### MARIANNE WOLOSCHUK 1 2

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Legal Counsel

Guam Power Authority Gloria B. Nelson Public Building

688 Route 15, Mangilao, Guam 96913

Telephone: (671) 648-3203 Fax No. (671) 648-3290

Email: mwoloschuk@gpagwa.com

Counsel for Guam Power Authority



### BEFORE THE GUAM PUBLIC UTILITIES COMMISSION

IN THE MATTER OF: AMENDMENT TO UKUDU POWER PLANT ENERGY CONVERSION AGREEMENT	) GPA DOCKET NO. 25-12 ) ) PETITION OF THE GUAM POWER ) AUTHORITY TO AMEND THE UKUDU ) POWER PLANT ENERGY CONVERSION ) AGREEMENT TO PERMIT GPA TO PAY ) FOR ADDITIONAL TESTING
	) ) )

The Guam Power Authority (GPA) hereby petitions the Public Utilities Commission of Guam (PUC) to review and approve GPA's request to amend the Energy Conversion Agreement (ECA) between GPA and Guam Ukudu Power LLP (GUP) to allow GPA to pay for additional pre-commissioning testing which will result in additional energy support services from Ukudu Power Plant (Ukudu).

### I. Background

GPA entered into an ECA with GUP in November 2019. The ECA has been amended and restated several times, mostly recently on July 26, 2024, in the Third Amended and Restated ECA. The current iteration of the ECA provides in article 3.2.2: "Prior to the Commercial Operation Date, GPA shall not pay for energy delivered to GPA during Testing and Commissioning."

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Petition of the Guam Power Authority to Amend the Ukudu Power Plant Energy

Conversion Agreement to Permit GPA to Pay for Additional Testing GPA Docket No. 25-12

Recently, Ukudu has been undergoing testing in anticipation of the Commercial Operation Date (COD) in September 2025. The plant has conducting testing of the simple cycle process, as well as the combined cycle operations. Both tests have generated muchneeded additional energy. During this time, GPA has seen a 10MW surge in demand over the past year and reached its highest peak yet of 259MW on April 25, 2025. At the same time, several plants are currently undergoing long-needed overhaul and repairs, while others are experiencing unscheduled outages.

GPA notes that the additional energy produced by Ukudu testing has had the welcome side-effect of mitigating the risk of load shedding by providing supplemental energy at a time of high demand. Since customer demand is expected to rise still higher in summer as temperatures increase, GPA has entered into discussions with GUP to commission additional testing, with a view toward not only potentially accelerating the COD but also providing additional test energy prior to that date.

The parties have agreed that, during the period of additional testing, GPA will pay for Ukudu's services in the approximate amount of \$4.9 million. These costs, however, will be more than offset by the approximately \$10 million in savings from energy produced by the more efficient new power plant, resulting in a net savings of approximately \$5.1 million. (The figures are approximate due to the variable component of the cost stemming from the actual number of kilowatt hours of energy provided by the additional testing.)

To accomplish the additional testing to the satisfaction of both parties, GPA requires an amendment to the ECA that will allow GPA to pay for additional testing during Ukudu's precommissioning period. Exhibit A, attached to this petition, contains the draft ECA Amendment agreed by the parties. The amendment allows GPA to pay for additional testing prior to COD, while a separate Schedule 3-1, which is part of the ECA amendment, outlines the specific

terms and conditions of the parties' agreement within the original ECA Schedule 3 governing Commissioning and Testing.

At its regular meeting on April 22, 2025, the Consolidated Commission on Utilities (CCU) passed a resolution approving the General Manager to enter into an agreement with GUP to pay for \$4.9 million of additional test energy. *See* Ex. B (CCU Resolution No. FY2025-16, Apr. 22, 2025). Due to an inadvertent oversight, the CCU did not have the benefit of the knowledge that the ECA as currently drafted does not allow GPA to pay for pre-COD test energy. The CCU did, however, in principle approve the underlying goals of the agreement, namely, for GPA to purchase additional test energy from Ukudu pre-COD for \$4.9 million.

