

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




**IN THE MATTER OF THE  
JOINT APPLICATION FOR  
THE APPROVAL OF THE  
ELECTRIC POWER  
PURCHASE AGREEMENT  
(EPPA) ENTERED INTO BY  
AND BETWEEN SOUTH  
COTABATO II ELECTRIC  
COOPERATIVE, INC.  
(SOCOTECO II) AND FDC  
MISAMIS POWER  
CORPORATION (FDC  
MISAMIS),**

**ERC CASE NO. 2015-178 RC**

**SOUTH COTABATO II  
ELECTRIC COOPERATIVE,  
INC. (SOCOTECO II) AND  
FDC MISAMIS POWER  
CORPORATION (FDC  
MISAMIS),**

**Applicants.**

X-----X

**D O C K E T E D**  
Date: JUN 11 2018  
By: 

**ORDER**

On 20 October 2015, South Cotabato II Electric Cooperative, Inc. (SOCOTECO II) and FDC Misamis Power Corporation (FDC Misamis) filed a joint *Application* dated 01 October 2015 (Application) for the approval of the Electric Power Purchase Agreement (EPPA) dated 20 August 2013 with *Amendment Agreement* (Amendment Agreement) entered into by the parties.

In their *Application*, SOCOTECO II and FDC Misamis alleged the following:

**THE APPLICANTS**

1. SOCOTECO II was created pursuant to the provisions of the National Electrification Administration Act (R.A. 6038) as amended by Presidential Decree No. 269. Pursuant to this decree, SOCOTECO I was incorporated and registered on May 07, 1977 with principal office at General Santos City,

South Cotabato. SOCOTECO II serves the power requirements of the City of General Santos and the Municipalities of Glan, Malapatan, Alabel, Malungon, Kiamba, Maasim and Maitum, all in the Province of Sarangani and the Municipalities of Polomok and Tupi in the Province of South Catabato.

2. FDC MISAMIS is a Corporation duly organized and existing under Philippine Laws, with principal office address at 30<sup>th</sup> Floor PBCom Tower, 6795 Ayala Avenue cor. V. A. Rufino St., Makati City. FDC MISAMIS were formerly known and registered under the names Green Renewable Power Holdings, Inc and Strong Field Energy Corporation. FDC MISAMIS is wholly owned subsidiary of FDC Utilities, Inc.
3. Applicants may be served Orders and other processes through its undersigned counsels.

#### **COMPLIANCE WITH PRE-FILING REQUIREMENTS**

4. In compliance with Rule 6 of the ERC Rules and in support of the instant Joint Application for the approval of the EPPA, a copy of the instant Joint Application (including Annexes) was furnished to the respective legislative bodies of the City of General Santos, and the Province of South Cotabato, where SOCOTECO II principally operates.
5. Likewise, a copy of the instant Joint Application (including Annexes) was furnished to the City of Makati where FDC MISAMIS principally operates.
6. The entire Joint Application, excluding the Annexes, was published in a newspaper of general circulation within the Franchise Area or area where SOCOTECO II and FDC MISAMIS principally operate.

#### **SOCOTECO II POWER SITUATION**

7. Since 2010, the Mindanao Grid has been experiencing a significant shortfall in power supply causing widespread power interruption. The existing capacity in the island is composed of more than 50 percent hydroelectric power plant which is dependent on the availability of water and affected by weather conditions. Based on the 2012-2030 Supply - Demand Outlook issued by DOE, a total of 1,600 MW additional capacities are needed during the planning period to meet the electricity demand and the required reserve margin of the grid.
8. SOCOTECO II is requiring an annual energy of 142MW for 2015. With the privatization of the PSALM/NPC generation plants and coupled with the insufficiency of supply in Mindanao, it has become increasingly difficult for PSALM to sustain the demands of its Mindanao customers. As it is, PSALM can no longer supply the electric power requirements of its existing customers; including

SOCOTECO II. PSALM confirmed that it has insufficient capacity to supply the additional power requirements of Mindanao Distribution Utilities beyond the contracted energy and equivalent demand in its existing Contract for the Supply of Electric Energy (CSEE) with PSALM.

