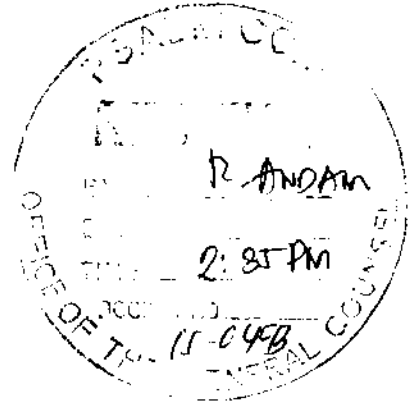


Republic of the Philippines
ENERGY REGULATORY COMMISSION
San Miguel Avenue, Pasig City

IN THE MATTER OF THE APPLICATION FOR THE APPROVAL OF THE LETTERS OF AGREEMENT (LOAs) AND A CONTRACT FOR THE SUPPLY OF ELECTRIC ENERGY (CSEE) ENTERED WITH DISTRIBUTION UTILITIES (DUs) LOCATED IN THE MINDANAO GRID, WITH PRAYER FOR THE ISSUANCE OF PROVISIONAL AUTHORITY (PA)



ERC CASE NO. 2014-175 RC

POWER SECTOR ASSETS AND LIABILITIES MANAGEMENT CORPORATION (PSALM),

Applicant.

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ORDER

On December 2, 2014, the Power Sector Assets and Liabilities Management Corporation (PSALM) filed an application for the approval of Letters of Agreements (LOA) and a Contract for the Supply of Electric Energy (CSEE) entered with Distribution Utilities (DUs) located in Mindanao Grid, with prayer for the issuance of provisional authority.

In the said application, PSALM alleged, among others, that:

1. The instant application is for the approval of the terms and conditions of the Letters of Agreements (LOAs) and a Contract for the Supply of Electric Energy (CSEE) entered into by and between the PSALM and twenty-three (23) Distribution Utilities (DUs) located in the Mindanao Grid pursuant to Section 67 of Republic Act No. 9136 (R.A. No. 9136) or the "Electric Power Industry Reform Act of 2001" or the EPIRA;

2. On July 7, 2005, Commission promulgated its Resolution No. 08, Series of 2005 approving and adopting the template for the Transition Supply Contract (TSC). On August 9, 2005, said TSC template TSC was later on amended by the Commission in its Resolution No. 15, Series of 2005;
3. On separate dates, the National Power Corporation (NPC) filed applications for the approval of the Contract for the Supply of Electric Energy (CSEEs)/TSCs for the Mindanao Grid, which were correspondingly approved by the Commission on October 19, 2006 and August 3, 2009;
4. It is a government owned and controlled corporation (GOCC) created by virtue of R.A. No. 9136, with principal office address at the 7th Floor Bankmer Building, 6756 Ayala Avenue, Makati City;
5. Pursuant to Section 49 of the EPIRA and the consequent assignment on May 11, 2009 (Annex "A") of all power supply contracts of National Power Corporation (NPC) to PSALM, NPC assigned and transferred to PSALM all of NPC's rights and obligations in, to and under its CSEE and other similarly or substantially equivalent power supply contracts with NPC power customers collectively referred to as the Power Supply Contracts (PSCs);
6. On and from May 11, 2009, the PSCs are deemed amended as follows: (i) all references to NPC in the supply contracts shall be treated as references to PSALM; (ii) PSALM shall be deemed the SUPPLIER under the power supply contracts; and (iii) the rights and obligations of the Parties shall be governed by and construed in accordance with the PSCs, as amended by the May 11, 2009 Letter Agreement;
7. It previously filed three (3) Applications for the Approval of the terms and conditions of CSEEs of the DUs located in the Mindanao Grid on September 19, 2011, October 7, 2011, and January 20, 2012, and were approved by the Commission on February 25, 2013;

8. Recently, PSALM filed a similar Application for the Approval of the terms and conditions of CSEEs entered into by and between PSALM and the twenty-three (23) DUs located in the Mindanao Grid on April 1, 2013 docketed as ERC Case No. 2013-055 RC¹, which was later approved by the Commission in its Decision dated December 9, 2013;
9. The LOAs are executed between the parties in cases of changes in the provisions of the CSEE other than the terms and conditions appearing in the template for the TSC, approved by the Commission in Resolution No. 08, Series of 2005. These changes may include the extension of the duration or amendments to the monthly contracted energy;
10. In the present Application, the LOAs were executed to amend Annex I of the CSEEs (contracted energy) pursuant to Section 4.1 of the CSEE which reserves the right of the Supplier (PSALM) to change the Contract Energy and Equivalent Demand annually due to change in the projected available capacity of the Supplier's power plants;
11. Meanwhile, the previously approved CSEEs of one (1) Mindanao DU were for only the period of six (6) months, thus, had already expired. The new CSEE has the same duration as the other Commission-approved CSEEs which is until December 25, 2016;
12. As agreed upon by the contracting parties, PSALM shall file the necessary application for the approval of the LOAs and new CSEE. Hence, the instant application;

