

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



**IN THE MATTER OF THE
JOINT APPLICATION FOR
APPROVAL OF THE POWER
SUPPLY CONTRACT (PSC)
ENTERED INTO BY AND
BETWEEN ILOCOS SUR
ELECTRIC COOPERATIVE,
INC. (ISECO) AND SMC
CONSOLIDATED POWER
CORPORATION (SCPC),
WITH PRAYER FOR
CONFIDENTIAL
TREATMENT OF
INFORMATION**

ERC CASE NO. 2016-110 RC

**ILOCOS SUR ELECTRIC
COOPERATIVE, INC.
(ISECO) AND SMC
CONSOLIDATED POWER
CORPORATION (SCPC),
Applicants.**

D O C K E T E D
Date: SEP 20 2016
By: W/.....

X ----- X

ORDER

On 29 April 2016, Ilocos Sur Electric Cooperative, Incorporated (ISECO) and SMC Consolidated Power Corporation (SCPC) filed a *Joint Application with Prayer for Confidential Treatment of Information* seeking the Commission's approval of the Power Supply Contract (PSC) entered into by both parties.

In their *Joint Application*, ISECO and SCPC alleged the following:

The Joint Applicants

1. ISECO is an electric cooperative duly registered with the National Electrification Administration (NEA) pursuant to

A handwritten signature or mark, possibly a stylized 'J' or 'S', located at the bottom right of the page.

Presidential Decree No. 269, as amended, with principal office address at Santiago, Ilocos Sur. It holds a franchise to operate light and power services in the Cities of Candon and Vigan, and in the Municipalities of Alilem, Banayoyo, Bantay, Burgos, Cabugao, Caoayan, Cervantes, Gregorio Del Pilar, Galimuyod, Lidlidda, Magsingal, Nagbukel, Narvacan, Quirino, Salcedo, San Ildefonso, San Juan, San Emilio, San Esteban, San Vicente, Santa, Sta. Catalina, Sta. Cruz, Santiago, Sigay, Sinait, Sta. Lucia, Sta. Maria, Sto. Domingo, Sugpon, Suyo and Tagudin, all in the Province of Ilocos Sur (Franchise Area). It shall also be herein referred to as the "Buyer";

2. SCPC is a corporation duly created and existing by and under the laws of the Republic of the Philippines, with business address at the No. 40 San Miguel Avenue, Mandaluyong City. It shall also be herein referred to as the "Seller";

3. The Joint Applicants may be served with the orders, notices and other processes of the Honorable Commission through their respective undersigned counsels at the addresses indicated herein;

Nature of the Application

4. The Joint Application for approval of the Power Supply Contract (PSC) dated 16 April 2015 entered into by and between ISECO and SCPC, is being submitted to the Honorable Commission for its review and approval pursuant to Sections 25 and 45(b) of Republic Act No. 9136, otherwise known as the Electric Power Industry Reform Act of 2001 or the EPIRA, Rules 5, Section 4(e) and 11, Section 5 of its Implementing Rules and Regulations (IRR), Rule 20(B) of its Rules of Practice and Procedure, and other pertinent rules and regulations;

Statement of Facts

5. **Competitive Selection Process (CSP).** After a continuous assessment of its power requirements, ISECO determined that there is a need to contract for additional base and peaking supply. In doing so, it resorted into extensive forecasting methods and performed optimization models and analyses for the rate impact thereof. The need for additional supply is also necessary to forestall too much exposure from the spot market and avoid the price volatility thereof, particularly, during the summer months. ISECO initially requested from its current power supplier, GNPowder Mariveles Coal Plant Ltd. Company (GMCP), to provide the additional power requirements but the latter could not accommodate such request because it was already fully contracted;

Having established the details, ISECO, through a letter, in informed the Honorable Commission of its intent to conduct a CSP. Aside from the publications of its "Invitation to Bid", ISECO also personally invited several generation companies through phone calls to participate in the bidding process. Parenthetically, SCPC



was the lone power supplier who responded and presented a formal offer;

After a comprehensive study, ISECO's Technical Working Committee concluded that SCPC's offer is favorable to the distribution utility's requirements primarily taking into consideration the exigency of additional supply. It further concluded that since SCPC will still be at the testing and commissioning stage by the time ISECO requires the additional supply, an interim power supply from San Miguel Energy Corporation (SMEC) is, likewise, necessary to bridge the gap until such time that SCPC commences commercial operations;

