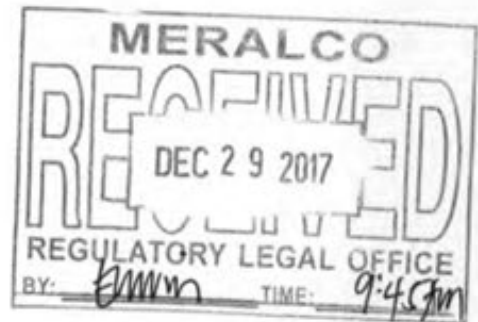


Republic of the Philippines
ENERGY REGULATORY COMMISSION
San Miguel Avenue, Pasig City

IN THE MATTER OF THE
APPLICATION FOR THE
APPROVAL OF THE POWER
SUPPLY AGREEMENT (PSA)
BETWEEN MANILA
ELECTRIC COMPANY
(MERALCO) AND SOLAR
PHILIPPINES TARLAC
CORPORATION (SPTC),
WITH PRAYER FOR
PROVISIONAL AUTHORITY
AND MOTION FOR
CONFIDENTIAL
TREATMENT OF
INFORMATION,



ERC CASE NO. 2017 – 094 RC

MANILA ELECTRIC
COMPANY (MERALCO) AND
SOLAR PHILIPPINES
TARLAC CORPORATION
(SPTC),

Applicants.

X-----X

DOCKETED
Date: DEC 28 2017
By: [signature]

ORDER

On 19 October 2017, Applicants Manila Electric Company (MERALCO) and Solar Philippines Tarlac Corporation (SPTC) filed a *Joint Application* dated 16 October 2017 for approval of their Power Supply Agreement (PSA).

In the said Application, MERALCO and SPTC alleged the following:

1. Applicant MERALCO is a private corporation existing under the laws of the Republic of the Philippines, with principal office located at Lopez Building, Meralco Center, Ortigas Avenue, Pasig City. It may be served with notices and other processes of this Honorable Commission through its counsel at the address indicated herein.

2. MERALCO has a legislative franchise to operate and maintain a distribution system in the cities/municipalities of Metro Manila, Bulacan, Cavite and Rizal and certain cities/municipalities/barangays in Batangas, Laguna, Quezon and Pampanga, pursuant to Republic Act No. 9209, and is authorized to charge all its customers for their electric consumption at the rates approved by the Honorable Commission.
3. Applicant SPTC is a corporation duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at 2/F LPL Towers, 112 Legaspi Street, Makati City, Metro Manila. It may be served with notices and other processes of this Honorable Commission through its counsel at the address indicated herein.
4. SPTC is constructing, and shall own, operate, manage and maintain a solar power plant capable of supplying electric energy up to 85 MW_{AC} (net), which is located in the Municipality of Concepcion, Tarlac.
5. Based on the power situation outlook for 2017 and succeeding years, MERALCO foresees a peaking capacity deficit in its portfolio due to the expected high demand as well as possible occurrences of scheduled maintenance shutdowns and forced outage of power plants. Moreover, based on MERALCO's Distribution Development Plan, from 2015 to 2024, MERALCO's aggregate capacity requirement is forecasted to grow by a compounded average growth rate of 3.7%.
6. In order to ensure continuous and reliable electricity for MERALCO's customers, there is a need for MERALCO to source additional peaking capacity through bilateral power supply contracts.
7. Under Section 45(b) of Republic Act No. 9136 (EPIRA), it is provided that "*Distribution utilities may enter into bilateral power supply contracts subject to review by the ERC xxx*".
8. Accordingly, following extensive negotiations and the conduct of a competitive selection process, on 06 October 2017, MERALCO executed a Power Supply Agreement ("**PSA**") with SPTC, for the purchase of electric energy generated by its solar power plant corresponding to: (i) 75 MW (AC, net) up to 85 MW (AC, net) from the 1st to 5th Contract Years; and (ii) 85 MW (AC, net) from the 6th to 20th Contract Years, on a take and pay basis, with proposed plant site located in the Municipality of Concepcion, Tarlac. The conduct of a competitive selection process proceeded as follows:
 - a. On 28 June 2017, MERALCO caused the publication of an Invitation for Price Challenge, which contained the basic terms of reference and conditions of the proposal of an original power supplier, indicating a summary of the process and timelines of the Price Challenge process, and inviting power generation companies to submit better tariff proposals on or before the timelines set out in the

said invitation. At the same time, MERALCO caused the posting thereof on its website.

- b. On 17 August 2017, MERALCO's Power Supply Agreements Bids and Awards Committee (the "PSA BAC") sent a letter-notice to the original power supplier and a qualified price challenger, SPTC, informing them that the proposed energy price of **PhP2.9999 per kWh** submitted by SPTC was found to be the best bid. The said letter-notice also explained that the original power supplier had the right to match the proposed energy price of SPTC.
 - c. On 25 August 2017, the original power supplier sent a letter-notice to MERALCO informing the latter that it is not exercising its right to match SPTC's proposed energy price of PhP2.9999 per kWh. Thus, MERALCO's PSA BAC issued a Notice of Award in favor of SPTC.
9. The PSA between MERALCO and SPTC, a copy of which is attached as **ANNEX "A"** and made an integral part hereof, contains the following salient features:

"2.1 *Term of Agreement.* The Agreement shall commence on Effective Date and shall remain in full force and effect until the last day of the twentieth (20th) Contract Year, unless earlier terminated in accordance with this Agreement (the "**Term**"); provided, that Section 4.1 (Regulatory Approvals), Section 10.4 (Liquidated Damages), Article 11 (Miscellaneous), Article 12 (Dispute Resolution), and Article 13 (Termination) shall be effective upon Meralco's issuance of a notice of award to Power Supplier as the winning power supplier after the conduct of a competitive selection process; provided further, that the obligations of Power Supplier and Meralco under this Agreement with respect to sale and purchase of the Product shall be for a duration of twenty (20) years from Commencement Date; provided finally, that termination shall not affect or excuse the performance of either Party under any provision of this Agreement that by its terms survives any such termination.

xxx

- 3.2. *Commencement Date.* The "**Commencement Date**" shall occur upon the satisfaction of the conditions below:
- (a) The conditions set out in Section 3.1. have been fulfilled;
 - (b) Each Party has delivered to the other Party a certification dated no earlier than two (2) Days prior to the proposed Commencement Date to the effect

that its representations and warranties contained herein shall be true and correct in all material respects on and as of the Commencement Date; and

- (c) On or before the Longstop Date, (i) the ERC shall have issued an ERC Provisional Approval or ERC Final Approval of this Agreement, including the pricing structure as set out herein (or as otherwise acceptable to Power Supplier), and (ii) the Acceptance Date has occurred.

Within seven (7) Days after the satisfaction of the conditions referred to in this Section 3.2, Meralco and Power Supplier shall issue a joint certification confirming satisfaction of such conditions and defining the Commencement Date.

Should the Longstop Date occur without the conditions in Section 3.2 having been satisfied, the Parties may terminate this Agreement.

- 3.3. *Scheduled Commercial Operations Date.* Power Supplier covenants that the Plant shall achieve commercial operations upon Commencement Date.

xxx

- 4.1 *Regulatory Approvals.* After signing, the Parties shall file a joint application with the ERC for the approval of this Agreement (the “**ERC Application**”). Both Parties shall cooperate in this undertaking and Power Supplier shall provide all the necessary support, including the submission of all the documents required to expedite the ERC Provisional Approval and ERC Final Approval of the Agreement and the filing of urgent motion(s) for issuance of the ERC Provisional Approval and ERC Final Approval, provided that:

- (a) If Power Supplier fails to submit any ERC pre-filing requirement, which results in the ERC Application not being filed by October 20, 2017, then fifty percent (50%) of the Performance Security shall be forfeited in favor of Meralco and this Agreement shall be deemed automatically terminated, unless the Parties agree otherwise in writing.
- (b) If the ERC provisionally accepts filing of the ERC Application on or before October 20, 2017 subject to the submission of additional requirement(s) to enable the ERC to commence evaluation of the ERC Application, then beginning January 26, 2018, Meralco will be deemed to have sourced replacement energy from WESM at the cost of Power Supplier and in accordance with the procedure in Section 3.5.3, for a period equivalent to the number of Days from filing

of the ERC Application until Power Supplier's submission to ERC of such additional requirement(s).

- (c) Notwithstanding Section 4.1(b), if the ERC Application is filed and docketed on or before October 20, 2017, but Power Supplier refuses to cooperate in securing an ERC Provisional Approval or otherwise fails to provide any other requirement of the ERC for the purpose of securing an ERC Provisional Approval, then Meralco shall be entitled (but not obligated), solely by written notice, to immediately terminate this Agreement and forfeit the Performance Security in Meralco's favor. Unless Meralco issues such notice terminating this Agreement, Meralco will be deemed to have sourced replacement energy from WESM at the cost of Power Supplier and in accordance with the procedure in Section 3.5.3 beginning January 26, 2018, until the earlier of July 25, 2018 or Commercial Operations Date.

In the event of any disallowance in the Contract Price or the imposition of penalties as a result of implementation of this Agreement pursuant to (b) and (c) of this Section 4.1, the same shall be for the account of Power Supplier.

For the avoidance of doubt, and provided that Power Supplier complies with all its obligations under this Section 4.1, Power Supplier shall not be responsible for replacement energy in the event that the ERC does not issue an ERC Provisional Approval for reasons not attributable to Power Supplier. In such a case, the Performance Security shall not be forfeited and this Agreement shall not be deemed terminated.

