

Republic of the Philippines  
**ENERGY REGULATORY COMMISSION**  
Pasig City



**IN THE MATTER OF THE  
PETITION FOR DISPUTE  
RESOLUTION WITH  
DEMAND FOR SPECIFIC  
PERFORMANCE AND  
PRAYER FOR DAMAGES**

**BANTAYAN ISLAND  
ELECTRIC COOPERATIVE,  
INC. (BANELCO),**  
*Petitioner,*

**-versus-**

**ERC CASE NO. 2020-005 DR**

**BANTAYAN ISLAND POWER  
CORPORATION (BIPCOR),**  
*Respondent.*

**Promulgated:**  
February 16, 2021

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**NOTICE OF VIRTUAL HEARING**

**TO ALL INTERESTED PARTIES:**

Notice is hereby given that on 03 November 2020, Bantayan Island Electric Cooperative, Inc. (BANELCO) filed a *Petition* dated 12 October 2020, for dispute resolution with demand for specific performance and prayer for damages against Bantayan Island Power Corporation (BIPCOR).

The pertinent portions of the said *Petition* are hereunder quoted as follows:

*The Case*

This petition for dispute resolution is filed to seek relief from the failure of BIPCOR to deliver the guaranteed net capacity it committed to deliver in its Amended PSA with BANELCO. Said failure of BIPCOR resulted in massive rotating brownouts within the franchise area of BANELCO. Each sector in the said franchise area suffered 1-3 brownouts in a day with each brownout lasting around 2-3 hours, on average. This unfortunate event lasted from January 2020 to August 2020. This was especially difficult for the consumers of BANELCO in Bantayan Island and neighboring islands who were

forced to stay at home due to the COVID-19 lockdowns during the summer months of 2020.

In addition, this petition also seeks to compel BIPCOR to honor its undertaking and obligation under the Amended PSA to grant or to pay BANELCO a prompt payment discount equivalent to one percent (1%) and an additional one percent (1%) for development fund for BANELCO's prompt payment of its electricity bills.

*The Facts*

1. Petitioner BANELCO is a non-stock, non-profit electric cooperative duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Barangay Bantigue, Municipality of Bantayan, Bantayan Island, Cebu, Philippines. It may be served with pleadings and processes of this Honorable Commission through the undersigned counsel at **Fornolles and Musong Law Firm, Room 211, Rivergate Building, Gen. Maxilom Avenue, Kamputhaw, Cebu City, Philippines**, or by electronic means at the email address [admin@fmlaw.ph](mailto:admin@fmlaw.ph) and/or [angelo.fornolles@fmlaw.ph](mailto:angelo.fornolles@fmlaw.ph).
  - 1.1 BANELCO holds an exclusive franchise that operates an electric power distribution system and supplies the member-consumers within Bantayan Island and covering the municipalities of Bantayan, Sta. Fe and Madrardejos (the "Franchise Area").
  - 1.2 BANELCO has been duly authorized by its Board of Directors for file this petition through a Board Resolution, a copy of which is attached here as **Annex "A"** and made an integral part hereof.
2. Respondent **BANTAYAN ISLAND POWER CORPORATION ("BIPCOR")** is a corporation duly organized and existing under the laws of the Republic of the Philippines with business address at **4<sup>th</sup> Floor., Northside Business Hub, G. Lopez Jaena cor. A.P. Cortes St., Tipolo, Mandaue City, Cebu**. It may be served with notices and other processes of this Honorable Commission at the foregoing address.
  - 2.1 BIPCOR is currently a power supplier of BANELCO by virtue of a Power Supply Agreement, as amended in 2011, executed on May 17, 2011 (the "Amended PSA"). A copy of the said Amended PSA is attached herewith as **Annex "B"** and made an integral part hereof.
  - 2.2 This Honorable Commission granted a provisional approval of the said Amended PSA through an Order dated April 2, 2012. The said provisional approval was then extended until revoked or made permanent by the Honorable Commission through an Order dated March

22, 2013. Copies of the said Orders of the Honorable Commission are attached herewith as **Annex “C”** and **Annex “D”**, respectively, and made an integral part hereof.

