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Received:

Aug 10, 2026

4:53 PM

GOVERNMENT OF PUERTO RICO

PUBLIC SERVICE REGULATORY BOARD

PUERTO RICO ENERGY BUREAU

IN RE: ACCELERATED EVALUATION OF RENEWABLE ENERGY AND ENERGY STORAGE PROJECT PROPOSALS TO SECURE FEDERAL INVESTMENT TAX CREDITS (ITCs)	**CASE NO.: NEPR-MI-2025-0005** **SUBJECT:** Proponent No. 7

INFORMATIVE MOTION AND REQUEST FOR RELIEF FROM THE PUERTO RICO ENERGY BUREAU ("PREB")

TO THE HONORABLE PUERTO RICO ENERGY BUREAU:

COMES NOW Proponent No. 7, Greenbriar Sustainable Living Inc. and PBJL Energy Corporation (collectively, "Greenbriar/PBJL" or "Proponent No. 7"), by and through their undersigned counsel, and respectfully inform and request relief from the PREB, regarding the Montalva Solar Farm and Battery Storage Project submitted under the Accelerated Evaluation Of Renewable Energy And Energy Storage Project Proposals To Secure Federal Investment Tax Credits (the "RFP") and thereof states, alleges, and prays as follows:

I. INTRODUCTION

Proponent No. 7 respectfully submits this Motion before the Puerto Rico Energy Bureau ("PREB" or "the Bureau"), pursuant to the Bureau's Order issued on July 23, 2026 ("the July 23 Order" or "the Order"). In general terms, the July 23 Order directed the Puerto Rico Electric Power Authority ("PREPA") and Proponent No. 7 to continue to negotiate in good faith and to finalize an Energy Storage Supply Agreement ("ESSA") and a Power Purchase and Operating Agreement ("PPOA") within a defined and legally binding timeframe, not to exceed ten (10) calendar days from the date of the Order, or, if no agreement has been reached, to file a joint status report identifying the issues that remain unresolved and describing the efforts undertaken to resolve them.

On August 6, 2026, PREPA representatives forwarded a draft joint motion for our review and consideration. Nevertheless, Proponent No. 7 does not agree with substantial portions of its contents together with misleading suggested attachments and rejects submitting a joint motion. To date, no negotiations have occurred [1] despite Proponent No. 7 filing detailed redline comments on both the PPOA on June 23rd and ESSA on June 28th. In addition, PREPA has made no attempt to meet with Proponent No. 7 despite requests to do so in order to review the comments provided by Proponent No. 7 and to reach agreement.

Therefore, Proponent No. 7 files this Motion to: (i) fulfill its obligation to the Bureau; (ii) apprise the Bureau of the current status of negotiations; (iii) document PREPA's failure to engage in good-faith negotiations; (iv) describe unresolved issues that prevent execution of final and binding agreements; and (v) respectfully request that the Bureau exercise its supervisory and regulatory authority by issuing directives that will compel PREPA's to meet with Proponent No. 7, negotiate in good faith, comply with the Order and preserve the integrity of the procurement process.

II. FACTUAL BACKGROUND

A. The July 23, 2026 Order

On July 23, 2026, the Bureau issued its Order directing PREPA to continue to negotiate in good faith with Proponent No. 7 and to finalize a PPOA and ESSA within a period not to exceed ten (10) calendar days from the date of the Order—i.e., no later than August 3, 2026. The July 23 Order thus established a comprehensive and enforceable framework for the completion of ESSA and PPOA negotiations. Proponent No. 7 received comments back from PREPA, including comments from LUMA, on the ESSA on July 28th and on the PPOA on July 29th. In both cases, PREPA had Proponent No. 7 redline comments for over 30 days and yet provided no informative comments other than to reject basically all of Proponent No. 7's changes only skipping over

[1] With the sole exception that the parties, in response to a letter received from PREPA on June 17th and respond by Proponent No. 7 on June 18th, agreed to use the Draft 2020 PPOA as referenced in the Montalva Solar Project Settlement Agreement and to adopt the settlement terms as requested by PREPA and to use such agreement as the RFP PPOA Agreement.

obvious minor edits. PREPA's sole comment repeated throughout was "T*he addition of this paragraph constitutes a material change to the approved ESSA (or PPOA). Accordingly, PREPA does not accept this addition."* No other rationale was given. This even applied to straightforward editorial comments. Thus, on August 3rd, Proponent No. 7 filed its response comments with written justification for each of the comments received from either PREPA or LUMA. On August 3rd, PREPA filed a motion requesting an additional ten (10) days to comply with the July 23rd Order.

