

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

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IN RE:

THE PERFORMANCE TARGETS FOR
LUMA ENERGY SERVCO, LLC

CASE NO.: NEPR-AP-2020-0025

**SUBJECT: LUMA’s Opposition to LECO’s Motion
Requesting Imposition of Penalties in LUMA’s
Performance-Based Mechanism**

**OPPOSITION TO LECO’S MOTION REQUESTING IMPOSITION OF PENALTIES IN
LUMA’S PERFORMANCE-BASED MECHANISM**

TO THE HONORABLE PUERTO RICO ENERGY BUREAU:

COME NOW LUMA Energy, LLC (“ManagementCo”), and LUMA Energy ServCo, LLC (“ServCo”), (jointly “LUMA”), and respectfully state and request the following:

I. INTRODUCTION:

On May 26, 2022, the intervenor parties known as LECO, filed a *Motion Requesting the Imposition of Penalties in LUMA’s Performance-based Mechanism* (“LECO’s Request”) whereby they requested from the Puerto Rico Energy Bureau (“Energy Bureau” or “Bureau”) that the performance mechanism adopted as a result of the instant proceeding include a penalty scheme as a measure to encourage LUMA’s compliance with its responsibilities and obligations pursuant to the *Transmission and Distribution System Operation and Maintenance Agreement* entered into by LUMA, the Puerto Rico Public-Private Partnerships Authority (“P3 Authority”) and the Puerto Rico Electric Power Authority (“PREPA”) of June 22, 2020 (the “T&D OMA”). LECO’s Request should be denied not only as untimely but as improper as it makes reference to matters that are extraneous to the record of this proceeding and that are clearly intended to improperly influence the judgment of this honorable Bureau. As such, it should be denied without further consideration.

Nonetheless, additional reasons merit the denial of LECO's Request. For instance, the request for the imposition of penalties in this particular case is inappropriate and, therefore, not consistent with the legal framework adopted by the Government of Puerto Rico and pursuant to which the T&D OMA was executed. The adoption of a mechanism as proposed by LECO would also alter the contractual representations pursuant to which LUMA balanced the risk inherent to the T&D OMA and assumed the responsibilities and obligations set forth in the contract.

In its Request, LECO also refers to matters that are inapposite to the present proceeding and still under investigation. The investigation into the root cause of the April 6th Incident at Costa Sur is still ongoing and is the object of a separate and active investigative proceeding before this Bureau. As such, any allegations related to the causes of the April 6th Incident are not relevant to the instant case and should not be allowed to enter into the record. Instead, they should be stricken as they are unsupported and premature at this juncture.

For the reasons more fully set forth below, LUMA respectfully requests that this honorable Energy Bureau deny LECO's Request.

II. BACKGROUND:

PREPA and the P3 Authority entered into the T&D OMA with LUMA to (i) provide management, operation, maintenance, repair, restoration and replacement, and other related services for the transmission and distribution system ("T&D System"), in each case that is customary and appropriate for a utility transmission and distribution system service provider, and (ii) establish policies, programs, and procedures with respect thereto. *See*, OMA Section 5.1. Pursuant to Section 4.2(f) of the T&D OMA, ManagementCo was required to prepare a "revised Annex IX of the T&D OMA including (i) proposed baseline, target and minimum performance levels for certain Performance Metrics [as the term is defined in the T&D OMA]; (ii) Key

Performance Metrics; (iii) Major Outage Event Performance Metrics, together with an explanation of the basis for each” and submit them to the P3 Authority for review and comment. Once the review and comment phase was completed with the P3 Authority, the revised Annex IX would be submitted to this Energy Bureau for review and approval. *See, Id.* The T&D OMA contemplated three main Performance Categories: (i) Customer Satisfaction; (ii) Technical, Safety and Regulatory; and (iii) Financial Performance. *See*, Table 1 of Annex IX of the T&D OMA. Table 2 of Annex IX of the T&D OMA further specified the Performance Metrics included in each category.

