



**CONSOLIDATED COMMISSION ON UTILITIES**

Guam Power Authority | Guam Waterworks Authority  
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | [guamccu.org](http://guamccu.org)

**GUAM POWER AUTHORITY WORK SESSION**

***CCU Conference Room***

***4:00 p.m., September 19, 2017***

**AGENDA**

**1. ISSUES FOR DECISION**

- 1.1 [Approval of Zero Tolerance Drug Policy/ Resolution No. 2017-29](#)
- 1.2 [Ratification of Poll Vote on Approval of FY'2018 Budget/Resolution No. 2017-35](#)
- 1.3 [Relative to the Creation and Addendum of CTP List of Positions and Adoption of Market Update for GPA & GWA/ Resolution No. 2017-38](#)
- 1.4 [Approval of the Bid for 180 MW Power Plant/Resolution No. 2017-39](#)
- 1.5 [New RFO Fuel Supply Contract/Resolution No. 2017-40](#)
- 1.6 [ULSD Contract Extension/Resolution No. 2017-41](#)

**2. GM REPORT**

- 2.1 [Updates](#)

**3. ISSUES FOR DISCUSSION**

- 3.1 [NRG Contract Buyout](#)
- 3.2 [GPWA One Customer Initiative](#)

**4. DIVISION REPORTS**

- 4.1 [Administration: Customer Service, HR, Procurement & Safety](#)
- 4.2 [Engineering & Technical: Engineering, IT, Planning & Regulatory, SPORD](#)
- 4.3 [Finance Reports](#)
- 4.4 [Operations: Facilities, Generation, PSCC, T&D, Transportation](#)
- 4.5 [Public Information Office](#)

**5. ANNOUNCEMENTS**

- 5.1 [Next CCU Meeting: GWA Work Session – Sept. 21; Regular Meeting - Sept. 26](#)

**6. ADJOURNMENT**



**GUAM POWER AUTHORITY**  
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## **Issues for Decision**

### **Resolution No. 2017-29:**

#### **APPROVAL OF ZERO TOLERANCE DRUG-AND ALCOHOL-FREE WORKPLACE POLICY**

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

The CCU has directed GPA and GWA to review its drug testing policies to ensure that the Agency maintains a drug- and alcohol-free workplace. GPA and GWA have drafted a new unified DRUG- AND ALCOHOL-FREE WORKPLACE policy that makes changes from the previous policy that allowed employees to a complete a drug treatment program, and remain employed provided they successfully completed a drug treatment program. GPA and GWA recognize that while the previous policies provided counseling and treatment to employees, it does not deter employee drug and/or alcohol use and its adverse effects on job performance in the workplace.

The new draft DRUG- AND ALCOHOL-FREE WORKPLACE POLICY provides for a zero-tolerance drug policy, such that if an employee tests positive for drugs they will be terminated as an employees of GPA and GWA. To ensure a drug-free workplace, every employee shall be tested for illicit drugs at least once a year. The management has provided notice, informational sessions, and solicited comments from GPA & GWA employees, including supervisors and managers regarding the new draft DRUG-AND ALCOHOL-FREE WORKPLACE policy.

Management of GPA and GWA request the Consolidated Commission on Utilities to adopt the draft unified DRUG- AND ALCOHOL-FREE WORKPLACE policy as follows:

1. The unified DRUG- AND ALCOHOL-FREE WORKPLACE policy for GPA and GWA is hereby adopted to include employees of GPA and GWA.
2. All Consolidated Commission on Utilities members and employees shall be subject to the DRUG- AND ALCOHOL-FREE POLICY, and accordingly, will be placed in the employee population for random testing.
3. This policy shall be effective for the Guam Power Authority and the Consolidated Commission on Utilities on October 1, 2017.
4. This policy shall be effective for the Guam Waterworks Authority upon completion of the Guam Administrative Adjudication Act process.



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**GPA RESOLUTION NO. 2017-29**  
**GWA RESOLUTION NO. 42-FY2017**

**ADOPTION AND IMPLEMENTATION OF A UNIFIED ZERO TOLERANCE DRUG- AND ALCOHOL-FREE  
WORKPLACE POLICY FOR THE GUAM POWER AUTHORITY AND THE GUAM WATERWORKS AUTHORITY**

**WHEREAS**, it is the policy of the Guam Power Authority and Guam Waterworks Authority to provide a safe, healthy and secure work environment for all employees. It is also the policy of GPA and GWA to ensure that all employees perform their job duties in a safe, efficient and productive manner; and

**WHEREAS**, the CCU has directed GPA and GWA to review its drug testing policies to ensure that the Agency maintains a drug- and alcohol-free workplace; and

**WHEREAS**, GPA and GWA have drafted a new unified DRUG- AND ALCOHOL-FREE WORKPLACE policy that makes changes from the previous policy that allowed employees to complete a drug treatment program, and remain employed provided they successfully completed a drug treatment program; and

**WHEREAS**, GPA and GWA recognize that while the previous policies provided counseling and treatment to employees, it does not deter employee drug and/or alcohol use and its adverse effects on job performance in the workplace; and

**WHEREAS**, the new draft DRUG- AND ALCOHOL-FREE WORKPLACE POLICY provides for a zero-tolerance drug policy, such that if an employee tests positive for drugs they will be terminated as an employee of GPA and GWA; and

**WHEREAS**, to ensure a drug-free workplace, every employee shall be tested for illicit drugs at least once a year; and

**WHEREAS**, management has provided notice, informational sessions, and solicited comments from GPA & GWA employees, including supervisors and managers regarding the new draft DRUG- AND ALCOHOL-FREE WORKPLACE policy; and

**WHEREAS**, management of GPA and GWA request the Consolidated Commission on Utilities to adopt the draft unified DRUG- AND ALCOHOL-FREE WORKPLACE policy.

**NOW, THEREFORE, BE IT RESOLVED**, by the CONSOLIDATED COMMISSION ON UTILITIES as follows:

- 32 1. The unified DRUG- AND ALCOHOL-FREE WORKPLACE policy for GPA and GWA is hereby  
33 adopted to include employees of GPA and GWA.  
34 2. All Consolidated Commission on Utilities members and employees shall be subject to  
35 the DRUG- AND ALCOHOL-FREE POLICY, and accordingly, will be placed in the employee  
36 population for random testing.  
37 3. This policy shall be effective for the Guam Power Authority and the Consolidated  
38 Commission on Utilities on October 1, 2017.  
39 4. This policy shall be effective for the Guam Waterworks Authority upon completion of  
40 the Guam Administrative Adjudication Act process.

41 **RESOLVED**, that the Chairman of the Commission certifies and the Secretary of the Commission  
42 attests the adoption of this Resolution. **DULY and REGULARLY ADOPTED AND APPROVED**  
43 **THIS 26<sup>th</sup> day of SEPTEMBER, 2017.**

44

45 **Certified By:**

**Attested By:**

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50 **JOSEPH T. DUENAS**

**J. GEORGE BAMBA**

51 Chairperson

Secretary

52 Consolidated Commission on Utilities

Consolidated Commission on Utilities

53

54 **I, J. George Bamba**, Board Secretary of the Consolidated Commission on Utilities  
55 (CCU), as evidenced by my signature above do hereby certify as follows:

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

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61 AYES: \_\_\_\_\_

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63 NAYS: \_\_\_\_\_



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ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



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**GUAM POWER and GUAM WATERWORKS AUTHORITY (GPWA)**  
**Drug and Alcohol Free Workplace Policy**

**Statement of Policy**

It is the policy of the GPWA to provide a safe, healthy and secure work environment for all employees. It is also the policy of the GPWA to ensure that all employees perform their job duties in a safe, efficient and productive manner. In an effort to ensure that Department Head, Managers and Supervisors continue to be informed and educated on GPWA's Drug and Alcohol policies, updated training will be required every two years. All new employees and any employee who is hired or promoted into a supervisory position must receive training on this policy within sixty (60) days of hire or promotion. Finally, it is the policy of the GPWA to ensure that its equipment and facilities are maintained and utilized appropriately so as not to pose a risk of harm. The use of drugs and the misuse of alcohol are inconsistent with these policies. Accordingly, to protect the health, safety and welfare of employees, citizens, visitors and persons who interact with GPWA employees during the course and scope of their employment, GPWA has adopted this Drug and Alcohol Free Workplace Policy which shall be strictly enforced.

**Enforcement Date**

This policy will go into effect on October 1, 2017 and will apply to all employees of GPWA regardless of status or classification. Upon the effective date, the policy will be strictly enforced and **will not** allow any employee entry into the Employee Assistance Program upon voluntary identification by himself or herself as a user of drugs or abuser of alcohol.

**Prohibited Conduct**

The following violations of the Drug and Alcohol Free Workplace Policy constitute gross misconduct and shall result in severe disciplinary action up to and including dismissal:

1. Unauthorized use, possession, sale, or solicitation for ~~purchase~~/sale of drugs or alcohol on GPWA property or while the employee is on duty.

2. Hindering, obstructing or refusing to cooperate or participate in any investigation involving suspected violations of this policy. This includes, but is not limited to, providing false, misleading or incomplete information in response to any inquiry from a supervisor related to a suspected violation of this policy. It also includes refusing to undergo a drug or alcohol test(s).

a) Refusal by an applicant to sign a consent form will be considered a refusal to submit to a drug and/or alcohol test as a condition of employment and will be considered the equivalent of receiving a confirmed "positive" result for employment and disqualification purposes. Such applicant will have his/her name removed from the certified list of eligibles and the position eligibility listing.

b) Refusal by an employee to sign a consent form will be considered a refusal to submit to a drug and/or alcohol test as a condition of employment and will be considered the equivalent of receiving a confirmed "positive" result.

3. Hindering, delaying or obstructing a drug or alcohol test(s), including but not limited to, tampering with a sample or interfering in any way with the chain of custody.

4. Reporting to work or engaging in any work activity whatsoever on behalf of the GPWA in a condition which could pose a threat of harm to the employee or any other person, or reporting to or engaging in any work on behalf of the GPWA in a condition which could impair the ability to satisfactorily perform any essential function of the job, due to the use of drugs or misuse of alcohol. Should any detectable amount of drugs, or alcohol in a concentration of 0.04 breath alcohol content (BAC) or greater be established, the employee is in violation of the GPWA Drug & Alcohol Free Workplace Policy. No employee shall perform their job functions within four hours after using alcohol.

5. Abusing or misusing prescription drugs or over-the-counter medication when such conduct could reasonably interfere with the safe or satisfactory performance of any essential job function. This includes, but is not limited to, the use, possession, sale or solicitation for the purpose of purchase or sale any prescription medication for which the employee lacks a valid prescription.

### **Prohibited Substances**

1. "Drugs" refers to marijuana, cocaine, amphetamines, opiates (including heroin and codeine), phencyclidine, and all other "controlled

substances” as defined in Title 9 GCA Chapter 67 Guam Uniform Controlled Substances Act.

2. “Alcohol” includes any beverage or substance containing alcohol manufactured for the primary purpose of personal consumption.
3. “Prescription drugs” means any substance, which is attainable only by lawful prescription from a physician.
4. “Over-the-counter medication” includes any substance which does not require a prescription but has the capacity to affect a person physically, mentally, or emotionally or which could otherwise affect a person’s ability to safely perform his/her duties.

#### **When Testing is Required**

1. All competitive and non-competitive recruitments within GPWA will be tested after a conditional offer of employment has been extended. Drug testing will be required for but, not limited to the following:

- a) **Pre-Employment (Probational/Unclassified/Exempt/Provisional/Temporary):** Applicants for positions within GPWA will be tested after a conditional offer of employment has been extended. An applicant who refuses a drug test(s) or who tests positive, shall not be extended a final offer of employment.
- b) **Promotions, Transfers, Reclassification:** Employees within GPWA will be tested upon the General Manager’s approval for selection/reclassification. An employee who refuses a drug test(s) or who tests positive shall be subject to disciplinary action up to and including dismissal.

Except for emergency situations, applicants and employees will not be permitted to reschedule drug testing after they are notified that such testing is scheduled.

2. **Random Testing:** All positions at GPWA shall be subject to random testing as follows:
  - A) Tests will be ordered on a random, unannounced basis from the entire population of GPWA employees.
    - a) A scientifically valid method such as a random number table or a computer-based random number generator will be used to select

employees, thereby allowing each employee an equal chance of being tested each quarter.

b) At least 25% of the employees will be selected for drug testing, and at least 25% of employees for breath alcohol testing each quarter of the testing year.

c) An employee's name will remain in the potential testing population after being selected so that every employee will have an equal chance of being tested each time selections are made. Therefore, it is possible that any employee, who is randomly selected for testing, may be randomly selected again during every quarter.

d) Every employee selected for random testing must be tested unless that employee is excused by the General Manager for reasons such as long-term leave, disability or termination of employment.

B) GPWA reserves the right to increase or decrease the frequency of testing based on the needs of each utility, availability of resources, and experience in the program, consistent with the duty to achieve a drug free workplace.

3. **Follow-up Testing:** The GPWA General Manager reserves the right to require an employee to submit to subsequent drug testing as necessary, during the authorized treatment program, and for 12 months after the program ends. A certification of completion from the treating agency must be submitted to the Human Resources office to demonstrate a successful completion of the treatment program.

4. **Return to Duty Testing:** Employees who are absent from work without approval for more than fifteen calendar (15) days shall be tested for drugs immediately after to returning to work and before performing any job duties.

5. **Reasonable Suspicion:** All employees will be subject to testing when there is reasonable suspicion that the employee has used drugs or misused alcohol in violation of this policy. Grounds for reasonable suspicion testing shall include, but not be limited to:

a) Personal observation of the employee's job performance, appearance, behavior, speech or odor which causes reasonable suspicion that the employee (i) is impaired by drugs or alcohol, (ii) has used drugs or alcohol while on duty, (iii) or poses a threat to

personal safety or others due to the use of drugs or misuse of alcohol in violation of this policy.

b) Specific and objective facts indicating that an employee's drug or alcohol use may have caused or been a contributing factor to an on-duty motor vehicle accident. An alcohol test(s) should be completed within two (2) hours of the accident and a drug test(s) within twenty-four (24) hours of the accident. The following facts, if present, may independently or collectively, depending upon the circumstances, give rise to reasonable suspicion:

- (1) the appearance, behavior, speech or odor of the employee immediately prior to or after the accident;
- (2) the employee left the scene or attempted to leave the accident scene without legal authority or permission to do so;
- (3) the employee acted contrary to a safety rule, established safety practice or otherwise engaged in demonstrably unsafe behavior for which there is no reasonable explanation;
- (4) the employee was arrested or received a traffic citation;
- (5) the employee or any person received medical attention as a result of the accident;
- (6) the employee has been involved, as a contributing factor, in a pattern of repetitive on-duty motor vehicle accidents whether they involved actual or potential injury.

c) Specific and objective facts indicating that an employee's drug or alcohol use may have caused or been a contributing factor to an on the job accident. An alcohol test(s) should be completed within two (2) hours of the accident and a drug test(s) within forty-eight (48) hours of the accident. The following facts, if present, may independently or collectively, depending on the circumstances, give rise to reasonable suspicion:

- (1) The appearance, behavior, speech or odor of the employee immediately prior to or after the accident;
- (2) The employee left the accident scene or attempted to leave the accident scene without legal authority or authorization to do so, or failed to report the accident to the appropriate

individual or otherwise attempted to keep appropriate persons from learning about the accident or the extent of the accident;

(3) The employee acted contrary to a safety rule, established safety practices or otherwise engaged in demonstrably unsafe behavior without a reasonable explanation;

(4) The employee or any other person received medical attention because of the accident;

(5) The employee has been involved as a contributing factor in a pattern of on-duty accidents whether or not they involved actual or potential injury.

d) Drugs, drug paraphernalia, alcohol or containers indicating the presence of drugs or alcohol are observed or discovered in a location in which the employee had primary control or access, including but not limited to, desks, lockers, equipment, machines or vehicles. The employee must have accessed the location within eight (8) hours prior to the discovery of such items.

6. **Consent:** By acknowledging receipt of this Policy in writing, the employee is providing his or her consent to any and all testing required to comply with the Policy.

#### **Who May Request a Reasonable Suspicion Drug or Alcohol Test(s)**

1. Any supervisor who has received training in the signs and symptoms of drug and alcohol use and impairment may request an employee to undergo a reasonable suspicion test(s) for drugs or alcohol based upon (i) the personal observation of the employee by the trained individual, or (ii) personal observation of the employee by another employee who has fully disclosed the observations to the trained individual, or (iii) observation of the employee by a nurse or physician engaged in the treatment or evaluation of a work related injury who has disclosed such observation to the trained individual.

2. Any untrained supervisor may request a reasonable suspicion test(s) for drugs or alcohol based upon his personal observation of the employee, under the following circumstances:

a) The employee has been independently observed by a trained supervisor, or

b) A trained supervisor has reviewed the underlying facts and agrees that reasonable suspicion exists to require a test.

3. Any supervisor, personnel of managerial capacity, or personnel of the Safety and Human Resources Divisions trained in detecting drug and alcohol impairment, may request a reasonable suspicion drug or alcohol test(s) following a work-related accident based upon personal observation of the employee or upon review of the specific and objective facts underlying the accident.

### **Procedure**

1. Whenever there is reasonable suspicion to require a drug or alcohol test(s) under this policy, the General Manager, department/division heads or designees and Human Resources shall be notified of the circumstances necessitating the test(s) as soon as possible.

2. All circumstances causing reasonable suspicion to require a drug or alcohol test(s) shall be fully documented by the supervisor(s) and/or managerial personnel all appropriate witnesses as soon as possible.

3. All GPWA-issued equipment, property and facilities, including but not limited to, desks, lockers, and vehicles (collectively "materials") are subject to inspection at any time and for any reason. No employee shall have any privacy interest whatsoever in any GPWA issued materials. No personal property may be searched unless the owner of the property has consented or a search is otherwise legally permissible.

4. Alcohol screening will be conducted using a federally approved evidential breath-testing device. An initial screening test of one (1) breath sample will be conducted first, and if an initial test detects any level of alcohol, a second confirmation test of one (1) additional breath sample will be completed.

5. Testing will be performed by a certified, licensed forensic laboratory. Drug test methods, collection, security and chain of custody procedures will conform to federal regulations. The drug test will include marijuana, cocaine, amphetamines, methamphetamines, opiates (including heroin and codeine), and phencyclidine (PCP). All specimens identified as positive for illegal drugs on the initial screening will be confirmed using the gas chromatography/mass spectrometry technique.



6. All positive test results for drugs will be interpreted by a physician approved by GPWA as a medical review officer (MRO) before the results are reported to the GPWA. Prior to notifying GPWA, the MRO will make reasonable efforts to contact the employee for the purpose of allowing the employee to offer an alternative medical explanation for the positive test result. If the MRO is able to contact the employee and determines there is a legitimate medical explanation for the positive test, the result will be communicated as negative to GPWA. The MRO's inability to contact the employee before providing test results to the GPWA will not void the test result or make the test result unusable in any subsequent disciplinary action. Because the employee is present for interpretation of an alcohol test, the procedure concerning prior notification by the MRO is not applicable.

7. Upon notification by the MRO of a verified positive result for drugs, the employee may request that the remaining portion of his split specimen undergo a second confirmation test at his expense at a laboratory of his choice. If the test conducted by the laboratory selected by the employee is negative for the presence of drugs, a third test may be made at GPWA's sole expense at a separate facility of its own choosing. The results of the third facility will be determinative. If the results from the third facility are negative, all prior positive tests will be disregarded and shall not be the basis for any disciplinary or adverse action.

8. The GPWA will make reasonable efforts to notify the employee of a positive drug test within five (5) days from the date it receives the test results. Because the results of a breath alcohol test are immediately available, this provision will not apply to alcohol tests conducted in such a manner.

9. Any employee ordered to be tested, based upon reasonable suspicion, shall be immediately removed from duty, escorted to the testing facility and taken home (unless other suitable arrangements have been made to transport the employee including calling a cab). The employee shall turn in keys to a GPWA vehicle, building or office, their identification badge or any other property belonging to the GPWA. The employee shall be placed on paid administrative leave pending the results of the test.

10. An employee who tests positive for drugs or alcohol shall immediately be relieved from duty, required to turn in keys to a GPWA vehicle, building or office, identification badge or any other property that belongs to the GPWA, placed on paid administrative leave, and sent home pending disciplinary action, if appropriate. A supervisor may take an employee home. If a

supervisor is not comfortable taking an employee home, however, a cab may be called to come and take the employee home at the employee's expense.

11. In situations in which the employee has been ordered to be tested or tests positive and the employee refuses assistance in leaving the building and walks out or insists on leaving in his/her own vehicle, document the situation and, depending upon the circumstances, call Guam Police Department's non-emergency phone number. Give the police the employee's name, vehicle description, and license plate number. However, if the employee is extremely agitated, violent or is making threats of violence, leaves the premises in a GPWA vehicle, or you believe the employee has violated the law, call the Guam Police Department at 9-1-1.

12. A refusal to consent to a drug or alcohol test is a violation of the Policy and will be considered the equivalent of receiving a confirmed "positive" result for employment and disciplinary purposes, up to, and including dismissal.

13. If it is not reasonable under the circumstances to conduct an alcohol test, based on a breath test, GPWA reserves the right to test for the presence of alcohol by a blood test analysis. If this procedure is used, the GPWA will attempt to notify the employee of the results within five (5) days after the results are received. An MRO will not be used when a blood test for alcohol is conducted.

#### **Employee Assistance Program**

Prior to October 1, 2017, any employee who voluntarily identifies himself or herself as a user of drugs or abuser of alcohol, will not be subject to disciplinary action if the employee seeks immediate assistance and treatment through the GPWA's Employee Assistance Program (EAP) or a similarly available treatment program. Failure to comply with all requirements of a treatment program, or continued use of drugs or alcohol during or after completion of such a program, will result in termination.

#### **Arrests for Drug or Alcohol Related Offenses**

Any employee who is arrested for a drug or alcohol related offense must notify the General Manager of the arrest immediately. GPWA will decide at that time whether the arrest causes a temporary or permanent disqualification from holding that position, or constitutes grounds for disciplinary action. All convictions for alcohol or

drug related offenses must be reported immediately by an employee to the General Manager. GPWA reserves the right to take appropriate action based upon such conviction.

All employees who are required to operate a GPWA vehicle as a regular part of their job must report any drug or alcohol arrest, temporary or permanent suspension of driving privileges, and any drug/alcohol related conviction to the General Manager immediately. GPWA reserves the right to take appropriate action, including relieving the employee from duty, transferring the employee to a non-driving position, or instituting disciplinary action up to and including termination.

**Confidentiality**

All reports of test results for drug and alcohol, searches, or any employee referral, or participation in an EAP program or treatment program for addictive disorders, will be maintained in strict confidence. Any person authorized to have access to such confidential information, who, without authorization, discloses it to another person shall have engaged in gross misconduct and be subject to severe disciplinary action up to and including termination. The confidentiality of such information shall not apply to any use by or communication to the GPWA General Counsel, or where the information is relevant to the GPWA's defense in an administrative or civil action. Such information may also be disclosed to the extent required by any federal, state or local law, statute, ordinance or regulation.

# Guam Power Authority

## 2018 Budget Proposal

September 19, 2017

<b>Pro-Forma Statement of Operations</b>	<b>2017 Adopted</b>	<b>2018 Proposed</b>
<b>Revenue</b>		
Sale of Electricity:		
Base Revenue	\$ 157,720,000	\$ 165,064,000
Fuel Revenue	200,015,000	248,678,000
Miscellaneous	2,600,000	2,029,000
Provision for bad debt	(1,000,000)	(1,039,000)
<b>Total Revenue</b>	<b>359,335,000</b>	<b>414,732,000</b>
<b>Production Cost</b>		
Production Fuel	200,015,000	248,677,000
IPP Costs	17,834,942	17,355,000
<b>Total Production Cost</b>	<b>217,849,942</b>	<b>266,032,000</b>
<b>Operating Expenditures</b>	<b>75,393,921</b>	<b>75,757,000</b>
<b>Earnings Before Depreciation &amp; Amortization</b>	<b>66,091,137</b>	<b>72,943,000</b>
Depreciation & Amortization	41,804,000	43,619,000
<b>Earnings from Operations</b>	<b>24,287,137</b>	<b>29,324,000</b>
<b>Non-operating revenues (expense)</b>		
Interest/Other Income (Expense)	(24,078,644)	(28,327,000)
<b>Change in Net Position</b>	<b>\$ 208,493</b>	<b>\$ 997,000</b>

Debt Service Coverage Ratio	2017 Adopted	2018 Proposed
Debt Service Coverage Ratio (Bond Method)	1.90	2.44
Debt Service Coverage Ratio (S&P Method)	1.22	1.57

### Capital Improvement Projects – Revenue Fund

	2017 Proposed	2017 Proposed
General Plant	\$ 13,548,120	\$16,780,813
Line Extensions	6,092,614	4,270,187
Engineering Projects	4,000,000	4,179,000
	\$ 23,640,734	\$25,230,000



**GUAM POWER AUTHORITY**  
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## Issues for Decision

### Resolution No. 2017-35:

#### RELATIVE TO APPROVAL OF A BUDGET FOR THE GUAM POWER AUTHORITY FOR FISCAL YEAR 2018

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

Section 8117 of Chapter 8 of Title 12 of Guam Code Annotated authorizes the Consolidated Commission on Utilities (CCU) to adopt an annual budget for the Authority. Section 6.11 of the GPA Bond Indenture Agreement requires the Authority to provide a copy of an approved budget to the Bond Trustee prior to the beginning of each fiscal year. The General Manager has carefully scrutinized each line item of the budget and made substantial and significant reductions to the budget document as a whole to ensure that all budget expenditures are consistent with the strategic goals of the Authority. The Consolidated Commission on Utilities has held a working session in which budget items were reviewed and discussed.

The Fiscal Year 2018 Budget is based on a Non-Fuel Revenue forecast of \$165,064,000 and miscellaneous revenues and a Fuel Revenue forecast of \$250,707,000 for total revenues of \$415,771,000.

Total Operations and Maintenance budget includes Labor and Retiree's benefit costs of \$48,294,006; Non-Labor cost of \$34,257,992 less Capitalized O&M of \$6,794,853 for total O&M Budget of \$75,757,145; Bad Debt Expense of \$1,039,000; Independent Power Producers costs plus Aggreko Payments of \$43,719,000; Debt Service of \$30,168,000; Production Fuel of \$248,677,000 and revenue Funded Capital Improvement Projects of \$25,230,000. Funds pledged for the Bond Reserves are not included in the overall budget amounts.

**How much will it cost?**

The General Manager of the Guam Power Authority has created and thoroughly reviewed the budget for Fiscal Year 2018 totaling \$415,771,000. The CCU Commissioners noted that the budget provides funding of Revenue Funded Capital Improvement Projects totaling \$25,230,000.



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**GPA RESOLUTION 2017-35**

**RELATIVE TO THE ADOPTION OF A BUDGET FOR THE  
GUAM POWER AUTHORITY FOR FISCAL YEAR 2018**

**WHEREAS**, the Guam Power Authority (GPA) is a Public Corporation of the Government of Guam; and

**WHEREAS**, Section 8117 of Chapter 8 of Title 12 of Guam Code Annotated authorizes the Consolidated Commission on Utilities (CCU) to adopt an annual budget for the Authority; and

**WHEREAS**, Section 6.11 of the GPA Bond Indenture Agreement requires the Authority to provide a copy of an approved budget to the Bond Trustee prior to the beginning of each fiscal year; and

**WHEREAS**, the General Manager of the Guam Power Authority has created and thoroughly reviewed the budget for Fiscal Year 2018 totaling \$415,771,000; and

**WHEREAS**, the General Manager has carefully scrutinized each line item of the budget and made substantial and significant reductions to the budget document as a whole to ensure that all budget expenditures are consistent with the strategic goals of the Authority; and

**WHEREAS**, the Consolidated Commission on Utilities has held a working session in which budget items were reviewed and discussed with the General Manager and his staff; and

**WHEREAS**, the CCU Commissioners noted that the budget provides funding of Revenue Funded Capital Improvement Projects totaling \$25,230,000.

**NOW, THEREFORE BE IT RESOLVED BY THE CONSOLIDATED COMMISSION ON UTILITIES AS THE GOVERNING BODY OF THE GUAM POWER AUTHORITY, AS FOLLOWS:**

1. The Fiscal Year 2018 Budget of **\$415,771,000** is hereby approved. The Fiscal Year 2018 Budget is based on a Non-Fuel Revenue forecast of \$165,064,000 and miscellaneous revenues and a Fuel Revenue forecast of \$250,707,000 for total revenues of \$415,771,000. Total Operations and Maintenance budget includes Labor and Retiree's benefit costs of \$48,294,006; Non-Labor cost of \$34,257,992 less Capitalized O&M of \$6,794,853 for total O&M Budget of \$75,757,145; Bad debt



expense of \$1,039,000; Independent Power Producers costs plus Aggreko Payments of \$43,719,000; Debt Service of \$30,168,000; Production Fuel of \$248,677,000 and revenue Funded Capital Improvement Projects of \$25,230,000 as expressed in the attached summary of Revenue Requirements is hereby adopted. Funds pledged for the Bond Reserves are not included in the overall budget amounts.

2. The authorized level of positions within the Authority shall not exceed 510 FTEs excluding personnel in the GPA Apprenticeship Program for FY2018.

3. The General Manager is authorized to transfer within the overall approved GPA budget, with the exception that there shall be no transfer into the personnel account. In addition, there is no transfer authority for funds budgeted for debt service payment or IPP payments.

4. The Revenue Funded Capital Improvement budget is \$25,230,000 is approved and the General Manager is authorized to petition the Public Utilities Commission (PUC) for approval.

**RESOLVED**, that the Chairman certifies and the Board Secretary attests to the adoption of this Resolution. **DULY AND REGULARLY ADOPTED AND APPROVED THIS 26<sup>th</sup> DAY OF SEPTEMBER 2017.**

Certified by:

Attested by:

**JOSEPH T. DUENAS**

Chairperson  
Consolidated Commission on Utilities

**J. GEORGE BAMBA**

Secretary  
Consolidated Commission on Utilities

**I, J. GEORGE BAMBA**, Secretary, Consolidated Commission on Utilities hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted via POLL VOTE of the members of Guam's Consolidated Commission on Utilities, initiated on September 8, 2017, via email for which all members were attempted to be contacted. Copies of all poll votes received via email is attached for the record:

Via said POLL VOTE, said resolution was adopted by the following vote:

Ayes: 4

Nays: 0

Abstained: 0

No response: 1

Guam Power Authority		
FY 18 <b>PROPOSED</b> Revenue Requirement (\$000)		
		FY2018
1	<b>Proforma Income Statement</b>	
2	Existing Base Rate Revenues	\$ 165,064
3	Fuel Revenues	\$ 248,677
4	WCF Surcharge	\$ -
5	Miscellaneous Revenues	\$ 2,030
6	<b>Total Revenues</b>	\$ 415,771
7	Bad Debt Expense	\$ (1,039)
8	<b>Net Operating Revenues</b>	\$ 414,731
9		
10	Production Fuel	\$ 248,677
11	IPP Costs	\$ 14,415
12	Aggreko Lease Payment	\$ 2,940
13	Production Non-fuel	\$ 23,260
14	Transmission and Distribution	\$ 13,436
15	Administrative and General	\$ 34,315
16	Customer Accounting	\$ 4,746
17	<b>Total O&amp;M Expenses</b>	\$ 75,757
18	Depreciation	\$ 43,619
19		
20	<b>Total Operating Expenses</b>	\$ 385,407
21		
22	Earnings From Operations	\$ 29,324
23		
24	Other Revenues (Expenses):	
25	Investment Income	\$ 1,184
26	Interest expense (ST Debt)	\$ (27)
27	Interest expense (2010 Senior Lien TE Bond)	\$ (7,999)
28	Interest Expense (Aggreko Lease Payment)	\$ (1,221)
29	Interest expense (2012 Revenue Bond)	\$ (16,966)
30	Interest expense (2014 Revenue Bond)	\$ (3,708)
31	Interest expense (IPP's)	\$ (1,935)
32	AFUDC	\$ 730
33	Amortization of Issuance Costs	\$ 1,615
34		
35	<b>Net Earnings(Loss) Before Capital Contribution</b>	\$ 997
36	Capital Contributions	\$ -
37	<b>Increase (Decrease) in Net Assets</b>	\$ 997

Guam Power Authority		
FY 18 <b>PROPOSED</b> Revenue Requirement (\$000)		
		FY2018
38		
39	<b><u>Debt Service Coverage Calculation</u></b>	
40	Earnings From Operations	\$ 29,324
41	Add Interest Income (Net of Const. Fund Interest)	\$ 600
42	Add: Depreciation	\$ 43,619
43	Balance Available for Debt Service	\$ 73,543
44	IPP Debt Service + Aggreko lease	\$ 26,364
45	Balance After IPP Debt Service	\$ 47,179
46	<b><u>Debt Service</u></b>	
47	Bond Interest Expense	\$ 28,673
48	Bond Principal	\$ 1,495
49	Total Debt Service	\$ 30,168
50		
51	Debt Service Coverage (Bond Method)	<b>2.44</b>
52	Debt Service Coverage (S&P Method)	<b>1.57</b>
53		
54		
55	<b><u>Internal Cashflow Statement</u></b>	
56	Total Cash Generated	\$ 42,271
57	CIP's-Internally Funded	\$ (25,230)
58	Principal Payment (Aggreko Lease Payment)	\$ (6,258)
59	Principal Payment (2012 Revenue Bond)	\$ (120)
60	Principal Payment (2014 Revenue Bond)	\$ (1,375)
61	Principal Payment (IPP)	\$ (16,949)
62	CAP I Fund-2018 Revenue Bond	\$ (0)
63	Materials Inventory	\$ (1,000)
64	Other WC Requirement	\$ (660)
65	Construction Fund Interest Income	\$ (584)
66	Cash Carry Over-Surplus/(Deficit)	\$ (710)
67	Surplus Fund Shortfall/(Excess)	\$ 10,616



**CONSOLIDATED COMMISSION ON UTILITIES**

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

September 26, 2017

**MEMORANDUM**

**TO:** Members, Consolidated Commission on Utilities  
**FROM:** Board Secretary  
**SUBJECT:** REPORT OF POLL VOTE ON RESOLUTION 2017-35 FY2018 BUDGET

This is to certify that a POLL VOTE was conducted via email on September 8, 2017 relative to above subject matter. I attest that the vote below is true and correct and submit the related support documents.

COMMISSIONER	Y/N	INITIALS	TIME / DATE	VOTED BY
Joseph T. Duenas	Yes		2:33 p.m. / 8 Sept	Email
Francis E. Santos	Yes		1:08 p.m. / 9 Sept	Email
J. George Bamba	Yes		10:16 a.m. / 9 Sept	Email
Judith P. Guthertz	Yes		5:36 p.m. / 8 Sept	Email
Simon A. Sanchez	No response		7:45 a.m. / 9 Sept	Email

Attested by:

\_\_\_\_\_  
B. Lou Sablan, Board Secretary

Concurred by:

\_\_\_\_\_  
John Benavente, GM

**Bernadette Lou Sablan**

---

**From:** Bernadette Lou Sablan  
**Sent:** Friday, September 08, 2017 1:46 PM  
**To:** CCU Board Members  
**Cc:** John M Benavente; Graham Botha; John J.E.. Kim; Selma HG Blas  
**Subject:** CCU POLL VOTE: CCU Resolution 2017- 35 FY2018 BUDGET v2  
**Attachments:** CCU Resolution 2017- 35 FY2018 BUDGET v2.docx

Dear Commissioners,

This is a POLL VOTE MATTER (refer to Legal Counsel message below regarding urgency).

Please reply all when responding so Legal Counsel is aware of your vote and can act with PUC with required 3 (or more) votes for passage.

Thank you,  
Lou

---

**From:** Graham Botha  
**Sent:** Thursday, September 7, 2017 3:57 PM  
**To:** Bernadette Lou Sablan  
**Cc:** John M Benavente; John J.E.. Kim; Selma HG Blas  
**Subject:** CCU Resolution 2017- 35 FY2018 BUDGET v2

Lou:

Please send to the CCU commissioners for a poll vote. We need to file with the PUC prior to the CCU meeting on September 26, 2017.

Thanks,

Graham

Disclaimer Notice: The information contained in this communication is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it. It may contain confidential or legally privileged information. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of this information is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by responding to this email and then delete it from your system. Guam Power Authority is neither liable for the proper and complete transmission of the information contained in this communication nor for any delay in its receipt.

**Bernadette Lou Sablan**

---

**From:** Joseph Duenas <jtduenas@hotmail.com>  
**Sent:** Friday, September 08, 2017 2:33 PM  
**To:** Bernadette Lou Sablan  
**Cc:** CCU Board Members; John M Benavente; Graham Botha; John J.E.. Kim; Selma HG Blas  
**Subject:** Re: CCU POLL VOTE: CCU Resolution 2017- 35 FY2018 BUDGET v2

Commissioners,

I vote yes for this poll vote. Joey

Sent from my iPad

On Sep 8, 2017, at 1:47 PM, Bernadette Lou Sablan <[l.sablan@gpagwa.com](mailto:l.sablan@gpagwa.com)> wrote:

Dear Commissioners,

This is a POLL VOTE MATTER (refer to Legal Counsel message below regarding urgency).

Please reply all when responding so Legal Counsel is aware of your vote and can act with PUC with required 3 (or more) votes for passage.

Thank you,  
Lou

---

**From:** Graham Botha  
**Sent:** Thursday, September 7, 2017 3:57 PM  
**To:** Bernadette Lou Sablan  
**Cc:** John M Benavente; John J.E.. Kim; Selma HG Blas  
**Subject:** CCU Resolution 2017- 35 FY2018 BUDGET v2

Lou:

Please send to the CCU commissioners for a poll vote. We need to file with the PUC prior to the CCU meeting on September 26, 2017.

Thanks,

## **Bernadette Lou Sablan**

---

**From:** Judith Guthertz <judithguthertz@gmail.com>  
**Sent:** Friday, September 08, 2017 5:36 PM  
**To:** Joseph Duenas  
**Cc:** Bernadette Lou Sablan; CCU Board Members; John M Benavente; Graham Botha; John J.E.. Kim; Selma HG Blas  
**Subject:** Re: CCU POLL VOTE: CCU Resolution 2017- 35 FY2018 BUDGET v2

I vote yes on the resolution. Judi guthertz

\*\*\*PLEASE UPDATE YOUR ADDRESS BOOK AS I HAVE CHANGED MY EMAIL ADDRESS TO:  
[judithguthertz@gmail.com](mailto:judithguthertz@gmail.com) \*\*\*\*

On Sep 8, 2017, at 2:32 PM, Joseph Duenas <[jtduenas@hotmail.com](mailto:jtduenas@hotmail.com)> wrote:

Commissioners,

I vote yes for this poll vote. Joey

Sent from my iPad

On Sep 8, 2017, at 1:47 PM, Bernadette Lou Sablan <[l.sablan@gpagwa.com](mailto:l.sablan@gpagwa.com)> wrote:

Dear Commissioners,

This is a POLL VOTE MATTER (refer to Legal Counsel message below regarding urgency).

Please reply all when responding so Legal Counsel is aware of your vote and can act with PUC with required 3 (or more) votes for passage.

Thank you,  
Lou

---

**From:** Graham Botha  
**Sent:** Thursday, September 7, 2017 3:57 PM  
**To:** Bernadette Lou Sablan  
**Cc:** John M Benavente; John J.E.. Kim; Selma HG Blas  
**Subject:** CCU Resolution 2017- 35 FY2018 BUDGET v2

Lou:



**Bernadette Lou Sablan**

---

**From:** Francis Santos (CCU Member)  
**Sent:** Saturday, September 09, 2017 1:08 AM  
**To:** Judith Guthertz  
**Cc:** Joseph Duenas; Bernadette Lou Sablan; CCU Board Members; John M Benavente; Graham Botha; John J.E.. Kim; Selma HG Blas  
**Subject:** Re: CCU POLL VOTE: CCU Resolution 2017- 35 FY2018 BUDGET v2

Fellow Commissioners,

My vote is YES.

Thank you,  
Francis

Sent from my iPad

On Sep 8, 2017, at 12:36 AM, Judith Guthertz <[judithguthertz@gmail.com](mailto:judithguthertz@gmail.com)> wrote:

I vote yes on the resolution. Judi guthertz

\*\*\*PLEASE UPDATE YOUR ADDRESS BOOK AS I HAVE CHANGED MY EMAIL  
ADDRESS TO: [judithguthertz@gmail.com](mailto:judithguthertz@gmail.com) \*\*\*\*

On Sep 8, 2017, at 2:32 PM, Joseph Duenas <[jtduenas@hotmail.com](mailto:jtduenas@hotmail.com)> wrote:

Commissioners,

I vote yes for this poll vote. Joey

Sent from my iPad

On Sep 8, 2017, at 1:47 PM, Bernadette Lou Sablan <[l.sablan@gpagwa.com](mailto:l.sablan@gpagwa.com)> wrote:

Dear Commissioners,

This is a POLL VOTE MATTER (refer to Legal Counsel message below regarding urgency).

