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

IN RE: REVIEW OF LUMA'S INITIAL BUDGET,	**CASE NO.:** NEPR-MI-2021-0004 **SUBJECT: Establishment of Temporary Default Budgets for Fiscal Year 2026 ("FY26").**

MOTION FOR RECONSIDERATION OF THE JUNE 20, 2025 RESOLUTION AND OBJECTING TO BUDGET REDUCTIONS

TO THE HONORABLE ENERGY BUREAU:

COMES NOW, **Genera PR LLC**, through undersigned counsel, and respectfully STATES and PRAYS:

I. Introduction

Genera PR LLC respectfully moves the Energy Bureau to reconsider and vacate its **June 20, 2025 Resolution in Case No. NEPR-MI-2021-0004**, which significantly adjusted Genera's FY2025–2026 Operating Budget through a "Temporary Default Budget" directive. The decision, made without notice, hearing, or adherence to the default budget mechanism established in Genera's O&M Agreement with PREPA and previously reaffirmed by the Bureau in its **April 21, 2025 Resolution in the case NEPR-AP-2023-0003**, directly undermines Genera's ability to fulfill its contractual performance obligations and to implement federally supported generation and resilience projects currently underway across Puerto Rico's electrical system.

Accordingly, Genera PR respectfully requests that the Energy Bureau: (1) Vacate the June 20 Resolution and reinstate the FY2025 budget baseline pending adoption of a final or provisional rate; or (2) in the alternative, to grant an opportunity to be heard—through briefing or hearing—to assess the operational impacts of the

budget reduction on Genera's ability to meet its contractual and federally supported obligations.

II. Procedural Background

On **April 21, 2025**, the Energy Bureau issued a Resolution and Order in Case **No. NEPR-AP-2023-0003**, wherein it expressly stated that in the absence of a provisional rate or final order, regulated entities would operate under the most recently approved budget. *See* Resolution and Order dated April 21, 2025, NEPR-AP-2023-0003, p. 6, Sec. V(7); *see also id.*, p. 5 ("if there is not a final budget in place by July 1 of the Contract Year, the default budget is the budget 'for the immediately preceding Contract Year' . . . .").

Subsequently, on **June 11, 2025**, the Energy Bureau issued a Resolution and Order in Case No. NEPR-MI-2021-0004 reaffirming that the FY2025 budget, as amended, would remain in effect as the **Temporary Default Budget** for FY2026, pending the adoption of provisional or final rates. In that same order, the Bureau directed LUMA to submit detailed FY2026 revenue forecasts by June 13, 2025, including projections by customer class, assumptions, and proposed inflation adjustments consistent with the 2017 Rate Order.

In response, LUMA filed a series of submissions between June 13 and June 19, 2025, including: A Base Rate and Load Forecast and Rate Buildup for FY26 (June 13); An Amended Response with a revised annual budget and base rate revenue comparison (June 19); and Additional supporting documentation addressing the Bureau's June 11 directives.

Despite these filings, no formal budget proposal was submitted by PREPA or Genera, and no provisional rate was adopted. Then, on **June 20, 2025**, the Energy

Bureau issued a Resolution and Order in Case No. **NEPR-MI-2021-0004** establishing a reduced Temporary Default Budget for FY2025-2026 (hereinafter, FY2026). The Resolution imposed a proportional reduction across all expenditure categories, capping Genera PR's FY2026 budget at $280.393 million — approximately $22 million below the FY2025 baseline. This action was taken without notice, hearing, or opportunity for Genera to submit its FY2026 budget or defend the continued application of the FY2025 budget under the OMA's default mechanism.

III. Exposition and Argumentation

A. PREB's Budget Reduction Threatens Genera's Operational Compliance and Jeopardizes Federal Investment in Grid Resilience.

PREB's June 20, 2025 Resolution imposes structural, operational, and fiscal constraints that disrupt Genera PR's ability to meet its performance obligations under the Operation and Maintenance Agreement (OMA) executed on **January 24, 2023** and to sustain its role in federally co-funded grid modernization projects.

First, the across-the-board budget reduction undermines Genera's capacity to maintain contracted levels of generation service in compliance with the performance-based framework of the OMA. As outlined in Sections 6.1(a)(iv) and 7.4, PREPA and the Administrator, the Puerto Rico Public-Private Partnerships Authority (P3A), are obligated to ensure that Genera receives sufficient funding through the Operating Budget to meet applicable Contract Standards and qualify for performance incentives.