- 4.2 Power Supplier shall have ten (10) Business Days from notice of ERC approval to inform Meralco in writing that (i) it accepts such ERC Provisional Approval or ERC Final Approval, whichever occurs earlier, or (ii) it does not accept the ERC approval, stating the grounds for non-acceptance.
- 4.3 In case of Power Supplier's non-acceptance, Power Supplier shall be free to: (i) file with the ERC a motion for reconsideration, which, however, shall not excuse Power Supplier from delivering the Product under the Agreement; or (ii) terminate this Agreement upon sixty (60) days prior written notice to Meralco; provided that, any order on a motion for reconsideration shall be treated as an ERC Final Approval for purposes of the processes under this Article 4; provided further that, if the motion for reconsideration is denied by the ERC, or granted by the ERC but still with any material term or condition

that is not acceptable to Power Supplier, Power Supplier may terminate this Agreement upon sixty (60) days prior written notice to Meralco.

xxx

- 5.1 *Obligations of the Parties.* Beginning on the Commencement Date, and subject to the terms and conditions of this Agreement, Power Supplier shall sell and deliver, and Meralco shall pay for, the Product at the Contract Price. For this purpose, at any time during the 5th Contract Year, Power Supplier undertakes to submit a certification from the EPC Contractor that the Plant is capable of generating 85 MWh of electric energy over a continuous period of one hour. Should Power Supplier fail to provide such certification, it shall supply Replacement Energy to Meralco beginning the first Day of the 6th Contract Year.

Power Supplier shall, at all times from Plant testing and commissioning, ensure compliance with terms and conditions under its interconnection, metering and other agreements necessary for the performance of its obligations hereunder. For clarity, Power Supplier shall be allowed to sell and deliver electric energy in excess of the Product from the Plant, or any electric energy from an expansion of the Plant, to any third party during the Term of this Agreement; provided that Power Supplier shall ensure that there are separate and dedicated billing meter and transmission line to measure and deliver the Product to the transmission grid for delivery to Meralco.

Unless otherwise expressly stipulated herein, and subject to Section 5.4, Power Supplier shall not sell and deliver power from the Plant up to the Product to any third party or WESM during the Term of this Agreement. Notwithstanding any provision to the contrary, any violation of this Section 5.1 shall be considered a Material Breach and a ground for termination of this Agreement following the procedure in Section 13.2.

- 5.2 *Take and Pay Contract.* Subject to circumstances of Force Majeure under this Agreement, Meralco shall accept any and all electric energy deliveries from Power Supplier up to 85 MWh and Meralco shall pay the corresponding Contract Price for all electric energy (in kWh or MWh) declared by Power Supplier at the WESM for Meralco, which quantity shall be based on the readings of Billing Meter.
- 5.3 *Contract Price.* The Contract Price is PhP 2.9999 per kWh, subject to an annual escalation of two percent (2%), *provided*, that the Franchise and Benefits to Host Communities Charge, if any, shall not form part

of and is excluded from the computation of the Contract Price. For avoidance of doubt, all taxes pertaining to Power Supplier, including but not limited to the FBHC charge, shall be shouldered by, and be for the sole account of, Power Supplier. Any violation of this Section 5.3 shall be considered a Material Breach and a ground for termination of this Agreement upon prior notice.

xxx

- 7.1. Subject to existing laws and rules and regulations, Meralco shall be entitled to assign, transfer, designate, delegate or allocate (collectively in this context, "**Transfer**") its rights and obligations to purchase a portion of the Product that is no longer required by Meralco as a result of Retail Competition and Open Access (RCOA) or in case of any reduction in demand of Meralco's captive customers to any of its business segments or wholly-owned Affiliates without the prior consent of Power Supplier, provided that such Transfer shall not result in a material change in the obligation of Power Supplier under Section 8.3. In the event that Meralco has two or more RES Affiliates, Power Supplier shall have the option to choose the RES Affiliate to which Meralco shall Transfer its rights and obligations, which option shall be communicated to Meralco within five (5) Days from receipt of the Transfer Notice (defined below).

Meralco shall also be entitled to Transfer its rights and obligations to purchase a portion of the Product that is no longer required by Meralco as a result of Retail Competition and Open Access (RCOA) or in case of any reduction in demand of Meralco's captive customers to any other Person, subject to the consent of Power Supplier, which consent shall not be unreasonably withheld, delayed or conditioned, it being understood that withholding consent would not be considered unreasonable if the proposed Transfer would be contrary to existing laws and rules and regulations and/or the reasonable requirements of Finance Parties under the Finance Documents, as evidenced by a written confirmation by the relevant Finance Parties. Power Supplier shall exert reasonable efforts to (i) procure that only the consent of Finance Parties representing no more than seventy-five percent (75%) of the debt plus undrawn commitments shall be required for a Transfer under the Finance Documents; and (ii) upon written notice being given by Meralco, procure such consent for the Transfer.

Meralco shall endeavor to cooperate with Power Supplier by providing documents and information in

relation to the Transfer as may be reasonably required by the Finance Parties.

Power Supplier shall also be entitled to Transfer its rights and obligations under this Agreement to any of its wholly-owned Affiliates or Subsidiaries, subject to the consent of Meralco, which consent shall not be unreasonably withheld, delayed or conditioned.

xxx

- 7.3 *Reduction in the Product.* Meralco shall, from time to time, be entitled to a reduction in Product (the "**Reduction in Product**") equivalent to the reduction in the demand of its captive customers by reason of the enforcement of Retail Competition and Open Access, Renewable Energy Law and other Applicable Laws. For this purpose, Meralco shall give a written notice to Power Supplier of such reduction at least five (5) Days prior to the first day of the next Billing Period or by such date as would be sufficient for timely notice to WESM of such change. Upon receipt by Power Supplier of such written notice, Meralco shall cease to have any rights and obligations under this Agreement in respect of such Reduction in Product.

xxx

- 8.3 *WESM and Line Rental Charges.* All WESM charges attributable to Power Supplier (e.g., WESM Market Fees) are not to be passed on to Meralco. Line rental charges in excess of PhP 0.1000 per kWh, reckoned on a monthly basis, shall be for the account of Power Supplier.

xxx

- 11.7 *Change in Circumstances.* The Parties shall faithfully perform all their obligations in accordance with the provisions of this Agreement as well as the Applicable Laws. In case of any (i) amendment, modification or change in Applicable Laws, (ii) any decision or order by the ERC or any court or government agency which provides for a new or change in the interpretation of Applicable Laws and ERC rules and regulations after the date of this Agreement, or (iii) Change in Circumstances that would prevent either or both Parties from performing or continuing to perform their obligations under this Agreement, or when such change in Applicable Law, or Change in Circumstance or the issuance of such decision or order would cause irreparable damage or would adversely affect the financial viability of either Party, the Parties shall meet and negotiate in good faith within ten (10) days from the effectivity of said amendment, modification, or

change or issuance of decision or order, to mutually address and agree on appropriate solutions to the problem. Failure to arrive at a solution in accordance with this Section 11.7 within sixty (60) Days from the commencement of such negotiations shall be a ground for termination of this Agreement upon prior notice.

For the avoidance of doubt, neither Party shall utilize battery storage in a manner that may affect the rights and obligations of the Parties under this Agreement without prior notice and agreement of the other Party. For this purpose, the use of battery storage shall be deemed a Change in Circumstance.

xxx

13. TERMINATION

- 13.1. For terminations after Commencement Date but prior to Commercial Operations Date under Sections 3.4 and 3.5, Meralco shall, at any time prior to July 25, 2018, provide Power Supplier a written notice at least sixty days prior that the Agreement shall be terminated effective no later than July 25, 2018. For clarity, replacement energy shall continue to be procured under Sections 3.4 and 3.5 until the termination date indicated in such written notice.
- 13.2. The Party not in Material Breach may terminate the Agreement, upon sixty (60) days prior written notice to the other Party, for any Material Breach that remains unremedied after ninety (90) days (the "**Curing Period**"), subject to Section 10.4 (Liquidated Damages). During such Curing Period, in the event of Material Breach on the part of Power Supplier, Power Supplier shall deliver Replacement Energy to Meralco at the actual price sourced by Power Supplier or Contract Price, whichever is lower, provided that Power Supplier shall exert best efforts to source Replacement Energy in the least cost manner; while in the event of Material Breach on the part of Meralco, Power Supplier may opt to sell the Product to WESM or third parties, subject to existing ERC rules and regulations."
10. Based on the foregoing, given a certain set of assumptions, the annual effective rate under the PSA is Php2.9999 per kWh (at plant gate), as shown in the rate impact analysis below:

Solar Philippines Tarlac Corporation PSA - Rate Impact (YEAR 2018)				
BILLING COMPONENT	UNIT	BASE RATE ^(a)	BILLING DETERMINANT ^(b)	AMOUNT (PHP)
Energy Payment				
Contract Price	(Php/kWh)	2.9999	137,751,000 (kWh)	413,239,224.90
TOTAL PAYMENT	(Php)			413,239,224.90
Effective Rate at Plant Gate	(Php/kWh)			2.9999
WESM Line Rental Rate ^(c)	(Php/kWh)			0.1000
Delivered Rate	(Php/kWh)			3.0999
Effective Cost at WESM Price ^(d)	(Php/kWh)			3.8524
Increase / (Decrease) over WESM Price	(Php/kWh)			(0.7525)
Meralco Captive Energy Demand ^(e)	(kWh)			31,542,584,061
Increase / (Decrease) in Generation Cost	(Php)			(103,657,627.50)
Increase / (Decrease) in Generation Cost	(Php/kWh)			(0.0033)
Assumptions:				
^(a) Base Rates as set forth in Schedule 1 of the PSA				
^(b) Energy billing determinant based on 85,000 kW contract capacity and 18.50% solar plant capacity factor				
^(c) Line Rental rate for SPTC is based on maximum allowable value as stated in the PSA				
^(d) Cost if equivalent volume of SPTC was sourced from the WESM based on forecast weighted average of Jan - Dec 2018 hourly prices from 6am to 6pm				
^(e) Meralco Captive Energy Demand based on 2018 forecast				