At the CCU's next meeting on May 27, 2025, GPA will ask the CCU to amend Resolution No. FY2025-16 to authorize the GM to petition the PUC to amend the ECA and allow GPA to pay for \$4.9 million of additional test energy during the pre-commissioning period. Due to the time expended seeking the necessary regulatory approvals, the dates for purchasing additional test energy will change. But because the changes to the resolution affect only its form and not its substance, GPA expects the CCU to grant the request and amend the resolution. GPA will then supplement this petition with a copy of the CCU's amended resolution.

### **II.** Request for Approval

The PUC's contract review protocol requires PUC authorization for all contracts in excess of \$1.5 million. The estimated cost in this instance is approximately \$4.9 million, triggering the need for the PUC's review and approval. GPA hereby petitions the PUC for its review and approval of the amendment to the ECA, including Schedule 3-1, to allow GPA to

pay \$4.9 million for additional energy produced during Ukudu's pre-commissioning test period.

### **III. Conclusion**

Based on the foregoing, GPA requests that the PUC approve GPA's request to amend the ECA so that GPA can purchase additional test energy during the upcoming months prior to the commissioning of Ukudu later this year in September. Because it will save ratepayers money and help GPA avoid load shedding, this petition is reasonable, necessary, and prudent.

Respectfully submitted this 9th day of May, 2025.

Attorney for Guam Power Authority

By: Woloschuk

MARIANNE WOLOSCHUK

**GPA Legal Counsel** 

## AMENDMENT NO. 1 TO THIRD AMENDED AND RESTATED ENERGY CONVERSION AGREEMENT

This Amendment No. 1 to Third Amended and Restated Energy Conversion Agreement (hereinafter referred to as "Amendment") is made and entered into as of May \_\_\_, 2025, by and between the GUAM POWER AUTHORITY ("GPA"), whose address is Gloria B. Nelson Public Service Building, 688 Route 15 Fadian, Mangilao, Guam 96913, and GUAM UKUDU POWER ("GUP"), whose mailing address is 105 Inda Street, Suite 107, PMB 1053, Dededo, Guam 96929 (hereinafter referred to collectively as the "Parties" and each individually a "Party").

### RECITALS

WHEREAS, reference is made to that Energy Conversion Agreement, dated November 5, 2019, by and between GPA and GUP, as amended and restated by that Amended and Restated Energy Conversion Agreement dated March 17, 2021 and that certain letter agreement "re: Energy Conversion Agreement dated 5 November 2019" dated December 10, 2021, and further amended and restated by that Second Amended and Restated ECA dated September 30, 2022, and further amended and restated by the Third Amended and Restated ECA dated July 26, 2024, and as may be further amended, restated and/or modified from time to time ("ECA"), wherein GUP shall, in accordance with the terms and conditions set forth in the ECA, develop, design, permit, finance, construct, test, commission, complete, own, insure, operate and maintain an electric power plant (the "Facility") and a related BESS Facility (collectively with the Facility, the "Project Facilities") on a build, own, operate and transfer basis to provide electric power capacity and net energy output to GPA (the "Project"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the ECA;

**WHEREAS**, the Required Commercial Operation Date ("RCOD") of the Project Facilities is September 30, 2025;

**WHEREAS**, pursuant to Article 7 of the ECA, GUP is obligated to test the Project Facilities prior to the Commercial Operation Date ("COD") and is currently Testing the Project Facilities to ensure Commissioning of the Project Facilities is achieved by the RCOD;

WHEREAS, in accordance with the terms and conditions set forth herein, the Parties desire GUP to increase the daily total hours of Testing of the Facility in order to reduce the risk of any delays to and to facilitate the achievement of Commissioning of the Project Facilities by the RCOD, and GPA is willing to compensate GUP for the costs associated with the additional Testing hours and the power produced during such additional Testing hours, which will provide needed supplemental power to the local grid;

**WHEREAS**, pursuant to Article 3.2.2 of the ECA, prior to the Commercial Operation Date, GPA is prohibited from paying for energy delivered to GPA during Testing and Commissioning ("Test Energy") and GPA and GUP desire to amend the ECA to allow GPA to purchase the Test Energy generated during the additional Testing hours and to set forth the terms for the purchase of power delivered to GPA during such additional Testing hours and for the payment of costs associated therewith.

