

**GOVERNMENT OF PUERTO RICO
PUBLIC SERVICE REGULATORY BOARD
PUERTO RICO ENERGY BUREAU**

NEPR
Received:
Nov 14, 2019
9:19 PM

IN RE:

**PUERTO RICO ELECTRIC POWER
AUTHORITY RATE REVIEW**

CASE NO.:

CEPR-AP-2015-0001; NEPR-AP-2018-0003

SUBJECT:

Compliance with October 30th, 2019
Order.

**INFORMATIVE MOTION REGARDING BILLING DISPUTE
RESOLUTION PROCESS AND ECO ELECTRICA L.P METER**

TO THE PUERTO RICO ENERGY BUREAU:

COMES NOW the Puerto Rico Electric Power Authority through the undersigned legal representation and respectfully sets forth and pray:

1. On October 30, 2019, several Puerto Rico Electric Power Authority (PREPA) officers appeared at a Technical Hearing in which the Puerto Rico Energy Bureau of the Public Service Regulatory Board (the “Energy Bureau”) inquired on the process that PREPA followed to timely file the reconciliations and proposed factors.

2. As part of the discussion held during the Technical Hearing, PREPA succinctly informed the Energy Bureau of the dispute resolution process of billing disputes between the co-generators AES-Puerto Rico, L.P. (AES-PR) and Eco Electrica L.P (ECO), the distributed energy producers (DG) and PREPA.

3. During the Technical Hearing, it was also informed that PREPA’s meter in the ECO plant was not producing an accurate reading of the Net Electrical Output and Dependable Capacity delivered data property to PREPA. The Energy Bureau requested PREPA to be inform on the process to repair or replace the meter.

I. BILLING DISPUTE RESOLUTION PROCESS WITH DISTRIBUTED GENERATION PRODUCERS

4. During 2008 to 2011, PREPA entered into several Renewable Power Purchase and Operating Agreements (the “DG Agreements”) with several DG. The DG Agreements have similar wording and include a specific dispute resolution process.

5. Most of the DG Agreements include the dispute resolution process in Article 22.12, which reads:

(a) If a dispute arises between the Parties regarding the application, interpretation, enforceability, validity, performance, or breach of this Agreement or matters arising therefrom or relating thereto, whether sounding in contract, tort, unfair competition, law, equity or any other legal form (a "Dispute"), then such Dispute shall be resolved solely by either a Technical Determination (as defined and subject to the terms set forth in (b) below) or a final and binding arbitration in accordance with this Section 22.12. In the event of a Dispute under this Agreement, the disputing Party may promptly provide written notice of the Dispute (a "Dispute Notice") to the other Party. Following delivery of the Dispute Notice, the Parties shall either (i) agree in writing to submit such Dispute for a Technical Determination as provided in clause (b) below or (ii) absent such agreement, nominate a member of its respective senior management, who shall have decision-making authority on behalf of such Party, and such senior management members shall promptly meet and seek to achieve settlement, if possible, by negotiation and mutual agreement. If the Dispute is not resolved or submitted for Technical Determination within forty-five (45) Days after the Dispute Notice is received by the recipient Party (or such longer period of time as may be mutually agreed by the Parties in writing), then either Party may submit the Dispute to final and binding arbitration by issuing a demand for arbitration. The arbitration shall be conducted by a panel of three arbitrators, one selected by each Party within ten (10) Days of the submission of the dispute and the third selected by the two Party-appointed arbitrators within twenty (20) Days of the appointment of the second arbitrator. Any arbitrator not timely selected shall, at the request of any Party, be appointed in accordance with AAA's listing, ranking and striking process. Unless otherwise agreed in writing by the Parties, discovery in each mandatory arbitration conducted pursuant to this Section 22.12 shall be completed within ninety (90) Days, and the arbitration panel may restrict the scope and number of discovery demands permitted, including but not limited to the number of depositions that may be taken, to ensure compliance with this 90-Day limitation. During that period, the arbitrators shall be available to receive and

consider all such evidence as is relevant and, within reasonable limits due to the restricted time period, to hear as much argument as is feasible, giving a fair allocation of time to each Party to the arbitration. The arbitrators shall use all reasonable means to expedite discovery and to sanction noncompliance with reasonable discovery requests or any discovery order.