B. Proponent No. 7's Compliance Efforts

Proponent No. 7 has at all times acted in full compliance with the July 23 Order and in good faith towards the completion of a final, executable ESSA and PPOA. From the moment the Order was issued, Proponent No. 7 responded promptly and substantively to every applicable requirement and requested PREPA to meet to discuss its comments and concerns on the agreements.

As of the date of this Motion, Proponent No. 7 has transmitted multiple separate written communications to PREPA's designated representatives and legal counsel, each requesting substantive engagement with the proposed PPOA's modifications and the scheduling of negotiation sessions. See Proponent No. 7 letter of June 14th attached here as Exhibit 12.

Proponent No. 7 understands that the "Montalva Solar Farm and Battery Storage Project" (RFP project) is an expanded, solar/BESS project, and that negotiations must proceed on the basis of the February 9, 2026, Best and Final Offer, not the Legacy PPOA alone.[2] Proponent No. 7 does not object to separate PPOA and ESSA agreements. Nevertheless, the RFP project consisting of both a solar generating facility and BESS across two separate agreements requires coordinated operational functionality between solar and storage to: (i) maximize energy delivery, (ii) efficiently use limited interconnection capacity, (iii) ensure financeability, and (iv) align with configurations approved for other RFP projects. Consequently, Proponent No. 7 asserts that operational coordination must be incorporated into the ESSA and PPOA for the BESS to receive charge energy from the solar project and for the solar component and BESS components to share a common interconnection.

[2] Proponent No. 7 hereby incorporates by reference the contents related to "Clarification Regarding Project Scope and the Settlement Agreement" in the MOTION REQUESTING RELIEF FROM THE PUERTO RICO ENERGY BUREAU dated July 16, 2026.

Proponent No. 7 notes that the PREB June 12th order has provided for these comments:

> *"While the Energy Bureau recognizes that certain modifications to the approved contractual forms may be reasonable and, sometimes, necessary to address project-specific circumstances or to enhance the financeability and viability of a particular project, the Energy Bureau does not expect the negotiation process to serve as a vehicle for substantial departures from the contractual structures and risk allocations previously approved by the Energy Bureau. Rather, the approved contractual forms should remain the foundation of the parties negotiations, with any proposed modifications being limited to those reasonably necessary under the circumstances and consistent with the public interest objectives underlying this procurement process."*

C. PREPA's Lack of Availability for Negotiation Sessions and Blanket Rejections

Proponent No. 7 notes lack of good faith negotiations due to the following: (i) PREPA has not agreed to any of the proposed changes, except obvious minor edits, and has not identified the basis for rejection other than "changes are not allowed"; (ii) PREPA has not confirmed any availability to meet with Proponent No. 7 despite multiple written requests; (iii) the draft agreements provided cannot support the operational configuration submitted under the RFP with expanded solar field capacity; and (iv) PREPA has not considered LUMA's technical comments about the ESSA template, which describe PREPA's ESSA template as outdated, not reflecting current PREB-approved templates, and must be revised to incorporate LUMA requirements, MTRs, LGIA requirements, and cost-responsibility provisions. LUMA provided the following comment to the ESSA Proponent No. 7 redline:

> *The ESSA was procured under RFP No. NEPR-0001 (Tranche 2 of 6). LUMA notes that the ESSA template appears to differ from agreements issued under more recent PREB executive-order RFP processes and requests confirmation that its terms have been reviewed for alignment with current procurement requirements and PREB-approved templates.*

As to the ESSA template that PREPA provided to Proponent No. 7 for purposes of negotiation, this template presents a significant obstacle to the execution of a legally binding agreement. Proponent No. 7 formally notified PREPA in writing of various template deficiencies in its August

3, 2026, redline filing providing a specific, annotated analysis identifying each deficiency by section and explaining the legal and practical consequence of each.

For reference, **Exhibits 1 and 2** provide Proponent No. 7's redlined comments to each of the ESSA and PPOA agreements together with the comment boxes of both PREPA and LUMA comments and Proponent No. 7's reply. To simplify the sorting of the numerous comments by category, Proponent No. 7 has sorted the comments in summary format in **Exhibits 3 through 6** for the ESSA and **Exhibits 7 through 10** for the PPOA. **Exhibit 11** provides a redline of the PPOA by Proponent No. 7 adopting new language addressing LUMA's comments on the PPOA. As of the date of this filing, Proponent No. 7 has received no substantive response from PREPA or has PREPA addressed any of the template deficiencies identified by LUMA and by Proponent No. 7 in its redline comments.