**NOW THEREFORE**, GPA and GUP, in consideration of mutual covenants hereinafter set forth, do hereby AGREE to amend the ECA as follows:

**SECTION 1.** Article 3.2.2 of the ECA is hereby amended by restating and replacing it, in its entirety, with the following:

### 3.2.2 Test Energy

Prior to the Commercial Operation Date, GPA may pay for energy delivered to GPA during Testing and Commissioning on terms mutually agreed upon by the Parties that provide a benefit to ratepayers. Such agreement shall be set forth in an amendment to this Agreement setting forth the terms for the purchase of power delivered to GPA during Testing and Commissioning.

**SECTION 2.** Pursuant to Article 3.2.2 of the ECA as amended herein, the Parties agree to increase the daily Testing hours and for the payment of the costs associated therewith and the energy produced from the additional testing hours in accordance with the terms set forth in Schedule 3-1 attached hereto, which shall be considered incorporated into and a part of the ECA.

### SECTION 3. MISCELLANEOUS PROVISIONS.

- A. **Governing Law; Jurisdiction**. This Amendment is made under and shall be governed and construed in accordance with the laws of Guam and the courts of Guam, and shall have jurisdiction over any and all disputes.
- B. **Severability**. If any provision of this Amendment shall be deemed by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be deemed stricken and the Amendment shall be enforced according to its valid and subsisting terms and provisions.
- C. **No Waiver**. The failure of either Party to insist upon strict compliance with any term, provision, or condition of this Amendment shall not be construed as a waiver of either Party's rights and remedies under this Amendment.
- D. **No Third-Party Beneficiaries**. No person other than GPA, and GUP are a party to this Amendment. There are no third-party beneficiaries of this Amendment and nothing in this Amendment, express or implied, is intended to confer on any person other than the Parties hereto (and their respective successors and permitted assigns), any rights, remedies, obligations or liabilities. GPA is not a party to any contract between GUP and any of GUP's contractors, and GPA shall not be responsible or liable for any issues resulting from this Amendment and the contracts between GUP and any other parties.
- E. **Effect on ECA**. Except as amended herein, the provisions, terms, and conditions of the ECA shall remain in full force and effect.
- F. **PUC Approval**. GPA is required by law to obtain prior approval from the Guam Public Utilities Commission before entering into, extending, or amending contracts that could impact rates. This approval process is described in PUC's February 15, 2008 Order, which is available for inspection. GPA certifies that it has complied with this requirement, if applicable, before entering into this Amendment.
  - G. **Approval by Lenders**. This Amendment is subject to approval by GUP's lenders.
- H. **Modification**. This Amendment may only be modified in writing signed by the Parties.
- I. **Assignment**. This Amendment may not be assigned by either Party other than by mutual agreement of the Parties in writing. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their permitted assigns.

J.	Counterparts.	. This Amendment may be executed in more than one counterpar	t,
each of which shall be	deemed to be an	original and all of which, when taken together, shall be deemed t	0
constitute one and the	same instrument.		

[Signature page follows]

IN WITNESS HEREOF, GPA and GUP have caused this Amendment No. 1 to Third Amended and Restated Energy Conversion Agreement to be executed as of the date set forth above.

	GUAM POWER AUTHORITY		GUAM UKUDU POWER LLC
By:		By:	
•	JOHN M. BENAVENTE, P.E.	·	JAESUK HAN
	General Manager		Chief Executive Officer
APP:	ROVED AS TO FORM:		
By:			
-	Marianne Woloschuk		
	GPA General Counsel		