9. Based on SOCOTECO II's actual and forecasted load data, its contract energy and demand requirements for the years 2015 to 2030 are increasing. In order for SOCOTECO II to meet its obligations to its member consumers (Sec. 1, DOE Department Circular No. 2003-12-011), and in making sure that its requirements are fully covered by supply contracts (Sec. 4.3, DOE Department Circular No. 2010-03-0003), SOCOTECO II should secure a power supply agreement of about 45,000kW.
10. Based on the SOCOTECO II Fifteen Year Demand and Energy Forecast, the demand requirement of SOCOTECO II is expected to grow every year, from 142 MW in 2015 to 297 MW in 2030.
11. Given its demand growth and in order to obtain a secure and adequate supply of electricity for its consumers during this time, SOCOTECO II sought out other generation companies and sources of electricity in the Mindanao Grid and solicited offers and/or expressions of interest from these power suppliers to supply its growing power requirements.
12. Among the offers that SOCOTECO II considered was one from the FDC MISAMIS which made an offer to SOCOTECO II to supply its power requirements. FDC MISAMIS is committed to construct 405MW Coal Fired Power Plant in the PHIVIDEC Industrial Estate in Misamis Oriental. The power plant is scheduled to be commissioned in 2016.
13. SOCOTECO II thoroughly evaluated all the offers/expressions of interest submitted to it and determined that the offer of FDC MISAMIS to be the one most advantageous to its consumers.
14. SOCOTECO II has forecasted and simulated the effect of the inclusion of the power supplied by FDC MISAMIS on its generation costs upon the commercial operation of the power plant of FDC MISAMIS, taking into consideration the reduced supply from PSALM and the expected commercial operation of FDC MISAMIS:

<b>TOTAL ENERGY COST</b>	<b>₱534,902,550.66</b>
<b>TOTAL ENERGY CONSUMED</b>	<b>97,584,000</b>
<b>BLENDED RATE</b>	<b>₱5.4815</b>

**THE ELECTRIC POWER PURCHASE AGREEMENT**

15. After extensive negotiations with FDC MISAMIS, SOCOTECO II signed on 20 February 2013, an Electric Power Purchase Agreement (EPPA) with FDC MISAMIS for a contracted demand of 10MW for 25 years. On October 18, 2014, SOCOTECO II signed an Amendment Agreement with FDC MISAMIS, amending, among others, the contracted demand and energy by 15MW effective 27 September, 2016 and by 20MW effective 27 September, 2017.

**Executive Summary**

16. The EPPA governs the relationship between Supplier and Customer for the sale of electric power. The electric power supply will be drawn from the 3x135MW CFB Coal-fired power plant to be constructed, owned and operated by FDC MISAMIS. During plant outage, replacement power will be sourced from other facilities of the FDC MISAMIS, or of any third party, including the WESM or its equivalent. The commencement of the obligation of FDC MISAMIS to deliver of electric power to its customers is subject to the satisfaction of conditions precedent, including the declaration of the commercial operation of the power plant. Generation Charges for pre-commercial operation and during commercial operation are computed separately. The EPPA is subject to customer's security deposit, assignment, termination and buy-out.

**Salient Features**

17. The EPPA, as amended, between SOCOTECO II and FDC MISAMIS contains the following salient terms and conditions:
- 17.1. Commercial Operation Date - The target Commercial Operation Date is thirty six (36) calendar months after all the requirements (Conditions Precedent to Commercial Operation Date) has been met.
- 17.2. Term - The Term of the EPPA shall be twenty five (25) years from the Commercial Operation Date, unless extended (a) by the grant of grace period; (b) due to Force Majeure; or (c) by mutual written agreement by the Parties.
- 17.3. Service Specification – The Applicants agreed to the following service specifications:

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	From Commercial Operation Date	Increase from September 26, 2016	Increase from September 26, 2017	Total Beginning September 26, 2017
Contracted Demand (kW)	10,000	15,000	20,000	45,000
Contracted Energy (kWh)	87,600,000	131,400,000	175,200,000	394,200,000
Customer Load Factor	100%			
Customer's Minimum Demand	At least 40% of customer's Contracted Demand			
Delivery Point	Plant Gate FDC Misamis Power Corporation's Power Plant			
Voltage at the Plant Gate	138kV			