As referenced, LUMA Energy, LLC—the contracted T&D operator responsible for operating and maintaining Puerto Rico's transmission and distribution network on behalf of PREPA—transmitted its written comments on both the ESSA and PPOA redlines setting forth LUMA's technical observations and concerns regarding the proposed interconnection of Proponent No. 7's generation project to the Puerto Rico electrical grid. LUMA's comments raised technical and procedural concerns, each of which has material implications for the ESSA and PPOA negotiation and for the project's timeline and commercial viability. Proponent No. 7 replied to each comment and understands that the implications of LUMA's comments cannot be overstated. If the issues raised by LUMA are not resolved promptly and incorporated into the ESSA negotiation process, the delay to the project's commercial operation date and. thus, Proponent No. 7's project viability are in jeopardy. Proponent No. 7 supports the comments made by LUMA and has indicated its agreement in its written responses. No discussions have occurred concerning these comments with PREPA.

III. UNRESOLVED ISSUES

Proponent No. 7 understands the following issues remain unresolved and constitute material obstacles to the execution of final, binding PPOA's:

1. **PREPA's Lack of Availability for Negotiation Sessions and Blanket Rejection Without Counterproposal.**
2. **Updated ESSA Template's.**

3. **Responses to LUMA's Comments.**

IV. REQUEST FOR DIRECTIVES

In light of the foregoing, Proponent No. 7 respectfully requests that the Bureau issue the following specific and enforceable directives:

1. Directive to Schedule and Conduct Substantive Negotiation Sessions. The Bureau should issue a directive ordering PREPA to schedule and conduct substantive, in-person or virtual negotiation sessions with Proponent No. 7 within five (5) business days of the issuance of the Bureau's Order, and to conduct such sessions no less than once per calendar week thereafter, and more frequently as needed, at times mutually acceptable to the parties, until such time as a final ESSA and PPOA has been agreed by the Parties, each session with sufficient time and attendees to make progress toward this goal.

2. Directive to Provide Updated ESSA Templates. The Bureau should issue a directive ordering PREPA to provide Proponent No. 7 with a response to LUMA's comments and any updated ESSA templates as referenced by LUMA within three (3) business days of the issuance of the Bureau's Order.

3. Directive to Provide Written, Substantive Responses to Proposed Modifications. Following any negotiations session, the Bureau should issue a directive ordering PREPA to provide Proponent No. 7 with written, substantive, provision-by-provision responses or alternative redline drafts to each of Proponent No. 7's proposed ESSA and PPOA modifications within three (3) business days of any negotiation session. Blanket rejections shall not constitute compliance with this directive.

V. CONFIDENTIALITY REQUEST

Proponent No. 7 respectfully notifies the Bureau that this Motion supporting exhibits contain proprietary commercial, financial, and technical information belonging to Proponent No. 7. Such information includes, without limitation, project pricing structures and energy delivery rates, detailed financial projections and pro forma analyses, technology specifications and proprietary system design parameters, financing terms and lender commitments, and the substance of draft contractual communications with PREPA. This information constitutes trade secrets and commercially sensitive data, the public disclosure of which could cause competitive harm to Proponent No. 7 and could jeopardize the project's financing arrangements.

TABLE ABOUT CONFIDENTIAL INFORMATION

Document name	Summary of the legal basis in support of the confidentiality claim
Exhibits 1-11 (Confidential) – Draft Marked Up Contracts	Business confidential information with significant commercial value in the form of trade secrets.

Accordingly, Proponent No. 7 respectfully requests that the Bureau treat the attached exhibits as confidential and exempt from public disclosure, pursuant to the Bureau's applicable confidentiality rules and regulations, and consistent with the protections afforded to proprietary commercial information under the Puerto Rico Energy Public Policy Act, Act 17-2019, as amended, and any other applicable authority.

VI. CONCLUSION

WHEREFORE, Proponent No. 7 respectfully requests that the Bureau grant this Motion in its entirety and issue the following directives: (1) order PREPA to schedule and conduct substantive negotiation sessions with Proponent No. 7 within five (5) business days and no less than once per week thereafter; (2) order PREPA to provide a updated ESSA template addressing LUMA’s comments within three (3) business days; (3) order PREPA to provide written, substantive, provision-by-provision responses or updated redlines to all of Proponent No. 7's proposed ESSA an PPOA modifications within three (3) business days of any negotiating session; and (4) GRANT ANY OTHER RELIEF deemed just and proper.

