

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

NEPR

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IN RE: REQUERIMIENTO DE INFORMACION A LUMA ENERGY, LLC Y LUMA ENERGY SERVCO, LLC SOBRE ACUERDOS SUSCRITOS CON MUNICIPIOS RELACIONADOS CON ALUMBRADO PÚBLICO

CASE NO. NEPR-MI-2026-0001

SUBJECT: REQUESTS FOR INFORMATION IN RESOLUTION AND ORDER OF FEBRUARY 11, 2026

LUMA’S MOTION SUBMITTING RESPONSES TO REQUESTS FOR INFORMATION, IN COMPLIANCE WITH RESOLUTION AND ORDER OF FEBRUARY 11, 2026, AND REQUEST FOR CONFIDENTIAL TREATMENT OF *EXHIBIT 2* HEREIN

TO THE HONORABLE PUERTO RICO ENERGY BUREAU:

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

I. Relevant Background and Procedural History

1. On February 11, 2026, this Energy Bureau issued a Resolution and Order (“February 11th Order”) stating that it has learned that LUMA has executed agreements with Municipalities related to the installation, repair, and maintenance of public luminaries and ordering LUMA to respond to Requests for Information on the subject (the “RFIs”) within twenty (20) days of notification of the February 11th Order.

2. The Energy Bureau explains in the February 11th Order that it has been tasked with evaluating the legal and regulatory viability of allowing municipal participation in the repair and maintenance of electric luminaries, and that the RFIs are necessary to learn about the technical criteria applied; evaluate the compatibility of the mentioned agreements with Act 57-2014 and the

current contractual framework; and determine if it is necessary to adopt uniform regulatory guidelines to safeguard the electrical system's technical uniformity and integrity.

II. Submittal of RFI Responses

3. In compliance with the February 11th Order, LUMA hereby submits its responses to the RFIs set forth in the February 11th Order. *See Exhibit 1*. LUMA highlights that, as informed in the attached responses, LUMA has not yet executed any agreements with Municipalities for the installation, repair, and maintenance of public luminaries. As explained in *Exhibit 1*, LUMA has developed a draft template of an agreement for such purposes, which is attached as *Exhibit 2*. This draft template is preliminary and subject to further development, revisions or modifications as a result of further LUMA reviews and assessments and discussions with Municipalities or other input obtained during such process.

4. LUMA is submitting *Exhibit 2* under seal of confidentiality, pursuant to the Energy Bureau's Policy on Management of Confidential Information, CEPR-MI-2016-0009 issued on August 31, 2016, and partially amended on September 20, 2016 (the "Policy on Confidential Information"). LUMA includes below the Memorandum of Law in support of this request.

III. Memorandum of Law in Support of Request for Confidential Treatment of Exhibit 2

5. Section 6.15 of the *Puerto Rico Energy Transformation and RELIEF Act*, Act No. 57-2014, as amended ("Act 57-2014") regulates the management of confidential information filed before this Energy Bureau, providing, 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 [...]" PR Laws Ann. tit. 22, § 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).

6. 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.¹ This document provides that “[a]ny 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 [Energy Bureau], unless otherwise set forth by the [Energy Bureau] or any competent court”. *Id.* at § D (on Access to Validated Confidential Information).

7. Relatedly, the Energy Bureau’s *Regulation on Adjudicative, Notice of Noncompliance, Rate Review and Investigation Procedures*, Regulation No. 8543, includes a provision for filing confidential information in adjudicatory proceedings before this honorable Energy Bureau.²

8. 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

¹ In essence, the Policy on Confidential Information requires the identification of confidential information and the filing of a memorandum of law explaining the legal basis and supporting evidence 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.

² 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.

the privileges codified in the Rules of Evidence. *E.L.A. v. Casta*, 162 DPR 1, 10 (2004). One of these recognized privileges is the 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, PR Laws Ann. tit. 32, Ap. IV, R. 513 (2024).

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

10. The *Puerto Rico Trade and Industrial Secrets Protection Act*, Act No. 80-2011, as amended, PR Ann. Laws tit. 10, § 4131 (2024) (“Act 80-2011”) considers a trade secret any information:

- (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.

PR Laws Ann. tit. 10, § 4132 (translation provided).

11. Act 80-2011 considers reasonable security measures such as those taken by the owner to limit access to information under particular circumstances. PR Laws Ann. tit. 10, § 4133.³

³ The following are considered reasonable measures, among others:

12. 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). PR Laws Ann. tit. 10, § 4139(c).⁴

13. The Puerto Rico Supreme Court has explained that the trade secrets privilege protects free enterprise and extends to commercial information that is confidential in nature. *Ponce Adv. Med. v. Santiago González*, 197 DPR 891, 901-902 (2017) (citation omitted).

