NEPR

Received:

Nov 12, 2026

6:37 PM

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

IN RE: PUERTO RICO ELECTRIC POWER AUTHORITY'S PERMANENT RATE

Case No.: NEPR-MI-2020-0001

Subject: Memorandum of Law in Support of Confidentiality of Motion in Compliance with Resolution and Order of October 30, 2026, Responses, Exhibits, and Attachments

MEMORANDUM OF LAW IN SUPPORT OF CONFIDENTIALITY OF MOTION IN COMPLIANCE WITH RESOLUTION AND ORDER OF OCTOBER 30, 2026, RESPONSES, EXHIBITS, AND ATTACHMENTS

TO THE ENERGY BUREAU:

COMES NOW, GENERA PR LLC ("Genera"), through its undersigned counsel and, very respectfully, states and prays as follows:

I. INTRODUCTION

1. On November 2, 2026, Genera filed a *Motion in Compliance with Resolution and Order of October 30, 2026* (the "November 2 Motion"). The *October 30 Resolution* required expedited information concerning (i) November 2026 natural gas availability, (ii) restrictions affecting supply, (iii) efforts at securing substitute supply, (iv) potential procurement from alternative suppliers, (v) tolling arrangements, (vi) contractual notices from NFEnergía LLC ("NFE"), and (vii) the communications supporting these matters.

2. Genera submitted its responses as Exhibit A, together with the communications and documents in support thereof. The filing addressed NFE's Force Majeure notice, terminal inventory and LNG vessel scheduling, fuel switching from natural gas to ULSD, P3A/3PPO contract administration, and active emergency or spot supply efforts involving Naturgy Aprovisionamientos, S.A. ("Naturgy") and Crowley LNG Puerto Rico, LLC ("Crowley"). Genera

requested confidential treatment of the Motion, Exhibit A, and all exhibits and attachments under PREB's Policy on Management of Confidential Information, CEPR-MI-2016-0009, as amended.

3. Genera submits this Memorandum pursuant to Section 6.15 of Act No. 57-2014, 22 L.P.R.A. § 1054n; PREB's Confidentiality Policy; Article 1, Section 1.1 and Article 13 of the OMA; Section 1.10(i) of Act No. 17-2019, 22 L.P.R.A. § 1141i(i); Act No. 80-2011, 10 L.P.R.A. §§ 4131-4133; and Rule 513 of the Puerto Rico Rules of Evidence. Genera also cites 16 U.S.C. § 824o-1 and 18 C.F.R. § 388.113 as supplementary security guidance for qualifying non-public fuel-delivery and infrastructure information.

II. IDENTIFICATION OF CONFIDENTIAL INFORMATION

Document Name and File Date	**Pages in which Confidential Information is Found, if applicable**	**Summary of Legal Basis for Confidential Designation, if applicable**	**Summary of why each claim or designation conforms to the applicable legal basis for confidentiality**
November 2 Motion and Exhibit A - Responses to October 30, 2026 Resolution and Order.	Whole document	Act 57 §6.15; PREB Policy; OMA §§1.1, 13; Act 17 §1.10(i); Act 80; Rule 513; CEII guidance where applicable.	Disclose non-public supply availability, inventories, fuel switching operations, Force Majeure issues, P3A/3PPO activity, and the status of active alternative supplier and tolling negotiations. The responses synthesize the confidential exhibits and cannot be separated from them without defeating protection.

