

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

IN RE:

LUMA’S ACCELERATED STORAGE
ADDITION PROGRAM

CASE NO. NEPR-MI-2024-0002

SUBJECT: Informative Motion and to Submit Evidence of PREPA Governing Board Approval of Three Phase 1 SO Agreements, in Compliance with Resolution and Order of December 4, 2024, and Request for Confidentiality

NEPR

Received:

Dec 11, 2024

4:38 PM

**INFORMATIVE MOTION AND TO SUBMIT EVIDENCE OF PREPA GOVERNING
BOARD APPROVAL OF THREE PHASE 1 SO AGREEMENTS, IN COMPLIANCE
WITH RESOLUTION AND ORDER OF DECEMBER 4, 2024, AND REQUEST FOR
CONFIDENTIALITY**

TO THE HONORABLE PUERTO RICO ENERGY BUREAU:

COME NOW LUMA Energy, LLC (“ManagementCo”), and LUMA Energy Servco, LLC (“ServCo”) (jointly referred to as “LUMA”), through the undersigned counsel, and respectfully states and requests the following:

I. Relevant Background and Procedural History

1. On November 12, 2024, LUMA submitted to the Puerto Rico Energy Bureau (“Energy Bureau”) a *Motion to Submit Information on Three Finalized Standard Offer Agreements in Compliance with Resolution and Order of November 1, 2024, and Request for Extension to Submit Finalized Fourth Agreement, Clarification on Next Steps, and Confidential Treatment* (“November 12th Motion”) in which LUMA informed that, in compliance with a Resolution and Order from the Energy Bureau of November 1, 2024 (“November 1st Resolution”), on November 12, 2024, LUMA had submitted to the Governing Board of the Puerto Rico Electric Power Authority (“PREPA”), for their approval for the Executive Director’s execution, three (3) of the four (4) final Accelerated Storage Addition Program (“ASAP”) Standard Offer (“SO”) Phase 1

Agreements approved by the Energy Bureau in the November 1st Resolution, representing 90 MW of 4-hour BESS capacity to the electric system. *See* November 12th Motion on pages 3 and 7. With respect to the fourth SO Phase 1 Agreement, LUMA requested additional time to finalize it to address certain particularities. LUMA also requested the Energy Bureau to authorize it to distribute the SO Phase 1 Agreement to all other Phase 1 participants in order to allow discussions towards finalization of the specifics with the other potential Phase 1 participants. *See id.* on pages 9-10.

2. On November 14, 2022, the Energy Bureau issued a Resolution and Order (“November 14th Resolution”) in which it determined that LUMA complied with the November 1st Resolution, granted LUMA fifteen (15) days to finalize the fourth SO Phase 1 Agreement, and directed LUMA to a Resolution and Order of October 11, 2024 (“October 11th Resolution”) “whereby LUMA was ordered to offer, **immediately** after the Energy Bureau's approval, the SO Agreement to all interconnected [independent power producers (“IPPs”)] and all IPPs with executed [Power Purchase and Operating Agreements (“PPOA”)] contracts, regardless of their interconnection status”. *See id.*

3. On November 18, 2024, Martínó Solar Farm (“Martínó Solar”) and Coto Laurel Solar Farm (“Coto Laurel”) submitted to the Energy Bureau a *Request for Notification under NEPR Order Dated October 11, 2024* in which they informed that they had not received copies of the SO Agreement.

4. On November 22, 2024, the Energy Bureau ordered LUMA to show cause as to why it should not be fined for noncompliance with the October 11th Resolution and the November 14th Resolution, with respect to offering the Phase 1 SO Agreement to all IPPs regardless of their interconnection status.

5. On December 3, 2024, LUMA filed a *Motion to Respond to Order to Show Cause of November 22, 2024, Request for Extension to Submit Standard Offer Agreement for Fourth Participant, and Request for Confidential Treatment* (“December 3rd Motion”), in which it provided reasons wherefor LUMA should not be imposed a fine for noncompliance with October 11th Resolution and November 14th Resolution and respectfully requested this Honorable Energy Bureau that the orders at issue in these resolutions be vacated and to instead allow for an orderly process, in accordance to the ASAP Phase 2 Program, for the distribution of the SO Agreements to the Phase 2 participants, after development of a suitable draft thereof by LUMA that is approved by this Energy Bureau, which draft LUMA would submit within the next fifteen (15) days. LUMA also informed that the SO Phase 1 Agreements were all distributed to the remaining nine Phase 1 participants on November 19, 2024, “the day after the SO Agreements had been submitted and approved by PREPA so that LUMA was sure of the final form of the approved Agreements”. LUMA also respectfully requested that the Energy Bureau provide the until the end of December 2024 to finalize the fourth SO Phase 1 Agreement.