¹ *"In The Matter of the Application for the Approval of the Contracts for the Supply of Electric Energy (CSEEs) entered into with Distribution Utilities (DUs) located in Mindanao Grid, With Prayer for the Issuance of Provisional Authority (PA)"*

Terms and conditions of the CSEE under ERC Case No. 2013-055 RC

13. The Commission clarified in its Resolution No. 33, Series of 2006, or a "*Resolution Clarifying the Purpose of the Adoption of the TSC Template*", that the TSC Template should serve as a mere guide for the DUs and NPC and should not be construed as the contract contemplated under Section 67 of the EPIRA;
14. Notably, in ERC Case No. 2013-055 RC, PSALM introduced the following revisions² to the CSEEs executed with the DUs in the Mindanao Grid, which CSEEs were submitted before the Commission:

14.1 CONTRACT DURATION¹ - This Contract consisting of the Transition Supply Contract shall remain in full force and effect for a period of *four (4) years from 26 December 2012 to 25 December 2016* or one year after the declaration of open access in Mindanao by the DOE, whichever comes first. Xxx.

14.2 CONTRACT ENERGY - Contract Energy *and Equivalent Demand* as indicated in Annex I *and Annex Ia* may be changed by SUPPLIER annually due to a change in the projected available capacity of SUPPLIER's power plants and at any time during the duration of the Contract due to the privatization of any of the assets of SUPPLIER pursuant to the EPIRA⁴.

14.3 AVAILABILITY OF SUPPLY – Xxx. Supply of energy shall be available except for interruption or reduction due to: a) causes beyond the control of SUPPLIER despite the exercise of due care, *including but not limited to the conditions stated in Section 4.1 of this Contract, xxx. In case of excess in the generation capacity of the SUPPLIER, CUSTOMER shall be informed of the excess and allocation of the excess available supply of*

² *Italicized for ease of reference.*

³ The previous CSEEs of MAGELCO were for six (6)-month periods only. The new CSEE has the same duration as the other approved CSEEs which is until 25 December 2016.

⁴ Section 4.1, *ibid.*

electricity to the CUSTOMER shall be proportionate to the equivalent contract demand as provided for in this Contract. The CUSTOMER can increase its energy consumption up to but not more than 100% of the allocated excess supply⁵.

14.4 CONSUMPTION IN EXCESS OF CONTRACT ENERGY - Whenever available, in accordance with good utility practice, SUPPLIER may, but shall not be obliged to provide electricity to CUSTOMER in excess of Contract Energy⁶.

14.5 ASSIGNABILITY - *When a CUSTOMER has been assigned by the SUPPLIER to a Successor Generating Company (SGC) by virtue of the privatization of the PSALM Generating Plant pursuant to the EPIRA, the SGC has the option to renegotiate this Contract with the CUSTOMER within six (6) months from the actual transfer of the CUSTOMER to the SGC. If the CUSTOMER and the SGC fail to reach an agreement, either Party shall have the right to terminate this Contract⁷.*

14.6 CUSTOMER may assign, sell or transfer a part or all of its Contract Energy and/or Equivalent Demand either permanently or for a certain number of billing periods, xxx a) *CUSTOMER has obtained certification from NGCP, that the transmission, sub-transmission, substation and other facilities can accommodate the increase in the power requirements of the assignee/transferee⁸.*

14.7 BASIC ENERGY CHARGE - The ERC-approved generation rates, which are attached as Annex III and other charges exclusive of penalties, bonuses, shall be applied to the CUSTOMER's contracted monthly or hourly energy consumption. *Prior to the commercial operation of the WESM, the basic energy charge to be applied shall be the prevailing*

⁵ Section 4.2, *id.*

⁶ Section 4.3, *id.*

⁷ Section 4.8, *id.*

⁸ Section 4.9, *id.*

ERC approved rate and other adjustments. Upon the commercial operation of the WESM, the basic energy charge to be applied to the contracted energy shall be in accordance with Section 8.1 of this Contract⁹.

