

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



**IN THE MATTER OF THE
PETITION FOR FULL
RECOVERY FOR APPROVED
COSTS IN ERC CASE NO. 2011-
030 RC THROUGH RE-
COMPUTATION OF APPROVED
RATE**

**CATANDUANES POWER
GENERATION, INC. (CPGI),
*Petitioner***

-versus-

ERC CASE NO. 2019-001 DR

**FIRST CATANDUANES
ELECTRIC COOPERATIVE,
INC. (FICELCO) AND
NATIONAL POWER
CORPORATION (NPC),
*Respondents.***

Promulgated:
MAR 13 2019

X-----X

ORDER

On 15 February 2019, Catanduanes Power Generation, Inc. (CPGI) filed a *Petition for Full Recovery of Approved Costs in ERC Case No. 2011-030 RC through Re-computation of Approved Rate* dated 18 January 2019 against First Catanduanes Electric Cooperative, Inc. (FICELCO) and National Power Corporation (NPC).

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

I. THE PARTIES

1. Petitioner CPGI is a corporation duly organized and existing under the laws of the Republic of the Philippines, with office

address at Unit 1507, 15/F, 88 Corporate Center, Valera corner Sedeño Streets, Salcedo Village, Makati City;

2. Respondent First Catanduanes Electric Cooperative, Inc. (FICELCO) is a non-stock, non-profit electric cooperative organized and existing under the laws of the Republic of the Philippines, with principal office located at Marinawa, Bato, Catanduanes. It holds an exclusive franchise to operate an electric light and power service in the Province of Catanduanes, a National Power Corporation-Small Power Utilities Group (NPC-SPUG) area, particularly in the Municipalities of Bagamanoc, Baras, Bato, Caramoan, Gigmoto, Pandan, Panganiban, San Andres, San Miguel, Viga and Virac;
3. Respondent National Power Corporation (NPC) is a government corporation created under Republic Act No. 6395, as amended, with office address at NPC Power Complex, Quezon Avenue corner BIR Road, Diliman, Quezon City. Under Section 70 of the Electric Power Industry Reform Act (EPIRA), the NPC shall remain as the National Government-owned and -controlled corporation to perform the missionary electrification function through the Small Power Utilities Group (SPUG);
4. Copies of pleadings and motions filed, as well as orders and other issuances by the Honorable Commission may be served on Petitioner CPGI through the undersigned Firm at its address indicated below, and on Respondents FICELCO and NPC at their respective addresses as herein provided;

II. NATURE OF THE CASE

5. This *Petition*, which seeks to recover in full the costs approved by the Honorable Commission in its *Decision* in ERC Case No. 2011-030 RC, to which, CPGI is entitled but was prevented by herein Respondents FICELCO and NPC to recover, is being filed pursuant to Section 25 of the EPIRA providing that retail rates shall be subject to regulation by the Honorable Commission based on the *principle of full recovery of prudent and reasonable economic costs incurred*, among other relevant and applicable laws and rules;

III. STATEMENT OF FACTS

6. CPGI and FICELCO have an existing 10-year Electricity Supply Agreement (ESA) approved by the Honorable Commission in its *Decision* dated 03 July 2012 in ERC Case No. 2011-030 RC. A copy of the *Decision* is herewith attached as Annex "A" to form an integral part hereof;
7. Under the ESA, CPGI shall implement Phase 1 of the project, which pertains to the delivery of power from NPC's 3.6 MW Marinawa Diesel Power Plant (MDPP). NPC leased the

MDPP to FICELCO, while the latter subleased the same to CPGI, consistent with DOE Circular No. 2004-01-001. Considering that the MDPP was then inoperable, the sublease agreement included CPGI's completion, uprating, upgrading, periodic repair and overhaul of the MDPP to support full service operation, at CPGI's own expense and risk, and at no cost to the NPC on a rehabilitate, operate and maintenance basis. A copy of the lease agreement between NPC and FICELCO is herewith attached as Annex "B", while a copy of the lease agreement between FICELCO and CPGI is herewith attached as Annex "B-1", to form integral parts hereof;

