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

ENERGY REGULATORY COMMISSION Approved for Posting www.erc.gov.ph

IN THE MATTER OF THE APPLICATION FOR THE APPROVAL OF THE POWER SUPPLY AGREEMENT (PSA) BETWEEN SULTAN KUDARAT ELECTRIC COOPERATIVE, INC. (SUKELCO) AND KING ENERGY GENERATION, INC. (KEGI), WITH PRAYER FOR THE ISSUANCE OF A PROVISIONAL AUTHORITY

ERC CASE NO. 2015-209 RC

SULTAN KUDARAT ELECTRIC COOPERATIVE, INC. (SUKELCO) and KING ENERGY GENERATION, INC. (KEGI),

Applicants.

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DOCKETED
Date: FEB 16 2016
By: M

NOTICE OF PUBLIC HEARING

TO ALL INTERESTED PARTIES:

On 11 December 2015, Sultan Kudarat Electric Cooperative, Inc. (SUKELCO) and King Energy Generation, Inc. (KEGI) filed their joint Application for approval of their Power Sales Agreement (PSA), with prayer for the issuance of provisional authority.

In support of said Application, SUKELCO and KEGI alleged, among others, the following:

1. Applicant SUKELCO is a non-stock, non-profit electric cooperative existing pursuant to Presidential Decree (P.D.) 269, as amended, with postal address at SUKELCO Building, National Highway, Tacurong City. It is represented in the

Application by SUKELCO's OIC-General Manager, Ms. Claudia A. Pondales, who was authorized pursuant to SUKELCO Board Resolution No. 169, Series of 2015 (Annex "A" of the Application).

2. Applicant KEGI is a domestic corporation organized and existing under the laws of the Republic of the Philippines, with postal address at Misamis Oriental Power Plant (MOPP-1), Barangay San Luis Gingoog City, Misamis Oriental. It is represented in the Application by KEGI's President, Mr. Edgardo L. Salvame, who was authorized pursuant to KEGI's Board Resolution No. 077, Series of 2015 (Annex "B" of the Application).

3. The Application was filed pursuant to Rule 20 (B) of the ERC Rules of Practice and Procedure and other relevant rules and regulations issued relative to the approval of PSAs.

4. In Compliance with the pre-filing requirements under Rule 6 of the ERC Rules of Practice and Procedure, the Legislative Bodies of the City of Tacurong and the Province of Sultan Kudarat, where SUKELCO principally operates, were served with copies of the Application and all Annexes thereof.

5. SUKELCO also caused the publication of the entire Application in Gold Star Daily, a newspaper of general circulation within SUKELCO's franchise area: City of Tacurong and Municipalities of Isulan, Esperanza, Bagumbayan, Pres. Quirino, Lambayong, Columbio, Palimbang, Senator Ninoy Aquino, Lebak, and Kalamansig, all in the Province of Sultan Kudarat; and the Municipalities of Buluan, Datu, Paglas, General S.K. Pendatun and Paglat, all in the Province of Maguindanao. The Affidavit of Publication and the newspaper where the Application was published were attached as Annexes "D" to "D-3" of the Application.

STATEMENT OF FACTS

6. **Shortage of Power Supply in the Mindanao Grid**. The Mindanao Grid has long been suffering from a deficit in its power supply. The Generating capacity in the Grid is no longer sufficient to meet the power requirements of Mindanao.

7. **Power Suppliers of SUKELCO**. SUKELCO is heavily dependent on Hydro-powered electricity from NPC-PSALM. In its Contract for the Supply of Electric Energy (CSEE), which covers a period of four (4) years from 26 December 2012 to 25 December 2016, the average contracted capacity is 10.0 MW (Annexes "E" to "E-25"). However, NPC-PSALM could only deliver 8.68 MW in 2015 and was projected to be reduced further to 6.94 MW in 2016. The Historical and Forecasted Supply and Demand Scenario from 2010 to 2020 was attached as Annex "F" of the Application.

8. In addition to NPC-PSALM, SUKELCO contracted with Therma Marine, Inc. (TMI), for 5 MW which will last in 2017 and Therma South Inc. (TSI), for 8 MW which was supposed to start at 6 MW in 2015 and at 8 MW for the remaining term of the contract. It has likewise entered into a power supply agreement with DMCI Power Corporation (DPC), for 3.0 MW until 2018.

9. TSI commenced power delivery to SUKELCO on 18 September 2015 but after two (2) months, the plant underwent emergency shutdown owing to some technical problems of its power plant. This is also aggravated by the failure of DPC to deliver power as contracted this year, also citing technical problems. This resulted to a power deficiency of 10 MW for the current year.