As part of the foregoing process of review and approval of the revised Annex IX, on December 23, 2020, the Puerto Rico Energy Bureau (the “Energy Bureau”) commenced this proceeding by issuing a Resolution and Order setting forth the legal and regulatory framework pursuant to which it would conduct the evaluation and establishment of the performance targets and Performance Incentive Mechanisms (“PIMs”) that would further the compliance and implementation of the public policy and objectives established through Act 57-2014, known as the Puerto Rico Energy Transformation and RELIEF Act and Act 17-2019, known as the Puerto Rico Energy Public Policy Act (“December 23 Resolution and Order”). Through the December 23 Resolution and Order, this Energy Bureau also published the public interest principles, along with the targets and minimum compliance benchmarks for the Puerto Rico electric system established in Case No. NEPR-MI-2019-0007 should guide LUMA in making its request for the establishment of the PIMs.

On January 14, 2021, LUMA appeared before the Energy Bureau for a technical conference where LUMA offered an overview of the performance metrics targets it would file in February 2021. On February 25, 2021, LUMA filed its *Submittal and Request for Approval of Revised Annex*

IX to the Puerto Rico Transmission and Distribution System Operation and Maintenance Agreement, whereby it submitted a revised Annex IX pursuant to the December 23 Resolution and Order (the “February 25th Submittal and Request”). The revised Annex IX filed with the February 25th Submittal and Request was the product of the efforts and consultations conducted by LUMA for eight months, from July through February 2020, in compliance with the contractual obligations required as part of the Front-End Transition Period, which included the establishment of a planning team with PREPA and the P3 Authority. *See*, Section 4.2(f) of the T&D OMA.

The revised Annex IX filed by LUMA with the Energy Bureau on February 25, 2021, was also the result of the process pursuant to Section 4.2(f) of the T&D OMA, which lasted approximately two additional months, according to which the P3 Authority commented on LUMA’s proposed Performance Metrics Targets and proposed revised Annex IX. In the February 25th Submittal and Request (which is incorporated herein by reference), LUMA explained that the submission complied with the December 23 Resolution and Order.

On August 18, 2021, in compliance with a Resolution and Order issued by the Energy Bureau on July 2, 2021, as amended *nunc pro tunc* on July 13, 2021 to correct the calendar, and on August 9, 2021 to extend the filing deadline, LUMA filed a revised *Submittal of Request for Approval of Revised Annex IX to the OMA* (the “Revised Performance Metrics Targets Request”), which included as Exhibit I, a revised Annex IX of the T&D OMA (“revised Annex IX” or revised Annex IX of the T&D OMA”). LUMA also submitted the pre-filed direct testimonies of eight witnesses in support of its Revised Performance Metrics Targets Request.

Through its Revised Performance Metrics Targets Request, LUMA requested that this Energy Bureau accept the revised Annex IX to the T&D OMA and LUMA’s Revised Performance Metrics Targets; approve the revised Annex IX to the T&D OMA as filed; set the Performance

Metrics and targets to apply for an initial period of three years of operations; and allow the periodic review of the performance baseline metrics and targets in accordance with the T&D OMA and Energy Bureau Regulation for Performance Incentive Mechanisms, Regulation No. 9137 dated December 17, 2019 (“Regulation No. 9137”). *See*, Revised Performance Metrics Targets Request at page 31. LUMA also raised concerns with regard to the significant gaps in PREPA’s processes and data collection, which posed a challenge to setting realistic baselines and targets for the proposed metrics. *See*, Revised Performance Metrics Targets Request at pages 20-21. The proposed Performance Metrics included in the revised Annex IX are grouped into three major categories established according to the T&D OMA. *See*, Annex IX of the T&D OMA.