14.8 SERVICE INTERRUPTION ADJUSTMENT - xxx the Contract Energy shall be adjusted to actual off-take below contract level for all hours when service was curtailed or interrupted *based on declaration of power curtailment issued by the NGCP.* Xxx¹⁰.

14.9 OVERDUE ACCOUNT - If the account of the CUSTOMER is overdue for more than six (6) months, xxx a restructuring agreement of the overdue account shall be executed by the CUSTOMER, with the following salient terms and conditions, xxx *Section 6.17.4 Non-renewal of contract for failure to pay the monthly amortization, current bill and other charges.* Xxx¹¹.

15. The above revisions to the CSEEs were introduced in consultation with the Department of Energy (DOE) and the National Electrification Administration (NEA) and with the approval of the DUs in the Mindanao Grid. The revisions addressed apparent issues that may not have been considered in 2005. Likewise, the amendments were proposed to clarify recurring issues frequently subject of dispute;

16. The Commission later approved the above-mentioned provisions in its Decision dated December 9, 2013 in ERC Case No. 2013-055 RC citing that the implementation of the CSEEs will ensure the continuous supply of power at a fairly stable cost for the benefit of the Mindanao end-users¹²;

⁹ Section 6.1, *id.*

¹⁰ Section 6.4, *id.*

¹¹ Section 6.17, *id.*

¹² The contract duration of these CSEEs are for four (4) years. The annual ERC application for these CSEEs would cover only the change or revision in the Contracted Energy and Equivalent Demand depending on the changes in plant availability as provided for in Sec. 4.1.

The LOA of the Distribution Utilities located in the Mindanao Grid

17. Pursuant to Section 67 of the EPIRA and in compliance with the Commission's Order dated December 1, 2010 in ERC Case No. 2010-079 RC¹³, the LOAs between PSALM and the DUs in the Mindanao Grid are hereby submitted for the Commission's approval:
 - 17.1 Agusan del Norte Electric Cooperative, Inc. (ANECO) – [Annex "B-1"];
 - 17.2 Agusan del Sur Electric Cooperative, Inc. (ASELCO) – [Annex "B-2"];
 - 17.3 Bukidnon Second Electric Cooperative, Inc. (BUSECO) - [Annex "B-3"];
 - 17.4 Camiguin Electric Cooperative, Inc. (CAMELCO) - [Annex "B-4"];
 - 17.5 Cotabato Electric Cooperative, Inc. (COTELCO) - [Annex "B-5"];
 - 17.6 Davao del Sur Electric Cooperative, Inc. (DASURECO) - [Annex "B-6"];
 - 17.7 Davao Oriental Electric Cooperative, Inc. (DORECO) - [Annex "B-7"];
 - 17.8 Iligan Light and Power, Inc. (ILPI) - [Annex "B-8"];
 - 17.9 Lanao del Norte Electric Cooperative, Inc. (LANECO) - [Annex "B-9"];
 - 17.10 Misamis Occidental I Electric Cooperative, Inc. (MOELCI-I) - [Annex "B-10"];

¹³ *"In The Matter of the Application for the Approval of the Level of Market Transaction Fees for Calendar Years 2010-2011 for the Philippine Wholesale Electricity Spot Market (WESM), With Prayer for the Issuance of Ex-Parte Provisional Authority"*

- 17.11 Misamis Occidental II Electric Cooperative, Inc. (MOELCI-II) - [Annex "**B-11**";
- 17.12 Misamis Oriental II Rural Electric Service Cooperative, Inc. (MORESCO II) - [Annex "**B-12**";
- 17.13 Siargao Electric Cooperative, Inc. (SIARELCO) - [Annex "**B-13**";
- 17.14 South Cotabato I Electric Cooperative, Inc. (SOCOTECO I) - [Annex "**B-14**";
- 17.15 Sultan Kudarat Electric Cooperative, Inc. (SUKELCO) - [Annex "**B-15**";
- 17.16 Surigao del Norte Electric Cooperative, Inc. (SURNECO) - [Annex "**B-16**";
- 17.17 Surigao del Sur I Electric Cooperative, Inc. (SURSECO I) - [Annex "**B-17**";
- 17.18 Surigao del Sur II Electric Cooperative, Inc. (SURSECO II) - [Annex "**B-18**";
- 17.19 Zamboanga del Norte Electric Cooperative, Inc. (ZANECO) - [Annex "**B-19**";
- 17.20 Zamboanga del Sur I Electric Cooperative, Inc. (ZAMSURECO I) - [Annex "**B-20**";
- 17.21 Zamboanga del Sur II Electric Cooperative, Inc. (ZAMSURECO II) - [Annex "**B-21**";
- 17.22 Zamboanga City Electric Cooperative, Inc. (ZAMCELCO) - [Annex "**B-22**".