10. Starting 2018, GN Power Kauswagan, Inc. is expected to deliver SUKELCO 14.32 MW of power.

11. The subject matter of this joint application is the 2.65 MW power which SUKELCO expects KEGI to deliver immediately. The total supply for 2015 and 2016, actual and projected, are 22.68 MW and 25.59 MW, respectively.

12. **Drastic Reduction in NPC-PSALM's Supply**. Recently, NPC-PSALM reduced its power supply allocations to distribution utilities in Mindanao, including SUKELCO, by about thirty percent (30%), further aggravating the power shortage. SUKELCO's Contract for the Supply of Electric Energy with NPC-PSALM will expire in December 2016, after which any allocation is uncertain. In fact, the committed power deliveries of NPC-PSALM for 2015 as per attached CSEE, has been revised per its letter dated 05 November 2014, thereby reducing its power

allocation as per attached Annexes "G" to "G-1" of the Application.

13. **PSALM Certification**. PSALM has certified that it has insufficient capacity to supply SUKELCO's additional power requirements beyond the contracted energy and equivalent demand in their current power supply contract. A copy of the certification is attached as Annex "H" of the Application.

14. **Necessity for Long-term Power Supply**. It is necessary for a distribution utility like SUKELCO to ensure that the power supply requirements within its franchise area are adequately covered by supply contract.

15. Due to the increasing load requirement of SUKELCO, as shown in the table below, coupled with its generation constraints, it was compelled to negotiate and contract with joint applicant KEGI, for a two point sixty five megawatt (2.65 MW) capacity with a minimum 618,333.33 kWh monthly contracted energy for eight (8) hours a day. This is for a period of five (5) years to insure adequacy, quality and reliability of electricity to its member-consumers.

16. **Power Demand**. The Capacity and Energy Demand of SUKELCO for 2014 to 2024 is projected and shown in the attached Annex "I" of the Application (all in Megawatts hours [MWH]). The years 2015 to 2020[1] of the said Annex "I" are reproduced herein as follows:

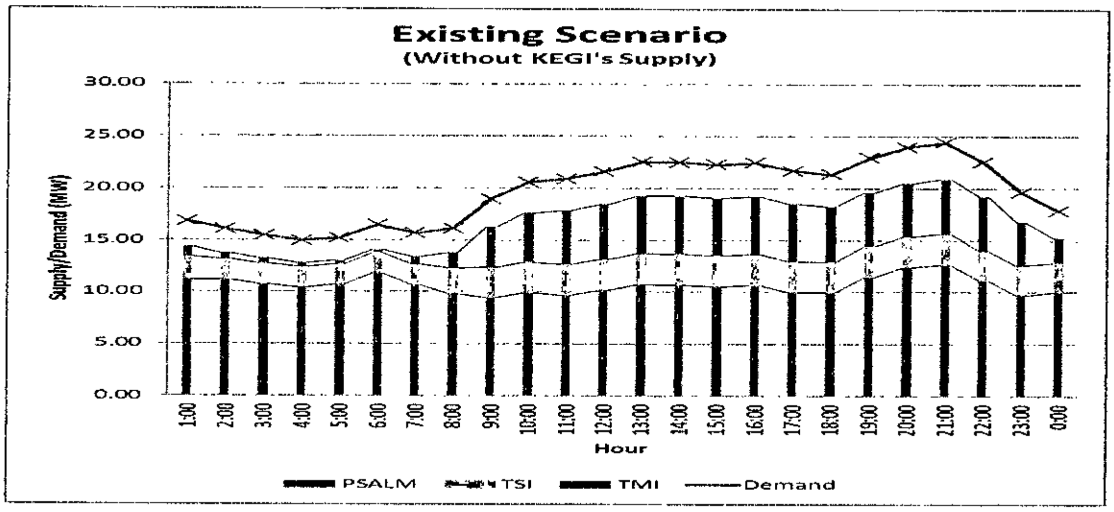
Year	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
Demand (MW)	24.42	25.12	26.02	26.97	27.97	28.97
Energy Required (MWH)	141,220	145,252	150,439	155,930	161,705	167,486

17. Additionally, SUKELCO's Distribution Development Plan (DDP), covering the years 2015 to 2024 are attached as Annexes "I-1" to "I-60" of the Application.

