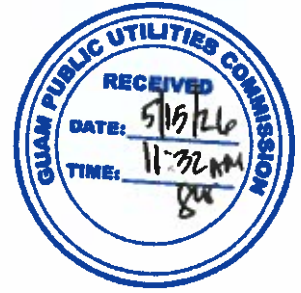


May 15, 2026

Via Email and Hand Delivery



Jeffrey C. Johnson
Chairman
Guam Public Utilities Commission
Hagåtña, Guam

Marianne Woloschuk
Guam Power Authority
Gloria B. Nelson Public Building
688 Route 15
Mangilao, Guam 96913

Dear Chairman and Commissioners:

Our offices represent Doosan Ukudu Power, LLC ("*Doosan*"). Doosan formally opposes GPA Docket 26-10: Petition of the Guam Power Authority to Amend the Ukudu Power Plant Energy Conversion Agreement to Permit GPA to Pay for Additional Testing (the "*Proposed Amendment*"). We respectfully request that the Commission deny the Proposed Amendment for the reasons stated below.

There is no written contract for grid support that Doosan provided from September 2025 through December 2025.

From September 2025 through December 2025, GPA requested that Doosan provide grid support to address generation shortages on the island. At GPA's request, Doosan supplied power to GPA's grid to avoid load shedding.

It is undisputed that there was no written contract in place for the grid support during this period.

After the fact, GPA and Guam Ukudu Power LLC ("GUP") agreed to compensation in the amount of \$6,148,441.00 for services already provided without a written contract in place. That amount does not cover all actual expenses incurred in providing grid support. GPA and GUP struck a deal without any contract in place and without any funding identified. GPA now asks the Commission to approve an amendment backdated as "effective October 1, 2025" for services that were provided by Doosan, not GUP.

Amending a contract after the fact violates the PUC's procedures and Procurement Law.

It is a basic rule of procurement that an agency cannot receive the benefit of services, agree to compensation after the fact, and then seek approval to procure those services. That is exactly what GPA is attempting to do here.

This is clearer when you compare how GPA handled the initial period of grid support. For the period beginning May 30, 2025, GPA followed the proper sequence: it adopted CCU Resolution Nos. FY2025-16 and FY2025-18, sought and obtained PUC approval in Docket 25-12 on May 29, 2025, and then executed Amendment No. 1 to the ECA on May 30, 2025, one day before services began. See Exhibit A. All parties knew in advance what the rates would be and what services were being contracted for.

Nothing comparable happened here. For the period from October 1 through December 14, 2025, no contract was in place, no rates were agreed upon in advance, and no PUC approval was sought before the services were provided. The Proposed Amendment seeks to cure that failure retroactively, months after the grid support was provided. This is inconsistent with the PUC's Contract Review Protocol, which requires *prior* PUC review of any obligation exceeding \$1,500,000. It is also an illegal expenditure under 5 GCA § 22401, which prohibits government officers from involving the government "in any contract or obligation for the payment of money in advance of an appropriation made for such purpose[.]"

The Proposed Amendment does not identify the source of funding for the \$6,148,441.00 payment. There is no indication that funding was appropriated or budgeted for this purpose before the services were provided. Despite negotiations between GPA and GUP, Doosan has not been provided with any information about what funding was available or how the compensation amount was determined and, as explained in more detail below, GPA has refused to produce documents that would answer those questions.

Where services have already been provided without a contract, one appropriate mechanism under Guam law is the government claims process. This process allows claims to be evaluated on their merits, including the actual costs incurred. A retroactive contract amendment bypasses that process and, here, would allow GPA and GUP to set terms of compensation without the participation of the party that actually provided the services.

The Proposed Amendment does not cover the actual costs incurred to provide grid support to GPA from September 2025 through December 2025.

Doosan has not been compensated for the power it supplied to GPA or for the significant costs associated with providing it. Despite Doosan's best efforts to reach an agreement on compensation with GPA, those efforts have stalled. Doosan has written to GPA in one last

attempt to resolve its claim for grid support costs in the amount of \$11,200,000.00, which includes costs for warranty extensions, manpower, consumables, and insurance. These expenses were necessary to provide the grid support GPA requested. If Doosan's claim is not resolved, Doosan will have no choice but to pursue all legal remedies to be made whole.

Doosan has also requested documents from GPA under the Sunshine Act relating to grid support and extension of time claims. Unfortunately, GPA has refused to turn over documents; in fact, it has refused to even identify the documents it has withheld or to provide the specific exemptions claimed. As a result, Doosan has been forced to file a Petition for Inspection of Public Records in the Superior Court of Guam to get information about what documents GPA has and is withholding. See Exhibit B.

Significant water issues caused delays and continue.

Another issue the Commissioners need to be made aware of is the water that is being supplied to the Power Plant. The Ukudu Power Plant was designed around GPA's commitment to supply clean, adequately treated effluent water for cooling plant equipment. GPA fell short. The effluent water delivered to the facility by GPA's sister utility, the Guam Waterworks Authority, was not fit for purpose. Independent testing revealed extremely elevated levels of contaminants including enterococci, orthophosphate, copper, zinc, and total dissolved solids far exceeding the specifications required under the project agreement.

The consequences were immediate and costly. The contaminated water caused direct facility contamination requiring a full shutdown for cleaning, repeated blockage of strainers throughout the facility, water pump failures, and interruption of commissioning activities. Rather than proceed under conditions that would cause premature equipment failure, Doosan commissioned an independent study, designed and installed enhanced filtration systems, and absorbed every dollar of that work. The schedule delays that followed were a direct result of GPA's and GWA's failure to deliver conforming water. See Exhibit C.

Conclusion

The Commission's review function is intended to protect ratepayers and the public by ensuring that utility contracting is prudent, transparent, and lawful. Approving an amendment that undercompensates a third-party provider while simultaneously retroactively addressing past services would set a harmful precedent. Doosan respectfully requests that the Commission decline to approve the Proposed Amendment.