PREB's reduction—implemented without engaging Genera PR and absent an adjudicated budget or provisional rate—places Genera in the untenable position of being expected to deliver full performance with diminished resources, creating a structural misalignment between contractual obligations and available funding.

Second, the budget cut critically jeopardizes Genera's ability to unlock and execute nearly **$1 billion in federally supported energy infrastructure projects**, including new peaker generation units, battery energy storage systems (BESS), critical component replacements, and major unit repairs. These projects — among the most consequential for the future of Puerto Rico's electrical system — have already received **$593 million in disbursements** and were publicly commended by the Financial Oversight and Management Board (FOMB) during a June 6, 2025 review.

However, these projects are funded through **FEMA Public Assistance programs** that reimburse only **90% of eligible costs**. Under **Section 5.8 of the OMA**, PREPA is explicitly responsible for securing or providing the **10% non-federal cost-share** required by law, including under the Stafford Act. Genera has already requested approximately **$30 million in matching funds** from PREPA, which remains unfunded — a delay that has already slowed execution and that will worsen under the reduced FY2026 budget.

Absent PREPA's match — a responsibility that PREB's budget cut functionally derails — FEMA may suspend reimbursement or withhold disbursements under **Disaster Declaration DR-4339**. This would bring all federally funded projects to a halt, including those underway or planned at **Cambalache, Vega Baja, Costa Sur, Aguirre**, and multiple other sites. These delays would not only breach federal funding requirements, but risk cascading consequences on reliability, system planning, and regulatory credibility.

Through its parallel oversight of planning dockets and FEMA-funded initiatives, the Bureau has institutional knowledge of Genera's reliance on continued funding to meet both contractual and federal milestones. The implementation of a

reduced "Temporary Default Budget" poses challenges to both the OMA's operational framework and Puerto Rico's ability to access federal support. It is crucial to ensure that the execution of federally sanctioned projects is not hindered by disruptions to the contractual and financial structures necessary for their success.

In addition to those operational challenges, the June 20 Resolution also infringes upon Genera's substantive and procedural rights.

B. PREB's Budget Reduction Constitutes a Substantial Impairment of Contractual Obligations in Violation of Article I, Section 10 of the U.S. Constitution and Article II, Section 7 of the Puerto Rico Constitution.

1. *PREB's June 20 Resolution Qualifies as Legislative Action Subject to Contract Clause Scrutiny*

The Energy Bureau's June 20, 2025, Resolution constitutes legislative action within the meaning of the Contract Clause of the U.S. Constitution. See *Sullivan v. Nassau County Interim Finance Authority*, 959 F.3d 54, 61-63 (2d Cir. 2020). While the Clause prohibits any "Law impairing the Obligation of Contracts," U.S. Const. art. I, § 10, cl. 1, courts have recognized that this prohibition extends beyond formal statutes to include administrative actions that have the force and effect of law. *Sullivan*, p. 61 (explaining the U.S. Supreme Court's view that whether actions are legislative "depends not on their form but upon 'whether they contain matter which is properly to be regarded as legislative in its character and effect.'" *quoting I.N.S. v. Chadha*, 462 U.S. 919, 952 (1983)). *See also Cascadia Wildlands v. Kitzhaber*, 911 F. Supp. 2d 1075, 1083 (D. Or. 2012); *Consejo de Titulares v. Triple S Propiedad, Inc.*, 210 D.P.R. 344, 366 (2022) (applying the Contract Clause of the Puerto Rico Constitution in the context of administrative rulemaking).

As the Second Circuit emphasized in *Sullivan*, administrative actions may be subject to Contract Clause scrutiny when they carry the "force and effect of law". 959

F.3d at 61–63. This is particularly true where the action imposes generalized, forward-looking policies—rather than case-specific adjudications—without statutory anchoring or procedural safeguards.

Courts have extended this reasoning in analogous contexts. For example, in *Cascadia Wildlands v. Kitzhaber*, the court held that administrative decisions "bore the hallmark of traditional legislation" where they reflected "discretionary, policymaking decisions implicating the balancing act of priorities" within a broader regulatory scheme. 911 F. Supp. 2d 1075, 1083 (D. Or. 2012) *citing Supreme Ct. of Va. v. Consumers Union of the U.S., Inc.,* 446 U.S. 719, 721 (1980). Similarly, PREB's June 20, 2025 Resolution reflects a legislative-type intervention: it was not tethered to a specific adjudicative record, but instead constituted a generalized budgetary directive that imposed forward-looking financial consequences on Genera's contractual operations.

