

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



**IN THE MATTER OF THE
APPLICATION FOR
APPROVAL OF THE POWER
PURCHASE AND SALE
AGREEMENT (PPSA)
BETWEEN BATANGAS II
ELECTRIC COOPERATIVE,
INC. AND GNPOWER
DINGININ LTD. CO., WITH
PRAYER FOR
CONFIDENTIAL
TREATMENT OF
INFORMATION AND THE
ISSUANCE OF PROVISIONAL
AUTHORITY**

ERC CASE NO. 2016-059 RC

**BATANGAS II ELECTRIC
COOPERATIVE, INC.
(BATELEC II) AND
GNPOWER DINGININ LTD.
CO. (GNPD).**

Applicants.

X-----X

DOCKETED
Date: **NOV 28 2016**
By: _____

NOTICE OF PUBLIC HEARING

TO ALL INTERESTED PARTIES:

Notice is hereby given that on 27 April 2016, Batangas II Electric Cooperative, Inc. (BATELEC II) and GNPower Dinginin Ltd. (GNPD) filed an application for the approval of their Power Purchase and Sale Agreement (PPSA), with motion for confidential treatment of information and issuance of provisional authority.

In the said application, BATELEC II and GNPD alleged the following:

1. Applicant Batangas II Electric Cooperative (BATELEC II) is a non-stock, non-profit electric cooperative duly organized and existing under Philippine laws, with principal office at Antipolo del Norte, Lipa City, Batangas. It is duly authorized to distribute electricity in the cities of Lipa and Tanauan, and the Municipalities of Alitagtag, Balete, Cuenca, Laurel, Lobo, Mabini, Malvar, Mataas na Kahoy, Padre Garcia, Rosario, San Jose, San Juan, Taysan, Talisay and Tingloy, all in the Province of Batangas (collectively, the "Franchise Area"). A copy of its Certificate of Franchise is herein attached and forms an integral part hereof as **Annex "A"**. A copy of its Articles of Incorporation and By-laws is also attached as **Annexes "A-1" and "A-2"**, respectively and form integral parts hereof;
2. Meanwhile, Applicant GNPD is a duly registered limited partnership organized and existing under Philippine laws, and is engaged in the business of developing, constructing, operating and owning power generation facilities. Its principal office is at the 28th Floor, The Orient Square Building, Don Francisco Ortigas, Jr. Road, Ortigas Center, Pasig City. A copy of its Certificate of Registration issued by the Securities and Exchange Commission (SEC) and Articles of Partnership is herewith attached and made integral parts hereof as **Annexes "B" and "B-1"**, respectively;
3. Applicants may be served with orders, notices and other legal processes of this Honorable Commission through the respective addresses of the undersigned counsels;
4. By and pursuant to *Sections 25, 43 (u) and 45 (b) of Republic Act No. 9136*, otherwise known as the *Electric Power Industry Reform Act of 2001 (EPIRA)*, and its *Implementing Rules and Regulations*, this *Application* is submitted to this Honorable Commission for its due consideration and approval of the Power Purchase and Sale Agreement (PPSA) executed by and between Applicants BATELEC II and GNPD;

I. STATEMENT OF FACTS

5. Based on its supply-demand forecast, BATELEC II's peak demand in 2016 is 140MW, with an average peak load growth rate of 2%. Therefore, its peak demand is expected to increase to 154MW in 2020;
6. In view of the increasing demand in its Franchise Area, BATELEC II solicited proposals from potential suppliers for its future power requirements;

7. BATELEC II received GNPDP's proposal, along with the proposals of other generators, to supply its future power requirements. BATELEC II, being aware of the competitive procurement process that GNPDP underwent through its Power Purchase and Sale Agreements with the eleven (11) Region 8 electric cooperatives, has employed its internal comparison and validation of the generation offers of all the coal-fired power plants (both existing and future) through the ERC-approved power supply agreements;
8. After careful evaluation of GNPDP's offer, BATELEC II found GNPDP's rate to be competitive and consistent with its mandate to procure its power supply requirement on a least cost manner and on the terms most advantageous to BATELEC II. Thereafter, the contract for a portion of the supply of BATELEC II's power requirements was awarded to GNPDP, as approved by BATELEC II's board of directors;
9. Consequently, on 20 April 2016, BATELEC II executed with GNPDP the subject PPSA, a copy of which is herewith attached and forms an integral part hereof as Annex "C" ;
10. The PPSA provides for GNPDP's supply of BATELEC II's future power requirements equivalent to 20MW commencing in 2020, with the option to start delivery earlier than the target commercial operations on an interim basis;
11. GNPDP will deliver environmentally clean electric power from two (2) by 660 MW-net clean pulverized coal-fired electric power generation facility (hereinafter, the "Generation Facility"), which it will build, own and operate in Barangay Alasin, Municipality of Mariveles, Province of Bataan (the "Project").