Please reply all when responding so Legal Counsel is aware of your vote and can act with PUC with required 3 (or more) votes for passage.

Thank you,  
Lou

**Bernadette Lou Sablan**

---

**From:** J. George Bamba <[georgebamba@hotmail.com](mailto:georgebamba@hotmail.com)>  
**Sent:** Saturday, September 09, 2017 10:16 AM  
**To:** John M Benavente; Simon Sanchez  
**Cc:** Bernadette Lou Sablan; CCU Board Members; Graham Botha; John J.E.. Kim; Selma HG Blas  
**Subject:** Re: CCU POLL VOTE: CCU Resolution 2017- 35 FY2018 BUDGET v2

John,  
I was checking my sent email and did not see my earlier response. Anyhow, my vote is yes.  
Blessings,  
George

---

**From:** John M Benavente <[jbenavente@gpagwa.com](mailto:jbenavente@gpagwa.com)>  
**Sent:** Saturday, September 9, 2017 10:04 AM  
**To:** Simon Sanchez  
**Cc:** Bernadette Lou Sablan; CCU Board Members; Graham Botha; John J.E.. Kim; Selma HG Blas  
**Subject:** Re: CCU POLL VOTE: CCU Resolution 2017- 35 FY2018 BUDGET v2

Thank you everyone. We can now meet PUC schedule

Sent from my iPhone

> On Sep 9, 2017, at 9:31 AM, Simon Sanchez <[gdcmgr@guamdrycleaners.com](mailto:gdcmgr@guamdrycleaners.com)> wrote:  
>  
> Thanks John  
>  
> Simon says  
>  
>  
>> On Sep 9, 2017, at 9:17 AM, John M Benavente <[jbenavente@gpagwa.com](mailto:jbenavente@gpagwa.com)> wrote:  
>>  
>> On this month's work session. Ratification at Sept regular meeting. Thank you  
>>  
>> Sent from my iPhone  
>>  
>> On Sep 9, 2017, at 7:41 AM, Simon Sanchez <[gdcmgr@guamdrycleaners.com](mailto:gdcmgr@guamdrycleaners.com)<<mailto:gdcmgr@guamdrycleaners.com>>> wrote:  
>>  
>> Did we have a work session on this budget or is that forthcoming this month?  
>> I understand the PUC deadline and our goal. I just want to make sure I didn't miss the discussion of the budget.  
>> We have enough votes to send to PUC. Any changes I might suggest, can be dealt with at the meeting and won't materially affect the budget.  
>> S  
>>  
>> From: Bernadette Lou Sablan [<mailto:l.sablan@gpagwa.com>]  
>> Sent: Friday, September 08, 2017 1:46 PM  
>> To: CCU Board Members  
>> Cc: John M Benavente; Graham Botha; John J.E.. Kim; Selma HG Blas  
>> Subject: CCU POLL VOTE: CCU Resolution 2017- 35 FY2018 BUDGET v2  
>>

## Bernadette Lou Sablan

---

**From:** Simon Sanchez <gdcmgr@guamdrycleaners.com>  
**Sent:** Saturday, September 09, 2017 7:45 AM  
**To:** Bernadette Lou Sablan; CCU Board Members  
**Cc:** John M Benavente; Graham Botha; John J.E.. Kim; Selma HG Blas  
**Subject:** RE: CCU POLL VOTE: CCU Resolution 2017- 35 FY2018 BUDGET v2

Did we have a work session on this budget or is that forthcoming this month?  
I understand the PUC deadline and our goal. I just want to make sure I didn't miss the discussion of the budget.  
We have enough votes to send to PUC. Any changes I might suggest, can be dealt with at the meeting and won't materially affect the budget.  
S

---

**From:** Bernadette Lou Sablan [<mailto:l.sablan@gpagwa.com>]  
**Sent:** Friday, September 08, 2017 1:46 PM  
**To:** CCU Board Members  
**Cc:** John M Benavente; Graham Botha; John J.E.. Kim; Selma HG Blas  
**Subject:** CCU POLL VOTE: CCU Resolution 2017- 35 FY2018 BUDGET v2

Dear Commissioners,

This is a POLL VOTE MATTER (refer to Legal Counsel message below regarding urgency).

Please reply all when responding so Legal Counsel is aware of your vote and can act with PUC with required 3 (or more) votes for passage.

Thank you,  
Lou

---

**From:** Graham Botha  
**Sent:** Thursday, September 7, 2017 3:57 PM  
**To:** Bernadette Lou Sablan  
**Cc:** John M Benavente; John J.E.. Kim; Selma HG Blas  
**Subject:** CCU Resolution 2017- 35 FY2018 BUDGET v2

Lou:

Please send to the CCU commissioners for a poll vote. We need to file with the PUC prior to the CCU meeting on September 26, 2017.

Thanks,

Graham

Disclaimer Notice: The information contained in this communication is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it. It may contain confidential or legally privileged information. If you are not the intended recipient you are hereby notified that any

## Bernadette Lou Sablan

---

**From:** Bernadette Lou Sablan  
**Sent:** Monday, September 18, 2017 2:13 PM  
**To:** Simon Sanchez  
**Subject:** RE: CCU POLL VOTE: CCU Resolution 2017- 35 FY2018 BUDGET v2  
**Importance:** High

Thank you!

Lou

---

**From:** Simon Sanchez [<mailto:gdcmgr@guamdrycleaners.com>]  
**Sent:** Monday, September 18, 2017 11:52 AM  
**To:** Bernadette Lou Sablan  
**Subject:** Re: CCU POLL VOTE: CCU Resolution 2017- 35 FY2018 BUDGET v2

I didn't vote

Simon says

On Sep 18, 2017, at 10:56 AM, Bernadette Lou Sablan <[l.sablan@gpagwa.com](mailto:l.sablan@gpagwa.com)> wrote:

Hi Si,

I just want to be certain ... you did not vote on this matter correct? Below is only correspondence I have on file for you I need your confirmation for the record.

Thank you,  
Lou

---

**From:** Simon Sanchez [<mailto:gdcmgr@guamdrycleaners.com>]  
**Sent:** Saturday, September 09, 2017 7:45 AM  
**To:** Bernadette Lou Sablan; CCU Board Members  
**Cc:** John M Benavente; Graham Botha; John J.E.. Kim; Selma HG Blas  
**Subject:** RE: CCU POLL VOTE: CCU Resolution 2017- 35 FY2018 BUDGET v2

Did we have a work session on this budget or is that forthcoming this month?  
I understand the PUC deadline and our goal. I just want to make sure I didn't miss the discussion of the budget.

We have enough votes to send to PUC. Any changes I might suggest, can be dealt with at the meeting and won't materially affect the budget.

S

---

**From:** Bernadette Lou Sablan [<mailto:l.sablan@gpagwa.com>]  
**Sent:** Friday, September 08, 2017 1:46 PM  
**To:** CCU Board Members  
**Cc:** John M Benavente; Graham Botha; John J.E.. Kim; Selma HG Blas  
**Subject:** CCU POLL VOTE: CCU Resolution 2017- 35 FY2018 BUDGET v2





**GUAM POWER AUTHORITY**  
ATURIDÄT ILEKTRESEDÄT GUAHAN  
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

## Issues for Decision

### **GPA Resolution No. 2017-38/GWA Resolution No.53-FY2017:**

#### **Relative to the Creation and Addendum of CTP List of Positions and Adoption of Market Update for GPA & GWA**

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

Public Law 28-159 added Subsection 7.03 to the GPA Personnel Rules and Regulations, and added Paragraph 29 to the Glossary of GWA's Personnel Rules, item (c) authorizing the General Manager to petition the Consolidated Commission on Utilities (CCU) to amend, to include, but not limited to deleting, adding, or modifying such positions, the approved list of each Authority's CTP positions.

Public Law 28-159 added Subsection 15.17 to GPA's Personnel Rules and Regulations, and a new Chapter 5.200 to GWA's Personnel Rules and Regulations, item 3.0.3, authorizes the CCU to approve, disapprove, or amend, the unified pay scale at any regularly scheduled meeting.

A market review update of all positions and the CTP Strategic Pay scale was conducted and completed in August 2017 by Alan Searle and Associates. (See Exhibits A & B, Appendices A). This resulted in an adjustment of the pay scale to address obsolete pay grades that were in place since 2007 and a reset and refit of new grades to coincide with 2017 Market Data. The market review determined that GPA positions are approximately at the 15<sup>th</sup> market percentile, and that GWA positions are below the 5<sup>th</sup> market percentile based on 2017 Market Data. It was also determined that implementation of an updated pay scale is necessary to maintain the utilities position in the market place aimed at being externally competitive in attracting and retaining employees. (See Exhibits A & B, Appendices B). In maintaining this position, GPA recommends implementation of incremental structural pay adjustments to the 15<sup>th</sup> market percentile on January 6, 2018, and to the 20<sup>th</sup> market percentile on January 6, 2019, respectively. GWA recommends implementation of incremental structural pay adjustments to the 15<sup>th</sup> market percentile on January 1, 2018, and to the 20<sup>th</sup> market percentile on January 1, 2019, respectively. GPA and GWA are committed to maintaining the goal of being competitive and achieving a position at the 25<sup>th</sup> market percentile by the year 2021 and 2022, respectively.

GPA and GWA desire to improve business processes optimize its assets and maximize employees' performance. GPA and GWA prefer to consolidate its pay policy and all positions under the Strategic Pay plan and add remaining positions to the list of CTP positions, providing equity. (See Exhibits A & B, Appendices C). GPA and GWA also recognize that these positions involve processes that are uncommon and unique to the utilities. Thus, GPA and GWA petition to create positions for incumbents to integrate and transition into the Strategic Pay classification methodology applicable to CTP positions (See Exhibits A & B, Appendices D).

Modern companies operate on information and GPA and GWA must leverage information in modernizing its infrastructure and technology, and must create an awareness of the importance of protecting these facets critical to the utilities. GPA and GWA operations are critical to preserving its business processes and the quality of life island-wide. GPA and GWA are committed to promoting and strengthening the role and responsibility of all employees in the protection of information, infrastructure and technology through

physical security and cyber security training programs, of which, will help preserve assets, and, deter the impact of an attack to the utilities.

Management of GPA and GWA request the approval from the Consolidated Commission on Utilities for the following items:

1. To accept the recommendations of the market review update conducted by Alan Searle and Associates, including implementation of a new and adjusted Strategic Pay Scale for all Certified, Technical, and Professional (CTP) positions. (See Exhibits A & B, Appendices A & B).
2. For the General Managers to implement structural pay adjustments, incrementally, to the 15<sup>th</sup> market percentile on January 6, 2018, and to the 20<sup>th</sup> market percentile on January 6, 2019 based on the 2017 Market Data. The General Manager may determine the breadth and application of sub-steps to determine the implementation range for positions based on affordability. Thereafter, the management may implement a structural pay adjustment to the 25<sup>th</sup> market percentile based on an updated market review, as necessary. Structural pay adjustments are subject to the availability of funds.
3. For the General Manager at GWA to implement structural pay adjustments, incrementally, to the 15<sup>th</sup> market percentile on January 1, 2018, and to the 20<sup>th</sup> market percentile on January 1, 2019 based on the 2017 Market Data. For the General Manager may determine the breadth and application of sub-steps to determine the implementation range for positions based on affordability. Thereafter, the management may implement a structural pay adjustment to the 25<sup>th</sup> market percentile based on an updated market review, as necessary. Structural pay adjustments are subject to the availability of funds.
4. For the creation of positions delineated in Exhibits A & B, Appendices D, and the addition of these positions into the GPA and GWA list of CTP positions delineated in Exhibits A & B, Appendices C. The incumbents of these positions must complete a Physical Security training course prior to a reclassification of position. Thereafter, the incumbents must complete a Cyber Security training course and other courses deemed necessary by the management to ensure preservation of utility assets and deterrence of the impact of an attack to the utilities.
5. To maintain uniformity in the application of the promotion/demotion/transfer pay policy relative to CCU Resolution No. 2012-49, and in the spirit of equity for all positions covered under the Strategic Pay Scale for CTP positions, CCU Resolution No. 2012-49 delineated in Exhibits A & B, Appendices E, is applicable to GPA and GWA business processes.



CONSOLIDATED COMMISSION ON UTILITIES  
Guam Power Authority | Guam Waterworks Authority  
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

**GPA RESOLUTION NO. 2017–38**

**GWA RESOLUTION NO. 53-FY2017**

**RELATIVE TO THE CREATION AND ADDENDUM OF CERTIFIED, TECHNICAL, AND PROFESSIONAL (CTP) LIST OF POSITIONS AND ADOPTION OF MARKET UPDATE FOR GUAM POWER AUTHORITY AND GUAM WATERWORKS AUTHORITY**

**WHEREAS**, the Guam Power Authority (GPA) and the Guam Waterworks Authority (GWA) are Public Corporations of the Government of Guam; and

**WHEREAS**, Section 8104 (c), Chapter 8, and Section 14104 (c), Chapter 14 of Title 12 of the Guam Code Annotated authorizes the Guam Power Authority and Guam Waterworks Authority to establish its internal organization and management and adopt regulations for the administration of its operations; and

**WHEREAS**, Public Law 28-159 added Subsection 7.03 to the GPA Personnel Rules and Regulations, and added Paragraph 29 to the Glossary of GWA's Personnel Rules, item (c) authorizing the General Manager to petition the Consolidated Commission on Utilities (CCU) to amend, to include, but not limited to deleting, adding, or modifying such positions, the approved list of each Authority's CTP positions; and

**WHEREAS**, Public Law 28-159 added Subsection 15.17 to GPA's Personnel Rules and Regulations, and a new Chapter 5.200 to GWA's Personnel Rules and Regulations, item 3.0.3, authorizes the CCU to approve, disapprove, or amend, the unified pay scale at any regularly scheduled meeting; and

**WHEREAS**, a market review update of all positions and the CTP Strategic Pay scale was conducted and completed in August 2017 by Alan Searle and Associates. (See Exhibits A & B, Appendices A). This resulted in an adjustment of the pay scale to address obsolete pay grades that were in place since 2007 and a reset and refit of new grades to coincide with 2017 Market Data. The market review determined that GPA positions are approximately at the 15<sup>th</sup> market percentile, and that GWA positions are below the 5<sup>th</sup> market percentile based on 2017 Market Data. It was also determined that implementation of an updated pay scale is necessary to maintain the utilities position in the market place aimed at being externally competitive in attracting and retaining employees. (See Exhibits A & B, Appendices B). In maintaining this position, GPA recommends implementation of incremental structural pay adjustments to the 15<sup>th</sup> market percentile on January 6, 2018, and to the 20<sup>th</sup> market percentile on January 6, 2019, respectively. GWA recommends implementation of incremental structural pay adjustments to the 15<sup>th</sup> market percentile on January 1, 2018, and to the 20<sup>th</sup> market percentile on January 1, 2019, respectively. GPA and GWA are committed to maintaining the goal of being competitive and achieving a position at the 25<sup>th</sup> market percentile by the year 2021 and 2022, respectively; and

**WHEREAS**, GPA and GWA desire to improve business processes, optimize its assets and maximize employees' performance. GPA and GWA prefer to consolidate its pay policy and all positions under the Strategic Pay plan and add remaining positions to the list of CTP positions, providing equity. (See Exhibits A & B, Appendices C). GPA and GWA also recognize that these positions involve processes that are uncommon and unique to the utilities. Thus, GPA and GWA petition to create positions for incumbents to integrate and transition into the Strategic Pay classification methodology applicable to CTP positions (See Exhibits A & B, Appendices D); and

**WHEREAS**, modern companies operate on information and GPA and GWA must leverage information in modernizing its infrastructure and technology, and must create an awareness of the importance of protecting these facets critical to the utilities. GPA and GWA operations are critical to preserving its business processes and the quality of life island-wide. GPA and GWA are committed to promoting and strengthening the role and responsibility of all employees in the protection of information, infrastructure and technology through physical security and cyber security training programs, of which, will help preserve assets, and, deter the impact of an attack to the utilities; and

**NOW THEREFORE BE IT RESOLVED**, the Consolidated Commission on Utilities approves and authorize as follows:

1. To accept the recommendations of the market review update conducted by Alan Searle and Associates, including implementation of a new and adjusted Strategic Pay Scale for all Certified, Technical, and Professional (CTP) positions. (See Exhibits A & B, Appendices A & B).
2. The General Manager at GPA to implement structural pay adjustments, incrementally, to the 15<sup>th</sup> market percentile on January 6, 2018, and to the 20<sup>th</sup> market percentile on January 6, 2019 based on the 2017 Market Data. The General Manager may determine the breadth and application of sub-steps to determine the implementation range for positions based on affordability. Thereafter, the management may implement a structural pay adjustment to the 25<sup>th</sup> market percentile based on an updated market review, as necessary. Structural pay adjustments are subject to the availability of funds.
3. The General Manager at GWA to implement structural pay adjustments, incrementally, to the 15<sup>th</sup> market percentile on January 1, 2018, and to the 20<sup>th</sup> market percentile on January 1, 2019 based on the 2017 Market Data. The General Manager may determine the breadth and application of sub-steps to determine the implementation range for positions based on affordability. Thereafter, the management may implement a structural pay adjustment to the 25<sup>th</sup> market percentile based on an updated market review, as necessary. Structural pay adjustments are subject to the availability of funds.
4. The creation of positions delineated in Exhibits A & B, Appendices D, and the addition of these positions into the GPA and GWA list of CTP positions delineated in Exhibits A & B, Appendices C. The incumbents of these positions must complete a Physical Security training course prior to a reclassification of position. Thereafter, the incumbents must complete a Cyber Security training course and other courses deemed necessary by the management to ensure preservation of utility assets and deterrence of the impact of an attack to the utilities.
5. To maintain uniformity in the application of the promotion/demotion/transfer pay policy relative to CCU Resolution No. 2012-49, and in the spirit of equity for all positions covered under the Strategic Pay Scale for CTP positions, CCU Resolution No. 2012-49 delineated in Exhibits A & B, Appendices E, is applicable to GPA and GWA business processes.



RESOLVED, that the Chairman of the Commission certifies and the Secretary of the Commission attests to the adoption of this Resolution. **DULY AND REGULARLY ADOPTED AND APPROVED this 26th day of September, 2017.**

Certified by:

Attested by:

JOSEPH T. DUENAS

J. GEORGE BAMBA

Chairperson

Secretary

Consolidated Commission on Utilities

Consolidated Commission on Utilities

I, J. GEORGE BAMBA, 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 a resolution duly adopted at a regular meeting by the members of Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_

## **GUAM POWER AUTHORITY EXECUTIVE REPORT**

**MISSION STATEMENT:** The Guam Power Authority **SHALL** provide

**R** eliable  
**E** fficient, Effective, Environmentally Sound  
**A** ffordable, Accountable  
**L** eading Energy Solutions

### **AUTHORITY:**

*12 GCA CHAPTER 8,*

*§8103. Continuation of Existence.*

*Guam Power Authority is continued in existence as a public corporation.*

*§8107. Governance of Authority.*

*All powers vested in the Authority, except as provided herein, shall be exercised by the Consolidated Commission on Utilities, as established in Chapter 79 of Title 12 of the Guam Code Annotated.*

*4 GCA §6303 (d) - Creation of positions.*

*GPA Personnel Rules & Regulations, Section 7.00, Rule 7.03 (c) – Amendment of Certified, Technical, and Professional Positions (as amended by Public Law 28-159 Section 3 (c)):*

### **SUMMARY:**

The Guam Power Authority is the sole electric power utility on Guam, generating and distributing electricity to residential, commercial, local government, and military customers throughout the island. The Authority's physical attributes are unique and consist of:

- 420 MW Gross Generation Capacity;
- 189 Miles of Transmission Lines;
- 685 Miles of Primary Distribution Lines; and
- 29 Substations.

These physical attributes integrate into the island-wide power system (IWPS) providing electrical services to over 49,000 customers and is operated and maintained by approximately 470 employees.

The Authority is actively incorporating proven and emerging technologies into all aspects of its services. Until recently, GPA operated like a 1980's utility. GPA has taken significant strides to meet modern industry standards by adding renewable energy generation assets, smart grid implementation, integrating a customer information system (CIS), and energy storage initiatives. While these efforts support efficient and

Exhibit A - GPA

reliable utility service, they cannot abate the growing cyber and physical security threats to the Authority. As GPA continues to build better business processes and optimize its assets, the roles of *all employees* have become increasingly critical to the defense of potential security breaches to the GPA infrastructure.

Security breaches and threats – both physical and cyber - impact people, information, functions and physical assets. These hazards can range from workplace violence, crime, including personal and property thefts, terrorism acts, and natural disasters to name a few.

All employees are responsible to conduct safe work practices in their working environment and to secure their work places to delay or deter threats to GPA facilities. Examples of this include, and are not limited to:

*Cashier* duties involving the ability to observe the actions and behavior of a potential adversary and alerting authorities, protecting the face-to-face cash handling process and securing customer information when conducting payment transactions using the proprietary customer service program that is interconnected to the GPA network.

*Administrative and Clerical* duties involve securing and updating employee and customer data on the utility's integrated network and protecting access to this information. This also includes observance and monitoring of internal and external customers access to office business and processes.

*Maintenance Worker* duties involve the maintenance of GPA facilities including power plants, substations and the administration office building. They must be cognizant to situations that increase physical vulnerabilities of these sites and apply corrective measures to minimize risks to integrity of these physical assets.

*Procurement* duties include the purchasing of materials and equipment, and the storing of equipment, materials and parts relevant to operations work such as power plant overhauls, overhead and underground line construction and repairs, and conducting inventory of large bulk items unique to the GPA operations. Measures are implemented to protect access to warehouses and storage areas from unauthorized persons. Additional duties include inputting and retrieving data on the utility's integrated network for accountability.

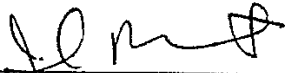
The security of GPA's assets is paramount. GPA is moving swiftly from a traditional utility to a more technological, modern utility. The whole organization is accountable for ensuring safety and preparedness of its employees when safety and security at any level is compromised.

GPA has embarked on a physical and cybersecurity training program for all employees. These training programs are the initial stages of enhancing employees' awareness and knowledge of the importance of securing GPA assets and its environment.

Recently, an updated market review of all positions was conducted and determined GPA's position in the market is relatively at the 15<sup>th</sup> market percentile of the 2017 Market Data (Appendix A). The review included an adjustment of the pay scale to address obsolete pay grades that were in place since 2007, and a refit and reset of new grades to coincide with the 2017 Market Data (Appendices B and C). The proposed creation of positions were also included in the market review update (Appendices D1-D59).

Based on the foregoing, management recognizes that all positions are critical to the safety and welfare of GPA operations. In meeting management's needs for the efficacy of operating the utility within modern industry standards, we recommend the following:

- a) To approve the proposed creation of positions (delineated in Appendices D1-D59); and
- b) To add these new and filled positions (delineated in Appendices D1-D59) to GPA's list of Certified, Technical and Professional positions (delineated in Appendix C).
- c) To accept the recommendations of the market review update for CTP positions, including a new pay scale, the refit and reset of new grades to coincide with the 2017 market data, and implementation of a structural adjustment subject to the availability of funds (Appendices A and B).
- d) To maintain uniformity in the application of the promotion/demotion/transfer pay policy relative to CCU Resolution No. 2012-49 for all CTP positions covered under the Strategic Pay Scale, apply CCU Resolution No. 2012-49 (delineated in Appendix E) to GPA and GWA business processes.

  
\_\_\_\_\_  
**JOHN M. BENAVENTE, P.E.**  
General Manager, GPA

9/12/17  
Date



# GUAM POWER AUTHORITY COMPENSATION & BENEFITS STUDY

## Market Review

### Executive Summary

September 2017



**ALAN SEARLE & ASSOCIATES**

*Management Consultants, Russell, New Zealand*

**A. Background**

With the passing of public laws PL 28-113 and PL 28-159 GWA was given the mandate to implement a new market based compensation model that would aid the attraction and retention of "Certified Technical and Professional" or CTP personnel. The law was a result of concerns that the Authority was losing highly skilled personnel due to the fact that current salaries and compensation were not sufficient to attract and retain such personnel.

Through the RFP process, GPA in 2005 engaged the consulting services of Alan Searle & Associates to undertake the above compensation study. This was an extensive project involving three stages as follows :

The first stage of the study focused on job evaluation which involved applying a structured methodology of twelve (12) individual factors to assess all CTP positions. Each factor derived a point value with their sum representing the "total point" value of the position. The process was important as it re-established the internal equity of all positions based on job size. An exponential regression analysis was then undertaken to determine GPA's base salary pay line. This step was also important in that the resulting base salary pay line could eventually be compared to the market percentiles identified in Stage Two.

The second stage involved gathering external pay data on all CTP positions. The target market was the U.S. power industry and extensive data was gathered from a number of sources including the APPA (American Public Power Association), U.S. Bureau of Labor Statistics (BLS), U.S. Department of Labor (DOL), U.S. Federal Government / Civil Service, U.S. Military, Web Based Compensation Companies, U.S. Utility Recruitment Companies and U.S. Utility Company Websites. The resulting data was analyzed and presented as market percentiles (5<sup>th</sup> through to the 95<sup>th</sup>) with the 50<sup>th</sup> market percentile being the market average. A second exponential regression analysis was then undertaken to compare GPA's base salary pay line against the market percentiles as gathered in 2008.

The results validated GPA's market vulnerability as their base salary pay line (for a large number of CTP positions) was clearly below the 5<sup>th</sup> market percentile. This was an exceptionally low position and validated the ongoing difficulties GPA had been experiencing in being able to attract and retain CTP employees. The situation at the time was further exacerbated by Gov. Guam policy (Hay methodology) that stipulated that employees on Step 10 and above receive a 3.5% increment (based on satisfactory performance) once every two (2) years. On an annualized basis this was clearly below the CPI (Consumer Price Index).

With the passing of resolution 01-FY2008 the CCU approved a transition period (beginning in fiscal year 2008) to migrate all CTP positions to a more competitive position in the market. The CCU resolution approved a five-year phase-in using the 5<sup>th</sup>, 15<sup>th</sup>, 25<sup>th</sup>, 35<sup>th</sup> and 50<sup>th</sup> market percentiles as targets for 2008 and subsequent years.

The third stage of the review focused on implementation and the transition of all CTP employees into the new compensation model. The new salary schedule has twenty-six (26) alphabetical grades each with twenty (20) numeric steps. An additional feature was the introduction of four (4) sub-steps per step which amounts to eighty sub-steps in total. Each sub-step increases base salary by 1% and was introduced to allow a performance range for GPA to ultimately pay for performance.

The outcome of the above was the identification of a specific implementation range for each CTP position. With each implementation range encompassing sixteen (16) sub-steps the final phase was to migrate all CTP employees into the new compensation model. In completing this exercise the following three implementation criteria was applied : education, experience and performance. The end result was a score (for each employee) that could be transposed to their specific implementation range and a new grade, step and sub-step identified.

#### **B. Current Review (2017)**

The current review replicates the second stage above in order to provide updated market data as at 2017. Once again the target market was the U.S. power industry and extensive data was gathered from a number of sources including the APPA (American Public Power Association), U.S. Bureau of Labor Statistics (BLS), U.S. Department of Labor (DOL), U.S. Federal Government / Civil Service, U.S. Military, Web Based Compensation Companies, U.S. Utility Recruitment Companies and U.S. Utility Company Websites.

In summary, external pay data was gathered on 257 positions (both CTP and Non-CTP) with results once again being analyzed and presented as market percentiles (5<sup>th</sup> through to the 95<sup>th</sup>). Please note that as with the earlier study the 50<sup>th</sup> market percentile represents the market average (U.S. mainland). An exponential regression analysis was then undertaken (see Appendix A) to compare GPA's base salary pay line against the 2017 market percentiles as gathered.

#### **C. Observations / Recommendations**

In terms of recommendations the focus must be on ensuring that GPA's compensation model (cost permitting) is in the most competitive position it can be with regards the external market place. Whilst any increase in market position obviously comes at a cost this must be weighed against the Authority's ability to attract and retain competent employees.

With reference to Appendix A GPA's market position in 2008 was extremely vulnerable with a large number of employees well below the 5<sup>th</sup> market percentile. Whilst an adjustment to start correcting this situation was addressed by the CCU in 2008 the market has unfortunately continued to move over the period through to 2017. Given that early initiative taken by the CCU we would now place GPA (with

reference to Appendix A) at approximately the 15th market percentile based on the 2017 market data that has been obtained.

Having determined GPA's current market position (relative to the 2017 market data) we then completed a number of cost options aimed at migrating GPA to a more competitive market position. These included migrating to the 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup> (essentially a status quo option), 20<sup>th</sup> and 25<sup>th</sup> market percentiles. The costing process also included both a 5 sub-step and 7 sub-step implementation range for employee "slotting" purposes. The results are shown in Appendix B.

In undertaking the above cost analysis it also became apparent that an updated pay schedule was also required. With the current pay schedule now 10 years old, grades A, B & C have become redundant and are no longer being used. The need for an update is also reflected in the fact that some employees are approaching or have exceeded Step 20, Sub-step D.

In terms of a course of action our recommendations are as follows :

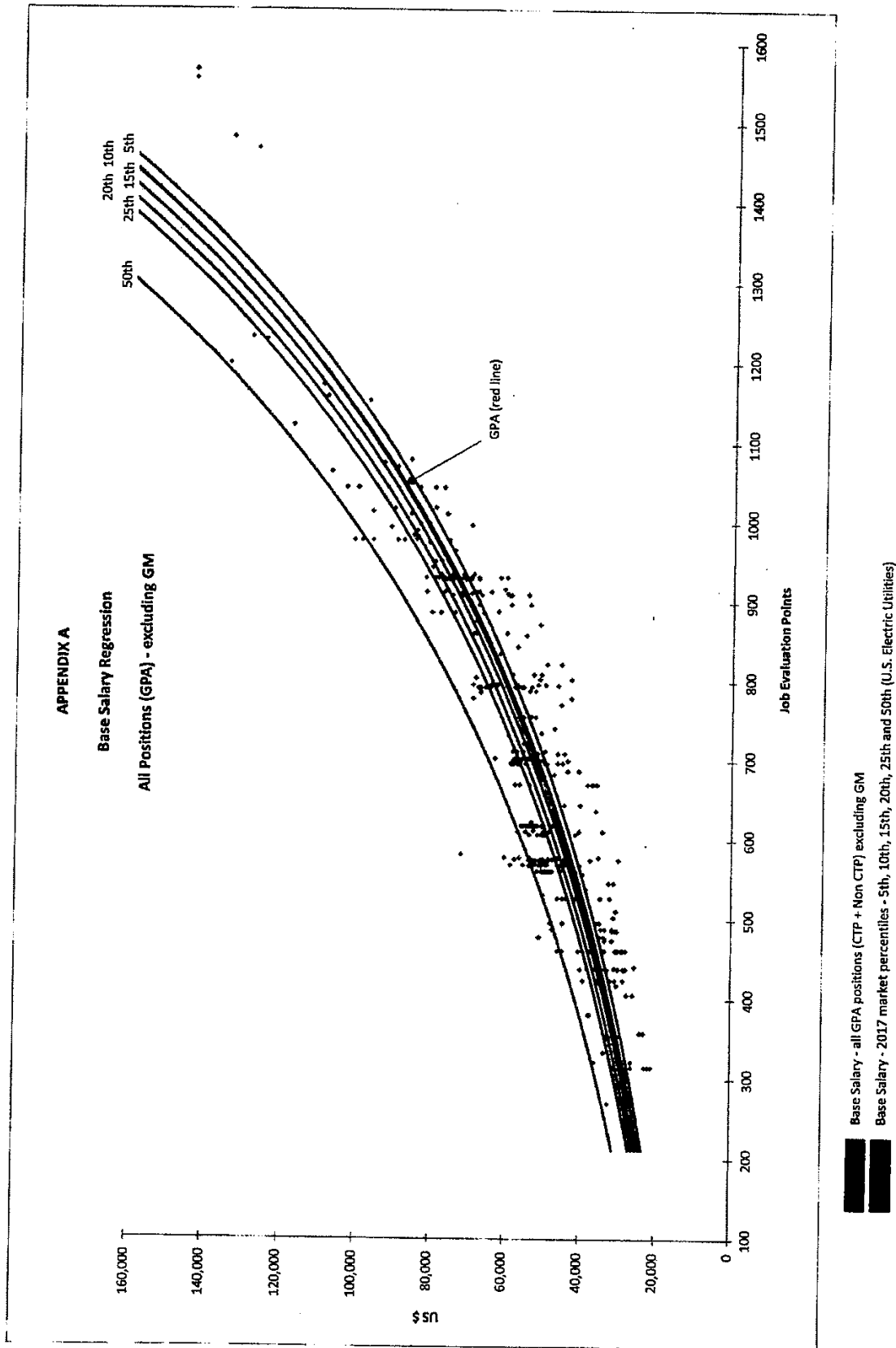
1. Consolidate GPA's compensation model to include all employees i.e. both CTP and Non-CTP employees.

Note : the need to distinguish between CTP and Non-CTP positions has become largely irrelevant as all positions are now deemed critical in providing the Authority's services. This perspective is clearly evident with both PAG and GIAA (excluding ARFF and Airport Police) now incorporating all positions in their respective compensation models.

2. Make an initial structural adjustment (cost permitting) to the 15<sup>th</sup> market percentile based on the 2017 market data. If this can be done we would recommend using the 5 sub-step implementation range cost option as "employee slotting" is closer than using the 7 sub-step cost option. As outlined earlier, this is essentially a status quo adjustment as despite being at the 15<sup>th</sup> market percentile this adjustment targets (in particular) those employees who are below the 15<sup>th</sup> market percentile regression line.
3. Agree on a transition plan (cost permitting) aimed at migrating GPA to a higher market percentile e.g. the 20<sup>th</sup> or 25<sup>th</sup> market percentile based on the 2017 market data. With the eventual target being the 50<sup>th</sup> market percentile (or market average within the U.S. mainland based on the prevailing market) this transition plan will continue the momentum to ensure GPA's compensation model remains externally competitive.
4. Given current controls in a) annually determining the implementation range on offer re : pay for performance, and b) determining the percentage of employees who can receive the "top scores" continue to allow (for employees below the 50<sup>th</sup> market percentile of market average within the U.S. mainland) the employees eventual pay for performance adjustment to be added



to their base salary. This makes computation of any future regression analysis a lot more accurate when comparing results against the prevailing market.



**APPENDIX B**

**ESTIMATED COST IN MIGRATING GPA TO VARIOUS MARKET PERCENTILES  
BASED ON 2017 MARKET DATA**

**GPA - Seven (7) Sub-Step Implementation Range**

Market Percentile 2017	Base Salary	Total Compensation (Base Salary plus Benefits)	Percentage Increase
5th	762,146	1,172,532	2.95
10th	1,018,678	1,567,197	3.95
15th	1,344,417	2,068,334	5.21
20th	1,765,748	2,716,535	6.84
25th	2,246,436	3,456,055	8.70

**GPA - Five (5) Sub-Step Implementation Range**

Market Percentile 2017	Base Salary	Total Compensation (Base Salary plus Benefits)	Percentage Increase
5th	843,378	1,297,505	3.27
10th	1,125,975	1,732,269	4.36
15th	1,483,160	2,281,785	5.75
20th	1,921,254	2,955,775	7.44
25th	2,448,233	3,766,512	9.48

**APPENDIX B1**

**APPENDIX B1**

[illegible]

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**CTP POSITIONS (GPA)**

Authority	POSITION	JE	GRADE
GPA	Accountant I	670	J
GPA	Accountant II	796	K
GPA	Accountant III	913	L
GPA	Accounting Technician I	431	F
GPA	Accounting Technician II	503	G
GPA	Accounting Technician III	606	I
GPA	Administrative Aide	353	D
GPA	Administrative Assistant	527	H
GPA	Administrative Officer	611	I
GPA	AGM Administration	1468	R
GPA	AGM Engineering & Technical Services	1555	R
GPA	AGM Operations	1566	R
GPA	Assistant Chief Financial Officer	1122	O
GPA	Assistant Customer Services Manager	951	M
GPA	Assistant Generation Manager	1100	O
GPA	Assistant Plant Superintendent (Cabras 1&2)	1014	N
GPA	Assistant Plant Superintendent (Cabras 3&4)	1007	N
GPA	Assistant Plant Superintendent (CT / Diesel Systems)	965	N
GPA	Assistant Plant Superintendent (Diesel)	979	N
GPA	Assistant Plant Superintendent (Tanguisson)	1014	N
GPA	Assistant T&D Manager	1070	O
GPA	Auditor I	670	J
GPA	Auditor II	796	K
GPA	Auditor III	913	L
GPA	Board Secretary	582	I
GPA	Budget Analyst	779	K
GPA	Building Maintenance Supervisor	909	L
GPA	Buyer I	381	F
GPA	Buyer II	496	H
GPA	Buyer Supervisor I	735	J
GPA	Buyer Supervisor II	834	K
GPA	Carpenter I	461	G
GPA	Carpenter II	543	I

**CTP POSITIONS (GPA)**

Authority	POSITION	JE	GRADE
GPA	Carpenter Leader	683	J
GPA	Carpenter Supervisor	774	K
GPA	Cashier I	315	C
GPA	Cashier II	358	E
GPA	Chief Budget Officer	994	N
GPA	Chief Electric Power Systems Dispatcher	984	N
GPA	Chief Financial Officer (GPA)	1482	R
GPA	Chief Information Technology Officer	1173	P
GPA	Clerk I	212	A
GPA	Clerk II	270	B
GPA	Clerk III	322	C
GPA	Clerk Typist I	270	B
GPA	Clerk Typist II	322	C
GPA	Clerk Typist III	346	D
GPA	Collection Agent	421	E
GPA	Collection Supervisor	795	K
GPA	Communication / Electronic Technician Leader	709	J
GPA	Communication / Electronic Technician I	479	G
GPA	Communication / Electronic Technician II	575	I
GPA	Communication / Electronic Technician Supervisor	910	L
GPA	Computer Operations Supervisor	844	K
GPA	Computer Operator I	356	E
GPA	Computer Operator II	506	G
GPA	Computer Operator III	637	I
GPA	Computer Systems Analyst I	771	J
GPA	Computer Systems Analyst II	910	L
GPA	Computer Technician I	479	G
GPA	Computer Technician II	575	I
GPA	Computer Technician Leader	709	J
GPA	Computer Technician Supervisor	897	L
GPA	Construction Inspector I	498	G
GPA	Construction Inspector II	622	I
GPA	Construction Inspector III	732	K



**CTP POSITIONS (GPA)**

Authority	POSITION	JE	GRADE
GPA	Contracts Administrator	798	K
GPA	Control Operator	793	K
GPA	Controller	1079	O
GPA	Customer Service Electrician I	439	G
GPA	Customer Service Electrician II	527	I
GPA	Customer Service Electrician Leader	660	J
GPA	Customer Service Electrician Supervisor	851	K
GPA	Customer Service Representative	461	G
GPA	Customer Service Representative Supervisor	795	K
GPA	Database Administrator	822	J
GPA	Electric Meter Reader I	319	C
GPA	Electric Meter Reader II	406	E
GPA	Electric Meter Reader Leader	553	H
GPA	Electric Meter Reader Supervisor	734	J
GPA	Electric Operation Trainee	364	C
GPA	Electric Power Laboratory Chief	952	M
GPA	Electric Power Systems Dispatcher I	788	K
GPA	Electric Power Systems Dispatcher II	911	L
GPA	Electric Power Systems Dispatcher Technician	660	J
GPA	Electric Relay Technician I	486	G
GPA	Electric Relay Technician II	575	I
GPA	Electric Relay Technician Leader	718	J
GPA	Electric Relay Technician Supervisor	911	L
GPA	Electrician Troubleshooter	697	J
GPA	Employee Development Specialist I	503	H
GPA	Employee Development Specialist II	670	J
GPA	Employee Development Specialist III	796	K
GPA	Engineer I	687	J
GPA	Engineer II	809	K
GPA	Engineer III	931	M
GPA	Engineer Supervisor	1044	O
GPA	Engineering Aide I	298	C
GPA	Engineering Aide II	339	D

**CTP POSITIONS (GPA)**

Authority	POSITION	JE	GRADE
GPA	Engineering Aide III	441	F
GPA	Engineering Technician I	482	G
GPA	Engineering Technician II	578	J
GPA	Environmental Manager	1158	O
GPA	Equipment Operator I	397	E
GPA	Equipment Operator II	445	F
GPA	Equipment Operator III	511	G
GPA	Equipment Operator IV	546	H
GPA	Equipment Operator Leader I	644	I
GPA	Equipment Operator Leader II	661	J
GPA	Equipment Operator Supervisor	795	K
GPA	Facilities Manager	997	M
GPA	Fleet Support Services Manager	1015	N
GPA	General Manager (GPA)	1831	S
GPA	GIS Analyst I	502	H
GPA	GIS Analyst II	612	J
GPA	GIS Analyst III	756	K
GPA	Heavy Equipment Mechanic I	477	G
GPA	Heavy Equipment Mechanic II	561	I
GPA	Heavy Equipment Mechanic Leader	700	J
GPA	Heavy Equipment Mechanic Supervisor	909	L
GPA	Help Desk Support Supervisor	771	J
GPA	Help Desk Technician	575	I
GPA	HVCS / Electrician I	486	G
GPA	HVCS / Electrician II	570	I
GPA	HVCS / Electrician Leader	703	J
GPA	HVCS / Electrician Supervisor	911	L
GPA	Information Security Administrator	822	J
GPA	Information Technology Manager	1064	O
GPA	Internal Auditor	1019	N
GPA	Inventory Management Officer	824	K
GPA	Land Agent I	362	E
GPA	Land Agent II	465	G

