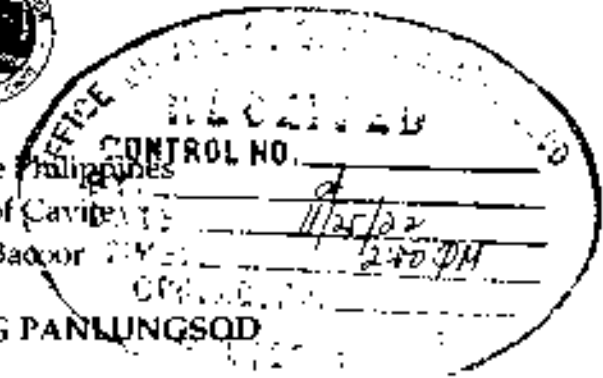




Republic of the Philippines
 Province of Cavite
 City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S	TITLE OF PROPOSED MEASURE	CONTROL NUMBER
Committee on Environment and Natural Resources	REQUESTS FROM THE CHIEF OPERATING OFFICER OF MSPECTRUM, INC. (SOLAR POWER ENERGY DEVELOPER): REQUEST TO SCHEDULE A PUBLIC CONSULTATION FOR A DETAILED PRESENTATION OF THE PROJECT AND THE APPROVAL OF A CITY RESOLUTION SUPPORTING ITS DEVELOPMENT, CONSTRUCTION, IMPLEMENTATION AND OPERATION AT VISTA MALL, DAANG HARI, MOLINO-PALIPARAN ROAD, MOLINO IV, BACOR CITY CAVITE.	PCR-089-2022
VENUE Sangguniang Panlungsod Session Hall		DATE/TIME November 24 2022/ 10:30 AM

**COMMITTEE REPORT
 NO. ENR 004-S-2022**

The committee hearing was conducted on October 03, 2022, 1 30 PM at the Sangguniang Panlungsod Session Hall. It was presided over by the Committee Chairman Hon Levy M. Tela, Committee Vice Chairman Reynaldo Fabian and Committee Members Hon. Reynaldo Palabrica and Hon. Adrielito Gawaran, Hon. Alde Pagulayan, Hon. Roberto Advincula, Hon. Ramon Bautista, Hon. Alejandro Gutierrez, Hon. Simplicio Dominguez, Hon. Rogelio Nolasco, Hon. Michael Solis, Hon. Victorio Guerrero, Hon. Catherine Sarino-Evaristo, CENRO OIC Mr. Rolando Vocalan, from the office of City Legal Services Atty. Antonio S. Lim, Meralco Representatives Kristine Decena and Atty. Clarence Octaviano-Salonga, MSpectrum Inc. Representatives Limuel Zamora, and Jason Hernandez, and Barangay Secretary of Molino IV Sofia Pardo.

The MSpectrum is a Solar Renewable Energy provider in the Philippines. It is fully owned by Meralco and its focus on Solar Energy Power. They conducted a detailed presentation to the Members of Sangguniang Panlungsod. They wanted to have a one stop shop so there is no need for the costumers to find another solar power provider. They requested for Local Government Unit Resolution of Support and Certificate of Conduct of Committee Hearing

RECOMENDATION:

In view of the foregoing, the Committee on Environment and Natural Resources Chairman Hon. Levy M. Tela said the Barangay Molino IV passed the Barangay Resolution entitled : "Resolution fully, unconditionally and unequivocally approving and supporting the development, construction, implementation and operation of MSpectrum, Inc. solar power project in Molino-



Republic of the Philippines
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City of Bacoor

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Paliparan Road, Barangay Molino IV, City of Bacoor, Province of Cavite and was submitted to the the committee in support to the request of MSpectrum, Inc. (Solar Power Energy Developer).

Hon Tela respectfully recommends for this subject matter to be **APPROVED**.

WE HEREBY CERTIFY that the contents of the foregoing report are true and correct

Signed this 14th day of November, 2022, at the City of Bacoor, Cavite

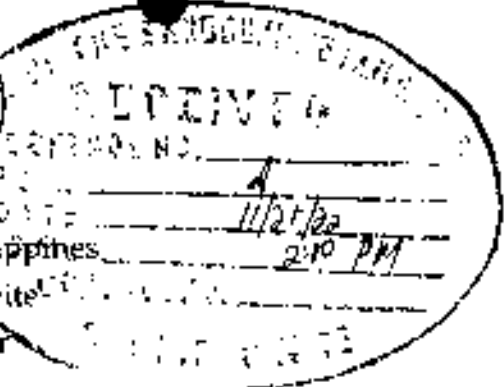
Committee on Environment and Natural Resources


HON. LEVE M. TELA
Chairman


HON. REYNALDO M. FABIAN
Vice-Chairman


HON. REYNALDO D. PALABRICA
Member


HON. ADRIELITO G. GAWARAN
Member



Republic of the Philippines
 Province of Cavite
 City of Bacoor

5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER
Committee on Environment and Natural Resources		REQUESTS FROM THE CHIEF OPERATING OFFICER OF MSPECTRUM, INC. (SOLAR POWER ENERGY DEVELOPER): REQUEST TO SCHEDULE A PUBLIC CONSULTATION FOR A DETAILED PRESENTATION OF THE PROJECT AND THE APPROVAL OF A CITY RESOLUTION SUPPORTING ITS DEVELOPMENT, CONSTRUCTION, IMPLEMENTATION AND OPERATION AT VISTA MALL, DAANG HARI, MOLINO-PALIPARAN ROAD, MOLINO IV, BACOR CITY CAVITE.	PCR-089-2022
VENUE	Sangguniang Panlungsod Session Hall		DATE/TIME October 3, 2022/ 1:30 PM

**MINUTES OF COMMITTEE HEARING
 NO. ENR 004-S-2022**

The committee hearing was conducted on October 3, 2022, 1:30 P.M. at the 2nd floor Sangguniang panlungsod, Bacoor Government Center, City of Bacoor, Cavite led by the Committee Chairman Hon. Levy M. Tela together with Committee Vice Chairman Reynaldo Fabian and Committee Members Hon. Reynaldo Palabrica and Hon. Adrielito Gawaran, Hon. Roberto Advincula. In attendance were Hon. Alde Pagulayan, Hon. Ramon Bautista, Hon. Alejandro Gutierrez, Hon. Simplicio Dominguez, Hon. Rogelio Nolasco, Hon. Michael Solis, Hon. Victorio Guerrero, Hon. Catherine Sarino-Evaristo, CENRO OIC Mr. Rolando Vocalan, from the office of City Legal Services Atty. Antonio S. Lim, Meralco Representatives Kristine Decena and Atty. Clarence Octaviano-Salonga, MSpectrum Inc. Representatives Limuel Zamora, and Jason Hernandez, and Barangay Secretary of Molino IV Sofia Pardo.

