

## **RULES FOR THE GREEN ENERGY OPTION PROGRAM (GEOP)**

### **ARTICLE I GENERAL PROVISIONS**

#### **Section 1. Purpose**

The following are the objectives of the GEOP Rules:

- a. Encourage End-Users to choose Renewable Energy resources as their supply of electricity;
- b. Provide procedures on the GEOP End-User switching method and ensure effective implementation;
- c. Ensure the efficient and timely exchange of information between and among GEOP participants;
- d. Provide applicable billing procedures and disconnection process for GEOP End-Users;
- e. Ensure the provision of continuous supply of electricity to GEOP End-User in the event that the Renewable Energy Supplier (RE Supplier) is unable to continue providing the service;
- f. Establish procedures that shall facilitate arrangements among the Central Registration Body, Philippine Electricity Market Corporation (PEMC)/ Market Operator (MO), the RE Suppliers, the TransCo or its successors-in interest or concessionaire, the Distribution Utilities (DUs) and the GEOP End-Users; and
- g. Provide for the standards, requirements, measurements and guidelines for the interconnection of Renewable Energy Generating Facilities embedded to the DU or Grid to address engineering, electric system reliability, and safety concerns.

#### **Section 2. Scope**

These Rules shall apply to the following stakeholders:

- a. End-Users;
- b. RE Suppliers;
- c. Distribution Utilities (DUs);
- d. Economic Zone Developers;
- e. Economic Zone Utility Enterprises;

- f. National Transmission Corporation (TransCo) or its successors-in interest or concessionaire;
- g. Philippine Electricity Market Corporation (PEMC)/ Market Operator (MO);
- h. Supplier of Last Resort (SOLR);
- i. Central Registration Body (CRB);
- j. RE Registrar; and
- k. Metering Service Providers, authorized by the Energy Regulatory Commission (ERC).

### **Section 3. Definition of Terms**

As used in these Rules, the following terms are defined as follows:

- a) **Billing Period**  
A period of one month commencing at 00:00 hours of the twenty sixth (26<sup>th</sup>) day of each calendar month to 24:00 hours of the twenty-fifth (25<sup>th</sup>) day of the next calendar month.
- b) **Business Day**  
A day other than a Saturday, a Sunday or an official or declared Philippine national or local public holiday.
- c) **Business to Business (B2B) System or Central Registration and Settlement System (CRSS)**  
An Information Technology (IT) infrastructure that handles information exchange among competitive retail market participants with the end in view of fulfilling an efficient Switching by End-Users in the competitive retail market. For the purpose of these Rules, the same system will be used by the CRB for the GEOP.
- d) **Business Separation Guidelines (BSG) as amended**  
The set of rules prescribing the clear separation of business operations and accounts between the regulated and non-regulated business activities of electric power industry participants.
- e) **Central Registration Body (CRB)**  
An independent entity assigned to undertake the required process, information technology, and other systems capable of handling customer switching and information exchange among retail electricity market and GEOP participants, as provided under existing guidelines and Rules of the Commission.
- f) **Certificate of Compliance (COC) Rules**  
The set of rules promulgated by the ERC regarding the issuance of Certificates of Compliance (COCs) for the Generation

Companies, Qualified End-Users and entities with Self Generation Facilities.

- g) Connection Agreement**  
An agreement between an End-User and the Transmission Network Service Provider (or the Distribution Utility), which specifies the terms and conditions pertaining to the connection of the End-User System or Equipment to a new Connection Point in the Grid or Distribution System.
- h) Connection Point**  
The point of connection of the End-User System or Equipment to the Grid or to the Distribution System.
- i) Department of Energy (DOE)**  
Refers to the government agency created pursuant to Republic Act No. 7638 whose functions are provided for in Republic Act No. 9136.
- j) Directly Connected Customer (DCC)**  
Industrial or bulk electricity End-users, which are directly supplied with electricity by a Generation Company or the Power Sector Assets Liabilities and Management Corporation (PSALM) or the National Power Corporation (NPC) pursuant to Republic Act No. 6395, as amended by Presidential Decree No. 395.
- k) Distribution Services and Open Access Rules (DSOAR)**  
The set of rules promulgated under ERC Resolution No. 2, Series of 2010 regarding the provision of regulated services by a DU to entities such as captive and contestable customers, other DUs, generation companies, under the environment created by the EPIRA and any amendments thereto. Rules for the contestable market under the DSOAR shall apply to GEOP End-Users and RE Suppliers.
- l) Distribution System**  
System of wires and associated facilities belonging to a franchised distribution utility extending between the delivery points on the transmission or sub-transmission system or generator connection and the point of connection to the premises of the End-User, as defined in Section 4(o) of Republic Act No. 9136.
- m) Distribution Utility (DU)**  
Any electric cooperative, private corporation, government-owned utility, or existing local government unit which has an exclusive franchise to operate a distribution system in accordance with its franchise and the EPIRA, including DUs operating in the Economic Zones.

While the DU shall also be the SOLR in these Guidelines, the term "DU" shall only refer to the distribution business segment of a distribution utility as provided in the Business Separation Guidelines, to differentiate it from its SOLR business segment.

- n) **Distribution Wheeling Service (DWS)**  
The conveyance of power throughout a distribution system to meet the demand of End-Users.
- o) **Distribution Wheeling Service Agreement (DWSA)**  
An agreement between a DU and an RE Supplier in the case of Single billing scheme, or between a DU and a GEOP End-User, in the case of Dual/Multiple billing scheme, for the procurement of a DWS.
- p) **Dual/Multiple Billing**  
A billing system whereby a GEOP End-User receives separate bills from its RE Supplier/s and from its Network Service Provider.
- q) **End-User**  
Any person or entity requiring the supply and delivery of electricity for its own use.
- r) **Energy Regulatory Commission (ERC)**  
The independent and quasi-judicial regulatory agency created under Section 38 of the EPIRA.
- s) **EPIRA**  
Refers to the Electric Power Industry Reform Act of 2001 enacted through Republic Act No. 9136.
- t) **Final Meter Reading**  
The last actual meter reading made on a GEOP End-User's consumption prior to being served by a new RE Supplier or SOLR.
- u) **GEOP End-User**  
A GEOP End-User shall refer to any person or entity requiring the supply and delivery of electricity sourcing 100% of its electricity requirements from RE Resources for its own use.
- v) **GEOP Operating Permit**  
Refers to a document issued by the DOE to an entity allowing the supply of electric power to an End-User pursuant to Department Circular No. DC2020-04-0009.

- w) **GEOP Supply Contract**  
Refers to the agreement between a GEOP End-User and a duly authorized RE Supplier for the supply of electricity generated from RE, which shall contain at the minimum, the following terms and conditions:
- i. Contract Period;
  - ii. Name of GEOP End-User and Location;
  - iii. Name of RE Supplier and Source of RE Supply;
  - iv. Guaranteed Demand (in kW or MW) and Energy (in kWh or MWh);
  - v. Contract Price for the supply of electricity;
  - vi. Payment Terms;
  - vii. Replacement Power Provision;
  - viii. Default Provision;
  - ix. Other Charges, if any, segregated and itemized; and
  - x. Disconnection Terms and Conditions
- x) **Switch**  
The commercial transfer of a GEOP End-User from the DU as its supplier under captive service to an RE Supplier.
- y) **Interconnection**  
The result of the process of adding an RE System to the Network Service Provider.
- z) **Last Resort Supply**  
The supply of electricity that a GEOP End-User will receive from a Supplier of Last Resort (SOLR). The Last Resort Supply is intended to be a temporary service until the GEOP End-User transfers to an RE Supplier.
- aa) **Last Resort Supply Event**  
Any of the events enumerated in Article IX, Section 25 of these Rules.
- bb) **Local RES**  
The non-regulated business segment of the DU catering to the contestable market and GEOP in its franchise area. As such, a license for a Local RES is not required, however, still subject to the requirement under Section 5 of ERC Resolution No. 1, Series of 2011.
- cc) **Mandated Entities**  
Refers to RE Suppliers, TransCo or its successors-in interest or concessionaire, DU and its other business segment, and PEMC/MO that are mandated to carry out the responsibilities under these Rules.

