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April 4, 2025

Senator Jesse A. Lujan
Chairman, Committee on Transportation, Tourism, Customs,
Utilities and Federal & Foreign Affairs
38th Guam Legislature
259 Martyr St.
Hagatna, Guam 96910

**SUBJECT: Amended Supplemental Testimony of Chief Administrative Law Judge
Frederick J. Horecky, Guam Public Utilities Commission, on Bill No. 74-
38(COR)**

Dear Chairman Lujan:

This Amended Supplemental Testimony is submitted to address the testimony of Dr. William Weare and the closing statement of Bill sponsor, Senator Tina Muna Barnes. Please disregard my Supplemental Testimony and replace it with my Amended Supplemental Testimony.

I. THE ADMITTED INTENT OF BILL NO. 74-38, AS STATED BY ITS SPONSOR AND PROPONENT, IS TO REVERSE, OVERRULE, AND NULLIFY THE DECISION OF THE PUC IN GPA DOCKET 20-06, CONCERNING CREDITS TO NET METERING CUSTOMERS FOR EXCESS GENERATION.

In GPA Docket 20-06, GPA filed a petition with the PUC to amend the Net Metering Rider to provide that “all NEM excess credits are zeroed out annually.” Pursuant to the authority of the PUC to set net metering rates, six commissioners approved an Order amending the Net Metering Rider to state that “[a]t the end of each calendar year...any excess kWh credits will be granted by the customer to GPA without compensation to the customer.”

A true and correct copy of the PUC Order in GPA Docket 20-06 is attached hereto as Exhibit “1”.

The PUC was fully empowered to issue this Order. 12 GCA § 8505(b)(3) provides that where electricity generated by the customer-generator which is fed back to the utility exceeds the electricity supplied by the utility during the billing period, such compensation would be “**at a rate to be determined by the Public Utilities Commission.**”

There is no question but that the PUC had the authority to issue the Order. The law, as well as the PUC Order, allows the customer to accumulate net metering credits, including excess energy credits, for one year. However, at the end of the year, if the customer did not use the credits, including those for excess energy, the customer transferred the credits back to GPA.

No appeal was taken from the Order, and it is final and binding pursuant to 12 GCA §12119.

Both the sponsor Senator Barnes and the proponent Weare indicated that the purpose of the Bill was to require compensation for excess credits, without any restriction, contrary to the PUC Order and existing law. The amendments in Bill No.74-38 are specifically designed to reverse, overrule and nullify the PUC Decision in GPA Docket 20-06. The Bill reverses the existing legislation and provides that **excess** electricity will be compensated at “fuel cost” even where electricity provided to the utility exceeds the customer’s consumption.

The Bill revokes the authority of the PUC to set the rates for excess energy credits. PUC is deleted from the statute and completely removed from the net metering program. The Bill also removes the PUC from determining any net metering rates.

II. THE BILL VIOLATES THE GPA BOND COVENANT BY IMPAIRING THE POWERS, DUTIES, AND EFFECTIVENESS OF THE PUC TO SET RATES FOR EXCESS NEM CREDITS.

Both the sponsor's closing statement and the testimony of the proponent establish that their intent and purpose for this Bill is to revoke the PUC Order in GPA Docket 20-06 concerning excess credits. They seek to reverse the PUC Order by providing for unrestricted credits for excess generation. Introduction of a bill which seeks to revoke a PUC Order is contrary to the Legislature approval of the GPA Bond Covenant and agreement that it would not impair the powers, duties, or effectiveness of the PUC in relation to GPA.

Attempting to use legislation to overturn a valid PUC Order is a violation of the Bond Covenant. The powers, duties and effectiveness of the PUC are impaired if its Orders are overridden by legislation. Using legislation to override PUC Orders is an extreme interference with the independence of the PUC as an independent rate setting authority under the Organic Act. Anytime a Senator disagrees with a PUC Order, should a bill be introduced to nullify such Order? The removal of the PUC from the net metering process would mean that the Guam Legislature becomes the new Public Utilities Commission. The Legislature would hereafter be responsible for hearing and determining any issue concerning net metering and its rates.

III. THE PUC MADE THE CORRECT DECISION IN GPA DOCKET 20-06; THE LEGISLATURE CAN NOT NULLIFY THE WELL-REASONED POLICY IN THE ORDER.

The PUC Order indicates that the majority of jurisdictions that offer NEM credits do not employ an indefinite rolling over of credits: "many jurisdictions offer a monthly rolling-over of credits that terminates at the ending of the billing year." The Order holds: "...many stateside jurisdictions, as well as other territories of the U.S., require that any net excess generation held as a credit by the customer at the end of a 12-month period, is given to the utility.

...[T]he zeroing out of credits after a calendar year is reasonable given its wide spread practice, and in light of the “potential subsidization of net metering customers by other customers.” Kansas, Oregon, Vermont, Washington, many stateside jurisdictions, and American Samoa and the U.S. Virgin Islands, provide that net metering credits expire at the end of the year and are granted to the utility.

This policy makes sense. Net metering compensation is supposed to be for the energy that net metering customers provide to GPA, but not for energy in excess of the customer's consumption. Providing net metering customers compensation for generation now results in an approximate annual subsidy of over \$6M. Such excess generation is not requested or needed by GPA. It imposes a burden upon non-net metering customers to pay for the excess generation of net metering customers.

What has happened is that some net metering customers install net metering systems on their houses that are larger, such as 25kw, that is necessary to supply their consumption needs. The payment of excess credits tends to encourage net metering customers to install larger capacity which results in increased costs to non-NEM customers.

IV. DR. WEARE’S CLAIMS THAT THE PUC DOES NOT RECEIVE INFORMATION OR INPUT OTHER THAN FROM GPA, OR THAT GPA DOES NOT PROVIDE SUFFICIENT INFORMATION TO THE PUC, ARE FALSE.

With regard to proceedings regarding net metering credits for excess generation in GPA Docket 20-06, the PUC conducted three duly noticed public hearings on February 24, 25, and 26, 2020. Any resident, including Dr. Weare, who had any objection to zeroing out of excess NEM credits after one year, had a full and fair opportunity to voice opposition at the public hearings. The Administrative Law Judge believes that Dr. Weare did participate in those hearings. For him to claim that PUC does not receive input from anyone other than GPA is false.

In every docket that PUC has conducted on the net metering issues, it has given businesses in the industry and net metering customers the full opportunity to participate in the proceedings and to state their views and positions. In at least three dockets involving the net metering program,

PUC denied GPA's request to reduce net metering compensation from full compensation to avoided cost, denied GPA's request to compel net metering customers to have battery storage systems, and denied an increase of rates for net metering customers that did not have battery storage. PUC received extensive testimony from experts provided by net metering solar companies. Contrary to Dr. Weare's assertion, the PUC has always been completely open and transparent in its hearing process and has sought to receive input from every segment of the population.

Dr. Weare's claim that PUC does not receive sufficient information from GPA regarding net metering is also false.

PUC receives a tremendous amount of information from GPA concerning the net metering program. There is a Docket, No. 08-10, wherein PUC requires an annual report from GPA concerning the net metering program. The Reports indicate the growth of net metering customers, the total amount of estimated negative impact on revenue for Net Metering, and the estimated revenue loss from each net metering customer. A portion of the net metering data filing for 2024 is attached hereto as Exhibit "2".

As indicated in the Testimony of Chairman Jeffrey C. Johnson, PUC and GPA have ongoing dockets regarding net metering and solar energy. Most recently is the pending docket, GPA Docket 24-03, where GPA has submitted several substantial reports from consultants to the PUC concerning the negative impact of net metering on the island wide power system.

PUC reviews monthly reports of GPA General Manager John Benavente which outline the net metering program and indicate how many new net metering projects there are each month. PUC receives monthly financial statements from GPA, yearly annual budgets, and the yearly GPA annual report. There are many other dockets where GPA reports its financial information to PUC concerning expenditures of bond funds and other matters. PUC receives on-going information from GPA concerning the net metering program.

