST ANALYSIS

Basis: Conversion bbl/MT 6.360 (Reference: Petroleum Table 13)

	BASE CONTRACT- 1st of 3 YEARS			BASE CONTRACT- 2nd of 3 YEARS			BASE CONTRACT- 3rd of 3 YEARS			SUMMARY: 3-YEAR BASE CONTRACT PERIOD	
	bbls/yr	bbl/MT	mt/yr	bbls/yr	bbl/MT	mt/yr	bbls/yr	bbl/MT	mt/yr	**bbls/yr**	**mt**
LSFO	500,000	6.360	78,616	1,500,000	6.360	235,849	1,500,000	6.360	235,849	**3,500,000**	**550,314**
HSFO	1,500,000	6.360	235,849	500,000	6.360	78,616	0	6.360	0	**2,000,000**	**314,465**
Total RFO	2,000,000		**314,465**	2,000,000		**314,465**	1,500,000		**235,849**	**5,500,000**	**864,780**

MS IFB GPA-050-20 3-YEAR BASE PERIOD	**Bidder #1 Hyundai Corp.**	**Bidder #2 Mobil Oil Guam**	**Bidder #3 Hanwa**	**Bidder #1 Hyundai Corp.**	**Bidder #2 Mobil Oil Guam**	**Bidder #3 Hanwa**	**Bidder #1 Hyundai Corp.**	**Bidder #2 Mobil Oil Guam**	**Bidder #3 Hanwa**	**Bidder #1 Hyundai Corp.**	**Bidder #2 Mobil Oil Guam**	**Bidder #3 Hanwa**	**COMPARISON w/ CURRENT CONTRACT GPA-009-18 Mobil Oil Guam (Calculated for 3 Years)**
1. LSFO, 1.19% Sulfur max.													
Quantity (metric tons or "mt")	78,616	78,616	78,616	235,849	235,849	235,849	235,849	235,849	235,849	550,314	550,314	550,314	550,314
Bid Price (Bid Reference Price + Bid Fixed Premium Fee), $/mt	$339.330	$416.424	$341.570	$339.330	$516.101	$354.670	$339.330	$527.575	$365.270	$339.330	$506.779	$357.341	
ESTIMATED CONTRACT COST ($)	$26,676,886.79	$32,737,735.85	$26,852,987.42	$80,030,660.38	$121,721,933.96	$83,648,584.91	$80,030,660.38	$124,428,066.04	$86,148,584.91	$186,738,207.55	$278,887,735.85	$196,650,157.23	
Bid Reference Price ($/mt)	$214.640	$214.640	$214.640	$214.640	$214.640	$214.640	$214.640	$214.640	$214.640	$214.640	$214.640	$214.640	
Bid Fixed Premium Fee ($/mt)	$124.690	$201.784	$126.930	$124.690	$301.461	$140.030	$124.690	$312.935	$150.630	$124.690	$292.139	$142.701	$88.500
Variance with Current Premium Fees										($36.19)	($203.64)	($54.20)	
Fixed Premium Fee Cost ($/bbl)	$19.605	$31.727	$19.958	$19.605	$47.400	$22.017	$19.605	$49.204	$23.684	$19.605	$45.934	$22.437	$13.915
Variance with Current Premium Fees										($5.690)	($32.019)	($8.522)	
Fixed Premium Fee Cost (mt x $/mt), $	$9,802,673	$15,863,522	$9,978,774	$29,408,019	$71,099,292	$33,025,943	$29,408,019	$73,805,425	$35,525,943	$68,618,711	$160,768,239	$78,530,660	$48,702,830
Savings /(Additional Expense): Current Contract vs. New Bid										($19,915,881)	($112,065,409)	($29,827,830)	
2. HSFO, 2.00% Sulfur max.													
Quantity (metric tons or "mt")	235,849	235,849	235,849	78,616	78,616	78,616	0	0	0	314,465	314,465	314,465	314,465
Bid Price (Bid Reference Price + Bid Fixed Premium Fee), $/mt	$286.330	$356.866	$313.970	$286.330	$436.636	$327.970	$286.330	$448.128	$337.970	$286.330	$376.809	$317.470	
ESTIMATED CONTRACT COST ($)	$67,530,660.38	$84,166,509.43	$74,049,528.30	$22,510,220.13	$34,326,729.56	$25,783,805.03	$0.00	$0.00	$0.00	$90,040,880.50	$118,493,238.99	$99,833,333.33	
Reference Price ($/mt)	$214.640	$214.640	$214.640	$214.640	$214.640	$214.640	$214.640	$214.640	$214.640	$214.640	$214.640	$214.640	
Bid Fixed Premium Fee ($/mt)	$71.690	$142.226	$99.330	$71.690	$221.996	$113.330	$71.690	$233.488	$123.330	$71.690	$162.169	$102.830	$46.500
Variance with Current Premium Fees										($25.190)	($115.669)	($56.330)	
Fixed Premium Fee Cost ($/bbl)	$11.272	$22.363	$15.618	$11.272	$34.905	$17.819	$11.272	$36.712	$19.392	$11.272	$25.498	$16.168	$7.311
Variance with Current Premium Fees										($3.96)	($18.19)	($8.86)	
Fixed Premium Fee Cost (mt x $/mt), $	**$16,908,019**	**$33,543,868**	**$23,426,887**	**$5,636,006**	$17,452,516	$8,909,591	$0	$0	$0	$22,544,025	$50,996,384	$32,336,478	**$14,622,642**
Savings /(Additional Expense): Current Contract vs. New Bid										($7,921,384)	($36,373,742)	($17,713,836)	
3. Total RFO (LSFO + HSFO)													
Quantity (metric tons or "mt")	314,465	314,465	314,465	314,465	314,465	314,465	235,849	235,849	235,849	864,780	864,780	864,780	864,780
ESTIMATED CONTRACT COST ($)	**$94,207,547.17**	**$116,904,245.28**	**$100,902,515.72**	**$102,540,880.50**	**$156,048,663.52**	**$109,432,389.94**	**$80,030,660.38**	**$124,428,066.04**	**$86,148,584.91**	**$276,779,088.05**	**$397,380,974.84**	**$296,483,490.57**	
LEVELIZED UNIT COST ($/mt)	$299.58	$371.76	$320.87	$326.08	$496.23	$348.00	$339.33	$527.58	$365.27	$320.06	$459.52	$342.84	
Average Fixed Premium Fee Cost ($/mt)	$84.940	$157.116	$106.230	$111.440	$281.595	$133.355	$124.690	$312.935	$150.630	$105.417	$244.877	$128.203	$73.227
Variance with Current Premium Fees										($32.190)	($171.650)	($54.975)	
Average Fixed Premium Fee Cost ($/bbl)	$13.355	$24.704	$16.703	$17.522	$44.276	$20.968	$19.605	$49.204	$23.684	$16.575	$38.503	$20.158	$11.514
Variance with Current Premium Fees										($5.061)	($26.989)	($8.644)	
Fixed Premium Fee Cost ($)	**$26,710,692**	**$49,407,390**	**$33,405,660**	**$35,044,025**	**$88,551,808**	**$41,935,535**	**$29,408,019**	**$73,805,425**	**$35,525,943**	**$91,162,735.85**	**$211,764,622.64**	**$110,867,138.36**	**$63,325,472**
Savings /(Additional Expense): Current Contract vs. New Bid										**($27,837,264.15)**	**($148,439,150.94)**	**($47,541,666.67)**	
										-44%	-234%	-75%	
Ranking (1 as the Lowest Bidder)										**1**	**3**	**2**	

NUMBER OF MULTI-STEP INVITATIONS ISSUED: 3

NUMBER OF MS-IFB RECEIVED: 3

PROCUREMENT DIVISION

GUAM POWER AUTHORITY

ABSTRACT OF MULTI-STEP-IFB 'PHASE II'

MULTI-STEP INVITATION NUMBER: MS GPA-050-20

OPENING DATE: 06/26/2020 **OPENING TIME:** 9:30 AM

DESCRIPTION OF SUPPLIES OR SERVICES: SUPPLY OF RESIDUAL FUEL OIL NO. 6

BIDDER

No.: [1] Vendor Name: Hyundai Corporation

[ ] BID GUARANTEE:

[ ] Bid Bond #: _____ Amount: $_____

[ ] Certificate of Authority [ ] Power of Attorney

[ ] Standby Letter of Credit #_____ Amount $_____

[ ] Letter of Credit #_____ Amount $_____

[ ] Cashier's or Certified Check #_____ Amount $_____

[ ] Wire Transfer

[ ] Statement of Qualifications

[ ] Affidavits (Original Form)

[ ] Affidavits (Copy Form): Originals submitted with _____

[ ] Major Shareholders [ ] Non-Collusion [ ] No Gratuities or Kickbacks

[ ] Ethical Standards [ ] Wage Determination [ ] Restriction Against Sex Offendors

[ ] Business License [ ] Contractors License

[ ] Local Procurement Signed and Submitted

[ ] Literature

DESCRIPTION	LINE ITEM 1: 1ST YEAR	LINE ITEM 2: 2ND YEAR	LINE ITEM 3: 3RD YEAR	LINE ITEM 4: 1ST YR EXTENSION	LINE ITEM 5: 2ND YR EXTENSION
~~QTY.~~					
~~UNIT~~					
~~DELIVERY~~					
	"LOW SULFUR FUEL OIL"				
BASIC	124.690	124.690	124.690	124.690	124.690
~~UNIT COST~~					
~~PART NUMBER~~					
~~CATALOG NUMBER~~					
~~MANUFACTURER~~					
~~DELIVERY~~					
~~TOTAL LUMP SUM~~					
	"HIGH SULFUR FUEL OIL"				
ALTERNATE	71.690	71.690	71.690	71.690	71.690
~~UNIT COST~~					
~~PART NUMBER~~					
~~CATALOG NUMBER~~					
~~MANUFACTURER~~					
~~DELIVERY~~					
~~TOTAL LUMP SUM~~					

I hereby certify that all bids received in response to this invitation were opened under my personal supervision, and that the names of all bidders have been entered herein.

SIGNATURE

Basis For Award

[ ] Lowest Responsive Bidder
[ ] Tie Bid
[ ] Only Bid
[ ] Other Than Lowest Responsive Bidder

TABULATED BY: _____ DATE: 6/26/20

PAGE 1 OF 3

NUMBER OF MULTI-STEP INVITATIONS ISSUED: 3

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PROCUREMENT DIVISION

GUAM POWER AUTHORITY

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MULTI-STEP INVITATION NUMBER: MS GPA-050-20

OPENING DATE: 06/26/2020 **OPENING TIME:** 9:30 A.M.

DESCRIPTION OF SUPPLIES OR SERVICES: SUPPLY OF RESIDUAL FUEL OIL NO. 6

DESCRIPTION	LINE ITEM 1	LINE ITEM 2	LINE ITEM 3	LINE ITEM 4	LINE ITEM 5
~~QTY.~~	1ST YEAR	2ND YEAR	3RD YEAR	1ST YR. EXTENSION	2ND YR. EXTENSION
~~UNIT~~					
~~DELIVERY~~					
	" LOW SULFUR FUEL OIL "				
~~BIDDER~~					
No.: [2] Vendor Name: ~~Mobil~~ Mobil Oil Guam Inc.					
~~PRICE~~	201.784	301.461	312.935	312.723	313.696
~~UNIT COST~~					
~~PART NUMBER~~					
~~CATALOG NUMBER~~					
~~MANUFACTURER~~					
~~DELIVERY~~					
~~TOTAL LUMP SUM~~					
	" HIGH SULFUR FUEL OIL "				
~~ALTERNATE~~	142.226	221.996	233.488	204.069	235.044
~~UNIT COST~~					
~~PART NUMBER~~					
~~CATALOG NUMBER~~					
~~MANUFACTURER~~					
~~DELIVERY~~					
~~TOTAL LUMP SUM~~					

[ ] BID GUARANTEE:
- [ ] Bid Bond #: _____ Amount: $_____
- [ ] Certificate of Authority [ ] Power of Attorney
- [ ] Standby Letter of Credit #_____ Amount $_____
- [ ] Letter of Credit #_____ Amount $_____
- [ ] Cashier's or Certified Check #_____ Amount $_____
- [ ] Wire Transfer

- [ ] Statement of Qualifications
- [ ] Affidavits (Original Form)
- [ ] Affidavits (Copy Form): Originals submitted with _____
  - [ ] Major Shareholders [ ] Non-Collusion [ ] No Gratuities or Kickbacks
  - [ ] Ethical Standards [ ] Wage Determination [ ] Restriction Against Sex Offendors
  - [ ] Business License [ ] Contractors License
  - [ ] Local Procurement Signed and Submitted
  - [ ] Literature

I hereby certify that all bids received in response to this invitation were opened under my personal supervision, and that the names of all bidders have been entered herein.

SIGNATURE

TABULATED BY: Aquinas **DATE:** 6/26/20

Basis For Award
- [ ] Lowest Responsive Bidder
- [ ] Tie Bid
- [ ] Only Bid
- [ ] Other Than Lowest Responsive Bidder

PAGE 2 OF 3

NUMBER OF MULTI-STEP INVITATIONS ISSUED: 3

NUMBER OF MS-IFB RECEIVED: 3

PROCUREMENT DIVISION

GUAM POWER AUTHORITY

MULTI-STEP INVITATION NUMBER: MSGPA-050-20

OPENING DATE: 06/26/2020 **OPENING TIME:** 9:30 AM

ABSTRACT OF MULTI-STEP-IFB 'PHASE II'

DESCRIPTION OF SUPPLIES OR SERVICES: SUPPLY OF RESIDUAL FUEL OIL NO. 6

BIDDER

No.: [3] Vendor Name: Hanwha Corporation

[ ] BID GUARANTEE:

[ ] Bid Bond #: _____ Amount: $_____

[ ] Certificate of Authority [ ] Power of Attorney

[ ] Standby Letter of Credit #_____ Amount $_____

[ ] Letter of Credit #_____ Amount $_____

[ ] Cashier's or Certified Check #_____ Amount $_____

[ ] Wire Transfer

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[ ] Affidavits (Original Form)

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[ ] Business License [ ] Contractors License

[ ] Local Procurement Signed and Submitted

[ ] Literature

DESCRIPTION	LINE ITEM 1	LINE ITEM 2	LINE ITEM 3	LINE ITEM 4	LINE ITEM 5
~~QTY.~~	1ST YEAR	2ND YEAR	3RD YEAR	1ST YR. EXTENTION	2ND YR. EXTENSION
~~UNIT~~					
~~DELIVERY~~					
	"LOW SULFUR FUEL OIL"				
~~BASE~~	126.93D	140.03D	150.63D	M.33D	M.33D
~~UNIT COST~~					
~~PART NUMBER~~					
~~CATALOG NUMBER~~					
~~MANUFACTURER~~					
~~DELIVERY~~					
~~TOTAL LUMP SUM~~					
	"HIGH SULFUR FUEL OIL"				
~~ALTERNATE~~	99.33D	113.33D	123.33D	152.33D	152.33D
~~UNIT COST~~					
~~PART NUMBER~~					
~~CATALOG NUMBER~~					
~~MANUFACTURER~~					
~~DELIVERY~~					
~~TOTAL LUMP SUM~~					

I hereby certify that all bids received in response to this invitation were opened under my personal supervision, and that the names of all bidders have been entered herein.

SIGNATURE

Basis for Award

[ ] Lowest Responsive Bidder
[ ] Tie Bid
[ ] Only Bid
[ ] Other Than Lowest Responsive Bidder

TABULATED BY: _____ DATE: 6/26/20

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Invitation For Multi-Step Bid

No. GPA-050-20

SUPPLY OF RESIDUAL FUEL OIL NO.6

Volume II

CONTRACT

TABLE OF CONTENTS

CONTRACT

CONTRACTOR

GUAM POWER AUTHORITY

IFB No. GPA-050-20

SUPPLY OF RESIDUAL FUEL OIL NO.6

FORMAL CONTRACT

This Agreement and Formal Contract ("Contract"), is made and entered into on the _____ day of _____, 2020 by and between:

_____, hereinafter referred to as CONTRACTOR, with its principal address at _____;

\- and –

GUAM POWER AUTHORITY, hereinafter referred to as the **"Authority"** or **"GPA"**, a Public Corporation with its office located at the Gloria Nelson Public Service Complex, Fadian Mangilao Guam;

R E C I T A L S

WHEREAS, GPA desires to maintain uninterrupted supply of Residual Fuel Oil No.6 (hereinafter referred to as "RFO") to its Baseload Power Plants; and

WHEREAS, the current contract for the supply of RFO will expire on August 31, 2020; and

WHEREAS, GPA seeks to procure a new Contractor for the supply of RFO; and

WHEREAS, the Consolidated Commission on Utilities has determined that the (CONTRACTOR) is a preferred option for GPA to supply the RFO requirements for the Authority; and

WHEREAS, the Guam Public Utilities Commission has, through stipulation, ordered GPA to proceed with the procurement of a CONTRACTOR for the Supply of RFO; and

WHEREAS, GPA has issued an Invitation For a Multi-Step Bid for the Supply of Residual Fuel Oil No.6 under IFB GPA-050-20; and

WHEREAS, **CONTRACTOR** submitted a bid in response to the Invitation for Bid for the Supply of RFO; and

WHEREAS, GPA, upon evaluation of the submitted bid proposals, determined that **CONTRACTOR**. is the lowest responsive and responsible bidder.

NOW, THEREFORE, in consideration of the above premises and the mutual promises set forth herein and the terms and conditions hereinafter set forth and for other good and valuable consideration, receipt of which is hereby acknowledged; **CONTRACTOR** and GPA hereby agree as follows:

SECTION 1. DEFINITIONS

**"$"** The term "$" refers to currency in U.S. dollars.

"ASTM" The term "ASTM" shall mean the American Society for Testing and Materials.

"API" The term "API" shall mean the American Petroleum Institute.

"Barrel" The term "Barrel" means a volume equivalent to 42 U.S. gallons.

"Contract" The term "Contract" means the Fuel Oil Supply Contract executed as a result of IFB GPA-050-20.

"Contract Agreement (Agreement)" The written agreement between GPA and CONTRACTOR covering the Supply of Fuel Oil any other Contract Documents either attached to the Agreement or made a part thereof by reference therein.

"Contract Documents" The Contract Agreement, Bonds (where required), these General Conditions, any Supplementary Conditions, the Specifications, and any other documents specifically identified in the Contract Agreement, together with all Modifications issued after execution of the Contract Agreement.

"Contracting Officer" The term "Contracting Officer" as used herein means the General

Manager of the Guam Power Authority and shall include his authorized representatives.

"CONTRACTOR" The term "CONTRACTOR" as used herein means the party or parties who or which shall have duly entered into a contract with the Guam Power Authority to perform the work herein contemplated or his or their authorized assignee.

"**Day"** A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

"Delivery Time" The total number of days or the dates stated in the Agreement for furnishing the product.

"General Manager" The General Manager is the Chief Executive Officer of the Guam Power Authority. The office and title of General Manager shall apply to any person acting in a regular or in an acting capacity as the Chief Executive Officer of the Guam Power Authority.

"Notice" The term "Notice" as used herein shall mean and include all written notice demands, instructions, claims, approvals and disapprovals required to obtain compliance with contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm, or corporation constituting the other party to the contract, or to his, their, or its duly authorized agent, representative, or officers, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mail box and file the same with the Contracting Officer.

"Procurement Officer" The General Manager of the Guam Power Authority or the General Manager's designee.

"PURCHASER" The Guam Power Authority with whom CONTRACTOR has entered into the Contract Agreement.

"Seller" The CONTRACTOR.

"Territory" The Territory of Guam.

"OPA'90" means the Oil Pollution Act of 1990 by the U.S. Congress.

"Platt's Asia-Pacific/ Arab Gulf Marketscan" refers to the source document for the ` fuel Contract pricing.

"Metric Ton" unit of mass equal to 1,000 kilograms (2,205 pounds)

"D.E.S." means Delivered Ex- Ship as set forth in Incoterms 2000, except as modified by the Contract.

"Fuel Oil" means "Residual Fuel Oil No. 6" or "RFO", a liquid hydrocarbon product satisfying the specifications in Schedule A.

"Gallon" shall mean a U.S. standard gallon of 231 cubic inches at sixty degrees Fahrenheit.

"Receiving facility" means any wharf, dock, jetty, pier, quay, sea terminal, buoy, lighter, barge, vessel, or other suitable apparatus capable of receiving fuel oil in bulk.

SECTION 2. FUEL OIL TO BE SUPPLIED

CONTRACTOR agrees to furnish and **GPA** agrees to accept and pay for all of **GPA**'s fuel oil requirements for power generating plants in Guam for the term of the Contract. Fuel Oil to be supplied to **GPA** shall conform to the product quality requirements specified in Schedule A and shall come from reputable sources not sanctioned by the United States government.

The **estimated** total fuel oil requirement is about TWO MILLION BARRELS PER YEAR (2,000,000 bbls/yr). The Minimum Purchase under the Contract is estimated at ONE MILLION BARRELS PER YEAR (1,000,000 bbls/yr).

The first delivery of fuel oil pursuant to the Contract is anticipated to be on or about **September 01, 2020**.

Estimated combined quantities:

MINIMUM: ONE MILLION BARRELS PER YEAR (1,000,000 bbls/yr)

MAXIMUM: TWO MILLION BARRELS PER YEAR (2,000,000 bbls/yr)

Estimated Annual Requirement (Barrels per Year)			
Fuel Grade	**First (1st) Year**	**Second (2nd) Year**	**Third (3rd) Year**
Low Sulfur Fuel Oil (LSFO), 1.19%w Sulfur (Maximum)	**500,000**	**1,500,000**	**1,500,000**
High Sulfur Fuel Oil (HSFO), 2.00%w Sulfur (Maximum)	**1,500,000**	**500,000**	**0**

This information is provided as reference material only. Although every attempt has been made to ensure its accuracy, **GPA** makes no guarantees that these quantities will be achieved but they may be exceeded. **GPA** expressly disclaims any liability whatsoever arising from reliance or non-reliance of the data provided.

SECTION 3. CONTRACT TERM

The Contract Term shall be for THREE (3) years and shall commence on or about after 0:00 hour on **September 01, 2020**, and shall continue until midnight of **August 31, 2023** with options to extend for TWO (2) additional One (1) year term, upon mutual agreement of both parties.

SECTION 4. CONTRACT PRICE

The total contract price in U.S. Dollars per Metric Ton ($/MT) for all residual fuel oil delivered D.E.S. Guam (discharge port) to **GPA** shall be inclusive of all costs and liabilities incurred prior to delivery at discharge port, Cabras Island, Guam.

DES (Delivered Ex- Ship) PROVISIONS:

Under this term, the **CONTRACTOR** quotes a price including the cost of the goods, the marine insurance, and all transportation charges to the designated point of destination (**GPA**). Under this quotation, the **CONTRACTOR** must:

(1) provide and pay for transportation to named point of destination (**GPA**);

(2) pay applicable taxes or charges levied on the cargo prior to passage of title to GPA;

(3)provide and pay for marine insurance;

(4)provide war risk insurance;

(5) obtain and dispatch promptly to **GPA,** or its agent, copies from the original document of a clean bill of lading, and also insurance policy or negotiable insurance certificate;

(6) provide **GPA** with copies from the original document of certificates of origin, or any documents issued in the country of origin, or of shipment, or both, which **GPA** may require for importation of goods and, where necessary, for their passage in transit into another country.

(7) where received-for-shipment ocean bill of lading may be tendered, be responsible for any loss or damage, or both, until the goods have been delivered into the custody of the ocean carrier to **GPA**;

(8) where on-board ocean bill of lading is required, be responsible for any loss or damage, or both, until the goods have been delivered on board the vessel to **GPA**;

The **CONTRACT PRICE** shall be the **BID PRICE OFFER** calculated as the **BID REFERENCE PRICE** plus the Contractor's **FIXED PREMIUM FEE** in U.S. dollars per Metric Ton ($/MT) for all residual fuel oil delivered to **GPA** at the Port of Guam.

The BID PRICE is the sum of the FIXED SERVICE FEE (per Metric Ton) and the BID REFERENCE PRICE as of December 2, 2019 as posted in the Platts' Asia-Pacific Marketscan Oil Prices.

BID REFERENCE PRICE:

The BID REFERENCE PRICE shall be based on the Platt's Singapore Products Assessment for Fuel Oil Cargoes "HSFO 180 CST**"** for December 2, 2019.

Reference date: December 2, 2019

	Low ($/MT)	High ($/MT)
HSFO 180 CST	$ 214.62	$ 214.66

The following is a sample calculation of the mean price for HSFO 180 cst published in the **Platt's Marketscan, Singapore Products Assessments** for Fuel Oil Cargoes for December 2, 2019.

Mean Singapore Spot = Low + High Price Assessments:

$$= \frac{\$\ 214.62 + \$\ 214.66}{2} \text{ per Metric Ton (MT)}$$

= $ 214.640 per Metric Ton (MT)

BID REFERENCE PRICE = $ 214.640 per Metric Ton

BID PRICE OFFERS (D.E.S. Ex-Ship Guam):

LSFO 1.19% $_w$ Sulfur Max	THREE (3)-YEAR CONTRACT BASE PERIOD US$/MT (3 decimals)			TWO (2) -YEAR CONTRACT EXTENSION OPTION US$/MT (3 decimals)	
	First (1st) Year Base Period	Second (2nd) Year Base Period	Third (3rd) Year Base Period	First (1st) Year Extension	Second (2nd) Year Extension
A. Bid Reference Price	$214.640	$214.64	$214.64	$214.64	$214.64
B. Fixed Premium Fee	$124.690	$124.690	$124.690	$124.690	$124.690
BID PRICE (A+B)	$339.330	$339.330	$339.330	$339.330	$339.330

HSFO 2.00% $_w$ Sulfur Max	THREE (3)-YEAR CONTRACT BASE PERIOD US$/MT (3 decimals)			TWO (2) -YEAR CONTRACT EXTENSION OPTION US$/MT (3 decimals)	
	First (1st) Year Base Period	Second (2nd) Year Base Period	Third (3rd) Year Base Period	First (1st) Year Extension	Second (2nd) Year Extension
A. Bid Reference Price	$214.64	$214.64	$214.64	$214.64	$214.64
B. Fixed Premium Fee	$ 71.690	$ 71.690	$ 71.690	$ 71.690	$ 71.690
BID PRICE (A+B)	$286.330	$286.330	$286.330	$286.330	$286.330

SECTION 5. INVOICE PRICE DETERMINATION

Price shall be based on the arithmetic average of the mean of the high/low quotations for "HSFO 180 CST" as published in Platts Asia Pacific/Arab Gulf Marketscan under the heading "FOB Singapore" priced for five (5) valid consecutive quotations immediately prior to B/L date and five (5) immediately after the B/L date plus the fixed premium fee.

In case of "No Posting" on the B/L date, no price will be used and the remaining 10-days average will be used. All price postings are at the prices effective dates.

Sample Calculation:

B/L date = December 2, 2019

Marketscan Postings HSFO 180cst ($/MT)

	Date	Low	High	Avg
5	November 25, 2019 (Monday)	239.99	240.03	240.010
4	November 26, 2019 (Tuesday)	236.69	236.73	236.710
3	November 27, 2019 (Wednesday)	241.33	241.37	241.350
2	November 28, 2019 (Thursday)	238.19	238.23	238.210
1	November 29, 2019 (Friday)	227.36	227.40	227.380
B/L	December 2, 2019 (Monday)	214.62	214.66	214.640
1	December 3, 2019 (Tuesday)	225.11	225.15	225.130
2	December 4, 2019 (Wednesday)	233.69	233.73	233.710
3	December 5, 2019 (Thursday)	240.37	240.41	240.390
4	December 6, 2019 (Friday)	250.10	250.14	250.120
5	December 9, 2019 (Monday)	258.55	250.14	254.450
		Mean Arithmetic Average ($/MT) =		**$236.454**

Invoice Reference Price = $236.454/MT

Invoice Price Calculation:

Product Grade	Invoice Reference Price ($/MT)	Fixed Premium Fee ($/MT)	**Invoice Price ($/MT)**
LSFO, 1.19%S	236.454	124.690	**361.144**
HSFO, 2.00%S	236.454	71.690	**308.144**

If for any reason the quotation "HSFO 180 CST" ceases to exist, the parties shall renegotiate a new price quotation and premium in order to continue the contract.

For invoice calculation purposes, quantity shall be reported in Metric Tons as declared in the Bill of Lading.

SECTION 6. TITLE, CUSTODY AND RISK OF LOSS

Title to the fuel oil and custody thereof shall pass from **CONTRACTOR** to **GPA** when the fuel oil has passed the vessel's permanent flange hose connection at the discharge port. All risk of loss, cost and liabilities prior to the time of passage of title of the fuel oil to shall be on the **CONTRACTOR**.

SECTION 7. TERMS OF PAYMENT

Documentary Letter of Credit shall be opened two (2) days prior to the beginning of loading.

Payment shall be made in U.S. Dollars Funds without off-set, deduction, or counter-claim within THIRTY (30) calendar days (30-days net term) after the Bill of Lading date provided vessel tenders its NOR within TWELVE (12) days after the B/L date, otherwise it extends day by day (B/L date inclusive). In case the payment due date falls on a Bank holiday or Saturday in Guam, payment shall be made immediately preceding banking day. However, should payment due falls on Sunday or Monday bank holiday in Guam, payment shall be made on the immediately following banking day.

Payment shall be available at Seller's account on Maturity Date. If Buyer fails to pay on the maturity date, Seller shall be reimbursed for the interests related to the time of delay. Interest Rate shall be calculated based on the one month London Interbank Offered Rate (LIBOR) for US Dollar Deposits offered by Bloomberg Publication at 11:00 A.M. London Time, as quoted on page BBAM in effect on the date buyer's payment was due, plus one and one-half percent (1.5%) per annum.

In the event that a duly executed Documentary Letter of Credit (L/C) is amended or cancelled due to error or adjustments caused by the **CONTRACTOR**, the **CONTRACTOR** shall reimburse **GPA** for any penalties for the amendment or cancellation of the LC.

The **CONTRACTOR** shall endeavor to assist **GPA** to revise the payment due dates if requested by **GPA** accordingly. GPA has the right to request for revision of the payment due dates and Contractor has the right to reject it at its sole discretion.

CONTRACTOR may provide GPA a Line of Credit, but it is not a requirement in the contract. If the amount due under this contract exceeds the **GPA**'s credit line of:

(Amount in Words _____)
(US$_____),

available at **CONTRACTOR** system, then as a loading condition, for the amount not covered under the credit line, **GPA** shall:

(i) Make advance payment not later than one day before the cargo is loaded; OR

(ii) Open a **DOCUMENTARY LETTER OF CREDIT (L/C)** at a first-class international bank mutually agreeable to both **GPA** and the **CONTRACTOR**

SECTION 8. PAYMENT OF TAXES AND OTHER GOVERNMENT CHARGES

All fuels under the terms of this Contract are exempt from the Government of Guam Liquid Fuel Tax and the Government of Guam Gross Receipts Tax as provided by 12 G.C.A., Section 8115.

In the event that any cargoes shall be liable to the payment of Import Duty such Import Duty shall be to the **CONTRACTOR's** account.

CONTRACTOR shall be responsible for filing appropriate tax returns or other filings and requesting rebates, credits, drawbacks or exemptions.

In the event any liquid fuel tax or gross receipts tax or other tax including, but not limited to, excise tax, duty, toll, fee, charge for other exaction or the amount equivalent thereto, and any increase thereof, now or hereafter imposed, levied or assessed by the United States Government, the Government of Guam, the Port Authority of Guam, or other instrumentality or agency thereof in connection with and as a result of the sale of fuel oil herein provided for is collectible or payable by **CONTRACTOR**, (except taxes, penalties, fees or other charges that may be imposed on **CONTRACTOR** because of **CONTRACTOR** 's failure to make proper tax filings including requests for credits, exemptions, drawbacks or rebates) it shall be paid by **GPA** as part of the fuel price set forth herein, on demand by **CONTRACTOR**. Any such payment shall be in addition to the price otherwise herein provided for.

Notwithstanding these provisions, should the payment of any such charges described in this section be unduly burdensome to **GPA**, it shall be grounds for renegotiation for an equitable adjustment in price.

CONTRACTOR shall be solely responsible for filings and payment of income tax or taxes measured on net income.

SECTION 9. WARRANTY AND CLAIMS

CONTRACTOR warrants that the fuel oil shall meet the specification prescribed herein under Section10 and other pertinent sections. If the fuel oil fails to meet the specifications herein, **CONTRACTOR** shall be liable for any direct damages resulting therefrom.

CONTRACTOR shall be solely responsible for any damages caused by the **CONTRACTOR** or its agents during the process of oil shipment and delivery.

Claims against the **CONTRACTOR** for direct costs incurred on account of their negligent actions shall be given in writing together with all supporting documents, invoices and correspondence by **GPA** within thirty days (30) from date of delivery of fuel oil as specified in Section 4.

SECTION 10. PRODUCT AND QUALITY

The fuel oil delivered hereunder shall have the physical and chemical characteristics as described in Schedule A.

SECTION 11. QUANTITY AND QUALITY ASSURANCE

Ship-to-Ship (STS) cargo loading is not allowed.

(a) Inspection of fuel oil cargo loading and discharge to determine quantity and quality shall be witnessed and or conducted by the appointed third party independent Inspector mutually acceptable to **GPA** and the **CONTRACTOR**. **CONTRACTOR** shall appoint the independent inspector at the loadport. **GPA** shall appoint the independent Inspector at the discharge port. Such independent inspector shall also perform or witness the required sampling, gauging, and inspection of vessel and shore tanks before and after loading at load port as well as discharge port, Guam. Final determination shall be based on the discharge port findings. All quantity calculations and correction to volume at sixty (60) degree (Fahrenheit) shall be in accordance with the ASTM-IP Petroleum Measurement Tables, Table 6- the latest edition published shall be applicable. All costs and charges for the inspections for the load port shall be borne by the **CONTRACTOR**, and costs at the discharge port shall be equally shared by **GPA** and the **CONTRACTOR**.

(b) Load port samples from each individual shore loading tanks shall be sampled by the independent inspector who shall perform or witness the required tests for quality certification prior to loading. Shore tank composite from each individual shore loading tanks shall be separately tested and the quality must conform to the specifications under Section 10 of the contract. Vessel's composite samples from all vessel's cargo compartments shall also be obtained by the inspector for the consignee, **GPA**, in care of the ship's master. All Samples shall be equally divided into THREE (3) parts, sealed, properly identified, and designated with the required "Chain of Custody of Samples" documentations.

(c) The quality of the cargo to be delivered shall be determined by an independent inspector mutually acceptable to GPA and the **CONTRACTOR** and is to be based on the ship composite samples taken at the port of discharge in such a manner as to secure samples which are representative of the entire cargo delivery. Discharge tanks samples and ship's composite samples shall be divided into THREE (3) parts. One part shall be for **CONTRACTOR** and TWO (2) parts shall be for **GPA**, and **GPA** shall utilize one sample for recertification and reserve the other sample as a retained referee sample. All discharge port samples shall be presented by the inspector for **GPA** in care of the Master of the ship. All samples shall be retained for not less than ONE HUNDRED TWENTY (120) days after delivery. In the event of dispute as to quality, analysis of the samples taken at the discharge port shall be made by an independent inspector, which analysis shall be final and binding upon both parties.

GPA reserves the right to reject any or all deliveries that fail to conform to the quality requirements specified in Schedule A.

GPA has the right to reject any cargo outside the specifications limits, as these are agreed in the context of this contract. In this respect, copies of the quality analysis certificate together with the other shipping documents (B/L, certificate of origin, cargo manifest, certificate of origin, certificate of quantity with shore tank measurement report, certificate of quantity, etc) must be transmitted by fax or e-mail to GPA immediately but no later than 3 days after completion of loading.

Copies of the originals of the ship’s “certificate of cleanliness” issued before loading, and the other shipping documents for the consignee (B/L, Certificate of Origin, Cargo Manifest, certificate of Quality, Certificate of Quantity with tank measurement report, Loadport surveyor’s

report, etc.) to be marked for the consignee and handed over upon arrival of vessel at discharge port.

It is understood that any delay as may be incurred in discharge due to unavailability of copy of the Bill of Lading will be for **CONTRACTOR's** account. Furthermore, the correct documentation in original format is required in order to establish to the full satisfaction of GPA.

GPA has the right to reject any cargo outside the specification limits. GPA shall notify the Contractor of any rejected delivery by fax or e-mail. Contractor shall promptly deploy a replacement vessel carrying on-spec products to Guam within 12 days from the date of GPA's notice of rejection.

Notwithstanding the above conditions, Contractor shall not be relieved of any responsibilities or penalties provided for in the Contract. In addition, GPA shall impose all applicable penalties for failure of the Contractor to provide the replacement cargoes in a timely manner. Contractor shall be liable for all direct expenses as a result of the delayed arrival of the shipment beyond the last day of the original 5 days ETA date.

SECTION 12. QUANTITY DETERMNATION

Latest edition of API Standard 2540 (and sub-sections) or its metric equivalent with conversions shall be the method used for quantity determination.

Quantity determination shall be performed by a third party independent inspector mutually acceptable to **GPA** and the **CONTRACTOR.** Quantity shall be based from the load port shore tanks gauges as to be reflected as Bill of Lading quantity NET barrels at sixty degrees Fahrenheit (60 ^{o}F). The Certificate of Quantity shall separately use the density from each individual shore loading tanks. All quantities shall be corrected to volume at sixty degrees Fahrenheit (60 ^{o}F) in accordance with the ASTM-IP Petroleum Measurement Table, Table 6B, the latest edition published shall be applicable. A copy of the load port shore tank measurements shall be included as supplemental documents.

Quantity certification prepared by independent inspector shall be final and binding upon both parties.

In the event of the variances between the B/L quantity and the discharge port (shore tanks) receipts, The **AUTHORITY** shall pay (absorb) a quantity shortfall up to ONE-HALF PERCENT (0.50 %) of the barrel established quantity; shortages beyond the 0.5% shall be covered by the **CONTRACTOR**.

SECTION 13. SECURITY OF SUPPLY

For security of supply, **CONTRACTOR** reserves the right to supply fuel oil meeting **GPA** specifications from any source. Fuel Oil to be supplied to **GPA** shall conform to the product quality requirements specified in Schedule A and shall come from reputable sources not sanctioned by the United States government.

In the event that supplies are taken from such other places, then the price to Guam will remain the same as established in Section 4 above.

SECTION 14. GOVERNMENT LAWS AND REGULATIONS

(a) If at any time during the term of the Contract the Government of the United States or the Territory of Guam enacts laws or issues regulations which would prevent **GPA** from burning the type of fuel oil to be supplied hereunder, **GPA** shall use its best efforts to obtain an exemption. In the event **GPA** cannot obtain an exemption from such laws and regulations, **CONTRACTOR** shall use his best efforts to furnish **GPA** substitute fuel oil which complies with such governmental laws and regulations at the same price set out herein, or if unreasonable, at a price to be renegotiated by the parties. If the substitute fuel oil causes an increase or decrease in **CONTRACTOR** 's cost of performance of the Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. Any claim of **CONTRACTOR** for adjustment under this section must be asserted in writing within thirty (30) days from date of receipt by **CONTRACTOR** of the notification of substitute fuel oil in compliance with Government laws, rules and regulations. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Governing Law and Disputes"(Section 22). However, nothing in this clause shall excuse the **CONTRACTOR** from proceeding with the Contract fuel oil specifications as changed in order to comply with Government laws, rules and regulations. Only in the event that the parties cannot mutually agree upon the price at which **CONTRACTOR** is to furnish such substitute fuel oil, and **CONTRACTOR** refuses to provide

such substitute fuel oil at the Contract price set out herein shall **GPA** then have the option of purchasing from other sources fuel oil at a lower price than that offered by **CONTRACTOR** in such negotiations which complies with such laws and regulations, but in any event, the **CONTRACTOR** shall have no recourse, other than those specified herein.

(b) **CONTRACTOR** shall at all times comply with all applicable laws and regulations of the Territory of Guam and the Federal Government and their respective agencies.

SECTION 15. PERMITS AND RESPONSIBILITIES

The **CONTRACTOR** shall, without additional expense to **GPA**, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal and Territorial laws, codes and regulations necessary for performance of the Contract by **CONTRACTOR**.

SECTION 16. FORCE MAJEURE

No failure or omission by either party to carry out or to observe any of the terms, provisions or conditions of the Contract shall, except in relation to obligations to make payments under the Contract, give rise to any claim by one party against the party in question or be deemed to be a breach of the Contract if such failure or omission arises from any cause reasonably beyond the control of the party, including but without prejudice to the generality of the foregoing:

(a) War, etc. War, hostilities, acts of public enemy or belligerents, sabotage, blockade, revolution, insurrection, riot or disorder;

(b) Restraints. Arrest or restraint of princes, rulers or peoples;

(c) Confiscation. Expropriation, requisition, confiscation or nationalization;

(d) Rationing. Embargoes, export or import restrictions or rationing or allocation, whether imposed by law, decree or regulation or by voluntary cooperation of industry at the insistence or request of any governmental authority or person purporting to act therefore;

(e) Regulations. Interference by restriction or onerous regulations imposed by civil or military authorities, whether legal or de facto and whether purporting to act under some constitution, decree, law or otherwise;

(f) Acts of God. Acts of God, fire, frost or ice, earthquake, storm, lightning, tide, tidal wave, or peril of the sea, accident of navigation or breakdown or injury of vessels;

(g) Loss for Tankers. Loss of tanker tonnage due to sinking by belligerents or to governmental taking whether or not by formal requisition;

(h) Accidents. Accidents to or adjuncts of shipping navigation;

(i) Strikes. Epidemics, quarantine, strikes or combination of workmen, lockouts, or other labor disturbances;

(j) Explosions. Explosion, accidents by fire or otherwise to wells, pipes, storage facilities, refineries, installations, machinery;

(k) Taking by Government. Unavailability of fuel because of the election of the government of the country of its origin to take royalty product in kind;

(l) Other Events. Any event, matter or thing wherever occurring and whether or not of the same class or kind as those set forth, which shall not be reasonably within the control and without the fault or negligence of the party affected thereby.

No failure or omissions to carry out or to observe any of the terms, provisions or conditions of the Contract shall give rise to any claim by one party against the other, or be deemed to be a breach of the Contract from the time of and to the extent occasioned by the Force Majeure, not from the date of notice of the Force Majeure is received.

SECTION 17. NOTICE TO OTHER PARTY

Either party whose obligations may be affected by any of the forces or causes set out in Section 16, supra, shall promptly notify the other party in writing, giving full particulars thereof as soon as possible after the occurrence of such force or cause. Such party shall exercise due diligence to remove such cause with all reasonable dispatch and to resume performance at the earliest practicable time.

SECTION 18. PAYMENT REQUIRED

Notwithstanding the provisions of Section 16, supra, **GPA** shall not be relieved of any obligation to make payments for any fuel delivered to Guam dock/**GPA** tanks hereunder; however, during the force majeure condition the obligation shall be suspended, except for fuel oil deliveries made prior to the force majeure condition.

SECTION 19. PRORATION OR EQUITABLE ALLOATION

If any of the events enumerated in Section 16, supra, have occurred, **CONTRACTOR** shall prorate or otherwise allocate in a fair and equitable manner among its customers, including **GPA**, the supplies of fuel oil **CONTRACTOR** has available for delivery at the time of the occurrence or for the duration of such event taking into account **GPA**'s unique situation as Guam's total dependence on fuel oil. **CONTRACTOR** shall also seek an alternative source of fuel oil to fulfill its contractual obligations.

SECTION 20. ALTERNATE SUPPLY

In the event **CONTRACTOR** is unable to fulfill its obligations under this Contract as a result of Section 16, supra, **GPA** may at its sole discretion seek an alternative source of fuel oil to include, but not limited to, a second contractor for the supply of fuel oil so long as such condition shall exist.

In the event **CONTRACTOR** is unable to fulfill its obligations under this Contract as a result of any negligence on the part of the Contractor, **GPA** may at its sole discretion seek an alternative source of fuel oil to include, but not limited to, a second contractor for the supply of fuel oil so long as such condition of negligence shall exist. If the cost of fuel during such period of negligence shall exceed the Contract price as provided in Section 4, the **CONTRACTOR** shall be liable to **GPA** for the difference, which may be taken from the Performance Bond.

For the purpose of this clause, preference for the second contractor shall be given to the next lowest bidder.

SECTION 21. RESUMPTION OF PERFORMANCE

If **CONTRACTOR** is prevented from delivering or **GPA** is prevented from receiving all or any fuel to be sold under the Contract for the reasons which fall within the provisions of Section 16, supra, then the party so prevented shall, as to the remainder of the fuel not affected thereby,

promptly resume performance of the Contract. No curtailment or suspension of deliveries or payment under the causes listed in Section 16, supra, shall operate to extend the term of or terminate the Contract unless the occurrence of force majeure will materially impair, for an indefinite period of time, the parties' ability to perform the Contract.

SECTION 22. GOVERNING LAW AND DISPUTES

This CONTRACT shall in all respects be governed by the Laws of Guam. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded.

This CONTRACT shall not be construed to confer any benefit on any person not being a party to this Contract not shall it provide any rights to such person to enforce any of its provisions. The provisions of the English Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

In the event of any controversies, dispute or difference of any nature (a "Dispute") between the parties arising from or in connection with this Contract, either party may give notice to the other in writing of the existence of such dispute specifying its nature and the points at issue. If the dispute shall not have been amicably resolved within thirty (30) days from the date of the said notice, then the same shall be exclusively and definitely resolved through final and binding arbitration in New York, by the AMERICAN ARBITRATION ASSOCIATION ('AAA'), in accordance with the rules of arbitration of such institution in effect as of the date the existence of the controversy is notified by one of the parties. The arbitration shall be conducted by three arbitrators, unless all parties to the dispute agree to a sole arbitrator within thirty (30) days after the filing of the arbitration. Each party to the dispute shall appoint one arbitrator within thirty (30) days of the filing of the arbitration, and the two arbitrators so appointed shall select the presiding arbitrator within thirty (30) days after the latter of the two arbitrators have been appointed by the parties to the dispute. If a party to the dispute fails to appoint its party-appointed arbitrators or if the two party-appointed arbitrators cannot reach an agreement on the presiding arbitrator within the applicable time period, then LCIA shall appoint the remainder of the three arbitrators. The arbitration proceedings shall be conducted in English and the arbitrator(s) shall be fluent in the English language. The award of the arbitral tribunal shall be final and binding. Judgment on the award of the arbitral tribunal may be entered and enforced in any court having jurisdiction thereof. The cost of the arbitration proceedings, including attorneys' fees, shall be borne in the manner determined by the arbitral tribunal. Any right to appeal or challenge any arbitral decision or award is hereby waived. The parties may seek a preliminary injunction or other preliminary judicial relief, if in its judgment such action is

necessary to avoid irreparable damage. It is expressly agreed that indirect, special, punitive and consequential damages shall not be awarded.