Regards,



Michael J. Gatewood



Leevin T. Camacho

EXHIBIT A

BEFORE THE GUAM PUBLIC UTILITIES COMMISSION



IN THE MATTER OF:) GPA Docket 25-12
)
AMENDMENT TO UKUDU POWER)
PLANT ENERGY CONVERSION) ORDER
AGREEMENT)
)
)
)
)
)

INTRODUCTION

This matter comes before the Guam Public Utilities Commission ["PUC"] for approval of 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.¹

BACKGROUND

GPA entered into an ECA with GUP in November 2019. The ECA has been amended and restated a number of times, and the version currently in effect is the "Third Amended and Restated ECA."² Article 3.2.2 of the ECA provides: "Prior to the Commercial Operation Date, GPA shall not pay for energy delivered to GPA during Testing and Commissioning." GPA seeks to amend the ECA so that it can purchase additional testing power from GUP prior to the plant's commercial operation date.

¹ GPA Petition to approve GPA's Request to Amend the Energy Conversion Agreement and to pay for Additional Pre-Commissioning Testing, GPA Docket 25-12.

² Id. at p. 1.

Recently, the Ukudu Power Plant has been undergoing testing and commissioning activities, with the expected Commercial Operation Date in September 2025.³ The Ukudu power plant has successfully tested up to 145MW gross power through its simple cycle process and will be testing the steam turbine for combined cycle operations for its contracted capacity of 198MW in the coming months.⁴

Since 2024, GPA's average power demand has seen an increase of about 10MW, reaching its highest demand since Typhoon Mawar at 259MW on April 21, 2025. GPA further indicates that the peak demand has now reached 265MW.⁵ At the same time, several plants are currently undergoing long-needed overhauls in repairs while others were experiencing unscheduled outages.⁶ Piti 8 was down for over a week.

GPA submits that the additional energy produced by Ukudu testing has had the effect of mitigating the risk of load shedding by providing supplemental energy at a time of high demand. Customer demand, based on historical trends, is expected to rise still higher this summer as temperatures increase.⁷ In order to avoid the possibility of load shedding as demand increases, GPA proposes the purchase from GUP of additional power generated by the testing of the Ukudu plant.

GPA and GUP have negotiated a draft Amendment No. 1 to the Third Amended and Restated Energy Conversion Agreement which would enable GPA to purchase test

³ GPA Petition, Exhibit B, at p. 1; GPA Resolution No. FY2025-16, Authorizing the Guam Power Authority (GPA) to Receive Additional Pre-Commissioning Energy Support Services from Ukudu Power Plant, adopted and approved on April 22, 2025.

⁴ Id.

⁵ Conference between PUC ALJ Fred Horecky and GPA Counsel Marianne Woloschuk, CFO John Kim, and AGMO Jennifer Sablan on May 16, 2025; see also "Historical Peak Demand (MW) chart", GPA Petition, Exhibit B, at p. 7.

⁶ GPA Petition at p. 2.

⁷ Id.

energy generated during the additional testing hours, to set the terms for the purchase of power delivered to GPA during the additional testing hours, and to pay the costs associated therewith.⁸

The expected power output between May 30, 2025, and September 6, 2025, would be 135MW.⁹ The parties have now updated the agreed proposal to indicate that there will be 135 combined cycle capacity for 15 hours/day for a minimum of 65 days.¹⁰

The updated GPA Ukudu Cost Agreement Analysis indicates that GPA will pay GUP for the additional testing power in the approximate amount of \$4.9M. However, GPA contends that these costs will be offset by approximately \$9.2M in savings from energy produced by the more efficient new power plant, resulting in a net savings of approximately \$4,371,745.¹¹ In order to accomplish the additional testing, and to allow GPA to pay for additional testing during Ukudu's pre-commissioning, GPA requires an amendment to the ECA that will allow GPA to pay for additional testing during the Ukudu pre-commissioning period.

For a more detailed explanation of the cost breakdown, please see GPA Responses to Requests for Information attached to the ALJ Report as Exhibit "2".¹²

⁸ GPA Petition at Exhibit A, p. 1 (Amendment No. 1 to Third Amended and Restated Energy Conversion Agreement).

⁹ GPA Petition at Exhibit A, pgs. 5-6 (Schedule 3.1, Additional Testing Hours).

¹⁰ Ukudu Cost Agreement Analysis, submitted by GPA to ALJ Horecky on May 21, 2025, a true and correct copy of which is attached to the ALJ Report as Exhibit "1".

¹¹ Id. at Exhibit "1".

¹² GPA provided the ALJ with Responses to RFIs by email dated May 21, 2025.

The terms and conditions for the purchasing of such additional testing power are set forth in Schedule 3-1 Additional Testing Hours.¹³ There are also provisions for extending the initial term and providing for an extended term whereby GPA could continue to purchase additional testing power beyond September 6, 2025, until the COD.¹⁴

In GPA Resolution No. FY2025-16, the Guam Consolidated Commission on Utilities authorized GPA to compensate GUP for additional generation in an amount up to \$4.9M for the operation cost of the Ukudu power plant prior to the commercial operation date.¹⁵ GPA petitions the PUC to cover the cost of these services under the Levelized Energy Adjustment Clause (LEAC) because of the direct fuel savings.¹⁶

Since the aforementioned CCU Resolution did not request an amendment of the ECA to allow GPA to purchase energy during the testing period, the CCU amended Resolution No. FY2025-16 at its May 27, 2025 meeting, to allow the GPA General Manager to petition the PUC to amend the ECA and allow GPA to pay for \$4.9M of additional testing energy in the pre-commissioning period.¹⁷

ANALYSIS

I. GPA's Contract Review Protocol.

¹³ GPA Petition at Exhibit A, pgs. 5-6 (Schedule 3.1, Additional Testing Hours).

¹⁴ Id.

¹⁵ GPA Resolution No. FY2025-16, Authorizing the Guam Power Authority (GPA) to Receive Additional Pre-Commissioning Energy Support Services from Ukudu Power Plant, adopted and approved on April 22, 2025, GPA Petition at Exhibit B, p. 2.

