

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

NEPR

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IN RE: PUERTO RICO ELECTRIC POWER
AUTHORITY'S PERMANENT RATE

Case No.: NEPR-MI-2020-0001

Motion to Submit Monthly Report in
Compliance with the Resolution and Order
dated June 29, 2022.

**MOTION TO SUBMIT MONTHLY REPORT IN COMPLIANCE WITH RESOLUTION
AND ORDER DATED JUNE 29, 2022**

TO THE HONORABLE PUERTO RICO ENERGY BUREAU:

COMES NOW GENERA PR LLC (“Genera”), as agent of the Puerto Rico Electric Power Authority (“PREPA”),¹ through its counsel of record, and respectfully states and requests the following:

1. On June 29, 2022, the Energy Bureau of the Puerto Rico Public Service Regulatory Board (“Energy Bureau”) issued a Resolution and Order titled *Determinación sobre los Factores de las Cláusulas de Ajuste Anual para el período de julio 2022 a junio 2023; Determinación sobre los Factores de las Cláusulas de Ajuste Trimestral para el período julio — septiembre 2022* (“June 29th Order”), whereby it ordered PREPA to, among other things, provide:

[E]n o antes del día 15 de cada mes, comenzando con el mes de julio de 2022, presentar ante el Negociado de Energía un informe detallado de los resultados de las acciones tomadas relacionadas a reclamaciones bajo el contrato entre la Autoridad y New Fortress² para el suministro de gas natural en las unidades San Juan 5 y 6. El informe debe incluir todas las instancias o incidentes en que la Autoridad ha tenido que utilizar diesel en lugar de gas natural desde el inicio

¹ Pursuant to the *Puerto Rico Thermal Generation Facilities Operation and Maintenance Agreement* (“LGA OMA”), dated January 24, 2023, executed by and among PREPA, Genera, and the Puerto Rico Public-Private Partnerships Authority (“P3A”), Genera is the sole operator and administrator of the Legacy Generation Assets (as defined in the LGA OMA) and the sole entity authorized to represent PREPA before PREB with respect to any matter related to the performance of any of the Operation & Maintenance (“O&M”) Services provided by Genera under the LGA OMA.

² The Fuel Sale and Purchase Agreement that Genera, as agent of PREPA, manages, has NFEnergía, LLC (“NFEnergía”) as the counterpart, not New Fortress Energy.

del contrato con New Fortress, la causa o causas de cada incidente, las acciones tomadas por New Fortress y/o la Autoridad para corregir dichas causas y la documentación que evidencie las correspondientes reclamaciones realizadas por la Autoridad al amparo del contrato y cualquier otra reclamación relacionada. Además, el informe debe estar acompañado de copia de cualquier documentación (e.g., cartas, correos electrónicos, memoranda, etc.) que apoye los datos contenidos en el mismo incluyendo, pero sin limitarse a, todas las comunicaciones cursadas entre la Autoridad y New Fortress con relación a **nominaciones de gas natural desde el inicio del contrato.**

See, June 29th Order, at p. 26.

2. In the June 29th Order, the Energy Bureau further instructed PREPA to:

[E]n o antes del día 15 de cada mes, comenzando con el mes de julio de 2022, presentar ante el Negociado de Energía un informe detallado de los resultados de las acciones tomadas relacionadas a reclamaciones bajo el contrato entre la Autoridad y Naturgy para el suministro de gas natural en las unidades Costa Sur 5 y 6. El informe debe estar acompañado de copia de cualquier documentación (e.g., cartas, correos electrónicos, memoranda, etc.) que apoye los datos contenidos en el mismo. Como parte de su radicación, la Autoridad deberá presentar también un informe detallado respecto al suministro de gas natural en las unidades Costa Sur 5 y 6, incluyendo la razón de consumo entre gas natural y combustible residual, así como la fecha estimada para el restablecimiento del suministro normal de gas natural a dichas unidades.

Id.