Document Name and File Date	Pages in which Confidential Information is Found, if applicable	Summary of Legal Basis for Confidential Designation, if applicable	Summary of why each claim or designation conforms to the applicable legal basis for confidentiality
NFE communications, notices, terminal updates, vessel swap and fuel switching materials.	Whole documents	Act 57 §6.15; PREB Policy; OMA §§1.1, 13; Act 17 §1.10(i); Act 80; Rule 513; CEII guidance where applicable.	Contain supplier specific inventory, vessel schedules, send out restrictions, unit fuel swap instructions, delivery interruptions, mitigation, Force Majeure positions, and reserved contractual rights. These are the same categories of vessel swap and fuel switching information for which Genera has sought protection in this docket during the past few months.
Alternative supplier, tolling materials, Naturgy/Crowley communications and proposals, draft Master Natural Gas Purchase Contract, and related P3A/3PPO/FOMB communications.	Whole documents	Act 57 §6.15; PREB Policy; OMA §§1.1, 13; Act 17 §1.10(i); Act 80; Rule 513; CEII guidance where applicable.	Reveal counterparties, delivery and tolling concepts, payment structure, negotiation status, legal review, draft commercial terms, and bargaining positions. The Master Contract is marked "CONFIDENTIAL DRAFT – FOR DISCUSSION PURPOSES ONLY" and states that material terms remain subject to negotiation.

III. MEMORANDUM OF LAW IN SUPPORT OF CONFIDENTIALITY

A. Applicable Law

1. Act No. 57-2014 and PREB's Policy on Management of Confidential Information

Section 6.15 of Act No. 57-2014 authorizes confidential treatment when submitted information carries a confidentiality privilege. 22 L.P.R.A. § 1054n. PREB's Policy on

Management of Confidential Information implements that authority and requires identification of the information, legal basis, and supporting reasons. Here, Genera seeks protection for an integrated filing containing non-public supplier, operational, contractual, negotiation, and dispute management information produced under an extremely abbreviated response period.

2. Article 1, Section 1.1 and Article 13 of the OMA

Article 1, Section 1.1 of the OMA defines "Confidential Information" broadly to encompass non-public commercial, operational, financial, vendor, contractual, and strategy information generated or exchanged in connection with the OMA. The information here was created, received, or maintained in Genera's fuel management and Fuel Contract responsibilities, including nomination, delivery, supply, storage, transportation, and contract administration.

Article 13 requires Confidential Information to be kept strictly confidential and reasonable precautions taken against unauthorized disclosure. Regulatory production to PREB does not convert non-public information into public information. Those protections apply directly to supplier communications, fuel logistics, procurement strategy, and materials bearing on contractual rights, remedies, and disputes administered under the OMA framework.

3. Section 1.10(i) of Act No. 17-2019, 22 L.P.R.A. § 1141i(i)

Section 1.10(i) of Act No. 17-2019 recognizes exceptions from disclosure for (i) privileged information; (ii) ideas concerning negotiation of potential contracts or resolution of existing contracts; (iii) litigation strategies; (iv) third-party intellectual property and trade secrets; (v) information subject to valid confidentiality obligations; and (vi) public-security matters. 22 L.P.R.A. § 1141i(i). Severa of these categories directly apply to active emergency LNG procurement, draft tolling arrangements, NFE's Force Majeure position, and non-public supplier and infrastructure data.

4. Industrial and Trade Secret Protection Act of Puerto Rico, 10 L.P.R.A. §§ 4131-4133, and Rule 513 of the Puerto Rico Rules of Evidence

Act No. 80-2011 protects non-public commercial information, including compilations, methods, techniques, and processes, when it derives actual or potential economic value from not being generally known and reasonable measures preserve confidentiality. Rule 513 separately protects trade or business secrets. Supplier availability data, terminal and vessel logistics, procurement alternatives, draft contract terms, and negotiation histories possess value because market participants do not ordinarily have access to them. In addition, several of the documents produced are expressly marked confidential or restricted to discussion purposes.

IV. GROUNDS FOR CONFIDENTIALITY

Genera seeks confidential treatment of the *November 2 Motion*, Exhibit A, and all supporting exhibits and attachments as an integrated filing. The request does not extend merely to routine monthly nomination figures or other high level facts already public. It protects the non-public detail underlying PREB's questions, namely, (i) what NFE can supply, (ii) remaining inventory, (iii) vessel timing, (iv) unit fuel switching decisions, (v) P3A/3PPO response measures, (vi) asserted contractual positions, and (vii) active efforts to secure replacement supply. These matters permeate both the responses and their supporting exhibits.