- dd) **Market Operator (MO)**  
The entity responsible for the implementation of the Wholesale Electricity Spot Market.
- ee) **Metering Service Agreement (MSA)**  
Refers to the agreement that defines the responsibilities and obligations of the MSP and the GEOP End-User in relation to the provision of metering facilities, equipment, and service as provided under the Distribution Services and Open Access Rules (DSOAR), Philippine Distribution Code (PDC), OATS Rules, the Grid Code, the WESM Rules, and other pertinent Rules of the Commission.
- ff) **Metering Service Provider (MSP)**  
A person or entity authorized by ERC to provide Metering Services. The DU and TransCo and its successors-in interest or concessionaire, in case of DCC shall be the default metering service provider for the Green Energy Option Program (GEOP).
- gg) **National Transmission Corporation (TransCo)**  
Refers to the corporation created pursuant to Republic Act No. 9136 who owns the Transmission Assets covered by the Concession Agreement with National Grid Corporation of the Philippines (NGCP).
- hh) **Network Service Provider (NSP)**  
A person or an entity engaged in the activity of owning, controlling, or operating a transmission or distribution system intended for the conveyance of electric power from the Generating Facility to the End-User.
- ii) **Open Access and Transmission Service (OATS) Rules**  
Refers to rules that govern the implementation of the Open Access Transmission Service, as approved by the ERC.
- jj) **Prudential Requirement**  
Refers to the amount that the Trading Participant in the WESM is required to maintain in order to ensure that it will meet its obligation to make payments as required under the WESM Rules
- kk) **Philippine Distribution Code (PDC)**  
Set of rules, requirements, procedures, and standards governing DUs and Users of Distribution System in the operation, maintenance, and development of the Distribution System. It also defines and establishes the relationship of the Distribution System with the facilities or installations of the parties connected thereto.

- ll) **Philippine Electrical Code (PEC)**  
The electrical safety code that establishes basic materials quality and electrical work standards for the safe use of electricity for light, heat, power, communications, signaling, and for other purposes.
- mm) **Philippine Electricity Market Corporation (PEMC)**  
Corporation incorporated upon the initiative of the DOE, which administers and governs the operation of the Wholesale Electricity Spot Market (WESM).
- nn) **Philippine Grid Code (PGC)**  
The set of rules, requirements, procedures, and standards to ensure the safe, reliable, secured, and efficient operation, maintenance, and development of the Grid and its related facilities.
- oo) **Primary RE Supplier**  
The RE Supplier nominated and assigned by the GEOP End-User, in writing, as the single point of contact for the CRB, the Network Service Providers and all other service providers. In case of Single Billing, it shall be responsible for billing and collecting from the GEOP End-User all applicable charges by the Network Service Providers and all other service providers. Only the Primary RE Supplier shall execute a Distribution Wheeling Service Agreement (DWSA) with the DU.
- pp) **RE Act**  
Republic Act No. 9513 (Renewable Energy Act of 2008), An Act Promoting the Development, Utilization, and Commercialization of Renewable Energy Resources and for Other Purposes.
- qq) **Renewable Energy Certificate (REC)**  
A certificate issued by the RE Registrar to the electric power industry participants showing the energy sourced, produced and sold or used. RE Certificates may be traded in the RE Market in compliance with the Renewable Portfolio Standards (RPS), as defined in Section 3(tt) of the Implementing Rules and Regulations of R.A. 9513.
- rr) **Renewable Energy Market (REM)**  
Refers to the market where RE certificates representing an amount of power generated from RE resources are traded, as defined in Section 4(qq) and provided in Section 8 of Republic Act No. 9513.

- ss) **Renewable Energy Resources (RE Resources)**  
Energy resources that do not have an upper limit on the total quantity to be used. Such resources are renewable on a regular basis, and whose renewal rate is relatively rapid to consider availability over an indefinite period of time. These include, among others, biomass, solar, wind, geothermal, ocean energy, and hydropower conforming with internationally-accepted norms and standards on dams, and other emerging renewable energy technologies, as defined in Section 4(uu) of Republic Act No. 9513.
- tt) **Renewable Energy Systems (RE Systems)**  
Refers to energy systems which convert RE resources into useful energy forms, like electrical, mechanical, etc., as defined in Section 4(vv) of Republic Act No. 9513.
- uu) **Renewable Energy Suppliers (RE Suppliers)**  
Refers to individuals or judicial entities created, registered, or authorized to operate in the Philippines in accordance with existing laws and engaged in the provision or supply of electric power from RE resources to Green Energy Option Program (GEOP) End-User.
- vv) **Regular Switch**  
The commercial transfer of a GEOP End-User from one RE Supplier to another RE Supplier.
- ww) **Renewable Energy Registrar (RE Registrar)**  
Refers to an entity that issues, keeps and verifies RECs corresponding to energy generated from Eligible RE Facilities and sold to or used by End-Users, as defined in Section 3(xx) of the Implementing Rules and Regulations of Republic Act No. 9513.
- xx) **Retail Electricity Supplier (RES)**  
Any Person or entity authorized by the ERC to sell, broker, market, or aggregate electricity to the End-Users.
- yy) **Retail Electricity Supplier's License (RES License)**  
The authority granted by the ERC to any person or entity to act as supplier of electricity to the Contestable Market and GEOP.
- zz) **Replacement Power**  
Supply of electricity to a GEOP End-User which shall be delivered to the latter should the RE Resource contracted by the RE Supplier be unavailable for whatever cause or reason. The Replacement Power shall be exclusively sourced by the RE Supplier from RE Resources.



- aaa) **Single Billing**  
A billing system whereby a GEOP End-User receives only one consolidated bill issued by a Primary RE Supplier. The consolidated bill includes the Network Service Provider wheeling charges as described in Section 36.
- bbb) **Special Meter Reading**  
An actual meter reading performed by a DU upon request of an RE Supplier, End-User or SOLR on a date that is different from the regularly scheduled meter reading date.
- ccc) **Supplier of Last Resort (SOLR)**  
A regulated entity designated by the ERC to serve GEOP End-User following a Last Resort Supply Event.
- ddd) **SOLR Contract**  
A contract that relates to the provision of Last Resort Supply to an End-User by a SOLR.
- eee) **Switch Request**  
A request sent by a prospective RE Supplier for the CRB to switch a GEOP End-User from its Network Service Provider or another RE Supplier or SOLR.
- fff) **Switch or Switching**  
The commercial transfer of a GEOP End-User from the Network Service Provider to an RE Supplier or SOLR and/or from one supplier to another, which takes effect as stated in Article V or on a special meter reading date following a Last Resort Supply Event.
- ggg) **Transmission Service Agreement (TSA)**  
Refers to the agreement entered into by the Transmission Provider and user of the facility that specifies the terms and conditions of the transmission service by the Transmission Provider and the availment of such service by the Transmission Customer; also serves as the Connection Agreement.
- hhh) **Universal Charge (UC)**  
The charge, if any, imposed for the recovery of the stranded cost and other purposes pursuant to Section 34 of the EPIRA.
- iii) **WESM Metering Service Provider (WMSP)**  
A person or entity authorized by the ERC and registered with the Market Operator to provide metering services in accordance with Chapter 4 of the WESM Rules.

**jjj) Wholesale Electricity Spot Market (WESM)**

The Wholesale Electricity Spot Market established by the Department of Energy (DOE) pursuant to Section 30 of the EPIRA.

**ARTICLE II**  
**ELIGIBLE END-USERS FOR GEOP**

**Section 4. Qualifications**

- 4.1. All End-Users with a monthly average peak demand of 100 kilowatts (kW) and above, for the past twelve (12) months, may participate in the GEOP.
- 4.2. An End-User that has been in operation for less than twelve (12) months upon effectivity of the GEOP Rules shall be considered a newly connected End-User. Such End-User may participate in the GEOP, subject to the following:
  - a. End-Users whose estimated average monthly peak demand for the next twelve (12) months, based on the loadprofiling, is 300kW or above; or
  - b. End-Users whose estimated average monthly peak demand for the next twelve (12) months, based on the load profiling, is from 100kW to below 300kW, and has a registered historical monthly peak demand of at least 100kW for three (3) consecutive months.