18. The above LOAs reflect an increase on the Contract Energy and Equivalent Demand (Annex I) of the CSEEs. The increase is based on the generation projection for 2014, wherein the power supply from NPC/PSALM – owned generating plants and NPC-Independent Power Producer (IPP) contracts would allow an average of sixteen percent (16%) increase in the equivalent demand and the corresponding increase in the contracted energy for Mindanao customers;
19. It is emphasized though that the terms and conditions of the above Mindanao DUs' CSEE/TSC as approved by the Commission in separate dates on October 19, 2006, August 3, 2008, February 25, 2013, and December 9, 2013 remain applicable, and have not been changed by these subsequent LOAs being submitted;
20. Likewise submitted for approval of the Commission is the new CSEE of Maguindanao Electric Cooperative, Inc. (MAGELCO) - [Annex "B-23"]. The old CSEEs of MAGELCO were only for a six (6)-month period. The last one was sent to MAGELCO last year, covering the period of December 26, 2013 to June 25, 2014 for signing and notarization. However, MAGELCO belatedly return to PSALM the signed and notarized CSEE for reasons known only to them, thus, had already expired. Recently, MAGELCO entered into a restructuring agreement with PSALM, undertaking to settle all its financial obligations with PSALM for a specified period. As such, PSALM granted MAGELCO a longer contract duration. The new CSEE is effective from June 26, 2014 until December 25, 2016, in order to coincide with the other Mindanao CSEEs;
21. Finally, in compliance with Section 4(e) of Rule 3 of the EPIRA, IRR and the Commission's Resolution No. 38-2006, and in support of the instant Application for the approval of the LOAs, a copy of the instant Application (including Annexes) was furnished to the Sangguniang Panlungsod of Makati City (Annex "C"). The Application (excluding Annexes) was also published in a newspaper of general circulation (Annex "D");

**ALLEGATIONS IN SUPPORT FOR THE ISSUANCE OF
PROVISIONAL AUTHORITY**

22. It acknowledges that the continued and efficient operation of the DUs is indispensable to the economic efficiency of the franchise area they service, not to mention the ripple effect of that efficiency to the economic growth of the entire country. In order for these DUs to continue delivering sufficient supply and stable cost of electricity to its customers, it is imperative that the LOAs be executed and implemented;
23. The Mindanao region has been suffering from low supply of electricity for decades. Because of the under supply, the allocation of the available generation capacity to the Mindanao DUs has been very tight. Thus, the increase in the contracted energy of the DUs under the above LOAs will definitely benefit the DUs and will ultimately redound to the benefit of the end-users. Also, the CSEE of MAGELCO had already expired on June 25, 2014 and despite the expiration, PSALM continued to supply electricity to said DU in order not to disrupt essential public service;
24. Accordingly, the grant of provisionally authority to execute the LOAs effective December 26, 2013 and the CSEE effective June 26, 2014, will benefit the DUs and will ultimately redound to the benefit of the end consumers. Attached to the Application is the Affidavit of Atty. Beatriz Irina C. Alazas, Department Manager, Electricity Trading Depart, under the Office of the Vice President – Asset Management Group of PSALM in support of this prayer (Annex "E");
25. Pursuant to the Commission's "*Rules of Practice and Procedures*", the Commission may exercise its discretion by granting provisional authority or interim relief prior to a final decision;
26. It is understood that the interim relief sought by PSALM that may be granted by the Commission, shall be subject to adjustments and other conditions that the Commission may impose after hearing and final determination thereof; and

PRAYER

27. It prays that the Commission: a) approves the duly negotiated LOAs for the increase in the contracted energy and equivalent demand; b) approve the new CSEE of MAGELCO for the period June 26, 2014 to December 25, 2016; and c) issue a Provisional Authority authorizing PSALM to implement the subject LOAs and CSEE with the concerned DUs in the Mindanao Grid.