11. Also, as seen in the rate impact above, given a similar set of assumptions, the simulated delivered price under the PSA would be Php3.0999 per kWh, resulting in a reduction of MERALCO's generation charge by about Php0.0033 per kWh.
12. It bears emphasis that, as previously mentioned, based on MERALCO's foreseen peaking capacity deficit in its portfolio due to the expected high demand as well as possible occurrences of scheduled maintenance shutdowns and forced outage of power plants, there is an urgent need for the provisional approval of the PSA.
13. Verily, this Honorable Commission's approval of the PSA will send strong signals to renewable or solar energy generation projects in the Philippines, and thus, set the pace for infusion of similar investments by the private sector.
14. Likewise, in support of the instant Joint Application and pursuant to Rule 6 (Pre-Filing Requirements) of the Rules of Practice and Procedure of this Commission, the Applicants provide the following documents:

Description of Document	Annex
MERALCO's Articles of Incorporation	C
MERALCO'S By-Laws	D
MERALCO's latest General Information Sheet (GIS)	E
MERALCO's Demand Side Management program	F
MERALCO's Distribution Development Plan; with Average Daily Load Curve scenarios; and Supply and Demand Scenario *	G G-1 G-2* G-3
Write-up on Non-Applicability of National Power Corporation (NPC) Certification	
Documents showing MERALCO's conduct of a Competitive Selection Procurements (CSP)	H and series
SPTC's SEC Certificate of Registration	I

SPTC's Articles of Incorporation	J-1
SPTC By-laws	J-2
Write Ups on Non-Applicability of the following: <ul style="list-style-type: none"> Shareholders' Agreement All details on the procurement process of fuel including requests, proposals received, tender offers, etc.; Fuel supply agreement; sworn statement detailing how the fuel was competitively procured, contract terms, unbundled price components (product cost, transshipment, delivery container, etc.) Other documentation that may be needed by the ERC in the course of the evaluation, such as, but not limited to the following: <ul style="list-style-type: none"> Certification (from the engine manufacturer or IPP) of the net heat rate (initial and every after major maintenance schedule) in liters per kWh Simulation of the no. of operating units necessary to meet MEOT and/or additional energy/demand requirements of the DU Potential Cost (absolute amounts and PhP/kWh) of Ancillary Services as and when the IPP or the DU is connected to the main grid 	K and series
SPTC's latest General Information Sheet (GIS)	L
SPTC's Corporate Structure	L-1
Write-up on and Board of Investment (BOI) Certificate of Registration for SPTC's solar power plant with attached terms and conditions	M
Amended and original Environmental Compliance Certificates (ECCs) for SPTC's solar power plant	N-1 and N-2
Write-up on and SPTC's Application for Certificate of Compliance (COC) for its solar power plant	O
DOE Certificate of Endorsement (CoE) for SPTC's solar power plant	P
DOE letter on and Solar Energy Service Contract for SPTC's solar power plant	Q-1 and Q-2
SPTC's DOE Certificate of Registration	R
Transmission line project details and SPTC's Application for Authority to Develop, Own, and Operate a Dedicated Point-to-Point Limited Transmission Facilities for its solar power plant	S-1 and S-2
Project Feasibility Study*	T*
Executive Summary of the PSA	U
Source of Funds/ Financial Plans *	V and series*
Generation Rate and Derivation *	
Cash Flow *	
All cost analysis related to the generation in support of the proposed pricing provisions of the contract *	
All relevant technical and economic characteristics of the generation capacity; Installed Capacity, Mode of Operation, Dependable Capacity; Auxiliary load; Scheduled and Unscheduled Outages; Basis/Justification of day used	W
SPTC's Latest and Complete Set of Audited Financial Statements (Balance Sheet, Income Statement, and Statement of cash flows)	X

*** Subject of the Motion for Confidential Treatment of Information.**

**ALLEGATIONS IN SUPPORT OF
PROVISIONAL AUTHORITY**

15. It is reiterated that the timely implementation of the PSA will best serve the interests of the consumers.
 - a. Considering that SPTC's solar power plant is expected to achieve commercial operations in the fourth quarter of 2017, an immediate implementation of the PSA would redound to the benefit of the consumers in terms of environmental benefits and would also contribute to the government initiative of encouraging the development of renewable energy in the country. Further, SPTC undertakes to provide replacement energy at the Contract Price even prior to commercial operations of SPTC's solar power plant, subject to the provisions of the PSA.
 - b. Verily, the Php2.9999 per kWh rate under the PSA is significantly lower than the prevailing Feed-In Tariff (FIT) rates and the lowest tariff offer that MERALCO has received thus far for a solar technology.
 - c. The simulated delivered price of Php3.0999 per kWh provides for a much lower cost of power compared to the simulated effective cost at WESM of Php3.8524, thereby resulting in savings to the consumers of about Php0.7525 per kWh.
16. In support of this Joint Application and the prayer for issuance of a Provisional Authority, the Judicial Affidavit of **MR. CIPRINILO C. MENESES**, Head of MERALCO's Energy Sourcing Office, is attached hereto as **ANNEX "B."**

**ALLEGATIONS IN SUPPORT OF
MOTION FOR CONFIDENTIAL TREATMENT OF INFORMATION**

17. With respect to the document marked and attached as **ANNEX "G-2"** (Supply and Demand Scenario of MERALCO), MERALCO respectfully moves that it be treated as confidential and not be disclosed to any party for the reason that it contains information which are commercially sensitive in nature and may affect price offers that MERALCO may receive under a power supply agreement. In addition, such information falls within the bounds of valuable proprietary interest under "trade secrets" which are entitled to protection under the Constitution, statutes, and rules and regulations.
18. With respect to the documents marked as **Annexes "T" and "V and series"**, SPTC respectfully moves that they be treated as confidential and not be disclosed to any party since these documents contain numbers, methodology, and calculations which provide valuable information and insight on how SPTC arrives at its power generation rate and would accordingly reflect SPTC's bidding strategy for distribution utilities undertaking competitive process for the selection of their power suppliers, and SPTC's trading in the WESM. They also contain information regarding the debt or equity ratio, capital costs, weighted average cost of capital, and fuel cost, among other information. All these information are considered classified business information by SPTC, which, if released to the public including its competitors, would place the latter at an undue advantage against

SPTC. In addition, such information falls within the bounds of valuable proprietary interest under "trade secrets" which are entitled to protection under the Constitution, statutes, rules and regulations.

19. Under Rule 4 of the ERC Rules of Practice and Procedure, the Honorable Commission may, upon request of a party and determination of the existence of conditions, which would warrant such remedy, treat certain information submitted to it as confidential. Pursuant to such provision, the Applicants respectfully pray for the issuance of a protective order declaring **Annexes "G-2," "T" and "V and series"** as confidential information, since the Applicants intend to present them as evidence in the instant Application.
20. Information, which falls within the definition of a trade secret, as defined by jurisprudence is clearly information which merits the confidential treatment provided for under Rule 4 of the ERC Rules of Practice and Procedure. **Annexes "G-2," "T" and "V and series"** should therefore be entitled to the protection of confidential information provided under Rule 4 of the ERC Rules of Practice and Procedure.
21. The Applicants hereby submit one (1) copy of each of the foregoing confidential documents in a sealed envelope, with the envelope and each page of the document stamped with the word "Confidential."

PRAYER

WHEREFORE, premises considered, it is respectfully prayed that the Honorable Commission,

- (i) issue an Order **GRANTING PROVISIONAL AUTHORITY** to implement the PSA;
- (ii) issue an Order **TREATING Annexes "G-2," "T" and "V and series" AS CONFIDENTIAL INFORMATION** pursuant to Rule 4, Section 1 of the ERC Rules of Practice and Procedure and prescribing the guidelines for the protection thereof; and
- (iii) after hearing on the merits, render a Decision **APPROVING THE PSA** between Applicants MERALCO and SPTC.

Finding the said *Joint Application* sufficient in substance with the required fees having been paid, the same is hereby set for determination of compliance with the jurisdictional requirements, expository presentation, Pre-trial Conference, and presentation of evidence on **01 February 2018 (Thursday) at ten o'clock in the morning (10:00 a.m.), at the ERC Hearing Room, 15th Floor, Pacific Center Building, San Miguel Avenue, Pasig City.**

Accordingly, MERALCO and SPTC are hereby directed to:

- 1) Cause the publication of the attached Notice of Public Hearing in two (2) newspapers of nationwide circulation in

the Philippines, at their own expense, twice (2x) within two (2) successive weeks, the dates of publication not being less than seven (7) days apart and the date of the last publication to be made not later than ten (10) days before the date of the scheduled initial hearing;

- 2) Furnish with copies of this Order and the attached Notice of Public Hearing the Offices of the Provincial Governors, the City and Municipal Mayors, and the Local Government Unit (LGU) legislative bodies within MERALCO's franchise area for the appropriate posting thereof on their respective bulletin boards;
- 3) Inform of the filing of the *Joint Application*, its reasons therefor, and of the scheduled hearing thereon the consumers within MERALCO's franchise area, by any other means available and appropriate;
- 4) Furnish with copies of the *Joint Application*, and this Order and the attached Notice of Public Hearing the Office of the Solicitor General (OSG), the Commission on Audit (COA), and the Committees on Energy of both Houses of Congress. They are hereby requested, if they so desire to send their duly authorized representatives at the scheduled hearing; and
- 5) Furnish with copies of the *Joint Application* and its attachments all those making requests therefor, subject to reimbursement of reasonable photocopying costs.

