



BEFORE THE PUBLIC UTILITIES COMMISSION

**IN RE: PETITION FOR)
EXTENSION OF DOCK)
FACILITY AGREEMENT)
WITH TRISTAR TERMINALS,)
GUAM, INC. BY GUAM)
POWER AUTHORITY)**

GPA DOCKET 22-17

ALJ REPORT

INTRODUCTION

This matter comes before the Guam Public Utilities Commission (the “PUC”) pursuant to the August 4, 2022 Petition (hereinafter referred to as the “Petition”) for approval to extend the Tristar Terminals Guam Inc. (“Tristar”) contract with the Guam Power Authority (“GPA”), related to handling and receiving fuel oil import deliveries at the F-1 Fuel Pier Facility.¹

BACKGROUND

The F-1 Fuel Pier Facility is a dock constructed on submerged land that is located on Cabras Island (hereinafter referred to as the “F-1 Dock”) and owned by the Port Authority of Guam (“PAG”).² This fuel pier is where petroleum products, like gasoline and oil, and non-petroleum products are offloaded, discharged, and distributed.³

Tristar currently manages the F-1 Dock for PAG; and since 2013, GPA has contracted with Tristar for the handling and receipt of fuel import deliveries to GPA’s

¹ The September 1, 2013 Facility User Agreement F-1 Dock is attached hereto as “Exhibit A.”

² See PUC Order, PAG Docket 21-01, p. 1 (Jan. 28, 2021).

³ See PUC Order, PAG Docket 21-01, p. 2.

storage facilities (hereinafter referred to as the “Dock Facility Contract”).⁴ Tristar is the manager of the F-1 Dock until March 31, 2026.⁵

DISCUSSION

1. GPA’s Contract Review Protocol

Pursuant to 12 G.C.A. §12105, GPA may not enter into any contractual agreements or obligations which could increase rates and charges without the PUC’s express approval. Additionally, pursuant to GPA’s current Contract Review Protocol, “[a]ll professional services contracts in excess of \$1,000,000” and “[a]ll internally financed contracts utilizing O&M funds in excess of \$1,000,000, whether or not the contract extends over a period of one year or several years” “shall require prior PUC approval” Contract Review Protocol, GPA Docket 09-01, p. 1 (June 20, 2011). Further, with respect to multi-year contracts, GPA’s Contract Review Protocol provides that “GPA must obtain PUC approval if the total costs over the entire procurement term exceed the review threshold.” *Id.*, p. 3.

2. Scope of Services

As the manager of the F-1 Dock, Tristar’s obligations include receiving these imports of fuel oil, jet fuel, diesel, motor gasoline and liquid petroleum products; delivery of fuel for export; and coordinating with ship masters and harbor pilots to ensure safe dockage.⁶ It is further tasked with providing operational access by scheduling operations of the facility by uses; and collecting the applicable Port’s user fees.⁷ Pursuant to the Dock

⁴ Petition, p. 1.

⁵ GPA Resolution No. FY2022-23 (“Resolution”), issued by the Consolidated Commission on Utilities, p. 1 (July 26, 2022).

⁶ See PUC Order, PAG Docket 21-01, p. 4.

⁷ See PUC Order, PAG Docket 21-01, p. 4.

Facility Contract, Tristar allows GPA to discharge or load fuel from and to GPA's vessels at the F-1 Dock.⁸ In addition, Tristar provides GPA with equipment and labor necessary to GPA for discharging or loading of such fuel.⁹

3. Cost

According to GPA, it has negotiated an extension of the Dock Facility Contract through March 31, 2026.¹⁰ With regard to cost, the fee schedule for the Dock Facility Contract "shall remain the same at the prevailing PAG rates" and is only subject to "automatic adjustments" based on any changes to PAG's rates.¹¹ Indeed, the fees for the use of the F-1 Dock appear unchanged based on the current fee schedule, which include hourly rates for the dock operators, excess lay time costs, and imports and export fees per barrel of RFO.¹² Such fees have not changed since 2013.