In San Juan, Puerto Rico, this 10th day of August 2026.

CERTIFICATE OF SERVICE

We hereby certify that this document was filed with the Office of the Clerk of the Energy Bureau through its Electronic Filing System at https://radicacion.energia.pr.gov/login. We further certify that a true and exact copy of this document was served by electronic mail upon: mary.zapata@prepa.pr.gov; alexis.rivera@prepa.pr.gov; nzayas@gmlex.net; mvalle@gmlex.net; rcruzfranqui@gmlex.net.

Counsel for Proponent No. 7

CCD Law Group, P.S.C.,
712 Ponce de León Ave.
San Juan, PR 00918
Tel: (787) 773-7765

s/ Edwin A. Irizarry Lugo, Esq.
TSPR (RUA) NO. 13,784

eirizarry@ccdlawpr.com

PBJL ENERGY CORPORATION

504 Fernando Calder St, Urbanización Ingenieros, San Juan, PR 00918

MONTALVA

SOLAR FARM AND ENERGY STORAGE PROJECT

EXHIBIT 12

GREENBRIAR LETTER TO PREPA ON JUNE 14TH IN RESPONSE TO PREB ORDER OF JUNE 12TH AND TRANSMITING THE PPOA REDLINE AND REQUESTING MS TEAM MEETING TO REVIEW GREENBRIAR'S COMMENTS

PBJL ENERGY CORPORATION

504 Fernado Calder St, Urbanización Ingenieros, San Juan, PR 00918

June 14, 2026

Puerto Rico Electric Power Authority
1110 Ponce de León Ave.
NEOS Building, Office #701
San Juan, PR 00907

Attn: Mary C. Zapata Acosta, Executive Director
Yamila Morales-Asad, Event Coordinator

Sent: Via Email to zapata@prepa.pr.gov, yamila.morales@prepa.com

Re: Proposal for the Montalva Solar Farm and Energy Storage Project (the "**Montalva Proposal**") submitted on October 14, 2025, on behalf of Greenbriar Sustainable Living Inc. (Formerly Greenbriar Capital Corp) and PBJL Energy Corporation (collectively "**Greenbriar**") pursuant to Executive Order OE-2025-047 and Energy Bureau Resolution in Case No. NEPR-2025-0005 (the "**Accelerated RFP Program**" or "**RFP**").

Subject: PREB Order of June 12, 2026, (the "**Order**") and PREPA notification of same date (the "**Notification**").

Dear Executive Director Mary C. Zapata Acosta and Event Coordinator Yamila Morales-Asad,

Greenbriar Sustainable Living Inc. and PBJL Energy Corporation (collectively, the "**Proponents**") are in receipt of your Notification of June 12th in response to the Bureau's Order titled "Notification – Draft Contract Final Review".

We stand ready to move forward as quickly as possible to reach agreement on our Montalva solar energy and battery storage project and to finalize the subject agreements for submission to PREB and FOMB. Time is of the essence.

I. Form of the PPOA

In your Notification you state that PREPA confirms the following:

"The Tranche 4 RFP Model Contract shall serve as the baseline contractual framework for negotiations. Any proposed modifications must not materially depart from the Tranche 4 contractual structure. Any proposed modifications must be clearly justified as necessary to ensure the project's technical and financial viability and must advance the public interest, including cost discipline, system reliability, and timely project execution."

While we confirm receipt of the Tranche 4 model contracts, the parties have been using the previously approved 2020 Montalva Legacy PPOA for negotiations and the parties have agreed in the past to use this PPOA as the basis for moving forward with Montalva. As stated, this PPOA has been previously approved by both the PREPA Governing Board and PREB and we included this PPOA as the PPOA basis in our October RFP submittal. We believe this form of the PPOA has merit and will expedite the process. The 2020 PPOA has been previously negotiated and approved as well as being materially consistent with the Tranche 4 RFP Model contracts thereby providing a baseline contractual framework for final negotiations. This form of agreement has also been used with other approved projects.

In this regard, we have attached the Montalva 2020 PPOA in its latest form together with appropriate editorial updates and refinements. We are also providing a redline of this document against the last form of the agreement received from PREPA. Significant effort has been put into this PPOA to ensure the project's technical and financial viability and to advance the public interest, including cost discipline, system reliability, and timely project execution. Above all else, we emphasis the need for financial viability.

