

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



**IN THE MATTER OF THE
APPLICATION FOR THE
APPROVAL OF THE POWER
SUPPLY AGREEMENT (PSA)
BETWEEN ISABELA II
ELECTRIC COOPERATIVE,
INC. AND BKS GREEN
ENERGY CORP. WITH
PRAYER FOR PROVISIONAL
AUTHORITY AND/OR
INTERIM RELIEF AND
MOTION FOR
CONFIDENTIAL
TREATMENT OF
INFORMATION**

ERC CASE NO. 2021-043 RC

**ISABELA II ELECTRIC
COOPERATIVE, INC.
(ISELCO II) AND BKS
GREEN ENERGY CORP.
(BKS),**

Applicants.

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Promulgated:

June 29, 2021

ORDER

On 08 June 2021, Isabela II Electric Cooperative, Inc. (ISELCO II) and BKS Green Energy Corp. (BKS) filed a *Joint Application* dated 03 March 2021 (Application), seeking the Commission's approval of their Power Supply Agreement (PSA), with prayer for issuance of provisional authority and/or interim relief and motion for confidential treatment of information.

The pertinent allegations of the *Joint Application* are hereunder quoted as follows:

1. Applicant ISELCO II is an electric cooperative duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Government Center, Alibagu, City of Ilagan, Isabela.

Pursuant to Presidential Decree No. 269, ISELCO II holds an exclusive franchise issued by the National Electrification Commission to operate an electric light and power distribution services in the Province of Isabela, particularly in the City of Ilagan and Municipalities of Palanan, Burgos, Gamu, Aurora, San Manuel, Roxas, Maconacon, Divilacan, Mallig, Quezon, Quirino, Sta. Maria, San Pablo, Delfin Albano, Sto. Tomas, Cabagan, Tumauini, Naguilian, Benito Soliven and San Mariano (“Franchise Area”). It may be served with notices and other processes of this Honorable Commission through its counsel at the address indicated herein.

2. Applicant BKS is a renewable energy generation company duly organized and existing under the laws of the Republic of the Philippines with principal address at Barangay Limbauan, San Pablo, Isabela. It may be served with notices and other processes of this Honorable Commission through its counsel at the address indicated herein.
3. BKS shall construct, own, operate and manage the 5 MW Limbauan Solar Power Project in Barangay Limbauan, San Pablo, Isabela.

NATURE OF THE APPLICATION

4. This Application is filed pursuant to Rule 20 (B) of the Energy Regulatory Commission’s Rules of Practice and Procedures and other pertinent rules and regulations, for the Honorable Commission’s approval of the Power Supply Agreement between ISELCO II and BKS Green Energy Corp. A copy of the PSA is attached hereto as **Annex “B”**.

STATEMENT OF THE FACTS

5. At present, ISELCO II sources its power requirements from the following suppliers:

SUPPLIER	CONTRACT CAPACITY (MW)	TERM (years)	ERC APPROVAL
Anda Power Corporation	5 MW	13 years until December 1, 2030	ERC Case No. 2016-085RC
SMC Consolidated Power Corporation	18 MW	5 years until December 1, 2024	ERC Case No. 2016-121RC

6. Based on the power situation outlook for 2021 and succeeding years, ISELCO II foresees a capacity deficit in its portfolio, particularly peaking requirements due to increased demand. In fact, its 5-year power supply agreement with San Miguel Electric Corporation already expired in 01 December 2019.

7. In order to ensure continuous and reliable supply of electricity for ISELCO II's customers, there is a need for ISELCO II to source its peaking requirements through bilateral power supply contracts.
8. Under Section 45 (b) of Republic Act No. 9136 ("EPIRA"), it is provided that "Distribution Utilities may enter into bilateral power supply contracts subject to review by the ERC xxx".
9. Following the conduct of competitive selection process ("CSP"), on 10 November 2020, ISELCO II executed a PSA with BKS, for the purchase of electric energy by its Plant corresponding to 5 MW (net). The conduct of CSP by ISELCO II proceeded as follows:
 - 9.1. On 10 and 20 April 2019, ISELCO II caused the publication of an Invitation to Bid, which contained basic terms of reference, indicating a summary of the process and timelines of the CSP, and inviting power generation companies to submit an Expression of Interest on or before the deadline set out in the said invitation. At the same time, ISELCO II caused the posting thereof on its website and the Department of Energy's ("DOE") e-based portal.
 - 9.2. On 7 May 2019, a pre-bid conference was held. Detailed evaluation of bids and post-qualification evaluation were conducted from 17 to 28 June 2019.
 - 9.3. On 16 August 2019, the Third-Party Bids and Awards Committee (TPBAC) convened for the final evaluation of the bids and declared BKS' bid as the LOWEST EVALUATED AND RESPONSIVE BID as the same "complied with all necessary requirements and conditions of the bidding documents".
 - 9.4. On 12 November 2019, a Notice of Award was issued in favor of BKS.
 - 9.5. On 09 September 2019, ISELCO II's TPBAC wrote to National Electrification Administration ("NEA") pursuant to NEA guidelines for the review of the PSA prior to signing.
 - 9.6. On 20 July 2020, NEA issued a notice informing ISELCO II that it may proceed with the signing of the PSA with BKS Green Energy Corp.