II. ABSTRACT OF THE PPSA AND OTHER RELATED INFORMATION

12. The following are the salient features of the PPSA:¹
 - a. **TERM.** The PPSA shall be in force for a period of one hundred eighty (180) billing periods from the date to be specified in the Commencement Date Notice defined as the written notice that indicates the commencement of the first delivery of the Product after GNPDP begins commercial operations in the market, which shall not be later than the first day of the Billing Period immediately after the lapse of thirty six (36) months from the ERC's final approval of the PPSA;

¹ Capitalized terms used but not defined herein have the meaning as defined in the PPSA.

- b. **SOURCE OF SUPPLY**². GNPD shall make available, sell, and deliver or cause to be delivered to BATELEC II the Product at the Delivery Point, whether sourced from GNPD's Generation Facility or from other electricity generators, including the Wholesale Electricity Spot Market (WESM).
- c. **CONTRACTED CAPACITY.** BATELEC II is contractually entitled to receive from GNPD, at any hour, subject to GNPD's Available Capacity for such hour, the Contracted Capacity, as follows:

Year	Contracted Capacity (kW)
1	20,000
2	20,000
3	20,000
4	20,000
5	20,000
6	20,000
7	20,000
8	20,000
9	20,000
10	20,000
11	20,000
12	20,000
13	20,000
14	20,000
15	20,000

The Minimum Quantity is a function of the Contracted Capacity and the Minimum Capacity Factor, taking into account GNPD's availability for a year multiplied by 8,760 hours (which is the number of hours in a year).

- c.1. Option to Increase Contracted Capacity. Section 3.7 of the PPSA provides that upon written notice to GNPD, BATELEC II may, upon approval by GNPD, increase its Contracted Capacity which increase shall be subjected to the same terms and conditions contained in the PPSA. In considering whether or not to approve the request for increase in Contracted Capacity, GNPD may take into consideration the capacity available for such increase from its facility in its sole opinion, and/or the willingness of any other buyer to assign its Contracted Capacity. Such increase in Contracted Capacity shall be effective on the date GNPD gives its written approval.

² Section 3.1, Article 3 Obligation and Deliveries, page 12

- d. **CONTRACT PRICE.** The Contracted Capacity shall be paid the Contract Price, which is comprised of the Capacity Fee and Energy Fee, denominated in US Dollars, but may be paid in Philippine Peso (PhP). The calculation of the Contract Price for a particular Billing Period will be:

Contract Price = Capacity Fee + Energy Fee

- d.1 The Capacity Fee is the component of the Contract Price allocated to pay for the cost, as well as, the operations and maintenance of the power plant and is designated as the Capacity Fee in Schedule 1 to the PPSA,, as such may be adjusted from time to time based on GNPD's Capacity Factor.

The corresponding Capacity Fee for a given Capacity Utilization Factor is set forth in the table below:

Capacity Utilization Factor (%)	Capacity Fee (\$/kWh)
100%	0.0466
99%	0.0470
98%	0.0474
97%	0.0477
96%	0.0481
95%	0.0485
94%	0.0489
93%	0.0493
92%	0.0497
91%	0.0501
90%	0.0506
89%	0.0510
88%	0.0515
87%	0.0519
86%	0.0524
85%	0.0529
84%	0.0534
83%	0.0539
82%	0.0544
81%	0.0550
80%	0.0555
79%	0.0561
78%	0.0566
77%	0.0572
76%	0.0578
75%	0.0585
74%	0.0592
73%	0.0599
72%	0.0606
71%	0.0613
70%	0.0621

