

Republic of the Philippines
ENERGY REGULATORY COMMISSION
Pasig City

**IN THE MATTER OF THE
JOINT APPLICATION FOR
APPROVAL OF THE POWER
SUPPLY AGREEMENT
BETWEEN MANILA
ELECTRIC COMPANY
("MERALCO") AND
EXCELLENT ENERGY
RESOURCES INC. ("EERI"),
WITH MOTION FOR
CONFIDENTIAL TREATMENT
OF INFORMATION**

ERC CASE NO. 2021-021 RC

**MANILA ELECTRIC
COMPANY (MERALCO) AND
EXCELLENT ENERGY
RESOURCES INC. (EERI),
Applicants.**

Promulgated:
April 16, 2021

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ORDER

On 24 March 2021, Manila Electric Company (MERALCO) and Excellent Energy Resources Inc. (EERI) filed a *Joint Application* dated 02 March 2021 for the approval of their Power Supply Agreement (PSA), with motion for confidential treatment of information.

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

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.

3. Applicant EERI is a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office located at 155 EDSA, Brgy. Wack-wack, Mandaluyong City. It may be served with notices and other processes of this Honorable Commission through its counsel at the address indicated herein.
4. EERI shall construct, own, operate, manage and maintain three (3) 425.7 MW (net) units of Combined Cycle Power Plant located at Barangays Dela Paz Proper and Ilijan, Batangas City (the “**Plant**”) capable of supplying 1,200 MW (net).
5. Based on its power situation outlook for 2024 and succeeding years, as shown in its 2020 Power Supply Procurement Plan approved by the Department of Energy (“**DOE**”), MERALCO foresees a baseload capacity deficit in its portfolio covering 1,800 MW.
6. Thus, in order to ensure continuous and reliable electricity for MERALCO’s customers, there is a need for MERALCO to source additional baseload 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 the conduct of a Competitive Selection Process (“**CSP**”) for the procurement of baseload capacity, on 2 March 2021, MERALCO executed a Power Supply Agreement (“**PSA**”) with EERI, for the purchase of electric energy corresponding to 1,200 MW. The conduct of CSP proceeded as follows:
 - 8.1. Pursuant to DOE Department Circular No. DC2018-02-0003 (“**DOE 2018 CSP Rules**”), MERALCO submitted to the DOE and the DOE approved the Terms of Reference (“**TOR**”), the salient provisions of which are shown below:

Scheduled Commercial Operations Date (“ COD ”)	<ul style="list-style-type: none">1,200 MW (net) by December 2024, with option by Meralco to take available energy up to 1,200 MW (net), at Commissioning Energy Charge, starting December 2023.Additional 600 MW (net) by May 2025, with option by Meralco to take available energy up to 600 MW (net), at Commissioning Energy Charge, starting May 2024. For clarity, the total Contract Capacity by May 2025 will be 1,800 MW (net).
Supply Type	<ul style="list-style-type: none">Baseload (firm and dispatchable)Single or portfolio of plant/s, provided that the power plant/s should be in commercial operation not earlier than January 2020 but no later than May 2025.

Tariff Structure	<ul style="list-style-type: none">Two-part Tariff consisting of Fixed and Variable Costs (inclusive of separate line item proposal for Line Rental cap).For Contract Years 1 to 10 implementation, the reference price (F_0) shall be adjusted on a quarterly basis using an adjustment factor following the formula provided by the DOE.For Contract Years 11 to 20, the fuel cost shall be a pass-through cost.
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- 8.2. On 1 October 2020, MERALCO caused the publication of an Invitation to Bid (“**Invitation**”), which contained the TOR, indicating a summary of the process and timelines of the CSP, and inviting power generation companies to submit an Expression of Interest and Confidentiality Undertaking on or before the deadline set out in said Invitation. At the same time, MERALCO caused the posting thereof on its website and the DOE’s e-based portal. A second publication was done on 8 October 2020.
- 8.3. On 27 January 2021, the bidders submitted their compliance with the Bid Requirements and the respective submissions of the bidders were opened by the Third-Party Bids and Awards Committee (“**TPBAC**”). On 19 February 2021, the respective bid offers of bidders who passed the pre-qualification evaluation were opened. EERI’s bid was declared as one of the best bids on even date.
- 8.4. On 26 February 2021, TPBAC sent a letter-notice to EERI as one of the winning power suppliers, confirming after post-qualification evaluation that its proposed energy price was found to be among the best bids. The said letter-notice also contained the Notice of Award in its favor.
- 8.5. A copy of the TPBAC Summary-Report regarding the conduct of the CSP is attached as **ANNEX “C”**.
9. The PSA between MERALCO and EERI, a copy of which is attached as **ANNEX “D”** and made an integral part hereof, contains the following salient features:

“Commercial Date	Operations	means the date that the conditions set out in Section 3.3.2 (other than the Commercial Operations Date Certificate) have been satisfied, and 1,200MW of the Plant shall have consequently entered into commercial operation. ¹
Contract Capacity		shall be, subject to Article 10, 1,200 MW (net) sourced from the Plant. ²

¹ See PSA, p. 4, clause 1.1, “Commercial Operations Date”.
² See PSA, p. 4, clause 1.1, “Contract Capacity”.

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2.2 Term of Agreement

2.2.1 Subject to Article 3, this Agreement shall become effective on the Execution Date. The term of this Agreement (the “**Term**”) shall commence on the Commercial Operations Date, and shall expire on the last day of the 20th Contract Year, unless terminated earlier in accordance with the terms of this Agreement or extended by the application of Section 2.2 and Section 17.3.3.

The Term may be renewed for an additional period of up to one (1) year under the same terms and conditions, at the option of Meralco, by giving prior written notice to Power Supplier at least one hundred eighty (180) Days prior to the end of the Term.

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3.3 Commercial Operations Date

3.3.1 Power Supplier covenants that 1,200 MW of the Plant shall achieve Commercial Operations Date no later than 26 November 2024 (the “**Scheduled Commercial Operations Date**”).

3.3.3 If the Commercial Operations Date has not occurred by the Scheduled Commercial Operations Date, from and after the Scheduled Operations Date, Power Supplier shall, for each Day of unexcused delay, (i) procure and cause delivery to Meralco of Replacement Power of up to 1,200 MW (net), as may be applicable, subject to Article 6 and in accordance with Appendix E, to be paid for by Meralco at the lower between WESM price and the Price; or (ii) to the extent that such Replacement Power is not available due to inadequate supply from WESM or from any other source, pay to Meralco a fine equivalent to Nine Hundred Eight Philippine Pesos (PhP 908.00) multiplied by each affected MWh nomination by Meralco, until the earlier of: (a) the Commercial Operations Date, and (b) sixty (60) Days after the Delay Limit Date (as the Delay Limit Date may be adjusted in accordance with the succeeding provisions). For purposes of this Section 3.3.3, a fraction of a Day is considered a Day.

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6.1 Supply of Power

Subject to the terms and conditions of this Agreement:

6.1.1 From the Commercial Operations Date of the Plant until the expiration of the Term or earlier termination of this Agreement, Power Supplier shall:

(a) make available to Meralco, and Meralco shall purchase from Power Supplier, at the Price

- determined in accordance with Appendix E, the Contract Capacity of the Plant; and
- (b) deliver and sell to Meralco, and Meralco shall purchase from Power Supplier, at the Price determined in accordance with Appendix E, the Associated Energy (and Replacement Power), to the extent of Meralco's relevant day-ahead nominations.

6.1.2 Unless otherwise expressly permitted by this Agreement, Power Supplier shall not, without Meralco's prior written consent:

- (a) sell, divert, grant, transfer, dedicate, reserve or assign all or any portion of the Contract Capacity and Associated Energy to any Person other than Meralco; or
- (b) provide Meralco with capacity and/or electrical energy from any source other than the Plant; provided, however, that Power Supplier shall be allowed to deliver and sell to Meralco the Associated Energy 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. For this purpose, should Power Supplier fail to source from the Plant when it is available, Meralco shall pay the lower between WESM price and Price, in accordance with Appendix G.

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Outages

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Outage Allowances and Replacement Power

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9.1.1

After Commercial Operations Date, Power Supplier shall be allowed Scheduled Outages not exceeding fifteen (15) Full Load Equivalent Outage Days ("**Full Load Equivalent Scheduled Outage Allowance Days**") and Forced Outages not exceeding three (3) Full Load Equivalent Outage Days ("**Full Load Equivalent Forced Outage Allowance Days**") each Contract Year; provided that a Forced Outage may be counted towards the Full Load Equivalent Forced Outage Allowance Days upon provision by Power Supplier to Meralco of a copy of the acknowledgement letter from the System Operator or report from the Market Operator that a Forced Outage has occurred.