V. DOCTOR WEARE'S PERSONAL ATTACK ON ALJ HORECKY AND THE PUC HAS NO BASIS.

At the public hearing, Doctor Weare complained that Horecky had failed to address his complaint and that "he was turned away" from the PUC. In fact, Dr. Weare had an opportunity to appear at the public meeting of the PUC to raise his complaints.

The agenda for the PUC meeting on March 31, 2022, 6:30 p.m. indicates that Dr. William Weare was given an opportunity to present his "proposals" as Public Comment before the PUC. PUC granted him reasonable amount of time to present his complaint. A copy of said agenda is attached hereto as Exhibit "3".

It turned out that all of his "proposals" were complaints against the Guam Power Authority such as its book keeping method for private rooftop solar (PRS), that GPA did not submit an annual "cost burden analysis", that GPA should change the timing of its calculation of excess power credit available at the end of each month, and that GPA should utilize a new proposed formula to pay its customers for renewable power provided to GPA.

However, before coming to the PUC, Dr. Weare failed to present his complaints to the Guam Power Authority and to request that the Guam Power Authority implement the measures he was suggesting. The ALJ reviewed Dr. Weare's complaint and found that, under the Public Utilities Fair Practices Act, 12 GCA Ch. 13, Dr. Weare had not satisfied the conditions for review by the PUC. He never submitted his complaint to GPA as required by the Act or received any written statement by GPA which responded to his complaint.

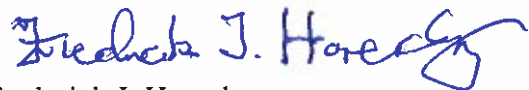
Therefore, the PUC lacked jurisdiction over Dr. Weare's complaints. Dr. Weare failed to exhaust his administrative remedies. As a matter of policy, the PUC does not address complaints concerning public utilities until such complaints have been presented to the utility. A true and correct copy of the PUC response to Dr. Weare's complaints, dated June 6, 2022, is attached hereto as Exhibit "4".

CONCLUSION

The Sponsor of the Bill and the proponent are attempting to use the legislative process to reverse and nullify the Order of the PUC regarding excess credits and to remove the PUC from the net metering process. This is clear interference with the independence of the PUC and a violation of the Bond Covenant which prohibits the Legislature from impairing the powers, duties or effectiveness of the PUC in relation to GPA. The PUC Order in GPA Docket 20-06, which zeroes out excess energy credits after one year, was entirely within the jurisdiction and authority of the PUC.

The PUC decision was correct for the reasons stated in the Order and in this testimony. Dr. Weare's attacks on ALJ Horecky and the PUC are without basis. The PUC has been intimately involved in the establishment, development and oversight of the net metering program since 2008; that regulatory framework should not be destroyed by Bill No. 74-38. The Committee and the Senators of the Guam Legislature should reject the attempt of this Bill to interfere with the independence of the PUC.

Sincerely,



Frederick J. Horecky
Chief Administrative Law Judge
Guam Public Utilities Commission



BEFORE THE GUAM PUBLIC UTILITIES COMMISSION

**PETITION TO AMEND GUAM
POWER AUTHORITY'S NET
METERING RIDER**

GPA DOCKET 20-06

ORDER

INTRODUCTION

This matter comes before the Guam Public Utilities Commission (the "PUC") pursuant to the December 6, 2019 Petition to Amend GPA's Net Metering Rider, filed by the Guam Power Authority ("GPA") (hereinafter referred to as the "Petition").

On March 23, 2020, the Administrative Law Judge of the PUC (the "ALJ") assigned to this matter filed an ALJ Report that included his findings and recommendations based on the administrative record before the PUC. The ALJ found the following.

DETERMINATIONS

A. Net Metering

Net metering, or net energy metering ("NEM"), is essentially a billing system that credits small customers at the full retail electric price for any excess electricity they generate and sell to the utility via the grid from on-site small sources such as residential rooftop solar arrays.¹

¹ See "Net Energy Metering—Are We Capitalists Or What?," James Conca, Forbes.com, found at <https://www.forbes.com/sites/jamesconca/2014/11/28/net-energy-metering-are-we-capitalists-or-what/#5e40cd9e2fbf> (Nov. 28, 2014).

NEM has served as a solar incentive that allows customers to store energy in the electric grid. For instance, when solar panels produce more electricity than needed, that energy is sent to the grid in exchange for credits. Then at night, or other times when the solar panels are under producing, energy is pulled from the grid and the use of such credits offset the costs of that energy.² In Guam, as of this February, there are 2,081 net metering customers.³

B. GPA's Net Metering Rider

On December 29, 2008, the PUC approved and adopted the current Interim Rider for Customer-Generator Energy Facilities, developed by both GPA and the Georgetown Consulting Group, Inc. ("Georgetown").⁴ On February 27, 2009, the PUC approved and adopted GPA's Standard Interconnection Agreement for Net Metering Facilities, as well as GPA's Net Metering Program Interconnection Policy.⁵ On December 10, 2015, the PUC amended the Net Metering Rider to allow customers an option to rollover annual credits indefinitely or request payment for the credits remaining in the account.

C. Public Hearings

On February 24, 25, and 26, 2020, duly-noticed public hearings were held in the villages of Dededo, Agat, and Hagåtña, pursuant to the Ratepayer Bill of Rights, to take

² See <https://www.energysage.com/solar/101/net-metering-for-home-solar-panels/>.

³ GPA's Response to Request for Information, GPA Docket 20-06, p. 1 (Mar. 18, 2020).

⁴ PUC Decision and Order, GPA Docket 08-08, p. 2 (Dec. 29, 2008).

⁵ PUC Order, GPA Docket 08-10, p. 1 (Feb. 27, 2009).

testimony related to GPA's proposed amendment to the Net Metering Rider. No member of the public participated in the public hearings and no comments were received by the PUC.

D. GPA's Request to Terminate the Indefinite Rollover of Customer Credits

In its Petition, GPA requests that the PUC amend its Net Metering Rider "such that all NEM excess credits are zeroed out annually."⁶ Basically, GPA requests that the Net Metering Rider be amended to state that "[a]t the end of each calendar year, or in the event of termination of service under this Rider, any excess kWh credits; if any will be granted by the customer to GPA without compensation to the customer," which was the language in the past.

In support of its Petition, GPA has included Resolution No. 2019-20 issued by the Consolidated Commission on Utilities ("CCU"), which maintains the following. The Resolution indicates that:

NEM customers receive services from the grid subsidized by non-NEM customers including but not limited to: (1) Use of the grid to sell power (get credit at full retail rate for excess production); (2) Use of the grid to energize their homes at night; (3) Frequency regulation absorbed by grid for intermittencies; (4) Reactive power supply; (5) Voltage regulation; and (6) Standby power on overcast days when the sun does not shine.⁷

In addition, GPA also maintains that based on the number of its net metering customers, this results in "an approximate \$3,527,745 annual subsidy going forward."⁸

⁶ Petition, GPA Docket 20-06, p. 1.

⁷ Resolution No. 2019-20, p. 1 (Nov. 26, 2019).

⁸ Resolution No. 2019-20, p. 1.

The Resolution further indicates that “the payment or carry over of excess credits tend to encourage net metering customers to install larger capacity which results in receiving payments for excess energy thereby resulting in increased cost to non-NEM customers.”⁹ It goes on to state that “in other jurisdictions NEM excess credits are zeroed out annually.”¹⁰

In response to questions posed in a Request for Information issued by the ALJ, GPA submits that the roughly \$3.5 million “subsidy” it’s claiming “was calculated by multiplying the estimated solar production by the under-recovery subsidy.”¹¹ According to GPA, “[t]he estimated solar production takes into account the annual degradation of the solar panels and an estimated 1794kWh of installed capacity.”¹² And that the “under-recovery subsidy” is the “difference between the retail rate per kWh and the calculated value of the solar rate on the estimated solar production.”¹³

In addition, GPA further submits that there are some NEM customers who “are applying for new accounts for the same building where one account had long existed. These customers then install multiple NEM systems on the same building to skirt the 100KW commercial NEM limit.”¹⁴ GPA contends that these types of systems “will produce greater

⁹ Resolution No. 2019-20, p. 2.