The Second Circuit in *Sullivan* held that even if an action is taken by an administrative body (like NIFA), it may still be subject to **Contract Clause scrutiny** if it has the **force and effect of law** and materially alters contractual obligations. *Id.*, at 61–63. The Energy Bureau's Resolution, although styled as an interim administrative measure, **set binding budgetary limits** that directly affected Genera's operational scope — a hallmark of legislative character under Contract Clause scrutiny. *Id.* The court in *Sullivan* emphasized that a **substantial impairment** exists when a government action disrupts the "reasonable expectations" of a party under a contract — especially in heavily regulated industries. *Id.* at 64–65.

In this case, Genera reasonably expected, based on the April 21, 2025 Resolution in case NEPR-AP-2023-0003, the June 11, 2025 Resolution in case NEPR-

MI-2021-0004 and the provisions of its O&M Agreement with PREPA, that its FY25 budget would remain in place absent a provisional rate. However, the June 20 Resolution reduced that budget unilaterally, undermining those expectations.

In Sullivan, the Second Circuit acknowledged that **broadly delegated powers** (like those granted to NIFA or the Energy Bureau) do not immunize actions from Contract Clause review if they **negate contractual remedies** or **override negotiated terms**. *Id.* at 63–64. Here, the Energy Bureau's June 20 Resolution imposed a generalized, forward-looking rule that reduced Genera PR's FY2025-2026 budget by over $22 million, not through adjudication, but by **creating a new default funding rule** applicable to all expenditures not contractually fixed. This is precisely the kind of sweeping decree that the case law treats as legislative in substance, regardless of form.

Moreover, the Resolution was not tethered to any existing law or a specific factual dispute, because there was not on record any formal submission by any affected party to initiate the FY2025–2026 budget process. Instead, it **altered the contractual and financial landscape beginning on July 1, 2025**, without statutory or regulatory authority — a hallmark of legislative action under *Sullivan*, *Buffalo Teachers*, and *New Orleans Water-Works Co. v. Louisiana Sugar-Refining Co.*, 125 U.S. 18, 30–32 (1888). Therefore, the June 20 Resolution is subject to examination under the Contract Clause, and must be assessed using the three-part test established in *Sullivan*, leading to its invalidation.

Puerto Rico constitutional law also supports Contract Clause scrutiny when administrative interpretations compound the effect of legislation. In *Consejo de Titulares v. Triple-S Propiedad, Inc.*, 210 D.P.R. 344 (2022), the Court addressed a claim that a statutory change, combined with a **normative letter** issued by the

Insurance Commissioner, impaired existing contractual obligations. *Id.*, p. 365-367. Although the Court ultimately found that the letter did not constitute a legislative rule because it imposed no binding obligation, it still analyzed the letter's role **within the broader Contract Clause claim**. *Id.*, p. 371-374. The case affirms that even **non-binding administrative instruments** can be relevant to determining whether public action interferes with private contractual rights — particularly when such instruments reflect, reinforce, or operationalize legislative changes. *Id.* Here, PREB's June 20 Resolution, although styled as a budgetary directive, altered key elements of the contractual framework between PREPA and Genera without agreement or adjudication.

2. ***PREB's June 20 Resolution Fails Constitutional Review Under the Contract Clause Framework***

The Second Circuit's decision in *Sullivan v. Nassau County Interim Finance Authority*, 959 F.3d 54 (2d Cir. 2020), provides a comprehensive framework for evaluating whether a governmental action violates the Contract Clause of the U.S. Constitution. The court reaffirmed the three-part test articulated in *Energy Reserves Group v. Kansas Power & Light*, 459 U.S. 400 (1983), and applied in *Buffalo Teachers Fed'n v. Tobe*, 464 F.3d 362 (2d Cir. 2006): (1) whether the contractual impairment is substantial; (2) if so, whether the law serves a legitimate public purpose such as remedying a general social or economic problem; and (3) if so, whether the means chosen to accomplish the public purpose are reasonable and necessary. *Sullivan*, 959 F.3d at 64.