**MATERIAL PROVISIONS AND OTHER RELEVANT
INFORMATION OF THE PSA**

10. The PSA between ISELCO II and BKS, contains the following salient features:

“Article IV. TERM AND RENEWAL

4. The Contract Term for the supply of power under this Agreement shall be for a period of Fifteen (15) Years, commencing on Commercial Operation Date (COD) of the Power Plant on 26 May 2022 to 25 May 2037 (Contract Term), subject to the approval of the Energy Regulatory Commission (ERC) and unless terminated by the Parties in accordance with this Agreement.

Notwithstanding the end of the Contract Term, the Parties agree to perform any obligations that arise prior to the end of the Contract Term, or by their nature are to be performed after the expiration of this Agreement, or which are expressed herein to survive the termination of this Agreement.

xxx

**Article V. CONTRACTED CAPACITY AND ENERGY
AND CONTRACT RATE**

5. The Power Plant subject of this Agreement is a Solar Energy Plant with an installed capacity of 5 Mw. The Power Plant shall be embedded in the Customer’s distribution system.

5.1. On COD onwards, the Supplier shall make available at the Delivery Point, and sell to the Customer the Contracted Capacity and Energy of 5 Mw. The Supplier may make available/sell additional energy upon request of the Customer.

5.2. The Customer shall pay the Supplier for the Contracted Energy made available and delivered on a monthly basis at the Contract Rate FIVE PESOS AND FORTY CENTAVOS per Kilo-watt-hour (Php5.40/KWh). The Contracted Rate of FIVE PESOS AND FORTY CENTAVOS PER Kilo-watt-hour (Php5.40/KWh) shall be constant or no indexation over the life of this Agreement and shall decrease by TEN PERCENT (10%) if and when this Agreement is extended upon mutual agreement of the Parties and as may be approved by ERC. Hereunder is the breakdown of Php5.40/KWh, as follows:

Capital Recovery Fee	Php 3.967
Fixed O&M	1.410
Variable O&M	0.023
<hr/>	
	Php 5.400/KW

xxx

ARTICLE VI. OBLIGATION TO SUPPLY

6. The Supplier shall have the obligation to make available the Contracted Capacity and Energy during the Contract Term. However, the Supplier shall be excused from this obligation during any interruption or reduction due to: (i) an Event of Force Majeure affecting the Supplier or the Customer, (ii) any Scheduled Outage, *provided*, that, for the Contract Year in which any such outage occurs, the number of days for the Allowable Scheduled Outage are not yet exhausted for such year, or (iii) any Forced Outage, *provided*, that for the Contract Year in which such outage occurs, the number of days for the Allowed Forced Outage are not yet exhausted; or (iv) Major Maintenance Outage.

xxx

ARTICLE XI. TAXES AND OTHER CHARGES

11. Governmental Charges. It includes all Energy Tax, and other forms of taxes as may be imposed by the Government, except the Supplier's own income taxes and Local Business Taxes which shall be for the Supplier's account, benefits to host communities under DOE ER 1-94, universal charges imposed under RA 9136, and similar taxes and charges imposed by any government authority (Governmental Charges) on or with respect to the delivery of Contracted Capacity and Energy at, before or after the Delivery Point, including taxes on fuel (including supplemental fuel) purchased by the Supplier to generate electricity pursuant to this Agreement, or the transactions contemplated by this Agreement.

