

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

<b>NEPR</b>  <b>Received:</b>  <b>Jun 16, 2026</b>  <b>2:05 PM</b>
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**IN RE:** LUMA INITIAL BUDGET AND  
RELATED TERMS OF SERVICES

**CASE NO.:** NEPR-MI-2021-0004

**SUBJECT:** 3PPO TPG RFP Costs  
(Temporary Generation Procurement)

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**MOTION FOR INTERVENTION BY THE THIRD-PARTY PROCUREMENT OFFICE  
IN SUPPORT OF THE PUERTO RICO PUBLIC-PRIVATE PARTNERSHIPS  
AUTHORITY’S POSITION REGARDING THE 3PPO INVOICE**

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

**COMES NOW** Regulatory Compliance Services Corp., in its capacity as the Third-Party Procurement Office (“3PPO”), by and through undersigned counsel, and respectfully states, alleges, and prays as follows:

**I. INTRODUCTION AND REQUEST FOR INTERVENTION**

1. By means of the *Motion for Declaratory Determination* filed on March 19, 2026, Genera PR LLC (“Genera”) requests that this Bureau issue an order relieving it of the obligation to process and pay the invoice in the amount of \$369,130.54 corresponding to the services rendered by the 3PPO in connection with the Request for Proposals for Temporary Power Generation (“TPG RFP”) . The 3PPO Invoices represent actual, documented, and reasonable costs incurred until December 31st, 2025 in direct compliance with contractual obligations and this Bureau’s own orders.
2. The 3PPO respectfully requests that this Bureau grant it leave to intervene as a party intervenor in this proceeding for the limited purpose of addressing the discrete cost-authorization issue raised by Genera’s *Motion for Declaratory Determination* and the subsequent filings by the Puerto Rico Public-Private Partnerships Authority (“P3A”).
3. The 3PPO has a direct, substantial, and pecuniary interest in the outcome of this matter. It is the entity that performed the procurement services under the TPG RFP pursuant to the Memorandum of Understanding dated July 24, 2025, and is the holder of the outstanding invoice in the amount of approximately \$369,130.54 for reasonable and documented services rendered up until December 31<sup>st</sup>, 2025.
4. The *Reglamento de Procedimientos Adjudicativos* of the Puerto Rico Energy Bureau empowers this Bureau to admit the intervention of any person or entity that demonstrates

a substantial, direct, and immediate interest in the proceeding that is not fully protected by the existing parties.

5. The 3PPO's intervention will assist the Bureau in the just and complete resolution of the pending cost-authorization dispute. The 3PPO's participation is narrowly tailored to the discrete invoice and budgetary mechanism questions currently before the Bureau and will provide the perspective of the actual service provider.
6. The 3PPO respectfully requests that this Motion for Intervention be made part of the official record and included in the docket of Case No. NEPR-MI-2021-0004. The 3PPO further requests that it be added to the service list for all future filings, orders, resolutions, and proceedings in this matter so that it may receive timely notice and fully exercise its rights as an intervenor, including the opportunity to present evidence, if the Bureau deems it necessary, regarding the reasonableness and prudence of the costs incurred.

## **II. STATEMENT OF INTEREST AND GROUNDS FOR INTERVENTION**

7. On July 24, 2025, P3A, the Puerto Rico Electric Power Authority ("PREPA"), and Genera entered into a Memorandum of Understanding ("MOU") governing 3PPO services in connection with the TPG RFP. Pursuant to that MOU and Genera's Organizational Conflict of Interest ("OCI") Policy under the Operations and Maintenance Agreement ("OMA"), the 3PPO was engaged to independently manage the procurement process to mitigate Genera's actual or apparent conflict of interest arising from its affiliation with NFEnergia LLC (NFE).
8. The 3PPO performed the contracted procurement services in good faith and in accordance with the MOU and the OCI Policy mandated by Annex VI of the OMA. As a direct result of those services, the 3PPO issued several invoices for approximately \$369,130.54 up until December 31<sup>st</sup>, 2025, which remains unpaid.
9. The 3PPO has a clear and immediate interest in ensuring that:
  - (i) The invoice is recognized as a valid *Pass-Through Expenditure* under the OMA;
  - (ii) The costs are treated as arising from Genera's contractual obligations and OCI compliance framework, rather than as a "voluntary accommodation" outside that framework; and
  - (iii) The Bureau exercises its retained authority to determine whether the invoiced amount is authorized, prudent, and reasonable, and authorizes the appropriate budgetary mechanism for payment.