GPA estimates the annual cost for the management fee at \$1,924,512.00, for an estimated total of \$5,773,536.00 for the additional three years.¹³ GPA submits that the contract will be funded internally through its operations budget.

4. CCU Approval

On July 26, 2022, the Consolidated Commission on Utilities ("CCU") issued GPA Resolution No. FY2022-23, which indicated that "the contract extension will serve the best interest of the Authority and its ratepayers by ensuring uninterrupted supply of fuel to GPA

⁸ Dock Facility Contract, p. 1.

⁹ Dock Facility Contract, p. 1.

¹⁰ Resolution, p. 1.

¹¹ Resolution, p. 1.

¹² Resolution, "Exhibit A."

¹³ Resolution, "Exhibit A."

...¹⁴ Accordingly, the CCU authorized GPA management to petition the PUC for approval of the contract extension with Tristar.¹⁵

RECOMMENDATION AND CONCLUSION

Based on the documentation provided, the ALJ finds that the subject contract is reasonable and necessary, and that extension of the Dock Facility Contract is prudent. Undeniably, the operations on the F-1 Dock are crucial to GPA's operations. Reports in previous dockets have indicated that "[i]t is evident that if GPA were unable to enter into the Facility User Agreement, it would not have [the] necessary dock facility at which vessels commissioned by GPA could load and unload fuel oil."¹⁶ "Without the use of the F-1 Dock Facility, GPA would be unable to obtain the fuel necessary to supply its power plants."¹⁷ Accordingly, without fuel, "GPA could not provide electricity to the ratepayers."¹⁸

Further, as indicated by GPA, the contract is vital since it ensures the "uninterrupted supply of fuel to GPA."¹⁹ Indeed, this Commission has previously held that any disruption to the safe distribution of fuel resources to GPA, for example, "could be a potential threat to the public health, welfare and safety of our island."²⁰

¹⁴ Resolution, p. 1.

¹⁵ Resolution, p. 2.

¹⁶ See PUC Legal Counsel Report, GPA Docket 10-10, p. 4 (Dec. 6, 2010).

¹⁷ See PUC Legal Counsel Report, GPA Docket 10-10, p. 4.

¹⁸ See PUC Legal Counsel Report, GPA Docket 10-10, p. 4.

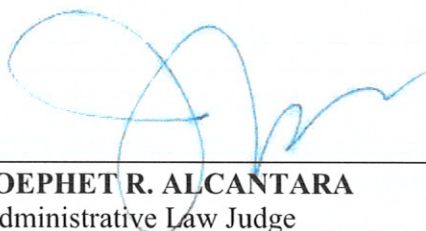
¹⁹ Resolution, p. 1.

²⁰ See PUC Order, PAG Docket 21-01, p. 7.

Significantly, too, the fees for the services provided under the Dock Facility Contract remain the same during the three-year extension. In fact, these Tristar fees have remained the same since 2013. Accordingly, the cost of this contract benefits ratepayers, since such fees have remained the same for ten years.

Based on the documentation provided by GPA in this docket, and for the other reasons set forth herein, the ALJ recommends that the PUC approve GPA's request to extend its Dock Facility Contract with Tristar through March 31, 2026, at an estimated annual cost of \$1,924,512.00. A proposed Order for the PUC is attached hereto for the PUC's consideration.

Respectfully submitted this 26th day of September, 2022.



JOEPHET R. ALCANTARA
Administrative Law Judge

P223042.JRA

EXHIBIT A

FACILITY USER AGREEMENT F-1 DOCK

TTGI-DA-2013

THIS AGREEMENT is made by and between TRISTAR TERMINALS GUAM, INC., ("TRISTAR") and GUAM POWER AUTHORITY, ("GPA") and is entered into as of this September 1st, 2013.

1. Scope. Pursuant to agreement dated December 1, 2009 ("the Agreement") between the Port Authority of Guam and TRISTAR, TRISTAR as Manager of the F-1 Dock ("Dock Facility"), shall allow GPA to discharge or load fuel from and to GPA's vessels at said dock, pursuant to the terms of this agreement. TRISTAR will provide the equipment and labor necessary to accommodate GPA provided that in the event GPA's vessel has fittings or attachments that are not compatible with TRISTAR's equipment, GPA shall supply the same or reimburse TRISTAR for the cost of any adopting equipment that may be necessary. Section 6 ("Third Party Use") of the Agreement is hereby incorporated by reference as if fully set forth herein.