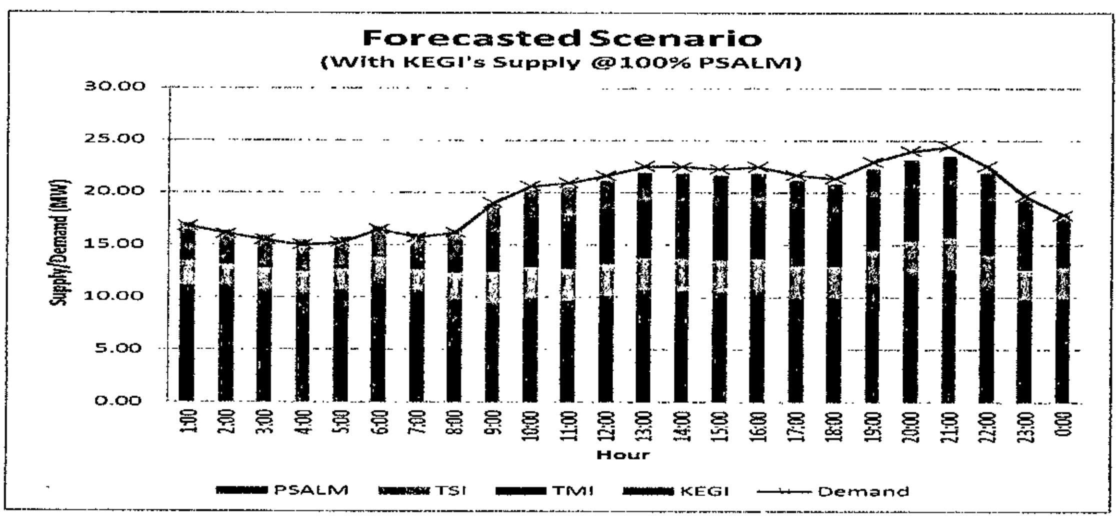
[1] Correspond to the 5-year life of KEGI and SUKELCO's PSA and subject of the Application.

18. **Power Deficiency**. On the basis of the peak demand of SUKELCO and with the available supply from TSI and DPC, the average shortage is 1.74 MWs in 2015, 2.18 MWs in 2016, and 10.02 MWs in 2017. These yearly shortage is without the 2.65 MWs from KEGI. At present, without power drawn from TSI and DPC, the energy shortage resulted to sustained massive rotating blackouts in the franchise area of SUKELCO by about 8 to 10 hours daily per customer.

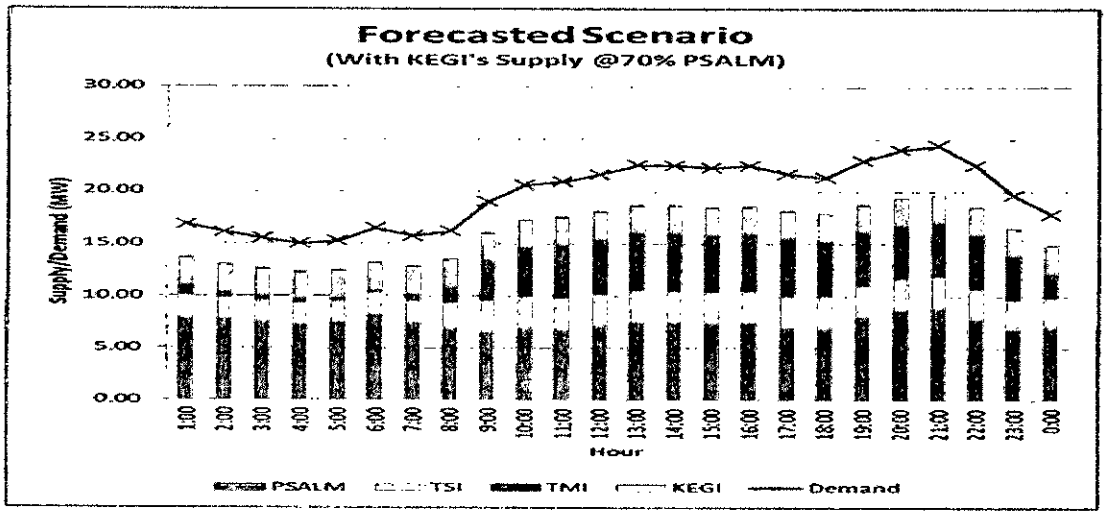
19. Existing scenario without KEGI's power supply in the month of September 2015 showed an average deficit of more than 2.0 MWs every hour for 24 hours, as shown below (attached as Annex "J" of the Application):