Thus, on 16 April 2015, it executed a PSC with SCPC, subject of the Joint Application;

6. Salient Features of the PSC.

6.1 Contract Capacity. The Contracted Capacity for the duration of the PSC shall be 5,000 kW. The Buyer shall maintain a minimum hourly nomination of at least forty percent (40%) of the Contract Capacity for the duration of the said PSC. The Contract Capacity shall be subject to a separate Nomination Protocol;

6.2 Generation Source. SCPC is constructing a 2 x 150 MW Circulating Fluidized Bed Coal-Fired Thermal Power Plant (the Plant) located in Barangay Lamao, Limay, Bataan, which is expected to be commercially operational by the 3rd quarter of calendar year 2016;

6.3 Contract Term. The PSC shall take effect between the Parties on the date of signing (Execution Date) and shall remain effective for a period of ten (10) years from Commercial Operations Date (COD). The supply of electric power by the Seller shall commence on COD and shall continue until the end of the Contract Term;

6.4 Contract Charges. Under the PSC, the Buyer shall pay the following Contract Charges for the duration of the Contract, subject to the applicable value-added tax (VAT), and computed as follows:

Particulars	Unit	Amount
Capacity Fee		
Capital Recovery Fee	PhP/kW-month	1,371.2920
Fixed Operation and Maintenance Fee	PhP/kW-month	383.8079
Total Capacity Fee		1,755.0999
Energy Fee		
Variable Operation and Maintenance Fee	PhP/kWh	0.2831
Fuel Fee (pass through)	PhP/kWh	1.6566
Total Energy Fee		1.9397

6.5 Other Charges. The Buyer shall bear all other costs and charges including but not limited to transmission line losses, line rental, site specific loss adjustments, and adjustments for must-run units, among others;

6.6 Adjustment Formula. The Contract Charges are adjusted on a monthly basis in accordance with the following Adjustment Formula (Annex II-B of the PSC):

$$\text{MONTHLY CONTRACT CHARGES} = \text{Capacity Charges}_{\text{month}} + \text{Energy Charges}_{\text{month}}$$

Where:

Capacity Charges = Capital Recovery Fee (CRF) + Fixed Operation and Maintenance Fee (FOM)

Energy Charges = Variable Operation and Maintenance Fee (VOM) + Fuel Fee + Start-up Charge

I. CAPITAL RECOVERY FEE (CRF_{month})

$$\text{CRF}_{\text{month}} = \text{CRF}_{\text{adjusted}} \times \text{CC}$$

Where:

$\text{CRF}_{\text{adjusted}} = (\text{CRF}_{\text{base}} \times 0.30) + (\text{CRF}_{\text{base}} \times 0.70 \times \frac{\text{FX}_m}{\text{FX}_o})$

CRF_{base} = Capital Recovery Fee in PhP/kW-month contained in Annex II-A of the PSC

FX_m = The simple average of the daily exchange rate of the Philippine Peso to the US Dollar, as posted by the *Bangko Sentral ng Pilipinas* (BSP) for the calendar month within which the start of the current Billing Period occurs

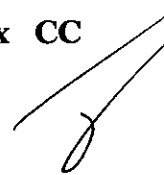
FX_o = Exchange rate of the Philippine Peso to the US Dollar, Base = PhP44.00

CC = Contract Capacity in kW

II. FIXED OPERATION AND MAINTENANCE FEE (FOM_{month})

$$\text{FOM}_{\text{month}} = \text{FOM} \times \frac{\text{PHCPI}_m}{\text{PHCPI}_o} \times \text{CC}$$

Where:



FOM = Fixed Operation and Maintenance Fee in PhP/kW-month contained in Annex II-A of the PSC

PHCPI_m = Philippine Consumer Price Index (CPI) for All Income Households in the Philippines – All Items (2006=100), as posted by the Philippine National Statistics Office (NSO) for the calendar month within which the start of the current Billing Period occurs

PHCPI_o = Philippine CPI for All Income Households in the Philippines – All Items (2006=100), as posted by the Philippine NSO for the calendar month of the COD

