

Republic of the Philippines
ENERGY REGULATORY COMMISSION
Exquadra Tower, Ortigas Center
Pasig City, Metro Manila

**IN THE MATTER OF THE
APPLICATION FOR APPROVAL OF
EMERGENCY POWER SUPPLY
AGREEMENT BETWEEN PROVINCE OF
SIQUIJOR ELECTRIC COOPERATIVE,
INC. AND TOTALPOWER INC. WITH
PRAYER FOR PROVISIONAL
AUTHORITY AND INTERIM RELIEF
WITH MOTION FOR CONFIDENTIAL
TREATMENT OF INFORMATION**

ERC CASE NO. 2026-064-RC

May 06, 2026

**PROVINCE OF SIQUIJOR ELECTRIC
COOPERATIVE, INC AND
TOTALPOWER, INC.,
*Joint Applicants.***

X-----X

JOINT APPLICATION

*(with Prayer for Provisional Authority and Motion Confidential Treatment of
Information)*

Joint Applicants **PROVINCE OF-SIQUIJOR ELECTRIC COOPERATIVE, INC** (“PROSIELCO”) and **TOTAL POWER INC. (“TPI”)**, through their respective counsels, and unto this Honorable Commission, most respectfully state, that:

I. THE PARTIES

1. **PROSIELCO** is a non-stock and non-profit electric cooperative duly organized and existing under and by virtue of the laws of the Philippines, with principal office at Nonoc, Larena, Siquijor, represented by its **General Manager, Glenn V. Galvan**, duly authorized by virtue of Resolution No. 92, Series of 2025, dated 11 September 2025 of the Board of Directors. Moreover, the filing of the instant Joint-Application is likewise authorized under the aforesaid Resolution.
2. **TPI** is a corporation created and organized under the Philippine laws with principal office at 2/F TS Hamoy Building, National Highway, Turno, Dipolog

City, Region IX, Zamboanga del Norte, Philippines and SEC Registration No. CS201202308, represented by its **Chief Executive Officer, JUANITO C. TAN, JR.**

3. The Joint Applicants may be served with notices, orders and processes of the Honorable Commission through their respective undersigned counsels.

II. NATURE OF THE APPLICATION

4. The instant *Joint Application* for approval of the Emergency Power Supply Agreement (“EPSA”) entered into by and between **PROSIELCO** and **TPI** dated 20 August 2025 (the “PROSIELCO-TPI EPSA”), a copy of which is hereto attached as **ANNEX “01”** is hereby submitted to this Honorable Office for review and approval pursuant to Sections 25¹ and 45(b)² of Republic Act No. 9136, otherwise known as the Electric Power Industry Reform Act of 2001 (the “EPIRA”), Rule 20(B) of the Honorable Commission’s Resolution No. 1, Series of 2021³ (the “ERC Revised Rules of Practice and Procedure”), the Honorable Commission’s Resolution No. 16, Series of 2023 (the “ERC Implementing Guidelines for the Procurement, Execution and Evaluation of Power Supply Agreements”), and Department of Energy’s (“DOE”) Department Circular No. 2023-06-0021.
5. In compliance with Rule 6 of the ERC Rules and in support of the instant Joint Application for the approval of the EPSA, a copy of the instant Joint Application together with all its Annexes was furnished to the respective legislative bodies of the Municipality of Larena and the Province of Siquijor where PROSIELCO and TPI principally hold Offices and operate.

The entire verified Joint Application, excluding the Annexes, shall be published in a newspaper of general circulation within the Franchise Area of Applicant PROSIELCO.

III. STATEMENT OF FACTS

6. **PROSIELCO** has lone power supplier procured through Competitive Selection Process (CSP), which is *S.I. Power Corporation (“SIPCOR”)*. However, **SIPCOR** failed to supply continuous and uninterrupted supply of electricity in the Province of Siquijor resulting in unreasonable duration of power outages to the great prejudice of the member-consumers; more so, affecting adversely the

¹ Sec. 25. Retail Rate. – The retail rates charged by distribution utilities for the supply of electricity in their captive market shall be subject to regulation by the ERC based on the principle of full recovery of prudent and reasonable economic costs incurred, or such other principles that will promote efficiency as may be determined by the ERC.

² Distribution utilities may enter into bilateral power supply contracts subject to review by the ERC; xxx

³ A resolution adopting the Revised Rules of Practice and Procedure of the Energy Regulatory Commission.

economy of the Province. The power crisis which caused widespread inconvenience and unrest in the Province caught the attention of the pertinent National Government agencies, including the Office of the President who have equally expressed grave concern on the predicament besetting the Province of Siquijor.