The presiding Officer Committee Chairman on Environment and Natural resources Hon. Levy M. Tela acknowledge the presents of the City Councilor, asked the resource persons to introduce themselves.

Hon. Reynaldo Palabrica asked the resource person from MSpectrum Inc. representatives to show their presentation.



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

MSpectrum representatives said the Spectrum is a Solar Renewable Energy provider in the Philippines. They boast of end to end technical capabilities and its synergy with the one Meralco Group of Companies. MSpectrum is a solar power company built with Meralco's energy expertise and service standards for home and for business like Vista Mall Daang Hari Solar project located at Molino IV, Bacoor City, Cavite.

Environment impact are reduces the country's dependence on fossil fuels that result in carbon emission, which in turn harms the environment and adversely affects the health, and helps curb the detrimental effects of climate change. The price of electricity generated by solar power plants has cheaper and more cost-effective than electricity generated by coal-fired power plants.

Hon. Gawaran asked if the project of MSpectrum is connected or tied up with Meralco. Ms. Decena answered the MSpectrum is fully owned by Meralco and its focus on Solar Energy Power. They wanted to have a one stop shop so their customer no need to find another solar power provider.

Hon. Pagulayan requested the MSpectrum to submit a copy of the endorsement letter coming from the Department of Energy, a sample resolution from the Municipality where they conducted a public hearing.

According to Hon. Palabrica, need to conduct first a public consultation from Molino 4, and submit the barangay resolution to Sangguniang Panlungsod.

Barangay Secretary Pardo said after the public consultation with MSpectrum in their barangay they will submit the Barangay Resolution in 2 to 3 days.


Hon. Tela said this is approved after the public consultation, submission of Barangay Resolution, and endorsement letter from the DOE.

The Committee Hearing adjourned at 2:44 PM.

Prepared by:

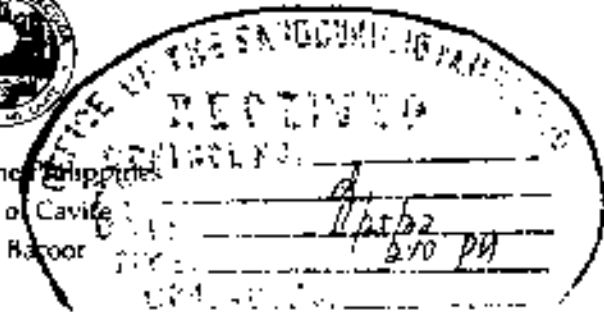

ELENA E. SOMBRANO
Clerk

Attested by:


HON. LEVY M. DELA
Chairman



Republic of the Philippines
Province of Cavite
City of Bacoor

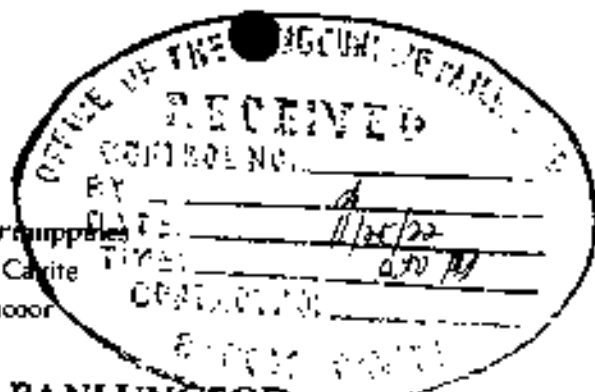


5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
Committee on Environment and Natural Resources with joint Committee on Rules and Privileges, Laws and Ordinances		- Requests from the Chief Operating Officer of MSpectrum, Inc. (Solar Power Energy Developer): REQUEST TO SCHEDULE A PUBLIC CONSULTATION FOR A DETAILED PRESENTATION OF THE PROJECT AND THE APPROVAL OF A CITY RESOLUTION SUPPORTING ITS DEVELOPMENT, CONSTRUCTION, IMPLEMENTATION AND OPERATION AT VISTA MALL, DAANG HARI, MOLINO-PALIPARAN ROAD, MOLINO IV, BACOR CITY CAVITE.	PCR-089-2022	
VENUE	Sangguniang Panlungsod Session Hall		DATE/TIME	October 3, 2022/ 1:00 PM

**NOTICE OF JOINT COMMITTEE HEARING (RECEIVING COPY)
NO. ENR-004-S-2022**

NAME	DATE RECEIVED	CONTACT NUMBER	SIGNATURE
James	9/27/2022		
ARNOLD ROUBRO	9/27/22		
MELUOR ANILAO	9/27/2022		
Luis Gopardo	9/27/2022		
MARICEL MONTAÑA	9/28/2022		
CATHY BALLEGEN	9/28/2022		
Isabelita A. Vilis	9/28/2022		
MARY ANILANS	9-28-22		
Kristine Delora	9/28/22	09985998533	
LUCRECE BRANDE	9/28/22	0996528484	
Angelita L. Camagong	9/29/2022	09979866275	
Isabel M. Zamora	10/03/2022	09178872466	



Republic of the Philippines
 Province of Cavite
 City of Bacoor

5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S	TITLE OF PROPOSED MEASURE	CONTROL NUMBER
Committee on Environment and Natural Resources with joint Committee on Rules and Privileges, Laws and Ordinances	- Requests from the Chief Operating Officer of MSpectrum, Inc. (Solar Power Energy Developer): REQUEST TO SCHEDULE A PUBLIC CONSULTATION FOR A DETAILED PRESENTATION OF THE PROJECT AND THE APPROVAL OF A CITY RESOLUTION SUPPORTING ITS DEVELOPMENT, CONSTRUCTION, IMPLEMENTATION AND OPERATION AT VISTA MALL, DAANG HARI, MOLINO-PALIPARAN ROAD, MOLINO IV, BACOOR CITY CAVITE.	PCR-089-2022
VENUE Sangguniang Panlungsod Session Hall		DATE/TIME October 03, 2022/ 1:00 PM

