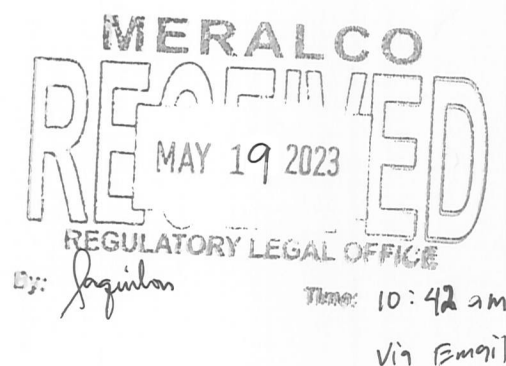


Republic of the Philippines
ENERGY REGULATORY COMMISSION
Pasig City

IN THE MATTER OF THE
JOINT APPLICATION FOR
APPROVAL OF THE
EMERGENCY POWER
SUPPLY AGREEMENT
BETWEEN MANILA
ELECTRIC COMPANY AND
GNPOWER DINGININ LTD.
CO., WITH MOTION FOR
CONFIDENTIAL
TREATMENT OF
INFORMATION



ERC CASE NO. 2023-028 RC

MANILA ELECTRIC
COMPANY AND GNPOWER
DINGININ LTD. CO.,

Applicants.

X-----X

Promulgated:

April 27, 2023

ORDER

On 05 April 2023, Manila Electric Company (MERALCO) and GNPowder Dinginin Ltd. Co. (GNPD) filed a *Joint Application* dated 18 January 2023, seeking the Commission's approval of their Emergency Power Supply Agreement (EPSA), with motion for confidential treatment of information.

The pertinent allegations of the *Joint Application* are hereunder quoted as follows:

I. The APPLICANTS

A. MERALCO

1. Applicant MERALCO is a private corporation existing under the laws of the Republic of the Philippines, with principal office located at Lopez Building, Ortigas Avenue, Brgy. Ugong, 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.

B. GNPD

3. Applicant GNPD is a partnership duly organized and existing under the laws of the Philippines, with principal place of business at GNPowder Energy Complex, Sitio Dinginin, Brgy. Alasasin, Mariveles 2105, Bataan, Republic of the Philippines. It may be served with notices and other processes of this Honorable Commission through its counsel at the address indicated herein.
4. GNPD owns and operates a 1,366 MW coal-fired power plant (the "Plant") at Sitio Dinginin, Barangay Alasasin, Municipality of Mariveles, Province of Bataan.

II. STATEMENT OF FACTS

A. MERALCO's Power Situation Outlook for 2023

5. Based on its power situation outlook for 2023, MERALCO foresees a capacity deficit in its portfolio. In addition, MERALCO intends to mitigate the impact of scheduled and maintenance outages (and possible occurrence of forced outages) of power plants as some of MERALCO's contracted plants are scheduled for maintenance outage.
6. In view thereof, and in order to mitigate exposure to the Wholesale Electricity Spot Market ("WESM") and source capacity for the year 2023 that could contribute to the availability and affordability of the supply of electricity to MERALCO's customers, the Applicants respectfully submit that there is a need for them to execute an Emergency Power Supply Agreement ("EPSA") starting from the period of the Department of Energy's ("DOE's") issuance of a Certificate of Exemption from the conduct of Competitive Selection Process ("COE-CSP") up to 25 January 2023 (the "MERALCO-GNPD EPSA").

B. Nature of the Application and exemption from Competitive Selection Process ("CSP")

7. On 14 December 2022, MERALCO and GNPD executed the MERALCO-GNPD EPSA for the purchase of capacity and energy from the Plant from Operations Effective Date until 25 January 2023.
8. Under Section 45(b) of Republic Act No. 9136 or the Electric Power Industry Reform Act of 2001 ("EPIRA"), it is provided that "*Distribution utilities [\"DUs\"] may enter*

into bilateral power supply contracts subject to review by the ERC xxx".

9. Corollary to that, Section 2.2 of DOE Department Circular No. DC2018-02-0003 (the "2018 CSP Rules"),¹ as amended by DOE Department Circular No. DC2021-09-0030 (the "2021 Revised CSP Rules"),² reads as follows:

2.2. EXEMPTION FROM CSP.

2.2.1 The following instances shall warrant a [COE] from the conduct of [CSP] (COE-CSP) from the DOE:

xxx xxx xxx

2.2.1.2 Negotiated procurement of emergency power supply wherein the cooperation period of the corresponding Emergency Power Supply Agreement (EPSA) shall not exceed one (1) year, and such EPSA shall be filed immediately before the Energy Regulatory Commission (ERC) upon the issuance and within the effectivity of the COE-CSP; Provided, that the DU shall prove and certify that it has performed all the necessary and required due diligence, and solicited proposal from at least one (1) power supplier for EPSA to address the emergency situation and to avert and/or mitigate its consequences, and the offer/s from the available Power Supplier/s shall be attached in the request for COE-CSP; Provided also, that the procurement of emergency power supply shall be (sic) not be entitled to any form of subsidy. Provided finally, that the rate shall be equivalent to or lower than the latest ERC-approved generation tariff for same or similar technology in comparable areas."
(Underscoring supplied)

10. Likewise, the 2021 Revised CSP Rules defines emergency power as follows:

3.13 "Emergency Power" refers to the power required by the DU in the event that a DU's actual power supply falls below its load demand due to Force Majeure or Fortuitous Events that are beyond the control of the DU, and such shortfall cannot be addressed through any reasonable means and cannot be supplied by the Wholesale Electricity Spot Market (WESM),

¹ Series of 2018 entitled "Adopting and Prescribing the Policy for the Competitive Selection Process in the Procurement by the Distribution Utilities of Power Supply Agreement for the Captive Market."

² Series of 2021 entitled "Amending Certain Provisions of and Supplementing Department Circular No. DC2018-02-0003 on the Competitive Selection Process in the Procurement by the Distribution Utilities of Power Supply Agreement for the Captive Market."

subject to the final determination by the DOE.
(Underscoring supplied)

11. On 2 September 2022, MERALCO submitted its letter to the DOE requesting for a COE-CSP of the MERALCO-GNPD EPSA.³ On 29 November 2022, the DOE issued the COE-CSP.⁴

III. SALIENT FEATURES OF THE MERALCO-GNPD EPSA

12. The MERALCO-GNPD EPSA, a copy of which is attached as ANNEX “D” and made an integral part hereof, contains the following salient features:

1.1 Definitions

xxx

Contract Capacity shall be set at 300MW sourced from the Plant, as may be adjusted from time to time in accordance with Article 8.

xxx

2.2. Term of Agreement

2.2.1. Subject to Article 3, this Agreement shall become effective on the Execution Date.

2.2.2. The term of this Agreement shall commence on the Operations Effective Date, and shall expire on January 25, 2023, unless terminated earlier in accordance with the terms of this Agreement (the “Term”).