8. Accordingly, in approving a reasonable Capacity Fee for the project, the Honorable Commission took into account CPGI's expenses for the lease and rehabilitation of the MDPP. The Honorable Commission approved a Total Project Cost of PhP40,000,000.00 and a Cost of Equity of 16.44% in arriving at the Capacity Fee of PhP0.5471/kWh¹;
9. The Honorable Commission also considered and approved an economic life of ten (10) years, which corresponds to the ESA's 10-year term²;
10. While both the lease/sublease agreements and the ESA have a term of 10 years, the ESA commenced on the date of its approval by the Honorable Commission, or on 09 May 2011 upon the ERC's grant of a provisional authority. On the other hand, the lease/sublease agreements became effective earlier on 18 October 2007 upon its signing. As such, the lease expired in October 2017, or four (4) years ahead of the ESA in May 2021;
11. Since the obligation of CPGI under the ESA, as well as its approval, was confined to the leased MDPP, it was necessary to seek extension of the lease to synchronize with the expiration of the ESA. The synchronization of the lease and the ESA is consistent with the government's policy on private sector participation in SPUG areas. In a Memorandum dated 27 October 2016, copy is herewith attached as Annex "C", the Department of Energy (DOE) stated that:

"Consistent with the Private Sector Participation (PSP) Program on power generation in SPUG-serviced areas as prescribed in Department Circular No. 2004-01-001, the lease and sub-lease agreements with the certain ECs and NPPs in Catanduanes, Oriental Mindoro and Palawan must be amended and enhanced to synchronize with the cooperation period of the Energy Supply Agreement (ESA) or

¹ Pages 23-27, Decision in ERC Case No. 2011-030 RC dated 03 July 2012;

² *Ibid.*, Pages 23-26, 29

Power Supply Agreement (PSA). Those NPPs have been legitimized by undergoing a Competitive Selection Process that has been certified by the Department of Energy and their choice to lease SPUG's assets is their business strategy to realize privatization of the generation function of SPUG." [Emphasis supplied.]

12. Synchronizing the terms of the lease and the ESA has been the original intention of the parties since negotiations for the lease extension began in 2013. At that time, the only contention was finding the most feasible and efficient means by which synchronization may be implemented due to FICELCO's concerns on taxes and other administrative matters being a party to both the lease and sub-lease agreements. Copies of communications among NPC, FICELCO and CPGI showing the foregoing are herewith attached as Annexes "D" to "D-5";
13. While initially, the NPC had no objection to the lease extension, by December 2016, however, the NPC no longer wanted to extend the lease. It first pointed to *alleged* reliability issues of the MDPP, and from there, raised *varying reasons*, including *alleged* necessity of a new Competitive Selection Process (CSP) due to another supplier's interest to participate in the privatization of the said NPC asset, and concerns on *alleged* adverse audit observations from the Commission on Audit (COA);
14. Meanwhile, to explain the government's policy relevant to NPC's concerns, the DOE made the following clarifications in another Memorandum dated 27 April 2017, a copy is herewith attached as Annex "E":
 - a. NPPs, having undergone the CSP, are qualified to lease or purchase NPC-SPUG assets during the cooperation period of the PSA based on DOE Circular 2004-01-001³, Section 4 (b) (iii). While NPC believes that it needs to conduct a separate bidding in divesting assets under COA Circulars 86-264 and 89-296, in the context of streamlining privatization of NPC SPUG assets, it may also be interpreted that the privatization of the generation function of the NPC includes inherently the option to lease or purchase said assets;
 - b. A direct negotiation with an NPP, as provided in item V.2.b. of COA Circular 89-296 states that a *"negotiation may be conducted singly on a one-on-one basis with a view of ensuring that the government gets the best price."* This will not only provide a convenient means to reduce the subsidy

³ Prescribing the Rules and Procedures for Private Sector Participation in Existing NPC-SPUG Areas Pursuant to Rule 13 of the Implementing Rules and Regulations of the EPIRA;

allocated to NPC-SPUG but will also help address the observed gaps between unsynchronized lease agreements among NPC, DU and NPP that may have adverse effect on the continuity of power supply if not properly dealt with;