**ATTENDANCE OF JOINT COMMITTEE HEARING
 NO. ENR - 004-S-2022**

NAME	CONTACT NUMBER	SIGNATURE
Kristine M. Devera	0998 599 8533	
Manuel Dela Cruz-Salanga	09178624474	
Liamel M. Zamora	0910 987 8166	
Joan Hernandez	0998 888 944	
Rogelio Del. Dolasco	0929-3237609	
Ramon Benitez	0915 404 048	
JORDI GUERRERO	J. P.	
ALEX F. GUTIERREZ		
CATHERINE EVANGELISTA	09175001923	
ADRIEL G. GALANAN	09190044502	
SIMPICIO G. DUMAGAN		
KEY FABIAN	0917-650 2585	
Ale Pascualayan	0917 8866889	
MAC RAVEN ESPRITU	0917-159-9026	
MIKE E. SOLIS	0915 601 3248	
Ron. Robert L. Rodriguez	0917 304 435	





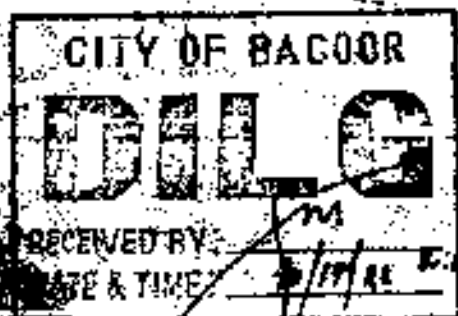
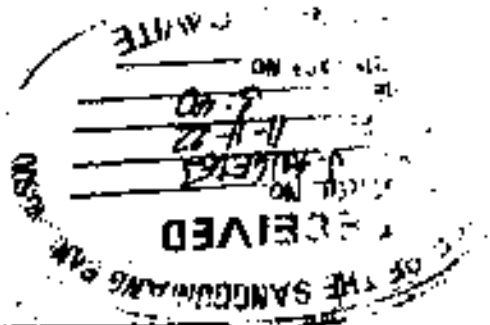
EXCERPT FROM THE MINUTES OF THE MEETING OF THE REGULAR SESSION HELD ON OCTOBER 15, 2022 AT THE SESSION HALL, BARANGAY EXTENSION, DUPLEX HOMES, BRGY. MOLINO IV, CITY OF BACOOR, PROVINCE OF CAVITE.

Present:

Hon. Punong Barangay Jeffrey P. Campaña
Hon. Kgd. Wilfredo V. Tating
Hon. Kgd. Rizaldy S. Ramulla
Hon. Kgd. Lourdes L. Cas
Hon. Kgd. Efren B. Arcos
Hon. Kgd. Marivic C. Sorio
Hon. Kgd. Teofilo T. Rendal Jr.
Hon. Kgd. Yolanda Sarte-Jacson
SK Chairwomen Angie C. Carlago

Others Present:

Brgy. Secretary Sofia M. Pardo
Brgy. Treasurer Dante A. Mendoza



RESOLUTION NO. 2022-016

RESOLUTION FULLY UNCONDITIONALLY AND UNEQUIVOCALLY APPROVE AND SUPPORTING THE DEVELOPMENT, CONSTRUCTION, INSTALLATION AND OPERATION OF MSPECTRUM, INC.'S SOLAR POWER PROJECT IN MOLINO-PALIPARAN ROAD, BARANGAY MOLINO IV, CITY OF BACOOR, PROVINCE OF CAVITE

WHEREAS, it is a policy of the State under Republic Act No. 9513, otherwise known as Renewable Energy Act of 2008 (RE Act), to promote the development, utilization and commercialization of renewable energy resources;

WHEREAS, the Department of Energy (DOE) have endorsed the project of MSpectrum, Inc. (MSI) pursuant to the Solar Energy Operating Contract (SEOC No. 2021-12-005) between the Department of Energy and MSpectrum, Inc. giving the latter an exclusive right to explore, develop and utilize solar resources at Vista Mall, Duplex Homes, Brgy. Molino IV, Bacoor, Cavite, on January 31, 2022;

WHEREAS, the Solar Energy Operating Contract (SEOC No. 2021-12-605) specifically provides, aside from the government share or financial benefits that the Barangay Molino IV (Barangay Host) may have through its 1% gross income sharing scheme, priority in employment, training and development programs to qualified residents herein, as well as, conduct of corporate social responsibility projects that focuses on education and training of qualified and deserving beneficiaries of the host community;

WHEREAS, MSpectrum, Inc., as a Renewable Energy Developer, is required to submit for its project (1) Proof of conduct of Public Consultation/s, and (2) LGU Resolutions of Support from (a) the concerned Barangay and (b) the concerned Municipality/City/Province stating that the *sanggunian* fully supports the development and implementation of the concerned project;

WHEREAS, Barangay Molino IV, through its authorized representative Brgy. Secretary Sofia M. Parob, have requested conduct of public consultation to residents of the Barangay during the Sangguniang Panlungsod Public Hearing on October 3, 2022;

WHEREAS, a Public Consultation, attended by Home Owners Association, Inc. Officials of subdivision located within the contract area, was then held at the Barangay Covered Court, Brgy. Molino IV, City of Bacoor, Province of Cavite, on October 12, 2022, wherein said participants, after the discussion, deliberation and open forum, have signified and stated their approval and supporting on the operation of MSpectrum, Inc.'s Solar Power Project;

NOW, THEREFORE, ~~the members of the Sangguniang Barangay~~ **Enrico K. Nartoc G. Soria** with the unanimous record of the ~~members of the Sangguniang Barangay~~;

RESOLVED, AS IT IS HEREBY RESOLVED, approving Resolution No. 2022-016 entitled: **"RESOLUTION: FULL UNCONDITIONAL AND UNEQUIVOCALLY APPROVING AND SUPPORTING THE DEVELOPMENT, CONSTRUCTION, IMPLEMENTATION, AND OPERATION OF MSPECTRUM, INC.'S SOLAR POWER PROJECT IN MOLINO-PALIPARAN ROAD, BARANGAY MOLINO IV, CITY OF BACCOOR, PROVINCE OF CAVITE";**