6. On December 4, 2024, the Energy Bureau issued a Resolution and Order (“December 4th Resolution and Order”) determining not to impose a fine on LUMA and vacating the October 11th and November 14th Resolutions, only with respect to the specific matters indicated (that is, the order to distribute the SO Phase 1 Agreement to all IPPs regardless of interconnection status), and granting LUMA until the end of December 2024 to finalize the fourth SO Phase 1 Agreement. The Energy Bureau then ordered LUMA to submit, within the next fifteen (15) days, the SO Phase 2 Agreement and reiterated that the Phase 2 of the ASAP will be implemented pursuant to the originally approved Phase 2 Program. The Energy Bureau also ordered LUMA to provide, within seven (7) days of the notification of the December 4th Resolution and Order,

evidence that PREPA approved the filed SO Agreements as LUMA indicates in its statement in its November 12th Motion: “the date after the SO Agreement had been submitted and approved by PREPA so that LUMA was sure of the final form of the approved Agreements”.

7. On December 10, 2024, PREPA filed with the Energy Bureau an *Informative Motion* (“December 10th Informative Motion”) in which it informed that, through Resolution 5163 submitted as Exhibit 1 to the December 10th Informative Motion, PREPA’s Governing Board approved the three SO Phase 1 Agreements for submission to the Financial Oversight and Management Board for Puerto Rico and other stakeholders as required by law for their respective approvals and approved the execution of each agreement by PREPA’s Executive Director. PREPA also submitted to the Energy Bureau the SO Phase I Agreements as approved by its Governing Board.

II. Submittal of Information

8. In compliance with the December 4th Resolution and Order, LUMA herein informs that its statement in the December 3rd Motion regarding the approval of the three SO Phase 1 Agreements by the PREPA Governing Board was based on the following recording of the PREPA’s Governing Board meeting held on November 18, 2024, in which the Governing Board approved the three SO Phase 1 Agreements submitted by LUMA:

https://www.youtube.com/watch?v=vlST_9R_PHS.¹

The written resolution of this determination was submitted by PREPA in its December 10th Informative Motion.

9. LUMA also informs that on November 26, 2024, PREPA requested LUMA to correct some minor typographical errors in the three SO Phase I Agreements to finalize them (*See*

¹ The discussion of this subject occurs from 26:51 until 32:39.

Exhibit 1 (without attachments)), which LUMA did and submitted to PREPA on December 6, 2024.

10. LUMA respectfully requests the honorable Energy Bureau to maintain the Exhibit 1 herein confidential as validated trade secret information under applicable laws and regulations, including the Energy Bureau's Policy on Management of Confidential Information, CEPR-MI-2016-0009, issued on August 31, 2016, as amended on September 21, 2016 ("Policy on Confidential Information").

III. Memorandum of Law in Support of Request for Confidential Treatment of Exhibit 1

A. Applicable Laws and Regulation to submit information confidentially before the Energy Bureau

1. General Framework

11. Section 6.15 of Act 57-2014 regulates the management of confidential information filed before this Energy Bureau. It provides, in pertinent part, that: "[i]f any person who is required to submit information to the Energy [Bureau] believes that the information to be submitted has any confidentiality privilege, such person may request the Commission to treat such information as such [...]" 22 LPRA §1054n. If the Energy Bureau determines, after appropriate evaluation, that the information should be protected, "it shall grant such protection in a manner that least affects the public interest, transparency, and the rights of the parties involved in the administrative procedure in which the allegedly confidential document is submitted." *Id.* Section 6.15 (a).

12. In connection with the duties of electric power service companies, Section 1.10 (i) of Act 17-2019 provides that electric power service companies shall submit information requested by customers, except for: (i) confidential information in accordance with the Rules of Evidence of Puerto Rico. 22 LPRA §1141i.

13. Access to the confidential information shall be provided “only to the lawyers and external consultants involved in the administrative process after the execution of a confidentiality agreement.” *Id.* Section 6.15(b), 22 LPRA §1054n. Finally, Act 57-2014 provides that this Energy Bureau “shall keep the documents submitted for its consideration out of public reach only in exceptional cases. In these cases, the information shall be duly safeguarded and delivered exclusively to the personnel of the [Energy Bureau] who needs to know such information under nondisclosure agreements. However, the [Energy Bureau] shall direct that a non-confidential copy be furnished for public review.” *Id.* Section 6.15(c).