CC = Contract Capacity in kW

III. VARIABLE OPERATION AND MAINTENANCE FEE (VOM_{month})

$$\text{VOM}_{\text{month}} = \left[\left(0.85 \times \text{VOM} \times \frac{\text{USCPI}_m}{\text{USCPI}_o} \times \frac{\text{FX}_m}{\text{FX}_o} \right) + \left(0.15 \times \text{VOM} \times \frac{\text{PHCPI}_m}{\text{PHCPI}_o} \right) \right] \times \text{AE}$$

Where:

VOM = Variable Operation and Maintenance Fee in PhP/kWh contained in Annex II-A of the PSC

USCPI_m = United States (US) CPI for All Urban Consumers – All Items (1982-84=100), as posted by the United States Bureau of Labor Statistics (USBLS) for the calendar month within which the start of the current Billing Period occurs

USCPI_o = US CPI for All Urban Consumers – All Items (1982-84=100) for the calendar month of the COD

FX_m = The average daily exchange rate of the Philippine Peso to the US Dollar, as posted by the BSP for the calendar month within which the start of the current Billing Period occurs

FX_o = Exchange rate of the Philippine Peso to the US Dollar, Base=PhP44.00

PHCPI_m = Philippine CPI for All Income Households in the Philippines – All Items (2006=100), as posted by the Philippine NSO for the calendar month within which the start of the current Billing Period occurs

PHCPI₀ = Philippine CPI for All Income Households in the Philippines – All Items (2006=100), as posted by the Philippine NSO for the calendar month of the COD

AE = Associated Energy in kWh delivered to the Buyer by the Seller during the current Billing Period at the Delivery Points stated in Annex III of the PSC

The Parties agree to adopt changes in any of the inflationary indices subject to prior notification by the Seller to the Buyer for the occurrence of any of the following events: a) shift made in the base year and other adjustments to such inflation index made by the relevant authorized entity; or b) the inflation index: i) becomes unavailable, ii) is replaced by a new benchmark rate as determined by the relevant authorized entity or its successor-in-interest, iii) ceases to exist, or iv) in the reasonable determination of either Party, fails to reflect the real costs and forms an integral part of this price adjustment formula;

IV. FUEL FEE (Fuel_{month})

$$\text{Fuel}_{\text{month}} = \left[\left(\frac{\text{FuelCost} + \text{FreightCost}}{1,000} \right) \times \text{CR} \times \text{FX}_m \right] \times \text{AE}$$

Where:

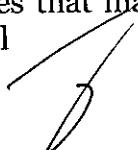
Fuel Cost = Base Fuel Cost, in USD/MT $\times \frac{\text{Newcastle}_m}{\text{Newcastle}_0}$

Newcastle_m = Average monthly coal price index in USD/MT as posted by global coal on the website www.globalcoal.com for the calendar month within which the start of the current Billing Period occurs

Newcastle₀ = Coal price index equivalent to USD74.00/MT

Base Fuel Cost = Blended Cost equivalent to USD62.69/MT

Freight Cost = Actual Transport Costs in USD/MT which includes but not limited to port charges, fuel insurance, wharfage fees, excise tax, handling, customs brokerage fees, custom duties, stevedores and arrastre costs, tuggage costs, survey fee, towage, pilotage, light dues, mooring and unmooring, berthing and de-berthing, and tonnage dues and sundries on the coal used during the current Billing Period. Freight costs shall include all other existing and future taxes, fees, imposts and other charges that may be imposed on the transport of coal



- CR = Consumption rate at 0.70kg/kWh escalated annually by one and a half percent (1.5%) or the actual plant fuel consumption rate, whichever is lower
- FX_m = The average daily exchange rate of the Philippine Peso to the US Dollar, as posted by the BSP for the calendar month within which the start of the current Billing Period occurs
- FX_o = Exchange rate of the Philippine Peso to the US Dollar, Base=PhP44.00
- AE = Associated Energy in kWh delivered to the Buyer by the Seller during the current Billing Period at the Delivery Points stated in Annex III of the PSC

The Parties further agree that when any or all of the above components of the Fuel Cost no longer reflect the Seller's actual cost of coal (including the FOB price, coal indexation, premiums, among others), the Fuel Cost shall be computed based on the Seller's actual cost of fuel subject to the Seller's prior notification to the Buyer;