¹⁰ Resolution No. 2019-20, p. 2.

¹¹ GPA’s Response to Request for Information, GPA Docket 20-06, p. 1.

¹² GPA’s Response to Request for Information, GPA Docket 20-06, p. 1.

¹³ GPA’s Response to Request for Information, GPA Docket 20-06, p. 1.

¹⁴ GPA’s Response to Request for Information, GPA Docket 20-06, p. 2.

overall net excess generation for the same building, and result in greater net excess generation liabilities for GPA”¹⁵

E. Public Laws on Net Metering

1. Public Law 27-132.

When the Guam Legislature enacted GPA’s net metering statutory scheme, the Legislature clearly expressed its intent “to combine new power-generation technologies with traditional power-generation systems in order to expand and safeguard the island’s electric supply, without the need for additional capital investment by the utility company.” P.L. 27-132, p. 2 (Dec. 30, 2004). The Legislature also unequivocally expressed its intent to “(a) encourage private investment in renewable energy resources; (b) stimulate economic growth; and (c) enhance the continued diversification of the renewable energy resources used on Guam.” *Id.*

Pursuant to the net metering statutes, the Legislature also entrusted the PUC with the authority to determine the rate for NEGs [Net Excess Generation]. In particular, Section 8505(b)(3) of Title 12 provides that where “the electricity generated by the customer-generator which is fed back to the utility exceeds the electricity supplied by the utility during the billing period, the customer-generator is entitled to compensation for electricity provided to the utility during the billing period at a rate to be determined by the Public Utility Commission.” P.L. 27-132, p. 5 (codified at 12 G.C.A. § 8505(b)(3)).

¹⁵ GPA’s Response to Request for Information, GPA Docket 20-06, p. 2.

2. Public Law 29-62.

Pursuant to Public Law 29-62, the Legislature stated that it requires “the development of renewable energy production and decrease [] total reliance on oil for electricity production.” P.L. 29-62, p. 2 (Apr. 4, 2008). Accordingly, the Legislature amended GPA’s net metering statute to require GPA to “immediately implement an interim, emergency net metering rate structure wherein Customer generators *shall* be entitled to receive immediate credit for one hundred percent (100%) of the power generation capacity based on the specifications of the generation equipment installed times the rate of the Guam Power Authority currently charges the customer until such time that GPA submits a rate structure to the PUC for the net metering program and it is approved by the PUC. The interim rate *shall* be subject to PUC revocation at any time.” *Id.* at 4 (codified at 12 G.C.A. §8506) (emphases in original).

C. Georgetown’s August 27, 2013 Report

In a report issued back in August 27, 2013, Georgetown, one of the PUC’s consultants for utility matters, maintained that “[t]he interim net metering rider currently in effect and approved by the GPUC is based on an industry accepted approach to the balancing of interest necessary to maximize the renewable capacity from customer-generators availing themselves to ‘net-metering’ and the impact to other customers subsidizing the distribution and other related costs avoided by net metered customers who qualify for the interim net meter rider.”¹⁶

¹⁶ Report of Georgetown Consultants Group, Inc. (“Georgetown Report”), p. 45 (Aug. 27, 2013).

Georgetown further submitted that presently, “most mainland regulatory jurisdictions continue to credit NEG to the grid at the full retail energy rate (either through billing credits of kWh offsets) on the customer bill with any excess kWhs credited to the customer’s next bill and any NEG credits remaining at the end of the calendar year either being granted to the utility at no cost or . . . an increasing number of jurisdictions require some form of payment (28).”¹⁷

F. Other Jurisdictions

As indicated in GPA’s petition, the majority of jurisdictions that offer NEM credits do not employ an indefinite rolling over of credits. Many jurisdictions offer a monthly rolling-over of credits that terminate at the end of the billing year.

1. California.

Generally, utilities in California provide compensation for NEM credits to its customers at the end of a twelve (12) month period. “Customers that generate a net surplus of energy at the end of a twelve-month period can receive a payment for this energy under special utility tariffs.”¹⁸

2. Florida.

In Florida, credits do not carry over across calendar years because of Florida’s net metering policies. For credits at the end of the year, a cash credit will be offered on the January bill.¹⁹

¹⁷ Georgetown Report, p. 47.

¹⁸ See https://www.gosolarcalifornia.ca.gov/solar_basics/net_metering.php.

¹⁹ See <https://www.energysage.com/net-metering/fpl/>.

3. **Kansas.**

“Any NEG credit remaining in a net metering customer's account on March 31 of each year shall expire.”²⁰

4. **Arizona.**

Based on an April 12, 2018 recommendation by the chief administrative law judge of the Arizona Corporation Commission, this particular utility rate-making body ordered that “*new customer-generators will not be permitted to bank credits associated with exported energy.*”²¹

For existing rate payers, “customers interconnecting to the utility’s distribution system prior to the effective date of the decision implementing the new export compensation rate in each utility’s rate case,” these rate payers “will be grandfathered under the former net metering rules for a period of 20 years.”²² These “old” rate payers are credited according to the following: NEG remaining at the customer’s last monthly bill in the annual true-up period will be paid to the customer, via check or billing credit, at the utility’s avoided cost payment.²³

5. **Oregon.**

²⁰ See <https://kcc.ks.gov/electric/net-metering-in-kansas>

²¹ See <http://programs.dsireusa.org/system/program/detail/3093>.

²² See <http://programs.dsireusa.org/system/program/detail/3093>.

²³ See <http://programs.dsireusa.org/system/program/detail/3093>.

In Oregon, “any remaining unused kilowatt-hour credit accumulated during the previous year shall be granted to the electric utility for distribution to customers enrolled in the electric utility’s low-income assistance programs, credited to the customer-generator or dedicated for other use as determined by the commission” 2017 O.R.S. 757.300(3)(d).

6. Pennsylvania.

At the end of each 12-month billing cycle, utilities will compensate net-metered generators for their excess credits at the “price-to-compare,” which is the retail price of the electricity minus the distribution component.²⁴

7. Vermont.

“Credits will remain on the account for 12 months to be applied to future bills. If a credit is not used within 12 months of the time it’s generated, it will expire.”²⁵

8. Washington.

Any excess is credited to customer’s next bill at retail rate; and then granted to the utility at end of a twelve (12) month billing period.²⁶

9. Puerto Rico.

Customers with excess credits remaining at the end of a twelve (12) month period are compensated as follows: seventy-five percent (75%) of the excess credits are purchased by Puerto Rico Electric Power Authority (“PREPA”) at a rate of \$0.10 per kWh

²⁴ See <https://www.solarunitedneighbors.org/pennsylvania/learn-the-issues-in-pennsylvania/net-metering-in-pennsylvania/>.

²⁵ See <https://www.vermontelectric.coop/programs-services/net-metering>.

²⁶ See <https://programs.dsireusa.org/system/program/detail/42>

or “the amount resulting from the subtraction of the adjusted fuel fee based on the variable costs incurred by the public corporation exclusively for the purchase of fuel and energy, from the total price charged by the public utility to its customers, converted into kilowatt-hours, whichever is greater.”²⁷ The remaining 25% is returned to the utility to distribute as a credit or reduction applied to the electricity bills of public schools.²⁸

10. American Samoa and the U.S. Virgin Islands.

In both American Samoa and the U.S. Virgin Islands, any net excess generation (NEG) produced by a customer is credited at the utility’s full retail rate and carried forward to the customer’s next monthly bill. At the end of a 12-month period, any remaining NEG is granted to the utility.²⁹

11. CNMI

Lastly, in the CNMI, excess electricity production is credited to the customer’s bill at retail rate.³⁰ Any excess remaining after a twelve (12) month billing period is credited at fifty percent (50%) of the retail rate.³¹

G. NEM’s Impact on Demand Side Management

²⁷ <http://energy.gov/savings/puerto-rico-net-metering>; http://www.dsireusa.org/incentives/incentive.cfm?Incentive_Code=PR02R;

²⁸ <http://energy.gov/savings/puerto-rico-net-metering>; http://www.dsireusa.org/incentives/incentive.cfm?Incentive_Code=PR02R;

²⁹ See <https://programs.dsireusa.org/system/program/detail/3218>; <https://programs.dsireusa.org/system/program/detail/2507>.