- 17.4. Increase in Contracted Energy, Monthly Nominated Energy or Contracted Demand - Customer may request an increase to the Contracted Energy, monthly nominated energy or Contracted Demand of a particular Billing Period by delivery of written notice at least sixty (60) days before the date on which such adjustment is proposed to take effect, setting out the reasons therefor.
- 17.5. Premium Charge for Excess Consumption - For consumption higher than the Contracted Energy and/or monthly nominated energy, Customer shall pay the Generation Charge applicable plus a Premium Charge of 10%.
- 17.6. Replacement Power In Excess of Outage Allowance - The Supplier shall exert best efforts to procure Replacement Power beyond the Outage Allowance. Notwithstanding any provision in this Agreement to the contrary, the Supplier has the right to source Replacement Power for the Customer from other current or future facilities of the Supplier or of any third party, including the WESM or its equivalent, at the sole election of the Supplier.
- 17.7. Generation Charge. SOCOTECO II shall pay the generation charge consisting of variable and fixed charges, subject to adjustments. The generation charges for pre-commercial operation and during commercial operation are computed based on the Base Energy Rate (BER) computation as follows:

$$\mathbf{BER = (FC_{base} + VC_{base})/Energy}$$

$$\mathbf{A.) FC_{base} = (CRF^{kW}_{base} + PHP\ O\&M^{kW}_{base} + US\ O\&M^{kW}_{base}) * CD}$$

Where:

$$CRF^{kW}_{base} = PHP\ 1,924.48/kW$$

$$PHP\ O\&M^{kW}_{base} = PHP\ 474.75/kW$$

$$US\ O\&M^{kW}_{base} = PHP\ 30.64/kW$$

$$\mathbf{B.)\ VC_{base} = [DCP_{base}] * [Forex_{base}] * [MCR] * [Energy] / Conversion\ Factor}$$

Where:

$$\begin{aligned} DCP_{base} &= US\$72/MT \\ Forex_{base} &= PHP\ 41.12/US\$ \\ MCR &= 0.70kg/kWh \\ Energy &= 14,600,000\ kWh \\ Conversion\ Factor &= 1,000\ kg/MT \end{aligned}$$

- 17.8. Customer Failure to Offtake Power - If the Customer offtakes power less than the Contracted Energy and/or Contracted Demand, the Customer shall still pay the full Generation Charge for the Contracted Energy and/or Contracted Demand, and all applicable fees, charges and costs.
- 17.9. Transmission Fees, Ancillary Services Charges, Line Rental Charges, and WESM Costs - The Customer shall pay for Transmission Fees, Ancillary Services Charges, Line Rental Charges, and WESM Costs. All other transmission charges and market related fees/charges that are not part of the generation charge shall be for the account of Customer.
- 17.10. Security Deposit - The Security Deposit shall be in an amount equivalent to one hundred percent (100%) of the projected highest monthly Power Bill for the first Contract Year of the Agreement.
- 17.11. Assignment. In all cases of valid assignment, the assignee shall assume all the rights and obligations of the assignor under this Agreement.
- 17.12. Adjustments Due to Force Majeure - The Supplier shall have seventy-two (72) hours to restore interrupted supply counted from the time a Force Majeure Event prevented it from supplying electric power to the Customer. The Customer shall not be entitled to interruption adjustment during such period. On the other hand, the Customer shall have seventy-two (72) hours to resume taking electric power counted from the time a Force Majeure Event prevented it from fully taking its Contracted Energy.

**OTHER RELATED DOCUMENTS**

18. In further support of the instant application, Applicants most respectfully submit to the Honorable Commission, the following documents:

ANNEX	NATURE OF DOCUMENTS
A	Electric Power Purchase Agreement between FDC MISAMIS and SOCOTECO II dated August 20, 2013
A-1	EPPA Amendment No. 1
B	SOCOTECO II Certificate of Franchise No. 059
B-1	SOCOTECO II Certificate of Franchise No. 080
C	SOCOTECO II Certificate of Registration
D	SOCOTECO II Articles of Incorporation
E	FDC-MISAMIS Certificate of Registration
E-1	Green Renewable Power Holdings Inc.'s Certificate of Incorporation
E-2	Strong Field Energy Corporation's Certificate of Filing of Amended Articles of Incorporation
F	FDC-MISAMIS General Information Sheet
G	FDC-MISAMIS latest Audited Financial Statements
H	Affidavit of Service of Application (including annexes) to the Legislative Body of the City of General Santos, South Cotabato
H-1	Affidavit of Service of Application (including annexes) to the Legislative Body of the Province of South Cotabato
I	Affidavit of Service of Application (including annexes) to the Legislative Body of the City of Makati
J	Copy of the Affidavit of Publication
J-1	Copies of Newspaper Publication of General circulation within the franchise area or area where SOCOTECO II and FDC MISAMIS principally operate.
K	PSALM certification of insufficient capacity to supply Mindanao Distribution Utilities.
L	SOCOTECO II Actual and Forecasted Load Data from 2015-2030
M	SOCOTECO II Procurement Process (in a sealed envelope)
N	SOCOTECO II Rate Impact Analysis
O	SOCOTECO II Board Resolution No. 44 Series of 2013
O-1	SOCOTECO II Board Resolution No. 44 Series of 2014
O-2	SOCOTECO II Board Resolution No. 34 Series of 2015
P	Sources of Funds/Financial Plans; Debt/Equity Ratio; Project Cost; and Computation on Return on Investment/WACC (in a sealed envelope)
Q	Board of Investments (BOI) Certificate of Registration
R	FDC-MISAMIS Environmental Compliance Certificate
S	FDC-MISAMIS Fuel Procurement Process (in a sealed envelope)
T	Land Bank of the Philippines Certification – Indicative Key Terms and Conditions (in a sealed envelope)