xxx

3.2. Operations Effective Date

The obligations of Power Supplier with respect to the Contract Capacity and Associated Energy shall commence upon the later of effectivity of the CA Resolution and grant of DOE certificate of exemption from competitive selection process (the “Operations Effective Date”); provided that the conditions set out in Section 3.2.1 have been satisfied.

xxx

Article 4. Sale and Purchase of Contract Capacity and Associated Energy

³ Attached as ANNEX “C”

⁴ Attached as ANNEX “C-1”

4.1. Supply of Power

Subject to the Terms and Conditions of this Agreement, from the Operations Effective Date until the expiration of the Term or earlier termination of this Agreement:

- (a) Power Supplier shall make available the Contract Capacity and deliver the Associated Energy to Meralco, at the Contract Price determined in accordance with Appendix D; provided, however, that Power Supplier shall be allowed to deliver and sell to Meralco the Replacement Power from WESM or any other source only when the Plant is on Outage beyond Full Load Equivalent Scheduled Outage Allowance Days and/or Full Load Equivalent Forced Outage Allowance Days.
- (b) Meralco shall purchase from Power Supplier, to the extent of Meralco's relevant day-ahead nominations, at the Contract Price determined in accordance with Appendix D.

xxx

Article 7. Outages

7.1. Outages Allowances and Replacement Power

7.1.1. After Operations Effective Date, Power Supplier shall be allowed, on an annual basis, Scheduled Outages not exceeding 22.5 Full Load Equivalent Outage Days ("Full Load Equivalent Scheduled Outage Allowance Days") and Forced Outages not exceeding 22.5 Full Load Equivalent Outage Days ("Full Load Equivalent Forced Outage Allowance Days"). For clarity, Power Supplier shall be entitled to Full Load Equivalent Scheduled Outage Allowance Days and Full Load Equivalent Forced Outage Allowance Days, as pro-rated to the number of days of the Term, computed in accordance with Appendix D.

7.1.2. During Scheduled Outages within the Full Load Equivalent Scheduled Outage Allowance Days and Forced Outages within the Full Load Equivalent Forced Outage Allowance Days, Meralco shall procure Replacement Power from the WESM and Power Supplier shall not bill Meralco for these quantities. For clarity, the cost of Replacement Power shall

form part of the price that Meralco will charge to its customers.

7.1.3. During Scheduled Outages that exceed the Full Load Equivalent Scheduled Outage Allowance Days and Forced Outages that exceed the Full Load Equivalent Forced Outage Allowance Days, Power Supplier shall purchase Replacement Power, which shall be declared as BCQ and paid by Meralco at Contract Price.

7.1.4. During any period in which an Event of Force Majeure affects Power Supplier or Meralco, Meralco shall procure replacement energy from the WESM to the extent supply or offtake is so affected. For clarity, the cost of such replacement energy shall form part of the price that Meralco will charge to its customers.

7.1.5. The supply by Power Supplier of quantities of Replacement Power under this Section 7.1 shall be deemed fulfilment of Power Supplier's obligation to make available the Contract Capacity and to deliver the Associated Energy during such period.

XXX

7.5. Fine for Failure to Provide Replacement Power

7.5.1. Except during an Event of Force Majeure or during a Scheduled Outage or Forced Outage that is within the Full Load Equivalent Scheduled Outage Allowance Days or Full Load Equivalent Forced Outage Allowance Days, in case Power Supplier fails to provide Replacement Power from any other source or WESM due to inadequate supply, Power Supplier shall pay a fine equivalent to Nine Hundred Eight Philippine Peso (PhP908) multiplied by each affected MWh nomination by Meralco, which shall be used to reduce the generation charge to the consumers. For the avoidance of doubt, in case Power Supplier fails or refuses to supply Replacement Power despite availability thereof, then Section 13.3.1 shall apply.

XXX

10. Charges due to Change in Circumstances

10.1 In the event that, as a result of Change in Circumstances and pursuant to a corresponding order of the ERC or any relevant Government Instrumentality:

- (a) Meralco is prevented from making a timely pass through to its customers of any charges under this Agreement as approved by the ERC in the ERC Final Approval as accepted by Power Supplier (such amounts referred to hereinafter as "Disallowed Pass-Through Amounts"); or,
- (b) any portion of the Contract Price that has been paid to Power Supplier is required to be refunded to Meralco or Meralco's customers in connection with the ERC Application or any petition, claim, case, proceeding, or other action involving any of the Parties brought before any judicial, administrative, or quasi-judicial body (such portion of the Contract Price referred to hereinafter as "Refundable Amounts"),

the Parties shall enter into good faith negotiations to agree on a satisfactory solution regarding the amendment of this Agreement to restore Meralco's commercial position prior to such Change in Circumstances, including an adjustment of the Contract Price; provided that in the case of Section 10.1.(b), Power Supplier shall refund all Refundable Amounts to Meralco or Meralco's customers in the manner and within the period as required by the ERC or any other relevant Governmental Instrumentality (as applicable). In *(sic)* the Parties fail to reach a mutually satisfactory resolution within sixty (60) Days from the commencement of negotiations, the provision of Section 13.5.4. will apply.

xxx

11.2. ERC Approval

11.2.1. Upon receipt of the ERC Final Approval, Meralco shall provide a copy of such ERC Final Approval to Power Supplier. Power Supplier shall have ten (10) Days from its receipt from ERC or from Meralco of such ERC Final Approval, whichever is earlier, to notify Meralco in writing that: (i) it accepts such ERC Final Approval or (ii) it does not accept the ERC Final Approval, stating the grounds for non-acceptance; provided, that if the ERC Final Approval does not contain any adjustment or modification, the ERC Final Approval shall be (i) deemed accepted by Power Supplier and (ii) implemented by the Parties immediately. For clarity, ERC Final Approval may be

promulgated subsequent to the Operations Effective Date.

11.2.2. In case of Power Supplier's non-acceptance, Power Supplier shall be free to file a motion for reconsideration with the ERC. In case Power Supplier decides to file a motion for reconsideration, and pending resolution thereof by the ERC, the Parties shall implement the ERC Final Approval subject to any adjustment or amendment that the ERC may direct. Any order on a motion for reconsideration shall be treated as an ERC Final Approval for purposes of the processes under this Section 11.2. If the ERC Final Approval requires any amendment to or modification of any provision of this Agreement that is not acceptable to either Party, acting reasonably, then the Parties shall cooperate in good faith to resolve the required amendment, including seeking a reconsideration by the ERC. If the Parties are unable to agree on the required amendment within thirty (30) Days from receipt of the ERC Final Approval resolving the motion for reconsideration, or if the motion for reconsideration is not resolved by the ERC within one hundred twenty (120) days after its filing, or the amendment is disapproved by the ERC, or approved by the ERC but still contains any material term or condition that is not acceptable to either Party, acting reasonably, then either Party may terminate this Agreement. For clarity, if, following the ERC Final Approval, Power Supplier does not file a motion for reconsideration with the ERC and/or notifies Meralco that it intends to terminate this Agreement, the ERC Final Approval shall be deemed accepted by Power Supplier and this Agreement shall continue to be implemented in accordance with the ERC Final Approval.