14. LUMA respectfully requests that the Energy Bureau designate *Exhibit 2* as confidential, pursuant to the protections afforded under Puerto Rico law for trade secrets and proprietary business information. This document is a draft that may show internal and pre-decisional deliberative processes that may place LUMA in a vulnerable negotiating position to

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- (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 information through the Internet, including the use of email, webpages, discussion forums and any other equivalent means.

Id. (translation provided).

⁴ 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).

conduct further business. LUMA takes reasonable security measures, such as this one, to maintain the confidentiality of its internal deliberation processes.

WHEREFORE, LUMA respectfully requests this Honorable Bureau **take notice** of the above; **accept** LUMA's responses to the RFIs in the February 11th Order; **deem** LUMA in compliance with the February 11th Order; and **grant** the request for confidential treatment of *Exhibit 2* herein.

RESPECTFULLY SUBMITTED.

In Guaynabo, Puerto Rico, this 3rd day of March 2026.

WE HEREBY CERTIFY that this motion was filed using the electronic filing system of this Energy Bureau.



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Exhibit 1

Responses to RFIs in February 11th Order

Municipal Installation, Repair, and Maintenance of Public Streetlighting Agreement

NEPR-MI-2026-0001

Response: ROI-LUMA-MI-2026-0001-20260211-PREB-001

SUBJECT

A. Inventory of Agreements

REQUEST

1. Complete list of all agreements executed with municipalities related to public streetlighting.
2. Execution date, effective period, and current status.
3. Full copy of each agreement.

RESPONSE

1. LUMA clarifies that no intergovernmental agreements (IGAs or preliminary draft IGA template) have been executed with municipalities; however, collaborative work has occurred through both informal and formal engagements beginning in April 2025. The responses included in this ROI reflect the most recent information arising from preliminary draft templates of IGAs and related efforts, but do not represent final requirements or provisions. LUMA expressly reserves the right to supplement, clarify, revise, or correct this response.

LUMA has held multiple meetings with mayoral representatives and conducted internal coordination to assess opportunities for municipal participation in streetlight and vegetation work while ensuring compliance with safety, operational, funding, and federal requirements.

LUMA also engaged with the Federal Emergency Management Agency (FEMA), the Puerto Rico Central Office for Recovery, Reconstruction and Resilience (COR3), and the Puerto Rico Electric Power Authority (PREPA) to review the concept, obtain necessary feedback, and verify alignment with federal and local frameworks.

Based on COR3's recommendations, LUMA developed a preliminary draft IGA template. Following development of this preliminary template, LUMA has engaged in additional internal planning to address funding constraints, execution responsibilities, and oversight needs before presenting the agreement to municipalities.

2. Not applicable as no agreements have been executed.
3. A copy of the preliminary draft IGA template will be provided as part of the responses to this ROI; however, this material remains under development and is subject to further revision, refinement, or

modification.

Municipal Installation, Repair, and Maintenance of Public Streetlighting Agreement

NEPR-MI-2026-0001

Response: ROI-LUMA-MI-2026-0001-20260211-PREB-002

SUBJECT

B. Technical Criteria Applied

REQUEST

1. Technical standards used for:
 - a. Installation of luminaries
 - b. Repair or replacement
 - c. Conversion to LED technology
 - d. Grid intervention on poles or wiring
2. Applicable electrical safety protocols
3. Coordination procedures with the System Operations Center.
4. Qualification and certification requirements for municipal personnel or contractors
5. Inspection and quality control procedures
6. Compatibility parameters with the distribution system

RESPONSE

Municipalities would be required to be treated as a Contractor¹ under the T&D OMA² and therefore would be required to comply with all requirements applicable to contractors. Under Section 1.1, the OMA defines a 'Contractor' as any party that enters into a Contract with the Operator on behalf of the Owner. As such, Municipalities acting in that capacity are subject to all relevant contractual obligations, which may include safety compliance, insurance requirements, adherence to federal requirements applicable to federally funded work, and obtaining regulatory and agency approvals in accordance with the T&D OMA.

1. For questions a–d: Municipalities would be required to adhere to the applicable technical standards in effect at the time the work is performed.

¹ "Contractor" has the meaning assigned in the Puerto Rico Transmission and Distribution System Operation and Maintenance Agreement (T&D OMA), defined as a party that enters into a Contract with the Operator, acting as agent for the Owner, including Contractors as defined in 2 CFR 200.23

² The Puerto Rico Transmission and Distribution System Operation and Maintenance Agreement executed on June 22, 2020, by and amongst the Puerto Rico Electric Power Authority ("PREPA"), the Puerto Rico Public-Private Partnerships Authority ("P3A") and LUMA Energy, LLC and LUMA Energy ServCo, LLC (collectively, "LUMA").