V. Start-up Charge (per Unit and per Start-up) - to be added on top of VOM & Fuel charges

Cold Start-up – downtime of eight (8) hours and above

$$\text{Start Up Charge} = 130,000 \text{ liters} \times \text{LFO}_m \times \frac{\text{CC}}{\text{TPC}}$$

Warm Start-up – downtime of less than eight (8) hours

$$\text{Start Up Charge} = 36,000 \text{ liters} \times \text{LFO}_m \times \frac{\text{CC}}{\text{TPC}}$$

Where:

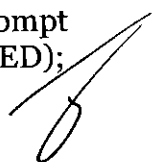
LFO_m = The actual price of diesel oil in PhP/liter as billed by supplier of diesel oil applicable for the Billing Period

CC = Contract Capacity in kW

TPC = Total plant capacity (net) per unit in kW

6.7 Sources of Funds. SMC Global Power Holdings Corporation, SCPC's parent company, advances the funds allowing for the on-going construction of the Plant. SCPC is working on having a financial close by March 30, 2015 with a target Debt to Equity ratio of 70%:30%;

6.8 Discounts. The Seller provides for both Prompt Payment Discount (PPD) and Collection Efficiency Discount (CED);



a) **PPD.** The Buyer may avail of the PPD equivalent to one percent (1%) of the total of the Capacity and Energy Charges and other components of the current power bill, provided that:

i. The Buyer has no arrears from previous power billings including the Security Deposit or any unpaid charges or penalties including VAT;

ii. The Buyer has submitted all necessary Bureau of Internal Revenue (BIR) Tax Certificates for all taxes withheld;

iii. The Buyer pays the power bill in full on or before the 10th day of the calendar month following the current Billing Period; and

iv. The Buyer complies with other policies and procedures as may be required by the Seller, subject to prior notification by the Seller to the Buyer;

b) **CED.** The Buyer shall be entitled to the following CED:

Collection Efficiency Levels	Discount, PhP/kWh
Below 65%	None
66% to 75%	0.05
76% to 85%	0.10
86% to 95%	0.15
96% and above	0.20

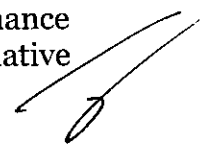
In order for the Buyer to avail of the CED, it must comply with the following conditions:

i. The Buyer has no outstanding obligations to the Seller from previous power bills including VAT; and

ii. The Buyer shall submit to the Seller: a duly accomplished CED Availment Form; a copy of its Monthly Financial and Statistical Report (MFSR)/Collection Efficiency Report signed by its Finance Manager and General Manager, stamped "received" by the NEA; Audited Financial Statements (AFS) stamped "received" by the BIR (to be submitted to the Seller within three (3) calendar days from receipt of the BIR; and zero (0)-rated VAT certificates as updated monthly; and

6.9 Outages. The Seller shall not be obligated to deliver energy to the Buyer during the Annual Outage Allowance of: seven hundred twenty (720) cumulative outage hours for each Contract Year for each Unit of the Power Plant for Scheduled Outages, and four hundred thirty eight (438) cumulative outage hours for each Contract Year for each Unit of the Power Plant for Forced Outages;

The Seller shall be allowed an additional Major Maintenance Outage Allowance of seven hundred twenty (720) cumulative



outage hours once every five (5) years from the first Major Maintenance of each Unit of the Power Plant. The Seller is not obligated to deliver energy during the said Major Maintenance Outage;

Unutilized Outage Allowance or Major Maintenance Outage hours shall not be carried forward to any subsequent Contract Year; and

6.10 Replacement Power. During the Annual Outage Allowance or Major Maintenance Outage hours, the Seller may procure replacement energy from other sources, the cost of which shall be passed-on to the Buyer;

Rate Impact on ISECO's Overall Generation Rate

7. The indicative rate impact on ISECO's overall generation rate with and without the supply from SCPC are as follows:

Year	Without SCPC (PhP/kWh)	With SCPC (PhP/kWh)	Increase/ (Decrease) (PhP/kWh)
2015	3.7129	3.6668	(0.0461)
2016	3.8689	3.7742	(0.0947)
2017	3.8779	3.8141	(0.0638)
2018	4.0142	3.9263	(0.0879)
2019	4.1406	4.0668	(0.0738)
2020	4.1654	4.1047	(0.0607)