SECTION 23. CONTRACTOR'S INSURANCE

The **CONTRACTOR** shall maintain an insurance policy or ensure that vessel nominated have in place an insurance policy for oil pollution (throughout the entire period of the voyage to and from the discharge port) with coverage consistent with the provisions in compliance to the requirements of the U.S. Oil Pollution Act of 1990 (OPA 90) and any amendments thereto. This includes, but is not limited to, compliance with oil spill clean-up plan, financial responsibility, and all other provisions of OPA 90.

At a minimum, CONTRACTOR shall carry the following insurance coverages and shall provide evidence of these coverages in the form of a Certificate of Insurance with the applicable wordings and endorsements:

ENVIRONMENTAL POLLUTION LIABILITY

At a minimum, must carry and have in force Environmental Pollution Liability insurance with limits not less than CONTRACTOR $50,000,000 (USD FIFTY MILLION DOLLARS) each condition and in the aggregate to include coverage for First party clean-up costs. The carrier must be rated not less than AM Best A rated and minimum financial size of IX. This coverage must be primary and non-contributory. The Guam Power Authority must be named as an additional insured with a Waiver of Subrogation. On the Certificate of insurance, carrier must agree by endorsement, that in the event of any cancellation and/or material change in coverage the carrier will give minimum 60-day prior written notice to the Policy holder and the Guam Power Authority.

MARINE LIABILITY

At a minimum, must carry and have in force Marine Liability insurance with limits not less than $50,000,000 (USD CONTRACTOR FIFTY MILLION DOLLARS) each occurrence and in the aggregate. The carrier must be rated not less than AM Best A rated and minimum financial size of IX. This coverage must be primary and non-contributory. The Guam Power Authority must be named as an additional insured with a Waiver of Subrogation. On the Certificate of insurance, carrier must agree by endorsement, that in the event of any cancellation and/or material change in

coverage the carrier will give minimum 60-day prior written notice to the Policy holder and the Guam Power Authority.

SECTION 24. INDEMNITY

CONTRACTOR shall indemnify and hold **GPA** harmless from all damages to persons or property or to receiving facilities and delivery facilities, regardless of ownership, including the cost of enforcement of the indemnity, actually and proximately caused by **CONTRACTOR** or its agents in making deliveries hereunder. **CONTRACTOR** shall be responsible for cleaning up any oil spillage caused by it or its agent or **CONTRACTOR**s during the process of oil delivery. **CONTRACTOR** shall carry at all times appropriate levels of insurance as determined by **GPA** to cover any such damage. The **CONTRACTOR** shall ensure that any vessel owned or chartered by the Contractor for deliveries under this agreement shall meet the requirements of the U.S. Oil Pollution Act of 1990 (OPA 90).

SECTION 25. TRANSPORTATION

The Authority shall nominate and advise the **CONTRACTOR** of the 10-day delivery date range not later than 30 days before the 1st calendar day of the delivery date range. The **AUTHORITY** and **CONTRACTOR** shall mutually agree to narrow down to a 5-day delivery date range 21 days prior to the 1st day of the 5-day delivery date range.

(a) **CONTRACTOR** shall arrange for the transportation of the fuel oil from loading port to the Guam dock, and give **GPA** at least FIFTEEN (15) days prior notice of the approximate arrival date of each tanker.

All risk of loss, cost and liabilities prior to the time of passage of title of the fuel oil to shall be on the **CONTRACTOR**. **CONTRACTOR** or its agents shall further arrange for the use of pier receiving facilities owned by the Port Authority of Guam (PAG) or its Facility Manager, U.S. Coast Guard, U.S. Custom and Immigration inspections, Guam Commercial Port authorities, Guam tug services, Port Stevedores services, and others as necessary for the safe berthing of fuel tankers and obtaining clearance for the discharging of the cargo at the sole expense of the CONTRACTOR.

GPA shall exercise due diligence and make its best effort to assist the **CONTRACTOR** in arranging for safe berthing facilities to accommodate vessels at the F-1 dock with the following information:

Maximum LOA	259meters
Maximum Breadth	45 meters
Maximum Vessel Draft Alongside	16.4592 meters
Maximum Displacement	108,840 metric tons
Maximum Free Board	23 meters

The above information is subject to change and **CONTRACTOR** shall at all times abide by the requirements of latest edition of the Port and Terminal Information Handbook.

GPA shall provide the **CONTRACTOR** an estimated total cargo quantity to be delivered approximately THIRTY (30) days from estimated 10-day delivery date range.

GPA shall provide notification to the **CONTRACTOR** as to the final split cargo delivery quantity approximately TWENTY-ONE (21) days prior to the first (1st) day of the estimated 5-day delivery date range which will also be specified in this final notice. **GPA** estimates a single delivery requirement in the range of TWO HUNDRED THIRTY THOUSAND TO TWO HUNDRED EIGHTY THOUSAND BARRELS (230,000 -280,000 bbls). The delivery may be a single cargo of either LSFO or HSFO, or a split SEGREGATED cargo of both LSFO and HSFO, as determined by GPA.

For each delivery, the **CONTRACTOR** will have an operational tolerance of FIVE PERCENT (5%) on the cargo size, as well as the obligation to deliver the shipment within defined delivery date range, as has been notified by **GPA**.

GPA shall have the right to cancel or change the previously notified cargo size and/or delivery date within twenty-one (21) calendar days prior to the first day of the delivery range without penalty.

(b) **Tanker nomination procedures:**

The **AUTHORITY** shall advise the contractor of projected "tankers' schedule and quantities per slate" THIRTY (30) days before the commencement of the contract, and **CONTRACTOR** agrees to provide all fuel requirements of **GPA** as advised and all succeeding cargo requirements thereafter.

(i) **Vessel Specification**:

All vessels nominated by the **CONTRACTOR** for fuel oil deliveries to **GPA** shall meet the vessel vetting requirements and be pre-approved by the F-1 dock Facility Manager.

The **CONTRACTOR** or its agents shall be responsible in seeking vessel clearance from the F-1 dock Facility Manager. In the event that vessels owned or chartered by the **CONTRACTOR** do not meet the F-1 dock Facility Manager's specification, **CONTRACTOR** shall have the vessel shortfalls corrected or have another vessel nominated and ensure that a suitable vessel is cleared for timely delivery of cargo to **GPA**. The **CONTRACTOR** or its agents shall be responsible for the scheduling and reservation of the dock with the F-1 dock Facility Manager.

The **CONTRACTOR** shall ensure that the vessel assigned to perform the voyage should be rid of any slop before reaching the designated port and have adequate slops – storage capacity to ensure that unloading of any slops is avoided.

Cargo temperature shall be maintained between one hundred fifteen to one hundred thirty degrees Fahrenheit (115^{o}F -130^{o}F) on arrival and during the discharge at Guam Port.

(c) **Ship Lay time and Demurrage:**

Ship lay time at the discharge port shall commence six (6) hours after the tender of Notice of Readiness (NOR) or when the vessel berths whichever occurs first, and to cease upon last cargo hoses disconnection. Allowable ship laytime shall be thirty-six (36) hours for total cargo B/L quantities up to 240,000 bbls and shall extend by ONE (1) hour for every 10,000 bbls in excess of 240,000 bbls. Official NOR shall be tendered/ re-tendered after completion of inspection and clearance for conducting cargo discharging operations is granted by the Port Authorities.

However, if the vessel arrives before the first day of the agreed arrival date range, lay time shall not commence until 06:00 AM on the first day of the agreed arrival date range or the time discharge commences whichever is earlier. If the vessel arrives after the last day of the agreed arrival date range lay time shall commence at the time discharge commences.

If regulations of the Port Authorities prohibit the discharge of cargo at night, the time so lost shall not count as used lay time.

(i) **Ship Demurrage:**

If lay time allowed is exceeded, GPA shall be liable to pay the **CONTRACTOR** for applicable demurrage. However, any delay due to vessel inspection and clearance by Local and Federal Authorities, breakdown of the vessel's equipment, or failure by vessel to comply with the requirements of the discharge port with respect to equipment aboard, shall not be counted in the lay time used for calculating demurrage. Waiting period for berthing, port formalities, product sampling and testing for quality conformance shall be deducted in the lay time calculation.

The vessel must be able to attain a discharge pressure of up to one hundred (100) psi measured at the F-1 Dock manifold. Time lost for slow discharging shall be deducted from the lay time used for calculating demurrage.

Demurrage cost if payable by **GPA** shall be at the single voyage demurrage rate specified in the single voyage Charter Party of the vessel loading the cargo in question and the **CONTRACTOR** shall furnish **GPA** with a copy of such Charter Party. Such charges must be submitted to **GPA** within 90 days after Bill of Lading date.

CONTRACTOR 's and **GPA**'s rights and duties under Section 24 and Section 25 do not supersede or control the provisions of Section 16 Force Majeure.

(d) **Dock Use Lay time Charges**:

Dock lay time of thirty-six (36) hours at the discharge port, to commence upon commencement of cargo discharging, and to cease upon last cargo hose disconnection. Dock lay time charges in excess of the first thirty-six (36) hours are paid by GPA to the F-1 dock Facility Manager.

In the event that the allowable lay time of thirty-six (36) hours is exceeded due to delays caused by the vessel, the Contractor shall reimburse GPA for any charges in excess of the allowable lay time. Calculation for reimbursement shall be based on the Letter of Protest issued to the Vessel's Officer converted to time units multiplied by the dock excess lay time charge cost.

SECTION 26. COORDINATION – AMMUNITION LOADING

(a) The **CONTRACTOR** is hereby advised and agrees that the unloading of fuel oil is not permitted during the time that the unloading or loading of ammunition is taking place at the U.S. Navy's ammunition wharf.

(b) Coordination to prevent conflict in unloading between ammunition and fuel oil will be effected

jointly by responsible parties representing the U.S. Navy, the Port Authority, **GPA** and the **CONTRACTOR**. Any charges that may result because of demurrage caused by delay in discharge of fuel oil related to ammunition unloading or loading will be borne by the **GPA**, provided that notice of arrival of tanker is given to **GPA** by the **CONTRACTOR** at least FIFTEEN (15) days prior to ETA Guam. In absence of such notice any delay costs shall be borne solely by the **CONTRACTOR**.

SECTION 27. FAILURE TO SUPPLY

If the **CONTRACTOR** refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure the timely delivery of fuel oil supply or commits any other substantial breach of this Contract, **GPA** may notify the **CONTRACTOR** in writing of the delay or non-performance and if not cured within THIRTY (30) days of the date of notification, **GPA** may terminate the Contract in whole or such part of the Contract as to which there has been a delay or a failure to properly perform. In the event of termination in whole or in part, **GPA** reserves the right to procure fuel oil supply from another source or a second contractor immediately upon issuance of such notification or whenever it deems appropriate.

SECTION 28. FAILUE TO PAY

Failure to pay an invoice and any late penalties, if any, within a period of THIRTY (30) days from the due date of such invoice, shall be a default and should such a default not be cured within THIRTY (30) days of default, **CONTRACTOR** may, at its option, do either of the following:

(a) Terminate the Contract forthwith or forthwith suspend delivery under the contract until further notice, on notifying GPA orally or by notice in writing; or

(b) Continue to supply fuel oil and bring suit in the Superior Court of Guam for amounts past due and as they become due.

SECTION 29. FAILURE TO COMPLY WITH LAWS

In the event the **CONTRACTOR** or any person or entity identified as principals in the offer submitted in connection with the bid shall be found by any court or administrative agency having jurisdiction over the subject matter of the violation, to have violated any law, rule or regulation in connection with **CONTRACTOR** 's performance of the obligations under the Contract in any

manner whatsoever directly or indirectly which violation shall constitute a breach of the peace, or an act involving moral turpitude or otherwise constitute endangerment of the health, safety and welfare of the citizens of the Territory of Guam, **GPA** may at its sole discretion terminate this Contract upon THRITY (30) days written notice.

SECTION 30. PENALTY CLAUSES

(a) **Late Deliveries**

(1) In case of five (5) delayed deliveries beyond the last day of the stipulated delivery date range on the discharge port, after the stipulated delivery date as set out in the nomination procedure, **GPA** reserves the right to terminate the present contract by his written notification, without obligation to indemnify the **CONTRACTOR**.

(2) **CONTRACTOR** accepts to pay **GPA** for every delayed delivery beyond the last day of the five (5) days stipulated delivery date range as set out in the nomination procedure, a penalty equivalent to:

- $0.30/MT multiplied by the Bill of Lading quantity for every day of delay if delivery is less than three days late.
- $0.60/MT multiplied by the Bill of Lading quantity for every day of delay if delivery is more than three days late.

In case of delay due to **GPA**'s fault or Force Majeure, the time of delivery shall be correspondingly extended, the **CONTRACTOR** waiving any respective claim against **GPA**.

(b) **Quality Outside Contractual Specifications**

In the event that any fuel, according to the analysis results of either the composite vessel sample or the "Umpire" sample has one or more quality characteristics outside the contractual specifications set in Section 10, then in addition to any other rights or remedies available to the **GPA** under this contract a penalty will be imposed according to the following:

(1) If the Asphaltenes content exceeds the specifications limits then for every ONE-HALF percent (0.5%) or part thereof will be a price reduction of zero point one percent (0.10%) on the price per metric ton.

(2) If the Vanadium content exceeds the specifications limits then for every 10 part per million (10 ppm) or part thereof there will be a price reduction of zero point one per cent (0.10%) on the price per metric ton.

(3) If the Sodium content exceeds the specifications limits then for every 10 part per million (10 ppm) or part thereof there will be a price reduction of zero point one per cent (0.10%) on the price per metric ton.

(4) If the Al+Si content exceeds the specification limit then for every one part per million (1 ppm) there will be a price reduction of zero point zero two per cent (0.02 %) on the price per metric ton.

(5) If the viscosity exceeds the specification limit then for every 10 cSt or part thereof, there will be a price reduction of zero point one per cent (0.10%) on the price per metric ton.

(6) If API exceeds the specification limit then for every zero point one degree (0.10^{o}) thereof, there will be a price reduction of zero point zero two per cent (0.02 %) on the price per metric ton.

(7) If the heating value is less than the specification limit, then there will be a price reduction calculated as the ratio of the Out-of- Specification heating value and the Guaranteed Heating Value specified in Section 10, multiplied by the Bill of Lading Quantity.

(8) If the bottom sediment and water exceeds the specification limit, then a price reduction shall be made for all water and non-petroleum sediment in excess of maximums specified in Section 10 multiplied by the Bill of Lading Quantity.

If any other quality parameter (besides the ones stated in) exceeds the specifications' limits, then a penalty will be agreed between **GPA** and **CONTRACTOR**.

It is expressly agreed that the present penalty clauses shall be imposed regardless of whether damages were or not suffered by the **GPA** due to the delay in delivering the fuel and fuel quality outside contractual specifications, and that the **GPA** reserves the right to claim cumulatively both the amount of the penalty clauses and indemnification for every direct damage suffered by him due to **CONTRACTOR** non-contractual actions or omissions. If during the period of this contract the **GPA** is forced to purchase fuel oil in order to maintain the **GPA**'s Power Stations on full commercial load as a result of failure on the part of the **CONTRACTOR** to deliver fuel oil in accordance with the terms of this contract (save for events of Force Majeure) any additional cost borne by the **GPA** over and above the price provided for in this Contract will be liable to be

refunded to the **GPA** either by payment from the **CONTRACTOR** or by way of reduction from his debts to the **CONTRACTOR** or from the Good Performance Bond of the Contract, or partially from both.

GPA reserves the right to retain the amount of the penalty clauses from his debts to the **CONTRACTOR** or from the Good Performance Bond of the Contract, or partially from both.

Notwithstanding the above conditions, **GPA** reserves the right to reject any or all deliveries that fail to conform to the quality requirements specified in Schedule A.

SECTION 31. DEFAULT

"If the PARTY refuses or fails to perform any of their obligations under this agreement, non-breaching PARTY shall notify the PARTY either by e-mail or in writing within thirty (30) days of the breach. If the PARTY does not remedy the breach within thirty (30) days after the date of notification, non-breaching PARTY may by giving notice to the other PARTY terminate the Agreement in whole or suspend taking of delivery under the Contract.

In the event of partial termination or suspension under this provision, GPA reserves the right to procure fuel supply from another source upon notification to CONTRACTOR either by e-mail or in writing. Fuel to be procured shall be at the prevailing market price at the time of partial termination or suspension.

In the event of termination because of GPA's default, the CONTRACTOR shall not be liable for the difference between the contract price and the prevailing market price at the time of termination.

SECTION 32. ATTORNEYS FEES

Should a default by either party result in litigation, the successful party shall be entitled to recover its reasonable attorney's fees from the defaulting party.

SECTION 33. TERMINATION FOR CONVENIENCE

(a) **Termination**.

The delivery of fuel oil supply under this Contract may be terminated by **GPA** in accordance with this clause in whole, or from time to time in part.

Any such termination shall be effected by delivery to the **CONTRACTOR** of a written Notice of Termination specifying the extent to which supply of fuel oil under the Contract is terminated.

In the case of termination of this Contract, GPA shall reimburse the CONTRACTOR of all the expenses related to the period of the Performance Bond that were not used.

(b) **CONTRACTOR's Obligations.**

The **CONTRACTOR** shall incur no further obligations in connection with the terminated fuel oil supply delivery and on the date set in the Notice of Termination the **CONTRACTOR** will stop delivery of fuel oil to the extent specified. The **CONTRACTOR** shall also terminate outstanding orders and Contracts, if any, as they relate to the terminated Contract for fuel oil supply. The **CONTRACTOR** shall settle the liabilities and claims arising out of the termination of orders and Contracts, if any, connected with the terminated fuel oil supply delivery. **GPA** may direct the **CONTRACTOR** to assign the Contractor's right, title and interest under the terminated orders or Contracts to **GPA**. The **CONTRACTOR** must still deliver fuel oil supply not terminated by the Notice of Termination and may incur obligations as are necessary to do so.

(c) **Right to Supplies.**

GPA may require the **CONTRACTOR** to transfer title of fuel oil cargo in transit to Guam at the time of receipt by Contractor of **GPA**'s Notice of Termination.

(d) **Compensation.**

(1) The **CONTRACTOR** shall submit a termination claim specifying the amounts due because of the termination for convenience. If the **CONTRACTOR** fails to file a termination claim within ONE (1) year from effective date of termination, **GPA** may pay the **CONTRACTOR**, if at all, an amount set in accordance with subparagraph (3) of this paragraph.

(2) **GPA** and the **CONTRACTOR** may agree to a settlement provided the **CONTRACTOR** has filed a termination claim supported by cost or pricing data to the extent required by Section 3-403 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total Contract price plus settlement costs reduced by

payments previously made by **GPA**, the proceeds of any sales of supplies and manufacturing materials under the Guam Uniform Commercial Code, and the Contract price of the fuel supply not terminated.

(3) Absent complete agreement under subparagraph (1) of this paragraph, **GPA** may pay the **CONTRACTOR** the following amounts, provided payments agreed to under subparagraph (2) shall not duplicate payments under this subparagraph:

(i) Fuel oil Contract prices for supplies or services accepted under the Contract by **GPA**;

(ii) Costs incurred in preparing to perform and performing the terminated portion of the delivery of fuel oil plus a fair and reasonable profit on such portion of the delivery (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted fuel oil supplies or services; provided, however, that if it appears that the **CONTRACTOR** would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) Costs of settling and paying claims arising out of the termination of Contracts or orders pursuant to paragraph (2) of this clause. These costs must not include costs paid in accordance with subparagraph (3)(ii) of this paragraph;

(iv) The reasonable settlement costs of the **CONTRACTOR** including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract for the termination and settlement of Contracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the **CONTRACTOR** under this subparagraph shall not exceed the total Contract price plus the reasonable settlement costs of the **CONTRACTOR** reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under the Uniform Commercial Code.

SECTION 34. REMEDIES CUMMULATIVE

Each and all remedies available to a party in the event of the other party's failure to comply timely with any or all the terms and conditions of the Contract may be exercised independently or in combination (such rights being nonexclusive one with the other). The remedies set forth in the Contract are in addition to, and not in lieu of, all of the remedies available at law or in equity.

SECTION 35. COVENANT AGAINST CONTIGENT FEES

The **CONTRACTOR** warrants no person or selling agency has been employed or retained to solicit or secure the Contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the **CONTRACTOR** for the purpose of securing business. For breach or violation of this warranty, **GPA** shall have the right to annul the Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 36. NOTICE

Except as otherwise expressly specified herein, any notice to be given hereunder by either party to the other shall be deemed sufficiently given if in writing and enclosed in an envelope properly stamped and addressed to the party at the address set forth in this section, and deposited in the United States mail or by International courier. Either party may change its address by giving FIFTEEN (15) days prior written notice to the other party. Such address until further notice shall be:

GPA: General Manager
Guam Power Authority
Post Office Box 2977
Hagatna, Guam 96932-2977
TELEFAX: (671) 648-9225

CONTRACTOR: _____
_____
_____

_____

_____

SECTION 37. INTEREST OF OTHER PARTIES

CONTRACTOR warrants that no member of the governing body of **GPA**, and no other officer, employee, or agent of **GPA** who exercises any functions or responsibilities in connection with the work to which the Contract pertains, and no employee, agent or member of the Guam Legislature or other public official of the Government of Guam, has or shall have any personal economic or financial interest, direct or indirect, in the Contract.

SECTION 38. ASSIGNMENT

CONTRACTOR declares that the only persons or parties interested in the Contract as principals are named herein and that the Contract is made without participation by or benefit to any other person, firm or corporation, except as specified herein.

CONTRACTOR agrees that it will not assign to nor permit Contract participation in whole or in part by any other person, firm or corporation not specified as a principal without the prior written consent of **GPA**. If such assignment is permitted, **CONTRACTOR** will guarantee the performance of all terms and obligations of the Contract, and such assignment shall not alter **CONTRACTOR**'s obligations hereunder. No assignee of **CONTRACTOR** shall have the right to assign the Contract without **GPA**'s consent which may be given or refused at **GPA**'s absolute discretion.

CONTRACTOR and GPA shall not transfer or assign its rights and obligations under this contract, in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, the CONTRACTOR may transfer or assign its rights and obligations under this contract, in whole or in part, to a US based affiliate (as defined hereinafter), with ninety (90) days prior notice to and at the consent of GPA. For the purpose of this contract, “US based affiliate” means any company or legal entity based in the United States of America which (a) controls either directly or indirectly a party hereto, or (b) is controlled directly or indirectly by such party, or (c) is directly or indirectly controlled by a company or entity which directly or indirectly controls such

party. “Control” for purposes of the previous sentence means the ability to direct the management and policies of a company or legal entity, whether through ownership of securities, by contract or otherwise.

SECTION 39. TIME

Time is of the essence in the Contract and in every part hereof.

SECTION 40. AMENDMENT AND WAIVER

Neither the Contract nor any provision hereof may be changed, waived, altered, amended, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, alteration, amendment, discharge or termination is sought. For purposes of this Contract, the signature of the Chairman or his designee, of the Consolidated Commission on Utilities is required to bind the **AUTHORITY**.

Failure by either party to object to any failure of performance by the other party of any provision of the Contract shall not constitute a waiver of, or estoppel against, the right of such party to require such performance by the other. Nor shall any such failure to object constitute a waiver or estoppel with respect to any succeeding failure of performance.

SECTION 41. DESCRIPTIVE HEADINGS

The descriptive headings of the several Sections and Subsections in this Invitation are inserted for convenience only and shall not be deemed to affect the meaning or construction of any provision hereof.

SECTION 42. RELATIONSHIP OF PARTIES

Nothing contained in the Contract shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between **CONTRACTOR** and **GPA**, and no provisions contained in the Contract nor any acts of the parties shall be deemed to create any relationship between **GPA** and **CONTRACTOR**, other than the relationship of buyer and seller.

SECTION 43. NUMBER AND GENDER

In the Contract the masculine gender includes the feminine and neuter, the singular number includes the plural, and the word "person" includes corporation, partnership, firm or association wherever the context so requires.

SECTION 44. SUCCESSORS IN INTEREST

Each and all of the covenants, conditions, and restrictions in the Contract shall inure to the benefit of and shall be binding upon the permitted assignees and successors in interest of either party.

SECTION 45. PARTIAL INVALIDITY

Should any part of the Contract for any reason be declared to be invalid, such decision shall not affect the validity of any remaining portion thereof, which remaining portion shall remain in force and effect as if the Contract had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of the Contract without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid.

SECTION 46. EQUAL OPPORTUNITY CLAUSE

During the performance of the Contract the **CONTRACTOR** agrees as follows:

(a) The **CONTRACTOR** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, political opinion or affiliation, or national origin. The **CONTRACTOR** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, political opinion or affiliation, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demoting, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the **GPA** setting forth the provisions of this equal opportunity clause.

(b) The **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, political opinion or affiliation, or national origin.

SECTION 47. PROHIBITION AGAINST GRATUITIES, KICKBACKS, AND FAVORS TO THE TERRITORY

GCA 5 §5630(c) prohibits the CONSULTANT against gratuities, kickbacks, and favors to the Territory.

SECTION 48. RESTRICTION AGAINST CONTRACTOR EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES

GCA 5 §5253(b) restricts the CONTRACTOR against employing convicted sex offenders from working at Government of Guam venues. It states:

> (b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the CONTRACTOR has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the CONTRACTOR is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

SECTION 49. CONTRACT BINDING EFFECT

All EXHIBITS attached hereto are incorporated herein by reference in its entirety.

This Contract is binding upon the **CONTRACTOR** only if **CONTRACTOR** has been awarded the Contract in response to the **IFB-GPA-050-20**. This Contract is subject to the approval of **GPA** and the Public Utilities Commission and it shall not be binding on part of **GPA** until such approval is made as evidenced by the signatories below.

For the **Guam Power Authority** (**GPA**):

_____ _____

John M. Benavente, P.E. **DATE**
General Manager

For **(CONTRACTOR)**:

(Company Name and Seal)

_____ _____

CONTRACTOR, Duly Authorized **DATE**
REPRESENTATIVE OF COMPANY

APPROVED AS TO FORM:

_____ _____

Graham Botha, Legal Counsel **DATE**
GUAM POWER AUTHORITY

SCHEDULE A: PRODUCT QUALITY SPECIFICATION

Item	Test Parameter	Unit of Measure	Approved Test Method	Acceptable Alternate Test Methods	Minimum Allowed Value	Maximum Allowed Value	Comments
1	**Sulphur Content**	% mass	ASTM D-4294	ASTM D-2622	N/A	LSFO = 1.19 HSFO = 2.00	
2	**Sulphur Mercaptan**	Ppm (g/kg)	ASTM D-3227	UOP 163		100	
3	**Pour Point**	Deg C	ASTM D-97	N/A	N/A	21	
4	**Flash Point**	Deg C	ASTM D-93	N/A	66	N/A	
5	**Kinematic Viscosity**	cSt at 50 ºC	ASTM D-445	ASTM D-2161		175	
6	**Sediment By Extraction**	% mass	ASTM D-473	N/A	N/A	0.10	
7	**Water By Distillation**	% by Volume	ASTM D-95	N/A	N/A	0.50	
8	**Vanadium Content**	Parts Per Million	ASTM D-5708	a)ASTM D-5184 b)ASTM D-5863 c) IP 501 d) IP 433 e) ISO 14597	N/A	90	
9a	**Silicon Content**	Parts Per Million	ASTM D-5184	a) IP 470 b) IP 377 c) ISO 10487 d) IP 501	N/A	Combined Al + Si Not to exceed 70 ppm. Al not to exceed 30 ppm.	Individual results to be reported separately
9b	**Aluminum Content**	Parts Per Million	ASTM D-5184	a) IP 470 b) IP 377 c) ISO 10487 d) IP 501	N/A		
10	**Guaranteed Gross Heating Value (HHV)**	Million BTU Per US Barrel	ASTM D-240	N/A	6.10	N/A	
11	**Micro- Carbon Residue**	% mass	ASTM D-4530	ASTM D-5245 ASTM D-189 (see comments)	N/A	13	
12	**Ash**	% mass	ASTM D-482	N/A	N/A	0.10	
13	**Asphaltenes**	% mass	ASTM D-6560	IP 143	N/A	5	
14	**Sodium**	Ppm	ASTM D-5863/B	ASTM D-5708/B IP288 IP 501	N/A	40	
15a	**Total Sediment (Existent)**	% mass	ISO 10307-2	ASTM D-4870 IP 377	N/A	0.10	
15b	**Total Sediment (Potential)**	% mass	ISO 10307-2	ASTM D-4870 IP 377	N/A	0.10	
15c	**Total Sediment (Accelerated)**	% mass	ISO 10307-2	ASTM D-4870 IP 377	N/A	0.10	
16	**Compatibility**	a) Cleanliness ratio b) Compatibility ratio	ASTM D-4740	N/A	N/A	a) 1 b) 1	a) to be reported from load port b) to be determined on arrival Guam unless otherwise notified in the specific instance. See Note.
17	**API Gravity**		ASTM D-287	ASTM D-1298 and conversion	12.1	23.0	
18	**Density @ 15 ºC**	Kg/L	ASTM D-287	ASTM D-1298 ASTM D-4052		0.9870	
19	**Odor**				Report		See Note
20	**Hydrogen Sulfide content (in liquid phase)**	Mg/kg	IP-399	IP-570	N/A	2.0	See Note
21	**Used lubricating Oil (ULO)**				The fuel shall be free of ULO		See note
	Zinc	Mg/kg	IP 501	IP 470		10	
	Phosphorus	Mg/kg	IP 501	IP 500		10	
	Calcium	Mg/kg	IP 501	IP 470		30	

The Authority reserves the right to require the supplier to add and to conduct additional tests as necessary.

Notes on Schedule A:

Item 16: **Compatibility**

CONTRACTOR shall ensure that each shipment of fuel oil is compatible with a representative sample of the previous shipment of the same grade. Testing for compatibility will be conducted at load port according to the test method ASTM D-4740 mutually agreed between both parties and the **CONTRACTOR** will guarantee spot rating of 1.

Item 19: Odour.

The odor shall be typical and characteristic of mild hydrocarbon smell, but must not be unusually strong, repulsive, or obnoxious. The fuel delivered shall be subject to inspection by regulatory agencies such as the United States Environmental Protection Agency (USEPA), or by an independent third party inspector, should issues related to odour arise. In the event that such unusually strong, repulsive, or obnoxious odor is detected and is deemed due to the quality of the product delivered by the Contractor, the product shall be replaced at the Contractor's expenses.

Item 20:

Hydrogen Sulfide in Liquid Phase. Individual samples shall be drawn on the ship compartments. Report shall be based on the mathematical average of the test results.

Hydrogen Sulfide in Vapour. The Contractor or its agent is required to disclose the Hydrogen Sulfide concentration for each cargo compartment on a daily basis upon sailing from the load port. The Contractor shall ensure that the Hydrogen Sulfide concentration in vapour phase on board the vessel does not exceed 80 ppm prior to cargo arrival on Guam. In the event that the Hydrogen Sulfide levels are exceeded on cargo arrival, the vessel will be required to leave the Guam port and de-gas to the required concentration and all costs shall be borne by the Contractor.

Item 21: Used Lubricating Oil.

A fuel shall be considered to be free of ULO if one or more of the elements zinc, phosphorus and calcium are below or at the specified limits.

All three elements shall exceed the same limits before a fuel shall be deemed to contain ULO.

SCHEDULE B: F-1 DOCK PORT AND TERMINAL INFORMATION HANDBOOK

TRISTAR TERMINALS GUAM, INC. TERMINAL & PORT INFORMATION HANDBOOK

Doc. Number	Doc. Description	Prepared By	Reviewed By
TTGI-PLN-PIH-01	Port Information Handbook	John Aflleje (Ops Manager)	KK Vikraman (General Manager)

This handbook is to provide a reference for Vessel Staff, Vessel Operators, Marine staff and Depot Staff for the safe conduct of Operations in the Terminal.

The contents of this handbook should be used with due consideration to Industry standards – IMO Conventions, ISGOTT, OCIMF and IPIECA Guidelines as well as National laws.

TRISTAR TERMINALS GUAM, INC. – TERMINAL AND PORT INFORMATION HANDBOOK 2019

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TRISTAR TERMINALS GUAM, INC. – TERMINAL AND PORT INFORMATION HANDBOOK 2019

REVISION LOG

Revision No.	Date of Revision	Revision Description	Revision Completed By
01	March 2019	New plan layout and various information updates	John Aflleje

LIST OF ABBREVIATIONS

ISGOTT	International Safety Guide for Oil Tankers and Terminals. Reference and basis for all standards and procedures
SIGTTO	Society of International Gas Tanker and Terminal Operators
API	API Gravity, numerical system used on petroleum products corrected to density and relative density.
ASA	American Standards Association
B/L	Bill of Lading. Document issued by the cargo supplier stating the quantity of material delivered to the vessel.
DWT	Dead-weight Tons
GRT	Gross-weight Tons
HHW	High High Water
OCIMF	Oil Companies International Marine Forum
KL	Kiloliters
LOA	Length Overall. Length of a vessel taken over all extremities
LOP	Letter Of Protest
MLLW	Mean Low Low Water
P2P	Product to Product
PIC	Person-in-Charge
SBT	Segregated Ballast Tanks
SDWT	Summer Dead-weight tons
UKC	Under Keel Clearance
UHF/VHF	Ultra High Frequency/Very High Frequency
USCG	United States Coast Guard

SECTION 1: EMERGENCY PROCEDURES

EMERGENCY CONTACTS

Any vessel on charter to Tristar and/or proceeding to any Tristar Terminals is required to give prompt notice of:

- Personnel injury
- Vessel grounding
- Cargo release
- Contamination or loss of cargo
- Collision, Fire or Explosion
- Breach of hull
- Damage to any Terminal
- Situations with the potential to become more serious
- Any request for assistance.

Notification should be per Charterer's instructions or Charter Party to the Charterer & Tristar Terminals Guam, Inc.

TERMINAL EMERGENCY CONTACTS

Contact	Primary/Work	Cell
General Manager / QI - KK Vikraman	565-2333	486-7648
Finance Controller / AQI – Vivek Kannan	565-3319	489-3336
Marine Ops Supervisor – Roland Latag	565-3331	486-9372
Terminal Supervisor / AFSO - John Sioco	565-3308	898-4542
Facility Security Officer – David Quitugua	565-3307	727-3338
Terminal Operations Manager- John Aflleje	565-3306	688-4633
USCG National Response Center	1-800-424-8802	
USCG Emergency After Hours	355-4824	
Harbor Master (PAG)	477-8697/ 5931 ext. 333	
USCG Sector Guam Prevention & Compliance	355-4835/4881	
OSROCo. - John Manibusan	477-1818/5038	688-5038
GFD/GPD/Ambulance – Emergency	911	
GEPA - Environmental Problems	300-4751	

EMERGENCY SIGNALS

INCIDENT ALARM (TERMINAL)

- By verbal advice over the radio or VHF.
- Continuous ringing of shore Siren.

VESSEL EMERGENCY (or reported from Vessel)

- By verbal advice over the radio.
- Tank ships - at least six blasts on the ship's whistle, each of not less than ten seconds duration, supplemented by a continuous sounding of the general alarm system.

BARGES

- By verbal advice over the radio.
- Visual and verbal signaling as appropriate.

TERMINAL EMERGENCY PROCEDURES

In case of any emergency, transfer operations are to be ceased immediately and equipment secured as appropriate.
Necessary notifications are to be made.
Emergency Response is to be mounted by the vessel per their procedures and by Terminal per their Emergency and Facility Response.

In all Cases – Ensure that Personnel Safety is the first priority

Brief reference of emergency response details from the Dock Operations Manual -

OIL SPILLS

- Cease Operations. Close all valves. Eliminate source of spill.
- Drain lines into containment systems. Stop any spill to water.
- Make external and internal notifications.
- Respond per Spill & Facility Response Plans for Marine Operations Spills/Leaks.

FIRE/ EXPLOSION

- Shut down transfer operations.
- Sound fire alarm; notify Fire Dept. Follow Emergency Response Plan for Fire/Explosion.
- Make external and internal notifications.
- Eliminate fire source if possible.

PERSONNEL INJURY

- Cease transfer Operations
- If prudent – Remove injured party to safe location. Give First aid.
- Make external and internal notifications. Follow Emergency Response Plan for Medical Emergency.
- Get medical assistance to injured person(s).

SEVERE WEATHER CONDITIONS

- Terminate transfer operations.
- Secure transfer valves and disconnect hoses.

- Comply with Weather Limitations notice.

TERRORIST ACTIVITY

- Terminate Transfer Operations.
- Secure the area.
- Follow Facility Response Plan.
- Make external and internal notifications.

SECTION 2: TERMINAL INFORMATION

LOCATION

The Tristar Guam waterfront facility (Wharf Foxtrot–1/ F-1 Dock) is located in Apra Harbor in the US Territory of Guam at Lat. 13° 27.5N Long 144°39.5E.

Apra Harbor is situated midway along the W coast of Guam and is the main berthing facility on the island, consists of a commercial harbor, a naval complex, and a repair facility. The harbor is comprised of two main areas; **Apra Inner Harbor** and Apra Outer Harbor. **Apra Outer Harbor** is the principal commercial port for the island. US Chart 81048 covers the area.

DESCRIPTION

The approaches to the harbor are free and deep, as is the channel between the breakwaters.

The facility is a T Head Jetty consisting of a concrete platform and with breasting and mooring dolphins that have 2 units of single 100 ton quick release hooks and 4 units of double 100 ton quick release hooks.

All operations in Apra Outer Harbor are under the jurisdiction of The Port Authority of Guam and The United States Coast Guard. Prior to entry all vessels must establish communications with Guam Port Control Harbormaster's office on VHF-FM channels 12, 13 or 16.

Vessels entering, leaving or shifting berth are required to give a minimum of 24 hours' notice to The Port Authority of Guam Harbor Master and US Coast Guard Captain of the Port. Failure to give such notice is a basis for denying entry. No vessel shall enter or leave the harbor without radio clearance from the Harbor Master. Vessels must be ISPS/MTSA compliant.

CARGO TRANSFER FACILITIES & MAXIMUM RECEIVING RATES

Product	Discharging Rate	Maximum Pressure
Mogas	7,000 barrels	100 psi
Gas Oil	7,000 barrels	100 psi
Jet A1	14,000 barrels	100 psi
Residual Fuel Oil	14,000 barrels	100 psi

Receiving rates are calculated at 7m/sec maximum flow rate on one pipeline to one receiving tank. During start of discharge and product changeover, receiving rates will be much lower to comply with the maximum allowable flow rate during initial pumping of 1m/sec. Actual receiving pressures will be agreed upon in the Ship/Shore Safety and Operational Agreement, which will be signed by the Ship's Officer and Shore Officer before cargo operations.

Cargo Line	Product	Manifold/Flange Specification	Hose String
A - line	Jet A1	2 X 150psi ANSI	2ea. - 3 X 10" X 35'
B - line	Residual Fuel Oil	2 X 150psi ANSI	2ea. - 3 X 10" X 35'
C - line	Mogas 91 and 95	1 X 150psi ANSI	1ea. - 3 X 10" X 35'
D - line	Ultra Low Sulfur Diesel	1 X 150psi ANSI	1ea. - 3 X 10" X 35'
LPG - line	Liquefied Petroleum Gas – Liquid	1 X 300psi ANSI	1ea. – 2 X 6" X 50'
LPG - line	Liquefied Petroleum Gas – Vapor	1 X 300psi ANSI	1ea. – 2 X 4" X 50'

PORT & BERTH RESTRICTIONS/ MAXIMUM & MINIMUM VESSEL CRITERIA

The berthing facility has a maximum depth of 15.8 meters at MLLW. A minimum Under Keel Clearance (UKC) in the channel of 1.0 m is required.

- Maximum LOA - 259 meters
- Minimum LOA – 100 meters
- Maximum breadth - 45 meters
- Maximum Vessel draft alongside - 16.4592 meters
- Maximum Displacement - 108,840 metric tons
- Maximum Freeboard - 23 meters

UNDERKEEL CLEARANCE

Vessels are required to maintain a minimum Under Keel Clearance of 1m at all times

ANCHORAGES & WAITING AREAS

Anchorages have been designated within Apra Outer Harbor. The Port of Guam Authority will assign the vessel's designated anchorage and waiting area.

PILOTAGE/ MOORING BOATS / TUGS

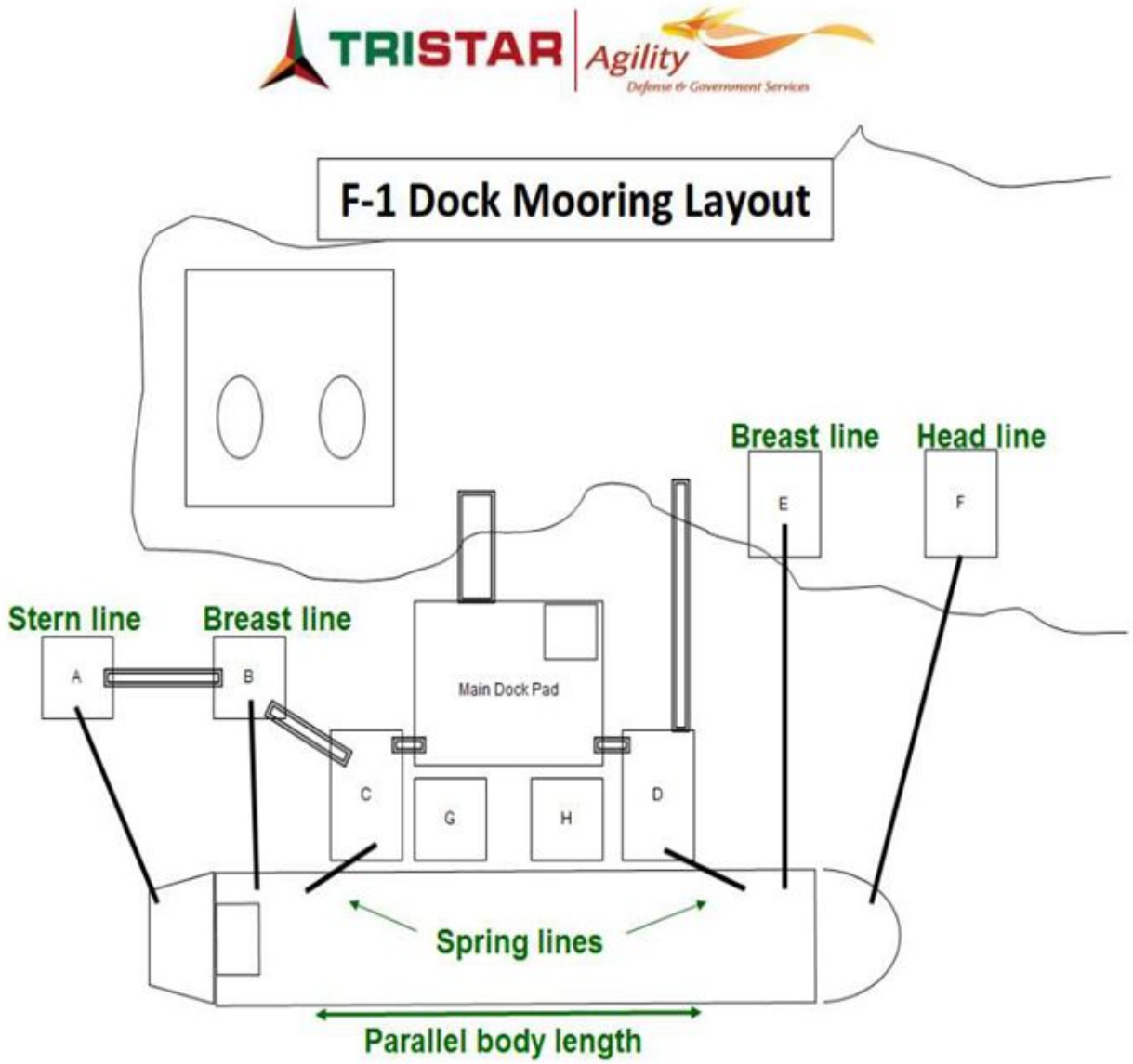
Pilotage is compulsory for vessels over 500 gross tons and all vessels entering the port for the first time and after daylight hours. Pilot services are available on a 24-hour basis for Apra Harbor. Pilots are required to board inbound vessels and leave outbound vessels at Alpha Hotel Pilot Station
Tugs of up to 3600 HP operate within Arpa Harbor. A Minimum of 2 tugs is required to be in attendance when berthing and un-berthing.
Arrangements may be made through the vessel agents.

MINIMUM MOORING ARRANGEMENTS

The Terminal requires the following minimum moorings:

A. 2ea. Stern Lines
B. 2ea. Aft Breast Lines
C. 2ea. Aft Spring Lines
D. 2ea. Forward Spring Lines
E. 2ea. Forward Breast Lines
F. 2ea. Bow/Head Lines

MINIMUM MOORING DIAGRAM:



COMMUNICATIONS PRIOR ARRIVAL

ETA's are to be advised regularly through Tristar Terminals Guam Inc. directly to the Terminal. The following communications are to be sent at the earliest opportunity.

INFORMATION REQUIRED FROM VESSELS PRIOR TO ARRIVAL

A) Vessel's Name and Port of Registry
B) Estimated time of arrival
C) Arrival draft and Displacement / Departure draft & Displacement.
D) Amount & Stowage Plan and preferred order of all cargo to be loaded or discharged.
E) Loading- Amount of freewater in cargo/ Discharging – Tank preparation & Last 3 cargoes.
F) Maximum freeboard measured from manifold to water surface during discharge.
G) Confirm maximum draft / max freeboard/ arrival displacement will not exceed;
   - Max draft 16.4592 meters
   - Maximum Freeboard 23 meters
   - Displacement 108,840 metric tons
H) Best estimate of discharge time and discharge rate basis average rates given.
I) Manifolds numbered from forward to be used for discharge.
J) Confirm all vessels Cargo, Navigational, Mooring equipment and Engines are in good working order. Give details if not.
K) Confirm vessel has received this Terminal Handbook and complies with all requirements noted.

The Terminal should note this exchange of information and confirm with Ship Officer/ PIC, upon boarding the vessel. Copies should be retained.

SECTION 3: ENVIRONMENTAL CONDITIONS

TIDES AND CURRENTS

The mean tidal range at Apra Harbor is 1.6 feet, while the spring range is 2.3 feet. Generally tidal currents in the harbor have little velocity. See Tide Tables for daily predictions at web site below.
http://www.prh.noaa.gov/guam/public.php
The prevalent set of the current at the harbor entrance is commonly S or SW regardless of the tidal currents, but a set to the N or NE may be experienced, especially during the summer months. The flood current in the harbor entrance sets N to NNE at a maximum rate of 1.5 knots. The ebb current sometimes attains a maximum rate of 3 knots.

CLIMATIC AND WEATHER CONDITIONS

Winds and seas in the vicinity of Guam are mostly easterly due to the NE Trades. Occasional westerly winds are experienced in the summer months. The rainy season in Guam is from July to November. Typhoons frequently pass in the vicinity of the Island during the summer months. Most pass off the island, however their associated heavy winds and rain affect the island.