9.1.2

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.

- 9.1.3 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 the lower between WESM price and Price.

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9.5 Fine for Failure to Provide Replacement Power

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 18.3.1 shall apply.

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10 Assignment or Transfer of Contract Capacity

10.1 Transfer of Contract Capacity and Associated Energy

- 10.1.1 Contract Capacity and Associated Energy that is no longer required by Meralco shall not be assigned, transferred, designated, delegated or allocated (collectively in this context, "Transfer") to another, except (i) if required for project financing in the case of the Power Supplier, as provided in Article 21; (ii) when allowed by the ERC; or (iii) when necessary to mitigate or avoid any losses or costs due to stranded contract capacity; provided that any assignment or transfer to a distribution utility shall comply with applicable competitive selection process rules. In the case of item (iii), Meralco shall be entitled to Transfer its rights and obligations to purchase a portion of Contract Capacity and Associated Energy that is no longer required by Meralco (a) to any of its business segments or wholly-owned Affiliates without the prior consent of Power Supplier, or (b) 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 the reasonable requirements of Finance Parties under the Finance Documents, as evidenced by a written confirmation by the relevant Finance Parties. In the case of (b), 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; and Meralco shall endeavour to cooperate with Power Supplier by providing documents and information in relation to the Transfer as may be reasonably required by the Finance Parties.

- 10.1.2 In respect of Transfers not requiring Power Supplier's consent, Meralco shall give a written notice to Power Supplier of such Transfer 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. In respect of Transfers requiring Power Supplier's consent, Meralco shall give a written notice to Power Supplier of such Transfer at least sixty (60) 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.

Subject to the receipt of Meralco and Power Supplier of the written acceptance of such Transfer by the transferee:

- a) Meralco shall cease to have any rights and obligations under this Agreement, and
- b) the transferee shall assume all rights and obligations of Meralco under this Agreement.

10.2 Reduction in Contract Capacity and Associated Energy

- 10.2.1 Subject to the provisions of Section 10.2.2 below, Meralco shall, from time to time, be entitled to a reduction in the Contract Capacity and Associated Energy (the "Reduction in Contract Capacity and Associated Energy") equivalent to the reduction in the demand of its captive customers in order to avoid stranded contract capacities or costs, or by reason of the enforcement of Retail Competition and Open Access, the Renewable Energy Law and other Laws and Legal Requirements.

- 10.2.2 Meralco shall give a written notice to Power Supplier of the Reduction in Contract Capacity and Associated Energy at least five (5) Days prior to the first Day of the next Billing Period. 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 Contract Capacity and Associated Energy.

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14.3 ERC Approval

- 14.3.1 Subject to the non-occurrence of the Longstop Date, 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 the date of receipt from Meralco of such ERC Final Approval 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.”

10. The Payment Structure under Appendix E of the PSA is as follows:

“B. MONTHLY POWER BILL UPON COMMERCIAL OPERATIONS DATE

The MPB upon COD shall consist of Capacity Payment, Energy Payment, and Other Payment. The Capacity Payment consists of Component A (MCP), Component B (MIFP) and Component C (MFOM), and the Energy Payment consists of Component D (MFP) and Component E (MVOM). Other Payments are Component F (RCP), Component G (LRAP), and Component H (ASCRP). Thus, the MPB upon COD (“MPB”) for Contract Capacity and Associated Energy (and Replacement Power) for each Billing Period shall be equal to:

MPB = MCP + MIFP + MFOM + MFP + MVOM + RCP – LRAP + ASCRP

The MPB is exclusive of the applicable Value Added Tax.”