After considering LUMA’s Revised Performance Metrics Targets Request, on August 25, 2021, the Energy Bureau issued a Resolution and Order, which, among other topics, included a Determination of Completeness. Specifically, the Energy Bureau expressed at the time:

Upon review of the documents related to the August 18 Revised Request, the Pre-Filed Testimonies Motion, the August 20 Motion, and the August 23 Motion (collectively, “Revised Filing”), the Energy Bureau DETERMINES that the information filed by LUMA complies with the minimum requirements established by the Energy Bureau to continue its evaluation as part of the instant case.

The Energy Bureau also stated that its Determination of Completeness should not be construed as an acceptance or approval of LUMA’s proposal nor as a determination that the proposal is consistent with the Energy Bureau’s orders and directives contained in the May 21, 2021 Resolution and Order in Case No. NEPR-MI-2019-0007. *See*, Resolution and Order dated August 25, 2021.

The issuance of the Determination of Completeness allowed the instant proceeding to continue to the discovery stage as per the procedural calendar established by the Energy Bureau.

To date, the Energy Bureau, the intervening parties, and LUMA have engaged in discovery by issuing and responding to written interrogatories and requests for the production of documents and information. In accordance with the Determination of Completeness, LUMA conducted and responded to discovery related to the three main categories of performance metrics included in the revised Annex IX: (i) Customer Services; (ii) Technical, Safety and Regulatory; and (iii) Financial Performance.

After several procedural developments regarding discovery, on November 17, 2021, ICPO and LECO submitted the pre-filed testimonies of their proposed witnesses, which included proposals to add additional performance metrics as part of the revised Annex IX. Particularly, LECO expert Agustin Irizarry (“Mr. Irizarry”) proposed that the Energy Bureau consider additional performance metrics on the integration of renewable energy, energy efficiency, and demand response, see Mr. Irizarry's testimony of November 16, 2021, pages 23-25, Table 5, and enhancing vegetation management, see *id.*, page 35, Table 8. Mr. Irizarry also proposed that the performance-based mechanism include penalties that would be triggered in case LUMA’s performance falls below a given level. *Id.* at page 8, lines 1-3 and page 64, lines 10-12.

From November 18 through December 28, 2021, LUMA conducted discovery on the written testimonies filed by intervenors and, until February 7, 2022, was in the process of exhausting meet and confer efforts with regards to the intervenors’ responses to the same. LUMA also timely objected to the discovery pertaining to additional performance metrics proposed by Mr. Irizarry as unrelated to the performance metrics included in the revised Annex IX, exceeding the scope of the subject matter of this proceeding, and not reasonably calculated to lead to the discovery of admissible evidence. LUMA also objected to such requests on the basis that they

called for the production of irrelevant documents and/or information and reserved unto itself the right to challenge the Energy Bureau's determination before the pertinent forums.

Notwithstanding the fact that LUMA was conducting discovery to formulate its rebuttal witnesses' testimonies, on December 22, 2021, the Energy Bureau entered a Resolution and Order whereby it concluded that additional performance-based incentive metrics must be evaluated as part of this proceeding ("December 22 Resolution and Order"). To that end, the Energy Bureau identified three additional areas of performance metrics: (i) Interconnection of Distributed Energy Resources; (ii) Energy Efficiency and Demand Response; and (iii) Vegetation Management. The Energy Bureau issued its decision based on LUMA's responses to written discovery and other filings not specifically identified in the December 22 Resolution and Order. Furthermore, the Energy Bureau considered information outside the confines of this adjudicative proceeding. It took notice of comments submitted by LUMA in connection with the draft regulation on Energy Efficiency, NEPR-MI-2021-0005, and data on vegetation-related outages filed by LUMA in Case NEPR-MI-2019-0007, which, prior to the December 22 Resolution and Order, had not been made part of the evidence introduced in the record in this proceeding, nor was LUMA afforded prior notice of the Energy Bureau's intent to include the aforementioned filings in this proceeding to issue an interlocutory order to LUMA.