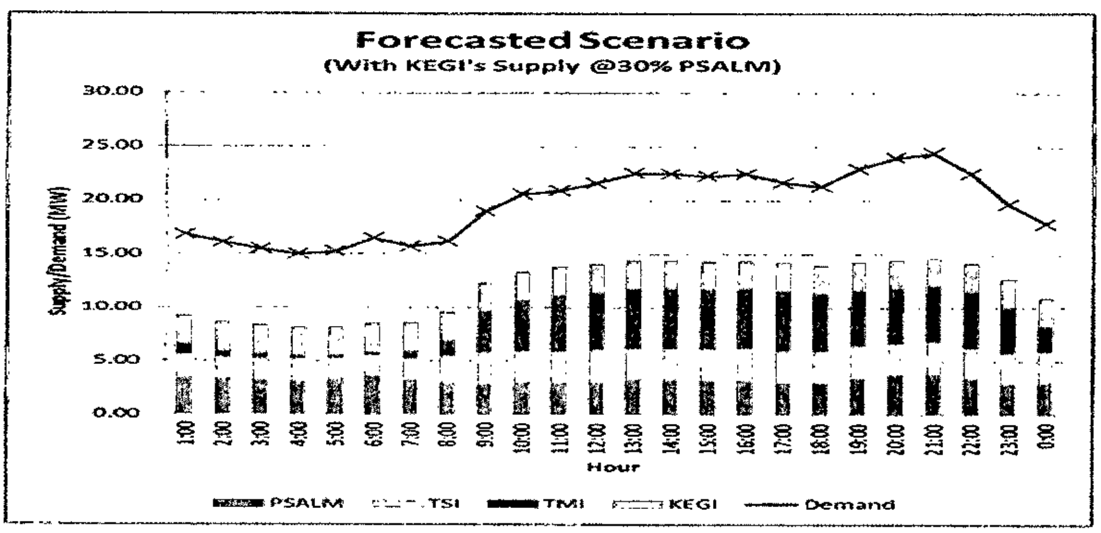
20. On the assumption that NPC-PSALM will deliver to SUKELCO 100% of its committed contracted capacity, only minimal deficiency will be experienced by SUKELCO, as shown below (Annex "J-1" of the Application):



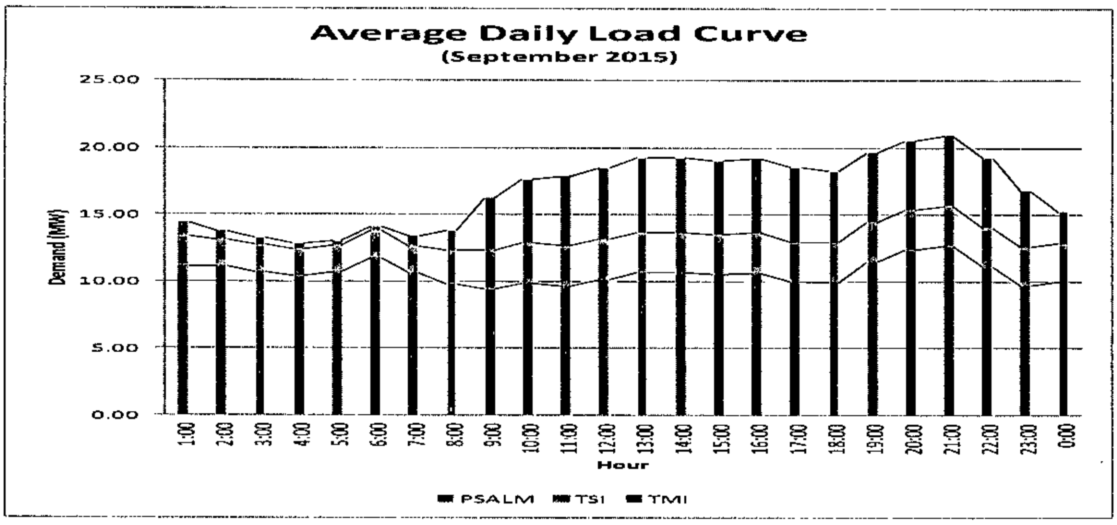
21. Assuming further that NPC-PSALM can deliver only 70% of its contracted capacity, SUKELCO will suffer a shortage of between 3-4 MWs every hour for 24 hours, as shown below (Annex "J-2" of the Application):