11.1. Governmental Charges shall be for the account of the Customer. In the event the Supplier is required by Applicable Laws to remit or pay any such Governmental Charges, such amounts will be set forth in the Monthly Bill for the applicable Billing Period and shall be due and payable by the Customer in accordance with Article X of this Agreement.

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ARTICLE XV. FORCE MAJEURE

15.1. Instances of Force Majeure Event. Subject to the provisions of the preceding Sections, the instances of Force Majeure Event shall include, but not be limited to the following:

- a) acts of war of the public enemy whether war is declared or not;
- b) public disorder, civil disturbance, insurrection, rebellion, acts or campaigns of terrorism, piracy, embargo, sabotage, blockage, revolution, riots or violent demonstrations;
- c) explosions, fires, earthquakes, lightning, typhoon, tsunami, flood, cyclone, volcanic eruptions, landslides or other natural disasters, acts of God, epidemic, quarantine or plague;

- d) any action or aggregation of actions or failure to act by a Governmental Instrumentality, including expropriation, requisition, confiscation, nationalization or other compulsory acquisition, export or import restriction or restrictions, rationing or allocations imposed by any Governmental Instrumentality, including closure of ports or rail tracks, docks, or other installations intended for use by maritime or rail transport respectively, or in the provision of services for those activities by any Governmental Instrumentality (in each instance, occurring in the Philippines);
- e) any Change in Applicable Law in the Philippines;
- f) strikes, lockdowns or other collective or industrial action by workers or employees occurring in the Philippines, *provided that* any Party that seeks to invoke such a strike, lockout or other collective or industrial action as a Force Majeure Event must first utilize all reasonable effort to continue performance of its obligations hereunder;
- g) radioactive contamination, ionizing radiation, or toxic or chemical contamination;
- h) unavailability of power from the Philippine Grid;
- i) any system emergency or transmission failure that may affect the delivery by the Supplier, or acceptance by the Customer, of power (except if due to the act or omission of the Party seeking to claim a Force Majeure Event, unless otherwise due to a Force Majeure Event). In case of disagreement as to the existence of a transmission failure, the Parties shall secure the necessary certification from the System Operator, which certification shall bind both Parties; and
- j) appropriate actions taken in response to any orders, warnings or advice given by a Governmental Instrumentality or the System Operator for safety reasons to implement emergency shutdown (except if due to the act or omission of the Party seeking to claim a Force Majeure Event, unless otherwise due to a Force Majeure Event).

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ARTICLE XX. ASSIGNMENT

20. Either Party may assign or otherwise transfer to a third party, permanently or temporarily, all or part of its rights and obligations under this Agreement subject to prior written consent of the other Party. The Customer may assign, transfer, designate or allocate a part or all its Contracted Capacity and Energy either permanently or for a certain number of Billing Periods, subject to the prior written consent of the Supplier.”
11. From the foregoing and given a certain set of assumptions, the annual effective rate under the PSA is Php 5.40 per kWh (at plant gate), as shown in the rate impact analysis below:

Table 1
 Impact Rate Analysis on the PSA between ISELCO II and BKS
 Reference Year 2019 (Actual Data of ISELCO II)

Description	Unit	Value
Total kWhr Purchased	kWhr	266,462,770.00
Billing Determinant	kWhr	9,355,860.00
MPSA Rate	Php/kWhr	5.40
BKS Effective Rate	Php/kWhr	4.21
Mix Rate (Other Gen)	Php/kWhr	7.64
Blended Rate (without BKS)	Php/kWhr	7.71
Blended Rate (with BKS)	Php/kWhr	7.52
Total Cost (without BKS)	Php	2,055,708,198.31
Total Cost (with BKS)	Php	2,033,969,801.30
Increase/(Decrease) in Cost	Php	(51,738,397.01)
Increase/(Decrease) in Rate	Php/kWhr	(.19)

12. Member-consumers of ISELCO II will benefit from the additional supply coming from BKS since the blended generation rate will be reduced by about Php 0.19/kWhr (as seen in the rate impact above) which will result to savings to consumers of around Php 51,738,397.01.
13. The need for additional supply to captive consumers of ISELCO II and the financial closing of the project require the urgent approval for provisional authority and/or interim relief.
14. In support of this Joint Application, and the prayer for provisional authority and/or interim relief, the Judicial Affidavit of Mr. Alexander B. Subaran, Treasurer of BKS is attached as **Annex “C”**, respectively.
15. Likewise, in support of the instant Joint Application, the Applicants provide the following documents, which underwent pre-filing conference and pre-filing marking of annexes with this Honorable Commission:

DOCUMENT	ANNEX
ISELCO II’s Articles of Cooperation and By-Laws	Annex “D”
ISELCO’s Distribution Development Plan	Annex “E”
Write-up on the non-applicability of a Certification by NPC re: whether Transition Supply Contract capacity and energy is expected to be available	Annex “F”
Documents showing ISELCO II’s conduct of CSP	Annex “G series”

BKS's Certification of Incorporation & By-laws	Annex "H"
BKS's Amended Articles of Incorporation	Annex "H-1"
BKS's latest General Information Sheet	Annex "I"
Shareholders' Agreement	Annex "J"
Certificate of Registration with DOE	Annex "K"
Solar Energy Service Contract	Annex "L"
Environmental Compliance Certificate issued by DENR	Annex "M"
Connection Agreement between ISELCO II and BKS Green Energy Corp.	Annex "N"
Executive Summary of PSA	Annex "O"
Feasibility Study of Limbauan Solar Power Project	Annex "P"
Summary of Technical Parameters (all relevant technical and economic characteristics of the generation capacity: Installed capacity, Mode of Operation, Dependable Capacity, Auxiliary Load, Scheduled and Unscheduled Outages)	Annex "Q"
Financial Model; Generation Rate and Derivation; Cash Flow; Costs analysis related to generation in support of the pricing provisions of the contract	Annex "R series"
Sources of Funds	Annex "S"
Latest Financial Statement	Annex "T"
Independent Auditor's Report	Annex "T-1"
Notes to Financial Statements	Annex "T-2"
Written explanation on the non-submission of the following documents: (i) Certificate of Compliance; (ii) Certificate of Endorsement, and (iii) Certificate of Registration with Board of Investments	Annex "U"

ALLEGATIONS IN SUPPORT OF THE PRAYER FOR PROVISIONAL AUTHORITY

Applicants replead the foregoing allegations and further state that:

16. ISELCO II has an urgent and pressing need for an additional generating capacity since bulk of its supply already expired on 01 December 2019.
17. To prevent delay in the implementation of the PSA, a provisional authority is respectfully prayed for, considering

that it is necessary for financial closing. Once financial closing is accomplished, it is estimated that BKS will be able to supply power in accordance with the Effective Date of the PSA.

18. It will also help in promoting the development and utilization of renewable energy resources as tools to effectively prevent or reduce harmful emissions as avowed in Republic Act No. 9513 also known as the Renewable Energy Act of 2008.
19. Public interest as well as the declared government policy encouraging the development and utilization of renewable energy resources therefore compels the immediate issuance of a provisional authority subject to final authority that may be subsequently issued by the Honorable Commission.

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

20. Under Rule 4 of ERC Rules of Practice and Procedure, the Honorable Commission may, upon request of a party and determination of the existence of conditions which would warrant such remedy, treat certain information submitted to it as confidential. Pursuant to such provision, applicant BKS Green Energy Corp. respectfully prays for the issuance of a protective order declaring **Annexes “P”, “R series” and “S”** as confidential information, since the applicant BKS intends to present them as evidence in this Application.
21. **Annexes “P”, “R series” and “S”** contain certain non-public information, data and projections involving business operations and financial trade secrets reflecting BKS's investment and business calculations. They also contain information regarding the debt or equity ratio, capital costs, weighted average cost of capital, among other information. All these information are considered classified business information by applicant BKS, which, if released to the public including its competitors, would place the latter at undue advantage against BKS. In addition, such information falls within the bounds of valuable proprietary interest under “trade secrets” which are entitled to protection under the Constitution, statutes, rules and regulations.
22. Information, which falls within the definition of a trade secret, as defined by jurisprudence is clearly information which merits the confidential treatment provided for under Rule 4 of the ERC Rules of Practice and Procedure. **Annexes “P”, “R series” and “S”** should therefore be entitled to the protection of confidential information provided under Rule 4 of the ERC Rules of Practice and Procedure.
23. The Applicants hereby submit one (1) copy of each of the foregoing confidential documents in a sealed envelope, with

the envelope and each page of the document stamped with the word “Confidential”.