In the December 22 Resolution and Order, the Energy Bureau ordered LUMA to file a revised Annex IX to the T&D OMA, including targets and supporting metrics for (i) Interconnection; (ii) Energy Efficiency/Demand Response; and (iii) Vegetation Management. The Energy Bureau also ordered that LUMA provide supplemental or revised direct pre-filed testimonies for the new metrics and targets. The Energy Bureau also allowed additional discovery

by the intervenors and LUMA on the three additional metrics and amended the procedural calendar to provide for such discovery.

On February 17, 2022, LUMA filed its *Response in Opposition and Objection to December 22, 2021 Resolution and Order and Request to Vacate or Grant LUMA Relief from the December 22, 2021 Resolution and Order on Additional Metrics* (“LUMA’s Objection”) arguing that the December 22 Resolution and Order run contrary to LUMA’s due process rights in the present proceeding because it constituted an adjudication of controversies by this forum without providing LUMA the opportunity to be heard as to whether the inclusion of the additional performance metrics in this proceeding is proper considering the contractual provisions of the T&D OMA, including its Annex IX, the status of the proceedings and the evidence on record to date. LUMA’s Objection is still pending adjudication by this honorable Energy Bureau.

In addition to insisting on the imposition of additional metrics in excess of the scope of this proceeding, LECO now proposes that the performance metrics mechanism include a penalty scheme not contemplated by the T&D OMA nor by the applicable legal and regulatory scheme.

III. DISCUSSION:

i. LECO’s Request is contrary to due process and should be denied without further consideration

Through its request, LECO invites this honorable Energy Bureau to adopt penalties as part of the performance-based mechanism at a stage of the proceedings in which the evidentiary hearing has not been held and, therefore, no cross-examination of the expert witness (Mr. Irizarry) suggesting that approach has been conducted. LECO is essentially derailing once again the Energy Bureau’s ability to conduct a just and fair adjudication of the matters that are the object of this proceeding and intends to deprive LUMA of its procedural rights in connection with such request.

Agreeing with LECO's Request would deprive LUMA of its due process rights as the regulated entity insofar as a penalty mechanism implies the deprivation of property.

As stated by LUMA in its Objection to Additional Metrics, as the regulated party in this proceeding, LUMA is entitled to the basic protections required by the due process clause of the Constitution of the Commonwealth of Puerto Rico. P.R. Const. Art. 1, sec. 7. In its procedural vein, the right to due process establishes the minimum guarantees that a governmental agency shall provide to a party whose life, *property*, or liberty may be affected by governmental action. *See, Rivera Rodríguez & Co. v. Stowell Taylor*, 133 DPR 881, 887-88 (1993). In making its determination on whether a proceeding is fundamentally fair, it is necessary first to identify a protected interest and, once that condition is satisfied, establish what process is due. *See, Rivera Santiago v. Sec. de Hacienda*, 119 DPR 265, 274 (1987).

Upon adopting the Puerto Rico Uniform Administrative Procedure Act, Act 38-2017 ("LPAU" for its Spanish acronym), the Legislative Assembly extended certain minimum due process guarantees to the adjudicative proceedings conducted by administrative agencies in Puerto Rico. *See, Gutiérrez Vázquez v. Hernández et al.*, 172 DPR 232, 245 (2007). The administrative process must be fair and equitable. *See, Torres v. Junta de Ingenieros*, 161 DPR 696, 713 (2004). In concrete terms, Section 3.1 of the LPAU establishes that when an agency must formally adjudicate a controversy, the agency in question must guarantee the promoted party "(i) the right to timely notice of the charges or complaints or claims against one of the parties; (ii) *the right to introduce evidence*; (iii) the right to an impartial adjudication; and (iv) *the right to have the decision based on the record of the case.*" Section 3.1 of the LPAU, 3 LPRA § 9641. (Emphasis added).

Here, LECO invites this honorable Energy Bureau to adopt penalties as part of the performance-based mechanism applicable to LUMA prior to an evidentiary hearing, that is, without submitting the testimony that purportedly supports its request for cross-examination so that the honorable Energy Bureau is in a position to fairly and adequately consider its basis. As such, LECO's intention is to preclude LUMA from exercising its constitutional right to be heard and submit evidence for the record. Doing so would be contrary to LUMA's procedural rights as such action would not be supported by the record of this proceeding and would also curtail LUMA's right to introduce evidence into the record with regards to this particular issue. *See ECP Incorporated v. OCS*, 205 DPR 268, 281-282 (2020) (stating the general rule that decisions by administrative agencies should be reasonable and based on the administrative record).