### SCHEDULE 3-1 ADDITIONAL TESTING HOURS

#### SECTION 1. TERM.

- **A. Initial Term**. The initial term of Additional Testing Hours (defined below) shall be for a period beginning May 30, 2025, and expiring on September 6, 2025 (the "Initial Term"), unless sooner terminated as provided herein.
- В. Extended Term. Provided GPA is not in breach of any provision of this Schedule 3-1, before the expiration or earlier termination of the Initial Term, GPA may request to extend the Initial Term by providing five (5) days' prior written notice to GUP setting forth the period for extension. In the event the Parties agree to extend the Initial Term of Additional Testing Hours ("Extended Term"), the terms and conditions during the Extended Term shall be as provided in this Schedule 3-1, except that GPA agrees to pay a FOMC (defined below) of FORTY THOUSAND USD (\$40,000) per day for each day of the Extended Term, plus VOMC (defined below) at the rate of \$0.0020/kWh for actual net power generation delivered to GPA during the Extended Term. The FOMC shall be paid as follows: FOMC of EIGHTEEN THOUSAND TWO HUNDRED AND SIXTY-ONE USD (\$18,261) per day for each day of Additional Testing Hours until the end of the Extended Term, which shall be payable to GUP within five (5) working days of the end of the Extended Term, and FOMC of TWENTY-ONE THOUSAND SEVEN HUNDRED THIRTY-NINE DOLLARS (\$21,739) per day for each day of Additional Testing Hours until the end of the Extended Term, which shall be payable to Doosan Ukudu Power, LLC ("DUP") within five (5) working days of the end of the Extended Term. VOMC shall be paid by GPA to GUP within five (5) working days of GPA's receipt of an invoice issued by GUP.

# **SECTION 2. ADDITIONAL TESTING HOURS, POWER OUTPUT, AND SCHEDULE.** GUP agree to increase the daily total hours of Testing of the Facility ("Additional Testing Hours") as follows:

Period of Term	Additional Testing Hours	<b>Expected Power Output</b>
May 30, 2025 to June 12, 2025	5:00 PM to 8:00 AM	55.8 MW
June 13, 2025 to September 6, 2025	5:00 PM to 8:00 AM	135 MW

Provided, however, that the Additional Testing Hours may be paused for such times and on such days as deemed necessary by GUP in its sole discretion. GUP agrees to deliver to GPA, and GPA agrees to receive all the power generated during the Additional Testing Hours. GUP agrees to deliver at least sixty-one (61) days of power from the agreed commencement date of the Initial Term.

**SECTION 3. PAYMENT.** In consideration of GUP conducting Additional Testing Hours and for the power generated during the Additional Testing Hours and delivered by GUP to GPA during the Initial Term, GPA agrees to pay a lump sum Fixed Operations and Maintenance Charge ("FOMC") and a Variable Operations and Maintenance Charge ("VOMC") for actual net power generation delivered to GPA as follows ("Initial Term Payment"):

- A. **FOMC**. A total of FOUR MILLION SIX HUNDRED THOUSAND USD (\$4,600,000) payable by GPA as follows:
  - i) First installment of SIX HUNDRED THOUSAND USD (\$600,000) due on June 29, 2025, which shall be payable to DUP;

- ii) Second installment of SIX HUNDRED THOUSAND USD (\$600,000) due on July 29, 2025, which shall be payable to DUP;
- iii) Third installment of SIX HUNDRED THOUSAND USD (\$600,000) due on August 29, 2025, which shall be payable to DUP;
- iv) Fourth installment of TWO MILLION EIGHT HUNDRED THOUSAND USD (\$2,800,000) due at COD payable as follows:
  - a) SEVEN HUNDRED THOUSAND USD (\$700,000) payable to DUP; and
  - b) TWO MILLION ONE HUNDRED THOUSAND USD (\$2,100,000) payable to GUP.
- B. **VOMC**. The VOMC is \$0.0020/kWh and shall be calculated based on actual net power generation delivered by GUP to GPA during the Additional Testing Hours. Based on the Expected Power Output set forth above, the total estimated VOMC during the Initial Term is THREE HUNDRED THOUSAND USD (\$300,000). The actual total VOMC shall be paid by GPA to GUP within five (5) working days of receipt of an invoice issued by GUP at COD.
- **SECTION 4. TERMINATION.** Notwithstanding anything herein to the contrary, including Section 2, either Party may terminate the Additional Test Hours upon ten (10) days prior written notice to the other Party setting forth the effective date of termination ("Termination Date"). In the event of termination, GPA agrees to pay a prorated FOMC of Forty-Six Thousand Four Hundred Sixty-Five Dollars USD (\$46,466) per day for each day of Additional Testing Hours plus VOMC as follows:
- A. **FOMC**. A prorated FOMC of TWENTY-ONE THOUSAND TWO HUNDRED THIRTEEN USD (\$21,213) per day for each day of Additional Testing Hours until the Termination Date, which shall be payable to GUP within five (5) working days of the Termination Date, and a prorated FOMC of TWENTY-FIVE THOUSAND TWO HUNDRED FIFTY-THREE USD (\$25,253) per day for each day of Additional Testing Hours until the Termination Date, which shall be payable to DUP within five (5) working days of the Termination Date;
- B. **VOMC**. VOMC at the rate of \$0.0020/kWh for actual net power generation delivered by GUP to GPA up to the Termination Date. VOMC shall be paid by GPA to GUP within five (5) working days of GPA's receipt of an invoice issued by GUP.

