



## GOBIERNO DE PUERTO RICO

AUTORIDAD PARA LAS ALIANZAS PÚBLICO-PRIVADAS DE PUERTO RICO

Director Ejecutivo | Lcdo. Fermín Fontanés Gómez | [fermin.fontanes@p3.pr.gov](mailto:fermin.fontanes@p3.pr.gov)

10 de junio de 2021

Hon. Luis Raúl Torres Cruz  
Presidente  
Comisión de Desarrollo Económico,  
Planificación, Telecomunicaciones, Alianzas Público  
Privadas y Energía  
El Capitolio  
PO Box 9022228  
San Juan, PR 00902-2228

Asunto: Contestación a requerimiento para la producción de documentos con inclusión de fundamentos- Resolución de la Cámara 243

Estimado Presidente:

En cumplimiento con el "Requerimiento para la producción de documentos con inclusión de fundamentos" que la Comisión de Desarrollo Económico, Planificación, Telecomunicaciones, Alianzas Público Privadas y Energía (la "Comisión") cursó a la Autoridad para las Alianzas Público-Privadas de Puerto Rico (la "Autoridad") el pasado 8 de junio de 2021, a tenor con la Resoluciones de la Cámara de Representantes Núm. 161 y 162 del 25 de enero de 2021, y en anticipación a la Vista Pública pauta para el lunes, 14 de junio de 2021 a las 10:00am, la Autoridad por la presente produce para su evaluación e inspección los documentos que se identifican a continuación, en su formato original o en copia, según sea aplicable conforme se detalla en esta misiva:

1. Proveer Certificación de Cumplimiento según lo dispuesto en la Sección 2.3C del Supplemental Agreement en el contrato entre la AEE y LUMA Energy

Comentario: Para propósitos de récord, se aneja copia de la Certificación de Cumplimiento por parte de LUMA con lo dispuesto en la Sección 2.3C del Supplemental Agreement, fechada el 27 de mayo de 2021.



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### CERTIFICACIÓN

Yo Fermín E. Fontanés Gómez, certifico lo siguiente:

- A. Soy el Director Ejecutivo de la Autoridad para las Alianzas Público-Privadas.
- B. El 8 de junio de 2021, la Comisión de Desarrollo Económico, Planificación, Telecomunicaciones, Alianzas Público-Privadas y Energía diligenció tres "Requerimiento para la producción de documentos" a la Autoridad para las Alianzas Público-Privadas de Puerto Rico, incluyendo el de autos.
- C. El documento responsivo al requerimiento de autos ha sido producido a la Comisión en conjunto con la presente contestación, y a menos que se indique lo contrario en las contestaciones que anteceden, en el formato y condición en el cual consta archivado y/o custodiado en los récords oficiales de la Autoridad.

Y para que así conste, firmo la presente certificación en San Juan, Puerto Rico, el 10 de junio de 2021.

Lcdo. Fermín E. Fontanés Gómez

Director Ejecutivo

Autoridad para las Alianza Público Privadas





May 27, 2021

Transmittal: LUMA-P3A-T-00179

To: **Puerto Rico Public Private Partnerships Authority ("Administrator")**  
 PO BOX 42001  
 San Juan, Puerto Rico 00940-2001  
 Attention: Executive Director – Fermín E. Fontanés Gómez  
 By Email: Fermin.Fontanes@p3.pr.gov and Administrator@p3.pr.gov

Dear Sir:

Re: **Certificate from the P3 Authority to LUMA pursuant to Section 2.3 of the Puerto Rico Transmission and Distribution System Supplemental Terms Agreement (the "Agreement") among the Puerto Rico Electric Power Authority ("Owner"), Administrator, LUMA Energy, LLC ("ManagementCo") and LUMA Energy ServCo, LLC ("ServCo" and, together with ManagementCo, "Operator" or "LUMA") dated June 22, 2020.**

Unless otherwise defined herein, defined terms appearing in this letter shall have the meaning ascribed to them in the Agreement.

Pursuant to § 2.3 of the Agreement and the requirement for the Administrator to deliver a certificate to LUMA that the conditions in § 2.3 of the Agreement have been met to LUMA's satisfaction, LUMA is providing the following comments to the Administrator as requested by Administrator's counsel email of May 25, 2021.

**Table 1. Conditions reviewed and which have been met to the satisfaction of LUMA**

Condition from § 2.3 of the Agreement	LUMA comment
(b) the Title III Court shall have entered, on a final and non-appealable basis, an order or orders ... (ii) granting administrative expense treatment for any amounts required to be paid by Owner under this Supplemental Agreement and the O&M Agreement during the Interim Period, and in the case of each of (i) and (ii), such approvals and orders shall be reasonably acceptable to Operator;	Although Title III court determination granting administrative expense treatment has been appealed and is therefore not final, LUMA is satisfied with the reasonableness of the order and the slim possibility of its repeal. As such, LUMA considers this condition <b>satisfactorily completed</b> .
c) a number of Owner Employees and Other Employees necessary for Operator to perform the Interim Period Services shall have accepted offers to commence employment as ServCo Employees beginning on the Interim Period Service Commencement Date ...	Although LUMA expected a higher number of Owner employees to be hired and did not expect the disinformation campaign undertaken by SREAAE and others (see item (c) below), LUMA feels comfortable that with the number employees hired and the plan LUMA has put in place, it can begin Interim Period Service Commencement and therefore agrees that this condition has been <b>Satisfactorily completed</b> .



Condition from 8.2.3 of the Agreement	LUMA comment
(c) ... and, without limiting the generality of the foregoing, Owner shall have provided communications to all Owner Employees regarding Owner's pension obligations going forward reasonably acceptable to Owner and Operator;	While Owner's actions met the minimum requirements to provide information to the Owner's employees with regard to the Owner's pension obligations, LUMA notes that it worked continuously to encourage Owner to provide more detailed communication with its employees and in particular to refute and correct the misleading information distributed by the SREAE Board of Trustees and others. As the availability of the PREPA pension was one of the most significant issues for current Owner employees, the lack of complete and correct information negatively impacted LUMA's ability to hire current Owner employees; however, LUMA considers this condition satisfactorily completed.
(d) Owner shall have provided Operator with written notice of the System Contracts and Generation Supply Contracts that have been assumed and those that have been rejected as at the Interim Period Service Commencement Date;	Satisfactorily completed

LUMA requests that the Administrator deliver the above certificate no later than (3) Business Days before June 1, 2021 (Interim Period Service Commencement Date.)

As always, LUMA is available to discuss any questions/comments you may have.

Yours truly,

**LUMA ENERGY, LLC**

By: Paul Goguen

Name: Paul Goguen

Title: SVP, Integration Management Office