

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

**IN RE:** PLAN PRIORITARIO PARA LA  
ESTABILIZACIÓN DE LA RED ELÉCTRICA

**CASE NO.:** NEPR-MI-2024-0005

**SUBJECT:** Technical Conference of  
September 15, 2026; Genera PR LLC's  
Motion for Reconsideration of Order  
Denying Rescheduling of Technical  
Hearing; Supplemental Requirement of  
Information

**RESOLUTION AND ORDER**

**I. Background**

On August 31, 2026, the Energy Bureau of the Puerto Rico Public Service Regulatory Board ("Energy Bureau") issued a Resolution and Order ("August 31 Resolution") through which, in the exercise of its continuing oversight of Priority Stabilization Plan ("PSP") Activity No. 1, it undertook a status probe of the temporary generation fleet sited between the San Juan and Palo Seco power plants — the fourteen (14) TM2500 turbine-generator units acquired by the Puerto Rico Electric Power Authority ("PREPA") in March 2024 and operated by Genera PR LLC ("Genera"), and the three (3) Pratt & Whitney Power Systems FT8 MOBILEPAC units at Palo Seco. The August 31 Resolution ordered Genera and PREPA to respond, on or before September 9, 2026, to the Requirements of Information ("ROIs") set forth in Attachment A thereto — Questions 1 through 28 directed to Genera and Questions 29 through 34 directed to PREPA — scheduled a Technical Conference for Tuesday, September 15, 2026, at 9:30 a.m., and ordered Genera and PREPA to appear "prepared to answer questions from the Energy Bureau, its staff, and consultants regarding the matters discussed in" that Resolution.<sup>1</sup>

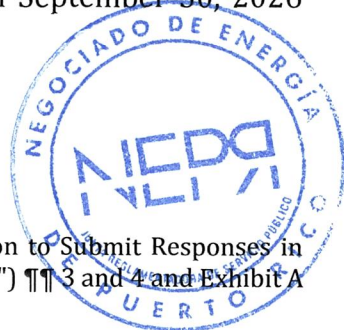
On September 9, 2026, Genera filed a *Motion in Compliance with Resolution and Order of August 31, 2026* ("Genera Motion"), submitting as Exhibit A its responses to "most" of the ROIs, declining to answer sixteen (16) of them on the ground that they "require highly technical, specific, and detailed information," requesting thirty (30) additional days, and requesting that the Technical Conference be rescheduled to a date after all responses had been provided. On September 10, 2026, PREPA filed its responses to ROIs 29 through 34.<sup>2</sup>

On September 14, 2026, the Energy Bureau issued a Resolution and Order ("September 14 Resolution") that granted Genera's request in part. It ordered Genera to file, on or before September 30, 2026, its complete responses to ROIs 5(j), 6(a), 6(b), 7(e), 7(f), 7(g), 8(c), 11, 12, 13, 14, 15, 16, 21, 22 and 26, complete responses to ROIs 17, 24(e) and 25, and a reconciliation of the discrepancies among its responses and attachments; it ordered PREPA to supplement, by the same date, its responses to ROIs 30, 32 and 33 with the correspondence and agreements requested and with the result of its inquiry to the Puerto Rico Public-Private Partnerships Authority ("P3A"); it ordered Genera and PREPA to confer and to file jointly, by the same date, a statement on the written requests made under the March 15, 2024 side letter to the Asset Purchase Agreement ("APA"), the major maintenance performed by the Seller, the completions that remain available and the negotiation with the Seller; and it warned that any ROI that remained unanswered as of September 30, 2026 would be treated as noncompliance.<sup>3</sup>

<sup>1</sup> August 31 Resolution, Sections III, IV and V and Attachment A.

<sup>2</sup> Genera Motion ¶¶ 8 through 10 and Exhibit A ("Genera Ex. A"); PREPA's Motion to Submit Responses in Compliance with the Resolution and Order Dated August 31, 2026 ("PREPA Motion") ¶¶ 3 and 4 and Exhibit A ("PREPA Ex. A").

<sup>3</sup> September 14 Resolution, Section II ("The extension request") and Section III.



The September 14 Resolution **DENIED** Genera's request to reschedule the Technical Conference. In doing so, it did not merely confirm the date. It "ORDER[ED] Genera and PREPA to appear through personnel with direct knowledge of the operation, maintenance, procurement, contract administration and funding of the TM2500 and FT8 MOBILEPAC units, prepared to answer questions from the Energy Bureau, its staff and consultants regarding the matters addressed in the August 31 Resolution and in [that] Resolution and Order," and it **WARNED** that noncompliance may carry the imposition of fines and administrative sanctions.<sup>4</sup>

That same day, at 7:08 p.m., Genera filed a *Motion for Reconsideration of Order Denying Rescheduling of Technical Hearing* ("Reconsideration Motion"). Genera argued that proceeding with the conference "would be premature, unreasonable, and fundamentally inconsistent with the development of a complete and reliable administrative record"; that ten (10) days had been insufficient to compile the information requested; that it would be placed "in the untenable position of being expected to answer detailed technical and historical questions without the very information necessary to provide accurate answers"; that "rescheduling the Technical Hearing will ensure that all witnesses are afforded the necessary time and resources to be thoroughly prepared"; and that due process required that the conference be rescheduled to a date after September 30, 2026.<sup>5</sup>

The Technical Conference was held as scheduled on September 15, 2026, in a morning and an afternoon session. Genera appeared through its outside counsel, its Vice President of Regulatory and Environmental Affairs, its General Counsel and a member of its regulatory staff, and stated for the record that it appeared subject to a continuing objection and reservation of rights on the basis of the Reconsideration Motion. No member of Genera's operations, maintenance, engineering, procurement or finance organization attended. The absence of Genera's operations personnel was explained in the course of the questioning: they had been required elsewhere that morning to attend to operational matters at other generating plants. PREPA appeared through its outside counsel, one engineer and a consultant on federal funding. No representative of PREPA's legal department, of its contract administration function or of the officers who negotiated or administered the APA attended. PREPA's counsel stated that the individuals with personal knowledge of the 2024 acquisition are no longer with PREPA and that PREPA would respond in writing.

At the Energy Bureau's direction, the questions prepared for the conference were put to each party in full, notwithstanding the absence of the personnel able to answer them, so that every matter the parties could not answer would be recorded and answered in writing. At the close of the conference the Energy Bureau announced that those matters would be memorialized by order. This Resolution and Order does so, sets the term and the format for the responses, disposes of the Reconsideration Motion, and addresses the manner in which Genera and PREPA appeared.