- c. Based on Section 4.5 (c) of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184⁴, lease of government-owned property as lessor for private use are not considered as procurement activities. [Emphasis ours.]
15. The DOE's policy clarifications were issued upon the request of the NPC. Even so, the NPC did not heed the same and remained steadfast in not extending the lease. In a letter dated 02 October 2017, the NPC maintained that the extension of the lease agreement is not feasible given the "assurance of no curtailment of power". A copy of the NPC's letter is herewith attached as Annex "F" to form an integral part hereof;
16. In a letter to the NPC dated 16 October 2017, CPGI requested that the NPC re-evaluate its position due to adverse consequences if CPGI will cease operating the MDPP, including:
- 16.1 The loss of the largest base load supplier in the Province causing a huge power deficiency will result in massive brownouts;
- 16.2 Immediately after lease expiration on 17 October 2017, the MDPP will be rendered useless and no other party can operate it since CPGI exclusively holds the Certificate of Compliance (COC) covering the plant;
- 16.3 The Honorable Commission already approved CPGI's ESA bearing a low generation rate. A shift to a new power provider when there is no assurance that its generation cost will be as competitively priced as CPGI's, unnecessarily exposes electricity consumers to higher power costs.

A copy of CPGI's letter is herewith attached and made an integral part hereof as Annex "G";

17. Meanwhile, on 20 October 2017, FICELCO wrote CPGI that it will no longer dispatch power from CPGI in compliance with the NPC's directive. A copy of FICELCO's letter is herewith attached as Annex "H" to form an integral part hereof;
18. Thus, CPGI was constrained to stop operating the MDPP, while the MDPP remained in its possession. Nonetheless,

⁴ Government Procurement Reform Act (GPRA);

CPGI did not relent in seeking an extension of the lease agreement and sent several letters to request the NPC's reconsideration, more so, **because in the months that FICELCO has not dispatched CPGI, the Province of Catanduanes has suffered longer power interruptions due to insufficient power supply**, contrary to NPC's assurance of no power shortage, and as CPGI has predicted would happen if it ceased operating the MDPP. Copies of CPGI's letters of reconsideration to the NPC dated 08 December 2017 and 28 January 2018 are herewith attached as Annexes "I" and "J", respectively;

19. Pending response from the NPC, on 25 May 2018, FICELCO demanded that CPGI vacate and turn-over the MDPP on even date. **This was in clear violation of FICELCO's obligation under the ESA to provide necessary assistance and reasonable support to CPGI in ensuring its compliance with its own obligations under the ESA.** The NPC, then, took possession of the MDPP on the same day. A copy of FICELCO's letter is herewith attached as Annex "K";
20. Finally, in a letter dated 14 June 2018, the NPC informed CPGI that it is maintaining the non-extension of the lease. A copy of NPC's letter is herewith attached to form an integral part hereof as Annex "L";
21. **Thereafter, CPGI learned that NPC allowed the extension of the lease of its assets in Oriental Mindoro. This clearly negates the existence of any valid ground for non-extension of the lease, such that the NPC's refusal to extend the MDPP lease in Catanduanes, not only disregards the policy guidance of the DOE on the matter, but is a blatant act of bad faith towards CPGI;**
22. In the end, due to FICELCO's failure to ensure the extension of the lease and NPC's unreasonable refusal in bad faith to extend the lease, CPGI has been prevented from operating the MDPP beginning **20 October 2017**, with four more years remaining in the ESA;
23. The NPC now operates the MDPP, inarguably benefitting from the rehabilitation works undertaken by CPGI, but at the expense of the continued implementation of CPGI's ESA with FICELCO. CPGI, on the other hand, is left unable to completely recover its expenses therefor, particularly the full amount of the approved Total Project Cost of Php40 Million including a reasonable return thereon at 16.44% Cost of Equity as approved by the Honorable Commission. Due to the abrupt cessation of CPGI's operations, it had to contend with financial challenges related to idle manpower. In addition, CPGI had to obtain interest-bearing advances from an affiliate to avoid default in the repayment of its credit line with a local bank, which was mainly used for fuel purchases and other operating expenses, among others;

IV. DISCUSSION

CPGI MUST BE ALLOWED TO FULLY RECOVER THE COSTS APPROVED BY THE HONORABLE COMMISSION FOR A SUPPOSED 10-YEAR ESA.