³⁰ See <https://programs.dsireusa.org/system/program/detail/5556>.

³¹ See <https://programs.dsireusa.org/system/program/detail/5556>.

In the ALJ's March 12, 2020 Request for Information, the ALJ requested information concerning NEM's impact, if any, on GPA's Demand Side Management ("DSM") energy efficiency program. In response, GPA indicated that its DSM energy efficiency program "targets include energy and peak demand reductions."³² GPA submits that "[e]nergy reductions result in less fuel not being burned" and other "variable operations and maintenance expenses."³³ GPA maintains that "[p]eak demand reductions, over time, result in generation capacity savings and may also result in potential fuel cost savings."³⁴ In addition, "[o]ver time, peak demand reductions result in generation capacity savings by lowering the peak generation requirement."³⁵

In response to NEM's impact on DSM, GPA maintained that "NEM without energy-shifting storage does not reduce GPA's peak demand because GPA's system peaks at night when the solar resource is not available."³⁶ GPA submits that, as a result, "NEM cannot save GPA capacity costs."³⁷ GPA adds that "NEM energy savings resulting in economic savings to the grid only apply to net excess generation"; and that particularly, "NEM customers are allowed to swap/credit energy produced by their system during the day for energy produced by GPA at night."³⁸ GPA submits that "[t]his one-to-one swap does

³² GPA's Response to Request for Information, GPA Docket 20-06, p. 5.

³³ GPA's Response to Request for Information, GPA Docket 20-06, p. 5.

³⁴ GPA's Response to Request for Information, GPA Docket 20-06, p. 5.

³⁵ GPA's Response to Request for Information, GPA Docket 20-06, p. 5.

³⁶ GPA's Response to Request for Information, GPA Docket 20-06, p. 6.

³⁷ GPA's Response to Request for Information, GPA Docket 20-06, p. 6.

³⁸ GPA's Response to Request for Information, GPA Docket 20-06, p. 6.

not account for energy produced at night,” which it adds is “often more expensive than that produced during the day when GPA operates peaking units to meet the peak load.”³⁹

H. Criticism Regarding NEM Roll-Over Credits

NEM crediting policies have been criticized as having an adverse impact on grid services. A report by the California Public Utilities Commission found that “non-solar customers in the state face over \$1 billion annually in higher costs because of net metering.”⁴⁰

The criticism is that “[w]hen normal consumers pay their electric bill, part of the bill is for the electricity they actually used, but the other part goes to maintaining the grid, referred to as grid services.”⁴¹ It is argued that these particular customers “are not ever ‘off the grid,’ ‘even if they’re making more energy than they consume.’”⁴²

Indeed, Georgetown too has indicated that “[w]hile there is unarguably a potential subsidization of ‘net metering’ customers by other customers, the PUC found that the potential benefits in the near-term as the renewable industry grows in Guam outweighed

³⁹ GPA’s Response to Request for Information, GPA Docket 20-06, p. 6.

⁴⁰ See “Net Energy Metering—Are We Capitalists Or What?,” James Conca, Forbes.com, found at <https://www.forbes.com/sites/jamesconca/2014/11/28/net-energy-metering-are-we-capitalists-or-what/#5e40cd9e2fbf> (Nov. 28, 2014).

⁴¹ See “Net Energy Metering—Are We Capitalists Or What?,” James Conca, Forbes.com, found at <https://www.forbes.com/sites/jamesconca/2014/11/28/net-energy-metering-are-we-capitalists-or-what/#5e40cd9e2fbf> (Nov. 28, 2014).

⁴² See “Net Energy Metering—Are We Capitalists Or What?,” James Conca, Forbes.com, found at <https://www.forbes.com/sites/jamesconca/2014/11/28/net-energy-metering-are-we-capitalists-or-what/#5e40cd9e2fbf> (Nov. 28, 2014).

these concerns.”⁴³ In addition, GPA has consistently believed that NEM customers do not pay “their full share of the system’s cost to serve” and that cost recovery for demand is based in “the energy component of residential rates.”⁴⁴

The ALJ found that the PUC is authorized to determine the rate for energy “generated by the customer-generator which is fed back to the utility [that] exceeds the electricity supplied by the utility during the billing period”; and, therefore, how such rate is assessed. 12 G.C.A. § 8505(b)(3).

Based on a review of other jurisdictions, public utilities have provided customers whose usage results in a net credit to their accounts may be compensated financially or through a rolling credit. As shown above, many stateside jurisdictions, as well as other territories of the U.S., require that any net excess generation held as a credit by the customer at the end of a 12-month period, is given to the utility.⁴⁵ Accordingly, the zeroing out of credits after a calendar year is reasonable given its widespread practice, and in light of the “potential subsidization of ‘net metering’ customers by other customers.”⁴⁶

In addition, with respect to NEM’s impact on Demand Side Management, “NEM cannot save GPA capacity costs”⁴⁷; that “NEM customers are allowed to swap/credit

⁴³ Georgetown Report, p. 46 (Aug. 27, 2013).

⁴⁴ GPA’s Response, p. 21 (Nov. 30, 2015).

⁴⁵ See <https://programs.dsireusa.org/system/program/detail/3218>; <https://programs.dsireusa.org/system/program/detail/2507>.

⁴⁶ Georgetown Report, p. 46 (Aug. 27, 2013).

⁴⁷ GPA’s Response to Request for Information, GPA Docket 20-06, p. 6.

energy produced by their system during the day for energy produced by GPA at night,”⁴⁸ which is ostensibly “more expensive than that produced during the day when GPA operates peaking units to meet the peak load.”⁴⁹

Based on the discussion above, and based on the record before the Commission, including the authorities reviewed herein, the ALJ recommended that the PUC amend GPA’s Net Metering Tariff such that all NEM excess credits are zeroed out annually. In particular, the Net Metering Tariff shall be amended to state:

In no event shall the excess credit from a single month be carried forward beyond twelve (12) months as a credit against the current monthly billing. At the end of each calendar year, or in the event of termination of service under this Rider, any excess kWh credits; if any will be granted by the customer to GPA without compensation to the customer.

This scheme still corresponds with the intent of the Legislature when it enacted GPA’s net metering statutes, which is to “(a) encourage private investment in renewable energy resources; (b) stimulate economic growth; and (c) enhance the continued diversification of the renewable energy resources used on Guam.” P.L. 27-132, p. 2 (Dec. 30, 2004).

In light of the PUC’s commitment to encouraging renewable energy investment, the ALJ proposed that GPA implement this revision on January 1, 2021.

Accordingly, the affected language of the current Net Metering Rider shall expire on December 31, 2020.

⁴⁸ GPA’s Response to Request for Information, GPA Docket 20-06, p. 6.

⁴⁹ GPA’s Response to Request for Information, GPA Docket 20-06, p. 6.

The Commission hereby adopts the findings made in the March 23, 2020 ALJ Report, and therefore, issues the following.

ORDERING PROVISIONS

Upon careful consideration of the record herein, and for good cause shown, on motion duly made, seconded and carried by the affirmative vote of the undersigned Commissioners, the Commission hereby ORDERS the following:

1. That the instant Petition is hereby APPROVED.
2. That the Net Metering Rider shall be amended to state “In no event shall the excess credit from a single month be carried forward beyond twelve (12) months as a credit against the current monthly billing. At the end of each calendar year, or in the event of termination of service under this Rider, any excess kWh credits; if any will be granted by the customer to GPA without compensation to the customer.” The amendment shall be effective January 1, 2021.
3. GPA is ordered to pay the PUC’s regulatory fees and expenses, including and without limitation, consulting and counsel fees, and the fees and expenses associated with this matter. Assessment of the PUC’s regulatory fees and expenses is authorized pursuant to 12 G.C.A. §§ 12103(b) and 12125(b), and Rule 40 of the Rules of Practice and Procedure before the PUC.