19. Pursuant to ERC Resolution No. 9, series of 2010, FDC MISAMIS shall file the necessary application for a COC no later than (3) months prior to the commercial operations date of the 3X135MW CFB coal-fired power plant.

**ALLEGATIONS IN SUPPORT OF THE  
MOTION FOR CONFIDENTIAL TREATMENT OF  
INFORMATION**

20. The Honorable Commission may, upon request of a party and determining that the disclosure of information requested to be treated as confidential information is justified, treat certain information submitted to it as confidential. SOCOTECO II and FDC MISAMIS is bound by confidentiality agreement prohibiting the disclosure of any business, technical, marketing, operational, organizational, financial or other information and trade secrets and other confidential documents, papers and information. Accordingly, the

Applicants respectfully request before the Honorable Commission that **Annexes "M, P, S, T"** not be disclosed and be treated as confidential in accordance with Rule 4 of the ERC Rules. These Annexes contain confidential information critical to the business operation of FDC MISAMIS including trade secrets and business calculations, assumptions and projections.

**PRAYER**

**WHEREFORE** Applicants SOCOTECO II and FDC MISAMIS most respectfully pray that the Honorable Commission:

- (a) Approve the duly negotiated EPPA between herein Applicants;
- (b) An Order be issued (a) treating Annexes and the information contained therein as confidential, (b) directing their non-disclosure pursuant to Rule 4 of the ERC Rules, and (c) prescribing the guidelines for the protection thereof;
- (c) SOCOTECO II and FDC MISAMIS also prays that after trial on the merits, the Honorable Commission issue a permanent approval of the EPPA, as amended, between SOCOTECO II and FDC MISAMIS which would authorize SOCOTECO II to charge and collect the fees under the EPPA as well as authorize SOCOTECO II to pass on the full amount to its consumers; and

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



## FACTUAL ANTECEDENT

On 20 October 2015, SOCOTECO II and FDC Misamis filed the instant joint *Application*. The same was filed prior to the effectivity of Commission's Resolution No. 13, Series of 2015<sup>1</sup> (CSP Resolution), which took effect of 07 November 2015, and Resolution No. 1, Series of 2016<sup>2</sup>, which took effect on 23 March 2016 and effectively restating on 30 April 2016 the requirement to conduct a Competitive Selection Process (CSP) in Distribution Utilities' (DUs) procurement of Power Supply Agreements with Generation Companies (GenCos).

On 10 May 2016, the Commission, having found the said *Joint Application* to be sufficient in form and substance, issued an *Order* and a *Notice of Public Hearing*, setting the case for determination of compliance with the jurisdictional requirements, expository presentation, Pre-trial Conference, and presentation of evidence on 21 June 2016.

During the 21 June 2016 hearing, Atty. Ronaldo G. Gomez (Atty. Gomez), the Presiding Officer assigned to hear the case, informed the parties that there were certain clarifications, which he intends to propound before calling the instant application into order.

Atty. Gomez noted that there were alleged infirmities in the EPPA and *Amendment Agreement* subject of the instant *Application* based on the following observations:

- a. The Acknowledgments for the EPPA were notarized by two (2) different Notary Public for each of the two (2) signatories: Mr. Elenito Senit (Senit) of SOCOTECO II and Mr. Jesus N. Alcorido (Alcorido) of FDC Misamis. The acknowledgments of the EPPA were executed separately by the parties, one in the General Santos with Mr. Senit, as signatory for SOCOTECO II and the second in Makati City with Mr. Jesus N. Alcorido, respectively. The Notarial Law accordingly requires the presence of both the acknowledging parties on the said EPPA;
- b. The same observations were also made in the *Amendment Agreement* relative to the execution of the acknowledgment, and that said amendment was not signed by a certain Mr.