8. Environmental Compliance Certificate (ECC). On 17 September 2013, the Department of Environment and Natural Resources (DENR) has issued ECC No. ECC-CO-1305-0019 in favor of SCPC;

9. Board of Investments (BOI) Certificate. On 20 September 2013, the Power Plant Project was registered with the BOI which issued Certificate of Registration No. 2013-194;

10. Certificate of Compliance (COC). The Power Plant is still under construction and the target/estimated COD is sometime in August 2016. Hence, it is not yet covered by a COC. Nonetheless, SCPC undertakes to file the necessary application for a COC at least three (3) months before the target COD;

11. Further, SCPC's Power Plant is considered as a committed project, and is in the process of securing a certification from the Department of Energy (DOE) that the same is consistent with the Power Development Plan (PDP). It undertakes to submit the certification as soon as the same becomes available;

12. Furthermore, SCPC undertakes to submit a certification from the National Power Corporation (NPC) on the insufficiency of supply within the Luzon Region during the term of the PSC;

Compliance with the Pre-filing Requirements

13. Copies of the foregoing documents and/or information are attached to the Joint Application as annexes and made integral parts hereof:

Annex	Documents/Information
A	SCPC's Articles of Incorporation
B	SCPC's Certificate of Registration issued by the Securities and Exchange Commission (SEC)
C	SCPC's Latest General Information Sheet (GIS)
D	SCPC's Certificate of Registration with the BOI
E	ECC issued by the DENR to the Circulating Fluidized Bed Coal-Fired Thermal Power Plant Project of SCPC
F	PSC entered into by and between ISECO and SCPC
G and Series	<p>Details of the PSC:</p> <p>Executive Summary</p> <p>Sources of Funds/Financial Plans Debt/Equity Ratio Project Cost Computation of Return on Investment (ROI)/Weighted Average Cost of Capital (WACC) Certification from the Bank/Lending Institution specifying the principal amortization, term and interest during the cooperation period of the loan agreement</p> <p>Purchased Power Rate Breakdown of the base prices Sample Computation of Power Rates with the supporting documents on the assumptions taken Rate Impact Study/Simulation Statement of impact on the overall rates of ISECO once the contract is approved Basis/Rationale of indexation and level of indexation</p> <p>Cash Flow Initial Costs Breakdown of Operating and Maintenance expenses Minimum Energy Off-take (MEOT)</p>
H	Details of the Power Rate Calculations and Financial Model (Confidential)
I, I-1 and I-2	Contracts for the Supply, Construction and Supervision for the Power Plant (Confidential)

J	Details of the Fuel Procurement Process
K	Transmission Service Agreement (TSA) between the National Grid Corporation of the Philippines (NGCP) and ISECO
L and Series	Acknowledgment receipts by the Sangguniang Pambayan of Santiago, the Sangguniang Panlalawigan of Ilocos Sur, and the Sangguniang Panlungsod of Mandaluyong City, of copies of the Joint Application (including annexes)

14. Further, in compliance with Article VI, Sections 1 and 2 of the Honorable Commission's *Guidelines for the Recovery of Costs for the Generation Component of the Distribution Utilities' (DU) Rates*, copies of the foregoing are, likewise, attached to the Joint Application as annexes and made integral parts hereof:

Annex	Documents/Information
N	Relevant technical and economic characteristics of the generation capacity, installed capacity, mode of operation, and dependable capacity
O	Costs analysis of the proposed pricing provisions of the PSC
P and Series	Details of the Competitive Selection Process (CSP) undertaken by ISECO leading to the selection of SCPC as its supplier, including invitations to participate and submit proposals, Terms of Reference (TOR), proposals and/or tender offers received by ISECO, ISECO's Special Bids and Awards Committee (SBAC) Evaluation Report; ISECO's Board Resolution confirming the said SBAC Evaluation Report, and the Notice of Award to SCPC
Q and Series	Details of the interconnection facility of the SCPC Power Plant
R	ISECO's latest Distribution Development Plan (DDP) and Load Forecast Projections
S	Demand Side Management (DSM) Program that could be implemented by ISECO if approved by the Honorable Commission
T	SCPC's latest Audited Financial Statements (AFS), Balance Sheet, Income Statement, and Statement of Cash Flows
T-1	Bank Certification of Long-term Loans, including Schedule of Original Loan (principal amount, interest payable and term of the loan) and Updated Balances (principal amount, interest payable and penalties, if any and remaining term of the loan)
T-2	Operating Expenses for the Power Plant and General and Administrative Expense
T-3	Certification from the engine manufacturer or SCPC of the net heat rate in liters per kWh
T-4	Simulation on the number of operating units