3. Bantayan Island is an off-grid area. As such, it only has one source of power, the power supplier of BANELCO – BIPCOR<sup>1</sup>. It goes without saying that if BIPCOR cannot keep up with the demand or if its power generators break down, the people of Bantayan Island will inevitably suffer brownouts, or blackouts, because BANELCO cannot source from the grid other power suppliers.
4. On July 2020 and on the months prior to it, the franchise area of BANELCO experienced rotating brownouts almost daily. This was caused by the failure of BIPCOR to provide sufficient power, failure to deliver its guaranteed net capacity and the constant breakdown of its power generating units. Hence, in compliance with the provisions of Article 19 (Dispute Resolution) of the Amended PSA, on September 8, 2020, BANELCO sent a letter to BIPCOR demanding the latter to rectify the situation, provide emergency power and to pay damages. It also invited the executives of BIPCOR to an emergency meeting to discuss the issues. A copy of the said letter is attached here as **Annex “E”** and made an integral part hereof.
  - 4.1. On September 14, 2020 the executive officers of BANELCO and BIPCOR had a meeting via zoom. During the said meeting, the issue of insufficient power supply, failure to deliver the guaranteed net capacity, the rotating brownouts and the demands of BANELCO, among others, were discussed. The executives of the parties endeavored to resolve the matters amicably. Unfortunately, however, no amicable settlement was reached.
  - 4.2. Hence, this petition for dispute resolution before this Honorable Commission.
5. Generally, Bantayan Island or the franchise area of BANELCO is a rural area composed mainly of 4<sup>th</sup> class municipalities except Bantayan which is a first class municipality. The main driver of its local economy are fishing, commercial farming, tourism and other cottage industries. However, even though tourism and commercial farming (e.g. poultry and piggery) are considered two of the main drivers of its local economy – they only account for about 8% of the consumers and/or energy demand of BANELCO. About 92% of the consumers and/or energy demand served by BANELCO are residential.

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<sup>1</sup> On August 11, 2020, a new power supplier, Isla Norte Energy Corporation (“INEC”) started delivering energy to BANELCO. There is now an alternative power supplier or source aside from BIPCOR.

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6. During the period of January to June 2020, Bantayan Island and its neighboring islands under the franchise area of BANELCO suffered rotating brownouts. Also during this period - in the months of late March to June 2020 – the government imposed an almost total lockdown due to the COVID-19 pandemic. This lockdown prohibited people from going out of their houses and forced them to stay at home. It is to be noted also that this lockdown happened during the peak summer months.
7. In the month of January 2020, there was a rotating brownout in the franchise area of BANELCO on 10 different days or every 3 days.
  - 7.1 In the month of February 2020, there was a rotating brownout in the franchise area of BANELCO on 12 different dates or almost every other day.
  - 7.2 In the month of March 2020, there was rotating brownout in the franchise area of BANELCO on 21 different dates - that is already almost every day.
  - 7.3 In the month of April 2020, there was rotating brownout in the franchise area of BANELCO on 5 different dates.
  - 7.4 In the month of May 2020, there was a rotating brownout in the franchise area of BANELCO on 24 different dates – that is almost every day of rotating brownout.
  - 7.5 In the month of June 2020, there was a rotating brownout in the franchise area of BANELCO on 23 different dates – or almost every day of rotating brownout.
  - 7.6 In the month of July 2020, there was a rotating brownout in the franchise area of BANELCO on 21 different dates or almost every day of rotating brownout.
  - 7.7 In the month of August 2020, there was a rotating brownout in the franchise area of BANELCO on only 7 different dates – mainly because INEC started delivering emergency power on August 11, 2020.
  - 7.8 A copy of the monthly Power Interruptions Report for the months of January to August 2020 is attached herewith as **Annex “F”** and made an integral part hereof.
8. The foregoing rotating brownout means that in a given day several areas or sectors in the franchise area of BANELCO take turns experiencing brownouts. Each brownout incident lasted around 2-3 hours on average. In fact, some areas or

sectors experienced brownout more than once a day. And there were even a few days during that period that the entire franchise area of BANELCO was on blackout.