On the date of the initial hearing, Applicants must submit to the Commission their written compliance with the aforementioned jurisdictional requirements attaching therewith, methodically arranged and duly marked the following:

- 1) The evidence of publication of the attached Notice of Public Hearing consisting of affidavits of the Editors or Business Managers of the newspapers where the said Notice of Public Hearing was published, and the complete issues of the said newspapers;
- 2) The evidence of actual posting of this Order and the attached Notice of Public Hearing, consisting of certifications issued to that effect, signed by the aforementioned Governors, Mayors, and LGU legislative bodies or their duly authorized representatives, bearing the seals of their offices;

- 3) The evidence of the means employed by Applicants to inform of the filing of the *Joint Application*, its reasons therefore, and of the scheduled hearing thereon, the consumers within the affected franchise area;
- 4) The evidence of receipt of copies of the *Joint Application*, and this Order and the attached Notice of Public Hearing by the Office of the Solicitor General (OSG), the Commission on Audit (COA), and the Committees on Energy of both Houses of Congress;
- 5) The evidence of receipt of copies of the *Joint Application* and its attachments by all those making requests therefor, if any; and
- 6) Such other proofs of compliance with the requirements of the Commission.

Applicants and all interested parties are also required to submit, at least five (5) days before the date of initial hearing and Pre-Trial Conference, their respective Pre-Trial Briefs containing, among others:

- 1) A summary of admitted facts and proposed stipulation of facts;
- 2) The issues to be tried or resolved;
- 3) The documents or exhibits to be presented, stating the purposes and proposed markings therefore; and
- 4) The number and names of the witnesses, with their written testimonies in a Judicial Affidavit form attached to the Pre-trial Brief.

Failure of Applicants to submit the required Pre-Trial Brief and Judicial Affidavits of their witnesses within the prescribed period shall be a ground for cancellation of the scheduled hearing, and the resetting of which shall be six (6) months from the said date of cancellation.

MERALCO and SPTC must also be prepared to make an expository presentation of the instant *Joint Application*, aided by whatever communication medium that they may deem appropriate for the purpose, in order to put in plain words and explain, for the

benefit of the consumers and other concerned parties, what the *Joint Application* is all about and the reasons and justifications being cited in support thereof.

SO ORDERED.

Pasig City, 11 December 2017

FOR AND BY AUTHORITY
OF THE COMMISSION:


AGNES VST DEVANADERA
Chairperson and CEO

LS: 
MCC/KRQ/APV

Copy Furnished:

1. Attys. Francis Dino S. Antonio, Carmen Grace S. Ramos, Angelica Diane B. Monteza and Katherine Mari S. Garcia-Moreno
Counsels for MERALCO
7th Floor, Lopez Building, Ortigas Avenue,
Barangay Dugongs, Pasig City
2. Atty. Jose Ronald V. Valles
VP and Head Regulatory Affairs Office, MERALCO
7th Floor, Lopez Building, Ortigas Avenue,
Barangay Ugong, Pasig City
3. Solar Power Tarlac Corporation (SPTC)
Applicant
2/F LPL Towers, 112 Legaspi Street
Makati City, Metro Manila

4. Attys. Ben Dominic R. Yap, Vladi Miguel S. Lazaro, Andrea E. Katipunan,
Katrine Paula V. Suyat
Counsel for SPTC
Gatmaytan Yap Patacsil Gutierrez & Protacio
30/F 88 Corporate Center
Sedeño corner Valero Streets
Salcedo Village, Makati City
5. Office of the Solicitor General (OSG)
134 Amorsolo Street, Legaspi Village
Makati City, Metro Manila
6. Commission on Audit (COA)
Commonwealth Avenue
Quezon City, Metro Manila
7. Senate Committee on Energy
GSIS Bldg. Roxas Blvd., Pasay City
Metro Manila
8. House Committee on Energy
Batasan Hills, Quezon City, Metro Manila
9. Philippine Chamber of Commerce and Industry (PCCI)
Campus Avenue corner Park Avenue,
McKinley Town Center, Fort Bonifacio, Taguig City
10. The City Mayor
City of Manila
11. LGU Legislative Body
City of Manila
12. The City Mayor
Quezon City
13. LGU Legislative Body
Quezon City
14. The City Mayor
City of Caloocan
15. LGU Legislative Body
City of Caloocan
16. The City Mayor
City of Makati
17. LGU Legislative Body
City of Makati
18. The City Mayor
City of Malabon

19. LGU Legislative Body
City of Malabon
20. The City Mayor
City of Mandaluyong
21. LGU Legislative Body
City of Mandaluyong
22. The City Mayor
City of Muntinlupa
23. LGU Legislative Body
City of Muntinlupa
24. The City Mayor
City of San Jose del Monte, Bulacan
25. LGU Legislative Body
City of San Jose del Monte, Bulacan
26. The City Mayor
City of Valenzuela
27. LGU Legislative Body
City of Valenzuela
28. The City Mayor
City of Pasig
29. LGU Legislative Body
City of Pasig
30. The City Mayor
Pasay City
31. LGU Legislative Body
Pasay City
32. The City Mayor
City of Parañaque
33. LGU Legislative Body
City of Parañaque
34. The City Mayor
Cavite City
35. LGU Legislative Body
Cavite City
36. The City Mayor
Trece Martirez City

37. LGU Legislative Body
Trece Martirez City
38. The City Mayor
Las Piñas City
39. LGU Legislative Body
Las Piñas City
40. The City Mayor
San Juan City
41. LGU Legislative Body
San Juan City
42. The City Mayor
Lucena City
43. LGU Legislative Body
Lucena City
44. The City Mayor
Batangas City
45. LGU Legislative Body
Batangas City
46. The City Mayor
San Pablo City, Laguna
47. LGU Legislative Body
San Pablo City, Laguna
48. The City Mayor
City of Marikina
49. LGU Legislative Body
City of Marikina
50. The City Mayor
Antipolo City, Rizal
51. LGU Legislative Body
Antipolo City, Rizal
52. The City Mayor
Tagaytay City, Cavite
53. LGU Legislative Body
Tagaytay City, Cavite
54. The City Mayor
Calamba, Laguna

55. LGU Legislative Body
Calamba, Laguna
56. The City Mayor
Sta. Rosa, Laguna
57. LGU Legislative Body
Sta. Rosa, Laguna
58. The City Mayor
Biñan, Laguna
59. LGU Legislative Body
Biñan, Laguna
60. The City Mayor
Navotas, Metro Manila
61. LGU Legislative Body
Navotas, Metro Manila
62. The Municipal Mayor
Taguig, Metro Manila
63. LGU Legislative Body
Taguig, Metro Manila
64. The Municipal Mayor
Pateros, Metro Manila
65. LGU Legislative Body
Pateros, Metro Manila
66. The Municipal Mayor
General Aguinaldo, Cavite
67. LGU Legislative Body
General Aguinaldo, Cavite
68. The Municipal Mayor
Magallanes, Cavite
69. LGU Legislative Body
Magallanes, Cavite
70. The Municipal Mayor
Amadeo, Cavite
71. LGU Legislative Body
Amadeo, Cavite
72. The Municipal Mayor
Indang, Cavite

73. LGU Legislative Body
Indang, Cavite
74. The Municipal Mayor
Mendez, Cavite
75. LGU Legislative Body
Mendez, Cavite
76. The Municipal Mayor
Alfonso, Cavite
77. LGU Legislative Body
Alfonso, Cavite
78. The Municipal Mayor
Imus, Cavite
79. LGU Legislative Body
Imus, Cavite
80. The Municipal Mayor
Kawit, Cavite
81. LGU Legislative Body
Kawit, Cavite
82. The Municipal Mayor
Noveleta, Cavite
83. LGU Legislative Body
Noveleta, Cavite
84. The Municipal Mayor
Bacoar, Cavite
85. LGU Legislative Body
Bacoar, Cavite
86. The Municipal Mayor
Maragondon, Cavite
87. LGU Legislative Body
Maragondon, Cavite
88. The Municipal Mayor
Ternate, Cavite
89. LGU Legislative Body
Ternate, Cavite
90. The Municipal Mayor
Gen. Trias, Cavite

91. LGU Legislative Body
Gen. Trias, Cavite
92. The Municipal Mayor
Naic, Cavite
93. LGU Legislative Body
Naic, Cavite
94. The Municipal Mayor
Rosario, Cavite
95. LGU Legislative Body
Rosario, Cavite
96. The Municipal Mayor
Tanza, Cavite
97. LGU Legislative Body
Tanza, Cavite
98. The Municipal Mayor
Dasmariñas, Cavite
99. LGU Legislative Body
Dasmariñas, Cavite
100. The Municipal Mayor
Gen. Mariano Alvarez, Cavite
101. LGU Legislative Body
Gen. Mariano Alvarez, Cavite
102. The Municipal Mayor
Silang, Cavite
103. LGU Legislative Body
Silang, Cavite
104. The Municipal Mayor
Carmona, Cavite
105. LGU Legislative Body
Carmona, Cavite
106. The Municipal Mayor
Cainta, Rizal
107. LGU Legislative Body
Cainta, Rizal
108. The Municipal Mayor
Taytay, Rizal