¹⁶ Id.

¹⁷ GPA Petition at p. 3.

The GPA Contract Review Protocol requires that the PUC must review “any contract or obligation... which exceeds \$1,500,000.”¹⁸ Since the estimated cost for the purchase of additional testing power by GPA is approximately \$4.9M, prior PUC review and approval is required. GPA recognizes that prior PUC approval is required in Section F of Amendment No. 1 to Third Amended and Restated Energy Conversion Agreement.

II. GPA has justified the need for the purchase of additional testing power from GUP.

There has been an increase in Peak Demand to 265MW in May 2025.¹⁹ Prior peak demand for the months of May in 2023 and 2024 were 257MW and 252MW respectively. The increase in peak demand places additional load burdens upon the IWPS. GPA has established a standard that it should have sufficient generation capacity to survive an outage of its two largest available units. GPA’s calculation indicates that it could fall 44MW short in capacity without the additional power produced by the Ukudu plant.²⁰ With the minimum additional capacity of over 131,625,000 kWh from the additional test power, GPA should have sufficient power to prevent any undercapacity load imbalance.

On May 2, 2025, GPA issued a public notice indicating that the implementation of a rotating outage schedule was possible to address “an elevated risk of load shedding as key units are offline for necessary preventative maintenance or limited in capacity production and summer heat rises.” In the Notice, GPA indicated that it would file a

¹⁸ Contract Review Protocol for Guam Power Authority, Administrative Docket, dated February 15, 2007, at par. 1.

¹⁹ GPA Petition at Exhibit B, p. 8.

²⁰ GPA Petition at Exhibit B, p. 8.

petition before the PUC for “additional testing energy support from the Ukudu power plant during the peak summer months.”²¹

In its May 15, 2025, release (“GPA requests the Community to Conserve Power During Peak Hours”), GPA again asked customers to conserve power during the evening hours. It indicated that “GPA faces an increased risk of rotating outage as Baseload Unit Piti #8 remains offline for necessary engine overhaul or when other units operate at limited capacity.”²² Extended load shedding would present undesirable consequences for the people of Guam. GPA has proposed a reasonable and necessary plan to mitigate the potential of load shedding, which plan should prevent the harms that would result to customers.

III. GPA has presented a credible case that its plan to purchase additional testing power will produce cost savings for the ratepayers.

Cost savings are a benefit to ratepayers; however, even were there no cost savings from GPA’s plan to purchase additional testing power, it could be argued that the cost for such power is justified in order to prevent ongoing load shedding. The additional power serves a bridge to protect customers from load shedding until the Ukudu plant comes fully on line. It may be difficult to estimate the actual savings. The exact amount of power that will be purchased is unknown, and fuel prices could fluctuate. Also, there could be deviations in the guaranteed heat rate. Nevertheless, GPA has presented a plausible and reasoned argument that its plan to purchase additional testing power will produce cost savings for the ratepayers.

²¹ “GPA Continues to Urge Residents to Shift Peak Usage”, GPA Communications Release dated May 2, 2025.

²² GPA Press Release, GPA requests the Community to Conserve Power During Peak Hours, dated May 15, 2025.

GPA's case to demonstrate cost savings from its plan is set forth in the updated GPA Ukudu Cost Agreement Analysis (Exhibit "1").²³ GPA estimates that the total cost per kWh for the additional power generated purchased from the Ukudu plant is \$0.1596. However, the production cost for the existing system without the Ukudu plant is \$0.1883 (existing system fuel). Thus, the power produced by Ukudu is \$0.0288 per kWh less than the production cost for the existing system without Ukudu. Based upon a minimum kWh purchase of 131,625,000, GPA estimates that there will be savings from the purchase of the additional testing power from Ukudu in the amount of \$4,371,745. The reason for the variance is that the thermal efficiency of the Ukudu plant is far greater than for the existing system, and the Ukudu plant burns less fuel. The guaranteed BTU/kWh for Ukudu is 6,694; for the existing system BTU/kWh is likely over 12,000.²⁴

GPA agrees to supply the fuel required for the operation of the Ukudu plant for the testing period at no additional cost to GUP. 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-five (65) days of power from the agreed commencement date of the Initial Term.²⁵

ORDERING PROVISIONS

After review of the record herein, including GPA's Petition to Amend the Energy Conversion Agreement, and to allow GPA to purchase Additional Testing Power from

²³ Ukudu Cost Agreement Analysis, Exhibit "1".

²⁴ GPA Petition at Exhibit B, p. 6 (Production Cost Ukudu 135MW Combustion Cycle and Production Cost Existing System without Ukudu); Conference between PUC ALJ Fred Horecky and GPA Counsel Marianne Woloschuk, CFO John Kim, and AGMO Jennifer Sablan on May 16, 2025.

²⁵ Exhibit "1".

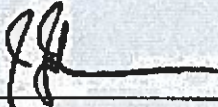
Guam Ukudu Power LLC, GPA's Responses to Requests for Information, and the ALJ Report, for good cause shown, on motion duly made, seconded and carried by the undersigned Commissioners, the Guam Public Utilities Commission **HEREBY ORDERS** that:

1. GPA's request to amend the ECA between GPA and GUP, and to authorize GPA to pay for the additional pre-commissioning testing, which would result in additional energy support services from the Ukudu power plant, is approved.
2. GPA is authorized to expend up to the amount of \$4,900,000 for such energy support services.
3. GPA is ordered to pay the Commission's regulatory fees and expenses, including, without limitation, consulting and counsel fees and the fees and expenses of conducting the hearing proceedings. Assessment of PUC's regulatory fees and expenses is authorized pursuant to 12 GCA §§12103(b) and 12125(b), and Rule 40 of the Rules of Practice and Procedure before the Public Utilities Commission.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

**Order
Amendment to Ukudu Power Plant
Energy Conversion Agreement
GPA Docket 25-12
May 29, 2025**

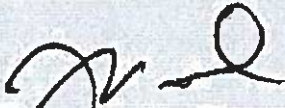
Dated this 29th day of May 2025.