## II. Discussion

**A. The Reconsideration Motion.** The Reconsideration Motion sought one thing: that the Technical Conference not be held on September 15, 2026. It was held. The request is moot, and the Reconsideration Motion is **DENIED** on that ground alone.

The Energy Bureau adds two observations, because they bear on what follows. First, the premise of the Reconsideration Motion — that a conference held before September 30 would necessarily be unproductive — was borne out only to the extent that Genera made it so. A substantial part of the questioning concerned documents Genera itself filed on September 9, 2026: the fleet status tables and the hot-section schedule in Attachment 1, the unit-by-unit action plan in Attachment 2, the response to ROI 5(e) on the Palo Seco units, and the expense

<sup>4</sup> September 14 Resolution, Section III.

<sup>5</sup> Reconsideration Motion ¶¶ 4, 9, 14, 15 through 17 and prayer for relief.



table in the response to ROI 9.<sup>6</sup> Those documents did not require thirty (30) days of reconstruction; they required the presence of the people who prepared them. Second, the Reconsideration Motion argued that rescheduling "will ensure that all witnesses are afforded the necessary time and resources to be thoroughly prepared."<sup>7</sup> Genera brought no witness with operational, maintenance or financial knowledge of the units. The due process that Genera invoked is the opportunity to be heard; Genera was given that opportunity on September 15, is given it again through this Resolution and Order, and will be given it at any further session the Energy Bureau convenes.

**B. The appearance of Genera and PREPA.** The directive of the September 14 Resolution was specific. It named the functions — operation, maintenance, procurement, contract administration and funding — whose personnel were to appear. It was issued precisely because Genera had asked to postpone the conference and because the written responses already on file were contradictory in ways the Energy Bureau needed to explore with the people who know the facts, not with the people who file the papers.<sup>8</sup> It was an order of the Energy Bureau, not a suggestion.

Genera did not comply. Its explanation — that its operations personnel were needed at other plants that morning to attend to operational matters — does not comport with the directive. Genera operates the legacy generation fleet of Puerto Rico. Operational events at one plant or another occur every day; they are the ordinary condition of Genera's business, not an extraordinary circumstance, and they do not suspend an order of the Energy Bureau. Nor does the explanation account for the breadth of the absence. The directive did not call for one plant manager. It called for personnel with direct knowledge of maintenance, procurement, contract administration and funding, and Genera — an organization that operates a fleet of this size, that administers a \$17 million annual allocation for these units alone, and that prepared the very attachments under examination days earlier — brought none of them. Had Genera treated the directive as the order it was, it would have designated the personnel required, prepared them, and arranged for their attendance or, at the least, for their participation by remote connection, which the conference accommodated; and, if an event that morning made the attendance of a designated person impossible, it would have said so at the opening of the conference, identified the person and the reason, and offered a substitute. Nothing of the kind occurred.

The consequence was predictable. Genera's Vice President of Regulatory and Environmental Affairs, who candidly acknowledged that he is not a technical expert and answered within the limits of his knowledge, could not say what the borescope program found in 2025 or who performed it; whether a risk evaluation follows a borescope finding and whether it is documented; which Palo Seco unit has the transformer failure and whether the transformer is being repaired or replaced; whether Genera tracks fuel-nozzle changes or what the manufacturer's interval is; why preventive-maintenance expense reported in Genera's own response to ROI 9 rose from \$324,509 in FY2025 to \$2,370,436 in FY2026; on what occasions Genera asked the system operator for a maintenance window and was refused; whether the P3A reviews and approves each affiliate invoice before it is paid or merely audits after the fact; or who the seconded employees charged to the allocation are. Each of these is a matter within Genera's own files.<sup>9</sup> Each was deferred to a written response — the outcome the September 14 Resolution was issued to prevent.

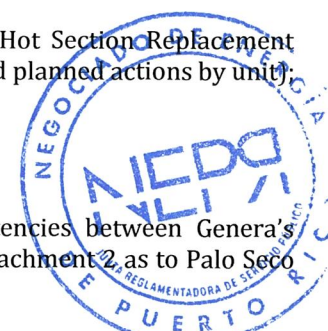
PREPA did not comply either. PREPA is the Buyer under the APA. It holds the rights under the side letter, the Purchase Option, the representations and warranties and the parent

<sup>6</sup> Genera Ex. A, Att. 1 (status table, "Borescope Inspection Dates and Results," "Hot Section Replacement Schedule" and unit-by-unit table, each dated August 28, 2026); Att. 2 (fleet status and planned actions by unit); Responses to ROI 5(e) and 9.

<sup>7</sup> Reconsideration Motion ¶ 14.

<sup>8</sup> September 14 Resolution, Section II (identifying, among others, the inconsistencies between Genera's narrative response to ROI 7(a) and its status tables, between Attachment 1 and Attachment 2 as to Palo Seco TM02, and between the responses of Genera and PREPA regarding the side letter).

<sup>9</sup> Genera Ex. A, Responses to ROI 5(e), 6(d), 9 and 20; Att. 1 (blank "Last Change Fuel Nozzle" column); Att. 2 (Palo Seco TM02 and TM03).



guaranty of New Fortress Energy Inc. The subject matter of the conference was fixed by the August 31 Resolution — ROIs 29 through 34, addressed to PREPA, concern precisely the acquisition, the Purchase Option, the FEMA funding, the side letter and the APA warranties — fifteen (15) days before the conference; the September 14 Resolution identified the specific deficiencies in PREPA's responses and ordered the joint statement on the side letter.<sup>10</sup> PREPA nonetheless appeared without anyone able to say who at PREPA administers the APA, whether the twelve-month period for the written request under the side letter was ever calendared, whether the request was ever sent, whether any notice has been given under Section 9.5 of the APA, what the borescope reports referenced in Schedule 5.6 disclosed at closing, or what PREPA did with a May 2024 condition report on the units addressed to one of its own engineers. PREPA's counsel explained that the people who handled the acquisition have left PREPA, that no representative of PREPA's legal department was present, and that the questions would have to be answered in writing after consultation. Counsel also noted that the conference agenda had reached PREPA only that morning. The agenda is not the source of PREPA's obligation; the August 31 and September 14 Resolutions are. And an institution does not lose its knowledge when an officer departs. It holds that knowledge in its files, and it was PREPA's obligation to prepare, from those files, the officers who now hold the responsibilities of contract administration and funding, and to bring them. The Energy Bureau notes, in the same vein, that PREPA's own representative stated that he no longer receives the daily availability report for the units PREPA owns.