109. LGU Legislative Body
Taytay, Rizal
110. The Municipal Mayor
Teresa, Rizal
111. LGU Legislative Body
Teresa, Rizal
112. The Municipal Mayor
Jala-jala, Rizal
113. LGU Legislative Body
Jala-jala, Rizal
114. The Municipal Mayor
Cardona, Rizal
115. LGU Legislative Body
Cardona, Rizal
116. The Municipal Mayor
Baras, Rizal
117. LGU Legislative Body
Baras, Rizal
118. The Municipal Mayor
Angono, Rizal
119. LGU Legislative Body
Angono, Rizal
120. The Municipal Mayor
Tanay, Rizal
121. LGU Legislative Body
Tanay, Rizal
122. The Municipal Mayor
Pililla, Rizal
123. LGU Legislative Body
Pililla, Rizal
124. The Municipal Mayor
Morong, Rizal
125. LGU Legislative Body
Morong, Rizal
126. The Municipal Mayor
Binangonan, Rizal

127. LGU Legislative Body
Binangonan, Rizal
128. The Municipal Mayor
Rodriguez, Rizal
129. LGU Legislative Body
Rodriguez, Rizal
130. The Municipal Mayor
San Mateo, Rizal
131. LGU Legislative Body
San Mateo, Rizal
132. The Municipal Mayor
Meycauayan, Bulacan
133. LGU Legislative Body
Meycauayan, Bulacan
134. The Municipal Mayor
Obando, Bulacan
135. LGU Legislative Body
Obando, Bulacan
136. The Municipal Mayor
Marilao, Bulacan
137. LGU Legislative Body
Marilao, Bulacan
138. The Municipal Mayor
Norzagaray, Bulacan
139. LGU Legislative Body
Norzagaray, Bulacan
140. The Municipal Mayor
Sta. Maria, Bulacan
141. LGU Legislative Body
Sta. Maria, Bulacan
142. The Municipal Mayor
Angat, Bulacan
143. LGU Legislative Body
Angat, Bulacan
144. The Municipal Mayor
Doña Remedios Trinidad, Bulacan

145. LGU Legislative Body
Doña Remedios Trinidad, Bulacan
146. The Municipal Mayor
Plaridel, Bulacan
147. LGU Legislative Body
Plaridel, Bulacan
148. The Municipal Mayor
Malolos, Bulacan
149. LGU Legislative Body
Malolos, Bulacan
150. The Municipal Mayor
Calumpit, Bulacan
151. LGU Legislative Body
Calumpit, Bulacan
152. The Municipal Mayor
Pulilan, Bulacan
153. LGU Legislative Body
Pulilan, Bulacan
154. The Municipal Mayor
Hagonoy, Bulacan
155. LGU Legislative Body
Hagonoy, Bulacan
156. The Municipal Mayor
Paombong, Bulacan
157. LGU Legislative Body
Paombong, Bulacan
158. The Municipal Mayor
Bustos, Bulacan
159. LGU Legislative Body
Bustos, Bulacan
160. The Municipal Mayor
Guiguinto, Bulacan
161. LGU Legislative Body
Guiguinto, Bulacan
162. The Municipal Mayor
Pandi, Bulacan

163. LGU Legislative Body
Pandi, Bulacan
164. The Municipal Mayor
Bocaue, Bulacan
165. LGU Legislative Body
Bocaue, Bulacan
166. The Municipal Mayor
Bulacan, Bulacan
167. LGU Legislative Body
Bulacan, Bulacan
168. The Municipal Mayor
Balagtas, Bulacan
169. LGU Legislative Body
Balagtas, Bulacan
170. The Municipal Mayor
Baliwag, Bulacan
171. LGU Legislative Body
Baliwag, Bulacan
172. The Municipal Mayor
San Rafael, Bulacan
173. LGU Legislative Body
San Rafael, Bulacan
174. The Municipal Mayor
San Miguel, Bulacan
175. LGU Legislative Body
San Miguel , Bulacan
176. The Municipal Mayor
San Ildefonso, Bulacan
177. LGU Legislative Body
San Ildefonso, Bulacan
178. The Municipal Mayor
Victoria, Laguna
179. LGU Legislative Body
Victoria, Laguna
180. The Municipal Mayor
Nagcarlan, Laguna

181. LGU Legislative Body
Nagcarlan, Laguna
182. The Municipal Mayor
Magdalena, Laguna
183. LGU Legislative Body
Magdalena, Laguna
184. The Municipal Mayor
Calauan, Laguna
185. LGU Legislative Body
Calauan, Laguna
186. The Municipal Mayor
Pila, Laguna
187. LGU Legislative Body
Pila, Laguna
188. The Municipal Mayor
Sta.Cruz, Laguna
189. LGU Legislative Body
Sta. Cruz, Laguna
190. The Municipal Mayor
Liliw, Laguna
191. LGU Legislative Body
Liliw, Laguna
192. The Municipal Mayor
San Pedro, Laguna
193. LGU Legislative Body
San Pedro, Laguna
194. The Municipal Mayor
Alaminos, Laguna
195. LGU Legislative Body
Alaminos, Laguna
196. The Municipal Mayor
Rizal, Laguna
197. LGU Legislative Body
Rizal, Laguna
198. The Municipal Mayor
Los Baños, Laguna

199. LGU Legislative Body
Los Baños, Laguna
200. The Municipal Mayor
Cabuyao, Laguna
201. LGU Legislative Body
Cabuyao, Laguna
202. The Municipal Mayor
Bay, Laguna
203. LGU Legislative Body
Bay, Laguna
204. The Municipal Mayor
Dolores, Quezon
205. LGU Legislative Body
Dolores, Quezon
206. The Municipal Mayor
Sampaloc, Quezon
207. LGU Legislative Body
Sampaloc, Quezon
208. The Municipal Mayor
Pagbilao, Quezon
209. LGU Legislative Body
Pagbilao, Quezon
210. The Municipal Mayor
Lucban, Quezon
211. LGU Legislative Body
Lucban, Quezon
212. The Municipal Mayor
Tayabas, Quezon
213. LGU Legislative Body
Tayabas, Quezon
214. The Municipal Mayor
Candelaria, Quezon
215. LGU Legislative Body
Candelaria, Quezon
216. The Municipal Mayor
Sariaya, Quezon

- 217. LGU Legislative Body
Sariaya, Quezon
- 218. The Municipal Mayor
San Antonio, Quezon
- 219. LGU Legislative Body
San Antonio, Quezon
- 220. The Municipal Mayor
Mauban, Quezon
- 221. LGU Legislative Body
Mauban, Quezon
- 222. The Municipal Mayor
Tiaong, Quezon
- 223. LGU Legislative Body
Tiaong, Quezon
- 224. The Municipal Mayor
Majayjay, Quezon
- 225. LGU Legislative Body
Majayjay, Quezon
- 226. The Municipal Mayor
Luisiana, Quezon
- 227. LGU Legislative Body
Luisiana, Quezon
- 228. The Municipal Mayor
Sto. Tomas, Batangas
- 229. LGU Legislative Body
Sto. Tomas, Batangas
- 230. The Municipal Mayor
San Pascual, Batangas
- 231. LGU Legislative Body
San Pascual, Batangas
- 232. The Municipal Mayor
Candaba, Pampanga
- 233. LGU Legislative Body
Candaba, Pampanga
- 234. The Municipal Mayor
San Simon, Pampanga

- 235. LGU Legislative Body
San Simon, Pampanga
- 236. The Municipal Mayor
Apalit, Pampanga
- 237. LGU Legislative Body
Apalit, Pampanga
- 238. Office of the Governor
Province of Rizal
- 239. LGU Legislative Body
Province of Rizal
- 240. Office of the Governor
Province of Laguna
- 241. LGU Legislative Body
Province of Laguna
- 242. Office of the Governor
Province of Batangas
- 243. LGU Legislative Body
Province of Batangas
- 244. Office of the Governor
Province of Cavite
- 245. LGU Legislative Body
Province of Cavite
- 246. Office of the Governor
Province of Pampanga
- 247. LGU Legislative Body
Province of Pampanga
- 248. Office of the Governor
Province of Quezon
- 249. LGU Legislative Body
Province of Quezon
- 250. Office of the Governor
Province of Bulacan
- 251. LGU Legislative Body
Province of Bulacan
- 252. CitizenWatch, Inc. (c/o Atty. Teofilo Emilio C. Abejo II)
Units 301-302 Philippine Social Science Center,
Commonwealth Ave., Diliman, Quezon City
- 253. Matuwid na Singil sa Kuryente Consumer Alliance, Inc. (MSK)
Unit 327, Eagle Court Condominium, Matalino Road,
Diliman, Quezon City

Republic of the Philippines
ENERGY REGULATORY COMMISSION
San Miguel Avenue, Pasig City

**IN THE MATTER OF THE
APPLICATION FOR THE
APPROVAL OF THE POWER
SUPPLY AGREEMENT (PSA)
BETWEEN MANILA
ELECTRIC COMPANY
(MERALCO) AND SOLAR
PHILIPPINES TARLAC
CORPORATION (SPTC),
WITH PRAYER FOR
PROVISIONAL AUTHORITY
AND MOTION FOR
CONFIDENTIAL
TREATMENT OF
INFORMATION,**

ERC CASE NO. 2017-094 RC

**MANILA ELECTRIC
COMPANY (MERALCO) AND
SOLAR PHILIPPINES
TARLAC CORPORATION
(SPTC),**

Applicants.