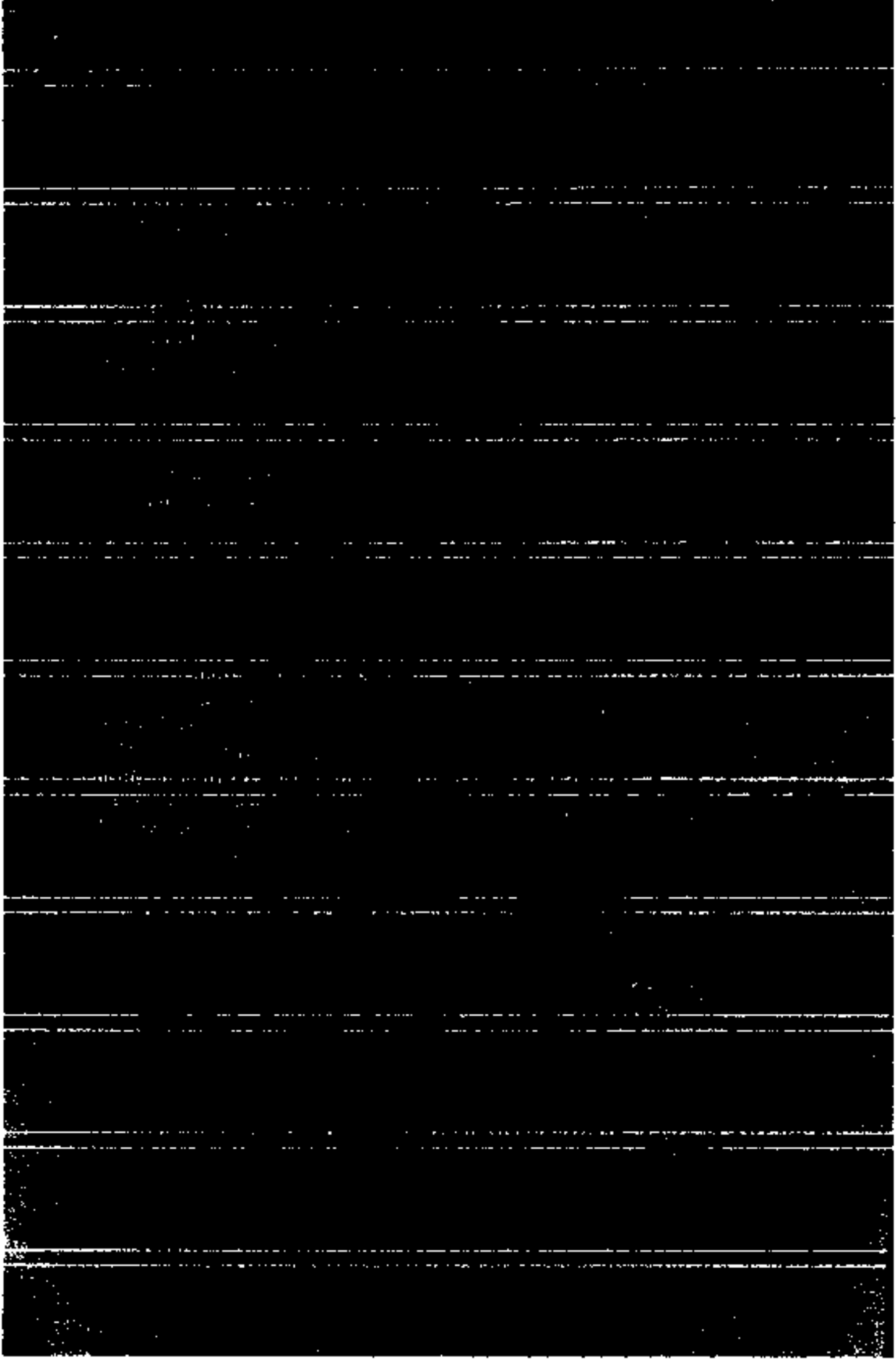
RESOLVED FURTHER, to furnish copies of this Resolution to all concerned for their information and guidance.

Done this 15TH day of October 2022, at the Session Hall, Barangay Extension, Duplex Homes, Brgy. Molino IV, City of Bacoor, Province of Cavite.

APPROVED


Hon. WILFRIDO V. TATING
Barangay Kagawad


Hon. REJALYN S. REJULLA
Barangay Kagawad



Spectrum /



PCR-084-2022 - Requests from the Chief Operating Officer of MSpectrum, Inc. (Solar Power Energy Developer): REQUEST TO SCHEDULE A PUBLIC CONSULTATION FOR A DETAILED PRESENTATION OF THE PROJECT AND THE APPROVAL OF A CITY RESOLUTION SUPPORTING ITS DEVELOPMENT, CONSTRUCTION, IMPLEMENTATION AND OPERATION AT VISTA MALL, DAANG HARI, MOLINO-PALIPARAN ROAD, MOLINO IV, BACOR CITY CAVITE.

04/1

MICHAEL ANTONIO REYES
City Mayor
Bacoor City Hall, Molino Boulevard
Bacoor City, Cavite

Request for Public Consultation and City Resolution of Support for MSpectrum, Inc.'s Solar Power Project at Molino Paliparan Road, Molino IV, Bacoor City, Cavite

Dear Madamhon/Sir:

MSpectrum, Inc. (MSpectrum) is a leading provider of solar power solutions in the Philippines. We are currently developing a solar power project at Vista Mall, Daang Hari, Molino-Paliparan Road, Molino IV, Bacoor City, Cavite.

The project is a 100kW solar power system that will provide clean, renewable energy to the local community. We are seeking your support and approval for the project.

We are requesting your assistance in scheduling a public consultation for a detailed presentation of the project and the approval of a city resolution supporting its development, construction, implementation and operation. We are also requesting your assistance in securing the necessary permits and clearances for the project.

We appreciate your attention to this matter.

Attachment: 1. Certificate of Approval for Public Consultation
2. Certificate of Approval for City Resolution of Support
3. Request for the creation of the City Resolution of Support to be issued by the Office of the Mayor and the Sangguniang Bayan, which should explicitly state that the Municipality fully understands, fully supports and approves and supports the development, construction, implementation and operation of the Project.

We are available to discuss the project further and provide any additional information you may need.

Thank you very much for your attention to this matter. We look forward to your response.

Michael Antonio Reyes
City Mayor

BACK



1. The Department of Health and Human Services is pleased to announce the release of the final rule regarding the implementation of the Affordable Care Act (ACA) provisions related to the individual mandate. This rule will take effect on January 1, 2014.

2. The rule will require individuals to maintain minimum essential health coverage or pay a penalty. The penalty will be based on the number of months of non-compliance and the individual's household income.

3. The Department is committed to ensuring that all individuals have access to affordable, quality health care. This rule is a key step in achieving that goal.