The court emphasized in *Sullivan*, that **a substantial impairment exists when a law changes the levels at which public employees are to be compensated under a contract**, and that the reasonableness of expectations depends on whether the affected

party operates in a heavily regulated industry. *Id.* at 64–65. Here, the Energy Bureau's June 20 Resolution substantially impaired Genera's contractual rights by: (1) reducing its FY2026 budget below the FY2025 baseline, in violation of the OMA's default budget mechanism (Section 7.3(g)); and (2) (4) interfering with the collaborative budget process among PREPA, the Administrator, and the Operator (Sections 6.1, 6.2, 7.3).

As in *Sullivan*, the impairment here is **not merely incidental** — it alters the financial and operational equilibrium of the contract and frustrates the parties' reasonable expectations. The OMA was executed in reliance on a structured budget process and a predictable rate-setting framework. PREB's unilateral deviation from that structure — without a final rate order or provisional tariff — mirrors the kind of state interference that triggered Contract Clause scrutiny in *Sullivan*.

The *Sullivan* court also held that when the government is a party to the contract or acts in its own interest, courts apply **"less deference"** and scrutinize whether the impairment was truly necessary and whether less drastic alternatives were available. *Id.* at 66–67. PREB has not demonstrated that the budget reduction was necessary to avert a fiscal crisis, nor that it considered less restrictive alternatives — such as maintaining the FY2025 budget pending final rate adjudication, as it had previously ordered on April 21.

In *Sullivan*, the court upheld a wage freeze only after finding that the state had exhausted other options, acted in response to a genuine fiscal emergency, and imposed the freeze for a limited duration. *Id.* at 68–69. None of those justifications are present here. PREB's action was not time-limited, not tied to a fiscal emergency, and not supported by a record of alternative analysis. Accordingly, under the *Sullivan*

framework, the June 20 Resolution constitutes a **substantial, unjustified, and unreasonable impairment** of a public contract — one that fails the constitutional test and must be vacated.

3. ***PREB's Resolution Unlawfully Impairs Contractual Rights and Bypasses the Default Budget Mechanism Established in the OMA***

The OMA outlines a precise, multilateral process for annual budget development, revision, and funding, binding PREPA (as Owner), the P3 Authority (as Administrator), and Genera PR (as Operator).

Section 7.3(g) of the OMA (p. 89) establishes a formal **default budget mechanism**: "*In the event any O&M Budget for a given Contract Year has not been finalized in accordance with Section 7.3(c) . . . by July 1 of such Contract Year, the applicable approved O&M Budget for the immediately preceding Contract Year (as the same may have been amended)... shall remain in effect until such time as the applicable O&M Budget . . . is so finalized . . . .*"

This provision conditions the continued funding of Genera's operations on the **last-approved budget** unless and until a new budget is finalized by Administrator review. The Energy Bureau acknowledged and reinforced this expectation in its own **April 21, 2025 Resolution in NEPR-AP-2023-0003**, by signaling that in the absence of a final determination or a provisional rate, the Energy Bureau ORDERS that the approved FY2025 budgets shall remain in effect until further notice. However, in its **June 20, 2025 Resolution in NEPR-MI-2021-0004**, the Bureau effectively reversed its position without explanation or legal foundation, imposing a "Temporary Default Budget" that: (1) reduces Genera's FY2026 O&M Budget from FY2025 levels by approximately **$22 million**; and (2) overrides the default mechanism jointly adopted by the contract parties under **Section 7.3(g).**

The OMA further obligates PREPA and the Administrator to ensure that funding levels are sufficient to meet contract standards and enable Genera to earn performance-based compensation: (1) **Section 6.1(a)(iv)** requires that PREPA *"cooperate with Operator such that the Budgets and funds in support of O&M Services are sufficient . . . to enable Operator to meet the Contract Standards"*, and imposes a parallel duty on the Administrator to enable sufficient budgeting to allow achievement of performance incentives. (2) **Section 7.4** mandates that each annual budget "*shall be designed to be adequate in both scope and amounts to reasonably assure that Operator is able to carry out the related O&M Services in accordance with the Contract Standard . . . .*"

PREB's June 20 action put in place a lower budget into effect **without finalizing the FY2026 budget under the process set forth in Section 7.3(c)** and without observing the default mechanism outlined in Section 7.3(g). This preemption: Negates the **contractual promise of continuity and reliability** in funding; undermines Genera's ability to meet the **performance metrics** on which its compensation and service evaluation depend; and violates the Owner's and Administrator's express contractual duties to collaborate in securing adequate budgetary support.