**Jeffrey C. Johnson
Chairman**

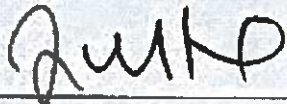


**Rowena E. Perez-Camacho
Commissioner**



**Joseph M. McDonald
Commissioner**

**Michael A. Pangelinan
Commissioner**



**Peter Montinola
Commissioner**

**Doris Flores Brooks
Commissioner**

EXHIBIT B

FILED
SUPERIOR COURT
OF GUAM

2026 MAY 12 PM 12: 58

CLERK OF COURT

BY: _____

1 **LEEVIN TAITANO CAMACHO, ESQ.**
2 **CAMACHO & TAITANO LLP**
3 101 Chalan Santo Papa, Suite 101
Hagåtña, Guam 96910
Telephone: (671) 989-2023

4 Attorneys for *Doosan Ukudu Power LLC & Michael J. Gatewood Esq.*

5
6 **IN THE SUPERIOR COURT OF GUAM**

8 **DOOSAN UKUDU POWER LLC and**
9 **MICHAEL J. GATEWOOD,**

10 **Petitioners,**

11 **vs.**

12 **JOHN M. BENAVENTE, P.E., in his**
13 **Individual and official capacity as**
14 **General Manager of Guam Power**
15 **Authority,**

16 **Respondent.**

) Special Proceeding No.:

) SP 0079 - 2

) **VERIFIED PETITION FOR**
) **INSPECTION OF PUBLIC RECORDS**

17 **VERIFIED PETITION FOR INSPECTION OF PUBLIC RECORDS**

18 **Petitioners Doosan Ukudu Power LLC (“Doosan”) and Michael J. Gatewood**
19 **(“Gatewood”) (collectively, “Petitioners”), pursuant to 5 GCA § 10111, respectfully**
20 **petition this Court for an order compelling Respondent John M. Benavente, P.E., in his**
21 **official capacity as General Manager of the Guam Power Authority (“GPA”), to disclose**
22 **public records withheld in response to a Sunshine Reform Act request. In support**
23 **thereof, Petitioners state as follows:**

1 **PARTIES**

- 2 1. Petitioner Doosan Ukudu Power LLC (“Doosan”) is a limited liability
3 company authorized to do business on Guam.
- 4 2. Petitioner Michael J. Gatewood (“Gatewood”) is an attorney licensed to
5 practice law on Guam.
- 6 3. Respondent John M. Benavente, P.E., is the General Manager of GPA and is
7 the public official responsible for compliance with the Sunshine Reform Act
8 of 1999, 5 GCA §§ 10101-10113 (the “Sunshine Act”).

9 **JURISDICTION**

- 10 4. This Court has jurisdiction pursuant to 5 GCA § 10111(b), which authorizes
11 any person to institute proceedings in the Superior Court of Guam to enforce
12 that person’s right to inspect or receive a copy of public records.

13 **FACTUAL ALLEGATIONS**

14 ***The Request***

- 15 5. On March 17, 2026, Gatewood submitted a written request to GPA pursuant
16 to the Sunshine Act on behalf of Doosan seeking public records in four
17 categories relating to: (a) Grid Support provided by Doosan; (b) Extension of
18 Time claims submitted by Guam Ukudu Power LLC (“GUP”) and/or Doosan;
19 (c) water issues at the Power Plant; and (d) communications between GPA
20 and GUP regarding Grid Support, the Extension of Time claim, and water
21 issues. The request covered the period from February 2025 to the present. Ex.
22 A.

- 1 6. The request asked GPA to provide a written explanation citing the specific
2 exemptions under the Sunshine Act for any records withheld.

3 ***GPA's Response***

- 4 7. On April 2, 2026, GPA produced 178 files. In an accompanying letter, GPA
5 stated that records falling under "the Sunshine Act exemptions in 5 GCA §
6 10108, such as for pending litigation, drafts of an agency, privileged attorney-
7 client communications and attorney work product are not subject to
8 disclosure and are not being produced."

- 9 8. On or about April 27, 2026, GPA made a supplemental production of 288
10 additional files.

- 11 9. On or about May 1, 2026, GPA made a third production of 42 files.

- 12 10. GPA has not identified any specific record being withheld and has not
13 provided the specific exemption applicable to any particular record.

14 ***Records Withheld***

- 15 11. The request sought records in four distinct categories: (a) Grid Support
16 provided by Doosan; (b) Extension of Time claims; (c) water issues at the
17 Power Plant; and (d) communications between GPA and GUP regarding these
18 subjects.

- 19 12. In response, GPA has produced several hundred pages of documents.

- 20 13. However, the productions contain significant gaps in time. Records of the type
21 produced for earlier periods are absent for later periods, even though, upon
22 information and belief, such records exist.

1 14. GPA has not identified the documents it has withheld or the applicable
2 exemption.

3 15. Without an identification of the records being withheld or the specific
4 exemption claimed for each, Petitioners have no ability to evaluate whether
5 the claimed exemptions are properly applied. It is this absence of information,
6 not just a disagreement over the merits of any particular exemption, that has
7 required the filing of this Petition.

8 **CLAIM FOR RELIEF - *Violation of the Sunshine Reform Act***

9 16. Petitioners incorporate by reference all prior allegations.

10 17. Under the Sunshine Act, every person has the right to inspect and take a copy
11 of any public document on Guam. 5 GCA § 10103(a). All records in the
12 possession of a government agency are presumed to be public records. 5 GCA
13 § 10111(c). The burden of establishing that a record falls within a statutory
14 exemption rests on the agency asserting it. *Id.*; *Ryan v. Birn*, 2024 Guam 11 ¶
15 16.

16 18. Petitioners submitted a valid request for public records to GPA on March 17,
17 2026.

18 19. The statutory period for GPA to respond has expired.