Department of Health and Human Services
Washington, DC 20201

+ 800

BACK



Republic of the Philippines
 DEPARTMENT OF ENERGY
 (Kagawaran ng Enerhiya)

13-March-2014

HON. LANI MERCADO REVILLA
 Mayor,
 Marikina City,
 Metro Manila, Philippines

Dear Mayor Revilla,

I am writing you as the State of Republic of the Philippines has signed a Joint Memorandum Understanding (JMOU) with the Department of Energy (DOE) on the development of a plan for renewable energy. The DOE has signed a Memorandum Understanding with the Department of Energy (DOE) to develop a plan for renewable energy. The DOE has signed a Memorandum Understanding with the Department of Energy (DOE) to develop a plan for renewable energy.

Respectfully,
 Director

Enclosed in this envelope are the following documents:
 1. JMOU between the State of Republic of the Philippines and the Department of Energy (DOE) on the development of a plan for renewable energy.
 2. JMOU between the State of Republic of the Philippines and the Department of Energy (DOE) on the development of a plan for renewable energy.
 3. JMOU between the State of Republic of the Philippines and the Department of Energy (DOE) on the development of a plan for renewable energy.
 4. JMOU between the State of Republic of the Philippines and the Department of Energy (DOE) on the development of a plan for renewable energy.
 5. JMOU between the State of Republic of the Philippines and the Department of Energy (DOE) on the development of a plan for renewable energy.

Very truly yours,
 Director
 Department of Energy
 Office of the Director
 Department of Energy
 Office of the Director
 Department of Energy
 Office of the Director

BACK



1. The Bureau of Customs is pleased to inform you that the Bureau has received your application for the registration of your business as a customs broker.

2. The Bureau has reviewed your application and the following conditions must be complied with:

3. The following conditions must be complied with:

DIRECTOR MYLENE C. CAPONGCUL

Director, Bureau of Customs

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Page No. _____
Date: _____

WHEREAS the RE DEVELOPER herein is engaged in the development and construction of a Solar Energy Test Site within the Central Area and agreement has been entered into between and between the GOVERNMENT and the said developer under the DEPARTMENT of Energy, Department of Energy, Manila.

WHEREAS the RE DEVELOPER has been determined by the said Department of Energy, Manila and that said developer has been duly licensed by the said Department.

NOW THEREFORE in and in consideration of the premises and the fact that the said developer has hereby stipulated and agreed to the following:

SECTION I SCOPE

1. The RE DEVELOPER shall comply with the AMI (see terms of purchase) that may be furnished by the DECE (see RE Development and Construction of Solar Energy Test Site) in order to comply with the AMI (see terms of purchase) that may be furnished by the DECE.
2. The provisions of this Agreement shall govern the development, construction, installation, commissioning and operation of a Solar Energy System (see terms of purchase) and shall include generation, transmission & distribution system.
3. This RE DEVELOPER shall be located in the Central Area, under the jurisdiction of the Central Area.
4. The RE DEVELOPER is hereby appointed and designated by the DECE (see terms of purchase) as the party having the responsibility of the development, construction and operation of the Solar Energy System within the Central Area referred here.
5. The RE DEVELOPER shall issue any and all other documents and licenses required by the Central Area and shall be fully responsible for the development, construction, installation, commissioning and operation of the Solar Energy System. The RE DEVELOPER shall be responsible for the development, construction and operation of the Solar Energy System within the Central Area.
6. The RE DEVELOPER shall ensure that the system shall be installed in accordance with the relevant laws and regulations of the DECE (see terms of purchase) and shall be fully responsible for the development, construction and operation of the Solar Energy System within the Central Area.

SECTION II DEFINITION OF TERMS

1. The words and terms herein shall have the same meaning as in the laws and regulations of the DECE (see terms of purchase) and shall be fully responsible for the development, construction and operation of the Solar Energy System within the Central Area.

A. APPROVED BY THE DECE (see terms of purchase)

BACK



action must be taken to correct the deficiency identified in the audit report.

- **Accounting Procedures** refers to the methods used to record and analyze financial transactions and to prepare financial statements. It includes the proper treatment of expenses, assets, and liabilities, and the proper valuation of assets and liabilities.

Additional Investment refers to the amount of money invested in a project in addition to the amount invested in the initial phase of the project. It includes the amount of money invested in the purchase of additional equipment, the amount of money invested in the purchase of additional land, and the amount of money invested in the purchase of additional labor.

The amount of additional investment is determined by the amount of money invested in the initial phase of the project and the amount of money invested in the additional phases of the project.

The amount of additional investment is also determined by the amount of money invested in the initial phase of the project and the amount of money invested in the additional phases of the project.

- **Affiliate** refers to an entity that is controlled by another entity. It is a company that is owned or controlled by another company, or a company that is owned or controlled by an individual.

- **Certificate of Registration** refers to a document issued by the State of New Jersey to a company that is registered to do business in the State. It is a document that is required for a company to do business in the State.

Commercial Operation refers to the phase of a project in which the project is operating commercially. It is the phase of a project in which the project is generating revenue and is operating in a commercial market.

Contract Area refers to a geographical area that is defined by a contract. It is the area that is covered by a contract, and it is the area that is subject to the terms and conditions of the contract.

- **Contract Year** refers to the year in which a contract is entered into. It is the year in which the contract is signed, and it is the year in which the contract is first performed.

Corporate Income Tax refers to the tax on the income of a corporation. It is a tax that is levied on the income of a corporation, and it is a tax that is paid by the corporation.

BACK



Appendix A
Glossary

and the use of which requires the DTE's full Department Approval.