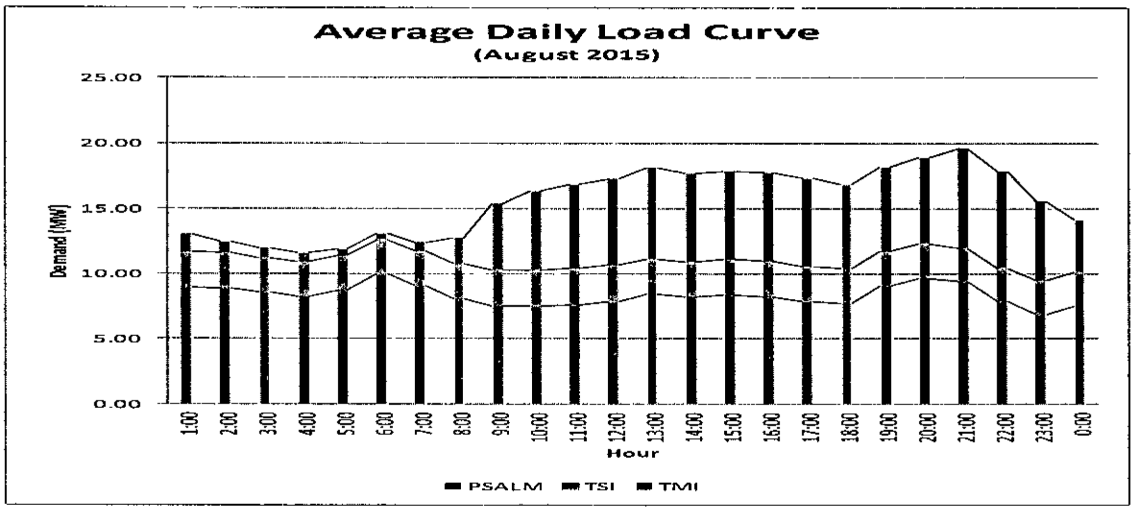


22. Finally, assuming that NPC-PSALM could only deliver 30% of its committed capacity, which is what SUKELCO is now experiencing, there is an average shortage between 6.54 MWs to 9.74 MWs per day as shown below (Annex "J-3" of the Application):



23. **Load Profile.** The profile of latest average daily load curve of SUKELCO for the last twelve (12) months from October 2014 up to September 2015 are attached to the Application as Annexes "K" to "K-11", the months of August and September, 2015 are reproduced herein as follows:





24. **Procurement Process for the selection of KEGI.** In view of the increasing demand and expected reduction of supply allocation from PSALM due to privatization of its contracted supply from WMPC, SPPC and STEAG, SUKELCO's management recommended to its Board of Directors on 07 July 2015 the following power supply solutions:

    a. Acquisition of six (6) megawatts peaking supply on a Build, Operate, and Transfer (BOT) scheme; and

    b. Take-up the four (4) megawatts deficit from the potential owners of WMPC, SPPC, and STEAG.

25. On 14 July 2015, the Board of Directors of SUKELCO authorized its management to conduct Competitive Selection Process (CSP) for interested generation companies that can provide the six (6) megawatts peaking power supply on a BOT scheme through its Board Resolution No. 107, series of 2015. The SUKELCO Bids and Awards Committee (BAC) then

published the Invitation to Bid in the 28 July 2015 issue of the Philippine Daily Inquirer.

26. In response to the invitation to bid, Alsons Power Group submitted a proposal dated 24 August 2015 and an amended proposal on 26 August 2015 for the six (6) megawatts firm supply from their SPPC's 55 MW bunker C-fired diesel power station located in Alabel, Sarangani, starting 29 April 2016. Upon review of their proposal, it was considered beneficial in terms of cheap power rate and its immediate availability of supply compared to high power rate and lengthy process on putting-up a new generating facility. With Alsons Power Group's proposal, on 01 September 2015, the SUKELCO management submitted an amended recommendation to its Board, changing the previous recommendation of putting-up an embedded generating facility, to solicit an offer from potential power provider for the six (6) megawatts interim firm supply for the period of six months. This period is from November 2015 to April 2016 or until such time the supply from Alsons Power Group is available. The said amended recommendation was approved by SUKELCO's Board per Resolution No. 131, series of 2015, dated 14 September 2015, authorizing its management to invite offers from potential power providers.

27. On 26 September 2015, the management received a letter of intent from KEGI for the firm supply of 2,650 kW from its unutilized installed capacity all over Mindanao which can immediately be dispatched to SUKELCO. With the offer of immediate supply from KEGI and an increased allocation from TSI coal plant which is expected at four (4) megawatts to six (6) megawatts, the management recommended to change the previous proposal of soliciting offers for the interim six (6) megawatts supply for a 6-month period, to a long term agreement with KEGI. In consideration of availing immediate supply that can reduce, if not eliminate, the power shortage of SUKELCO, the Board in its Resolution No. 146, series of 2015, dated 09 October 2015 approved the acquisition of 2,650 kW firm supply and authorizes the Board President, Dir. Akmad M. Mamalinta, Ph.D, to enter into a power supply agreement with KEGI.