7. From July 20, 2025 to August 4, 2025, according to Energy Secretary Sharon Garin (“Garin”), the Island has experienced 568 power interruptions, averaging more than 31 outages per month, and further stated that **SIPCOR** had failed to maintain its minimum fuel inventory, meeting the requires 10-day threshold on only 21 out of 71 days of monitoring, resulting in the issuance of a cease and desist order against **SIPCOR**.
8. Subsequently on 03 June 2025, the Provincial Government of Siquijor declared the entire Province under a state of calamity citing the significant impact of the power crisis which resulted in the disruption of basic utilities and critical services.
9. As consequence thereof, the Energy Regulatory Commission issued an Order dated August 22, 2025 (which applicants pray that the Honorable Commission takes judicial notice of the said Order as well as the pertinent ERC Cases which caused the issuance of the Order), copy of which was received by PROSIELCO on August 29, 2025, revoking the Provisional Authority to Operate (PAO) previously issued to SIPCOR for its generating units. Due to the revocation of SIPCOR’s PAO , SIPCOR is no longer authorized to operate its generating units and can no longer comply with its contractual obligations to supply electricity under the PSAs it entered into with PROSIELCO. Further, under the same Order PROSIELCO is directed to enter into an Emergency Power Supply Agreement with a New Power Provider (NPP) that will be procured following the pertinent DOE Circular and NEA Guidelines on the matter.
10. With the issuance of the aforementioned Orders from both the ERC and the DOE, **PROSIELCO** is in immediate need of power supply which can be procured only through an Emergency Power Supply Agreement with a reputable and reliable power supplier, which can immediately fill the void left by SIPCOR.
11. On 18 August 2025, **PROSIELCO**, in compliance with the directives of the Department of Energy (“DOE”) and the National Electrification Administration (“NEA”) for the procurement of an Emergency Power Supply for the full capacity requirement of the Province, **PROSIELCO**, on 20 August 2025 entered into an Emergency Power Supply Agreement (EPSA) with **TPI** for the supply and maintain a total capacity of 12.25 MW divided between two (2) power stations.
12. The 12.25 MW capacity provided by TPI is intended to help alleviate the recurring brownouts experienced in the island of Siquijor. This new capacity will

not only augment but also replace the existing supply, thereby enhancing the reliability of electricity service, supporting local economic activities, and improving the quality of life of residents who continue to be affected by frequent power interruptions.

13. The procurement of an emergency power supply through a negotiated procurement is well justified under Sec. 2.3.5 of the DOE's Department Circular No. DC2023-06-0021. Negotiated procurement of emergency power supply is allowed in the event that a distribution utility ("DU")'s power supply falls below its low demand due to Force Majeure or Fortuitous Events that are beyond its control, without need of any prior clearance or certification from the DOE.⁴
14. Force Majeure or Fortuitous Event refers to any extraordinary event not foreseeable or avoidable, or to an event that could not be foreseen, or which, though foreseen, is inevitable and independent of human will or the DU's participation, whether by active intervention, neglect or failure to act.

This further refers to any event or circumstances generally caused: (1) by nature, such as, but not limited to, fires, floods, typhoons or other catastrophes or acts of Gods; and/or (2) by the acts of man, such as, but not limited to, war, **national emergencies**, revolution, riot, insurrection, civil unrest or any other violent or threatening actions.⁵

15. Based on the foregoing incidents and circumstances, the occurrence of such incidents constitutes Force Majeure and/or Fortuitous Events. As such, **PROSIELCO** shall be allowed to procure Emergency Power without undergoing a CSP.
16. It is the humble position of the applicants that the subject EPSA is exempted from the conduct of CSP by virtue of Section 2.3.5 of DOE Department Circular No. DC2023-06-0021, *which provides:*

"2.3.5. Negotiated procurement of Emergency Power supply wherein the Emergency Power Supply Agreement (EPSA) shall be filed with the ERC within thirty (30) calendar days after the occurrence of the Force Majeure/Fortuitous Events, without the need of any prior clearance or certification from DOE, and shall have a maximum and non-extendible period of one (1) year from its execution. The EPSA shall be immediately implemented to address the emergency, subject to conditions to be defined by the ERC; Provided, that the procurement of emergency power supply shall be entitled to any form of subsidy; x x x" (emphasis supplied)

⁴ Section 3.7 of the DOE Department Circular No. DC2023-06-0021.

⁵ Section 3.8 of the DOE Department Circular No. DC2023-06-0021.

III. SALIENT FEATURES OF THE EMERGENCY PSA

17. The duly executed Emergency Power Supply Agreement, contains the following salient provisions:

- **Term**

This Agreement shall have a maximum term of one (1) year commencing from its execution, unless sooner terminated in accordance with this Agreement and upon approval by the ERC.

The Delivery Date shall be the date of execution of this Agreement.

- **Contracted Capacity**

“Contract Capacity” – The capacity, expressed in kW allocated to the BUYER during the Billing Period.