11.2.3. If the ERC Final Approval requires any portion of the sum that has been paid by Meralco to Power Supplier to be adjusted, Power Supplier shall make the necessary adjustments in accordance with the direction of the ERC. In the event of any disallowance in the Contract Price, the same shall be for the account of Power Supplier.

xxx

Appendix D

Calculation of Payment

xxx

B. MONTHLY POWER BILL UPON
OPERATIONS EFFECTIVE DATE

The Monthly Power Bill or MPB means the payment to be made by Meralco in each Billing Period.

$$MPB = (MEOT_M + RP) * CP + BHCC$$

where:

MEOT_M = Minimum Energy Offtake for the relevant Billing Period, generated by the Plant, in kWh, calculated as follows:

$$MEOT_M = CC * 1000 * 24 * (BPD - SOT_M - FOT_M - FMT_M)$$

where:

CC = Contract Capacity, in MW, as indicated in this Appendix D

BPD = Billing Period Days, the number of Days in a Billing Period

SOT_M = Full Load Equivalent Scheduled Outage Days for the Billing Period as calculated based on Schedule 4 of this Appendix D

FOT_M = Full Load Equivalent Forced Outage Days for the Billing Period as calculated based on Schedule 4 of this Appendix D

FMT_M = Full Load Equivalent Forced Outage Days due to Force Majeure for the Billing Period as calculated based on Schedule 4 of this Appendix D

RP = Replacement Power

CP = Contract Price as indicated in Schedule 1 of this Appendix D

BHCC = payment for Benefits to Host Communities Charges pursuant to Section 9.2 of this Agreement.

SCHEDULE 1

TABLE 1. BASE RATES

Base Rates		Unit	Agreed Values
Contract Capacity	CC	MW	300
Contract Price (Exclusive of VAT and BHCC)	CP	PhP/kWh	5.9600
Base Full Load Equivalent Scheduled Outage Allowance Days*	BSOA	Days	22.50
Base Full Load Equivalent Forced Outage Allowance Days*	BFOA	Days	22.50

*The above BSOA and BFOA are annual values and shall be pro-rated for the purposes of the Term ”

IV. GENERATION RATE IMPACT

13. Based on the foregoing, and given a certain set of assumptions, the effective rate under the MERALCO-GNPD PSA is PhP 5.96 per kWh (at plant gate, VAT exclusive), as shown in the RATE IMPACT ANALYSIS below:

Rate Impact of GN Power Dinginin Ltd. Co. (GNPD) EPSA at 100.00 % pcf

BILLING COMPONENT	UNIT	BASE RATES	BILLING DETERMINANT ^(c)		AMOUNT (PHP)
A.) Contract Price ^(a)	(Php/kWh)	5.9500	302,400,000	(kWh)	1,799,280,000.00
B.) Benefits to Host Communities Charges ^(b)	(Php/kWh)	0.0100	302,400,000	(kWh)	3,024,000.00
Total Payment (VAT Exclusive)					1,802,304,000.00
Plant Gate Rate (VAT Exclusive)	(Php/kWh)				5.9600
WESM Line Rental Rate ^(d)	(Php/kWh)				0.4462
Delivered Rate (VAT Exclusive)	(Php/kWh)				6.4062
Effective Cost if sourced from WESM ^(e)	(Php/kWh)				9.2308
Increase / (Decrease) over WESM	(Php/kWh)				(2.8246)
Meralco Captive Energy Demand ^(f)	(kWh)				3,766,275,947
Increase / (Decrease) in Generation Charge	(Php)				(854,159,040)
Increase / (Decrease) in Generation Charge	(Php/kWh)				(0.2268)

Assumptions:

- ^(a) Contract Price (VAT exclusive) as indicated in Schedule 1 of Appendix D of the EPSA.
- ^(b) Rate based on ER 1-94 or the Benefits to Host Communities Program.
- ^(c) Energy billing determinant for the duration of the EPSA (42 days) based on 100.00% pcf with respect to the Contract Capacity.
- ^(d) Line Rental is a pass-through cost. Assumed line rental rate is based on 2022 year-to-date average of a representative plant located at Bataan.
- ^(e) Cost if equivalent volume was sourced from WESM.
- ^(f) Forecasted Meralco Captive Energy for Dec 15, 2022 to Jan 25, 2023 based on the latest Power Supply Procurement Plan as submitted to DOE.

14. The Applicants note that the delivered rate of PhP 6.4062 per kWh (VAT exclusive and line rental inclusive) is lower by about PhP 2.8246 per kWh than the effective cost of PhP 9.2308 per kWh, if the equivalent capacity under the MERALCO-GNPD PSA is to be sourced from the WESM. In fact, by sourcing the capacity through the MERALCO-GNPD PSA, MERALCO’s average blended generation rate will be reduced by about PhP 0.2268 per kWh (as seen in the RATE IMPACT ANALYSIS above) resulting in savings to consumers of about PhP 854 million.

V. COMPLIANCE WITH DOCUMENTARY REQUIREMENTS

15. In support of this Joint Application with Motion for Confidential Treatment of Information, the Judicial Affidavit of ENGR. DAVIDJOHN A. ZUÑIGA, Officer of MERALCO’s Energy Resource Planning - Energy Sourcing Office is attached as ANNEX “E” and made an integral part hereof.
16. Likewise, in support of the instant Joint Application, the Applicants provide the following documents, which underwent the pre-filing conference and pre-filing marking of annexes with the Honorable Commission:

Description of Document	Annex
A. Applicants' Authority	
MERALCO's Secretary's Certificate	"A"
GNPD's Secretary Certificates	"B" and "B-1"
B. MERALCO's Documents	
MERALCO Letter-Request for COE-CSP dated 2 September 2022	"C"
DOE COE-CSP dated 29 November 2022	"C-1"
MERALCO-GNPD EPSA	"D"
Judicial Affidavit of Engr. Davidjohn A. Zuñiga	"E"
MERALCO's Articles of Incorporation and By-Laws	"F"
MERALCO's Latest General Information Sheet ("GIS")	"G"
Verified Certification of True Copies of MERALCO's Articles of Incorporation, By-Laws, and	
GIS and of MERALCO's Ultimate Parent Company, all of its subsidiaries and affiliates	"G-1"
MERALCO's Demand Side Management Program	"H"
Write-up on the non-applicability of National Power Corporation Certification regarding whether or not Transition Supply Contract capacity and energy is expected to be available during the contractual period	"I"
Excerpt of MERALCO's Distribution Development Plan – Power Supply Procurement Plan (Supply and Demand Scenario);	"J"
<ul style="list-style-type: none"> Average Daily Load Curve scenarios Details of Existing Suppliers Details of Power Supply Contract Utilization Details of SAIDI and SAIFI Estimation of the potential for a reduction in load supplied by MERALCO due to RCOA Write-up of no inconsistencies/differences from documents presented 	"J-1" "J-2" "J-3" "J-4" "J-5" "J-6"
C. GNPD's Documents	
SEC Certificate of Registration including the Articles of Partnership of GNPD	"K"
Verified Certification of the list of Board Directors and members of the Ultimate Parent Company, subsidiaries and all affiliates or Information Sheet of GNPD	"L"
Write up on the non-applicability of the following requirements to GNPD: <ul style="list-style-type: none"> Shareholders' Agreement Renewable Energy Service/Operating Contract and Certificate of Registration or Certification of Commerciality by an RE Developer and After Due Confirmation by the DOE Distribution Wheeling Service Agreement Water Permit from the National Water Resources Board Copy of Related Agreements (i.e., Transmission Wheeling Contract, IPPA Agreement, EPC Contract, O&M Contract, Wholesale Aggregator Agreement, Project Feasibility Study, etc.). 	"M and Series"
The Partnership Structure showing the Ultimate Parent Company, Subsidiaries, and all Affiliates of GNPD	"N"

Description of Document	Annex
The Plant’s Environmental Compliance Certificate issued by the Department of Environment and Natural Resources	“O”
Certificate of Compliance of GNPDP	“P”
Executive Summary of the EPSA	“Q”
Verified certification that the GNPDP Plant is ready to deliver power to address the emergency and that the rates being charged are no more than the latest rate approved by the ERC for the same or relevant technology in the area.	“R”
Transmission Service Agreement, or application for dedicated Point to Point Limited Transmission Facility to ERC, e.g., ERC Case No. of Point to Point, Decision of Commission of the point-to-point application.	“S”
Single-line Diagram Connection	“T”
Sources of Funds/Financial Plans (Confidential)* Generation Rate and Derivation (Confidential)* Financial model in soft copy containing derivation of rates (Confidential)* Cash Flow (Confidential)*	“U and Series” *
Certification on Financing Arrangement (Confidential)*	“V” *
Explanation on the Fuel Procurement Process of GNPDP (Confidential)*	“W” *
Technical and Economic Characteristics of the GNPDP Plant	“X”
Latest Audited Financial Statements of GNPDP	“Y”
Certification regarding the net heat rate of GNPDP (Confidential)*	“Z” *
WESM Registration Certificate of GNPDP	“AA”
Certification from the Department of Energy (DOE) regarding Philippine Development Plan (PDP) or Certificate of Endorsement (COE).	“BB”
Board of Investment (BOI) Certificate of Registration with attached Terms and Conditions.	“CC”

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

ALLEGATIONS IN SUPPORT OF THE MOTION
FOR CONFIDENTIAL TREATMENT OF INFORMATION

17. GNPDP respectfully highlights that its own documentary evidence, Annexes “U” and series,” “V”, “W” and “Z” contain numbers, methodology, and calculations such as debt or equity ratio, capital costs, weighted average cost of capital, and fuel cost that provide valuable information and insight on how GNPDP arrives at its power generation rate and/or on GNPDP’s trading in the WESM.
18. GNPDP therefore submit respectfully submits (*sic*) that Annexes “U” and series,” “V”, “W” and “Z” falls within the bounds of proprietary “trade secrets”, which are entitled to protection under the Constitution, statutes, and rules and regulations of this Honorable Commission.
19. Under Rule 4 of the Revised ERC Rules of Practice and Procedure (the “Revised ERC Rules”), 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, GNPD respectfully prays for the issuance of a protective order declaring Annexes "U" and series, "V", "W" and "Z" as confidential information, since GNPD intends to present them as evidence in the instant Application.

20. The data contained in Annexes "U" and series, "V", "W" and "Z" constitute "trade secrets" of GNPD; thus, GNPD has actual and valuable proprietary interest to protect with respect to such information. If the information contained in these documents are unduly disclosed, it will seriously prejudice the competitiveness of GNPD.
21. The Supreme Court, in the case of *Air Philippines Corporation vs. Pennswell, Inc.* (540 SCRA 215 [2007]), had the opportunity to discuss the definition of "trade secrets" and the great extent to which the same are protected under our laws. In other instances, the Supreme Court has held that the confidential nature of trade secrets protects such from disclosure even in the face of the right of inspection given to stockholders or the constitutional right to information. (*Philpotts vs. Philippine Manufacturing Company*, 40 Phil. 471 [1919]; *Garcia vs. Board of Investments*, G.R. 88637 [1989]).
22. In the *Decision* in ERC Case No. 2015-111 RC dated 30 May 2017 entitled *In the Matter of the Application for Approval of the Power Supply Agreement Between Nueva Ecija II Electric Cooperative, Inc.-Area 2 (NEECO II – Area 2) and PNOC Renewables Corporation (PNOC RC)*, the Honorable Commission categorically stated that formulas and pricing structures of a generation company must be treated as confidential and may not be publicly disclosed, to wit:

In the case of PNOC RC, the documents sought to be protected from disclosure contains formula and pricing structures used in arriving at their proposed tariff. In fact, all three (3) documents were used by the Commission in evaluating the reasonableness of the proposed rate. **In the electric power industry w(h)ere prices is[sic] a major consideration in selecting one's supplier, it is apparent that the assumptions used in arriving at one's proposed tariff is considered a competitive leverage by one player against its competitors.**

Thus, the Commission resolves to treat the said documents confidential and may not be publicly disclosed. [Emphasis supplied.]

23. Thus, the Honorable Commission has recognized the importance of maintaining pricing structures as confidential in order to ensure the competitiveness of the

generation sector. Information, which falls within the definition of a trade secret as defined by jurisprudence, is clearly information that merits the confidential treatment provided for under Rule 4 of the Revised ERC Rules. Annexes "U" and series, "V", "W" and "Z" should therefore be entitled to the protection of confidential information provided under Rule 4 of the Revised ERC Rules.

24. Accordingly, one (1) copy of each of the foregoing confidential documents is placed 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:

- a) Issue an Order TREATING Annexes "U" and series, "V", "W" and "Z" and all other information contained therein as CONFIDENTIAL, directing their non-disclosure to persons other than officers and staff of this Honorable Commission, continuously protecting the said information from public disclosure by maintaining the same separate and apart from the records of the case, and ensuring that these are not divulged to unauthorized persons, and that the same will be returned to Applicant GNPDP, as applicable, pursuant to Rule 4 of the Revised ERC Rules; and
- b) After hearing on the merits, render a Decision APPROVING the MERALCO-GNPDP EPSA and the terms and conditions thereunder, including the price.