Consequently, any order adopting penalties as part of the performance-based mechanism would be null and void. *See, Rivera Torres v. Díaz López*, 2021 TSPR 96 at *11 (2021) (expressing that a court may relieve a party from a judgment when – among other reasons– such judgment is null and establishing that a judgment is null when it has been entered in violation of due process rights); *see also, García Colón v. Suc. González*, 178 DPR 527, 543 (2010) (“a judgment is null when it has been entered without jurisdiction or in violation of due process”); *see also OCS v. Lone Star Ins. Procedures Inc.*, KLRA 2005-0327, 2006 WL 548659 (TA PR January 31, 2006) (recognizing circumstances in which a resolution issued by an administrative agency that does not guarantee procedural due process rights may be arbitrary and null). The foregoing is reason enough to deny LECO's Request, but substantive considerations also demand such a result.

- ii. *The imposition of penalties as part of the performance mechanism is inappropriate in this case and, therefore, inconsistent with the applicable statutory and contractual frameworks.*

In support of its request for the imposition of penalties as part of the performance-based mechanism, LECO cites Section 1.5(3)(d) of Act 17-2019, which provides that “[w]hen deemed *appropriate*, in the ratemaking processes, the Bureau shall establish performance based incentives and penalty mechanisms based on performance metrics applicable to electric power service companies as well as mechanisms that ensure strict compliance with the orders of the Bureau.” 22 PR Laws Ann. §1141d(3)(d). (Emphasis added). The express language of Section 1.5(3)(d) makes clear that the imposition of penalties is not mandated by the statute but established as an option to be considered by the Energy Bureau as part of the rate-making process. For the reasons discussed in detail below, LUMA respectfully avers that such additional penalties are inappropriate in this case.

By the same token, the fact that the definition of a “Financial Incentive” pursuant to Regulation 9137 of this honorable Energy Bureau includes reference to *penalties* is not equivalent to a mandate or requirement for this Energy Bureau to impose penalties. First, upon defining the term “Financial Incentive”, Regulation 9137 makes reference in its pertinent part to “the financial reward *or* penalty that *may* be attached to a Target and which, if attached, is applied to a given Electric Power Service Company, for meeting or failing to meet such Target.” Section at 1.7(B)(9) of Regulation 9137. (Emphasis added). Section 7.3(2)(b) of the same Regulation further establishes that a Financial Incentive “*may*” include a penalty. Again, the clear language of Regulation 9137 establishes without room for doubt that the adoption of a penalty as part of an incentive mechanism is discretionary. To interpret otherwise would run counter to the clear language of the Act 17-2019 which, as discussed, also *contemplates* but does not *mandate* the

adoption of penalties as part of a performance-based mechanism. LUMA's contention is that adopting a penalty mechanism in this case would constitute an unreasonable and arbitrary determination that not only disregards the provisions of the T&D OMA but effectively impairs them. In other words, it would constitute an abuse of discretion and unreasonable determination by this forum. *Ramírez v. Policía de P.R.*, 158 DPR 320, 339 (2002) (stating that the exercise of discretion by an administrative agency must be rooted in reasonableness and in accordance with applicable law).