The result is that the questions concerning the side letter — an accommodation guaranteed by the Seller's parent, of which four (4) unused completions alone represent on the order of \$15 million that ratepayers should not be asked to fund — were answered on September 15 by neither the party that holds the rights nor the party that operates the units.<sup>11</sup> The Energy Bureau **REPRIMANDS** Genera and PREPA for their failure to appear as ordered.

### C. The supplemental requirements, their term and the format of the responses.

Attachment A sets forth the matters that Genera and PREPA were unable to answer at the conference, rewritten as supplemental requirements of information ("Supplemental ROIs"). They are numbered 35 through 48 (Genera) and 49 through 53 (PREPA), continuing the numbering of Attachment A to the August 31 Resolution, so that each party's record in this probe runs on a single sequence of question numbers. The questions were discussed at the conference; the parties know them and know what the Energy Bureau expects in response.

The Energy Bureau **ORDERS** Genera and PREPA to file their responses **within fourteen (14) calendar days** of the notification of this Resolution and Order. That

. The responses to the Supplemental ROIs shall be filed as a single document per party — titled "Responses to Supplemental Requirements of Information (Questions 35 through 48)" in the case of Genera and "(Questions 49 through 53)" in the case of PREPA — organized by question number, with the full text of each question preceding its response, and opening with an index that lists, for every question in that party's sequence, from 1 through 34 and from 35 through 53, the filing, page and attachment in which the response is found. Where a response filed on September 30 already answers a Supplemental ROI in whole or in part, the supplemental response shall answer by specific cross-reference — question number, page and attachment — and supplement the remainder; it shall not repeat that material.

### III. Conclusion

The Energy Bureau **DENIES** Genera's Motion for Reconsideration of Order Denying Rescheduling of Technical Hearing as moot, the Technical Conference having been held on September 15, 2026, and **TAKES NOTICE** of the continuing objection Genera stated at the conference, which is without further effect.

<sup>10</sup> August 31 Resolution, Attachment A, Part II (ROIs 29 through 34); September 14 Resolution, Section II and Section III.

<sup>11</sup> September 14 Resolution, Section II ("Second"); Genera Ex. A, Att. 1 ("Each Major Maintenance Estimated Cost \$3.5 to \$4 million").



The Energy Bureau **DETERMINES** that Genera and PREPA did not comply with the directive of the September 14 Resolution to appear at the Technical Conference through personnel with direct knowledge of the operation, maintenance, procurement, contract administration and funding of the TM2500 and FT8 MOBILEPAC units, and **REPRIMANDS** Genera and PREPA for that noncompliance.

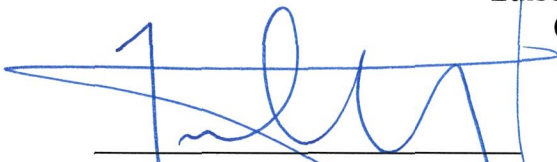
The Energy Bureau **ORDERS** Genera to file, **within fourteen (14) calendar days of the notification of this Resolution and Order**, its complete responses to Supplemental ROIs 35 through 48 of Attachment A, in the format prescribed in Section II.C of this Resolution and Order, together with the underlying documents requested and any spreadsheets in native format with all formulas and links intact, and including the May 14, 2024 Power Engineering Consultants report, which shall form part of the record of this proceeding.

The Energy Bureau **ORDERS** PREPA to file, within fourteen (14) calendar days of the notification of this Resolution and Order, its complete responses to Supplemental ROIs 49 through 53 of Attachment A, in the format prescribed in Section II.C of this Resolution and Order, together with the underlying documents requested.

The Energy Bureau **STRESSES** that no extension of either term will be granted absent extraordinary cause, duly substantiated; that any ROI or Supplemental ROI that remains unanswered as of its due date or is answered by reference to information in the hands of another entity or to a later filing, will be treated as noncompliance.

The Energy Bureau **WARNS Genera and PREPA** that, under Article 6.36 of Act 57-2014, noncompliance with this Resolution and Order, regulations, and/or applicable laws may carry the imposition of fines and administrative sanctions.<sup>12</sup>

Be it notified and published.

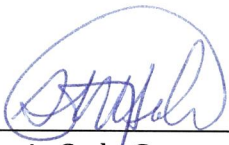
  
Edison Avilés Deliz  
Chairman  
Ferdinand A. Ramos Soegaard  
Associate Commissioner  
Antonio Torres Miranda  
Associate Commissioner  
Sylvia B. Ugarte Araujo  
Associate Commissioner  
Omar M. Rodríguez González  
Associate Commissioner

<sup>12</sup> Known as the *Puerto Rico Energy Transformation and RELIEF Act*, as amended ("Act 57-2014").

CERTIFICATION

I certify that the majority of the members of the Puerto Rico Energy Bureau agreed on October 15, 2026. I also certify that on October 15, 2026, I have proceeded with the filing of this Resolution and Order and was notified by email to alexis.rivera@prepa.pr.gov; nzayas@gmlex.net; mvalle@gmlex.net; rcruzfranqui@gmlex.net; erhuertas@eragroupllc.com; raltieri@eragroupllc.com; lrn@roman-negron.com; legal@genera-pr.com; regulatory@genera-pr.com; RegulatoryPREBorders@lumapr.com; Emmanuel.porrogonzalez@us.dlapiper.com; laura.rozas@us.dlapiper.com; margarita.mercado@us.dlapiper.com.

I sign this in San Juan, Puerto Rico, today October 15, 2026.

  
\_\_\_\_\_  
Sonia Seda Gaztambide  
Clerk



**ATTACHMENT A**

Supplemental Requirement of Information — Questions 35 through 53  
Pending Matters – Technical Conference of September 15, 2026  
Temporary Generation Associated with Priority Stabilization Plan Activity No. 1

**General instructions.** Respond to each question separately, identifying the question number, in the document prescribed in Section II.C of this Resolution and Order, with the full text of each question preceding its response and an index at the front. Where a document is requested, provide a complete copy; where data is requested, provide it in native electronic format (Excel with formulas and links intact). Where a question calls for a fact or document that the party contends does not exist, say so expressly and state the basis for that statement; a response that refers the Energy Bureau to another entity is not a response. Where a response filed on September 30, 2026, or the joint statement ordered by the September 14 Resolution, already answers a question in whole or in part, answer by specific cross-reference to it — question number, page and attachment — and supplement the remainder; do not answer a September 30 item by reference to this filing. Any claim of confidentiality shall follow the procedure established by the Energy Bureau and shall be accompanied by a public, redacted version. No responses shall be answered by reference to documents in this and/or other proceedings in the Energy Bureau. All answers shall be complete.