The DU, in any of the cases under Sections 4.1 and 4.2 herein, shall confirm in writing, that the End-User has met the average peak demand necessary to participate in the GEOP. The DUs are required to notify the End-Users, who have qualified to be GEOP End-Users, by including the following information in the End-User's monthly bill, to wit:

*You are a qualified GEOP End-User; thus you can now choose your preferred Renewable Energy Supplier.*

For *more* details, including procedures for switching to your preferred Renewable Energy Supplier, please refer to Resolution No. 08, Series of 2021, which can be accessed at [www.erc.gov.ph](http://www.erc.gov.ph).

Such clause shall be clearly written and shall be placed in a conspicuous spot in the monthly bill.

In instances where the GEOP End-User's average peak demand drops below 75% of 100kW for the immediately preceding six (6) consecutive months and the same is not attributable to seasonal demand, the RE Supplier shall send a written request to the DU, with a confirmation from the CRB and MSP that the demand level of such GEOP End-User has decreased by such amount. Such GEOP End-User shall be reverted to the Captive Market.

- 4.3. All End-Users with average peak demand below 100 kW may participate in the GEOP, after the DOE, in consultation with NREB and industry stakeholders, determines that the technical requirements and standards are already met. Separate Rules will be issued after proper determination.
- 4.4. To participate in the GEOP, existing End-Users should have no outstanding balance with its DU or TransCo or its successors-in interest or concessionaire. End-Users shall be required to settle their outstanding balance prior to Switching. For purposes of these Rules, the outstanding balance shall refer to the amount due under previous unpaid bills including the amount indicated in its current bill.

### **ARTICLE III**

#### **INTERCONNECTION STANDARDS**

##### **Section 5. Guiding Principles**

- 5.1. An End-User who intends to participate in the GEOP shall inform its DU or TransCo or its successors-in interest or concessionaire, in the case of DCC of his/her plan to source power from RE Resources, including the proposed date of initial switch.
- 5.2. All specifications and detailed plans for the installation of the communication, control, and protective devices shall be of the NSP's standards. All meter and meter installation costs shall be borne by the MSP. However, if the GEOP End-User has existing meter, the difference between the old meter and the new meter, including the upgrade and reprogramming shall be borne by the GEOP End-User.
- 5.3. The RE System shall conform to the latest version of the PEC, PDC, PGC, DSOAR, COC Rules, OATS Rules, the Terms and Conditions of Service and Standard Rules and Regulations, and other Rules as approved by the ERC, and any subsequent amendment/s thereto.

## **Section 6. Mandated Activities**

As provided under Section 9 of Republic Act No. 9513, TransCo or its successors-in interest or concessionaire, DUs, MO and all relevant parties are mandated to provide the mechanisms for the physical connection and commercial arrangements necessary to ensure the success of the Green Energy Option Program.

## **Section 7. Application for Interconnection**

- 7.1. Any GEOP End-User seeking a new connection to the Distribution system shall follow the distribution connection procedures as provided in Section 4.3 of the PDC and any amendments thereto.
- 7.2. Any GEOP End-User seeking a new connection to the Grid shall obtain approval of the DOE in accordance with Section 5 of DC2020-01-0001 and follow the standards, requirements, measurements and guidelines as provided in Chapter 4 of the PGC, OATS Rules, and other related regulatory issuances and any subsequent amendment thereto.

## **Section 8. Metering**

Metering requirements, metering procedure and standards, and metering equipment shall be in accordance with the PDC, the PGC, the OATS Rules, the WESM Rules and WESM Manual on Metering Standards and Procedures, and the Retail Rules and Retail Manual on Metering Standards and Procedures, other related regulatory issuances and any subsequent amendment thereto. An appropriate meter shall be installed, capable of registering energy use and demand recorded at 5-minute intervals.

# **ARTICLE IV**

## **COMMERCIAL ARRANGEMENTS**

## **Section 9. Connection Agreement between the Distribution Utility and the GEOP End-User**

Subject to technical considerations and without discrimination, and upon request by an End-User for the Switch, the DU shall enter into a Connection Agreement (CA) with the requesting GEOP End-User, ensuring that the minimum elements in Annex "B-1" are present.

If an End-User transfers from the Captive Market to the GEOP Market, its bill deposit shall be returned by the DU within thirty (30) calendar days from the termination of the service Contract. If the End-User has an unpaid balance upon the termination of the service Contract, said

bill deposit may be applied to settle the End-User's unpaid balances. In case the bill deposit is not sufficient to cover the unpaid balance, the End-User shall settle the difference. Failure of the DU to return the said bill deposit or the remainder thereof within the period provided, shall entitle the End-User to the payment of applicable legal interest.

**Section 10. Transmission Service Agreement between the TransCo or its Successors-in Interest or Concessionaire and the GEOP End-User**

Subject to technical considerations and without discrimination, and upon request by an End-User, TransCo or its successors-in interest or concessionaire shall enter into a Transmission Service Agreement (TSA) with the requesting GEOP End-User, using the ERC template, or basing upon it the minimum elements that should be in the TSA (See Annex "B-2").

**Section 11. Distribution Wheeling Service Agreement (DWSA)**

The RE Supplier shall enter into a DWSA with the DU, in the case of Single Billing Scheme while, the GEOP End-User shall enter into a DWSA with the DU, in the case of Dual/ Multiple Billing Scheme, ensuring that the minimum elements in Annexes "C-1" & "C-2" are present.

**Section 12. RE Suppliers License**

No Person or Entity may engage in the Supply of Electricity to End-Users under the GEOP unless such Person/Entity has secured a Retail Electricity Supplier (RES) license from the ERC subject to the provisions of ERC Resolution No. 1, Series of 2011.

The ERC shall issue a license to qualified RE Supplier that complies with all applicable requirements stipulated under ERC Resolution No. 01, Series of 2011, entitled "*A Resolution Adopting the Revised Rules for the Issuance of Licenses to Retail Electricity Suppliers (RES)*." The list of RE Suppliers with RES license will be posted on the ERC website.

**Section 13. Distribution Utility's Requirements Acting as SOLR**

13.1. The DU shall provide a clear separation of accounts for its business/financial activities as a SOLR vis-à-vis its other regulated business activities, as provided in the Business Separation Guidelines (BSG), as amended.

13.2. The DU, acting as the SOLR, shall have the capability to participate in the Wholesale Electricity Spot Market (WESM).

#### **Section 14. Reduction of the DUs' Contracted Energy Volumes**

- 14.1. In the case of DUs with bilateral contract(s) having no energy reduction provision, the DUs shall be allowed to propose their own methodology in mitigating the impact of customer switching, including possible renegotiation of power supply agreements and/or assignment of excess contracted energy volumes to RE Supplier(s) or its Local RES business segment. In any and all such methodologies, the DU shall demonstrate to the ERC that there is already a stranding of supply, and that the proposal will result in the least-cost supply and reasonable power rates to the captive customers. Any amendment to the said power supply agreements shall be subject to review and approval of the ERC.
- 14.2. The DU may opt to sell its excess contracted supply to the WESM, subject to the provisions of ERC Resolution No. 16, Series of 2016.
- 14.3. The DU may explore other means to reduce the excess contracted energy volumes provided the said amendments to DU's power supply contracts shall be jointly filed with the ERC subject for its review and approval.