9. The worst of the aforementioned rotating brownouts happened during the peak of summer and during the time when most people were locked down in their homes. The consumers of BANELCO during this time could not go out to the beach or to the farm to cool off, they had to bear the brunt of summer without electricity in their own homes packed with all their family members 24/7.
10. Because of this, many of the consumers of BANELCO went to social media to air their grievances. Many called the officers and personnel of BANELCO incompetent and useless. The general manager of BANELCO was also threatened by some consumers with harm.
11. Even the Local Government Units (LGUs) and the politicians of the municipalities under the franchise area of BANELCO intervened by calling for special sessions to tackle the issue of rotating brownouts and summoned the directors and officers of BANELCO to the said special sessions to explain and to provide for solutions.
12. Unfortunately, the cause of the rotating brownouts were beyond the control of BANELCO. The cause of the rotating brownouts was not attributable to line or distribution issues. Rather, the issue was lack of power supply.
13. While it is true that the energy demand in the franchise area of BANELCO substantially increased in recent years – one of the major reasons for the lack of supply is the frequent breakdown of the generating units of BIPCOR. This is evidenced by the almost daily Notices of Partial Power Interruptions sent by BIPCOR to BANELCO. In the said notices it can be seen that the cause or reason for the power interruption is almost always due to mechanical breakdowns, problems, repairs or issues. In fact, none of these repairs can be considered as scheduled maintenance. Lately though, the notices of power interruptions were sent only by BIPCOR after the repairs are done (a violation of Art. 6.2 of the Amended PSA). Copies of the said Notices of Partial Power Interruptions are attached here as **Annex “G”** and made an integral part hereof.
14. In the Amended PSA, the guaranteed net capacity of BIPCOR is 4.892MW. The pertinent provisions of the said amended PSA are as follows:

*Article 8 (of the Amended PSA)*  
*Part A*  
*Supply of Electricity by BIPCOR*

8.1 *Supply.* BANELCO agrees to take and pay for all electricity requested by it from the Plant in accordance with the procedures set out in the Third Schedule and the Operating Parameters set out in the Second Schedule. For the duration of the remaining years of the 15-year Cooperation Period and subject to the Plant's power availability and consent by BIPCOR, BANELCO may dispatch additional power from the Plant beyond the **guaranteed net capacity of 4.892 MW of the Plant (the "Guaranteed Net Capacity")**. Such additional energy generated above the Guaranteed Net Capacity shall be computed monthly for billing and payment. Payment of this additional energy shall be in accordance with the rate, terms and conditions agreed upon by both Parties.

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*SECOND SCHEDULE (of the Amended PSA)*  
*Operating Parameters*

1. *Operating Parameters*

*BIPCOR shall operate the Plant in accordance with the operating parameters, criteria and guidelines of BANELCO. BIPCOR shall cooperate with BANELCO in establishing emergency plans including but not limited to recovery from a local or widespread electrical blackout, voltage reduction to affect load curtailment and other plans/ contingencies which may arise BIPCOR shall make technical referenced available concerning start-up times black start capabilities, and minimum load carrying ability, as follows:*

1.1 *Capacity*

*With the additional installed capacity of 1.7 MW, **the Net Capacity of the Power Plant or the maximum dependable capacity shall not be less than 4.892 MW** as measured at the high voltage side of the main output transformer at the Site and design conditions provided in Article 4.1 of the First Schedule.*

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*THIRD SCHEDULE (of the Amended PSA)*

*6. Guaranteed Annual Energy Delivery and Plant Capacity*

***BIPCOR shall guarantee the delivery of the 4.892 MW as minimum Guaranteed Net Capacity of the Plant to BANELCO. BIPCOR shall guarantee the delivery of 36,000,000 kilowatt-hours of electricity annually to BANELCO measured at the high voltage side of the main power transformer of the Plant.***

*(emphasis supplied)*

15. In at least 19 occasions from March to August 2020, BIPCOR failed to deliver the guaranteed net capacity of 4.892 MW. Below is the summary of the 19 occasions that BIPCOR failed to deliver the 4.892 MW:

<b>Date</b>	<b>Dependable Capacity</b>	<b>Estimated Power Shortage</b>	<b>Causes of Interruption</b>
22-Mar-20	1,200 KW	900 – 4,200 KW	Under maintenance – DG3 *Dismantle Crankshaft gear train. (Check for abnormal sounds) Under maintenance – DG8 *Turbo charger Compressor blade broken Corrective maintenance – DG1 *Replacement Cylinder head #5 Under maintenance – DG7 *Jacket water pump
28-Mar-20	3,600 KW	600 – 800 KW	Under maintenance – DG3 *Re-assemble Crankshaft gear train. Corrective maintenance – DG1 *Replacement Lube oil filters(6-element)
07-May-20	3,900 KW	2,400 KW	Corrective maintenance - DG1 *Replace injectors #4 (Low EGT) & #12 High EGT) DG8 – Corrective maintenance DG9 – Under maintenance
01-Jun-20	3,200 KW	100 – 4,200 KW	DG3 – Corrective maintenance *Pull out Cylinder #4 (Gas cut) DG7 – Corrective maintenance