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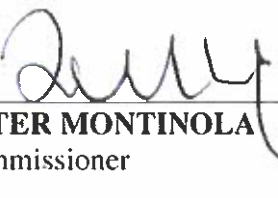

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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SO ORDERED this 28th day of May, 2020.


JEFFREY C. JOHNSON
Chairman
ROWENA E. PEREZ-CAMACHO
Commissioner
JOSEPH M. McDONALD
Commissioner
PEDRO GUERRERO
Commissioner
MICHAEL A. PANGELINAN
Commissioner
PETER MONTINOLA
Commissioner
DORIS FLORES BROOKS
Commissioner

P203013 JRA



GUAM POWER AUTHORITY

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

March 27, 2025

CFO 2025 043

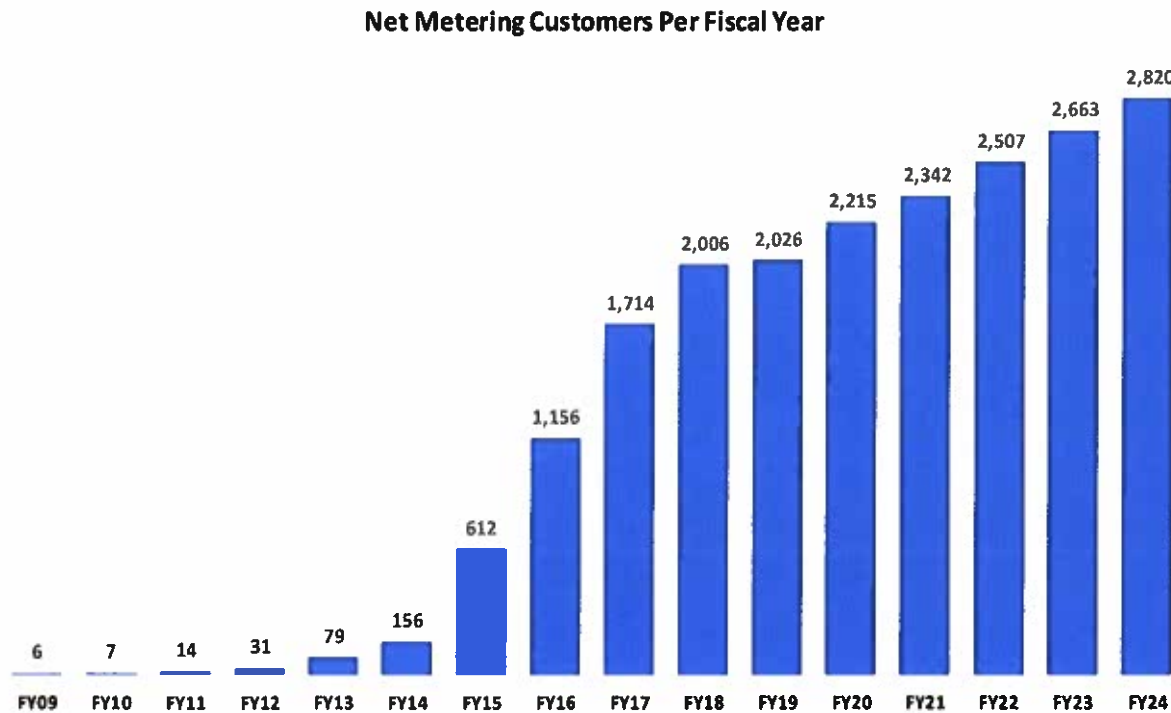
Mr. Frederick J. Horecky
Administrative Law Judge
Public Utilities Commission
643 Chalan San Antonio, Suite 102B
Tamuning, Guam 96913

Subject: Docket 08-10 – Filing of Net Metering Data

Dear Judge Horecky:

Attached herewith is a copy of the Guam Power Authority Net Metering report for the period ending September 30, 2024 as stipulated in the Interim Net Metering Rider.


The total amount of estimated negative impact on revenue from Net Metering for FY2024 was \$6.3 million annualized representing 4% of GPA’s base rate revenues for the year. The graph below depicts the growth in the number of Net Metering customers in the last 16 fiscal years.



Net Metering – Docket 08-10
March 27, 2025
Page 2

There were 157 additional customers added in Fiscal Year 2024 for a total of 2,820 customers to-date. The cumulative negative total base rate revenue impact is already at \$40.4 million from the inception of Net Metering.

Please do not hesitate to contact our office should you require further information regarding this filing. Thank you.

 3/31/2025
JK JOHN M. BENAVENTE, P.E.
GENERAL MANAGER

Cc: Mr. John J.E. Kim, CFO

Fiscal Year 2024

**ANNUAL NET METERING
FILING**

Estimated Revenue Loss AS OF SEPTEMBER 30, 2024

Year	Estimated Revenue Loss	Accumulated
FY09	\$ 1,656.87	\$ 1,656.87
FY10	\$ 8,483.27	\$ 10,140.14
FY11	\$ 18,177.13	\$ 28,317.27
FY12	\$ 58,545.89	\$ 86,863.16
FY13	\$ 178,996.09	\$ 265,859.25
FY14	\$ 410,558.94	\$ 676,418.19
FY15	\$ 856,921.27	\$ 1,533,339.46
FY16	\$ 1,831,315.25	\$ 3,364,654.71
FY17	\$ 3,167,570.13	\$ 6,532,224.84
FY18	\$ 3,825,782.27	\$ 10,358,007.11
FY19	\$ 3,904,249.55	\$ 14,262,256.66
FY20	\$ 4,105,814.11	\$ 18,368,070.77
FY21	\$ 4,534,320.85	\$ 22,902,391.61
FY22	\$ 5,400,641.26	\$ 28,303,032.87
FY23	\$ 5,854,006.00	\$ 34,157,038.87
FY24	\$ 6,262,324.89	\$ 40,419,363.76
Total	\$ 40,419,363.76	

Net Metering Customers AS OF SEPTEMBER 30, 2024

Year	Count	Accumulated
FY09	6	6
FY10	1	7
FY11	7	14
FY12	17	31
FY13	48	79
FY14	77	156
FY15	456	612
FY16	544	1,156
FY17	558	1,714
FY18	292	2,006
FY19	20	2,026
FY20	189	2,215
FY21	127	2,342
FY22	165	2,507
FY23	156	2,663
FY24	157	2,820
Total	2,820	

Fiscal Year 2024

**ANNUAL NET METERING
FILING**

Estimated Revenue Loss
AS OF SEPTEMBER 30, 2024

Year	Estimated Revenue Loss	Accumulated
FY09	\$ 1,656.87	\$ 1,656.87
FY10	\$ 8,483.27	\$ 10,140.14
FY11	\$ 18,177.13	\$ 28,317.27
FY12	\$ 58,545.89	\$ 86,863.16
FY13	\$ 178,996.09	\$ 265,859.25
FY14	\$ 410,558.94	\$ 676,418.19
FY15	\$ 856,921.27	\$ 1,533,339.46
FY16	\$ 1,831,315.25	\$ 3,364,654.71
FY17	\$ 3,167,570.13	\$ 6,532,224.84
FY18	\$ 3,825,782.27	\$ 10,358,007.11
FY19	\$ 3,904,249.55	\$ 14,262,256.66
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FY24	\$ 6,262,324.89	\$ 40,419,363.76
Total	\$ 40,419,363.76	

Net Metering Customers
AS OF SEPTEMBER 30, 2024

Year	Count	Accumulated
FY09	6	6
FY10	1	7
FY11	7	14
FY12	17	31
FY13	48	79
FY14	77	156
FY15	456	612
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FY20	189	2,215
FY21	127	2,342
FY22	165	2,507
FY23	156	2,663
FY24	157	2,820
Total	2,820	