19 20. GPA has acknowledged that it is withholding responsive public records.


20 21. GPA's blanket assertion of exemptions without identifying the records
21 withheld or citing the specific exemptions applicable to each record is not
22 justified under the Sunshine Act.

1 **VERIFICATION OF MICHAEL J. GATEWOOD**

2 I, Michael J. Gatewood, declare under penalty of perjury under the laws of Guam
3 that the following is true and correct:

4 I am a Petitioner in this action. I submitted the Sunshine Reform Act request
5 described in this Verified Petition on behalf of my client, Doosan Ukudu Power LLC. I
6 have read the foregoing Verified Petition and know the contents thereof. The factual
7 allegations contained therein are true and correct to the best of my knowledge,
8 information, and belief.

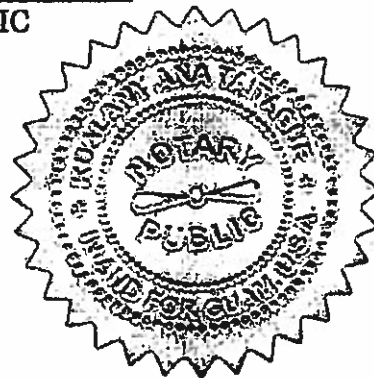
9 Executed on this 11th day of May 2026.

10 
11 _____
12 Michael J. Gatewood

13
14 SUBSCRIBED AND SWORN to before me this 11th day of May 2026.

15 
16 _____
17 NOTARY PUBLIC

18 **KUALANY ANA TAITAGUE**
19 **NOTARY PUBLIC**
20 In and for Guam, U.S.A.
21 My Commission Expires: AUG. 14, 2029
22 Commission Number NP: 25-0863P
23 551 Route 10 Apt. 101 PMB 503 Mangilao, GU 96913



VERIFICATION OF DOOSAN UKUDU POWER LLC

I, **Kyuchan Park**, declare under penalty of perjury under the laws of Guam that the following is true and correct:

I am authorized to make this verification on behalf of Petitioner Doosan Ukudu Power LLC. I have read the foregoing Verified Petition and know the contents thereof. The factual allegations contained therein are true and correct to the best of my knowledge, information, and belief.

Executed on this 11 day of May, 2026.



Kyuchan Park

General Manager/Project Manager

EXHIBIT A


LAW OFFICE OF
MICHAEL J. GATEWOOD

Guam Power Authority
1911 Route 16
Harmon, Guam 96913

Via email: jbenavente@gpagwa.com

RE: Request for Public Records under the Sunshine Reform Act of 1999

Hafa adai,

Pursuant to Guam's Sunshine Reform Act of 1999, I respectfully request access to and copies of the following public records maintained by the Guam Power Authority (GPA) and its agents:

For purposes of this request, the following definitions apply:

“Doosan” refers to Doosan Ukudu Power LLC.

“Grid Support” refers to any and all power supply, generation, or electrical support services provided by Doosan to GPA for purposes of supporting or supplementing GPA's electrical grid, including but not limited to any temporary or emergency power generation, and any associated technical reports, studies, analyses, or assessments.

“Extension of Time” or “EOT” refers to any request, claim, or submission by Doosan seeking additional time for performance under any contract or agreement with GPA, including but not limited to any claims related to or arising from liquidated damages.

“Power Plant” refers to any GPA power generation facility or plant site.

“Project” refers to any project, contract, or agreement between GPA and Doosan, Guam Ukudu Power LLC, or any prime contractor related to the Grid Support, EOT, or water issues described herein.

“GUP” refers to Guam Ukudu Power LLC or any affiliated entity acting as prime contractor, general contractor, or managing contractor involved in or related to the Project.

The specific records requested are as follows:

1. All notes, memoranda, records, drafts, correspondence, technical reports, studies, analyses, assessments, documents (electronic or hardcopy), and internal departmental emails and all external emails between GPA and any person, agency or business related to the Grid Support provided by Doosan from February 2025 to the present.
2. All notes, memoranda, records, drafts, correspondence, and documents (electronic or hardcopy), and internal departmental emails and all external emails between GPA and any


LAW OFFICE OF
MICHAEL J. GATEWOOD

person, agency or business related to the Extension of Time claim submitted by GUP and/or Doosan from February 2025 to the present.

3. All notes, memoranda, drafts, records, correspondence, and documents (electronic or hardcopy), and internal departmental emails and all external emails between GPA and any person, agency or business related to the water issues raised by GUP and/or Doosan at the Power Plant from February 2025 to the present.
4. All notes, memoranda, drafts, records, correspondence, and documents (electronic or hardcopy), and internal departmental emails and all external emails between GPA and any person, agency or business, that GPA has had with GUP regarding the Grid Support in 2025, the Extension of Time claim and the water issues related to the Project from February 2025 to the present.

If any portion of the requested records is withheld, please provide a written explanation citing the specific exemption(s) under the Sunshine Reform Act that justify such withholding, as required by 5 GCA § 10112. I also request that any reasonably segregable portion of otherwise exempt material be provided.

I would prefer to receive the records in electronic format if available, or otherwise in PDF format on a USB drive or other digital medium.

Please inform me in advance if any fees are anticipated for the processing of this request. If possible, I respectfully request that any fees be waived on the grounds that this request is made in the public interest and the disclosure of the records will contribute to public understanding of GPA's operations and expenditures.

Thank you for your attention to this request. I look forward to your timely response as required by 5 GCA § 10108.