Additionally, it must be considered that Section 7.2 (B)(2) of Regulation 9137 ("Establishment of Incentives and Penalties") is limited in scope as to the power to impose penalties. Section 7.2(B)(2) states, in its relevant part, that "the Bureau may impose penalties for noncompliance under its authority pursuant to Section 6.36 of Act 57-2014." Section 6.36 of Act 57-2014 ("Penalties for Noncompliance") refers specifically to those situations where the Energy Bureau may impose administrative fines for violations of Act 57-2014, an Energy Bureau Regulation or for violations to the Energy Bureau's Resolutions and Orders. 22 Laws of PR Ann. §1054jj. Section 6.36 of Act 57-2014 does not make reference to a situation where companies are subject to penalties for not achieving certain performance targets. Likewise, Section 7.2 (B)(2) fails to contemplate a situation where companies are outright subject to penalties for not reaching a set of performance targets. Therefore, LECO's arguments pursuant to Act 57-2014 and Regulation 9137 fail.

Additionally, Annex IX of the T&D OMA specifically establishes in Section I that "For each Contract Year, the Operator shall be eligible to receive *financial incentive compensation* ("Incentive Fee") based on the Operator's performance during the Contract Year as measured against the performance goals set forth by the Performance Metrics as described in this Annex IX

(Performance Metrics).” As anticipated, Annex IX contemplates three main Performance Categories: (i) Customer Satisfaction; (ii) Technical, Safety and Regulatory; and (iii) Financial Performance. *See*, Table 1 of Annex IX of the T&D OMA. Table 2 of Annex IX of the T&D OMA further specified the Performance Metrics included in each category. In sum, Annex IX clearly establishes a performance-based mechanism that does not include penalties. Through the T&D OMA the parties agreed to a performance-based mechanism pursuant to which LUMA might be eligible for an Incentive Fee if the metrics contemplated therein are met. Adding elements to such mechanism would be equivalent to modifying the representations agreed to through the T&D OMA.

The T&D OMA, however, does include a section on Events of Default that detail the consequences of any non-compliance with the contractual terms. *See*, Article 14 of the T&D OMA. As testified by Mr. Branko Terzic, Expert Witness for LUMA in the instant proceeding, the T&D OMA’s Events of Default effectively constitute contractual “penalties”. *See*, Rebuttal Testimony of Brank Terzic dated February 15, 2022, p. 18 l. 345-347. Further, the adoption of additional or independent penalties “after a contract has been negotiated and signed and [approved] by two independent government agencies and approved by the independent regulator, the Energy Bureau, adds additional risks which were not considered by the parties in the original negotiations.” *Id.* at p. 18 l. 350-353. In other words, upon entering into the T&D OMA, LUMA (as did PREPA and P3 Authority) considered and balanced the risks inherent to the contract. Once the contract is signed, however, “LUMA has no way of accommodating this additional risk if penalties are added or changed retrospectively without other contract adjustments.” *Id.* at l. 356-357. As these penalties were not considered or contemplated during the initial contract negotiation, the penalties could

also potentially represent budget changes to ensure adequate resources are available to meet the evaluation criteria. *Id.* at l. 357-359. Such a result would likely impact the people of Puerto Rico.

LUMA is aware of prior expressions of this honorable Energy Bureau with regards to the binding effects of the T&D OMA. Nonetheless, serious consideration should be given to the fact that LUMA assumed its obligations based on the representations included in the T&D OMA and that the imposition of penalties not contemplated therein would constitute an alteration of the performance mechanism established in Annex IX of the contract without the prior consent of the parties to the contract. Such an action would be unreasonable and fundamentally impair the contractual framework pursuant to which LUMA offers its services. It would also question the reliability of legal obligations in our jurisdiction, thus making it inappropriate in this case. Again, the fact that Act 17-2019, Act 57-2014 and Regulation 9137 contemplate penalties does not automatically translate to their adoption in all cases. Here, the totality of circumstances clearly advises against it.

iii. Reference to the April 6th Incident should be stricken from the record

In support of its baseless argument, in its Request, LECO alludes to the April 6th Incident that caused a blackout after a fire erupted at the Central Costa Sur. Any reference to the April 6th Incident is clearly inflammatory and made to improperly influence the honorable Bureau's adjudicative powers.