X-----X

D O C K E T E D
Date: DEC 28 2017
By: [Signature]

NOTICE OF PUBLIC HEARING

TO ALL INTERESTED PARTIES:

Notice is hereby given that on 19 October 2017, Applicants Manila Electric Company (MERALCO) and Solar Philippines Tarlac Corporation (SPTC) filed a *Joint Application* dated 16 October 2017 for approval of their Power Supply Agreement (PSA).

In the said Application, MERALCO and SPTC alleged the following:

1. Applicant MERALCO is a private corporation existing under the laws of the Republic of the Philippines, with principal office located at Lopez Building, Meralco Center, Ortigas Avenue, Pasig City. It may be served with notices and other

of this Honorable Commission through its counsel at the address indicated herein.

2. MERALCO has a legislative franchise to operate and maintain a distribution system in the cities/municipalities of Metro Manila, Bulacan, Cavite and Rizal and certain cities/municipalities/barangays in Batangas, Laguna, Quezon and Pampanga, pursuant to Republic Act No. 9209, and is authorized to charge all its customers for their electric consumption at the rates approved by the Honorable Commission.
3. Applicant SPTC is a corporation duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at 2/F LPL Towers, 112 Legaspi Street, Makati City, Metro Manila. It may be served with notices and other processes of this Honorable Commission through its counsel at the address indicated herein.
4. SPTC is constructing, and shall own, operate, manage and maintain a solar power plant capable of supplying electric energy up to 85 MW_{AC} (net), which is located in the Municipality of Concepcion, Tarlac.
5. Based on the power situation outlook for 2017 and succeeding years, MERALCO foresees a peaking capacity deficit in its portfolio due to the expected high demand as well as possible occurrences of scheduled maintenance shutdowns and forced outage of power plants. Moreover, based on MERALCO's Distribution Development Plan, from 2015 to 2024, MERALCO's aggregate capacity requirement is forecasted to grow by a compounded average growth rate of 3.7%.
6. In order to ensure continuous and reliable electricity for MERALCO's customers, there is a need for MERALCO to source additional peaking capacity through bilateral power supply contracts.
7. Under Section 45(b) of Republic Act No. 9136 (EPIRA), it is provided that "*Distribution utilities may enter into bilateral power supply contracts subject to review by the ERC xxx*".
8. Accordingly, following extensive negotiations and the conduct of a competitive selection process, on 06 October 2017, MERALCO executed a Power Supply Agreement ("PSA") with SPTC, for the purchase of electric energy generated by its solar power plant corresponding to: (i) 75 MW (AC, net) up to 85 MW (AC, net) from the 1st to 5th Contract Years; and (ii) 85 MW (AC, net) from the 6th to 20th Contract Years, on a take and pay basis, with proposed plant site located in the Municipality of Concepcion, Tarlac. The conduct of a competitive selection process proceeded as follows:

- a. On 28 June 2017, MERALCO caused the publication of an Invitation for Price Challenge, which contained the basic terms of reference and conditions of the proposal of an original power supplier, indicating a summary of the process and timelines of the Price Challenge process, and inviting power generation companies to submit better tariff proposals on or before the timelines set out in the said invitation. At the same time, MERALCO caused the posting thereof on its website.
- b. On 17 August 2017, MERALCO's Power Supply Agreements Bids and Awards Committee (the "PSA BAC") sent a letter-notice to the original power supplier and a qualified price challenger, SPTC, informing them that the proposed energy price of **PhP2.9999 per kWh** submitted by SPTC was found to be the best bid. The said letter-notice also explained that the original power supplier had the right to match the proposed energy price of SPTC.
- c. On 25 August 2017, the original power supplier sent a letter-notice to MERALCO informing the latter that it is not exercising its right to match SPTC's proposed energy price of PhP2.9999 per kWh. Thus, MERALCO's PSA BAC issued a Notice of Award in favor of SPTC.
9. The PSA between MERALCO and SPTC, a copy of which is attached as **ANNEX "A"** and made an integral part hereof, contains the following salient features:

"2.1 *Term of Agreement.* The Agreement shall commence on Effective Date and shall remain in full force and effect until the last day of the twentieth (20th) Contract Year, unless earlier terminated in accordance with this Agreement (the "**Term**"); provided, that Section 4.1 (Regulatory Approvals), Section 10.4 (Liquidated Damages), Article 11 (Miscellaneous), Article 12 (Dispute Resolution), and Article 13 (Termination) shall be effective upon Meralco's issuance of a notice of award to Power Supplier as the winning power supplier after the conduct of a competitive selection process; provided further, that the obligations of Power Supplier and Meralco under this Agreement with respect to sale and purchase of the Product shall be for a duration of twenty (20) years from Commencement Date; provided finally, that termination shall not affect or excuse the performance of either Party under any provision of this Agreement that by its terms survives any such termination.

xxx

- 3.2. *Commencement Date.* The "**Commencement Date**" shall occur upon the satisfaction of the conditions below:

- (a) The conditions set out in Section 3.1. have been fulfilled;
- (b) Each Party has delivered to the other Party a certification dated no earlier than two (2) Days prior to the proposed Commencement Date to the effect that its representations and warranties contained herein shall be true and correct in all material respects on and as of the Commencement Date; and
- (c) On or before the Longstop Date, (i) the ERC shall have issued an ERC Provisional Approval or ERC Final Approval of this Agreement, including the pricing structure as set out herein (or as otherwise acceptable to Power Supplier), and (ii) the Acceptance Date has occurred.

Within seven (7) Days after the satisfaction of the conditions referred to in this Section 3.2, Meralco and Power Supplier shall issue a joint certification confirming satisfaction of such conditions and defining the Commencement Date.

Should the Longstop Date occur without the conditions in Section 3.2 having been satisfied, the Parties may terminate this Agreement.

- 3.3. *Scheduled Commercial Operations Date.* Power Supplier covenants that the Plant shall achieve commercial operations upon Commencement Date.

xxx

- 4.1 *Regulatory Approvals.* After signing, the Parties shall file a joint application with the ERC for the approval of this Agreement (the “**ERC Application**”). Both Parties shall cooperate in this undertaking and Power Supplier shall provide all the necessary support, including the submission of all the documents required to expedite the ERC Provisional Approval and ERC Final Approval of the Agreement and the filing of urgent motion(s) for issuance of the ERC Provisional Approval and ERC Final Approval, provided that:
 - (a) If Power Supplier fails to submit any ERC pre-filing requirement, which results in the ERC Application not being filed by October 20, 2017, then fifty percent (50%) of the Performance Security shall be forfeited in favor of Meralco and this Agreement shall be deemed automatically terminated, unless the Parties agree otherwise in writing.

- (b) If the ERC provisionally accepts filing of the ERC Application on or before October 20, 2017 subject to the submission of additional requirement(s) to enable the ERC to commence evaluation of the ERC Application, then beginning January 26, 2018, Meralco will be deemed to have sourced replacement energy from WESM at the cost of Power Supplier and in accordance with the procedure in Section 3.5.3, for a period equivalent to the number of Days from filing of the ERC Application until Power Supplier's submission to ERC of such additional requirement(s).
- (c) Notwithstanding Section 4.1(b), if the ERC Application is filed and docketed on or before October 20, 2017, but Power Supplier refuses to cooperate in securing an ERC Provisional Approval or otherwise fails to provide any other requirement of the ERC for the purpose of securing an ERC Provisional Approval, then Meralco shall be entitled (but not obligated), solely by written notice, to immediately terminate this Agreement and forfeit the Performance Security in Meralco's favor. Unless Meralco issues such notice terminating this Agreement, Meralco will be deemed to have sourced replacement energy from WESM at the cost of Power Supplier and in accordance with the procedure in Section 3.5.3 beginning January 26, 2018, until the earlier of July 25, 2018 or Commercial Operations Date.

In the event of any disallowance in the Contract Price or the imposition of penalties as a result of implementation of this Agreement pursuant to (b) and (c) of this Section 4.1, the same shall be for the account of Power Supplier.

For the avoidance of doubt, and provided that Power Supplier complies with all its obligations under this Section 4.1, Power Supplier shall not be responsible for replacement energy in the event that the ERC does not issue an ERC Provisional Approval for reasons not attributable to Power Supplier. In such a case, the Performance Security shall not be forfeited and this Agreement shall not be deemed terminated.

- 4.2 Power Supplier shall have ten (10) Business Days from notice of ERC approval to inform Meralco in writing that (i) it accepts such ERC Provisional Approval or ERC Final Approval, whichever occurs earlier, or (ii) it does not accept the ERC approval, stating the grounds for non-acceptance.
- 4.3 In case of Power Supplier's non-acceptance, Power Supplier shall be free to: (i) file with the ERC a motion for reconsideration, which, however, shall not excuse Power Supplier from delivering the Product under the Agreement; or (ii) terminate this Agreement upon

sixty (60) days prior written notice to Meralco; provided that, any order on a motion for reconsideration shall be treated as an ERC Final Approval for purposes of the processes under this Article 4; provided further that, if the motion for reconsideration is denied by the ERC, or granted by the ERC but still with any material term or condition that is not acceptable to Power Supplier, Power Supplier may terminate this Agreement upon sixty (60) days prior written notice to Meralco.

xxx

- 5.1 *Obligations of the Parties.* Beginning on the Commencement Date, and subject to the terms and conditions of this Agreement, Power Supplier shall sell and deliver, and Meralco shall pay for, the Product at the Contract Price. For this purpose, at any time during the 5th Contract Year, Power Supplier undertakes to submit a certification from the EPC Contractor that the Plant is capable of generating 85 MWh of electric energy over a continuous period of one hour. Should Power Supplier fail to provide such certification, it shall supply Replacement Energy to Meralco beginning the first Day of the 6th Contract Year.