**CTP POSITIONS (GPA)**

Authority	POSITION	JE	GRADE
GPA	Land Agent III	531	I
GPA	Line Electrician I	486	G
GPA	Line Electrician II	568	I
GPA	Line Electrician Leader	702	J
GPA	Line Electrician Supervisor	911	L
GPA	Line Inspector	623	J
GPA	Machinist I	482	G
GPA	Machinist II	570	I
GPA	Machinist Leader	700	J
GPA	Maintenance Planner	796	K
GPA	Maintenance Worker	422	E
GPA	Management Analyst I	503	H
GPA	Management Analyst II	670	J
GPA	Management Analyst III	796	K
GPA	Management Analyst IV	913	L
GPA	Manager of Engineering	1232	Q
GPA	Manager of Generation	1229	Q
GPA	Meter / Relay Superintendent	1018	N
GPA	Meter Electrician I	478	G
GPA	Meter Electrician II	569	I
GPA	Meter Electrician Leader	712	J
GPA	Meter Electrician Supervisor	911	L
GPA	Network Systems Administrator	897	L
GPA	Payroll Clerk I	346	D
GPA	Payroll Clerk II	438	G
GPA	Payroll Clerk III	493	H
GPA	Payroll Supervisor	805	K
GPA	Personnel Assistant I	364	D
GPA	Personnel Assistant II	433	F
GPA	Personnel Services Administrator	1064	O
GPA	Personnel Specialist I	503	H
GPA	Personnel Specialist II	670	J
GPA	Personnel Specialist III	796	K

**CTP POSITIONS (GPA)**

Authority	POSITION	JE	GRADE
GPA	Personnel Specialist IV	913	L
GPA	Planner Work Co-Ordinator (Transportation)	561	H
GPA	Plant Electrician / Instrument Maintenance Supervisor	911	L
GPA	Plant Electrician I	478	G
GPA	Plant Electrician II	569	I
GPA	Plant Electrician Leader	712	J
GPA	Plant Instrument Technician I	488	G
GPA	Plant Instrument Technician II	576	I
GPA	Plant Instrument Technician Leader	722	J
GPA	Plant Maintenance Mechanic I	477	G
GPA	Plant Maintenance Mechanic II	561	I
GPA	Plant Maintenance Mechanic Leader	700	J
GPA	Plant Maintenance Supervisor	909	L
GPA	Plant Maintenance Welder I	477	G
GPA	Plant Maintenance Welder II	557	I
GPA	Plant Maintenance Welder III	696	J
GPA	Plant Operator / Main. Mechanic Leader	755	J
GPA	Plant Operator / Maintenance Supervisor	929	L
GPA	Plant Operator / Maintenance Worker I	488	G
GPA	Plant Operator / Maintenance Worker II	607	J
GPA	Plant Operator I	438	F
GPA	Plant Operator II	488	G
GPA	Plant Operator III	618	J
GPA	Plant Results Supervisor	908	L
GPA	Plant Shift Supervisor	935	L
GPA	Plant Utility Worker	348	D
GPA	Plant Water Technician I	469	G
GPA	Plant Water Technician II	576	I
GPA	Plant Water Technician Leader	656	J
GPA	Power Plant Maintenance Superintendent (CMWS)	998	N
GPA	Power Systems Superintendent (Overhead)	999	N
GPA	Power Systems Superintendent (Substation)	1011	N
GPA	Power Systems Superintendent (Underground)	1011	N

**CTP POSITIONS (GPA)**

Authority	POSITION	JE	GRADE
GPA	Program Coordinator I	503	H
GPA	Program Coordinator II	670	J
GPA	Program Coordinator III	796	K
GPA	Program Coordinator IV	913	L
GPA	Programmer / Analyst Supervisor	916	L
GPA	Programmer Analyst	683	J
GPA	PSCC Manager	1153	P
GPA	PSCC Superintendent	1047	N
GPA	Public Information Officer	926	M
GPA	Refrigeration Mechanic I	477	G
GPA	Refrigeration Mechanic II	561	I
GPA	Refrigeration Mechanic Leader	696	J
GPA	Revenue Protection Field Investigator	794	K
GPA	Revenue Protection Utility Analyst	913	L
GPA	Right of Way Supervisor	915	L
GPA	Risk Analyst	779	K
GPA	Safety Administrator	975	M
GPA	Safety Inspector I	418	F
GPA	Safety Inspector II	539	H
GPA	Safety Inspector III	741	J
GPA	Safety Supervisor	872	K
GPA	SCADA Technician I	589	I
GPA	SCADA Technician II	705	J
GPA	SCADA Technician Leader	809	K
GPA	SCADA Technician Supervisor	926	L
GPA	Secretary I	378	E
GPA	Secretary I (Typist)	378	E
GPA	Secretary II	438	G
GPA	Secretary II (Typist)	438	G
GPA	Shop Planner	786	K
GPA	Special Projects Engineer	978	N
GPA	SPORD Manager	1236	Q
GPA	Staff Attorney	1199	P

**CTP POSITIONS (GPA)**

Authority	POSITION	JE	GRADE
GPA	Storekeeper I	322	C
GPA	Storekeeper II	424	F
GPA	Substation Electrician I	486	G
GPA	Substation Electrician II	570	I
GPA	Substation Electrician Leader	703	J
GPA	Substation Electrician Supervisor	911	L
GPA	Supply Clerk	322	C
GPA	Supply Management Administrator	990	M
GPA	Survey Supervisor	900	L
GPA	System Protection Engineer (Substation)	944	M
GPA	Systems Analyst I	725	J
GPA	Systems Analyst II	910	L
GPA	Systems Manager	1064	O
GPA	T&D Manager	1196	P
GPA	Tool Mechanic	390	E
GPA	Trouble Dispatcher	474	G
GPA	Trouble Dispatcher Leader	600	J
GPA	Utility Auditor I	670	J
GPA	Utility Auditor II	796	K
GPA	Utility Auditor III	913	L
GPA	Utility Services Administrator	1075	O
GPA	Utility Worker	348	D
GPA	Warehouse Supervisor I	724	J
GPA	Warehouse Supervisor II	803	K
GPA	Word Processing Secretary I	378	E
GPA	Word Processing Secretary II	438	G

**PROPOSED NEW POSITIONS TO ADD TO CTP LIST (GPA)**

Authority	POSITION	JE	GRADE
GPA	Accounting Technician I	431	F
GPA	Accounting Technician II	503	G
GPA	Accounting Technician III	606	I
GPA	Administrative Aide	353	D
GPA	Administrative Assistant	527	H
GPA	Board Secretary	582	I
GPA	Buyer I	381	F
GPA	Cashier I	315	C
GPA	Cashier II	358	E
GPA	Clerk I	212	A
GPA	Clerk II	270	B
GPA	Clerk III	322	C
GPA	Clerk Typist I	270	B
GPA	Clerk Typist II	322	C
GPA	Clerk Typist III	346	D
GPA	Engineering Aide I	298	C
GPA	Engineering Aide II	339	D
GPA	Engineering Aide III	441	F
GPA	Maintenance Worker	422	E
GPA	Payroll Clerk I	346	D
GPA	Payroll Clerk II	438	G
GPA	Payroll Clerk III	493	H
GPA	Personnel Assistant I	364	D
GPA	Personnel Assistant II	433	F
GPA	Secretary I	378	E
GPA	Secretary I (Typist)	378	E
GPA	Secretary II	438	G
GPA	Secretary II (Typist)	438	G
GPA	Storekeeper I	322	C
GPA	Storekeeper II	424	F
GPA	Supply Clerk	322	C
GPA	Utility Worker	348	D
GPA	Word Processing Secretary I	378	E
GPA	Word Processing Secretary II	438	G

## PROPOSED NEW POSITIONS TO ADD TO CTP LIST (GPA)

Five (5) Sub-Step Implementation Range (15th Market Percentile)											
UTILITY	STATUS (NEW)	POSITION	JE	STRUCTURAL ADJUSTMENT - MIN				STRUCTURAL ADJUSTMENT - MAX			
				BASE SALARY	GRADE	STEP	SUB STEP	BASE SALARY	GRADE	STEP	SUB STEP
GPA	FILLED	ADMINISTRATIVE AIDE	353	29,660	D	4	B	30,864	D	5	B
GPA	FILLED	ADMINISTRATIVE ASSISTANT	527	39,717	H	5	D	41,329	H	6	D
GPA	FILLED	BUYER I	381	31,430	F	3	C	32,706	F	4	C
GPA	FILLED	CASHIER I	315	27,445	C	4	A	28,559	C	5	A
GPA	FILLED	CASHIER II	358	30,550	E	4	B	31,790	E	5	B
GPA	FILLED	CLERK II	270	25,942	B	4	D	26,995	B	5	D
GPA	FILLED	CLERK III	322	27,997	C	4	C	29,133	C	5	C
GPA	FILLED	ENGINEERING AIDE III	441	32,062	F	4	A	33,364	F	5	A
GPA	FILLED	MAINTENANCE WORKER	422	32,429	E	5	D	33,746	E	6	D
GPA	FILLED	PAYROLL CLERK II	438	33,649	G	3	D	35,015	G	4	D
GPA	FILLED	STOREKEEPER I	322	27,445	C	4	A	28,559	C	5	A
GPA	FILLED	STOREKEEPER II	424	32,706	F	4	C	34,034	F	5	C
GPA	FILLED	UTILITY WORKER	348	28,788	D	3	C	29,956	D	4	C
GPA	FILLED	WORD PROCESSING SECRETARY II	438	33,649	G	3	D	35,015	G	4	D

Five (5) Sub-Step Implementation Range (15th Market Percentile)											
UTILITY	STATUS (NEW)	POSITION	JE	STRUCTURAL ADJUSTMENT - MIN				STRUCTURAL ADJUSTMENT - MAX			
				BASE SALARY	GRADE	STEP	SUB STEP	BASE SALARY	GRADE	STEP	SUB STEP
GPA	NEW	ACCOUNTING TECHNICIAN I	431	32,062	F	4	A	33,364	F	5	A
GPA	NEW	ACCOUNTING TECHNICIAN II	503	36,437	G	5	D	37,917	G	6	D
GPA	NEW	ACCOUNTING TECHNICIAN III	606	44,042	I	5	C	45,830	I	6	C
GPA	NEW	CLERK I	212	23,100	A	4	A	24,038	A	5	A
GPA	NEW	CLERK TYPIST I	270	25,942	B	4	D	26,995	B	5	D
GPA	NEW	CLERK TYPIST II	322	27,997	C	4	C	29,133	C	5	C
GPA	NEW	CLERK TYPIST III	346	29,660	D	4	B	30,864	D	5	B
GPA	NEW	ENGINEERING AIDE I	298	26,638	C	3	B	27,719	C	4	B
GPA	NEW	ENGINEERING AIDE II	339	28,503	D	3	B	29,660	D	4	B
GPA	NEW	PAYROLL CLERK I	346	28,788	D	3	C	29,956	D	4	C
GPA	NEW	PAYROLL CLERK III	493	38,549	H	5	A	40,114	H	6	A
GPA	NEW	PERSONNEL ASSISTANT I	364	29,660	D	4	B	30,864	D	5	B
GPA	NEW	PERSONNEL ASSISTANT II	433	33,033	F	4	D	34,375	F	5	D
GPA	NEW	SECRETARY I	378	31,164	E	4	D	32,429	E	5	D
GPA	NEW	SECRETARY I (TYPIST)	378	31,164	E	4	D	32,429	E	5	D
GPA	NEW	SECRETARY II	438	33,649	G	3	D	35,015	G	4	D
GPA	NEW	SECRETARY II (TYPIST)	438	33,649	G	3	D	35,015	G	4	D
GPA	NEW	SUPPLY CLERK	322	27,445	C	4	A	28,559	C	5	A
GPA	NEW	WORD PROCESSING SECRETARY I	378	31,164	E	4	D	32,429	E	5	D



## PROPOSED NEW POSITIONS TO ADD TO CTP LIST (GPA)

Seven (7) Sub-Step Implementation Range (15th Market Percentile)											
UTILITY	STATUS (NEW)	POSITION	JE	STRUCTURAL ADJUSTMENT - MIN				STRUCTURAL ADJUSTMENT - MAX			
				BASE SALARY	GRADE	STEP	SUB STEP	BASE SALARY	GRADE	STEP	SUB STEP
GPA	FILLED	ADMINISTRATIVE AIDE	353	29,075	D	3	D	30,864	D	5	B
GPA	FILLED	ADMINISTRATIVE ASSISTANT	527	38,934	H	5	B	41,329	H	6	D
GPA	FILLED	BUYER I	381	30,811	F	3	A	32,706	F	4	C
GPA	FILLED	CASHIER I	315	26,904	C	3	C	28,559	C	5	A
GPA	FILLED	CASHIER II	358	29,948	E	3	D	31,790	E	5	B
GPA	FILLED	CLERK II	270	25,431	B	4	B	26,995	B	5	D
GPA	FILLED	CLERK III	322	27,445	C	4	A	29,133	C	5	C
GPA	FILLED	ENGINEERING AIDE III	441	31,430	F	3	C	33,364	F	5	A
GPA	FILLED	MAINTENANCE WORKER	422	31,790	E	5	B	33,746	E	6	D
GPA	FILLED	PAYROLL CLERK II	438	32,986	G	3	B	35,015	G	4	D
GPA	FILLED	STOREKEEPER I	322	26,904	C	3	C	28,559	C	5	A
GPA	FILLED	STOREKEEPER II	424	32,062	F	4	A	34,034	F	5	C
GPA	FILLED	UTILITY WORKER	348	28,220	D	3	A	29,956	D	4	C
GPA	FILLED	WORD PROCESSING SECRETARY II	438	32,986	G	3	B	35,015	G	4	D

Seven (7) Sub-Step Implementation Range (15th Market Percentile)											
UTILITY	STATUS (NEW)	POSITION	JE	STRUCTURAL ADJUSTMENT - MIN				STRUCTURAL ADJUSTMENT - MAX			
				BASE SALARY	GRADE	STEP	SUB STEP	BASE SALARY	GRADE	STEP	SUB STEP
GPA	NEW	ACCOUNTING TECHNICIAN I	431	31,430	F	3	C	33,364	F	5	A
GPA	NEW	ACCOUNTING TECHNICIAN II	503	35,719	G	5	B	37,917	G	6	D
GPA	NEW	ACCOUNTING TECHNICIAN III	606	43,174	I	5	A	45,830	I	6	C
GPA	NEW	CLERK I	212	22,645	A	3	C	24,038	A	5	A
GPA	NEW	CLERK TYPIST I	270	25,431	B	4	B	26,995	B	5	D
GPA	NEW	CLERK TYPIST II	322	27,445	C	4	A	29,133	C	5	C
GPA	NEW	CLERK TYPIST III	346	29,075	D	3	D	30,864	D	5	B
GPA	NEW	ENGINEERING AIDE I	298	26,113	C	2	D	27,719	C	4	B
GPA	NEW	ENGINEERING AIDE II	339	27,941	D	2	D	29,660	D	4	B
GPA	NEW	PAYROLL CLERK I	346	28,220	D	3	A	29,956	D	4	C
GPA	NEW	PAYROLL CLERK III	493	37,789	H	4	C	40,114	H	6	A
GPA	NEW	PERSONNEL ASSISTANT I	364	29,075	D	3	D	30,864	D	5	B
GPA	NEW	PERSONNEL ASSISTANT II	433	32,383	F	4	B	34,375	F	5	D
GPA	NEW	SECRETARY I	378	30,550	E	4	B	32,429	E	5	D
GPA	NEW	SECRETARY I (TYPIST)	378	30,550	E	4	B	32,429	E	5	D
GPA	NEW	SECRETARY II	438	32,986	G	3	B	35,015	G	4	D
GPA	NEW	SECRETARY II (TYPIST)	438	32,986	G	3	B	35,015	G	4	D
GPA	NEW	SUPPLY CLERK	322	26,904	C	3	C	28,559	C	5	A
GPA	NEW	WORD PROCESSING SECRETARY I	378	30,550	E	4	B	32,429	E	5	D

## **GUAM WATERWORKS AUTHORITY EXECUTIVE REPORT**

### **MISSION STATEMENT: The Guam Waterworks Authority SHALL**

**Provide outstanding customer service by delivering excellent water and wastewater services in a safe, reliable, responsible and cost effective manner.**

### **AUTHORITY:**

#### *12 GCA CHAPTER 14, GUAM WATERWORKS AUTHORITY*

##### *§14103. Continuation of Existence.*

*Guam Waterworks Authority (GWA) is continued in existence as a public corporation.*

##### *§ 14105. Governance of Authority.*

*All powers vested in the Authority, except as provided herein, shall be exercised by the Consolidated Commission on Utilities, as established in Chapter 79 of Title 12 of the Guam Code Annotated.*

#### *4 GCA §6303 (d) - Creation of positions.*

*GWA Personnel Rules & Regulations; Paragraph A to the Glossary of GWA's Personnel Rules - Certified, Technical, and Professional Positions (as amended by Public Law 28-159 Section 3 (c)):*

### **SUMMARY:**

The Guam Waterworks Authority owns and operates an extensive network of facilities that provides water and wastewater services to the majority of island residents. These facilities represent a significant investment and include substantial visible and underground infrastructure assets.

GWA Operates and maintains more than 200 water facilities on Guam. The facility types can generally be classified as sources, reservoirs, and waster booster pumping stations. GWA is also responsible for three public water systems. The Northern, Central and Southern Public Water Systems.

GWA provides wastewater services for Guam's general population and Andersen Air Force Base. The wastewater system consists of seven wastewater basins: Agat, Umatac - Merizo, Inajaran, Baza Gardens, Pago Socio, Northern District and Hagatna.

While these efforts support efficient and reliable utility service, they cannot abate the growing cyber and physical security threats to the Authority. GWA continues to build better business processes and optimize its assets, the roles of *all employees* have become increasingly critical to the defense of potential security breaches to the GWA infrastructure.

Security breaches and threats – both physical and cyber -impact people, information, functions and physical assets. These hazards can range from workplace violence, crime, including personal and property thefts, terrorism acts, and natural disasters to name a few.

All employees are responsible to conduct safe work practices in their working environment and to secure their work places to delay or deter threats to GWA facilities. Examples of this include, and are not limited to:

*Cashier* duties involving the ability to observe the actions and behavior of a potential adversary and alerting authorities, protecting the face-to-face cash handling process and securing customer information when conducting payment transactions using the proprietary customer service program that is interconnected to the GWA network.

*Administrative and clerical duties* involve securing and updating employee and customer data on the utility's integrated network and protecting access to this information. This also includes observance and monitoring of internal and external customers access to office business and processes.

*Finance and Accounting duties* involve responsibility for the financial records of the Authority. This includes: analyzing financial statements, long range financial planning, enhancing and monitoring internal controls, preparing annual budgets, external/internal audit functions, debt/financing proposals, managing investments, revenue collection and tracking. Accounting computer based applications used in carrying out the functions of Finance and Accounting include, but not limited to the JD Edwards Accounting Modules and Customer Care and Billing system.

*Maintenance Worker* duties involve work the maintenance of GWA facilities including facilities, treatment plants, pumping stations, wells and the administration office building. They must be cognizant to hazard conditions at these sites and apply corrective measures to minimize risks to integrity of these physical assets.

*Procurement* duties include the purchasing of materials and equipment, and the storing of equipment, materials and parts relevant to operations work such as water distribution, water production and treatment, wastewater collection and wastewater treatment plants and facilities overhauls, underground water and sewer line construction and repairs, and conducting inventory of large bulk items unique to the GWA operations. Measures are implemented to protect access to warehouses and storage areas from unauthorized persons. Additional duties include inputting and retrieving data on the utility's integrated network for accountability.

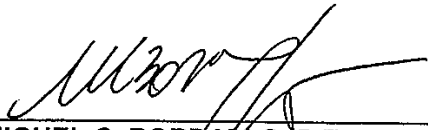
The security of GWA's assets is paramount. The whole organization is accountable for ensuring safety and preparedness of its employees when safety and security at any level is compromised.

GWA has embarked on a cybersecurity training program for all employees. GWA will also implement a physical security training program. These training programs are the initial stages of enhancing employees' awareness and knowledge of the importance of securing GWA assets and its environment.

Recently, an updated market review of all positions was conducted and determined GWA's position in the market is relatively at the 15<sup>th</sup> market percentile of the 2017 Market Data (Appendix A). The review included an adjustment of the pay scale to address obsolete pay grades that were in place since 2007, and a refit and reset of new grades to coincide with the 2017 Market Data (Appendices B and C). The proposed creation of positions were also included in the market review update (Appendices D1 - D17)

Based on the foregoing, management recognizes that all positions are critical to the safety and welfare of GWA operations. In meeting management's needs for the efficacy of operating the utility within modern industry standards, we recommend the following:

- a) To approve the proposed creation of positions (delineated in Appendices D1 – D17); and
- b) To add these newly created positions (delineated in Appendices D1 – D17) to GWA's list of Certified, Technical and Professional positions (delineated in Appendix C).
- c) To accept the recommendations of the market review update for CTP positions, including a new pay scale, the refit and reset of new grades to coincide with the 2017 market data, and implementation of a structural adjustment subject to the availability of funds (Appendices A and B).
- d) To maintain uniformity in the application of the promotion/demotion/transfer pay policy relative to CCU Resolution No. 2012-49 for all CTP positions covered under the Strategic Pay Scale, apply CCU Resolution No. 2012-49 to GPA and GWA business processes (delineated in Appendices E1 – E16).

  
\_\_\_\_\_  
MIGUEL C. BORDALLO, P.E.  
General Manager, GWA

9.12.17  
Date

GUAM WATERWORKS AUTHORITY  
COMPENSATION & BENEFITS STUDY  
Market Review

Executive Summary  
September 2017



ALAN SEARLE & ASSOCIATES  
*Management Consultants, Russell, New Zealand*

## **A. Background**

With the passing of public laws PL 28-113 and PL 28-159 GWA was given the mandate to implement a new market based compensation model that would aid the attraction and retention of "Certified Technical and Professional" or CTP personnel. The law was a result of concerns that the Authority was losing highly skilled personnel due to the fact that current salaries and compensation were not sufficient to attract and retain such personnel.

Through the RFP process, GWA in 2005 engaged the consulting services of Alan Searle & Associates to undertake the above compensation study. This was an extensive project involving three stages as follows :

The first stage of the study focused on job evaluation which involved applying a structured methodology of twelve (12) individual factors to assess all CTP positions. Each factor derived a point value with their sum representing the "total point" value of the position. The process was important as it re-established the internal equity of all positions based on job size. An exponential regression analysis was then undertaken to determine GWA's base salary pay line. This step was also important in that the resulting base salary pay line could eventually be compared to the market percentiles identified in Stage Two.

The second stage involved gathering external pay data on all CTP positions. The target market was the U.S. water industry and extensive data was gathered from a number of sources including the AWWA (American Water Works Association), U.S. Bureau of Labor Statistics (BLS), U.S. Department of Labor (DOL), U.S. Federal Government / Civil Service, U.S. Military, Web Based Compensation Companies, U.S. Utility Recruitment Companies and U.S. Utility Company Websites. The resulting data was analyzed and presented as market percentiles (5<sup>th</sup> through to the 95<sup>th</sup>) with the 50<sup>th</sup> market percentile being the market average. A second exponential regression analysis was then undertaken to compare GWA's base salary pay line against the market percentiles as gathered in 2008.

The results validated GWA's market vulnerability as their base salary pay line (for a large number of CTP positions) was clearly below the 5<sup>th</sup> market percentile. This was an exceptionally low position and validated the ongoing difficulties GWA had been experiencing in being able to attract and retain CTP employees. The situation at the time was further exacerbated by Gov. Guam policy (Hay methodology) that stipulated that employees on Step 10 and above receive a 3.5% increment (based on satisfactory performance) once every two (2) years. On an annualized basis this was clearly below the CPI (Consumer Price Index).

With the passing of resolution 01-FY2008 the CCU approved a transition period (beginning in fiscal year 2008) to migrate all CTP positions to a more competitive position in the market. The CCU resolution approved a five-year phase-in using the 5<sup>th</sup>, 15<sup>th</sup>, 25<sup>th</sup>, 35<sup>th</sup> and 50<sup>th</sup> market percentiles as targets for 2008 and subsequent years.

The third stage of the review focused on implementation and the transition of all CTP employees into the new compensation model. The new salary schedule has twenty-six (26) alphabetical grades each with twenty (20) numeric steps. An additional feature was the introduction of four (4) sub-steps per step which amounts to eighty sub-steps in total. Each sub-step increases base salary by 1% and was introduced to allow a performance range for GWA to ultimately pay for performance.

The outcome of the above was the identification of a specific implementation range for each CTP position. With each implementation range encompassing sixteen (16) sub-steps the final phase was to migrate all CTP employees into the new compensation model. In completing this exercise the following three implementation criteria was applied : education, experience and performance. The end result was a score (for each employee) that could be transposed to their specific implementation range and a new grade, step and sub-step identified.

#### **B. Current Review (2017)**

The current review replicates the second stage above in order to provide updated market data as at 2017. Once again the target market was the U.S. water industry and extensive data was gathered from a number of sources including the AWWA (American Water Works Association), U.S. Bureau of Labor Statistics (BLS), U.S. Department of Labor (DOL), U.S. Federal Government / Civil Service, U.S. Military, Web Based Compensation Companies, U.S. Utility Recruitment Companies and U.S. Utility Company Websites.

In summary, external pay data was gathered on 230 positions (both CTP and Non-CTP) with results once again being analyzed and presented as market percentiles (5<sup>th</sup> through to the 95<sup>th</sup>). Please note that as with the earlier study the 50<sup>th</sup> market percentile represents the market average (U.S. mainland). An exponential regression analysis was then undertaken (see Appendix A) to compare GWA's base salary pay line against the 2017 market percentiles as gathered.

#### **C. Observations / Recommendations**

In terms of recommendations the focus must be on ensuring that GWA's compensation model (cost permitting) is in the most competitive position it can be with regards the external market place. Whilst any increase in market position obviously comes at a cost this must be weighed against the Authority's ability to attract and retain competent employees.

With reference to Appendix A, GWA's market position in 2008 was extremely vulnerable with a large number of employees well below the 5<sup>th</sup> market percentile. Whilst some adjustments were made to correct the situation the market has unfortunately continued to move through to 2017. Given those early initiatives taken by the CCU we would now place GWA (with reference to Appendix A) at just below the 5<sup>th</sup> market percentile based on the 2017 market data that has been obtained.

Having determined GWA's current market position (relative to the 2017 market data) we then completed a number of cost options aimed at migrating GWA to a more competitive market position. These included migrating to the 5<sup>th</sup> (essentially a status quo option), 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup> and 25<sup>th</sup> market percentiles. The costing process also included both a 5 sub-step and 7 sub-step implementation range for employee "slotting" purposes. The results are shown in Appendix B.

In undertaking the above cost analysis it also became apparent that an updated pay schedule was also required. With the current pay schedule now 10 years old, grades A, B & C have become redundant and are no longer being used. The need for an update is also reflected in the fact that some employees are approaching or have exceeded Step 20, Sub-step D.

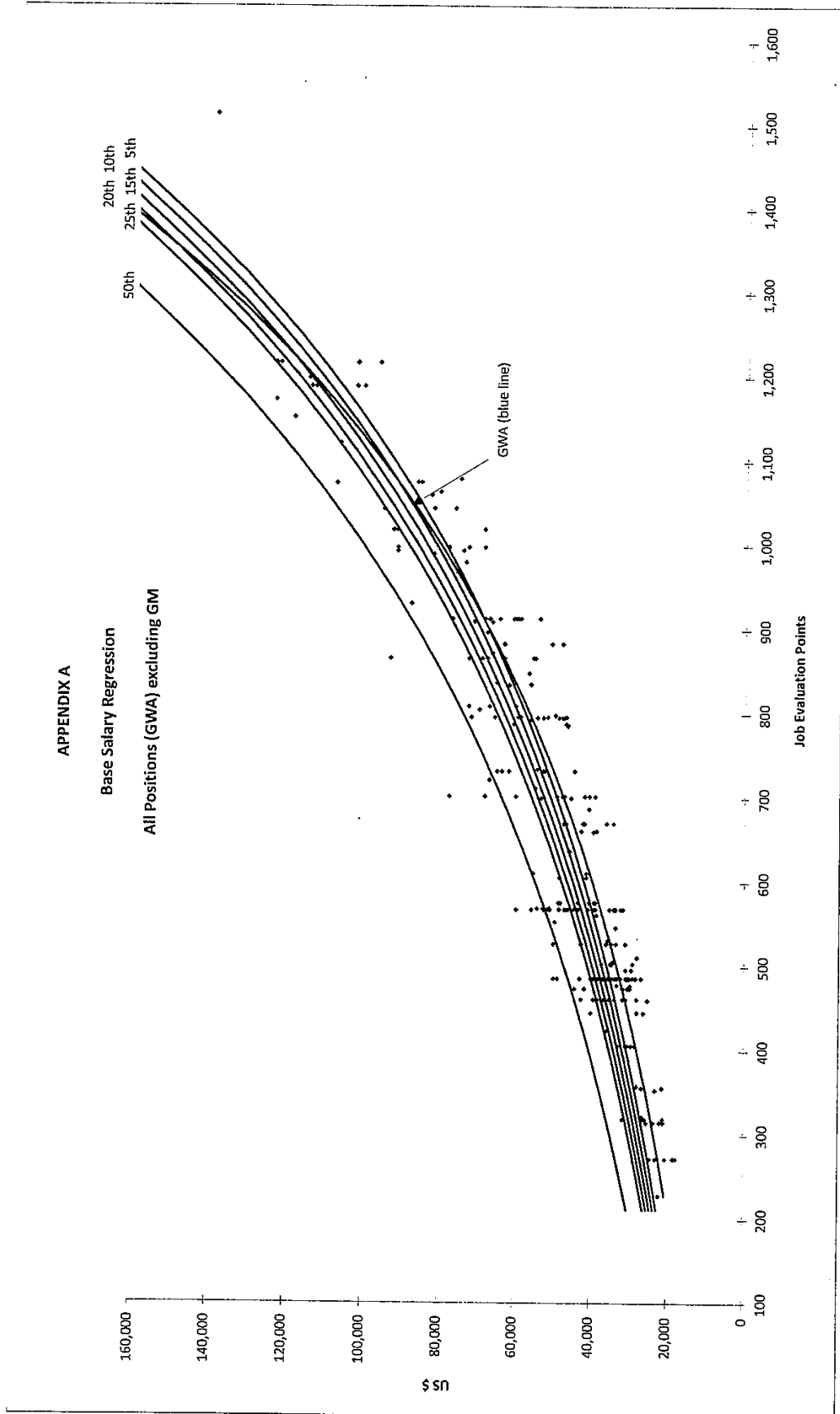
In terms of a course of action our recommendations are as follows :

1. Consolidate GWA's compensation model to include all employees i.e. both CTP and Non-CTP employees.

Note : the need to distinguish between CTP and Non-CTP positions has become largely irrelevant as all positions are now deemed critical in providing the Authority's services. This perspective is clearly evident with both PAG and GIAA (excluding ARFF and Airport Police) now incorporating all positions in their respective compensation models.

2. Make an initial structural adjustment (cost permitting) to the 5<sup>th</sup> market percentile based on the 2017 market data. If this can be done we would recommend using the 5 sub-step implementation range cost option as "employee slotting" is closer than using the 7 sub-step cost option. As outlined earlier, this is essentially a status quo adjustment as despite being at just below the 5<sup>th</sup> market percentile this adjustment targets (in particular) those employees who are below the 5<sup>th</sup> market percentile regression line.
3. Agree on a transition plan (cost permitting) aimed at migrating GWA to a higher market percentile e.g. the 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup> or 25<sup>th</sup> market percentile based on the 2017 market data. With the eventual target being the 50<sup>th</sup> market percentile (or market average within the U.S. mainland based on the prevailing market) this transition plan will continue the momentum to ensure GWA's compensation model is externally competitive.
4. Given current controls in a) annually determining the implementation range on offer re : pay for performance, and b) determining the percentage of employees who can receive the "top scores" continue to allow (for employees below the 50<sup>th</sup> market percentile of market average within the U.S. mainland) the employees eventual pay for performance adjustment to be added to their base salary. This makes computation of any future regression analysis a lot more accurate when comparing results against the prevailing market.





Base Salary - all GWA positions (CTP + Non CTP) excluding GM

Base Salary - 2017 market percentiles - 5th, 10th, 15th, 20th, 25th and 50th (U.S. Water / Wastewater Utilities)

## APPENDIX B

## ESTIMATED COST IN MIGRATING GWA TO VARIOUS MARKET PERCENTILES

## BASED ON 2017 MARKET DATA

## GWA - Seven (7) Sub-Step Implementation Range

Market Percentile 2017	Base Salary	Total Compensation (Base Salary plus Benefits)	Percentage Increase
5th	971,101	1,494,002	6.52
10th	1,258,166	1,935,640	8.44
15th	1,574,160	2,421,785	10.56
20th	1,924,266	2,960,409	12.91
25th	2,302,416	3,542,178	15.45

## GWA - Five (5) Sub-Step Implementation Range

Market Percentile 2017	Base Salary	Total Compensation (Base Salary plus Benefits)	Percentage Increase
5th	1,053,018	1,620,028	7.07
10th	1,348,839	2,075,137	9.05
15th	1,674,843	2,576,682	11.24
20th	2,034,034	3,129,283	13.65
25th	2,423,857	3,729,011	16.26

71

[illegible]

[illegible]

[illegible]

**CTP POSITIONS (GWA)**

Authority	Position	JE Points	Grade
GWA	Accountant I	670	J
GWA	Accountant II	796	K
GWA	Accountant III	913	L
GWA	Accounting Technician I	431	F
GWA	Accounting Technician II	503	G
GWA	Accounting Technician III	606	I
GWA	Administrative Aide	353	D
GWA	Administrative Assistant	527	H
GWA	Administrative Officer	611	I
GWA	Asset Man. and Maint. Information System Officer	913	L
GWA	Assistant Chief Engineer	1232	Q
GWA	Assistant Chief Financial Officer	1122	O
GWA	Assistant General Manager Collection & Distribution	1173	P
GWA	Assistant General Manager Compliance & Safety	1152	O
GWA	Assistant General Manager Production & Treatment	1173	P
GWA	Automotive Mechanic I	477	G
GWA	Automotive Mechanic II	561	I
GWA	Biologist I	590	H
GWA	Biologist II	708	J
GWA	Biologist III	848	K
GWA	Budget Analyst	779	K
GWA	Building Custodian	228	A
GWA	Buyer I	381	F
GWA	Buyer II	496	H
GWA	Buyer Supervisor I	735	J
GWA	Buyer Supervisor II	834	K

**CTP POSITIONS (GWA)**

Authority	Position	JE Points	Grade
GWA	Carpenter I	461	G
GWA	Carpenter II	543	I
GWA	Carpenter Leader	683	J
GWA	Cashier I	315	C
GWA	Cashier II	358	E
GWA	Centralized Wastewater Maintenance Superintendent	998	N
GWA	Chemist I	600	I
GWA	Chemist II	754	J
GWA	Chemist III	858	L
GWA	Chief Budget Officer	994	N
GWA	Chief Engineer, PE (GWA)	1514	R
GWA	Chief Water and Wastewater Systems Dispatcher	984	N
GWA	Clerk I	212	A
GWA	Clerk II	270	B
GWA	Clerk III	322	C
GWA	Clerk Typist I	270	B
GWA	Clerk Typist II	322	C
GWA	Clerk Typist III	346	D
GWA	Collection Agent	421	E
GWA	Collection Supervisor	795	K
GWA	Communications Manager	1060	N
GWA	Community Maintenance Worker	422	E
GWA	Computer Operations Supervisor	844	K
GWA	Computer Operator I	356	E
GWA	Computer Operator II	506	G
GWA	Computer Operator III	637	I

**CTP POSITIONS (GWA)**

Authority	Position	JE Points	Grade
GWA	Computer Technician I	479	G
GWA	Computer Technician II	575	I
GWA	Computer Technician Leader	709	J
GWA	Computer Technician Supervisor	897	L
GWA	Construction Inspector I	498	G
GWA	Construction Inspector II	622	I
GWA	Construction Inspector III	732	K
GWA	Contracts & Small Claims Administrator	798	K
GWA	Controller	1079	O
GWA	Customer Service Representative	461	G
GWA	Customer Service Representative Supervisor	795	K
GWA	Electrician I	478	G
GWA	Electrician II	569	I
GWA	Electrician Leader	712	J
GWA	Employee Development Specialist I	503	H
GWA	Employee Development Specialist II	670	J
GWA	Employee Development Specialist III	796	K
GWA	Engineer I	687	J
GWA	Engineer II	809	K
GWA	Engineer III	931	M
GWA	Engineer Supervisor	1044	O
GWA	Equipment Maintenance Superintendent	998	N
GWA	Equipment Operator-I	397	E
GWA	Equipment Operator II	445	F
GWA	Equipment Operator III	511	G
GWA	Equipment Operator IV	546	H



**CTP POSITIONS (GWA)**

Authority	Position	JE Points	Grade
GWA	Equipment Operator Leader I	644	I
GWA	Equipment Operator Leader II	661	J
GWA	Equipment Operator Supervisor	795	K
GWA	General Accounting Supervisor	1001	N
GWA	General Manager (GWA)	1734	S
GWA	GIS Analyst I	502	H
GWA	GIS Analyst II	612	J
GWA	GIS Analyst III	756	K
GWA	GIS/LIS Manager	910	L
GWA	Grants Administrator	994	N
GWA	Heavy Equipment Mechanic I	477	G
GWA	Heavy Equipment Mechanic II	561	I
GWA	Heavy Equipment Mechanic Leader	700	J
GWA	Heavy Equipment Mechanic Supervisor	909	L
GWA	Information Technology Manager	1064	O
GWA	Internal Auditor	1019	N
GWA	Inventory Management Officer	824	K
GWA	Laboratory Technician I	469	F
GWA	Laboratory Technician II	576	I
GWA	Laboratory Technician Supervisor	837	K
GWA	Land Agent I	362	E
GWA	Land Agent II	465	G
GWA	Land Agent III	531	I
GWA	Legal Secretary I	397	E
GWA	Legal Secretary II	460	G
GWA	Legal Secretary III	532	H

**CTP POSITIONS (GWA)**

Authority	Position	JE Points	Grade
GWA	Maintenance Welder I	477	G
GWA	Maintenance Welder II	557	I
GWA	Maintenance Welder III	696	J
GWA	Maintenance Worker	422	E
GWA	Management Analyst I	503	H
GWA	Management Analyst II	670	J
GWA	Management Analyst III	796	K
GWA	Management Analyst IV	913	L
GWA	Meter Reader I	319	C
GWA	Meter Reader II	406	E
GWA	Meter Reader Leader	553	H
GWA	Monitoring Laboratory Services Administrator	1074	O
GWA	Network Analyst	793	J
GWA	Network Systems Administrator	897	L
GWA	Operations & Maintenance Manager	1189	P
GWA	Payroll Clerk I	346	D
GWA	Payroll Clerk II	438	G
GWA	Payroll Clerk III	493	H
GWA	Payroll Supervisor	805	K
GWA	Personnel Assistant I	364	D
GWA	Personnel Assistant II	433	F
GWA	Personnel Services Administrator	1064	O
GWA	Personnel Specialist I	503	H
GWA	Personnel Specialist II	670	J
GWA	Personnel Specialist III	796	K
GWA	Personnel Specialist IV	913	L

**CTP POSITIONS (GWA)**

Authority	Position	JE Points	Grade
GWA	Planner / Co-ordinator I	503	H
GWA	Planner / Co-ordinator II	670	J
GWA	Planner / Co-ordinator III	796	K
GWA	Planner / Co-ordinator IV	913	L
GWA	Planner I	503	H
GWA	Planner II	670	J
GWA	Planner III	796	K
GWA	Planner IV	913	L
GWA	Plant Electrical Instrument Superintendent	1003	N
GWA	Plant Electrical Instrument Technician I	488	G
GWA	Plant Electrical Instrument Technician II	576	I
GWA	Plant Electrical Instrument Technician Leader	722	J
GWA	Program Coordinator I	503	H
GWA	Program Coordinator II	670	J
GWA	Program Coordinator III	796	K
GWA	Program Coordinator IV	913	L
GWA	Programmer Analyst I	683	J
GWA	Programmer Analyst II	910	L
GWA	Pumping Station Leader	702	J
GWA	Pumping Station Operator I	486	G
GWA	Pumping Station Operator II	568	I
GWA	Pumping Station Supervisor	866	L
GWA	Quality Control / Quality Assurance Officer	851	L
GWA	Refrigeration Mechanic I	477	G
GWA	Refrigeration Mechanic II	561	I
GWA	Refrigeration Mechanic Leader	696	J