**PART I — QUESTIONS TO GENERA PR LLC**

**A. Review of Affiliate Charges Under the Intercompany Services Agreement**

35. In its response to ROI 20, Genera stated that the P3A reviews the pass-through amounts billed under the ISA.<sup>13</sup> At the Technical Conference, Genera could not state whether the P3A reviews and approves each invoice of Genera Services LLC before it is paid or whether its involvement is limited to the possibility of an audit after payment. State precisely:
- a) the step-by-step process by which an invoice of Genera Services LLC under the ISA was received, reviewed, approved and paid by Genera PR LLC, identifying each person or office that reviewed it — within Genera, at the P3A and at PREPA — what each reviewed, and the form in which each recorded its approval;
  - b) whether the P3A reviewed and approved every invoice before payment; if so, provide the P3A's approval for each invoice issued in FY2025 and FY2026;
  - c) if the P3A's involvement consists of an audit right rather than invoice-by-invoice approval, each audit or review the P3A performed of ISA charges in FY2025 and in FY2026 through the date of the response, stating its date, scope, the periods and amounts covered, its findings, any amount questioned or disallowed, and providing a copy of each audit report, finding or related communication; and+
  - d) the same information for any review of ISA charges performed by PREPA.



<sup>13</sup> Genera Ex. A, Response to ROI 20; ISA §§ 3.1 and 3.2 (records and audit).

36. Provide each monthly invoice issued by Genera Services LLC to Genera PR LLC under the ISA for the period August 1, 2024 through June 30, 2026, together with the supporting documentation that accompanied it, in the form in which it was received and approved.<sup>14</sup> For each invoice, identify the tasks, services, parts and labor billed — by unit where the charge is unit-specific and by site where the charge is shared — so that the Energy Bureau can distinguish the tasks invoiced on units that were out of service from those invoiced on units that were operating in the same month. Provide, in native Excel format, a summary by invoice, month, site and unit that reconciles to the FY2025 and FY2026 amounts charged against the \$17 million allocation as reported in Genera's response to ROI 9. For any month in the period in which no invoice of Genera Services LLC was issued — including any month after the April 2026 transfer of the TM2500 operation to Genera PR LLC's own personnel — so state and identify how TM2500 costs were charged to the allocation in that month.

## B. Operation and Maintenance Expenditures

37. Genera's response to ROI 9 reports preventive-maintenance expense for the fourteen (14) units of \$324,509 in FY2025 and \$2,370,436 in FY2026 — a more than sevenfold increase — against total charges of \$15,567,401 and \$16,861,407 in those years.<sup>15</sup> At the Technical Conference, Genera could not explain the change. State:

- a) what the FY2025 preventive-maintenance amount comprised, by unit and by task, and how a fleet of fourteen (14) units subject to manufacturer-prescribed maintenance intervals incurred only that amount in a full fiscal year;
- b) what the FY2026 amount comprised, by unit and by task;
- c) whether the change reflects additional work performed, a reclassification of costs between categories (for example, from "corrective maintenance," "external contractors" or "other O&M expenses"), or a change in the entity performing or invoicing the work.

38. Attachment 4 to Genera's responses identifies Patriot Power Group LLC among the vendors whose charges were passed through to the TM2500 allocation under "External Contractors" in FY2025 and in FY2026.<sup>16</sup> At the Technical Conference, Genera could not state what services that vendor provides. State: (a) the services Patriot Power Group LLC provides or provided for the TM2500 units, at which site, and under what contract or purchase order — parties, date, term, scope, pricing structure and the entity that engaged it — providing a copy; (b) the total amount charged to the TM2500 allocation for that vendor in each of FY2025 and FY2026, and the deliverables or work records that support those charges; (c) whether the vendor was selected through a competitive process and whether it is affiliated with Genera or with New Fortress Energy Inc.; and (d) whether its services continued after the April 2026 transfer of the operation to Genera PR LLC and, if so, under what instrument and at what cost.



<sup>14</sup> ISA § 5.2 (invoices with a reasonably detailed description of the services and supporting documentation on request); Genera Ex. A, Responses to ROI 9 and 9(c) (FY2025 charges of \$15,567,401 and FY2026 charges of \$16,861,407 against the \$17 million allocation).

<sup>15</sup> Genera Ex. A, Response to ROI 9 (expenditures by category) and 9(c) (budget to actual).

<sup>16</sup> Genera Ex. A, Att. 4 (filed as confidential), "Detailed Expenses - TM2500"; Response to ROI 9 ("External Contractors").

39. At the Technical Conference, Genera identified the supply of demineralized water for the units' water-injection systems as one of the larger recurring costs charged to the allocation, but could not state whether that cost is fixed or varies with the number of units in operation.<sup>17</sup> Identify the supplier and the contract — parties, date, term and pricing structure — and provide a copy. State whether the charges are fixed or vary with the units in operation or the hours run, and provide the monthly amounts charged to the TM2500 allocation in FY2025 and FY2026. State whether the contract was renegotiated, reduced or suspended for any period in which units were out of service and, if not, why not.

### C. Condition of the Units at Acquisition

40. At the Technical Conference, Genera stated that a letter it received from the P3A in August 2026 attached a report dated May 14, 2024, prepared by Power Engineering Consultants on the condition of the TM2500 units and addressed to an engineer of PREPA, which Genera had not previously located in its own records. PREPA's counsel stated that PREPA's representatives had no knowledge of the report and asked that it be made part of the record. The report states that its authors did not perform the borescope inspections on which it relies, and that they used borescope inspection reports provided by PREPA.<sup>18</sup> Genera shall file:

- a) a complete copy of the May 14, 2024 report, with all attachments and appendices, and of the P3A's August 2026 transmittal letter with its enclosures;
- b) a statement of when and how Genera first obtained the report, and of the search Genera made of its own records and of the records transferred to it by Genera Services LLC and NFE Power PR LLC;
- c) for each unit for which the report identified a condition or recommended corrective or major maintenance, whether that maintenance was performed, by whom, at whose cost and when, and whether the unit was later removed from service for the condition the report identified; and
- d) whether Genera, upon obtaining the report, referred it to PREPA or to the P3A for purposes of the side letter or of the representations and warranties of the APA, and, if not, why not;
- e) the date on which Genera assumed the operation and maintenance of the TM2500 units, and the instrument — side letter, amendment, letter agreement or otherwise — under which it did so;
- f) the documentation Genera requested from PREPA and from NFE Power PR LLC or its affiliates in order to assume that operation and maintenance — inspection and borescope reports, maintenance histories, operating logs, manufacturer manuals and service bulletins, open work orders and spare-parts records — and the documentation actually received, identifying for each item the date requested, the date received and the party that provided it; state specifically whether Genera received the TM2500 inspection and borescope reports referenced in Schedule 5.6 of the APA Disclosure Schedules and those on which the May 14, 2024 report relies, and if it did not, whether it asked for them; and
- g) a complete copy of every contract and operation and maintenance agreement between Genera and the affiliate responsible for the operation and maintenance of the TM2500 units from April 2024 through June 2026 — the ISA with all of its exhibits and any amendment, together with every work order, task order, service

---

<sup>17</sup> Genera Ex. A, Response to ROI 9 ("Other O&M Expenses").