WEATHER RESTRICTIONS

- **20 Kts (25 mph)** - If winds are constantly above this speed, vessels are requested to have additional deck watch in attendance.
- **25 Kts (30 mph)** - If sustained winds are experienced at this speed, all product movements are to be suspended.
- **30 Kts (35 mph)** - If sustained or higher winds are experienced or expected, dock hoses shall be drained and disconnected. Once hoses have been disconnected, the vessel shall prepare to vacate the berth and/or have tugs standing by to assist.

The Terminal and Master may allow a deviation from the above limits based on mutual agreement and subject to an assessment of current and forecast weather on the ability to conduct safe docking operations. (E.g. onshore wind blowing vessel onto the berth, etc.)

WEATHER PRECAUTIONS

In order to minimize the danger posed by severe weather conditions, the following precautions should be observed:

No berthing is allowed during electrical storm. For vessels already alongside, cargo operations must be stopped and if necessary, preparations made to un-berth.

Final responsibility for the safety of the ship and her cargo rests with the vessel Master and in case of emergency such as severe weather conditions; none of these regulations should prevent the master or responsible ship officer from taking any action he deems necessary.

SECTION 4: FACILITIES AT BERTH

SLOP/ DIRTY BALLAST / OILY WASTE RECEPTION

There are no facilities for dealing with Slop / Dirty Ballast / Oil Waste while at the berth. However, facilities are available in the port via approved contractors and by arrangement through agents.

AVAILABILITY OF BUNKERS

At this time bunkers are available through F-1 for ULSD and RFO.

AVAILABILITY OF FRESH WATER

Fresh water is available at this time.

GARBAGE RECEPTION

Approved garbage reception facilities are available in the port via approved contractors and by arrangement through agents.

ARRANGEMENTS FOR RECEIVING STORES

The handling of vessel's store and general cargo is not permitted during cargo transfer operations.

Store barges are not allowed to come alongside the vessel to deliver stores when alongside at the Terminal. Hand carried stores may be taken onboard subject to the usual security checks.

TANK CLEANING, PURGING AND GAS FREEING

Tank cleaning/washing and gas freeing operations are not permitted during vessel's stay alongside.

SECTION 5: TERMINAL ACCESS AND VISITOR SECURITY

PERSONNEL ACCESS

For entry and exit from the berthing facility, crewmembers may pass through the facility gate. However, the vessel master or agent must submit a crew list to the Facility Security Officer before any vessel crew or visitors is allowed to access through the Terminal.

Crewmembers shall traverse only through authorized areas and proceed directly to the facility gate when exiting. When returning to the vessel, crewmembers must traverse the same route and proceed directly to the vessel.

At no time will a crewmember or visitor be allowed to loiter within the facility. The Terminal reserves the right to refuse entry for any personnel transiting the Terminals.

UNAUTHORIZED OR INTOXICATED PERSONS

Unauthorized, disorderly or intoxicated persons shall not be allowed on Terminal grounds or on any vessel(s) alongside.

Visitors will only be allowed on board a vessel with the knowledge and approval of the Vessel Master and Terminal Facility Security Officer. Visitors passing through the facility to visit a vessel while at berth are required to comply with all Terminal regulations contained within this booklet.

SECTION 6: TRISTAR TERMINAL REGULATIONS

GENERAL SAFETY AND EMERGENCY

Except as otherwise provided, these regulations apply to all tanker vessels hereinafter referred to as **"vessel"**, calling at Foxtrot One (F-1) Dock.

The Terminal receives vessels alongside on the understanding that operations will be conducted safely and expeditiously and that berth will be vacated as soon as practicable after operations have been completed.

SAFETY/ ROLES AND RESPONSIBILITIES

Responsibility for the safe conduct of operations whilst a vessel at this Terminal rests jointly with the Master of the ship (Ship Officer) and a responsible Terminal representative (Shore Officer).

In an emergency, none of these regulations should prevent the master or responsible ship officer from taking measures that he deems are necessary for the safety of the vessel and crew.

CONDITIONS OF VESSEL ACCEPTANCE

Vessels are accepted at a Terminal on the understanding that operations will be conducted in accordance with all applicable legislation, together with practices contained in relevant Codes of Practice, in particular, the guidance contained within the latest edition of the International Safety Guide for Tankers and Terminals (ISGOTT).

Vessels found deficient on arrival may be subject to refusal until the deficiencies have been satisfactorily rectified.

EMERGENCY ACTIONS

On arrival, discuss with the shore officer actions to be taken in the event of an emergency. This shall include procedures to be followed and means of communications as stated in the handbook.

MINIMUM NUMBER OF CREW

There must be sufficient qualified crewmembers onboard at all times for vessel operations and/or berth evacuation in the event of an emergency.

SAFETY EQUIPMENT

Vessels must have all Life Saving and Fire Fighting equipment in good working condition and available for immediate use. For tankers/vessels, Fire Fighting equipment will include the following:

a) Two fire hoses, fitted with adjustable nozzles, uncoiled, connected to the tanker's fire main and laid out on the main deck near the cargo manifold in use.
b) Two portable fire extinguishers of foam or dry chemical type, placed near the vessel's manifold.
c) An International Shore Fire Connection clearly marked and available for use.
d) The vessel lifeboat shall be rigged, ready for immediate as means of escape in an emergency.
e) A pilot ladder or accommodation ladder shall be rigged on the seaside of the ship ready for immediate lowering as means of escape in an emergency.

Barges need to comply with all of above, as applicable.

Vessels staff must acquaint themselves with the safety arrangement ashore, particularly with the following:

a) Location of Fire Alarm/s
b) Location of Fire Extinguishers
c) Location of Cargo Emergency Stops and Shut down systems.

VESSEL STATE OF READINESS

While alongside a Terminal, a tank vessel must at all times be able to move under its own power at short notice. If, for any reason, the vessel cannot comply with this requirement, the Terminal representative must be advised immediately.

For tank barges, the tug assigned to a tank barge or a number of tank barges shall standby in the immediate vicinity of the barge(s) and shall maintain engines ready for maneuvering at short notice.

EMERGENCY SHUT DOWN

For LPG vessels, the vessel shall provide the shore with ESD control buttons prior to product receiving. These buttons are to be used by the shore representative when an emergency arises and should thus preferably be routed along shore. Upon activation, this emergency control button shall automatically shut down the product compressor and raise the alarm of the ship. The port should also be equipped with ESD and break-away coupling.

VESSEL SUITABILITY

Any vessel calling at the Terminal must be cleared under the applicable Tristar Nomination and Clearance process.

The Terminal receives a vessel alongside with the understanding that the vessel is in all respects ready to discharge cargo safely and efficiently; that the vessel is capable of operating within the physical limitations of the berth stated in this handbook.

SAFE ACCESS

The Ship and Shore officer should ensure that Safe Access is rigged and maintained throughout the vessels stay at the Terminal. The vessel is required to provide a suitable gangway to enable safe access between ship and shore with a Safety net rigged under to span any opening to the water below. Handrails /ropes must be provided on both sides and maintained taut. A person should be on watch in the vicinity of the gangway, especially when persons are embarking or disembarking.
Any alternative arrangements should be used only following a Risk Assessment to ensure Safe Access is always maintained.

ALCOHOL/DRUGS

Masters are advised that operations will cease when the actions of a person or persons involved in operations are not under proper control as a result of the use of alcohol, drugs and/or fatigue.
Access to the berths restricted area for persons similarly suspected of being affected by alcohol/drugs shall be denied.

CRAFT ALONGSIDE

No craft is permitted to come alongside or remain alongside a vessel without the prior permission of the Vessel Master and Terminal representative. Should a craft be given permission to come alongside, personnel on board the craft shall be required to comply with the vessel and terminal safety policies and procedures.

ENTRY INTO ENCLOSED SPACES

As a matter of general policy, any personnel entry into enclosed spaces on a vessel alongside a Terminal is prohibited unless necessary for the safety of the vessel and Terminal.
In certain trades involving Tristar Chemicals, tank entry may be required, for example, to check on tank preparation prior to loading particularly sensitive cargoes. Such tank entry should only be undertaken following recognized enclosed space entry procedures that include the issue of a written permit (ISGOTT/ NIOSH recommendations refer). The Terminal representative must be provided with a copy of the chemist's certificate confirming the suitability of the tank for entry.

MAINTENANCE AND REPAIR WORK

Readiness of vessel's engines and Safety equipment is to be maintained at all times when at the berth. Major repair work whether planned or unplanned is not permitted while at berth. Other repairs may be permitted on a case-by-case basis and may only commence once approval has been obtained from the Terminal representative.
Any repair involving hot work and welding shall not take place without the prior written permission of the Terminal representative (& USCG if applicable).

PROTECTIVE CLOTHING AND EQUIPMENT

Vessel personnel on board must adhere to the following minimum dress code while alongside a Tristar Terminal:

- Long pants
- Suitable shoes, preferably safety shoes or boots with steel toe cap (sandals or similar footwear is prohibited)
- Shirt with sleeves

- Approved life jacket or buoyant work vest when working aboard a barge without safety rails, or when working outboard of any safety rails.

Personnel engaged in vessel operations are actively encouraged to utilize PPE to the fullest during transfer, hose handling and mooring/unmooring operations. This includes the wearing of hard hats and safety goggles.

Attention must be given to the need for additional PPE when handling certain hazardous cargoes. In such circumstances, splash protective eye wear, face masks, chemical suits, rubber boots and gloves, respirators or fresh air breathing apparatus should be considered for use, as appropriate.

HOT WORK

No hot work permitted while vessel is alongside unless otherwise prior written permission is issued by the Terminal representative (& USCG if applicable).

The use of power-driven or manually operated devices, capable of producing sparks, is prohibited in the cargo area, cargo tanks, fuel tanks, cargo pump rooms or enclosed spaces immediately above or adjacent to cargo tanks, such as cofferdams. No chipping or other activities likely to produce sparks shall be permitted in these areas.

MOORING

All vessels must be securely moored alongside with sufficient ropes and/or wires in accordance with minimum mooring requirements established by the Terminal.

The effectiveness of the mooring system is dependent upon the sum total of all the mooring lines and therefore moorings must be properly tended throughout the vessel's stay.

The use of "mixed mooring", e.g. synthetic fiber ropes and steel wire ropes in the same service (Breast lines or Springs etc.) is not allowed. Lines in the same service shall be of similar material. In this context, it should be noted that moorings constructed of High Modulus Polyethylene (HMPE) have the same extension characteristics as wire and may be used in the same service.

Mooring lines shall be secured on board using the storage reel or, on vessels not equipped with reels, on bitts. The practice of securing lines on the warping drums of winches is not permitted.

Self-tensioning winches, if fitted, must not be used in the automatic mode.

Nylon pendants fitted to wire moorings shall be of sufficient length and strength and should be properly secured to the wire using a suitable shackle.

Tankers shall rig emergency towing wires of adequate strength secured to the offshore bow and quarter bollards with the towing eye maintained at, or about, the waterline.

All personnel must stay well clear of danger areas when lines are under tension.

GARBAGE

No garbage or refuse of any kind shall be dumped overboard from any vessel moored at a marine Terminal. Vessel-generated domestic garbage should be collected in suitable containers.

In US territories, Medical wastes, hazardous wastes and, for foreign flag vessels, waste regulated by the Animal and Plant Health Inspection Service (APHIS), is to be collected separately.

SMOKING

Smoking is strictly prohibited on vessels alongside except under controlled conditions in specifically designated areas, not having doors or ports that open directly onto the cargo deck. Smoking is prohibited on board any unmanned tank barge while at or in the vicinity of the Terminal.

Smoking in the Terminal is only permitted in designated smoking areas. Designated smoking areas should be conspicuously marked.

SOURCES OF IGNITION

The carrying and use of matches, lighters or other sources of ignition, which includes battery-operated equipment and cameras, is prohibited within the Terminal and on the deck of vessels alongside.

PORTABLE ELECTRICAL EQUIPMENT

All flashlights used shall be of a safe type, which is approved by a competent authority.
The use of portable electrical equipment on wandering leads is prohibited in hazardous zones during cargo transfer operations. The equipment should be disconnected from power and preferably removed from the hazardous zone. Only cellular phones and pagers of an intrinsically safe type are permitted on the deck of vessels while alongside a Terminal.

SECTION 7: CARGO OPERATIONS

PRE TRANSFER CONFERENCE & CHECKLIST

Before operations begin, the persons in charge of the transfer operations for vessel and shore (PIC/ Ship & Shore Officer) must conduct a Pre Transfer conference. As part of this conference they should jointly conduct and inspection and complete the latest edition (Ed. 5) of the ISGOTT Ship/Shore Safety Checklist (and USCG DOI, if applicable).
The shore officer, together with a responsible ship officer, will inspect the ship prior to start of operations, and from time to time thereafter at intervals not exceeding 6 hours, to ensure that the questions on the Ship/Shore Safety Checklist can be answered in the affirmative.
Where corrective action is needed, the Terminal may not agree to operations commencing nor should they have been started, may require them to be ceased. Similarly, if the master considers that safety is endangered by any action on the part of his or Terminal staff, he should request operations be ceased until the situation is rectified.

VESSEL INFORMATION

To facilitate pre transfer formalities, the vessel should have the following documentation readily available on arrival at the Terminal:

- Cargo stowage plan
- Cargo Loading/ Discharge Plan
- Other relevant information should be readily available, such as tank cleaning records, list of previous cargoes carried and vessel experience factor calculations.

DUTY PERSONNEL REQUIREMENTS

During the transfer of oil and/or hazardous material to or from a vessel, both the vessel and the dock are required to have a person-in-charge (PIC/Ship Officer/ Shore Officer). It is required that a PIC is designated for each vessel involved in a transfer. The PIC must be physically on board the vessel during all stages of the transfer operation. If the PIC needs to leave the vessel for any reason, he must be properly relieved by a qualified tanker man or the transfer must be halted.

WATCH SCHEDULE

The watch schedule for vessel personnel should be arranged to minimize fatigue. Working hours should be recorded to ensure that they do not exceed USCG or STCW 95 limits, as applicable.
Watch hand-overs involving the person-in-charge should be scheduled so as not to take place during critical phases of the transfer operation, such as 'topping off' etc.

CARGO PUMPROOMS

Cargo pump rooms should be well ventilated and gas free before arrival at the Terminal. While alongside, the ventilation system shall be kept running and the pump room kept free of cargo vapors. Atmosphere must be checked to ensure safe conditions are maintained.

ACCOMMODATION DOORS AND PORTS

All external doors and portholes shall be closed during operations. Accommodation boundary doors should preferably be fitted with self-closing or other control devices but at no time should they be locked.

ACCOMMODATION VENTILATION AND AIR CONDITIONING

The intakes of central air conditioning or mechanical ventilation systems should be adjusted to prevent the entry of petroleum vapors, if possible, by re-circulation of air within the accommodation spaces.
Window-type air conditioning units that are not certified, as safe for use in the presence of flammable gas or which draw in air from outside the accommodation must be electrically disconnected and any external vents or intakes closed.

COMMUNICATIONS

Clear communications must be agreed and established between the Ship and Shore representatives. Identification of the name of ship should always be included in ship to shore voice communications to avoid misunderstanding. In case of breakdown of communication, cargo operations should be ceased until communication is restored.

MAIN TRANSMITTING AERIALS

Radio transmissions on medium (MF) and high frequency (HF) during transfer operations are potentially dangerous and therefore are strictly prohibited while alongside. The main and reserve transmitting antenna shall be earthed while at the Terminal.

USE OF VHF AND SATCOM WHILE ALONGSIDE

Transmissions on permanently installed VHF/UHF equipment are acceptable provided the power output is reduced to one watt or less. Portable VHF/UHF equipment of an approved type may be used for intra-ship and ship/shore communications.
SATCOM equipment may be used while alongside the Terminal unless specifically prohibited under local regulations.

FLAME SCREENS/ DECK OPENINGS

All deck openings, tank hatches, butterworth plates, sounding pipes, etc., are to be kept closed while alongside the Terminal unless properly fitted with a flame screen.
During cargo transfers, the cargo tank venting system as designed for the particular vessel shall be

used. If necessary, ullage ports or other gauge points may be opened for short periods to enable ullaging or sampling to be undertaken.

SCUPPERS/DRAINS

Before any transfer of cargo, ballast, slops or bunkers takes place, deck scuppers and drain holes in save-alls and drip trays must be suitably plugged. If local regulations permit, accumulated water may be drained off as required and scupper plugs replaced immediately after the water has been run off. Oily water should be transferred to a slop tank or other suitable containment and it is recommended that a portable pump is rigged ready for this purpose. Air-operated pumps, such as Wilden pumps, must be securely grounded to the vessel's structure to prevent the generation of electrostatic charges.

DISCHARGE CONTAINMENT/DRIP PANS

Drip pans, manifold drip trays and other containment shall be kept empty while the vessel is alongside a Terminal. Plugs and valves shall be properly secured.

CARGO TRANSFER RATES

The maximum allowable loading rates shall be established and agreed by PIC's/ Ship & Shore officers during the pre-transfer conference. Rates shall be established for initial loading and will take into account the need for precautions when handling grades defined as static accumulators. Procedures for final topping-off will also be agreed.

CHECKS ON QUANTITIES TRANSFERRED

Preferably every hour, the vessel should provide the Terminal representative with information regarding the amount of cargo that has been discharged or loaded. The Terminal will provide the vessel with comparable shore figures. If the exchange of information reveals a sudden or significant difference between the Terminal and vessel figures on quantities transferred, operations should be stopped until a satisfactory explanation can be found.

MAXIMUM CARGO TANK FILLING LEVEL

The maximum cargo tank filling level shall not exceed any of the following limits:

- Six inches below the deck;
- 98 percent of tank capacity; or
- Three inches below the set point of the overfill control system for a tank barge. In the US this is required by 46 CFR 39.20-9(b) or the liquid overfill alarm for a tank ship required by 46 CFR 39.20-7(d), as applicable, when collecting vapors of crude oil, gasoline blends or benzene.

SUSPENSION OF OPERATION AND REMOVAL OF VESSEL ALONGSIDE

The Terminal reserves the right to suspend operations and/or require removal of vessel alongside the jetties for:

- Infringement, disregard or breach of all applicable regulations.
- Defects in the vessel, and/or her equipment, manning or operations, which in the reasonable opinion of the Terminal representative present a hazard to premises, personnel, environment, or operations.
- Operational performance that fails to utilize satisfactorily the available Terminal facilities and thereby, in the reasonable opinion of the Terminal representative constitutes an unacceptable constraint to Terminal operations.

VESSEL GAUGE POINTS

The appropriate tank opening or fitting to be used for custody transfer measurement should be identified as the "gauge point" and the corresponding reference height (the total height between the rim of the ullage port and the striking plate at the bottom of the tank) shall be clearly marked.

INSULATION MEANS BETWEEN SHIP AND SHORE

To provide effective electrical isolation between the ship and shore, Terminal systems are provided with insulating flanges. The use of bonding cables is not permitted.
With the protection provided by insulating flanges, the use of cathodic protection systems for vessel and jetty structures may be continued while a vessel is alongside.

TRANSFER MANIFOLD AND CONNECTIONS

Every mechanical loading arm or cargo hose must be properly supported to ensure that flange connections are not subjected to undue strain. In all cases, the points of connection between the vessel's manifold and the cargo transfer arm or hose must be completely over the manifold containment or drip tray.
All flanged connections must be fully bolted with a bolt in every hole.
The loading arm or hose must be blanked as soon as it is disconnected from the manifold. Manifold connections not in use are to be kept fully blanked with blind flanges, gaskets and a bolt in every hole.

SAFETY DATA SHEETS (SDS)

An SDS or Cargo Information Card should be available on request from the supplier of the product, i.e. a vessel loading cargo should receive the information from the Terminal and a vessel discharging cargo should, if requested, provide an SDS to the Terminal.

SECTION 8: CARGO TRANSFER PROCEDURES

TANK CLEANING

No tank cleaning operations shall be conducted alongside a Terminal without prior approval of the Terminal representative.

HANDLING STATIC ACCUMULATOR CARGOES

The precautions described in ISGOTT shall be adhered to when loading, ullaging or sampling cargoes defined as static accumulators in non-inerted tanks. This will include controls on initial flow rates and

restrictions on the use of metallic dipping, ullaging or sampling equipment.

INERT GAS OPERATIONS

As a general policy, it is required that if a vessel is equipped with an inert gas plant, it should be used. Inert gas operation should be conducted in accordance with procedures contained in the vessel's IGS manual. The Terminal representative may require random checks to be made to verify the oxygen content in cargo tanks prior to commencement of transfer operations.

SECTION 9: PROCEDURES FOR HAZARDOUS CARGOES

BENZENE

Benzene is a known hazard in Petroleum. The requirements of OSHA and the USCG must be adhered to when handling benzene or hydrocarbon mixtures containing in excess of 0.5% of benzene by volume. Vessel owners, operators and personnel on board must be familiar with all applicable regulations and adhere to them, including the requirements of 46 CFR Part 197.

In the event that airborne concentrations of benzene are likely to exceed accepted exposure limits (PEL of 1 ppm and STEL of 5 ppm) within any area, the area should be designated a 'regulated' area. It is the responsibility of the vessel to establish and clearly mark regulated areas with warning signs and to limit access only to authorized personnel

Ullaging and gauging should be undertaken through vapor lock valves.

An approved respirator must be used at all times when exposure limits are likely to be exceeded, for example, when sampling cargo, making or breaking cargo connections, opening a cargo tank or transferring cargo when tanks are vented at less than 12 feet above the working deck.

Impervious gloves and tight-fitting goggles or a facemask shall be worn during sampling, making or breaking a cargo connection and when gauging a tank through a restricted gauging tube.

HYDROGEN SULFIDE

Hydrogen Sulphide (H2S) may be present in significant concentrations in crude oils and refined products such as naphtha, fuel oil, bitumen's and gas oils and in the vapor spaces of tanks that have previously contained such cargoes. Vessels should be aware of the potential presence of H2S and should adopt appropriate monitoring procedures. Any concentration to exposures above 10 ppm should not be permitted without proper respiratory protection in the form of a supplied-air respirator or self-contained breathing apparatus.

Information on the presence of H2S must be exchanged during the pre-transfer conference. The vessel owner/operator or vessel PIC must inform the facility PIC if the previous cargo contained, or was suspected to contain, H2S.

SCHEDULE C: F-1 DOCK FACILITY- VESSEL VETTING PROCEDURE

March 9, 2019

Vessel Nomination & Clearance Procedures

General Information: All vessels with intentions to berth at the Tristar Terminals Guam, Inc. F-1 Dock Facility is required to meet the following:

Step I: Owners or Charterers to provide vessel's Q88 to Tristar Terminals Guam, Inc. no less than thirty days prior to vessel arrival.

Step II: Must have a current and satisfactory SIRE report.

Step III: Must in all respect comply with United States Coast Guard Regulations and Local Laws.

Step IV: Arrival conditions must be within the following F-1 Dock berthing restrictions:

MAXIMUM LOA	**259 meters**
MINIMUM LOA	**100 meters**
MAXIMUM BREADTH	**45 meters**
MAXIMUM VESSEL DRAFT ALONGSIDE	**16.4592 meters**
MAXIMUM DISPLACEMENT	**108,840 metric tons**
MAXIMUM FREEBOARD	**23 meters**

Step V: Upon receipt of vessel's nomination with all required documents, Tristar Terminals Guam, Inc. shall reply within three business days if the nominated vessel rating is:

1. Cleared – Meaning **"SUITABLE"**
2. Not Clear – Meaning **"UN-SUITABLE"**

Tristar Terminals Guam, Inc.
P.O. Box 8210, Agat, Guam 96928; Rt. 2A Sta. Rita, Industrial Drv. Agat, Guam 96915
Tel. +1 671.565.2300; Fax +1 671.565.3909; www.agilitylogistics.com/www.tristar-transport.com

RFO SUPPLY CONTRACT HISTORY

CONTRACT NO.	CONTRACTOR	CONTRACT PERIOD	REMARKS	PREMIUM FEE COST *				Differential cost LSFO vs HSFO		
				HSFO		LSFO				
				$/bbl	$/MT	$/bbl	$/MT	$/bbl	$/MT	
GPA-050-20	Hyundai Corporation	Sep 01, 2020-Aug31, 2023		$11.272	$71.690	$19.605	$124.690	$8.333	$53.000	43%
GPA-009-18	Mobil Oil Guam, Inc.	Dec 01, 2019-Aug31, 2020	2nd Yr of 2 Years base period	$7.311	$46.500	$13.915	$88.500	$6.604	$42.000	47%
GPA-009-18	Mobil Oil Guam, Inc.	Dec 01, 2018-Nov30, 2019	1st Yr of 2 Years base period	$6.211	$39.500	$11.871	$75.500	$5.660	$36.000	48%
GPA-068-12	Hyundai Corporation	Sep 01, 2015-Aug31, 2018	3 Years Extension Option	$6.555	$41.690	$12.530	$79.690	$5.975	$38.000	48%
GPA-068-12	Hyundai Corporation	Sep 01, 2013-Aug31, 2015	2 Years base period	$6.691	$43.690	$12.816	$83.690	$6.126	$40.000	48%
GPA-001-10	Petrobras (Singapore)	DEC 01, 2012 - DEC 31, 2014	6 Months Extension	$14.211	$92.800	$18.040	$117.800	$3.828	$25.000	21%
GPA-001-10	Petrobras (Singapore)	3 Yrs (Mar 01, 2010- Feb 28, 2013)	2 Yrs Renewable annually	$4.499	$29.828	$6.501	$42.452	$2.002	$12.623	31%
GPA-028-06	BP (Singapore)	Feb 01, 2007- Jan 31, 2010	2 Yrs Extension not exercised	$5.303	$35.000	$8.788	$58.001	$3.485	$23.001	40%
GPA-007-03	BP (Singapore)	AUG 01, 2003 - JUL 31, 2006	AUG 01, 2006 - JAN 31, 2007	$2.432	$16.051	$3.946	$26.044	$1.514	$9.992	38%
GPA-105-98	BP (Singapore)	AUG 01, 1998 - JUL 31, 2001	AUG 01, 2001 - JUL 31, 2003	$1.970	$13.002	$2.990	$19.734	$1.020	$6.732	34%
N/A	Daxin (Singapore)	1996 - 1998		$2.230	$14.718	$3.150	$20.790	$0.920	$6.072	29%
N/A	VITOL (Singapore)	1995 - 1996		$2.646	$17.464	$3.570	$23.562	$0.924	$6.098	26%
N/A	PEDCO	1991 - 1994		$3.070	$20.262	**				
N/A	PEDCO	1986 - 1991		$3.570	$23.562	**				
N/A	PETROMAR	1986 - 1991		$2.230	$14.718	**				
N/A	GORCO	1981 - 1986		N/A		**				

* Per Contract Premium Fee Schedule (In addition to direct fuel cost based on RFO MOPS average)

** LSFO supplied by the USN/PWC under Customer Service Agreement.

GM REPORT

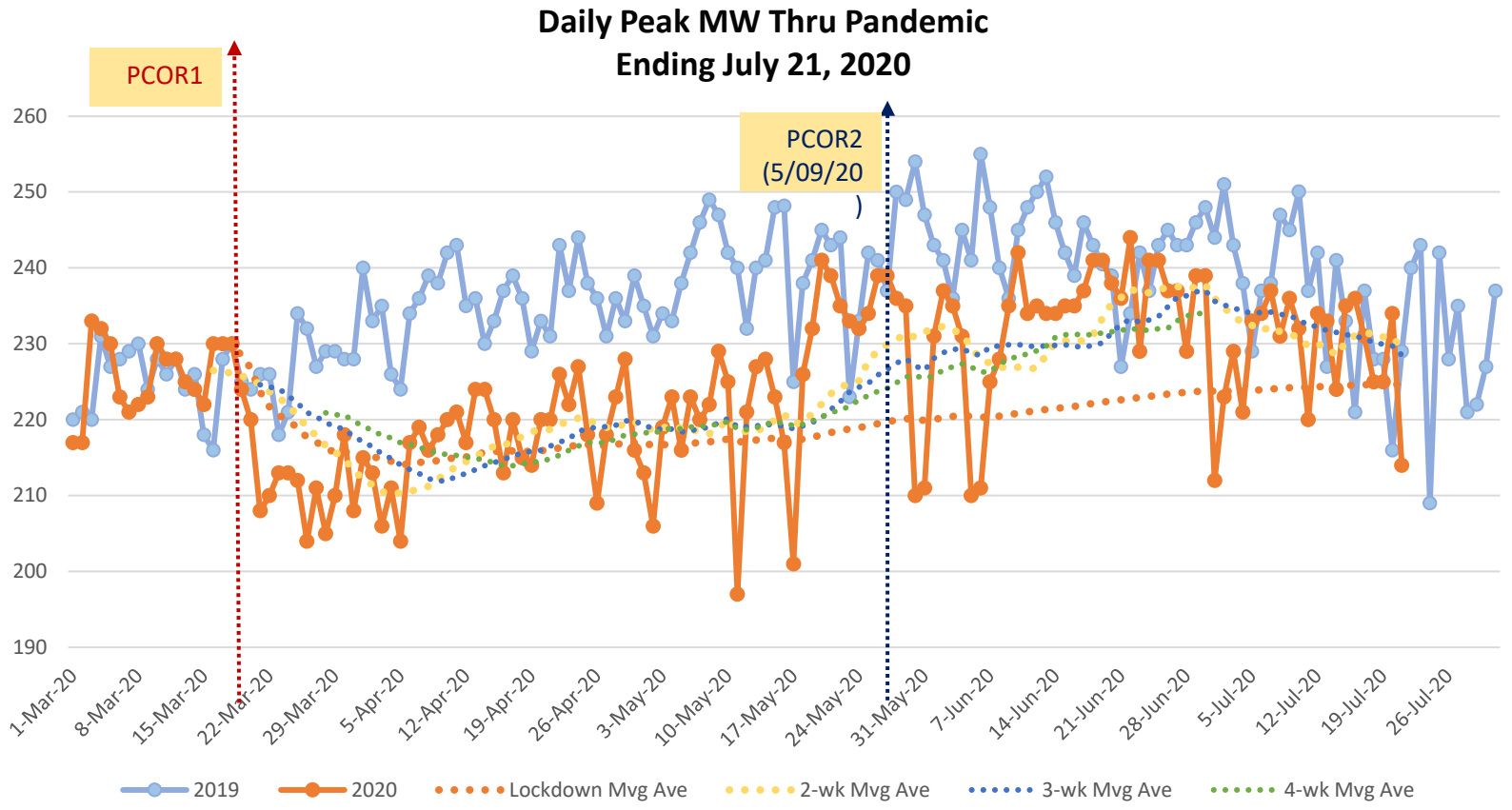
Presentation To:

Consolidated Commission on Utilities

July 23, 2020

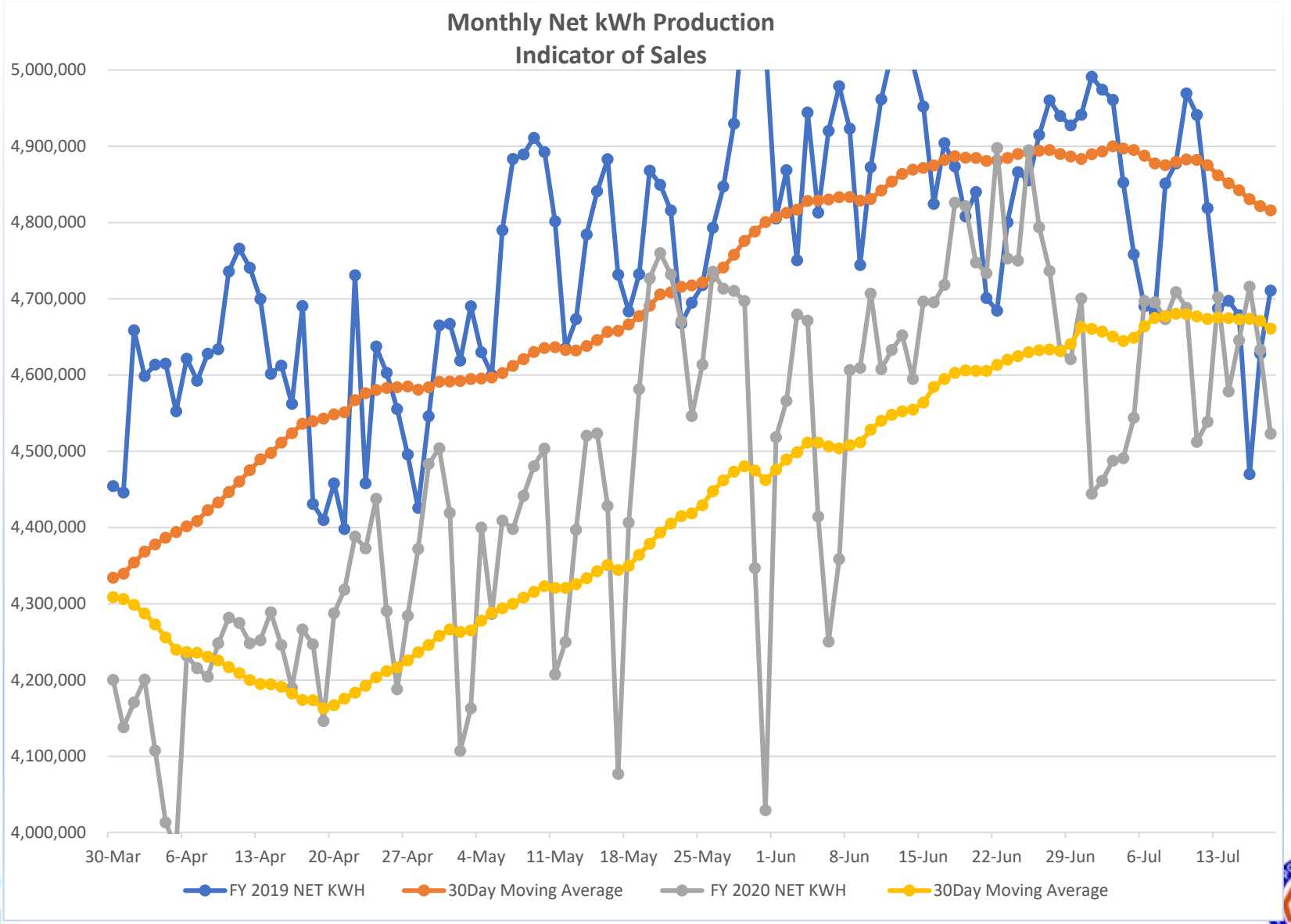
PEAK DEMAND RECOVERING TOWARDS 2019 LEVEL

1. **Generation System:** Reserve Margin forecast for August 2020:
   - Projected Available Capacity: 316 MW
   - Projected Demand: 242 MW
   - Anticipated Reserve Margin: 74 MW
   - MEC 9 to undergo 14 day overhaul

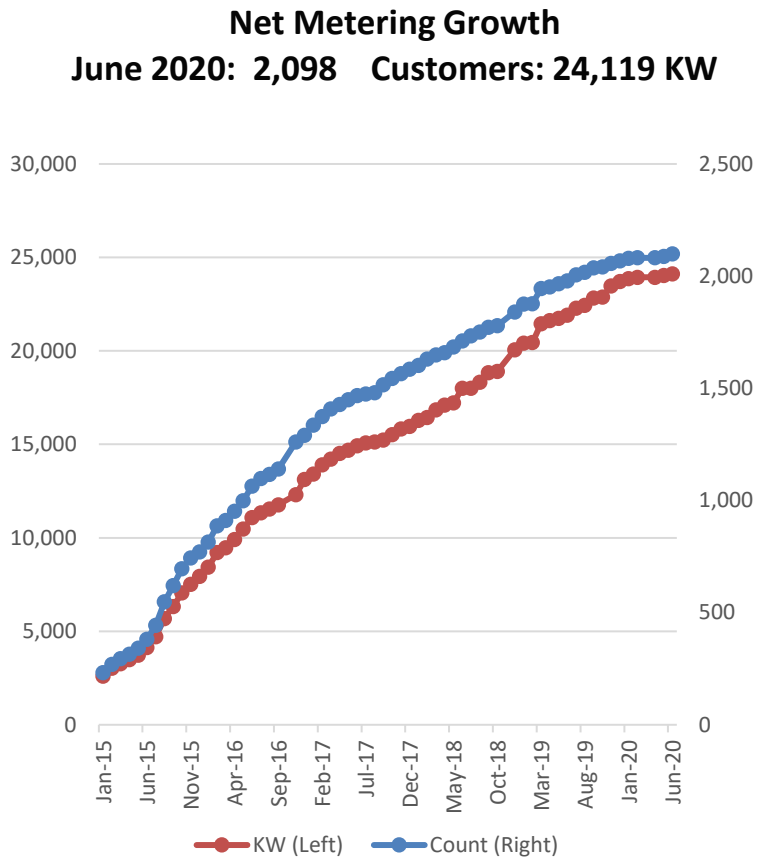


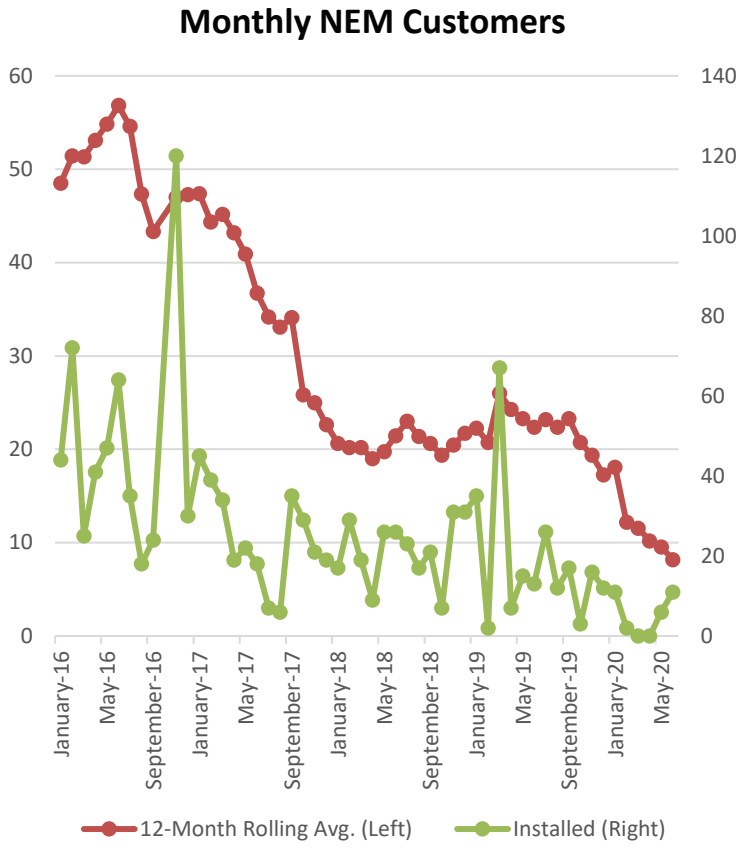
NET ENERGY PRODUCTION RECOVERING

Indicates sales recovering from 8.2% drop to now 3.2%



2. Net Metering (NEM) Growth Thru June 2020:





3. Demand Side Management

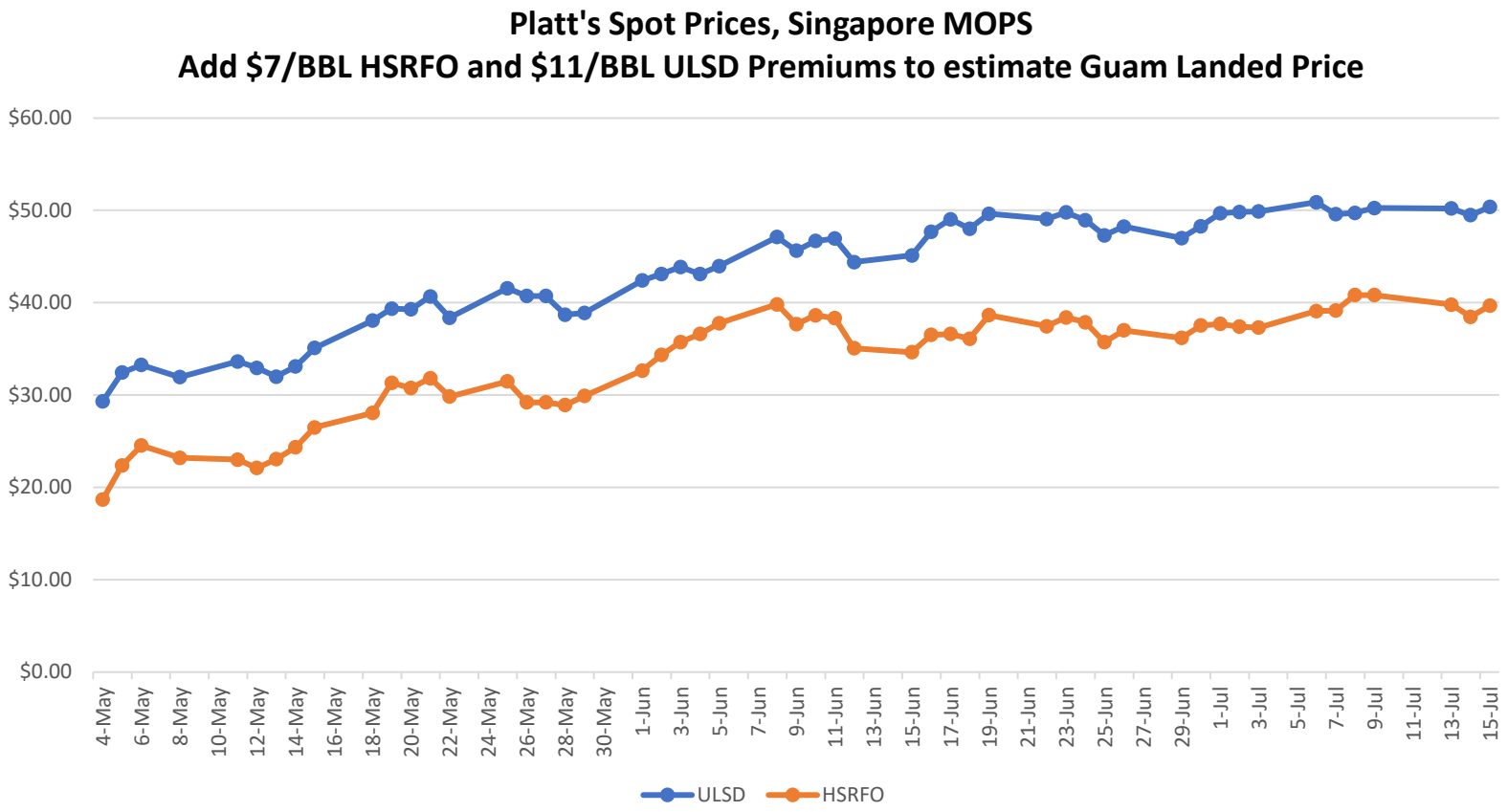
Description	FY16	FY17	FY18	FY19	FY20 As of 6/30/20	Total to Date
Regular/OT Pay	$11,348.80	$22,256.00	$26,121.83	$50,715.19	$20,714.99	$131,156.81
Other Contractual	$28,278.50	$85,550.05	$116,977.50	$3,025.00	-	$233,831.05
Ads & Radio Announcements	-	-	-	$7,500.00	-	$7,500.00
Paid Rebates-Split AC	$154,700.00	$557,275.00	$1,349,825.00	$1,374,650.00	$457,450.00	$3,893,900.00
Paid Rebates-Central AC	$3,400.00	$8,200.00	$4,400.00	$6,500.00	$500.00	$23,000.00
Paid Rebates-Washer/Dryer	$2,800.00	$7,425.00	$57,200.00	$110,800.00	$36,000.00	$214,225.00
Total Expenses	**$200,527.30**	**$680,706.05**	**$1,554,524.33**	**$1,553,190.19**	**$514,664.99**	**$4,503,612.86**
Bank Interest (+)	$1,676.42	$1,722.74	$1,222.29	$730.05	$353.44	$5,704.94
Bank Fees	$155.00	$1,032.06	$1,085.08	$1,247.54	$275.00	$3,794.68

Rebate Paid Monthly :

Month	CY 2019	CY 2020
Jan	$ 175,150	$ 38,650
Feb	$ 104,925	$ 64,250
Mar	$ 137,025	$ 94,675
Apr	$ 99,650	$ -
May	$ 80,950	$ 20,175
June	$ 120,525	$ 147,475
July	$ 162,350	
Aug	$ 191,175	
Sept	$ 124,200	
Oct	$ 131,300	
Nov	$ 14,050	
Dec	$ 114,775	
TOTAL	**$ 1,344,850**	**$ 365,225**

4. Fuel Prices (Per Barrel) Ending July 15, 2020

July Prices has increased greater than 40% since low point in May 2020



General Manager's Report (con't)

5. **PUC Update:**
   - GPA is providing the PUC ALJ with the updated average fuel price data for PUC to set the LEAC for the period August 1, 2020 to January 31, 2021.
   - **PUC approved GPA Docket 20-14**, Petition for Approval of Procurement for Aggreko Performance Management Contract (PMC) on June 25, 2020.
   - The following dockets are on PUC's agenda for their July 30, 2020 meeting:
     - **Docket 20-17**, Petition to Approve Performance Management Contract for Cabras 1 & 2 Generating Plants
     - **Docket 20-17**, Petition to Approve the Contract for Residual Fuel Oil No. 6 for the Baseload Power Generating Plants
     - **Docket 20-13**, LEAC Filing
6. **Phase III Renewables Project Update:**
   - The Phase III Intent to Award to Engie for 40 MW of Solar PV with full supply shifting Energy Storage System has been under appeal and initial OPA scheduling hearings were underway prior to the March shutdown. Formal hearings were held in early July. Closing arguments by the parties is set for July 30, 2020. A decision by the OPA may occur by late August.
7. **Accounts under Payment Plan due to Emergency Pandemic Period:**
   - GPA continues to work with customers on payment plans for accounts in arrears, with over 550 payment plans for post-paid residential accounts and more than 1,000 additional debt recovery arrangements for pre-paid residential accounts. GPA discontinued disconnections in mid-March and has not disconnected anyone for non-payment to this date. We continue to work with customers with disconnection as our last resort.

General Manager's Report (con't)

8. **Phase II 120MW Solar PV:** The scheduled commissioning dates (unadjusted during COVID-19 Pandemic) for the two projects:

Project Description	Adjusted Commercial Operation Date from Original Contract (unadjusted during COVID-19 Pandemic)
KEPCO – LG CNS, 2x30M Solar PV Projects (Mangilao, Guam)	January 21, 2022
HANWHA Energy Corp (HEC), 2x30M Solar PV Projects (Malojloj, Guam)	August 22, 2022

KEPCO has begun construction and this photo is a birds eye view when completed:

General Manager's Report (con't)

KEPCO 120MW Solar Project Site Clearing and Grading On-going:

General Manager's Report (con't)

9. Energy Storage System (ESS) Update:

- The contractor is restarting the ESS Commissioning process in Mid-August. The commissioning process would take two months and both the Talofofo 16MW ESS and the Hagatna 24MW ESS would be commissioned into full service by Mid-October 2020. Attached are the full project schedule for both Talofofo and Hagatna.