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<b>Date</b>	<b>Dependable Capacity</b>	<b>Estimated Power Shortage</b>	<b>Causes of Interruption</b>
			*Replacement Piston / Liner & Cylinder head #2 DG8 – Under maintenance DG9 – Under maintenance
19-Jun-20	3,950 KW	350 KW	DG1 – Corrective maintenance *Pull-out Cylinder head #10, water leak DG8 – Under maintenance
20-Jun-20	3,850 KW	1,850 KW	DG1 – Corrective maintenance *Pull-out Cylinder head #11, water leak DG8 – Under maintenance
24-Jun-20	3,900 KW	1,300 KW	DG1 – Corrective maintenance *Replace Injector Cylinder #11 & 12 (HEGT) *Replace Lube oil filters (6 – element) DG8 – Under maintenance
27-Jun-20	3,750 KW	1,250 – 1,650 KW	DG1 – Corrective – maintenance *Service aftercooler assembly DG8 – Under maintenance
28-Jun-20	3,800 KW	1,200 KW	DG1 – Corrective maintenance. *Replace exhaust gasket cylinder head no. 8. DG8 – Under maintenance
29-Jun-20	3,750 KW	1,250 KW	DG1 – Corrective maintenance *Replace Injector Cylinder #2 & 5 (LEGT) DG8 – Under maintenance
02-Jul-20	3,900 KW	1,200 KW	DG1 – Corrective maintenance *Replace Injector Cylinder #2 (LEGT) *replace Air cooler supply tube assembly *Boiler servicing DG8 – Under maintenance
08-Jul-20	3,800 KW	2,000 KW	DG1 – Corrective maintenance *Replace Cylinder head no. 2 DG8 – Under maintenance
08-Jul-20	4,000 KW	2,200 – 2,600 KW	DG1 – Under maintenance (At state of Blow by) *Pull-out Cylinder heads 7,9 & 11



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<b>Date</b>	<b>Dependable Capacity</b>	<b>Estimated Power Shortage</b>	<b>Causes of Interruption</b>
			*Pull-out Conrods & Pistons on Cylinders 7,9 & 11 DG8 – Under maintenance (Spare parts availability)
26-Jul-20	3,450 KW	1,670 KW	DG3 – Corrective maintenance *Replace fuel injector no. 6 Troubleshooting auxiliary breaker of DG3 and DG5 because of frequent tripping.
11-Aug-20	3,900 KW less Plant station load (300 KW) = 3,600 KW	1,500 – 2,700 KW	DG3 – Corrective maintenance *Replace Cylinder head # 5 (Gas cut) DG5 – Under maintenance *GPC – for replacement DG8 – Under maintenance (Spare parts availability) DG4 – Under maintenance (Busted AVR)
15-Aug-20	3,900 KW less Plant station load (300 KW) = 3,600 KW	300 KW	DG3 – Corrective maintenance *Service Lube Oil Filters (8-element) DG5 – Under maintenance *GPC – for replacement DG8 – Under maintenance (Spare-parts availability) DG4 – Under maintenance (Busted AVR)
15-Aug-20	3,500 KW less Plant station load (300 KW) = 3,200 KW	1,900 KW	DG1 – Corrective maintenance *Service Boiler & Welding works DG5 – Under maintenance *GPC – for replacement DG8 – Under maintenance (Spare-parts availability) DG4 – Under maintenance (Busted AVR)
16-Aug-20	3,250 KW less plant station (300 KW) = 2,950 KW	-2,150 KW	DG1 – Under maintenance (replacing cylinder heads no. 5 and 12) DG4 – Under maintenance (Busted AVR) DG5 - Under maintenance (GPC – for replacement) DG8 – Under maintenance (spare-parts availability)
19-Aug-20	2,650 KW less plant station	2,400 KW	DG1 – Even bank fuel header – Replacement