3. Effective July 1, 2023, the Service Commencement Date, the responsibility for the O&M Services for the Legacy Generation Assets transitioned from PREPA to Genera in accordance with the provisions of the LGA OMA. *See*, Article 4, Section 4.7(b) of the LGA OMA. Regarding the management of fuel contracts, Section 5.7 of the LGA OMA specifically provides as follows:

Management of Fuel and Fuel Contracts. From the Service Commencement Date and for the remainder of the Term thereafter, **Operator shall** source, procure and manage the nomination, transportation, delivery, supply, quality-testing, storage and handling of Fuel, manage and maintain fuel tanks, perform any required environmental reporting, **and maintain and administer the Fuel Contracts, in accordance with the Contract Standards and the applicable Fuel Budget then in effect.** Any renewal of an existing Fuel Contract and any procurement of a new Fuel Contract shall be subject to approval by Administrator and performed in

accordance with Applicable Law and in a manner consistent with the Procurement Manual, provided that procurement requirements that would otherwise apply to Owner under Act No. 83 of May 2, 1941 (including any rules or regulations issued thereunder) or Act 38 (including those relating to approval process and judicial review) shall not be applicable.

See, Section 5.7 of the LGA OMA.

4. Therefore, in accordance with the obligations under the LGA OMA, Genera hereby submits (i) the natural gas nominations sent to Naturgy Aprovevisionamientos S.A. for EcoEléctrica LP, as *Exhibit A*; (ii) the natural gas nominations sent to Naturgy Aprovevisionamientos S.A. for Costa Sur units 5 & 6, as *Exhibit B*; (iii) the fuel nominations sent to NFEnergía for San Juan units 5 and 6, attached as *Exhibit C*; and (iii) the natural gas nominations sent to NFEnergía for the Palo Seco, San Juan and other generation units, as *Exhibit D*.

WHEREFORE, Genera respectfully requests that the Energy Bureau **take notice** of the above for all purposes and **deem** Genera in compliance with the June 29th Order.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 14th day of April, 2025.

It is hereby certified that this motion was filed using the electronic filing system of this Energy Bureau, and that electronic copies of this Motion will be notified to the following attorneys who have filed a notice of appearance in this case: **Lcdo. Alexis Rivera**, arivera@gmlex.net; **Lcda. Margarita L Mercado Echegaray**, margarita.mercado@us.dlapiper.com; **Lcda. Yahaira de la Rosa**, yahaira.delarosa@us.dlapiper.com; Lcda. Hannia Rivera, hrivera@jrsp.pr.gov. Notice was also sent to the following addresses: legal@genera-pr.com; regulatory@genera-pr.com.

ROMAN NEGRÓN LAW, PSC
Attorneys for Genera PR, LLC
P.O. Box 360758
San Juan, PR 00936
Tel. (787) 979-2007

s/Luis R. Román Negrón
Luis R. Román Negrón
RUA 14,265
lrn@roman-negron.com

EXHIBIT A

Natural gas nominations sent to Naturgy Aprovevisionamientos S.A. for EcoEléctrica LP



AMENDED AND RESTATED
NATURAL GAS SALE AND PURCHASE AGREEMENT
BETWEEN GENERAPR, AS AGENT OF PREPA (BUYER)
AND NATURGY APROVISIONAMIENTOS S.A. (SELLER)

ECOELECTRICA NINETY DAY PROGRAMME

Month M DAY	May-25		
	DAILY MMscf	MMBtu	
Thursday, May 01, 2025	72.88	75,797	
Friday, May 02, 2025	72.88	75,797	
Saturday, May 03, 2025	69.86	72,656	
Sunday, May 04, 2025	69.86	72,656	
Monday, May 05, 2025	72.88	75,797	
Tuesday, May 06, 2025	72.88	75,797	
Wednesday, May 07, 2025	72.88	75,797	
Thursday, May 08, 2025	72.88	75,797	
Friday, May 09, 2025	72.88	75,797	
Saturday, May 10, 2025	69.86	72,656	
Sunday, May 11, 2025	69.86	72,656	
Monday, May 12, 2025	72.88	75,797	
Tuesday, May 13, 2025	72.88	75,797	
Wednesday, May 14, 2025	72.88	75,797	
Thursday, May 15, 2025	72.88	75,797	
Friday, May 16, 2025	72.88	75,797	
Saturday, May 17, 2025	69.86	72,656	
Sunday, May 18, 2025	69.86	72,656	
Monday, May 19, 2025	72.88	75,797	
Tuesday, May 20, 2025	72.88	75,797	
Wednesday, May 21, 2025	72.88	75,797	
Thursday, May 22, 2025	72.88	75,797	
Friday, May 23, 2025	72.88	75,797	
Saturday, May 24, 2025	69.86	72,656	
Sunday, May 25, 2025	69.86	72,656	
Monday, May 26, 2025	72.88	75,797	
Tuesday, May 27, 2025	72.88	75,797	
Wednesday, May 28, 2025	72.88	75,797	
Thursday, May 29, 2025	72.88	75,797	
Friday, May 30, 2025	72.88	75,797	
Saturday, May 31, 2025	69.86	72,656	
	2,232	2.321 TBtu	
Date sent	Month M + 1	Jun-25	2.246 TBtu
Saturday, April 5, 2025	Month M + 2	Jul-25	2.398 TBtu