The Bureau's issuance of a proportional "Temporary Default Budget" affects the application of the OMA through what may be considered a quasi-legislative action. This illustrates the type of ad hoc and unpredictable policymaking that the Puerto Rico Supreme Court cautioned administrative agencies to avoid in *Asociación de Farmacias de la Comunidad v. Departamento de Salud*, 156 D.P.R. 105: "Where there are no standards in law or regulation to govern an agency's discretion, the scheme promotes arbitrary or discriminatory application." *. . .*" *Id.*, p. 136.

C. PREB's Departure from Its Prior Determinations in the April 21 Resolution (NEPR-AP-2023-0003) and the June 11, 2025 Resolution (NEPR-MI-2021-0004) Violates the Principle of Administrative Predictability.

Even setting aside the constitutional implications, the Resolution fails under bedrock principles of administrative law. The Energy Bureau's reduction of Genera PR's budget for FY26 through the June 20 Resolution contradicts its explicit prior determination that the **existing approved budget would remain in place** until a provisional rate is adopted. The April 21 Resolution did not authorize across-the-board reductions, nor a discretionary reinterpretation of the prior fiscal year budget. Its clear intent was to preserve operational continuity while the provisional or final rate determination was pending.

By implementing a reduced interim budget before adopting a provisional rate, the Bureau modified the regulatory framework it set in motion, creating inconsistency and undermining the principles of procedural fairness and administrative predictability.

Foundational principles of administrative law demand consistent application of agency policies. *Deptford Energy, LLC v. FERC*, 766 F.3d 10, 20 (D.C. Cir. 2014) ("It is textbook administrative law that an agency must provide[ ] a reasoned explanation for departing from precedent or treating *similar situations* differently, and Commission cases are no exception"); *see also Baltimore Gas & Elec. Co. v. FERC*, 954 F.3d 279, 283 (D.C. Cir. 2020).

In this case, the Bureau explicitly announced in its April 21, 2025 Resolution that the FY2025 budget would remain operative in the absence of a provisional rate. See *NEPR-AP-2023-0003*, p. 6. The June 20, 2025 Resolution reversed course without explanation, undermining Genera's reliance on previously announced policies.

Courts have long criticized "*variable and unpredictable enforcement of important and mandatorily stated administrative rule provisions*," recognizing it as inequitable and unsound. *See Acme Cartage Co. v. U.S.*, 290 F. Supp. 453, 457 (W.D. Wash. 1968). Genera PR and other entities have a right to stability in the budgetary framework used to fulfill legally binding operational responsibilities.

Additionally, under the principles of *Auer* deference, regulatory interpretations that promote clarity and uniformity in agency practice are favored — but only when applied in a reasoned and consistent manner. See *Waters v. Pizza to You, LLC*, 538 F. Supp. 3d 785, 800 (S.D. Ohio 2021).

D. PREB's Ad Hoc Budgetary Action Lacks Legal Anchoring and Undermines the Rule of Law

In *Asociación de Farmacias de la Comunidad v. Departamento de Salud*, 156 D.P.R. 105 (2002), the Puerto Rico Supreme Court ruled that an administrative agency without clear legal standards to limit its discretion has two options: "(1) To promulgate a more specific regulation that does not merely repeat the ambiguous criteria provided by law; or (2) to establish a system through which it issues detailed, reasoned, and well-founded decisions, accessible to the general public, capable of setting precedent, and subject to judicial review in order to prevent arbitrariness in their application." *Id.*, p. 142 (our translation). The Court emphasized that when an agency exercises discretion without clear regulatory standards, it creates a **regime of uncertainty** that frustrates the ability of regulated parties to understand their obligations, prepare their filings, or seek meaningful judicial review. *Id.* at 127–128, 139–140

PREB's June 20, 2025 Resolution (NEPR-MI-2021-0004) imposed a budgetary reduction on Genera PR **without citing any rule or regulation** that authorizes such action. The Resolution contains no reference to the procedural framework established

in *NEPR-AP-2023-0003*, nor does it explain how the reduction aligns with the Bureau's own April 21, 2025 directive.

This lack of normative anchoring — combined with the absence of a published methodology or opportunity for Genera to be heard — mirrors the defects that led the Supreme Court in *Asociación de Farmacias* to invalidate the Department of Health's regulation for being vague, procedurally deficient, and conducive to arbitrary enforcement. *See Id.*, at 120–124, 130–132.