Other reliefs, just and equitable under the circumstances, are likewise prayed for.

Finding the said *Joint Application* to be sufficient in form and with the required fees having been paid, the Commission hereby sets the same for determination of compliance with the jurisdictional requirements, expository presentation, Pre-trial Conference, and presentation of evidence on the following dates and online platforms for the conduct thereof, pursuant to Resolution No. 09, Series of 2020⁵ and Resolution No. 01, Series of 2021⁶ (ERC Revised Rules of Practice and Procedure):

⁵ A Resolution Adopting the Guidelines Governing Electronic Applications, Filings and Virtual Hearings Before the Energy Regulatory Commission.

⁶ A Resolution Adopting the Revised Rules of Practice and Procedure of the Energy Regulatory Commission.

Date	Platform	Activity
09 June 2023 (Friday) at two o'clock in the afternoon (2:00 P.M)	Microsoft Teams or Zoom Applications	Determination of compliance with jurisdictional requirements and Expository Presentation
16 June 2023 (Friday) at two o'clock in the afternoon (2:00 P.M)	Microsoft Teams or Zoom Applications	Pre-trial Conference and Presentation of Evidence

RELATIVE THERETO, MERALCO and GNPD are hereby directed to:

- 1) Cause the publication of the attached *Notice of Virtual 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 Virtual 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 the consumers within MERALCO's franchise area, by any other means available and appropriate, of the filing of the *Joint Application*, its reasons therefor, and of the scheduled virtual hearings thereon;
- 4) Furnish with copies of this *Order* and the attached *Notice of Virtual 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 and attend the scheduled hearings; and
- 5) Furnish with copies of the *Joint Application* and its attachments, except those subject of a motion for

confidential treatment of information, all those making requests therefor, subject to reimbursement of reasonable photocopying costs.

Within five (5) calendar days before the date of the hearings, MERALCO and GNPD must submit to the Commission via electronic mail (e-mail) at docket@erc.ph, and copy furnish the Legal Service through legal@erc.ph, the scanned copies of their written compliance with the aforementioned jurisdictional requirements, attaching the following methodically arranged and duly marked documents:

- 1) The evidence of publication of the attached *Notice of Virtual Hearing* consisting of affidavits of the Editor or Business Manager of the newspapers where the said *Notice of Virtual 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 Virtual 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 other means employed by MERALCO and GNPD to inform the consumers within MERALCO's franchise area of the filing of the *Joint Application*, their reasons therefor, and of the scheduled hearings thereon;
- 4) The evidence of receipt of copies of this *Order* and the attached *Notice of Virtual Hearing* by the OSG, the 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, except those subject of a motion for confidential treatment of information, if any, by all those making requests therefor; and
- 6) Such other proofs of compliance with the requirements of the Commission.

Moreover, MERALCO and GNPD are hereby required to post on their bulletin boards, the scanned copies of the foregoing jurisdictional requirements, together with the newspaper publications and

certifications issued by the concerned Offices of the Governors, Mayors and Local Legislative Bodies, and to submit proof of posting thereof.

Joint Applicants MERALCO and GNPD, and all interested parties are also required to submit via e-mail at docket@erc.ph, and copy furnish the Legal Service through legal@erc.ph, **at least five (5) calendar days** before the date of the scheduled virtual 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 therefor, which should also be attached to the Pre-trial Brief; and
- 4) The number and names of the witnesses, with their written testimonies in a Judicial Affidavit form attached to the Pre-trial Brief.

Joint Applicants MERALCO and GNPD must ensure that all the documents or exhibits proposed to be presented have already been duly submitted to the Commission **at least five (5) calendar days** before the date of the scheduled initial virtual hearing and Pre-trial Conference, pursuant to the preceding paragraph.

Failure of MERALCO and GNPD to comply with the above requirements 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.

Joint Applicants MERALCO and GNPD 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, the nature of the *Joint Application*. Relevant information and pertinent details substantiating the reasons and justifications for the *Joint Application* must be cited in support thereof.

MERALCO and GNPD are hereby directed to file a copy of their Expository Presentation via e-mail at docket@erc.ph, and copy furnish the Legal Service through legal@erc.ph, **at least five (5) calendar days** prior to the scheduled virtual hearing. MERALCO and GNPD shall also be required, upon the request of any stakeholder, to provide an advance copy of their expository presentation, **at least five (5) calendar days** prior to the scheduled virtual hearing.

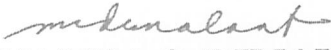
Joint Applicants MERALCO and GNPD are further directed to submit, either through personal service, registered mail or ordinary mail/private courier, one (1) set of the original or certified true hard copies of their Jurisdictional Compliance, Expository Presentation, Pre-trial Brief, and Judicial Affidavits of witnesses, **within five (5) working days** from the date that the same were electronically submitted, as reflected in the acknowledgment receipt e-mail sent by the Commission.

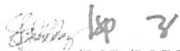
Finally, MERALCO and GNPD, including their authorized representatives and witnesses, are hereby directed to provide the Commission, thru legal.virtualhearings@erc.ph, their respective e-mail addresses upon receipt of this *Order*. The Commission will send the access link/s to the aforementioned hearing platform within five (5) working days prior to the scheduled hearing.

SO ORDERED.

Pasig City, 27 April 2023.

FOR AND BY AUTHORITY
OF THE COMMISSION:


MONALISA C. DIMALANTA
Chairperson and CEO 


LS: VMA/LSP/MCCG



ERC CASE NO. 2023-028 RC
ORDER/ 27 APRIL 2023
PAGE 19 OF 29

Copy Furnished:

1. Manila Electric Company (MERALCO)
Applicant
MERALCO Compound, Lopez Building,
Ortigas Avenue, Pasig City
regulatory.legal.admin@meralco.com.ph
regaffairs@meralco.com.ph
2. Attys. Francis Dino S. Antonio, Raymond B. Yap,
Isagani C. Coruna II, and Edgar Michael C. Robles
Counsel for Applicant MERALCO
7th Floor, Lopez Building,
Ortigas Avenue, Pasig City
fdsantonio@meralco.com.ph; rbyap@meralco.com.ph;
iccorunaii@meralco.com.ph; emicrobles@meralco.com.ph
3. GNPowr Dinginin Ltd. Co. (GNPD)
Applicant
GNPower Energy Complex, Sitio Dinginin,
Brgy. Alasasin, Mariveles, Bataan 2105
4. Gatmaytan Yap Patacsil Gutierrez & Protacio
Attys. Sophia P. Inoturan, Cecille Diane D.J. Mangaser,
Francis Gerard J. Bautista
Counsel for Applicant GNPD
30/F 88 Corporate Center,
Sedeno corner Valero Streets
Salcedo Village, Makati City, 1227
sophie.inoturan@cagatlaw.com;
cecille.mangaser@cagatlaw.com;
francis.bautista@cagatlaw.com
5. Office of the Solicitor General (OSG)
134 Amorsolo Street, Legaspi Village, Makati City
docket@osg.gov.ph
6. Commission on Audit (COA)
Commonwealth Avenue, Quezon City
citizensdesk@coa.gov.ph
7. Senate Committee on Energy
GSIS Building, Roxas Boulevard, Pasay City
senateenergycommittee@gmail.com
8. House Committee on Energy
Batasan Hills, Quezon City
committee.energy@house.gov.ph
9. Office of the City Mayor
City of Caloocan
10. Office of the Local Government Unit (LGU) Legislative Body
City of Caloocan
11. Office of the City Mayor
City of Las Pinas
12. Office of the Local Government Unit (LGU) Legislative Body
City of Las Pinas
13. Office of the City Mayor
City of Makati
14. Office of the Local Government Unit (LGU) Legislative Body
City of Makati
15. Office of the City Mayor
City of Malabon
16. Office of the Local Government Unit (LGU) Legislative Body
City of Malabon
17. Office of the City Mayor
City of Mandaluyong

ERC CASE NO. 2023-028 RC
ORDER/ 27 APRIL 2023
PAGE 20 OF 29

18. Office of the Local Government Unit (LGU) Legislative Body
City of Mandaluyong
19. Office of the City Mayor
City of Manila
20. Office of the Local Government Unit (LGU) Legislative Body
City of Manila
21. Office of the City Mayor
City of Marikina
22. Office of the Local Government Unit (LGU) Legislative Body
City of Marikina
23. Office of the City Mayor
City of Muntinlupa
24. Office of the Local Government Unit (LGU) Legislative Body
City of Muntinlupa
25. Office of the City Mayor
City of Navotas
26. Office of the Local Government Unit (LGU) Legislative Body
City of Navotas
27. Office of the City Mayor
City of Paranaque
28. Office of the Local Government Unit (LGU) Legislative Body
City of Paranaque
29. Office of the City Mayor
City of Pasay
30. Office of the Local Government Unit (LGU) Legislative Body
City of Pasay
31. Office of the City Mayor
City of Pasig
32. Office of the Local Government Unit (LGU) Legislative Body
City of Pasig
33. Office of the Municipal Mayor
Municipality of Pateros
34. Office of the Local Government Unit (LGU) Legislative Body
Municipality of Pateros
35. Office of the City Mayor
City of Quezon
36. Office of the Local Government Unit (LGU) Legislative Body
City of Quezon
37. Office of the City Mayor
City of San Juan
38. Office of the Local Government Unit (LGU) Legislative Body
City of San Juan
39. Office of the City Mayor
City of Taguig
40. Office of the Local Government Unit (LGU) Legislative Body
City of Taguig
41. Office of the City Mayor
City of Valenzuela
42. Office of the Local Government Unit (LGU) Legislative Body
City of Valenzuela
43. Office of the Mayor

Angat, Bulacan

- 44. Office of the Local Government Unit (LGU) Legislative Body
Angat, Bulacan
- 45. Office of the Mayor
Balagtas, Bulacan
- 46. Office of the Local Government Unit (LGU) Legislative Body
Balagtas, Bulacan
- 47. Office of the Mayor
Baliwag, Bulacan
- 48. Office of the Local Government Unit (LGU) Legislative Body
Baliwag, Bulacan
- 49. Office of the Mayor
Bocaue, Bulacan
- 50. Office of the Local Government Unit (LGU) Legislative Body
Bocaue, Bulacan
- 51. Office of the Mayor
Bulacan, Bulacan
- 52. Office of the Local Government Unit (LGU) Legislative Body
Bulacan, Bulacan
- 53. Office of the Mayor
Bustos, Bulacan
- 54. Office of the Local Government Unit (LGU) Legislative Body
Bustos, Bulacan
- 55. Office of the Mayor
Calumpit, Bulacan
- 56. Office of the Local Government Unit (LGU) Legislative Body
Calumpit, Bulacan
- 57. Office of the Mayor
Dona Remedios Trinidad, Bulacan
- 58. Office of the Local Government Unit (LGU) Legislative Body
Dona Remedios Trinidad, Bulacan
- 59. Office of the Mayor
Guiguinto, Bulacan
- 60. Office of the Local Government Unit (LGU) Legislative Body
Guiguinto, Bulacan
- 61. Office of the Mayor
Hagonoy, Bulacan
- 62. Office of the Local Government Unit (LGU) Legislative Body
Hagonoy, Bulacan
- 63. Office of the City Mayor
Malolos, Bulacan
- 64. Office of the Local Government Unit (LGU) Legislative Body
Malolos, Bulacan
- 65. Office of the Mayor
Marilao, Bulacan
- 66. Office of the Local Government Unit (LGU) Legislative Body
Marilao, Bulacan
- 67. Office of the City Mayor
Meycauayan, Bulacan
- 68. Office of the Local Government Unit (LGU) Legislative Body
Meycauayan, Bulacan

ERC CASE NO. 2023-028 RC
ORDER/ 27 APRIL 2023
PAGE 22 OF 29

69. Office of the Mayor
Norzagaray, Bulacan
70. Office of the Local Government Unit (LGU) Legislative Body
Norzagaray, Bulacan
71. Office of the Mayor
Obando, Bulacan
72. Office of the Local Government Unit (LGU) Legislative Body
Obando, Bulacan
73. Office of the Mayor
Pandi, Bulacan
74. Office of the Local Government Unit (LGU) Legislative Body
Pandi, Bulacan
75. Office of the Mayor
Paombong, Bulacan
76. Office of the Local Government Unit (LGU) Legislative Body
Paombong, Bulacan
77. Office of the Mayor
Plaridel, Bulacan
78. Office of the Local Government Unit (LGU) Legislative Body
Plaridel, Bulacan
79. Office of the Mayor
Pulilan, Bulacan
80. Office of the Local Government Unit (LGU) Legislative Body
Pulilan, Bulacan
81. Office of the Mayor
San Ildefonso, Bulacan
82. Office of the Local Government Unit (LGU) Legislative Body
San Ildefonso, Bulacan
83. Office of the City Mayor
San Jose del Monte, Bulacan
84. Office of the Local Government Unit (LGU) Legislative Body
San Jose del Monte, Bulacan
85. Office of the Mayor
San Miguel, Bulacan
86. Office of the Local Government Unit (LGU) Legislative Body
San Miguel, Bulacan
87. Office of the Mayor
San Rafael, Bulacan
88. Office of the Local Government Unit (LGU) Legislative Body
San Rafael, Bulacan
89. Office of the Mayor
Sta. Maria, Bulacan
90. Office of the Local Government Unit (LGU) Legislative Body
Sta. Maria, Bulacan
91. Office of the Mayor
Alfonso, Cavite
92. Office of the Local Government Unit (LGU) Legislative Body
Alfonso, Cavite
93. Office of the Mayor
Amadeo, Cavite