**CTP POSITIONS (GWA)**

Authority	Position	JE Points	Grade
GWA	Right of Way Supervisor	915	L
GWA	Safety Inspector I	418	F
GWA	Safety Inspector II	539	H
GWA	Safety Inspector III	741	J
GWA	Safety Supervisor	872	K
GWA	Secretary I	378	E
GWA	Secretary I (Typist)	378	E
GWA	Secretary II	438	G
GWA	Secretary II (Typist)	438	G
GWA	Senior Engineer Supervisor, PE	1217	P
GWA	Senior Engineer, PE	1044	O
GWA	Senior Regulatory Analyst	1019	N
GWA	Sewer Plant Leader	702	J
GWA	Sewer Plant Operator I	486	G
GWA	Sewer Plant Operator II	568	I
GWA	Sewer Plant Supervisor	866	L
GWA	Shop Planner	786	K
GWA	Source Control Manager	980	M
GWA	Staff Attorney	1199	P
GWA	Storekeeper I	322	C
GWA	Storekeeper II	424	F
GWA	Supply Management Administrator	990	M
GWA	Survey Supervisor	900	L
GWA	Systems & Programming Administrator	968	L
GWA	Systems / Trouble Dispatch Supervisor	788	K
GWA	Systems Dispatcher I	660	J

**CTP POSITIONS (GWA)**

Authority	Position	JE Points	Grade
GWA	Systems Dispatcher II	788	K
GWA	Systems Dispatcher III	911	L
GWA	Technical Support Analyst	683	J
GWA	Tool Clerk	275	B
GWA	Trades Helper	272	B
GWA	Training & Development Manager	913	L
GWA	Training Specialist	503	H
GWA	Trouble Dispatcher	474	G
GWA	Trouble Dispatcher Leader	600	J
GWA	Trouble Dispatcher Supervisor	788	K
GWA	Utility Services Administrator	1075	O
GWA	Warehouse Supervisor I	724	J
GWA	Warehouse Supervisor II	803	K
GWA	Wastewater Collection Superintendent	998	N
GWA	Wastewater Construction / Maintenance Superintendent	998	N
GWA	Wastewater Maintenance Mechanic I	486	G
GWA	Wastewater Maintenance Mechanic II	568	I
GWA	Wastewater Maintenance Mechanic Leader	702	J
GWA	Wastewater Maintenance Mechanic Supervisor	866	L
GWA	Wastewater Plant Superintendent	998	N
GWA	Water & Wastewater Systems Control Dispatcher I	660	J
GWA	Water & Wastewater Systems Control Dispatcher II	788	K
GWA	Water / Sewer Maintenance Leader	702	J
GWA	Water / Sewer Maintenance Supervisor	866	L
GWA	Water / Sewer Maintenance Worker I	486	G
GWA	Water / Sewer Maintenance Worker II	568	I

**CTP POSITIONS (GWA)**

Authority	Position	JE Points	Grade
GWA	Water and Wastewater Systems Leader	702	J
GWA	Water Construction / Maintenance Superintendent	998	N
GWA	Water Distribution System Manager	998	N
GWA	Water Meter Maintenance & Repair Leader	702	J
GWA	Water Meter Maintenance & Repair Supervisor	866	L
GWA	Water Meter Maintenance & Repair Worker I	486	G
GWA	Water Meter Maintenance & Repair Worker II	568	I
GWA	Water Meter Reader I	319	C
GWA	Water Meter Reader II	406	E
GWA	Water Meter Reader Leader	553	H
GWA	Water Meter Reader Supervisor	734	J
GWA	Water Plant Leader	702	J
GWA	Water Plant Operator I	486	G
GWA	Water Plant Operator II	568	I
GWA	Water Plant Supervisor	866	L
GWA	Water Treatment Plant Superintendent	998	N
GWA	Welder I	477	G
GWA	Welder II	557	I
GWA	Welder III	696	J
GWA	Word Processing Secretary I	378	E
GWA	Word Processing Secretary II	438	G

**PROPOSED NEW POSITIONS TO ADD TO CTP LIST (GWA)**

Authority	Position	JE Points	Grade
GWA	Utility Accounting Technician I	431	F
GWA	Utility Accounting Technician II	503	G
GWA	Utility Accounting Technician III	606	I
GWA	Utility Administrative Aide	353	D
GWA	Utility Administrative Assistant	527	H
GWA	Utility Cashier I	315	C
GWA	Utility Cashier II	358	E
GWA	Utility General Accounting Supervisor	1001	N
GWA	Utility Personnel Assistant I	364	D
GWA	Utility Personnel Assistant II	433	F
GWA	Utility Storekeeper I	322	C
GWA	Utility Storekeeper II	424	F
GWA	Utility Trades Helper	272	B

Five (5) Sub-Step Implementation Range (15 <sup>th</sup> Market Percentile)											
UTILITY	STATUS	POSITION	JE	Structural Adjustment – MIN				Structural Adjustment - MAX			
				Base Salary	Grade	Step	Sub Step	Base Salary	Grade	Step	Sub Step
GWA	FILLED	Accounting Technician III	606	43,606	I	5	B	45,377	I	6	B
GWA	FILLED	Administrative Aide	353	29,366	D	4	A	30,559	D	5	A
GWA	FILLED	Administrative Assistant	527	39,323	H	5	C	40,920	H	6	C
GWA	FILLED	Cashier I	315	26,904	C	3	C	27,997	C	4	C
GWA	FILLED	Cashier II	315	30,247	E	4	A	31,475	E	5	A
GWA	FILLED	Storekeeper II	424	32,062	F	4	A	33,364	F	5	A
GWA	FILLED	Trades Helper	272	24,683	B	3	C	25,685	B	4	C

Five (5) Sub-Step Implementation Range (15 <sup>th</sup> Market Percentile)											
UTILITY	STATUS	POSITION	JE	Structural Adjustment – MIN				Structural Adjustment - MAX			
				Base Salary	Grade	Step	Sub Step	Base Salary	Grade	Step	Sub Step
GWA	NEW	Utility Personnel Assistant I	364	29,366	D	4	A	30,559	D	5	A
GWA	NEW	Utility Personnel Assistant II	433	32,706	F	4	C	34,034	F	5	C
GWA	NEW	General Accounting Supervisor	1001	82,303	N	3	D	85,645	N	4	D
GWA	NEW	Accounting Technician I	431	31,745	F	3	D	33,033	F	4	D
GWA	NEW	Accounting Technician II	503	36,076	G	5	C	37,541	G	6	C
GWA	NEW	Storekeeper I	322	26,904	C	3	C	27,997	C	4	C

## Appendix D2



Seven (7) Sub-Step Implementation Range (15 <sup>th</sup> Market Percentile)											
UTILITY	STATUS	POSITION	JE	Structural Adjustment – MIN				Structural Adjustment - MAX			
				Base Salary	Grade	Step	Sub Step	Base Salary	Grade	Step	Sub Step
GWA	FILLED	Accounting Technician III	606	42,747	I	4	D	45,377	I	6	B
GWA	FILLED	Administrative Aide	353	28,788	D	3	C	30,559	D	5	A
GWA	FILLED	Administrative Assistant	527	38,549	H	5	A	40,920	H	6	C
GWA	FILLED	Cashier I	315	26,374	3	C	A	27,997	C	4	C
GWA	FILLED	Cashier II	322	29,651	E	3	C	31,475	E	5	A
GWA	FILLED	Storekeeper II	424	31,430	F	3	C	33,364	F	5	A
GWA	FILLED	Trades Helper	272	24,196	B	3	A	25,685	B	4	C

Seven (7) Sub-Step Implementation Range (15 <sup>th</sup> Market Percentile)											
UTILITY	STATUS	POSITION	JE	Structural Adjustment – MIN				Structural Adjustment - MAX			
				Base Salary	Grade	Step	Sub Step	Base Salary	Grade	Step	Sub Step
GWA	NEW	Utility Personnel Assistant I	364	28,788	D	3	C	30,559	D	5	A
GWA	NEW	Utility Personnel Assistant II	433	32,062	F	4	A	34,034	F	5	C
GWA	NEW	General Accounting Supervisor	1001	80,682	N	3	B	85,645	N	4	D
GWA	NEW	Accounting Technician I	431	31,119	F	3	B	33,033	F	4	D
GWA	NEW	Accounting Technician II	503	35,366	G	5	A	37,541	G	6	C
GWA	NEW	Storekeeper I	322	26,374	C	3	A	27,997	C	4	C

## Appendix D3



## GUAM POWER AUTHORITY

ATURIDÂT ILEKTRESEDÂT GUAHAN  
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

### **MEDIA NOTICE**

The Guam Power Authority petitions the Consolidated Commission on Utilities (CCU) the following:

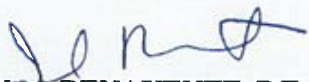
#### **CREATION OF POSITIONS:**

Link:

[www.guampowerauthority.com/gpa\\_authority/careers/documents/ListofPositionsforCreation.pdf](http://www.guampowerauthority.com/gpa_authority/careers/documents/ListofPositionsforCreation.pdf)

This petition complies with 4 GCA § § 6303(d) and 6205. This media notice complies with 4 GCA § 6303.

For more information, please visit the Guam Power Authority's website at [www.guampowerauthority.com/gpa\\_authority/careers/gpa\\_petitions.php](http://www.guampowerauthority.com/gpa_authority/careers/gpa_petitions.php) or you may contact the Human Resources Division at 648-3130.

  
**JOHN M. BENAVENTE, P.E.**  
General Manager



**GUAM POWER AUTHORITY**  
 ATURIDÂT ILEKTRESEDÂT GUAHAN  
 P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

## Issues for Decision

**Resolution No. 2017-39:**

**Relative to: Authorizing the Management of Guam Power Authority to Petition the Public Utilities Commission for the Approval of the Bid Process for 180 MW Power Plant.**

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

The Guam Power Authority is developing the technical bid documents for the new power plant. However GPA is still in the process of acquiring the property to site the new plant and the land details will be required in the bid documents. GPA is proposing a three step bid process that requires a prequalification of bidders based on experience and financial capability to execute a contract for the construction, commission and operation of a power plant up to 180MW in capacity. The remaining steps are the qualification of the technical proposal and the cost evaluation. Since bidder qualifications will not be based on any technical requirements and does not require the technical bid documents, GPA would like to proceed with the bidder qualification process to establish the Qualified Bidders List. This parallel process while the technical bid documents are being finalized will aid to minimize further schedule delays on the commissioning of the new plant. The projected timelines will allow GPA to complete the bid documents and obtain necessary approvals upon the finalization of a Qualified Bidders List.

**Where is the location?**

GPA is presently evaluating and negotiating the land acquisition for property in the Harmon area.

**When will it be completed?**

The allowance of the RFQ process will shorten the procurement schedule by 3-4 months if done parallel with finalization of bid documents. A summary of the proposed bid schedule is provided below.

Milestone	Complete
IPP RFQ Advertised	Nov-17
Evaluate / Qualify Bidders	Feb-18
Land Acquisition & Process	Jan-18
Finalize IPP Bid Documents	Jan-18
Announce IPP Bid	Mar-18
Evaluate / Qualify Technical Proposals	Aug-18
Evaluate/ Select Price Proposal	Sep-18
Negotiations & Final Recommendation	Oct-18
Notice to Proceed	Dec-18
Commissioning	Dec-21

**What is its funding source?**

Revenue funds

**The RFP/BID responses:**

None



CONSOLIDATED COMMISSION ON UTILITIES  
Guam Power Authority | Guam Waterworks Authority  
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

**RESOLUTION NO. 2017-39**

**AUTHORIZING THE MANAGEMENT OF THE GUAM POWER AUTHORITY TO PETITION THE PUBLIC UTILITIES COMMISSION FOR THE APPROVAL OF THE BID PROCESS FOR 180 MW POWER PLANT**

**WHEREAS**, GPA has contracted Stanley Consultants to develop the bid documents for the new 120-180MW power plant; and

**WHEREAS**, the multi-step bid requires a qualification process prior to evaluation of cost in the selection of a proposal and award of a contract; and

**WHEREAS**, GPA intends to use a three step multi-step bid process that requires bidders to be prequalified based on experience and financial capability in order to receive the technical bid documents and submit a technical and price proposal. In addition, only technical proposals that meet the bid document requirements will be evaluated further for cost. These steps are further described below:

- **Step 1** Experience & Financial Qualification is the period from this Request for Qualification (RFQ) announcement through Notification of Qualified Bidders. This step establishes a Qualified Bidders List (QBL) based on acceptable submitted Qualification Proposals.
- **Step 2** Technical Proposal Qualification is the period from Invitation for Bid (IFB) provided to the bidders identified on the QBL to the selection of qualified Technical proposals. During this step, only Qualified Bidders are allowed to obtain the Invitation for Bid which contains the technical and evaluation criteria for the bid proposals.
- **Step 3** Cost Evaluation is the period from the start of evaluation of submitted Priced Proposals to the date of issuance of the letter of award and invitation to negotiate the Contract to the first ranked Bidder. Only bidders whose technical proposal met the requirements of the IFB will be evaluated ; and

**WHEREAS**, GPA expects that the evaluation of each technical proposal will take considerable time, a prequalification process provides the assurance on an executable project from the bidders' credentials; and

**WHEREAS**, Exhibit A projects the procurement schedule and a plant commissioning by end of 2021; and

29       **WHEREAS**, the technical requirements for the bid documents are still being developed which includes  
30 final details on the plant site; and

31       **WHEREAS**, GPA is evaluating properties and negotiating land purchase which is expected to take 3-4  
32 months; and

33       **WHEREAS**, GPA will require 3-4 months to establish a Qualified Bidders list from the announcement of  
34 Request for Qualification; and

35       **WHEREAS**, issuing the Request for Qualifications will allow GPA to minimize further delays in the bid  
36 process and new plant commissioning date; and

37       **WHEREAS**, the Request for Qualification does not provide any technical details on the new power  
38 plant requirements and is mainly to determine the capability of the bidder to execute a contract to  
39 construct, commission and operate dual fuel power plant up to 180 MW in size;

40       **WHEREAS**, as GPA continues to develop and finalize the bid documents, GPA would like to obtain CCU  
41 and PUC approvals to proceed with issuing the Request for Qualifications, Exhibit B to establish a Qualified  
42 Bidders listing; and

43       **WHEREAS**, GPA will forward the technical bid documents to CCU and PUC upon completion for review  
44 and approval prior to issuing Invitation for Bid to qualified bidders.

45  
46       **NOW THEREFORE, BE IT RESOLVED**, by the Consolidated Commission on Utilities, subject to the review  
47 and approval of the Guam Public Utilities Commission, as follows:

- 48  
49       1. The Guam Power Authority is hereby authorized to petition the PUC for the approval of the multi-  
50 step bid process and to initiate the Request for Qualifications to establish a bidders list.

51  
52       **RESOLVED**, that the Chairman of the Commission certifies and the Secretary of the  
53 Commission attests the adoption of this Resolution. **DULY and REGULARLY ADOPTED this 26<sup>th</sup> day of**  
54 **September 2017.**

55  
**Certified by:**

**Attested by:**

---

**JOSEPH T. DUENAS**  
**CHAIRMAN**

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**J. GEORGE BAMBA**  
**SECRETARY**

57           **I, J. GEORGE BAMBA**, Secretary for the Consolidated Commission on Utilities (CCU), as  
58 evidenced by my signature above do hereby certify as follows:

59  
60           The foregoing is a full, true, and correct copy of the resolution duly adopted at a regular  
61 meeting of the members of Guam's Consolidated Commission on Utilities, duly and legally held at a  
62 place properly noticed and advertised at which meeting a quorum was present and the members  
63 who were present voted as follows:

64  
65           Ayes:           \_\_\_\_\_

66  
67           Nays:           \_\_\_\_\_

68  
69           Absent:        \_\_\_\_\_

70  
71           Abstain:       \_\_\_\_\_

## Exhibit A – IPP Bid Schedule Projection

		2017				2018								2019								2020								2021							
Milestone Activity	Complete	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q														
CCU Approval of IPP RFQ	Sep-17																																				
PUC Approval IPP RFQ	Oct-17																																				
IPP RFQ Advertised	Nov-17																																				
Bidders Develop Qualification Proposals	2-3 mos.																																				
Evaluate / Qualify Bidders	Feb-18																																				
Land Acquisition & Process	Jan-18																																				
Finalize IPP Bid Documents	Jan-18																																				
CCU Approval of IPP Bid Documents	Jan-18																																				
PUC Approval of IPP Bid Documents	Feb-18																																				
Announce IPP Bid	Mar-18																																				
Bidder Develop Technical Proposals	4-5 mos.																																				
Evaluate / Qualify Technical Proposals	Aug-18																																				
Evaluate/ Select Price Proposal	Sep-18																																				
Negotiations & Final Recommendation	Oct-18																																				
CCU Approval of IPP Bid Award	Oct-18																																				
PUC Approval of IPP Bid Award	Nov-18																																				
Notice to Proceed	Dec-18																																				
Plant Construction	36 mos.																																				
Commissioning	Dec-21																																				



**REQUEST FOR QUALIFICATIONS OF BIDDERS FOR DEVELOPMENT OF A 120-  
180 MW POWER PLANT IN GUAM ON A BUILD, OPERATE, TRANSFER (BOT)  
BASIS**

**Tender No. GPA-XXX-XXX**

**September 2017**



## Table of Abbreviations

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BOT	Build, Operate, Transfer
GPA	Guam Power Authority
IPP	Independent Power Project
IFB	Invitation for Bid
RFQ	Request for Qualifications

## **1 Project Information**

---

### **1.1 General**

The Guam Power Authority (GPA) hereby invites interested qualified firms and consortia ("Bidders") to participate in a Multi-Step Bid process by submitting qualification information for the right to bid for the development of a power generation project including all support facilities (the "Project"), on a Build, Operate, Transfer (BOT) basis and to provide electricity to GPA under a 25-year energy conversion agreement ("ECA" or the "Contract").

### **1.2 Procurement Process**

The qualified Bidders shortlisted as a result of this prequalification process will be requested to submit a proposal for the Project in response to an Invitation for Bid (IFB) to be issued by GPA to such qualified Bidders.

This bid shall be composed of a Three Step process.

- Step One is the period from this Request for Qualification (RFQ) announcement through Notification of Qualified Bidders. This step will establish a Qualified Bidders List (QBL) based on acceptable submitted Technical Qualification Proposals.
- Step Two is the period from Invitation for Bid (IFB) provided to the bidders identified on the QBL to submission of Priced Proposals.
- Step Three is the period from the start of evaluation of submitted Priced Proposals to the date of issuance of the letter of award and invitation to negotiate the Contract to the first ranked Bidder.

English is the official language of Guam. As such, Bidders should submit all of their bid documents, any accompanying documents, in English. Any bids not submitted in English will be designated as "Unacceptable" and will not qualify for the QBL.

Any prospective Bidder desiring an explanation or interpretation of the Request for Qualification (RFQ), etc., must make a request in writing to the GPA Procurement Office at the mailing address or the email address listed below, referencing the Invitation for Multi-Step Bid No. GPA-XXX-XX.

ATTENTION: JOHN M. BENAVENTE, P.E.  
GENERAL MANAGER  
GUAM POWER AUTHORITY  
POST OFFICE BOX 2977  
HAGATNA, GUAM 96932-2977

ATTENTION: SUPPLY MANAGEMENT ADMINISTRATOR  
EMAIL: [jpangelinan@gpagwa.com](mailto:jpangelinan@gpagwa.com)  
PHONE: (671) 646-3054/55  
FAX: (671) 648-3165.

All inquiries must be received by GPA Procurement no later than the Cut-Off Date for Receipt of Proposals indicated below in Table 1, Paragraph 1.4. Any oral explanations or instructions given by GPA to prospective Bidders will not be binding. GPA will promptly furnish any information

given to a prospective Bidder concerning this RFQ to all parties recorded by the Procurement Officer as having received the RFQ. This information may be provided as an amendment to the RFQ if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective Bidders. In addition, Bidders may also make this request by writing to the GPA PMC Procurement Officer at: jpangelinan@gpagwa.com.

Any amendment, modification or addendum issued by the Guam Power Authority, prior to the opening of the bids, for the purpose of changing the intent of the Technical Qualification Requirements, clarifying the meaning or changing any of the provisions of this RFQ, shall be binding to the same extent as if written in the originally issued RFQ documents. Any addendum issued will be made available to all Bidders via mail, fax, e-mail or posting to the GPA Website. The Bidders shall acknowledge receipt of the amendment by a signature on one copy, which is to be returned to GPA at the mailing address, email address, or FAX number below.

Bidders shall bear all costs associated with the preparation and submission of their bids. GPA will not be responsible or liable for those costs, regardless of the outcome of the IFB process.

### **1.3 Project Scope**

The Project will consist of a power generating facility with capacity of approximately 120-180 MW net at site reference conditions to be specified in an IFB to be issued to Bidders on the QBL. The Project will operate on Ultra Low Sulfur Diesel (ULSD) and, in the future, LNG-derived natural gas. The Project must be designed to have dual fuel capabilities to burn both ULSD and natural gas. Bidders must design the Project facilities to have all the provisions required to burn a secondary liquid fuel source when it becomes available. The Bidders will be required to quote the incremental tariff associated with adding any necessary natural gas equipment and systems in the future. The incremental tariff will be included as part of the proposal evaluation methodology. The Bidders will select the power generating technology for the Project, consistent with the requirements to be set forth by GPA in the IFB.

### **1.4 Project Schedule**

The desired commercial operation date for the Project is June 30, 2021 or 30 months after the notice to proceed. GPA may decide to require the Project to be constructed in phases. In that case the Project phases and their desired commercial operation dates will be defined in the IFB.

### **1.5 Fuel Procurement**

Under the ECA, GPA will be responsible for supplying the fuel for the Project. The Project will initially operate on ULSD with the possibility of operating on a second fuel source if it becomes available in the future.

### **1.6 Power Evacuation**

Power will be evacuated via either a 115 kV or a 230 kV transmission line connected to an existing GPA substation. The transmission line and modifications to the existing substation will be designed and constructed by the selected Bidder and transferred to GPA at no cost after the commercial operation date.

## **1.7 Environmental Requirements**

The Project will be required to meet all applicable U.S. EPA and Guam EPA standards and regulations, all applicable federal and local regulations and requirements to safeguard environmental, natural and cultural resources, and Bidder will be responsible for obtaining all permits, licenses, and approvals (whether environmental or otherwise) necessary to build, own, and operate the Project.

## 2 Bidder Qualification

For a Bidder to qualify for QBL, the qualifications submission must contain information in sufficient detail to allow GPA to assess the Bidder's ability to develop the Project in compliance with the requirements established by GPA. The following will be used in determination of qualifications:

- a) The Bidder can be a single entity (company, corporation, or unincorporated association) or can be a team of multiple members (consortium, joint venture) with joint and several responsibilities. After a Bidder has been short-listed, the membership structure used to qualify may not be changed without prior written approval of GPA.
- b) For determining the experience and technical capability of a consortium, the experience and technical capability of each member shall be combined for evaluation. However, the experience and resources of Bidder's subcontractors shall not be considered in determining the Bidder's compliance with the qualification criteria.
- c) Each member is required to provide its financial capability separately for evaluation.
- d) Bidder's financial capacity will be judged on the basis of its net worth, working capital, profitability, and bonding capacity. The Bidder must demonstrate that it will be able to access and provide sufficient project equity and debt financing as well as working capital for the execution and construction of the Project, including security deposits to back performance guarantees during both the construction and operations and maintenance period.
- e) Bidders' qualifications will be evaluated on the basis of a PASS-FAIL approach.
- f) A short-listed Bidder is one, who in GPA's opinion, meets or exceeds the qualification criteria listed herein below. The following table shall be filled in by each Bidder supported by sufficient evidence of its required capabilities.

**Table 2.1: Bidder Qualification Criteria**

Qualification Criteria	Bidder's Response
<p><b>1. Greenfield Private Power Project Criteria</b></p> <p>The projects submitted by the Bidder in this Section will not qualify for consideration unless such projects were executed by the Bidder based on the Greenfield Private Power Project concept defined as follows:</p> <ol style="list-style-type: none"> <li>1 Prepared proposals to "build-own-operate" or "build-operate-transfer" IPP projects.</li> <li>2 Was selected as a Bidder based on ranking during a competitive bidding process or direct award.</li> <li>3 Directly negotiated the project agreements and finalized them successfully.</li> <li>4 Achieved financial closing for the projects on non-recourse or limited recourse basis. Non-recourse financing is defined as financing where lenders have recourse solely to the project company and its assets. Limited recourse financing is defined as financing where lenders have some recourse to the project owners. Projects where lenders have full recourse for the full amount of the debt via a guarantee, corporate indemnity, or other instrument will not be considered as non-recourse or limited-recourse financing.</li> <li>5 Successfully operated the project for at least 18 months.</li> </ol> <p>Existing projects or facilities that were acquired via purchase directly or indirectly, through a merger, or by other means will not be considered as Greenfield Private Power Projects.</p>	
<p><b>1.1 Clear Description of the Bidder.</b></p> <p>The qualified Bidder shall identify the lead developer or firm, its relation to parent company (if any), and any other firms comprising the consortium or joint venture.</p>	
<p><b>1.2 Project Development Experience.</b></p> <ul style="list-style-type: none"> <li>• The qualified Bidder shall clearly demonstrate its ability to obtain sufficient bank guarantees and its previous financial capability to develop a greenfield fossil fuel fired project of 100 MW or larger.</li> <li>• The qualified Bidder had the role as a lead developer in at least two fossil fuel fired greenfield projects that achieved commercial operation within the last 10 years from</li> </ul>	

Qualification Criteria	Bidder's Response
<p>the qualification document submittal date as follows:</p> <p>a) Both projects are fossil fuel projects in the range of 100 MW (gross at ISO conditions) and larger. Bidder shall clearly demonstrate that each of the projects:</p> <ul style="list-style-type: none"> <li>i) has been developed and achieved financial closing,</li> <li>ii) is located in a country outside of Bidder's country of origin unless the Bidder is a U.S. company, and</li> <li>iii) has been in commercial operation for at least 18 months prior to the date of issuance of this RFQ.</li> </ul> <ul style="list-style-type: none"> <li>• If the Bidder does not have two projects that comply with (a) above, then the Bidder may include at least one project with capacity of less than 100 MW, but no less than 80 MW (gross at ISO conditions) in addition to the one project that complies with (a) above. Bidder shall clearly demonstrate that such other project <ul style="list-style-type: none"> <li>i) has been developed and achieved financial closing, and</li> <li>ii) is currently in commercial operation and that the commencement of such commercial operation occurred prior to the date of issuance of this RFQ.</li> </ul> </li> </ul>	
<p><b>1.3 Project Financing Experience and Financial Capacity</b></p> <ul style="list-style-type: none"> <li>• The qualified Bidder must illustrate its lead developer's previous successful experience in raising sufficient non-recourse or limited recourse debt (&gt;\$100 million USD), and substantial equity participation (&gt;\$50 million USD), for at least two greenfield fossil fuel fired projects of 100 MW or larger; at least one -project should be a project claimed under 1.2 a) above; and at least one project should be located in a country outside of Bidder's country of origin for Bidders that are not U.S. companies.</li> <li>• Each member is required to separately provide its financial capability including audited financial statements for the three (3) most recent years.</li> <li>• Bidder's financial capacity will be judged based on its net worth, working capital, profitability, and bonding capacity. The Bidder must demonstrate that it will be able to access and provide sufficient project equity and debt financing as well as working capital for the execution and construction of the Project, including security deposits</li> </ul>	

Qualification Criteria	Bidder's Response
<p>to back performance guarantees during both the construction and the operations and maintenance period.</p> <ul style="list-style-type: none"> <li>The qualified Bidders will have to demonstrate that their net worth over the last three (3) years was at least \$100 million USD.</li> </ul>	
<p><b>1.4 Technical Capabilities and Qualifications.</b></p> <ul style="list-style-type: none"> <li>The qualified Bidder must provide evidence of having within its organization (or team, by association) the technical capability to manage the design, engineering, construction and operation of international projects of 100 MW (gross at ISO conditions) or larger.</li> <li>The qualified Bidder must provide evidence of having within its organization (or team, by association) the technical capability to manage the permitting, design, engineering, construction and operation of international projects of 100 MW (gross at ISO conditions) or larger utilizing diesel fuel and natural gas burning technologies.</li> <li>The qualified Bidder must provide evidence that it currently owns, and has operated for at least 18 months, at least one power project of 100 MW (gross at ISO conditions) or larger utilizing dual fuel diesel/gas burning technologies with unit capacity of no less than 10 MW (nominal) for reciprocating engines or 80 MW (nominal at ISO conditions) for combustion turbines. The technology for which the Bidder claims their experience must match the technology the Bidder plans to use for the Project.</li> </ul>	





**GUAM POWER AUTHORITY**  
ATURIDÂT ILEKTRESEDÂT GUAHAN  
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

## Issues for Decision

### **Resolution No. 2017-40:**

Relative to: Authorizing the Management of Guam Power Authority to Solicit Bids (IFB) for the Supply of Residual Fuel Oil No.6 for the Baseload Plants.

#### **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, 2018. The 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 exceed \$1.5M 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, 2018 and to expire on August 31, 2021, with the option to extend for two (2) additional one-year terms.

#### **What is its funding source?**

Fuel revenue funds

#### **The RFP/BID responses:**

The IFB solicitation will commence after CCU approval.



CONSOLIDATED COMMISSION ON UTILITIES  
Guam Power Authority | Guam Waterworks Authority  
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

**RESOLUTION NO. 2017-40**

**AUTHORIZING THE MANAGEMENT OF THE GUAM POWER AUTHORITY TO PROCEED  
WITH THE PROCUREMENT OF A RESIDUAL FUEL OIL NO.6 SUPPLIER  
FOR THE BASELOAD POWER GENERATING PLANTS**

**WHEREAS**, the five (5) year period for the current supply contract with Hyundai Corporation for the Supply of Residual Fuel Oil (RFO) for the Baseload Power Generating Units will expire on August 31, 2018; and

**WHEREAS**, GPA intends to issue a new Invitation For Bid for the procurement of Residual Fuel Oil No.6 for the Baseload plants for a base period of three (3) years, to commence on or about September 01, 2018 through August 31, 2021, with two (2) additional one-year extension options; and

**WHEREAS**, the draft bid solicitation documents for the procurement of a new Residual Fuel Oil No.6 supply contract is hereby attached as Exhibit B; and

**WHEREAS**, the total cost for the new contract is anticipated to exceed \$1.5M requiring GPA to seek authorization for this procurement from the PUC; and

**WHEREAS**, GPA is requesting the approval of the CCU to petition the PUC for the issuance of an Invitation for Bid for a new Residual Fuel Oil No.6 supply contract.

**NOW THEREFORE, BE IT RESOLVED**, by the Consolidated Commission on Utilities, subject to the review and approval of the Public Utilities Commission, as follows:

1. GPA's request to solicit competitive bids for a new Residual Fuel Oil No.6 supply contract through a Multi-Step Bid process is reasonable, prudent and beneficial to ratepayers.
2. GPA is authorized to petition the Public Utilities Commission for approval to issue bids to procure a Contractor for the supply of Residual Fuel Oil No.6 for the Baseloads and Peaking Units.

29

30           **RESOLVED**, that the Chairman of the Commission certifies and the Secretary of the  
31 Commission attests the adoption of this Resolution. **DULY and REGULARLY ADOPTED this 26<sup>th</sup> day of**  
32 **September 2017.**

33

34

35

**Certified by:**

**Attested by:**

---

**JOSEPH T. DUENAS**  
**CHAIRMAN**

---

**J. GEORGE BAMBA**  
**SECRETARY**

36

37           **I, J. George Bamba**, Board Secretary of the Consolidated Commission on Utilities (CCU), as  
38 evidenced by my signature above do hereby certify as follows:

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

43

44           AYES: \_\_\_\_\_

45

46

47           NAYS: \_\_\_\_\_

48

49

50           ABSENT: \_\_\_\_\_

51

52

53           ABSTAIN: \_\_\_\_\_

54

**EXHIBIT A**

GPA-068-12 RFO Supply Contract  
Contractor: Hyundai Corporation

RFO Purchases	BBLs	\$/bbl	Amount
FY 2014	2,616,975	\$104.304	\$ 272,959,945
FY 2015	2,410,746	\$64.385	\$ 155,215,337
FY 2016	1,865,693	\$41.185	\$ 76,839,443
FY 2017	2,129,513	\$56.853	\$ 121,068,369
<b>SUMMARY</b>	<b>9,022,927</b>	<b>\$69.388</b>	<b>\$ 626,083,093</b>

**Invitation For Multi-Step Re-Bid**

**No. GPA- -18**

**SUPPLY OF BULK FUEL OIL**



**Volume II**

**CONTRACT**

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**CONTRACT**

**CONTRACTOR**

**GUAM POWER AUTHORITY**

**IFB No. GPA- -18**

**SUPPLY OF RESIDUAL FUEL OIL NO.6**

PAGE 4 OF 40

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**FORMAL CONTRACT**

This Agreement and Formal Contract ("Contract"), is made and entered into on the \_\_\_\_ day of \_\_\_\_, 2018 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, 2018; 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- -18; 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- -18.
- “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, 2018**.

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)

Grades of Fuel	Estimated Quantity
Low Sulfur Fuel Oil (LSFO), 1.19% w Sulfur (Maximum)	600,000 bbls/yr
High Sulfur Fuel Oil (HSFO), 2.00% w Sulfur (Maximum)	1,400,000 bbls/yr

### 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, 2018**, and shall continue until midnight of **August 31, 2021** 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 ~~outside of Guam~~ 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 gallon) and the **BID REFERENCE PRICE** as of July 31, 2017 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 July 31, 2017.

Reference date: July 31, 2017

	<u>Low (\$/MT)</u>	<u>High (\$/MT)</u>
HSFO 180 CST	\$ 312.16	\$ 312.20

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 July 31, 2017.

$$\begin{aligned}
 \text{Mean Singapore Spot} &= \text{Low} + \text{High Price Assessments:} \\
 &= \frac{\$ 312.16 + \$ 312.20}{2} \text{ per Metric Ton (MT)} \\
 &= \$ 312.180 \text{ per Metric Ton (MT)}
 \end{aligned}$$

**BID REFERENCE PRICE = \$ 315.100 per Metric Ton**

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

Bid Offer		THREE (3)-Year Contract Base Period			CONTRACT EXTENSION OPTION	
		First (1 <sup>st</sup> ) Year Base Period	Second (2 <sup>nd</sup> ) Year Base Period	Third (3 <sup>rd</sup> ) Year Base Period	First (1 <sup>st</sup> ) Year Extension	Second (2 <sup>nd</sup> ) Year Extension
LSFO 1.19%	US\$/MT (3 decimals)					
w Sulfur Max	Amount in Words					
HSFO 2.00%	US\$/MT (3 decimals)					
w Sulfur Max	Amount in Words					

**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 = July 31, 2017**

**Marketscan Postings HSFO 180cst (\$/MT)**

	Date	Low	High	Avg
5	July 24, 2017 (Monday)	293.74	293.78	293.760
4	July 25, 2017 (Tuesday)	298.41	298.45	298.430
3	July 26, 2017 (Wednesday)	306.99	307.03	307.010
2	July 27, 2017 (Thursday)	307.87	307.91	307.890
1	July 28, 2017 (Friday)	307.23	307.27	307.250
B/L	July 31, 2017 (Monday)	312.16	312.20	312.180
1	August 01, 2017 (Tuesday)	315.08	315.12	315.100
2	August 02, 2017 (Wednesday)	305.17	305.21	305.190
3	August 03, 2017 (Thursday)	303.68	303.72	303.700
4	August 04, 2017 (Friday)	304.95	304.99	304.970

5 August 07, 2017 (Monday) 310.42 310.46 310.440  
**Mean Arithmetic Average (\$/MT) = 305.993**

**Invoice Reference Price = \$305.993/MT**

**Invoice Price Calculation:**

Product Grade	Invoice Reference Price (\$/MT)	Fixed Premium Fee (Sample) (\$/MT)	Invoice Price (\$/MT)
LSFO, 1.19%S	305.993	35.000	<b>340.993</b>
HSFO, 2.00%S	305.993	25.000	<b>330.993</b>

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

**SECTION 6. ~~FUEL OIL DELIVERY~~ TITLE, CUSTODY AND RISK OF LOSS**

Commented [ANF1]: To clearly define title & custody

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.

~~Residual Fuel Oil No.6 product temperature shall be maintained between one hundred fifteen to one hundred thirty degrees Fahrenheit (120°F-130°F) on arrival and during the discharge at Guam Port.~~

Commented [ANF2]: Moved to Section 25 (Transportation)

**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.

Commented [ANF3]: Do we need to include this?

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 Section 10 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

(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 [Section 10](#).

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, 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 upon completion of loading.

Original/copy of the quality analysis certificates and ship's "certificate of cleanliness" issued before loading to be handed over with the other shipping documents (B/L, Certificate of Origin, Cargo Manifest, Certificate of Quality, Certificate of Quantity with shore tank measurement report, etc.) 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.

## SECTION 12. QUANTITY DETERMINATION

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 °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 °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 ALLOCATION**

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.

Commented [ANF4]: For committee review

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.

Commented [ANF5]: For committee review

**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 nor 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.

#### 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 **CONTRACTORS** 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 1<sup>st</sup> 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 1<sup>st</sup> 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' Manager (Tristar), 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	<del>237</del> 259-meters
Maximum Breadth	45 meters
Maximum Vessel Draft Alongside	<del>14.8</del> 16.4592 meters
Maximum Displacement	<del>120,000 tonnes</del> 108,840 metric tons
<u>Maximum Free Board</u>	<u>23 meters</u>

The above information is subject to change and **CONTRACTOR** shall at all times abide by the requirements of latest edition of the Tristar 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 (1<sup>st</sup>) 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 Tristar's vessel vetting requirements and be pre-approved by the F-1 dock facility manager (Tristar), having its registered office at:

414 West Soledad Avenue  
GCIC Building, Suite 500P  
Hagatna, Guam 96910  
Tel: (671) 565-2300/ 565-9021  
Fax: (671) 565-3909

The **CONTRACTOR** or its agents shall be responsible in seeking vessel clearance from Tristar. In the event that vessels owned or chartered by the **CONTRACTOR** do not meet the Tristar 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 Tristar.

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 thirty to one hundred forty degrees Fahrenheit (130°F -140°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 rate of thirteen thousand barrels per hour (13,000 bbls/hr) and 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 dock facility manager, Tristar.

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.

Commented [ANF6]: For committee review

#### SECTION 28. FAILURE 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 THIRTY (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 five days late.
  - \$0.60/MT multiplied by the Bill of Lading quantity for every day of delay if delivery is more than five 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 ten percent (0,10%) on the price per metric ton.
- (2) If the Vanadium content exceeds the specifications limits then for every 20 part per million (20 ppm) or part thereof there will be a price reduction of zero point zero five per cent (0.05%) 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 zero five per cent (0.05%) 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 zero five per cent (0.05%) on the price per metric ton.
- (6) If API exceeds the specification limit then for every zero point one degree (0.10°) 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.

#### **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, ~~and the Contract shall be terminated effective THREE HUNDRED SIXTY (360) days after receipt of notice by **CONTRACTOR**.~~

Commented [ANF7]: Do we have to include?