10. Ukudu Power Plant:

- Project is experiencing delays due to COVID-19 and other issues such as permitting, environmental impact assessments and historical preservation reviews. I am unable to provide a revised schedule at this time. GPA continues to work with KEPCO and other agencies in order to firm up a revised schedule.

11. Utility Articles:

- Attached for your readings are two articles on GPA. One was published by American Public Power Association titled: "**Riding the storm: Increasing resiliency for extreme weather events**". The second article will be published shortly by ENERGY, OIL & GAS international publication and is titled: **Guam Power Authority: "A powerful transformation".** GPA continues to achieve national and international recognition thru publications such as these.

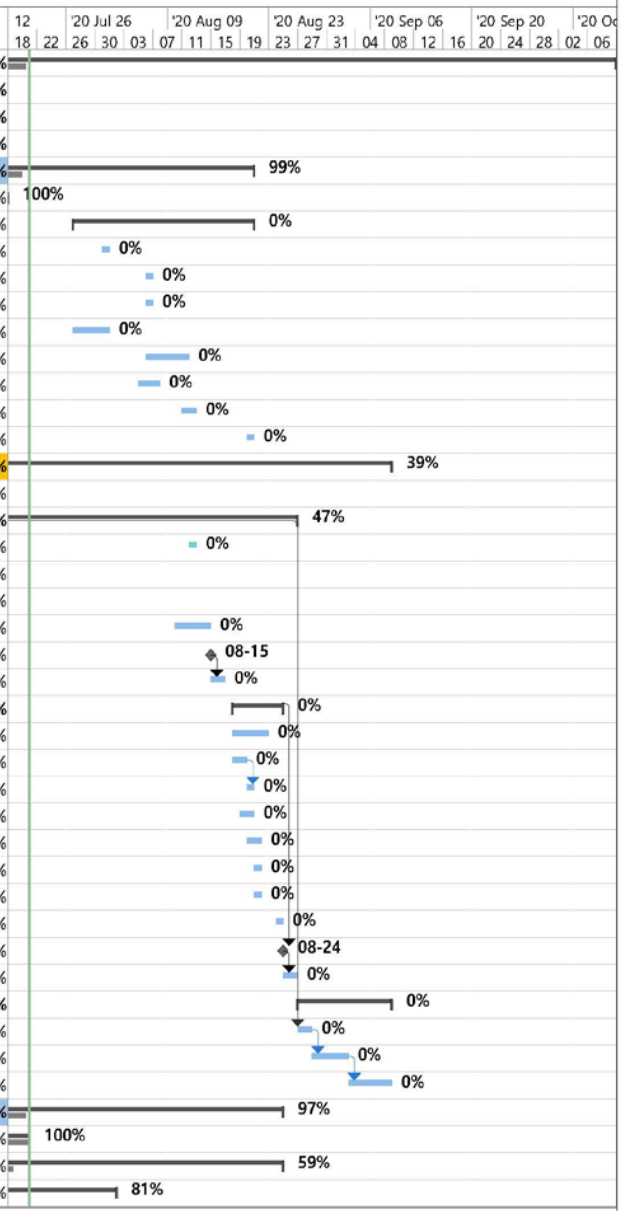
12. Generation KPI's:

- The following graphs show updated information through June 2020:

Energy Storage System (ESS) Full Project Schedule

[GPA ESS Phase 1] Project Schedule 20200720.mpp

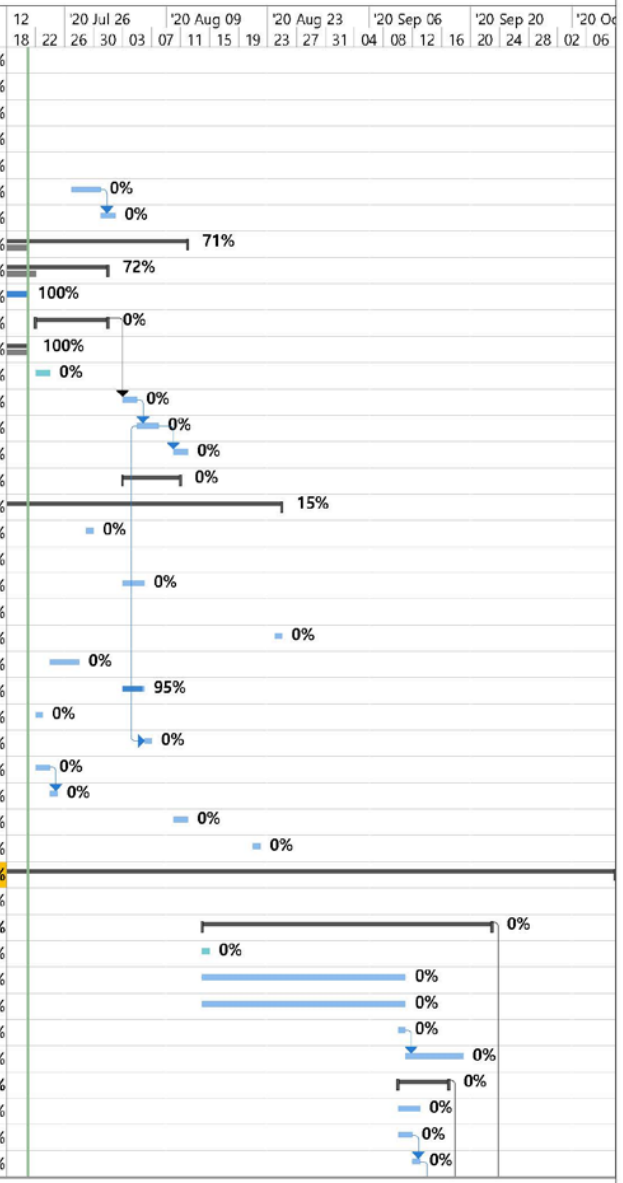
ID	WBS	Tasks	Duration	Start	Finish	Actual Start	Actual Finish	% Complete
1	1	**Agana and Talofofo Substation ESS**	**1059 d**	**2017-05-15**	**2020-10-09**	**2017-05-15**	**NA**	**97%**
2	1.1	**Mobilization**	**59 d**	**2017-05-15**	**2017-07-21**	**2017-05-15**	**2017-07-21**	**100%**
10	1.2	**Design**	**604 d**	**2017-05-16**	**2019-05-01**	**2017-05-16**	**2019-05-01**	**100%**
36	1.3	**Equipment Cost, Procurement and Delivery**	**493 d**	**2017-07-10**	**2019-02-15**	**2017-07-10**	**2019-02-15**	**100%**
83	1.4	**On-Site Construction (Talofofo)**	**860 d**	**2017-11-13**	**2020-08-20**	**2017-11-13**	**NA**	**99%**
84	1.4.1	Completed Works for Talofofo	830 d	2017-11-13	2020-07-17	2017-11-13	2020-07-17	100%
404	1.4.2	Remaining Works and Punchlist Item	23 d	2020-07-27	2020-08-20	NA	NA	0%
405	1.4.2.1	1" Water line valve box installation	1 d	2020-07-31	2020-07-31	NA	NA	0%
406	1.4.2.2	Manhole Ladder Installation	1 d	2020-08-06	2020-08-06	NA	NA	0%
407	1.4.2.3	Cable Opening Sealing (ACB PNL Hole)	1 d	2020-08-06	2020-08-06	NA	NA	0%
408	1.4.2.4	34.5kV Transformer(LV) Vertical Duct	5 d	2020-07-27	2020-07-31	NA	NA	0%
409	1.4.2.5	Cable Labeling (HV Cable)	5 d	2020-08-06	2020-08-11	NA	NA	0%
410	1.4.2.6	Trench Wall & Manhole Sleeve Labeling (Name Plate)	3 d	2020-08-05	2020-08-07	NA	NA	0%
411	1.4.2.7	Ground Resistance Test & Connection	2 d	2020-08-11	2020-08-12	NA	NA	0%
412	1.4.2.8	Battery Container DC PNL Megger Test (Battery Rack to DC PNL)	1 d	2020-08-20	2020-08-20	NA	NA	0%
413	1.5	**Commissioning and Performance Testing (Talofofo)**	**165 d**	**2020-03-02**	**2020-09-08**	**2020-03-02**	**NA**	**39%**
414	1.5.1	Precommissioning Inspection (Walk-Through Site)	1 d	2020-03-02	2020-03-02	2020-03-02	2020-03-02	100%
415	1.5.2	**Commissioning Phase I**	**153 d**	**2020-03-03**	**2020-08-26**	**2020-03-03**	**NA**	**47%**
416	1.5.2.1	Testing Auxiliary Equipment(UPS, Rectifier Battery)	1 d	2020-08-12	2020-08-12	NA	NA	0%
417	1.5.2.2	Testing: Interconnection	11 d	2020-03-03	2020-03-14	2020-03-03	2020-03-14	100%
418	1.5.2.3	Testing: Grid Equipment	11 d	2020-03-03	2020-03-14	2020-03-03	2020-03-14	100%
419	1.5.2.4	Renovation, Rerouting, and Testing: 34.5kV Interconnection Equipr	5 d	2020-08-10	2020-08-14	NA	NA	0%
420	1.5.2.5	GPA's Test Result Report Review: Interconnection Equipment Testi	0 d	2020-08-15	2020-08-15	NA	NA	0%
421	1.5.2.6	Energization: 34.5kV Interconnection Equipment	2 d	2020-08-15	2020-08-16	NA	NA	0%
422	1.5.2.7	Testing ESS Equipment	**6 d**	**2020-08-18**	**2020-08-24**	**NA**	**NA**	**0%**
423	1.5.2.7.1	2MVA PCS	5 d	2020-08-18	2020-08-22	NA	NA	0%
424	1.5.2.7.2	DC Junction Panels of Battery Banks	2 d	2020-08-18	2020-08-19	NA	NA	0%
425	1.5.2.7.3	AC & DC Power Distribution Panels at Battery Container	1 d	2020-08-20	2020-08-20	NA	NA	0%
426	1.5.2.7.4	Battery Containers	2 d	2020-08-19	2020-08-20	NA	NA	0%
427	1.5.2.7.5	Li Batteries	2 d	2020-08-20	2020-08-21	NA	NA	0%
428	1.5.2.7.6	Battery Section Controllers(BSC)	1 d	2020-08-21	2020-08-21	NA	NA	0%
429	1.5.2.7.7	PMS' and HMI' Equipment and Softwares including site equipme	1 d	2020-08-21	2020-08-21	NA	NA	0%
430	1.5.2.7.8	PMS-SCADA Matching Test	1 d	2020-08-24	2020-08-24	NA	NA	0%
431	1.5.2.8	GPA's Test Result Report Review: Grid-Connection Equipment and	0 d	2020-08-24	2020-08-24	NA	NA	0%
432	1.5.2.9	Energization: Grid-Connection Equipment and ESS Equipment	2 d	2020-08-25	2020-08-26	NA	NA	0%
433	1.5.3	**Commissioning Phase II**	**11 d**	**2020-08-27**	**2020-09-08**	**NA**	**NA**	**0%**
434	1.5.3.1	Power Quality Measurement	2 d	2020-08-27	2020-08-28	NA	NA	0%
435	1.5.3.2	Performance and Basic Functions	4 d	2020-08-29	2020-09-02	NA	NA	0%
436	1.5.3.3	Operation Scenarios: Renewable Integration	5 d	2020-09-03	2020-09-08	NA	NA	0%
437	1.6	**On-Site Construction(Agana)**	**877 d**	**2017-10-27**	**2020-08-24**	**2017-10-27**	**NA**	**97%**
438	1.6.1	Completed Works for Agana	846 d	2017-10-27	2020-07-20	2017-10-27	2020-07-20	100%
829	1.6.2	Remaining Works and Punchlist Item	284 d	2019-09-30	2020-08-24	2019-09-30	NA	59%
830	1.6.2.6	Mobile Susbstation	264 d	2019-09-30	2020-08-01	2019-09-30	NA	81%



Energy Storage System (ESS) Full Project Schedule

[GPA ESS Phase 1] Project Schedule 20200720.mpp

ID	WBS	Tasks	Duration	Start	Finish	Actual Start	Actual Finish	% Complete
831	1.6.2.6.2.1	UG conduit for mobile riser part 2	14 d	2019-11-14	2019-12-03	2019-11-14	2019-12-03	100%
832	1.6.2.6.2.2	Backfilling and Compaction	3 d	2019-12-04	2019-12-06	2019-12-04	2019-12-06	100%
833	1.6.2.6.2.3	Delivery Long Leed Materials	1 d	2019-09-30	2019-09-30	2019-09-30	2019-09-30	100%
834	1.6.2.6.2.4	Mobile Riser Cabling	4 d	2020-02-17	2020-02-20	2020-02-17	2020-02-20	100%
835	1.6.2.6.2.5	Mobile Riser 34.5kV Cable Termination	3 d	2020-02-18	2020-02-20	2020-02-18	2020-02-20	100%
836	1.6.2.1.6	Mobile Riser 13.8kV Cable Termination	4 d	2020-07-27	2020-07-30	NA	NA	0%
837	1.6.2.6.2.6	Test and Connection	2 d	2020-07-31	2020-08-01	NA	NA	0%
838	1.6.2.6	Emergency Generator and ATS	40 d	2020-06-26	2020-08-11	2020-06-26	NA	71%
839	1.6.2.2.1	Emergency Generator	31 d	2020-06-26	2020-07-31	2020-06-26	NA	72%
840	1.6.2.2.1.1	Conduit Pit	21 d	2020-06-26	2020-07-20	2020-06-26	2020-07-20	100%
841	1.6.2.2.1.2	Foundation	9 d	2020-07-22	2020-07-31	NA	NA	0%
846	1.6.2.2.2	ATS	21 d	2020-06-26	2020-07-20	2020-06-26	2020-07-20	100%
848	1.6.2.2.3	Underground conduit	2 d	2020-07-22	2020-07-23	NA	NA	0%
849	1.6.2.2.4	Backfill and compaction	2 d	2020-08-03	2020-08-04	NA	NA	0%
850	1.6.2.2.5	Cable Installation and Termination	3 d	2020-08-05	2020-08-07	NA	NA	0%
851	1.6.2.2.6	Test and Connection	2 d	2020-08-10	2020-08-11	NA	NA	0%
852	1.6.2.6	Extended Concrete Wall(at main gate)	7 d	2020-08-03	2020-08-10	NA	NA	0%
856	1.6.2.4	Punchlist Item	184 d	2020-01-24	2020-08-24	2020-01-24	NA	15%
857	1.6.2.4.1	H-401 Revise Cable Connection, Termination	1 d	2020-07-29	2020-07-29	NA	NA	0%
858	1.6.2.4.2	Gravel(Switch yard)	5 d	2020-01-24	2020-01-29	2020-01-24	NA	0%
859	1.6.2.4.3	34.5kV Transformer(LV) Vertical Duct	3 d	2020-08-03	2020-08-05	NA	NA	0%
860	1.6.2.4.4	115kV Transformer(LV) Vertical Duct	1 d	2020-03-18	2020-03-18	2020-03-18	NA	95%
861	1.6.2.4.5	Cable opening sealing (CTRL Container Hole)	1 d	2020-08-24	2020-08-24	NA	NA	0%
862	1.6.2.4.6	Gate Valve Cover Installation	3 d	2020-07-24	2020-07-27	NA	NA	0%
863	1.6.2.4.7	Battery Container Trench Cover Repair	3 d	2020-08-03	2020-08-05	2020-08-03	NA	95%
864	1.6.2.4.8	34.5kV Manhole Ladder Installation	1 d	2020-07-22	2020-07-22	NA	NA	0%
865	1.6.2.4.9	13.8kV Manhole Ladder Installation	1 d	2020-08-06	2020-08-06	NA	NA	0%
866	1.6.2.4.10	Cable Labeling	2 d	2020-07-22	2020-07-23	NA	NA	0%
867	1.6.2.4.11	Trench Wall Sleeve Labeling (Name Plate)	1 d	2020-07-24	2020-07-24	NA	NA	0%
868	1.6.2.4.12	Ground Resistance Test & Connection	2 d	2020-08-10	2020-08-11	NA	NA	0%
869	1.6.2.4.13	Battery Container DC PNL Megger Test (Battery Rack to DC PNL)	1 d	2020-08-21	2020-08-21	NA	NA	0%
870	**1.7**	**Commissioning and Performance Testing (Agana)**	**181 d**	**2020-03-14**	**2020-10-09**	**2020-03-14**	**NA**	**1%**
871	1.7.1	Precommissioning Inspection (Walk-Through Site)	1 d	2020-03-14	2020-03-14	2020-03-14	2020-03-14	100%
872	**1.7.2**	**Commissioning Phase I**	**35 d**	**2020-08-14**	**2020-09-22**	**NA**	**NA**	**0%**
873	1.7.2.1	Testing Auxiliary Equipment(UPS, Rectifier Battery)	1 d	2020-08-14	2020-08-14	NA	NA	0%
874	1.7.2.2	Testing: Interconnection	25 d	2020-08-14	2020-09-10	NA	NA	0%
875	1.7.2.3	Testing: Grid Equipment	25 d	2020-08-14	2020-09-10	NA	NA	0%
876	1.7.2.4	GPA's Test Result Report Review: Interconnection Equipment Testi	1 d	2020-09-10	2020-09-10	NA	NA	0%
877	1.7.2.5	Energization: 34.5kV Interconnection Equipment	7 d	2020-09-11	2020-09-18	NA	NA	0%
878	**1.7.2.6**	Testing ESS Equipment	**6 d**	**2020-09-10**	**2020-09-16**	**NA**	**NA**	**0%**
879	1.7.2.6.1	2MVA PCS	3 d	2020-09-10	2020-09-12	NA	NA	0%
880	1.7.2.6.2	DC Junction Panels of Battery Banks	2 d	2020-09-10	2020-09-11	NA	NA	0%
881	1.7.2.6.3	AC & DC Power Distribution Panels at Battery Container	1 d	2020-09-12	2020-09-12	NA	NA	0%



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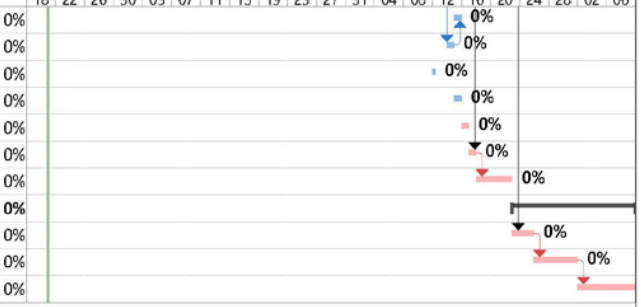
Energy Storage System (ESS) Full Project Schedule

[GPA ESS Phase 1] Project Schedule 20200720.mpp

ID	WBS	Tasks	Duration	Start	Finish	Actual Start	Actual Finish	% Complete
882	1.7.2.6.4	Battery Containers	1 d	2020-09-15	2020-09-15	NA	NA	0%
883	1.7.2.6.5	Li Batteries	1 d	2020-09-14	2020-09-14	NA	NA	0%
884	1.7.2.6.6	Battery Section Controllers(BSC)	2 h	2020-09-12	2020-09-12	NA	NA	0%
885	1.7.2.6.7	PMS' and HMI' Equipment and Softwares including site equipme	1 d	2020-09-15	2020-09-15	NA	NA	0%
886	1.7.2.6.8	PMS-SCADA Matching Test	1 d	2020-09-16	2020-09-16	NA	NA	0%
887	1.7.2.7	GPA's Test Result Report Review: Grid-Connection Equipment and	1 d	2020-09-17	2020-09-17	NA	NA	0%
888	1.7.2.8	Energization: Grid-Connection Equipment and ESS Equipment	4 d	2020-09-18	2020-09-22	NA	NA	0%
889	**1.7.3**	**Commissioning Phase II**	**15 d**	**2020-09-23**	**2020-10-09**	**NA**	**NA**	**0%**
890	1.7.3.1	Power Quality Measurement	3 d	2020-09-23	2020-09-25	NA	NA	0%
891	1.7.3.2	Performance and Basic Functions	5 d	2020-09-26	2020-10-01	NA	NA	0%
892	1.7.3.3	Operation Scenarios: Frequency Regulation	7 d	2020-10-02	2020-10-09	NA	NA	0%



Published Magazine Articles: APPA and Energy, Oil & Gas

1. Reliability - *Riding the Storm: Increasing Resiliency for Extreme Weather Events* – Published in the APPA Public Power Magazine – March/April 2020 Issue

2. A Mammoth Operation, Guam Power Authority – "*A Powerful Transformation*" - The Article will Appear in the hardcopy magazine of Energy, Oil & Gas - August 2020 Issue

AMERICAN PUBLIC POWER ASSOCIATION
80 Years of Powering Strong Communities

RELIABILITY

Riding the Storm: Increasing Resiliency for Extreme Weather Events

Resilient Design

Pole replacement also is a component of the system hardening plan created by the **Guam Power Authority**, which serves approximately 52,000 customers on the Pacific island. Having a plan to prepare for extreme weather is key for Guam, which is located in "Typhoon Alley," a region notorious for being in the path of almost every storm headed toward Asia, according to John M. Benavente, PE, GPA's general manager. As a result, it regularly deals with typhoons (known as hurricanes in the Atlantic) that exceed a Category 5 rating.

"GPA has to resort to the solutions or fixes we've implemented for economic and sustainability reasons. Our customers include the U.S. military and federal government installations, which account for approximately 20% of our load," Benavente said. "National and homeland defense are of paramount importance, and, therefore, GPA continues to improve the system to ensure a reliable and sustainable energy environment."

GPA also is preparing to protect itself from rising sea level storm surges and tsunamis. In 2017, scientists visited GPA with concerns that a tsunami may hit the island in the next few decades.

Pole replacement helps prepare for increasing storms and weather events, but it's nothing new to the utility. GPA began replacing all wooden poles with spun concrete poles in the 1980s. It regularly replaces poles and uses concrete poles for all new line extension projects. Today, 90% of its more than 36,000 poles are concrete.

GPA also is working on moving to a hybrid system consisting of a primary distribution line that's an overhead concrete pole and a secondary system that's underground. Energy from the transformers mounted on concrete poles serves customers through an underground line connected to their homes and businesses.

"This hybrid system eliminates the aerial secondary line typically attached to customer homes through a weather head on their roofs. During a typhoon on Guam, this secondary line system typically gets damaged the most, and storm recovery then takes a substantial amount of time."

The utility recently converted an additional 500 customers to the secondary underground system. Approximately 20% of GPA's distribution system serves customers with underground lines. "In the last storm, once the main primary lines were repaired, those 500 customers were immediately restored."

GPA plans on installing underground systems on most of the island in the next 25 years, which should mitigate much of the damage from future typhoons. Moving systems from overhead to underground is not without complications. This process requires trenching, so GPA works with the Guam State Historic Preservation Office and other local government agencies for permits and clearances.

To fund this and other projects, GPA issued long-term bonds. "We don't have the ratepayers of today paying for the entire investment, which would last for decades," Benavente said. "Furthermore, additional funds generated as required by bond indentures in the form of debt service coverages are used on capital improvement projects."

Rethinking Old Ways

In addition to burying power lines to protect against future typhoons, GPA recently signed a contract with the Korea Electric Power Corp. to build a 198-megawatt baseload power plant, which is scheduled to go online in October 2022.

The new plant will be located 300 feet above sea level, which will protect generators and equipment from tsunamis and storm surges. Previously, GPA constructed all conventional baseload generating plants at or near sea level to take advantage of seawater for cooling.

Instead, the new Ukudu plant will be located close to the Guam Waterworks Authority's Northern Wastewater Treatment Plant, which will allow GPA to repurpose approximately 3 million gallons of sewer water to treat and use for cooling the steam turbine part of the combined-cycle units – without any impact to Guam's water aquifer. Working with the wastewater treatment plant will also reduce the sewage waste that currently flows into the ocean.

Siting the power plant adjacent to the wastewater facility will also increase reliability, as it is a large power load demand area and most of its transmission lines are underground. In addition, the plant will hold adequate water resources, as well as 30 days of fuel oil capability, in case a tsunami cuts out fuel supplies to the new plant.

The Ukudu power plant will be constructed by an independent power producer under a build-operate-transfer contract. The contract includes an option for the transfer of ownership to GPA in either 25 or 30 years.

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ENERGY, OIL & GAS

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Energy, Oil & Gas Issue 182 July 2020

A powerful transformation

Located in the Western

Pacific, Guam is an unincorporated territory of the United States, a progressive Pacific island community, and a strategically important link between the US and Asia. There is a crucial relationship between energy and Guam's economic growth, and as the island continues to progress, there is a need for Guam's energy mix to evolve because power is an important catalyst for commercial and domestic advancement.

On the electricity side, energy is supplied by The Guam Power Authority (GPA), an electric utility that supplies monopoly electric services throughout Guam, including to all US Department of Defense military bases, various components of the Government of Guam, and a vibrant shopping and hotel industry. GPA serves an island population of approximately 170,000 (with around 52,000 of these as customers) with a 2019 peak demand of 254 megawatts and 2019 (fiscal year) energy sales of 1.57 billion in kilowatt hours.

As John M. Benavente, PE and General Manager at GPA explained, the Authority is a public corporation and autonomous component unit of the Government of Guam. "The Consolidated Commission on Utilities (CCU) - comprised of an elected five-member board of commissioners - provides governance over GPA, while the Guam Public Utilities Commission (GPUC) sets GPA rates and holds oversight of the authority, to include review and approval of all large GPA contracts impacting rates and charges," he said.

Owning assets of $935m, including 29 substations, and 1797 miles of combined transmission and distribution lines, GPA employs a workforce of 450 and supports Guam's economy with both conventional and renewable electrical energy. The island-wide power supply that comes from various fuel-oil based generating units has a gross capacity of over 420 megawatts. "Currently, GPA also has 25.3 megawatts of renewable capacity with an additional 160 megawatts of solar photovoltaic and 150 megawatts of energy storage systems coming online in the next three years," added John, "which is going to achieve a 25 per cent government-mandated Renewable Portfolio Standard (RPS)."

Further elaborating on the thinking behind the energy transition from fuel oil to renewables, John pointed out that GPA's energy has been generated by fossil fuels for the past five decades, which made Guam vulnerable and at the mercy of global fuel oil political changes. Fuel oil purchases also total more than half of GPA's budget. "It is a significant economic drain on Guam's economy because it lacks multiplication effects," he said. "By converting fuel oil purchases to alternative energy purchases such as photovoltaics, Guam is converting oil to jobs, while at the same time reducing its carbon footprint and impact on the planet."

Having already appreciably transformed how Guam generates its electric power, GPA is now working on a project that will result in a significant paradigm shift in how it supplies energy to the island. It has signed contracts with KEPCO for the construction and operation of the new Dededo Ukudu Combined Cycle Power Plant, which will replace its ageing and limited baseload power supply. This 198-megawatt combined cycle plant, with a 51 per cent thermal efficiency, is designed to be the cornerstone that helps to sustain Guam's energy needs. "We are investing in dual fired (Ultra-Low Sulfur Diesel and Natural Gas) high efficiency combined cycle technology, coupled with low and stable cost renewables (20-year, one per cent escalator contracts)," said John. "The plant will allow us to hedge against fluctuating fuel oil prices because over time we will continue to reduce the volume of fuel oil we use by substituting with photovoltaic energy sources. It will work well with renewables, and, in fact, will be the backup to renewable energy to ensure continuous power to the island, in the event of non-solar days and natural disasters."

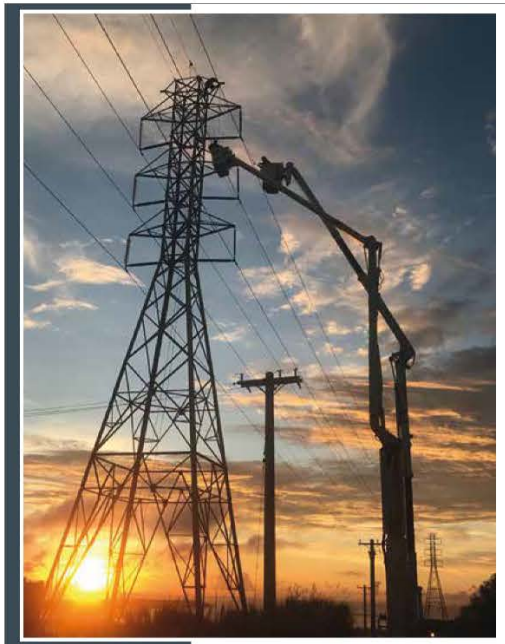
As part of its commitment to transforming into a modern, sustainable power generation company, over the next few years GPA will be contracting for an additional 180 megawatts of renewables to be commissioned beginning in 2024 and beyond. "All renewables must have adequate storage systems for full capacity load shifting capability. All contracts will comprise a power purchase agreement for 25 years or more. The majority of this capacity will be utility-scale renewables, but the program would also include rooftop solar and small energy farms, perhaps in the one to five megawatt range," John detailed. "This plant, coupled with renewables, will allow GPA to achieve 50 per cent renewables, most likely before the end of this decade," he added.

Alongside the investments that are being made on the solar energy side, GPA has also been incorporating other associated technologies to work with renewables, including Advanced Metering Infrastructure (AMI) systems, which were installed in 2012. "We have also been upgrading our billing systems in order to accommodate net metering customers, which now total about 2100, having a total photovoltaic capacity of 24 megawatts," added John.

"Additionally, GPA has an ongoing Demand Side Management (DSM) program to right-size customer consumption and assist them in lowering their total energy cost. Over the last four years, GPA has paid over $4m in customer cash rebates to over 10,000 customers. GPA's current budget is to provide $3m annually,

John M. Benavente
PE and General Manager

> Over the past 50 years, GPA, through its founding employees and today's team of professionals and staff, has striven for sustainability and an ever-improving quality of life for our extremely remote island. Today, we see light at the end of the tunnel and this truly is exciting and commendable



funded through its fuel adjustment rate component, in support of energy efficient projects. GPA estimates that for every $3m in rebates paid, this decreases fuel costs by about $21m over the typical seven-year estimated life of the equipment."

While it is apparent that GPA is very determined to move away from conventional fossil fuel based power and embrace modern, sustainable solutions, its overall mission always remains to deliver safe, reliable and quality electricity services to all customers. In fact, safety is a core value of the company's culture, not just for end-users, but for staff too. "I have been general manager of GPA for over 25 years, and in nearly all those years, GPA has consistently placed highly, in the top three safety categories for its utility workforce safety performance," remarked John. "The annual American Public Power Association's safety awards recognize utilities with the lowest safety incidence rate within their groups. Groups are determined by worker-hours of exposure. For 2019, GPA earned a third-place award in the 'Group F' category for utilities with 250,000 to 999,999 worker-hours of annual worker exposure.

"Safety is of primary importance to myself and my entire team and GPA provides significant resources and training to ensure safety first, across all areas of the power utility. The business will continue to strive to perform and be ranked among the safest electrical power utilities and do everything it can to send all workers safely home to their families each and every night."

Having mentioned his staff, John then went on to discuss the challenge of finding the qualified personnel and how GPA addresses this issue: "GPA makes certain it maintains a highly professional and technical group of employees having adopted a pay-for-performance employee pay structure, which rewards its employees and assures a competitive pay structure and benefits today, and into the future. GPA, through this pay structure, has become a premier employer of choice on Guam; always drawing a significant interest and numerous applicants for positions listed for hiring.

"The organization also runs apprenticeship and other training programs, especially in the transmission and distribution and power generation fields."

The responsibility that GPA feels for its employees also extends out further to the wider community across the territory, because as John succinctly puts it, 'everyone who lives and works on Guam depends on the Guam Power Authority to operate one of Guam's most critical resources, namely the island-wide power system.' "It is important to GPA to work with the local communities it serves," he confirmed. "From as far away as the US Virgin Islands to the nearer Commonwealth of the Northern Mariana Islands (CNMI)-Saipan, GPA is committed to, and has provided, mutual aid assistance for recovery and restoration following devastation caused by natural disasters. In 2019, GPA received a 'Mutual Aid Commendation' from the American Public Power Association for having answered the call for assistance and aided the devastated CNMI-Saipan community with restoring power to its customers and helping rebuild an entire island economy."

Furthermore, in 2019, GPA received a Smart Energy Provider (SEP) designation for best practices as an electric power utility that shows commitment to, and proficiency in, energy efficiency, distributed generation, renewable energy, and environmental initiatives. Additionally, achieving SEP designation allows GPA to benchmark and evaluate its work

PROFILE GUAM POWER AUTHORITY

against a set of industry best practices in defined areas.

Also in 2019, GPA was recognized as the first electric distribution utility to operate business critical functions on the Environmental Systems Research Institute (ESRI)'s Utility Network Data through tapping drones to digitally map GPA's power lines, poles and other hardware and help GPA with maintenance forecasting, deployment of manpower and equipment. This translates to GPA being able to deliver its ambitions of building a stable foundation of economic growth and quality of life for all its customers and the community on Guam.

Thanks to the steps it has already taken and the plans it has for the future, GPA is well on its way to becoming a modern, efficient energy provider, and John believes that within the next three to five years, the organization will achieve its goal in attaining an improved position of strength. "GPA will have significantly achieved the paradigm shift in energy supply to providing its ratepayers with reliable energy at an affordable and stable cost," he predicted. "It will also have begun its journey towards a fully underground system for the entire island, which could then be achieved in an affordable manner over the next 30 years. GPA's island-wide power system consists of 90 per cent concrete poles today, making it resilient and providing for quick recoveries following devastation caused by storms. I envision GPA will begin the journey forward to fully underground the electrical power system within the next few decades, so that Guam becomes an even more sustainable island, less vulnerable to economic and natural disasters."

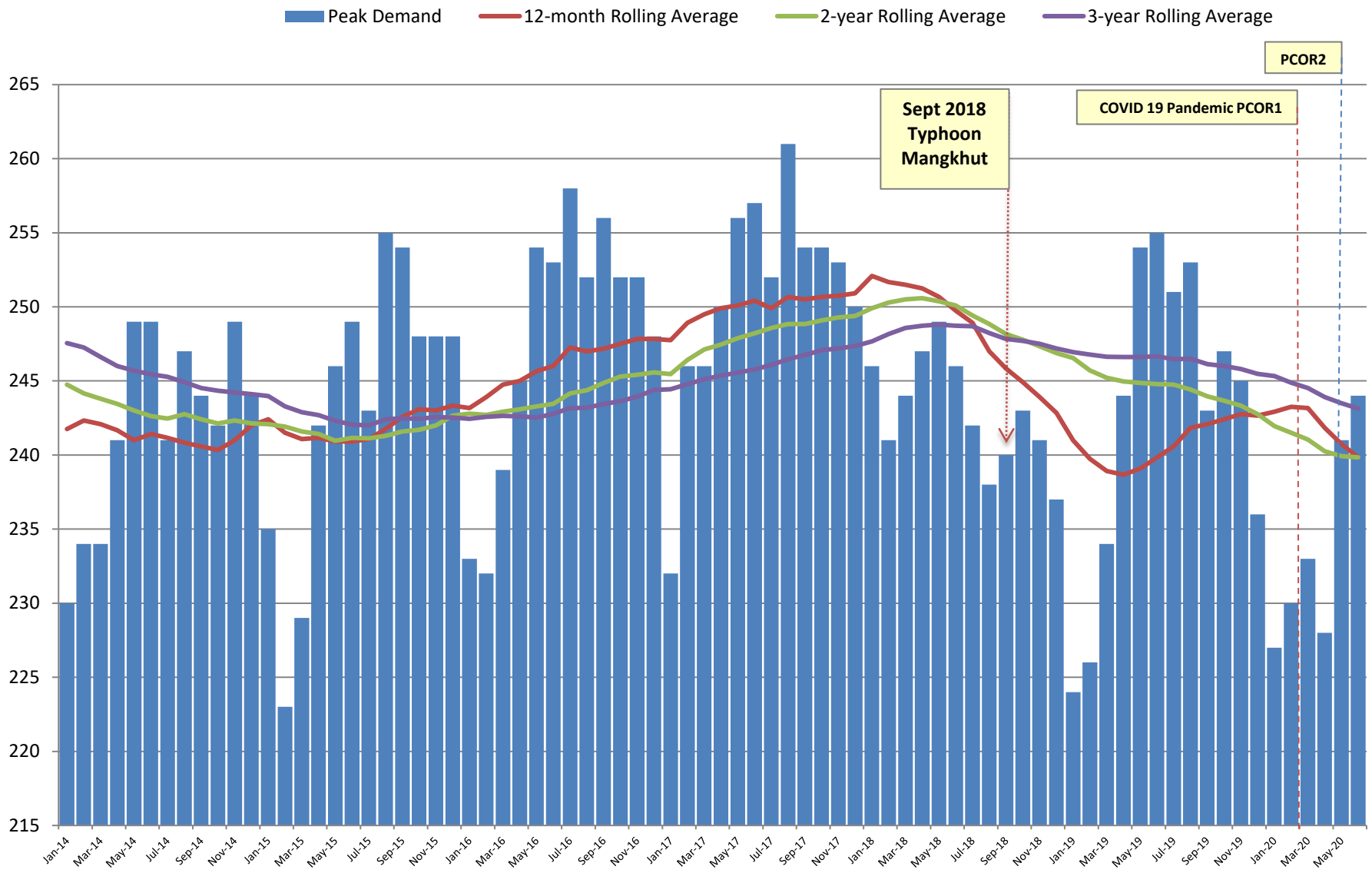
John is understandably very proud of the transformation that GPA has gone through. "Over the past 50 years, GPA, through its founding employees and today's team of professionals and staff, has striven for sustainability and an ever-improving quality of life for our extremely remote island. Today, we see light at the end of the tunnel and this truly is exciting and commendable," he concluded.

Guam Power Authority
www.guampowerauthority.com

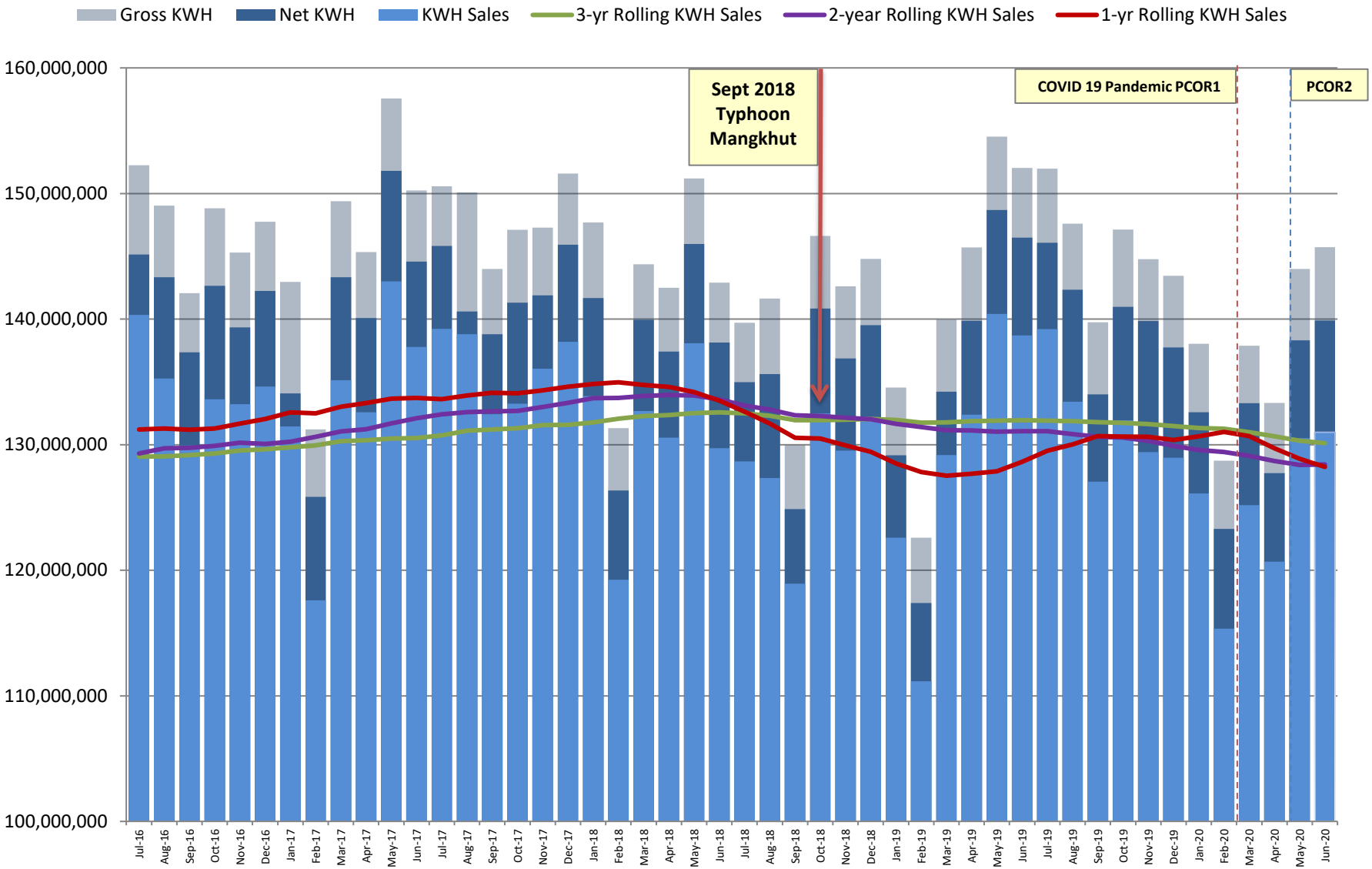
Services: Electric utility that provides monopoly electric services throughout Guam

Generation KPIs

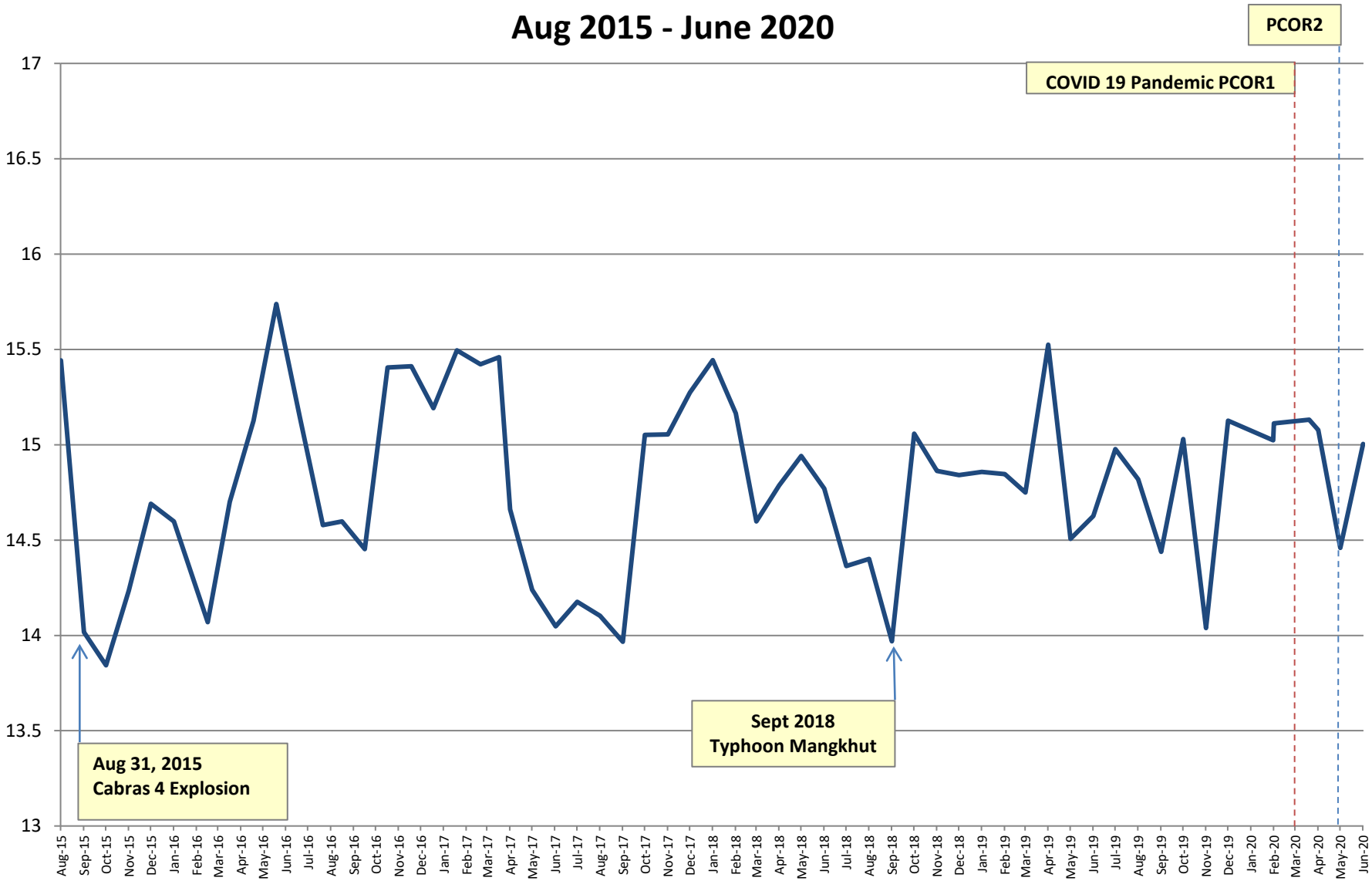
Historical Monthly Peak Demand
Jan 2014 - July 2020



