

IN THE UNITED STATES COURT
FOR THE DISTRICT OF PUERTO RICO

CAPTAIN TOMÁS BUSTO-
ÁLVAREZ, ET AL.,

Plaintiffs,

v.

NFENERGIA LLC,

Defendant.

Civ. No.: 25-1462 (SCC)

ORDER

When the Court concluded proceedings yesterday by providing additional guidance to the parties, it was under the impression that an agreement was around the corner. The parties' four filings in under 24 hours, Docket Nos. 416—419, tell a different story.

The drafts exchanged between the parties include the essential elements of the agreement discussed during yesterday's hearing and more importantly, contain the safeguards that Plaintiffs have repeatedly stated they need to perform the maneuver of the AMUR River should an encroachment exist. Plaintiffs and Defendant NFEnergia have made their positions crystal clear regarding the purported encroachment. As the Court previously noted, the record speaks for itself. Nevertheless, the parties have reached an impasse that has precluded them from finalizing an agreement.

Since time is of the essence, the Court will not further belabor this matter and after having carefully reviewed the proposals and orders submitted by the parties, Docket Nos. 416–419, and bearing in mind the wellbeing of the people of Puerto Rico, rules as follows:

- (1) Based on representations made by Defendant NFEnergia during yesterday's hearing, the LNG carrier AMUR River (IMO 9317999) is scheduled to enter the Port of San Juan and berth at NFE's terminal to discharge cargo.
- (2) The AMUR River's entry has not occurred because of the interim measures crafted by the Court at Docket No. 348.
- (3) Considering the concerns raised by the Plaintiffs regarding the AMUR River's potential encroachment into the navigation channel, the Plaintiffs understand that two standby tugs are necessary while the AMUR River is moored at Defendant NFEnergia's berth and other vessels enter to transit the Army Terminal Turning Basin. Plaintiffs' belief that the AMUR River may encroach into the navigation channel is based on the information provided by Defendant NFEnergia and the information included in the United States Coast Guard

("USCG") Letter of Recommendation issued on January 12, 2026.¹

(4) Defendant NFEnergia disagrees with Plaintiffs. It specifically does not agree nor concede that the AMUR River encroaches on the channel when moored, or that standby tugs are required for the maneuver of the AMUR River.

(5) In view of the parties' divergent positions as to the encroachment matter, while the AMUR River is moored at NFEnergia's berth on this call or any future call, the Court hereby ORDERS that two standby tugs shall be on station in the vicinity of the berth whenever another vessel is transiting through the Army Terminal Turning Basin, from the time the vessel enters the Turning Basin until she has passed clear of the AMUR River. The standby tugs to be used will be any of the four escort rated tugs identified in the Stipulation for Interim Measures at paragraph 3 of Docket No. 124. Standby tugs are not otherwise required while the AMUR River

¹ The Court is aware that Plaintiffs wished to include the specific measurements alluded to in the January 12, 2026 Letter of Recommendation and its Enclosure. However, the Court understands that information to have been incorporated by reference with the mere mention of the Letter of Recommendation. As for the measurement representations advanced by Defendant NFEnergia, once again, the record speaks for itself and the Court acknowledges Plaintiffs' position throughout this litigation regarding vessel size.

is moored. Defendant NFEnergia shall arrange and pay for the standby tugs, described in this paragraph, for each call of the AMUR River.

- (6) Nothing in this Order determines who bears the cost of standby tugs for any other vessel or constitutes an agreement by the Plaintiffs that Defendant NFEnergia is not responsible for that cost.
- (7) For this call or any future call of the AMUR River, the inbound berthing maneuver and the outbound unberthing maneuver shall be performed only when the wind, including gusts, is 10 knots or less at the time of the maneuver, or as otherwise determined by the pilot on duty.
- (8) Subject to paragraphs 5 and 7 of this Order, the Plaintiffs shall provide pilotage services for the AMUR River's entry, berthing, unberthing and departure in the ordinary course. Nothing in this Order limits the judgment of the pilot on duty with respect to the safe conduct of any maneuver or Defendant NFEnergia's and the AMUR River's obligation under applicable law.
- (9) Ideally, the maneuver should occur during daylight hours, but the Court understands that decision is within the discretion afforded to the pilot on duty.
- (10) The directives in this Order do not limit the authority of the Captain of the Port. The parties must comply with

any order issued by the Captain of the Port concerning the AMUR River.

(11) Counsels for the parties to this action shall immediately furnish a copy of this Order to the USCG, Sector San Juan and the Captain of the Port, through its counsel of record, Assistant United States Attorney Dennise Longo-Quiñones (“AUSA Longo-Quiñones”). To be clear, unless the USCG orders otherwise, the entry of the AMUR River is not conditioned on any affirmative response from the USCG at any time. The USCG may reject Defendant NFEnergia’s intention to berth the AMUR River at its terminal or may impose further restrictions.

(12) The parties must file a Joint Informative Motion showing their compliance with paragraph 11 of this Order. Once the Court reviews the Joint Informative Motion, it will enter a separate order regarding the interim relief at Docket No. 348.

(13) This Order **exclusively** pertains to the entry of the AMUR River in light of the parties’ impasse and divergent positions related to the purported encroachment. This Order will govern this call and any future call of the AMUR River to the Port of San Juan.

(14) This Order does not disturb the Stipulation on Interim Measures at Docket No. 124.

(15) To be clear, even though Captain Daniel Montes is not a party to this action, as a member of the San Juan Bay Pilots Corporation, these directives also apply to him.

(16) This Order is without prejudice to the claims, defenses, and positions of any party to this action, in any other proceeding (including any proceeding concerning standby tugs, the Plaintiffs' navigation guidelines, or Defendant NFEnergia's permits) and before any agency. Neither this Order nor Defendant NFEnergia's payment for standby tugs constitutes an admission that the AMUR River or any other vessel encroaches on the channel, that standby tugs are required, or that Defendant NFEnergia should be responsible for the payment of standby tugs, and no provision of this Order may be offered as evidence of any such fact or as precedent for any other vessel in any matter or proceeding.

(17) Failure to comply with this Order may result in the imposition of monetary sanctions.

IT IS SO ORDERED.

In San Juan, Puerto Rico, this 1st day of October 2026.

S/ SILVIA CARREÑO-COLL
UNITED STATES DISTRICT COURT JUDGE