2. The municipality would be required to adhere to Occupational Safety and Health Administration (OSHA) electrical standards and LUMA safety requirements. The municipality will ensure that its personnel are trained in these standards and in LUMA's internal safety policies and procedures. Personnel will use proper personal protective equipment and will implement traffic control measures. When conditions require it, short-circuit barriers will be installed in accordance with LUMA's safety expectation. Likewise, the municipalities will be subject to any other relevant and applicable safety protocol, in line with accepted utility standard practices for the work to be performed.
3. Municipalities would be required to work in collaboration and mutual understanding with a LUMA authorized representative assigned to the project. Because the streetlight work would be required to only involve low-voltage components, it will generally not require system switching or direct coordination with the System Operations Center.
4. The Municipality would be required to ensure that its workers are trained and qualified per OSHA 29 CFR 1910.269 and that they complete LUMA's required contractor-safety training prior to beginning work. Municipal personnel would be required to meet the same qualifications required of any contractor performing construction activities on the distribution system.
5. Each project to be performed by a Municipality will be assigned to a LUMA authorized representative. Upon completion, LUMA would be required to conduct inspections through internal quality control inspectors. Any non-conformities identified would be required to be corrected by the municipality or its contractor to meet LUMA and FEMA requirements.
6. Installations would be required to comply with standards and ensure proper voltage verification, continuity checks, and safe integration with existing circuits. Work performed using standards and materials ensure compatibility with the distribution system.

Municipal Installation, Repair, and Maintenance of Public Streetlighting Agreement

NEPR-MI-2026-0001

Response: ROI-LUMA-MI-2026-0001-20260211-PREB-003

SUBJECT

C. Operational Criteria

REQUEST

1. Permitted scope of municipal work
2. Grid intervention prioritization procedure
3. Supervision mechanisms by LUMA
4. Incident notification protocol
5. Coordination with FEMA or other federal funding sources

RESPONSE

1. Municipalities would only be allowed to perform low-risk distribution streetlight repair and limited component replacement activities, as authorized by LUMA. The work is restricted to low-voltage components and expressly excludes any work on operation and maintenance activities governed by the T&D OMA³. The Municipality would be required to be authorized to verify and update asset data as required; document conditions through photographs and Geographic Information System (GIS) entries; perform voltage checks and low-voltage troubleshooting as required; identify vegetation interference; adjust supply lines; tighten or replace luminaire arms and components; install or replace underground conduits, junction boxes, grounding systems, and conductors; conduct disconnections/reconnection under 600V; remove and coordinate disposal of damaged luminaires; install in-line fused disconnects; replace poles; install luminaires and photocontrols; install overhead conductors when directed by LUMA; confirm circuit operation; and handle, store, and prepare materials for recycling. Work would be required to comply with all safety, environmental, LUMA standards, utilize qualified personnel and may only be performed at locations specifically authorized by LUMA through performance schedules, maps, GIS data or task orders.
2. Grid intervention prioritization would be required to be directed and controlled by LUMA; the Municipality may only perform work at locations specifically authorized through the mechanisms defined in the preliminary draft IGA template. Work prioritization would be required to take into account FEMA funding obligations when applicable, as well as funding and resource availability for

³ The Puerto Rico Transmission and Distribution System Operation and Maintenance Agreement executed on June 22, 2020, by and amongst the Puerto Rico Electric Power Authority ("PREPA"), the Puerto Rico Public-Private Partnerships Authority ("P3A") and LUMA Energy, LLC and LUMA Energy ServCo, LLC (collectively, "LUMA").

work that is not FEMA funded. Because the work does not require power outages, scheduling and prioritization will generally remain flexible while still adhering to the priorities established by LUMA.

3. LUMA would be required to exercise supervision over all municipal streetlight repair activities through a combination of authorization controls, technical oversight, documentation requirements, and quality assurance mechanisms. LUMA would be required to assign an authorized representative to each project or task order to ensure proper coordination and to conduct field inspections. Municipalities would be required to submit before-and-after photos, GIS updates, and detailed reports for all work performed in Field Maps as per the provided as-built procedure. LUMA would be required to conduct quality control inspections through the course of the work, issue written notices of non-compliance when deficiencies are identified, and perform re-inspections after corrective actions have been completed.
4. Prior to commencement of work, municipalities would be required to comply with LUMA's contractor safety training requirements, which include protocols for incident response and reporting. In addition, municipalities would be required to promptly notify LUMA, within 24 hours of any safety, incidents, environmental violations, hazards encountered, or any other conditions that may impact work performance, consistent with LUMA's Safety Standards. Training and orientation in safety and incident reporting would be provided during the onboarding process. Notifications would be required to be documented in LUMA's internal incident tracking tool, Intelix.
5. LUMA would be required to serve as the primary point of contact for FEMA-related matters and for coordination with other federal funding sources, as applicable.