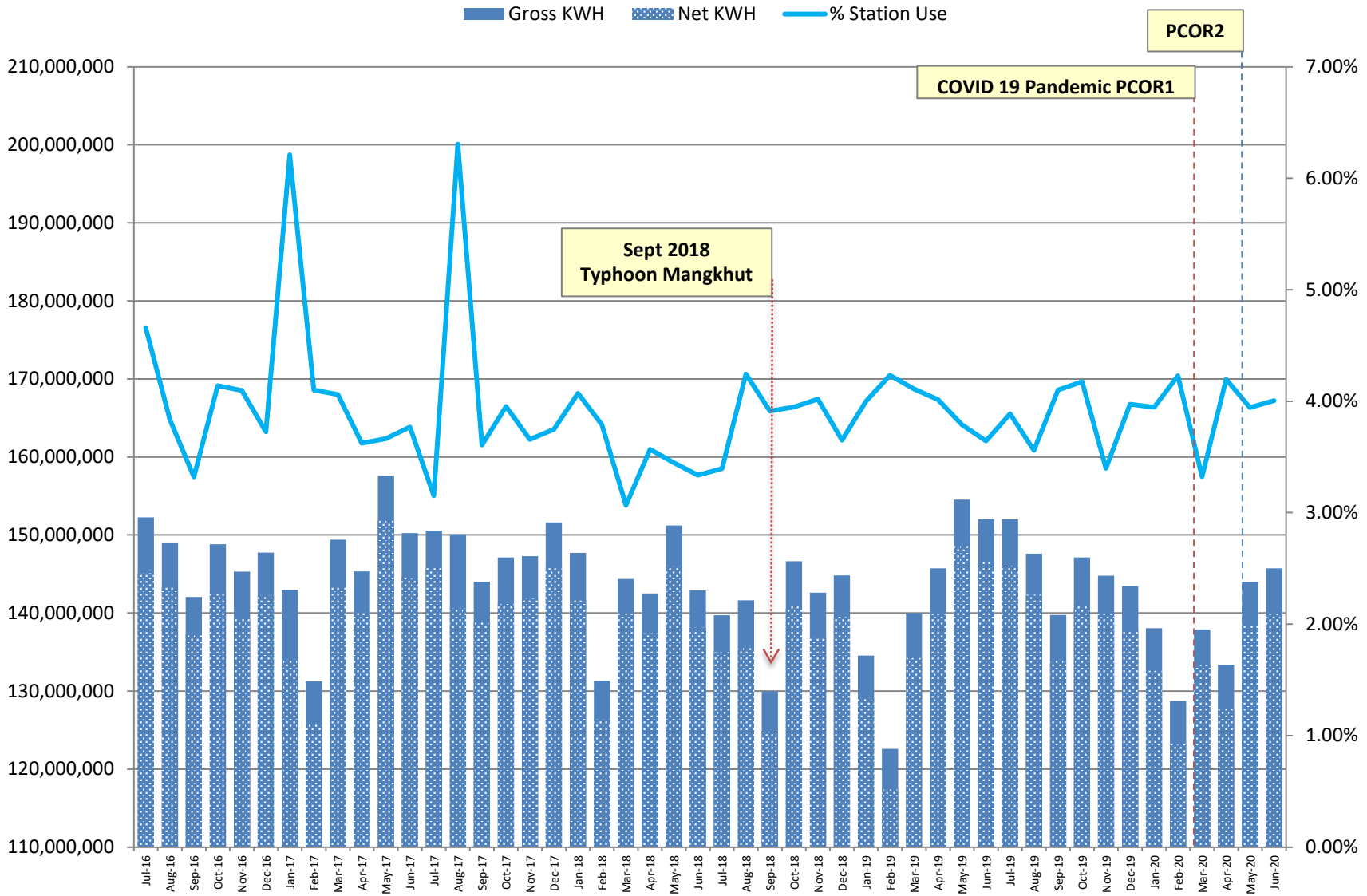
Historical KWH Sales
July 2016 - June 2020



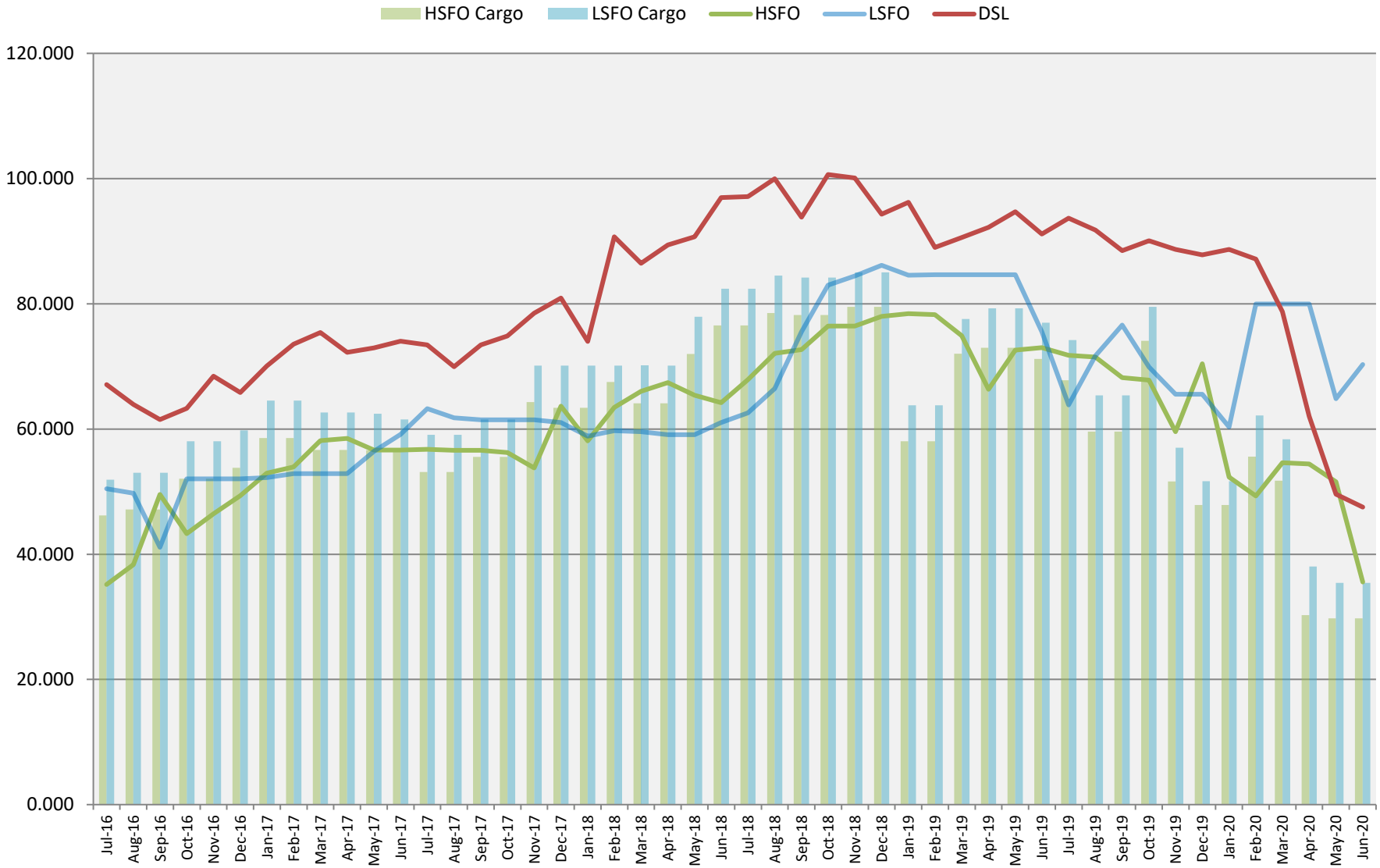
SYSTEM GROSS HEAT RATE
(KWH/Gal)
Aug 2015 - June 2020



Gross and Net Generation (KWH)
July 2016- June 2020

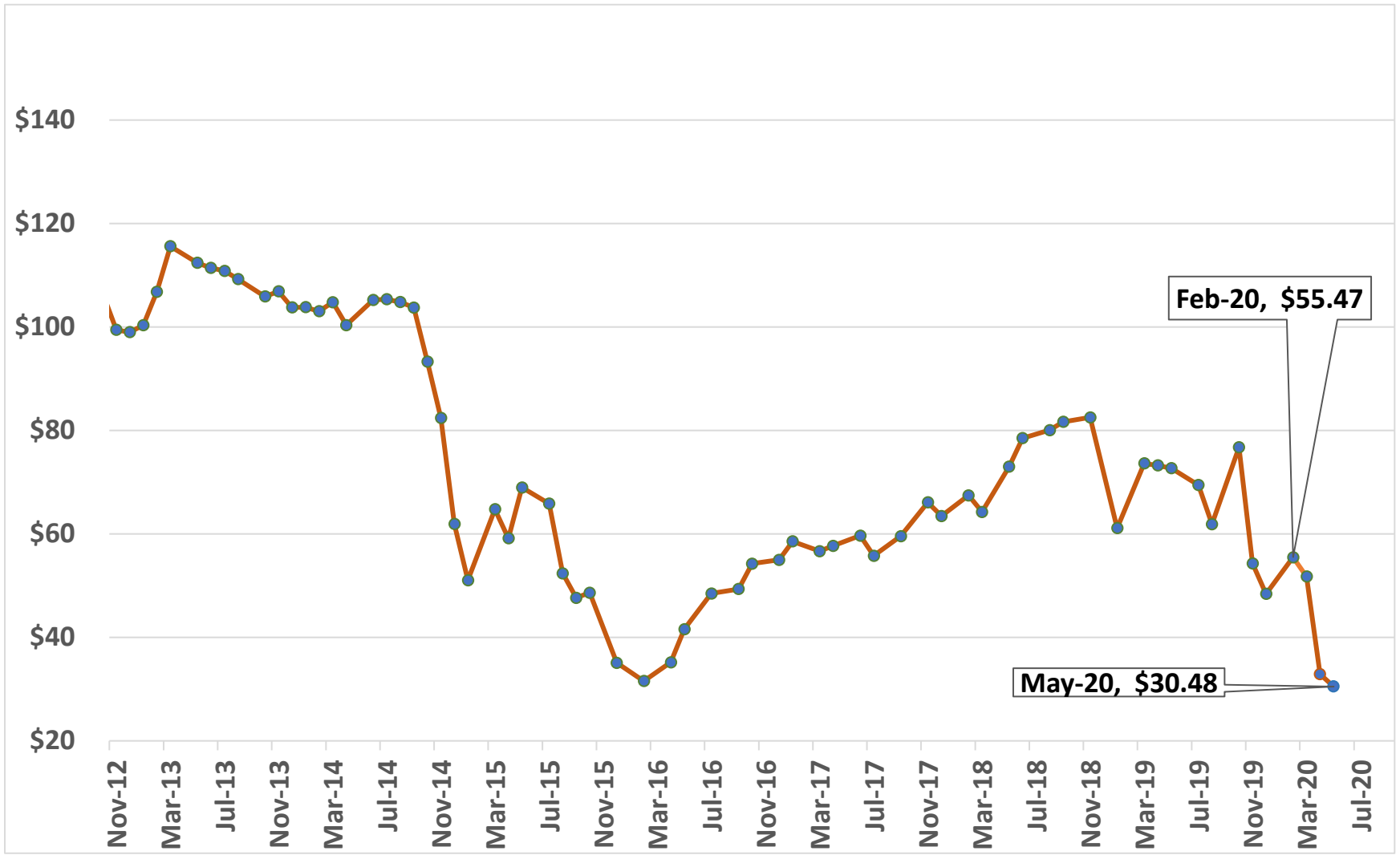


Fuel Cargo and Fuel Consumption Costs ($/bbl)
July 2016 - June 2020



LEAC UPDATE

LEAC Update – GPA Fuel Purchases (Per Barrel)



Note: No fuel purchase in June 2020.

Purchased

Ordered

LEAC Update – Morgan Stanley Asian Morning Call

Morgan Noon Call Pricing

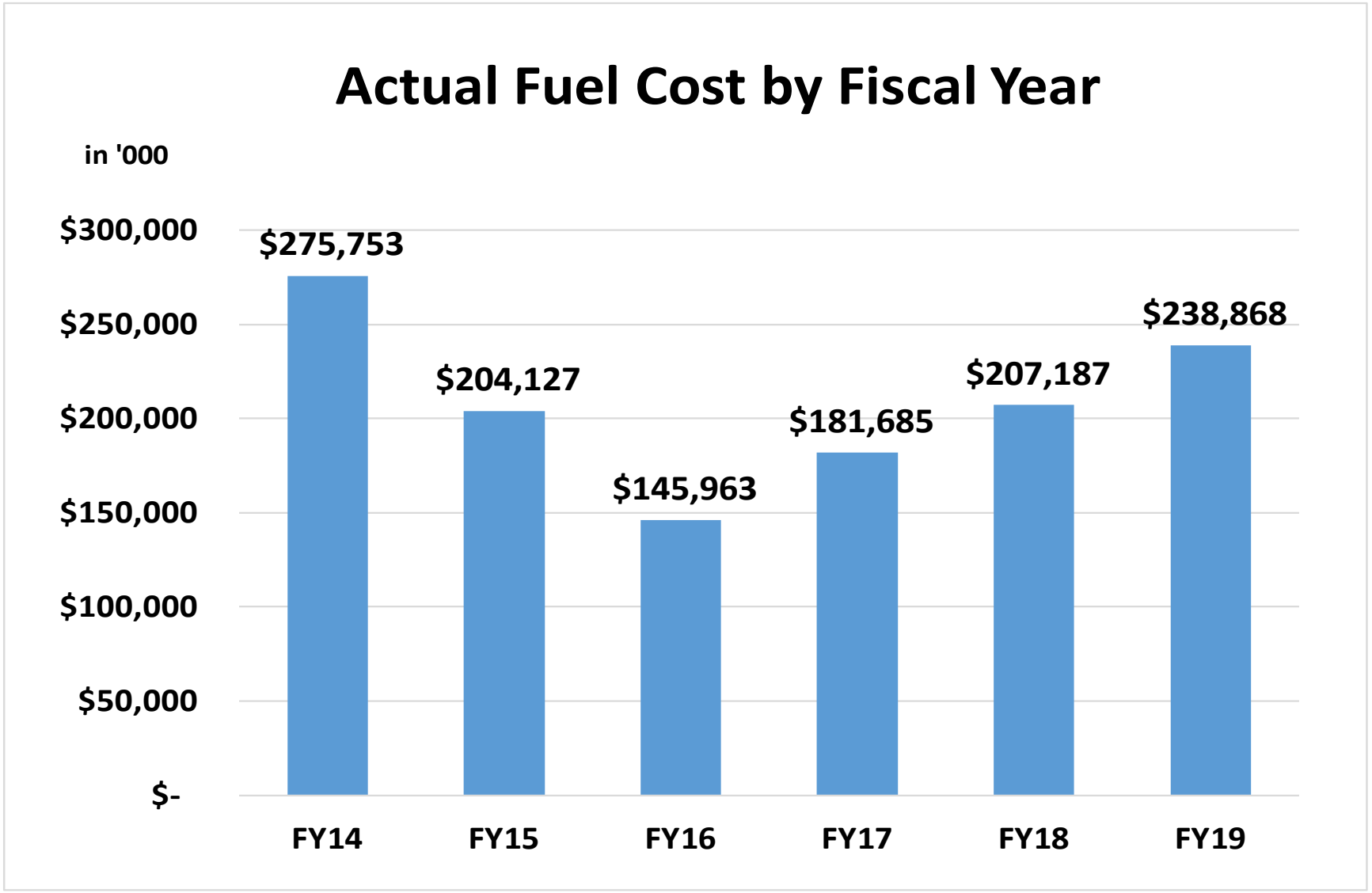
Sing HSFO 180 CST

Date	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21
7/9/2020	$ 260.73	$ 256.73	$ 257.73	$ 259.48	$ 261.57	$ 261.57	$ 266.90
7/13/2020	$ 241.68	$ 245.18	$ 248.93	$ 252.43	$ 255.35	$ 255.35	$ 261.10
7/14/2020	$ 253.62	$ 248.62	$ 249.62	$ 251.87	$ 254.21	$ 254.21	$ 260.71
7/15/2020	$ 254.83	$ 251.83	$ 253.58	$ 255.58	$ 257.91	$ 257.91	$ 264.74
7/16/2020	$ 256.64	$ 253.64	$ 255.39	$ 257.39	$ 259.72	$ 259.72	$ 266.56
Five-day average	$ 253.50	$ 251.20	$ 253.05	$ 255.35	$ 257.75	$ 257.75	$ 264.00

Gassoil 10ppm

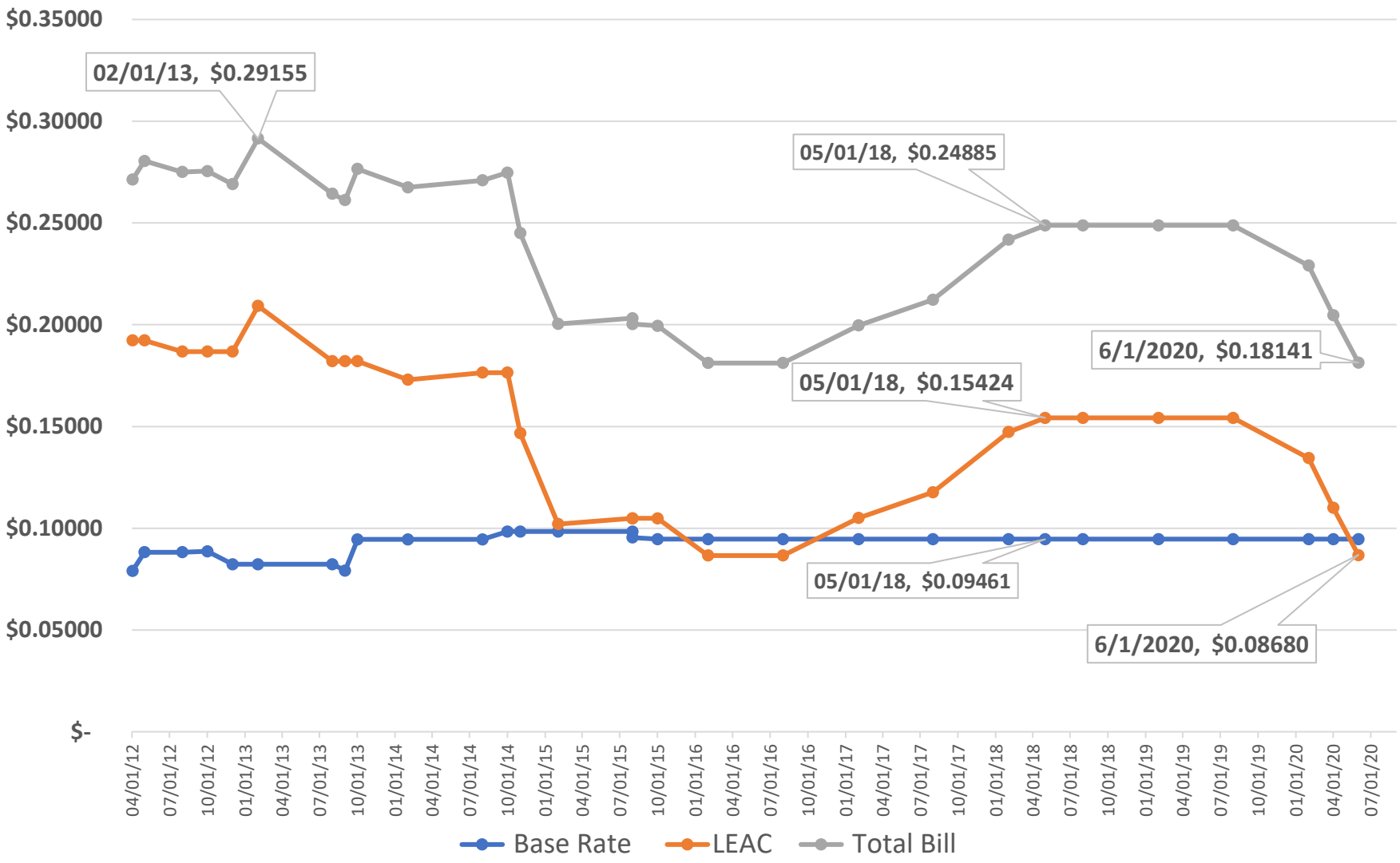
7/9/2020	$ 49.53	$ 49.11	$ 49.11	$ 49.37	$ 49.65	$ 49.65	$ 50.70
7/13/2020	$ 49.71	$ 49.21	$ 49.17	$ 49.37	$ 49.62	$ 49.62	$ 50.53
7/14/2020	$ 48.86	$ 48.31	$ 48.23	$ 48.40	$ 48.66	$ 48.66	$ 49.71
7/15/2020	$ 49.51	$ 48.96	$ 48.81	$ 48.98	$ 49.24	$ 49.24	$ 50.34
7/16/2020	$ 50.02	$ 49.45	$ 49.31	$ 49.46	$ 49.72	$ 49.72	$ 50.73
Five-day average	$ 49.52	$ 49.01	$ 48.92	$ 49.11	$ 49.38	$ 49.38	$ 50.40

LEAC Update – Fuel Cost by Fiscal Year



Historical Residential LEAC Rate

Historical Residential Rate



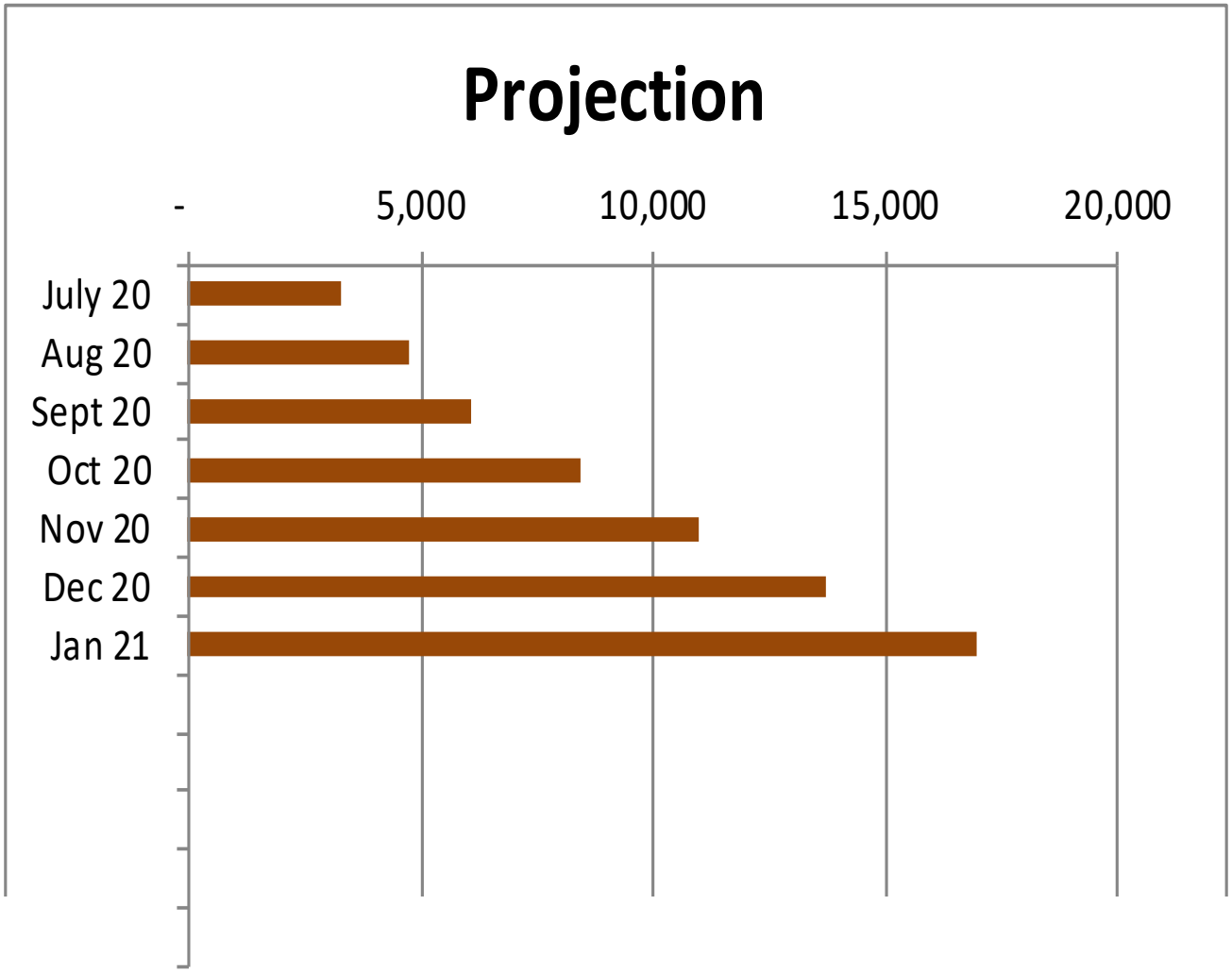
Historical LEAC Over (Under) Recovery

LEAC Period		Approved LEAC	Actual Over	
From	To	Rate	(Under) Recovery	
4/1/2012	7/31/2012	$ 0.192310	$ (3,040,418)	
8/1/2012	1/31/2013	$ 0.186834	$ (2,494,052)	
2/1/2013	7/31/2013	$ 0.209271	$ 1,345,259	
8/1/2013	10/31/2013	$ 0.182054	$ 1,300,093	
2/1/2014	7/31/2014	$ 0.172986	$ (1,137,034)	
8/1/2014	10/31/2014	$ 0.176441	$ (4,646,872)	
11/1/2014	1/31/2015	$ 0.146666	$ 661,428	
2/1/2015	7/31/2015	$ 0.102054	$ 1,757,878	
8/1/2015	1/31/2016	$ 0.104871	$ (2,467,151)	
2/1/2016	7/31/2016	$ 0.086613	$ (2,668,603)	
8/1/2016	1/31/2017	$ 0.086613	$ (9,915,360)	
			$ (5,315,360)	(a)
2/1/2017	7/31/2017	$ 0.105051	$ (14,050,504)	
8/1/2017	01/31/1018	$ 0.117718	$ (16,775,982)	
2/1/2018	4/30/2018	$ 0.147266	$ (13,005,689)	
5/1/2018	7/31/2018	$ 0.154242	$ (8,422,674)	
8/1/2018	1/31/2019	$ 0.154242	$ (13,336,698)	
2/1/2019	7/31/2019	$ 0.154242	$ (10,225,349)	
8/1/2019	1/31/2020	$ 0.154242	$ (2,193,618)	
2/1/2020	3/31/2020	$ 0.134474	$ (1,803,778)	
4/1/2020	5/31/2020	$ 0.110039	$ (2,981,023)	
6/1/2020	7/31/2020	$ 0.086800	$ (3,250,772)	Estimated

Notes:
(a) Under-recovery Balance after applying the $4.6 million from the Cabras 3&4 Extra Expense claim

LEAC Under Recovery Balances

LEAC



LEAC

(Unearned)/ Under Recovered	Projection [1]
July 20	3,251
Aug 20	4,739
Sept 20	6,087
Oct 20	8,435
Nov 20	10,971
Dec 20	13,734
Jan 21	16,962

LEAC - Update

	Current	Scenario A - Remain As Is			Scenario B - Full Recovery			Scenario C - 50% Recovery		
	June 1 to July 31	August 1 to Jan. 2021	Variance		August 1 to Jan. 2021	Variance		August 1 to Jan. 2021	Variance	
Rate	$ 0.086800	$ 0.086800	$ -	0.0%	$ 0.114568	$ 0.027768	32.0%	$ 0.100026	$ 0.013226	15.2%
(in '000)										
Under Recovery on July 31, 2020	$ 3,251									
Under Recovery on Jan. 31, 2021		$ 16,962			$ -			$ 8,481.00		
Average Price per Bbl-RFO	$ 37.51	$ 44.07			$ 44.07			$ 44.07		
Average Price per Bbl-Diesel	$ 66.51	$ 60.38			$ 60.38			$ 60.38		

LEAC – Sample Bill

	RATE SCHEDULE R							
	Current LEAC		Scenario A		Scenario B		Scenario C	
	Effective 06-01-20		Effective 08-01-20		Effective 08-01-20		Effective 08-01-20	
KWH		**1,000**		**1,000**		**1,000**		**1,000**
Monthly Charge	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 15.00
Non-Fuel Energy Charge								
First 500 KWH	0.069550	34.78	0.069550	34.78	0.069550	34.78	0.069550	34.78
Over 500 KWH	0.086870	43.44	0.086870	43.44	0.086870	43.44	0.086870	43.44
Emergency Water-well charge	0.002790	1.40	0.002790	1.40	0.002790	1.40	0.002790	1.40
Total Electric Charge before Fuel Recovery Charges		94.62		94.61		94.61		94.61
Fuel Recovery Charge	**0.086800**	86.80	**0.086800**	86.80	**0.114568**	114.57	**0.100026**	100.03
Total Electric Charge		$ 181.42		$ 181.41		$ 209.17		$ 194.63
Increase/(Decrease) in Total Bill						**$ 27.77**		**$ 13.23**
% Increase/(Decrease) in Total Bill						**15.3%**		**7.3%**
% Increase/(Decrease) in LEAC rate						**32.0%**		**15.2%**

Customer Service Division

Jun 2020

SITE	Less than 10 Mins.	%	10-15 Mins.	%	15-30 Mins.	%	30-45 Mins.	%	TOTAL	Location %
FADIAN	1,652	67%	294	12%	497	20%	20	1%	2,463	47%
HAGATNA	923	88%	74	7%	38	4%	17	2%	1,052	20%
UPPER TUMON	1,507	89%	91	5%	63	4%	24	1%	1,685	32%
TOTAL:	4,082	79%	459	9%	598	12%	61	1%	5,200	99%

Government Accounts Receivable: CSD reports invoices for the month of June 2020, for 75 active government accounts with an overall total of $3,529,491.57, and 51 accounts were current (68%), 24 accounts with arrears (32%). 24 fax/emails issued to government accounts totaling $3,384,995.85. May 2020 invoices, 0 accounts paid in full.

Credit and Collection

Delinquent Ratio: As of June 2020, the authority reported a total 48,296, active customers. The "Delinquent Ratio" was recorded at 10.93% with 5,277 total delinquent accounts, total arrears of 3,625,921.78; 1,991,607.82; 5,057(10.47% / 28-45 days) category; 887,974.75; 2,428(5.03% / 46-60 days); 300,368.94; 906(1.88% 61-90 days); and 445,970.27; 1,415(2.93% / Over 90 days).

Bankruptcy: The Authority reports no bankruptcy for the month of June 2020.

Damage Claim: The Damage claim committee received four (4) Damage claims at $2,102.28 for the month of June 2020.

ACTIVE DELINQUENT – NON-PAYMENT

Command Center / Disconnection / Reconnections

Single Phase Meters: Credit and Collection issued orders to Command Center to perform remote disconnect/reconnect for a total of 0 customers; 0(0%) were disconnected; 0(0%) deferred; 0(0%) incompletes.

3 Phase Meters: Credit and Collection issued orders to Disconnect Reconnect crew to perform truck roll out disconnect/reconnect for a total of 0 customers; 0(0%) were disconnected; 0(0%) deferred; 0(0%) incompletes.

FY 2020 (June 01- June 30, 2020)

	Scheduled	Disc	Deferred	Complete Vs. Scheduled	Incomplete Disconnections	Disc Vs. Scheduled	Deferred Vs. Scheduled	Incomplete Vs. Scheduled
Jun-20	----	----	----	----	----	----	----	----
May-20	----	----	----	----	----	----	----	----
2nd	3,351	1,746	1,583	3,329 99%	22	52%	47%	1%
1st	1,969	1,358	582	1,940 99%	29	69%	30%	1%
TOTAL:	5,320	3,104	2,165	5,269 99%	51	58%	41%	1%

FY 2019 (October 01, 2018 – September 30, 2019)

QTR	Scheduled	Disc	Deferred	Complete Vs. Scheduled	Incomplete Disconnections	Disc Vs. Scheduled	Deferred Vs. Scheduled	Incomplete Vs. Scheduled
4th	3,456	2,400	1,038	3,438 99%	18	69%	30%	1%
3rd	2,160	1,487	626	2,113 98%	44	69%	29%	2%
2nd	2,869	2,089	711	2,800 98%	69	73%	25%	2%
1st	8,855	2,720	6,013	8,733 99%	122	31%	68%	1%
TOTAL:	17,340	8,696	8,388	17,084 99%	253	50%	48%	2%

This concludes the Summary Report for the Customer Service Division for the month of June 2020.

Respectfully submitted,
Marissa Fernandez
Marissa Fernandez, Admin. Officer

Reviewed / Approved by:
Richard J. Bersamin, ACSM

Run Date: 7/7/2020 - Tues
Run Time: 12:01:24AM

Guam Power Authority
Delinquent Active Accounts Summary Report
As of - 07/07/2020

Report ID: DELRATIO

Rate Classification	Total Cust	Del Cust	Del 28-45	Del 46-60	Del 61-90	Over-90	Current Balance	28-45 Days	46-60 Days	61-90 Days	>90 Days	Total Arrears	Total D
Residential(ERES-R)	42,543	4,754	4,589	2,166	773	1,212	6,151,397.54	1,015,224.48	438,478.65	173,552.11	275,589.34	1,902,844.58	8,054,242
		11.17%	10.79%	5.09%	1.82%	2.85%							
Small Gen Non Demand(EGEN-G)	4,187	402	355	208	104	167	876,806.69	107,027.55	56,505.93	34,674.56	64,419.25	262,627.29	1,139,433
		9.60%	8.48%	4.97%	2.48%	3.99%							
Small Gen Demand(EGEND-J)	933	70	67	29	16	21	2,245,094.86	216,216.58	77,453.49	67,787.18	75,099.60	436,556.85	2,681,651
		7.50%	7.18%	3.11%	1.71%	2.25%							
Large General(ELPS-P)	120	17	17	8	1	2	4,580,941.46	651,787.69	314,962.69	23,964.04	25,581.28	1,016,295.70	5,597,237
		14.17%	14.17%	6.67%	0.83%	1.67%							
Private Streetlight(EPOL-H)	513	34	29	17	12	13	19,960.37	1,351.52	573.99	391.05	5,280.80	7,597.36	27,557
		6.63%	5.65%	3.31%	2.34%	2.53%							
Sub-Total (Private)	**48,296**	**5,277**	**5,057**	**2,428**	**906**	**1,415**	**13,874,200.92**	**1,991,607.82**	**887,974.75**	**300,368.94**	**445,970.27**	**3,625,921.78**	**17,500,122**
		10.93%	**10.47%**	**5.03%**	**1.88%**	**2.93%**							
Small Gov Non Demand(ESGS-S)	659	219	217	103	37	12	456,076.37	102,094.48	60,819.16	33,085.01	7,306.40	203,305.05	659,381
		33.23%	32.93%	15.63%	5.61%	1.82%							
Small Gov Demand(ESGSD-K)	359	133	133	115	72	4	3,139,158.96	544,245.36	478,898.02	366,091.02	22,120.03	1,411,354.43	4,550,513
		37.05%	37.05%	32.03%	20.06%	1.11%							
Large Government(ELGS-L)	44	26	26	24	17	0	2,432,220.96	481,552.00	477,491.78	419,944.92	0.00	1,378,988.70	3,811,209
		59.09%	59.09%	54.55%	38.64%	0.00%							
Gov Streetlight(ESTL-F)	619	455	455	150	4	15	947,924.07	385,460.43	129,333.03	176.16	35,875.16	550,844.78	1,498,768
		74%	73.51%	24.23%	0.65%	2.42%							
Sub-Total (Government)	**1,681**	**833**	**831**	**392**	**130**	**31**	**6,975,380.36**	**1,513,352.27**	**1,146,541.99**	**819,297.11**	**65,301.59**	**3,544,492.96**	**10,519,873**
		49.55%	**49.43%**	**23.32%**	**7.73%**	**1.84%**							
GRAND TOTAL	**49,977**	**6,110**	**5,888**	**2,820**	**1,036**	**1,446**	**20,849,581.28**	**3,504,960.09**	**2,034,516.74**	**1,119,666.05**	**511,271.86**	**7,170,414.74**	**28,019,996**
		12.23%	**11.78%**	**5.64%**	**2.07%**	**2.89%**							

Guam Power Authority

Customer Service Division

Employee Month-To-Date (MTD) Consolidated Report

June 2020

Date: 07/02/2020

Compiled by: RitaTC

Reviewed by: __EDMendiola_

Reason(s) for visit	Transaction type	Fadian	% MTD	Hagatna	% MTD	Tumon	% MTD	TOTAL
New Install - Permanent (NI1)	Application	21	1.4%	0	0.0%	3	0.2%	24
New Install - Temporary (NI2)	Application	8	0.5%	0	0.0%	0	0.0%	8
New Install - Street Light (NI3)	Application	1	0.1%	1	0.1%	0	0.0%	2
Reconnection - Install Meter (NI4)	Application	1	0.1%	3	0.2%	5	0.4%	9
Reconnection - Turn on Meter (NI5)	Application	21	1.4%	17	1.2%	100	8.0%	138
Name Change (NC1)	Application	198	13.0%	121	8.5%	168	13.5%	487
Name Change - Street Light (NC2)	Application	1	0.1%	1	0.1%	1	0.1%	3
Termination - Regular (TE1)	Termination	73	4.8%	71	5.0%	140	11.3%	284
Termination - Name Change (TE2)	Termination	1	0.1%	0	0.0%	5	0.4%	6
Termination - Non Payment (TE3)	Termination	0	0.0%	0	0.0%	0	0.0%	0
Termination - Typhoon (TE4)	Termination	0	0.0%	0	0.0%	0	0.0%	0
Termination - Removal (TE5)	Termination	0	0.0%	0	0.0%	1	0.1%	1
Termination - Streert (TE6)	Termination	0	0.0%	0	0.0%	0	0.0%	0
Work Clearance - Emergency (WCE)	Other	2	0.1%	1	0.1%	1	0.1%	4
Work Clearance - Underground (UG)	Other	14	0.9%	0	0.0%	1	0.1%	15
Work Clearance - Overhead (OH)	Other	6	0.4%	0	0.0%	4	0.3%	10
Meter Investigation (INV)	Other	0	0.0%	0	0.0%	0	0.0%	0
Meter Change Out / Calibration (MC1)	Other	1	0.1%	0	0.0%	0	0.0%	1
Meter Upgrade /Downgrade (MC3)	Other	0	0.0%	0	0.0%	1	0.1%	1
Misc Public Service (MPS)	Other	13	0.9%	4	0.3%	3	0.2%	20
Refund (RFD)	Other	4	0.3%	1	0.1%	5	0.4%	10
Relocation of Meter (RM1)	Other	13	0.9%	0	0.0%	3	0.2%	16
Street Light Repair (ST1)	Other	0	0.0%	1	0.1%	0	0.0%	1
Update Special Charge (USC)	Other	0	0.0%	23	1.6%	3	0.2%	26
Inspection Report (IR)	Other	9	0.6%	5	0.3%	5	0.4%	19
Copy of Bill (COB)	Other	260	17.1%	178	12.5%	160	12.9%	598
Bill Inquiry (BILL INQ)	Other	159	10.4%	107	7.5%	137	11.0%	403
Bill Adjustment (BILL ADJ)	Other	0	0.0%	3	0.2%	1	0.1%	4
Address Change (ADDR CHG)	Other	13	0.9%	40	2.8%	27	2.2%	80
Deferred Payment Agreement (DPA)	Other	7	0.5%	0	0.0%	2	0.2%	9
Prepaid	Other	18	1.2%	14	1.0%	17	1.4%	49
Rebate	Other	387	25.4%	233	16.3%	156	12.6%	776
ACH/EFT	Other	0	0.0%	0	0.0%	0	0.0%	0
No Answer	Other	8	0.5%	27	1.9%	14	1.1%	49
Inquiry Type Other	Other	213	14.0%	224	15.7%	143	11.5%	580
Inquiry (INQ)	Active Delinquent	9	0.6%	156	10.9%	14	1.1%	179
Payment in Full (PYMT)	Active Delinquent	0	0.0%	84	5.9%	29	2.3%	113
Do Not Disconnect (DND)	Active Delinquent	0	0.0%	0	0.0%	0	0.0%	0
Extension Pay Plan (EXT)	Active Delinquent	63	4.1%	98	6.9%	89	7.2%	250
Reconnect (REC)	Active Delinquent	0	0.0%	2	0.1%	0	0.0%	2
Inquiry (INQ)	Inactive	0	0.0%	13	0.9%	5	0.4%	18
Payment in Full (PYMT)	Inactive	0	0.0%	1	0.1%	0	0.0%	1
Transfer Balance (TRF BAL)	Inactive	0	0.0%	0	0.0%	0	0.0%	0
Total transactions by location		1,524		1,429		1,243		
Grand total for all locations								4,196

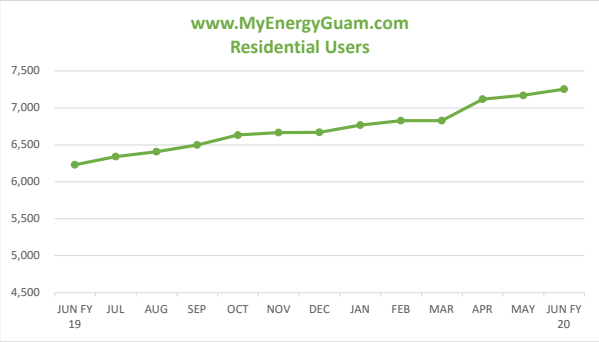
Duration of wait time for "Visit (V)" type customer contact	Fadian	%	Hagatna	%	Tumon	%
Less than 10 minutes	1,652	67%	923	88%	1,507	89%
10-15 minutes	294	12%	74	7%	91	5%
16-30 minutes	497	20%	38	4%	63	4%
More than 30 minutes	20	1%	17	2%	24	1%
Total "Visit (V)" customers contacts	**2,463**		**1,052**		**1,685**	

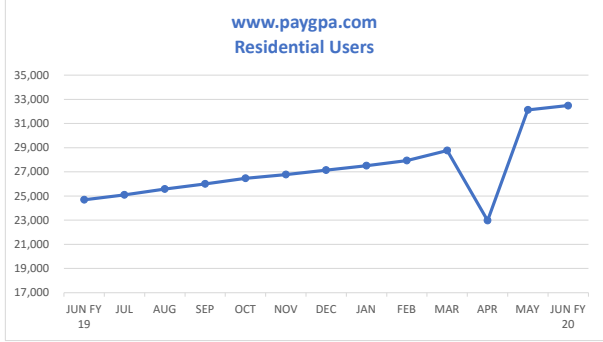
Guam Power Authority

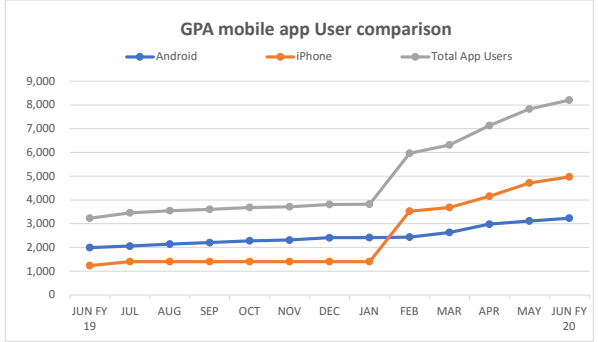
Customer Service Division

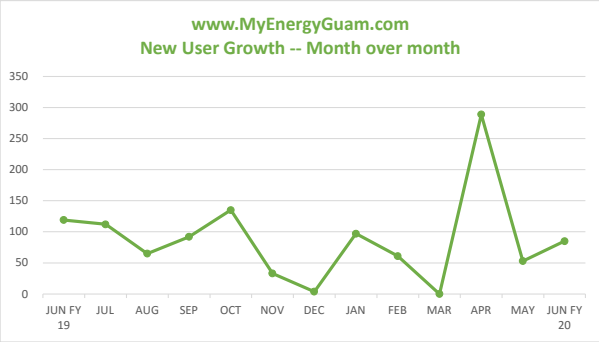
Online resources usage and growth - Residential Users

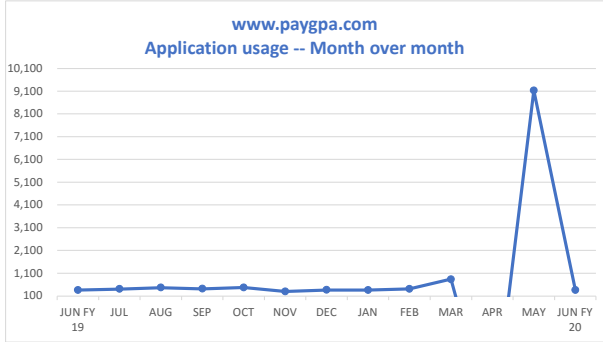
as of June 30, 2020









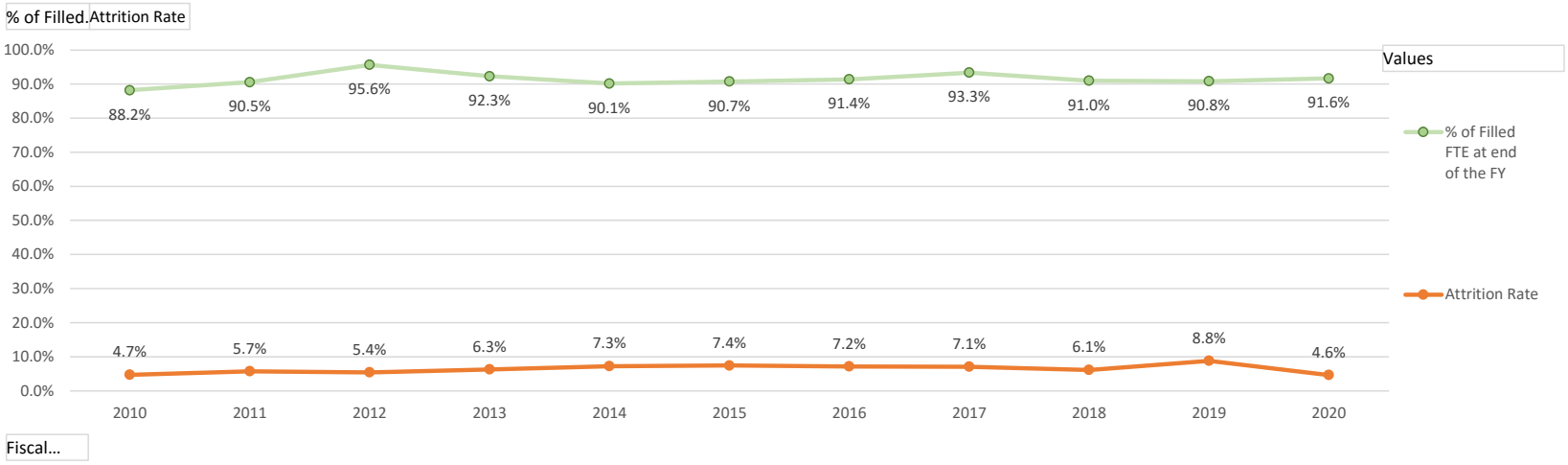


Guam Power Authority

Human Resources Division

FY 2020 Recruitment Analysis

as of June 30, 2020



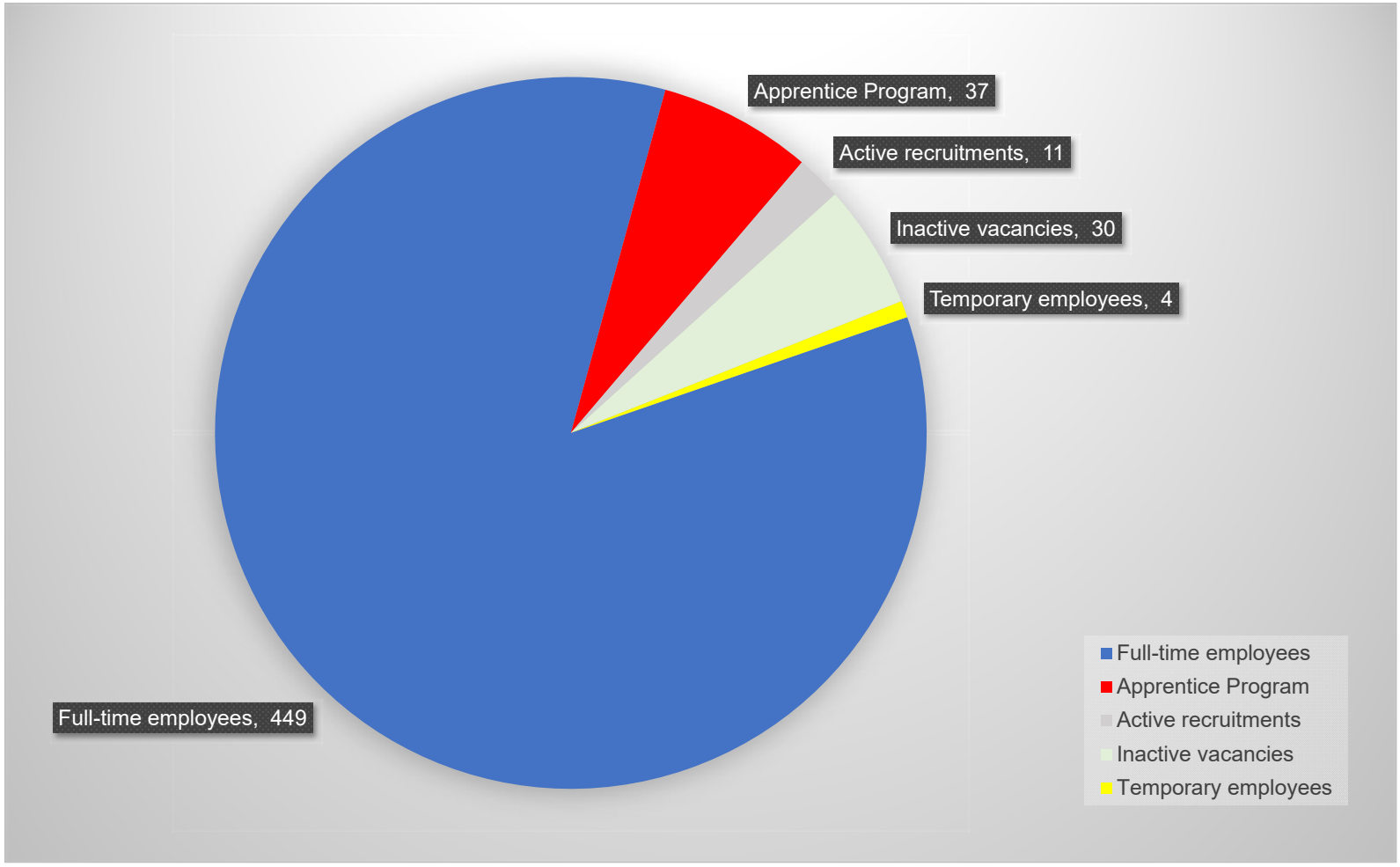
Fiscal Year	New Hire	Promotion	Reclass -ification	Termination	Death	Resignation	Retirement	Attrition Rate	Total Authorized FTE	Total Filled FTE at end of the FY	% of Filled FTE at end of the FY
2010	13	20	10	0	1	12	12	4.7%	592	522	88.2%
2011	44	23	6	4	0	14	12	5.7%	592	536	90.5%
2012	36	24	6	1	2	19	7	5.4%	568	543	95.6%
2013	15	26	9	1	3	14	16	6.3%	568	524	92.3%
2014	26	27	8	1	0	13	24	7.3%	568	512	90.1%
2015	15	25	12	2	1	19	16	7.4%	539	489	90.7%
2016	12	20	17	3	1	15	16	7.2%	510	466	91.4%
2017	42	15	21	0	1	13	19	7.1%	510	476	93.3%
2018	17	16	13	0	3	15	11	6.1%	510	464	91.0%
2019	31	20	3	3	3	18	17	8.8%	500	454	90.8%
2020	15	10	6	1	1	8	11	4.6%	490	449	91.6%