GPA NET METERING CUSTOMERS (NMC)
AS OF SEPTEMBER 30, 2024

Rate Class	Customer Number	Service Agreement Number	Size (KW)	NEM Days in FY2024	Estimated Annual Revenue Loss \$	FY2024 Estimated Revenue Loss \$
EGEND-J	0016410000	0010357683	100.00	366	\$ 19,856.06	\$ 19,856.06
EGEND-J	0046410000	0040250467	100.00	366	\$ 19,856.06	\$ 19,856.06
EGEND-J	0074605742	0070001500	100.00	366	\$ 19,856.06	\$ 19,856.06
EGEND-J	0216036218	0210217453	25.00	366	\$ 4,964.01	\$ 4,964.01
EGEND-J	0335484742	0334793286	42.00	366	\$ 8,339.54	\$ 8,339.54
EGEND-J	0354997358	0350263579	60.00	366	\$ 11,913.63	\$ 11,913.63
EGEND-J	0452600000	0457630149	53.55	366	\$ 10,632.92	\$ 10,632.92
EGEND-J	0476607665	0470369306	60.00	332	\$ 11,913.63	\$ 10,806.90
EGEND-J	0480862119	0481551775	100.00	184	\$ 19,856.06	\$ 9,982.28
EGEND-J	0480862119	0488736528	100.00	184	\$ 19,856.06	\$ 9,982.28
EGEND-J	0898276374	0894485152	100.00	366	\$ 19,856.06	\$ 19,856.06
EGEND-J	0905706909	0908453066	100.00	366	\$ 19,856.06	\$ 19,856.06
EGEND-J	1079903513	1070021300	20.00	366	\$ 3,971.21	\$ 3,971.21
EGEND-J	1221180617	1220024158	60.00	366	\$ 11,913.63	\$ 11,913.63
EGEND-J	1533486144	1530030191	74.52	230	\$ 14,796.73	\$ 9,298.49
EGEND-J	1571169268	1575311869	100.00	366	\$ 19,856.06	\$ 19,856.06
EGEND-J	1579802218	1570031337	40.00	58	\$ 7,942.42	\$ 1,258.64
EGEND-J	1597984432	1596676771	76.50	366	\$ 15,189.88	\$ 15,189.88
EGEND-J	1858883322	1854880140	25.00	54	\$ 4,964.01	\$ 732.40
EGEND-J	1927700000	1920261058	100.00	366	\$ 19,856.06	\$ 19,856.06
EGEND-J	2016410000	2016128383	100.00	366	\$ 19,856.06	\$ 19,856.06
EGEND-J	2343616757	2340046863	10.50	366	\$ 2,084.89	\$ 2,084.89
EGEND-J	2384410000	2389799862	80.00	184	\$ 15,884.85	\$ 7,985.82
EGEND-J	2560310000	2560050245	20.00	366	\$ 3,971.21	\$ 3,971.21
EGEND-J	2623350223	2620275844	40.00	47	\$ 7,942.42	\$ 1,019.93
EGEND-J	2692210000	2690242311	50.00	366	\$ 9,928.03	\$ 9,928.03
EGEND-J	2774411204	2772189152	21.37	366	\$ 4,243.24	\$ 4,243.24
EGEND-J	2949160673	2940222459	30.00	366	\$ 5,956.82	\$ 5,956.82
EGEND-J	3016410000	3010058827	100.00	366	\$ 19,856.06	\$ 19,856.06
EGEND-J	3150527602	3150341303	100.00	237	\$ 19,856.06	\$ 12,857.61
EGEND-J	3352700000	3350065284	80.00	366	\$ 15,884.85	\$ 15,884.85
EGEND-J	3360255414	3365154618	60.00	124	\$ 11,913.63	\$ 4,036.31
EGEND-J	3507522612	3508153905	60.00	366	\$ 11,913.63	\$ 11,913.63
EGEND-J	3560310000	3567758019	10.00	184	\$ 1,985.61	\$ 998.23
EGEND-J	3576929290	3575583201	100.00	184	\$ 19,856.06	\$ 9,982.28
EGEND-J	3629600000	3620344394	100.00	366	\$ 19,856.06	\$ 19,856.06
EGEND-J	3636643479	3634674543	100.00	366	\$ 19,856.06	\$ 19,856.06
EGEND-J	3718010000	3710274548	76.80	38	\$ 15,249.45	\$ 1,583.28
EGEND-J	3726510000	3721828824	100.00	366	\$ 19,856.06	\$ 19,856.06
EGEND-J	3878221326	3878309514	50.00	215	\$ 9,928.03	\$ 5,832.04
EGEND-J	4015600000	4016615819	61.20	184	\$ 12,151.91	\$ 6,109.16
EGEND-J	4064015626	4060216985	5.75	353	\$ 1,141.72	\$ 1,101.17
EGEND-J	4181310000	4186685055	44.50	184	\$ 8,835.95	\$ 4,442.11
EGEND-J	4187410000	4180081339	77.00	366	\$ 15,289.16	\$ 15,289.16
EGEND-J	4198292081	4195311414	100.00	366	\$ 19,856.06	\$ 19,856.06
EGEND-J	4270010000	4270200894	84.00	366	\$ 16,679.09	\$ 16,679.09
EGEND-J	4704829524	4706899101	80.00	366	\$ 15,884.85	\$ 15,884.85
EGEND-J	4713272115	4717203347	40.00	319	\$ 7,942.42	\$ 6,922.49
EGEND-J	4876804418	4878877981	10.00	366	\$ 1,985.61	\$ 1,985.61
EGEND-J	4950241683	4958053445	20.00	366	\$ 3,971.21	\$ 3,971.21
EGEND-J	5016410000	5010097003	100.00	366	\$ 19,856.06	\$ 19,856.06
EGEND-J	5079057412	5072328310	75.00	366	\$ 14,892.04	\$ 14,892.04
EGEND-J	5088732269	5081583102	100.00	184	\$ 19,856.06	\$ 9,982.28
EGEND-J	5281310000	5280102097	30.00	366	\$ 5,956.82	\$ 5,956.82
EGEND-J	5339594374	5332202063	100.00	366	\$ 19,856.06	\$ 19,856.06
EGEND-J	5353310000	5350255505	100.00	366	\$ 19,856.06	\$ 19,856.06
EGEND-J	5381209303	5380104021	30.00	366	\$ 5,956.82	\$ 5,956.82
EGEND-J	5507460859	5505532005	30.00	366	\$ 5,956.82	\$ 5,956.82
EGEND-J	5649266952	5645505002	25.00	237	\$ 4,964.01	\$ 3,214.40
EGEND-J	5716529119	5718056527	50.00	202	\$ 9,928.03	\$ 5,479.40
EGEND-J	5808007926	5804421086	24.60	56	\$ 4,884.59	\$ 747.37
EGEND-J	5808510000	5800112453	45.00	366	\$ 8,935.23	\$ 8,935.23
EGEND-J	5844930376	5840198341	50.00	366	\$ 9,928.03	\$ 9,928.03
EGEND-J	6008510000	6005561535	19.00	366	\$ 3,772.65	\$ 3,772.65
EGEND-J	6059076294	6051299591	100.00	366	\$ 19,856.06	\$ 19,856.06
EGEND-J	6097239465	6094486167	50.00	184	\$ 9,928.03	\$ 4,991.14
EGEND-J	6191613086	6190119866	19.00	366	\$ 3,772.65	\$ 3,772.65

