

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

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**IN RE: PUERTO RICO  
ELECTRIC POWER  
AUTHORITY RATE REVIEW**

**CASE NUM. NEPR-AP-2023-0003**

**Subject:**

**SUN-SESA Brief on Rate Design**

**SESA-SUN REPLY BRIEF ON RATE DESIGN**

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**TO THE HONORABLE PUERTO RICO ENERGY BUREAU:**

COMES NOW, SOLAR UNITED NEIGHBORS (“SUN”) and the SOLAR AND ENERGY STORAGE ASSOCIATION OF PUERTO RICO (“SESA”), represented by the undersigned attorneys, and very respectfully STATE, ALLEGE and PRAY:

1. Several parties and intervenors to this proceeding filed their initial briefs on rate design.
2. Respectfully, SUN and SESA hereby reply to several statements made on the initial briefs filed by other parties to this proceeding.

**I. SUN AND SESA OPPOSE HIGHER FIXED CHARGES**

SUN and SESA reiterate their opposition to the imposition of higher fixed charges on LUMA’s customers. None of the initial briefs on Rate Design submitted by other parties and intervenors contradict our conclusion that LUMA’s proposals to increase the current fixed rate and reclassify as fixed charges the Contribution-In-Lieu-of Taxes (CILT), SUBA (subsidy) components and the payments for PREPA pensions, raise the current fixed charges from \$4 to over \$40.

The appearing parties strongly agree with the Independent Consumer Protection Office (OIPC) on their opposition to LUMA’s proposal on shifting from volumetric rates to fixed rates:

“The central defect in LUMA’s rate design proposal lies not merely in the level of the resulting rates, but in the structure through which those rates are designed to recover revenues. As presented, the proposal shifts an increasing share of system costs into fixed or otherwise unavoidable charges, weakening the traditional relationship between electricity usage and cost responsibility. By doing so, it reduces customers’ ability to manage or lower their bills through conservation, energy efficiency, or demand management. **This structure reflects policy choices that prioritize stability for the operator over consumer protection, yet these choices are not supported by adequate justification in the evidentiary record.**”<sup>1</sup> (emphasis added).

As further stated by the OIPC,

“Fixed charges dilute the connection between consumption and cost responsibility, disproportionately burden low-usage customers, and penalize those who actively manage demand, invest in energy efficiency, or reduce consumption through conservation. **As fixed charges increase, customers’ ability to control their bills through behavioral or technological choices correspondingly diminishes, undermining long-standing regulatory objectives and public policy goals.**”<sup>2</sup> (emphasis added).

SUN and SESA respectfully disagree with LUMA’s comments about Kyle Datta’s testimony regarding transfer of “more overheads and distribution system expenses as fixed costs to residential and NEM [Net Energy Metering] customers beyond the actual costs of interconnecting, metering, billing and account management.”<sup>3</sup> Both Mr. Datta and Dr. Faruqui agree that fixed charges cannot be used to recover from residential and NEM customers *all* fixed costs of the utility beyond the actual costs of interconnecting, metering, billing and account management.<sup>4</sup>

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<sup>1</sup> Independent Consumer Protection Office, *Legal Brief on Rate Design*, 10-11 (February 2026). That said, we disagree with the premise that moving to fixed fees directly results in achieving “stability for the operator”.

<sup>2</sup> *Id.*, at 12.

<sup>3</sup> *LUMA’s Rate Design Brief*, 14 (February 17, 2026).

<sup>4</sup> *Joint SUN-SESA Brief on Rate Design*, 11-12 (February 17, 2026).

The record in this rate case does not support LUMA's assertion that its rate design proposal is "designed to better allocate costs and properly account for costs and benefits where they are being realized."<sup>5</sup> While LUMA may contend that its proposal benefits the utility, nothing in the record establishes that it is equitable or beneficial for low consumption (usually low-income customers), energy efficiency and/or net energy metering. By shifting cost recovery from volumetric charges to higher fixed charges, the proposal effectively reduces the economic value of net metering for participating customers. Because fixed charges are unavoidable regardless of kWh offset, increasing them lengthens solar payback periods and diminishes the financial viability of distributed generation investments previously encouraged under Puerto Rico law.

Importantly, SUN and SESA do not contend that NEM customers are exempt from contributing to system-wide costs. Rather, those costs must be allocated in a manner that preserves cost causation, avoids undue discrimination, and does not functionally impose disproportionate burdens on low-consumption or efficiency-oriented customers. LUMA's proposal fails that test.

## II. LEGACY DEBT RIDER

Several parties to this proceeding oppose the establishment of a "Legacy Debt Rider" ("LDR") at this time—namely, before the Title III court established under PROMESA adjudicates PREPA's bankruptcy case. SUN and SESA join in opposing the creation of this premature rider. SESA and SUN clarify that they do not categorically oppose the inclusion of an LDR in the tariff. Rather, SESA and SUN's concern is limited

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<sup>5</sup> *LUMA's Rate Design Brief*, supra note 3, at 13.

to the structure of any such rider and its compliance with Puerto Rico's Net Metering statute.