Guam Power Authority

Human Resources Division

FY 2020 Staffing Report

as of June 30, 2020



Guam Power Authority

Human Resources Division

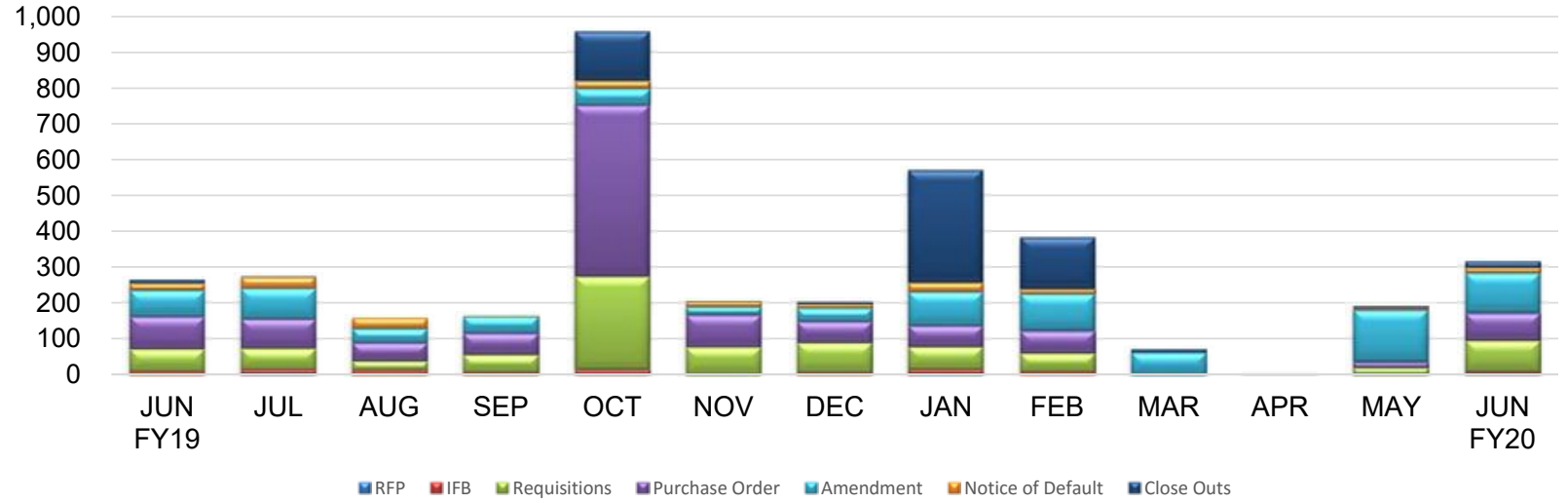
FY 2020 Staffing Report

as of June 30, 2020

Department / Division / Program	Prior Month Employee Count	Current Month Employee Count	No. of Vacancies Prior Month	No. of Vacancies Current Month	Total Staffing
Assistant GM - Administration	2	2	-	-	2
Assistant GM - Engineering & Technical Services	1	1	-	-	1
Assistant GM - Operations	2	2	-	-	2
Consolidated Commission on Utilities Board	2	2	-	-	2
Customer Service	31	31	3	3	34
Engineering	38	37	1	2	39
Facilities	8	8	1	1	9
Finance	41	41	3	3	44
General Manager (GM)	4	4	-	-	4
Generation	108	108	14	14	122
Human Resources	9	9	1	1	10
Information Technology	16	16	-	-	16
Internal Audit / Revenue Protection	3	3	-	-	3
Planning and Regulatory	8	8	-	-	8
Power System Control Center	27	27	3	3	30
Procurement	22	22	-	-	22
Public Information Office	2	2	-	-	2
Safety	7	7	-	-	7
Strategic Planning and Operations Research Division	10	10	1	1	11
Transmission and Distribution	98	98	13	13	111
Transportation	11	11	-	-	11
Total full-time permanent employees	**450**	**449**	**40**	**41**	**490**
Apprenticeship Program	37	37	-	-	37
JOBS Program / GETP / SCSEP*	-	-	-	-	-
Summer Engineering Internship Program	-	-	-	-	-
Temporary hires (Public Law 34-116)	3	3	-	-	3
Work Experience Program	1	1	-	-	1
Total contractual / temporary employees	**41**	**41**	**-**	**-**	**41**
Work Force Grand Total	**491**	**490**	**40**	**41**	**531**

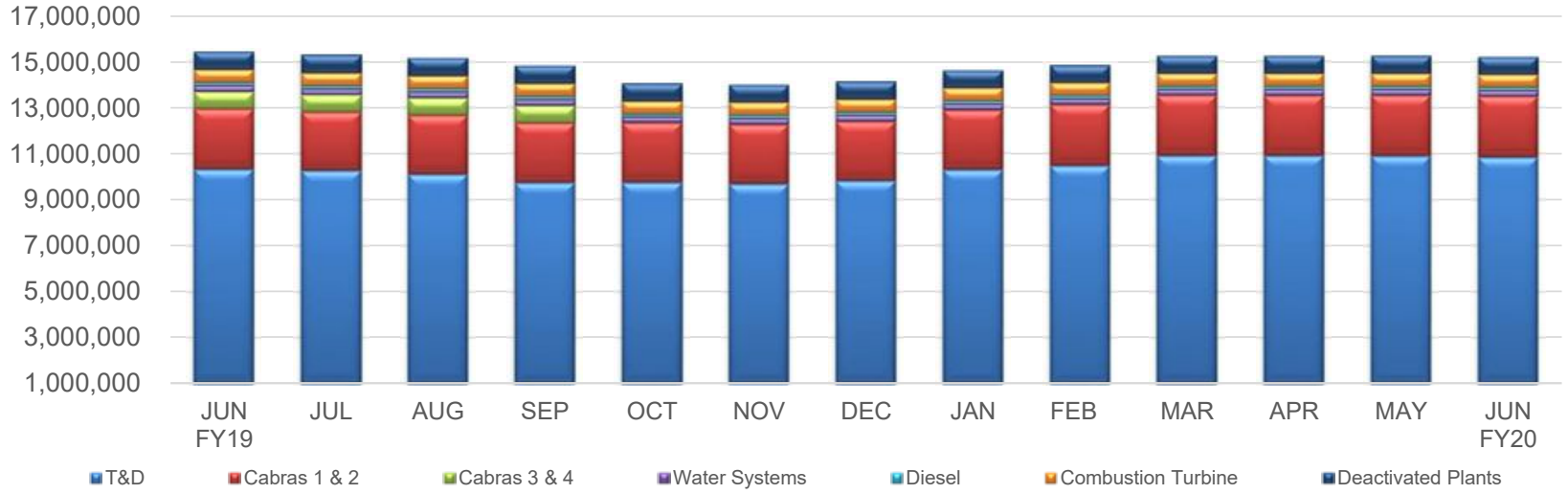
*Job Opportunities & Basic Skills (JOBS) Program, Guam Employment & Training Program (GETP), Senior Community Service Employment Program (SCSEP)

Guam Power Authority
Procurement Division
FY 2020 GPA Buyer's Monthly Report
as of June 30, 2020



Month	RFP	IFB	Requisitions	Purchase Order	Amendment	Notice of Default	Close Outs
JUN FY19	0	9	62	90	72	19	10
JUL	2	12	59	82	85	32	2
AUG	0	12	26	51	39	30	0
SEP	0	6	49	59	46	2	0
OCT	1	12	261	478	46	21	138
NOV	0	0	77	89	22	15	1
DEC	0	6	83	59	37	11	7
JAN	3	12	63	59	94	25	314
FEB	1	7	52	62	103	13	144
MAR	0	0	0	0	61	0	9
APR	0	0	0	0	0	0	0
MAY	0	0	19	16	143	6	5
JUN FY20	2	7	86	76	111	15	17

Guam Power Authority
Procurement Division
FY 2020 GPA Inventory Actuals
as of June 30, 2020

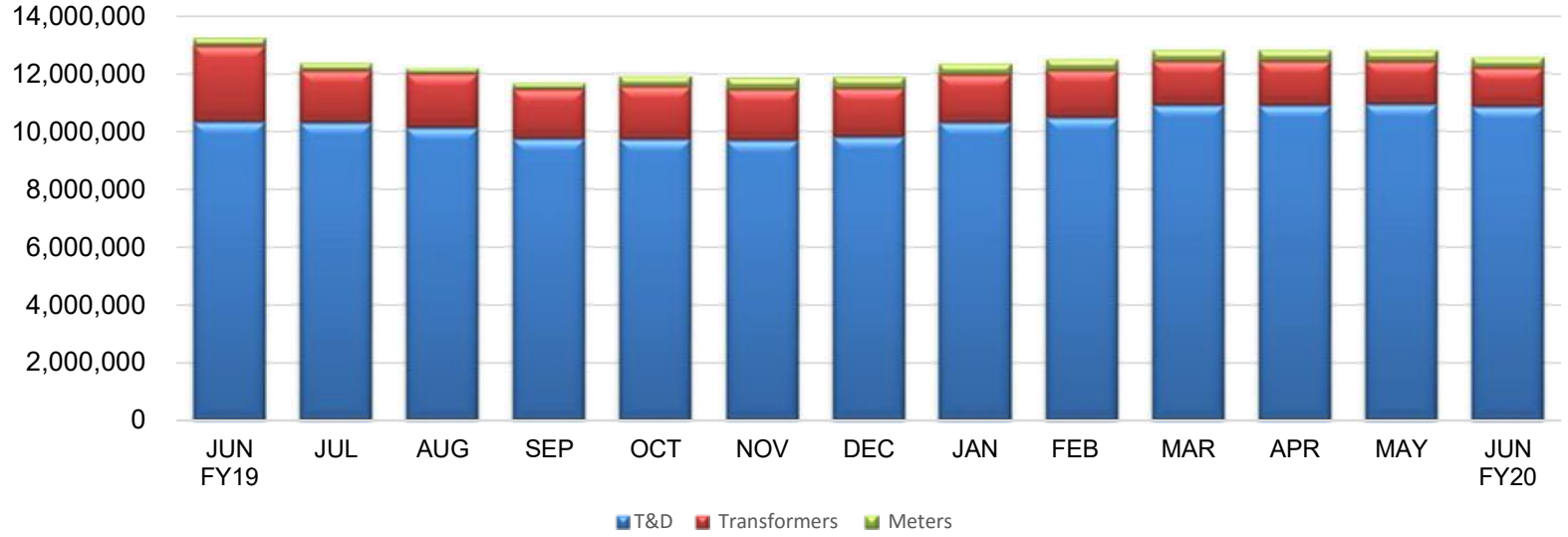


Month	T&D	Cabras 1 & 2	Cabras 3 & 4	Water Systems	Diesel	Combustion Turbine	Deactivated Plants
JUN FY19	10,331,617	2,637,035	747,587	240,915	144,680	573,375	788,101
JUL	10,272,739	2,547,074	747,587	240,126	144,680	573,330	788,101
AUG	10,110,637	2,574,558	747,587	239,171	144,680	573,330	788,101
SEP	9,726,986	2,599,288	757,587	240,153	144,680	573,330	788,096
OCT	9,725,666	2,600,172	0	241,993	131,155	573,454	768,924
NOV	9,676,653	2,583,555	0	241,595	144,680	573,454	768,924
DEC	9,816,091	2,589,773	0	239,124	144,680	573,454	768,924
JAN	10,287,509	2,590,587	0	239,324	144,680	573,454	768,924
FEB	10,474,802	2,648,042	0	234,786	144,680	571,918	767,388
MAR	10,901,323	2,630,656	0	234,869	144,680	571,918	767,388
APR	10,900,511	2,630,656	0	234,869	144,680	571,918	767,388
MAY	10,915,252	2,642,550	0	236,912	144,680	571,918	767,388
JUN FY20	10,842,710	2,653,604	0	231,635	144,680	571,918	767,388

Guam Power Authority

Procurement Division

FY 2020 T&D Inventory Actuals
as of June 30, 2020

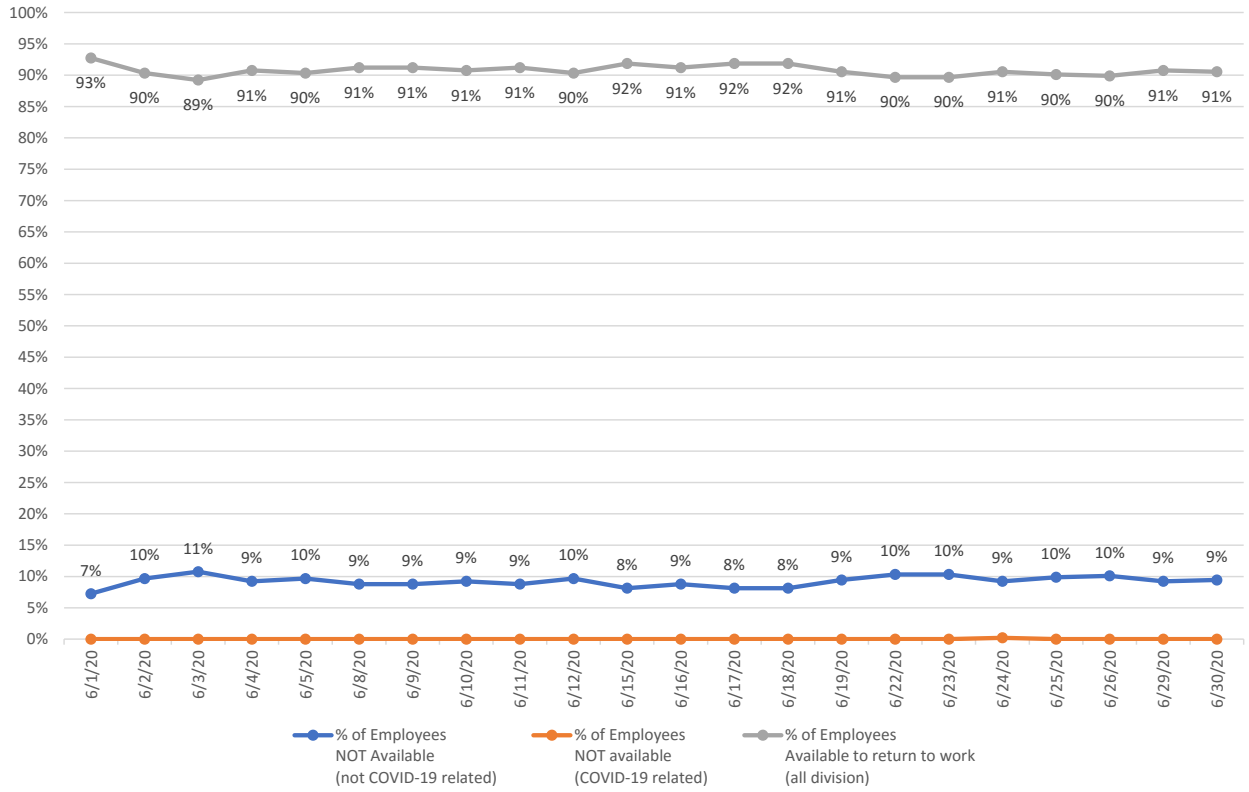


Month	T&D	Transformers	Meters
JUN FY19	10,331,617	2,637,035	277,964
JUL	10,272,739	1,802,361	268,948
AUG	10,110,637	1,881,402	190,612
SEP	9,726,986	1,715,305	214,728
OCT	9,725,666	1,835,760	358,344
NOV	9,673,653	1,773,932	409,344
DEC	9,816,091	1,687,896	401,032
JAN	10,287,509	1,661,509	384,712
FEB	10,474,802	1,638,253	384,712
MAR	10,901,323	1,536,917	384,712
APR	10,900,551	1,533,782	384,712
MAY	10,915,252	1,484,630	384,712
JUN FY20	10,842,710	1,344,312	366,216

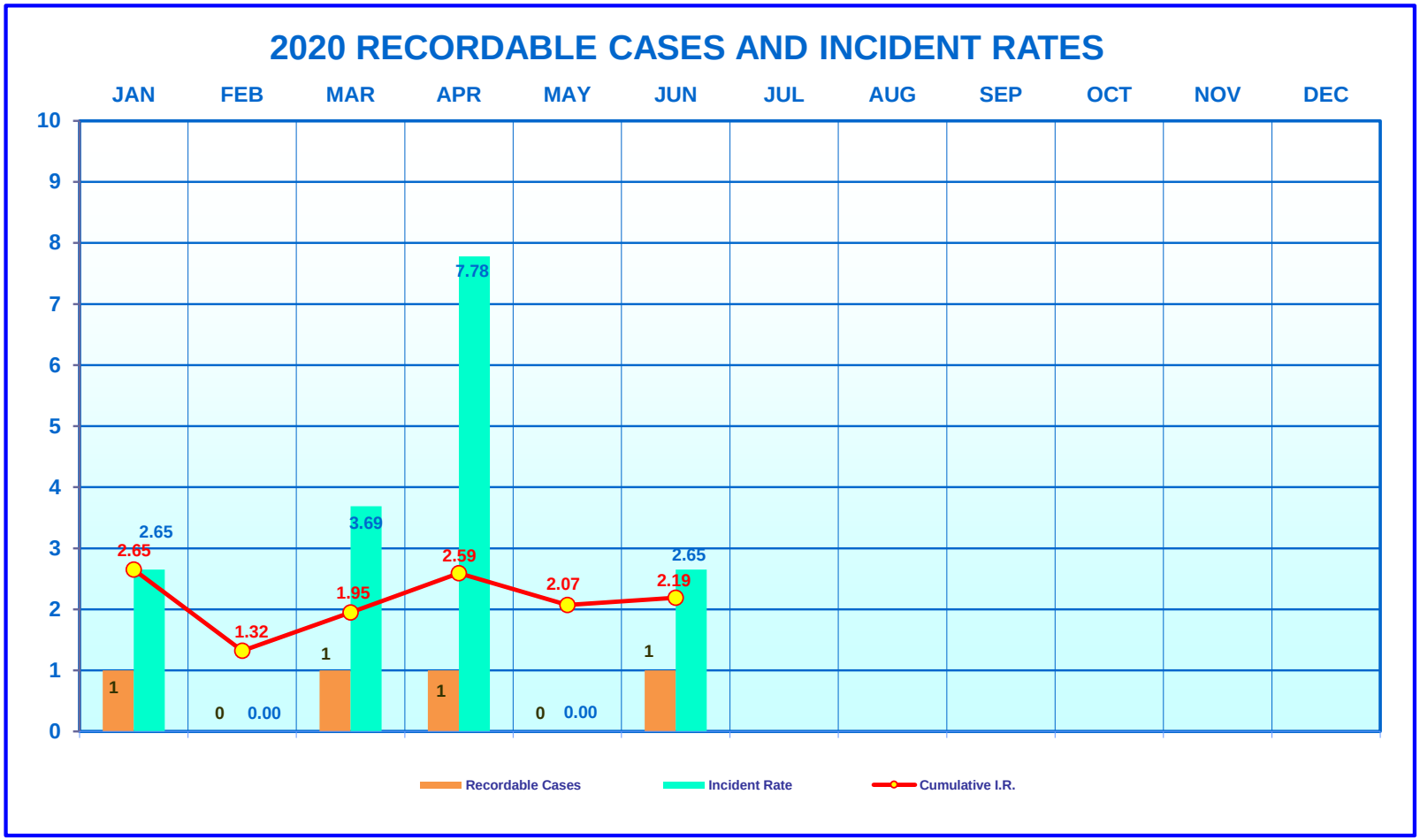
Daily Employee Availability Report

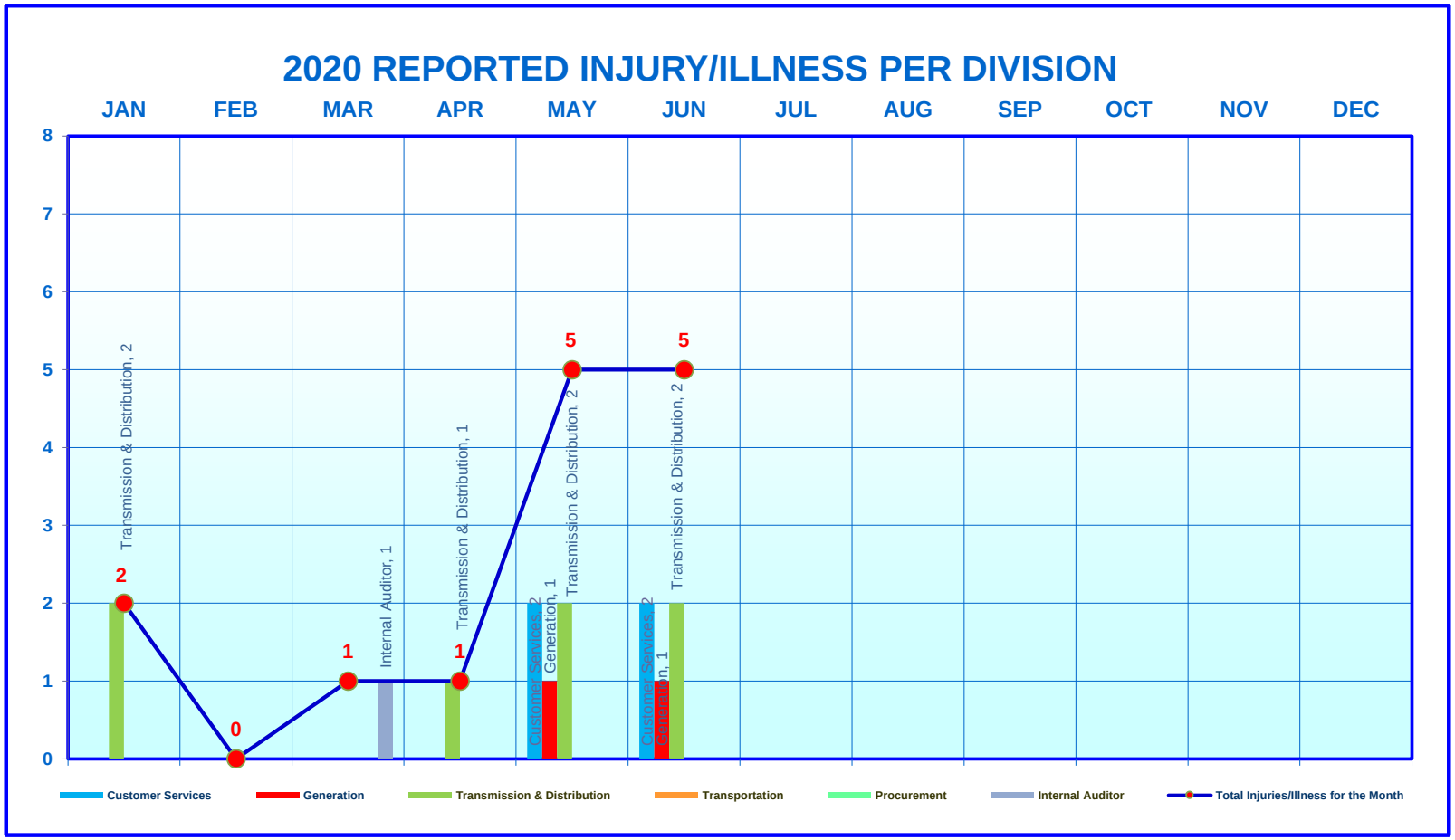
All Divisions

June 1 - June 30, 2020

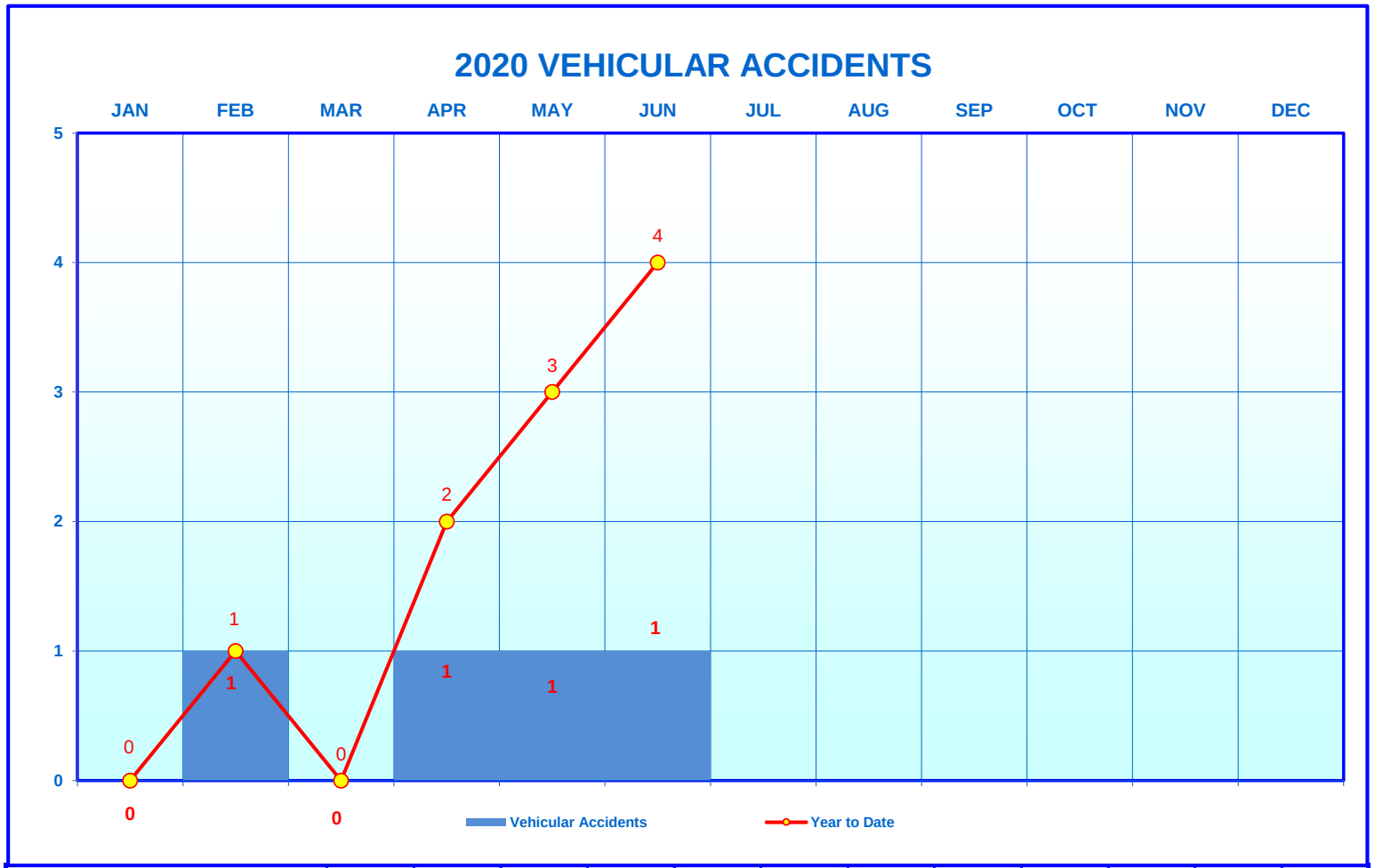


2020 Incident Rate




2020 REPORTED INJURY/ILLNESS PER DIVISION
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
8
7
6
5
4
3
2
1
0
Transmission & Distribution, 2
Internal Auditor, 1
Transmission & Distribution, 1
Customer Services, 2
Generation, 1
Transmission & Distribution, 2
Customer Services, 2
Generation, 1
Transmission & Distribution, 2
2
0
1
1
5
5
Customer Services
Generation
Transmission & Distribution
Transportation
Procurement
Internal Auditor
Total Injuries/Illness for the Month

SAFETY DIVISION MONTHLY REPORT



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Vehicular Accidents	0	1	0	1	1	1						
Year to Date	0	1	0	2	3	4						

Accidents attributed to Employee fault	0	1	0	1	0	1						

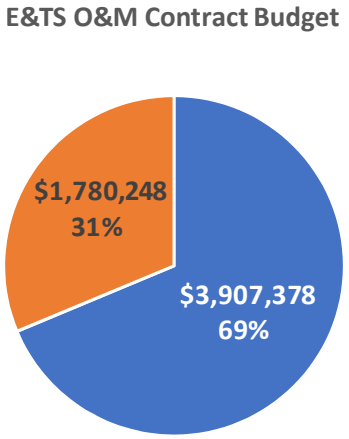
E&TS Divisional Report Summary

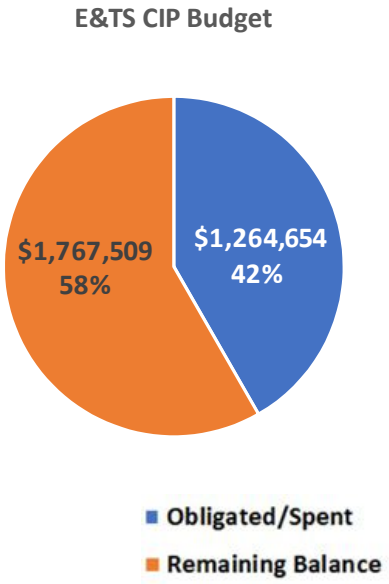
June 30, 2020

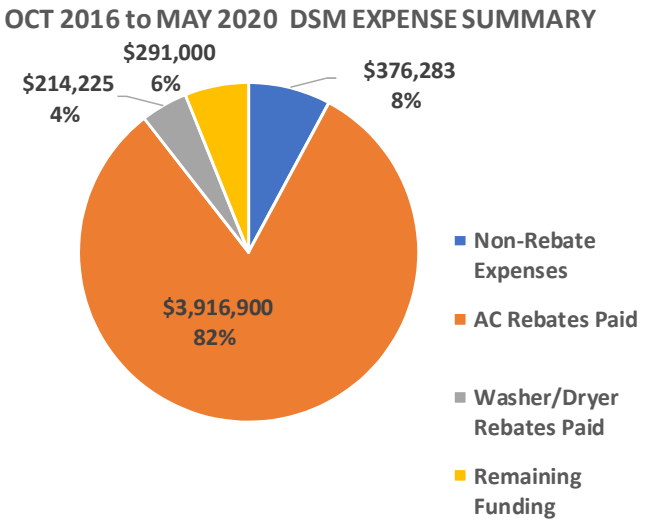
Contents

- E&TS Budget Execution Performance
  - O&M Contract Budget
  - CIP Budget
  - DSM Budget
- Environmental Compliance (SPCC and BMP Inspections)

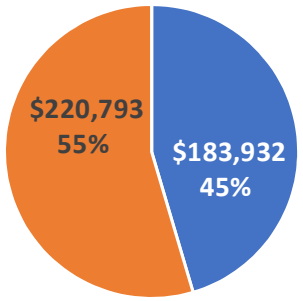
E&TS Budget Execution Performance



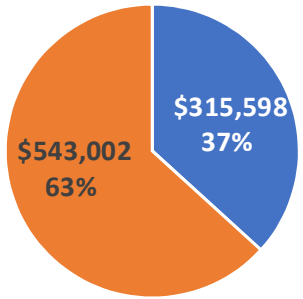




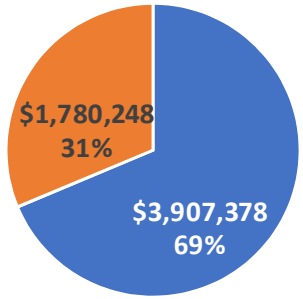
ENG O&M Contract Budget



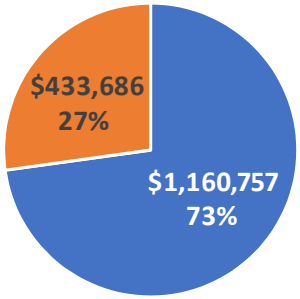
SPORD O&M Contract Budget



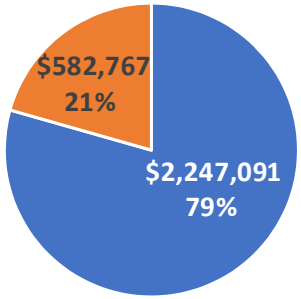
E&TS O&M Contract Budget

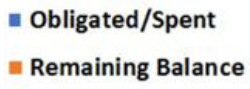


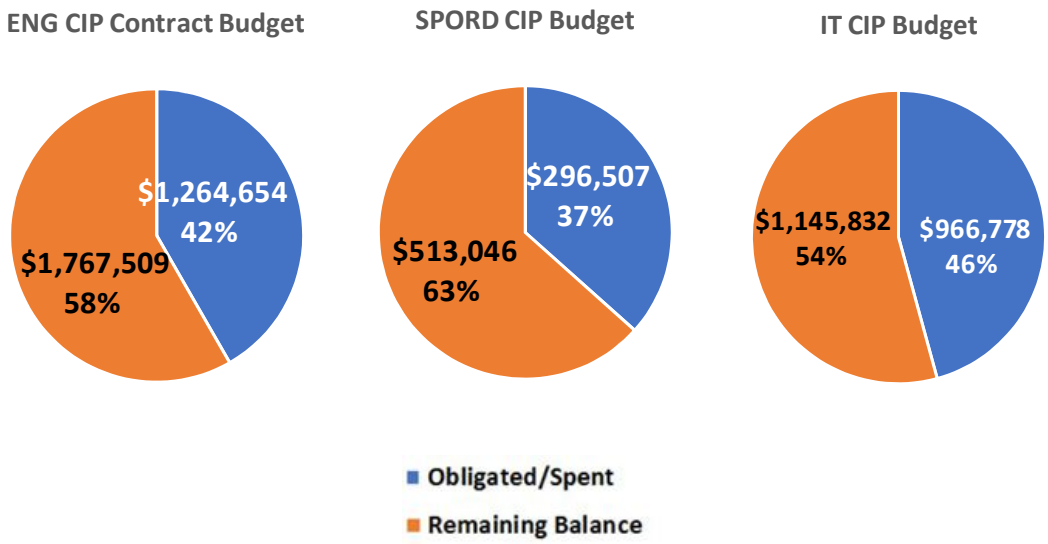
P&R O&M Contract Budget



IT O&M Contract Budget






ENG CIP Contract Budget
$1,264,654
42%
$1,767,509
58%
SPORD CIP Budget
$296,507
37%
$513,046
63%
IT CIP Budget
$1,145,832
54%
$966,778
46%
Obligated/Spent
Remaining Balance

FY 2020 Procurement Status

Business Unit	Current Type					Current Status			Planned			
	RFP	Bid	Multistep Bid	Total	Resolicited	QBL Established	Evaluation Completed	Award/NTP	RFP	Bid	Multistep Bid	Total
SPORD			1	1			6	2	2		6	8
Engineering	3	24		27			7	7	2	10		12
SPORD/Engineering				0			0					0
IT	3	2	1	6	1				3	2	1	6
P&R		2	3	5		2	2			2		2
Total	**6**	**28**	**5**	**39**	**1**	**2**	**15**	**9**	**7**	**14**	**7**	**28**

Environmental Compliance

P&R Inspections Status Ending June 30, 2020

Inspection Type	Organization Responsibility	Violations Not Remediated	Number
Spill Prevention, Control, and Countermeasure (SPCC)	Generation	New Violation Notifications Issued	1
		Remediations Past Due	17
		Remediations Not Past Due	0
	T&D	New Violation Notifications Issued	1
		Remediations Past Due	2
		Remediations Not Past Due	0
Best Management Practices (BMPs)	Generation	New Violation Notifications Issued	1
		Remediations Past Due	7
		Remediations Not Past Due	0

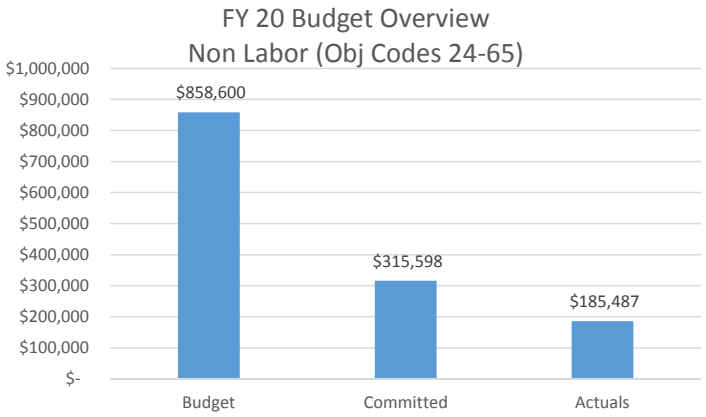
- SPCC rule purpose is to help facilities prevent oil discharges into navigable waters or adjoining shorelines
- BMP refers to a type of auxiliary pollution controls in the fields of industrial wastewater control and municipal sewage control, storm water management, and wetland management

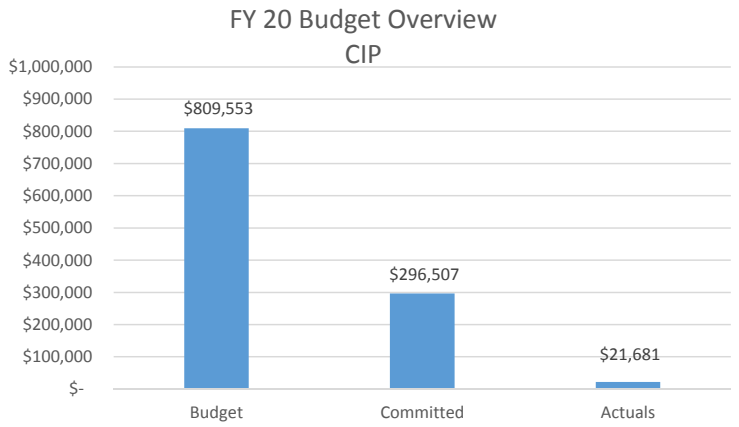
SPORD CCU Report

Update thru June 30, 2020

SPORD FY 2020 Budget Status

thru June 30, 2020





**Excludes DSM & Major Contracts (IPP, PPA, Fuel)*

SPORD FY 2020 Budget Status

- Major Contracts (Non-O&M) thru June 2020

Contract Description	Budgeted Amount	Committed Amount	Actuals	PO Balance
Aggreko Contract	$ 13,227,886	$ 13,227,886	$ 8,435,658	$ 4,792,228
Fuel Contracts	$ 270,418,228	$ 228,564,476	$ 118,929,434	$ 109,635,042
MEC IPP (Piti 8&9)	$ 18,446,737	$ 16,796,814	$ 11,093,549	$ 5,703,265
Glidepath Contract (Renewable)	$ 10,184,494	$ 10,184,494	$ 7,725,983	$ 2,458,511

SPORD FY 2020 Budget Status

Demand Side Management

Description	FY16	FY17	FY18	FY19	FY20 As of 6/30/20	Total to Date
Regular/OT Pay	$11,348.80	$22,256.00	$26,121.83	$50,715.19	$20,714.99	$131,156.81
Other Contractual	$28,278.50	$85,550.05	$116,977.50	$3,025.00	-	$233,831.05
Ads & Radio Announcements	-	-	-	$7,500.00	-	$7,500.00
Paid Rebates-Split AC	$154,700.00	$557,275.00	$1,349,825.00	$1,374,650.00	$457,450.00	$3,893,900.00
Paid Rebates-Central AC	$3,400.00	$8,200.00	$4,400.00	$6,500.00	$500.00	$23,000.00
Paid Rebates-Washer/Dryer	$2,800.00	$7,425.00	$57,200.00	$110,800.00	$36,000.00	$214,225.00
Total Expenses	**$200,527.30**	**$680,706.05**	**$1,554,524.33**	**$1,553,190.19**	**$514,664.99**	**$4,503,612.86**
Bank Interest (+)	$1,676.42	$1,722.74	$1,222.29	$730.05	$353.44	$5,704.94
Bank Fees	$155.00	$1,032.06	$1,085.08	$1,247.54	$275.00	$3,794.68

Expenses for June 20 are preliminary and may be subject to adjustment during reconciliation process.

Budget Balance*: $ 441,166.16

**Balance refer to O&M funds. Recent PUC Orders (Docket 20-05 & Docket 20-12) approved in May 2020 authorizes additional funding for DSM through LEAC beginning June 2020.*

Ongoing Activities

- Contract Performance Management (IPP, Aggreko)
- Generation Fuel Supply & Fuel Farm Management
- DSM Rebate Processing & UESC Program
- Renewables (Wind Turbine Maint & DOAg MOA, GPS Invoicing, Phase I, II & III Projects)
- Energy Storage System
- New Power Plant Procurement
- Smart Grid/Network Support
- Project Management
  - Procurement
  - *June Project Activities*

PROCUREMENT ACTIVITIES

PENDING AWARD / NTP

Responsible	PROJECT	Description	CCU Date Approved (Resolution No.)	PUC Date Approved (Docket No.)	Projected Start*	Projected Completion	Status
SPORD (RAC)	PLANNING	MV90 Integration Services		*not required*	TBD	TBD	Contract Negotiations - Pending GPA Legal contract response
SPORD (FJI)	NEW POWER PLANT	Build, Operate & Transfer Contract for 120-180MW of New Generation Capacity.	09/03/19 (2019-13)	10/31/19 (2019-13)	11/1/2019	10/31/2022	Permitting and EIA work is ongoing.

PROCUREMENT ACTIVITIES

ONGOING PROCUREMENT

Responsible	PROJECT	Description	Bid or RFP	Bid/RFP No	Announced	Bid Opening / Due	Notes
SPORD (RAC)	SCADA	DNP3 SA training			TBD	TBD	Vendor decline to povide price proposal - Re-Bid Plan
SPORD (MAT)	RENEWABLES	Renewable Energy Resource Phase III	MS Bid	GPA-007-18	11/16/2017	9/12/2019 (Price)	Currently under Protest. Hearings scheduled to start July 2020.
SPORD (RAC)	STUDIES	Consulting Services for Distribution Study using Smart Grid Analytics	RFP	RE-SOLICITATION RFP-19-002	Feb-19	3/28/2019	Price Negotiations - Pending L+G updated new price proposal
SPORD (RAC)	Tier 2 Network	ABB TropOs Network Services	RFP	GPA-RFP-19-010	Jul-19	Sep-19	PO Generated
SPORD (MAT)	SPORD Software	Utility Resource Planning Software	RFP	GPA-RFP-25-003	Jan-20	Jun-20	Evaluation of proposals completed. Price Proposal requested by 7/14/2020.
SPORD (MAT)	Cabras PMC	PMC for Cabras #1 and #2 Steam Power Plant	IFB	MS-GPA-035-20	Feb-20	May-20	CCU approval received, PUC approval pending. After PUC approval is received, will proceed to Contract Finalization.

DEVELOPING PROCUREMENT

Responsible	PROJECT	Description	Bid or RFP	Projected Start	Projected Completion	Status
SPORD (RAC)	ELECTRIC VEHICLE	Electric Vehicle Infrastructure	RFP	Oct-19	Jun-20	Developing Requirements (hold)
SPORD (ANF/MAT)	FUEL	GPA Bulk Fuel Storage Facility PMC	Bid	FY2020	Sep-20	Developing Specifications to convert to PMC
SPORD (ANF)	FUEL	Bulk ULSD Supply	MS Bid	Feb-20	Sep-20	Bid Package Prepared. Pending upper management advise on issuance date for the solicitation.
SPORD (MAT)	RENEWABLES	Phase IV Renewable Resource Acquisition	(TBD)	Jan-20	Dec-20	Developing Scope of Work & Bid Documents. For CCU approval July - August 2020.
SPORD (RAC)	SCADA	Replicated Database	RFP	May-20	Dec-20	Developing Scope of Work & RFP Documents
SPORD (MAT)	PMC	PMC for Yigo Diesel Generators (currently Aggreko Diesel Units)	IFB	Jul-20	Nov-20	CCU and PUC approval received; announcement scheduled for mid July.