2. Responsibility of GPA.

a. Description of Services. GPA shall obtain pilot and tug service and all other services required to bring its vessels to berth at the Dock Facility. In addition, GPA shall arrange, at its expense, for customs and health clearances, samplings, tank gauging, and for the transfer of the fuel past the Dock Transfer Point.

b. GPA's Other Responsibilities. GPA shall designate the types of fuel to be unloaded at the Dock Facility. GPA shall provide TRISTAR with all special instructions as to the care, custody and handling of fuels to be unloaded at the Dock Facility. TRISTAR's liability in this case, if any, shall be limited to the value of replacing the product if GPA's fuel becomes contaminated during such process of unloading and if such admixture is due to the gross negligence or willful conduct of TRISTAR's agents or employees.

c. Taxes. GPA shall pay all taxes, duties and charges, of any nature, including but not limited to port charges, levied against its fuel so unloaded by TRISTAR.

d. Safety. GPA shall ensure that its employees, and the master and crew of any vessels unloading petroleum products at the Dock Facility shall at all times abide by the International Safety Guide for Oil Tankers and Terminals (ISGOTT) Port Authority of Guam's posted safety rules and regulations which include the Harbor Regulations established and enforced by the United States Navy or Coast Guard or any other agency of the United States government.

e. Demurrage. No demurrage payable by GPA or any other party shall be TRISTAR's responsibility, including, but not limited to, dock use conflicts as described in Paragraph 4 (b) *except if such demurrage is caused by the negligent act of Tristar or its agents.*

3. Fees and Payments. GPA shall pay to TRISTAR, as Agent for the Port Authority of Guam, fees for the use of the Dock Facility in the amounts, set by the Port Authority of Guam from time to time TRISTAR may require advance deposits, should it at any time determine, in its sole discretion, that such a deposit is advisable. TRISTAR will invoice GPA for unloading or loading, which invoices are due and payable thirty (30) days following their date. Thereafter, the invoice amount shall bear interest at the rate of one percent (1%) per month.

4. Operating Procedures.

a. Priority for use of the Dock Facility shall be in the following order:

First priority: The United States Navy;

Second Priority: All other dock users in order as scheduled below:

b. Scheduling of Deliveries. GPA shall provide TRISTAR not less than fourteen (14) days' advance notice at its scheduling office of a five (5) day date range during which it desires to use the Dock Facility. TRISTAR shall coordinate the scheduling request with the Harbor Master of the Port Authority of Guam. TRISTAR will notify GPA within seventy-two (72) hours after receipt of the notice whether the Dock Facility will be available for GPA's use. In the event that such requested time is not available because of a higher priority user or reservation previously granted, TRISTAR shall notify GPA of the next available two-day due date range. GPA shall give TRISTAR forty-eight (48) hours advance notice of the firm day of arrival at the Dock Facility. If that firm day of arrival falls within the requested two (2) day date range, GPA shall have the right to use the Dock Facility, unless a first priority user has requested the use of the Facility. If the actual date of arrival falls outside of the two (2) day range, GPA shall nonetheless have the right to use the Dock Facility unless it is being used by a higher priority user, or falls within the date range reserved by another user. If GPA's actual date of arrival is previous to the time reserved for another user, GPA may nonetheless use the Dock. If, upon the actual date of arrival, the Facility is being used by another user, GPA shall lay off until such other user completes its use of the Facility. On the day of delivery the GPA shall give Tristar a minimum of 12 hours advanced notice prior to vessel arrival. Tristar will schedule required number of terminal operators 2 hours prior to vessel arrival until departure. (Reference Tristar Dock Operation Manual, Page 18).

c. Cancellation/Rescheduling. Tristar to charge overtime if applicable, a minimum of 4 hours plus all Stand-By time for Terminal Operators/Crane Rental if cancellation is less than 12 hours. Minimum of 12 hours advance notice for Re-scheduling but subject to space availability.