Regards,



Michael J. Gatewood

EXHIBIT C

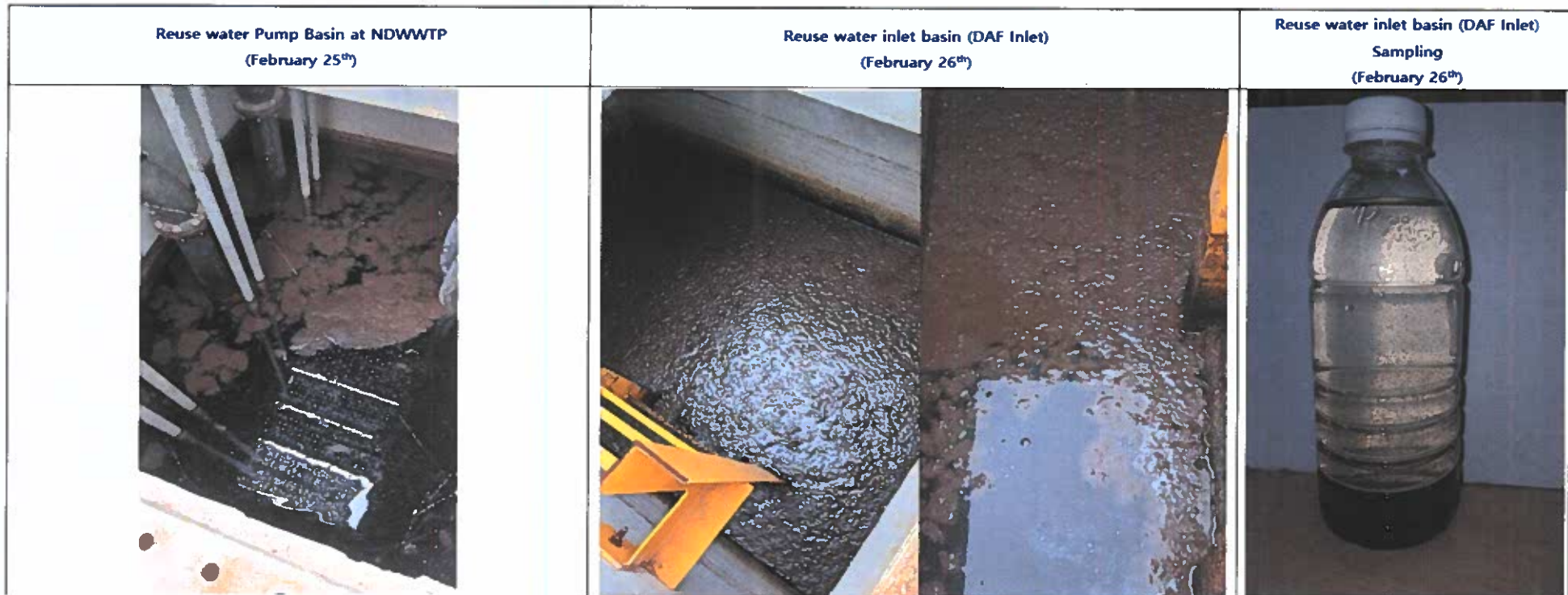
NDWWTP Reuse Water issues(February 26, 2025)

1. Status Summary and Findings

1) The reuse water supplied from NDWWTP to the Ukudu Power Plant has occasionally failed to meet the required design specifications for water quality. As a result, the water treatment system at the Ukudu Power Plant has been unable to sustain continuous operation.

2. History

1) During the commissioning of the Water Treatment Plant (WTP), a water quality issue with the reuse water from NDWWTP was identified. The initial issue was reported via email on Feb. 26. 2025



NDWWTP Reuse Water issues(April 12, 2025)

2) Following the initial water quality issue, multiple instances of water quality problems and foreign substance inflow were reported, prompting the installation of a temporary screen on the NDWWTP side. Since its installation, the temporary screen has frequently experienced clogging, necessitating cleaning twice a day.

[12th Apr. Strainer Cleaning]



PVC Pipe Fragments in the NDWWTP Reuse Water Pond



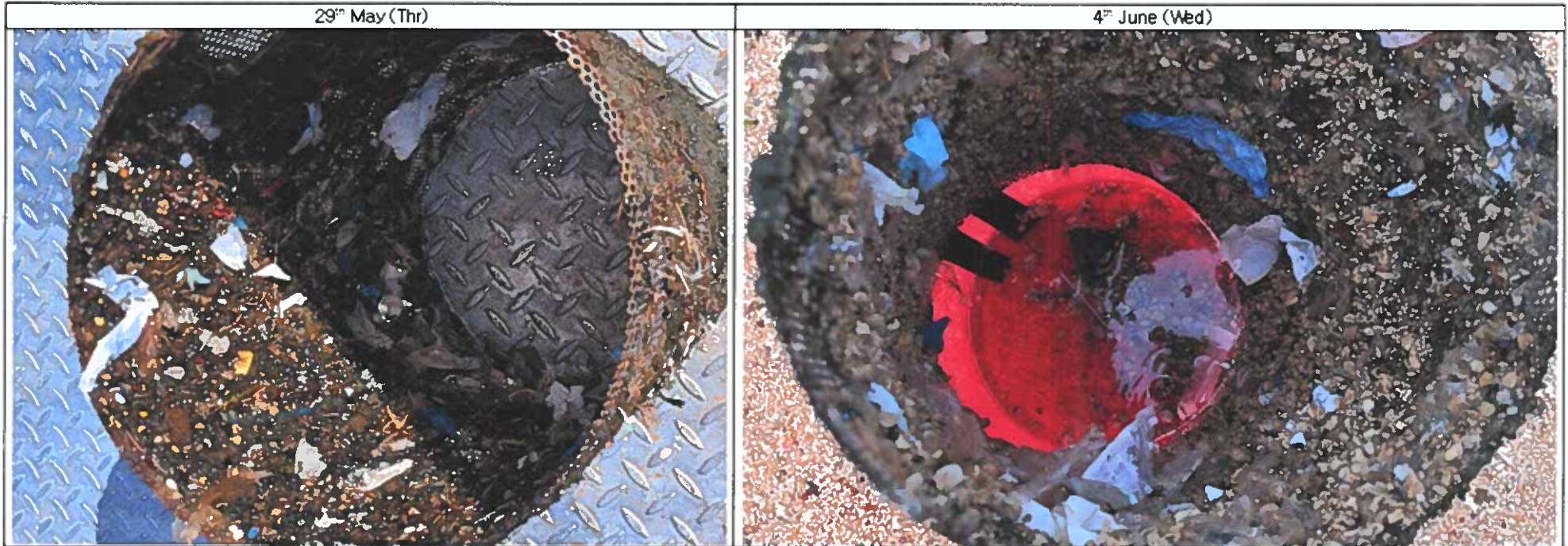
NDWWTP Reuse Water issues(May 14, 2025)

[14th May. Strainer Cleaning]



Ukudu Project_NDWWTP Reuse Water issues(May 29, 2025)

NDWWTP Reuse water pump Discharge Strainer : A large quantity of stone dust and other substances were found within one week.