- 1. **Effective Date** refers to the date of the coming into force of the Act or of the coming into force of the Rules.
- 2. **Expatriate Expert** refers to a foreign national employed by the DTE, DEWALPHR and/or SUTCO, or any of the entities included in the Power Utility Corporation Act, who holds a professional degree with a degree date of passing 1985.
- 3. **Expiration** refers to the termination of the term of a contract, whether it is a fixed term contract or an open-ended contract, when the term of the contract or the term of the contract has expired or when the contract is terminated by the DTE or by the DTE/PHR/SA.
- 4. **Foreign Employee** refers to any person whose degree or diploma is issued or passed by the DEWALPHR and/or SUTCO, or any of the entities included in the Energy Operations Corporation Act, or who holds a degree or diploma issued or passed by an institution recognized as established in the Philippines, or who holds a degree or diploma issued or passed by a foreign institution.
- 5. **Force Majeure** refers to an extraordinary event which is unforeseeable and unavoidable, and which is beyond the control of the party concerned.
- 6. **Generation Facility** refers to a facility for the production of electricity and/or steam energy by means of a turbine, a thermal steam engine, or a nuclear reactor.
- 7. **Government Share** refers to a share in the ownership of a power generation LGU from the capital and development fund of the DTE, PHR, and SUTCO, and the Resources Commission, in accordance with the Act and the implementing rules and Regulations (IRs) and prescribed in the terms of Government Share herein.
- 8. **Gross Income** refers to the net amount of the receipts and gross income from Energy Operations equivalent to the gross sales of electricity, water, heat, steam, discharges and allowances and fuel charges, less the charges and other deductions in the Accounting Period established by Article 10.
- 9. **Host LGU** refers to the LGU where the power plant, facility, or equipment is generated or is to be located.
- 10. **Local Government Unit (LGU)** refers to the provinces, cities, municipalities, and subdivisions of the same which are national and local government units under the Local Government Code of 1991.
- 11. **New Investment** refers to investment capital or resources used for the development and/or operation of new PL facilities in the power sector in the new generation facilities with the Department's approval, including the existing operating operations having separate financial records.

Page 10 of 10

BACK



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**SECTION IV
CONTRACT AREA**

- 4.1 The Contract Area shall be defined as that portion of the State of New York which is under the jurisdiction of the State Office of General Services and which is being transferred to the State Office of General Services.
- 4.2 The DE DEVELOPER shall submit a proposal in writing to the Director of the DE Program, submitted to the DE Program, which shall include a description of the work to be performed, a list of the personnel to be assigned to the work, and a list of the equipment and materials to be used. The proposal shall also include a list of the personnel to be assigned to the work.

**SECTION V
WORK PROGRAM**

- 5.1 The DE DEVELOPER shall submit a work program to the DE Program, which shall include a list of the work to be performed, a list of the personnel to be assigned to the work, and a list of the equipment and materials to be used.
- 5.2 The DE DEVELOPER shall submit a work program to the DE Program, which shall include a list of the work to be performed, a list of the personnel to be assigned to the work, and a list of the equipment and materials to be used. The work program shall also include a list of the personnel to be assigned to the work.
- 5.3 During the performance of the work program, the DE DEVELOPER shall submit reports to the DE Program, which shall include a list of the work performed, a list of the personnel assigned to the work, and a list of the equipment and materials used. The DE DEVELOPER shall also submit a list of the personnel assigned to the work.
- 5.4 The DE DEVELOPER shall submit a list of the personnel assigned to the work program to the DE Program, which shall include a list of the personnel assigned to the work, and a list of the equipment and materials used.

BACK



- Project refers to the DEWAP Solar Energy Systems with the Working Area as to be determined in the bidding process.
- RE Contract refers to the contract for the purchase of the project materials and equipment to be used under the AgP.
- Solar Energy refers to the energy that can be converted into electricity by solar technologies.
- Solar Energy Operations refers to the activities of the project including the installation, operation and maintenance of the solar energy system and the Energy Efficiency Power System and the related activities of the project.
- Solar Energy Resources refers to the solar energy resources available in the Working Area, as determined by the project team in the bidding process.
- Solar Energy Systems refers to the solar energy systems and related equipment to be used in the project.
- Subcontractor refers to a person or entity, other than the contractor, who is engaged by the contractor to perform the project work.
- Termination refers to the termination of the contract as provided in Section 17.1 of the AgP.
- Work Program refers to a series of tasks and activities to be performed in the project, as determined by the project team in the bidding process.

**SECTION 17
TERM**

- 17.1 The term of the contract shall be for a period of 12 months from the date of the start of the project.
- 17.2 At the end of the term, the contractor shall be responsible for the extension of the contract for a period of 12 months from the date of the start of the project. The extension shall be subject to the approval of the DEWAP and the project team. The extension shall be for a period of 12 months from the date of the start of the project.



4. Any failure to comply with the terms of the Letter Agreement shall be deemed a breach hereof and shall constitute a cause for termination of the Letter Agreement.

5. The Parties hereby acknowledge that the Letter Agreement is intended to be a confidential document and that the Parties shall not disclose the contents thereof to any third party without the prior written consent of the other Party. The Parties further agree that the Letter Agreement shall be subject to the laws of the Philippines and that any dispute arising therefrom shall be resolved in accordance with the laws of the Philippines.

6. The Parties warrant that the Letter Agreement is a true and accurate copy of the original document and that the Parties have not made any material alterations or additions thereto.

7. Notwithstanding the foregoing, the Parties shall be bound by any written agreement or understanding entered into by the Parties in connection with the Letter Agreement.

**SECTION XIV
DISPUTES AND ARBITRATION**

14.1 Any dispute, controversy or claim arising out of or in connection with this Letter Agreement shall be referred to and resolved by arbitration in accordance with the rules of the Philippine Arbitration Association (PAA) and shall be final and binding on the Parties.

14.2 The Parties agree to arbitrate any dispute arising out of or in connection with this Letter Agreement in accordance with the rules of the Philippine Arbitration Association (PAA) and shall be bound by the final and binding decision of the arbitrator.

14.3 The following shall constitute the arbitration process:

- a. After the date of the Letter Agreement, the Parties shall be bound by the final and binding decision of the arbitrator in accordance with the rules of the Philippine Arbitration Association (PAA).
- b. The arbitrator shall be appointed by the Parties in accordance with the rules of the Philippine Arbitration Association (PAA).
- c. The Parties shall be bound by the final and binding decision of the arbitrator in accordance with the rules of the Philippine Arbitration Association (PAA).

13.3.6



SECTION XV EMPLOYMENT TRAINING AND DEVELOPMENT PROGRAMS

- 15.1 The RE DEVELOPER agrees to cooperate in the development, implementation and operation of the RE Development Program for the purpose of providing training and development opportunities for RE workers and employees of RE companies. The RE DEVELOPER shall also cooperate in the development, implementation and operation of the RE Development Program for the purpose of providing training and development opportunities for RE workers and employees of RE companies.
- 15.2 The RE DEVELOPER shall cooperate in the development, implementation and operation of the RE Development Program for the purpose of providing training and development opportunities for RE workers and employees of RE companies.