Municipal Installation, Repair, and Maintenance of Public Streetlighting Agreement

NEPR-MI-2026-0001

Response: ROI-LUMA-MI-2026-0001-20260211-PREB-004

SUBJECT

D. Contractual and Risk Aspects

REQUEST

1. Assignment of civil liability
2. Insurance requirements
3. Indemnification clauses
4. Dispute resolution mechanisms
5. Budgetary impact and cost treatment

RESPONSE

The contractual and risk-management aspect of the agreement would be required to be managed in accordance with LUMA's standard contractor management practices. Municipalities would be required to be treated as Contractors for these purposes. The final versions of the agreement would be required to include the required provisions addressing insurances and indemnification clauses.

1. Municipalities would be required to maintain General Liability Insurance that provides coverage for third-party bodily injury, property damage, and contractual liability, serving as the primary mechanism for addressing civil liability that may arise from their work. Municipalities would be required to maintain adequate insurance for all activities performed under the agreement, name LUMA and PREPA as additional insureds, and include waivers of subrogation to prevent the improper shifting of uninsured risks. The civil liability insurance is a T&D OMA requirement⁴ for any Contractor of LUMA as defined under the T&D OMA performing Operation and Maintenance (O&M) Services. Furthermore, it protects the Municipality, LUMA, and PREPA, and maintains the established contractual risk management structure.
2. Insurance to be required under the agreement:
 - Workers' Compensation Insurance - covering all employees of the Municipality engaged in the performance of the work with a coverage limit per accident

⁴ See Section 10.1 of the T&D OMA.

- General Liability Insurance - coverage limits per occurrence, including coverage for bodily injury, property damage, and contractual liability
 - Automobile Liability Insurance - covering the ownership, maintenance, or use of any owned, non-owned, or hired automobile
 - Excess or Umbrella Liability Insurance
 - A bond would be required when applicable
3. The Municipality would be required to be solely responsible and liable for any claims, damages, losses, or costs that could arise from its work, its personnel, its contractors, or its equipment. The Municipality would be required to indemnify, defend, and hold harmless LUMA and PREPA for any losses or claims that result from municipal actions or omissions. LUMA and PREPA would not be responsible for any damages caused by the Municipality's activities, and the Municipality would be required to waive any claims against LUMA related to its performance under the agreement.
 4. These aspects would be required to be managed in accordance with contractor management best practices. Municipalities will be treated as Contractors for these purposes.
 5. The agreement budget ceiling would be required to be aligned with the approved Federal and Non-Federal budget for the applicable fiscal year, as authorized by the Energy Bureau for the Distribution Streetlighting Program.

Municipal Installation, Repair, and Maintenance of Public Streetlighting Agreement

NEPR-MI-2026-0001

Response: ROI-LUMA-MI-2026-0001-20260211-PREB-005

SUBJECT

E. Contractual compatibility Analysis

REQUEST

1. Analysis explaining how such agreements:
 - a. Are consistent with the current O&M Agreement
 - b. Do not alter contractual allocation of responsibilities
 - c. Do not create risks of contractual breach

RESPONSE

- a. Under the T&D OMA, LUMA is designated as the exclusive provider of O&M Services, along with its Contractors and Subcontractors⁵. These services include system operations, infrastructure maintenance, safety oversight, and all energized or higher-risk electrical work⁶.

In addition, the T&D OMA grants LUMA the irrevocable authority to act as PREPA's legally authorized agent⁷ enabling LUMA to enter into agreements, including System Contracts, and take actions on PREPA's behalf. When required to fulfill its duties, LUMA may execute and deliver these agreements as PREPA's agent to ensure continuity and operational compliance⁸.

- b. The agreements with the Municipalities would not modify or diminish LUMA's obligations under the T&D OMA, are allowed under the T&D OMA provisions discussed above, and are subject to strict LUMA oversight, and requirements.
- c. LUMA and the municipalities would be required to engage in good-faith efforts to ensure that the agreements reached would be required to comply with the contractual frameworks of the OMA and other applicable legal requirements, so that the agreements are successfully implemented and remain in compliance.

⁵ See Section 3.6 of the T&D OMA.

⁶ See Article 5 and Annex I – Scope of Services of the T&D OMA.

⁷ See Section 5.6 of the T&D OMA.

⁸ See Article 11 of the T&D OMA.

Exhibit 2

Draft Template of Agreement

[Submitted under Seal of Confidentiality]