### III. SUPPORT FOR P3A'S POSITION

10. The 3PPO fully supports and adopts the legal and factual arguments set forth by P3A in its *Response in Opposition to Genera's Motion for Declaratory Determination* (March 22, 2026) and its *Motion in Further Support of its Opposition* (April 9, 2026).
11. Specifically, the 3PPO agrees that:
  - The 3PPO was designated and retained in accordance with the express requirements of the OMA.
  - Genera's affiliation with NFE is expressly recognized in the OCI Policy itself as a source of conflict. Given this contractually anticipated reality, the 3PPO acted as the compliance mechanism prescribed by the OMA to preserve the integrity of the procurement process, rather than as an external or voluntary entity.
  - The TPG RFP procurement and the associated 3PPO costs are a direct and necessary consequence of Genera's own OCI Policy and its role under the OMA.
  - P3A, in compliance with its obligations as Administrator under the OMA, retained the 3PPO through an independent procurement process. The invoices of \$369,130.54 represents the fees and expenses actually incurred and documented by the 3PPO in the execution of the TPG RFP up until December 31<sup>st</sup>, 2025.
  - The MOU executed on July 24, 2025 expressly acknowledges that the 3PPO was retained in support of the Operator's obligations under the OMA, and that Genera, acting as PREPA's agent, would use PREPA funds included in its budget to pay all fees, costs, and expenses payable to the 3PPO.
  - The costs constitute valid *Pass-Through Expenditures* that Genera, as PREPA's agent, is required to process through its approved budget.
  - Genera's attempt to recharacterize the payment as a one-time "voluntary accommodation" outside the OMA framework is inconsistent with the contractual and regulatory structure governing these costs.
  - The Bureau's prior orders (March 19, 2025 and December 11, 2025) reserved for itself the authority to review the associated costs for prudence and reasonableness.
12. The 3PPO respectfully submits that the Bureau should deny Genera's request to treat the invoice as falling outside the OMA framework and should instead confirm that the costs

may (and should) be addressed through Genera's existing budgetary mechanisms, subject to the Bureau's determination of prudence and reasonableness.

13. This Bureau's Resolution and Order of March 19, 2025 expressly ordered that the procurement process be conducted through the 3PPO, precisely because of Genera's status as a "restricted party." In compliance with that order, the 3PPO executed the entire procurement process with the diligence and professionalism required by the Bureau.
14. The invoiced costs represent the actual and documented cost of a procurement process that this Bureau itself ordered. The 3PPO maintains detailed documentation of all services rendered, time expended, and expenses incurred. The 3PPO stands ready and willing to submit such supporting documentation should the Bureau determine that it would be appropriate and helpful in conducting the prudence and reasonableness review that the Bureau reserved for itself in its Resolutions and Orders.
15. The 3PPO agrees with P3A that the invoiced costs constitute valid *Pass-Through Expenditures* under Annex XII of the OMA, and that Genera, in its role as PREPA's agent pursuant to Section 5.2(b) of the OMA, has the obligation to process them using the PREPA funds available in the service accounts administered under the OMA.
16. The fact that the invoice exceeds the cap of \$237,051.34 established in the MOU does not extinguish the payment obligation. It activated the budget amendment mechanism provided in Section 7.3(e)(i) of the OMA, as P3A has correctly argued.
17. Genera cannot invoke this Bureau's authority to approve the installation of 800 MW of temporary generation and simultaneously refuse all responsibility for the costs of the conflict-of-interest compliance mechanism that both the OMA and this Bureau required to execute said procurement.

#### **IV. RELIEF REQUESTED**

**WHEREFORE**, the 3PPO respectfully requests that this Honorable Bureau:

A. Grant the 3PPO leave to intervene as a party in this proceeding with full rights to receive notices, file pleadings, present evidence, and participate in any hearings or conferences related to the 3PPO invoice and associated budgetary issues;

B. Determine that the invoices in the approximate amount of \$369,130.54 is authorized, prudent, and reasonable, or alternatively, authorize payment of the invoice subject to such a determination;

C. Direct and/or authorize Genera to process and pay the 3PPO invoice through its approved Operating Budget (including any required budget amendment under the OMA), consistent with the *Pass-Through Expenditure* framework;

D. Deny Genera's request to characterize the payment as a "voluntary accommodation" outside the OMA framework; and

E. Grant such other and further relief as the Bureau deems just and appropriate to ensure an orderly and transparent resolution of this cost-authorization matter.

**RESPECTFULLY SUBMITTED.**

In San Juan, Puerto Rico, this 16 day of June, 2026.

### **CERTIFICATE OF SERVICE**

I hereby certify that a true and exact copy of this document was filed with the Office of the Clerk of the Puerto Rico Energy Bureau, and that copies were sent by electronic means to: [nzayas@gmlex.net](mailto:nzayas@gmlex.net); [jmartinez@gmlex.net](mailto:jmartinez@gmlex.net); [alexis.rivera@prepa.pr.gov](mailto:alexis.rivera@prepa.pr.gov); [jfr@sbgllaw.com](mailto:jfr@sbgllaw.com); [yahaira.delarosa@us.dlapiper.com](mailto:yahaira.delarosa@us.dlapiper.com); [jan.albinolopez@us.dlapiper.com](mailto:jan.albinolopez@us.dlapiper.com); [hrivera@jrsp.pr.gov](mailto:hrivera@jrsp.pr.gov); [katiuska.bolanos-lugo@us.dlapiper.com](mailto:katiuska.bolanos-lugo@us.dlapiper.com); [legal@genera-pr.com](mailto:legal@genera-pr.com); [regulatory@genera-pr.com](mailto:regulatory@genera-pr.com); [lionel.santa@p3.pr.gov](mailto:lionel.santa@p3.pr.gov); [emaldonado@sbgblaw.com](mailto:emaldonado@sbgblaw.com); [gcastrodad@sbgblaw.com](mailto:gcastrodad@sbgblaw.com); and [jfernandez@ecija.com](mailto:jfernandez@ecija.com).

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