SECTION XVI MISCELLANEOUS PROVISIONS

- 16.1 **NOTICES**
- Any notice required to be given under this Agreement shall be given to the other party personally or by registered mail to the address specified in writing in the Agreement. Notices shall be deemed to have been given by the party giving notice if the notice is delivered to the address specified in writing by such party. Notices shall be deemed to have been given if they are deposited in writing by such party in a post office box at the address specified in writing by such party.
- Any notice or other communication sent by the RE DEVELOPER shall be deemed to have been given on the day of delivery to the addressee. Notices shall be deemed to have been given if they are deposited in writing by such party in a post office box at the address specified in writing by such party. Notices shall be deemed to have been given if they are deposited in writing by such party in a post office box at the address specified in writing by such party.

16.2 **ASSIGNMENT**

The RE DEVELOPER
Department of Energy
Energy Centre, Room 2000, 1000 Avenue of the Americas
New York, New York 10020
Telephone: (212) 260-1000
E-MAIL Address: enr@doe.gov

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MEMORANDUM FOR THE DIRECTOR

The Department of Education
Division Office - [City]
[Address]
[City, State, ZIP Code]
[Phone Number]
[Fax Number]
[Email Address]

1. [Faint text regarding the purpose of the memorandum]

2. [Faint text]

[Faint text describing the details of the memorandum]

3. [Faint text]

[Faint text regarding the Department of Education's role]

[Faint text regarding the Department of Education's role]

[Faint text regarding the Department of Education's role]

[Faint text regarding the Department of Education's role]

[Faint text regarding the Department of Education's role]

[Faint text regarding the Department of Education's role]

[Faint text regarding the Department of Education's role]

[Faint text regarding the Department of Education's role]

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11.6. AMENDMENTS

The RE DEVELOPER shall file amendments to the approved permits, the RUA consent and the RUP.

11.7. BOOK OF ACCOUNTS AND AUDIT

1. The RE DEVELOPER shall be responsible for keeping complete and accurate accounts of all financial transactions of the RE DEVELOPER in accordance with the RE Contract and the provisions of the RUA.
2. The DEPARTMENT shall have the right to inspect the books, records, receipts and accounts pertaining to the RE DEVELOPER and to demand and receive in full the RE DEVELOPER's books, records, receipts and accounts for a year. Any such audit shall be completed within two (2) calendar months from commencement. Any exceptions must be made to the RE DEVELOPER in writing with a copy to the DEPARTMENT. The RE DEVELOPER shall submit to the DEPARTMENT a copy of the audit report in accordance with the provisions of the RE DEVELOPER's books, records, receipts and accounts for the RE DEVELOPER's fiscal year and shall be responsible for the audit of the RE DEVELOPER's books, records, receipts and accounts.
3. The DEPARTMENT shall have the right to conduct a written audit of the RE DEVELOPER's books, records, receipts and accounts in accordance with the provisions of the RUA and to demand and receive in full the RE DEVELOPER's books, records, receipts and accounts for a year.
4. The DEPARTMENT shall have the right to audit the RE DEVELOPER's books, records, receipts and accounts in accordance with the provisions of the RUA and to demand and receive in full the RE DEVELOPER's books, records, receipts and accounts for a year. Any such audit shall be completed within two (2) calendar months from commencement. Any exceptions must be made to the RE DEVELOPER in writing with a copy to the DEPARTMENT. The RE DEVELOPER shall submit to the DEPARTMENT a copy of the audit report in accordance with the provisions of the RE DEVELOPER's books, records, receipts and accounts for the RE DEVELOPER's fiscal year and shall be responsible for the audit of the RE DEVELOPER's books, records, receipts and accounts.

11.8. JOURNAL ABSTRACTS

The RE DEVELOPER shall submit to the DEPARTMENT a copy of all journal articles, books, reports, and other publications that are relevant to the RE DEVELOPER's activities and to the environment. The DEPARTMENT shall have the right to review and to use the RE DEVELOPER's journal articles, books, reports, and other publications for the purpose of conducting research and to disseminate the results of such research. The DEPARTMENT shall have the right to use the RE DEVELOPER's journal articles, books, reports, and other publications for the purpose of conducting research and to disseminate the results of such research. The DEPARTMENT shall have the right to use the RE DEVELOPER's journal articles, books, reports, and other publications for the purpose of conducting research and to disseminate the results of such research.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and affixed their respective representative signatures and seals at the place and date stated above.

DEPARTMENT OF ENERGY
By _____

MSPECTRUM INC
By _____

ALFONSO G. GUS
Secretary

PATRICK HENRY T. PABILIO
President



WITNESSES

WITNESSES

DIR. MYLENE C. ZAPONGCOL
Secretary

RODOLFO B. LIM JR.
Secretary

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
CITY OF _____ **S S**

I, the undersigned, do hereby acknowledge the receipt of _____

Name: _____
ALFONSO G. CUS
Citizenship: _____
Passport No: **P9755302A**
Date of Birth: _____
29 November 2018 OF A
Manila

I, _____, do hereby certify that the above-mentioned _____
_____ is the true and correct copy of the original document
_____ and that the same has been duly authenticated by the
_____ as the free and voluntary act and deed of the said _____
_____ and that the same is in accordance with the laws and
_____ of the Philippines.

Witness my hand and seal of office this _____ day of _____
_____ at _____, Philippines.

WITNESSED MY HAND AND SEAL OF OFFICE

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... shall be subject to the approval of the Board of Directors and the Board of Trustees of the University of the Philippines - Diliman. The Board of Directors shall have the authority to amend, modify, or repeal any provision of this Charter and the Board of Trustees shall have the authority to amend, modify, or repeal any provision of this Charter, provided that the amendments shall not be contrary to the public interest and shall not be in violation of the Constitution of the Philippines.

8. Revision of the Accounting Procedures

The Board of Trustees shall have the authority to amend, modify, or repeal any provision of the Accounting Procedures of the University of the Philippines - Diliman, provided that the amendments shall not be contrary to the public interest and shall not be in violation of the Constitution of the Philippines.

The Board of Trustees shall have the authority to amend, modify, or repeal any provision of the Accounting Procedures of the University of the Philippines - Diliman, provided that the amendments shall not be contrary to the public interest and shall not be in violation of the Constitution of the Philippines.

ARTICLE III CLASSIFICATION AND DEFINITION OF ASSET AND EXPENDITURES

1. Segregation of Cost

The cost of any expenditure shall be segregated into direct and indirect costs. Direct costs are those costs which are directly attributable to the acquisition, construction, or production of an asset. Indirect costs are those costs which are not directly attributable to the acquisition, construction, or production of an asset but which are necessary for the acquisition, construction, or production of an asset. The cost of any expenditure shall be allocated to the asset in accordance with the relative fair value of the asset and the relative fair value of the indirect costs.