We recommend that the parties use this agreement as the form of PPOA for final negotiations.

II. BESS Size and Commercial Considerations

As stated on Page 2 of the Order,

"The record developed in this proceeding reflects that Proponent No. 7's Best and Final Offer contemplates the development of two resources: (i) an approximately eighty-megawatt (80 MW) solar photovoltaic generation facility ("Solar PV") and (ii) a battery energy storage system ("BESS") with an installed capacity of approximately forty megawatts (40 MW), capable of providing between four (4) and six (6) hours of storage duration. The Best and Final Offer further includes separate pricing proposals applicable to each of the foregoing resources, which represent improvements over the pricing previously submitted by Proponent No. 7. The Energy Bureau further observes that the pricing proposed by Proponent No. 7 in its Best and Final Offer appears to fall within the range of prices associated with comparable resources that have been presented to and approved by the Energy Bureau."

Regarding the above, it appears the commercial terms are not in dispute. However, the Order failed to reference the option to provide a BESS at the full interconnection capacity of 80 MW. It also appears that most other proponents have been offered this accommodation which is to the benefit of PREPA and Puerto Rico for grid stability and meeting its demand requirements.

As stated in Greenbriar's February 9th best and final offer letter:

"To this end, and in order to minimize the risk of investing significant effort, costs and capital in meeting the July 4, 2026, deadline, Greenbriar offers an option to bifurcate the solar and BESS in order to have the option to move forward solely with a Standalone BESS facility without the solar PV generation in the event that the solar tax credits are not extended and the task of meeting the deadline proves problematic. In this manner, Greenbriar has the fallback strategy to pursue the necessary activities and efforts to move forward the entire project, but in the event the solar tax credits are not extended if needed, the comfort that it can nonetheless move forward with the Standalone BESS and recover its costs. To this end, and for this option, Greenbriar would enter into an ESSA agreement available for Standalone BESS as a fallback option. In this instance, the capacity of the BESS would be 80 MW ac based on available transmission capacity and initially installed for five hours of storage as previously discussed. Greenbriar is open to these discussions as, in its view, the above has significant merit and if ITC is extended the entire project can move forward under those circumstances mitigating those risks."

For the BESS we are requesting an ESSA based on providing 80 MW of storage.

III. Providing the latest ESSA Hybrid Agreement

We also confirm our agreement to use both a PPOA for the solar generation and to execute a separate ESSA contract for the BESS.

However, the form of the Tranche 4 RFP Model Contracts provided are not considered current and are from 2024. In order to expedited our efforts, we request that you provide the most recent drafts of these contracts as modified and improved in discussions with other proponents. Particularly important is the form of the ESSA for the hybrid configuration and the operational considerations to couple the solar output and the charging of the BESS. This is important for Montalva as the project is being configured with an expanded DC design to maximize the use of the existing transmission and the delivery of solar generated electricity. This requires the use of the BESS with direct access via the solar field collection substation while providing for grid charging as needed to ensure full BESS charging each day. As is currently under consideration, the first priority would be to charge the BESS with the full output of the solar field and if excess energy becomes available, to deliver the excess directly to the grid. Since the initial configuration is proposed with five hours of storage before any degradation, it means that it will take a minimum of five hours to charge the batteries at the maximum charge rate. What's important is to not fully charge the batteries before delivery any expected excess energy.

Working with the most recent ESSA agreements, addressing the above operational considerations would be extremely helpful.

IV. Closing and Next Steps

The Montalva Solar Farm and BESS Project are near shovel-ready solutions. To move forward as expeditiously as possible, please contact me at your earliest opportunity to arrange follow-on conversations or an MS Team meeting. We stand ready to support such discussions.

Time is of the essence with the PREB imposed deadline and qualifying for ITC.

Your time and consideration in this matter are greatly appreciated.

Best of Regards,

Cliff M. Webb, P.E.
President
Greenbriar Sustainable Living Inc
(formerly Greenbriar Capital Corp)
cwebb@greenbriarliving.com
cliff.m.webb@gmail.com
951-316-0028 (cell)
619-724-6231 (office)

Attachment:

Proposed Montalva PPOA

MONTALVA

SOLAR FARM AND ENERGY STORAGE PROJECT

ATTACHMENT

MONTALVA PPOA