ERC CASE NO. 2023-028 RC
ORDER/ 27 APRIL 2023
PAGE 23 OF 29

94. Office of the Local Government Unit (LGU) Legislative Body
Amadeo, Cavite
95. Office of the Mayor
Bacoar, Cavite
96. Office of the Local Government Unit (LGU) Legislative Body
Bacoar, Cavite
97. Office of the Mayor
Carmona, Cavite
98. Office of the Local Government Unit (LGU) Legislative Body
Carmona, Cavite
99. Office of the Mayor
Cavite, Cavite
100. Office of the Local Government Unit (LGU) Legislative Body
Cavite, Cavite
101. Office of the Mayor
Dasmarinas, Cavite
102. Office of the Local Government Unit (LGU) Legislative Body
Dasmarinas, Cavite
103. Office of the Mayor
General Emilio Aguinaldo, Cavite
104. Office of the Local Government Unit (LGU) Legislative Body
General Emilio Aguinaldo, Cavite
105. Office of the Mayor
General Mariano Alvarez, Cavite
106. Office of the Local Government Unit (LGU) Legislative Body
General Mariano Alvarez, Cavite
107. Office of the Mayor
General Trias, Cavite
108. Office of the Local Government Unit (LGU) Legislative Body
General Trias, Cavite
109. Office of the Mayor
Imus, Cavite
110. Office of the Local Government Unit (LGU) Legislative Body
Imus, Cavite
111. Office of the Mayor
Indang, Cavite
112. Office of the Local Government Unit (LGU) Legislative Body
Indang, Cavite
113. Office of the Mayor
Kawit, Cavite
114. Office of the Local Government Unit (LGU) Legislative Body
Kawit, Cavite
115. Office of the Mayor
Magallanes, Cavite
116. Office of the Local Government Unit (LGU) Legislative Body
Magallanes, Cavite
117. Office of the Mayor
Maragondon, Cavite
118. Office of the Local Government Unit (LGU) Legislative Body
Maragondon, Cavite
119. Office of the Mayor

ERC CASE NO. 2023-028 RC
ORDER/ 27 APRIL 2023
PAGE 24 OF 29

Mendez, Cavite

120. Office of the Local Government Unit (LGU) Legislative Body
Mendez, Cavite
121. Office of the Mayor
Naic, Cavite
122. Office of the Local Government Unit (LGU) Legislative Body
Naic, Cavite
123. Office of the Mayor
Noveleta, Cavite
124. Office of the Local Government Unit (LGU) Legislative Body
Noveleta, Cavite
125. Office of the Mayor
Rosario, Cavite
126. Office of the Local Government Unit (LGU) Legislative Body
Rosario, Cavite
127. Office of the Mayor
Silang, Cavite
128. Office of the Local Government Unit (LGU) Legislative Body
Silang, Cavite
129. Office of the Mayor
Tagaytay, Cavite
130. Office of the Local Government Unit (LGU) Legislative Body
Tagaytay, Cavite
131. Office of the Mayor
Tanza, Cavite
132. Office of the Local Government Unit (LGU) Legislative Body
Tanza, Cavite
133. Office of the Mayor
Ternate, Cavite
134. Office of the Local Government Unit (LGU) Legislative Body
Ternate, Cavite
135. Office of the Mayor
Trece Martires, Cavite
136. Office of the Local Government Unit (LGU) Legislative Body
Trece Martires, Cavite
137. Office of the Mayor
Angono, Rizal
138. Office of the Local Government Unit (LGU) Legislative Body
Angono, Rizal
139. Office of the Mayor
Antipolo, Rizal
140. Office of the Local Government Unit (LGU) Legislative Body
Antipolo, Rizal
141. Office of the Mayor
Baras, Rizal
142. Office of the Local Government Unit (LGU) Legislative Body
Baras, Rizal
143. Office of the Mayor
Binangonan, Rizal
144. Office of the Local Government Unit (LGU) Legislative Body
Binangonan, Rizal

ERC CASE NO. 2023-028 RC
ORDER/ 27 APRIL 2023
PAGE 25 OF 29

145. Office of the Mayor
Cainta, Rizal
146. Office of the Local Government Unit (LGU) Legislative Body
Cainta, Rizal
147. Office of the Mayor
Cardona, Rizal
148. Office of the Local Government Unit (LGU) Legislative Body
Cardona, Rizal
149. Office of the Mayor
Jala-Jala, Rizal
150. Office of the Local Government Unit (LGU) Legislative Body
Jala-Jala, Rizal
151. Office of the Mayor
Morong, Rizal
152. Office of the Local Government Unit (LGU) Legislative Body
Morong, Rizal
153. Office of the Mayor
Pililla, Rizal
154. Office of the Local Government Unit (LGU) Legislative Body
Pililla, Rizal
155. Office of the Mayor
Rodriguez, Rizal
156. Office of the Local Government Unit (LGU) Legislative Body
Rodriguez, Rizal
157. Office of the Mayor
San Mateo, Rizal
158. Office of the Local Government Unit (LGU) Legislative Body
San Mateo, Rizal
159. Office of the Mayor
Tanay, Rizal
160. Office of the Local Government Unit (LGU) Legislative Body
Tanay, Rizal
161. Office of the Mayor
Taytay, Rizal
162. Office of the Local Government Unit (LGU) Legislative Body
Taytay, Rizal
163. Office of the Mayor
Teresa, Rizal
164. Office of the Local Government Unit (LGU) Legislative Body
Teresa, Rizal
165. Office of the Mayor
Batangas, Batangas
166. Office of the Local Government Unit (LGU) Legislative Body
Batangas, Batangas
167. Office of the Mayor
San Pascual, Batangas
168. Office of the Local Government Unit (LGU) Legislative Body
San Pascual, Batangas
169. Office of the Mayor
Sto. Tomas, Batangas