(b) In addition, unless otherwise agreed in writing by the Parties, a hearing on each mandatory arbitration shall be conducted at the end of the discovery period but no later than one hundred and twenty (120) Days after appointment of the third arbitrator in the arbitration panel and the hearing shall be completed in no longer than five (5) Business Days. The arbitrators shall not consider any evidence or argument not presented during such period and shall not extend such period except by the written consent of both Parties. The arbitration panel shall render a written decision stating the reasons therefore (the "Award") as soon as practicable after the close of the hearing but, in any case, no later than thirty (30) Days after the close of the hearing. The arbitrators shall have the right only to interpret and apply the terms and conditions of this Agreement and to order any remedy allowed by this Agreement, but may not change any term or condition of this Agreement, deprive either Party of any right or remedy expressly provided hereunder, or provide any right or remedy that has been excluded hereunder. All hearings shall be held and the Award shall be rendered in San Juan, Puerto Rico. The Award shall be final and binding.

(c) If a Dispute hereunder is one that the Parties agree is of a technical nature that would be best resolved through a technical review in proceedings before the Consulting Technical Expert, either Party may submit such Dispute (a "Technical Dispute") for resolution by the Consulting Technical Expert (a "Technical Determination") by providing to the other Party and the Consulting Technical Expert a written notice, specifying the matter to be determined (a "Technical Dispute Notice "). Proceedings before the Consulting Technical Expert shall be held in San Juan, Puerto Rico, unless otherwise agreed in writing by the Parties. Within thirty (30) Days of the engagement of the Consulting Technical Expert for a Technical Dispute (or such longer period of time as the Parties may mutually agree in writing), the Consulting Technical Expert shall conduct a hearing; provided that the Parties may agree in writing to waive the hearing and have the Consulting Technical Expert reach a decision on the basis of written submissions alone. The Consulting Technical Expert shall render a written decision on the Technical Dispute as soon as practicable after the close of the hearing but, in any case, no later than fifteen (15) Days after the close of the hearing. The Consulting Technical Expert shall have no authority to award damages excluded by this Agreement, the Parties hereby waiving their right, if any, to recover such excluded damages in connection with any Technical Dispute.

(d) Any arbitration conducted pursuant to this Section 22.12 shall be governed by the Federal Arbitration Act, 9 U.S.C. § I et seq. which shall control over any local law regarding arbitration. The Award rendered in any such arbitration shall be final and binding on the Parties, may be entered and enforced in any Court of Competent Jurisdiction, and shall be subject to judicial review only on the grounds contained in the Federal Arbitration Act. Unless the

Consulting Technical Expert or arbitral panel, as applicable, decides otherwise, the expenses of the arbitration proceedings, including the expenses of the Consulting Technical Expert and the arbitrators, but excluding the Parties' own expenses and attorneys' fees, shall be shared equally by the Parties. The Parties are committed to the prompt and efficient resolution of Disputes. Accordingly, if one or more arbitrations are already pending with respect to a Dispute under this Agreement, then any Party may request that any arbitration or any new Dispute arising under this Agreement be consolidated into any prior arbitration. The new Dispute or arbitration shall be so consolidated; provided that the arbitral tribunal for the prior arbitration determines that: (i) the new Dispute or arbitration presents significant issues of law or fact common with those in the pending arbitration; (ii) no Party would be unduly prejudiced and (iii) consolidation under these circumstances would not result in undue delay for the prior arbitration. Any such order of consolidation issued by the arbitral tribunal shall be final and binding upon the Parties. The Parties waive any right they have to appeal or to seek interpretation, revision or annulment of such order of consolidation. The arbitral tribunal for the arbitration into which a new Dispute is consolidated shall serve as the arbitral tribunal for the consolidated arbitration. The Parties agree that upon such an order of consolidation, they will promptly dismiss any arbitration brought under this Agreement or any related Agreement, the subject of which has been consolidated into another arbitral proceeding under this Agreement or related agreement. The Parties also agree that the time limitations on discovery and hearing duration set forth in Section 22.1 2(a), above, shall apply to each consolidated arbitration, unless the arbitration panel determines that certain or all those limitations are impracticable in a particular instance.

6. Attached as Exhibit A is a chart identifying the operative DG Agreements.¹

II. BILLING DISPUTE RESOLUTION PROCESS WITH CO-GENERATORS

i. AES-PR

7. On October 11, 1994, PREPA and AES-PUERTO RICO executed a Power Purchase and Operating Agreement (the "AES Agreement").