11. Based on the foregoing, and given a certain set of assumptions, the annual effective rate under the PSA is **PhP 3.1641 per kWh** (at plant gate, VAT inclusive), as shown in the rate impact analysis below:

Excellent Energy Resources Inc. PSA - Rate Impact at 95.07% pcf (YEAR 2025)						
BILLING COMPONENT	UNIT	BASE RATE ^(a)	CPI Adj Factor ^(b)	BILLING DETERMINANT ^(c)		AMOUNT (PHP)
A. Capacity Payment (MCP)						
Pesc Portion	(Php/kW-yr)	4,017.5814		1,200,000	(kW)	4,821,097,680.00
B. Interconnection Facilities Payment (MIFP)						
Interconnection Facilities Capacity Portion	(Php/kW-yr)	-		1,200,000	(kW)	0.00
Interconnection Facilities FOM Portion	(Php/kW-yr)	-	1.151964	1,200,000	(kW)	0.00
C. Fixed O&M Payment (MFOM)						
Non-escalating US Dollar Portion	(USD/kW-yr)	-		1,200,000	(kW)	0.00
Escalating US Dollar Portion	(USD/kW-yr)	-	1.078194	1,200,000	(kW)	0.00
Non-escalating Peso Portion	(Php/kW-yr)	12,200.9766		1,200,000	(kW)	14,641,171,920.00
Escalating Peso Portion	(Php/kW-yr)	-	1.151964	1,200,000	(kW)	0.00
D. Fuel Payment (MFP)						
	(Php/kWh) ^(b)	0.7948		9,993,500,000	(kWh)	7,943,148,592.80
E. Variable O&M Payment (MVOM)						
Non-escalating US Dollar Portion	(USD/kWh)	-		9,993,500,000	(kWh)	0.00
Escalating US Dollar Portion	(USD/kWh)	-	1.078194	9,993,500,000	(kWh)	0.00
Non-escalating Peso Portion	(Php/kWh)	0.0828		9,993,500,000	(kWh)	827,470,080.00
Escalating Peso Portion	(Php/kWh)	-	1.151964	9,993,500,000	(kWh)	0.00
Total Energy Payment (VAT exclusive)		2.8251				28,232,888,272.80
VAT Payment						3,387,946,592.74
Total Energy Payment (VAT inclusive)						31,620,834,865.54
Effective Rate at Plant Gate						3.1641
WESM Line Rental Rate ^(c)						0.1000
Delivered Rate (VAT inclusive) ^(d)						3.2641
Effective Cost if sourced from WESM ^(e)						4.7293
Increase / (Decrease) over WESM Price						(1.4652)
Meralco Captive Energy Demand ^(f)						40,256,100,690
Increase / (Decrease) in Generation Cost						(14,642,964,259.14)
Increase / (Decrease) in Generation Cost						(0.3637)

NOTE:

^(a) Base Rates as set forth in Schedule 1 of Appendix E of the PSA.

^(b) Fuel Payment calculated based on Guaranteed Net Plant Heat Rate at 100.00% load factor for Contract Year 1, and Forex = PhP 51.352/USD.

^(c) Line Rental rate for Excellent Energy Resources Inc. is based on the maximum allowable value for Contract Year 1 as stated in the PSA.

^(d) Delivered Rate (VAT inclusive) will include AS Cost Recovery rate once imposed under existing rule or regulation. AS Cost Recovery rate for Excellent Energy Resources Inc. shall be based on the lower between actual rate and cap of PhP 0.28/kWh.

^(e) Cost if equivalent volume of Excellent Energy Resources Inc. is sourced from the WESM based on forecasted average hourly prices from May 2025 to Apr 2025, inclusive of 6% VAT.

^(f) Forecasted Meralco Captive Energy for May 2025 to Apr 2025 based on Power Supply Procurement Plan as submitted to DGE.

^(g) Forecasted Indices for 2025.

^(h) Energy Payments based on 95.07% plant capacity factor.

12. MERALCO notes that the annual delivered rate of **PhP 3.2641 per kWh** (VAT and line rental inclusive) is **lower** by about

Php 1.4652 per kWh than the effective cost of Php 4.7293 per kWh (VAT inclusive), if the equivalent capacity under the instant PSA will be sourced from the WESM. In fact, by sourcing the capacity through the instant PSA, MERALCO's average blended generation rate will be reduced by about Php 0.3637 per kWh (as seen in the rate impact above), resulting in savings to consumers of about Php 14.64 Billion.