<sup>18</sup> Power Engineering Consultants, report dated May 14, 2024.



schedule or similar instrument issued under it — to the extent not already filed in response to ROI 22.<sup>19</sup>

**D. Borescope Inspections and Risk Evaluations**

**41.** Attachment 1 reports borescope inspections of the fourteen (14) units in June 2026 and their results, and a "last semi-annual" inspection date for each unit between January and March 2026.<sup>20</sup> At the Technical Conference, Genera could not state who performed the June 2026 inspections or at what cost, what other borescope inspections were performed between 2024 and 2026 and what they found, or whether a written technical and risk evaluation follows a finding that a hot section is damaged; Genera also stated that it applies an annual borescope interval, whereas the manufacturer's published maintenance recommendations for the TM2500 call for a borescope inspection every six (6) months or 4,000 operating hours.<sup>21</sup> State:

- a) for every borescope inspection performed on any of the fourteen (14) units from January 1, 2024 through the date of the response — including those performed before closing and referenced in Schedule 5.6 of the APA Disclosure Schedules, those performed while Genera Services LLC operated the units, and those of June 2026 — the date, the unit, the entity that performed it, the operating hours at inspection, its cost and the account to which the cost was charged, and provide the inspection report; if no inspection was performed on a unit in any twelve-month period since January 1, 2024, so state and explain why;
- b) for each unit, what the inspections performed in 2024 and 2025 found in the hot section, and how those findings compare with the findings of June 2026;
- c) whether the semi-annual inspections recorded in Attachment 1 for January through March 2026 included a borescope of the hot section and, if so, what they found and to whom the findings were reported;
- d) whether, after each inspection that found a hot section damaged or not serviceable, Genera prepared a written technical evaluation and risk assessment supporting the decision to continue operating the unit, and provide each such evaluation; if none exists, so state, and describe the basis on which the decision to continue operating was made and who made it;
- e) why Genera has applied an annual borescope interval when the manufacturer's published recommendations call for an inspection every six (6) months or 4,000 operating hours, whichever occurs first; identify the document on which Genera relies for the interval it applies; state, for each unit that remains in service, the operating hours accumulated since its last borescope and the date on which it will next be inspected; and state whether Genera will conform its interval to the manufacturer's recommendation and, if not, why not; and
- f) the status of the failure-mode and root-cause analysis that Genera has entrusted to the original equipment manufacturer and that its responses describe as pending: the date it was commissioned, the contract or purchase order under which it is being performed and its cost, its scope, the units and failure modes it

<sup>19</sup> August 31 Resolution, Attachment A, ROI 22 (full text of each engagement or service agreement); September 14 Resolution, Section III (ROI 22 due September 30, 2026).

<sup>20</sup> Genera Ex. A, Att. 1 ("Borescope Inspection Dates and Results"; unit-by-unit table dated August 28, 2026, "Last Semi Annual Date" column); September 14 Resolution, Section II (hot section of thirteen (13) of the fourteen (14) units found "not serviceable").

<sup>21</sup> General Electric, TM2500 operation and maintenance documentation (recommended borescope inspection interval of six (6) months or 4,000 operating hours, whichever occurs first).



covers, the date by which the manufacturer has committed to deliver it, and any interim findings or recommendations received to date, with copies.<sup>22</sup>

## E. Palo Seco Units — Transformer and Fuel Nozzles

42. Genera's response to ROI 5(e) states that the fuel nozzles of Palo Seco Unit 3 were replaced and that the unit is "awaiting a replacement Main Power Transformer," with a return to service in six (6) to eight (8) weeks. Attachment 2 to the same response attributes the transformer problem to Palo Seco TM02 — out of service since August 6, 2026 — under a \$67,800 contract with Electricoop for conservation works and tests "to confirm the integrity" of the transformer, not a replacement, and lists TM03 as awaiting a Siemens hot-section exchange with an estimated return to service of six (6) to eight (8) weeks after the contract is awarded.<sup>23</sup> At the Technical Conference, Genera could not state which unit has the transformer problem or whether the transformer is being repaired or replaced. State:

- a) which unit or units at Palo Seco have a main power transformer failure, the date and nature of each failure and its root cause;
- b) whether the transformer is being repaired or replaced; if replaced, the source of the replacement (new, spare or transferred from another unit), its vendor, cost, order date and delivery date; if repaired, the scope, contractor, cost and completion date of the repair, and the purpose and status of the Electricoop contract;
- c) the return-to-service date for each of Palo Seco TM02 and TM03, identifying every approval, funding certification and contract award on which each date depends and the current status of each; and
- d) a corrected response to ROI 5(e) and a corrected Attachment 2, if either is wrong.

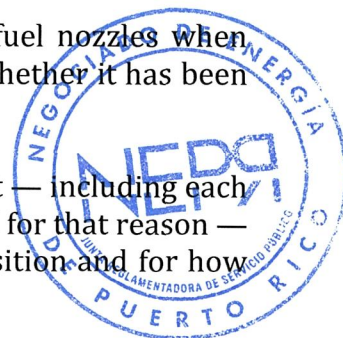
43. ROI 5(j) asked for the fuel-nozzle replacement history at Palo Seco since January 1, 2024; Genera deferred that response, and the "Last Change Fuel Nozzle" column of Attachment 1 is blank for every unit. Genera's responses to ROI 5(a) and 5(b) attribute the failure of Palo Seco Unit 3 to an exhaust temperature spread suspected to result from "dirty or restricted fuel nozzles," while the planned-actions table of Attachment 1 attributes the unit's condition to a high temperature spread and hot-section damage.<sup>24</sup> At the Technical Conference, Genera could not say whether it tracks fuel-nozzle changes, what the manufacturer's interval is, or whether the units whose nozzles require replacement had operated on diesel. State:

- a) whether Genera tracks fuel-nozzle inspections and replacements for each unit and, if so, provide the record for each of the fourteen (14) units since January 1, 2024 — date, unit, nozzle set, reason, operating hours at the change, vendor and cost — completing the blank column of Attachment 1;
- b) the manufacturer's inspection and replacement interval for fuel nozzles when operating on ultra-low sulfur diesel and on natural gas, and whether it has been followed on each unit;
- c) for each unit whose fuel nozzles currently require replacement — including each unit that Attachment 1 identifies as unable to operate on diesel for that reason — whether the unit has operated on diesel since PREPA's acquisition and for how

<sup>22</sup> Genera Ex. A, Responses to ROI 5(c), 5(d), 5(f) and 6(c); September 14 Resolution, Section II (root-cause investigation entrusted to the manufacturer "is still pending completion").