¹ The DG Agreements are published and can be found in the following link: https://aepr.com/es-pr/QuienesSomos/Paginas/contratos/Energia_Renovable.aspx

8. Pursuant to Article 10.1 of the AES Agreement, PREPA shall own and maintain all meters and metering devices (including RTUs) used to measure the delivery and receipt of Energy², or Energy and Dependable Capacity, for payment purposes. AES-PR installs meters and metering devices for backup purposes subject to Section 10.3, provided that such meters and metering devices are subject to PREPA's approval.

9. Section 10.3 of Article 10 establishes that at least once a year and, in addition, from time to time upon two (2) weeks prior written notice by AES-PR, PREPA will test and calibrate the meter(s), including any backup meters, in accordance with the provisions for meter testing as established in American National Standard Code for Electricity Metering (ANSI) Standard C 12.16 for Solid State Electricity Meters, and the Handbook for Electrical Metering, Edison Electric Institute 8th Edition or the updated edition in effect and available to PREPA at the time the test is performed. When, as a result of such a test, a meter is found to be no more than two percent (2%) fast or slow no adjustment will be made in the amount paid to AES-PR for Energy, or Energy and Dependable Capacity, delivered to PREPA. If the meter is found to be more than two percent (2%) fast or slow, PREPA will use the backup meter to calculate the correct amount delivered to PREPA for the actual period during which inaccurate measurements were made or, if the actual period cannot be determined to the mutual satisfaction of the Parties, for a period equal to one-half of the time elapsed since the most recent test, but in no case for a period in excess of six (6) Months. If the backup meters are not available, or if the testing of the backup meters demonstrates that those meters are more than two percent (2%) fast or slow, the meter readings for the actual period during which inaccurate measurements were made shall be adjusted based on the corrected meter readings or, if the actual period cannot be determined to the mutual satisfaction of the Parties, for a period

² Capitalized terms not defined herein shall have the meaning provided in each of the relevant agreements.

equal to one-half of the time elapsed since the most recent test, but in no case for a period in excess of six (6) Months. The previous payments by PREPA for the period shall be subtracted from the amount of payments that are calculated to have been owed under this Agreement. The difference shall be offset against or added to the next payment to either Party as appropriate under this or other agreements between the Parties.

10. Meanwhile, Section 10.4 of Article 10, dictates that starting with the Initial Synchronization Date, PREPA shall read the meters once a Month, which monthly period shall not exceed thirty-three (33) Days nor be less than twenty-eight (28) Days, to determine the amount of Energy delivered to PREPA during the immediately preceding Billing Period. The meters will be read on the dates indicated on the meter reading program prepared by PREPA and submitted to AES-PR on or before January 1st of each Calendar Year. PREPA shall notify AES-PR in advance of any change on the meter reading program. AES-PR may be present, at its option, during all meter readings. PREPA shall provide AES-PR with a written statement containing the results of such meter readings within fifteen (15) Days following the reading.

11. Related to Billing and Payment, Article 11.1 establishes that PREPA shall pay AES-PR for the Energy and Dependable Capacity delivered and billed to PREPA on a monthly basis. Such payment will be equal to an Energy Purchase Price times the Energy delivered, a Capacity Purchase Price times the Dependable Capacity and a Start-up Payment.

12. The Agreement states in Article 11.2 that Payment for the Energy delivered to PREPA, for the Dependable Capacity made available to PREPA, and for the Start-up Payment incurred during the Billing Period, and for all other amounts or reimbursements due to AES-PR hereunder, shall be made within forty-seven (47) Days after the Billing Period. On the outstanding payments due to AES-PR, Interest shall accrue commencing on the forty-eighth (48th) Day after

the Billing Period. Notwithstanding the payment requirements set forth in this Section 11.3, any amounts billed by PREPA to AES-PR relating to the Facility that are not paid when due to PREPA may, at PREPA's discretion, be offset against the amounts due to AES-PR from PREPA under this Agreement.

ii. ECO ELECTRICA L.P.

13. On March 10, 1995, PREPA and ECO executed a Power Purchase and Operating Agreement (the "ECO Agreement").

14. Article 10 of the ECO Agreement contains all articles pertaining to the metering, and how all the meters and metering devices are used to measure the delivery and receipt of the Net Electrical Output and Dependable Capacity for payment purposes.