2

	necessary to meet the MEOT and/or additional energy/demand requirements of ISECO
T-5	Potential Cost (absolute amounts and PhP/kWh) of Ancillary Services as and when SCPC or ISECO is connected to the main grid

15. Furthermore, the Joint Application is consistent and in accordance with the first (1st) and fifth (5th) "Whereas clauses" of the DOE Circular No. 2003-12-11 which are quoted hereunder:

"WHEREAS, Section 2 of Republic Act No. 9136, also known as the Electric Power Industry Reform Act of 2001 or EPIRA, declared as a policy of the State, among others, [to ensure the quality, reliability, security and affordability of the supply of electric power;] (first "whereas clause", Department of Energy Circular No. 2003-12-11. *Underscoring supplied.*)

"WHEREAS, pursuant to Section 23 of EPIRA, all distribution utilities, as defined in the law, SHALL HAVE THE OBLIGATION TO SUPPLY ELECTRICITY IN THE LEAST COST MANNER TO ITS CAPTIVE MARKET subject to the collection of retail rate duly approved by the Energy Regulatory Commission;" (fifth "whereas clause", *ibid.* *Underscoring supplied.*)

16. The Joint Application is, likewise, consistent with Section 1 of the same Department Circular which declares as State policy, that:

"All distribution utilities must henceforth take cognizance and assume full responsibility to forecast, assure and contract for the supply of electric power in the respective franchise areas to meet their obligations as a distribution utility." (*Underscoring supplied.*)

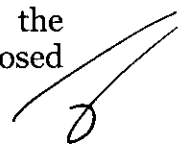
17. By way of emphasis, Resolution No. 21, Series of 2005 of the Honorable Commission dated 19 October 2005 had directed all Distribution Utilities (DUs) "to enter into future bilateral power supply contract with power producers to be subjected to a review by the Commission." (*Underscoring supplied.*)

18. The PSC with SCPC was made to ensure the continuous supply of power to ISECO and due to the former's competitive pricing structure and other favorable terms of its contract, which will redound to the benefit of the latter and its end-consumers in terms of reliable and affordable power supply;

Allegations in Support of the Confidential Treatment of Annexes "H", and "I", "I-1", and "I-2"

19. Rule 4 of the Honorable Commission's Rules of Practice and Procedure provides that ISECO and SCPC may request that information may not be disclosed;

20. SCPC prays for the confidential treatment of the information contained in the following annexes, and not disclosed



except to the officers and staff of the Honorable Commission and its staff:

Annex	Documents and/or Information
H	Details of the Power Rate Calculations and Financial Model (Confidential)
I, I-1 and I-2	Contracts for the Supply, Construction and Supervision for the Power Plant (Confidential)

21. **Annex "H"** contains the details of SCPC's power rate calculations and financial model as well as the manner by which these were derived. These information are proprietary in nature and should be protected as trade secrets as contemplated by law and jurisprudence. In the case of *Air Philippines Corporation vs. Pennswell, Inc.*¹, the Supreme Court defined a trade secret, as follows:

"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 an advantage over competitors who do not possess the information.** Generally, a trade secret is a process or device intended for continuous use in the 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. The inventor, discoverer, or possessor of a trade secret or similar innovation has rights therein which may be treated as property, and ordinarily an injunction will be granted to prevent the disclosure of the trade secret by one who obtained the information "in confidence" or through a "confidential relationship". American jurisprudence has utilized the following factors to determine if an information is a trade secret, to wit:

- (1) the extent to which the information is known outside of the employer's business;
- (2) the extent to which the information is known by employees and others involved in the business;
- (3) the extent of measures taken by the employer to guard the secrecy of the information;
- (4) the value of the information to the employer and to competitors;
- (5) the amount of effort or money expended by the company in developing the information; and
- (6) the extent to which the information could be easily or readily obtained through an independent source."*(citations omitted, emphasis supplied)*