### **ARTICLE V**

#### **CUSTOMER SWITCHING**

#### **Section 15. Conditions for Switching.**

- 15.1. **End-User's Obligation.** The End-user's obligations, as applicable, are as follows:
- a. For End-Users connected to the DU system, notify the DU of its intention to participate in the GEOP, at least ninety (90) calendar days prior to its intended signing of a GEOP Supply Contract with an RE Supplier, through registered mail, electronic mail, or personal service;
  - b. For End-Users categorized as DCC, notify TransCo or its successors-in interest or concessionaire, of its intention to participate in the GEOP, at least ninety (90) calendar days prior to its intended signing of a GEOP Supply Contract with an RE Supplier, through registered mail, electronic mail, or personal service;

- c. notify its NSP and the CRB through registered mail, electronic mail or personal service, its signed contract with an RE Supplier at least thirty (30) calendar days prior to the start of supply;
- d. fulfill its contractual obligations to the DU, TransCo or its successors-in interest or concessionaire or to its previous RE Supplier/s;
- e. enter into GEOP Supply contract with its prospective RE Supplier/s;
- f. enter into a Connection Agreement with its NSP;
- g. enter into a Transmission Service Agreement with the TransCo or its successors-in interest or concessionaire;
- h. enter into a Metering Service Agreement (MSA) with the MSP;
- i. provide the CRB, copy furnish the RE Supplier, through registered mail or personal service, a copy of its signed CA/TSA and MSA entered into with the NSP at least thirty (30) calendar days prior to its effectivity; and
- j. enter into a DWSA with the DU under Section 11 hereof, and or such other agreements with the relevant service providers.

**15.2. RE Supplier's Obligation.** The RE Supplier shall:

- a. secure a Retail Electricity Supplier's (RES) License from the ERC before commencing its obligations in a GEOP Supply Contract;
- b. register as an RE Supplier with the PEMC/MO, CRB and RE Registrar;
- c. shall inform the GEOP End-User of its option to choose between a single or multiple/dual billing scheme;
- d. enter into a DWSA with the GEOP End-User's DU, as applicable. The pro-forma Service Agreement that may be adopted by the NSP with the GEOP End-User is hereto attached as Annex "C-1";
- e. enter into a TSA with TransCo or its successors-in interest or concessionaire, as applicable. The pro-forma Service

Agreement that may be adopted by the NSP with the GEOP End-User is hereto attached as Annex "B-2";

- f. notify the GEOP End-User's DU/Transco or its concessionaire, and the CRB through electronic mail, registered mail, personal service, or via the DU or CRB hotline, of the required information regarding the GEOP End-User's signed contract with an RE Supplier at least thirty (30) calendar days prior to its effectivity; and
- g. inform the CRB of the occurrence of any of the following Last Resort Supply Events as enumerated under Section 25.

**15.3. Network Service Provider's Obligations.** The NSP shall:

- a. inform the End-User of the transmission, distribution services, and other charges, segregated and unbundled, by way of its monthly electric bill;
- b. submit to the CRB the following information in respect of the End-Users who signified interest to participate in the GEOP, that already met the required demand threshold:
  - i. Name;
  - ii. Billing and service addresses;
  - iii. Account number;
  - iv. Contact information (telephone numbers and e-mail addresses);
  - v. Meter number;
  - vi. Meter specifications (interval metering, channels); and
  - vii. Site and Equipment Identification Number of the grid metering point of the Distribution Utility where the supply of the end user passes through.
- c. enter into a DWSA with the RE Supplier/GEOP End-User in the DU's franchise area;
- d. perform its contractual obligations to the End-User/RE Supplier; and
- e. be the default SOLR in case of occurrence and during the subsistence of any of the Last Resort Supply Events under Section 25 hereof. The DU acting as NSP to provide SOLR service shall submit its pro-forma terms and conditions for the supply of electricity to the ERC for approval, at least thirty (30) calendar days prior to the commencement of GEOP.



**15.4. Metering Service Provider's Obligations.** The MSP shall:

- a. install/replace/reprogram the existing revenue meters to meters capable of recording and reading interval of time with a built-in communication port for remote and manual data retrieval for End-Users who signified interest to participate in the GEOP. This shall be done thirty (30) calendar days prior to the intended signing of a GEOP Supply Contract with RE Supplier.
- b. ensure that the metering requirement provided under Section 8 hereof shall be complied with prior to the filing of the Switch Request;
- c. shoulder all meter and meter installation costs, subject to Section 5.2 hereof; and
- d. perform all the obligations provided under Article IV, Section 4.5 of the DSOAR.

**Section 16. Switching Procedure**

- 16.1. Once the basic conditions for Switching as stated in Section 15 hereof have been satisfied, the prospective RE Supplier shall submit a Switch Request to the CRB, copy furnished its NSP, not later than seven (7) business days before the proposed effective date.
- 16.2. The Switch Request, to be submitted by the prospective RE Supplier through a Switch Request Form, shall be accompanied by the following documentary requirements:
  - a. Switch Request Form;
  - b. Copy of RE Supply Contract;
  - c. Copy of valid Wheeling Service Agreement;
  - d. Copy of valid Metering Services Agreement;
  - e. Connection Agreement between a GEOP End-User and its Network Service Provider; and
  - f. Prudential requirements.
  - g. A verification executed by the RE Supplier stating that the above-enumerated documents are authentic and the contents thereof are true and correct.
- 16.3. The CRB shall immediately evaluate the completeness of the abovementioned requirements, including the verification of information of the GEOP End-User, as submitted by the NSP

under Section 15.3. The CRB shall notify the RE Supplier and the GEOP End-User of deficiencies, if any, within two (2) business days from its receipt of the switch request.

All deficiencies in its submission should be completed by the RE Supplier and the GEOP End-User within two (2) business days from the receipt of the CRB's notice. Thereafter, the CRB shall complete its evaluation no more than two (2) business days from receipt of the complete submissions.

- 16.4. The aforementioned procedures shall likewise apply to regular switching from one RE Supplier to another.

### **Section 17. Switch Approval/ Disapproval**

- 17.1. The CRB upon receipt of Switch Request, shall verify that all the conditions are met by the RE Supplier and the GEOP End-User, undertaking the following steps:

- a. The RE Supplier shall update its WESM prudential requirements, if so required by the Market Operator (MO), within two (2) business days from the receipt of notice from the MO to ensure that it fully satisfies the prudential requirement as set out in the WESM Rules.
- b. The CRB shall approve the switch request and shall notify the RE Supplier, the GEOP End-User, MSP, and the relevant NSP, and in case of regular switch request, the current RE Supplier of the approval of the switch request and the effective date of the switch within two (2) business days.

- 17.2. If the CRB verifies that the conditions set forth in Sections 16 and 17.1 are not met, or if the MO confirms that the prudential requirements are not fully satisfied:

- a. The CRB shall notify the GEOP End-User, the new RE Supplier which submitted the switch request, and the relevant NSP that the switch request shall not take effect and the reasons therefor within two (2) business days from confirmation.

In cases of regular switch, the existing RE Supplier shall also be notified by the CRB that the switch request shall not take effect and the reasons therefor within two (2) business days from confirmation.

- b. The RE Supplier, which submitted the switch request, shall rectify the deficiencies in the application or requirements

in its application and submit the complete requirements to the CRB within the prescribed timeframe under Section 16.3.

- c. If the deficiency pertains to prudential requirements, the party required to comply shall update its prudential requirements to the satisfaction of the MO within the prescribed timeframe under Section 17.1.
  - d. If the deficiency pertains to the metering requirements, the relevant DU as the MSP shall complete the requirements within five (5) business days from its receipt of notice. For cases which requires scheduling of service interruption on the part of the End-User, the completion will be based on the agreed date of execution with the End-User.
  - e. If the deficiencies in the application or requirements are not rectified within the prescribed timeframe, the CRB shall notify the RE Supplier, copy furnish the GEOP End-User, the NSP, and the current RE Supplier, if any, within three (3) business days from the time the deficiency should have been rectified. Such information will indicate that the switch request will not be processed, without prejudice to re-filing of a new request, provided all conditions will be met by the RE Supplier and/or the party required to comply.
- 17.3. Once switching is approved, the GEOP End-User shall settle its balances with its current RE Supplier within the timeframe specified in the GEOP Supply Contract. The GEOP End-User shall not be disconnected upon settlement, and until the completion of the switching process to the new RE Supplier.

If a security deposit has been put up by the GEOP End-User as required by its current RE Supplier, said security deposit must be returned by the RE Supplier within thirty (30) calendar days from the termination of the GEOP Supply Contract. If the GEOP End-User has an unpaid balance upon the termination of the GEOP Contract, said security deposit may be applied to settle the GEOP End-User's unpaid balance. In case the security deposit is not sufficient to cover the unpaid balance, the GEOP End-User shall settle the difference. Failure of the RE Supplier to return the said security deposit or the remainder thereof within the period provided shall entitle the GEOP End-User to the payment of interest based on the applicable legal interest rates.