PROJECT ACTIVITIES – June 2020

No.	Project Description	June 2020 Activities	Status / Est. Completion	RFP/Bid No
1	Energy Storage System (Phase I)	Final design completed. Clearing and grading permit work commenced in November 2017. Foundation permit work commenced in January 2018. Construction is 99% completed. Interconnection commissioning is pending remobilization after COVID-19 shutdown.	Oct-20	MS Bid GPA-082-15
2	Renewable Energy Resource Phase II	KEPCO submitted design drawings for permitting for review and approval. KEPCO has started construction - site clearing. Hanwha's design is ongoing.	KEPCO PV plant COD is extended to January 21, 2022. Hanwha's COD is also extended to Aug 22, 2022.	MS Bid GPA-070-16
3	New Power Plant Bid (EPCM)	Permitting and EIA work is ongoing. KEPCO will be pursuing Major Source Permitting. KEPCO has completed biological study and will be assessing wetlands. Area of Potential Effect documents were submitted to Navy in May and SHPO in June for cultural study scope. Requirements for air permitting are still being assessed. **Commissioning schedule will be updated once these requirements are firmed up.**	Project COD - Oct. 31, 2022	MS GPA-034-18
4	DSM Marketing	No additional activities funded for remaining of the year.	Continuous	
5	DSM Rebate Program	Processed 490 applications for rebates totaling $152k	Continuous	
6	Wireless Network Expansion	Commenced Southern Expansion in collaboration with GWA: 30% Dandan Substation Installation Apra Heights Installation	Feb-21 April 2021	GPA-RFP-19-010
7	Smartworks MDM and Eportal	Training being scheduled	Sep-20	GPA-RFP-19-007
8	GDOE BEST Schools	**FY 20 DOI Award Projects:** **1. Agueda Johnston Middle School LED Lighting Retrofit ($586,771)** **2. Maria Ulloa Elementary School LED Lighting Retrofit ($522,616)** These projects are pending review of environmental documents for issuance NTP notice which will allow purchasing of lighting. Currently evaluating scheduling of projects due to COVID impact on school operations for next fiscal year.	Ongoing	GPA-RFP-16-013

No.	Project Description	June 2020 Activities	Status / Est. Completion	RFP/Bid No
9	Supervisory Control and Data Acquisition (SCADA) System	Project Substantially completed Pending Punch-list item OMS to SCADA integration	Feb 2019 (Punchlist items by Sept 2020 due to COVID)	GPA-066-16
10	Mobile Workforce Management System	User Acceptance Test Dry Run completed Feb 2020. CIS to MWMS integration completed	Aug'20 (due to COVID delay)	GPA-RFP-18-013
11	Consulting Services for Smart Grid Analytics Enabled Distribution System Planning, Technical, and Economic Feasibility Studies	Price Negotiations - Pending L+G updated new price proposal	(contract negotaition completion) 7/2020	RE-SOLICITATION GPA-RFP-19-002
12	MEC Piti &8 and #9 - ECA Extension	Contract Extension commenced 12:00 Noon January 29, 2019. (No issues) Review and adjustment of Recapitalization Projects in-progress. (No issues) MEC provided BWSC Proposal for ULSD May/June 2020, currently under GPA review.	IN PROGRESS	(N/A)
13	Cabars 1&2 PMC Solicitation	CCU approval received, PUC approval pending. After PUC approval is received, will proceed to Contract Finalization.	Est. Contract Commencement 10/1/2020.	GPA-035-20
14	EV Infrastructure	Fast charge station scope for Mangilao offices. Developing fast charge station scope for Mangilao offices.	8/1/2020	
15	Renewable Energy Resource Phase III	Under Protest Period, currently filed with the OPA. Hearings have been rescheduled due to COVID pandemic. Trial hearing set to begin July 6, 2020.	TBD	GPA-007-18
16	Utility Energy Services Contract (UESC)	Continued work with GDOE on Best Schools Program (Grant & Pilot) Continued discussions with Navy on prelimary assessment and grant opportunities. Currently reviewing Basic Ordering Agreement with Navy for extension of UESC service.	Ongoing	
17	GPA Fuel Farm RFO Pipeline Repair & Upgrade	c/o Engineering Project Mgt. Repairs completed.	Substantially completed. Awaiting Contractor warranty bond for 1 year	IFB GPA-047-18
18	GPA Fuel Farm ULSD Pipeline Upgrade	c/o Engineering Project Mgt. Design in progress. Delays due to COVID will move project completion into Summer 2020.	Project Timeline: Estimated Start: Jan 2020 Est. Completion: Summer 2020	IFB GPA-027-19

No.	Project Description	June 2020 Activities	Status / Est. Completion	RFP/Bid No
19	Tk 1934 & Tk1935 API 653 Internal Inspection	c/o Engineering Project Mgt. Implementation in progress. Delays were experienced for Tank 1935 due to COVID however the total project schedule may still be within the projection completion date.	Project Timeline: Estimated Start: Feb 2020 Est. Completion: Dec 2022	IFB GPA-028-19
20	Milsoft Systems Software Services	Engineering Analysis Training -January 2020 Completed	Continuous	GPA-RFP-18-003
21	MV90 Integration Services	Contract Negotiations - Pending GPA Legal contract response		GPA-RFP-18-001
22	Grant Support	Continued grant development and execution. 1. Guam Energy Office EnergySmart School Grant - GPA working with Siemens to schedule audit of 4 schools under this grant. Schedule to be updated due to COVID delays and restrictions.	GEO MOA Finalize: Sept '19 Grant Scope Completion: Dec. '20	
23	Redesignation of Cabras-Piti / Guam	Re-designation received 12/2018. SIP Draft sent to Guam EPA week of 10/21/2019. Final clarifications and changes mde to Control Strategy and SIP Modeling Protocol and submitted by GPA Guam EPA via email and hand delivery of printed copy, week of February 10, 2020. Awaiting final decision on AAQM.	Start: October 2011 Est. Completion: April 2020 *Submitted to EPA week of Oct. 21, 2019. Final response from US EPA RIX on was expected by before April 20, 2020 but delayed due to COVID 19 Pandemic.	RFP-11-001
24	GPA Fuel Farm- OWS Upgrading	c/o Engineering Project Mgt. Scope included in Tk 1934 & Tk1935 API 653 Internal Inspection and repair. Implementation in progress	Project Timeline: Estimated Start: Feb 2020 Est. Completion: Dec 2020	IFB GPA-028-19
25	GPA Fuel Farm- LD System Upgrading	c/o Engineering Project Mgt. Scope included in Tk 1934 & Tk1935 API 653 Internal Inspection and repair. Implementation in progress	Project Timeline: Estimated Start: Feb 2020 Est. Completion: Dec 2022	IFB GPA-028-19
27	Integrated Resource Plan	Information continues to be obtained to support report development.	TBD	GPA-RFP-17-002 / UFS / S&P
28	Energy Storage Development Support	Consultant preparing proposal for third-party commissioning services	Sept/Oct 2020	GPA-RFP-13-007
29	Utility Resource Planning Software RFP.	Evaluation of proposals completed. Price Proposal requested by 7/14/2020.	Planned Completion: 9/30/2021	RFP-20-003

No.	Project Description	June 2020 Activities	Status / Est. Completion	RFP/Bid No
30	Power System Analyses and Studies	Signed contract and PO Acknowledgement received from S&C. System impact studies for Phase III are on hold Phase III Protest.	Estimated Start: Nov 2019 Est. Completion: TBD	
31	CT PMC Negotiations	Contract expires February 28, 2021. On-going discussions with TEMES, Guam Inc.	Estimated Start: Mar 2020 Est. Completion: Dec 2020	TBD
35	Diesel Supply to Tenjo Vista	Bid Package prepared. Approved by CCU (Resolution 2020-02) and PUC (Docket 20-07). For solicitation	Project Timeline: Estimated Start: May 2020 Est. Completion: Dec 2020	TBD
36	GPA Fuel Farm Mgt Contract	2nd & 3rd Year Contract Extension (10/01/20-09/30/22) approved by CCU (Resolution 2020-03) and PUC (Docket 20-08).	2-year base period: Completed 09/30/19 1st Year Extn: 10/01/19 to 09/30/20 2nd & 3rd Yr Extn: 10/01/20 to 09/30/22	MS IFB GPA-014-17
37	RFO Supply to Baseload Plants	Solicitation in progress . ContractTerm: 3-year base period: 09/01/20 to 08/31/23 w/ 2 Year Extn Option	Solicitation Timeline: Estimated Start: Apr 2020 Est. Completion: Aug 2020 (Solicitation)	MS IFB GPA-050-20
38	Reliability Studies	Completed evaluation and set-up of initial scenarios to determine options for maintaining reliability standard, after new power plant commences operation. Initial analysis focused on determining if Piti 8&9 can be retired.	Est. Completion: 10/31/2020 (same as IRP)	(No consultant)
39	RFO Testing Services Contract	Solicitation in progress	Estimated Start: Dec 2019 Est. Completion: Aug 2020	MS IFB GPA-013-20
40	PMC for Yigo Diesel Units (currently Aggreko Diesel Units)	CCU and PUC approval received; announcement scheduled for mid July.	Estimated Start: July 2020 Est. Completion: November 2020	TBD

CCU Report- DSM

As of June 30, 2020

All Expenses – Fiscal Year

Description	FY16	FY17	FY18	FY19	FY20 As of 6/30/20	Total to Date
Regular/OT Pay	$11,348.80	$22,256.00	$26,121.83	$50,715.19	$20,714.99	$131,156.81
Other Contractual	$28,278.50	$85,550.05	$116,977.50	$3,025.00	-	$233,831.05
Ads & Radio Announcements	-	-	-	$7,500.00	-	$7,500.00
Paid Rebates-Split AC	$154,700.00	$557,275.00	$1,349,825.00	$1,374,650.00	$457,450.00	$3,893,900.00
Paid Rebates-Central AC	$3,400.00	$8,200.00	$4,400.00	$6,500.00	$500.00	$23,000.00
Paid Rebates-Washer/Dryer	$2,800.00	$7,425.00	$57,200.00	$110,800.00	$36,000.00	$214,225.00
Total Expenses	**$200,527.30**	**$680,706.05**	**$1,554,524.33**	**$1,553,190.19**	**$514,664.99**	**$4,503,612.86**
Bank Interest (+)	$1,676.42	$1,722.74	$1,222.29	$730.05	$353.44	$5,704.94
Bank Fees	$155.00	$1,032.06	$1,085.08	$1,247.54	$275.00	$3,794.68

**Expenses for June 20 are preliminary and may be subject to adjustment during reconciliation process.*

DSM Funding

No.	Description	Amount
1	Initial DSM Budget FY 2016	$ 1,806,014.00
2	Interest Income	$ 5,704.94
3	Bank Fees	$ 3,794.68
4	Additional Budget: ▪ Bond Refinance 2017 ▪ Revenue Funds FY2019 ▪ Revenue Funds FY2020	 $ 1,139,189.00 $ 1,047,500.00 $ 800,000.00
5	Total Expense as of Report	$4,503,612.86
	DSM Ending Balance	**$ 291,000.40**

FY 2017- Rebate Amount Paid Monthly

Month	Total	Split A/C Units	Central A/C Units	Washers/ Dryers
OCT '16	$ 25,250.00	$ 23,450.00	$ 800.00	$ 1,000.00
NOV '16	$ 57,525.00	$ 55,625.00	$ 1,600.00	$ 300.00
DEC '16	$ 19,625.00	$ 18,225.00	$ 800.00	$ 600.00
JAN '17	$ 49,650.00	$ 48,050.00		$ 1,600.00
FEB '17	$ 43,175.00	$ 42,850.00	$ 325.00	
MAR '17	$ 25,550.00	$ 25,875.00	$ (325.00)	
APR '17	$ 33,875.00	$ 30,950.00	$ 800.00	$ 2,125.00
MAY '17	$ 57,675.00	$ 54,275.00	$ 2,400.00	$ 1,000.00
JUN '17	$ 76,175.00	$ 74,675.00	$ 1,300.00	$ 200.00
JUL '17	$ 30,975.00	$ 30,975.00		
AUG '17	$ 69,400.00	$ 69,200.00		$ 200.00
SEP '17	$ 84,025.00	$ 83,125.00	$ 500.00	$ 400.00
TOTALS	$ 572,900.00	$ 557,275.00	$ 8,200.00	$ 7,425.00

FY 2018- Rebate Amount Paid Monthly

Month	Total	Split A/C Units	Central A/C Units	Washers/ Dryers
OCT '17	$186,850.00	$185,850.00	$800.00	$200.00
NOV '17	$41,900.00	$41,700.00		$200.00
DEC '17	$109,875.00	$108,475.00		$1,400.00
JAN '18	$31,175.00	$31,175.00		
FEB '18	$69,825.00	$68,825.00		$1,000.00
MAR '18	$121,100.00	$120,100.00		$1,000.00
APR '18	$99,700.00	$94,400.00	$500.00	$4,800.00
MAY '18	$133,350.00	$127,150.00		$6,200.00
JUN '18	$82,800.00	$77,600.00		$5,200.00
JUL '18	$60,475.00	$56,475.00	$1,000.00	$3,000.00
AUG '18	$139,750.00	$129,650.00	$1,300.00	$8,800.00
SEP '18	$334,625.00	$308,425.00	$800.00	$25,400.00
TOTALS	$1,411,425.00	$1,349,825.00	$4,400.00	$57,200.00

FY 2019- Rebate Amount Paid Monthly

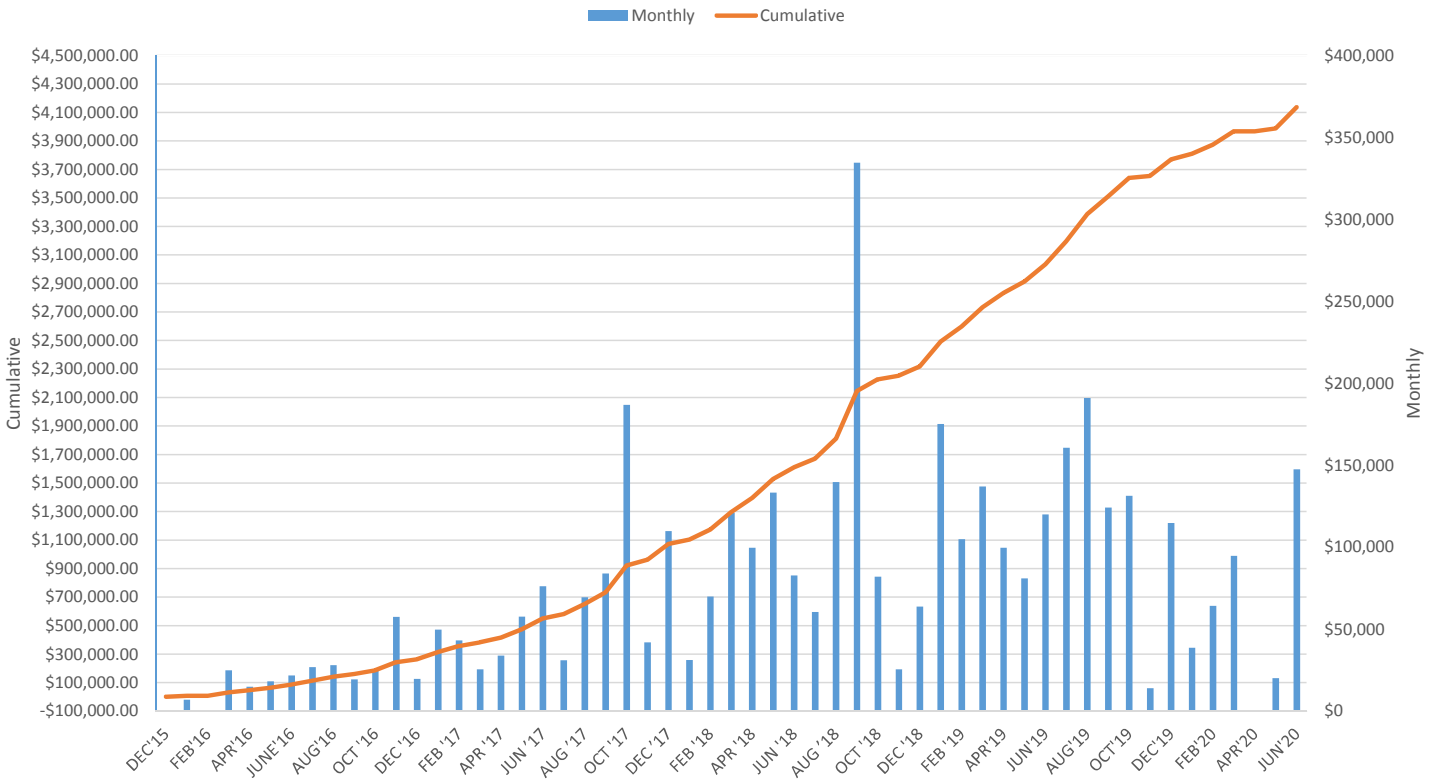
Month	Total	Split A/C Units	Central A/C Units	Washers/ Dryers
OCT '18	$ 82,000.00	$ 75,400.00	$ –	$ 6,600.00
NOV '18	$ 25,425.00	$ 23,425.00	$ –	$ 2,000.00
DEC '18	$ 63,925.00	$ 62,525.00	$ –	$ 1,400.00
JAN '19	$ 175,150.00	$ 158,150.00	$ –	$ 17,000.00
FEB '19	$ 104,925.00	$ 96,125.00	$ –	$ 8,800.00
MAR '19	$ 137,025.00	$ 119,825.00	$ 3,400.00	$ 13,800.00
APR '19	$ 99,650.00	$ 89,250.00	$ –	$ 10,400.00
*	$ (111,225.00)	$ (102,825.00)		$ (8,400.00)
MAY '19	$ 80,950.00	$ 72,950.00	$ –	$ 8,000.00
JUN '19	$ 120,525.00	$ 110,125.00	$ 800.00	$ 9,600.00
JUL '19	$ 162,350.00	$ 152,350.00	$ 800.00	$ 9,200.00
AUG '19	$ 191,175.00	$ 184,075.00	$ 500.00	$ 6,600.00
SEP '19	$ 124,200.00	$ 115,500.00	$ 500.00	$ 8,200.00
TOTALS	$ 1,255,475.00	$ 1,156,475.00	$ 6,000.00	$ 93,000.00

** FY18 Finance Adjustment*

FY 2020- Rebate Amount Paid Monthly

Month	Total	Split A/C Units	Central A/C Units	Washers/ Dryers
OCT '19	$131,300.00	$120,000.00	$500.00	$10,800.00
NOV '19	$14,050.00	$13,650.00	$0.00	$400.00
DEC '19	$114,775.00	$104,275.00	$500.00	$10,000.00
JAN '20	$38,650.00	$36,650.00	$0.00	$2,000.00
FEB '20	$64,250.00	$59,650.00	$0.00	$4,600.00
MAR '20	$94,675.00	$85,075.00	-	$9,600.00
APR '20	-	-	-	-
MAY '20	$20,175.00	$18,375.00	-	$1,800.00
JUN '20	$147,475.00	$139,875.00	-	$7,600.00
JUL '20	-	-	-	-
AUG '20	-	-	-	-
SEP '20	-	-	-	-
TOTALS	$625,350.00	$577,550.00	$1,000.00	$46,800.00

FY'17- FY'20 Rebate Amount Paid



FY 2017- Number of Applications Received By Customer Service and Paid Monthly

Month	Rec'd By CS	Paid By Finance
OCT '16	92	77
NOV '16	68	160
DEC '16	141	54
JAN '17	109	138
FEB '17	92	120
MAR '17	144	84
APR '17	147	104
MAY '17	215	178
JUN '17	322	252
JUL '17	295	105
AUG '17	339	224
SEP '17	270	282

FY 2018- Number of Applications Received By Customer Service and Paid Monthly

Month	Rec'd By CS	Paid By Finance
OCT '17	270	576
NOV '17	277	140
DEC '17	302	360
JAN '18	333	99
FEB '18	289	231
MAR '18	326	380
APR '18	256	325
MAY '18	298	417
JUN '18	353	260
JUL '18	449	197
AUG '18	451	445
SEP '18	343	717

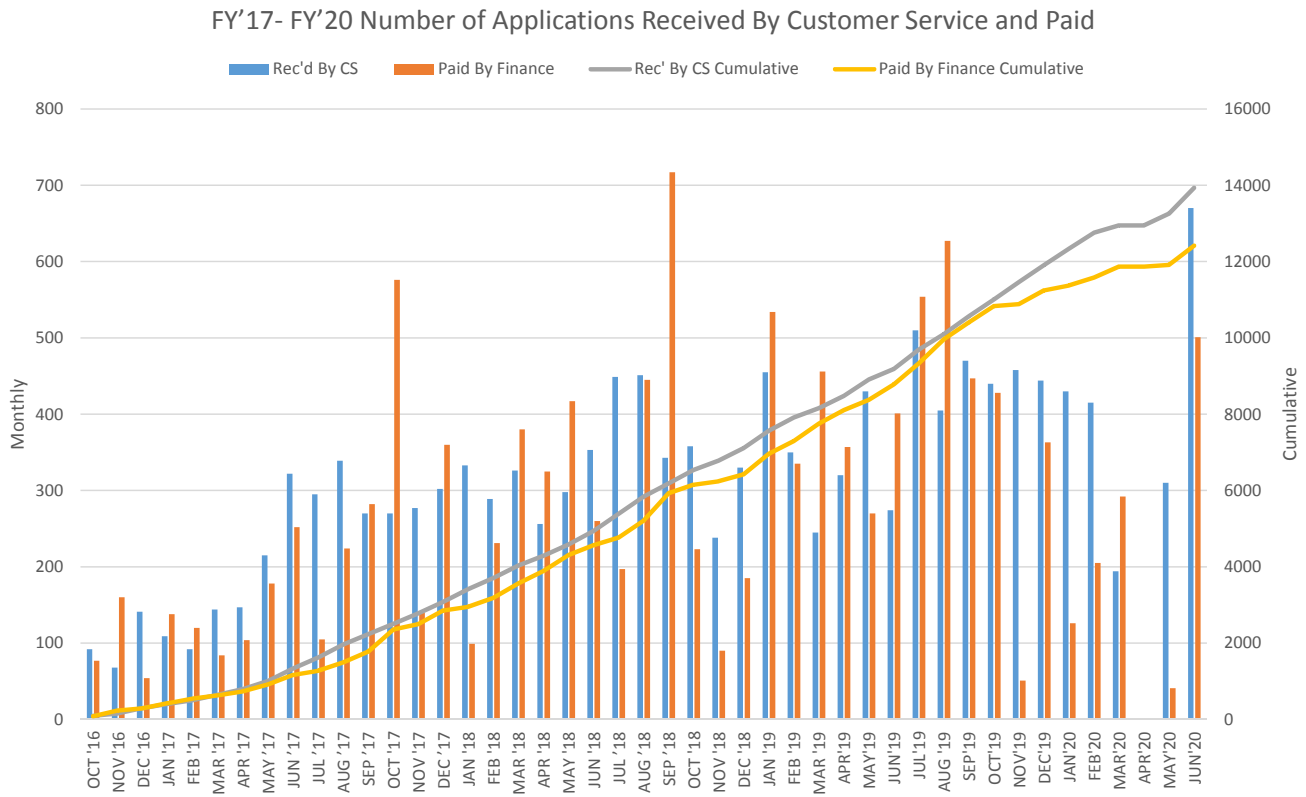
FY 2019 Number of Applications Received By Customer Service and Paid Monthly

Month	Rec'd By CS	Paid By Finance
OCT '18	358	223
NOV '18	238	90
DEC '18	330	185
JAN '19	455	534
FEB '19	350	335
MAR '19	245	456
APR '19	320	357
MAY '19	430	270
JUN '19	274	401
JUL '19	510	554
AUG '19	405	627
SEP '19	470	447

FY 2020 Number of Applications Received By Customer Service and Paid Monthly

Month	Rec'd By CS	Paid By Finance
OCT '19	440	428
NOV '19	458	51
DEC '19	318	363
JAN'20	430	126
FEB '20	415	205
MAR '20	194	292
APR '20	0	0
MAY '20	310	41
JUN '20	670	501
JUL '20		
AUG '20		
SEP '20		

FY’17- FY’20 Number of Applications Received By Customer Service and Paid

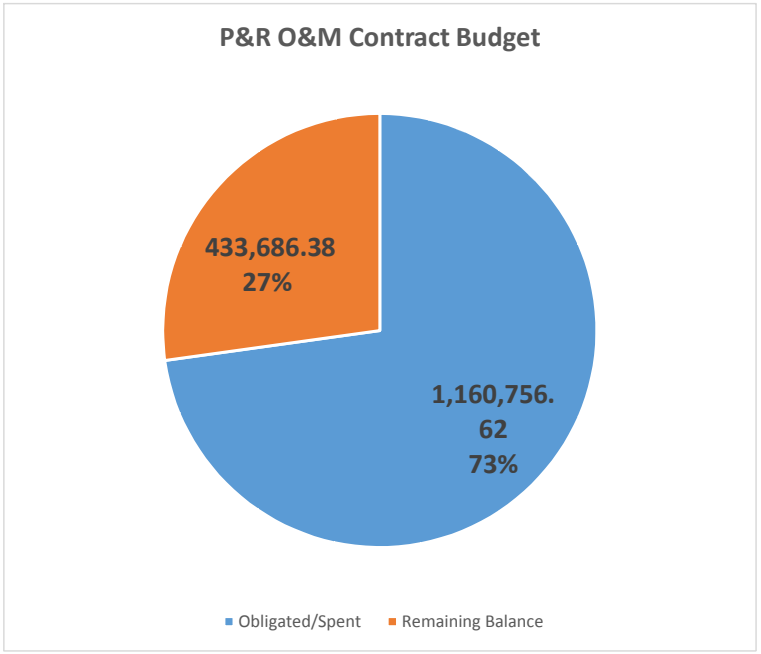


Planning & Regulatory CCU Report

June 30, 2020

Planning & Regulatory O&M Contract Budget

- Revenue Funded
- Target
  - 0.10% O&M Obligation as of October 31, 2019 (Actual)
  - 26.62% O&M Obligation as of December 31, 2019 (Actual)
  - 56.07% O&M Obligation as of January 31, 2020 (Actual)
  - 72.80% O&M Obligation as of June 30, 2020



P&R Weekly & Monthly Inspection Reports

- Best Management Practices (BMP) Report Summary [Weekly]
- Generation Spill Prevention, Control, and Countermeasures (SPCC) Report Summary [Monthly]
- T&D Spill Prevention, Control, and Countermeasures (SPCC) Report Summary [Monthly]

- GPA is responsible to employees, the island environment, and the community to take all reasonable steps necessary to prevent spills from its facilities in order to protect human health and the environment

P&R Inspection Report Purpose

- The purpose of these inspections is to catch discrepancies and violations internally and correct them before inspections by Guam EPA and US EPA
- Regulatory Agencies can conduct scheduled or un-scheduled (surprise) inspections any time
- Any major discrepancies or violations cited can lead to issuance of a Notice of Violation (NOV), possible fines, and/or other enforcement action
- P&R conducts routine SPCC inspections in compliance with the requirements of 40CFR 112.7(a)(3)(ii), Discharge Prevention Measures

35

Weekly BMP Report

WEEKLY BMP REPORT SUMMARY
CABRAS POWER PLANT
MONTH OF JUNE 2020

LEGEND OF TRACKING

- Notification Date
- Within Scheduled Remediation Period
- Completed
- Deadline is Past Due

INSPECTOR: MARVIN POLIARCO

LOCATION	WE 06/05/20 FINDINGS	WE 06/12/20 FINDINGS	WE 06/19/20 FINDINGS	WE 06/26/20 FINDINGS	RECOMMENDATION/ REMARKS	INITIAL FINDINGS DATE	DUE DATE	DATE COMPLETED	RESPONSE
Cabras Facility	Corroded metals on pipeline walkway	Corroded metals on pipeline walkway	Corroded metals on pipeline walkway	Corroded metals on pipeline walkway	Conduct cleanup	2/7/2020	ASAP		
	Oil spill in trench overflow at Cabras 3&4 generator area near the return tank	Oil spill in trench overflow at Cabras 3&4 generator area near the return tank	Oil spill in trench overflow at Cabras 3&4 generator area near the return tank	Oil spill in trench overflow at Cabras 3&4 generator area near the return tank	Remove oil and conduct cleanup	12/20/2019	ASAP		
	Pile of debris and green waste near the ponding basin & Cabras 3&4 OWS	Pile of debris and green waste near the ponding basin & Cabras 3&4 OWS	Pile of debris and growing vegetation around the ponding basin & Cabras 3&4 OWS	Pile of debris and growing vegetation around the ponding basin & Cabras 3&4 OWS	Remove vegetation asap	2/7/2020	ASAP		
	Metal debris structure near the outfall	Metal debris structure near the outfall	Metal debris structure near the outfall	Metal debris structure near the outfall	Dispose metal structure amd debris	2/7/2020	ASAP		

Weekly BMP Report

WEEKLY BMP REPORT SUMMARY
CABRAS POWER PLANT
MONTH OF JUNE 2020

LEGEND OF TRACKING

- Notification Date
- Within Scheduled Remediation Period
- Completed
- Deadline is Past Due

INSPECTOR: MARVIN POLIARCO

LOCATION	WE 06/05/20 FINDINGS	WE 06/12/20 FINDINGS	WE 06/19/20 FINDINGS	WE 06/26/20 FINDINGS	RECOMMENDATION/ REMARKS	INITIAL FINDINGS DATE	DUE DATE	DATE COMPLETED	RESPONSE
Cabras Facility		Flooding in Cabras 3&4 generator building	CORRECTIVE ACTION COMPLETED		Drain water and conduct cleanup	6/12/2020	ASAP	6/26/2020	
		Oil in the pit of Cabras 3&4 generator building	Oil in the pit of Cabras 3&4 generator building	Oil in the pit of Cabras 3&4 generator building	Remove oil and conduct cleanup	6/12/2020	ASAP		
Outfall	Corroded cooling water discharge metal covers	Corroded cooling water discharge metal covers	Corroded cooling water discharge metal covers	Corroded cooling water discharge metal covers	Remove metal covers	5/29/2020	ASAP		
	Corroded recycle bin	Corroded recycle bin	Corroded recycle bin	CORRECTIVE ACTION COMPLETED	Replace recycle bin	5/29/2020	ASAP		
	Deteriorated containment booms	CORRECTIVE ACTION COMPLETED			Replace containment booms	5/29/2020	ASAP	6/19/2020	

Weekly BMP Report

WEEKLY BMP REPORT SUMMARY
CABRAS POWER PLANT
MONTH OF JUNE 2020

LEGEND OF TRACKING

- Notification Date
- Within Scheduled Remediation Period
- Completed
- Deadline is Past Due

INSPECTOR: MARVIN POLIARCO

LOCATION	WE 06/05/20 FINDINGS	WE 06/12/20 FINDINGS	WE 06/19/20 FINDINGS	WE 06/26/20 FINDINGS	RECOMMENDATION/ REMARKS	INITIAL FINDINGS DATE	DUE DATE	DATE COMPLETED	RESPONSE
Chemical Storage Building (Cabras 1, 2, 3, & 4)	Sulfuric acid spill in chemical storage area	Sulfuric acid spill in chemical storage area	Sulfuric acid spill in chemical storage area	Sulfuric acid spill in chemical storage area	Conduct cleanup	12/20/2019	ASAP		

T&D SPCC Inspection Report

SUMMARY OF SPCC MONTHLY INSPECTION REPORT
MONTH OF JUNE 2020

LEGEND OF TRACKING

- Notification Date
- Completed
- Within Scheduled Remediation
- Deadline is Past Due

SUBSTATIONS

LOCATIONS	FINDINGS		RECOMMENDATION/REMARKS	STATUS	RESPONSIBLE	COMPLETION DATE	DUE DATE	INITIAL FINDINGS DATE
DEDEDO SUBSTATION	*T-191 & T-192 & T-55*	Rainwater in sec. containment	Remove/drain water				ASAP	February 2020
DEDEDO SUBSTATION WAREHOUSE	*Transformer Storage Area*	Scrap metal at transformer storage area	Schedule disposal/salvage of scrap metal				ASAP	December 2019
MACHECHE SUBSTATION	*Secondary Containment*	NO CORRECTIVE ACTION						
TALOFOFO SUBSTATION	*Secondary Containment*	Water inside containment	Drain water and secure drain valve				ASAP	June 2020
TENJO SUBSTATION	*Facility Area*	NO CORRECTIVE ACTION						
YIGO SUBSTATION	*Secondary Containment*	NO CORRECTIVE ACTION						

Generation SPCC Inspection Report

SUMMARY OF SPCC MONTHLY INSPECTION REPORT
MONTH OF JUNE 2020

LEGEND OF TRACKING

- Notification Date
- Completed
- Within Scheduled Remediation
- Deadline is Past Due

POWER PLANT

LOCATIONS	FINDINGS		RECOMMENDATION/REMARKS	STATUS	RESPONSIBLE	COMPLETION DATE	DUE DATE	INITIAL FINDINGS DATE
CABRAS POWER PLANT	*Supply line 8" from the tank farm*	No secondary containment	Regular monitoring is requred				ASAP	September 2019
	Cylinder and Lube Oil Storage Tanks	Corroded lines	Repair				ASAP	November 2019
	Used Oil Transfer Area	Tank covers of sludge tanks - heavily corroded	Replace sludge tank covers				ASAP	February 2020
	Diesel Tank Concrete Base Pad	Base pad is eroding	Conduct repair				ASAP	May 2020
	LS Pipe Flange and HS-LS Diesel Service Tanks Secondary Containment	Pipeis leaking and oil spill in secondary containment	Conduct repair and clean up				ASAP	May 2020
	Secondary Containment Wall	Damaged	Conduct repair				ASAP	May 2020
	Tank No. 2 By Pass Pipe on Supply Line	Heavily corroded	Replace pass pipe				ASAP	May 2020
	Tank No. 2 Over Fill Line	Corroded	Replace pipeline				ASAP	May 2020
	Pipeline Across Outfall	Corroded	Conduct repair				ASAP	May 2020
	HS, LS Diesel Service Tank Secondary Containment	Water accumulation	Conduct cleanup				ASAP	February 2020
	Tank No. 2	Gauge not secured, brackets are detached	Conduct cleanup				ASAP	June 2020
DEDEDO CT	*OWS Containment*	Rainwater in secondary containment	Drain rainwater				ASAP	May 2020

Generation SPCC Inspection Report (cont.)

SUMMARY OF SPCC MONTHLY INSPECTION REPORT
MONTH OF JUNE 2020

LEGEND OF TRACKING

- Notification Date
- Within Scheduled Remediation
- Completed
- Deadline is Past Due

POWER PLANT

LOCATIONS	FINDINGS		RECOMMENDATION/REMARKS	STATUS	RESPONSIBLE	COMPLETION DATE	DUE DATE	INITIAL FINDINGS DATE
MACHECHE CT	Facility Area	Rainwater in secondary containment	Drain rainwater					
YIGO CT	OWS Sec. Containment	Rainwater and sludge inside containment	Drain rainwater and remove sludge				ASAP	May 2020
MANENGGON DIESEL	Storage Tanks	No identification and label to indicate volume, capacity, etc.	Label and identify tanks	AST tank labelling ongoing			ASAP	May 2020
TALOFOFO DIESEL	Day Tank insidde Engine Room	Tank label missing after paint over	Re-label tanks	AST tank labelling ongoing			ASAP	May 2020
TENJO DIESEL	Generator Room - Day Tanks 1 - 6	Tanks have no label	Identify tanks with labels				ASAP	May 2020
PITI #7 POWER PLANT	Main Fuel Tank	No integrity testing	Integrity testing is required				ASAP	January 2018
	Old Piti Power Plant Area	Improper storage of wood pallets and various items inside storage container	Move or dispose wood pallets and other items				ASAP	February 2020

PLANNING & REGULATORY DIVISION REPORT

The following summarizes P&R's activities for the month of June 2020

INSPECTIONS/MONITORING

- Best Management Practices (BMP) Weekly Inspection/Report – Cabras Power Plant
- Monthly Spill Prevention, Control and Countermeasures (SPCC) Inspection/Report – Cabras Power Plant, Macheche, Dededo, Yigo CT, Talofofo, MDI, Tenjo Diesel, Piti 7 Power Plants, IP&E fuel Farm.
- Reviews monthly Continuous Emissions Monitoring System (CEMS) report and monitors TRC's O & M for Tenjo Diesel. Coordinates Operations and Maintenance with TRC.
- Emissions and Limits Tracking for GPA and Aggreko Power Plants
    - Monitoring CO and NOx emissions of the Aggreko generators not to exceed the allowable limit.
    - GPA Plants Limits based on Hours and/or Fuel Use
- Inspected Tanguisson power plant intake structure
- Conducted PCB oil test at Dededo substation Tank 2
- Island wide WSD facility inspection

CONSENT DECREE

- Prepping material for July 31, 2020 Semi-Annual Status report for US EPA

DIESEL RICE MACT

- Coordination with TRC on the purchase of new catalyst for Tenjo, MDI and Talofofo

ENVIRONEMENTAL RESPONSE

- Soil Remediation at Marbo Sub
- Spill response at Cabras WOF spill

NEW UKKUDU POWER PLANT

- Weekly update conference calls:
    - Air Permitting with contractors
    - All other Permitting with contractors
    - GPA Internal discussions with Stanley
- Other:
    - ConCall with Navy on NEPA Requirements
    - ConCall on Wastewater Treatment issues
    - Site Visit / Assessment at Borehole 129 in Maite
    - Review of Biological Survey from ARC / TG Eng'g

PROCUREMENT

Coordination with procurement on the following bids:

- OR# 33183 –Disposal of Transformer at Dededo Sub Warehouse-
- OR#33750 – Environmental Emergency Response Contractor
- OR#33845 – Remove and Degrade Soil at Marbo Sub
- OR#33280 – Closing of UIC Wells at Tango
- OR#33816 – Transfer of Used Oil from Piti Power Plant- Bid evaluation completed
- Bid Committee Review for RFO fuel testing
- GPA-RFP-19-002 Smart Grid Analytics Feasibility Studies – attended conference call with prospective contractor
- Member of evaluation committee for RFO 6 supply laboratory test contractor.
- BID GPA-057-19 Mobile Diesel Standby Generator with Trailer – provided guidance document on generator Tier requirements

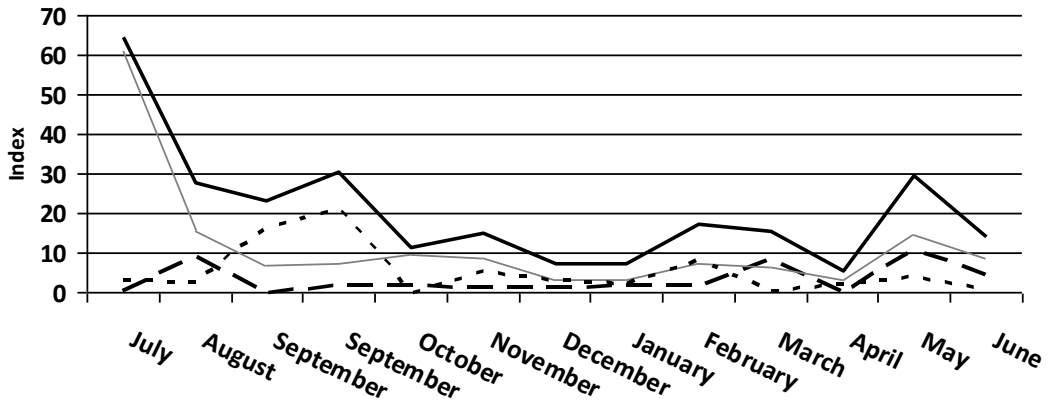
REPORTING

- Tier II Reporting – Submitted final reports to GEPA, Homeland Security, and Guam Fire Dept.
- Submitted Quarterly Fuel Switching Report to US EPA
- Finalizing Toxic Release Inventory submittal via US EPA web app TriMe Web
- Annual Emissions Inventory and Fees – Submitted calculations to Budget, Procurement, and Guam EPA

OTHERS

- For the GM
    - Prepping emission calculations for Piti 8 & 9 and Aggreko for use in CCU and US EPA R9 presentation on Piti 8&9 Retirement.
    - Prepped summary of emission limits of all GPA Power Plants
- Provide Permit Application info to Guam EPA
- Updating Permit Renewal Application Data for Piti Unit #7 to account for ownership transfer from TEMES to GPA

(Item 1.1,1.2,1.5) June 2020 SAIDI = 269.02 ↓ (279.05)



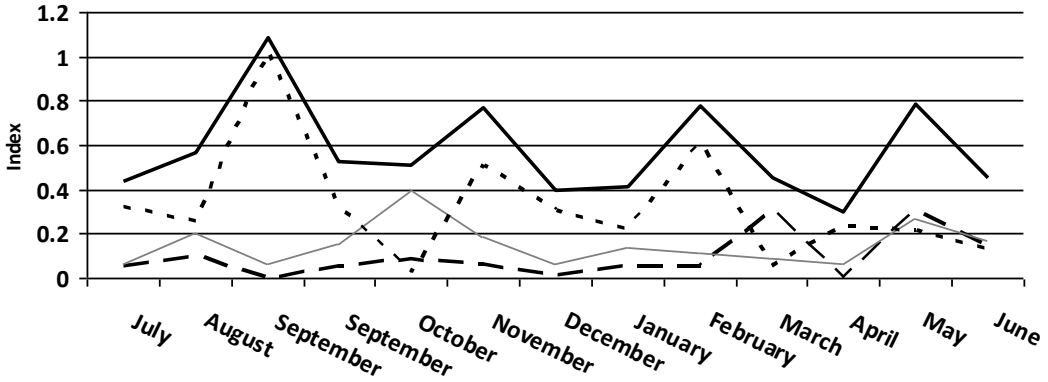
ALL

GEN=71.09 ↑ (70.99)

TRANS=43.06 ↓ (58.40)

DIST=154.87 ↑ (149.66)

(Item 1.1,1.2,1.5) June 2020 SAIFI = 7.49 ↓ (7.68)



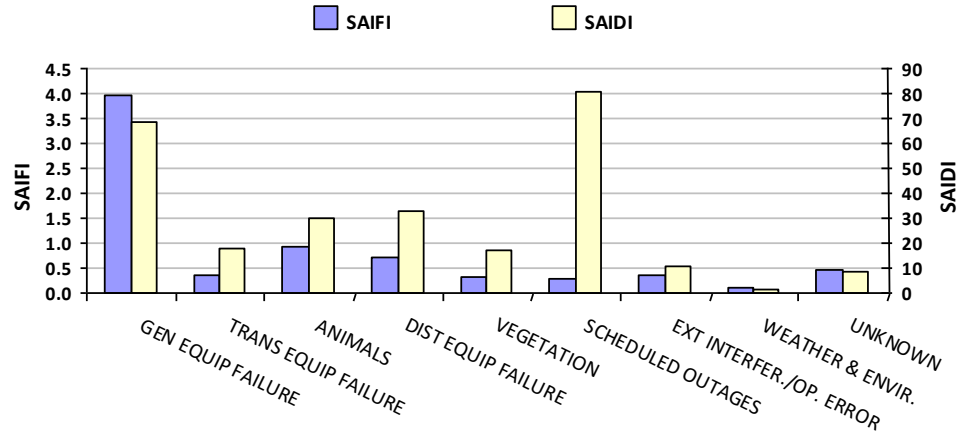
ALL

GEN=4.25 ↑ (4.20)

TRANS=1.26 ↓ (1.62)

DIST=1.97 ↑ (1.87)

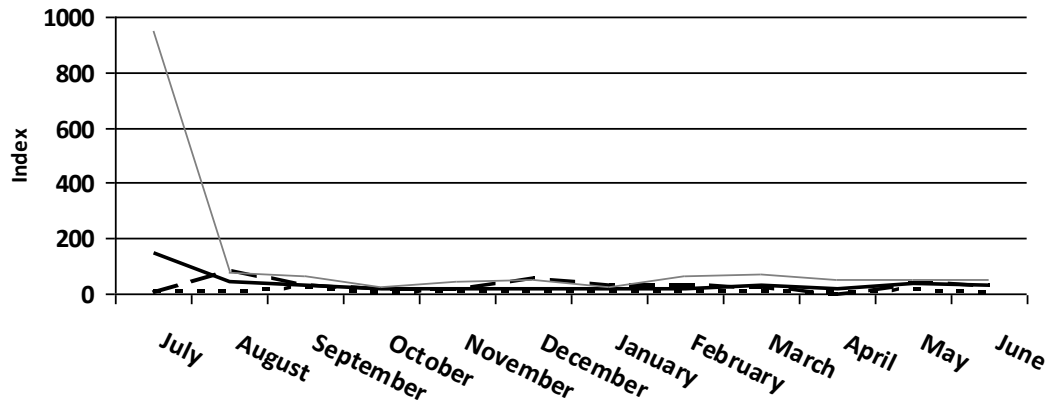
(Item 1.9) 12-Month Cause Contributions to Reliability



GEN EQUIP FAILURE
F:51.4% D:25.6%
TRANS EQUIP FAILURE
F:4.0% D:6.7%
ANIMALS
F:11.3% D:11.2%
DIST EQUIP FAILURE
F:9.1% D:12.4%
VEGETATION
F:4.2% D:6.4%
SCHEDULED OUTAGES
F:6.2% D:30.2%
EXT INTERFER./OP. ERROR
F:5.8% D:3.9%
WEATHER & ENVIR.
F:1.5% D:0.5%
UNKNOWN
F:6.7% D:3.1%

As of June 30, 2020

(Item 1.1,1.2,1.5) June 2020 CAIDI = 35.92 ↓ (36.32)



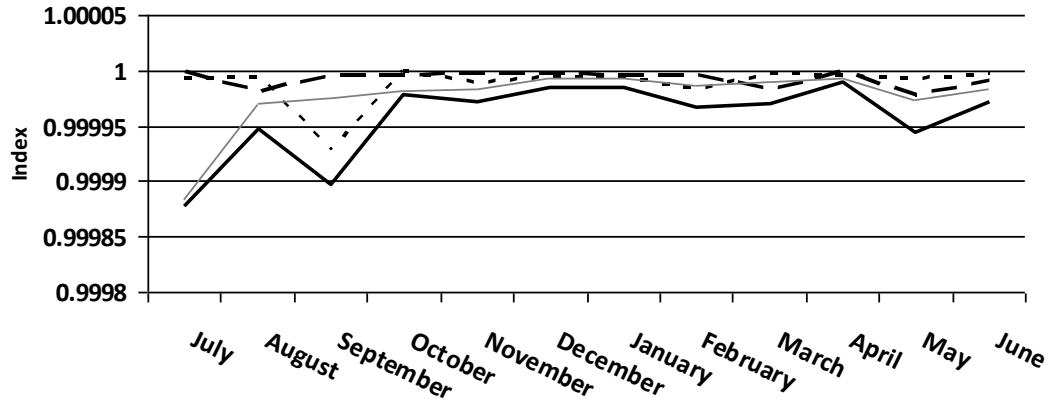
ALL

GEN=16.72 (16.92) ↓

TRANS=34.07 (36.13) ↓

DIST=78.47 (79.97) ↓

(Item 1.1,1.2,1.5) June 2020 ASAI = 0.9995 UNC* (0.9995)



ALL

GEN=0.9999 (0.9999) **UNC***

TRANS=0.9999 (0.9999) **UNC***

DIST=0.9997 (0.9997) **UNC***

(Item 1.4) Top 5 Worst Feeders Distribution Causes

#	Feeder	Outage Count
1	P340	14
2	P294	10
3	P271	9
4	P261	8
5	P301	7

(Item 1.4) Top 5 Distribution Outage Causes

#	Outage Cause	Count
1	Overhead Equipment	43
2	Vegetation	22
3	Wind	22
4	Snakes	19
5	Substation Equipment	7

(Item 1.3) Outage Count

TOTAL	UFLS	Non-UFLS
582	340	242

(Item 1.3) UFLS Contribution to Reliability

SAIDI	SAIFI	CAIDI
82.37	4.81	17.14

As of June 30, 2020

UNC* - Unchanged

ENGINEERING WORK ORDERS

Engineering Work Order Summary - June 2020	
Work Orders Received from CSR	120
Work Orders Processed & Released to T&D	91
Work Orders Processed & Released to CSR	22
Work Orders Cancelled	41
Work Orders Pending Survey	29
Total Pending WO at Engineering	415

Engineering Large Customer and Net Metering Tracking

Date Received	Customer Name	Work Worder Numbers	Location	KVA	Meter Qty	Status
12/20/2013	CoreTech International	Multiple	Dededo	300	48	Lada Estates, 450 kVA, Phase I, II and III are 100% Completed - 308 units energized. Phase IV currently in Construction phase, 80% completed.
1/27/2015	TG Engineers	422182-85, 90-93, 96-98	Agana Heights	100	11	10 Unit Apartment, 100 kVA, 80% Completed. Work currently on hold.
6/1/2017	New Underground Line (P-047)	466064	Tumon	1,500	1	New Undergound line 99% completed, Riser terminated. Mandrelling completed on completed sections. T&D started pulling wire and installing splices in August 2019. Peninge final outage at SV1A and SV1B.
3/1/2018	Docomo Pacific Inc., New Data Center	Pending Application	Talofofo	3,000	1	New Data Center. Planned to come off P-260 and P-262. 0% Completed. Still in Design Phase.
12/13/18	Simpson, Henry M	466907, 8, 466658	Santa Rita			New Subdivision. Design Ongoing. Demand load pending completion of subdivision design.
10/10/18	Don Sadwahni	465341	Harmon	2,000	1	New Industrial Subdivision, Inspection of civil work only, Proposed 12 Pad Mounted Xfmrs 95% Completed.
11/19/18	TNN Guam Primary Meter	466064	Tumon	1,500	1	Permanent primary meter for Tsubaki Hotel and Nikko Hotel (1500 + 3000kVA Nikko), 100% Completed and released to T&D. Perm power energized temp. for testing purposes. Partial Occupancy signed. Pending completed final occupancy.
10/01/19	Don Don Donkey "Don Quijote" Shopping Center	Pending Application	Tamuning	2,000	1	New Shopping Center at the intersection of Route 1 and10A. Permiitting phase.
12/01/19	Gateway Networks Connections LLC	475842	Piti	2,000	1	New Landing station, 90% completed, 2000 kVA, Clearance issues resolved.
12/01/19	Pacific Unlimited Inc. (Cold Storage)	471784	Tiyan	2,000	1	New Cold Storage, 10% Completed, Temp Power installed, 2000kVA.
12/01/19	Ironwood Villa Del Mar Phase II	Multiple Applications	Toto	440	88	New 88 Unit Apartment complex, 40% Completed, multiple xfmrs.
02/25/20	The Church of Jesus Christ LDS	474921	Yigo	750	1	New Church across Yigo Substation, 45% completed, 750 kVA.
03/11/20	Citi Development & Construction	478020-23,25,27-30	Tamuning	60	10	New 10 Unit Town Homes, 10% completed, 100 kVA.
07/07/20	Guam Waterworks Authority New Northern Wastewater Plant	479663	Dededo	3000	1	New Northern Wastewater Plant, 10% completed, 3000kVA.
Varies	Pending Net Metering Customers	Varies	Various Locations Islandwide		1	Pending Net Metering Customers as of June 30, 2020.
			Total	**18,650**	**167**	

NET METERING
June 2020

	Quantity	Connected kVA
Completed	2,098	24,119
Pending	1	7
Grand Total	2,099	24,126

Rate Class and Technology

Technology	Schedule	Customer Count	Total kW
Solar Energy	R - Residential	1,973	18,693.25
	J - Gen Service Dmd	49	2,829.13
	K - Small Gov Dmd	9	317.80
	L - Large Government	2	122.80
	P - Large Power	7	640.70
	G - Gen Serv Non-Dmd	49	1,432.96
	S - Sm Gov Non-Dmd	7	78.80
Wind Turbine	R - Residential	2	3.60
Grand Total		**2,098**	**24,119.04**

Projection Date Ending 12/31/2020

Customer Rate Class	Sum of Size (kW)	*Annual Projected kWh Generated	Non-Fuel Yield $/kWh	Estimated Annual Revenue Loss
R	18,696.85	30,738,700	0.087492	$ 2,689,391.26
J	2,829.13	4,666,005	0.125682	$ 586,432.96
K	317.80	518,889	0.133883	$ 69,470.44
L	122.80	203,743	0.129809	$ 26,447.73
P	640.70	1,056,495	0.109950	$ 116,161.70
G	1,432.96	2,355,179	0.145397	$ 342,436.05
S	78.80	125,245	0.147902	$ 18,524.03
Grand Total	**24,119.04**	**39,664,258**		**$ 3,848,864.17**

*Estimated number of hours from NREL for Guam (13.4 degrees North and 144 degrees East).