28. In order to obtain a CSP and determine if there are better offers compared to KEGI, on 13 October 2015, the management solicited offers from existing generation companies in Mindanao that can provide immediate peaking supply, namely; SoEnergy International, Inc., Alsons Power Group, TMI, and

Peak Power Energy, Inc. On 23 October 2015, all companies submitted their offer except for Peak Power Energy, Inc. The management completed the evaluation of submitted offers on 26 October with the following results:

a. Only KEGI and SoEnergy are capable of providing firm supply, others are offering a non-firm agreement as their capacity are fully contracted;

b. KEGI offered their un-contracted installed capacity at SURSECO-2 franchise area which is already operational and ready to dispatch power to SUKELCO;

c. KEGI is using bunker-C fired engines and offered a generation rate of PhP13.39/kWh;

d. SoEnergy intends to install additional generating units on their existing plant site at SOCOTECO-2 franchise area to accommodate SUKELCO's requirement; and

e. SoEnergy intends to use light diesel fired engines and offered a generation rate of PhP13.84/kWh.

29. The SUKELCO's management then concluded that the offer from KEGI is still advantageous and beneficial to the Cooperative due to its capability to deliver immediate power supply at a cheaper power rate. Thus, SUKELCO, through its Board President, executed the PSA for 2,650 kW power supply with KEGI on 28 October 2015. On even date, SUKELCO already experienced a power deficiency of about five (5) MW and implemented a rotating power curtailment of two (2) hours per feeder.

30. Considering the above scenario, SUKELCO decided to contract with KEGI for 2.65 MW from 2015 to 2020. A copy of SUKELCO's procurement process is attached as Annexes "L" to "L-1" of the Application.

31. Furthermore, KEGI will construct a new power plant to be located in Jimenez, Misamis Occidental to supply the power requirements of SUKELCO with a total project cost of PhP 787,371,285.58 inclusive of the civil works, electro mechanical, site development and other related costs. This will supply the additional power requirements that SUKELCO may need on top

of the firm 2.65 MW power supply agreement. A copy of the detailed project cost, which is prayed to be treated as ***confidential information,*** pursuant to ERC Rules of Procedure, is attached as Annexes "M" to "M-3" of the Application.

32. For the **Fixed Operating and Maintenance Expenses (FO M),** KEGI has budgeted a total annual expense of PhP 34,155,576.00, the details of which is shown in the attached Annexes "N" to "N-3", which is likewise prayed to be treated as ***confidential information.***

33. For the **Variable Operating and Maintenance Expenses (VOM),** KEGI has determined that the annual variable expense is PhP 22,428,260.40, as shown in the same attached Annexes "N" to "N-3" and is also prayed to be treated as ***confidential information.***

ABSTRACT OF THE POWER SUPPLY AGREEMENT (PSA) AND OTHER RELEVANT INFORMATION

34. **Executive Summary.** The PSA is attached to the Application as Annexes "O" to "O-32". The Contract Capacity to be made available by KEGI to SUKELCO shall be 2,650 kW with Six Hundred Eighteen Thousand Three Hundred Thirty Three & 33/100 kilowatt hours (618,333.33 kWh) fixed daily at eight (8) hours for five (5) years. The PSA provides that KEGI and SUKELCO shall be excused from their respective obligation to deliver and receive energy during the occurrence of scheduled or unscheduled outages, in which case the contract energy for the affected billing period may be adjusted pro rata or as agreed by the parties. KEGI has the option to supply SUKELCO all or a portion of the contract energy, and additional energy if applicable, during the occurrence of scheduled or unscheduled outages, from its back up facility and/or third party in accordance with Sec. 2 of the PSA. For the portion of the contract energy and additional energy provided by KEGI from the Generator Set, SUKELCO shall pay the Contract Energy Fee in the form of Load Curtailment Adjustment in lieu of the Capacity Fee.

35. **Salient Features of the PSA.**

a. **Term.** The PSA shall have a term or contract period of **five (5) years** from effective date (upon the signing of the Agreement)[2], subject to automatic renewal for another **five (5) years** pursuant to Sec. 1.4 of the PSA. Closing Date means the time KEGI is obligated to deliver the contract capacity and contract energy to SUKELCO, provided these conditions are satisfied: (1) Receipt of KEGI of a certificate executed by the corporate secretary of SUKELCO adopting the resolutions to (1.1) authorize SUKELCO to execute, enter into, and deliver the PSA and performance of its obligation under the PSA, (1.2) Designate the person authorized to execute the PSA in behalf of SUKELCO; (2) Receipt by KEGI of the security deposit pursuant to Art. 3.2 of the PSA; and (3) Receipt from the ERC approval of the PSA (including the Provisional Authority).

b. **Contract Energy.** KEGI shall deliver the Contract Capacity and Contract Energy at the Metering Points[3] at the Rates Schedule[4] specified under the PSA. On the other hand, to make available for delivery, the contract energy shall be based on the schedule of Contract Energy attached to the PSA. In case SUKELCO demands for and receives more than the contracted capacity of 2,650 kW, the actual delivered excess capacity shall be billed separately. Likewise, should SUKELCO's demand of 2,650 kW exceeds eight (8) hours per day, the additional energy delivered shall also be billed separately.