The Court's reasoning in *Asociación de Farmacias* is particularly instructive here *Administrative rules must include an adequate explanation of their purposes and reasons for adoption. This obligation is desirable because it imposes no significant burden on agencies and greatly improves the quality of regulation. Id.*, at 127.

PREB's failure to articulate a reasoned basis for departing from its April 21 policy, or to explain the legal foundation for its budgetary action, **deprives regulated entities of fair notice** and undermines the Energy Bureau's credibility as a consistent and transparent regulator. PREB's unexplained and standardless reduction of Genera's budget — adopted through a budget proceeding unrelated to the tariff case and without clear procedural guardrails — fails this requirement of regulatory transparency and notice.

E. If Judicially Deemed an Adjudication, the Resolution Impaired Genera's Procedural Rights Under LPAU

In the alternative, if a reviewing court were to determine that the June 20, 2025 Resolution constitutes an adjudication under the Ley de Procedimiento Administrativo Uniforme (LPAU)—defined in 3 L.P.R.A. § 9603(b) as "el pronunciamiento mediante el cual una agencia determina los derechos, obligaciones o

privilegios que correspondan a una parte"—its issuance impaired Genera PR's procedural due process rights.

Under the Puerto Rico Supreme Court's case law, adjudicative actions are those of particularized application that affect the rights of identifiable parties. *See J.P. v. Frente Unido I*, 165 D.P.R. 445, 463–464 (2005); *Mun. de San Juan v. Junta de Planificación*, 189 D.P.R. 895, 906 (2013). The June 20 Resolution imposed binding budgetary consequences that altered Genera's financial expectations and operational framework—without prior notice, opportunity to be heard, or a developed evidentiary record.

This procedural deficiency contravenes the due process principles articulated in *Rivera Rodríguez & Co. v. Lee Stowell*, 133 D.P.R. 881, 887–888 (1993), which holds that the State must ensure that any interference with liberty or property interests occurs through a process that is fair and equitable. In *Zapata v. Zapata*, 156 D.P.R. 278, 301–302 (2002), the Court reaffirmed that determining the adequacy of process requires weighing: (1) the nature of the interest affected; (2) the risk of erroneous deprivation under the procedure used and the probable value of additional safeguards; and (3) the government's interest and the feasibility of alternative procedures.

Here, the interests at stake—contractual funding rights and operational continuity—are substantial; the risk of error was heightened by the absence of party participation; and the Bureau had less intrusive alternatives, including maintaining the FY2025 budget baseline pending formal adjudication. As further emphasized in *Mun. de San Juan*, once a property interest is implicated, due process guarantees meaningful notice and the opportunity to be heard—neither of which were afforded here. *Id.*, p. 908.

IV. Preservation of Rights and Procedural Safeguards

Given the lack of formal guidance as to whether PREB treated the June 20 Resolution as adjudicative or quasi-legislative, and considering the overlapping attributes of rate regulation and budget implementation, the movant brings this challenge through a motion for reconsideration within the 15-day window applicable under prevailing procedural norms set by LPAU. This challenge is filed **without waiving any right to pursue judicial review** under the LPAU or challenge the validity of the Resolution via a complaint (*querella*) or other appropriate vehicle.

V. Relief Requested

WHEREFORE, **Genera PR LLC** respectfully prays that the Energy Bureau:

1. Reconsider and vacates its June 20, 2025 Resolution and Order (NEPR-MI-2021-0004) to the extent it unilaterally reduces Genera PR's FY2026 operating budget in contravention of prior regulatory determinations and contractual protections.

2. Restore Genera PR's FY2025 budget levels pending a final or provisional rate determination in *NEPR-AP-2023-0003*, consistent with the Bureau's April 21, 2025 directive.

3. In the alternative, to schedule a hearing or the submission of supplemental briefing specifically to assess the operational impact of the June 20, 2025 budget reduction directive on Genera PR's ability to fulfill its contractual, regulatory, and federally supported obligations.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, on July 7, 2025.

Certification: It is hereby certified that an exact copy of this motion was notified on the day of its filing to the following persons or attorneys on record Juan Gonzalez Galarza jgonzalez@gmlex.net; **Katiuska Bolaños Lugo** – *katiuska.bolanos-lugo@us.dlapiper.com*; **Margarita Mercado** *margarita.mercado@us.dlapiper.com*;

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