69%	0.0629
68%	0.0637
67%	0.0645
66%	0.0653
65%	0.0662

In case the Capacity Utilization Factor is not a whole number, the Capacity Fee shall be computed using the formula below.

$$\text{Capacity Fee} = - 0.10773 \times (\text{CUF})^3 + 0.33975 \times (\text{CUF})^2 - 0.3932 \times (\text{CUF}) + 0.2078$$

Where:

Capacity Fee = is the Capacity Fee in \$/kWh

CUF = is the Capacity Utilization Factor between 65% and 100%, provided that if the actual CUF is below 65% (the "Minimum Capacity Utilization Factor"), the Capacity Price shall be calculated based on the Capacity Fee and quantity associated with the Minimum Capacity Utilization Factor.

The Capacity Utilization Factor (CUF) shall be computed as follows:

$$\text{Capacity Utilization Factor (CUF)} = \frac{Q}{CC \times (H_T - EH_{To})}$$

Where:

Q = Quantity of kWh
CC = Contracted Capacity, in kW, as set forth in Schedule 1
H_T = Total number of hours in such Billing Period
EH_{To} = the sum of the duration, in Equivalent Hours, of Scheduled Outages and Unscheduled Outages in such Billing Period

d.2. The Energy Fee is the component of the Contract Price allocated to pay for the coal, including Government Charges, designated as the Energy Fee in Schedule 1 of the PPSA as adjusted from time to time due to changes in the delivered price of the coal. The Energy Fee shall be computed in accordance with the following formula:

$$\text{Energy Fee} = IEF \times \left[\frac{CIF_n}{CIF_0} \right]$$

Where:

IEF – Initial Energy Fee equal to \$0.0328 / kWh

CIF_n – CIF Cost of Fuel for Billing Period n

CIF₀ – Base CIF Cost of Fuel equal to \$10.2514 / million kcal

- e. **PROMPT PAYMENT DISCOUNT (PPD).** Section 5.3 (c) of the PPSA provides that if BATELEC II pays the invoice amount in full within ten (10) days of receipt from GNPD, BATELEC II shall receive a credit on the next subsequent bill equal to \$0.0012/kWh multiplied by the actual quantity of the Product actually delivered set forth in such invoice for the Billing Period for which the credit was earned;
- f. **CAPACITY UTILIZATION DISCOUNT.** Section 5.3 (d) of the PPSA provides that if BATELEC II pays the invoice amount in full in accordance with GNPD's invoice instructions on or before the twenty-fifth (25th) day of the succeeding calendar month from the relevant Billing Period and BATELEC II's CUF is greater than or equal to 65%, aside from the PPD, BATELEC II shall receive a credit on the next subsequent bill equal to 2.8% of the Energy Fee multiplied by the actual quantity of the Product actually delivered set forth in such invoice for the Billing Period for which the credit was earned;
- g. **SCHEDULED OUTAGES AND UNSCHEDULED OUTAGES.** Pursuant to Section 3.2, GNPD is allowed Scheduled Outage not to exceed five hundred forty (540) Equivalent Hours for each Contract Year, during which times reduced or no deliveries will be available to BATELEC II. Likewise, GNPD is allowed Unscheduled Outage of five hundred forty (540) Equivalent Hours for each Contract Year during which times reduced or no deliveries will be available to the Buyer;

III. ADVANTAGES OF GNPD'S SUPPLY OF POWER AND IMPACT ON BATELEC II'S OVERALL RATES

- 13. Currently, BATELEC II receives a total of 115MW from its existing suppliers, out of its peak requirement of 140MW. With an average peak load growth rate of 2%, BATELEC II forecasts that by 2020, its peak demand has increased to 154MW. Copies of BATELEC II's Demand-Supply Scenario from 2016 to 2020 and Historical and Forecasted Data for years 2013 to 2025 are herewith attached and form integral parts hereof as Annex "D";

ERC CASE NO. 2016-059 RC
NOTICE OF PUBLIC HEARING/17 NOVEMBER 2016
Page 8 of 14

14. The additional supply from GNPDP will, therefore, help alleviate and sustain the future power supply needs of the Luzon and Visayas Grids including the Franchise Area of BATELEC II to prevent any likelihood of brownouts and power shortages;
15. Among alternative suppliers capable of providing additional energy to BATELEC II, GNPDP's rates proved to be more reasonable and competitive. While GNPDP's offer to BATELEC II is primarily intended for its base load requirements, the Capacity Factor Pricing under the PPSA provides flexibility to BATELEC II in its utilization of the Contracted Capacity;
16. BATELEC II simulated a rate impact analysis which ultimately resulted in a reduction of PhP0.0550/kWh with the execution of the PPSA with GNPDP to wit:

Simulation of Generation Mix Rate without GNPDP for the Year 2020

Power Supplier	Forecasted 2020 Quantity (kWh)	Amount (PhP)	Percent Share (%)	Average Rate (PhP/kWh)	Weighted Average Rate (PhP/kWh)
GMCP	763,019,032.34	3,288,962,910.26	79.77%	4.3105	4.1810
GNPD	0.00	0.00	0.00%	0.0000	
WESM	193,448,512.23	710,066,973.66	20.23%	3.6706	
TOTAL	956,467,544.57	3,999,029,883.92	100%		

Simulation of Generation Mix Rate with GNPDP for the Year 2020

Power Supplier	Forecasted 2020 Quantity (kWh)	Amount (PhP)	Percent Share (%)	Average Rate (PhP/kWh)	Weighted Average Rate (PhP/kWh)
GMCP	788,149,248.51	3,360,907,246.60	82.40%	4.2643	4.1260
GNPD	163,910,000.00	548,249,681.00	17.14%	3.3448	
WESM	4,408,296.06	37,211,820.72	0.46%	8.4413	
TOTAL	956,467,544.57	3,946,368,748.33	100%		

Generation Rate Impact	(0.0550)
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Notes:

- i. Simulation is based on the forecasted 2020 load profile
- ii. GNPDP rate is based on the applicable (i) Capacity Fee (Net of PPD) at Resulting Capacity Utilization Factor; (ii) Average March 2015 - February 2016 FOREX (iii) Energy Fee based on projected 2020 prices subject to rate escalation based on 2020 Inflation Factors from World Bank Commodities Price Forecast

ERC CASE NO. 2016-059 RC
NOTICE OF PUBLIC HEARING/17 NOVEMBER 2016
Page 9 of 14

(Nominal USD), July 15, 2015

iii. *GMCP rate is based on the applicable (i) Capacity Fee (Net of PPD) at Resulting Capacity Factor; (ii) Average March 2015 - February 2016 FOREX and Energy Fee*

iv. *WESM Prices is based on 2015 Average prices of Nodal Points of BATELEC II Escalated annually by 3%*

17. A copy of BATELEC IIs' Rate Impact Analysis is attached herewith as Annex "E" and forms an integral part hereof;
18. Additionally, to support this Application, particularly the proposed rate structure, Applicants attach the following documents to form integral parts hereof, to wit:

ANNEX	DOCUMENT
"F"	Details of the PPSA
"F-1"	Discussion of Rate Calculation and Sample Computation
"G"	GNPD's Financial Assumptions including Project Cost, Sources of Financing, Debt-Equity Ratio, WACC computation, and Projected Equity IRR
"H"	Breakdown of Costs including Engineering, Procurement and Construction (EPC) Costs, Operations and Maintenance (O&M) Costs, and Projected Fuel Costs
"I"	Projected Balance Sheet, Income Statement, Revenue and Cash Flow
"J"	Details of Fuel Procurement
"J-1"	Sworn Statement – Coal Procurement Process
"K"	GNPD's 2014 Audited Financial Statements
"L"	GNPD's Power Project Description
"M"	GNPD's Transmission Plan for the Dinginin Project
"N"	Certificate of Endorsement from DOE that the Project is included in the DOE's Power Development Plan
"N-1"	Environmental Compliance Certificate from DENR
"O"	BATELEC II's Distribution Development Plan
"P"	GNPD's General Partners' Certificate on, among others, the authority to execute the the PPSA with BATELEC II; the designation of duly authorized representatives; to file this Application with the ERC; and the designation of legal counsels
"Q"	BATELEC II's Secretary's Certificate/Board Resolution authorizing the approval and signing of the PPSA, including supplements and annexes, with GNPD; the designation of its President and/or General Manager to sign and execute these documents; and the submission of the PPSA for ERC's approval