- 13. In support of this Joint Application, the Judicial Affidavit of **MR. ELVIN C. JACOB**, Officer of MERALCO's Energy Sourcing – Energy Sourcing Operations Team, is attached as **ANNEX “E”**, and made an integral part hereof.
- 14. 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 this Honorable Commission:

Description of Document	Annex
Articles of Incorporation and By-Laws of MERALCO	“F”
Latest General Information Sheet (“GIS”) of MERALCO	“G”
Demand Side Management Program of MERALCO	“H”
Write-up on the Non-Applicability of National Power Corporation (“NPC”) Certification regarding whether or not Transition Supply Contract (“TSC”) capacity and energy is expected to be available during the contractual period	“I”
Excerpt of the Distribution Development Plan – Power Supply Procurement Plan (Supply and Demand Scenario); Average Daily Load Curve scenarios of MERALCO	“J” “J-1”
Documents showing the conduct of CSP of MERALCO	“K” and series
Articles of Incorporation and By-Laws of EERI	“L”
Write-up on the Explanation of the Shareholders’ Agreement of EERI	“M”
Latest GIS of EERI	“N”
Corporate Structure of SMC Global Power Holdings Corp. (“SMCGPH”), its subsidiaries, including EERI	“O”
Application Documents of EERI with the Board of Investments (“BOI”)	“P”
Application Documents of EERI on the Environmental Compliance Certificate (“ECC”) with the Department of Environment and Natural Resources (“DENR”)	“Q”
Write-up on the Explanation of the Non-Availability of the Certificate of Compliance (“COC”) of EERI	“R”
Receiving Copy of the Letter to the Department of Energy (“DOE”) on the Application for Certificate of Endorsement (“COE”) for the Philippine Development Plan (“PDP”) of EERI	“S”
Write-up on the Non-Availability of the Requirements on Renewable Energy Plants	“T”

Description of Document	Annex
Write-up on the Explanation on the Requirements regarding Transmission Projects and Submission of the Project Feasibility Study of EERI	“U“
Project Feasibility Study of EERI (Confidential)*	
Write-up on the Explanation on the Funding Sources of the Project	“V“
Details of the Power Rate Calculations and Financial Model. (Confidential)*	“W“
Write-up on the Explanation on the Fuel Procurement Process of EERI	“X“
Fuel Supply Plan of EERI (Confidential)*	
Cost Analysis of EERI (Confidential)*	“Y“
Latest Audited Financial Statements of EERI	“Z“
Write-up on the Explanation on the Non-Applicability of the Minimum Energy Off-Take (“MEOT”) of EERI	“AA“
Write-up on the Explanation on the Non-Applicability of the Requirements regarding the Ancillary Services Procurement Agreement	“BB“
Write-up on the Explanation that all information on the Technical Characteristics and the Net Heat Rate can be found in the Project Feasibility Study.	“CC“

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

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

15. Under *Rule 4 of the ERC Rules of Practice and Procedure*, a party to any proceeding before the Honorable Commission may request that certain information not be disclosed and be treated as confidential, by describing with particularity the information to be treated as confidential, specifying the ground for the claim of confidential treatment of the information and, if applicable, specifying the period during which the information must not be disclosed.
16. With respect to the documents marked and attached as **ANNEXES “U-1”, “W and Series”, “X-1” and “Y,”** EERI respectfully moves that these be treated as confidential and not be disclosed to any party for the reason that these contain non-public, proprietary information, data and calculations involving the investments, financial calculations, and business operations of EERI. The data and information contained therein are part of the overall formula and process in arriving at the competitive rates of EERI. These formula and process are specifically developed for the use of EERI and are treated as trade secrets. If the information contained in these documents are unduly disclosed, it will seriously prejudice the competitiveness of EERI. These documents are neither generally available to the public nor already in the possession of the Honorable Commission on a non-confidential basis.

17. In the case of *Air Philippines Corporation vs. Pennswell Inc.*,³ the Supreme Court defined “trade secret” as follows:

“A trade secret is defined as a plan or process, tool, mechanism or compound known only to its owner and those of his employees to whom it is necessary to confide it. The definition also extends to a secret formula or process not patented, but known only to certain individuals using it in compounding some article of trade having commercial value. A trade secret may consist of any formula, pattern, device, or compilation of information that (1) is used in one’s business; and (2) gives the employer an opportunity to obtain advantage over competitors who do not possess the information. Generally, a trade secret is a process or device intended for continuous operation of the business, for example, a machine or formula, but can be a price list or catalogue or specialized customer list. It is indubitable that trade secrets constitute proprietary rights.”
(Emphasis supplied.)