- 17.4. If payment of security deposit is required, as stated in the GEOP Supply Contract, the GEOP End-User shall pay the corresponding deposit to the prospective RE Supplier

immediately upon receipt of notice of the Switch Approval from the RE Supplier or the CRB, and in no case later than the period stated in the GEOP Supply Contract.

### **Section 18. Maintenance and Updating of Central Registration Body Registry**

The CRB shall maintain and update its registration records of all switches in electronic copies. Retention, storage, and destruction of records shall be in accordance with prevailing company policies, relevant market manuals, or data privacy laws. The CRB shall be responsible for maintaining and ensuring completeness of registration records and inform the MSP of the updated list of switchers.

The CRB registration records and database shall include, but will not be limited to the following:

- a. Switch Request Form and different agreements as enumerated under Section 16.2 hereof, including any amendments or modifications thereto;
- b. Notices and other communications to and from the requesting parties, and other parties or agencies;
- c. Assessment forms and related internal communications; and
- d. Document submission from the requesting parties.

If the CRB determines under this Section that the GEOP End-User has incomplete customer information as required under Section 15.3(b), the CRB shall notify the relevant NSP, through electronic mail, fax, or other means of communication capable of time stamping, to provide the necessary information within two (2) business days from the receipt of the notification.

The CRB shall regularly submit records every 15<sup>th</sup> day of the following month. The records concerning the registration and transactions of RE Supplier and GEOP End-Users shall be submitted to the ERC.

## **ARTICLE VI**

### **CUSTOMER RELOCATION**

#### **Section 19. Customer Relocation within DU's franchise area.**

- 19.1. A GEOP End-User who intends to transfer to a new service address within the DU's franchise area and wishes to continue receiving service from its RE Supplier shall send a Request for Relocation of Service to its RE Supplier, copy furnish the CRB, at

least thirty (30) calendar days before the planned relocation date. The Request for Relocation of Service shall contain the following:

- a. Address of the new location; and
- b. Intended date of transfer and the commencement of service at the new location.

Prior to sending a request for relocation of service to its current RE Supplier, the GEOP End-User should have performed due diligence in ensuring that the intended relocation site is within the DU's franchise area and distribution system. This does not, however, automatically allow such End-User to continue participating in GEOP unless the End-User's new system complies with the threshold demand requirements in subsections 4.1 or 4.2.

- 19.2. The RE Supplier shall inform the GEOP End-User whether it shall continue or discontinue its service at the GEOP End-User's new location within one (1) business day from receipt of the Request for Relocation of Service. In case of discontinuance, the reason therefor shall be provided by the RE Supplier. Likewise, within the same period provided herein, the RE Supplier shall send a copy of the GEOP End-User's Request for Relocation of Service, along with a notice to continue or discontinue RE Supplier's service to the CRB. In the event that the RE Supplier opted not to continue the service at the new location, the GEOP End-User shall endeavor to find a new RE Supplier and undergo the Switching Procedures under Section 16 hereof.
- 19.3. If the RE Supplier shall continue its service, the CRB shall forward the request for relocation of service to the DU within one (1) business day from receipt of notice from RE Supplier.

The DU shall send notice of approval or disapproval of such request to the RE Supplier through the CRB within two (2) business days from receipt of CRB's notice. In case of approval, the RE Supplier, shall enter into negotiations with the DU and that they shall have a perfected DWSA within three (3) business days from receipt of the notice of the approval.

The DU shall then send a notice to the CRB that the DWSA has been perfected and the effective date and time for the commencement of the service in the new location, within two (2) business days from perfection of the DWSA.

- 19.4. The CRB shall forward the DU's notice of perfection of the DWSA to the RE Supplier within one (1) business day from receipt of

such notice and the RE Supplier shall then forward the notice to its GEOP End-User within one (1) business day from receipt thereof.

- 19.5. The DU and GEOP End-User shall have a new connection agreement at the new location. The relocation date shall take into consideration the DU's completion of connection facilities at the new location.

### **Section 20. Customer Relocation to Another Franchise Area**

A GEOP End-User who intends to transfer to a new service address in another franchise area and wishes to continue receiving service from its RE Supplier shall be governed by the procedures for new applications as provided in these Rules.

### **Section 21. Prohibited Commercial Transfers.**

A commercial transfer of GEOP End-User to another RE Supplier or reverted to a non-RE Supplier without the GEOP End-User's authorization is not permitted and shall be considered a prohibited Commercial Transfer.

The GEOP End-User shall file a complaint with the ERC, in the event a prohibited Commercial Transfer has occurred.

## **ARTICLE VII** **TERMINATION OF GEOP SUPPLY CONTRACTS**

### **Section 22. Pre-Termination of GEOP Supply Contract**

- 22.1. If a GEOP End-User decides to terminate its GEOP Supply Contract with its RE Supplier before the end of the term of the GEOP Supply Contract, the GEOP End-User shall inform the RE Supplier and the latter shall process the termination of the GEOP Supply Contract in accordance with the Termination Clause of such contract.
- 22.2. The RE Supplier shall then submit a Notice of Pre-termination of GEOP Supply Contract to the CRB within one (1) business day from the effectivity of the pre-termination.
- 22.3. The CRB shall forward the notice to the NSP within one (1) business day from receipt of the GEOP Supply Contract Termination Notice. The NSP and RE Supplier/GEOP End-User shall act on the termination of the DWSA or TSA for that GEOP End-User within three (3) business days.

- 22.4. The GEOP End-User may switch to an RE Supplier following the procedures under Section 16 hereof or revert to being a Captive End-User.
- 22.5. If the RE Supplier intends to terminate the contract prior to the expiration of its term, the RE Supplier shall send a Notice of Pre-termination of GEOP Supply Contract to the GEOP End-User in accordance with the terms specified in the contract, and shall likewise notify the CRB and the relevant NSP and MSP of the said intent.

### **Section 23. Non-Renewal of GEOP Supply Contract**

- 23.1. If the RE Supplier does not intend to renew the GEOP Supply Contract upon its expiration, the RE Supplier shall send a Notice of Non-Renewal to the GEOP End-User and the CRB at least thirty (30) calendar days prior to the expiration of the said GEOP Supply Contract. CRB shall forward to the NSP the Notice of Non-Renewal, within one (1) business day from receipt thereof.
- 23.2. The RE Supplier/GEOP End-User and NSP shall act on the termination of the DWSA or TSA.
- 23.3. The GEOP End-User may endeavor to find a new RE Supplier and undergo the Switching procedures under Section 16 hereof or revert to be a Captive End-User.
- 23.4. If the GEOP End-User does not intend to renew its GEOP Supply Contract with its RE Supplier, said GEOP End-User shall send a notice to its RE Supplier at least thirty (30) calendar days before GEOP Supply Contract expires. The GEOP End-User shall follow the procedure in Section 16 hereof.
- 23.5. The CRB shall notify the RE Supplier of the forthcoming expiration of its GEOP Supply Contract with that GEOP End-User under the following circumstances:
  - a. Failure on the part of the RE Supplier and the GEOP End-User to renew their GEOP Supply Contract at least thirty (30) calendar days prior to the expiration of its existing GEOP Supply Contract; or
  - b. Failure of the GEOP End-User to contract with a new RE Supplier at least thirty (30) calendar days prior to the expiration of its existing GEOP Supply Contract.

In case of a new GEOP Supply Contract with a new RE Supplier, the procedures under Sections 17.3 and 17.4 shall be followed.