Nearly nine years after PREPA filed for bankruptcy, the case remains marked by substantial uncertainty. The Financial Oversight and Management Board ("FOMB") has adopted shifting positions in recent years regarding PREPA's Plan of Adjustment ("POA"). In 2023, FOMB proposed a plan that would have reduced PREPA's debt to approximately \$5.68 billion, including recovery through a legacy charge imposed as a rider on LUMA customers' bills. In August 2023, FOMB amended the POA to propose payment of approximately \$2.5 billion, excluding pension liabilities. Most recently, in March 2025, FOMB proposed a new version of the POA that eliminated the legacy charge contemplated in prior versions.

This evolving and unsettled posture regarding any legacy charge to be imposed on customer bills underscores the speculative nature of establishing a placeholder rider at this stage. Given this evolving posture, SESA and SUN take no position at this time on whether an LDR should ultimately be implemented. However, if the Bureau determines to authorize inclusion of an LDR in the Tariff Sheet, whether now or in the future, its structure must comply with applicable statutory requirements.

Section 4(c) of Act 114-2007 provides that "[n]o direct or indirect charge shall be imposed on the generation of renewable energy by prosumers." This statutory protection has consistently been interpreted to prohibit volumetric charges applied to energy exported by Net Energy Metering ("NEM") customers or otherwise imposed on gross consumption rather than net consumption.

Accordingly, SESA and SUN oppose any proposal to implement the LDR as a volumetric, non-bypassable charge applied to gross kWh consumption. Such a structure would effectively impose charges on energy that is offset through on-site renewable generation, in contravention of Act 114-2007.

If an LDR is implemented as a volumetric charge, it must be calculated exclusively on net consumption; that is, on the kWh actually consumed from the grid after application of NEM credits. A volumetric rider applied to net consumption preserves statutory compliance while ensuring that customers contribute to debt recovery in proportion to the energy they draw from the system.

SESA and SUN therefore remain neutral as to the concept of including an LDR in the Tariff Sheet, provided that any such rider:

1. Is based on legally determined and approved debt obligations; and
2. Is structured as a volumetric charge applied solely to net consumption, not as a non-bypassable charge applied to gross usage.

To the extent any party proposes a volumetric non-bypassable structure, SESA and SUN respectfully submit that such an approach would conflict with Act 114-2007 and undermine statutory protections afforded to renewable energy prosumers.

Alternatively, given the continued uncertainty surrounding PREPA's ultimate debt resolution, SUN and SESA respectfully oppose the creation of any such rider until the Title III court definitively resolves the matter.<sup>6</sup>

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<sup>6</sup> On the forthcoming brief on *Legal Issues*, SUN and SESA will further elaborate on the legal implications of the Legacy Debt Rider (LDR) proposal on net metering policies. Structuring the LDR as "non-bypassable" is prohibited by Act 114-2007, as it negates a net metering customer's ability to partly or fully offset the LDR charge via net metering. The LDR as proposed could also be considered discriminatory under Act 114, as its design targets or affects net metering clients.

### III. PENSION OBLIGATIONS

On November 26, 2025, LUMA submitted a motion proposing moving repayment of PREPA's underfunded pension obligations from a volumetric charge to a fixed fee. SUN and SESA asked the Honorable Energy Bureau to defer a decision on this issue until resolution of this rate case.

As we will further elaborate on the forthcoming Legal Issues Brief, net-metering participants (as well as others, such as low-income customers and highly efficient customers), stand to be penalized by the dramatic bill increases created by fixed rates such as the pension rider.

Sistema de Retiro de los Empleados de la Autoridad de Energía Eléctrica (SREAEE) states that “[t]he shift from a volumetric rider to a fixed customer charge may offer certain benefits in terms of revenue predictability, but it does not eliminate structural risks such as customer migration, billing inaccuracies, non-payment, energy theft, FEMA reimbursement delays, or broader economic contraction.”<sup>7</sup> SUN and SESA have consistently held that fixed charges reduce a solar customer's ability to avoid those charges by offsetting kWh with PV, lengthening payback times, and are illegal under Act 114-2007, as amended.

### IV. LUMA'S ATTACKS ON ENERGY EFFICIENCY ARE UNFOUNDED AND CONTRARY TO ESTABLISHED ENERGY POLICY

Out of nowhere, LUMA appears to attack the role of energy efficiency (EE) in Puerto Rico's energy model.<sup>8</sup> LUMA's critique of Dr. Asa Hopkins' testimony regarding EE states that he “failed to consider PREPA's bankruptcy status, system remediation

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<sup>7</sup> *Rate Design Brief of the PREPA Employees' Retirement System (SREAEE)*, 6-7, 13 (February 9, 2026).