18. The protection of trade secrets is likewise recognized by the Honorable Commission in its Decision in ERC Case No. 2015-111 RC:

“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. The prices cited in the documents were components of the proposed tariff. In fact, all three (3) documents were used by the Commission in evaluating the reasonableness of the proposed rate. In electric power industry [where] prices is a major consideration in selecting one’s supplier, it is apparent that the assumption used in arriving at one’s proposed tariff is considered a competitive leverage by one player against its competitors.

Thus, the Commission resolved to treat the said documents confidential and may not be publicly disclosed.⁴

19. EERI hereby submits one (1) copy of each of the foregoing confidential documents in sealed envelopes, with the envelopes and each page of the documents marked “Confidential.”

³ G. R. No. 172835, 13 December 2007.

⁴ *In the Matter of the Application for the 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) with Prayer for Provisional Authority*, ERC Case No. 2015-111 RC, Decision dated 30 May 2017, p. 26. Emphasis and underscoring supplied.

20. The interest of the consumers of MERALCO is sufficiently protected by the review and evaluation of the rates under the PSA by the Honorable Commission, without the need to disclose the contents of **ANNEXES “U-1”, “W and Series”, “X-1” and “Y.”** The reasonableness and transparency of the prices of electricity is to be assured by the Honorable Commission through its own review and verification of the foregoing documents sought to be afforded confidential treatment in the evaluation and handling thereof. One copy each of the mentioned annexes will be placed in a sealed envelope, which will be tagged as “Confidential” coupled with a narrative⁵ for that purpose, and will be submitted as integral parts hereof.
21. Lastly and corollary to the foregoing, EERI would like to implore the discerning wisdom of the Honorable Commission to include in its issuance for this purpose the ***“procedures for the handling or returning the confidential information, as appropriate, upon the close of the proceedings or at the end of the period for which the information is to be treated as confidential”***⁶.
22. This is guided by the fact that EERI will seek for the return of these sought to be declared confidential annexes after its utilization as evidence in this case and/or at the close of the proceedings hereof, so as to relieve the Honorable Commission of the burden of safekeeping the trade secrets of EERI enclosed in the subject annexes.

PRAYER

WHEREFORE, premises considered, Applicants respectfully pray that the Honorable Commission:

- a) Issue an Order **TREATING ANNEXES “U-1”, “W and Series”, “X-1” and “Y”,** 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 EERI, pursuant to Rule 4 of the ERC Rules of Practice and Procedure; and
- b) After hearing on the merits, render a Decision **APPROVING THE PSA** and the terms and conditions thereunder, including the price.

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

⁵ Annex “CC”.

⁶ Letter (d), Section 4, of the ERC Rules and Practice and Procedure.

Finding the *Joint Application* to be sufficient in form 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 platform for the conduct thereof, pursuant to Resolution No. 09, Series of 2020,⁷ dated 24 September 2020:

Date	Platform	Activity
14 May 2021 (Friday) at nine o'clock in the morning (9:00 AM)	Microsoft Teams Application	Determination of compliance with the jurisdictional requirements and Expository Presentation
21 May 2021 (Friday) at nine o'clock in the morning (9:00 AM)		Pre-trial Conference and presentation of evidence

RELATIVE THERETO, MERALCO and EERI 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 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;

⁷ A Resolution Adopting the Guidelines Governing Electronic Applications, Filings and Virtual Hearings Before the Energy Regulatory Commission.

- 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 all those making requests therefor, subject to the resolution of the pending prayer for confidential treatment, and reimbursement of reasonable photocopying costs.⁸

Within five (5) calendar days prior to the date of the initial virtual hearing, Applicants must submit to the Commission via electronic mail (e-mail) at docket@erc.ph, copy furnish the Legal Service through legal@erc.ph, the scanned copies of 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 Virtual Hearing* consisting of affidavits of the Editors or Business Managers 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 EERI to inform the consumers within the affected franchise area of the filing of the *Joint Application*, its 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;

⁸ For the e-mail addresses of the Applicants, please see page 18.

- 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 proof of compliance with the requirements of the Commission.