GPA NET METERING CUSTOMERS (NMC)
AS OF SEPTEMBER 30, 2024

Rate Class	Customer Number	Service Agreement Number	Size (KW)	NEM Days in FY2024	Estimated Annual Revenue Loss \$	FY2024 Estimated Revenue Loss \$
EGEND-J	6221066919	6222499530	100.00	184	\$ 19,856.06	\$ 9,982.28
EGEND-J	6280764285	6281778189	100.00	366	\$ 19,856.06	\$ 19,856.06
EGEND-J	6307125666	6300122000	100.00	188	\$ 19,856.06	\$ 10,199.29
EGEND-J	6769410000	6760130686	10.00	366	\$ 1,985.61	\$ 1,985.61
EGEND-J	7237863512	7232081036	73.80	151	\$ 14,653.77	\$ 6,045.68
EGEND-J	7650410000	7655621602	18.00	366	\$ 3,574.09	\$ 3,574.09
EGEND-J	7757897165	7755403963	21.00	366	\$ 4,169.77	\$ 4,169.77
EGEND-J	7938019427	7930259142	11.40	366	\$ 2,263.59	\$ 2,263.59
EGEND-J	8306110000	8300159786	100.00	366	\$ 19,856.06	\$ 19,856.06
EGEND-J	8516596147	8519663727	100.00	366	\$ 19,856.06	\$ 19,856.06
EGEND-J	8901870472	8900285974	27.00	366	\$ 5,361.14	\$ 5,361.14
EGEND-J	8969850416	8960234253	90.00	366	\$ 17,870.45	\$ 17,870.45
EGEND-J	9040547803	9044563229	100.00	366	\$ 19,856.06	\$ 19,856.06
EGEND-J	9064873736	9069987510	100.00	366	\$ 19,856.06	\$ 19,856.06
EGEND-J	9094582968	9096927219	100.00	184	\$ 19,856.06	\$ 9,982.28
EGEND-J	9167520161	9160359722	32.40	366	\$ 6,433.36	\$ 6,433.36
EGEND-J	9188720536	9189284588	100.00	366	\$ 19,856.06	\$ 19,856.06
EGEND-J	9194153257	9193046504	19.56	366	\$ 3,883.84	\$ 3,883.84
EGEND-J	9256386839	9250192092	20.00	366	\$ 3,971.21	\$ 3,971.21
EGEND-J	9405722927	9400254128	100.00	366	\$ 19,856.06	\$ 19,856.06
EGEND-J	9641031525	9640193587	40.00	47	\$ 7,942.42	\$ 1,019.93
EGEND-J	9667840741	9662433805	75.00	366	\$ 14,892.04	\$ 14,892.04
EGEND-J	9717210000	9710186516	25.00	366	\$ 4,964.01	\$ 4,964.01
EGEND-J	9747410000	9740187241	60.00	366	\$ 11,913.63	\$ 11,913.63
EGEND-J	9749608268	9740187310	77.40	366	\$ 15,368.59	\$ 15,368.59
EGEND-J	9780418035	9780297467	60.00	366	\$ 11,913.63	\$ 11,913.63
EGEND-J	9900510000	9900362017	10.00	366	\$ 1,985.61	\$ 1,985.61
EGEND-J	9958324801	9952476482	40.00	319	\$ 7,942.42	\$ 6,922.49
EGEND-J TOTAL			95		\$ 1,172,668.94	\$ 994,482.39

EGEN-G	0081421708	0080001811	12.80	366	\$ 3,188.97	\$ 3,188.97
EGEN-G	0104510000	0106591694	25.00	366	\$ 6,228.46	\$ 6,228.46
EGEN-G	0260310000	0268474178	41.54	366	\$ 10,349.22	\$ 10,349.22
EGEN-G	0390040690	0396941257	11.39	366	\$ 2,837.69	\$ 2,837.69
EGEN-G	0433210000	0433319702	22.00	366	\$ 5,481.05	\$ 5,481.05
EGEN-G	0480862119	0483996336	100.00	182	\$ 24,913.86	\$ 12,388.86
EGEN-G	0480862119	0486854143	100.00	182	\$ 24,913.86	\$ 12,388.86
EGEN-G	0518022923	0510337017	11.02	366	\$ 2,745.51	\$ 2,745.51
EGEN-G	0747210000	0740014763	10.00	366	\$ 2,491.39	\$ 2,491.39
EGEN-G	0847600000	0849401188	27.54	366	\$ 6,861.28	\$ 6,861.28
EGEN-G	0885158983	0883855609	4.73	366	\$ 1,178.43	\$ 1,178.43
EGEN-G	0906210000	0900287748	20.00	366	\$ 4,982.77	\$ 4,982.77
EGEN-G	0913900000	0910018102	41.60	366	\$ 10,364.16	\$ 10,364.16
EGEN-G	1103377780	1100021768	9.00	366	\$ 2,242.25	\$ 2,242.25
EGEN-G	1104510000	1100398371	25.00	366	\$ 6,228.46	\$ 6,228.46
EGEN-G	1125570118	1126843807	12.00	366	\$ 2,989.66	\$ 2,989.66
EGEN-G	1144479109	1140211201	21.00	366	\$ 5,231.91	\$ 5,231.91
EGEN-G	1226084384	1220024258	19.00	366	\$ 4,733.63	\$ 4,733.63
EGEN-G	1228154871	1228501646	19.72	366	\$ 4,913.01	\$ 4,913.01
EGEN-G	1232464383	1230295086	7.50	19	\$ 1,868.54	\$ 97.00
EGEN-G	1240210000	1240295390	42.50	366	\$ 10,588.39	\$ 10,588.39
EGEN-G	1315815464	1310848294	37.76	366	\$ 9,407.47	\$ 9,407.47
EGEN-G	1369502285	1365062980	5.75	13	\$ 1,432.55	\$ 50.88
EGEN-G	1389881755	1380027789	9.60	366	\$ 2,391.73	\$ 2,391.73
EGEN-G	1405239604	1407451655	100.00	366	\$ 24,913.86	\$ 24,913.86
EGEN-G	1496976617	1490248210	57.60	366	\$ 14,350.38	\$ 14,350.38
EGEN-G	1684698495	1680033446	8.30	366	\$ 2,067.85	\$ 2,067.85
EGEN-G	2004600000	2009500145	55.50	366	\$ 13,827.19	\$ 13,827.19
EGEN-G	2133436299	2132693445	84.00	366	\$ 20,927.64	\$ 20,927.64
EGEN-G	2359314743	2353002091	13.80	366	\$ 3,438.11	\$ 3,438.11
EGEN-G	2371563017	2370046536	8.75	366	\$ 2,179.96	\$ 2,179.96
EGEN-G	2384410000	2380257586	80.00	182	\$ 19,931.09	\$ 9,911.09
EGEN-G	2462010000	2460048181	1.00	366	\$ 249.14	\$ 249.14
EGEN-G	2513800000	2510049181	1.00	366	\$ 249.14	\$ 249.14
EGEN-G	2524175176	2520223078	5.00	366	\$ 1,245.69	\$ 1,245.69
EGEN-G	2638867160	2636754793	50.00	366	\$ 12,456.93	\$ 12,456.93
EGEN-G	2834977268	2838585612	100.00	366	\$ 24,913.86	\$ 24,913.86

**BEFORE THE GUAM PUBLIC UTILITIES COMMISSION
REGULAR MEETING
SUITE 202, GCIC BUILDING
414 W. SOLEDAD AVE., HAGATNA, GUAM
6:30 p.m., March 31, 2022**

Agenda

- 1. Call to Order**
- 2. Approval of Minutes of February 24, 2022**
- 3. Public Comment
Dr. William Weare, MD (“PUC Proposals (Four)”)**
- 4. Port Authority of Guam**
 - PAG Docket 22-03, Petition of the Port Authority for PUC Review and Approval of the Procurement Contract Award to JJ Global Services for the Construction to Repair and Upgrade the EQMR Building, IFB-PAG-CIP-021-010, ALJ Report, and Proposed Order**
- 5. Guam Power Authority**
 - GPA Docket 22-07, Petition to Approve Cabras Unit #2 Major Overhaul, PUC Counsel Report, and Proposed Order**
 - GPA Docket 22-09, Petition to Approve the Contract Award for Merchant Services for GPA and GWA, ALJ Report, and Proposed Order**
 - GPA Docket 22-10, Petition of the Guam Power Authority to Approve a Bond Issuance to Refinance a Portion of the Outstanding 2012 Revenue Bonds, ALJ Report, and Proposed Order**
 - GPA Docket 22- 05, PUC Review of the Levelized Energy Adjustment Clause (LEAC) Factor pursuant to Tariff Z, ALJ Report, and Proposed Order**
- 6. Adjournment.**

**PUBLIC UTILITIES COMMISSION
OF GUAM**

Jeffrey C. Johnson
Chairman

Rowena E. Perez-Camacho
Vice Chairwoman

Commissioners

Joseph M. McDonald
Michael A. Pangelinan
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Lourdes R. Palomo
Administrator

Frederick J. Horecky
Chief Administrative Law Judge

Joseph R. Alcantara
Administrative Law Judge

Anthony R. Camacho
Legal Counsel

June 6, 2022

Dear Dr. Weare:

On March 31, 2022, you were provided an opportunity by the Guam Public Utilities Commission (PUC) to present certain complaints that you have against the Guam Power Authority ("PUC Proposals (Four)").