c. **Rates Schedule.** The basic components of the Electricity Fee is as follows:

Capacity Fee (CF)=PhP 1,328.00 per kW per month
Fixed Operating and Maintenance Fee (FOM) = PhP 401.00 per kW per month
Variable Operating and Maintenance Fee (VOM) = PhP 1.1285 per kWh
Billing Capacity = 2,650 kW or 2.650 MW
Minimum Contracted Energy = 618,333.33 kWh per month
Operating Schedule = 8 hours a day
In excess of 8 hours and/or 2,650 kW to be billed separately

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[2] 28 October 2015
[3] Annex "A" of the PSA
[4] Annex "B" of the PSA

d. Contract Energy Fee per month

CEF = FC + VC
FC = [CF + (FOM x IFf)] x BC
VC = (VOM x IFv+FL) x ED

Where:

BC = Billing Capacity in KW whichever is higher between the contracted demand kW or actual highest demand in kW during the contract month
FC = Fixed charge per month in PhP in kW
VC =Variable charge per month in PhP in kWh
ED =Energy delivered in kWh
CEF =Contract Energy Fee in PhP
VOM = Variable Operating & Maintenance Fee per month in PhP in kWh
CF =Capacity Fee in PhP per month in kW
FOM =Fixed Operating & Maintenance Fee per month in PhP in kW
IFf = Inflation factor fixed
IFv =Inflation factor variable
FL =Fuel and Lube oil in PhP/kWh (pass through subject to heat rate schedule I of Annex "B")

e. Inflation factor

Inflation factor for fixed O & M
IF (f) = 1 (P CPI m / P CPI b)
Inflation factor for variable O & M
IF (v) = 0.0222 x (P CPI m/ P CPI b) + 0.9778 x (P EX m/ P EX b)

Where:

P CPI m = Philippine CPI of the current billing month
P CPI b = Philippine CPI on the effectivity month of the PSA
P EX m = Peso to Euro exchange rate at the end of the current billing month
P Ex b = Peso to Euro exchange rate on the effectivity month of the PSA
Consumer Price Index

f. Computation of Fuel and Lube Oil Rate

FL = HFOCR x Actual Heavy Fuel cost per liter

Where:

HFOCR =Heavy fuel oil consumption rate in liters/kWh
=.026L/kWh (based on the actual Load Factor per Schedule I)

g. Testing and commissioning fee

Only actual fuel cost and variable Operating and Maintenance expenses

h. Start up fee

Actual cost of additional start-up and shutdown with documents (Schedule 1 of the PSA).

i. Additional Energy Fee in excess of eight (8) running hours per day

AEF = [AC + (VOM + iFf) + FL] x EE

Where:

AEF = Additional Energy Fee in PhP
AC = Additional cost (0.78 PhP/kw/h) in excess of eight (8) running hours per day
IFf = Inflation factor fixed
VOM =Variable O & M as defined
FL = Fuel and lube oil as defined
EE =Energy delivered in excess of eight hours

ii. Additional Energy Fee in excess of contracted capacity of 2.65 MWs

EEF = (FC x ADE) + VC

FC =CF+ (FOM x IFf)

VC = (VOM x IFv + FL) x EED

$$ADE = \left(\frac{ADEh}{Rh}\right) / \left(\frac{D}{M}\right)$$

Where:

EEF = Excess energy Fee
ADEh = Actual total delivered energy in excess of contracted capacity/hr in kW/month
ADE = Actual delivered energy in excess of contracted capacity/month in kW
EED = Excess energy delivered in kWh
Rh = Eight running hours per day as contracted
D = Three Hundred Fifty days operation per year
M = Months per year
FC = Fixed charge per month in PhP
VC = Variable charge per month in PhP
VOM = Variable O&M per month in PhP/kWh
CF = Capacity fee in PhP/kW/month
FOM = Fixed O&M fee in PhP/kW/month
IFf =Inflation factor fixed
IFv = Inflation factor variable
FL = Fuel and Lube oil in PhP/kWh(Pass through subject to heat rate schedule I of Annex "B")

IMPACT ON APPLICANT SUKELCO's OVERALL GENERATION RATE

36. The determination of the generation rate impact is based on the blended generation rates of SUKELCO (Annex "P" of the Application), to wit:

Year	**Average blended Generation Rate Without KEGI**	**With KEGI**	**Difference Increase(Decrease)**
2016-2020	PhP5.674	PhP6.291	PhP0.6168