Moreover, MERALCO and EERI 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 Office of the Mayors, Provincial Governors and Local Legislative Bodies, and to submit proof of their posting thereof.

MERALCO and EERI and all interested parties are also required to submit via e-mail at docket@erc.ph, 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.

MERALCO and EERI 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 virtual hearing and Pre-trial Conference pursuant to the preceding paragraph.

Failure of MERALCO and EERI to comply with the above requirements within the prescribed period shall be a ground for cancellation of the scheduled hearings, and the resetting of which shall be six (6) months from the said date of cancellation.

MERALCO and EERI 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* with relevant information and pertinent details substantiating the reasons and justifications being cited in support thereof.

MERALCO and EERI are hereby directed to file a copy of their Expository Presentation via e-mail at doCKET@erc.ph, copy furnish the Legal Service through legal@erc.ph, at least five (5) calendar days prior to the scheduled virtual hearing. MERALCO and EERI 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.

Any interested stakeholder may submit its comments and/or clarifications at least one (1) calendar day prior to the scheduled virtual hearing, via e-mail at doCKET@erc.ph, copy furnish the Legal Service through legal@erc.ph. The Commission shall give priority to the stakeholders who have duly submitted their respective comments and/or clarifications, to discuss the same and propound questions during the course of the expository presentation.

MERALCO and EERI are hereby directed to submit, either through personal service, registered or ordinary mail/private courier, one (1) set of the original or certified true hard/printed copy/ies of their Jurisdictional Compliance, Expository Presentation, Pre-trial Brief, and Judicial Affidavit/s of witness/es, 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. Similarly, all interested parties who filed their Petition for Intervention or Opposition are required to submit the hard/printed copy thereof within the same period through any of the available modes of service.

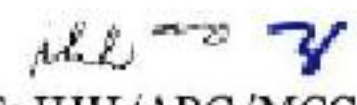
Finally, MERALCO and EERI, including their authorized representative/s and witness/es, are hereby directed to provide the Commission, thru legal.virtualhearings@erc.ph, with their respective e-mail addresses upon receipt of this *Order*. The Commission will send the access link/s to the aforementioned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

SO ORDERED.

Pasig City, 06 April 2021.

FOR AND BY AUTHORITY
OF THE COMMISSION:


AGNES VST DEVANADERA
Chairperson and CEO


LS: IHH/ARG/MCCG



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Applicant
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10. Office of the Local Government Unit (LGU) Legislative Body
City of Caloocan
11. Office the City Mayor
City of Las Piñas
12. Office of the LGU Legislative Body
City of Las Piñas
13. Office of the City Mayor
City of Makati
14. Office of the LGU Legislative Body
City of Makati
15. Office of the City Mayor
City of Malabon
16. Office of the LGU Legislative Body
City of Malabon
17. Office of the City Mayor
City of Mandaluyong
18. Office of the LGU Legislative Body
City of Mandaluyong
19. Office of the City Mayor
City of Manila
20. Office of the LGU Legislative Body
City of Manila

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City of Marikina
22. Office of the LGU Legislative Body
City of Marikina
23. Office of the City Mayor
City of Muntinlupa
24. Office of the LGU Legislative Body
City of Muntinlupa
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City of Navotas
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City of Parañaque
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City of Pasay
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City of Pasig
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City of Pasig
33. Office of the Municipal Mayor
Municipality of Pateros
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Municipality of Pateros
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City of Quezon
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37. Office the City Mayor
City of San Juan
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City of Tagnig
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City of Taguig
41. Office of the City Mayor
City of Valenzuela
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City of Valenzuela
43. Office of the Municipal Mayor
Angat, Bulacan
44. Office of the LGU Legislative Body
Angat, Bulacan
45. Office of the Municipal Mayor
Balagtas, Bulacan

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46. Office of the LGU Legislative Body
Balagtas, Bulacan
47. Office of the The Municipal Mayor
Baliwag, Bulacan
48. Office of the LGU Legislative Body
Baliwag, Bulacan
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Bocaue, Bulacan
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Bustos, Bulacan
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Calumpit, Bulacan
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Doña Remedios Trinidad, Bulacan
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Guiguinto, Bulacan
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Guiguinto, Bulacan
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Hagonoy, Bulacan
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Hagonoy, Bulacan
63. Office of the City Mayor
Malolos, Bulacan
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Malolos, Bulacan
65. Office of the Municipal Mayor
Marilao, Bulacan
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Marilao, Bulacan
67. Office of the City Mayor
Meycauayan, Bulacan
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Meycauayan, Bulacan
69. Office of the Municipal Mayor
Norzagaray, Bulacan
70. Office of the LGU Legislative Body
Norzagaray, Bulacan