24. Capacity Fee (CF) is designed to recover the generator's cost of investment over the economic life of the plant, together with a reasonable rate of return on capital based on the ERC-approved Cost of Equity;
25. In the ESA Application (ERC Case No. 2011-030 RC), CPGI has submitted and proven the costs it incurred in implementing several phases of rehabilitating the leased MDPP, which as reflected in its Audited Financial Statements, amounted to a total of PhP55.8 Million. Nonetheless, the Honorable Commission approved only CPGI's initial allocation of PhP40 Million since its additional project cost of PhP15 Million, while subsequently incurred, did not form part CPGI's proposed asset base and rate derivation⁵;
26. Using the Honorable Commission's approved Cost of Equity at 16.44%, at the end of the 10-year term of the ESA, CPGI is also expected to have earned a reasonable return out of its investment in making the MDPP operational again, from the rundown condition it was in when CPGI took possession in 2007;
27. CPGI has been very resolute in seeking the extension of the lease, not only because its obligation to deliver power to FICELCO is confined to the operation of the MDPP, but because the Capacity Fee approved by the Honorable Commission pertained only to CPGI's investments in the MDPP, to be recovered over the 10-year life of the ESA;
28. **However, despite CPGI's serious efforts to continue leasing the MDPP, the NPC's *unjust refusal* to extend the lease while merely on the 6th year of ESA implementation, effectively prevented CPGI from recovering ERC-approved costs, not to mention other adverse financial consequences in relation to idle manpower and repayment of CPGI's credit line with a local bank, among others;**
29. **It is only just and equitable that CPGI is allowed to fully recover the ERC-approved costs. CPGI most respectfully prays for a re-computation of the approved Capacity Fee to take into account six (6) years of actual ESA implementation, instead of the 10-year ESA term that was cut short, to be recovered**

⁵ Page 24, Decision in ERC Case No. 2011-030 RC (Annex "A" hereof);

from Respondent FICELCO to the extent of the Subsidized Approved Generation Rate (SAGR) and from Respondent NPC, as to the difference between the SAGR and True Cost Generation Rate (TCGR) in the form of missionary electrification subsidy pursuant to the parties' Subsidy Agreement;

30. Accordingly, to recover the approved Total Project Cost of PhP40,000,000.00 and to realize the approved Cost of Equity of 16.44% within 6 years, the re-computed Capacity Fee is submitted to be PhP0.7137/kWh. This translates to a difference of PhP0.1666/kWh from the approved PhP0.5471/kWh for a 10-year ESA. Details of the re-computation is herewith attached to form an integral part hereof as Annex "M";
31. Applying the proposed re-computed Capacity Fee to CPGI's energy from 2011 to 2017, CPGI prays that it be allowed to recover PhP32,752,808.00 to account for the difference between the re-computed rate of PhP0.7137/kWh and the approved PhP0.5471/kWh. A detailed computation of the same is herewith attached as Annex "M-1";
32. In determining a generation rate for the ESA, the Honorable Commission undertook a thorough evaluation of submitted cost components, ensuring a reasonable price of electricity for consumers, while allowing the generator the recovery of just and reasonable costs and a reasonable return to operate viably, as mandated under the EPIRA⁶;
33. It must be pointed out that CPGI has made every effort to seek an extension of the lease agreement, but the NPC unjustly refused, even if it allowed the IPP in Oriental Mindoro to *continue* operating NPC-leased assets after its lease term. It did not help that FICELCO has stopped dispatching CPGI. CPGI now comes to the Honorable Commission to seek its aid in ensuring that its *Decision*, which it issued after careful scrutiny, validation and approval of the ESA and the TCGR indicated therein, is faithfully implemented;
34. In the interest of justice, CPGI petitions the Honorable Commission to allow its full recovery of ERC-approved costs through a re-computation of the Capacity Fee, or through any other alternative remedy as the Honorable Commission may deem appropriate under the circumstances for the faithful implementation of its *Decision* in ERC Case No. 2011-030 RC;
35. On another note, CPGI has also not yet fully recovered allowable charges for standby capacity or for available energy that CPGI was constrained not to deliver due to priority dispatch accorded by FICELCO for hydropower, which

⁶ Section 43 (f);

enjoys must-dispatch status under existing laws. Under the PSA, FICELCO agreed to give priority dispatch to renewable energy based on economic order of merit. This was upheld in the Honorable Commission's *Decision*, allowing payment of standby capacity to be charged by CPGI based on its approved Capacity Fee and Fixed O&M Fee, but in no case shall be in excess of the contracted energy (kWh);

36. Nonetheless, the NPC has unjustly refused to settle CPGI's billings for standby capacity for several billing periods between 26 April 2011 until 25 October 2017, despite fully knowing that CPGI cannot recover from FICELCO beyond the SAGR. Further, when CPGI was required to be on standby to give way to FICELCO's hydropower sources with a more economical rate, this resulted in savings for NPC, at the expense of CPGI. NPC's undue refusal to pay recoverable charges to CPGI deprived the latter of the cost of its money, so much so that CPGI is also constrained to pray for the payment of legal interest, resulting in the amount of Php8,021,557.75. A detailed computation thereof is herewith attached as "Annex M-2";
37. These are just and equitable remedies, which CPGI is constrained to seek, *pro hac vice*.