d. Records. GPA shall, immediately following discharging or loading, provide TRISTAR with a written report of the date of off-load, or on-load use; name of vessel; name of importer, exporter, or user; address thereof; and quantity in gross and net barrels of fuel off loaded, or on-loaded (in both cases by shore tank measurement). This report shall be signed by an officer of GPA thereby certifying its accuracy. TRISTAR shall have the

right upon its reasonable request to have access to and inspect GPA's actual records of shore tank measures.

e. **Use Interruptions.** GPA is advised and understands that notwithstanding any notice of availability from Dock Manager, GPA's use of the Dock Facility shall at all times be subject to interruption, postponement or delay, at GPA's sole expense, due to:

- i. A higher priority user's need to use the Dock Facility;
- ii. Events and Circumstances constituting Force Majeure under Section 8.

f. **Notice of Use Interruptions.** Dock Manager agrees to notify GPA at the earliest possible time if the use of the Dock Facility is to be interrupted, postponed or delayed so that GPA can make alternative plans or take accommodating measures.

5. Excess Lay Time. In the event a vessel has not departed from the Dock Facility within after the discharge begins, GPA shall pay to TRISTAR, in addition to the Dock Facility use charge, lay time for the vessel's overstay at the Dock Facility at the rate of \$1,000.00 per hour for each of the first thirty-six (36) hours of overstay, and at the rate of \$600 per hour for each hour thereafter.

6. Additional Fees: Overtime, Labor, and Equipment Rental. Normal hours of operation are 8:00 A.M. through 4:00 P.M., Monday through Friday. Operations during normal hours of operation will not be subject to any overtime labor charges. Services requested by GPA outside of normal hours will be subject to minimum overtime charges at the rate of \$38.00 per hour, for each person, and for as many TRISTAR employees as TRISTAR determines is necessary, in its sole discretion to perform the work, in accordance with TRISTAR's operating standards. Crane Rental is charged at a minimum of \$150.00 per hour and applies to the conditions set forth in clause 4c.

7. Staying Over. After disconnection of the hose is completed, if GPA's vessel is at the dock and is interfering with another scheduled user, GPA shall take whatever steps are necessary to move the vessel.

8. Force Majeure.

a. **Force Majeure Excuses Performance.** No failure or omission by TRISTAR to provide Facility services or by GPA to comply with the terms of these conditions of use shall give rise to any claim by one party against the other if the same shall be caused by or arise out of (i) War, etc. War, hostilities, acts of public enemies or belligerents, sabotage, blockade, revolution, insurrection, riot, disorder, terrorism; (ii) Restraints. Arrest or restraint of princes, rulers or peoples, or seizure under legal process; (iii) Confiscation. Expropriation, requisition, confiscation or nationalization; (iv) 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; (v) 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; (vi) Acts of God. Act of God, fire, earthquake, typhoon conditions of



category rated two or greater, lightning, tide, tsunami, or peril of the sea, accident of navigation or breakdown or injury of vessels; (vii) Loss of Storage Tanks. Loss of storage tanks due to action by belligerents or to governmental taking whether or not by formal requisition; (viii) Accidents. Accidents to vessels or to adjuncts of shipping navigation; (unless within the scope of liability provided herein); (ix) Disease. Epidemics or quarantine; (x) Strikes. Strikes or combinations of workers, lockouts, or other labor disturbances; (xi) Explosions. Explosions, accidents by fire or otherwise to the Dock Facility, pipes, storage facilities, installations, machinery; (xii) Naval Operations. Operations by the Navy, including, but not limited to, weapons operations, which require that the dock facility not be used; (xiii) Any event, matter or thing wherever occurring and whether or not of the same class or kind as those set forth which by the exercise of due diligence that party concerned is unable to overcome, whether or not said occurrence is reasonably foreseeable. Each party shall promptly notify in writing the other upon the occurrence of any contingency excusing its non-performance or delay under this Article.