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<b>Date</b>	<b>Dependable Capacity</b>	<b>Estimated Power Shortage</b>	<b>Causes of Interruption</b>
	(300KW) = 2,350 KW		DG4 – Under maintenance (Busted AVR) DG5 – Under maintenance (GPC – for replacement) DG7 – O-ring replacement (Cylinder head no. 2) DG8 – under maintenance (spare-parts availability)
26-Aug-20	3,400 KW less plant station load (300 KW) = 3,100 KW	3,300 KW	DG1 – Corrective maintenance *Replacement fuel heard – leaking DG5 – Under maintenance *GPC – for replacement DG8 – Under maintenance (Spare parts availability) DG4 – Under maintenance (Busted AVR)

Copies of the Notices of Power Interruption sent by BIPCOR to BANELCO showing that the dependable capacity is less than 4.892MW are attached herewith as **Annex “H”** and made an integral part hereof<sup>2</sup>.

16. Despite the massive rotating brownout which lasted for months caused by the failure of BIPCOR to supply sufficient power and/or to deliver its guaranteed net capacity to BANELCO, BIPCOR did not provide replacement power, did not provide any plan to address the problem, did not compensate BANELCO for the damages and losses it caused and did not assist BANELCO in finding a solution to such problem.
17. BANELCO was, therefore, constrained to look for other supplier or provider of power to address the massive rotating brownout experienced by the consumers in its franchise area.
18. The massive rotating brownout experienced by the consumers of BANELCO caused great inconvenience to the latter. Moreover, the said massive rotating brownouts also made BANELCO suffer losses in the amount of Four Million Two Hundred Fifteen Thousand Four Hundred Six pesos and 15/100 (PhP4,215,406.15) for the period of January 6, 2020 to August 8, 2020 broken down per month as follows:

<b>Month (2020)</b>	<b>Amount of Losses (PhP)</b>
January	239,086.12
February	252,217.84

<sup>2</sup> The Notices Power Interruptions attached as Annex “H” are part of those notices attached as Annex “G”

March	1,035,104.76
April	17,693.44
May	570,979.80
June	876,232.37
July	682,441.87
August	63,713.26
September	477,936.69
<b>TOTAL</b>	<b>4,215,406.15</b>

A copy of the Power Interruptions Report with Amounts of Losses is attached here as **Annex “I”** and made an integral part hereof.

19. Had BIPCOR been able to provide or deliver its guaranteed net capacity of 4.892 MW, BANELCO could have earned or accumulated surplus funds in the amount of at least Four Million Two Hundred Fifteen Thousand Four Hundred Six pesos and 15/100 (PhP4,215,406.15). Said amount could be used to advance the mandates of BANELCO as a cooperative and/or to improve its facilities and services for the common benefit of its members-consumers.
  
20. In addition to the foregoing violations of the Amended PSA by BIPCOR, the latter also violated Article 8.5.1 of the Amended PSA by refusing to grant or to pay BANELCO a prompt payment discount of one percent (1%) and an additional one (1%) for development fund. Article 8.5.1 of the Amended PSA provides:

*8.5.1 Prompt Payment. A prompt payment discount of one percent (1%) and an additional one percent (1%) for development fund shall be granted to BANELCO if payment of electricity bill is made within three (3) working days from the date receipt of billing.*
  
21. For the period covering January 2018 to June 2019, BANELCO has a collectible amount from BIPCOR representing prompt payment discount and development fund in the amount of Five Million Two Hundred Seventy Six Thousand Four Hundred Forty Four Pesos and 38/100 (PhP5,276,444.38), Philippine currency. BANELCO made a demand for the payment thereof on December 17, 2019. BIPCOR acknowledged to have received said demand on January 3, 2020 and further acknowledged that it owes BANELCO the aforementioned amount in its reply dated January 14, 2020. BIPCOR even attached to its reply letter a summary of the prompt payment discounts and development fund due to BANELCO. A copy of BIPCOR’s reply letter dated January 14, 2020 and the summary of the prompt payment discount and development fund due to BANELCO are attached here as **Annex “J” and Annex “J-1”** and made an integral part hereof.