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 CONTINGENT 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. 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:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**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- -18**. 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.**  
**General Manager**

\_\_\_\_\_  
**DATE**

For **(CONTRACTOR)**:

(Company Name and Seal)

\_\_\_\_\_  
**CONTRACTOR, Duly Authorized**  
**REPRESENTATIVE OF COMPANY**

\_\_\_\_\_  
**DATE**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Graham Botha, Legal Counsel**  
**GUAM POWER AUTHORITY**

\_\_\_\_\_  
**DATE**

**SCHEDULE A****PRODUCT QUALITY SPECIFICATION- RESIDUAL FUEL OIL NO.6**

Item	Test Parameter	Unit of Measure	Approved Test Method	Acceptable Alternate Test Methods	Minimum Allowed Value	Maximum Allowed Value	Comments
1	<b>Sulphur Content</b>	% mass	ASTM D-4294	ASTM D-2622	N/A	LSFO = 1.19 HSFO = 2.00	
2	<b>Pour Point</b>	Deg C	ASTM D-97	N/A	N/A	21	
3	<b>Flash Point</b>	Deg C	ASTM D-93	N/A	66	N/A	
4	<b>Kinematic Viscosity</b>	cSt at 50 °C	ASTM D-445	ASTM D-2161		180	
5	<b>Sediment By Extraction</b>	% mass	ASTM D-473	N/A	N/A	0.05	
6	<b>Water By Distillation</b>	% by Volume	ASTM D-95	N/A	N/A	0.50	
7	<b>Vanadium Content</b>	Parts Per Million	ASTM D-5708 ASTM D-5184	a)ASTM D-5184 b)ASTM D-5863 c) IP 501 d) IP 433 e) ISO 14597	N/A	70	
8a	<b>Silicon Content</b>	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.	Individual results to be reported separately
8b	<b>Aluminum Content</b>	Parts Per Million	ASTM D-5184	a) IP 470 b) IP 377 c) ISO 10487 d) IP 501	N/A	Al not to exceed 30 ppm.	
9	<b>Guaranteed Gross Heating Value (HHV)</b>	Million BTU Per US Barrel	ASTM D-240	N/A	6.30	N/A	
10	<b>Micro- Carbon Residue</b>	% mass	ASTM D-4530	ASTM D-5245 ASTM D-189 (see comments)	N/A	10	CCR result shall be converted using table in method to RCR equivalent
11	<b>Ash</b>	% mass	ASTM D-482	N/A	N/A	0.10	
12	<b>Asphaltenes</b>	% mass	ASTM D-6560	IP 143	N/A	5	
13	<b>Sodium</b>	ppm	ASTM D-5863/B	ASTM D-5708/B IP288	N/A	40	
14	<b>Total Sediment (Existent)</b>	% mass	ISO 10307-2	ASTM D-4870 IP 377	N/A	0.10	
15	<b>Compatibility</b>	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.
16	<b>API Gravity</b>		ASTM D-287	ASTM D-1298 and conversion	11.2	23.0	
17	<b>Density @ 15 °C</b>	Kg/L	ASTM D-287	ASTM D-1298 ASTM D-4052		0.9855	
18	<b>Odor</b>				Report		See Note
19	<b>Hydrogen Sulfide content (in liquid phase)</b>	Mg/kg	IP-399	IP-570	N/A	2.0	See Note
20	<b>Used lubricating Oil (ULO)</b>				The fuel shall be free of ULO		See note
	<b>Zinc</b>	Mg/kg	IP 501	IP 470		10	
	<b>Phosphorus</b>	Mg/kg	IP 501	IP 500		10	
	<b>Calcium</b>	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 15: 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 18: 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 19:**

**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 100 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 20: 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.



**GUAM POWER AUTHORITY**  
ATURIDĀT ILEKTRESEDĀT GUAHAN  
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

## Issues for Decision

### **Resolution No. 2017-41:**

**Relative to:** Authorizing the Management of Guam Power Authority to extend the existing contract for the Supply of Diesel Fuel Oil No. 2 for the Baseload Plants and Peaking Units with IP&E.

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

The Guam Power Authority's current contract for Supply of Diesel Fuel Oil No. 2 for the Baseload Plants and Peaking Units expires on December 31, 2017. Through CCU Resolution 2015-05, a Multi-Step Bid GPA-057-17 to procure a new supply contractor was issued with the intent to award before December 2017. The bid was cancelled due to changes in operation requirements, anticipated dispatching for the next 3-5 years, as well as inquiries raised by prospective bidders requiring major revisions in the current structure of the bid. The CCU Resolution No. 2017-33 approved the revised bid documents which requires and is pending PUC approval.

Based on a projected bid schedule for the re-solicitation for a Diesel supply and delivery contract, the new contract is anticipated to commence July 01, 2018. GPA requires an extension of supply and delivery services for 6 months from January 01, 2018 to June 30, 2018.

#### **Where is the location?**

Diesel Fuel Oil No.2 supply will be stored at GPA-leased tanks in the Tristar Facility. From the tank, it will be delivered via tanker truck and pipeline (if the option is available) to the following plant locations:

1. Baseloads (Cabras 1&2 and MEC 8&9)
2. Fast Tracks (Manenggon and Talofofo)
3. TEMES CT
4. Northern Plants (Dededo CT, Macheche CT and Yigo CT, Aggreko)

#### **How much will it cost?**

The estimated quantity for 6 months is approximately 16 million gallons (~380,000 barrels) of ULSD at an estimated premium fee cost of \$0.3500/gallon for a total cost of approximately \$5.6M.

#### **When will it be completed?**

The contract will be extended for a period of six months to commence on or about January 01, 2018 and to expire on June 30, 2018.

#### **What is its funding source?**

Fuel revenue funds.

#### **The RFP/BID responses:**

Price proposals were submitted by Mobil Oil Guam and IP&E. IP&E was determined to have the lowest price proposal (Exhibit A).



CONSOLIDATED COMMISSION ON UTILITIES  
Guam Power Authority | Guam Waterworks Authority  
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

**RESOLUTION NO. 2017-41**

**AUTHORIZING THE MANAGEMENT OF THE GUAM POWER AUTHORITY TO PETITION THE PUBLIC UTILITIES COMMISSION FOR THE EXTENSION OF THE ULTRA LOW SULFUR DIESEL (ULSD) FUEL OIL CONTRACT FOR SIX (6) MONTHS WITH ISLA PETROLEUM AND ENERGY, LLC (IP&E)**

**WHEREAS**, the three (3) year base period for the Diesel Fuel Oil No.2 Supply Contract (GPA-029-14) between the Guam Power Authority (herein after referred to as "GPA") Mobil Oil Guam (herein after referred to as "Mobil") and Isla Petroleum and Energy, LLC (herein after referred to as "IP&E") will expire on December 31, 2017; and

**WHEREAS**, GPA canceled the solicitation for a new Diesel Fuel Oil No. 2 supply contract to restructure the specifications to reflect the changes to GPA's needs and requirements; and

**WHEREAS**, GPA anticipates that the award and commencement of the new Diesel Fuel Oil No. 2 supply contract on or about July 01, 2018; and

**WHEREAS**, GPA requires a contract extension for six (6) months from January 01, 2018 to June 30, 2018; and

**WHEREAS**, Mobil & IPE submitted its fixed premium fee proposal for a six-month extension period for the following site locations: Cabras 1&2, MEC 8&9, Aggreko, Yigo CT, Dededo CT, Macheche CT, TEMES CT, Menenggong, and Talofofo; and

**WHEREAS**, GPA has evaluated the premium fee proposals as summarized in Schedule A; and

**WHEREAS**, Mobil's fixed premium fee proposal for the 6-month extension period will significantly increase by about \$0.3580/gallon (from \$0.1920/gallon to \$0.5500/gallon); and

**WHEREAS**, IP&E's fixed premium fee for the 6-months extension will increase by about \$0.0800/gallon (from \$0.2700/gallon to \$0.3500/gallon); and

**WHEREAS**, GPA has determined the Mobil premium fee proposal to be about \$0.2000/gallon more than the IP&E premium fee proposal; and

**WHEREAS**, GPA has determined the IP&E premium fee proposal to be reasonable and will provide the best benefit to GPA customers. The premium fee increase is attributed to the price escalation and cost to recover the investment for additional tanker trucks and drivers needed to meet GPA's requirement for the six-month extension period.

**NOW THEREFORE, BE IT RESOLVED**, by the Consolidated Commission on Utilities, subject to the review and approval of the Guam Public Utilities Commission, as follows:

1. The Guam Power Authority is hereby authorized to enter into a 6-month contract extension with IP&E for the supply of Diesel Fuel Oil No.2 for an estimated quantity of 16 million gallons of ULSD at a premium fee cost of \$0.3500/gallon, for a total cost of approximately \$5.6 million.
2. The General Manager of the Guam Power Authority is hereby authorized an increase in obligating authority over \$750,000.00 and execute such agreements and documents necessary for a contract extension with **IP&E**.

**RESOLVED**, that the Chairman of the Commission certifies and the Secretary of the Commission attests the adoption of this Resolution. **DULY and REGULARLY ADOPTED this 26th day of September 2017.**

**Certified by:**

**Attested by:**

---

**JOSEPH T. DUENAS  
CHAIRMAN**

---

**J. GEORGE BAMBA  
SECRETARY**

**I, J. George Bamba**, Board Secretary of the Consolidated Commission on Utilities (CCU) as evidenced by my signature above do hereby certify as follows:

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

61  
62  
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67  
68  
69  
70  
71

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_



**Exhibit A**

CONTRACT: GPA-029-14

CONTRACT EXTENSION: 6 MONTHS (JANUARY 01, 2017 TO JUNE 30, 2018)

## COMPARISON OF PREMIUM FEE PROPOSALS

Mobil Premium Fee				
Aggreko, Yigo CT, Dededo CT, and Macheche CT, Manenggon and Talofoto	Current	6mo. Ext Proposal	Variance	Remarks
Supply to GPA Bulk Storage (\$/gal)				
Delivery by Tanker Truck (\$/gal)				
Total Premium Fee (\$/gal)	\$0.1920	\$0.5500	\$0.3580	186% increase
Cabras 1&2, MEC 8&9 and TEMES CT				
Cabras 1&2, MEC 8&9 and TEMES CT	Current	6mo. Ext Proposal	Variance	Remarks
Supply to GPA Bulk Storage (\$/gal)				
Delivery by Tanker Truck (\$/gal)				
Total Premium Fee (\$/gal)	\$0.2120	\$0.5700	\$0.3580	169% increase

IP&E Premium Fee				
Aggreko, Yigo CT, Dededo CT, and Macheche CT, Manenggon, Talofoto, Cabras 1&2, MEC 8&9 and TEMES CT	Per Bid	6mo. Ext Proposal	Variance	Remarks
Supply to GPA Bulk Storage (\$/gal)		\$0.2500		
Delivery by Tanker Truck (\$/gal)		<u>\$0.1000</u>		
Total Premium Fee (\$/gal)	\$0.2700	\$0.3500	\$0.0800	30% Increase

## PREMIUM FEE COMPARISON (Except Tenjo)

Premium Fee Comparison	\$/GAL	\$/GAL	VARIANCE
Current Fee	\$0.1920	\$0.1920	
Mobil 6-month extn proposal	\$0.5500		
IP&E 6-month extn proposal		\$0.3500	
Additional Cost	\$0.3580	\$0.1580	\$0.2000
	MOBIL	IP&E	
6 months quantity (gallons)	15,947,736	15,947,736	
Additional Cost	\$5,709,289.49	\$2,519,742.29	\$3,189,547.2000

## OTHER COMPARISONS

	Premium Fee Comparison (\$/gal)				
Mobil original bid	\$0.192	\$0.192		\$0.192	
IP&E original bid	\$0.270		\$0.270		
Mobil 6-month extn proposal				\$0.550	\$0.550
IP&E 6-month extn proposal		\$0.350	\$0.350		\$0.350
Additional Cost (Mobil)				\$0.358	\$0.200
Additional Cost (IP&E)	\$0.078	\$0.158	\$0.080		
	41%	82%	30%	186%	57%
6 months quantity (gallons)	15,947,736	15,947,736	15,947,736	15,947,736	15,947,736
Additional Cost	\$1,243,923.41	\$2,519,742.29	\$1,275,818.88	\$5,709,289.49	\$3,189,547.20
	IP&E	IP&E	IP&E	Mobil	Mobil

SUMMARY								
6-Months Extension Premium Fee Proposal								
\$/gallon	Mobil	IP&E	variance	Increased Cost	\$/bbl	Mobil	IP&E	variance
Baseloads	\$0.5700	\$0.3500	\$0.2200	63%	Baseloads	\$23.94	\$14.70	\$9.2400
TEMES CT	\$0.5700	\$0.3500	\$0.2200	63%	TEMES CT	\$23.94	\$14.70	\$9.2400
Dededo CT	\$0.5500	\$0.3500	\$0.2000	57%	Dededo CT	\$23.10	\$14.70	\$8.4000
Macheche CT	\$0.5500	\$0.3500	\$0.2000	57%	Macheche CT	\$23.10	\$14.70	\$8.4000
Yigo CT	\$0.5500	\$0.3500	\$0.2000	57%	Yigo CT	\$23.10	\$14.70	\$8.4000
Aggreko	\$0.5500	\$0.3500	\$0.2000	57%	Aggreko	\$23.10	\$14.70	\$8.4000
MDI	\$0.5500	\$0.3500	\$0.2000	57%	MDI	\$23.10	\$14.70	\$8.4000
Talofofo	\$0.5500	\$0.3500	\$0.2000	57%	Talofofo	\$23.10	\$14.70	\$8.4000



## GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN  
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

**TO:** Consolidated Commission on Utilities

**FROM:** General Manager

**DATE:** September 19, 2017

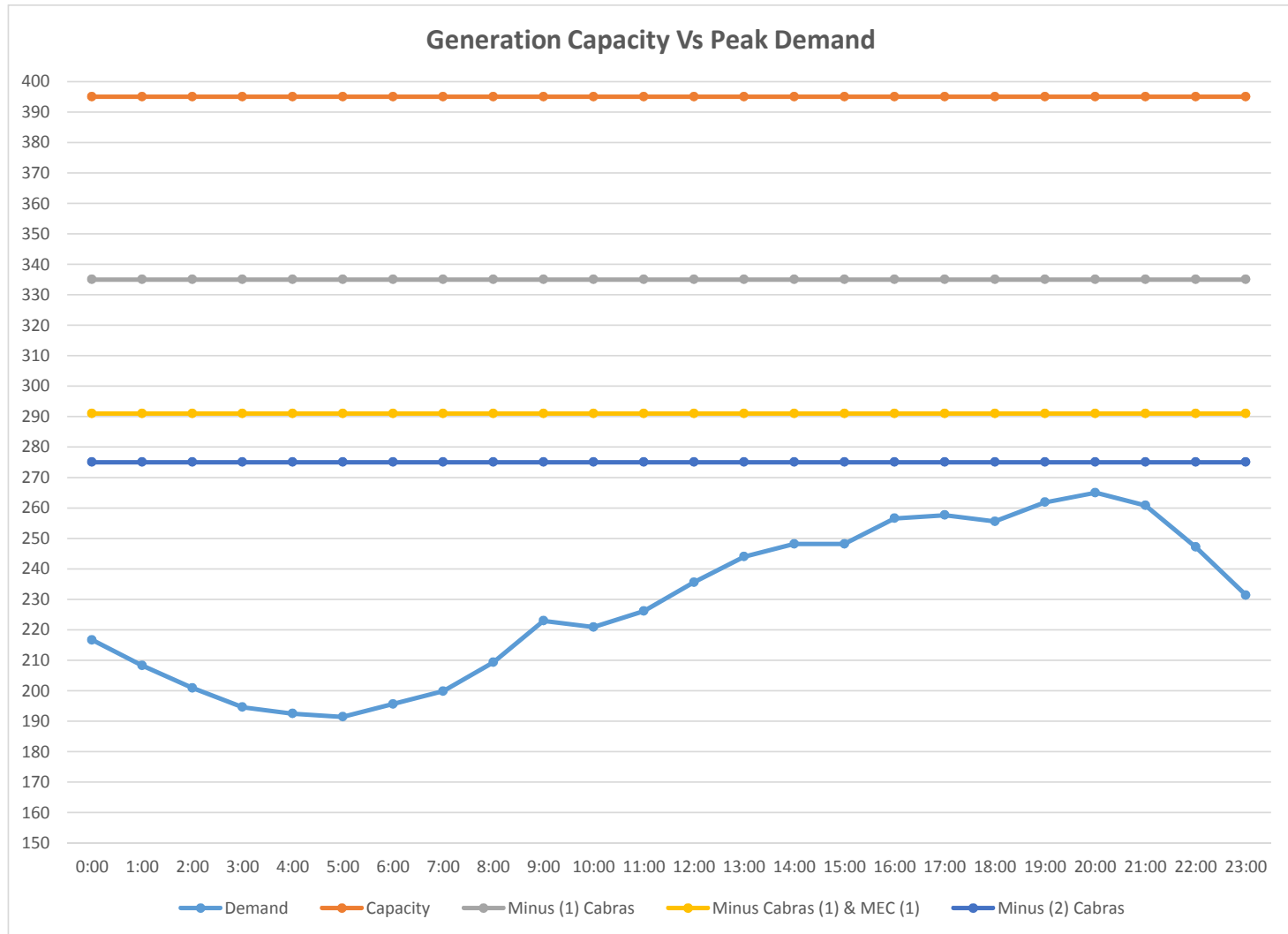
**SUBJECT:** General Manager's Report

### 1. Generation System Update:

- Cabras #1 is cleared for 60 MW capacity.
- Cabras #2 was limited to 42 MW to minimize risk of a boiler tube leak. The unit will be tested to 60 MW next week.
- The following table and graph projects our reserve level for October 2017. The system reserves could cover the loss of the two largest units at the anticipated peak demand of 265 MW for October.

**Generation Capacity Summary:**

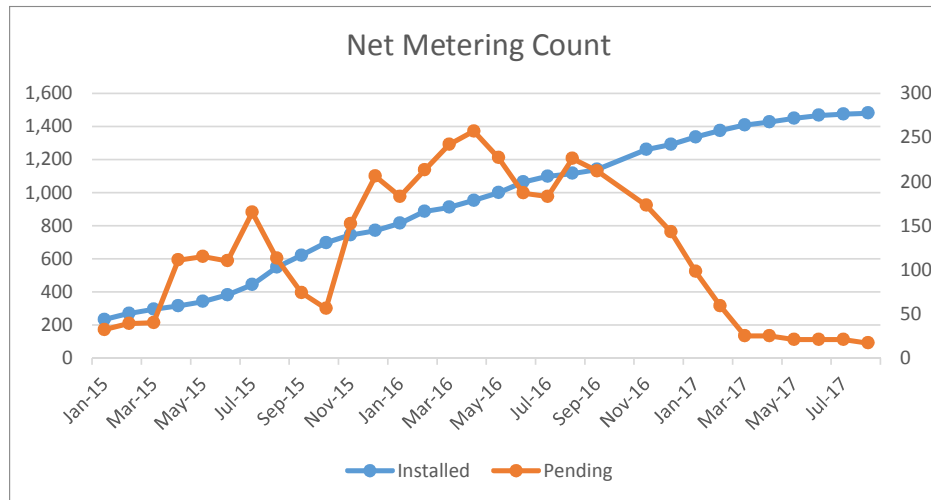
	<b>October, 2017 Reserve</b>
<b>Generating Units:</b>	
CABRAS 1	60
CABRAS 2	60
MEC 8	44
MEC 9	44
AGGREKO	38
MEDIUM SPEED DIESELS (8 Units)	32
YIGO CT	20
MACHECHE CT	20
TEMES CT	39
DEDEDO CT1	20
DEDEDO CT2	20
<b>AVAILABLE CAPACITY</b>	<b>397</b>
<b>EXPECTED PEAK DEMAND (Highest to date in CY 2017 was 261 MW)</b>	<b>265</b>
<b>GPA SYSTEM RESERVE (Greater than two largest units)</b>	<b>132</b>

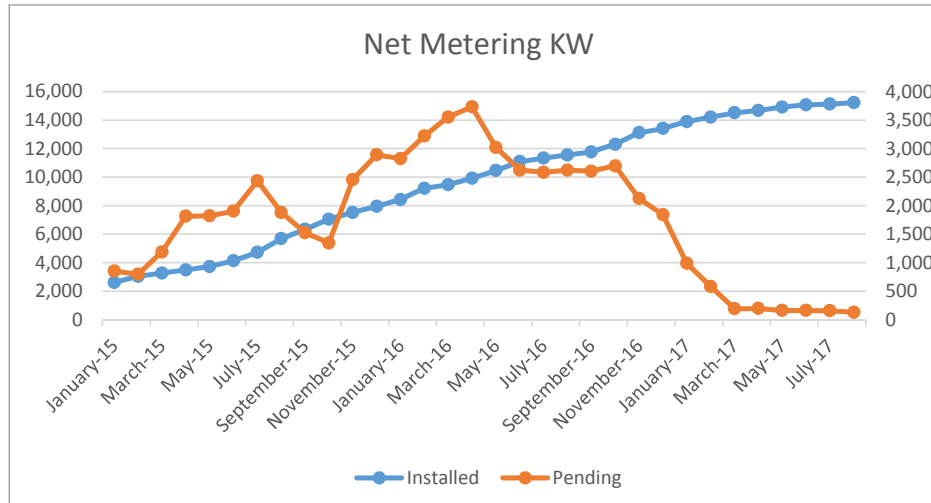


**2. Net metering Summary Ending August 2017:**

Description:	Count	Kw
Active	1,480	15,226
Pending	17	129
Totals:	1,497	15,355

Service:	Count	KW	Kw/Customer
Residential	1,403	12,574	9.0
Others	77	2,652	34.4
Total:	1,480	15,226	10.3
% Residential	94.8%	82.6%	
Estimated 12 Months Revenue Impact:	\$2,828,835		





### 3. Renewable Energy Production Summary Thru August 2017:

Energy Production Source:	Kwh	Oil Barrels Avoided	Fuel Cost Avoided
NRG Total Production beginning Oct 2015	94,240,300	157,571	\$8,666,427
Net Metering Estimated Production beginning Jan 2015	43,993,536	73,558	\$4,045,687
Wind Power Production beginning Jan 2016	710,020	1,187	\$65,294
<b>Renewables Total:</b>	<b>138,943,856</b>	<b>232,317</b>	<b>\$12,777,408</b>
System Heat Rate Kwh/Gal	14.2		
System Fuel \$/Bbl	\$55.00		

**4. Demand Side Management (DSM) Program:**



- 5. Phase II Renewables:** GPA has provided the OPA with documents required for protest. The OPA has set up the hearing calendar for October 24<sup>th</sup> to 26<sup>th</sup>. The OPA plans to render a decision 30 days after.



- 6. Status of Standby Generators for GWA assets:** As of August 28, 2017, the average reliability for the standby generator system is at 97% (see below). GPA and GWA are procuring several more generators in addition to replacing older units in the system.

<b>Water Wells Summary:</b>				
<b>Sector</b>	<b>Asset Count</b>	<b>With Generator</b>	<b>Available</b>	<b>% Availability</b>
<b>Northern</b>	69	68	68	
<b>Central</b>	34	33	33	
<b>South Booster Pumps</b>	15	15	15	
<b>Totals:</b>	<b>118</b>	<b>116</b>	<b>116</b>	<b>100.0%</b>

<b>Wastewater Summary:</b>				
<b>Sector</b>	<b>Asset Count</b>	<b>With Generator</b>	<b>Available</b>	<b>% Availability</b>
<b>Northern</b>	25	25	23	
<b>Central</b>	33	28	28	
<b>South</b>	32	32	28	
<b>Totals:</b>	<b>90</b>	<b>85</b>	<b>79</b>	<b>92.9%</b>

<b>All Assets Summary:</b>				
<b>Sector</b>	<b>Asset Count</b>	<b>With Generator</b>	<b>Available</b>	<b>% Availability</b>
<b>Northern</b>	94	93	91	
<b>Central</b>	67	61	61	
<b>South</b>	47	47	43	
<b>Totals:</b>	<b>208</b>	<b>201</b>	<b>195</b>	<b>97.0%</b>

**7. Public Power Week:** Please join us for the proclamation signing for Public Power Week here at the Fadian Conference Room this Friday, September 22<sup>nd</sup> at 10:00am. Lt. Governor Tenorio will be signing the proclamation recognizing GPA and its employees for their hard work in providing vital services to ratepayers and the community.

**8. PUC Agenda for September 28, 2017:**

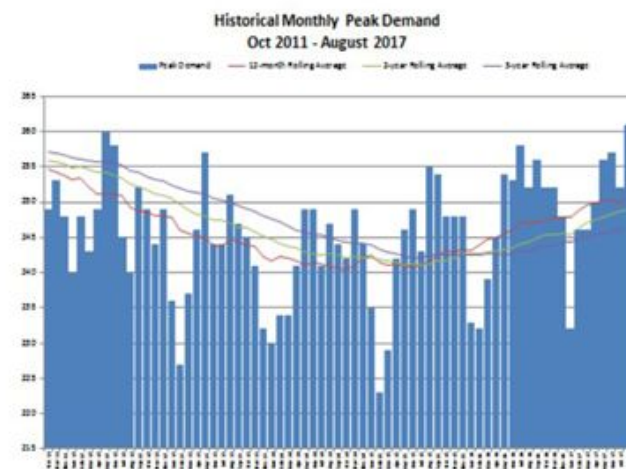
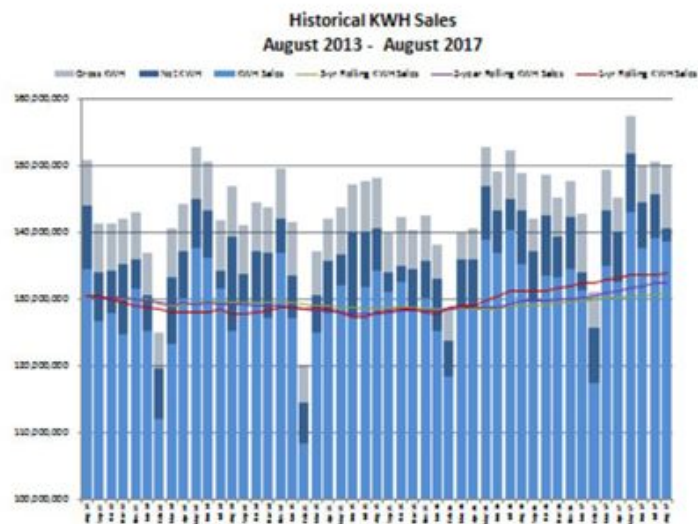
- GPA Docket 17-22, GPA Petition to Approve FY2018 CIP Ceiling Cap
- GPA Docket 17-21, GPA Petition for Approving the Procurement of Phase III Renewable Acquisition
- GPA Docket 17-18, GPA Petition for Approving the Procurement for Supply of Diesel Fuel Oil
- GPA Docket 17-23, GPA Petition to Approve the Contract with Tristar Terminals Guam, Inc. for Lease of an Additional Storage Tank for Diesel Fuel
- GPA Docket 17-24, GPA Filing of FY2018-2020 Construction Budget [Informational Filing]
- GPA Docket 17-20, GPA Petition to Approve a Bond Issuance to Refinance a Portion of the Outstanding Revenue Bond

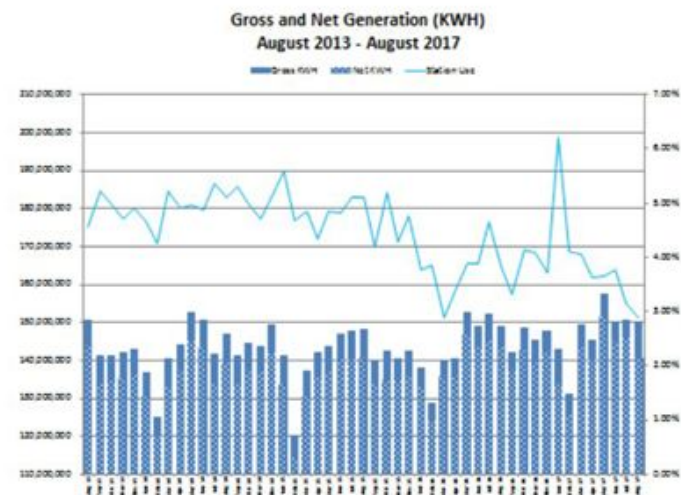
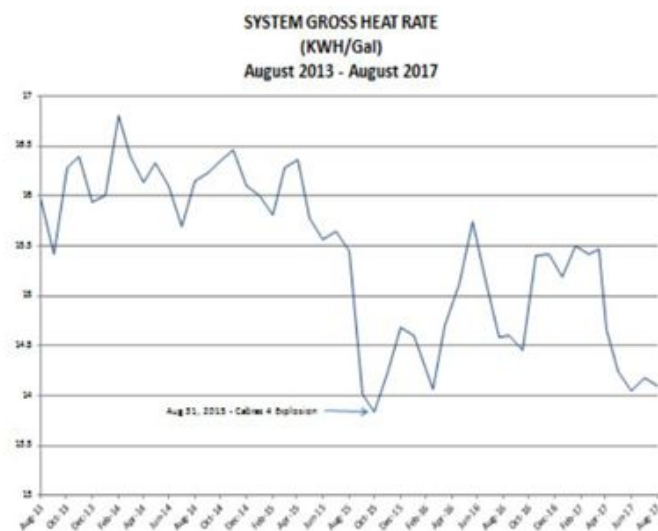
**9. Presentations on New Power Plant:** I am schedule to present as follows:

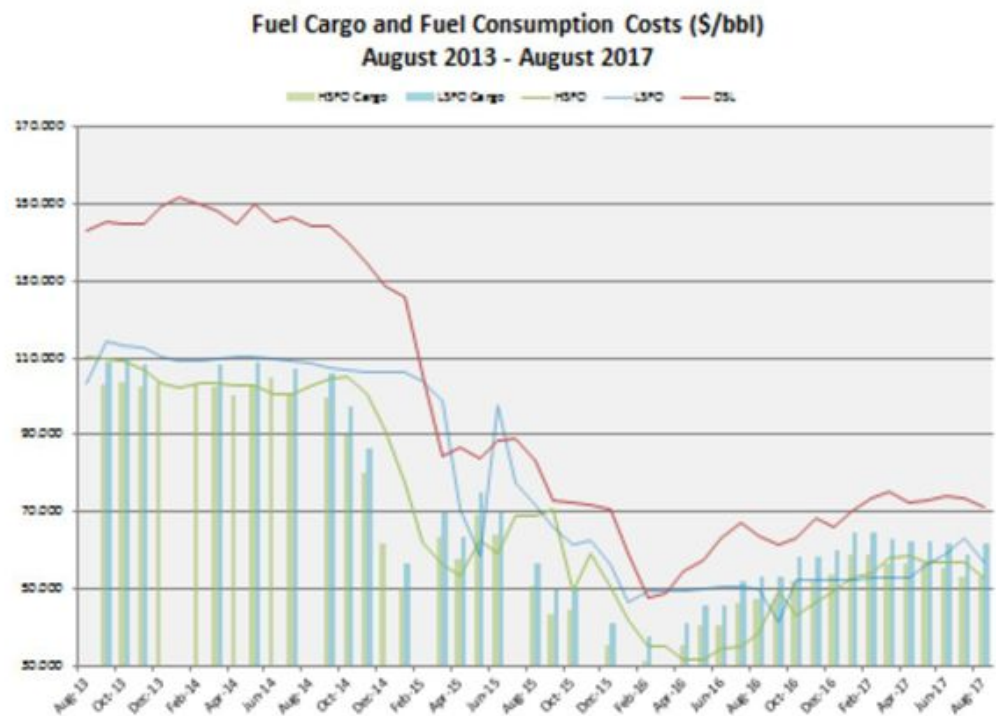
- Guam Contractor's Association, September 20<sup>th</sup>
- Chamber of Commerce, September 27<sup>th</sup>
- GHRA Membership, November 9th

**10. Key Performance Indicators:** The following pages provide updated information thru August 2017.

John M. Benavente, P.E.







# NRG

**September 19, 2017**



# NRG

- GPA was offered to purchase NRG Guam Solar Project
- Offer is protected under Confidentiality
- Total value of the project was not economical due to Tax Credit Recapture
- GPA recommends not to pursue the purchase
- GPA reserves all rights provided by the contract



# ISSUES FOR DISCUSSION

## 1. One Utility Customer Service



# ONE UTILITY CUSTOMER SERVICE

September 26, 2017



## ANALYSIS OF SATURDAY SERVICES

**65%** of customer requests were **billing-related**

**45%** of total requests can be fulfilled through **customer self-care**

Overwhelming majority of customers were **unaware of online services**



## ONE UTILITY PRIORITY SERVICE DESK

### *Swiftly Address Customer Concerns*

- Customer Sign-In
- Complete Simple/Direct Requests
  - Provide Account Number
  - Balance Queries
  - Provide Copy of Billing Stmt
- Provide Process Information & Forms



### *Promote Services*

- Support Online Account Creations
- Support Mobile Applications
- Demand Side Management

### *Update GPWA Information*

- Update Account Profile
- Data Collection

PILOT

Supervisor/Lead > Trainer

Jt Utility FAQ > Training Mat'l



## SCOPE

Pilot at Gloria B. Nelson Public Service Building

October 2017 – March 2017 (6 months)

## KEY METRICES

- ↓ current billing issue requests (copies of bill, balance)
- ↓ overall in-office traffic
- ↑ total online accounts and activity (online payments, download copies of bill, etc)
- ↑ total customer satisfaction

## FUTURE STEPS

Launch formal customer survey (Q3 2018)

Increase online & e-services



**CUSTOMER SERVICE DIVISION - Aug 2017****SUMMARY REPORT**

SITE	Less than 10 Mins.	%	10-15 Mins.	%	15-30 Mins.	%	30-45 Mins.	%	TOTAL	Location %
GBN	1,666	71%	587	25%	76	3%	21	1%	2,350	35%
HAGATNA	1,948	90%	153	7%	52	2%	12	1%	2,165	32%
UPPER TUMON	925	42%	833	38%	258	12%	162	8%	2,178	33%
TOTAL:	4,539	68%	1,573	23%	386	6%	195	3%	6,693	100%

**Government Accounts Receivable:** CSD reports invoices for the month of July 2017, for 71 active government accounts with an overall total of \$4,094,712.66. 68 accounts were current (96%), 3 account arrears (4%). 6 fax/emails issued to government accounts totaling \$955,091.85. July 2017 invoices, 69 accounts paid in full.

**CREDIT AND COLLECTION**

**Delinquent Ratio:** As of Aug 2017 the authority reported a total 48,535 active customers. The "Delinquent Ratio" was recorded at 8.91% with 4,326 total delinquent accounts, total arrears of 1,494,343.32; 978,296.39; 2,669 (5.50% / 28-45 days) category; 173,875.46; 1,064 (2.19% / 46-60 days); 93,312.39; 478 (0.98% 61-90 days); and 248,859.08; 115 (0.24% / Over 90 days).

**Return Check(s):** During Aug 2017, 77 returned checks (89 customer accounts), were received valued at \$33,171.78 of this, 65 checks were cleared amounting to \$24,099.85. The remaining 24 accounts totaling \$9,071.93 were scheduled for disconnection. Customer accounts that were not paid or reconnected were terminated and are pursued through inactive collection efforts (small claims).

**Bankruptcy:** FY17 Bankruptcy reports to date a total of thirty-six (36) customer accounts filed, totaling \$81,209.09. Chapter 7, twenty-one (21) \$27,576.37; Chapter 11, eight (8) \$47,917.79, Chapter 13, seven (7) \$5,714.93.

**Damage Claim:** No Damage claims reported for the month of August 2017.

**COMMAND CENTER**

**Meter Changed Outs:** For the month of Aug 2017, there were a total of forty-eight (48) meters changed outs due to defective meter non-communicating.

**ACTIVE DELINQUENT - NON PAYMENT****COMMAND CENTER /DISCONNECTIONS/RECONNECTIONS/**

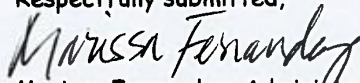
**Single Phase Meters:** Credit and Collection issued orders to Command Center to perform remote disconnect/reconnect for a total of 952 customers; 523(55%) were disconnected; 429(45%) deferred; 0(0%) incompletes.

**3 Phase Meters:** Credit and Collection issued orders to Disconnect Reconnect crew to perform truck roll out disconnect/reconnect for a total of 64 customers; 52(81%) were disconnected; 12(19%) deferred; 0(0%) incompletes.

<b>FY 2017 (Aug 01-31,2017)</b>								
	<b>Scheduled</b>	<b>Disc</b>	<b>Deferred</b>	<b>Complete Vs. Scheduled</b>	<b>Incomplete Disconnections</b>	<b>Disc Vs. Scheduled</b>	<b>Deferred Vs. Scheduled</b>	<b>Incomplete Vs. Scheduled</b>
Aug-17	1,016	575	441	1,016 100%	0	57%	43%	0%
Jul-17	789	431	357	788 100%	1	55%	45%	0%
3rd	4,021	2,683	1,332	4,015 100%	6	67%	33%	0%
2 <sup>nd</sup>	5,125	3,053	2,055	5,108 100%	17	60%	40%	0%
1 <sup>st</sup>	10,187	5,462	4,689	10,151 100%	36	54%	46%	0%
<b>TOTAL:</b>	<b>21,138</b>	<b>12,204</b>	<b>8,874</b>	<b>21,078 100%</b>	<b>60</b>	<b>58%</b>	<b>42%</b>	<b>0%</b>
<b>FY 2016 (October 01, 2015 - September 30, 2016)</b>								
<b>QTR</b>	<b>Scheduled</b>	<b>Disc</b>	<b>Deferred</b>	<b>Complete Vs. Scheduled</b>	<b>Incomplete Disconnections</b>	<b>Disc Vs. Scheduled</b>	<b>Deferred Vs. Scheduled</b>	<b>Incomplete Vs. Scheduled</b>
4 <sup>th</sup>	7,791	3,912	3,359	7,271 93%	520	50%	43%	7%
3 <sup>rd</sup>	7,027	4,184	2,800	6,984 99%	41	60%	40%	0%
2 <sup>nd</sup>	6,930	3,761	3,102	6,863 100%	68	54%	45%	1%
1 <sup>st</sup>	23,275	3,099	20,141	23,240 100%	35	13%	87%	0%
<b>TOTAL:</b>	<b>45,023</b>	<b>14,956</b>	<b>29,402</b>	<b>44,358 99%</b>	<b>664</b>	<b>33%</b>	<b>65%</b>	<b>2%</b>

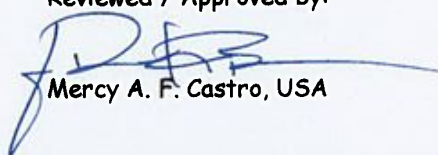
This concludes the Summary Report for Customer Service Division for the month of Aug 2017.