Notwithstanding the foregoing, in the event that: (1) the Facility has been Commissioned (as defined in the ECA) before the Termination Date, or (2) the Termination Date pursuant to a termination by GPA occurs after August 30, 2025, then in either event GPA shall remain liable to GUP for the full Initial Term Payment, payable in accordance with Section 3.

**SECTION 5. FUEL SUPPLY.** GPA agrees to supply the fuel required for the operation of the Facility pursuant to this Schedule at no additional cost to GUP. GPA and GUP shall mutually agree on the calculation of fuel based on the test schedules and average heat rate.



## **CONSOLIDATED COMMISSION ON UTILITIES**

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

1	GPA RESOLUTION NO. FY2025-16
2 3 4 5 6	AUTHORIZING THE GUAM POWER AUTHORITY (GPA) TO RECEIVE ADDITIONAL PRE-COMMISSIONING ENERGY SUPPORT SERVICES FROM UKUDU POWER PLANT
7	WHEREAS, the Ukudu Power Plant has been undergoing commissioning activities with the
8	expected Commercial Operation Date (COD) in September 2025; and
9	
10	WHEREAS, the Ukudu Power Plant has successfully tested up to 145MW gross power
11	through its simple cycle process and will be testing the steam turbine for combined cycle operations fo
12	its contracted capacity of 198MW in the coming months; and
13	
14	WHERES, GPA's average demand has seen an increased about 10 MW since 2024 reaching
15	its highest demand since Typhoon Mawar of 259MW on April 21, 2025; and
16	
17	WHEREAS, some testing activities of the Ukudu Power Plant have curbed loadshedding due
18	to low reserves while GPA generation units are down for scheduled and unscheduled outages; and
19	
20	WHEREAS, Guam Ukudu Power (GUP) has responded to GPA's request for additional
21	generation support outside of testing activities anticipating increased demands as we enter the summer
22	period when customer demand increases as temperature increases; and
23	WHEREAS CO. III I B. (CUR)
24	WHEREAS, Guam Ukudu Power (GUP) proposal includes the following:
25	<ul> <li>Additional service period from May 1, 2025 to August 24, 2025</li> </ul>
26	Available capacity shall be:
27	o 60 MW from May 1 – May 11
28	o 81 MW from May 12 – May 29
29	o 135 MW from May 30 – August 24
30	<ul> <li>Units may not be available every day as commissioning activities may require shutdown</li> </ul>