¹ G.R. No. 172835, December 13, 2007

22. The interest of the consuming public is sufficiently protected by the review and evaluation of the rates under the PSC by the Honorable Commission, without the need to disclose the contents of **Annex "H"**. The reasonableness and transparency of the prices of electricity is to be assured by the Honorable Commission through its own review and verification of SCPC's operating costs and expenses;

23. More importantly, SCPC's competitors, should they obtain the information in **Annex "H"**, will gain undue advantage thereon and have the opportunity to use the same in their operations. The negotiating power of SCPC with parties it plans to contract with or who it is currently doing business with, will clearly be thwarted if it is compelled to disclose such information;

24. Further, **Annexes "I", "I-1", and "I-2"** pertain to the Supply, Construction, and Supervision Contracts, respectively, for the Power Plant. These contracts have counter-parties who are not parties to the Joint Application. They contain highly technical designs, drawings and other information which are the intellectual property and trade secrets of the counter-parties, and therefore should not be disclosed to the public. ISECO and SCPC, likewise, pray for the confidential treatment of **Annexes "I", "I-1", and "I-2"**, under the same premises above; and

25. Accordingly, ISECO and SCPC submit one (1) copy each of **Annexes "H", "I", "I-1", and "I-2"**, in a sealed envelope, with the said envelope and each page of the documents and/or information stamped with the word "*Confidential*".

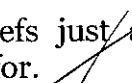
Prayer

WHEREFORE, the foregoing premises considered, the Joint Applicants Ilocos Sur Electric Cooperative, Incorporated (ISECO) and SMC Consolidated Power Corporation (SCPC) most respectfully pray that after due notice and hearing, the Honorable Commission:

1. **ISSUE** an Order treating **Annexes "H", "I", "I-1", and "I-2"**, and all the information contained therein as confidential, directing their non-disclosure to persons other than the officers and staff of the 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, pursuant to Rule 4 of its Rules of Practice and Procedure; and

2. **ISSUE** a Decision approving the Joint Application and the PSC between ISECO and SCPC, and authorizing ISECO to charge and collect the fees therein from its member-consumers.

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



Finding the said Application 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 **26 October 2016 at nine o'clock in the morning (9:00 A.M.), at the ISECO Main Office, Bigbiga, Santiago, Ilocos Sur.**

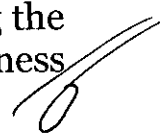
Applicants ISECO AND SCPC are hereby directed to cause the publication of the attached Notice of Public Hearing in two (2) newspapers of nationwide circulation in the Philippines at their own expense, twice (2x) within two (2) successive weeks, the dates of publication not being less than seven (7) days apart and the date of the last publication to be made not later than ten (10) days before the date of the scheduled initial hearing. They are also directed to inform the consumers within the franchise area of ISECO, by any other means available and appropriate, of the filing of the Application, its reasons therefor, and of the scheduled hearing thereon.

Let copies of the Application, this Order, and the attached Notice of Public Hearing be furnished 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.

Likewise, let copies of this Order and the attached Notice of Public Hearing be furnished the Offices of the Provincial Governors, the City and Municipality Mayors, and the Local Government Unit (LGU) legislative bodies within ISECO's franchise area for the appropriate posting thereof on their respective bulletin boards.

Applicants ISECO and SCPC are hereby directed to furnish all those making requests therefor with copies of the Application and its attachments, subject to reimbursement of reasonable photocopying costs.

On the date of the initial hearing ISECO must submit to the Commission its written Compliance with the jurisdictional requirements attaching therewith, methodically arranged and duly marked, the evidence on the actual posting and publication of the Notice of Public Hearing consisting of certifications issued to that effect, signed by the afore-mentioned Governors, Mayors, and LGU legislative bodies or their duly authorized representatives, bearing the seals of their offices, and the affidavits of the Editors or Business



Managers of the newspapers where the said Notice of Public Hearing were published together with the complete issues of the said newspapers, and such other proofs of compliance with the requirements of the Commission.

ISECO, SCPC and all interested parties are directed 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:

- a. A summary of admitted facts and proposed stipulation of facts;
- b. The issues to be tried or resolved;
- c. The documents or exhibits to be presented, stating the purposes and proposed markings therefore; and
- d. The number and names of the witnesses, with their written testimonies in an individual affidavit form, to be attached to the Pre-trial Brief.