V. COMPLIANCE WITH PRE-FILING REQUIREMENTS

38. Under *Rule 3, Section 4 of the EPIRA-IRR*, an application or petition for rate adjustment or for any relief affecting the consumers must be accompanied with an acknowledgment of receipt of a copy thereof by the LGU Legislative Body of the locality where the application or petitioner principally operates together with the certification of the notice of publication thereof in a newspaper of general circulation in the same locality;
39. Considering that herein *Petition* seeks as a remedy the re-computation of a component of the generation rate to allow full recovery of ERC-approved costs in ERC Case No. 2011-030 RC, hence, may have an effect on electricity consumers, Petitioner CPGI hereby manifests its compliance with the EPIRA-IRR, to be established by the following:
 - 39.1 Certification/Affidavit of Service to prove service on the Legislative Bodies of Makati City, Province of Catanduanes, and Municipality of Bato, Catanduanes of a copy of herein *Petition* with annexes, to be appended as Annexes "N", "N-1", and "N-2", respectively;
 - 39.2 Notarized Affidavit of Publication to prove that herein *Petition* was published in a newspaper of general circulation in the locality where Petitioner principally operates, to be appended herein as Annex "O"; and

- 39.3 Complete newspaper issue where the *Petition* was published, to be appended herein as Annex "O-1", and the relevant page thereof where the *Petition* appears, as Annex "O-2".

PRAYER

WHEREFORE, premises considered, it is most respectfully prayed for of this Honorable Commission that herein *Petition for Full Recovery of Approved Costs* be **DULY GRANTED** and that a Decision be rendered:

- (a) For the **RE-COMPUTATION** of the approved Capacity Fee to be PhP0.7137/kWh to recover the approved Total Project Cost and realize the approved Cost of Equity, within 6 years of actual ESA implementation;
- (b) For the **PAYMENT** by Respondents FICELCO and NPC of the amount of PhP32,752,808.00 representing the difference between the re-computed Capacity Fee of PhP0.7137/kWh and the approved PhP0.5471/kWh, thereby allowing CPGI the full recovery of ERC-approved costs in ERC Case No. 2011-030 RC; and
- (c) For the **PAYMENT** by Respondent NPC of legal interest for unjust withholding of standby capacity charges beyond the SAGR, for available energy that CPGI was constrained not to deliver due to priority dispatch accorded for hydropower, in the amount of PhP8,021,557.75.

Other reliefs, just and equitable under the foregoing premises are, likewise, most respectfully prayed for.

Finding the said *Petition* to be sufficient in form and substance, with the required fees having been paid, the same is hereby set for determination of compliance with the jurisdictional requirements, expository presentation, pre-trial conference, and presentation of evidence on **23 May 2019 (Thursday) at ten o'clock in the morning (10:00 A.M.) at the FICELCO's Principal Office at Marinawa, Bato, Catanduanes.**

Accordingly, CPGI is hereby directed to:

- 1) Cause the publication of the attached *Notice of Public Hearing* in two (2) newspapers of nationwide circulation in the Philippines at its own expense, twice (2x) within two (2) successive weeks, the dates of publication not being less than seven (7) days apart and the date of the last

publication to be made not later than ten (10) days before the date of the scheduled initial hearing;

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

Moreover, pursuant to Section 6, Rule 5 of the ERC Rules of Practice and Procedure, FICELCO and NPC are hereby directed to file their Comments on the *Petition* within fifteen (15) days from receipt of this *Order*.