15. Article 10.3 states that at least once a year at PREPA's cost and, in addition, from time to time upon two (2) weeks prior written notice to ECO, at their cost, PREPA will test and calibrate the meters, including any back up meters, in accordance with the provisions for meter testing established by the American National Standard Code for Electricity Metering, Edison Electric Institute 8th Edition or the updated edition in effect and available to PREPA at the time the test is performed. When, as a result of such a test, a meter is found to be inaccurate by no more than two percent (2%), no adjustment will be made in the amount paid to ECO for Net Electrical Output and Dependable Capacity delivered to PREPA. If the meter is found to be inaccurate by more than two percent (2%), PREPA will use the backup meters to calculate the correct amount delivered to PREPA for the actual period during which inaccurate measurements were made or, if the actual period cannot be determined to the mutual satisfaction of the Parties, for a period equal to the time elapsed since the most recent test, but in no case for a period in excess of six (6) months. If the backup meters are not available, or if the testing of the backup meters demonstrates that

those meters are inaccurate by more than two percent (2%), the meter readings shall be adjusted based on the corrected meter readings of the most accurate meter for the actual period during which the inaccurate measurements were made, or, if the actual period cannot be determined to the mutual satisfaction of the parties, for a period equal to one half of the time elapsed since the most recent test, but in no case for a period equal to one-half of the time elapsed since the most recent test, but in no case for a period in excess of six (6) months. The previous payments by PREPA for this period shall be subtracted from the amount of payments that are calculated to have been owed under this Agreement. The difference shall be offset against or added to the next payment to either party as appropriate under this or other agreements between the parties. Each party shall comply with any reasonable request of the other party concerning the sealing of meters, the presence of a representative of the other Party when the seals are broken and the test is made, and other matters affecting the accuracy of the measurements of the electricity delivered to the Facility. If either party believes there has been a meter failure or stoppage, they shall immediately notify the other Party.

16. Article 10.4 establishes the definition for Billing Period in The Agreement as The Billing Period shall not exceed thirty-three (33) Days nor be less than twenty-eight (28) days. The meters will be read on the dates indicated on the meter reading program prepared by PREPA and submitted to ECO on or before January 1st of each calendar year. PREPA shall notify ECO in advance of any change on the meter reading program. ECO may be present, at its option, during all meter readings. PREPA shall provide ECO with a written statement containing the results of such meter readings within ten (10) Days following the reading.

17. Article 11 of the ECO Agreement establishes articles related to Compensation, Payment and Billings. Article 11.1 states that PREPA shall pay ECO for the Net Electrical Output

and Dependable Capacity delivered and billed to PREPA every Billing Period. Such payment will be equal to an Energy Payment plus a Capacity Payment plus a Start-up Payment.

18. Article 11.2 of The Agreement states that on or before the fifteenth (15th) day following the end of each billing period, ECO shall provide PREPA with a written invoice for the Net Electrical Output delivered to PREPA, for the Dependable Capacity made available to PREPA, and for the Start- Up payment incurred during the Billing Period. Interests shall accrue on the outstanding payments due to ECO hereunder, and such invoice shall be paid by PREPA within (47) days after the end of the Billing Period. Interests shall accrue on the outstanding payments due to ECO commencing on the forty-eighth (48th) Day after the Billing Period. Notwithstanding the payment requirements set forth in the Section, any amounts owed to PREPA by ECO relating to ECO's complex that are not paid when due to PREPA may, at PREPA's discretion, be offset against the amounts due to ECO under this Agreement. Payment to PREPA shall be made by wire transfer to an account with a bank to be specified by PREPA.

19. Article 11.3 establishes that if a discrepancy exists between the amount of Net Electric Output determined by PREPA and the amount set forth in ECO's invoice to PREPA, or PREPA in good faith disputes any other amount in such invoice, PREPA shall pay the amount it determines in good faith is due based on its meter reading or otherwise, until the dispute is resolved in accordance with this Agreement.

III. ECO ELECTRICA L.P. METER

20. On the October 30th, 2019, hearing, PREPA's officers informed the Energy Bureau that the transmission of the data of Net Electrical Output from the ECO facility to PREPA for the September 2019 month was flawed, requiring PREPA to send an employee to the generator facility

to physically read the meter's Energy output. PREPA officers also informed the Energy Bureau that PREPA was taking measures to address the situation.

21. The Energy Bureau ordered PREPA to inform the active process used to repair or replace the defective meter. Engineer Roberto Rivera Medina Management Engineer of the Planning and Generation System Department from the Planning and Environmental Protection Directorate is the person in charge of managing the co-generators contracts and therefore, the most knowledgeable person to inform the measures being taken to replace the ECO meter.