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<sup>1</sup> A Resolution Directing All Distribution Utilities (DUs) To Conduct A Competitiver Selection Process (CSP) In The Procurement Of Their Supply To The Captive Market, the same became effective on 07 November 2015.

<sup>2</sup> A Resolution Clarifying The Effectivity of ERC Resolution No. 13, Series of 2015, clarified the effectivity of the CSP Resolution to be 30 April 2016.

Mario R. Pangilinan (Pangilinan), the President and authorized signatory of FDC Misamis; and

- c. The notarized Acknowledgment for Mr. Senit did not indicate proof of his identity, hence, in violation with Rule II, Section 12 of the 2004 Rules on Notarial Practice.

Atty. Gomez then informed the parties and the attending public that he cannot proceed with the hearing and have to cancel and dismiss the case due to a defective EPPA, the Acknowledgment of which is fatally defective, not being executed in accordance with the Notarial Law. Thus, the hearing was cancelled by the Presiding officer.

Meanwhile, FDC Misamis, through its counsel, manifested that it will submit an explanation on the seeming discrepancy and violation of the Notarial Law. Hence, FDC Misamis stressed its intention to file a Motion for Reconsideration on the said dismissal.

Lastly, FDC Misamis then moved that it be allowed to present its compliance with the Commission's posting and publication of notice requirements as contained in the 10 May 2016 Order, pending the resolution of the dismissal of the case. The motion was denied. Nevertheless, Atty. Gomez stressed that Applicants may seek for the reconsideration of his initial findings before the Commission *En Banc*.

On 01 July 2016, Applicants SOCOTECO II and FDC Misamis filed with the Commission an *Omnibus Motion with Prayer for Inhibition* (Omnibus Motion). Applicants prayed, among others, that the instant case be set for hearing and an order be issued for the inhibition of Atty. Ronaldo G. Gomez from further proceedings.

On 03 January 2018, SOCOTECO II filed a *Letter* dated 22 December 2017 to inform the Commission of Board Resolution No. 70, Series of 2017 (Board Resolution) issued by SOCOTECO II's Board of Directors (Board). The Board Resolution, in effect, approved the withdrawal by SOCOTECO II of the instant *Application*.

On 20 February 2018, FDC Misamis filed a *Reply Letter* opposing the withdrawal made by SOCOTECO II.

Consequently, on 28 March 2018, the Commission issued an *Order* setting the case for clarificatory hearing on 16 April 2018.

During the 16 April 2018 hearing, Applicants were directed to submit proofs of compliance with the posting and publication requirements set forth in the *Order* of the Commission dated 10 May 2016.

On 18 April 2018, FDC Misamis filed a *Compliance* of even date with attached proof of compliance with posting and publication requirements. In the said compliance, it manifested that it complied with the posting and publication of notice requirements, however, the Certification from the Legislative Body of the Local Government Unit concerned were in possession of SOCOTECO II and yet to be submitted.

However, the Commission, upon perusal of the *Compliance* submitted by FDC Misamis, found that Applicants failed to submit the required Certifications of Posting from all the affected Local Government Unit (LGU) Legislative Bodies within SOCOTECO II's franchise area.

On 23 May 2018, SOCOTECO II filed a *Motion to Withdraw Joint Application* of even date.

**IN VIEW OF THE FOREGOING**, the instant *Application* is hereby set anew for determination of compliance with the jurisdictional requirements on **05 July 2018 (Thursday) at nine o'clock in the morning (9:00 A.M.) at SOCOTECO II's Principal Office, General Santos City, South Cotabato.**

Accordingly, SOCOTECO II and FDC Misamis are hereby directed anew to:

- 1) 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;
- 2) Furnish with copies of this Order and the attached Notice of Public Hearing the Offices of the Provincial Governors, the City and Municipal

legislative bodies within the affected franchise area for the appropriate posting thereof on their respective bulletin boards;

- 3) Inform of the filing of the *Application*, its reasons therefor, and of the scheduled hearing thereon the consumers within the affected franchise area, by any other means available and appropriate;
- 4) Furnish with copies of this Order, and the attached Notice of Public Hearing the Office of the Solicitor General (OSG), the Commission on Audit (COA), and the Committees on Energy of both Houses of Congress. They are hereby requested, if they so desire to send their duly authorized representatives at the scheduled hearing; and
- 5) Furnish with copies of the *Application*, and its attachments all those making request therefor, subject to reimbursement of reasonable photocopying costs.