The Board of Trustees shall have the authority to amend, modify, or repeal any provision of this Article, provided that the amendments shall not be contrary to the public interest and shall not be in violation of the Constitution of the Philippines.

2. Depreciable/Amortizable Tangible Investments

Tangible investments

Tangible investments are those investments which are physical in nature and which have a useful life of more than one year. Tangible investments shall be classified into depreciable tangible investments and amortizable tangible investments. Depreciable tangible investments are those investments which are subject to depreciation and amortizable tangible investments are those investments which are subject to amortization.

The Board of Trustees shall have the authority to amend, modify, or repeal any provision of this Article, provided that the amendments shall not be contrary to the public interest and shall not be in violation of the Constitution of the Philippines.



ARTICLE II GROSS INCOME COST OF GOODS SOLD AND EXPENDITURES OF THE RE DEVELOPER

1 Gross Revenue and Other Income

a) The gross revenue shall be the total amount of all sales, less any discounts, returned goods, and other adjustments.

b) The gross revenue shall include the total amount of all sales, less any discounts, returned goods, and other adjustments.

c) The gross revenue shall include the total amount of all sales, less any discounts, returned goods, and other adjustments.

d) The gross revenue shall include the total amount of all sales, less any discounts, returned goods, and other adjustments.

e) The gross revenue shall include the total amount of all sales, less any discounts, returned goods, and other adjustments.

2 Expenditures allowable as Cost of Goods Sold

The following expenditures shall be permitted as a cost of goods sold for the purpose of determining the gross income of the re developer:

a) Amortization of Surface rights, lease rights, and easement rights

Costs incurred for the acquisition, development, and maintenance of surface rights, lease rights, and easement rights shall be permitted as a cost of goods sold.

b) Labor Costs - Regular and Contracted

Costs incurred for the regular and contracted labor of the re developer shall be permitted as a cost of goods sold.

The cost of expenditures for the regular and contracted labor of the re developer shall be permitted as a cost of goods sold.



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and typed with the name of the employee and the date of the report on the form of the report.

- Material and the amount of the cost of the material used in the production of the report shall be included in the report. The amount of the cost of the material used in the production of the report shall be included in the report. The amount of the cost of the material used in the production of the report shall be included in the report.

The report shall be prepared in triplicate. One copy shall be retained by the employee and the other two copies shall be placed in the file of the employee. The report shall be prepared in triplicate. One copy shall be retained by the employee and the other two copies shall be placed in the file of the employee.

The report shall be prepared in triplicate. One copy shall be retained by the employee and the other two copies shall be placed in the file of the employee. The report shall be prepared in triplicate. One copy shall be retained by the employee and the other two copies shall be placed in the file of the employee.

c) Materials, Equipment and Supplies

• **Materials**

All materials, equipment and supplies used in the production of the report shall be included in the report. The amount of the cost of the material used in the production of the report shall be included in the report. The amount of the cost of the material used in the production of the report shall be included in the report.

• **Equipment**

Materials, equipment and supplies used in the production of the report shall be included in the report. The amount of the cost of the material used in the production of the report shall be included in the report. The amount of the cost of the material used in the production of the report shall be included in the report.

Materials, equipment and supplies used in the production of the report shall be included in the report. The amount of the cost of the material used in the production of the report shall be included in the report. The amount of the cost of the material used in the production of the report shall be included in the report.

d) Rental expenditures

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development stage. The cost of the improvements is reported as an asset in the balance sheet and is depreciated over the useful life of the assets. The following are the items included:

- a) Land improvements, such as the following:
 - parking lots
 - loading and unloading areas
 - drainage systems
 - fences
 - walkways
 - stairs
 - lighting
 - irrigation systems
 - other improvements that are not subject to depreciation

Amortization of Leasehold Improvements

Improvements are depreciated over the shorter of the useful life of the improvements or the term of the lease. The depreciation is reported as an expense in the income statement. The following are the items included:

a) Amortization of Intangible Investments, Software Licenses

Intangible investments, such as software licenses, are reported as an expense in the income statement. The depreciation is reported as an expense in the income statement. The following are the items included:

b) Other Plant Overhead - cost of general plant, such as the following: - lighting - heating - ventilation - safety equipment - fire insurance - other overhead

Items not considered or included as Cost of Goods Sold

The following items are not included in the cost of goods sold:

- a) Depreciation of the plant, such as the following:
 - buildings
 - machinery
 - equipment
 - furniture
 - fixtures
 - other plant
- b) Depreciation of the land, such as the following:
 - land
 - other land
- c) Depreciation of the intangible investments, such as the following:
 - patents
 - copyrights
 - trademarks
 - other intangible investments

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1/1/1970

1. Maintenance of the aircraft engine, oil, and other parts of the engine.
2. The cost of the aircraft engine, oil, and other parts of the engine, as shown on the log book, and the cost of the oil and other parts of the engine, as shown on the log book.
3. The cost of the aircraft engine, oil, and other parts of the engine, as shown on the log book, and the cost of the oil and other parts of the engine, as shown on the log book.
4. The cost of the aircraft engine, oil, and other parts of the engine, as shown on the log book, and the cost of the oil and other parts of the engine, as shown on the log book.

4. Other Income

All other income and benefits received by the pilot, as shown on the log book, and the cost of the aircraft engine, oil, and other parts of the engine, as shown on the log book.

5. The cost of the aircraft engine, oil, and other parts of the engine, as shown on the log book, and the cost of the oil and other parts of the engine, as shown on the log book.

6. The cost of the aircraft engine, oil, and other parts of the engine, as shown on the log book, and the cost of the oil and other parts of the engine, as shown on the log book.

7. The cost of the aircraft engine, oil, and other parts of the engine, as shown on the log book, and the cost of the oil and other parts of the engine, as shown on the log book.

8. The cost of the aircraft engine, oil, and other parts of the engine, as shown on the log book, and the cost of the oil and other parts of the engine, as shown on the log book.

9. The cost of the aircraft engine, oil, and other parts of the engine, as shown on the log book, and the cost of the oil and other parts of the engine, as shown on the log book.

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CERTIFICATE OF REGISTRATION

SPECTRUM, INC.



ALCON INC.

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