**ARTICLE VIII**  
**REVERSION TO THE CAPTIVE MARKET**

**Section 24. Reversion to the Captive Market**

- 24.1. The GEOP End-User may revert to being a Captive End-User at any time, subject to the following conditions or circumstances:
- a. Fulfillment of its contractual obligations to the RE Supplier/s;
  - b. Agreement for the supply of electricity through the DU, in accordance with the DSOAR;
  - c. GEOP End-User's average peak demand has decreased, as provided in Section 4.2;
  - d. Upon the occurrence of any of the following Last Resort Supply Events as stated under Section 25 hereof; and
  - e. The GEOP End-User's contract with the SOLR exceeded the maximum allowed period.
- 24.2. The GEOP End-User may only exercise its option to revert to being a Captive End-User once every twelve (12) months.
- 24.3. A GEOP End-User who intends to revert to the Captive Market shall be treated as a new customer by the DU.

**ARTICLE IX**  
**SUPPLIER OF LAST RESORT (SOLR)**

**Section 25. Conditions for Resorting to SOLR.**

The GEOP End-User, who opts to remain a GEOP End-User, may avail of the services of the SOLR upon the occurrence of any of the following Last Resort Supply Events:

- a. The RE Supplier has ceased to operate;
- b. The RE Supplier's RES license has expired or been revoked by ERC;
- c. GEOP Operating Permit has been revoked by DOE;
- d. The DWSA between the RE Supplier and the DU has been terminated;
- e. The TSA between the RE Supplier/GEOP End-User and TransCo or its successors-in interest or concessionaire has been terminated;



- f. The RE Supplier is no longer permitted to trade electric energy through the WESM;
- g. Failure to renew or secure a new GEOP Supply Contract; or
- h. Any other analogous event which the ERC may deem as a Last Resort Supply Event.

**Section 26. Procedures for the Assumption of Service by the SOLR.**

- 26.1. Upon the occurrence of any of the Last Resort Supply Events enumerated under Section 25 hereof, the RE Supplier shall notify the CRB, submitting relevant documents as proof, and the GEOP End-User within the hour of discovery of the happening of the Last Resort Supply Event.
- 26.2. The GEOP End-User shall inform the CRB in accordance with Section 57 of these Rules that it will avail of the SOLR service within two (2) business days after being notified of the occurrence of the Last Resort Supply Event.
- 26.3. Upon receipt of notice from the GEOP End-User and determination of the occurrence of a Last Resort Supply Event, the following procedures shall apply:
  - a. The CRB shall send notices to the GEOP End-User and SOLR within one (1) business day of the effective date of its transfer to the SOLR;
  - b. The SOLR shall inform the GEOP End-User within one (1) business day of the following:
    - i. That SOLR service shall commence on the effective date of transfer;
    - ii. The details of the terms and conditions of the SOLR contract;
    - iii. Of their right to transfer to an RE Supplier, revert to the Captive Market, or purchase its energy requirement to WESM for DCC at any time after the commencement of the SOLR service, subject to the provisions of Section 24.2; and
    - iv. How and where to obtain information on other RE Suppliers.
  - c. If the GEOP End-User agrees to the terms and conditions of the SOLR contract, said GEOP End-User shall:
    - i. Sign the SOLR contract; and
    - ii. Pay the corresponding deposit.

- d. A GEOP End-User shall make a deposit to the SOLR equivalent to one (1) month total estimated billing based on the average of previous or forecasted six (6) months' demand and energy usage. Such deposit shall be fully refundable upon termination of SOLR service, with interest paid on the deposit in accordance with the applicable legal interest rate for savings deposit approved by the Bangko Sentral ng Pilipinas (BSP), less any arrears that have accrued in the GEOP End-User's account, except when such arrears are restrained under legal contest.
- e. Upon signing of the SOLR contract and the payment of deposit, the SOLR shall immediately submit a Switch Request to the CRB.
- f. The SOLR shall conduct special meter reading, subject to special meter reading charges, of the GEOP End-User's usage to delineate the consumption between the RE Supplier and the SOLR.
- g. The date of the Final Meter Reading shall be the commencement date of SOLR service.

### **Section 27. GEOP End-User Switching to SOLR**

Once all parties agree, an accomplished switch request form accompanied by all requirements enumerated under Section 16.2, if applicable, shall be submitted by the SOLR to the CRB no later than two (2) business days after being notified of the occurrence of the Last Resort Supply Event.

### **Section 28. SOLR Obligations.**

- 28.1. The SOLR shall maintain the supply of electricity to such GEOP End-Users until assumption of supply by a new RE Supplier or reversion of the End-User to the Captive Market.
- 28.2. The SOLR may purchase power, preferably RE sources from the WESM and/or through a bilateral contract with Independent Power Producers (IPPs).
- 28.3. The SOLR shall administer the process of transferring those GEOP End-Users, who opted to avail of its SOLR service, which may include but not limited to metering and billing arrangements.
- 28.4. The GEOP End-User is responsible for paying all charges based on the SOLR rate for the duration of Last Resort Supply.

- 28.5. The SOLR is required to collect Universal Charge (UC), FIT-All and other applicable charges from all of its GEOP End-Users on a monthly basis, and shall comply with the Rules issued by ERC.

### **Section 29. SOLR Service Term**

- 29.1. If a GEOP End-User does not transfer to another RE Supplier or revert to the Captive Market at the end of its first Billing Cycle, the SOLR Contract shall be automatically renewed up to a maximum of two (2) more billing cycles.

If a GEOP End-User transfers from the SOLR to a new RE Supplier or revert to the Captive Market, its security deposit as required by the SOLR, shall be returned by the SOLR within thirty (30) calendar days from the termination of the SOLR Contract. If the GEOP End-User has an unpaid balance upon the termination of the SOLR Contract, said security deposit may be applied to settle the GEOP End-User's unpaid balances. In case the security deposit is not sufficient to cover the unpaid balance, the GEOP End-User shall settle difference. Failure of the SOLR to return the said security deposit or the remainder thereof within the period provided, shall entitle the GEOP End-User to the payment of interest, based on the applicable legal interest rates.

### **Section 30. SOLR Rate**

- 30.1. The SOLR shall charge the applicable WESM nodal energy price, or the bilateral contract entered into for the purposes of providing SOLR service, whichever is higher, for the energy consumed by the GEOP End-User during all hours of the billing period, plus a five percent (5%) premium to cover incremental administrative and overhead expenses and reasonable return on investment.
- 30.2. System loss charges shall be computed using the same methodology used for the Captive Market. All costs of Last Resort Supply shall be disclosed in an unbundled and transparent manner in the billing to the GEOP End-User. The SOLR may file an application with ERC at any time for approval of reasonable unbundled supply charges.
- 30.3. The SOLR may purchase power for Last Resort Supply through Wholesale Electricity Spot Market (WESM) and/or through a bilateral contract with Independent Power Producers (IPPs).

**ARTICLE X**  
**BILLING AND PAYMENTS**

**Section 31.** A GEOP End-User may choose from Single or Dual/Multiple Billing schemes: Provided, that said End-User maintains the chosen billing option for at least twelve (12) months and such should be stipulated in its GEOP Supply Contract with the RE Supplier.

**Section 32.** Neither the NSP nor the RE Supplier shall impose any charges on a GEOP End-User for changing its billing method.

**Section 33. Bill Content**

33.1. Apart from the detailed billing information provided in Sections 36.2 and 34.7, the RE Supplier's bills shall be in clear and simple language, and shall contain, among others, the following:

- a. RE Supplier's customer service address, email addresses and telephone numbers;
- b. Address, telephone numbers and email addresses of the Consumer Affairs Service of the ERC;
- c. NSP's customer service and emergency telephone numbers; and
- d. Other announcements or information as may be required by the ERC.

33.2. The RE Supplier's bills shall also contain sufficient information to allow GEOP End-Users to calculate their charges, such as but not limited to: the kWh usage for the indicated billing period, the billing date (due date), remaining balance and payments applied.

**Section 34. Single Billing Scheme**

34.1. The NSP shall send its billing statement to the RE Supplier within the timeframe specified in its billing agreement after it has provided the Meter Reading Data to the CRB.

34.2. The RE Supplier shall acknowledge receipt of the NSP's billing statement within one (1) business day.

34.3. The RE Supplier shall send the consolidated billing statement to the GEOP End-User within the timeframe specified in its GEOP Supply Contract upon receipt of NSP's billing statement.