ERC CASE NO. 2023-028 RC
ORDER/ 27 APRIL 2023
PAGE 26 OF 29

170. Office of the Local Government Unit (LGU) Legislative Body
Sto. Tomas, Batangas
171. Office of the Mayor
Alaminos, Laguna
172. Office of the Local Government Unit (LGU) Legislative Body
Alaminos, Laguna
173. Office of the Mayor
Bay, Laguna
174. Office of the Local Government Unit (LGU) Legislative Body
Bay, Laguna
175. Office of the Mayor
Binan, Laguna
176. Office of the Local Government Unit (LGU) Legislative Body
Binan, Laguna
177. Office of the Mayor
Cabuyao, Laguna
178. Office of the Local Government Unit (LGU) Legislative Body
Cabuyao, Laguna
179. Office of the Mayor
Calamba, Laguna
180. Office of the Local Government Unit (LGU) Legislative Body
Calamba, Laguna
181. Office of the Mayor
Calauan, Laguna
182. Office of the Local Government Unit (LGU) Legislative Body
Calauan, Laguna
183. Office of the Mayor
Liliw, Laguna
184. Office of the Local Government Unit (LGU) Legislative Body
Liliw, Laguna
185. Office of the Mayor
Los Banos, Laguna
186. Office of the Local Government Unit (LGU) Legislative Body
Los Banos, Laguna
187. Office of the Mayor
Luisiana, Laguna
188. Office of the Local Government Unit (LGU) Legislative Body
Luisiana, Laguna
189. Office of the Mayor
Magdalena, Laguna
190. Office of the Local Government Unit (LGU) Legislative Body
Magdalena, Laguna
191. Office of the Mayor
Majayjay, Laguna
192. Office of the Local Government Unit (LGU) Legislative Body
Majayjay, Laguna
193. Office of the Mayor
Nagcarlan, Laguna
194. Office of the Local Government Unit (LGU) Legislative Body
Nagcarlan, Laguna

ERC CASE NO. 2023-028 RC
ORDER/ 27 APRIL 2023
PAGE 27 OF 29

195. Office of the Mayor
Pila, Laguna
196. Office of the Local Government Unit (LGU) Legislative Body
Pila, Laguna
197. Office of the Mayor
Rizal, Laguna
198. Office of the Local Government Unit (LGU) Legislative Body
Rizal, Laguna
199. Office of the Mayor
San Pablo, Laguna
200. Office of the Local Government Unit (LGU) Legislative Body
San Pablo, Laguna
201. Office of the Mayor
San Pedro, Laguna
202. Office of the Local Government Unit (LGU) Legislative Body
San Pedro, Laguna
203. Office of the Mayor
Sta. Cruz, Laguna
204. Office of the Local Government Unit (LGU) Legislative Body
Sta. Cruz, Laguna
205. Office of the Mayor
Sta. Rosa, Laguna
206. Office of the Local Government Unit (LGU) Legislative Body
Sta. Rosa, Laguna
207. Office of the Mayor
Victoria, Laguna
208. Office of the Local Government Unit (LGU) Legislative Body
Victoria, Laguna
209. Office of the Mayor
Candelaria, Quezon
210. Office of the Local Government Unit (LGU) Legislative Body
Candelaria, Quezon
211. Office of the Mayor
Dolores, Quezon
212. Office of the Local Government Unit (LGU) Legislative Body
Dolores, Quezon
213. Office of the Mayor
Lucban, Quezon
214. Office of the Local Government Unit (LGU) Legislative Body
Lucban, Quezon
215. Office of the Mayor
Lucena, Quezon
216. Office of the Local Government Unit (LGU) Legislative Body
Lucena, Quezon
217. Office of the Mayor
Mauban, Quezon
218. Office of the Local Government Unit (LGU) Legislative Body
Mauban, Quezon
219. Office of the Mayor
Pagbilao, Quezon
220. Office of the Local Government Unit (LGU) Legislative Body

ERC CASE NO. 2023-028 RC
ORDER/ 27 APRIL 2023
PAGE 28 OF 29

Pagbilao Quezon

221. Office of the Mayor
Sampaloc, Quezon
222. Office of the Local Government Unit (LGU) Legislative Body
Sampaloc, Quezon
223. Office of the Mayor
San Antonio, Quezon
224. Office of the Local Government Unit (LGU) Legislative Body
San Antonio, Quezon
225. Office of the Mayor
Sariaya, Quezon
226. Office of the Local Government Unit (LGU) Legislative Body
Sariaya, Quezon
227. Office of the Mayor
Tayabas, Quezon
228. Office of the Local Government Unit (LGU) Legislative Body
Tayabas, Quezon
229. Office of the Mayor
Tiaong, Quezon
230. Office of the Local Government Unit (LGU) Legislative Body
Tiaong, Quezon
231. Office of the Mayor
Apalit, Pampanga
232. Office of the Local Government Unit (LGU) Legislative Body
Apalit, Pampanga
233. Office of the Mayor
Candaba, Pampanga
234. Office of the Local Government Unit (LGU) Legislative Body
Candaba, Pampanga
235. Office of the Mayor
San Simon, Pampanga
236. Office of the Local Government Unit (LGU) Legislative Body
San Simon, Pampanga
237. Office of the Governor
Province of Bulacan
238. Office of the Local Government Unit (LGU) Legislative Body
Province of Bulacan
239. Office of the Governor
Province of Cavite
240. Office of the Local Government Unit (LGU) Legislative Body
Province of Cavite
241. Office of the Governor
Province of Rizal
242. Office of the Local Government Unit (LGU) Legislative Body
Province of Rizal
243. Office of the Governor
Province of Batangas
244. Office of the Local Government Unit (LGU) Legislative Body
Province of Batangas
245. Office of the Governor

ERC CASE NO. 2023-028 RC
ORDER/ 27 APRIL 2023
PAGE 29 OF 29

Province of Laguna

- 246. Office of the Local Government Unit (LGU) Legislative Body
Province of Laguna
- 247. Office of the Governor
Province of Quezon
- 248. Office of the Local Government Unit (LGU) Legislative Body
Province of Quezon
- 249. Office of the Governor
Province of Pampanga
- 250. Office of the Local Government Unit (LGU) Legislative Body
Province of Pampanga
- 251. Regulatory Operations Service (ROS)
14th Floor, Exquadra Tower, 1 Jade Drive,
San Antonio, Ortigas Center, Pasig City
ros@erc.ph



NOTICE

Sirs/Mesdames:

Please take notice that on **27 April 2023**, the Commission issued an **Order** and a **Notice of Virtual Hearing** in the following case, the original documents were received by this Office on 18 May 2023:

ERC CASE NO. 2023-028 RC, IN THE MATTER OF THE JOINT APPLICATION FOR APPROVAL OF THE EMERGENCY POWER SUPPLY AGREEMENT BETWEEN MANILA ELECTRIC COMPANY AND GNPOWER DINGININ LTD. CO., WITH MOTION FOR CONFIDENTIAL TREATMENT OF INFORMATION – MANILA ELECTRIC COMPANY AND GNPOWER DINGININ LTD. CO., Applicants.

Attached are electronic copies.

Please be reminded of the Commission's existing rules on electronic service of orders and decisions provided under **Rule VI of Resolution No. 9, Series of 2020¹**, which became effective on 17 November 2020.

Thank you.

Very truly yours,

MARIA LUCILA M. GIRON
Administrative Officer V
OGCS-Central Records Division

/jdc

¹ A Resolution Adopting the Guidelines Governing Electronic Applications, Filings and Virtual Hearings Before the Energy Regulatory Commission