Exhibit B

Natural gas nominations sent to Naturgy Aprovevisionamientos S.A. for Costa Sur



AMENDED AND RESTATED
NATURAL GAS SALE AND PURCHASE AGREEMENT
BETWEEN GENERA PR, AS AGENT OF PREPA (BUYER)
AND NATURGY APROVISIONAMIENTOS S.A. (SELLER)

COSTA SUR NINETY DAY PROGRAMME

Month M DAY	May-25		
	DAILY MMscf	MMBtu	
Thursday, May 01, 2025	145.55	151,368	
Friday, May 02, 2025	145.55	151,368	
Saturday, May 03, 2025	138.27	143,800	
Sunday, May 04, 2025	138.27	143,800	
Monday, May 05, 2025	145.55	151,368	
Tuesday, May 06, 2025	145.55	151,368	
Wednesday, May 07, 2025	145.55	151,368	
Thursday, May 08, 2025	145.55	151,368	
Friday, May 09, 2025	145.55	151,368	
Saturday, May 10, 2025	138.27	143,800	
Sunday, May 11, 2025	138.27	143,800	
Monday, May 12, 2025	145.55	151,368	
Tuesday, May 13, 2025	145.55	151,368	
Wednesday, May 14, 2025	145.55	151,368	
Thursday, May 15, 2025	145.55	151,368	
Friday, May 16, 2025	145.55	151,368	
Saturday, May 17, 2025	138.27	143,800	
Sunday, May 18, 2025	138.27	143,800	
Monday, May 19, 2025	145.55	151,368	
Tuesday, May 20, 2025	145.55	151,368	
Wednesday, May 21, 2025	145.55	151,368	
Thursday, May 22, 2025	145.55	151,368	
Friday, May 23, 2025	138.27	143,800	
Saturday, May 24, 2025	138.27	143,800	
Sunday, May 25, 2025	145.55	151,368	
Monday, May 26, 2025	145.55	151,368	
Tuesday, May 27, 2025	145.55	151,368	
Wednesday, May 28, 2025	145.55	151,368	
Thursday, May 29, 2025	145.55	151,368	
Friday, May 30, 2025	145.55	151,368	
Saturday, May 31, 2025	138.27	143,800	
	4,446	4.624 TBtu	
Date sent	Month M + 1	Jun-25	4.541 TBtu
Saturday, April 5, 2025	Month M + 2	Jul-25	4.692 TBtu

Exhibit C

Fuel nominations sent to NFEnergía for San Juan Units 5 and 6



FUEL SALE AND PURCHASE AGREEMENT
BETWEEN GENERA PR, AS AGENT OF PREPA (BUYER)
AND NEW FORTRESS ENERGY (SELLER)