- 34.4. The GEOP End-User shall receive one consolidated bill from the RE Supplier or the Primary RE Supplier, in case of multiple RE Suppliers, reflecting all charges including the approved wheeling charges, described in Section 15.2 hereof, from the NSP.
- 34.5. A GEOP End-User is responsible for paying its RE Supplier all amounts billed by the RE Supplier, but shall not be responsible for any amount not paid by the RE Supplier to other market participants. Any prejudice to the GEOP End-User due to the non-payment of the RE Supplier to other market participants shall entitle the GEOP End-User to damages and other indemnifications as may be agreed upon in the breach of contract provisions stated in their GEOP Supply Contract.
- 34.6. The RE Supplier shall have the responsibility to contract directly with the NSP for the DWSA. The DWSA pro-forma contract to be adopted by the NSP with the RE Supplier is hereto attached as Annex "C-1".
- 34.7. The bill by the RE Supplier to GEOP End-User shall contain the following:

**RE Supplier Charges**

Generation Charge  
Supplier's Charge  
Government Taxes  
WESM Net Settlement Surplus (NSS) Allocation, if applicable

**Total RE Supplier Charges**

**Distribution Wheeling Service (DWS) Charges**

Transmission Charge  
Distribution Charge  
Standard Connection Charge  
Supply Charge  
Metering Charge  
System Loss Charge  
Local Franchise Tax  
Senior Citizen Discount  
Lifeline Rate Subsidy  
Value-Added Tax (VAT)  
Universal Charge  
FIT-All Charge  
Arrears, if any; and  
Other Charges and Adjustments approved by the ERC.

**Total Distribution Wheeling Service Charges**

**TOTAL ELECTRICITY BILL**

The RE Supplier merely acts as a collecting agent for the DWS charges on behalf of the NSP and shall be responsible for settling said charges with the latter. Such DWS charges are pass-through charges by the NSP, TransCo or its successors-in interest or concessionaire, and other government entities, based on rates previously approved by the ERC.

These charges include the transmission for TransCo or its successors-in interest or concessionaire, universal charge for PSALM, taxes, and other adjustments on behalf of the NSP.

#### 34.8. Payment Processing and Remittance for Single Billing Scheme

- a. The RE Supplier shall supply the 100% energy requirement of the GEOP End-User subject to the pricing methodology specified in their GEOP Supply Contract, and the RE Supplier shall pay all amounts due to the DU within the timeframe specified in their DWSA to avoid disconnection of service.
- b. The RE Supplier may impose late payment charges on the GEOP End-User for unpaid amounts; Provided, that the terms of the late payment charges are stated in the GEOP Supply Contract and previously disclosed to the GEOP End-User. The RE Supplier may calculate the late payment charges based on the previously approved surcharge by the ERC for late payments, or calculated as provided in Section 4.8.3, Article IV of the DSOAR, as applicable.

The settlement of late payment charges is in addition to, and not in lieu of, the rights and remedies otherwise available to the parties.

The RE Supplier shall pay DWS payments to the NSP within the timeframe specified in their billing agreement by use of electronic funds transfer, bank-to-bank transfers, or any other means agreed upon by both parties.

### **Section 35. Dual/Multiple Billing**

- 35.1. The NSP and RE Supplier/s shall render separate bills directly to the GEOP End-User. The GEOP End-User shall pay the NSP and the RE Supplier/s separately within the timeframe specified in their respective GEOP Supply Contracts, wheeling agreement and applicable rules.
- 35.2. The GEOP End-User shall have the responsibility to: (1) contract with the RE Supplier/s for its electricity requirements; (2)

contract directly with the NSP for the DWS; and (3) submit the Switching requirements to the CRB.

The DWSA pro-forma contract to be adopted by the NSP with the GEOP End-User is hereto attached as Annex “C-2”.

- 35.3. A GEOP End-User under the Dual/Multiple Billing scheme shall receive a bill from the RE Supplier/s containing, at least, the following:

**RE Supplier Charges**

Generation Charge

Supplier’s Charge

Government Taxes

WESM Net Settlement Surplus (NSS) Allocation, if applicable;

**TOTAL RE Supplier CHARGES**

- 35.4. Payment Processing and Remittance for Dual/Multiple Billing Scheme

- a. The GEOP End-User shall send DWS payments directly to the NSP, and electricity payments directly to the RE Supplier/s, within the timeframe specified in their billing agreement by use of electronic funds transfer, bank-to-bank transfers, or any other means agreed upon by both parties.
- b. Should the GEOP End-User fail to pay the NSP, said GEOP End-User shall be liable for payment of the applicable surcharge. The NSP shall calculate the late payment charges based on the previously approved surcharge by the ERC for late payments, or calculated provided in Section 4.8.3, Article IV of the DSOAR, whichever is applicable, from the date the payment was due to be received by the NSP.

The settlement of late payment charges is in addition to, and not in lieu of, the rights and remedies otherwise available to the parties.

**Section 36. SOLR Billing**

- 36.1. The GEOP End-User shall be billed for electricity provided by the SOLR during the subsistence of the Last Resort Supply. The SOLR shall clearly indicate in the bill that it is for the SOLR Service and not the regular supply service provided to captive customers.

36.2. Each bill for SOLR service shall include the following items:

- a. The amount of energy consumed, multiplied by the relevant WESM nodal price. The five percent (5%) premium shall be separately indicated;
- b. The last approved unbundled monthly supply charge for the relevant GEOP End-User Segment, all approved pass through transmission and distribution wheeling costs, systems loss charges as well as the fixed monthly metering charges of the DU;
- c. Universal Charge;
- d. FIT-All;
- e. Taxes (franchise and VAT);
- f. Any previous balance;
- g. The period covered by the current billing;
- h. The date the bill was issued;
- i. All relevant meter readings for the first and last day of the billing period;
- j. The date the meter was read;
- k. Meter serial and company number;
- l. The telephone number and address of the SOLR office where a GEOP End-User may obtain information concerning its bill or the service provided, including emergency contact number; and
- m. ERC's customer hotline number and website.

## **ARTICLE XI**

### **DISCONNECTION/RECONNECTION PROCESS**

#### **Section 37. Disconnection Service due to Non-Payment**

- 37.1 In the event that a GEOP End-User fails to pay the RE Supplier for services rendered by due date, the RE Supplier shall send a Written Notice of Disconnection to the GEOP End-User, 48-hours before the said disconnection.
- 37.2 The RE Supplier shall simultaneously inform the CRB of such notice of disconnection to the GEOP End-User.
- 37.3 The CRB shall forward the notice of disconnection to the NSP within 24 hours upon its receipt of said notice.
- 37.4 If the GEOP End-User fails to pay within the 48-hour period, the RE Supplier may send a request for disconnection to the CRB. The latter shall then forward the request for disconnection to the NSP within 24-hour period upon its receipt of said request.



- 37.5 The NSP shall disconnect the GEOP End-User within 24 hours upon receipt of request for disconnection, and notify the CRB that the GEOP End-User has been disconnected. The NSP shall not be responsible for verifying the validity of the RE Supplier's request for disconnection.
- 37.6 The GEOP End-User may pay the RE Supplier before the actual disconnection.
- 37.7 The RE Supplier shall be held liable to the GEOP End-User for any erroneous disconnection made by the NSP.
- 37.8 Any disconnection performed pursuant to this section is without prejudice to any charges, interest, or penalties that may be legally imposed.

**Section 38. Deferral of Disconnection.** The disconnection may be deferred should any of the following occur:

- 38.1 The outstanding amount due and demanded was settled prior to the scheduled disconnection date. The RE Supplier shall advise the NSP to desist from disconnecting service upon receipt of the GEOP End-User's payment.
- 38.2 The requesting party has recalled the notice of disconnection as a result of a special payment agreement or restructuring agreement entered into by the contracting parties prior to the scheduled disconnection date.
- 38.3 The requesting party has recalled the notice of disconnection for any valid reason not stated above.
- 38.4 The ERC or lawful authority has issued a stay order in accordance with Section 42 hereof.

**Section 39.** The disconnected GEOP End-User and/or RE Supplier shall continue to be liable for any and all of its outstanding obligations and liabilities under the DSOAR, OATS Rules, WESM Rules and all other existing contracts.