14. The Energy Bureau’s Policy on Confidential Information details the procedures that a party should follow to request that a document or portion thereof, be afforded confidential treatment. In essence, the Policy on Confidential Information requires identification of the confidential information and the filing of a memorandum of law explaining the legal basis and support for a request to file information confidentially. *See* CEPR-MI-2016-0009, Section A, as amended by the Resolution of September 16, 2016, CEPR-MI-2016-0009. The memorandum should also include a table that identifies the confidential information, a summary of the legal basis for the confidential designation and a summary of the reasons why each claim or designation conforms to the applicable legal basis of confidentiality. *Id.* paragraph 3. The party who seeks confidential treatment of information filed with the Energy Bureau must also file both a “redacted” or “public version” and an “unredacted” or “confidential” version of the document that contains confidential information. *Id.* paragraph 6.

15. The Energy Bureau’s Policy on Confidential Information also states the following with regards to access to Validated Confidential Information on the ground of being trade secret information:

Any document designated by the [Energy Bureau] as Validated Confidential Information because it is a trade secret under Act 80-2011 may only be accessed by the Producing Party and the [Bureau], unless otherwise set forth by the [Bureau] or any competent court. *Id.* Section D (on Access to Validated Confidential Information).

16. Relatedly, Regulation 8543 includes a provision for filing confidential information in adjudicatory proceedings before this Honorable Energy Bureau. To wit, Section 1.15 provides that, “a person has the duty to disclose information to the [Energy Bureau] considered to be privileged pursuant to the Rules of Evidence, said person shall identify the allegedly privileged information, request the [Energy Bureau] the protection of said information, and provide supportive arguments, in writing, for a claim of information of privileged nature. The [Energy Bureau] shall evaluate the petition and, if it understands [that] the material merits protection, proceed accordingly to [. . .] Article 6.15 of Act No. 57-2014, as amended.”

2. Commercially Sensitive Confidential Information

17. The Puerto Rico legal system recognizes and protects the confidentiality of certain information considered to be privileged. In part, privileged materials are exclusively referred to as the privileges codified in the Rules of Evidence. *E.L.A v. Casta*, 162 DPR 1, 10 (2004). One of these recognized privileges are a company’s Trade Secrets:

The owner of a trade secret has a privilege, which may be claimed by such person or by his or her agent or employee, to refuse to disclose and to prevent another from disclosing it, if the allowance of the privilege will not tend to conceal fraud or otherwise work injustice. If disclosure is directed, the court shall take such protective measures as the interest of the owner of a trade secret and of the parties and the interests of justice require.

See R. Evid. 513, 32 LPRA Ap. IV, R. 513 (2024).

18. In essence, this privilege “protects confidential commercial information” and is “based on public policy considerations aimed at promoting innovation, commercial production and business operation improvement, which in turn contributes to economic and technological

development”. (translation provided). *Colón Rivera v. Triple-S Salud, Inc.*, 2020 WL 8458051, page. *7 (Puerto Rico Court of Appeals, December 22, 2020).

19. The Puerto Rico Trade and Industrial Secrets Protection Act - Act. No. 80 of June 3, 2011, as amended, 10 LPRA § 4131 (2024) (“Act 80-2011”) considers a trade secret any information that:

- (a) From which an independent economic value, whether current value or potential value, or a commercial advantage is derived because such information is not commonly known or accessible by appropriate means to those persons who may derive pecuniary benefit from the use or disclosure of such information, and
 - (b) which has been subject to reasonable security measures, under the circumstances, to maintain its confidentiality.
- 10 LPRA § 4132 (translation provided).

20. Act 80-2011 considers reasonable security measures as those taken by the owner to limit access to information under particular circumstances. 10 LPRA§ 4133. The following are considered reasonable measures, among others:

- (a) Not disclose the information to individuals or entities not authorized to have access to it;
- (b) limit the number of people authorized to access the information;
- (c) require employees of the company authorized to access the information to sign confidentiality agreements;
- (d) store the information in a separate place from any other information;
- (e) label the information as confidential;
- (f) take measures to prevent indiscriminate reproduction of the information;
- (g) establish control measures for the use or access of the information by employees, or
- (h) implement available technological measures when publishing or transmitting the information through the Internet, including the use of email, webpages, discussion forums and any other equivalent means.

Id. (translation provided).