Estimated Annual Revenue Loss

Year	Estimated kWh	*Total Estimated Cost
2019	36,806,287	$ 3,546,649.04
2018	34,981,036	$ 3,521,130.12
2017	28,242,917	$ 2,828,834.71
2016	21,867,383	$ 2,200,794.56
2015	7,383,621	$ 856,921.27
2014	3,137,212	$ 410,558.94
2013	1,556,949	$ 178,996.00
2012	494,672	$ 58,545.89
2011	170,070	$ 18,177.13
2010	98,830	$ 8,483.27
2009	23,912	$ 1,656.87

*Source for effective yield rate from the Year End Revenue Reports (12 month Average Yield)

NET METERING

June 2020

Customer Count and Connected kW by Feeder

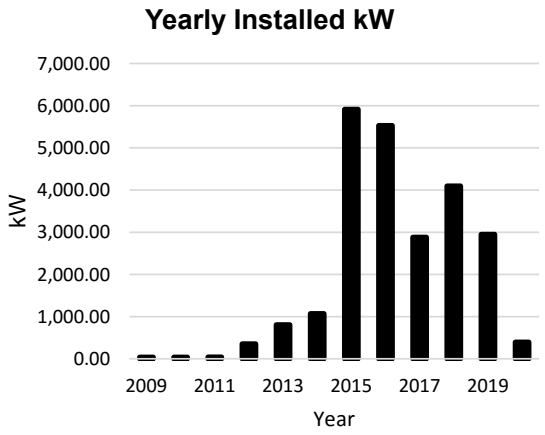
Status	Feeder	Net Metering Connected kW	Customer Count	% of Feeder Maximum kW	% of Feeder Minimum Daytime kW
Completed	P-005	302.73	27	17.5%	35.2%
	P-046	300.29	36	7.1%	10.8%
	P-088	746.60	79	12.4%	19.6%
	P-089	627.97	77	14.0%	33.8%
	P-111	190.00	3	3.5%	6.2%
	P-203	564.09	43	7.5%	21.4%
	P-204	150.38	17	3.2%	6.6%
	P-205	44.00	5	0.9%	1.6%
	P-210	629.69	59	12.3%	16.7%
	P-212	1,086.12	105	26.3%	68.0%
	P-213	322.13	13	12.3%	16.5%
	P-220	187.22	21	30.7%	96.5%
	P-221	598.28	61	13.6%	27.1%
	P-223	563.15	61	23.7%	33.8%
	P-240	58.55	2	0.9%	7.9%
	P-245	259.60	7	5.2%	11.1%
	P-250	1,389.55	128	21.4%	37.5%
	P-251	145.50	7	5.9%	9.0%
	P-253	611.03	61	13.6%	21.5%
	P-262	1,152.49	116	30.3%	72.6%
	P-270	490.47	42	9.6%	19.4%
	P-271	323.37	18	5.5%	11.7%
	P-272	280.91	20	11.0%	24.9%
	P-280	371.54	30	20.7%	38.4%
	P-281	204.90	5	7.3%	20.4%
	P-282	31.75	4	0.8%	2.6%
	P-283	666.95	59	18.4%	31.6%
	P-294	1,301.23	123	30.1%	59.5%
	P-301	233.76	24	16.5%	29.4%
	P-311	1,098.11	63	27.5%	47.1%
	P-322	2,108.43	118	27.8%	55.2%
	P-323	316.52	21	6.7%	20.8%
	P-330	708.31	88	13.0%	26.2%
	P-331	827.91	91	13.1%	21.2%
	P-332	712.74	74	12.6%	18.5%
	P-340	560.12	50	30.9%	68.0%
	P-087	1,512.52	151	38.5%	60.3%
	P-252	599.13	32	14.2%	29.0%
	P-321	389.86	36	7.0%	7.8%
	P-260	99.76	10	14.5%	49.9%
	P-067	86.20	10	1.0%	1.3%
	P-312	82.24	5	4.9%	5.7%
	P-206	26.08	3	2.7%	4.8%
	P-242	23.75	2	0.4%	1.1%
	P-310	181.57	8	6.6%	12.1%
	P-261	509.36	54	18.4%	31.6%
	P-201	115.86	10	3.3%	5.8%
	P-007	85.86	8	11.9%	25.3%
	P-244	36.56	2	2.1%	2.1%
	P-202	39.50	3	1.2%	2.9%
	P-341	4.30	1	0.4%	1.6%
	P-401	117.00	2	10.3%	17.3%
	P-400	43.14	3	4.5%	4.6%
Completed Total		**24,119.04**	**2,098**		
pending	Pending	7.31	1	0.0%	0.0%
pending Total		**7.31**	**1**	**0.0%**	**0.0%**
Grand Total		**24,126.35**	**2,099**		

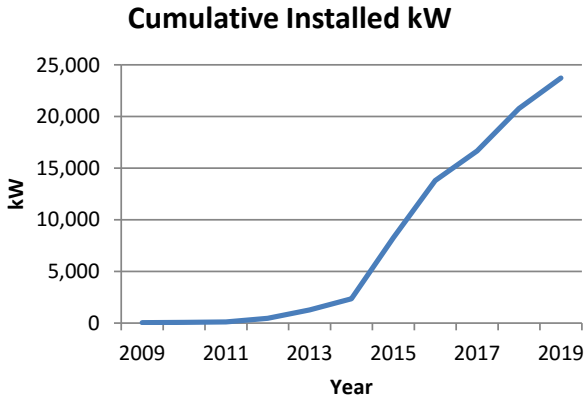
	Feeders highlighted in red indicates renewable energy capacity has exceeded 25% of feeder maximum load.
	Feeders highlighted in yellow indicates renewable energy capacity has reached 75% of minimum daytime load.

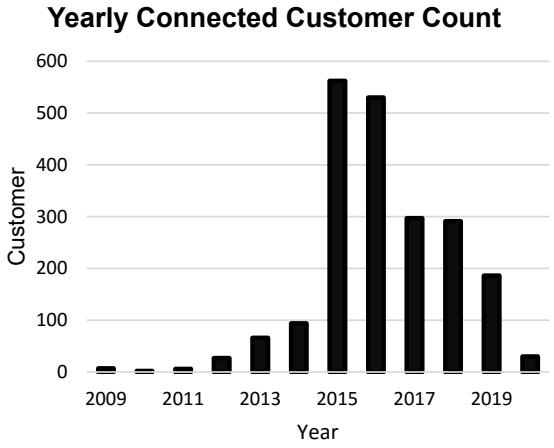
NET METERING
June 2020

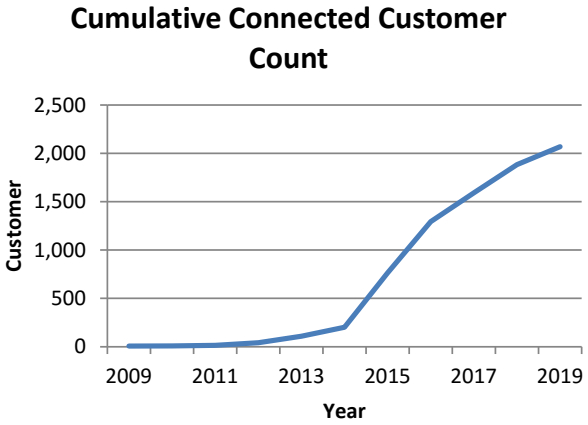
Installed kW by Year		
Year	Total	Cumulative
2009	39.46	39.46
2010	39.20	78.66
2011	41.61	120.27
2012	354.61	474.88
2013	808.15	1,283.03
2014	1,072.04	2,355.07
2015	5,915.06	8,270.13
2016	5,527.93	13,798.05
2017	2,880.40	16,678.45
2018	4,095.63	20,774.08
2019	2,949.09	23,723.17
2020	395.87	24,119.04
Grand Total	24,119.04	

Customer Count by Year		
Year	Total	Cumulative
2009	7	7
2010	2	9
2011	6	15
2012	27	42
2013	66	108
2014	94	202
2015	562	764
2016	530	1,294
2017	297	1,591
2018	291	1,882
2019	186	2,068
2020	30	2,098
Grand Total	2,098	







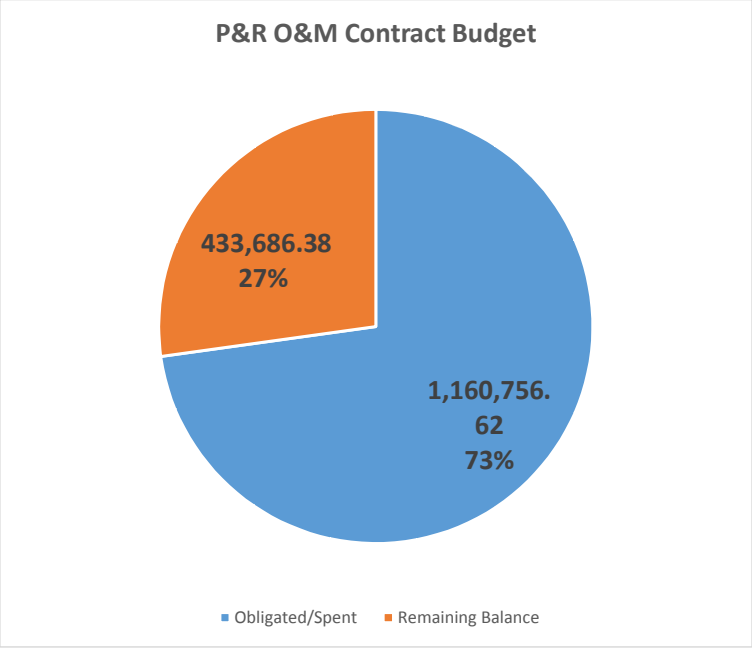


Planning & Regulatory CCU Report

June 30, 2020

Planning & Regulatory O&M Contract Budget

- Revenue Funded
- Target
  - 0.10% O&M Obligation as of October 31, 2019 (Actual)
  - 26.62% O&M Obligation as of December 31, 2019 (Actual)
  - 56.07% O&M Obligation as of January 31, 2020 (Actual)
  - 72.80% O&M Obligation as of June 30, 2020



P&R Weekly & Monthly Inspection Reports

- Best Management Practices (BMP) Report Summary [Weekly]
- Generation Spill Prevention, Control, and Countermeasures (SPCC) Report Summary [Monthly]
- T&D Spill Prevention, Control, and Countermeasures (SPCC) Report Summary [Monthly]

- GPA is responsible to employees, the island environment, and the community to take all reasonable steps necessary to prevent spills from its facilities in order to protect human health and the environment

P&R Inspection Report Purpose

- The purpose of these inspections is to catch discrepancies and violations internally and correct them before inspections by Guam EPA and US EPA
- Regulatory Agencies can conduct scheduled or un-scheduled (surprise) inspections any time
- Any major discrepancies or violations cited can lead to issuance of a Notice of Violation (NOV), possible fines, and/or other enforcement action
- P&R conducts routine SPCC inspections in compliance with the requirements of 40CFR 112.7(a)(3)(ii), Discharge Prevention Measures

Weekly BMP Report

WEEKLY BMP REPORT SUMMARY
CABRAS POWER PLANT
MONTH OF JUNE 2020

LEGEND OF TRACKING

- Notification Date
- Within Scheduled Remediation Period
- Completed
- Deadline is Past Due

INSPECTOR: MARVIN POLIARCO

LOCATION	WE 06/05/20 FINDINGS	WE 06/12/20 FINDINGS	WE 06/19/20 FINDINGS	WE 06/26/20 FINDINGS	RECOMMENDATION/ REMARKS	INITIAL FINDINGS DATE	DUE DATE	DATE COMPLETED	RESPONSE
Cabras Facility	Corroded metals on pipeline walkway	Corroded metals on pipeline walkway	Corroded metals on pipeline walkway	Corroded metals on pipeline walkway	Conduct cleanup	2/7/2020	ASAP		
	Oil spill in trench overflow at Cabras 3&4 generator area near the return tank	Oil spill in trench overflow at Cabras 3&4 generator area near the return tank	Oil spill in trench overflow at Cabras 3&4 generator area near the return tank	Oil spill in trench overflow at Cabras 3&4 generator area near the return tank	Remove oil and conduct cleanup	12/20/2019	ASAP		
	Pile of debris and green waste near the ponding basin & Cabras 3&4 OWS	Pile of debris and green waste near the ponding basin & Cabras 3&4 OWS	Pile of debris and growing vegetation around the ponding basin & Cabras 3&4 OWS	Pile of debris and growing vegetation around the ponding basin & Cabras 3&4 OWS	Remove vegetation asap	2/7/2020	ASAP		
	Metal debris structure near the outfall	Metal debris structure near the outfall	Metal debris structure near the outfall	Metal debris structure near the outfall	Dispose metal structure amd debris	2/7/2020	ASAP		

Weekly BMP Report

WEEKLY BMP REPORT SUMMARY
CABRAS POWER PLANT
MONTH OF JUNE 2020

LEGEND OF TRACKING

- Notification Date
- Within Scheduled Remediation Period
- Completed
- Deadline is Past Due

INSPECTOR: MARVIN POLIARCO

LOCATION	WE 06/05/20 FINDINGS	WE 06/12/20 FINDINGS	WE 06/19/20 FINDINGS	WE 06/26/20 FINDINGS	RECOMMENDATION/ REMARKS	INITIAL FINDINGS DATE	DUE DATE	DATE COMPLETED	RESPONSE
Cabras Facility		Flooding in Cabras 3&4 generator building	CORRECTIVE ACTION COMPLETED		Drain water and conduct cleanup	6/12/2020	ASAP	6/26/2020	
		Oil in the pit of Cabras 3&4 generator building	Oil in the pit of Cabras 3&4 generator building	Oil in the pit of Cabras 3&4 generator building	Remove oil and conduct cleanup	6/12/2020	ASAP		
Outfall	Corroded cooling water discharge metal covers	Corroded cooling water discharge metal covers	Corroded cooling water discharge metal covers	Corroded cooling water discharge metal covers	Remove metal covers	5/29/2020	ASAP		
	Corroded recycle bin	Corroded recycle bin	Corroded recycle bin	CORRECTIVE ACTION COMPLETED	Replace recycle bin	5/29/2020	ASAP		
	Deteriorated containment booms	CORRECTIVE ACTION COMPLETED			Replace containment booms	5/29/2020	ASAP	6/19/2020	

Weekly BMP Report

WEEKLY BMP REPORT SUMMARY
CABRAS POWER PLANT
MONTH OF JUNE 2020

LEGEND OF TRACKING

- Notification Date
- Within Scheduled Remediation Period
- Completed
- Deadline is Past Due

INSPECTOR: MARVIN POLIARCO

LOCATION	WE 06/05/20 FINDINGS	WE 06/12/20 FINDINGS	WE 06/19/20 FINDINGS	WE 06/26/20 FINDINGS	RECOMMENDATION/ REMARKS	INITIAL FINDINGS DATE	DUE DATE	DATE COMPLETED	RESPONSE
Chemical Storage Building (Cabras 1, 2, 3, & 4)	Sulfuric acid spill in chemical storage area	Sulfuric acid spill in chemical storage area	Sulfuric acid spill in chemical storage area	Sulfuric acid spill in chemical storage area	Conduct cleanup	12/20/2019	ASAP		

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T&D SPCC Inspection Report

SUMMARY OF SPCC MONTHLY INSPECTION REPORT
MONTH OF JUNE 2020

LEGEND OF TRACKING

- Notification Date
- Completed
- Within Scheduled Remediation
- Deadline is Past Due

SUBSTATIONS

LOCATIONS	FINDINGS		RECOMMENDATION/REMARKS	STATUS	RESPONSIBLE	COMPLETION DATE	DUE DATE	INITIAL FINDINGS DATE
DEDEDO SUBSTATION	*T-191 & T-192 & T-55*	Rainwater in sec. containment	Remove/drain water				ASAP	February 2020
DEDEDO SUBSTATION WAREHOUSE	*Transformer Storage Area*	Scrap metal at transformer storage area	Schedule disposal/salvage of scrap metal				ASAP	December 2019
MACHECHE SUBSTATION	*Secondary Containment*	NO CORRECTIVE ACTION						
TALOFOFO SUBSTATION	*Secondary Containment*	Water inside containment	Drain water and secure drain valve				ASAP	June 2020
TENJO SUBSTATION	*Facility Area*	NO CORRECTIVE ACTION						
YIGO SUBSTATION	*Secondary Containment*	NO CORRECTIVE ACTION						

Generation SPCC Inspection Report

SUMMARY OF SPCC MONTHLY INSPECTION REPORT
MONTH OF JUNE 2020

LEGEND OF TRACKING

- Notification Date
- Completed
- Within Scheduled Remediation
- Deadline is Past Due

POWER PLANT

LOCATIONS	FINDINGS		RECOMMENDATION/REMARKS	STATUS	RESPONSIBLE	COMPLETION DATE	DUE DATE	INITIAL FINDINGS DATE
CABRAS POWER PLANT	*Supply line 8" from the tank farm*	No secondary containment	Regular monitoring is requred				ASAP	September 2019
	Cylinder and Lube Oil Storage Tanks	Corroded lines	Repair				ASAP	November 2019
	Used Oil Transfer Area	Tank covers of sludge tanks - heavily corroded	Replace sludge tank covers				ASAP	February 2020
	Diesel Tank Concrete Base Pad	Base pad is eroding	Conduct repair				ASAP	May 2020
	LS Pipe Flange and HS-LS Diesel Service Tanks Secondary Containment	Pipeis leaking and oil spill in secondary containment	Conduct repair and clean up				ASAP	May 2020
	Secondary Containment Wall	Damaged	Conduct repair				ASAP	May 2020
	Tank No. 2 By Pass Pipe on Supply Line	Heavily corroded	Replace pass pipe				ASAP	May 2020
	Tank No. 2 Over Fill Line	Corroded	Replace pipeline				ASAP	May 2020
	Pipeline Across Outfall	Corroded	Conduct repair				ASAP	May 2020
	HS, LS Diesel Service Tank Secondary Containment	Water accumulation	Conduct cleanup				ASAP	February 2020
	Tank No. 2	Gauge not secured, brackets are detached	Conduct cleanup				ASAP	June 2020
DEDEDO CT	*OWS Containment*	Rainwater in secondary containment	Drain rainwater				ASAP	May 2020

Generation SPCC Inspection Report (cont.)

SUMMARY OF SPCC MONTHLY INSPECTION REPORT
MONTH OF JUNE 2020

LEGEND OF TRACKING

- Notification Date
- Completed
- Within Scheduled Remediation
- Deadline is Past Due

POWER PLANT

LOCATIONS	FINDINGS		RECOMMENDATION/REMARKS	STATUS	RESPONSIBLE	COMPLETION DATE	DUE DATE	INITIAL FINDINGS DATE
MACHECHE CT	Facility Area	Rainwater in secondary containment	Drain rainwater					
YIGO CT	OWS Sec. Containment	Rainwater and sludge inside containment	Drain rainwater and remove sludge				ASAP	May 2020
MANENGGON DIESEL	Storage Tanks	No identification and label to indicate volume, capacity, etc.	Label and identify tanks	AST tank labelling ongoing			ASAP	May 2020
TALOFOFO DIESEL	Day Tank insidde Engine Room	Tank label missing after paint over	Re-label tanks	AST tank labelling ongoing			ASAP	May 2020
TENJO DIESEL	Generator Room - Day Tanks 1 - 6	Tanks have no label	Identify tanks with labels				ASAP	May 2020
PITI #7 POWER PLANT	Main Fuel Tank	No integrity testing	Integrity testing is required				ASAP	January 2018
	Old Piti Power Plant Area	Improper storage of wood pallets and various items inside storage container	Move or dispose wood pallets and other items				ASAP	February 2020

Production Data
30-Jun-20

SYSTEM											
YEAR	MONTH	# of DAYS	GROSS GENERATION	FUEL CONSUMPTION		GROSS FUEL EFFICIENCY (Target ≥ 15.99 kWh/gal)	COST per GROSS kWh	GROSS HEAT RATE (Baseloads) PUC Target less than 9,600	GROSS HEAT RATE (Peaking) PUC Target less than 13,600	Ave. MW	Peak MW
				(gal)	(bbl)						
2018	Jan	31	147,704,057	9,563,641	227,706	15.44	$ 0.1078	9,755.40	11,029.21	199	246
	Feb	28	131,329,470	8,660,044	206,192	15.16	$ 0.1150	9,763.94	11,125.15	195	241
	Mar	31	144,370,550	9,889,634	235,467	14.60	$ 0.1345	9,183.77	11,853.09	194	244
	Apr	30	142,493,891	9,636,757	229,447	14.79	$ 0.1232	9,558.86	11,901.02	198	247
	May	31	151,201,454	10,120,017	240,953	14.94	$ 0.1342	9,549.70	11,703.13	203	249
	June	30	142,902,259	9,674,924	230,355	14.77	$ 0.1399	9,563.51	11,494.36	198	246
	July	31	139,718,862	9,726,750	231,589	14.36	$ 0.1468	9,647.53	11,909.20	188	242
	Aug	31	141,640,237	9,834,936	234,165	14.40	$ 0.1437	9,817.09	13,623.96	190	238
	Sept	30	129,965,486	9,303,709	221,517	13.97	$ 0.1526	9,383.54	13,625.29	181	240
	Oct	31	149,090,501	10,752,842	256,020	13.87	$ 0.1592	9,870.49	12,783.94	200	243
	Nov	30	139,840,706	9,348,494	222,583	14.96	$ 0.1446	9,772.22	12,091.07	194	241
	Dec	31	144,799,157	9,756,460	232,297	14.84	$ 0.1497	9,443.41	11,943.41	195	237
2019	Jan	31	134,551,799	9,056,271	215,626	14.86	$ 0.1172	9,677.80	11,506.72	181	224
	Feb	28	122,596,954	8,257,791	196,614	14.85	$ 0.1152	9,592.63	11,923.40	182	226
	Mar	31	139,964,506	9,489,626	225,943	14.75	$ 0.1309	9,586.39	12,331.54	188	234
	Apr	30	143,583,892	9,385,611	223,467	15.30	$ 0.1249	9,597.50	11,794.45	199	244
	May	31	154,541,037	10,653,233	253,648	14.51	$ 0.1378	9,854.93	12,008.47	208	254
	June	30	152,035,851	10,394,927	247,498	14.63	$ 0.1378	9,756.34	11,985.93	211	255
	July	31	151,991,559	10,148,056	241,620	14.98	$ 0.1230	9,789.72	11,505.06	204	251
	Aug	31	147,598,476	9,960,397	237,152	14.82	$ 0.1259	9,622.68	11,430.55	198	253
	Sept	30	139,744,390	9,678,417	230,438	14.44	$ 0.1259	10,019.86	11,676.24	194	243
	Oct	31	147,131,892	9,789,114	233,074	15.03	$ 0.1294	9,742.17	12,670.15	198	247
	Nov	30	144,772,854	10,312,356	245,532	14.04	$ 0.1437	9,631.16	12,353.82	201	245
	Dec	31	143,448,641	9,483,024	225,786	15.13	$ 0.0993	9,649.19	11,794.69	193	236
2020	Jan	31	138,041,863	9,188,575	218,776	15.02	$ 0.1286	9,706.87	11,592.61	186	227
	Feb	29	128,740,982	8,519,225	202,839	15.11	$ 0.1226	9,833.72	11,408.84	192	230
	Mar	31	137,889,276	9,112,959	216,975	15.13	$ 0.1034	9,421.93	11,671.89	185	233
	Apr	30	133,331,694	8,843,365	210,556	15.08	$ 0.0847	9,991.96	11,780.63	185	228
	May	31	143,999,526	9,958,957	237,118	14.46	$ 0.0623	10,067.47	12,493.35	194	241
	June	30	145,724,133	9,712,001	231,238	15.00	$ 0.0566	9,939.81	11,940.43	202	244

GUAM POWER AUTHORITY
GOVERNMENT ACCOUNTS RECEIVABLE
Billing up to June 30, 2020 and payments as of 07/17/2020

Current (06/20 Billing due 07/31/20)
30 days Arrears (5/31/20 due 06/30/20)
60 days and over Arrears (04/20 billing due 5/31/20)

CC&B New Acct Numer	DEPARTMENT	CC&B BALANCE 05/31/2020	CANCEL/REBILL/ SPEC CHARGE July 17, 2020	BILLING 06/30/2020	PAYMENT 07/17/2020	CC&B BALANCE 07/17/2020	AGING 0-30 Days	31-60 Days	61-90 Days	91-120 Days	>120 Days	Total
	Line Agencies											
1073430238	Dept. of Corrections	146,793.37	-	68,610.87	(146,793.37)	68,610.87	$ 68,610.87	$ -	$ -	$ -	$ -	$ 68,610.87
0040515913	Dept. of Parks & Rec.	37,509.42	-	12,245.30	(37,509.42)	12,245.30	$ 12,145.51	$ 99.79	$ -	$ -	$ -	$ 12,245.30
0453170939	Guam Fire Department	32,767.79	-	15,230.77	(32,767.79)	15,230.77	$ 15,230.77	$ -	$ -	$ -	$ -	$ 15,230.77
8564647941	DOA Supply Mgmt (NET METERED)	2,114.35	-	1,066.98	(2,114.35)	1,066.98	$ 1,066.98	$ -	$ -	$ -	$ -	$ 1,066.98
4211873236	Dept. of Administration	6,296.69	34.00	2,974.23	(6,296.69)	3,008.23	$ 3,008.23	$ -	$ -	$ -	$ -	$ 3,008.23
4554808900	Nieves Flores Library	16,933.16	-	9,980.81	(16,933.16)	9,980.81	$ 8,546.40	$ 1,434.41	$ -	$ -	$ -	$ 9,980.81
9541109130	General Services Agency	492.17	-	237.46	(492.17)	237.46	$ 237.46	$ -	$ -	$ -	$ -	$ 237.46
1621790133	DOA-Data Processing	16,997.66	-	7,871.13	(16,997.66)	7,871.13	$ 7,871.13	$ -	$ -	$ -	$ -	$ 7,871.13
1896187753	Dept. of PH&SS	71,708.51	-	36,737.76	(71,708.51)	36,737.76	$ 36,737.76	$ -	$ -	$ -	$ -	$ 36,737.76
7252821074	Dept. of Education	4,310,182.85	-	729,888.57	(2,041,277.63)	2,998,793.79	$ 729,888.57	$ 750,439.89	$ 757,591.18	$ 760,874.15	$ -	$ 2,998,793.79
0266069082	Guam Police Department	88,778.69	-	40,815.83	-	129,594.52	$ 40,815.83	$ 43,436.58	$ 45,342.11	$ -	$ -	$ 129,594.52
6069461950	Dept of Youth Affairs (Federal)	361.64	-	462.25	(120.78)	703.11	$ 462.25	$ 240.86	$ -	$ -	$ -	$ 703.11
2913461537	Dept. of Youth Affair* (Local)	23,308.65	-	11,432.83	(11,398.04)	23,343.44	$ 11,432.83	$ 11,910.61	$ -	$ -	$ -	$ 23,343.44
3404311949	Guam Environmental Protect	11,462.66	-	5,953.17	(5,307.11)	12,108.72	$ 5,953.17	$ 6,155.55	$ -	$ -	$ -	$ 12,108.72
3227759982	Mental Health/Subst.	80,482.39	-	37,444.47	(82,238.24)	35,688.62	$ 35,688.62	$ -	$ -	$ -	$ -	$ 35,688.62
6841080463	Guam Behavioral Health & Wellness	5,658.13	-	1,896.33	(3,902.28)	3,652.18	$ 1,896.33	$ 1,755.85	$ -	$ -	$ -	$ 3,652.18
0070861777	Veteran Affairs	3,436.35	-	1,770.47	(3,436.35)	1,770.47	$ 1,770.47	$ -	$ -	$ -	$ -	$ 1,770.47
6243861917	Guam Veterans Affairs Office	0.00				0.00						$ -
8300435373	Civil Defense (Military Affairs)	57,916.96	-	9,831.80	(57,916.96)	9,831.80	$ 9,831.80	$ -	$ -	$ -	$ -	$ 9,831.80
7813165805	Pacific Energy Resource Center	382.02	-	508.53	-	890.55	$ 508.53	$ 188.79	$ 193.23	$ -	$ -	$ 890.55
1595188609	Dept. of Agriculture	15,423.00	-	8,144.94	(15,423.00)	8,144.94	$ 8,144.94	$ -	$ -	$ -	$ -	$ 8,144.94
2535590089	DPW-FAC Adm Account	79,239.29	-	26,501.42	(73,404.27)	32,336.44	$ 26,501.42	$ 5,800.82	$ 34.20	$ -	$ -	$ 32,336.44
7928924534	Guam Visitors Bureau	10,293.42	-	3,708.07	(10,293.42)	3,708.07	$ 3,708.07	$ -	$ -	$ -	$ -	$ 3,708.07
7663706771	Yona Senior Citizen Center	1,293.41	-	616.05	-	1,909.46	$ 616.05	$ 592.33	$ 701.08	$ -	$ -	$ 1,909.46
4129948191	Dept of Chamorro Affairs/Chamorro Village	7,562.09	-	2,566.33	(2,811.41)	7,317.01	$ 2,566.33	$ 2,401.52	$ 2,326.98	$ 22.18	$ -	$ 7,317.01
3558733700	Dept of Chamorro Affairs/Chamorro Village (NET METER)	422.55	-	140.85	(140.85)	422.55	$ 140.85	$ 140.85	$ 140.85	$ -	$ -	$ 422.55
5247210000	Mayors Council	51,420.68	-	6,136.64	(51,420.68)	6,136.64	$ 6,136.64	$ -	$ -	$ -	$ -	$ 6,136.64
6293410000	Office of the Governor	43,557.55	-	21,088.47	(43,726.16)	20,919.86	$ 20,919.86	$ -	$ -	$ -	$ -	$ 20,919.86
8555858369	Dept of Chamorro Affairs (Guam Museum)	54,634.34	-	16,258.41	-	70,892.75	$ 16,258.41	$ 17,134.22	$ 17,579.76	$ 19,920.36	$ -	$ 70,892.75
1099514147	Dept of Chamorro Affairs/Repository	666.25	-	327.64	-	993.89	$ 327.64	$ 322.78	$ 343.47	$ -	$ -	$ 993.89
	Sub Total	**5,178,096.04**	**34.00**	**1,080,448.38**	**(2,734,430.30)**	**3,524,148.12**	**$ 1,077,023.72**	**$ 842,054.85**	**$ 824,252.86**	**$ 780,816.69**	**$ -**	**$ 3,524,148.12**
	MAYORS											
3832327736	Santa Rita Mayor	5,557.90	-	2,476.79	(5,557.90)	2,476.79	$ 2,476.79	$ -	$ -	$ -	$ -	$ 2,476.79
9351070242	Ordot/Chalan Pago Mayor	1,309.11	-	1,010.79	(1,309.11)	1,010.79	$ 1,010.79	$ -	$ -	$ -	$ -	$ 1,010.79
6393530237	Hagatna Mayor	1,068.98	-	911.23	(1,068.98)	911.23	$ 911.23	$ -	$ -	$ -	$ -	$ 911.23
3293808984	Piti Mayor	1,930.53	50.00	862.67	(1,930.53)	912.67	$ 912.67	$ -	$ -	$ -	$ -	$ 912.67
8715052935	Mongmong/Toto/Maite Mayor	2,444.64	-	1,394.75	(1,315.88)	2,523.51	$ 1,394.75	$ 1,128.76	$ -	$ -	$ -	$ 2,523.51
0492244686	Asan/Maina/Adelup Mayor	1,902.22	-	1,265.20	(1,902.22)	1,265.20	$ 1,265.20	$ -	$ -	$ -	$ -	$ 1,265.20
8433959204	Sinajana Mayor	4,432.70	-	2,648.74	(4,432.70)	2,648.74	$ 2,648.74	$ -	$ -	$ -	$ -	$ 2,648.74
8041715847	Dededo Mayor	9,693.28	-	5,190.79	(9,693.28)	5,190.79	$ 5,190.79	$ -	$ -	$ -	$ -	$ 5,190.79
7037924246	Yigo Mayor	5,344.75	-	2,750.75	(5,344.75)	2,750.75	$ 2,750.75	$ -	$ -	$ -	$ -	$ 2,750.75
7202265287	Umatac Mayor	2,102.06	0.06	1,021.75	(2,102.06)	1,021.81	$ 1,021.81	$ -	$ -	$ -	$ -	$ 1,021.81
8472200165	Agana Hts. Mayor	5,625.54		2,999.17	(5,636.40)	2,988.31	$ 2,988.31	$ -	$ -	$ -	$ -	$ 2,988.31
4469579998	Merizo Mayor	1,305.34	-	779.52	(1,305.34)	779.52	$ 779.52	$ -	$ -	$ -	$ -	$ 779.52
5763167341	Barrigada Mayors Office	3,519.76	-	2,101.70	(3,519.76)	2,101.70	$ 2,101.70	$ -	$ -	$ -	$ -	$ 2,101.70
7247791682	Agat Mayor	4,126.28	-	2,138.60	(4,126.28)	2,138.60	$ 1,956.91	$ 181.69	$ -	$ -	$ -	$ 2,138.60
6078244037	Inarajan Mayor	4,625.94	-	2,500.35	(4,625.94)	2,500.35	$ 2,500.35	$ -	$ -	$ -	$ -	$ 2,500.35
6957205325	Tamuning Mayor	9,969.12	-	4,774.79	(9,969.12)	4,774.79	$ 4,774.79	$ -	$ -	$ -	$ -	$ 4,774.79
1880297633	Talofofo Mayor	3,590.30	-	1,777.60	(3,590.30)	1,777.60	$ 1,777.60	$ -	$ -	$ -	$ -	$ 1,777.60
3631627996	Mangilao Mayor	7,131.24	-	3,620.90	(7,131.24)	3,620.90	$ 3,620.90	$ -	$ -	$ -	$ -	$ 3,620.90
1837525565	Yona Mayor	1,829.97	-	978.05	(1,829.97)	978.05	$ 978.05	$ -	$ -	$ -	$ -	$ 978.05
	Sub Total	**$ 77,509.66**	**$ 50.06**	**$ 41,204.14**	**$ (76,391.76)**	**$ 42,372.10**	**$ 41,061.65**	**$ 1,310.45**	**$ -**	**$ -**	**$ -**	**$ 42,372.10**
	DPW ACCOUNTS											
3045433600	DPW-Village St. Lights	985,598.59	(729.62)	301,651.36	(624,194.83)	662,325.50	$ 300,220.04	$ 304,595.47	$ 57,121.93	$ 388.06	$ -	$ 662,325.50
0930959866	DPW- Primary St. Lights	312,947.09	-	68,027.82	(136,962.58)	244,012.33	$ 68,127.82	$ 66,478.28	$ 70,384.30	$ 39,021.93	$ -	$ 244,012.33
3088040552	DPW-Sec/Coll St. Lights	64,157.31	-	18,396.02	(37,941.55)	44,611.78	$ 18,396.02	$ 18,520.69	$ 7,594.62	$ 100.45	$ -	$ 44,611.78
0832698062	DPW-Signal Lights	27,631.71	-	8,478.74	(27,631.71)	8,478.74	$ 8,478.74	$ -	$ -	$ -	$ -	$ 8,478.74
	Sub Total	**$ 1,390,334.70**	**$ (729.62)**	**$ 396,553.94**	**$ (826,730.67)**	**$ 959,428.35**	**$ 395,222.62**	**$ 389,594.44**	**$ 135,100.85**	**$ 39,510.44**	**$ -**	**$ 959,428.35**

GUAM POWER AUTHORITY
GOVERNMENT ACCOUNTS RECEIVABLE
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Current (06/20 Billing due 07/31/20)
30 days Arrears (5/31/20 due 06/30/20)
60 days and over Arrears (04/20 billing due 5/31/20)

CC&B New Acct Numer	DEPARTMENT	CC&B BALANCE 05/31/2020	CANCEL/REBILL/ SPEC CHARGE July 17, 2020	BILLING 06/30/2020	PAYMENT 07/17/2020	CC&B BALANCE 07/17/2020	AGING 0-30 Days	31-60 Days	61-90 Days	91-120 Days	>120 Days	Total
	(B) AUTONOMOUS/PUBLIC CORP											
1540692986	Retirement Fund	11,060.35	-	5,431.10	(11,106.97)	5,384.48	$ 5,384.48	$ -	$ -	$ -	$ -	$ 5,384.48
0563872892	Guam Housing Corp Rental Division	933.41	-	951.17	(933.41)	951.17	$ 731.94	$ 219.23	$ -	$ -	$ -	$ 951.17
5434075703	University of Guam	144,902.32	-	136,371.41	(281,273.73)	-	$ -	$ -	$ -	$ -	$ -	$ -
7736362694	Guam Airport Authority	327,207.23	-	308,478.19	(327,207.23)	308,478.19	$ 305,069.43	$ 3,408.76	$ -	$ -	$ -	$ 308,478.19
5357510000	University of Guam (NET METERED)	59,180.14	-	57,306.00	(116,486.14)	-	$ -	$ -	$ -	$ -	$ -	$ -
1699407298	G H U R A	11,020.31	-	22,066.86	-	33,087.17	$ 14,491.71	$ 18,468.59	$ 126.87	$ -	$ -	$ 33,087.17
6518220019	Guam Community College	37,774.09	-	37,127.08	(37,774.09)	37,127.08	$ 37,127.08	$ -	$ -	$ -	$ -	$ 37,127.08
8302337726	Guam Memorial Hospital	18,512.72	-	24,549.15	(18,512.72)	24,549.15	$ 24,281.57	$ 267.58	$ -	$ -	$ -	$ 24,549.15
8426836906	Guam Memorial Hospital (NET METERED)	122,816.64	-	110,591.48	(122,816.64)	110,591.48	$ 109,638.07	$ 953.41	$ -	$ -	$ -	$ 110,591.48
4474308144	Port Authority of Guam	77,609.09	-	71,377.15	(77,609.09)	71,377.15	$ 71,377.15	$ -	$ -	$ -	$ -	$ 71,377.15
9157510000	Guam Community College (NET METERED)	22,973.90	-	22,746.43	(22,973.90)	22,746.43	$ 22,746.43	$ -	$ -	$ -	$ -	$ 22,746.43
9173210000	Guam Solid Waste Authority	5,454.88	-	5,250.53	(5,454.88)	5,250.53	$ 5,250.53	$ -	$ -	$ -	$ -	$ 5,250.53
0838495949	Guam Waterworks Authority	1,100,543.71	50.00	998,251.35	(1,100,593.71)	998,251.35	$ 971,827.28	$ 26,424.07	$ -	$ -	$ -	$ 998,251.35
4075914809	GPA	-	(73,477.17)	73,477.17		-	$ -	$ -	$ -	$ -	$ -	$ -
9699497595	GUAM POWER AUTHORITY - WAKE ST LT	$ 221.44	$ -	$ -	$ -	221.44	$ -	$ -	$ -	$ -	$ 221.44	$ 221.44
	Sub Total	**$ 1,940,210.23**	**$ (73,427.17)**	**$ 1,873,975.07**	**$ (2,122,742.51)**	**$ 1,618,015.62**	**$ 1,567,925.67**	**$ 49,741.64**	**$ 126.87**	**$ -**	**$ 221.44**	**$ 1,618,015.62**
	(C) OTHERS											
7541928173	Guam Legislature	299.90	-	153.07	(452.97)	-	$ -	$ -	$ -	$ -	$ -	$ -
9503154359	Guam Legislature (NET METERED)	6,876.74	-	6,819.30	(13,696.04)	-	$ -	$ -	$ -	$ -	$ -	$ -
8353274954	Superior Court of Guam	45,867.05	25.00	45,798.74	(45,867.05)	45,823.74	$ 45,823.74	$ -	$ -	$ -	$ -	$ 45,823.74
8108458168	Guam Post Office (Agana)	4,478.82	-	4,823.95	(9,302.77)	-	$ -	$ -	$ -	$ -	$ -	$ -
8972267005	Customs & Quarantine Agency	1,262.04	-	691.61	(1,262.04)	691.61	$ 691.61	$ -	$ -	$ -	$ -	$ 691.61
4530787043	U.S. Post Office	32,498.80	-	32,718.18	(65,216.98)	-	$ -	$ -	$ -	$ -	$ -	$ -
8607446612	Dept. of Military Affairs	132,263.73	-	66,484.21	(132,263.73)	66,484.21	$ 66,484.21	$ -	$ -	$ -	$ -	$ 66,484.21
3209463043	Dept. of Military Affairs (NET METERED)	31,928.30	-	13,861.02	(31,928.30)	13,861.02	$ 13,861.02	$ -	$ -	$ -	$ -	$ 13,861.02
6000770566	KGTF	11,796.54	-	5,469.81	(5,930.52)	11,335.83	$ 5,469.81	$ 5,832.73	$ 33.29	$ -	$ -	$ 11,335.83
6602566745	Tamuning Post Office	4,766.57	-	4,610.11	(4,766.57)	4,610.11	$ 4,610.11				$ -	$ 4,610.11
	Sub Total	**$ 272,038.49**	**$ 25.00**	**$ 181,430.00**	**$ (310,686.97)**	**$ 142,806.52**	**$ 136,940.50**	**$ 5,832.73**	**$ 33.29**	**$ -**	**$ -**	**$ 142,806.52**
	GRAND TOTAL	**$ 8,858,189.12**	**$ (74,047.73)**	**$ 3,573,611.53**	**$ (6,070,982.21)**	**$ 6,286,770.71**	**$ 3,218,174.16**	**$ 1,288,534.11**	**$ 959,513.87**	**$ 820,327.13**	**$ 221.44**	**$ 6,286,770.71**