**Section 40.** A GEOP End-User shall be reconnected by the NSP within twenty-four (24) hours from occurrence of the following:

- 40.1 The GEOP End-User has presented to the RE Supplier proof that any of the grounds for disconnection as provided in their RE Supply Contract has been remedied (i.e. proof of payment) and that the corresponding reconnection fee has been paid;

- 40.2 The RE Supplier or the Primary RE Supplier shall then request for a reconnection of its GEOP End-User by submitting a notice of reconnection to the NSP through the CRB no later than twenty-four (24) hours from fulfillment of Sec. 40.1.
- 40.3 In the case of the disconnected GEOP End-User whose disconnection was requested by multiple suppliers, the reconnection will only be executed when the Primary RE Supplier, through the CRB, has issued the notice of reconnection to the NSP.

#### **Section 41. Disconnection/Reconnection and Termination of SOLR Service**

- 41.1 In the event the GEOP End-User violates any provision of the SOLR contract and fails to pay the SOLR for services rendered on the due date, the SOLR may send 48 hours written notice of disconnection to the GEOP End-User. If the GEOP End-User fails to pay the amount within the 48-hours period, the SOLR shall inform the CRB to disconnect said GEOP End-User, and the NSP shall execute such request within 24 hours from the receipt of the notice from CRB. The NSP shall not reconnect the GEOP End-User until the latter settles all obligations owed to the SOLR, upon receipt of the notice of reconnection from the CRB. Disconnection rules under Articles 20-21 of the Magna Carta for Residential End-Users issued by the ERC shall not apply here.
- 41.2 The SOLR may disconnect electricity service without written notice, only if a dangerous or hazardous condition arises. Service will not be reconnected until the dangerous or hazardous condition has been addressed.
- 41.3 If the GEOP End-User has entered into a GEOP Supply Contract with a new RE Supplier, electricity service shall be terminated by the SOLR only when the GEOP End-User has effectively switched to that new RE Supplier.

**Section 42.** The procedures for disconnection, deferment of disconnection and reconnection of GEOP End-Users shall also be governed by the NSP's existing rules, ERC and DOE relevant issuances.

**ARTICLE XII**  
**DISPUTES**

**Section 43. B2B System or Central Registration and Settlement System (CRSS)**

- 43.1 In case of emergencies affecting the operation of the B2B System or CRSS, the CRB shall inform the ERC, TransCo or its successors-in interest or concessionaire, MSP, affected DUs, and RE Suppliers, by email and/or through publication on the website, of the situation within one (1) hour from its occurrence.
- 43.2 During such situation, transactions will be done through electronic mail, fax, and other means of communication capable of time stamping. The transaction timeframes, however, shall still be complied with.

**Section 44. Discrepancy on Data**

- 44.1 In case of data discrepancies (e.g. meter reading, billing errors, customer information), data from the NSP/MSP shall be used temporarily while the discrepancy is being investigated by the ERC.
- 44.2 Disputes on data discrepancy shall be resolved through the dispute resolution process of the ERC.

**Section 45. Dispute Resolution/Consumer Complaints**

- 45.1 Any dispute or complaint arising from the switching processes contained in these Rules, and such other procedures necessary to facilitate the Switching process, shall be resolved through the dispute resolution process of the ERC.
- 45.2 Any complaints concerning disconnection and other consumer related issues shall be resolved through the Consumer Complaint processes as provided under the ERC Rules of Practice and Procedures, as amended.

**Section 46. B2B System or CRSS Transaction Timeframes.**

Requests, notices, responses to notices or requests, and data sent or received by a concerned entity beyond 5:00 P.M. on a business day or during weekends and/or holidays shall be deemed to have been received on the first working hour on the next business day.

**ARTICLE XIII**  
**REPORTORIAL REQUIREMENTS**

**Section 47.** The CRB, without need of further notice, shall submit Quarterly Reports to the ERC, every 15th day of the month following the end of the quarter in review, which shall include the following information:

- a. List of GEOP End-Users' name served by each RE Supplier;
- b. Meter number;
- c. Monthly registered demand (in kW);
- d. Monthly metered quantity (in kWh);
- e. Number of GEOP End-Users that switched, sorted by the DU franchise area;
- f. Percent (%) increase in Switching per DU franchise area;

**Section 48.** All NSPs, without need for prior notice, shall submit a monthly report to the ERC, every 15th day of the month following the period in review. The said monthly reports shall include the following GEOP End-User information:

- a. Full name;
- b. Billing and service addresses;
- c. Account number;
- d. Meter number;
- e. The most recent twelve (12) months of historical usage, if applicable, i.e. monthly registered peak demand (in kW) and monthly total registered energy consumption (in kWh); and
- f. Other information such as telephone numbers and e-mail addresses, subject to agreement on confidentiality.

**Section 49.** Each RE Supplier without need of further notice, shall submit Quarterly Report to the ERC every 15th day of the month following the end of the quarter in review, which shall include the following information:

- a. List of GEOP End-Users;
- b. Total kilowatt-hour sales to GEOP End-Users;
- c. Total kilowatt-hour sales per RE technology;
- d. Total revenues from kilowatt-hour sales to GEOP End-Users; and
- e. Period of contract for each GEOP End-User.

**Section 50.** The ERC may require other information that it may deem necessary or useful in carrying out its duties and functions.

**Section 51.** The ERC shall accord certain information disclosed and identified by the respective entities such level of strict confidentiality by subjecting the same to appropriate protective measures, as necessary.

## **ARTICLE XIV**

### **TRANSITORY PROVISIONS**

**Section 52. Objective.** To ensure an orderly transition from the existing structure to a competitive environment and to protect the interests of all stakeholders in the electricity industry, a transition period of three (3) months from the promulgation of these Rules shall be observed.

#### **Section 53. General Provisions**

During the Transition Period:

- 53.1. The CRB, together with industry stakeholders, shall develop and finalize the Market Manuals, Business Process and IT design of the B2B and institute the initial preparation and population of its registration database using the latest available information.
- 53.2. The RE Suppliers shall submit to the CRB for posting in its website, contracting parameters, to include its general offer terms and conditions such as indicative average contract price offers and scope of services offered.
- 53.3. DUs shall regularly update and submit such data to the ERC and CRB every fifteenth (15th) day of the month, without need of further notice. Failure to comply with the said requirements or submit accurate information shall be subject to the appropriate ERC fines and penalties.

## **ARTICLE XV**

### **MISCELLANEOUS PROVISIONS**

**Section 54. Data Privacy.** All Mandated Entities shall ensure compliance with the prevailing laws on data privacy, in the gathering, storing, protection, use, and destruction of information of the GEOP End-User.

**Section 55. Notification.** All notices contemplated in these Rules shall be in any of the following means of communication, except for disconnection cases, wherein notices shall always be in writing:

- a. in writing;
- b. electronic mail;
- c. fax; and
- d. other means of communication capable of time stamping.

The CRB, as the central repository of data concerning GEOP, shall provide its own procedures for the authentication of the electronic mail addresses, and telephone or cellphone numbers that will be used in operation of this program.

**Section 56. Exception.** Where good cause appears, the ERC may allow an exemption from any provision of these Rules, if such is found to be in the public interest and is not contrary to law or any other related rules and regulations.

**Section 57. Separability.** If any provision of these Rules is declared invalid or unconstitutional by a court of competent jurisdiction, those provisions which are not affected thereby shall continue to be in full force and effect.

**Section 58. Amendments.** The ERC may amend and expand these Rules from time to time when necessary to meet the needs of the GEOP End-User, RE Supplier, SOLR and the ERC. Before making any significant revisions to these Rules, the ERC will undertake public consultation as appropriate.

**Section 59. Sanctions.** The ERC shall impose the appropriate fines and penalties for any violation or non-compliance with these Rules, pursuant to the "Guidelines to Govern the Imposition of Administrative Sanctions in the Form of Fines and Penalties Pursuant to Section 46 of R.A. 9136".

**Section 60. Effectivity.** These Rules shall take effect within fifteen (15) days following its complete publication in a newspaper of general circulation or in the Official Gazette.