NDWWTP Reuse Water issues(June 3,2025)

Reuse Water Screen Mesh: Temporarily Installed on the Reuse Water Slide Gate to block large debris coming from NDWWTP.
Installed on June 3rd at 9 AM



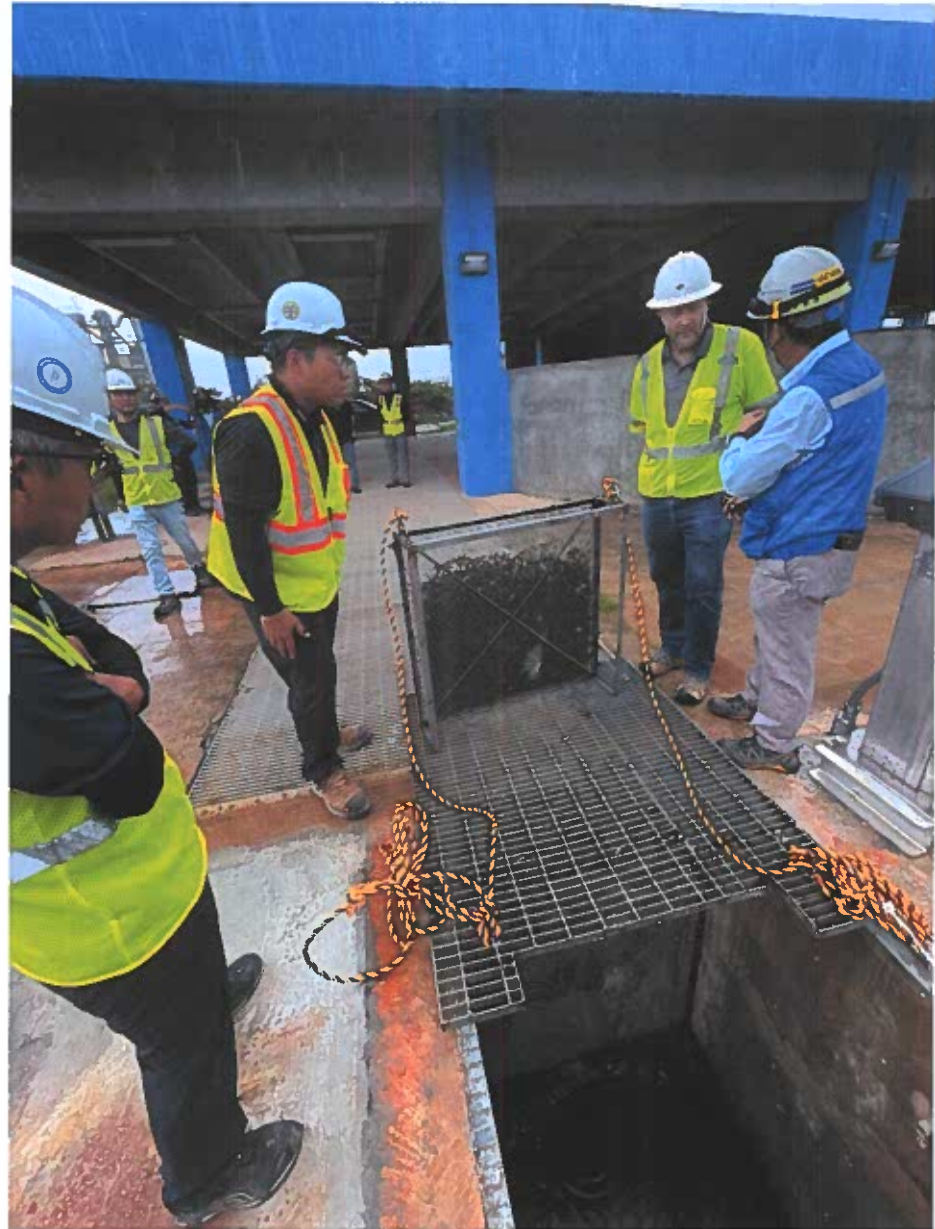
June 3rd at 2 PM



June 4th at 8 AM



NDWWTP Reuse Water issues(June 4,2025)_GPA/GUP investigation



NDWWTP Reuse Water issues(August21,2025)



NDWWTP Reuse Water issues(August 23,2025)



NDWWTP Reuse Water issues(August 25,2025)



NDWWTP Reuse Water issues(November6,2025)