Respectfully submitted,



Marissa Fernandez, Administrative Officer

Reviewed / Approved by:



Mercy A. F. Castro, USA

**CUSTOMER SERVICE  
CREDIT COLLECTION  
Bankruptcy Report  
FY 2017**

Prepared by: \_\_\_\_\_  
Carla Cruz

Approved by: \_\_\_\_\_  
Jamie Pinault

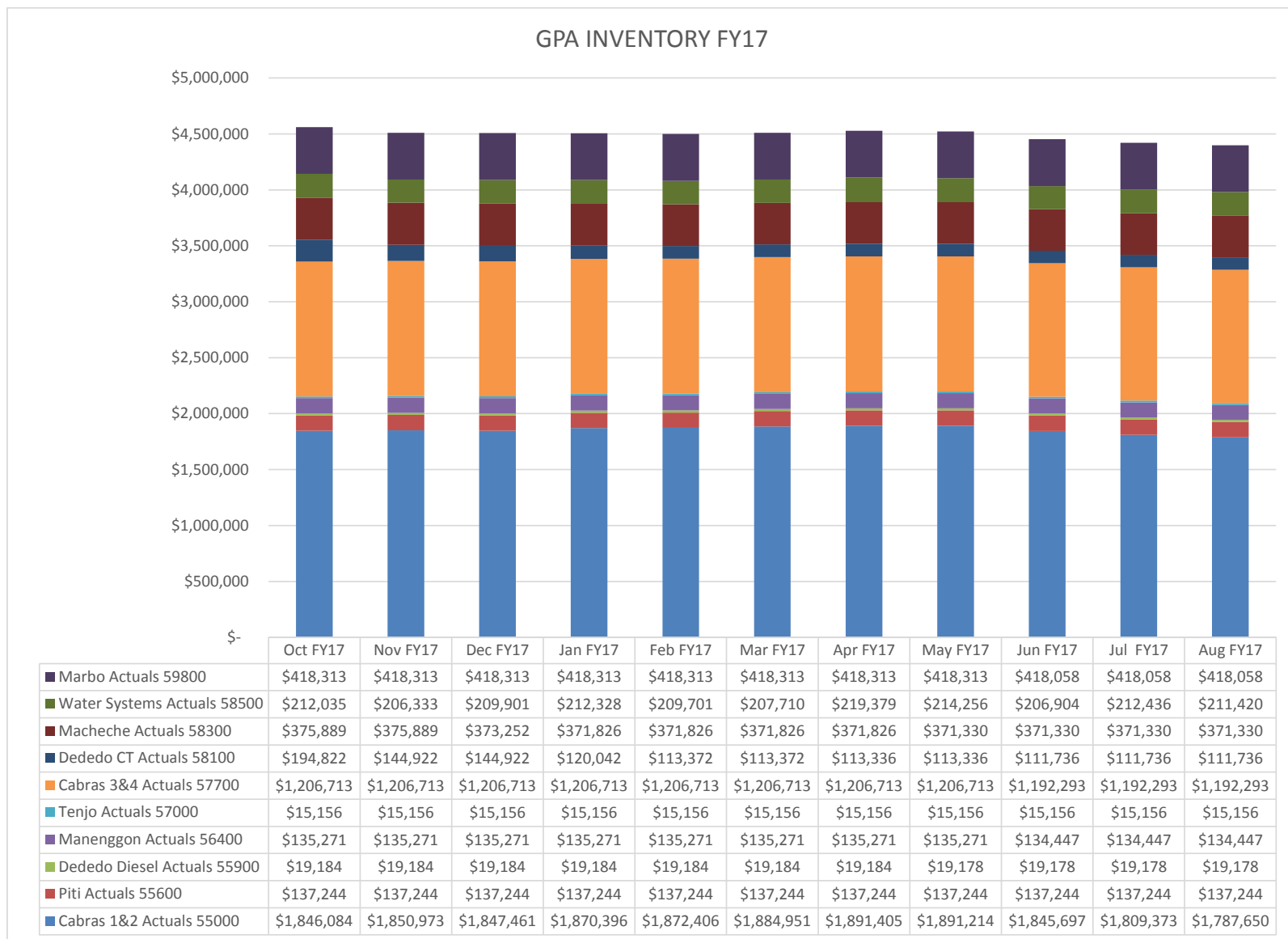
MONTH	<b>FISCAL YEAR 2017</b>		October 31, 2016		Grand Total as of October 2016		November 30, 2016		Grand Total as of November 2016		December 31, 2016		Grand Total as of December 2016	
Chapter			No. of Acct.	Bankruptcy Amount	No. of Acct.	Bankruptcy Amount	No. of Acct.	Bankruptcy Amount	No. of Acct.	Bankruptcy Amount	No. of Acct.	Bankruptcy Amount	No. of Acct.	Bankruptcy Amount
7			24	\$37,887.30	24	\$37,887.30								
11			2	\$1,750.26	2	\$1,750.26								
13			3	\$4,881.73	3	\$4,881.73								
<b>Total</b>			<b>29</b>	<b>\$44,519.29</b>	<b>29</b>	<b>\$44,519.29</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>

MONTH	Balance Forward		January 31, 2017		Grand Total as of January 2017		February 28, 2017		Grand Total as of February 2017		March 31, 2017		Grand Total as of March 2017	
Chapter	No. of Acct.	Bankruptcy Amount	No. of Acct.	Bankruptcy Amount	No. of Acct.	Bankruptcy Amount	No. of Acct.	Bankruptcy Amount	No. of Acct.	Bankruptcy Amount	No. of Acct.	Bankruptcy Amount	No. of Acct.	Bankruptcy Amount
7			1	\$888.85	1	\$888.85			1	\$888.85	5	\$1,445.58	5	\$1,445.58
11														
13											2	\$2,788.05	2	\$2,788.05
<b>Total</b>	<b>0</b>	<b>\$0.00</b>	<b>1</b>	<b>\$888.85</b>	<b>1</b>	<b>\$888.85</b>	<b>0</b>	<b>\$0.00</b>	<b>1</b>	<b>\$888.85</b>	<b>7</b>	<b>\$4,233.63</b>	<b>7</b>	<b>\$4,233.63</b>

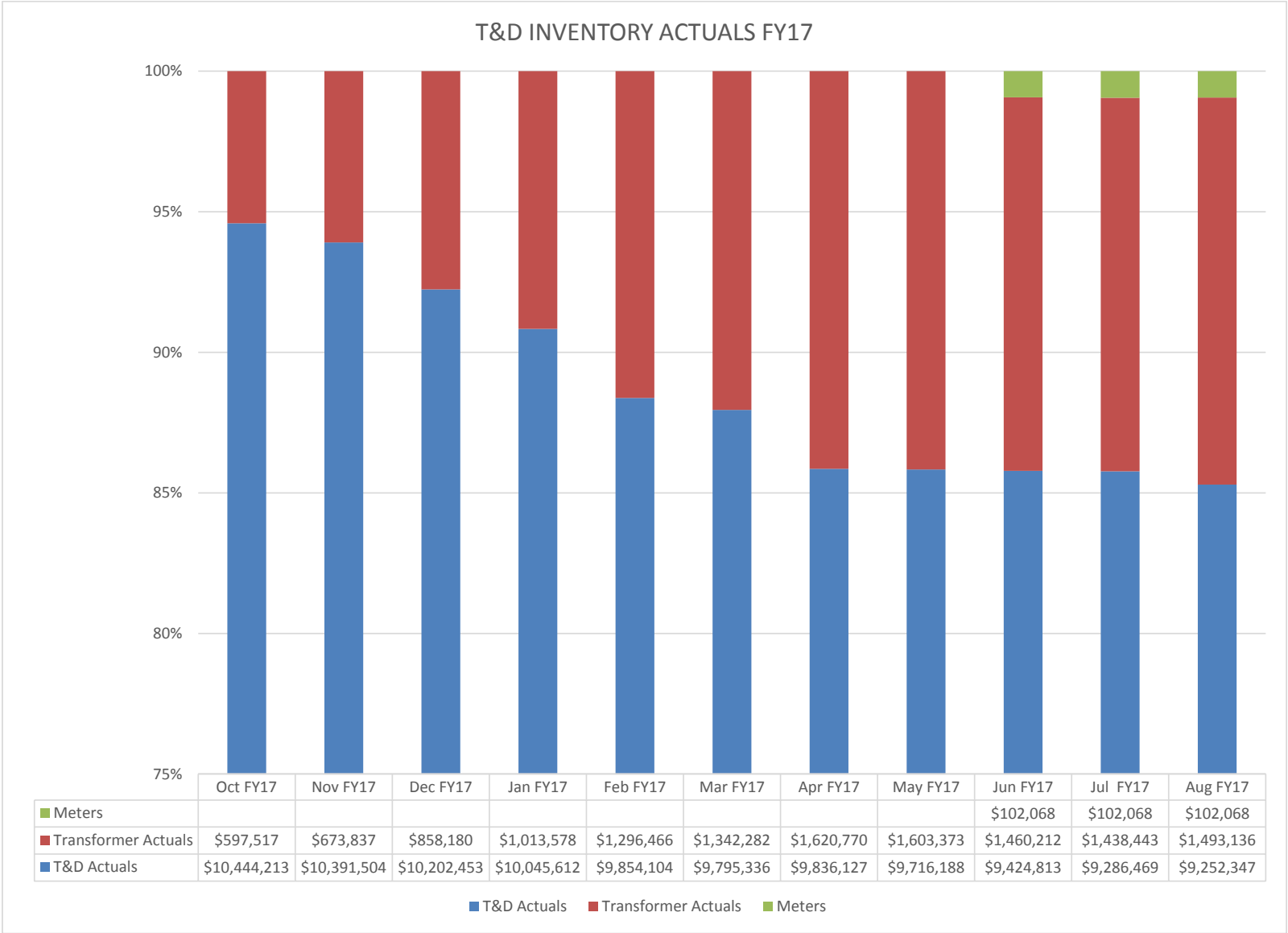
MONTH	Balance Forward		April 30, 2017		Grand Total as of April 2017		May 31, 2017		Grand Total as of May 2017		June 30, 2017		Grand Total as of June 2017	
Chapter	No. of Acct.	Bankruptcy Amount	No. of Acct.	Bankruptcy Amount	No. of Acct.	Bankruptcy Amount	No. of Acct.	Bankruptcy Amount	No. of Acct.	Bankruptcy Amount	No. of Acct.	Bankruptcy Amount	No. of Acct.	Bankruptcy Amount
7	2	\$1,013.89	2		2	\$1,013.89	1	\$1,597.30	9	\$4,945.62			9	\$4,945.62
N/A	1	\$0.00	1	\$0.00										
									2	\$2,788.05			2	\$2,788.05
<b>Total</b>	<b>3</b>	<b>\$1,013.89</b>	<b>3</b>	<b>\$0.00</b>	<b>0</b>	<b>\$1,013.89</b>	<b>1</b>	<b>\$1,597.30</b>	<b>11</b>	<b>\$7,733.67</b>	<b>0</b>	<b>\$0.00</b>	<b>11</b>	<b>\$7,733.67</b>

MONTH	Balance Forward		July 31, 2017		Grand Total as of July 2017		August 31, 2017		Grand Total as of August 2017		September 30, 2017		Grand Total as of September 2017	
Chapter	No. of Acct.	Bankruptcy Amount	No. of Acct.	Bankruptcy Amount	No. of Acct.	Bankruptcy Amount	No. of Acct.	Bankruptcy Amount	No. of Acct.	Bankruptcy Amount	No. of Acct.	Bankruptcy Amount	No. of Acct.	Bankruptcy Amount
7	9	\$4,945.62	7	\$21,098.55	16	\$26,044.17	5	\$1,532.20	21	\$27,576.37				
11			8	\$47,917.79	8	\$47,917.79			8	\$47,917.79				
13	2	\$2,788.05	5	\$2,926.88	7	\$5,714.93			7	\$5,714.93				
<b>Total</b>	<b>11</b>	<b>\$7,733.67</b>	<b>20</b>	<b>\$71,943.22</b>	<b>31</b>	<b>\$79,676.89</b>	<b>5</b>	<b>\$1,532.20</b>	<b>36</b>	<b>\$81,209.09</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>







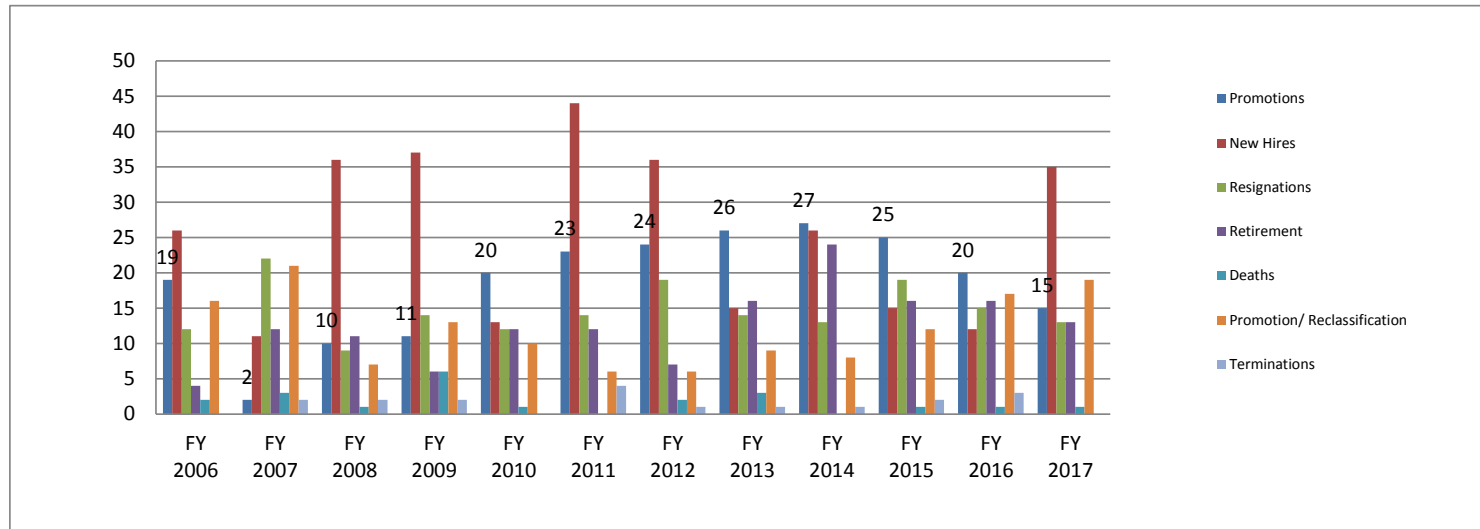


## RECRUITMENT ANALYSIS

Fiscal Year	Promotions	New Hires	Resignations	Retirement	Deaths	Promotion/ Reclassification	Terminations	Total Author- ized FTE	Attrition Rate	Total Filled FTE at end of Fiscal Year	Percentage of Filled FTE at end of Fiscal Year
2006	19	26	12	4	2	16	0	584	3.3%	536	91.8%
2007	2	11	22	12	3	21	2	584	7.2%	510	87.3%
2008	10	36	9	11	1	7	2	592	4.5%	525	88.7%
2009	11	37	14	6	6	13	2	592	5.3%	534	90.2%
2010	20	13	12	12	1	10	0	592	4.7%	522	88.2%
2011	23	44	14	12	0	6	4	592	5.7%	536	90.5%
2012	24	36	19	7	2	6	1	568	5.4%	543	95.6%
2013	26	15	14	16	3	9	1	568	6.3%	524	92.3%
2014	27	26	13	24	0	8	1	568	7.3%	512	90.1%
2015	25	15	19	16	1	12	2	539	7.4%	489	90.7%
2016	20	12	15	16	1	17	3	510	7.2%	466	91.4%
2017	15	35	13	13	1	19	0	510	5.8%	475	93.1%

*Recruitment Analysis (FY 2017) ..1 of 2*

*as of 08/31/17*



	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
Promotions	19	2	10	11	20	23	24	26	27	25	20	15
New Hires	26	11	36	37	13	44	36	15	26	15	12	35
Resignations	12	22	9	14	12	14	19	14	13	19	15	13
Retirement	4	12	11	6	12	12	7	16	24	16	16	13
Deaths	2	3	1	6	1	0	2	3	0	1	1	1
Promotion/Reclassification	16	21	7	13	10	6	6	9	8	12	17	19
Terminations	0	2	2	2	0	4	1	1	1	2	3	0

TOTAL NO. OF EMPLOYEES	536	510	525	534	522	536	543	524	512	489	466	475
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Recruitment Analysis (FY 2017) .. 2 of 2

as of 08/31/17

**GUAM POWER AUTHORITY  
HUMAN RESOURCES DIVISION  
STAFFING REPORT (FY 2017)  
AS OF AUGUST 31, 2017**

<u>DIVISION</u>	<u>B1 ACTIVE EMP</u>	<u>B2 LAST EMP</u>	<u>C PROMOTE /TRANS</u>	<u>D PROM. RECLASS</u>	<u>E NEW HIRES</u>	<u>F RESIGN/ TERM</u>	<u>G RETIRE</u>	<u>H CURR VAC</u>	<u>I LAST VAC</u>	<u>(B1+H=K) TOTAL STAFFING</u>
INTERNAL AUDIT/REVENUE PROTECTION	3	3	0	0	0	0	0	1	1	4
BOARD(10200)	2	2	0	0	0	0	0	0	0	2
GENERAL MANAGER (CUS) [10100]	0	0	0	0	0	0	0	0	0	0
GENERAL MANAGER (20500)	4	4	0	0	0	0	0	0	0	4
PUBLIC INFORMATION OFFICE	2	1	0	0	0	0	0	0	1	2
ASSIST GM-ENG/TECH SVCS (30500)	1	1	0	0	0	0	0	0	0	1
ASSISTANT GENERAL MGR (30800)	1	1	0	0	0	0	0	1	1	2
ASSISTANT GENERAL MGR (AGMO) 50900	2	2	0	0	0	0	0	0	0	2
STRAT PLANN & OPTNS RESEARCH DIV	9	9	0	0	0	0	0	1	1	10
FACILITIES	9	9	0	0	0	0	0	0	0	9
HUMAN RESOURCES	10	8	0	0	2	0	0	0	2	10
CUSTOMER SERVICES	37	37	0	1	0	0	0	0	0	37
INFORMATION TECHNOLOGY	14	14	0	0	0	0	0	2	1	16
FINANCE	42	41	0	0	1	0	0	4	5	46
PROCUREMENT	20	20	0	0	0	0	0	2	2	22
TRANSPORTATION	9	9	0	0	0	0	0	2	2	11
SAFETY	6	6	0	0	0	0	0	1	1	7
PLANNING & REG	7	7	0	0	0	0	0	1	0	8
ENGINEERING	38	38	0	0	0	0	0	2	3	40
GENERATION	137	138	0	0	0	1	0	8	7	145
TRANSMISSION/DISTRIBUTION	101	101	0	0	0	0	0	6	7	107
POWER SYSTEM CONTROL CENTER	21	22	0	0	0	0	1	4	3	25
	475	473	0	1	3	1	1	35	37	510
JOBS/SCSEP/GETP PARTICIPANTS	1	1								1
APPRENTICESHIP PROGRAM	7	8								7
SUMMER ENGINEERING INTERNS	0	0								0
TEMPORARY (P.L. 33-185)	1	1								1
GRAND TOTAL WORKFORCE:	484	483	0	1	3	1	1	35	37	519

**FTE Count per FY17 FMP: 510**

**Current vacancies adjusted to reflect FTE of 510**

\*\* JOBS = Job Opportunities and Basic Skills (individuals under the Public Health assistance program)

\*\* GETP = Guam Employment & Training Program (individuals under the Public Health assistance program)

\*\* SCSEP = Senior Community Service Employment Program

\*\* APPRENTICESHIP TRAINING PROGRAM - Generation, PSCC and T&D combined total

\*\* JOBS/SCSEP/GETP and Apprentice program participants are not included in the total annual budgeted FTE (Full-Time Employee) count.

\*\* P.L. 33-185 -Temporary employee(s)

Staffing Report as of August 31, 2017 - PREPARED BY: J.Aguigui

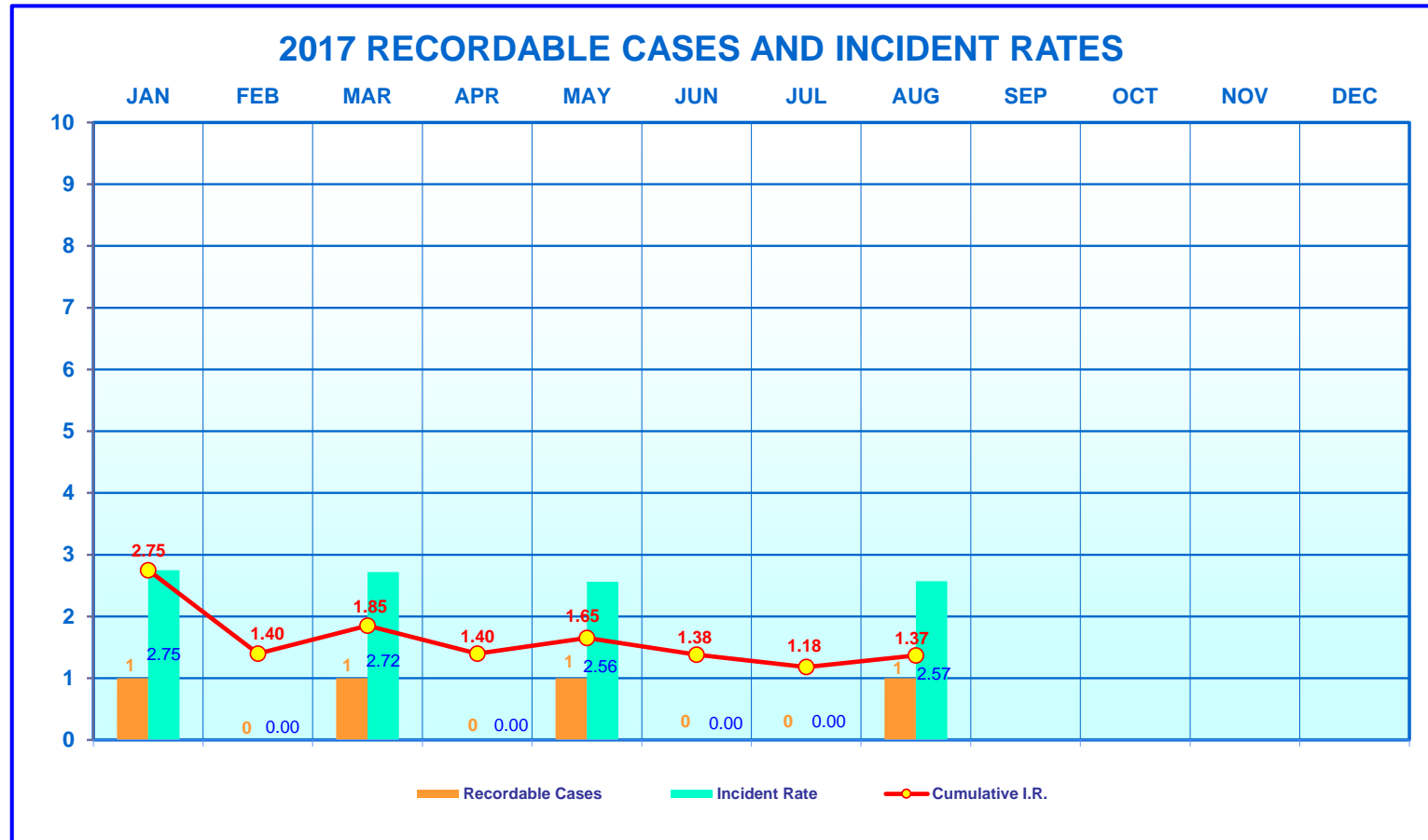
Run Date: 9/6/2017  
Run Time: 4:16:11PM

**Guam Power Authority  
Delinquent Accounts Summary  
ACTIVE ACCOUNTS**

Report ID: DELRATIO  
Page 1 of 1

<u>Rate Classification</u>	<u>Total Cust</u>	<u>Del Cust</u>	<u>Current Bill</u>	<u>28-45 days</u>	<u>46-60 days</u>	<u>61-90 days</u>	<u>Over 90 days</u>	<u>Total Arrears</u>	<u>Total Due</u>
Residential	42,929	3,903 9.09%	622,795.29	431,778.46 2,413 5.62%	139,511.03 986 2.30%	50,338.01 419 0.98%	22,032.00 85 0.20%	643,659.50	1,266,454.79
Small Gen Non-Dem	4,009	306 7.63%	95,451.18	90,128.29 199 4.96%	14,694.39 52 1.30%	19,700.96 39 0.97%	42,353.96 16 0.40%	166,877.60	262,328.78
Small Gen Demand	960	64 6.67%	159,289.55	103,569.50 40 4.17%	19,474.02 13 1.35%	20,256.65 6 0.63%	183,277.69 5 0.52%	326,577.86	485,867.41
Large General	116	5 4.31%	442,385.48	352,441.86 3 2.59%	0.00 0 - %	2,760.53 2 1.72%	0.00 0 - %	355,202.39	797,587.87
Private Street Light	521	48 9.21%	2,135.43	378.28 14 2.69%	196.02 13 2.50%	256.24 12 2.30%	1,195.43 9 1.73%	2,025.97	4,161.40
<b>Sub Total (Private)</b>	<b>48,535</b>	<b>4,326 8.91%</b>	<b>1,322,056.93</b>	<b>978,296.39 2,669 5.50%</b>	<b>173,875.46 1,064 2.19%</b>	<b>93,312.39 478 0.98%</b>	<b>248,859.08 115 0.24%</b>	<b>1,494,343.32</b>	<b>2,816,400.25</b>
Small Gov Non-Dem	56	4 7.14%	43,841.02	2,232.52 3 5.36%	0.00 0 - %	425.33 1 1.79%	0.00 0 - %	2,657.85	46,498.87
Small Gov Demand	47	7 14.89%	211,950.36	4,834.85 7 14.89%	0.00 0 - %	0.00 0 - %	0.00 0 - %	4,834.85	216,785.21
Large Government	15	1 6.67%	447,639.31	20,532.26 1 6.67%	0.00 0 - %	0.00 0 - %	0.00 0 - %	20,532.26	468,171.57
Gov Street Light	32	5 15.63%	8,452.26	3,439.71 4 12.50%	0.00 0 - %	94.08 1 3.13%	0.00 0 - %	3,533.79	11,986.05
<b>Sub Total (Govt)</b>	<b>150</b>	<b>17 11.33%</b>	<b>711,882.95</b>	<b>31,039.34 15 10.00%</b>	<b>0.00 0 0.00%</b>	<b>519.41 2 1.33%</b>	<b>0.00 0 0.00%</b>	<b>31,558.75</b>	<b>743,441.70</b>
<b>GRAND TOTAL</b>	<b>48,685</b>	<b>4,343 8.92%</b>	<b>2,033,939.88</b>	<b>1,009,335.73 2,684 5.51%</b>	<b>173,875.46 1,064 2.19%</b>	<b>93,831.80 480 0.99%</b>	<b>248,859.08 115 0.24%</b>	<b>1,525,902.07</b>	<b>3,559,841.95</b>

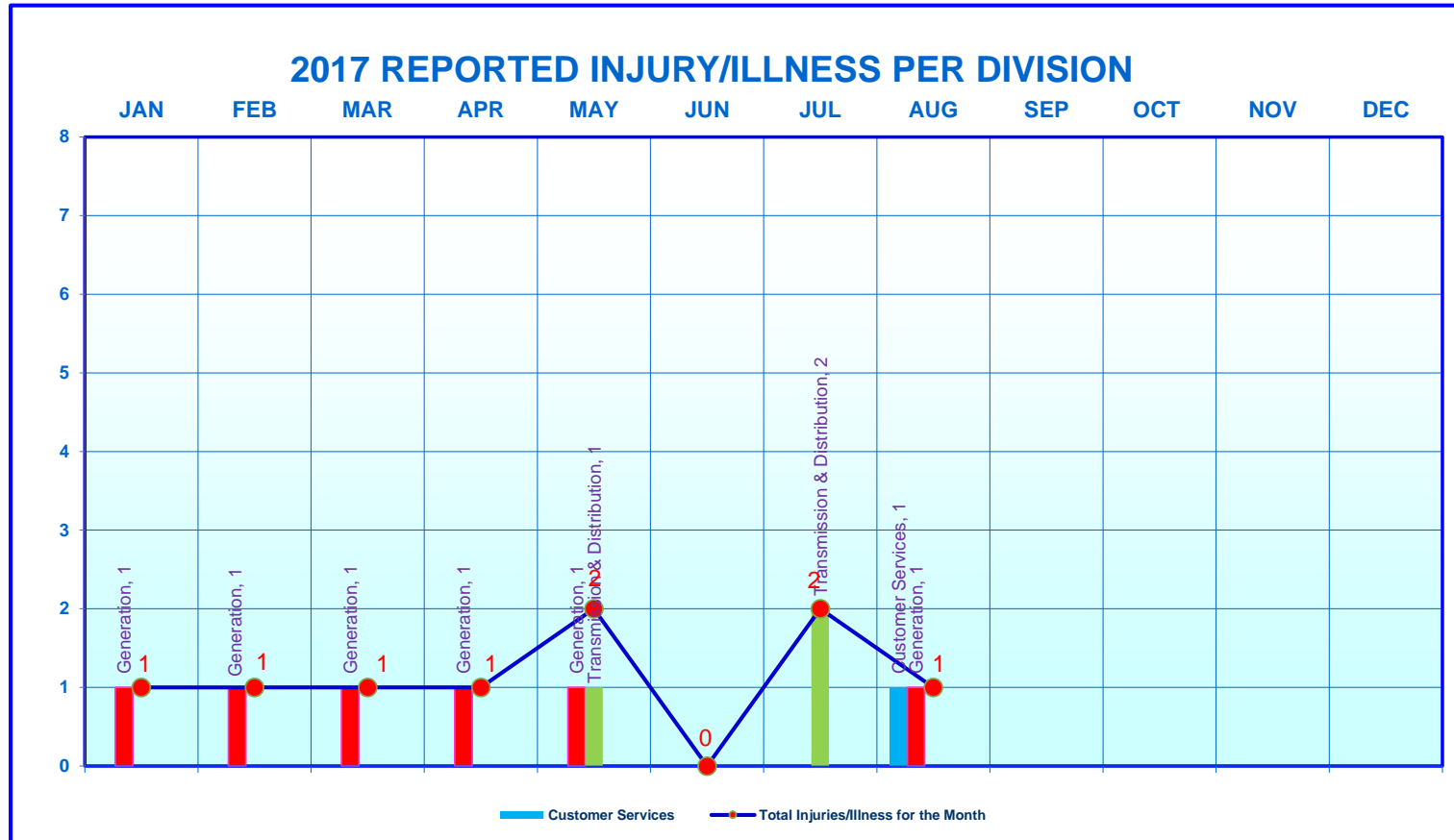
## SAFETY DIVISION MONTHLY REPORT



**Total Case Incident Rates = (# recordable cases x 200,000 hours) / # total annual work hours**

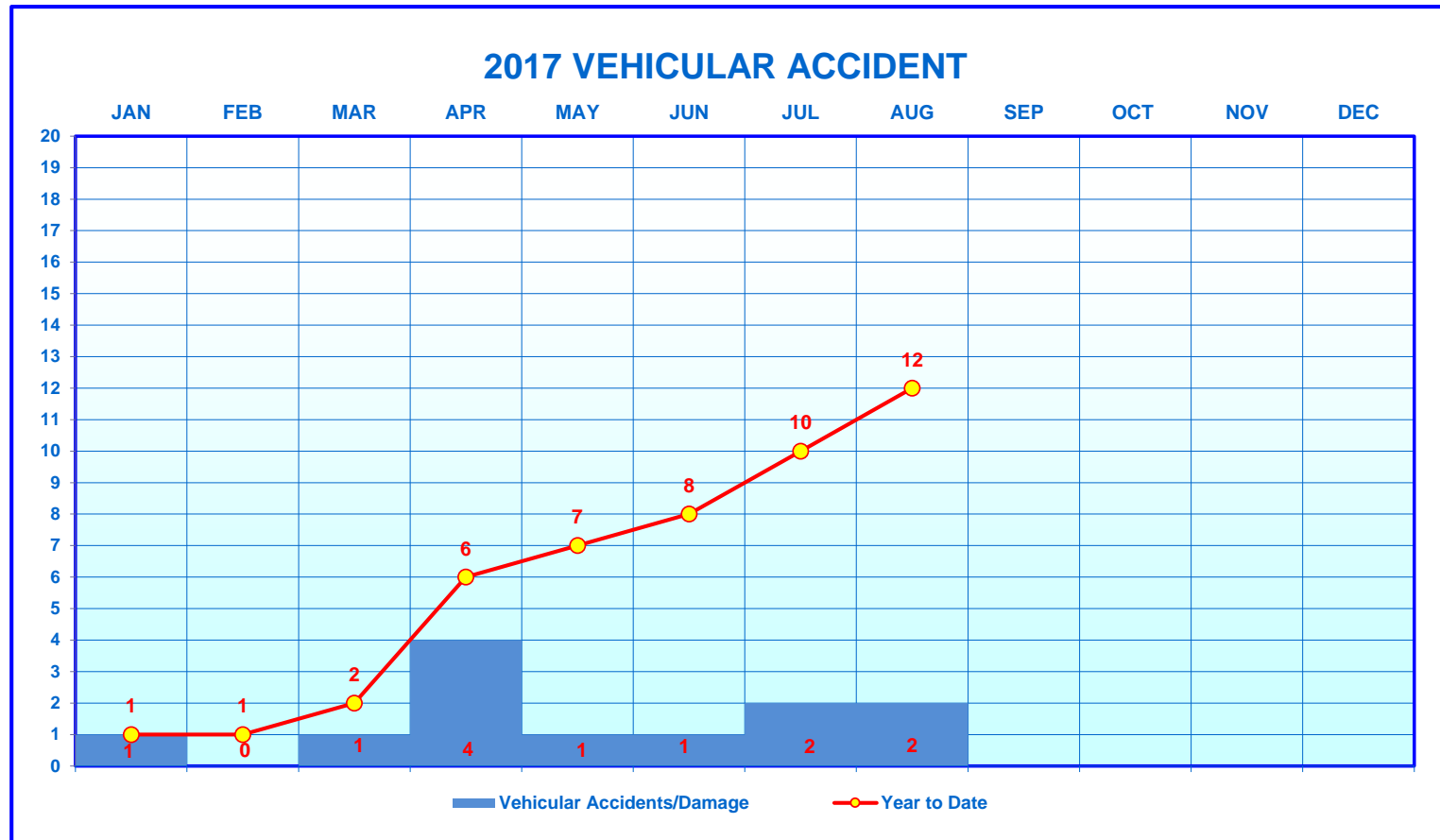
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Recordable Cases	1	0	1	0	1	0	0	1				
Incident Rate	2.75	0.00	2.72	0.00	2.56	0.00	0.00	2.57				
Cumulative I.R.	2.75	1.40	1.85	1.40	1.65	1.38	1.18	1.37				

## SAFETY DIVISION MONTHLY REPORT



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Customer Services								1				
Generation	1	1	1	1	1			1				
Transmission & Distribution					1		2					
Total Injuries/Illness for the Month	1	1	1	1	2	0	2	1				

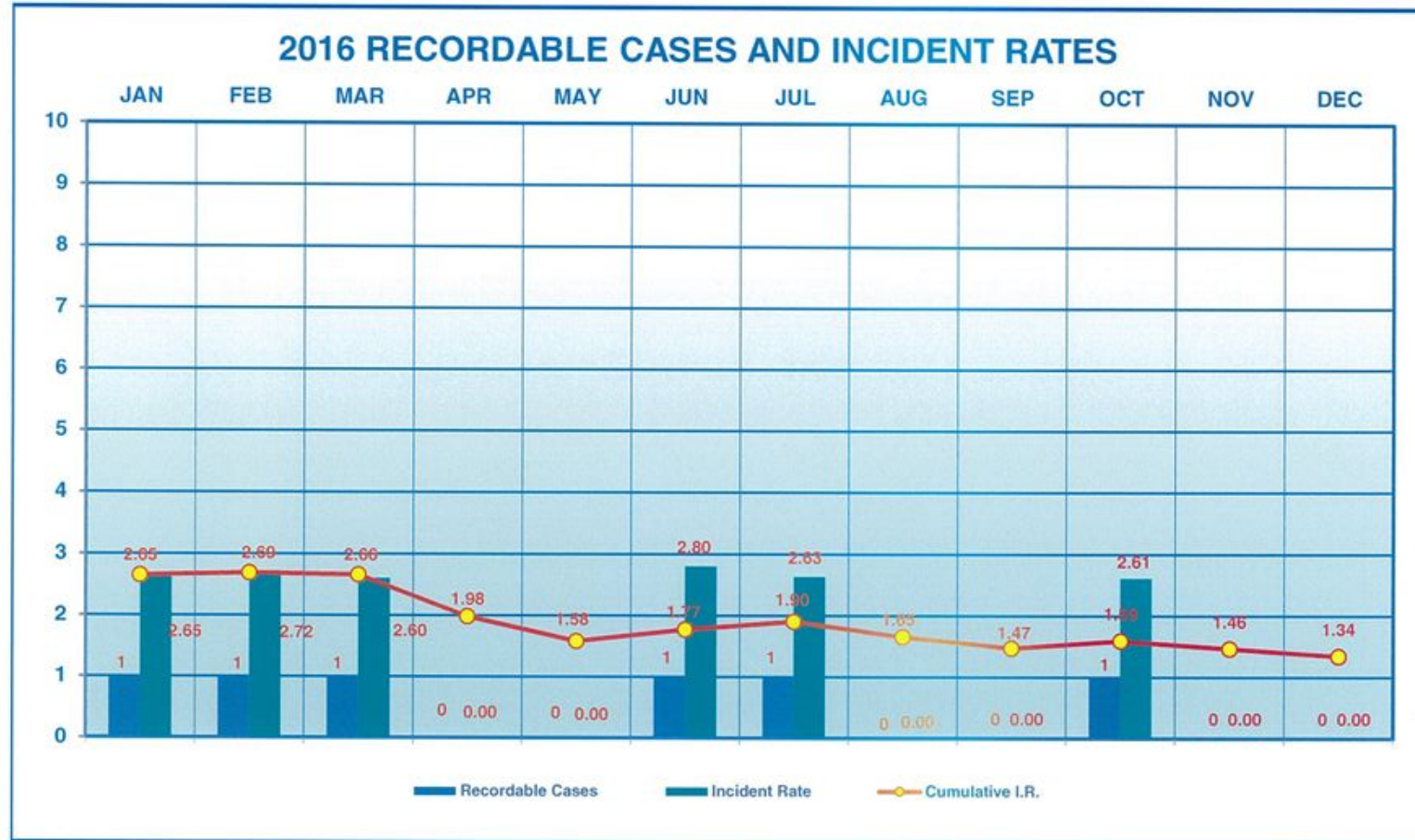
## SAFETY DIVISION MONTHLY REPORT



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Vehicular Accidents/Damage	1	0	1	4	1	1	2	2				
Year to Date	1	1	2	6	7	8	10	12				
Accidents attributed to Employee fault	1	0	0	3	1	1	2	2				

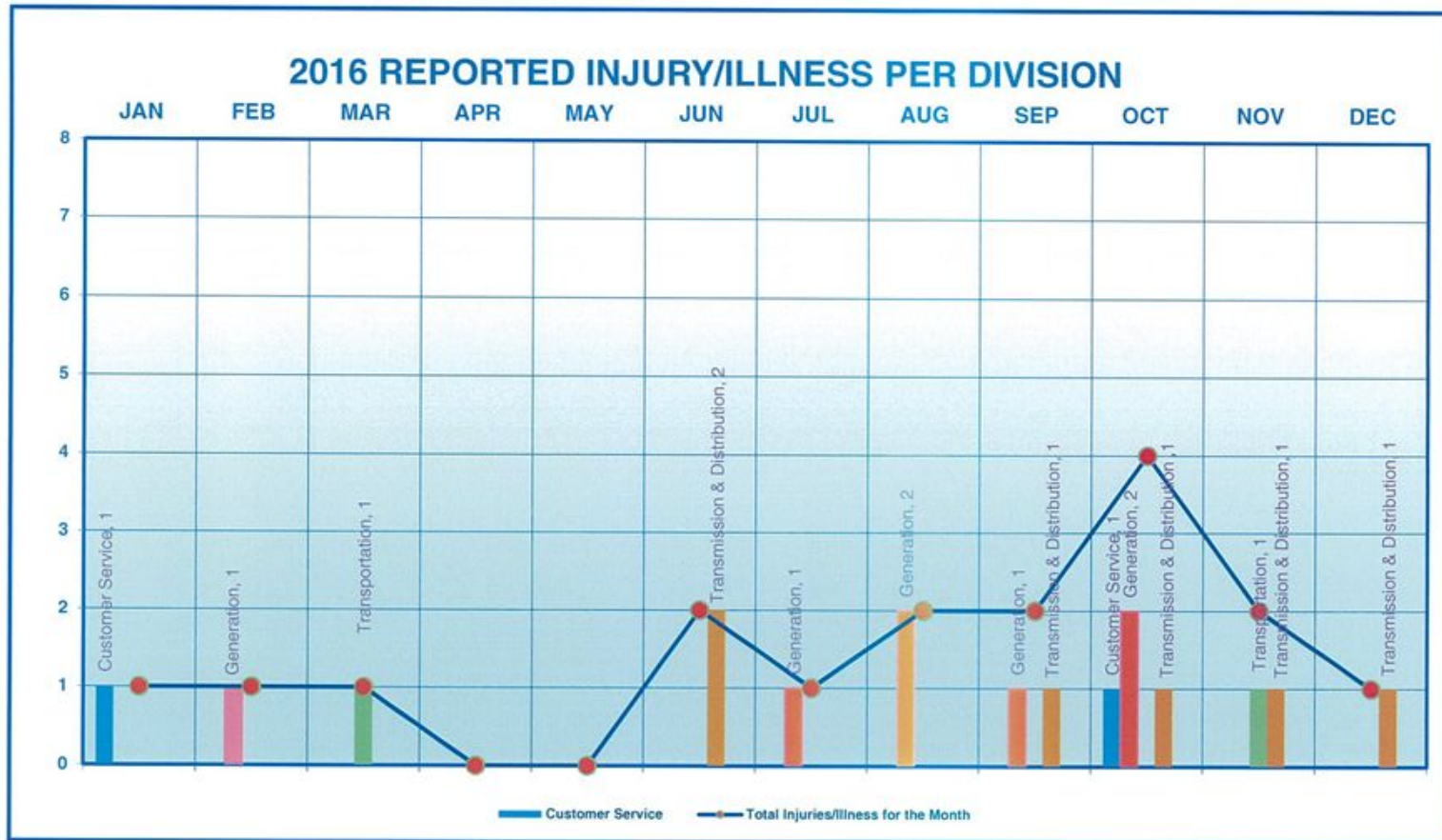


## SAFETY DIVISION MONTHLY REPORT



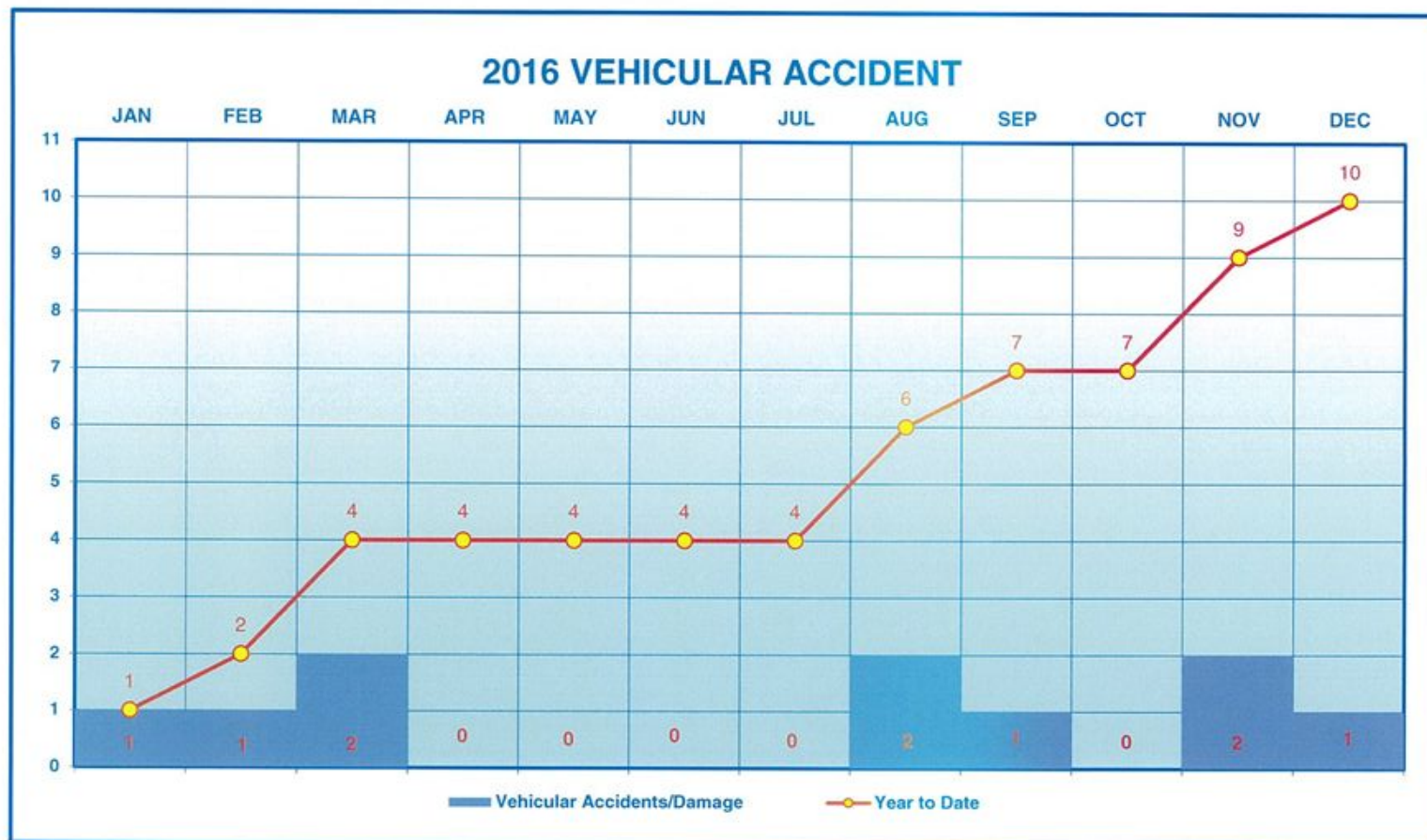
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Recordable Cases	1	1	1	0	0	1	1	0	0	1	0	0
Incident Rate	2.65	2.72	2.60	0.00	0.00	2.80	2.63	0.00	0.00	2.61	0.00	0.00
Cumulative I.R.	2.65	2.69	2.66	1.98	1.58	1.77	1.90	1.65	1.47	1.59	1.46	1.34