SAN JUAN 5 & 6 NINETY DAY SCHEDULE

Month M DAY	May-25	
	DAILY MMscf	MMBtu
Thursday, May 01, 2025	69.78	72,576
Friday, May 02, 2025	69.78	72,576
Saturday, May 03, 2025	69.78	72,576
Sunday, May 04, 2025	69.78	72,576
Monday, May 05, 2025	69.78	72,576
Tuesday, May 06, 2025	69.78	72,576
Wednesday, May 07, 2025	69.78	72,576
Thursday, May 08, 2025	69.78	72,576
Friday, May 09, 2025	69.78	72,576
Saturday, May 10, 2025	69.78	72,576
Sunday, May 11, 2025	69.78	72,576
Monday, May 12, 2025	69.78	72,576
Tuesday, May 13, 2025	69.78	72,576
Wednesday, May 14, 2025	69.78	72,576
Thursday, May 15, 2025	69.78	72,576
Friday, May 16, 2025	69.78	72,576
Saturday, May 17, 2025	69.78	72,576
Sunday, May 18, 2025	69.78	72,576
Monday, May 19, 2025	69.78	72,576
Tuesday, May 20, 2025	69.78	72,576
Wednesday, May 21, 2025	69.78	72,576
Thursday, May 22, 2025	69.78	72,576
Friday, May 23, 2025	69.78	72,576
Saturday, May 24, 2025	62.81	65,318
Sunday, May 25, 2025	69.78	72,576
Monday, May 26, 2025	69.78	72,576
Tuesday, May 27, 2025	69.78	72,576
Wednesday, May 28, 2025	69.78	72,576
Thursday, May 29, 2025	69.78	72,576
Friday, May 30, 2025	69.78	72,576
Saturday, May 31, 2025	69.78	72,576
	2,156	2.243 TBtu
Date sent	Month M + 1	Jun-25 2.298 TBtu
Saturday, April 5, 2025	Month M + 2	Jul-25 2.353 TBtu

Exhibit D

Natural gas nominations sent to NFEnergía for the Palo Seco, San Juan and other generation units



NATURAL GAS SALE AND PURCHASE AGREEMENT
BETWEEN GENERA PR, AS AGENT OF PREPA (BUYER)
AND NEW FORTRESS ENERGY (SELLER)
SUPPLY FOR PALO SECO, SAN JUAN AND OTHER GENERATION UNITS

NINETY DAY SCHEDULE

Month M	May-2025				
Calendar Day	PALO SECO DAILY (MMBtu)	PALO SECO WEEKLY (MMBtu)	SAN JUAN DAILY (MMBtu)	SAN JUAN WEEKLY (MMBtu)	
Thursday, May 01, 2025	23,678	--	51,937	--	
Friday, May 02, 2025	23,678	--	51,937	--	
Saturday, May 03, 2025	12,221	--	21,641	--	
Sunday, May 04, 2025	12,221	--	21,641	--	
Monday, May 05, 2025	23,678	142,832	51,937	302,967	
Tuesday, May 06, 2025	23,678	--	51,937	--	
Wednesday, May 07, 2025	23,678	--	51,937	--	
Thursday, May 08, 2025	23,678	--	51,937	--	
Friday, May 09, 2025	23,678	--	51,937	--	
Saturday, May 10, 2025	12,221	--	21,641	--	
Sunday, May 11, 2025	12,221	--	21,641	--	
Monday, May 12, 2025	23,678	142,832	51,937	302,967	
Tuesday, May 13, 2025	23,678	--	51,937	--	
Wednesday, May 14, 2025	23,678	--	51,937	--	
Thursday, May 15, 2025	23,678	--	51,937	--	
Friday, May 16, 2025	23,678	--	51,937	--	
Saturday, May 17, 2025	12,221	--	21,641	--	
Sunday, May 18, 2025	12,221	--	21,641	--	
Monday, May 19, 2025	23,678	142,832	51,937	302,967	
Tuesday, May 20, 2025	23,678	--	51,937	--	
Wednesday, May 21, 2025	23,678	--	51,937	--	
Thursday, May 22, 2025	23,678	--	51,937	--	
Friday, May 23, 2025	23,678	--	51,937	--	
Saturday, May 24, 2025	12,221	--	21,641	--	
Sunday, May 25, 2025	12,221	--	21,641	--	
Monday, May 26, 2025	23,678	130,611	51,937	281,326	
Tuesday, May 27, 2025	23,678	--	51,937	--	
Wednesday, May 28, 2025	23,678	--	51,937	--	
Thursday, May 29, 2025	23,678	--	51,937	--	
Friday, May 30, 2025	23,678	--	51,937	--	
Saturday, May 31, 2025	12,221	--	21,641	--	
	PALO SECO		SAN JUAN	PALO SECO & SAN JUAN	
Quantity for Month M -- May/25	630,905	MMBtu	1,337,383	1.968	TBtu
Quantity for Month M+1 -- Jun/25	710,330	MMBtu	1,947,700	2.658	TBtu
Quantity for Month M+2 -- Jul/25	734,000	MMBtu	2,012,600	2.747	TBtu

Date sent
Saturday, April 5, 2025