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

As part of the Pre-trial Conference, ISECO and SCPC must also be prepared to make an expository presentation of their Application, aided by whatever communication medium that they may deem appropriate for the purpose, in order to put in plain words and explain, for the benefit of the consumers and other concerned parties, what the Application is all about and the reasons and justifications being cited in support thereof.

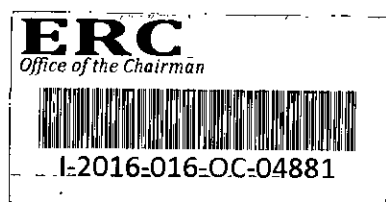

SO ORDERED.

Pasig City, 07 September 2016.

FOR AND BY AUTHORITY
OF THE COMMISSION:


JOSE VICENTE B. SALAZAR
Chairman and CEO

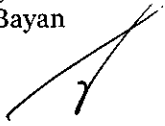
LS: IOE/APV



Copy Furnished:

1. Atty. Jeremiah D. Francisco
DeChavez & Evangelista Law Offices
Counsel for Applicant ISECO
1609-1610, Tycoon Centre, Pearl Drive, Ortigas Center, Pasig City
2. Atty. Jupiter M. Cabaguio and Atty. Avelino G. Cedo III
Counsel for Applicant SCPC
23rd Floor, San Miguel Properties Center, No. 7, Saint Francis Street, Mandaluyong City
3. Ilocos Sur Electric Cooperative, Inc. (ISECO)
Applicant
Bigbiga, Santiago, Ilocos Sur
4. SMC Consolidated Power Corporation (SCPC)
Applicant
40, San Miguel Avenue, Mandaluyong City
5. Office of the Solicitor General
134 Amorsolo Street, Legaspi Village, Makati City
6. Commission on Audit
Commonwealth Avenue, Quezon City
7. Senate Committee on Energy
GSIS Bldg. Roxas Blvd., Pasay City
8. House Committee on Energy
Batasan Hills, Quezon City
8. Office of the President
Philippine Chamber of Commerce and Industry (PCCI)
3rd Floor, Chamber and Industry Plaza (CIP), 1030 Campus Avenue corner Park Avenue,
McKinley Town Center, Fort Bonifacio, Taguig City
9. Office of the Governor and the
Office of the Sangguniang Panlalawigan
Province of Ilocos Sur
10. Office of the City Mayor and the
Office of the Sangguniang Panglungsod
Candon City, Ilocos Sur
11. Office of the City Mayor and the
Office of the Sangguniang Panglungsod
Vigan City, Ilocos Sur

ERC CASE NO. 2016-110 RC
ORDER/ 07 SEPTEMBER 2016
Page 18 of 19

12. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Alilem, Ilocos Sur
 13. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Banayoyo, Ilocos Sur
 14. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Bantay, Ilocos Sur
 15. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Burgos, Ilocos Sur
 16. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Cabugao, Ilocos Sur
 17. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Caoayan, Ilocos Sur
 18. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Cervantes, Ilocos Sur
 19. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
G. Del Pilar, Ilocos Sur
 20. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Galimuyod, Ilocos Sur
 21. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Lidlida, Ilocos Sur
 22. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Magsingal, Ilocos Sur
 23. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Nagbukel, Ilocos Sur
 24. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Narvacan, Ilocos Sur
 25. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Quirino, Ilocos Sur
 26. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Salcedo, Ilocos Sur
 27. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
San Ildefonso, Ilocos Sur
 28. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
San Juan, Ilocos Sur
- 

ERC CASE NO. 2016-110 RC
ORDER/ 07 SEPTEMBER 2016
Page 19 of 19

29. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
San Emilio, Ilocos Sur
30. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
San Esteban, Ilocos Sur
31. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
San Vicente, Ilocos Sur
32. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Santa, Ilocos Sur
33. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Sta. Catalina, Ilocos Sur
34. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Sta. Cruz, Ilocos Sur
35. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Santiago, Ilocos Sur
36. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Sigay, Ilocos Sur
37. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Sinait, Ilocos Sur
38. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Sta. Lucia, Ilocos Sur
39. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Sta. Maria, Ilocos Sur
40. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Sto. Domingo, Ilocos Sur
41. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Sugpon, Ilocos Sur
42. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Suyo, Ilocos Sur
43. Office of the Municipal Mayor and the
Office of the Sangguniang Bayan
Tagudin, Ilocos Sur