PRAYER

WHEREFORE, premises considered, it is respectfully prayed that the Honorable Commission:

- (i) **ISSUE** an Order treating **Annexes “P”, “R series” and “S”** as confidential information pursuant to Rule 4, Section 1 of the ERC Rules of Practice and Procedure and prescribing the guidelines for the protection thereof;
- (ii) Immediately **ISSUE** a provisional authority and/or interim relief authorizing the applicants to implement the Power Supply Agreement; and
- (iii) After hearing on the merits, render a decision **APPROVING** the Power Supply Agreement.

Other reliefs, just and equitable, are likewise prayed for.

Finding the said *Joint Application* to be sufficient in form with the required fees having been paid, the Commission hereby sets the same for determination of compliance with the jurisdictional requirements, expository presentation, Pre-trial Conference and presentation of evidence on the following dates and online platform for the conduct thereof, pursuant to Resolution No. 09, Series of 2020¹ dated 24 September 2020 and Resolution No. 01, Series of 2021, dated 17 December 2020 (ERC Revised Rules of Practice and Procedure):²

Date and Time	Platform	Activity
12 August 2021 (Thursday) at two o'clock in the afternoon (2:00 P.M.)	Microsoft Teams	Determination of compliance with jurisdictional requirements and Expository presentation
19 August 2021 (Thursday) at two o'clock in the afternoon (2:00 P.M.)	Microsoft Teams	Pre-trial Conference and presentation of evidence

¹ Entitled: *A Resolution Adopting the Guidelines Governing Electronic Applications, Filings and Virtual Hearings Before the Energy Regulatory Commission.*

² Entitled: *Resolution Adopting the Revised Rules of Practice and Procedure of the Energy Regulatory Commission.*

Accordingly, Applicants are hereby directed to host the virtual hearings at **ISELCO II's Principal Office in Government Center, Alibagu, Ilagan City, Isabela**, as the designated venue for the conduct thereof, and ensure that the same is open to the public and the community quarantine guidelines are observed at all times. Moreover, Applicants shall guarantee that, during the conduct of the expository presentation, the participation of the public shall not be impaired.

RELATIVE THERETO, ISELCO II and BKS are hereby directed to:

- 1) Cause the publication of the attached *Notice of Virtual 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 hearing;
- 2) Furnish with copies of this *Order* and the attached *Notice of Virtual Hearing* the Offices of the Provincial Governor, the City and Municipal Mayors, and the Local Government Unit (LGU) legislative bodies within the affected franchise area for the appropriate posting thereof on their respective bulletin boards;
- 3) Inform the consumers within the affected franchise area of the filing of the *Joint Application*, its reasons therefor, and of the scheduled hearing thereon, by any other means available and appropriate;
- 4) Furnish with copies of this *Order* and the attached *Notice of Virtual 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 *Joint Application* and its attachments all those making requests therefor, subject to the resolution of the prayer for confidential treatment of information, if any, and reimbursement of reasonable photocopying costs.³

³ For the e-mail address of the applicants, please see page 15.

Within five (5) calendar days prior to the date of the virtual hearing, Applicants must submit to the Commission via electronic mail (e-mail) at docket@erc.ph, copy furnish the Legal Service through legal@erc.ph, the scanned copies of 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 Virtual Hearing* consisting of the affidavit of the Editor or Business Manager of the newspapers where the said *Notice of Virtual Hearing* was published, and the complete issues of the said newspaper;
- 2) The evidence of actual posting of this *Order* and the attached *Notice of Virtual Hearing* consisting of certifications issued to that effect, signed by the aforementioned Governor, Mayors, and LGU legislative bodies or their duly authorized representatives, bearing the seals of their offices;
- 3) The evidence of other means employed by Applicants to inform the consumers within the affected area of the filing of the *Application*, its reasons therefor, and of the scheduled hearings thereon;
- 4) The evidence of receipt of copies of this *Order* and the attached *Notice of Virtual Hearing* by the OSG, the COA, and the Committees on Energy of both Houses of Congress;
- 5) The evidence of receipt of copies of the *Application* and its attachments by all those making requests therefor, except those covered by any motion for confidential treatment of information, if any; and
- 6) Such other proof of compliance with the requirements of the Commission.

Moreover, ISELCO II and BKS are hereby required to post on its bulletin boards, the scanned copies of the foregoing jurisdictional requirements, together with the newspaper publication and certifications issued by the concerned Office of the Mayors, or Provincial Governor and Local Legislative Bodies, and to submit proof of its posting thereof.