Each of your four "proposals" are complaints against the Guam Power Authority concerning such matters as its bookkeeping method for Private Rooftop Solar (PRS); that GPA does not submit an annual "Cost Burden Analysis" regarding the impact of PRS; that GPA should change the timing of its calculation of excess PRS power credit available to the end of each month (in an apparent effort to eliminate the GPA customer charge); and that GPA should utilize a new proposed formula to pay its PRS customers for the renewable power provided to GPA.

On June 2, 2022, you requested that PUC Administrator Lou Palomo place your complaint on the upcoming PUC agenda "as it has yet to be resolved."

The Guam Public Utilities Commission lacks jurisdiction over your complaint at the present time. You have not complied with the provisions of the Public Utilities Fair Practices Act, 12 GCA CH. 13 (see copy enclosed).

Your complaint concerns practices and procedures of GPA regarding the net metering program. Under the Public Utilities Fair Practices Act, the PUC only has jurisdiction concerning a complaint against GPA if the following conditions are satisfied: (1) a customer who believes that he has been harmed by action of GPA has submitted a

customer complaint to GPA; (2) the customer has received an "agency statement" prepared by GPA which responds to your complaint; (3) the customer, within thirty (30) days of the issuance of the agency statement takes an **appeal** to the Commission, which shall then have jurisdiction to resolve the dispute. You have not satisfied any of the required conditions for PUC review.

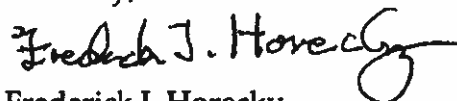
You have not demonstrated that you ever filed your four complaints with GPA, or that you received an "agency statement" concerning such complaints. You have not presented an "agency statement" indicating that your complaint has been investigated by GPA or that GPA has provided you with a statement indicating your right of appeal to the PUC.

The PUC would only have jurisdiction to hear your complaint, if at all, as an "appeal". Before you bring an appeal to the PUC, you must first exhaust your administrative remedies with GPA and comply with all the requirements of the Public Utilities Fair Practices Act.

Should you wish to pursue your complaints, I suggest that you file them with GPA. Furthermore, since the Guam Consolidated Commission on Utilities is the governing body of GPA, action on your complaints by that body may also be required. 12 GCA CH. 79.

For the reasons stated herein, the PUC will not place your complaints upon the upcoming PUC meeting agenda or take any further action on your complaints at the present time. Please let me know if you have any questions in this regard.

Sincerely,



Frederick J. Horecky
Chief Administrative Law Judge

cc: Lourdes Palomo
PUC Administrator

12 GCA AUTONOMOUS AGENCIES
CH. 13 PUBLIC UTILITIES FAIR PRACTICES ACT

CHAPTER 13
PUBLIC UTILITIES FAIR PRACTICES ACT

- § 13101. Short Title.
- § 13102. Definitions.
- § 13103. Complaints.
- § 13104. Appeal From Agency Action.
- § 13105. Appeals: Commission Rules.

§ 13101. Short Title.

This Chapter may be cited as the *Public Utilities Fair Practices Act*.

SOURCE: Enacted as GC §21150 by P.L. 14-30 (5/31/1977).

§ 13102. Definitions.

As used in this Chapter:

(1) *Customer* means a person standing in contractual relationship with the Guam Waterworks Authority or the Guam Power Authority whereby said contract calls for the respective agency to supply the customer with water or power, respectively.

(2) *Agency* means the Guam Waterworks Authority and the Guam Power Authority, as may appear from the context.

(3) *Commission* means the Public Utilities Commission.

(4) *Customer complaint* means the complaint filed with an agency detailing reasons why a customer believes an agency billing is erroneous or an agency action is harmful to him.

(5) *Agency statement* means a written statement prepared by the agency involved responding to a customer complaint.

(6) *Deposit* means a cash deposit to be made at the time a customer complaint is filed. The deposit shall be in an amount equal to the amount of a disputed billing provided that the deposit shall not exceed an amount equal to the average of three (3) months' billing prior to the time that the dispute arose.

SOURCE: Enacted as GC §21151 by P.L. 14-30. Subsection (3) repealed/reenacted by P.L. 16-49:7; 20-31:1; 20-66:1. Subsection (d) repealed/reenacted by P.L. 16-49:7. Subsections (1) and (2) repealed and reenacted by P.L. 27-110:11.

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§ 13103. Complaints.

A customer who in good faith believes that he has been incorrectly billed for services by an agency or harmed by another action of the agency except a rate increase may submit a customer complaint to the agency involved. Upon receipt of the customer complaint and the proper deposit, in the case of a billing dispute, the agency shall investigate the matters raised in the customer complaint. The agency shall forthwith furnish the customer with a statement indicating the right of appeal provided by §21153. Within thirty (30) days, the agency shall respond to the customer as to its findings with respect to the complaint. If required, the agency shall make an adjustment of account including a credit for or return of any deposit or part of deposit and interest at the rate of nine percent (9%) per annum if the agency statement indicates an adjustment is due a customer. However, if the agency indicates that the dispute should be resolved in favor of the agency, then if it is a billing dispute, the customer's account shall be charged an additional amount equal to the amount of interest payable at the rate of nine percent (9%) per annum on the disputed amount during the time of pendency of the investigation. The deposit shall be deemed paid over to the agency. If the agency determines that one of its actions has harmed the customer, then it shall pay to the customer liquidated damages for such action and interest at the rate of nine percent (9%) from the time the complaint was made with the agency to its resolution. Disconnection or termination of services shall not be undertaken by the agency with respect to the disputed amount until the expiration of thirty (30) days from the date the statement required by this Section shall be mailed to the customer.

SOURCE: Enacted as GC §21152 by P.L. 14-30. Repealed/reenacted by P.L. 16-49:8.

§ 13104. Appeal From Agency Action.

(a) If an agency statement is adverse to a customer, the customer may within thirty (30) days of the issuance of the agency statement take appeal to the Commission which shall have jurisdiction to resolve the dispute. During the pendency of said appeal, no action adverse to the customer with respect to the disputed amount may be undertaken. The taking of appeal pursuant to this section shall operate as a stay. The deposit shall remain in escrow until resolution of the appeal.

(b) If the agency's determination is reversed by the Commission, then the Commission shall award reasonable attorney's fees to the

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customer and costs. The remedies contained in this section are not exclusive, and the customer may, at the customer's sole option, proceed under this section, under Section 100 of Chapter III-B of Title I of the Guam Code of Civil Procedure, or may pursue any other remedies available.

(c) Advance notice of a proposed filing for change of rates or tariffs by a utility must be filed not less than one hundred twenty (120) days prior to the filing of the application and not more than one hundred fifty (150) days prior to such filing.

SOURCE: Enacted as GC §21153 by P.L. 14-30. Amended by P.L. 16-49:9; 20-31:3; 20-66:2.

§ 13105. Appeals: Commission Rules.

The Commission shall promulgate rules and regulations for entertaining the appeals provided by § 13104 of this Chapter.

SOURCE: Enacted as GC §21154 by P.L. 14:30. Amended by P.L. 16-49:10; 20-31:2.