Finding the said application to be sufficient in form and in substance with the required fees having been paid, the same is hereby set for jurisdictional hearing, expository presentation, pre-trial conference and evidentiary hearing on **April 21, 2015 (Tuesday) at nine o'clock in the morning (9:00 A.M.), at ERC Davao Field Office, Mezzanine Floor, Mintrade Building, Monteverde corner Sales Streets, Davao City.**

PSALM is hereby directed to cause the publication of the attached Notice of Public Hearing, at its own expense, twice (2x) for two (2) successive weeks in two (2) newspapers of general circulation in the Philippines, with the date of the last publication to be made not later than ten (10) days before the scheduled date of initial hearing. PSALM is also directed to inform the consumers, by any other means available and appropriate, of the filing of the instant 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 Governors of the Provinces of Agusan del Norte, Agusan del Sur, Bukidnon, Misamis Oriental, Camiguin, North Cotabato, South Cotabato, Davao del Sur, Davao Oriental, Lanao del Norte, Misamis Occidental, Surigao del Norte, Surigao del Norte, Sultan Kudarat, Zamboanga del Norte, Zamboanga del Sur and the Mayors of Makati City and Quezon City for the appropriate posting thereof on their respective bulletin boards.

PSALM is 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 and pre-trial conference, PSALM must submit to the Commission its written Compliance with the jurisdictional requirements attaching therewith, methodically arranged and duly marked, the evidences on the actual posting and publication of the Notice of Public Hearing consisting of certifications issued to that effect, signed by the afore-mentioned Mayors and Governors or their duly authorized representatives, bearing the seals of their offices, and the affidavits of the Editor 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.

PSALM 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 thereof 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 PSALM 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, PSALM must also be prepared to make an expository presentation of its application, aided by whatever communication medium that it may deem appropriate for the purpose, in order to put in plain words and explain, for the benefit

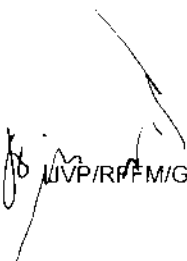
of the consumers and other concerned parties, what the application is all about and the reasons and justifications being cited in support thereof.

SO ORDERED.

Pasig City, March 9, 2015.

FOR AND BY AUTHORITY
OF THE COMMISSION:


ZENAIDA G. CRUZ-DUCUT
Chairperson *per 4*



Copy Furnished:

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5. **CAMIGUIN ELECTRIC COOPERATIVE, INC. (CAMELCO)**
Pandán, Mambajao, Camiguin
6. **COTABATO ELECTRIC COOPERATIVE, INC. (COTELCO)**
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7. **DAVAO DEL SUR ELECTRIC COOPERATIVE, INC.
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13. **MISAMIS ORIENTAL II ELECTRIC COOPERATIVE, INC.
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14. **SIARGAO ISLAND ELECTRIC COOPERATIVE, INC.
(SIARELCO)**
Catabaan, Dapa, Surigao del Norte
15. **SOUTH COTABATO I ELECTRIC COOPERATIVE, INC.
(SOCOTECO I)**
Matulas, City of Koronadal, South Cotabato
16. **SULTAN KUDARAT ELECTRIC COOPERATIVE, INC.
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National Highway, Tacurong City, Sultan Kudarat
17. **SURIGAO DEL NORTE ELECTRIC COOPERATIVE, INC.
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18. **SURIGAO DEL SUR I ELECTRIC COOPERATIVE, INC.
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19. **SURIGAO DEL SUR II ELECTRIC COOPERATIVE, INC.
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23. **ZAMBOANGA CITY ELECTRIC COOPERATIVE, INC.
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26. **THE SENATE COMMITTEE ON ENERGY**
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27. **THE HOUSE COMMITTEE ON ENERGY**
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32. **OFFICE OF THE PROVINCIAL GOVERNOR**
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Province of Davao Oriental
34. **OFFICE OF THE PROVINCIAL GOVERNOR**
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35. **OFFICE OF THE PROVINCIAL GOVERNOR**
Province of South Cotabato
36. **OFFICE OF THE PROVINCIAL GOVERNOR**
Province of North Cotabato
37. **OFFICE OF THE PROVINCIAL GOVERNOR**
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39. **OFFICE OF THE PROVINCIAL GOVERNOR**
Province of Bukidnon
40. **OFFICE OF THE PROVINCIAL GOVERNOR**
Province of Agusan del Sur
41. **OFFICE OF THE PROVINCIAL GOVERNOR**
Province of Sultan Kudarat
42. **OFFICE OF THE PROVINCIAL GOVERNOR**
Province of Zamboanga del Norte

43. **OFFICE OF THE PROVINCIAL GOVERNOR**
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44. **OFFICE OF THE PROVINCIAL GOVERNOR**
Province of Agusan del Norte
45. **Office of the City Mayor**
Makati City
46. **Office of the City Mayor**
Quezon City