ISELCO II and BKS and all interested parties are also required to submit via e-mail at docket@erc.ph, copy furnish the Legal

Service through legal@erc.ph, at least five (5) calendar days before the date of the scheduled virtual 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 therefor, which should be attached to the Pre-trial Brief; and
- 4) The number and names of the witnesses, with their written testimonies in a Judicial Affidavit form attached to the Pre-trial Brief.

ISELCO II and BKS must ensure that all the documents or exhibits proposed to be presented have already been duly submitted to the Commission at least five (5) calendar days before the date of the scheduled initial virtual hearing and Pre-trial Conference pursuant to the preceding paragraph.

Failure of ISELCO II and BKS 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 the said date of cancellation.

ISELCO II and BKS must also be prepared to make an expository presentation of the instant *Joint Application*, aided by whatever communication medium that they may deem appropriate for the purpose, in order to put in plain words and explain, for the benefit of the consumers and other concerned parties, the nature of the *Joint Application* with relevant information and pertinent details substantiating the reasons and justifications being cited in support thereof.

ISELCO II and BKS are further directed to file a copy of their Expository Presentation via e-mail at docket@erc.ph, copy furnish the Legal Service through legal@erc.ph, at least five (5) calendar days prior to the scheduled virtual hearing. The Applicants shall also be required, upon the request of any stakeholder, to provide an advance copy of their expository presentation, at least five (5) calendar days prior to the scheduled virtual hearing.

Any interested stakeholder may submit its comments and/or clarifications at least one (1) calendar day prior to the scheduled virtual hearing, via e-mail at docket@erc.ph, copy furnish the Legal Service through legal@erc.ph. The Commission shall give priority to the stakeholders who have duly submitted their respective comments and/or clarifications, to discuss the same and propound questions during the course of the expository presentation.

ISELCO II and BKS are further directed to submit, either through personal service, registered or ordinary mail/private courier, one (1) set of the original or certified true hard/printed copy/ies of their Jurisdictional Compliance, Expository Presentation, Pre-trial Brief, and Judicial Affidavit/s of witness/es, within five (5) working days from the date that the same were electronically submitted, as reflected in the acknowledgment receipt e-mail sent by the Commission. Similarly, all interested parties who filed their Petition for Intervention or Opposition are required to submit the hard/printed copy thereof within the same period through any of the available modes of service.

Finally, ISELCO II and BKS, including their authorized representative/s and witness/es, are hereby directed to provide the Commission, thru legal.virtualhearings@erc.ph, with their respective e-mail addresses upon receipt of this *Order*. The Commission will send the access link/s to the aforementioned hearing platform within five (5) working days prior to the scheduled hearing.

SO ORDERED.

Pasig City, 17 June 2021.

FOR AND BY AUTHORITY
OF THE COMMISSION:



AGNES VST DEVANADERA
Chairperson and CEO

ERC

Office of the Chairperson



AVSTD-2021-06-510-0083



LS: BJV/MCCG

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Copy Furnished:

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6. Commission on Audit
Commonwealth Avenue, Quezon City
7. Senate Committee on Energy
GSIS Bldg. Roxas Blvd., Pasay City
8. House Committee on Energy
Batasan Hills, Quezon City
9. Office of the Governor
Province of Isabela
10. Office of the LGU legislative body
Province of Isabela
11. Office of the Mayor
Ilagan City, Isabela
12. Office of the LGU legislative body
Ilagan City, Isabela
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Palanan, Isabela
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Burgos, Isabela
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19. Office of the Mayor
Aurora, Isabela
20. Office of the LGU legislative body
Aurora, Isabela
21. Office of the Mayor

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Roxas, Isabela
 24. Office of the LGU legislative body
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Maconacon, Isabela
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Delfin Albano, Isabela
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Sto. Tomas, Isabela
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 43. Office of the Mayor
Cabagan, Isabela
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Cabagan, Isabela
 45. Office of the Mayor
Tumauini, Isabela

46. Office of the LGU legislative body
Tumauini, Isabela
47. Office of the Mayor
Naguilian, Isabela
48. Office of the LGU legislative body
Naguilian, Isabela
49. Office of the Mayor
Benito Soliven, Isabela
50. Office of the LGU legislative body
Benito Soliven, Isabela
51. Office of the Mayor
San Mariano, Isabela
52. Office of the LGU legislative body
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53. Regulatory Operations Service (ROS)
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