31	<ul> <li>Estimated costs are based on 75 days of operation and 151,875,000 kWh of energy</li> </ul>
32	produced at \$4.9M. This is an average cost of \$0.0323 per kilowatt-hr production rate;
33	and
34	
35	WHEREAS, the additional generation from the Ukudu Power Plant is projected to save
36	\$10,025,591 in fuel costs because of its higher efficiency than other generation units reducing the
37	amount of fuel to produce energy; and
38	
39	WHEREAS, the fuel savings will cover the cost of the contract and still yield savings to GPA
40	customers in the amount of \$5,125,591; and
41	
42	WHEREAS, GPA intends to petition the PUC that these services to be covered under the
43	Levelized Energy Adjustment Clause (LEAC) because of the direct fuel savings; and
44	
45	WHEREAS, GPA continues to work on the details for the agreement, however, due the
46	critical need for additional capacity to mitigate and/or avoid near-term load shedding, GPA requests
47	for the CCU's authorization to petition to the PUC to enter an agreement with GUP for the additional
48	generation support for up to \$4.9 M to be paid through LEAC; and
49	
50	
51	NOW THEREFORE, BE IT RESOLVED, by the CONSOLIDATED COMMISSION ON
52	UTILITIES as the governing body of GPA, and subject to the review and approval of the Public Utilities
53	Commission, as follows:
54	
55	1. The General Manager of the Guam Power Authority is hereby authorized enter into an agreement
56	with Guam Ukudu Power for additional generation support totaling up to \$ 4.9M to compensate
57	for the operation costs of the Ukudu Power Plant prior to the commercial operation date for the
58	period of May 1, 2025 to August 24, 2025 to be paid through LEAC.
59	
60	<b>RESOLVED</b> , that the Chairman certified and the Board Secretary attests to the adoption of this
51	Resolution.

DULY AND REG	ULARLY ADOPTED AN	ID APPROVED THIS 22 <sup>nd</sup> DAY OF APP
2025.		
Certified by:	1 Ar ch	Attested by:
FRANCIS E. SAI	NTOS	MELVIN F. DUENAS
Chairperson		Secretary
I, Melvin F. Duenas, Board my signature above do cert		ated Commission on Utilities, as evidenced b
, organizate above do cert	ny as tollows.	
	-	esolution duly adopted at a regular meeting of
The foregoing is a full, true	e, and accurate copy of the re	
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The foregoing is a full, true the members of Guam Con-	e, and accurate copy of the resolidated Commission on U	esolution duly adopted at a regular meeting of tilities, duly and legally held at a place proper present and the members who were present
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# Ukudu Power Plant Pre-Commissioning Support Services Update

Prepared for Consolidated Commission of Utilities

April 22, 2025

John M. Benavente, P.E. General Manager

# Ukudu Pre-Commissioning Proposal

# Provide capacity support service prior to the commissioning date of the Ukudu 198 MW Combined Cycle Power Plant

### **135MW Combined Cycle Capacity**



Capacity provided from May 1 to August 24, 2025



Operations of 60-135 MW at 15 hours/day beginning ~ May 1, 2025



75-day period, up to 115 days at 15 hours/day.

May not be available at times plant adjustments or corrective actions are needed.

## **Proposal Summary:**

135MW combined cycle capacity for 15 hours/day for a total of 75 days

Performance Pd (Min): 75 days

Performance Pd (Max): 115 days

Total kWh Production: 151,875,000 kWh

<u>Total Cost</u>: \$4,900,000

Average Cost: \$0.0323/kWh

Additional capacity curbs load shedding during high-demand summer months.

GPA estimates total fuel cost savings to ratepayers to be \$5.1M for period

# Production Cost Ukudu 135 MW Combined Cycle

Description	Combined Cycle Mode
Combined Cycle Thermal Efficiency	51.3%
Guaranteed BTU/kWh	6,694
Guaranteed Contingency 5%	5 7,046
ULSD	
BTU/ga	137,143
kWh/ga	l 19.46
\$/Bb	\$100.00
\$/ga	\$2.3810
Fuel Cost \$/kWh	\$0.1223
Proposal Cost \$/kWh	\$0.0323
Total Cost \$/kWh	\$0.1546

# Production Cost Existing System without UKUDU

Existing System Fuel \$/kWh	\$0.1883
LSRFO/ULSD \$/Gal	\$2.5238
LSRFO/ULSD \$/Bbl.	\$106.00
GPA net kWh/Gal	13.4