22. BANELCO demanded BIPCOR to pay the foregoing amounts of lost opportunity cost and prompt payment discount but BIPCOR refused to pay. Hence, BANELCO was constrained to file this petition and to engage the services of counsel. For this, BANELCO committed to pay the undersigned counsel at least One Hundred Fifty Thousand Pesos (PhP150,000.00) in attorney's fees and expected to incur additional expenses for travels to and from Manila and for accommodation costs in attending hearings before the Honorable Commission, if physical hearing will be required.
23. Article 22 of the Amended PSA provides that any of the parties thereto cannot be held liable for any damages resulting from any breach thereof, among others. It provides:

*Article 22*  
*Disclaimer*

*Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable to the other Party for any indirect, special, incidental, consequential or exemplary damages, including loss of income, with respect to any claim, arising out of this Agreement, whether based upon contract, tort (including negligence), strict liability, trademark, or service mark or otherwise.*

- 23.1 It is respectfully submitted that such provision is against the law and public policy and should be declared by this Honorable Commission as invalid and unenforceable. Said provision allows a party to violate laws (e.g. intellectual property laws, laws on torts and quasi-delicts). It is also against the declared policies of the Electric Power Industry Reform Act of 2001 (EPIRA) "*to ensure the quality, reliability, security and affordability of the supply of electric power*<sup>3</sup>". Such provision provides impunity on a party when violating its obligations under the Amended PSA. It will encourage violations of the Amended PSA. This is especially harmful to off-grid areas like the franchise area of BANELCO who often relies only on one power supplier.
24. Article 19.3 of the Amended PSA also provides that any controversy arising from the said Amended PSA that is not resolved through the dispute resolution mechanism provided therein "*shall be submitted to the courts in Cebu City to the exclusion of all other courts*".
- 24.1 It is likewise respectfully submitted that said provision on the exclusive jurisdiction of the Cebu City courts is against the law and should be declared by the

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<sup>3</sup> Sec. 2(b), R.A. No. 9136 otherwise known as the Electric Power Industry Reform Act of 2001 (EPIRA)

Honorable Commission as invalid and unenforceable. Under the EPIRA, this Honorable Commission shall have original and exclusive jurisdiction over all cases involving disputes between and among participants or players in the energy sector<sup>4</sup>.

**PRAYER**

**WHEREFORE**, premises considered, it is respectfully prayed from this Honorable Commission to render judgment:

- A. Declaring BIPCOR to have violated the Amended PSA by failing to deliver its guaranteed net capacity;
- B. Directing BIPCOR to perform its obligations under the Amended PSA, specifically, to deliver at all times the guaranteed net capacity and to make sure its supply of power is reliable;
- C. Directing BIPCOR to pay actual damages consisting in lost opportunity cost in the amount of Four Million Two Hundred Fifteen Thousand Four Hundred Six pesos and 15/100 (PhP4,215,406.15);
- D. Directing BIPCOR to pay the prompt payment discount due to BANELCO in the amount of Five Million Two Hundred Seventy-Six Thousand Four Hundred Forty Four Pesos and 38/100 (PhP5,276,444.38);
- E. Directing BIPCOR to pay attorneys' fees in the amount of not less than One Hundred Fifty Thousand Pesos (PhP150,000.00) and costs of suit.
- F. Other reliefs just and equitable under the premises are likewise prayed for.

On 26 November 2020, the Commission issued an *Order* and a *Notice of Virtual Hearing*, both dated 20 November 2020, setting the instant *Petition* for determination of compliance with the jurisdictional requirements, expository presentation, pre-trial conference and presentation of evidence, through virtual hearings on the following dates:

<b>Date</b>	<b>Activity</b>
<b>03 February 2021</b>	Determination of compliance with jurisdictional requirements and Expository Presentation
<b>10 February 2021</b>	Pre-trial Conference and Presentation of Evidence
<b>17 February 2021</b>	Presentation of Evidence
<b>24 February 2021</b>	Presentation of Evidence

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<sup>4</sup> Sec. 43(v), R.A. No. 9136: The ERC shall have the original and exclusive jurisdiction over all cases contesting rates, fees, fines and penalties imposed by the ERC in the exercise of the abovementioned powers, functions and responsibilities and over all cases involving disputes between and among participants or players in the energy sector. All notices of hearings to be conducted by the ERC for the purpose of fixing rates or fees shall be published at least twice for two successive weeks in two (2) newspapers of nationwide circulation.