Power Supplier shall, at all times from Plant testing and commissioning, ensure compliance with terms and conditions under its interconnection, metering and other agreements necessary for the performance of its obligations hereunder. For clarity, Power Supplier shall be allowed to sell and deliver electric energy in excess of the Product from the Plant, or any electric energy from an expansion of the Plant, to any third party during the Term of this Agreement; provided that Power Supplier shall ensure that there are separate and dedicated billing meter and transmission line to measure and deliver the Product to the transmission grid for delivery to Meralco.

Unless otherwise expressly stipulated herein, and subject to Section 5.4, Power Supplier shall not sell and deliver power from the Plant up to the Product to any third party or WESM during the Term of this Agreement. Notwithstanding any provision to the contrary, any violation of this Section 5.1 shall be considered a Material Breach and a ground for termination of this Agreement following the procedure in Section 13.2.

- 5.2 *Take and Pay Contract.* Subject to circumstances of Force Majeure under this Agreement, Meralco shall accept any and all electric energy deliveries from Power Supplier up to 85 MWh and Meralco shall pay

the corresponding Contract Price for all electric energy (in kWh or MWh) declared by Power Supplier at the WESM for Meralco, which quantity shall be based on the readings of Billing Meter.

- 5.3 *Contract Price.* The Contract Price is PhP 2.9999 per kWh, subject to an annual escalation of two percent (2%), *provided*, that the Franchise and Benefits to Host Communities Charge, if any, shall not form part of and is excluded from the computation of the Contract Price. For avoidance of doubt, all taxes pertaining to Power Supplier, including but not limited to the FBHC charge, shall be shouldered by, and be for the sole account of, Power Supplier. Any violation of this Section 5.3 shall be considered a Material Breach and a ground for termination of this Agreement upon prior notice.

xxx

- 7.1. Subject to existing laws and rules and regulations, Meralco shall be entitled to assign, transfer, designate, delegate or allocate (collectively in this context, "**Transfer**") its rights and obligations to purchase a portion of the Product that is no longer required by Meralco as a result of Retail Competition and Open Access (RCOA) or in case of any reduction in demand of Meralco's captive customers to any of its business segments or wholly-owned Affiliates without the prior consent of Power Supplier, provided that such Transfer shall not result in a material change in the obligation of Power Supplier under Section 8.3. In the event that Meralco has two or more RES Affiliates, Power Supplier shall have the option to choose the RES Affiliate to which Meralco shall Transfer its rights and obligations, which option shall be communicated to Meralco within five (5) Days from receipt of the Transfer Notice (defined below).

Meralco shall also be entitled to Transfer its rights and obligations to purchase a portion of the Product that is no longer required by Meralco as a result of Retail Competition and Open Access (RCOA) or in case of any reduction in demand of Meralco's captive customers to any other Person, subject to the consent of Power Supplier, which consent shall not be unreasonably withheld, delayed or conditioned, it being understood that withholding consent would not be considered unreasonable if the proposed Transfer would be contrary to existing laws and rules and regulations and/or the reasonable requirements of Finance Parties under the Finance Documents, as evidenced by a written confirmation by the relevant Finance Parties. Power Supplier shall exert reasonable efforts to (i) procure that only the consent of Finance

Parties representing no more than seventy-five percent (75%) of the debt plus undrawn commitments shall be required for a Transfer under the Finance Documents; and (ii) upon written notice being given by Meralco, procure such consent for the Transfer.

Meralco shall endeavor to cooperate with Power Supplier by providing documents and information in relation to the Transfer as may be reasonably required by the Finance Parties.

Power Supplier shall also be entitled to Transfer its rights and obligations under this Agreement to any of its wholly-owned Affiliates or Subsidiaries, subject to the consent of Meralco, which consent shall not be unreasonably withheld, delayed or conditioned.

xxx

- 7.3 *Reduction in the Product.* Meralco shall, from time to time, be entitled to a reduction in Product (the "**Reduction in Product**") equivalent to the reduction in the demand of its captive customers by reason of the enforcement of Retail Competition and Open Access, Renewable Energy Law and other Applicable Laws. For this purpose, Meralco shall give a written notice to Power Supplier of such reduction at least five (5) Days prior to the first day of the next Billing Period or by such date as would be sufficient for timely notice to WESM of such change. Upon receipt by Power Supplier of such written notice, Meralco shall cease to have any rights and obligations under this Agreement in respect of such Reduction in Product.

xxx

- 8.3 *WESM and Line Rental Charges.* All WESM charges attributable to Power Supplier (e.g., WESM Market Fees) are not to be passed on to Meralco. Line rental charges in excess of PhP 0.1000 per kWh, reckoned on a monthly basis, shall be for the account of Power Supplier.

xxx

- 11.7 *Change in Circumstances.* The Parties shall faithfully perform all their obligations in accordance with the provisions of this Agreement as well as the Applicable Laws. In case of any (i) amendment, modification or change in Applicable Laws, (ii) any decision or order by the ERC or any court or government agency which provides for a new or change in the interpretation of Applicable Laws and ERC rules and regulations after the date of this Agreement, or (iii) Change in Circumstances that would prevent either or both Parties from performing or continuing to perform their

obligations under this Agreement, or when such change in Applicable Law, or Change in Circumstance or the issuance of such decision or order would cause irreparable damage or would adversely affect the financial viability of either Party, the Parties shall meet and negotiate in good faith within ten (10) days from the effectivity of said amendment, modification, or change or issuance of decision or order, to mutually address and agree on appropriate solutions to the problem. Failure to arrive at a solution in accordance with this Section 11.7 within sixty (60) Days from the commencement of such negotiations shall be a ground for termination of this Agreement upon prior notice.

For the avoidance of doubt, neither Party shall utilize battery storage in a manner that may affect the rights and obligations of the Parties under this Agreement without prior notice and agreement of the other Party. For this purpose, the use of battery storage shall be deemed a Change in Circumstance.

xxx

13. TERMINATION

- 13.1. For terminations after Commencement Date but prior to Commercial Operations Date under Sections 3.4 and 3.5, Meralco shall, at any time prior to July 25, 2018, provide Power Supplier a written notice at least sixty days prior that the Agreement shall be terminated effective no later than July 25, 2018. For clarity, replacement energy shall continue to be procured under Sections 3.4 and 3.5 until the termination date indicated in such written notice.
 - 13.2. The Party not in Material Breach may terminate the Agreement, upon sixty (60) days prior written notice to the other Party, for any Material Breach that remains unremedied after ninety (90) days (the "**Curing Period**"), subject to Section 10.4 (Liquidated Damages). During such Curing Period, in the event of Material Breach on the part of Power Supplier, Power Supplier shall deliver Replacement Energy to Meralco at the actual price sourced by Power Supplier or Contract Price, whichever is lower, provided that Power Supplier shall exert best efforts to source Replacement Energy in the least cost manner; while in the event of Material Breach on the part of Meralco, Power Supplier may opt to sell the Product to WESM or third parties, subject to existing ERC rules and regulations."
10. Based on the foregoing, given a certain set of assumptions, the annual effective rate under the PSA is

Php2.9999 per kWh (at plant gate), as shown in the rate impact analysis below:

Solar Philippines Tarlac Corporation PSA - Rate Impact (YEAR 2018)				
BILLING COMPONENT	UNIT	BASE RATE ^[a]	BILLING DETERMINANT ^[a]	AMOUNT (PHP)
Energy Payment				
Contract Price	(Php/kWh)	2.9999	137,751,000 (kWh)	413,239,224.90
TOTAL PAYMENT	(Php)			413,239,224.90
Effective Rate at Plant Gate	(Php/kWh)			2.9999
WESM Line Rental Rate ^[c]	(Php/kWh)			0.1000
Delivered Rate	(Php/kWh)			3.0999
Effective Cost at WESM Price ^[d]	(Php/kWh)			3.8524
Increase / (Decrease) over WESM Price	(Php/kWh)			(0.7525)
Meralco Captive Energy Demand ^[e]	(kWh)			31,542,384,061
Increase / (Decrease) in Generation Cost	(Php)			(103,657,627.50)
Increase / (Decrease) in Generation Cost	(Php/kWh)			(0.0033)

Assumptions:

^[a] Base Rates as set forth in Schedule 1 of the PSA

^[b] Energy billing determinant based on 85,000 kW contract capacity and 18.50% solar plant capacity factor

^[c] Line Rental rate for SPTC is based on maximum allowable value as stated in the PSA

^[d] Cost if equivalent volume of SPTC was sourced from the WESM based on forecast weighted average of Jan - Dec 2018 hourly prices from 6am to 6pm

^[e] Meralco Captive Energy Demand based on 2018 forecast

- Also, as seen in the rate impact above, given a similar set of assumptions, the simulated delivered price under the PSA would be Php3.0999 per kWh, resulting in a reduction of MERALCO's generation charge by about Php0.0033 per kWh.
- It bears emphasis that, as previously mentioned, based on MERALCO's foreseen peaking capacity deficit in its portfolio due to the expected high demand as well as possible occurrences of scheduled maintenance shutdowns and forced outage of power plants, there is an urgent need for the provisional approval of the PSA.
- Verily, this Honorable Commission's approval of the PSA will send strong signals to renewable or solar energy generation projects in the Philippines, and thus, set the pace for infusion of similar investments by the private sector.
- Likewise, in support of the instant Joint Application and pursuant to Rule 6 (Pre-Filing Requirements) of the Rules of Practice and Procedure of this Commission, the Applicants provide the following documents:

Description of Document	Annex
MERALCO's Articles of Incorporation	C
MERALCO'S By-Laws	D
MERALCO's latest General Information Sheet (GIS)	E
MERALCO's Demand Side Management program	F
MERALCO's Distribution Development Plan; with Average Daily Load Curve scenarios; and	G G-1

ERC CASE NO. 2017-094 RC
NOTICE OF PUBLIC HEARING/ 11 DECEMBER 2017
PAGE 11 OF 15

Supply and Demand Scenario *	G-2*
Write-up on Non-Applicability of National Power Corporation (NPC) Certification	G-3
Documents showing MERALCO's conduct of a Competitive Selection Procurements (CSP)	H and series
SPTC's SEC Certificate of Registration	I
SPTC's Articles of Incorporation	J-1
SPTC By-laws	J-2
Write Ups on Non-Applicability of the following: <ul style="list-style-type: none"> • Shareholders' Agreement • All details on the procurement process of fuel including requests, proposals received, tender offers, etc.; Fuel supply agreement; sworn statement detailing how the fuel was competitively procured, contract terms, unbundled price components (product cost, transshipment, delivery container, etc.) • Other documentation that may be needed by the ERC in the course of the evaluation, such as, but not limited to the following: <ul style="list-style-type: none"> ○ Certification (from the engine manufacturer or IPP) of the net heat rate (initial and every after major maintenance schedule) in liters per kWh ○ Simulation of the no. of operating units necessary to meet MEOT and/or additional energy/demand requirements of the DU ○ Potential Cost (absolute amounts and Php/kWh) of Ancillary Services as and when the IPP or the DU is connected to the main grid 	K and series
SPTC's latest General Information Sheet (GIS)	L
SPTC's Corporate Structure	L-1
Write-up on and Board of Investment (BOI) Certificate of Registration for SPTC's solar power plant with attached terms and conditions	M
Amended and original Environmental Compliance Certificates (ECCs) for SPTC's solar power plant	N-1 and N-2
Write-up on and SPTC's Application for Certificate of Compliance (COC) for its solar power plant	O
DOE Certificate of Endorsement (CoE) for SPTC's solar power plant	P
DOE letter on and Solar Energy Service Contract for SPTC's solar power plant	Q-1 and Q-2
SPTC's DOE Certificate of Registration	R
Transmission line project details and SPTC's Application for Authority to Develop, Own, and Operate a Dedicated Point-to-Point Limited Transmission Facilities for its solar power plant	S-1 and S-2
Project Feasibility Study*	T*
Executive Summary of the PSA	U
Source of Funds/ Financial Plans *	V and series*
Generation Rate and Derivation *	
Cash Flow *	
All cost analysis related to the generation in support of the proposed pricing provisions of the contract *	
All relevant technical and economic characteristics of the	W

generation capacity; Installed Capacity, Mode of Operation, Dependable Capacity; Auxiliary load; Scheduled and Unscheduled Outages; Basis/Justification of day used	
SPTC's Latest and Complete Set of Audited Financial Statements (Balance Sheet, Income Statement, and Statement of cash flows)	X

** Subject of the Motion for Confidential Treatment of Information.*

**ALLEGATIONS IN SUPPORT OF
PROVISIONAL AUTHORITY**

15. It is reiterated that the timely implementation of the PSA will best serve the interests of the consumers.
- a. Considering that SPTC's solar power plant is expected to achieve commercial operations in the fourth quarter of 2017, an immediate implementation of the PSA would redound to the benefit of the consumers in terms of environmental benefits and would also contribute to the government initiative of encouraging the development of renewable energy in the country. Further, SPTC undertakes to provide replacement energy at the Contract Price even prior to commercial operations of SPTC's solar power plant, subject to the provisions of the PSA.
- b. Verily, the Php2.9999 per kWh rate under the PSA is significantly lower than the prevailing Feed-In Tariff (FIT) rates and the lowest tariff offer that MERALCO has received thus far for a solar technology.
- c. The simulated delivered price of Php3.0999 per kWh provides for a much lower cost of power compared to the simulated effective cost at WESM of Php3.8524, thereby resulting in savings to the consumers of about Php0.7525 per kWh.
16. In support of this Joint Application and the prayer for issuance of a Provisional Authority, the Judicial Affidavit of **MR. CIPRINILO C. MENESES**, Head of MERALCO's Energy Sourcing Office, is attached hereto as **ANNEX "B."**

**ALLEGATIONS IN SUPPORT OF
MOTION FOR CONFIDENTIAL TREATMENT OF
INFORMATION**

17. With respect to the document marked and attached as **ANNEX "G-2"** (Supply and Demand Scenario of MERALCO), MERALCO respectfully moves that it be treated as confidential and not be disclosed to any party for the reason that it contains information which are commercially sensitive in nature and may affect price offers that MERALCO may receive under a power supply agreement. In addition, such information falls within the bounds of valuable proprietary interest under "trade secrets" which are

entitled to protection under the Constitution, statutes, and rules and regulations.

18. With respect to the documents marked as **Annexes "T" and "V and series"**, SPTC respectfully moves that they be treated as confidential and not be disclosed to any party since these documents contain numbers, methodology, and calculations which provide valuable information and insight on how SPTC arrives at its power generation rate and would accordingly reflect SPTC's bidding strategy for distribution utilities undertaking competitive process for the selection of their power suppliers, and SPTC's trading in the WESM. They also contain information regarding the debt or equity ratio, capital costs, weighted average cost of capital, and fuel cost, among other information. All these information are considered classified business information by SPTC, which, if released to the public including its competitors, would place the latter at an undue advantage against SPTC. In addition, such information falls within the bounds of valuable proprietary interest under "trade secrets" which are entitled to protection under the Constitution, statutes, rules and regulations.
19. Under Rule 4 of the ERC Rules of Practice and Procedure, the Honorable Commission may, upon request of a party and determination of the existence of conditions, which would warrant such remedy, treat certain information submitted to it as confidential. Pursuant to such provision, the Applicants respectfully pray for the issuance of a protective order declaring **Annexes "G-2," "T" and "V and series"** as confidential information, since the Applicants intend to present them as evidence in the instant Application.
20. Information, which falls within the definition of a trade secret, as defined by jurisprudence is clearly information which merits the confidential treatment provided for under Rule 4 of the ERC Rules of Practice and Procedure. **Annexes "G-2," "T" and "V and series"** should therefore be entitled to the protection of confidential information provided under Rule 4 of the ERC Rules of Practice and Procedure.
21. The Applicants hereby submit one (1) copy of each of the foregoing confidential documents in a sealed envelope, with the envelope and each page of the document stamped with the word "Confidential."

PRAYER

WHEREFORE, premises considered, it is respectfully prayed that the Honorable Commission,

- (i) issue an Order **GRANTING PROVISIONAL AUTHORITY** to implement the PSA;

- (ii) issue an Order **TREATING Annexes “G-2,” “T” and “V and series” AS CONFIDENTIAL INFORMATION** pursuant to Rule 4, Section 1 of the ERC Rules of Practice and Procedure and prescribing the guidelines for the protection thereof; and
- (iii) after hearing on the merits, render a Decision **APPROVING THE PSA** between Applicants MERALCO and SPTC.

The Commission has set the *Joint Application* for determination of compliance with the jurisdictional requirements, expository presentation, Pre-trial Conference, and presentation of evidence on **01 February 2018 (Thursday) at ten o'clock in the morning (10:00 a.m.), at the ERC Hearing Room, 15th Floor, Pacific Center Building, San Miguel Avenue, Pasig City.**

All persons who have an interest in the subject matter of the instant case may become a party by filing with the Commission a verified Petition to Intervene at least five (5) days prior to the initial hearing and subject to the requirements under Rule 9 of the 2006 Rules of Practice and Procedure, indicating therein the docket number and title of the case and stating the following:

- 1) The petitioner's name and address;
- 2) The nature of petitioner's interest in the subject matter of the proceeding and the way and manner in which such interest is affected by the issues involved in the proceeding; and
- 3) A statement of the relief desired.

All other persons who may want their views known to the Commission with respect to the subject matter of the case may file their Opposition or Comment thereon at any stage of the proceeding before Applicants conclude the presentation of their evidence, subject to the requirements under Rule 9 of the 2006 Rules of Practice and Procedure. No particular form of Opposition or Comment is required, but the document, letter, or writing should contain the following:

- 1) The name and address of such person;
- 2) A concise statement of the Opposition or Comment; and

3) The grounds relied upon.

All such persons who wish to have a copy of the *Joint Application* may request from Applicants that they be furnished with the same, prior to the date of the initial hearing. Applicants are hereby directed to furnish all those making such request with copies of the *Joint Application* and its attachments, subject to the reimbursement of reasonable photocopying costs. Any such person may likewise examine the *Joint Application* and other pertinent records filed with the Commission during the standard office hours.

WITNESS, the Honorable Chairperson **AGNES VST DEVANADERA** and the Honorable Commissioners **ALFREDO J. NON, GLORIA VICTORIA C. YAP-TARUC,** and **GERONIMO D. STA. ANA,** Energy Regulatory Commission, this 11th day of December 2017 in Pasig City.

FOR AND BY AUTHORITY
OF THE COMMISSION:


JOSEFINA PATRICIA A. MAGPALE-ASIRIT
Oversight Commissioner for Legal


LS: MCC/ARQ/APV