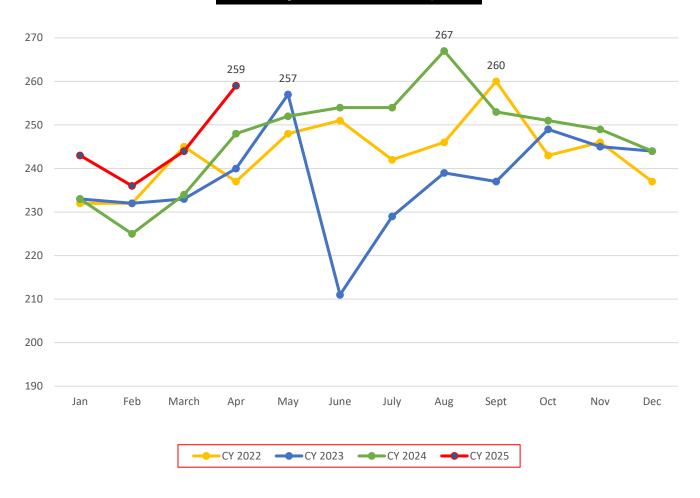
# CURBS LOAD SHEDDING & YIELDS RATEPAYER SAVINGS

Ukudu Variance/kWh (Savings)	(\$0.0337)
Min. kWh Production	151,875,000
Min. Fuel Cost for Ratepayers (Savings)	(\$5,125,591)

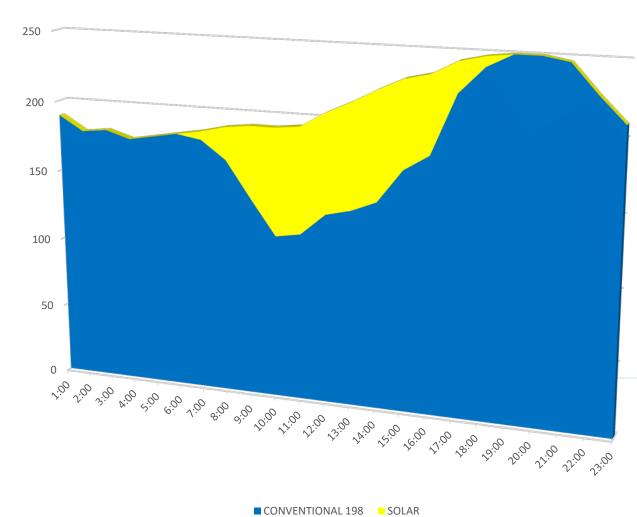
## **HISTORICAL PEAK DEMAND (MW)**

MONTH	CY 2023	CY 2024	CY 2025
JAN	233	233	243
FEB	232	225	236
MAR	233	234	244
APR	240	248	259
MAY	257	252	
JUN	211	254	
JUL	229	254	
AUG	239	267	
SEP	237	253	
ОСТ	249	251	
NOV	245	249	
DEC	244	244	

## Monthly Peak Demand (MW)







SUMMER MONTHS CAPACITY	Without Ukudu MW	With Ukudu MW
Cabras 1	33	33
Cabras 2	40	40
Piti 8	43	43
Piti 9	43	43
Aggreko (Temporary)	20	20
Piti 7	18	18
Yigo CT	20	20
Macheche CT	20	20
Dededo CT	30	30
Diesels	24	24
SUBTOTAL	291	291
Talofofo ESS	4	4
Orote	12	12
TOTAL	307	307
Peak Demand	265	265
Reserve	42	42
Two Largest Units Available	86	86
Capacity Balance	(44)	
Add Ukudu Combined Cycle		135
Capacity Balance Min. Req. Reserve	Exhibi	t B Page 8 of 91

### **RECOMMENDATION:**



CCU authorize General Manager to contract with GUP for pre-commissioning service up to his obligated authority of \$1.5M and to petition the PUC's approval for the entire 115-day period at a total cost of \$4.9M and to cover cost and savings under LEAC



The agreement will result in minimum fuel savings of \$5.1M for the 115-day period, Net of the agreement cost of \$4.9M. GPA will request PUC to allow agreed costs and savings to be under the LEAC protocol clause because all savings are from lower fuel cost which is passed on to the ratepayers



The agreement provides combined cycle capacity of 135MW which significantly curbs load shedding during our most vulnerable high demand period. Agreement bridges potential capacity shortfall to the Commissioning of Ukudu on or before September 15, 2025.