However, on 01 February 2021, BANELCO sent through electronic mail (e-mail) a *Motion to Reset Scheduled Hearings* of even date, alleging that it was not able to complete the jurisdictional requirements because of the difficulty in the coordination with its counsel due to the distance and travel time involved, as well as confusion on the instructions contained in the aforementioned *Order* and *Notice of Virtual Hearing*. Thus, BANELCO prayed for the resetting of the scheduled hearings to give it ample time to comply with the jurisdictional requirements.

**IN VIEW OF THE FOREGOING**, the Commission has set anew the instant *Petition* 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 09, Series of 2020<sup>5</sup>, dated 24 September 2020:

<b>Date</b>	<b>Platform</b>	<b>Activity</b>
<b>25 March 2021</b> (Thursday) at two o'clock in the afternoon (2:00 P.M.)	<b>Microsoft Teams Application</b>	Determination of compliance with jurisdictional requirements and Expository Presentation
<b>08 April 2021</b> (Thursday) at two o'clock in the afternoon (2:00 P.M.)		Pre-trial Conference and Presentation of Evidence

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](mailto:doCKET@erc.ph) and [records@erc.gov.ph](mailto:records@erc.gov.ph), copy furnish the Legal Service through [legal@erc.ph](mailto: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.

Moreover, all persons who have an interest in the subject matter of the instant case may become a party by filing with the Commission via e-mail at [doCKET@erc.ph](mailto:doCKET@erc.ph) and [records@erc.gov.ph](mailto:records@erc.gov.ph), copy furnish the Legal Service through [legal@erc.ph](mailto:legal@erc.ph), a verified Petition to Intervene at least five (5) calendar days prior to the date of the initial virtual hearing and subject to the requirements under Rule 9 of the 2006 ERC Rules of Practice and Procedure, indicating therein the docket number and title of the case and stating the following:

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<sup>5</sup> A Resolution Adopting the Guidelines Governing Electronic Applications, Filings and Virtual Hearings Before the Energy Regulatory Commission.

- 1) The petitioner's name, mailing address, and e-mail 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.

Likewise, all other persons who may want their views known to the Commission with respect to the subject matter of the case may file through e-mail at [doCKET@erc.ph](mailto:doCKET@erc.ph) and [records@erc.gov.ph](mailto:records@erc.gov.ph), copy furnish the Legal Service through [legal@erc.ph](mailto:legal@erc.ph), their Opposition or Comment thereon at least five (5) calendar days prior to the initial virtual hearing and subject to the requirements under Rule 9 of the 2006 ERC Rules of Practice and Procedure. No particular form of Opposition or Comment is required, but the document, letter, or writing should contain the following:

- 1) The name, mailing address, and e-mail address of such person;
- 2) A concise statement of the Opposition or Comment; and
- 3) The grounds relied upon.

All such persons who wish to have a copy of the *Petition* may request from the Petitioner that they be furnished with the same prior to the date of the initial hearing. The Petitioner is hereby directed to furnish all those making such request with copies of the *Petition* and its attachments, through any of the available modes of service, upon their agreement, subject to the reimbursement of reasonable photocopying costs. Any such person may likewise examine the *Petition* and other pertinent records filed with the Commission during the standard office hours. In the alternative, those persons who wish to have an electronic copy of the *Petition* may request the Commission for the e-mail address of the Petitioner by sending an e-mail to [doCKET@erc.ph](mailto:doCKET@erc.ph) and [records@erc.gov.ph](mailto:records@erc.gov.ph), copy furnish the Legal Service through [legal@erc.ph](mailto:legal@erc.ph). Nonetheless, any person may also access the *Petition* as posted by the Commission in its official website at [www.erc.gov.ph](http://www.erc.gov.ph).

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Finally, all interested persons may be allowed to join the scheduled initial virtual hearing by providing the Commission, thru [legal.virtualhearings@erc.ph](mailto:legal.virtualhearings@erc.ph), with their respective e-mail addresses and indicating therein the case number of the instant *Petition*. The Commission will send the access link/s to the aforementioned hearing platform within five (5) working days prior to the scheduled hearings.

**WITNESS**, the Honorable Commissioners **ALEXIS M. LUMBATAN, FLORESINDA G. BALDO-DIGAL** and **MARKO ROMEO L. FUENTES**, Energy Regulatory Commission, this 8<sup>th</sup> day of February 2021 in Pasig City.

  
**AGNES VST DEVANADERA**  
*Chairperson and CEO*

  
LS: RSPV/ARG/MCCG