<sup>23</sup> Genera Ex. A, Response to ROI 5(e); Att. 2 (Palo Seco TM02: "Out of service due to Main Transformer," MSSA 110838-TO#15, approved August 31, 2026; Palo Seco TM03: Siemens 368192, "Estimated return to service 6 to 8 weeks after contract is awarded").

<sup>24</sup> Genera Ex. A, Responses to ROI 5(a), 5(b) and 5(j); Att. 1 (unit-by-unit table and planned actions).



many hours, the date the need for replacement was identified, the date the unit became unable to operate on diesel, and the date on which the system operator was notified of that restriction; and

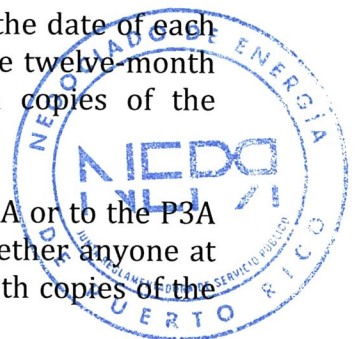
- d) the cause of failure Genera assigns to Palo Seco Unit 3 — fuel nozzles, hot-section damage, or both — reconciling its responses to ROI 5(a) and 5(b) with Attachment 1 and providing the inspection or borescope report that supports that determination;
- e) a detailed description of the fuel-nozzle inspection methodology and certification process Genera applies: the inspection and flow-test procedures used, the acceptance criteria, who performs the inspections, the qualifications and certifications the technicians hold, and whether the nozzles are sent to a manufacturer-certified shop for inspection, cleaning, flow testing and certification, identifying the shop; and
- f) the written fuel-nozzle inspection and certification reports for each unit since January 1, 2024; if no written report exists for an inspection, so state.

#### **F. The Side Letter to the Asset Purchase Agreement**

**44.** The side letter to the APA provided up to seven (7) major-maintenance completions at the Seller's sole cost, upon written request of the Buyer no later than twelve (12) months following closing. Genera's response to ROI 24(a) states that "[i]n 2024, Genera requested use of the major maintenance services," that three (3) were completed, and that "the remainder contractual major maintenance is under negotiation"; its funding table assigns four (4) units to "Major Maintenance by Seller."<sup>25</sup> At the Technical Conference, Genera could not produce or identify the request referred to in its response, its date or the instrument under which it was made, and could not state the Seller's position on the four (4) remaining completions or when that position will be known. Genera shall provide:

- a) every written communication, by e-mail or otherwise, by which Genera or its personnel requested, scheduled or discussed with the Seller or any of its affiliates the performance of major maintenance under the side letter, identifying the date, sender, recipient and the unit or units referred to;
- b) for each of the three (3) completions performed, the unit, the scope of work actually performed, the dates of performance, the party that bore the cost and the completion certification obtained, and whether Genera contends that the work counts as a "major maintenance" within the meaning of the side letter, given that the certificates in Attachments 5 and 6 describe compressor work on two (2) of the three (3) units;
- c) the status of the negotiation with the Seller — its participants, the date of each communication since it began, the Seller's stated position on the twelve-month period and on the four (4) remaining completions — with copies of the correspondence;
- d) whether, before March 15, 2025, Genera recommended to PREPA or to the P3A which units should be nominated under the side letter, and whether anyone at PREPA or at the P3A asked Genera for that recommendation, with copies of the communications;
- e) whether Genera, before March 15, 2025, requested or recommended the nomination under the side letter of San Juan TM09 — out of service since its switchgear failure of January 8, 2025 and marked in Genera's own schedule as

<sup>25</sup> PREPA Ex. A, Attachment No. 1 (Side Letter dated March 15, 2024); Genera Ex. A, Response to ROI 24(a); Att. 1 (unit-by-unit table noting "Seller Service Used" for Palo Seco TM01, TM02 and TM04); Att. 5 and Att. 6 (Siemens Energy certificates of guarantee dated May 2, 2024 and May 17, 2024).



requiring a hot section — or of Palo Seco TM03 and TM04, the units then closest to their manufacturer's milestone, and, if not, why not;<sup>26</sup>

- f) who decided which units would receive the three (3) completions performed under the side letter and who decided which units would be repaired with other funds; the criteria applied in each case — operating hours, borescope findings, availability need, cost, parts availability or other — and the documents in which those decisions and criteria are recorded; and
- g) a copy of the request for an amendment of the OMA that Genera stated at the Technical Conference it made to the P3A in connection with these units, and of the P3A's response.

#### **G. Contract Scope of Major Maintenance Under the OMA and the ISA**

**45.** At the Technical Conference, Genera answered affirmatively to each of the following: that, under the ISA, the services Genera Services LLC provides to Genera PR LLC are defined by reference to the O&M Services under Section 5 and Annex IX of the OMA; that Section 5.1 of the OMA defines the O&M Services as "management, operation, maintenance, repair, restoration, replacement and other related services" for the Legacy Generation Assets, "in accordance with the Contract Standards"; that Annex IX, Section I.A, makes the Operator responsible for "day-to-day operation and maintenance (including any major maintenance) services" and for "performing scheduled and emergency maintenance, repair and replacement of equipment"; and that Annex IX, Section VII.A, requires the Operator to "perform all normal and ordinary maintenance (including any major maintenance)" and to "conduct predictive, preventive and corrective maintenance ... as required by the Contract Standards," which are defined to include "applicable equipment manufacturer's specifications and reasonable recommendations."<sup>27</sup> Genera asked that the conclusion drawn from those provisions be put to it in writing. It follows from the provisions Genera confirmed that:

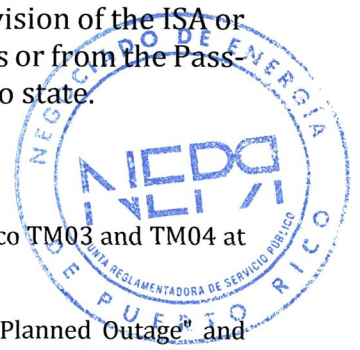
- (i) a hot-section inspection or exchange on a TM2500 unit, when due under the manufacturer's interval, is major maintenance required by the Contract Standards;
- (ii) it is therefore an O&M Service under Section 5 and Annex IX of the OMA;
- (iii) it is therefore within the services that Genera Services LLC performed or procured, and invoiced to Genera PR LLC, under the ISA; and
- (iv) as a Pass-Through Expenditure under Section 7.2 and Annex XII of the OMA, it is payable from the Operating Budget for these units — the \$17 million annual allocation — as Genera has itself done for the San Juan TM02 hot section, which its own table reports as "Completed using O&M funds," and proposes to do for additional units.<sup>28</sup>

Genera shall state, for each of steps (i) through (iv), whether it agrees. If Genera disagrees with any step, it shall identify and quote the specific provision of the ISA or of the OMA that excludes major maintenance from the O&M Services or from the Pass-Through Expenditures. If there is no such provision, Genera shall so state.

<sup>26</sup> Genera Ex. A, Att. 2 (San Juan TM09, forced outage of January 8, 2025); Att. 1 (Palo Seco TM03 and TM04 at 42,482 and 43,186 operating hours; Hot Section Replacement Schedule).

<sup>27</sup> OMA § 5.1; Annex IX §§ I.A and VII.A; § 1.1 (definitions of "Contract Standards," "Planned Outage" and "Prudent Industry Practice"); ISA § 2.1 and Exhibit A (scope of services by reference to Section 5 and Annex IX of the OMA).

<sup>28</sup> OMA § 7.2 and Annex XII, item 2 (repair and maintenance costs, spare parts and subcontractor costs); § 11.1; Genera Ex. A, Att. 2 (San Juan TM02) and Response to ROI 24(a).



## H. Intercompany Invoices and Seconded Employees

**46.** The ISA provides for periodic intercompany invoices with a reasonably detailed description of the services and supporting documentation on request, and allows Genera PR LLC to withhold disputed amounts.<sup>29</sup> At the Technical Conference, Genera could not state whether it had ever questioned, rejected or withheld an intercompany charge. For FY2025 and FY2026, state:

- a) the number and total amount of intercompany invoices for TM2500 charges that Genera PR LLC received under the ISA, by month;
- b) the number of invoices or line items that Genera questioned, rejected or withheld, the amounts involved, the reasons, and the resolution of each;
- c) the documentation Genera required before approving an intercompany invoice — timesheets, vendor invoices, allocation workpapers, proof of payment — and the written procedure or policy that established that requirement, with a copy; and
- d) one documented example of a charge rejected or reduced. If Genera never questioned, rejected or withheld an intercompany charge, it shall so state.

**47.** State whether the list of employees seconded under the ISA (Exhibit B) forms part of the agreement or is maintained separately, and by whom.<sup>30</sup> Provide the list as of June 30, 2025, as of June 30, 2026 and as of the date of the response, identifying for each person: position; home entity; salary or hourly cost billed; the share of the person's time charged to the TM2500 allocation; and the basis on which that share was determined. State the basis on which the cost of a seconded employee was allocated between the TM2500 fleet and the rest of the legacy fleet. Identify the persons who, since the April 2026 transfer, perform the same functions as employees of Genera PR LLC, and the account or budget line to which their cost is now charged. Provide, in addition, a list of every company that provides or has provided operation and maintenance services for the TM2500 units and for the FT8 MOBILEPAC units since PREPA's acquisition — whether engaged by Genera PR LLC, by Genera Services LLC or by another affiliate — stating for each the services provided, the site, the engaging entity and the contract, and the total expenditure charged to each fleet's allocation by contractor in each of FY2025, FY2026 and FY2027 to date.<sup>31</sup>

## I. Unit Identification in the Response to ROI 6

**48.** Genera's response to ROI 6 identifies the unit bearing gas generator serial number 557-238 — the unit for which GE Vernova quoted hot-section and combustor work at \$3,752,573 — as Palo Seco TM01 in one place and as a San Juan unit in another; Genera's unit-by-unit table in Attachment 1 lists Palo Seco TM01 under serial number 557-259.<sup>32</sup> At the Technical Conference, Genera's own records suggested that serial number 557-238 corresponds to San Juan TM01, but Genera could not resolve the point. Genera shall:

- a) state the site and unit designation of the unit bearing serial number 557-238, and the date and scope of its last hot-section exchange;
- b) reconcile the serial-number-to-unit mapping of the response to ROI 6, Attachment 1 and the GE Vernova quotation;

<sup>29</sup> ISA §§ 5.2 and 5.3; Genera Ex. A, Response to ROI 20 and Att. 4.

<sup>30</sup> ISA §§ 2.1, 2.2 and 5.2 and Exhibit B; Genera Ex. A, Responses to ROI 19 and 22.

<sup>31</sup> Genera Ex. A, Responses to ROI 9 and 27 (expenditures by category for the TM2500 and FT8 MOBILEPAC units) and Att. 4 (filed as confidential).

<sup>32</sup> August 31 Resolution, Attachment A, ROI 6; Genera Ex. A, Response to ROI 6 and Att. 1 (unit-by-unit table).



- c) state whether the GE Vernova work quoted for that unit, and the Siemens Energy hot-section exchanges performed or contracted for other units, carry a warranty and, if so, its terms; and
- d) file a revised response to ROI 6 if the response as filed is incorrect, or confirm that it stands.

**PART II — QUESTIONS TO PREPA**

**J. Administration of the Asset Purchase Agreement and the Side Letter**

- 49.State who at PREPA — by name, title and office — has been responsible, since the closing of the APA on March 15, 2024, for administering the APA, including the side letter, the Purchase Option under Section 7.11, the representations and warranties, and the parent guaranty under Section 9.5, and who holds that responsibility today.<sup>33</sup> State whether PREPA calendared or otherwise tracked the twelve-month period for the written major-maintenance request under the side letter, and whether PREPA ever sent the written request the side letter contemplates; if it did, provide it; if it did not, identify who decided not to send it or explain why no decision was made. Identify the PREPA engineer to whom the May 14, 2024 Power Engineering Consultants report on the condition of the units was addressed, state when PREPA received it, to whom it was circulated, and what action PREPA took on its findings, including under the side letter.
- 50.Genera states that the four (4) remaining major-maintenance completions under the side letter are "under negotiation" with the Seller. PREPA states that it has not identified any enforcement action under Section 9.5 of the APA.<sup>34</sup> State:
- a) whether PREPA is aware of, has authorized or participates in the negotiation Genera describes, and who negotiates on PREPA's behalf;
  - b) whether PREPA, or anyone on its behalf, has sent any demand, notice or claim to NFE Power PR LLC or to New Fortress Energy Inc. under the side letter or under Section 9.5 of the APA, providing copies; if not, whether PREPA intends to do so, and when;
  - c) PREPA's position on whether the Seller's obligations under the side letter remain enforceable notwithstanding the twelve-month period, and the basis for that position; and
  - d) PREPA's position on Genera's contention, stated at the Technical Conference, that the enforcement of the APA and of the side letter was PREPA's responsibility and not Genera's under the OMA, including whether PREPA ever instructed Genera, as operator, to identify the units for which the accommodation should be requested.