## SAFETY DIVISION MONTHLY REPORT



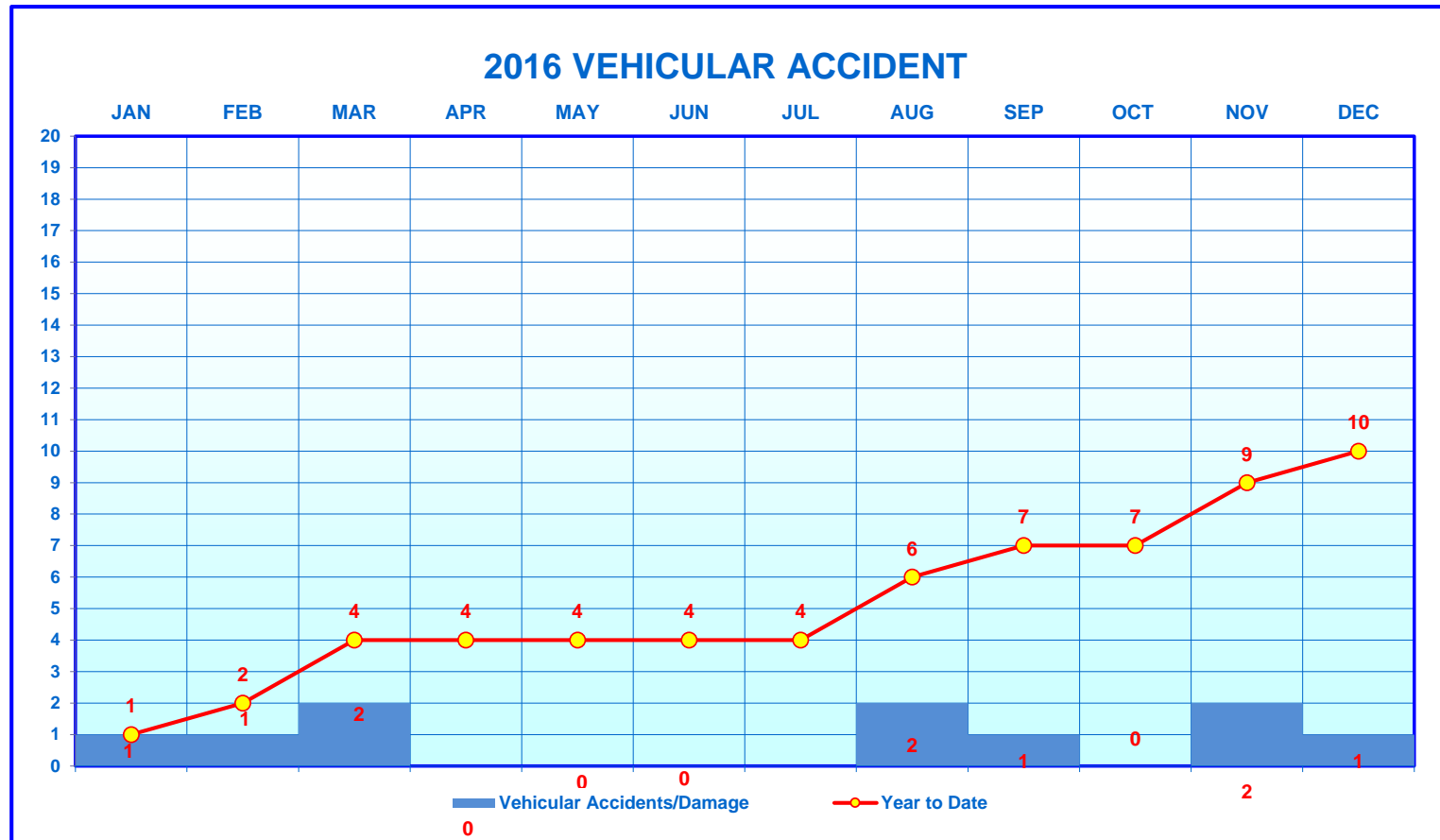
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Customer Service	1									1		
Generation		1					1	2	1	2		
Transportation			1								1	
Transmission & Distribution						2			1	1	1	1
Total Injuries/Illness for the Month	1	1	1	0	0	2	1	2	2	4	2	1

## SAFETY DIVISION MONTHLY REPORT



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Vehicular Accidents/Damage	1	1	2	0	0	0	0	2	1	0	2	1
Year to Date	1	2	4	4	4	4	4	6	7	7	9	10

## SAFETY DIVISION MONTHLY REPORT



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Vehicular Accidents/Damage	1	1	2	0	0	0	0	2	1	0	2	1
Year to Date	1	2	4	4	4	4	4	6	7	7	9	10
Accidents attributed to Employee fault	0	1	1	0	0	0	0	1	1	0	2	0

# SPORD CCU Report

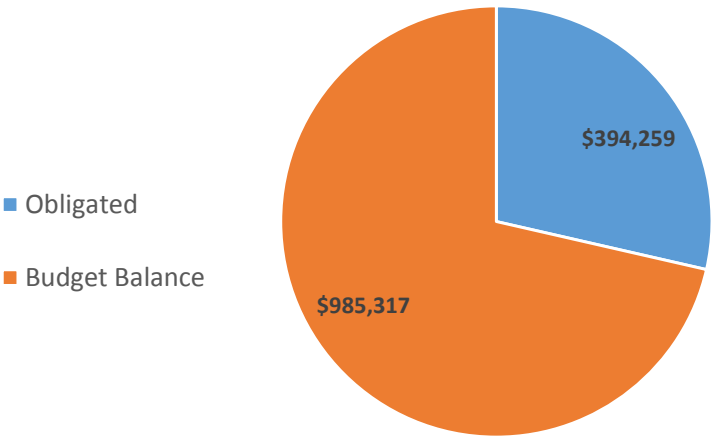
August 2017



# SPORD FY 2017 Budget Status

## SPORD O&M:

**O&M (Non-Labor) Budget Status  
thru 9/18/17**

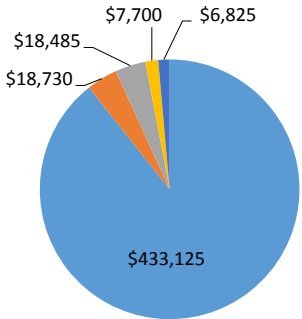


Approved Budget	\$ 2,352,072
Adjusted Budget	\$ 2,357,148
Actuals	\$ 1,039,368

## DSM Expenses:

**FY17 DSM Program Costs  
thru 8/15/17**

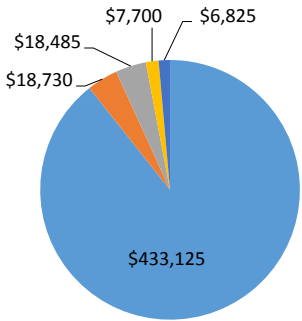
- Paid Rebates-Split AC
- Regular Pay
- Other Contractual
- Paid Rebates- Central AC
- Paid Rebates- Washer/Dryers



FY 17 Total = \$484,866

**Total DSM Program Costs  
December 2015 thru August 15, 2017**

- Paid Rebates-Split AC
- Regular Pay
- Other Contractual
- Paid Rebates- Central AC
- Paid Rebates- Washer/Dryers



Total to Date = \$625,808

# Ongoing Activities

- Contract Performance Management (IPP, PMC, Agrekko)
- Generation Fuel Supply & Fuel Farm Management
- DSM Rebate Processing
- Renewables (Wind Turbine Maint & DOAg MOA, NRG Invoicing)
- Smart Grid/Network Support
- Project Management (*See July Project Activities*)

# August Project Activities

No.	Project Description	August Activities	Status / Est. Completion
1	Energy Storage System (Phase I)	Construction Site Survey completed 60% Design submitted to GPA for review	May 2018
2	Renewable Energy Resource Phase II	Completed KEPCO-LG CNS PPA Negotiations Initiated Hanwha Negotiations System Impact Study continued	Oct 2017 (Award/ Contract Signed)
3	New Power Plant Bid (EPCM)	Review of draft IPP bid documents for new power plant	2017 Q4 (Issue Solicitation)
4	DSM Marketing	Completed DSM Point of Sales Kits, GPA marketing signage, EV vehicle wrap (prepped for parade), various media ads, waiver form, etc.	Continuous
5	DSM Rebate Program	Processed over 80 equipment for rebates totaling ~ \$97K	Continuous
6	Wireless Network Expansion (LML)	Commenced Southern Expansion in collaboration with GWA: 30% Assessment of GWA Well Locations: Completed Assessment of Existing Tropos Units: 20%	To be Updated Completed Continuous
7	Performance Metrics Automation Project	Target Completion, Phase I: Dashboard build out Started Phase II: Automating and consolidating data sources Roll-out and Change Management Initiatives commenced	Aug 2017 Sept 2017 Sept 2017
8	Electric Grid Analysis Software	Testing Ongoing	Sept 2017 (User Training)
9	Services to Develop Business Performance Indices using iDashboards	Dashboard builds 90%	Sept 2017
10	Supervisory Control and Data Acquisition (SCADA) System	GPWA reviewing proposed SCADA Systems Architecture	Mar 2018



# August Project Activities

No.	Project Description	August Activities	Status / Est. Completion
11	Mobile Workforce Management System	Protest resolution requires bid cancellation and rebid. Rebid ongoing.	Nov 2017 (Bid Award)
12	Consulting Services for Smart Grid Analytics Enabled Distribution System Planning, Technical, and Economic Feasibility Studies	Announced July 11, 2017. Closing 8/29/17 as extended. To support Smart Grid initiatives and EV infrastructure	Oct 2017 (RFP Award)
13	IPP Assessment of TEMES CT & MEC Plants	DData compilation in progress. Consultant Assessment tentatively scheduled in October 2017.	Completion Date: Nov 2017
14	TEMES Piti # 7 ECA and Transition to GPA	Coordinating SPORD/ENGG/P&R and IT Tasks for Transition. Assisting Generation with related transition tasks	Completion Date: Nov 2017 Completion Date: Nov 2017
15	Planning Software Upgrades & Training (Capacity Expansion/ Portfolio Optimization / Stochastics)	Troubleshooting of PO and CE issues completed. Training completed in August 2017. Upcoming task: Configuration and management of database, training for - SPORD - PSCC	Completed  Start Date: Sept 2017 Completion Date: Sept 2018
16	Generation Software (GADS open software)	Installation completed for Admin PC / Server and SQL Server. Database configuration to commence. Training for Generation to be scheduled in FY18.	9/1/2017 9/5/2017 FY 2018
17	IFB for ULSD Supply for Baseloads and Peaking Units	Cancelled due to change in scope of work and structure of contract; Re-issuing new solicitation with updated contract requirements	Sept/Oct 2017 (Issue Solicitation)
18	Contract for Lease of Bulk ULSD Storage	Coordinating with TTGI for large bulk storage for additional ULSD storage.	Early 2018 (Tank Available)
19	EV Infrastructure	Completed charging station for employee parking area for two EV vehicles. Pending procurement of consultants for additional infrasture plan	Sept 2018

# August Project Activities

No.	Project Description	August Activities	Status / Est. Completion
20	Consulting Support, new procurements for Piti 7,8,9	SOW being discussed, to be scheduled after completion of plant assessment	Start Date: December 2017 Completion Date: January 2018
21	Fuel Conversion Plan	SOW being discussed	Start Date: Sept 2017
22	Fuel Bulk Storage Facility Assessment	Data compilation in progress. Consultant Assessment tentatively scheduled in October 2017.	Completion Date: Nov 2017
23	Design and Engineering Consulting for Remote Start of GPA Plants	SOW being discussed. Initial assessment scheduled for Oct/Nov 2017.	Start Date: Sept 2017 Completion Date: Dec 2017

# Planned Procurements

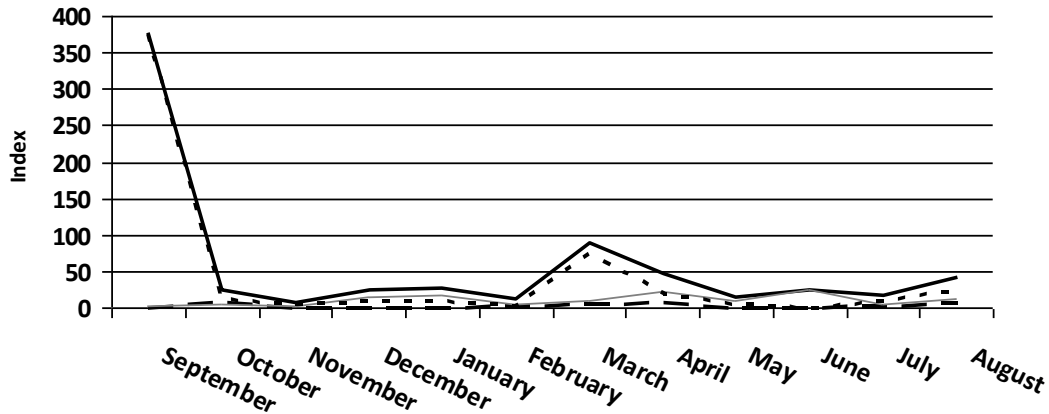
- Phase III Renewable Acquisition on Navy Leased Lands (Solar PV)
  - Pending PUC approval. Solicitation expected later this year.
- Piti #7 Additional Procurements
  - Pending Technical Assessment of plant potential procurements may include Maintenance Services Contract or a Re-capitalization Contract.
- Piti #8 and #9
  - Exploring options for re-capitalization contract after expiration of ECA in 2018.
- IPP Contracts for up to 180 MW Generation Resources
  - Documents being drafted
- ULSD Supply & Delivery to Baseload and Peaking Units
  - Initial Bid cancelled due to major changes in scope. Revising bid specifications

# Planned Procurements

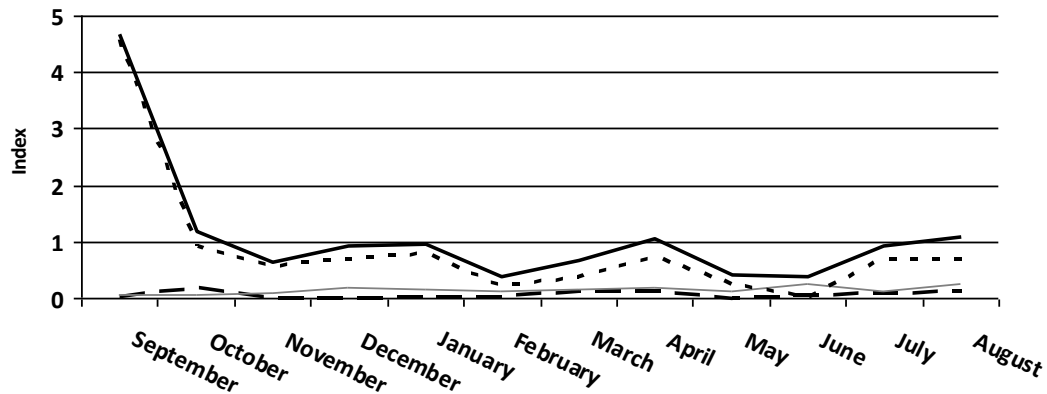
- MV90 Integration and Training Services)
  - Processing Documents through PMM to be solicited in October 2017
- Network Communication Substation/Plant Metering
  - Processing Documents through PMM to be solicited in October 2017
- Engineering Analysis Trainings Services
  - Processing Documents through PMM to be solicited in October 2017



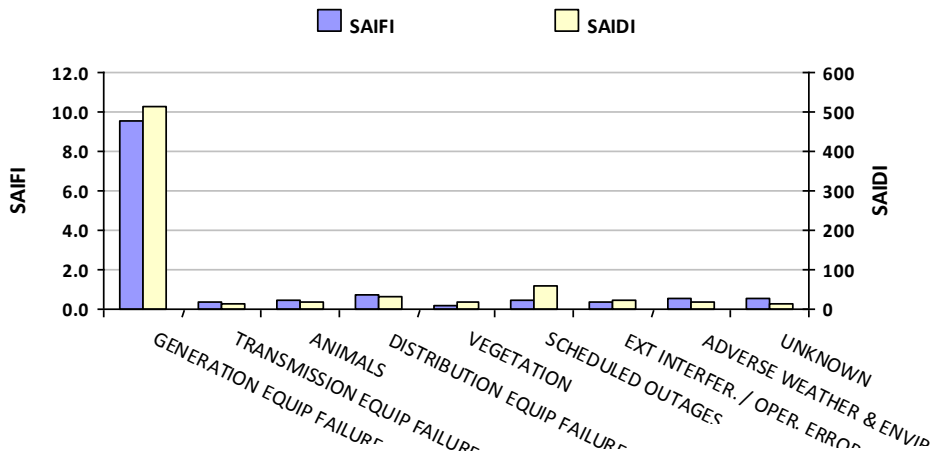
(Item 1.1,1.2,1.5) August 2017 SAIDI = 711.72 ↑ (684.28)



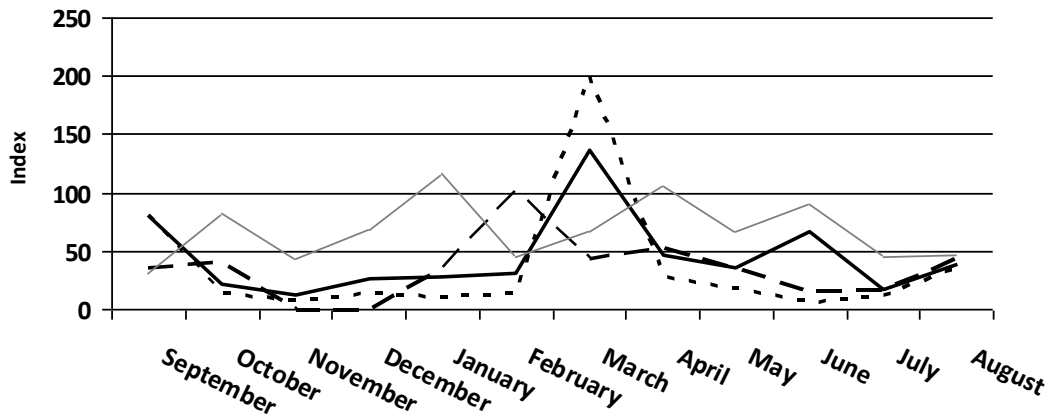
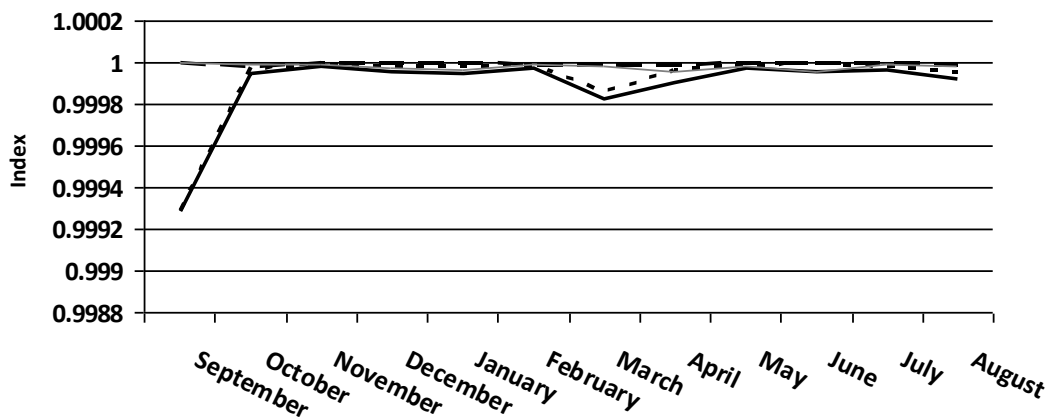
(Item 1.1,1.2,1.5) August 2017 SAIFI = 13.33 ↑ (12.74)



(Item 1.9) 12-Month Cause Contributions to Reliability



GENERATION EQUIP FAILURE  
 F:64.9% D:72.4%  
 TRANSMISSION EQUIP FAILURE  
 F:4.4% D:1.9%  
 ANIMALS  
 F:4.4% D:2.3%  
 DISTRIBUTION EQUIP FAILURE  
 F:6.9% D:4.5%  
 VEGETATION  
 F:2.8% D:2.3%  
 SCHEDULED OUTAGES  
 F:5.7% D:8.1%  
 EXT INTERFER. / OPER. ERROR  
 F:2.8% D:3.5%  
 ADVERSE WEATHER & ENVIR.  
 F:3.2% D:2.8%  
 UNKNOWN  
 F:4.8% D:2.2%

**(Item 1.1,1.2,1.5) August 2017 CAIDI = 53.40 ↓ (53.71)****(Item 1.1,1.2,1.5) August 2017 ASAI = 0.9986 ↓ (0.9987)****(Item 1.4) Top 5 Worst Feeders Distribution Causes**

#	Feeder	Outage Count
1	P340	14
2	P261	9
3	P403	7
4	P332	6
5	P089	5

**(Item 1.3) Outage Count**

TOTAL	UFLS	Non-UFLS
743	311	432

**(Item 1.4) Top 5 Distribution Outage Causes**

#	Outage Cause	Count
1	Overhead Equipment	38
2	Vegetation	14
3	Underground Equipment	13
4	Snakes	9
5	Vehicles	7

**(Item 1.3) UFLS Contribution to Reliability**

SAIDI	SAIFI	CAIDI
193.86	6.47	29.95

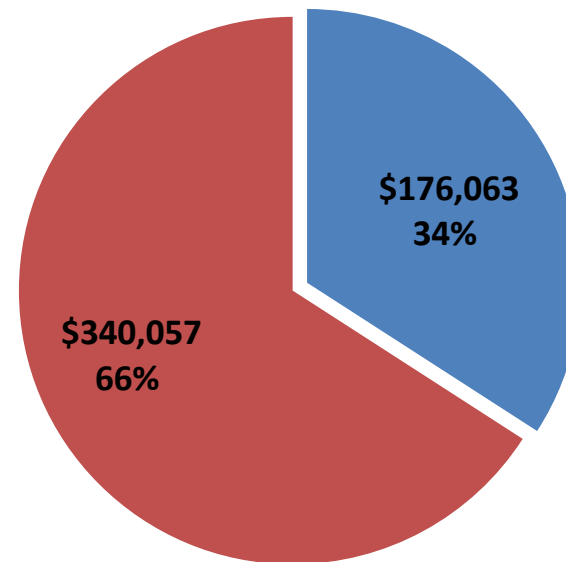
# ENG Budget Execution Performance

August 31, 2017

# ENG Revenue CIP Budget

- Revenue Funded
- Target
  - 50% CIP Obligation by June 1, 2017
  - 100% CIP Spend by September 30, 2017

**ENG Revenue CIP Budget**



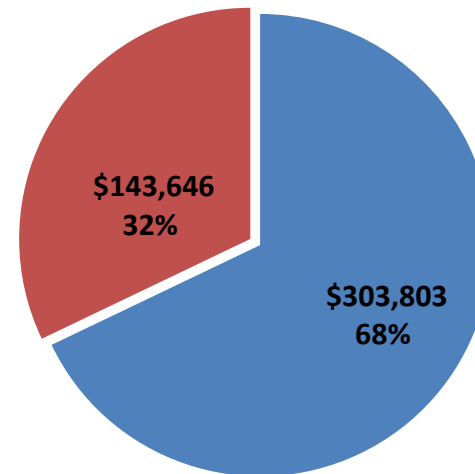
■ Obligated/Spent ■ Remaining Balance



# ENG O&M Contract Budget

- Revenue Funded
- Target
  - 25% CIP Obligated by April 30, 2017
  - 75% CIP Obligation by August 30, 2017
  - 100% CIP Spend by September 30, 2017

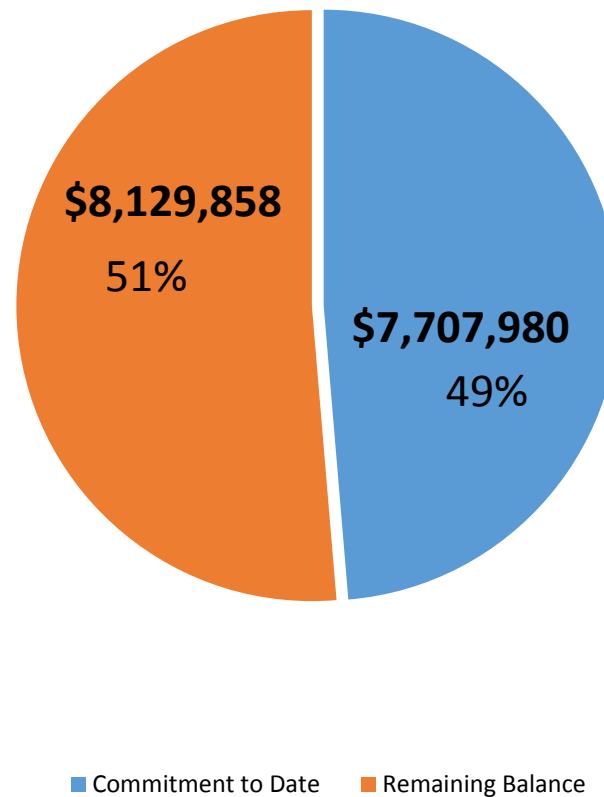
**ENG Revenue CIP Burn Rate**



# ENG 2010 Bond Series CIP Budget

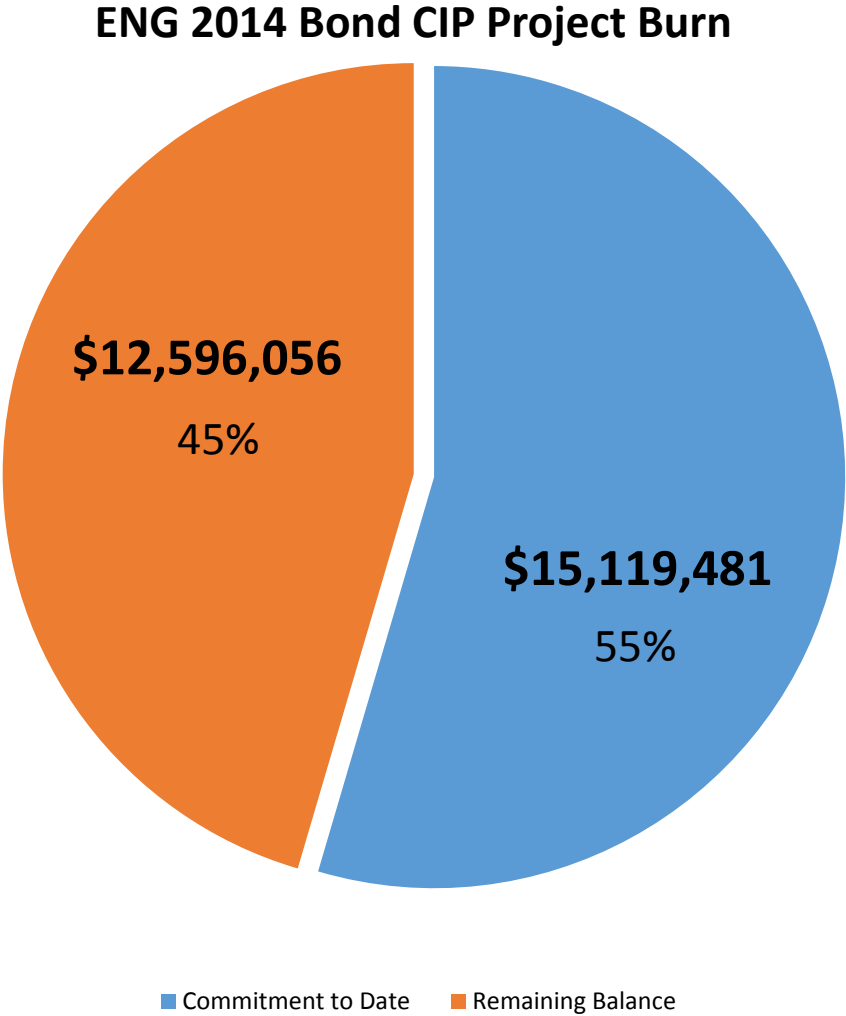
- Bond Funded
- Target
  - Pending

## ENG 2010 Bond CIP Project Burn



# ENG 2014 Bond Series CIP Budget

- Bond Funded
- Target
  - Pending



GPA Work Session - September 19, 2017 - DIVISION REPORTS

Engineering Work Orders

Engineering Work Order Summary -August 2017	
Work Orders Received from Customer Services	95
Work Orders Processed & Released to T&D	155
Work Orders Processed & Released to CSR	15
Work Orders Canceled	30
Work Orders Pending Survey	32
Pending Work Orders at Engineering	507

Engineering Large Customer and Net Metering Tracking						
Date Received	Customer Name	Work Order Number(s)	Location	KVA	Meter Qty	Status
05/07/14	Port Authority of Guam	412337	Piti			Upgrades of existing facilities, includes line relocations and service conversions from overhead to underground 75% completed. Currently on hold pending Port Authority direction for final removal.
12/20/13	CoreTech International	Multiple	Dededo	250	50	Lada Estates, 450 kVA, Phase I 100% Completed 242 units energized, Phase II 300 kVA, applications received for 93 units, Phase II 100% Completed. Phase III on hold due to Labor and Permit issues.
01/27/15	TG Engineers PC	422182-85, 90-93, 96-98	Agana Heights	100	11	11 Unit Apartment, 100 kVA, 85% Completed
06/02/15	Docomo Pacific Inc.	Multiple	Various Locations Islandwide	50		New Comm Towers and Power Supplies, 10 sites, 9 completed
10/20/16	Guam Waterworks	442465	Upper Tumon	300	1	GWA Compliance Laboratory, 300 kVA, 75% completed.
05/13/15	CoreTech International Towers	426021	Tamuning	3300	104	New condominiums, 2-1500kVA and 1 300 kVA, Tower 101 100% Completed, Tower 102, 103, and 104 are 42% completed. Temporary power pending for Community Center, 100% Completed. First 52 Service Orders for Tower 101 is 100% completed.
05/11/16	Korando Corp (DPW Bile Pigua Bridge)	437716	Merizo			Bile and Pigua Bridge Reconstruction - 65 % Completed, Route 25/26 Road Widening, currently on hold.
12/09/16	Maeda Pacific	443952	Harmon			Route 1 and Route 3 road improvements - 50% completed, involves new underground 34.5kV and 13.8kV lines and the removal of overhead ples and lines.
Pending	New Nikko Expansion	Pending	Tumon	1500	1	New Nikko Expansion, pending submittal of work order application. Redesign of primary feed ongoing.
02/01/17	Plumeria GPI	GPI	Maite			GPI to remove private property encroachments, 100% Completed. Pending relocation of Plumeria service.
03/10/17	Best Housing Corp Ltd	446924-30	Mangilao	60	6	New 6-Unit Townhomew, 30% completed
03/20/17	Pangilinan, Marclano V (Docomo)	447355	Tamuning	1000	1	Old Ben Franklin Renovation, 70% completed
06/01/17	GWA Pump Stations 2 and 3	450278-9	Santa Rita	150	2	New GWA Pump Stations. 10% Completed. Transfrormer size pending review of load calcs.
06/01/17	WM Eng Office Building	450280	Tamuning	150	1	New office building. 10% Completed. Transfrormer size pending review of load calcs.
07/17/17	Keystone Pacific Realty Corp	451488	Hagatna	100	10	New apartment. 92% Completed. Pending additional applications.
07/17/17	Grand Rock Corp.	451490, 1	Santa Rita	50	4	New Subdivision. 55% Completed.
08/07/17	Matsumoto, Akiyoshi	452146-49, 51, 4, 6	Tumon	60	7	New 6 Unit Apartment with Common Meter. 5% Completed. Transfrormer size pending review of load calcs.
08/17/17	Micronesian Community Corp.	Pending	Mangilao	130	13	New 13 unit subdivison, 5% completed, pending additional applications.
08/07/17	Matsumoto, Akiyoshi	452146-49, 51, 4, 6	Tumon	100	7	New 6 Unit Condominium, 5 % Completed.
09/11/17	Grand Harvest Inc.	453016,19,22,24-30,32,34,35,38,40	Dededo	225	17	New 17 Unit Apartment, 5 % Completed.
Varies	Pending Net Metering Customers	Varies	Various Locations Islandwide		17	Pending Net Metering Customers
Total				7525	252	

## GPA INFORMATION TECHNOLOGY

### AUGUST 2017

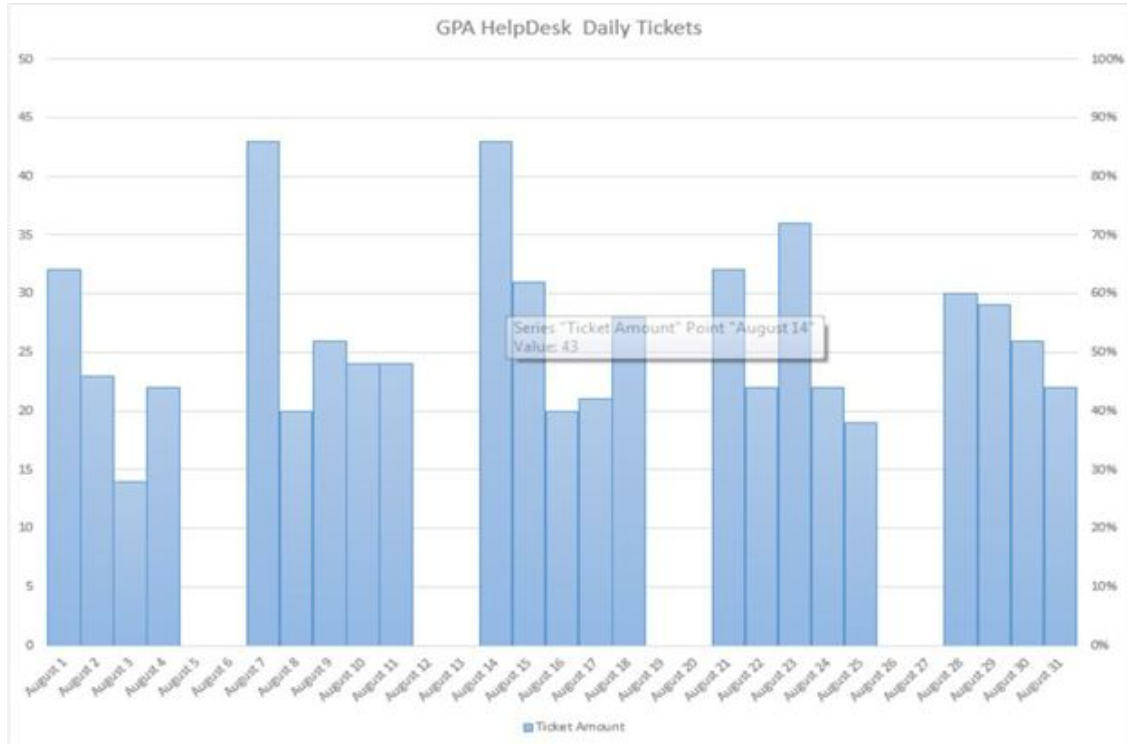
#### **SUMMARY:**

The Information Technology Department continues to improve services, monitoring processes and system infrastructure utilization as guided by Cyber-Security initiatives and regulatory compliance. We strive and continue to improve all areas. Computer Services continues to seek new technology with networking, system access and utilization. We also strive to meet target levels of uptime, to include the IBM i-Series AS400, Virtual Machine environment, (VMware V-Sphere), (Blade Servers and Disk Array Storage), and Physical Servers, (non-Virtual Machines).

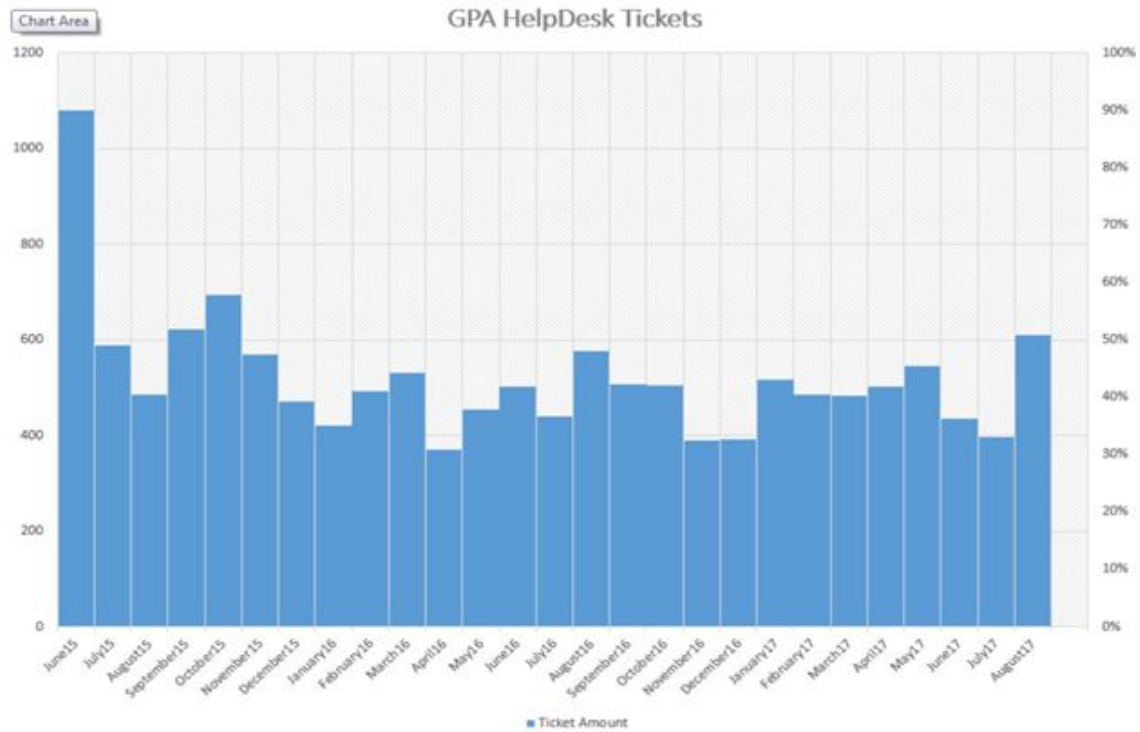
#### **INCIDENT CALL SUMMARY:**

The significance to record and utilize the Helpdesk Incident Handling Tool (ChangeGear) is to manage, track and measure workloads and assignments of customer reported IT incidents. The tracking of incidents is paramount. Measurements will be used for IT Customer Feedback survey in the future.