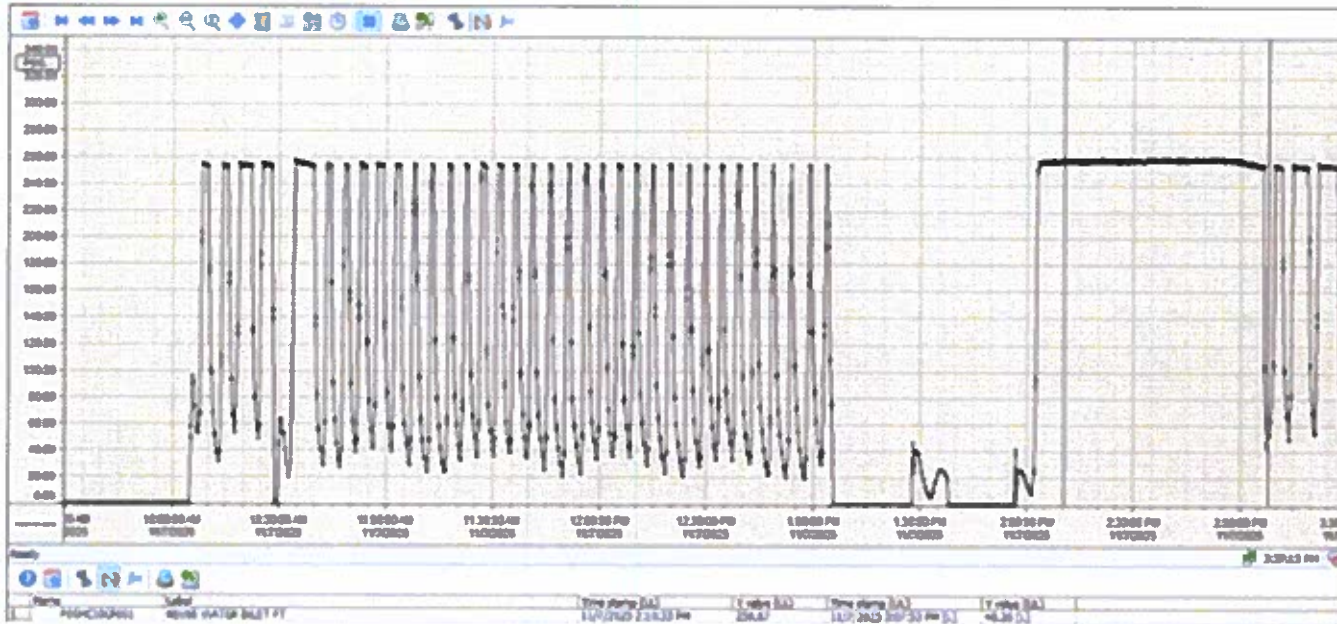


NDWWTP weir



Temp. strainer (before reuse water pump)

NDWWTP Reuse Water issues(November 7,2025)



Fluctuation of the Reuse water flow



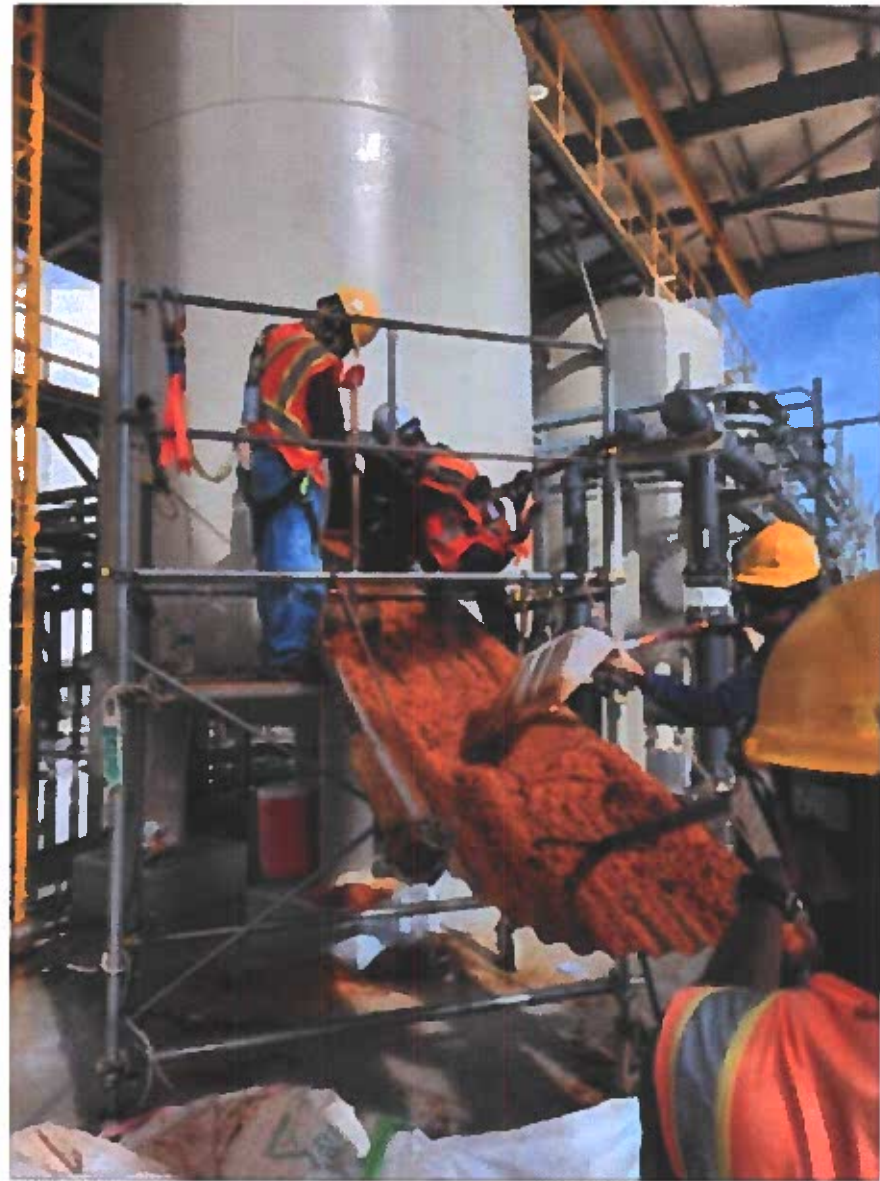
**Large amount of debris
- Nov. 07. 2025**

Following Page shows a example which direct impact on Ukudu Facility

Ukudu Plant_damaged(June 2,2025):Replacement strainer



Ukudu Plant_damaged(Sep. 26,2025):Replacement of the Resin strainer in Softener



Ukudu Plant_damaged(Sep. 26,2025):Replacement of the Resin strainer in Softener



Ukudu Plant damaged(Feb,2026):Water Pump Stuck



Delay Event Summary_Critical Path