19. Applicants BATELEC II and GNPD reserve their right to submit other documents, either in the course of the hearing or as may be required by this Honorable Commission;

IV. COMPLIANCE WITH PRE-FILING REQUIREMENTS

20. Applicants manifest compliance with the pre-filing requirements mandated under Rule 3, Section 4 (e) of the Implementing Rules and Regulations of the EPIRA and Rule 6 of the 2006 ERC Rules of Practice and Procedure, to be established by the following:
- a. Certifications acknowledging receipt of this *Application* with annexes to be issued by the Legislative Bodies of the Province of Batangas, and the City of Lipa and Pasig City where Applicants principally operate, to be appended as Annexes “R”, “S” and “T”, respectively;
 - b. Notarized Affidavit of Publication stating that this *Application* was published in a newspaper of general circulation within Applicants’ Franchise Area and/or area of principal operation, to be appended herein as Annex “U”; and
 - c. Complete newspaper issue where this *Application* was published, to be appended as Annex “U-1”, and the relevant page thereof where the *Application* appears, as Annex “U-2”.

V. MOTION FOR CONFIDENTIAL TREATMENT OF ANNEXES “G”, “H”, “I”, and “J”

21. Under Rule 4 of the ERC Rules of Practice and Procedure, a party to any proceeding before the Honorable Commission may request that certain information not be disclosed and be treated as confidential, by describing with particularity the information to be treated as confidential, specifying the ground for the claim of confidential treatment of the information and, if applicable, specifying the period during which the information must not be disclosed;
22. Applicant GNPD most respectfully moves for the confidential treatment of Annexes “G”³, “H”⁴, “I”⁵, and “J”⁶ hereof. These annexes, exclusively owned by Applicant GNPD, contain documents which are considered part of its business and trade secrets. As such, GNPD has the sole proprietary interest and will be unduly prejudiced should they be disclosed to the public;

³ GNPD’s Financial Assumptions including Project Cost, Sources of Financing, Debt-Equity Ratio, WACC computation, and Projected Equity IRR

⁴ Breakdown of Costs including Engineering, Procurement and Construction (EPC) Costs, Operations and Maintenance (O&M) Costs, and Projected Fuel Costs

⁵ Projected Balance Sheet, Income Statement, Revenue and Cash Flow

⁶ Details of Fuel Procurement

23. These annexes contain numbers, data, formula, methodology, and calculations involving valuable and sensitive commercial, financial and technological information reflecting GNPD's business operations and financial trade secrets. Therefore, the disclosure of GNPD's confidential, proprietary, and private information included in the aforesaid annexes should be protected from public dissemination. Otherwise, such information can be illegally and unfairly utilized by business competitors who may use the same for their own private gain and to the irreparable prejudice of GNPD. Negotiations with prospective customers may also be affected;
24. The information contained in Annexes "G", "H", "I", and "J", constitute "trade secrets", for which GNPD has actual and valuable proprietary interest. As explained by the Supreme Court, a trade secret may consist of any formula, pattern, device, or compilation of information that is used in one's business and gives the employer an opportunity to obtain an advantage over competitors who do not possess the information⁷. It is indubitable that trade secrets constitute proprietary rights and jurisprudence has consistently acknowledged the private character of trade secrets⁸. Further, as ruled in *Garcia vs. Board of Investments*⁹, trade secrets and confidential, commercial and financial information are exempt from public scrutiny;
25. It is respectfully submitted that the aforementioned Annexes must be accorded confidential treatment. As such, they are to be used exclusively by the Honorable Commission and for the sole purpose of evaluating this Application, thereby protecting these data from unnecessary public disclosure;
26. In accordance with Section 1(b), Rule 4 of the ERC Rules of Practice and Procedure, Applicant GNPD hereby submits one (1) copy each of Annexes "G", "H", "I", and "J", in a sealed envelope, with the envelope and each page of the documents stamped with the word "Confidential".

VI. MOTION FOR THE ISSUANCE OF PROVISIONAL AUTHORITY

27. All the foregoing allegations are re-pleaded by reference in support of this Prayer for provisional authority.
28. The basis by which Applicants BATELEC II and GNPD pray for the issuance of a Provisional Authority or interim relief prior to final decision is Rule 14 of the ERC Rules of Practice and Procedure:

"Section 3. Action on the Motion. – Motions for provisional authority or interim relief may

⁷ *Air Philippines Corporation vs. Pennswell Inc.*, G.R. No. 172835, December 13, 2007.