22. The meter that is currently installed in the ECO facility dates from 1999. Sporadically it has had small variations that could be corroborated by other means. As per the ECO Agreement, if meter reading is found to be inaccurate by a difference of more than two percent (2%) from the backup meter reading, PREPA will use the backup metering equipment to calculate the correct amount of Net Electric Output delivered to PREPA.

23. Before September 2019, there was no distinct pattern and reasonable adjustments were made based on usual Electrical Output behavior, backup and other metering sources. However, on September 2019, the ECO meter reading variations were not subtle since approximately twenty five percent (25%) of the hours had variations or gaps in information.

24. As stated above, the current meter is from 1999. PREPA believes the September 2019 variations are due to a malfunction in the converter equipment. PREPA is in the process of replacing the meter.

25. The replacement of the meter doesn't require the publication of a request for proposal to acquire the meter since the Distribution Systems Planning Department, has them in inventory and will provide them for a rapid solution to this issue. Eventually a regular purchase order will be issued to replace the inventory. Funding for this purchase has already been identified.

26. PREPA has created a multidisciplinary team to replace the defective meter, due to the metering equipment being highly sensitive, the communications equipment also needs to be tested. The multidisciplinary team is composed of the following PREPA offices:

- a. Generation Systems Planning Department- This office is the liaison with ECO and are responsible for the administration of the Power Purchase and Operating Agreement (PPOA) between ECO and PREPA.
- b. Distribution Systems Planning Department- This office will provide the two (2) meters needed for the replacement and perform the installation of the systems.
- c. Strategic Planning Department- This office will conduct remote metering tests from PREPA Headquarters in Santurce.
- d. Office of Corporate Strategy and Information Technology- The telecommunications divisions will coordinate with its Ponce area office for the fiber optics and other communications equipment testing.
- e. Telecommunications Office (South-Ponce)- This division will conduct physical testing of the fiber optics lines with specialized equipment.
- f. Electrical System Operations Division- This Office will help in the monitoring of signals through the SCADA (Supervisory Control and Data Acquisition) system.
- g. Eco-Elctrica -Personnel from the co-generator will participate in coordinating the tasks, due to the sensitive aspects of the tasks.

27. The multidisciplinary team is scheduled to conduct the first visit of the Central Costa Sur facility on the week of November 18, 2019. The second visit to the facility is scheduled for the first week of December 2019.

28. Any discrepancies in the metering are always resolute in good faith and as per the agreements, and in the 25 years of the contractual relationship between PREPA and the co-generators, no meter reading discrepancies have ever reached to a legal dispute or breach of contract between the parties.

WHEREFORE, PREPA respectfully requests the Energy Bureau to take notice of the informative motion and PREPA's compliance with the October 30, 2019, Order.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 14th day of November 2019.

/s Katuska Bolaños
Katuska Bolaños
kbolanos@diazvaz.law
TSPR 18,888

DÍAZ & VÁZQUEZ LAW FIRM, P.S.C.
290 Jesús T. Piñero Ave.
Scotiabank Tower, Suite 11-E
San Juan, PR 00918
PO Box 11689
San Juan, PR 00922-1689
Tel. (787) 395-7133

CERTIFICATE OF SERVICE

It is hereby certified that, on this same date I have filed the above motion using the Energy Bureau's Electronic Filing System, at the following address: <http://radicacion.energia.pr.gov> and that a courtesy copy of the filling was sent via e-mail to hrivera@oipc.pr.gov; abogados@fuerteslaw.com; francisco.rullan@aae.pr.gov; mgrpcorp@gmail.com; licenciadamasferrer@gmail.com; wilma.lopez@aae.pr.gov cfl@mcvpr.com; ive@mcvpr.com; pnieves@vnblegal.com; mmuntanerlaw@gmail.com; maribel.cruz@acueductospr.com; jfeliciano@constructorespr.net; abogados@fuerteslaw.com; eirizarry@ccdlawpr.com; edwin.quinones@aae.pr.gov; nydinmarie.watlington@cemex.com; aconer.pr@gmail.com; epenergypr@gmail.com; jorgehernandez@escopr.net; ecandelaria@camarapr.net; pga@caribe.net; manuelgabrielfernandez@gmail.com; mreyes@midapr.com; agraitfe@agraitlawpr.com.

In San Juan, Puerto Rico, this 14th day of November, 2019.