First, the filing contains the same categories of fuel switching and vessel swap information for which Genera has previously sought protection in this docket during the past few months. NFE communications provide exact or near real-time vessel and ISO inventory, depletion estimates, vessel schedules, sendout limitations, and instructions to switch San Juan units between natural gas and ULSD. They disclose which generating units depend on which fuel and how terminal restrictions affect the generation fleet. Public filing would reveal a detailed operational picture of a critical fuel supply chain and the fleet's dependency on it. The OMA, Act No. 17-2019, and the CEII framework weigh against unrestricted dissemination of those non-public operational details.

Second, the filing contains formal contractual notices and communications concerning NFE's asserted Force Majeure. The November 1 notice describes the event relied upon by NFE,

its effect on performance, proposed mitigation, a competitive third-party procurement process and tolling arrangement, and a reservation of rights. Genera's responses further explain that P3A and the 3PPO are evaluating PREPA's contractual rights. Disclosure of the complete factual record while potential credits, tolling obligations, claims, defenses, and remedies remain under evaluation could prejudice PREPA's position and expose legal and commercial strategy recognized as protectable by Act No. 17-2019.

Third, the alternative supply materials present a strong commercial confidentiality interest. This is because they disclose Genera's contacts with Naturgy and Crowley, proposed delivery modalities, tolling and upfront payment concepts, negotiation and legal review status, and the allocation of negotiating responsibility among Genera, P3A and the 3PPO. Because these efforts respond to a supplier deficit, disclosure would allow counterparties to infer PREPA's urgency and fallback position and negotiate price or terms with knowledge of those constraints. This is precisely the type of market intelligence, vendor information, negotiation strategy, and potential contract information protected by OMA Sections 1.1 and 13, Act No. 80-2011, and Section 1.10(i) of Act No. 17-2019.

The draft Master Natural Gas Purchase Contract independently warrants protection. It is repeatedly marked "CONFIDENTIAL DRAFT – FOR DISCUSSION PURPOSES ONLY" and states that it identifies material terms for a potential transaction that remain subject to negotiation with prospective sellers. It sets out the proposed structure for price, delivery, performance security, Force Majeure, dispute settlement, confidentiality, and transaction specific confirmations. Releasing this template during active emergency and supply negotiations would disclose PREPA's proposed contracting framework before an agreement has been reached. Act No. 17-2019 specifically protects ideas concerning negotiation of potential contracts.

Fourth, public discussion of selected events does not place the integrated filing in the public domain. A public reference to a supply interruption, a vessel, a Force Majeure event, or potential

suppliers is materially different from disclosure of precise inventories, operational constraints, unit fuel decisions, proposed contractual mechanisms, negotiation status, draft terms, and contemporaneous legal positions. The detailed compilation itself has commercial value, and the confidentiality legends and restricted draft markings demonstrate measures taken to preserve it.

Protection of the responses themselves is necessary because Exhibit A synthesizes confidential information from the exhibits, including supply shortfalls, available inventory, operational impacts, efforts to engage alternative suppliers, tolling discussions, contractual review, and P3A/3PPO actions. Releasing the narrative while withholding the exhibits would substantially defeat the requested protection. PREB retains complete access to the unredacted filing, so confidential treatment does not impair regulatory review.

Finally, whole filing treatment is appropriate while the supply, procurement, tolling, and contractual matters remain active. Confidential information is pervasive, and fragmented redactions risk exposing the relationships among operational conditions, negotiating positions, and contract rights.

WHEREFORE, Genera respectfully requests that the PREB grant (a) confidential treatment to the *Motion in Compliance with Resolution and Order of October 30, 2026*, Exhibit A, and all exhibits and attachments submitted therewith; and (b) maintain the complete filing under seal while the identified supply, procurement, tolling, and contractual matters remain active.

In San Juan, Puerto Rico, this November 12, 2026.

ROMAN NEGRÓN LAW, PSC
Attorneys for Genera PR, LLC.
P.O. Box 360758
San Juan, PR 00936
Tel. (787) 979-2007

s/Luis R. Román Negrón
Luis R. Román Negrón
RUA 14,265
lrn@roman-negron.com