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73. Office of the Municipal Mayor
Pandi, Bulacan
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Paombong, Bulacan
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Plaridel, Bulacan
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Pulilan, Bulacan
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San Ildefonso, Bulacan
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San Jose del Monte, Bulacan
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San Miguel, Bulacan
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San Rafael, Bulacan
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Sta. Maria, Bulacan
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91. Office of the Municipal Mayor
Alfonso, Cavite
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93. Office of the Municipal Mayor
Amadeo, Cavite
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Amadeo, Cavite
95. Office of the City Mayor
Bacoor, Cavite

96. Office of the LGU Legislative Body
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97. Office of the Municipal Mayor
Carmona, Cavite
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99. Office of the City Mayor
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101. Office of the City Mayor
Dasmariñas, Cavite
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Dasmariñas, Cavite
103. Office of the Municipal Mayor
General Emilio Aguinaldo, Cavite
104. Office of the LGU Legislative Body
General Emilio Aguinaldo, Cavite
105. Office of the Municipal Mayor
General Mariano Alvarez, Cavite
106. Office of the LGU Legislative Body
General Mariano Alvarez, Cavite
107. Office of the City Mayor
General Trias, Cavite
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Kawit, Cavite
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Maragondon, Cavite
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- 127. Office of the Municipal Mayor
Silang, Cavite
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- 129. Office of the City Mayor
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- 131. Office of the Municipal Mayor
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- 132. Office of the LGU Legislative Body
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- 135. Office the City Mayor
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- 137. Office of the Municipal Mayor
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145. Office of the Municipal Mayor
Cainta, Rizal
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San Mateo, Rizal
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Teresa, Rizal
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Teresa, Rizal
165. Office of the City Mayor
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Bay, Laguna
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Victoria, Laguna
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Candelaria, Quezon
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215. Office of the City Mayor
Lucena, Quezon
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Lucena, Quezon
217. Office of the Municipal Mayor
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- 218. Office of the LGU Legislative Body
Mauban, Quezon

- 219. Office of the Municipal Mayor
Pagbilao, Quezon

- 220. Office of the LGU Legislative Body
Pagbilao, Quezon

- 221. Office of the Municipal Mayor
Sampaloc, Quezon

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- 223. Office of the Municipal Mayor
San Antonio, Quezon

- 224. Office of the LGU Legislative Body
San Antonio, Quezon

- 225. Office of the Municipal Mayor
Sariaya, Quezon

- 226. Office of the LGU Legislative Body
Sariaya, Quezon

- 227. Office of the City Mayor
Tayabas, Quezon

- 228. Office of the LGU Legislative Body
Tayabas, Quezon

- 229. Office of the Municipal Mayor
Tiaong, Quezon

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Tiaong, Quezon

- 231. Office of the Municipal Mayor
Apalit, Pampanga

- 232. Office of the LGU Legislative Body
Apalit, Pampanga

- 233. Office of the Municipal Mayor
Candaba, Pampanga

- 234. Office of the LGU Legislative Body
Candaba, Pampanga

- 235. Office of the Municipal Mayor
San Simon, Pampanga

- 236. Office of the LGU Legislative Body
San Simon, Pampanga

- 237. Office of the Governor
Province of Bulacan

- 238. Office of the LGU Legislative Body
Province of Bulacan

- 239. Office of the Governor
Province of Cavite

- 240. Office of the LGU Legislative Body
Province of Cavite

- 241. Office of the Governor
Province of Rizal

- 242. Office of the LGU Legislative Body
Province of Rizal
- 243. Office of the Governor
Province of Batangas
- 244. Office of the LGU Legislative Body
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- 245. Office of the Governor
Province of Laguna
- 246. Office of the LGU Legislative Body
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- 247. Office of the Governor
Province of Quezon
- 248. Office of the LGU Legislative Body
Province of Quezon
- 249. Office of the Governor
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