b. Payment Required. Notwithstanding the provision of Section 8(a), supra, GPA shall not be relieved of any obligation to make payments for any services actually performed pursuant to this agreement.

c. Moving of Vessel. Should any of the events described in Section 8(a), supra, occur while GPA's vessel is at berth at the Dock Facility, GPA shall remove its vessel therefrom in the shortest reasonable time after notice from TRISTAR, failing which TRISTAR may cause such vessel to be removed at GPA's sole risk and expense.

d. Resumption of Performance. If TRISTAR or GPA is prevented from delivering or receiving all or any petroleum products to be delivered hereunder, the reasons for which fall within the provisions of Section 8(a), supra, then the party so prevented shall, as to the remainder of the petroleum products not affected thereby, promptly resume performance of this Agreement, and to that end such party shall remove or remedy the cause of such interruption as rapidly as may be practicable.

9. Indemnification and Insurance.

a. Indemnification.

i. GPA shall indemnify TRISTAR, the Port Authority of Guam (PAG), and their directors, officers, employees, agents and servants against and hold them harmless from any and all liability, costs, expenses, damages, claims, charges, actions, proceedings, or judgments brought by or on behalf of any person, firm, corporation or governmental agency arising from or in connection with:

(1) Any act, omission, conduct, occurrence, accident, injury or damage done or caused by GPA or its directors, officers, employees, agents, contractors, servants, licensees or by any other person, firm or corporation, including without limitation, vessels and its master and crew, which deliver GPA's petroleum products in connection with the use of the Dock Facility, including without limitation any damages or loss caused by any notice or failure of notice, whether or not said act, omission, conduct, occurrence, accident, injury or damage is criminal in nature;

(2) Any change of condition of the dock, pipelines, surrounding waters, wetlands, or land, arising from any act, omission or occurrence done or caused by GPA or any of its directors, officers, employees, agents, contractors, servants or licensees or by any other person, firm or corporation, including without limitation, vessels and its master and crew, which deliver GPA's petroleum products in connection with the use and benefit of the Dock Facility; or

(3) Any breach on the part of GPA in the performance of any covenant or obligation to be performed pursuant to these conditions of use.

ii. GPA shall indemnify and hold TRISTAR and PAG harmless to the extent of all costs, expenses, damages, counsel's fees, liabilities and loss of whatsoever nature incurred as a result of any of the claims, charges, actions or proceedings as described hereinabove; and in case any claims, charges, actions or proceedings shall be brought or threatened against TRISTAR, PAG or their directors, officers, employees, agents or servants by reason of any of the foregoing, GPA, upon notice from TRISTAR, shall, at its own expense, resist or defend against such claims, charges, actions or proceedings by counsel satisfactory to TRISTAR, provided that GPA shall have full control of all matters of defense, including settlement.

iii. TRISTAR shall indemnify GPA and its directors, officers, employees, agents and servants against and hold them harmless from any and all liability, costs, expenses, damages, claims, charges, actions, proceedings, or judgments brought by or on behalf of any person, firm, corporation or governmental agency arising from or in connection with TRISTAR's negligent performance of its duties and responsibilities under this Agreement. No claims against either party for consequential losses, special or penal damages shall be made.

b. Notwithstanding any other provision herein, nothing shall oblige any party hereto to indemnify any other party hereto or any third party person or entity in respect of any loss, damage or expense arising from that party, entity or person's gross negligence or willful misconduct, nor require any insurer to waive any rights of subrogation against any party in relation to any claim, expense, or damage arising from that party, entity or person's gross negligence or willful misconduct. Without limitation to the foregoing, Sections 2(d) and 9 shall be subject to this provision.

c. Insurance. In order to assure full and complete Performance of its indemnification duty as set forth in Section 9(a), supra, GPA shall secure and maintain at its own cost and expense, oil spill and public liability insurance as described hereafter from an insurance company which is acceptable to TRISTAR.