⁸ *Ibid.*,

⁹ 177 SCRA 374 (1989).

be acted upon with or without hearing. The Commission shall act on the motion on the basis of the allegations of the application or petition and supporting documents and other evidences that applicant or petitioner has submitted and the comments or opposition filed by any interested person, if there be any.” [Emphasis Supplied]

29. Worthy of note is that based on the Department of Energy’s (DOE) 2015-2030 Luzon and Visayas Grids Supply-Demand Outlook, Luzon’s peak demand in 2015 is 8,974MW with an Annual Average Growth Rate (AAGR) of 4.25% while Visayas’ Peak Demand is 1,847MW with AAGR of 3.4%. Therefore, Luzon’s peak demand is expected to increase to 10,884MW in 2020, and to 16,165MW by the year 2030 and for Visayas, 2,042MW in 2020 and 3,025MW in 2030. This electricity demand growth has led to DOE’s call for planning and investments in the power sector;
30. The continuous addition of supply shall help keep stable power supply for the increasing demand and low and stable cost of available power at the WESM and for the end-user;
31. Contributing to the Luzon’s Grid’s demand growth, BATELEC II’s peak load demand increases at a rate of 2% per year. By 2020, it is projected that BATELEC II’s existing power suppliers will not be able to meet the power needs of its member-consumers, which is expected to increase to 154MW;
32. Thus, the PPSA with GNPD is crucial for BATELEC II to guarantee that its forward power needs are satisfied, without compromising the reasonableness of the generation rate to be passed on to its member-consumers;
33. While delivery of power under the terms and conditions of the PPSA is expected to commence only in 2020, Applicants shall nonetheless begin its compliance with all financial and regulatory requirements and processes leading up to the timely installation of the Generation Facility;
34. It is worthy to note that part of the funds needed to construct GNPD’s Generation Facility will be sourced from loans coming from banks/financial institutions. The Honorable Commission’s provisional approval of the instant Application is a vital requirement for the release of the loan proceeds. Hence, a timely compliance with the requirements of the financial agreements ensures stable source of funds and timely construction of the Generation Facility, and the implementation of the PPSA as contemplated by the Applicants;

35. With continuous financing, the timely implementation of the Project shall be assured, to the full benefit of BATELEC II. Otherwise, any delay in the implementation of the Project shall expose BATELEC II to supply risk and unstable market prices in the future;
36. To emphasize the necessity of the provisional approval of this Application, a Judicial Affidavit to support the prayer for provisional authority will be attached herewith to form an integral part hereof as Annex "V";
37. In view thereof and in recognition of the fact that a substantial amount of time is customarily needed to evaluate the documents submitted to support the approval of this Application, Applicants BATELEC II and GNPD respectfully seek the kind consideration of the Honorable Commission to approve the instant Application immediately, albeit, provisionally;

PRAYER

WHEREFORE, premises considered, it is most respectfully prayed of this Honorable Commission that (i) all information set forth in **Annexes "G", "H", "I", and "J"** to the instant *Application* be treated as confidential; (ii) pending hearing on the merits, a Provisional Authority be **DULY ISSUED** authorizing the immediate implementation of the subject Power Purchase and Sale Agreement (PPSA) including the rate structure therein, as applied; (iii) that after due notice and hearing, the instant *Application*, the PPSA and the rate structure contained therein be **DULY APPROVED**.

Further, in the event that the Final Authority shall be issued after GNPD starts the actual delivery of power to BATELEC II under the terms of the subject PPSA said Final Authority shall be retroactively applied to the date of such actual delivery.

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

The Commission has set the application for determination of compliance with the jurisdictional requirements, expository presentation, pre-trial conference, and evidentiary hearing on **26 January 2017 (Thursday) at ten o'clock in the morning (10:00 A.M.) at BATELEC II's Main Office, Antipolo Del Norte, Lipa City, Batangas.**


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 Commission'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 applicant concludes the presentation of its 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 applicant that they be furnished with the same, prior to the date of the initial hearing. The applicant is 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 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 17th day of November, 2016 in Pasig City.


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