21. Article 11(c) of Act 80-2011 establishes that, before ordering any production of a commercial trade secret, it should be determined whether there is a substantial need for the

information. (Our translation). 10 LPRA § 4139(c). Puerto Rico Courts in adversarial cases have interpreted a “substantial need” when the following four (4) conditions are present:

- (1) The allegations raised for the purpose of establishing the existence or absence of liability have been specifically raised;
- (2) the information sought to be discovered is directly relevant to the allegations specifically raised;
- (3) the information sought to be discovered is such that the party seeking discovery would be substantially prejudiced if not permitted access to it; and
- (4) there is a good faith belief that testimony or evidence derived from the information that is part of the trade secret will be admissible at trial.

Ponce Adv. Med. v. Santiago González, 197 DPR 891, 905 (2017) (translation provided).

B. Request for Confidentiality

22. LUMA respectfully submits that Exhibits 1 contains information that should be classified as commercially sensitive information protected under Puerto Rico’s trade secret law and the Energy Bureau’s Policy on Confidential Information.

23. Exhibit 1 contains an email from PREPA to LUMA requesting minor typographical corrections of the final versions of the three (3) SO Agreements and includes the names of the counterparties to these agreements. LUMA respectfully submits that this information should be maintained confidential since Phase 1 of ASAP is still in process and the agreements have not been executed as of this date. Therefore, LUMA respectfully submits that the information on the counterparties should be considered confidential trade secret information until they are executed. Disclosure prior to such time, could potentially affect the process to get them executed or any negotiations that may arise prior to such time. Therefore, it is important to maintain these documents confidential to maintain the integrity of this process.

24. LUMA also respectfully submits that portions of this document contain the names of some Phase 1 participants, as well as the names of individuals, their signature or email

addresses, which LUMA respectfully submits should remain confidential. The protection of this information is in the public interest and aligned with Puerto Rico's legal framework on privacy which protects from the disclosure of personal information. *See, e.g.*, Const. ELA, Art. II, Sections 8 and 10 protect the right to control personal information and distinctive traits, which applies *ex proprio vigore* and against private parties. *See also e.g., Vigoreaux v. Quiznos*, 173 DPR 254, 262 (2008); *Bonilla Medina v. P.N.P.*, 140 DPR 294, 310-11 (1996), *Pueblo v. Torres Albertorio*, 115 DPR 128, 133-34 (1984). In addition, the Puerto Rico Open Government Data Act provides that the following information is excepted from public disclosure: information the disclosure of which could invade the privacy of third parties or affect their fundamental rights, as well as any type of information related to the street address, telephone number, emergency contact information, social security number, credit card number, tax and/or financial information, bank activity, confidential information of private third parties, trade secrets, tax returns, debt, or pin number, which is collected or maintained by a governmental body. *See* Act 122-2019, Articles 4(vi) and (xi).

25. The mentioned confidential information is categorized and managed by LUMA as confidential. LUMA has sought to protect this information as confidential. LUMA has not disclosed this information to third parties outside the organization (other than consultants and counsel bound to maintain it confidential) and, as a policy, does not disclose this type of information.

26. Maintaining the confidentiality of Exhibit does not adversely affect the public interest. To the contrary, as mentioned, it protects the public interest in reducing electricity costs, as well as achieving a more successful ASAP program which will lead to system reliability benefits. In addition, once the SO Agreements executed, the SO Agreements will be publicly available (subject to confidentiality of those provisions protected under the law). Thus, protection

of the information in Exhibit 1 will not hinder the public from ultimately gaining access to the relevant information.

I. Identification of Confidential Information.

27. In compliance with the Bureau’s Policy on Confidential Information, following is a table summarizing the hallmarks of this request for confidential treatment:

Document	Page/Paragraph	Description	Summary of Legal Basis for Confidential Protection	Date Filed
Exhibit 1	First page: addresser (From), addressees (To) and copied persons (CC)	Names of individuals and emails	Right to privacy (<i>see, e.g.,</i> Const. ELA, Art, II, Sections 8 and 10 and exceptions to disclosure under Puerto Rico Open Government Data Act, Act 122-2019, Articles 4(vi) and (xi)	December 11, 2024
Exhibit 1	First page: Name of Resource Provider in name of one attachment	Name of Phase 1 participant; if disclosed prior to execution could affect integrity of Phase 1 process	Trade Secrets under Act 80-2011	December 11, 2024
Exhibit 1	First Page: First paragraph, second sentence, name of Resource Provider	Name of Phase 1 participant; if disclosed prior to execution	Trade Secrets under Act 80-2011	December 11, 2024