/s/ Katuska Bolaños
Katuska Bolaños

EXHIBIT A**DG Agreements**

YEAR	CONTRACT NUMBER	DISTRIBUTED GENERATION PRODUCER	DISPUTE RESOLUTIONS ARTICLE
2013	P00077	GG Alternative Energy Corporation (solar)	22.12
2013	P00076	REA Energy Solar Plant LLC- Ceiba	22.12
2013	P00075	REA Energy Hatillo Solar Plant LLC	22.12
2013	P00074	Hatillo Solar LLC Pattern	22.12
2013	P00072	Sierra Solar Farm LLC (Roma)	22.12
2013	P00071	GG Alternative Energy Corporation Fajardo (Eólico)	22.26
2013	P00070	Atenas Solar Farm (Desarrollos del Norte Inc.)	22.12
2013	P00069	Cabo Solar Farm (Roma)	22.12
2013	P00067	Carolina Solar Farm LLC (Trina)	22.12
2013	P00057	HSEA PR Isla Solar I, LLC	22.12
2013	P00052	Solarblue Bemoga LLC	22.12
2013	P00051	REA Energy Luquillo Solar Plant	22.12
2013	P00050	Vega Baja Solar Project LLC (Fonroche - Naguabo)	22.12
2013	P00049	YFN Yabucoa Solar LLC	22.12
2013	P00048	Solar Project San Juan LLC (Fonroche San Lorenzo)	22.12
2013	P00047	South Solar Two Project, LLC (Fonroche)	22.12
2013	P00046	Lajas Solar Project LLC (Fonroche Parguera)	22.12
2013	P00045	Solar Project Ponce LLC	22.12

		(Fonroche Naguabo)	
2013	P00044	Landfill Gas Technologies of Fajardo LLC	22.27 *
2013	P00042	Grupotec USA Inc.	21.12
2013	P00041	North Coast Solar LLC. (Roma)	21.12
2013	P00004	Caracol Solar LLC (Roma)	21.12
2013	P00003	Moca Solar Farm LLC (Roma)	21.12
2012	P00146	Solaner Puerto Rico One LLC	22.12
2012	P00142	M Solar Generating LLC	22.12
2012	P00140	Jonas Solar Energy LLC	22.12
2012	P00139	Vega Baja Solar Energy LLC (One Planet)	22.12
2012	P00138	Juncos Solar Energy LLC	22.12
2012	P00095	Windmar Renewable Energy Inc. (Dorado Toa Baja Viento)	22.12
2012	P00089	Aspenall Energies Santa Isabel LLC	22.12
2012	P00080	Windmar Renewable Energy Inc (Santa Rosa)	22.12
2012	P00079	Windmar Renewable Energy Inc (Dorado Solar)	22.12
2012	P00061	ReSun (Barceloneta) LLC	22.12
2012	P00053	Irradia Energy Puerto Rico LLC	22.12
2012	P00052	Windmar Renewable Energy Inc	22.12
2012	P00049	Windmar Renewable Energy Inc (Punta Ventana)	22.26
2012	P00045	Renewable Energy Authority LLC (Vega Serena)	22.12
2012	P00037	Blue Beetle III, LLC	22.12
2012	P00031	Fonroche Energy Humacao, LLC	22.12

2012	P00030	Tradewinds Energy LLC (Barceloneta)	22.26
2012	P00028	Tradewinds Energy LLC (Manatí)	22.26
2012	P00015	Windmar Renewable Energy Inc (Cantera Martínó)	22.12
2012	P00010	Renewable Power Group Inc	22.26
2012	P00009	Renewable Power Group Inc (Moca)	22.26
2011	P00101	Wind to Energy Systems LLC	22.13
2011	P00090	Yabucoa Solar LLC (Western Wind Puerto Rico Corp)	22.12
2011	P00050	San Fermín Solar Farm LLC (Coquí Power LLC)	22.12
2011	P00048	Oriana Energy LLC (Yarotek LLC)	22.12
2011	P00043	Ciro Group Corporation (GCL Solar Energy)	22.12
2011	P00042	Guayama Solar Energy LLC (GCL Solar Energy)	22.12
2011	P00034	Horizon Energy Inc.	22.12
2010	P00047	Pattern Santa Isabel LLC	21.27
2010	AI0031	Sunbeam Caribbean Energy Corporation	22.13
2010	AI0018	Energy Answers Arecibo LLC	22.13
2010	AI0001	Go Green Puerto Rico Alternative Energy (Punta Lima)	22.26
2010	00050	AES Ilumina	22.12
2008	AI0066C	Windmar Renewable Energy Inc	22.26