ALLEGATIONS IN SUPPORT OF THE MOTION FOR ISSUANCE OF A PROVISIONAL AUTHORITY

37. To reiterate, the demand for power supply of SUKELCO's franchise area is steadily increasing. Further, NPC-PSALM, the supplier of the bulk of SUKELCO's requirement has significantly reduced its supply commitments by about thirty percent (30%). This is aggravated by the inability of TSI to supply the 6 MWs which it had contracted with SUKELCO. Furthermore, DPC has likewise failed to supply the 3.0 MW it has committed to SUKELCO for 2015. This resulted to sustained massive rotating blackouts averaging 8 to 10 hours daily. Due to the urgency of the situation, SUKELCO's management wrote two (2) letters to the Commission, seeking temporary relief allowing KEGI to immediately supply its power requirements pending the filing of the joint application.

38. The timely implementation of the subject PSA will ensure that the rotating blackouts in SUKELCO's franchise area will be reduced. This will greatly benefit all its electricity consumers.

39. While under the new Rules promulgated by the Commission for the CSP, it is required to have at least two (2) failed biddings before a negotiated power supply contract will be entertained. Applicants seek to be exempted from this Rule because the negotiation process with KEGI started way before the Commission issued the said Rule. As early as August 2015, KEGI and SUKELCO had already been in talks for the supply of the latter's power deficiency. As stated above, SUKELCO evaluated the proposals of SoEnergy and KEGI and found the latter more advantageous.

40. There are two extremely important reasons that hastened the negotiation for KEGI's power supply to SUKELCO. First, the anticipated deliveries from TSI and DPC did not materialize as projected in year 2015, thus, resulting to a massive shortage of 10.0 MWs on a daily basis. As to when TSI and DPC could make good of their undertaking remains a question. Second, KEGI can immediately dispatch to SUKELCO 2.65 MWs as the existing power plants of KEGI in Mindanao have excess capacity to supply this requirement.

41. As such, joint Applicants move for the provisional approval of the instant Application pursuant to Rule 14 of the Commission's Rules of Practice and Procedure.

42. Copy of the sworn statement/Affidavit of Merit executed by its OIC General Manager Claudia A. Pondales, supporting the petition for the issuance of a Provisional Authority (PA) is attached as Annex "Q" of the Application.

43. SUKELCO and KEGI further pray for the issuance of a PA, as the same is necessitated in order that the latter can immediately dispatch the needed energy requirement of the former in the meantime that TSI and DPC are still unable to supply SUKELCO.

44. Applicants finally pray that the proposed generation rate, the subject matter of this Application, at contracted capacity of 2.65 MW for 8 hours daily, be approved as follows:

    Capacity Fee (CF) = PhP 1,328.00 per kW per month
    Fixed Operating and Maintenance Fee (FOM) = PhP 401.00 per kW per month
    Variable Operating and Maintenance Fee (VOM) = PhP 1.1285 per kWh
    Passed on fuel charge based on P0.26 L/kWh
    In excess of 8 hours and/or 2.65 MW to be billed separately.

The Commission has set the Application for initial hearing, expository presentation, pre-trial conference and evidentiary hearing on **29 March 2016 (Thursday) at ten o'clock in the morning (10:00 A.M.) at SUKELCO Main Office, National Highway, Tacurong City, Sultan Kudarat**.

All persons who have an interest in the subject matter of the proceeding may become a party by filing, at least five (5) days prior to the initial hearing and subject to the requirements in the ERC's Rules of Practice and Procedure, a verified petition with the Commission giving the docket number and title of the proceeding and stating: (1) the petitioner's name and address; (2) the nature of petitioner's interest in the subject matter of the proceeding, and the way and manner in which such interest is affected by the issues involved in the proceeding; and (3) a statement of the relief desired.

All other persons who may want their views known to the Commission with respect to the subject matter of the proceeding may file their opposition to the Application or comment thereon at any stage of the proceeding before the Applicants conclude the presentation of their evidence. No particular form of opposition or comment is required, but the document, letter or writing should contain the name and address of such person and a concise statement of the opposition or comment and the grounds relied upon.

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

WITNESS, the Honorable Chairman, **JOSE VICENTE B. SALAZAR,** and the Honorable Commissioners, **ALFREDO J. NON, GLORIA VICTORIA C. YAP-TARUC, JOSEFINA PATRICIA A. MAGPALE-ASIRIT** and **GERONIMO D. STA. ANA,** Energy Regulatory Commission, this 2nd day of February 2016 at Pasig City.

ATTY. NATHAN J. MARASIGAN
Chief of Staff
Office of the Chairman and CEO

LS: cma/gls/apv.2015-209 RC sukelco and kegi.doc