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

- 1) The evidence of publication of the attached Notice of Public Hearing consisting of affidavits of the Editors or Business Managers of the newspapers where the said Notice of Public Hearing was published, and the complete issues of the said newspapers;
- 2) The evidence of actual posting of this Order and the attached Notice of Public Hearing consisting of certifications issued to that effect signed by the aforementioned Governors, Mayors and LGU legislative bodies or their duly authorized representatives bearing the seals of their offices.
- 3) The evidence of the means employed by Applicants to inform of the filing of the *Application*, its reasons therefor, and of the scheduled hearing thereon, the consumers within the affected franchise area;
- 4) The evidence of receipt of copies of the *Application* and this Order and the attached Notice of Public Hearing by

the Office of the Solicitor General (OSG), the Commission on Audit (COA), and the Committees on Energy of both Houses of Congress;

- 5) The evidence of receipt of the copies of the *Application* and its attachments by all those making requests therefor, if any; and
- 6) Such other proofs of compliance with the requirements of the Commission.

Applicants 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:

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

Failure of SOCOTECO II and FDC Misamis to comply with the above requirements within the prescribed period shall be a ground for cancellation of the scheduled hearing, and the resetting of which shall be six (6) months from said date of cancellation.

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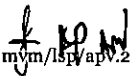
SOCOTECO II and FDC Misamis must also be prepared to make an Expository Presentation of their *Application*, aided by whatever communication medium they may deem appropriate for the purpose, in order to put in plain words and explain, for the benefit of the consumers and other concerned parties, what the *Application* is all about and the reasons and justifications being cited in support thereof.

**SO ORDERED.**

Pasig City, 04 June 2018.

FOR AND BY AUTHORITY  
OF THE COMMISSION:

  
**JOSEFINA PATRICIA A. MAGPALE-ASIRIT**  
*Oversight Commissioner for Legal*

  
LS: mym/lsp/apv.2015-178 RC SOCOTECOII&FDC

Copy furnished:

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2. Atty. Anna Tricia P. Evangelista  
*Counsel for SOCOTECO II*  
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Unit 1708 Jollibee Plaza 1906 Bontong Camaman-an  
Cagayan de Oro City
3. South Cotabato II Electric Cooperative, Incorporated (SOCOTECO II)  
Jose Catolico Avenue, Lagao, General Santos City
4. FDC Misamis Power Corporation (FDC MISAMIS)  
23rd Floor, PBCOM Tower, 6795 Ayala Avenue  
corner V.A. Rufino St., Makati City
5. Office of the Solicitor General (OSG)  
134 Amorsolo Street, Legaspi Village,  
City of Makati 1229
6. Commission on Audit (COA)  
Commonwealth Avenue,  
Quezon City 1121
7. Senate Committee on Energy  
GSIS Building, Roxas Boulevard,  
Pasay City 1300
8. House of Representatives Committee on Energy  
Batasan Hills, Quezon City 1126
9. Office of the City Mayor  
General Santos City, South Cotabato
10. Office of the Sangguniang Panglungsod  
General Santos City, South Cotabato

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11. Office of the Municipal Mayor  
Glan, Sarangani
12. Office of the Sangguniang Bayan  
Glan, Sarangani
13. Office of the Municipal Mayor  
Malapatan, Sarangani
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Malapatan, Sarangani
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16. Office of the Sangguniang Bayan  
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25. Office of the Municipal Mayor  
Polomok, South Cotabato
26. Office of the Sangguniang Bayan  
Polomok, South Cotabato
27. Office of the Municipal Mayor  
Tupi, South Cotabato
28. Office of the Sangguniang Bayan  
Tupi, South Cotabato
29. Office of the Governor  
Province of South Cotabato
30. Office of the Sangguniang Panlalawigan  
Province of South Cotabato
31. Office of the Governor  
Province of Sarangani
32. Office of the Sangguniang Panlalawigan  
Province of Sarangani
33. Philippine Chamber of Commerce and Industry (PCCI)  
3<sup>rd</sup> Floor, Chamber and Industry Plaza (CIP),  
1030 Campus Avenue corner Park Avenue,  
McKinley Town Center, Fort Bonifacio, Taguig City

34. Regulatory Operations Service (ROS)  
17F Pacific Center Building, San Miguel Avenue, Pasig City