<sup>8</sup> *LUMA's Rate Design Brief*, supra note 3, at 6-11.

requirements, and budget impacts”; also, that Dr. Hopkins supposedly failed to consider “whether the EE programs in any of the 12 reference states were implemented by a municipal utility like PREPA that is in bankruptcy.”<sup>9</sup>

Dr. Hopkins states in his testimony that

“Regulation 9367 established a structure by which LUMA Energy (LUMA) is ramping up energy efficiency programs through a transition period, before filing its first formal multiyear plan with energy efficiency performance targets. LUMA is offering transition-period programs that include customer education and financial incentives (such as rebates for efficient appliances and cooling equipment). In FY25, LUMA implemented programs including distributing residential and business energy efficiency kits, offering appliance and equipment rebates, and offering in-store discounts for efficient items. More than 38,000 customers participated in LUMA programs in FY25. LUMA estimates that these programs delivered annual energy savings of about 31.4 GWh, split between residential (24.3 GWh) and commercial (7.2 GWh) customers.”<sup>10</sup>

Puerto Rico’s energy policy and regulatory decisions plainly articulate energy efficiency goals. Section 1.5(II)(e) of Act 17-2019 aspires

“[t]o establish an Electrical System model that maximizes the use of the energy resources available and that empowers the consumer to be part of the energy resources portfolio *through the adoption of energy efficiency strategies*, demand response, the installation of distributed generators, among others.” (emphasis added).

Respectfully, LUMA’s position conflates financial challenges with policy compliance obligations. Bankruptcy status does not suspend statutory energy policy mandates or the Commonwealth’s long-standing commitment to demand-side management. LUMA’s attacks on energy efficiency are unfounded and contrary to the Commonwealth’s established energy policy. As per Act 17 of 2019, as amended, LUMA must continue implementing robust measures to advance the broader objectives. The

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<sup>9</sup> Id., at 7.

<sup>10</sup> Dr. Asa Hopkins, *Expert Report: Energy Efficiency Impact on Load Forecast and Billing Determinants*, Exh. 58, 2 (October 2, 2025).

utility's bankruptcy status cannot justify failing to comply with these longstanding policy goals. Well-designed energy efficiency programs are central to Puerto Rico's clean energy transition, affordability, and demand-side management—objectives that LUMA is obligated to support, not obstruct or deliberately delay.

The Bureau should reaffirm that financial constraints do not excuse retreat from energy efficiency, demand response, and distributed generation policies embedded in Puerto Rico law.

#### V. CONCLUSION AND REQUESTED RELIEF

For the foregoing reasons, SUN and SESA respectfully request that the Energy Bureau:

1. Reject LUMA's proposal to reclassify CILT, subsidy components, and pension-related costs as fixed customer charges;
2. Decline to establish a volumetric non-bypassable Legacy Debt Rider;
3. Reject the proposed reclassification of pension repayment obligations into fixed charges; and
4. Reaffirm the Commonwealth's statutory commitment to energy efficiency, demand response, and distributed generation as central components of rate design and system planning.

LUMA has not demonstrated that its proposed structural changes satisfy the requirements of just, reasonable, and non-discriminatory ratemaking. The Bureau should therefore deny the requested modifications.

WHEREFORE, SOLAR UNITED NEIGHBORS and SOLAR AND ENERGY STORAGE ASSOCIATION OF PUERTO RICO respectfully request that this Honorable Bureau takes notice of SUN and SESA's reply to the initial briefs on rate design.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 3<sup>rd</sup> day of March 2026.

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**CERTIFICATE OF COMPLIANCE WITH WORD-COUNT LIMIT**

**SOLAR UNITED NEIGHBORS and SOLAR AND ENERGY STORAGE  
ASSOCIATION OF PUERTO RICO CERTIFY** that this document has 2,100 words,  
excluding the caption, table of contents, signature blocks, and service information.

***s/Javier Rúa-Jovet  
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## CERTIFICATION

WE HEREBY CERTIFY that this motion was filed using the Energy Bureau's electronic filing system and that electronic copies of this motion will be notified to the Hearing Examiner, Scott Hempling, via [shempling@scotthemplinglaw.com](mailto:shempling@scotthemplinglaw.com); and to the attorneys of the parties of record: [margarita.mercado@us.dlapiper.com](mailto:margarita.mercado@us.dlapiper.com); [carolyn.clarkin@us.dlapiper.com](mailto:carolyn.clarkin@us.dlapiper.com); [chambers@us.dlapiper.com](mailto:chambers@us.dlapiper.com); [mvalle@gmlex.net](mailto:mvalle@gmlex.net); [jgonzalez@gmlex.net](mailto:jgonzalez@gmlex.net); [arivera@gmlex.net](mailto:arivera@gmlex.net); [jfr@sbgblaw.com](mailto:jfr@sbgblaw.com); [regulatory@genera-pr.com](mailto:regulatory@genera-pr.com); [legal@genera-pr.com](mailto:legal@genera-pr.com)

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