The April 6th Incident is currently the object of an investigation in which developments are reported in Case No. NEPR-IN-2022-0002. As per that docket, the investigation is still ongoing, and the root cause of the incident has not been identified to date. As such, referring to such incident as a justification for the adoption of a penalty as part of the performance-based mechanism is

improper and premature at this juncture. Those references should therefore be disregarded by this honorable Bureau and, moreover, stricken from the record. It is so respectfully requested.

Further, the incentive-based mechanism adequately promotes the attainment of the targets or goals described by the Legislative Assembly upon adopting Act 57-2014 and Act 17-2019 and protects the interests codified therein. As cited by Mr. Terzic in his rebuttal testimony, "...in a capitalist, profit motivated economy, companies are not driven by the need to avoid penalties. They are driven by the desire to increase profits, and it is this force, this goal, that drives increases in productive efficiency and cost cutting where possible." *Id.* at l. 379-382. *Citing*, Michael R. Schmidt, Performance-Based Ratemaking: Theory and Practice. Therefore, the positive or reward-centric mechanism is controlling. *Id.* at l. 383-384.

IV. CONCLUSION AND PRAYER FOR RELIEF:

In sum, there is no justification for adopting additional penalties as part of LUMA's performance-based mechanism. Such a mechanism is not appropriate or necessary in this case because the T&D OMA already includes appropriate penalties. The adoption of additional penalties would also imply modifying the terms of the T&D OMA without the consent of the parties thereto. It would improperly alter the representations upon which LUMA consented to enter into the current T&D OMA.

LUMA does not waive its right to raise any arguments or defenses at the evidentiary hearing or file a petition and memorandum of law arguing on the merits of why additional penalties should not be considered at this time or in this proceeding.

WHEREFORE, LUMA respectfully requests that this honorable Bureau **deny** LECO's *Motion Requesting the Imposition of Penalties in LUMA's Performance-based Mechanism*.

RESPECTFULLY SUBMITTED.

We hereby certify that we filed this motion using the electronic filing system of this Energy Bureau and that I will send an electronic copy of this motion to the attorneys for PREPA, Joannely Marrero-Cruz, jmarrero@diazvaz.law; and Katuska Bolaños-Lugo, kbolanos@diazvaz.law, the Office of the Independent Consumer Protection Office, Hannia Rivera Diaz, hrivera@jrsp.pr.gov, and counsel for the Puerto Rico Institute for Competitiveness and Sustainable Economy (“ICSE”), Fernando Agrait, agraitfe@agrailawpr.com, counsel for the Colegio de Ingenieros y Agrimensores de Puerto Rico (“CIAPR”), Rhonda Castillo, rhoncat@netscape.net, and counsels for Comité Diálogo Ambiental, Inc., El Puente de Williamsburg, Inc., Enlace Latino de Acción Climática, Alianza Comunitaria Ambientalista del Sureste, Inc., Coalición de Organizaciones Anti-Incineración, Inc., Amigos del Río Guaynabo, Inc., CAMBIO, Sierra Club and its Puerto Rico Chapter, and Unión de Trabajadores de la Industria Eléctrica y Riego (jointly, Puerto Rico Local and Environmental Organizations), larroyo@earthjustice.org, lvelez@earthjustice.org, rmurthy@earthjustice.org, rstgo2@gmail.com, notificaciones@bufete-emmanuelli.com, pedrosaade5@gmail.com, jessica@bufete-emmanuelli.com; rolando@bufete-emmanuelli.com; lvelez@earthjustice.org.

In San Juan, Puerto Rico, this 23rd day of June, 2022.



DLA Piper (Puerto Rico) LLC
500 Calle de la Tanca, Suite 401
San Juan, PR 00901-1969
Tel. 787-945-9132
Fax 939-697-6102

/s/Ana Margarita Rodríguez Rivera
Ana Margarita Rodríguez Rivera
RUA Núm. 16,195
ana.rodriguezrivera@us.dlapiper.com

/s/Yahaira De la Rosa Algarín
Yahaira De la Rosa Algarín
RUA Núm. 18,061
yahaira.delarosa@us.dlapiper.com