<sup>33</sup> APA §§ 7.11 and 9.5; PREPA Ex. A, Attachment No. 1 (Side Letter dated March 15, 2024) and Response to ROI 32.

<sup>34</sup> Genera Ex. A, Response to ROI 24(a); PREPA Ex. A, Response to ROI 32.

51. PREPA's response to ROI 33 states that "[t]he maintenance findings reflected in the borescope reports were disclosed in Schedule 5.6 and addressed through the maintenance accommodation established in the March 15, 2024 Side Letter."<sup>35</sup> Provide Schedule 5.6 of the Disclosure Schedules to the APA and the borescope reports it references, and state, unit by unit, what those reports showed about the condition of the hot section of each unit at closing; whether PREPA acquired units with known hot-section damage; whether that condition was reflected in the purchase price, in the side letter, or in both; and who at PREPA evaluated those disclosures before closing. State whether PREPA has made, or has evaluated making, any claim under the representations, warranties or indemnities of the APA with respect to the condition of the units and, if not, why not. The May 14, 2024 Power Engineering Consultants report states that its authors relied on borescope inspection reports provided by PREPA: identify who provided those reports to PREPA and when, whether they are the reports referenced in Schedule 5.6, and whether PREPA transmitted them, and the May 14, 2024 report itself, to Genera when Genera assumed the operation and maintenance of the units — stating the date and the recipient, or, if it did not, why not. State whether PREPA received any other inspection report on the TM2500 units from the Seller, from the federal emergency mission or from a third party between the closing and the transfer of operation, and provide each one.<sup>36</sup>

#### K. Unacquired Capacity, the FEMA Balance and Environmental Compliance

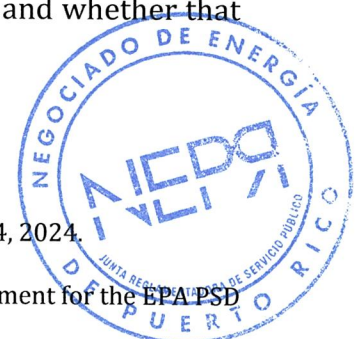
52. Approximately 70 MW of the capacity contemplated by PSP Activity No. 1 remains unacquired, and approximately \$65.7 million — \$59.1 million of it federal share — remains within the FEMA obligation for this project. RFP 2024-0607 was awarded to NFE on January 29, 2025 and cancelled on January 20, 2026 with no contract executed.<sup>37</sup> At the Technical Conference, PREPA's representatives could not state whether and when PREPA will re-procure, whether an amendment of the scope or period of the FEMA project has been requested, or whether the remaining balance will be applied to the acquisition of the remaining units or to the emission controls required to bring the units into compliance with the Prevention of Significant Deterioration ("PSD") program; and neither PREPA nor Genera had evaluated the effect of recently announced changes in federal environmental policy on the PSD requirements applicable to these units or on the cost of the catalytic controls being pursued. PREPA shall state:

- a) what PREPA has done since January 20, 2026 with respect to the unacquired capacity, whether it will re-procure, and when;
- b) the period of performance and every other deadline or condition attached to the FEMA obligation, whether FEMA has been informed of the cancellation of the RFP, and the status and expected date of any request to amend the scope or period of the project, identifying the PREPA officer responsible for it;
- c) the decision PREPA has made — or the process and the date by which it will decide — between applying the remaining balance to the acquisition of the remaining units and applying it to emission controls, and who at PREPA makes that decision;
- d) in coordination with Genera, the current status of the PSD application and of any consent agreement under discussion with the United States Environmental Protection Agency ("EPA"); the basis of the \$30 million estimate — its author, date, the units covered and the control technology assumed — and whether that expenditure is a condition of the obligated funds; and

<sup>35</sup> PREPA Ex. A, Responses to ROI 33 and 34; August 31 Resolution, p. 2 and n. 7.

<sup>36</sup> PREPA Ex. A, Response to ROI 33; Power Engineering Consultants, report dated May 14, 2024.

<sup>37</sup> PREPA Ex. A, Responses to ROI 29, 30 and 31; Genera Ex. A, Response to ROI 6(d) ("payment for the EPA PSD permit and required emission controls (estimated at \$30 million)).



- e) whether PREPA and Genera have evaluated the effect of changes in federal environmental regulation and policy, including those recently announced by the EPA, on the PSD requirements applicable to these units and on the need for, the scope of and the cost of the catalytic controls being pursued, and how any such change would alter the intended use of the FEMA balance. If no such evaluation has been made, state when it will be made and by whom.

#### **L. The Seven-Unit Accommodation**

**53.** The side letter provided up to seven (7) major-maintenance completions at the Seller's sole cost, each including the repair or replacement of all parts found damaged or not serviceable while hot-section major maintenance is performed, with completion certified by General Electric or a GE-qualified third party and performance guaranteed by New Fortress Energy Inc.<sup>38</sup> PREPA shall describe:

- a) how many completions were requested in writing by PREPA, on what dates, naming which units, and provide each request;
- b) how many were performed, on which units, with what completion certification, and how PREPA verified their performance;
- c) how many were not used;
- d) who at PREPA decided which units to nominate, who decided to stop at three (3), and whether PREPA ever asked Genera which units should be nominated; and
- e) what the four (4) unused completions are worth to ratepayers today, at the \$3.5 to \$4 million per hot-section exchange that Genera reports.

If PREPA made no written request under the side letter, PREPA shall say so and explain how accommodation of that value was allowed to lapse without one.



---

<sup>38</sup> PREPA Ex. A, Attachment No. 1; Genera Ex. A, Response to ROI 24(a), Att. 1 ("Each Major Maintenance Estimated Cost \$3.5 to \$4 million"), Att. 5 and Att. 6.