Document	Page/Paragraph	Description	Summary of Legal Basis for Confidential Protection	Date Filed
		could affect integrity of Phase 1 process		
Exhibit 1	First Page: Second paragraph, second sentence, names of three Resource Providers	Names of Phase 1 participants; if disclosed prior to execution could affect integrity of Phase 1 process	Trade Secrets under Act 80-2011	December 11, 2024
Exhibit 1	Second Page: First full paragraph, first sentence, name of Resource Provider	Name of Phase 1 participant; if disclosed prior to execution could affect integrity of Phase 1 process	Trade Secrets under Act 80-2011	December 11, 2024
Exhibit 1	Second page, second paragraph, first and second sentences and second bullet point, names of two Resource Providers	Names of Phase 1 participants; if disclosed prior to execution could affect integrity of Phase 1 process	Trade Secrets under Act 80-2011	December 11, 2024
Exhibit 1	Name, email and phone number of addresser of email	Name of individual and contact information	Right to privacy (<i>see, e.g.,</i> Const. ELA, Art, II, Sections 8 and 10 and exceptions to	December 11, 2024

Document	Page/Paragraph	Description	Summary of Legal Basis for Confidential Protection	Date Filed
			disclosure under Puerto Rico Open Government Data Act, Act 122-2019, Articles 4(vi) and (xi)	
Exhibit 1	Bottom of page 2 and top of page 3, attached email, addresser (From), addressees (To) and copied persons (CC)	Names of individuals and emails	Right to privacy (<i>see, e.g.,</i> Const. ELA, Art. II, Sections 8 and 10 and exceptions to disclosure under Puerto Rico Open Government Data Act, Act 122-2019, Articles 4(vi) and (xi))	December 11, 2024
Exhibit 1	Page 3, addresser of email, and the persons email and phone number	Name of individual and contact information	Right to privacy (<i>see, e.g.,</i> Const. ELA, Art. II, Sections 8 and 10 and exceptions to disclosure under Puerto Rico Open Government Data Act, Act 122-2019, Articles 4(vi) and (xi))	December 11, 2024

28. LUMA submits herein a redacted version of Exhibit 1, in which the above identified information is redacted. LUMA respectfully requests the Energy Bureau to accept this redacted version as the public version of Exhibit 1.

WHEREFORE, LUMA respectfully requests that this Energy Bureau **take notice** of the aforementioned; **grant** LUMA's request for confidential treatment of Exhibit 1; **accept** the redacted Exhibit 1 herein as the public version of this exhibit; and **deem** LUMA in compliance with the December 4th Resolution Order with respect to the submittal of evidence of the approval of the SO Phase 1 Agreements by the PREPA Governing Board.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 11th day of December 2024.

We hereby certify that this motion was filed using the electronic filing system of this Energy Bureau and we will send a courtesy copy of this motion to hriviera@jrsp.pr.gov; arivera@gmlex.com; oramos@pmalaw.com; and agraitfe@agraitlawpr.com.



DLA Piper (Puerto Rico) LLC
500 Calle de la Tanca, Suite 401
San Juan, PR 00901-1969
Tel. 787-945-9147 / 9145
Fax 939-697-6141 / 6145

/s/ Laura T. Rozas
Laura T. Rozas
RUA No. 10,398
laura.rozas@us.dlapiper.com

Exhibit 1

[Redacted public version attached/ unredacted version filed under seal of confidentiality]


FW: LUMA-PREP-T-00828-Transmittal-ASAP Standard Offering Letter to PREPA

From [REDACTED]@prepa.pr.gov>

Date Tue 11/26/2024 9:36 AM

To [REDACTED]@Lumapr.com>

Cc [REDACTED]@prepa.pr.gov>; [REDACTED]@prepa.pr.gov>;
[REDACTED]@prepa.pr.gov>; [REDACTED]
[REDACTED]@fortaleza.pr.gov>; [REDACTED]@Lumapr.com>; [REDACTED]
[REDACTED]@Lumapr.com>; [REDACTED]@Lumapr.com>; [REDACTED]
[REDACTED]@Lumapr.com>; [REDACTED]
[REDACTED]@Lumapr.com>; [REDACTED]@Lumapr.com>; [REDACTED]
[REDACTED]@Lumapr.com>; [REDACTED]@Lumapr.com>;
[REDACTED]@Lumapr.com>; [REDACTED]@Lumapr.com>;
[REDACTED]@Lumapr.com>; [REDACTED]
[REDACTED]@prepa.pr.gov>