iv. Marine Pollution Insurance. GPA shall maintain marine pollution insurance in an amount of not less than \$5,000,000.00, or may be allowed by TRISTAR to self insure, which shall be at TRISTAR's sole and absolute discretion, insuring against damages and expenses of any kind, including but not limited to all clean-up expenses resulting from the spill of GPA fuel at the Dock Facility caused by the negligent acts or omissions of GPA or its directors, officers, employees, agents, contractors, servants, licensees or by any other person, firm or corporation, including without limitation, vessels and its master and crew, which deliver GPA's petroleum products in connection with the use of the

Dock Facility. Written approval to self-insure must be obtained from TRISTAR prior to using the Dock Facility. TRISTAR shall have the right to withdraw its approval to self-insure without notice and for any reason whatsoever.


v. Public Liability Insurance. GPA shall maintain general public liability insurance in an amount of not less than One Hundred Million Dollars (\$100,000,000.00), or may be allowed by TRISTAR to self insure, which shall be at TRISTAR's sole and absolute discretion, for bodily injury and property damage caused by the negligent acts or omissions of GPA or its directors, officers, employees, agents, contractors, servants, licensees or by any other person, firm or corporation, including without limitation, vessels and its master and crew, which deliver GPA's petroleum products in connection with the use of the Dock Facility. GPA confirms that its public liability insurance policy includes contractual liability coverage and that license agreements are not excluded thereunder. Written approval to self-insure must be obtained from TRISTAR prior to using the Dock Facility. TRISTAR shall have the right to withdraw its approval to self-insure without notice and for any reason whatsoever.

vi. Subrogation Waiver. GPA shall procure from its insurer, in form satisfactory to TRISTAR, a waiver of the insurer's rights of subrogation against TRISTAR and PAG arising by reason of any payment made under GPA's insurance policy.

vii. Co-Insured's. GPA shall cause both TRISTAR and PAG to be named as co-insured on each of such policies of insurance.

viii. Proof of Coverage. Within fifteen (15) days hereafter and following any renewal or replacement of any policy, GPA will provide TRISTAR a certificate of insurance satisfactory to TRISTAR, which shall include a provision that the insurance policy may not be terminated or materially altered without forty-five (45) days' prior written notice to TRISTAR.

ix. Deductible. Insurance policies secured and maintained pursuant to this Article may contain a deductible. In the event a claim is made by TRISTAR for damage or loss of TRISTAR's or PAG's property or for other damages to TRISTAR or PAG, then GPA shall pay TRISTAR the deductible on demand and without set-off of any kind. Interest shall accrue on any such deductible after demand is made for its payment at the rate of twelve percent (12%) per annum.

 31 August 2018

10. Terms. This agreement shall expire on ~~31 May, 2018~~, provided that in the event any party breaches this agreement, in addition to its other remedies granted by law the other remedies may terminate the same upon fifteen (15) days prior notice. In the event PAG should change the rates charged hereunder with prior concurrence of GPA, such changes shall automatically amend this agreement upon the effective date of any such rate change.

11. Vessel Vetting. "GPA agrees to charter vessels or cause its Fuel Oil Supplier and Fuel Oil Purchasers to charter vessels on the basis that they shall be United States Coast Guard Approved and that on this basis such vessels shall also meet any and all financial responsibility requirements as necessitated by operating in the United States waters.

GPA also agrees to charter vessels or cause its Fuel Oil Supplier and Fuel Oil Purchasers to charter vessels that meet Tristar's vessel vetting requirements and be pre-approved by

Tristar. Vessels will be evaluated and accepted on their last two Ship Inspection Report (SIRE/CDI) records and are required to have a satisfactory current SIRE/CDI report on record within the last twelve months (six months for vessels with age over 15 years) subject to the vessel remaining under the same management and no outstanding Port State Inspection deficiencies. Tristar's approval of vessels will not be reasonably withheld. Any comments or non-approval by Tristar on the nominated vessel will be made in a timely basis to allow GPA or its Fuel Oil Supplier or Fuel Oil Purchaser to have the vessel shortfalls corrected or have another vessel nominated and ensure that a suitable vessel is cleared for timely delivery or receipt of cargo to or from GPA."

12. Assignment. GPA may not assign this agreement or any interest herein. This agreement, however, shall inure to the benefit of any ships chartered by GPA.