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

- 1) The evidence of publication of the attached *Notice of Public Hearing* consisting of affidavits of the Editors or Business Managers of the newspapers where the said *Notice of Public Hearing* were published, and the complete issues of the said newspapers;
- 2) The evidence of actual posting of this *Order* and the attached *Notice of Public Hearing*, consisting of certifications issued to that effect, signed by the Provincial Governor, Mayors and LGU legislative bodies or their duly

authorized representatives, bearing the seals of their offices;

- 3) The evidence of other means employed by CPGI to inform the consumers within the affected areas of the filing of the *Petition*, its reasons therefor, and of the scheduled hearing thereon;
- 4) The evidence of receipt of copies of this *Order* and the attached *Notice of Public 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 *Petition* and its attachments by all those making requests therefor, if any; and
- 6) Such other proofs of compliance with the requirements of the Commission.

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

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

Failure of Petitioner 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.

Petitioner must also be prepared to make an expository presentation of the instant *Petition*, aided by whatever communication medium that it 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 *Petition*

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

Pasig City, 05 March 2019.

FOR AND BY AUTHORITY
OF THE COMMISSION:


JOSEFINA PATRICIA A. MAGPALE-ASIRIT
Commissioner


LS: MFD/ARO/GLO

Copy Furnished:

1. Diccion Law Firm
By: Atty. Mary Ann C. Diccion and Atty. Anna Tricia P. Evangelista
Counsel for Petitioner CPGI
Unit 1708 Jollibee Plaza Building
F. Ortigas Jr. Road, Ortigas Center, Pasig City
2. Catanduanes Power Generation, Inc. (CPGI)
Petitioner
Unit 1507, 15/F, 88 Corporate Center,
Valera corner Sedeño Streets, Salcedo Village, Makati City
Misamis Oriental
3. First Catanduanes Electric Cooperative, Inc. (FICELCO)
Respondent
Marinawa, Bato, Catanduanes
4. National Power Corporation (NPC)
Respondent
NPC Power Complex, Quezon Ave. corner BIR Road
Diliman, Quezon City
5. The Office of the Solicitor General (OSG)
234 Amorsolo Street, Legaspi Village, Makati City
Metro Manila
6. The Commission on Audit (COA)
Don Mariano Marcos Avenue
Diliman, Quezon City, Metro Manila
7. The Committee on Energy
Senate of the Philippines
GSIS Building, Roxas Blvd., Pasay City, Metro Manila
8. The Committee on Energy
House of Representatives
Batasan Hills, Quezon City
9. Office of the President of PCCI
Philippine Chamber of Commerce and Industry (PCCI)

3rd Floor, Chamber and Industry Plaza (CIP)

10. Office of the Governor
Province of Catanduanes
11. Office of the Local Government Unit (LGU) legislative body
Province of Catanduanes
12. Office of the Mayor
Bato, Catanduanes
13. Office of the Local Government Unit (LGU) legislative body
Bato, Catanduanes
14. Office of the Mayor
San Miguel, Catanduanes
15. Office of the Local Government Unit (LGU) legislative body
San Miguel, Catanduanes
16. Office of the Mayor
San Andres, Catanduanes
17. Office of the Local Government Unit (LGU) legislative body
San Andres, Catanduanes
18. Office of the Mayor
Caramoran, Catanduanes
19. Office of the Local Government Unit (LGU) legislative body
Caramoran, Catanduanes
20. Office of the Mayor
Pandan, Catanduanes
21. Office of the Local Government Unit (LGU) legislative body
Pandan, Catanduanes
22. Office of the Mayor
Gigmoto, Catanduanes
23. Office of the Local Government Unit (LGU) legislative body
Gigmoto, Catanduanes
24. Office of the Mayor
Viga, Catanduanes
25. Office of the Local Government Unit (LGU) legislative body
Viga, Catanduanes
26. Office of the Mayor
Panganiban, Catanduanes
27. Office of the Local Government Unit (LGU) legislative body
Panganiban, Catanduanes
28. Office of the Mayor
Bagamanoc, Catanduanes
29. Office of the Local Government Unit (LGU) legislative body
Bagamanoc, Catanduanes

30. Office of the Mayor
Virac, Catanduanes
31. Office of the Local Government Unit (LGU) legislative body
Virac, Catanduanes
32. Office of the Mayor
Baras, Catanduanes
33. Office of the Local Government Unit (LGU) legislative body
Baras, Catanduanes
34. Regulatory Operations Service (ROS)
Energy Regulatory Commission
17th Floor, Pacific Center, San Miguel Avenue, Pasig City