 1 attachment (3 MB)

LUMA - [REDACTED] - BESS Standard Offer Agreement (LUMA 11.12.24) (K&S correctons 11.14.24).pdf;

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Best regards,

Our legal consultant reviewed the contracts and had the following comments on them. Attached is the [REDACTED] contract with the consultant's comments. We appreciate that you include these changes in the three contracts so PREPA can send them to the PREB and then FOMB. I include the following comments from our legal consultant:

"I have noted a few minor typographical errors and one or two omissions in all three of the agreements. The are shown in highlight and ~~striketrough~~ in the attached version of the [REDACTED] agreement; the same errors and omissions appear in the [REDACTED] agreement and in the agreement identified as the [REDACTED] agreement (which has additional omissions I describe below. The errors and omissions in all three agreements can be described as follows:

- Table of Contents second, third and fourth pages – add "S" to "CONTENT" in the heading
- Page 1, item B – bold the name of the Resource Provider; strike "to enter into this Agreement;"
- Page 18, Section 3.3 – insert "the" before "Energy Bureau"
- Page 19, Section 3.7 – insert a second "S" in "BES" before "MTRs"
- Page 57, Section 19.4 – change "a" to "an" preceding "Equity Transfer"
- Exhibit 8 (Agreed Operating Procedures) is blank
- Exhibit 10 (Technical Specifications for the Dynamic System Monitor), Item II.a.1.iv.B – replace the semicolon with a period after "10 V"

- Exhibits 14, 15, 17, 18, 19, 21, 22, 23 and 24 – Note that upon execution the date of the BESS Standard Offer Agreement will need to be inserted; in some cases the name of the Resource Provider will need to be inserted

The third agreement, identified in its file name as the “[REDACTED] BESS Standard Offer Agreement,” is missing information specifically identifying the Resource Provider. The first page of this document, at Item B, indicates that this information is to be provided before signing. Note that there are brackets in this item surrounding the type of entity and its state of organization; these brackets will need to be removed once the Resource Provider supplies and confirms the bracketed information.

The errors and omissions identified above for the [REDACTED] agreements are also found in the draft [REDACTED] agreement; these should be corrected before this agreement is presented to the Parties for execution. Other information that will be required in order to make the [REDACTED] agreement suitable for execution includes the following:

- The Resource Provider’s name will need to be added to page 63
- Information specific to the [REDACTED] storage facility will need to be added to Exhibit 6
- If there are to be Agreed Operating Procedures these will have to be added to Exhibit 8
- Information identifying the Resource Provider and the date of this BESS Standard Offer Agreement will need to be added to Exhibits 13, 14, 15, 17, 18, 19, 21, 22, 23 and 24”

We appreciate it if you send us the updated contracts as soon as possible so that we can continue with the process.

Thank you,

[REDACTED]
 Administrador de Operaciones



Phone: [REDACTED]
 [REDACTED]@prepa.pr.gov
<https://aeepr.com/>
 San Juan, PR 00936-4267



From: [REDACTED]@Lumapr.com>
 Sent: Tuesday, November 12, 2024 10:51 PM
 To: [REDACTED]@fortaleza.pr.gov>
 Cc: [REDACTED]@prepa.pr.gov>; [REDACTED]@prepa.pr.gov>;
 [REDACTED]@prepa.com>; LMC PREPA <prepa@lumamc.com>; [REDACTED]
 [REDACTED]@Lumapr.com>; [REDACTED]@Lumapr.com>;
 [REDACTED]@Lumapr.com>; [REDACTED]@Lumapr.com>;
 [REDACTED]@Lumapr.com>; [REDACTED]

[REDACTED]@Lumapr.com>; [REDACTED]@Lumapr.com>; [REDACTED]
[REDACTED]@Lumapr.com>; [REDACTED]@Lumapr.com>; [REDACTED]
[REDACTED]@Lumapr.com>; [REDACTED]@Lumapr.com>; [REDACTED]
[REDACTED]@Lumapr.com>

Subject: LUMA-PREP-T-00828-Transmittal-ASAP Standard Offering Letter to PREPA

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Good evening,

Attached please find LUMA's ASAP Standard Offering Letter to PREPA.

Best,



[REDACTED]
Coordinator-T&D OMA Contract Management,
Regulatory

[REDACTED]

✉ [REDACTED]@lumapr.com

🌐 lumapr.com



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