#### AUGUST 2017 TICKETS



## 22 MONTH COMPARATIVE



For August 2017, Computer Services responded to 609 help desk calls from GPA internal Customers. Breakdown as follows:

**CLOSED TICKETS**

Low	Medium	High	Critical
275	139	179	6

**TICKET TYPES**

End User	Hardware	Software	Network
446	31	54	68

**OPEN TICKETS**

Low	Medium	High	Critical
9	21	24	2

**TICKET TYPES**

End User	Hardware	Software	Network
33	7	14	2

TICKETS REPORTED BY			
Phone	Email	Internal	Walk-In
410	88	98	13

**MAJOR APPLICATION ISSUES FOR AUGUST 2017**

1. ORACLE CUSTOMER CARE & BILLING  
No system issue reported.
2. LANDIS & GYR AMI METERS (SMART METERS)  
Reported issue with Demand Reset for commercial customers. A workaround is being used to ensure that the indicator for the Demand Reset is done on a monthly basis.  
Working with the vendor on issue resolution. (ISSUE STILL PENDING)
3. ORACLE JDE  
No system issue reported.
4. METER DATA MANAGEMENT SYSTEM (MDMS)  
No system issue reported.
5. SHORETEL VOIP PHONE SYSTEM  
Issues with call routing for Pay by Phone and Customer Service Representatives.  
Working with PDS to address this issues and daily monitoring of phone system routing and queuing for Customer Service and Pay by Phone.
6. EMAIL EXCHANGE SERVER  
No system issue reported.
7. ONLINE PAYMENT SYSTEM (PAYGPA.COM)  
No system issue reported.

ONGOING PROJECT UPDATES:

**Network Penetration Testing and Vulnerability Assessment:** Project to provide network testing and vulnerability assessment to benchmark GPA and GWA's network and host systems. This will

also include IT Controls Systems testing and Business Impact Analysis for GPA and GWA critical IT systems. Expected completion by November 2017.

**SMS Emergency Outage Notification:** Project to provide SMS text alerts for Emergency Outages notification for customers and emergency response agencies. Awaiting next steps from operations. Expected completion by Sept. 2017.

**Paperless Receipts:** Project to allow customer the option to receive electronic statements instead of a mailed statement. This will also include electronic receipts whenever a customer makes a payment. To be completed by Sept. 2017.

**Pay by Phone Project:** Working with vendor for Pay by Phone system to allow customers to call after hours and make automated payments to their GPA account. Expected completion by October 2017.

**Mobile APP Project:** Project to create a mobile payment APP for ANDROID and APPLE IOS smartphones. This will allow customers to review their accounts and make payments from their Smartphones. Expected completion by October 2017.

**Oracle Business Intelligence (BI) Project:** Project to install Oracle's BI tool to allow for reporting from CC&B and JDE. Expected completion by December 2017.

**Customer Care & Billing (CC&B) Upgrade:** Upgrade of the current Oracle CC&B program from version 2.4 to version 2.5. The current version of CC&B 2.4 will be end of life by Sept. 30, 2017 and support thereafter will be limited. Expected completion by June 2018.

**SERVER UPTIME:**

	Change From	SERVER AVAILABILITY	
SERVER TYPE – (COUNT)	Last Month	YTD %	MTD %
VIRTUAL SERVERS - 129	3	99.998%	99%
PHYSICAL SERVERS - 20	1	99.998%	100%

Submitted by:

Melvyn Kwek  
Chief Information Technology Officer



**NET METERING  
AUGUST 2017**

	<u>Quantity</u>	<u>Connected kVA</u>
Completed	1,480	15,226
Pending	17	129
Grand Total	1,497	15,356

<b>Rate Class</b>		
Schedule	Count	Total kW
R - Residential	1,403	12,574.02
J - General Service Demand	29	1,503.95
K - Small Government Demand	7	157.80
L - Large Government	1	22.80
P - Large Power	4	340.70
G - General Service Non-Demand	29	548.12
S - Small Government Non-Demand	7	78.80
<b>Grand Total</b>	<b>1,480</b>	<b>15,226.19</b>

<b>Rate Class and Technology</b>			
Technology	Schedule	Count	Total kW
<b>Solar Energy</b>	R - Residential	1,401	12,570.42
	J - Gen Service Dmd	29	1,503.95
	K - Small Gov Dmd	7	157.80
	L - Large Governmer	1	22.80
	P - Large Power	4	340.70
	G - Gen Serv Non-Di	29	548.12
	S - Sm Gov Non-Dm	7	78.80
<b>Wind Turbine</b>	R - Residential	2	3.60
<b>Grand Total</b>		<b>1,480</b>	<b>15,226.19</b>

<b>Projected FY 2017 Non-Fuel Revenue Loss</b>				
Customer Rate Class	Renewable Energy Capacity (kW)	Annual kWh Generated (@5.092 hours/day)*	Average Non-Fuel Yield \$/kWh	Estimated Annual Revenue Loss
R	12,574.02	23,313,969.5	0.09293	\$ 2,166,590.50
J	1,503.95	2,795,028.4	0.13112	\$ 366,486.92
K	157.80	293,264.7	0.13932	\$ 40,858.23
L	22.80	42,372.9	0.13525	\$ 5,730.84
P	340.70	633,176.8	0.11539	\$ 73,061.63
G	548.12	1,018,658.2	0.15084	\$ 153,650.33
S	78.80	146,446.5	0.15334	\$ 22,456.26
<b>Grand Total</b>	<b>15,226.19</b>	<b>28,242,917.0</b>		<b>\$ 2,828,834.71</b>

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

\*\*Source: FY 2014 Annual Non Fuel Revenues, The Self Insurance surcharge was deactivated effective 8/1/2015  
The Working Capital Fund Surcharge was deactivated effective 10/1/2015.

<b>Estimated Annual Revenue Loss</b>								
Description	FY16	FY15	FY14	FY13	FY12	FY11	FY10	FY09
Estimated kWh	21,867,383	7,383,621	3,137,212	1,556,949	494,672	170,070	98,830	23,912
Total Estimated Cost	\$ 2,200,794.56	\$ 856,921.27	\$ 410,558.94	\$ 178,996.00	\$ 58,545.89	\$ 18,177.13	\$ 8,483.27	\$ 1,656.87

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

## NET METERING

August 2017

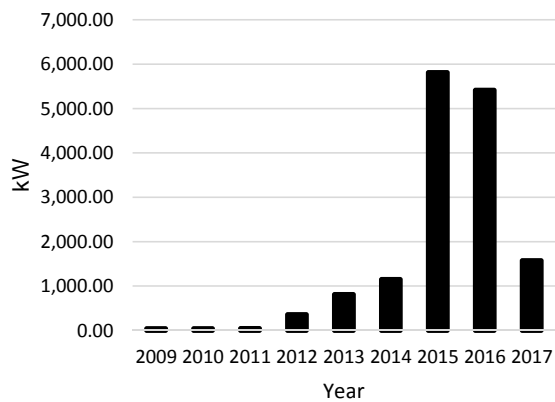
Customer Count and Connected kW by Feeder					
Status	Feeder	Net Metering Connected kW	Customer Count	% of Feeder Maximum kW	% of Feeder Minimum Daytime kW
Completed	P-005	297.57	22	17.3%	34.6%
	P-046	178.31	22	4.2%	6.4%
	P-088	580.78	65	9.6%	15.3%
	P-089	400.36	50	8.9%	21.5%
	P-111	60.00	1	1.1%	2.0%
	P-203	401.36	31	5.4%	15.2%
	P-204	109.48	14	2.4%	4.8%
	P-205	36.40	4	0.8%	1.3%
	P-210	409.31	42	8.0%	10.9%
	P-212	762.19	71	18.4%	47.7%
	P-213	158.85	7	6.1%	8.2%
	P-220	125.39	13	20.6%	64.6%
	P-221	426.78	43	9.7%	19.3%
	P-223	484.95	52	20.4%	29.1%
	P-240	58.55	2	0.9%	7.9%
	P-245	25.00	1	0.5%	1.1%
	P-250	837.74	86	12.7%	22.2%
	P-251	145.50	7	5.9%	9.0%
	P-253	447.48	48	10.0%	15.7%
	P-262	849.80	87	22.3%	53.5%
	P-270	284.97	23	5.6%	11.3%
	P-271	80.28	11	1.4%	2.9%
	P-272	221.03	16	8.6%	19.6%
	P-280	305.59	24	17.0%	31.6%
	P-281	129.70	3	4.6%	12.9%
	P-282	21.00	2	0.6%	1.7%
	P-283	472.55	45	13.1%	22.4%
	P-294	885.79	86	20.5%	40.5%
	P-301	173.14	20	12.2%	21.8%
	P-311	494.14	44	12.4%	21.2%
	P-322	725.17	78	9.6%	19.0%
	P-323	274.41	17	5.8%	18.0%
	P-330	502.07	63	9.2%	18.5%
	P-331	690.54	80	10.7%	17.3%
	P-332	339.62	41	6.0%	8.8%
	P-340	497.37	43	27.4%	60.4%
	P-087	906.98	101	23.1%	36.2%
	P-252	399.41	22	9.5%	19.3%
	P-321	246.63	24	4.4%	4.9%
	P-260	45.99	5	6.7%	23.0%
	P-067	68.25	10	0.8%	1.0%
	P-312	68.90	4	4.1%	4.8%
	P-206	6.72	1	0.7%	1.2%
	P-242	23.75	2	0.4%	1.1%
	P-310	181.57	8	6.6%	12.1%
	P-261	262.52	28	9.5%	16.3%
	P-201	40.00	5	1.1%	2.0%
	P-007	42.33	4	5.8%	12.5%
	P-244	18.00	1	1.0%	1.0%
	P-202	22.00	1	0.7%	1.6%
Completed Total		15,226.19	1,480		
Pending	Pending	129.41	17	0.0%	0.0%
Pending Total		129.41	17	0.0%	0.0%
Grand Total		15,355.60	1,497		
Feeder highlighted in yellow indicates renewable energy capacity has reached 15% to 24% of minimum daytime load.					
Feeder highlighted in red indicates renewable energy capacity has exceeded 25% of minimum daytime load.					

## NET METERING AUGUST 2017

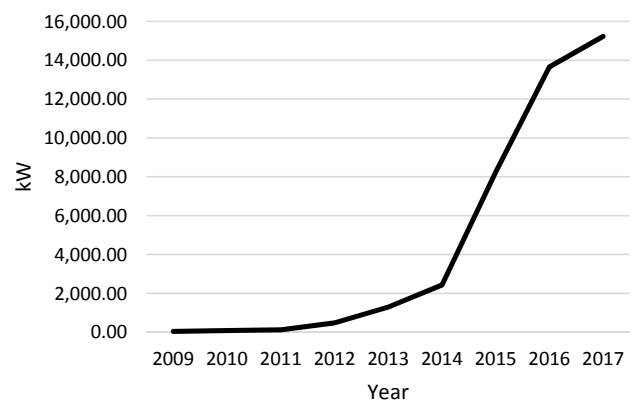
Installed kW by Year		
Year	Total	Cumulative
2009	39.46	39.46
2010	39.20	78.66
2011	43.61	122.27
2012	354.61	476.88
2013	808.45	1,285.33
2014	1,146.54	2,431.87
2015	5,810.65	8,242.52
2016	5,412.79	13,655.30
2017	1,570.89	15,226.19
<b>Grand Total</b>	<b>15,226.19</b>	

Customer Count by Year		
Year	Total	Cumulative
2009	7	7
2010	2	9
2011	7	16
2012	27	43
2013	67	110
2014	95	205
2015	561	766
2016	528	1,294
2017	186	1,480
<b>Grand Total</b>	<b>1,480</b>	

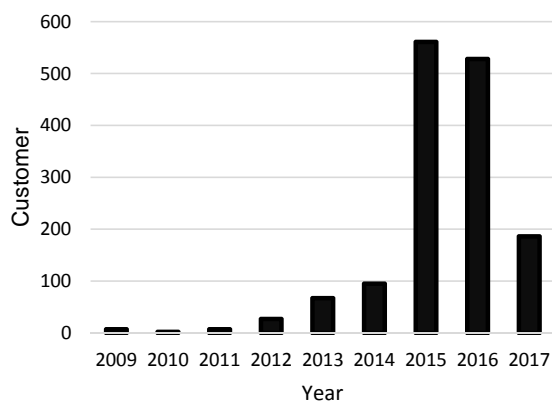
### Yearly Installed kW



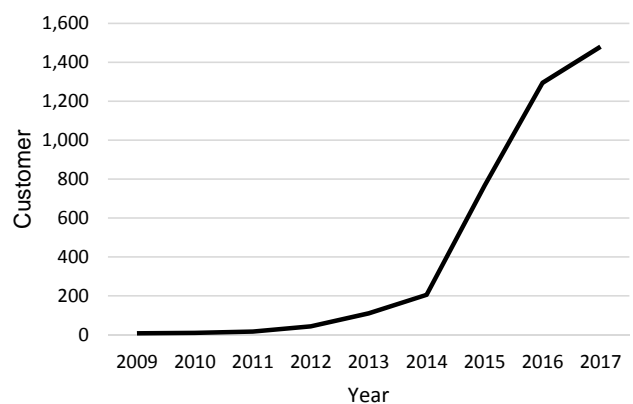
### Cumulative Installed kW



### Yearly Connected Customer Count



### Cumulative Connected Customer Count





**Production Data**  
**31-Aug-17**

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)						
2015	Jan	31	141,553,758	8,847,422	210,653	16.00	\$ 0.1358	9,533.40	10,535.69	190	235
	Feb	28	120,318,496	7,610,140	181,194	15.81	\$ 0.1372	9,339.89	11,130.15	179	223
	Mar	31	137,374,775	8,441,883	200,997	16.27	\$ 0.1379	9,444.06	11,834.05	185	229
	Apr	30	142,062,378	8,683,447	206,749	16.36	\$ 0.0922	9,074.45	10,350.00	197	242
	May	31	143,814,887	9,116,664	217,063	15.77	\$ 0.0979	9,414.17	10,977.90	193	246
	June	30	147,228,006	9,458,543	225,203	15.57	\$ 0.0867	9,695.23	10,765.94	204	249
	July	31	147,698,153	9,438,672	224,730	15.65	\$ 0.0894	9,457.56	10,975.12	199	243
	Aug	31	148,196,718	9,596,243	228,482	15.44	\$ 0.0918	9,478.12	11,371.02	199	255
	Sept	30	139,526,649	9,989,092	237,836	13.97	\$ 0.1102	9,718.51	12,298.26	194	254
	Oct	31	142,387,859	10,285,716	244,898	13.84	\$ 0.1076	9,797.11	12,360.42	191	258
	Nov	30	140,522,664	9,871,651	235,039	14.23	\$ 0.1185	9,731.04	12,945.82	195	248
	Dec	31	142,668,711	9,711,263	231,221	14.69	\$ 0.0951	9,538.53	12,579.77	192	239
2016	Jan	31	138,191,484	9,446,289	224,912	14.63	\$ 0.0676	9,662.86	13,413.90	186	233
	Feb	29	128,816,826	8,860,399	210,962	14.54	\$ 0.0706	9,692.42	12,038.19	185	232
	Mar	31	139,991,832	9,522,573	226,728	14.70	\$ 0.0732	9,172.99	11,597.00	188	239
	Apr	30	140,706,546	9,301,856	221,473	15.13	\$ 0.0734	9,368.24	11,041.70	195	245
	May	31	152,815,417	9,751,521	232,179	15.67	\$ 0.0681	9,459.10	11,388.57	205	254
	June	30	149,191,844	9,851,575	234,561	15.14	\$ 0.0805	9,666.70	11,074.48	207	253
	July	31	151,248,202	10,443,028	248,644	14.48	\$ 0.0920	9,477.71	12,208.87	203	258
	Aug	31	149,051,031	10,210,429	243,105	14.60	\$ 0.0935	9,431.70	11,155.10	200	252
	Sept	30	142,069,206	9,829,773	234,042	14.45	\$ 0.0956	9,509.75	11,393.73	197	256
	Oct	31	148,824,965	9,660,319	230,008	15.41	\$ 0.0729	9,749.38	10,738.69	200	252
	Nov	30	145,293,562	9,427,636	224,468	15.41	\$ 0.0901	9,714.47	10,786.30	202	252
	Dec	31	147,753,552	9,725,521	231,560	15.19	\$ 0.0934	9,661.13	10,645.44	199	248
2017	Jan	31	142,960,618	9,226,278	219,673	15.49	\$ 0.0913	9,620.29	10,965.71	192	234
	Feb	28	113,499,400	7,270,830	173,115	15.61	\$ 0.0900	9,609.08	11,503.12	195	246
	Mar	31	149,402,182	9,664,440	230,106	15.46	\$ 0.1014	9,719.35	11,440.45	201	246
	Apr	30	145,351,026	9,913,757	236,042	14.66	\$ 0.1101	9,750.73	11,392.12	202	250
	May	31	157,573,506	11,065,930	263,475	14.24	\$ 0.1170	10,067.14	11,323.20	212	256
	June	30	150,240,751	10,654,196	253,671	14.10	\$ 0.1101	10,209.74	11,248.62	209	257
	July	31	150,580,050	10,622,458	252,916	14.18	\$ 0.1169	9,544.54	11,837.62	202	252
	Aug	31	150,084,827	10,642,044	253,382	14.10	\$ 0.1177	9,206.15	11,917.58	202	261

**GPA Work Session - September 19, 2017 - DIVISION REPORTS**

**GUAM POWER AUTHORITY**

**GOVERNMENT ACCOUNTS RECEIVABLE**

**BILLING UP TO 08/31/2017 and Payment Applied as of 09/07/2017**



Current (08/17 Billing due 09/30/17)

30 days Arrears (07/17 due 08/15/17)

60 days and over Arrears (06/17 billing due 07/15/17)

NEW ACCT NUMBER		DEPARTMENT	ARREARS BALANCE 31-Jul-17	CURRENT BILL FOR 08/31/2017 BILL DATE 09/07/2017	BILLING ADJUSTMENT 9/7/2017	PAYMENTS AS OF 9/7/2017	BILLING BALANCE 9/7/2017	
		<b>Line Agencies</b>						
124378	0237100000	Dept. of Corrections	71,003.49	-	75,062.05	(71,003.49)	75,062.05	
124401	0437100000	Dept. of Parks & Rec.	44,338.81	382.60	21,250.40	(44,338.81)	21,633.00	
124415	0537100000	Guam Fire Department	18,328.91	-	18,761.30	(18,328.91)	18,761.30	
108818	6995000000	DOA-Supply Management	1,270.95	-	1,464.52	(1,270.95)	1,464.52	
108799	7895000000	Dept. of Administration	3,687.33	-	3,952.53	(3,687.33)	3,952.53	
124392	1337100000	Nieves Flores Library	9,748.79	-	9,987.41	(9,748.79)	9,987.41	
140297	2206200000	General Services Agency	234.50	-	298.67	(234.50)	298.67	
124380	2237100000	DOA-Data Processing	6,941.61	-	7,610.42	(6,941.61)	7,610.42	
124393	2337100000	Dept. of PH&SS	58,295.74	-	73,937.35	(58,295.74)	73,937.35	
124381	3237100000	Dept. of Education	873,135.89	-	1,026,046.52	(873,135.89)	1,026,046.52	
124394	3337100000	Guam Police Department	34,512.14	-	35,411.69	(34,512.14)	35,411.69	
128478	3569100000	Dept. of Youth Affairs (Federal)	1,457.85	-	1,044.81	(1,457.85)	1,044.81	
124407	4437100000	Dept. of Youth Affairs* (Local)	13,448.92	-	14,457.80	(13,448.92)	14,457.80	
124445	4737100000	Guam Environmental Protect	5,790.74	-	6,374.42	(5,790.74)	6,374.42	
124408	5437100000	Mental Health/Subst.	40,136.04	-	42,347.47	(40,136.04)	42,347.47	
148823	7200300000	Veteran Affairs	998.81	-	1,098.93	(998.81)	1,098.93	
124412	7437100000	Civil Defense (Military Affairs)	10,669.44	15.45	11,379.70	(8,609.78)	13,454.81	
158935	7463300000	Pacific Energy Resource Center	519.76	-	602.60	(519.76)	602.60	
124374	8137100000	Dept. of Agriculture	8,951.49	-	9,416.67	(8,951.49)	9,416.67	
124399	8337100000	DPW-FAC Adm Account	25,567.72	-	27,361.57	(25,567.72)	27,361.57	
	8437100000	Guam Visitors Bureau	4,073.86	-	4,480.52	(4,073.86)	4,480.52	
166560	8446300000	Yona Senior Citizen Center	669.05	-	817.97	(669.05)	817.97	
124414	9437100000	Chamorro Village	4,691.70	35.18	4,645.98	(4,691.70)	4,681.16	
292266	5247210000	Mayors Council	3,721.23	-	4,390.62	(3,721.23)	4,390.62	
309494	6293410000	Office of the Governor	21,889.21	-	24,140.87	(21,889.21)	24,140.87	
	85558369	Dept of Chamorro Affairs (Guam Museum)	17,395.50	-	18,404.31	(17,395.50)	18,404.31	
		<b>Sub Total</b>	<b>1,281,479.48</b>	<b>433.23</b>	<b>1,444,747.10</b>	<b>(1,279,419.82)</b>	<b>1,447,239.99</b>	
		<b>MAYORS</b>						
124427	0637100000	Santa Rita Mayor	3,494.62	-	3,547.63	(3,494.62)	3,547.63	
124437	0737100000	Ordof/Chalan Pago Mayor	838.57	-	911.15	(838.57)	911.15	
124417	1537100000	Agana Mun Planning Council	1,229.26	-	1,307.99	(1,229.26)	1,307.99	
124428	1637100000	Piti Mayor	1,398.61	-	1,333.66	(1,398.61)	1,333.66	
124438	1737100000	Mongmong/Toto/Maite Mayor	879.66	(357.99)	907.62	(879.66)	549.63	
124429	2637100000	Asan/Maina/Adelup Mayor	968.07	-	1,034.57	(968.07)	1,034.57	
124439	2737100000	Simajana Mayor	4,810.84	-	4,966.88	(4,810.84)	4,966.88	
124430	3637100000	Dededo Mayor	5,477.73	-	5,606.24	(5,477.73)	5,606.24	
124431	4637100000	Yigo Mayor	3,127.16	-	3,616.03	(3,127.16)	3,616.03	
124432	5637100000	Umatac Mayor	1,315.54	-	1,275.34	(1,315.54)	1,275.34	
124423	6537100000	Agana Hts. Mayor	4,817.47	-	5,116.05	(4,817.47)	5,116.05	
124433	6637100000	Merizo Mayor	1,487.74	-	1,787.96	(1,487.74)	1,787.96	
124453	6737100000	Barrigada Mayors Office	1,855.26	-	2,108.14	(1,855.26)	2,108.14	
124424	7537100000	Agat Mayor	3,132.29	50.00	3,104.99	(3,580.64)	2,706.64	
124434	7637100000	Inarajan Mayor	1,483.94	-	1,430.25	(1,483.94)	1,430.25	
124425	8537100000	Tamuning Mayor	5,950.49	-	5,966.25	(5,950.49)	5,966.25	
124435	8637100000	Talofoto Mayor	2,253.63	-	2,221.03	(2,253.63)	2,221.03	
124426	9537100000	Mangilao Mayor	4,520.57	-	4,655.52	(4,520.57)	4,655.52	
124436	9637100000	Yona Mayor	1,027.62	-	1,006.26	(1,027.62)	1,006.26	
		<b>Sub Total</b>	<b>50,069.07</b>	<b>(307.99)</b>	<b>51,903.56</b>	<b>(50,517.42)</b>	<b>51,147.22</b>	
		<b>DPW ACCOUNTS</b>						
124395	4337100000	DPW-Village St. Lights	313,945.93	1,400.00	402,422.31	(313,945.93)	403,822.31	
124396	5337100000	DPW- Primary St. Lights	76,053.33	-	81,451.29	(76,053.33)	81,451.29	
124397	6337100000	DPW-Sec/Coll St. Lights	23,486.61	-	25,118.74	(23,486.61)	25,118.74	
124398	7337100000	DPW-Signal Lights	9,782.71	-	10,384.13	(9,782.71)	10,384.13	
		<b>Sub Total</b>	<b>423,268.58</b>	<b>1,400.00</b>	<b>519,376.47</b>	<b>(423,268.58)</b>	<b>520,776.47</b>	
		<b>(B) AUTONOMOUS/PUBLIC CORP</b>						
124402	1437100000	Retirement Fund	5,282.80	-	6,022.86	(5,282.80)	6,022.86	
208988	1915500000	Guam Housing Corp Rental Division	1,824.43	(96.62)	1,343.15	-	3,070.96	1
124403	2437100000	University of Guam	155,545.30	29.22	171,568.32	(155,799.20)	171,343.64	
124383	4237100000	Guam Airport Authority	467,145.20	-	489,547.28	(467,145.20)	489,547.28	
	5357510000	University of Guam (NET METERED)	71,420.96	-	77,885.70	(71,420.96)	77,885.70	
124387	6237100000	G H U R A	10,583.44	(85.64)	22,999.40	(22,638.19)	10,859.01	
124409	6437100000	Guam Community College	44,282.43	-	46,783.72	(44,282.43)	46,783.72	
124388	7237100000	Guam Memorial Hospital	158,338.19	-	168,534.42	(158,338.19)	168,534.42	
124377	9137100000	Port Authority of Guam	89,239.99	-	90,858.17	(89,239.99)	90,858.17	
	9157510000	Guam Community College (NET METERED)	32,074.53	-	36,349.38	(32,074.53)	36,349.38	
288441	9173210000	Guam Solid Waste Authority	5,325.52	-	5,354.04	(5,325.52)	5,354.04	
124400	9337100000	Guam Waterworks Authority	1,085,019.49	(1,197.21)	1,118,703.47	(1,085,078.51)	1,117,447.24	
		<b>Sub Total</b>	<b>2,126,082.28</b>	<b>(1,350.25)</b>	<b>2,235,949.91</b>	<b>(2,136,625.52)</b>	<b>2,224,056.42</b>	
		<b>(C) OTHERS</b>						
124391	0337100000	Guam Legislature	256.49	-	230.88	(256.49)	230.88	
	9503154359	Guam Legislature (NET METER)	5,606.19	-	6,437.66	(5,606.19)	6,437.66	
124379	1237100000	Superior Court of Guam	64,813.90	-	71,834.51	(64,813.90)	71,834.51	
124418	2537100000	Agana Post Office	4,747.61	-	5,129.70	(4,747.61)	5,129.70	
130431	2570200000	Customs & Quarantine Agency	861.92	-	946.30	(861.92)	946.30	
124419	3537100000	U.S. Post Office	37,023.73	-	37,355.43	(37,023.73)	37,355.43	
124422	5537100000	Dept. of Military Affairs	76,354.48	-	86,004.48	(76,354.48)	86,004.48	
	3209463043	Dept. of Military Affairs (NET METERED)	2,566.62	-	2,926.27	(2,566.62)	2,926.27	
124446	5737100000	KGTF	16,037.37	73.17	5,921.99	(16,037.37)	5,995.16	
102783	7281000000	Tamuning Post Office	5,291.04	-	5,471.61	(5,291.04)	5,471.61	
		<b>Sub Total</b>	<b>213,559.35</b>	<b>73.17</b>	<b>222,258.83</b>	<b>(213,559.35)</b>	<b>222,332.00</b>	
		<b>Sub Total (w/out Promissory Note)</b>	<b>4,094,458.76</b>	<b>248.16</b>	<b>4,474,235.87</b>	<b>(4,103,390.69)</b>	<b>4,465,552.10</b>	

**FACILITIES - MONTHLY REPORT  
(SEPT. 2017)**

	PROJECT	%	REMARKS
1	Air Conditioner Maintenance - Island-wide	100	Perform monthly PM
2	Fadian Grounds Maintenance - Contractual	100	Completed
4	Grounds Maintenance - Substations/26	100	Monitor contractors
5	Fadian building repairs (Lighting, plumbing, door, trash)	100	Weekly inspection & repairs
6	Facility repairs (Warehouse, Substations, T&D, Generation)	100	Completed all discrepancies.
7	DANDAN (Grounds Maintenance)	100	Perform veg. mgmt. (not included in Grds. Maint. Contract)
8	Wind Turbine (Grounds Maintenance)	100	Perform veg. mgmt. (not included in Grds. Maint. Contract)
9	Fadian Fuel Line Repairs	100	Replace Fuel Tank Fuel lines (Corrosion)
10	Facilities Housekeeping	100	Shop Work
11	Repair Mezzanine Deck	100	Replace Deteriorated Planks and Boards (Transportation)

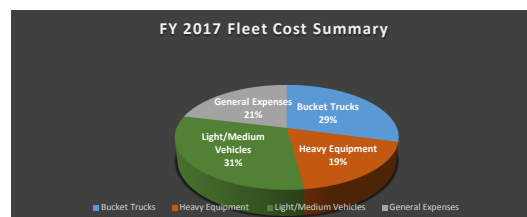
# GPA Work Session - September 19, 2017 - DIVISION REPORTS

Fleet Breakdown		Availability for August
Type	Number of Vehicles	
Bucket Trucks	23	75%
Heavy Equipment	74	97%
Light/Medium Vehicles	129	94%
Overall Fleet	226	89%

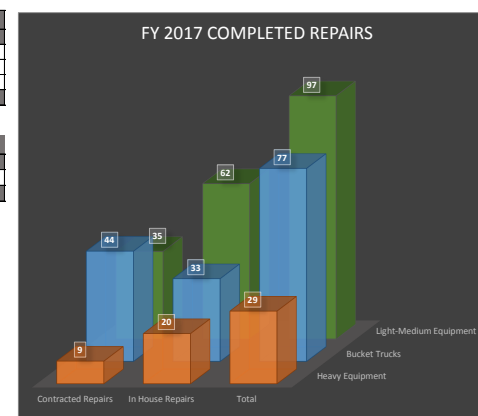
FY 2017 Completed Repairs			
Type	Contracted Repairs	In House Repairs	Total
Bucket Trucks	44	33	77
Heavy Equipment	9	20	29
Light-Medium Equipment	35	62	97
Total	88	115	203

FY 2017 Contractual Repairs & Services		
Object Code	Description	Total
30	Med-Heavy Engine Repair Service	\$ 7,650.43
	Load testing	\$ 3,600.00
	Body & Paint	\$ 13,548.46
	Fiberglass Repair Services	\$ 3,480.00
30 Total		\$ 28,278.89
31	Light-Med Repair Services	\$ 17,104.37
	AC Repairs	\$ 24,823.00
	Wheel Alignment	\$ 519.85
	Oil/Transmission Fluid Changes	\$ 5,179.25
31 Total		\$ 47,626.47
43	Safety Inspection	\$ 1,410.00
	Hose Repair Services	\$ 26,371.70
	Fleet Tracking	\$ 50,830.00
	Alternator/Starter Repairs	\$ 7,612.00
	Tire Repair Services	\$ 1,631.85
	Hydraulic Cylinder Repair Services	\$ 18,931.94
	Outrigger/Aerial Hardware Repair Services	\$ 2,815.18
	Glass Repair	\$ 1,333.00
	Towing	\$ 4,675.00
	Machining	\$ 26,233.99
43 Total		\$ 143,844.66
61	Tire replacement	\$ 29,961.41
	Tire replacement(Light/Med)	\$ 2,550.00
	Tire replacement(Heavy/Med)	\$ 6,036.00
61 Total		\$ 38,547.41
30(Specific)	3137 Knuckle boom repair	\$ 10,000.00
	4577 Aerial Repairs	
30(Specific) Total		\$ 10,000.00
31(Specific)	4300 Transmission Assembly	\$ 6,300.00
31(Specific) Total		\$ 6,300.00
Grand Total		\$ 272,597.43

FY 2017 Fleet Cost Summary			
Bucket Trucks	Heavy Equipment	Light/Medium Vehicles	General Expenses
\$126,079	\$80,521	\$133,257	\$91,577
Total Cost :		\$431,434	

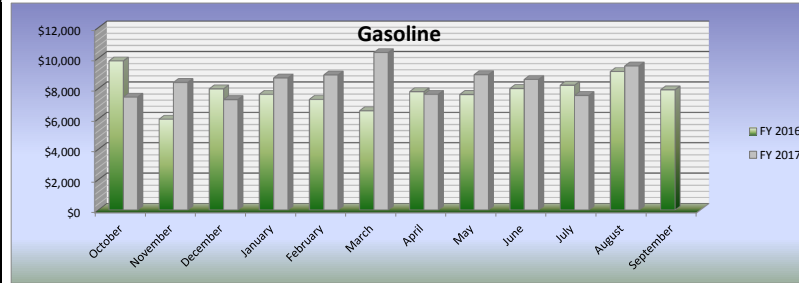


FY 2017 Repair Parts		
Object Code	Description	Total
54	Cooling System	\$ 10,013.19
	Batteries	\$ 14,969.82
	Electrical System Parts	\$ 5,341.43
	Drive Train System Parts	\$ 8,881.95
	Miscellaneous Hardware Parts	\$ 6,705.80
	Brake System Parts	\$ 11,251.65
	Suspension/Steering System Parts	\$ 4,603.32
	Hydraulic System/Hardware Parts	\$ 41,908.13
	Fuel/Emission System Parts	\$ 10,353.60
	Engine Parts	\$ 8,931.00
	Preventive Maintenance Parts	\$ 11,135.73
	Fleet Management Devices	\$ 3,850.00
54 Total		\$ 137,945.62
56	Chemicals	\$ 6,900.48
56 Total		\$ 6,900.48
58	Lubricants	\$ 13,990.94
58 Total		\$ 13,990.94
Grand Total		\$ 158,837.04

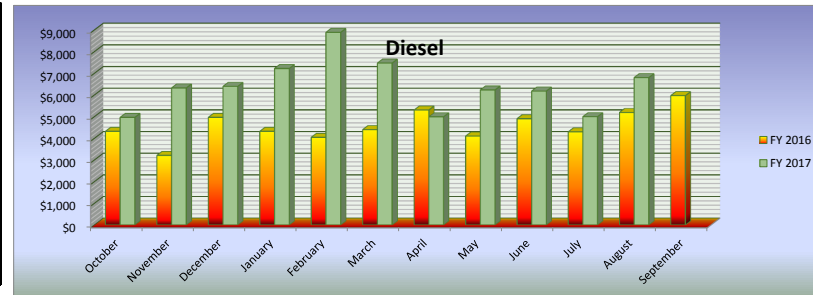


## FY 2016 - FY 2017 Fuel Cost

Gasoline				
Month	FY2016(Cost)	FY2016(Gallons)	FY2017(Cost)	FY2017(Gallons)
October	\$9,809	4653	\$7,432	3971
November	\$5,974	3000	\$8,395	4231
December	\$7,970	4229	\$7,267	3852
January	\$7,615	4165	\$8,690	4175
February	\$7,281	4330	\$8,887	4157
March	\$6,527	4,129	\$10,360	4801
April	\$7,789	4466	\$7,614	3773
May	\$7,602	4294	\$8,903	4245
June	\$7,992	4246	\$8,592	4287
July	\$8,210	4333	\$7,536	3943
August	\$9,111	4992	\$9,477	4797
September	\$7,909	4741		
Grand Total	\$93,788	51579	\$93,153	46233



Diesel				
Month	FY 2016(Cost)	FY 2016(Gallons)	FY 2017(Cost)	F 2017(Gallons)
October	\$4,317	2078	\$4,962	2650
November	\$3,207	1597	\$6,321	3120
December	\$4,963	2554	\$6,392	3356
January	\$4,318	2513	\$7,216	3482
February	\$4,041	2775	\$8,884	4192
March	\$4,395	2901	\$7,467	3465
April	\$5,302	3180	\$4,990	2439
May	\$4,097	2372	\$6,227	2969
June	\$4,902	2618	\$6,176	3070
July	\$4,294	2210	\$4,994	2578
August	\$5,189	2746	\$6,798	3367
September	\$5,965	3280		
Grand Total	\$54,989	30824	\$70,429	34688







# GPA Communications/PIO KPI Status

Week of 19 September 2017

# Ratepayer Newsletter



Overall Status	G	Risks & Issues	G	Schedule	G	Scope	G	Financial	G
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## Status

1. Compiling October newsletter;
2. Featuring employee recipe for September Ratepayer Newsletter;
3. In September edition, included village festivals for Mangilao (Donne) and Malesso (Fiestan Tasi).
4. Inclusion of Public Health Immunization Advisory
5. Continuing to promote CS services

## Accomplishments

1. Completed September Ratepayer Newsletter;

## Risks and Issues

1. None to report;

## Resolution

## Financial

Budgeted for FY17

9/18/2017



No corrective action required



Legend:  
Near-term corrective action required



Requires immediate attention

# 2016 Annual Report



Overall Status	G	Risks & Issues	G	Schedule	G	Scope	G	Financial	G
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## Status

1. Final review of narrative and financials ongoing with Finance & Accounting

## Accomplishments

1. "Changing Gears" is proposed theme to reflect adjustment for future of generations and distributive generation issue;

## Risks and Issues

1. None to Report

## Resolution

## Financial

None to report	Within Budget

9/18/2017



No corrective action required



Near-term corrective action required



Requires immediate attention

# Special Projects – Social Media



Overall Status	G	Risks & Issues	G	Schedule	G	Scope	G	Financial	G
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## Status

1. Coordinating with various departments for any updates to share on social media;
2. Reached "Likes" number @ 2143;
3. Continuing work with IT for development of Social Media Specs for monitoring and posting;
4. Successfully launch Twitter and Instagram postings in tandem with DSM "Guam Energy Sense" Marketing Program

## Accomplishments

1. Fiscal Year Goal of 2,500 "Likes" ongoing;

## Risks and Issues

1. Timely Updates on Forced Outages;
2. Timely responses to messages on outage or storm updates

## Resolution

1. Close monitoring of outages and trouble desk for updates;

## Financial

Within budget

9/18/2017



No corrective action required



Legend:  
Near-term corrective action required



Requires immediate attention

# Energy Sense Marketing



Overall Status	G	Risks & Issues	G	Schedule	G	Scope	G	Financial	G
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## Status

1. Adztech Advertising nearing completion of Phase I & II DSM Marketing Plan Goals & Objectives;
2. Reviewing online home energy audit for prospective inclusion into DSM program;
3. Continuing featuring trade allies within KUAM Think Green segment;

## Accomplishments

1. On track to meet DSM Phase I & II Marketing Goals & Objectives

## Risks and Issues

1. SPORD to continue funding source with PIO managing project

## Resolution

## Financial

Budget Support from SPORD for Phase II

9/18/2017



No corrective action required



Legend:  
Near-term corrective action required



Requires immediate attention

# Electric Vehicle (EV) Promotion



Overall Status	G	Risks & Issues	G	Schedule	G	Scope	G	Financial	G
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## Status

1. Signage for EV parking and charging station production completed;
2. Secured Employee Orientation ppt for employee introduction; Coordinating orientation sessions with HR for training room availability.
3. Ongoing coordinating with Nissan Motors for press event pending implementation plan from SPORD;
4. Featured Evs on KUAM's Think Green segment

## Accomplishments

1. None to report at this time;

## Risks and Issues

1. None to report;

## Resolution

## Financial

DSM Funding Source

9/18/2017



No corrective action required



Legend:  
Near-term corrective action required



Requires immediate attention

# Prepaid & SMS (text) Project



Overall Status	G	Risks & Issues	G	Schedule	G	Scope	G	Financial	G
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## Status

1. Provided draft outage narratives for review by IT and PSCC;
2. Coordinating with IT and PSCC for rollout timeline.

## Accomplishments

1. Completed coordination with local carriers (GTA, Docomo & IT&E for SMS Texting test);

## Risks and Issues

1. Pending review and acceptance from PSCC for testing and eventual rollout;

## Resolution

## Financial

None to report

9/18/2017



No corrective action required



Legend:  
Near-term corrective action required



Requires immediate attention

# Live Streaming of CCU Meetings & Work Sessions



Overall Status	G	Risks & Issues	G	Schedule	G	Scope	G	Financial	G
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Status	Accomplishments
1. Forwarded specifications to IT for OR processing;	1. None to report
Risks and Issues	Resolution
1. None to report at this time	
Financial	
Funding with IT Division & GWA for audio & video equipment & training	

9/18/2017



No corrective action required



Legend:  
Near-term corrective action required



Requires immediate attention



# Miscellaneous Activities



Overall Status	G	Risks & Issues	G	Schedule	G	Scope	G	Financial	G
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## Status

1. Continuous updates and verification of web pages with current information; currently “refreshing” pages to meet different formats e.g. mobile devices etc. in preparation for total web redesign in FY17
2. Monitoring of CS Business Centers along with recommendations for improvement e.g. reduce wait times;
3. Pending input on Net Metering Brochure from SPORD;
4. Coordinating support for 2017 Labor Day Picnic at Ypao Beach Park

## Accomplishments

1. Updates on web & social media page ongoing;

Risks and Issues	Resolution	Financial
1. None to report at this time;		None to report

9/18/2017



No corrective action required



Legend:  
Near-term corrective action required



Requires immediate attention

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