13. Attorney's Fees. Should any litigation be commenced between the parties hereto concerning this Agreement or the rights and duties of either in relation thereto, the party, TRISTAR or GPA, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in such litigation or in a separate action brought for that purpose.

14. Entire Agreement. Neither TRISTAR nor GPA is liable or bound by any warranties, guarantees, statements, or representations made by any agent, employee, or other person representing or purporting to represent TRISTAR or GPA, respectively, unless herein expressly set forth. It is understood and agreed that all understandings and agreements relating to the use of the Dock Facility heretofore and between the parties hereto are merged in this Agreement which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying on any statement or representation not embodied in this Agreement made by the other. This Agreement may not be changed or terminated orally.

15. Relationship of Parties. Nothing contained in this Agreement shall be deemed or constructed 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 TRISTAR or GPA. GPA's agents, employees and independent contractors, including the master and crew of any GPA vessels, are not to be regarded while present at the Dock Facility as under the control or management of TRISTAR notwithstanding the obligations of GPA and such agents, employees or independent contractors under this Agreement.

16. Number and Gender. In this Agreement the singular number includes the plural, and the word "person" includes corporation, partnership, firm, or association wherever the context so requires.

DATED this 1 September , 2013.

TRISTAR:
TRISTAR TERMINALS GUAM INC.

GPA:
GUAM POWER AUTHORITY

By:  K.K. VIKRAMAN

Name: John M. Dennett
Title: Secretary

By: 

Name: Joaquin Flores
Title: General Manager

**AMENDED NO. 1
DOCK AGREEMENT**

This Amendment No. 1 to the Storage Agreement ("1st Amendment") is made by and between **TRISTAR TERMINALS GUAM, INC.**, a Guam corporation whose address is P.O. Box 8210, Agat, Guam 96918, and **GUAM POWER AUTHORITY**, a public corporation of Guam, whose address is P.O. Box 2977, Hagatna, Guam 96932.

WHEREAS, a Dock Agreement with the reference "TTGI-DA-2013" between the parties dated 1st September, 2013 expires on 31st August, 2018, and the parties want to extend and continue the said Agreement.

NOW, THEREFORE, the parties agree:

1. The said Agreement is extended on a year-to-year basis upon expiration of the original term on August 31, 2018 for a period not exceeding March 31, 2019.
2. Except as stated herein all other terms and condition of the Dock Agreement and Amendments thereto shall remain in effect.

TRISTAR TERMINALS GUAM, INC.

By: _____

Name: _____

Title: _____

Date: _____

[Signature]
R. K. NIKRAMAN
General Manager
3/13/2018

GUAM POWER AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

[Signature]
JOHN M. BENAVENTE, P.E.
GENERAL MANAGER
5/11/18

**AMENDMENT NO. 2
DOCK AGREEMENT**

This Amendment No. 2 to the Storage Agreement ("2nd Amendment") is made by and between **TRISTAR TERMINALS GUAM, INC.** ("Tristar"), a Guam corporation whose address is P.O. Box 8210, Agat, Guam 96918, and **GUAM POWER AUTHORITY**, a public corporation of Guam, whose address is P.O. Box 2977, Hagatna, Guam 96932.

WHEREAS, the Dock Agreement with the reference "TTGI-DA-2013" between the parties will expire on 31st March, 2019, and the parties want to extend and continue the said Agreement.

NOW, THEREFORE, the parties agree:

1. The said Agreement shall automatically extend on a month-to-month basis upon expiration of the Agreement on March 31, 2019 or until the current agreement between Tristar and the Port Authority of Guam is extended.
2. The said Agreement shall continue for a period not to exceed four (4) years.
3. Except as stated herein all other terms and condition of the Dock Agreement and Amendments thereto shall remain in effect.

TRISTAR TERMINALS GUAM, INC.

By: 

Name: KK Vikraman

Title: General Manager

Date: 03/14/2019

GUAM POWER AUTHORITY

By: 

Name: John M. Benavente

Title: General Manager

Date: 3/18/19