- **Electricity Fees⁶**

Calculation of Total Generation Cost After Approval of the ERC

Formula 2:

$$TGC_t = CRF_t + FOMF_t + VOMF_t + FF_t + VAT$$

Formula 2.1:

$$CRF_t = CRR \times CC$$

Formula 2.2:

$$FOMF_t = FOMR \times CC$$

Formula 2.3:

$$VOMF_t = VOMR \times ED$$

Formula 2.4:

$$FF_t = FR_t \times ED$$

Formula 2.4.1:

⁶ See Schedule 4A and 4B of EPSA for the *Sample rate and computation*

$$FR_t = (LFO_t \times LFR) + (LO_t \times LOR)$$

True Cost Generation Rate

Formula 3:

$$TCGR_t = \frac{TGC_t}{ED_t}$$

Buyer Fee

Formula 4:

$$BF_t = SAGR_t \times ED_t$$

Provided, however, that if $TCGR_t$ is less than or equal to $SAGR_t$ for any Billing Period, then:

$$BF_t = TGC_t$$

NPC-SPUG Subsidy Fee

Formula 5:

$$SF_t = TGC_t \times BF_t$$

Computation of Fees during Testing and Commissioning

Formula 6:

$$TCF_t = (VOMR_t \times TCE_t) + (FR_t \times TCE_t)$$

Provided, however, that if TCF_t is greater than $(SAGR_t \times TCE_t)$, NPC-SPUG shall be liable to pay the Seller a Testing and Commissioning Subsidy Fee (“TCSF”) calculated in accordance with Formula 7:

Formula 7:

$$TCSF_t = TCF_t - (SAGR_t \times TCE_t)$$

1. Electricity Fees for the North Plant Site

Calculation of Total Generation Cost After Approval of the ERC

Formula 2:

$$TGC_t = CRF_t + FOMF_t + VOMF_t + FF_t + VAT$$

Formula 2.1:

$$CRF_t = CRR \times CC$$

Formula 2.2:

$$FOMF_t = FOMR \times CC$$

Formula 2.3:

$$VOMF_t = VOMR \times ED$$

Formula 2.4:

$$FF_t = FR_t \times ED$$

Formula 2.4.1:

$$FR_t = (LFO_t \times LFR) + (LO_t \times LOR)$$

True Cost Generation Rate

Formula 3:

$$TCGR_t = \frac{TGC_t}{ED_t}$$

Buyer Fee

Formula 4:

$$BF_t = SAGR_t \times ED_t$$

Provided, however, that if $TCGR_t$ is less than or equal to $SAGR_t$ for any Billing Period, then:

$$BF_t = TGC_t$$

NPC-SPUG Subsidy Fee

Formula 5:

$$SF_t = TGC_t \times BF_t$$

Computation of Fees during Testing and Commissioning

Formula 6:

$$TCF_t = (VOMR_t \times TCE_t) + (FR_t \times TCE_t)$$

Provided, however, that if TCF_t is greater than $(SAGR_t \times TCE_t)$, NPC-SPUG shall be liable to pay the Seller a Testing and Commissioning Subsidy Fee ("TCSF") calculated in accordance with Formula 7:

Formula 7:

$$TCSF_t = TCF_t - (SAGR_t \times TCE_t)$$

- **Sale and Purchase of Capacity**

Subject to and in accordance with the terms of this Agreement, SELLER shall make available and sell to BUYER, and BUYER shall purchase from the SELLER for the consideration described in Section 5, the Contract Capacity as provided in **SCHEDULE 2** of this Agreement from and after the Delivery Date until the expiry of the Term.

- **Supply of Energy**

4. **Seller's and Buyer's obligations**

Beginning on the Delivery Date until the termination or expiration of this Agreement; Seller shall supply and deliver the Contract Capacity as detailed in SCHEDULE 2 to Buyer at the Delivery Point as provided in SCHEDULE 3. The Buyer shall purchase and pay Seller the Contract Capacity at the rates provided in SCHEDULES 4A and 4B.

Within thirty (30) days from the execution of this Agreement, the Parties shall

jointly file an application with the ERC for the approval of this Agreement ("ERC Application"). The Parties shall be jointly responsible for the preparation and filing of the ERC Application.

The Seller shall make available the Contract Capacity, except during Planned Outage Allowance and Unplanned Outage Allowance, and outage that is considered Outside Management Control as defined by the ERC Resolution No. 9, Series Of 2022.

- **Planned and Unplanned Outages**

- 4.4. **Planned Outages**

4.4.1. For the entire Term of this Agreement, Seller is allowed a Planned Outage Allowance for all other equipment (e.g., connection equipment and common facilities) except for the generating facilities, not to exceed the number Of days as set forth in SCHEDULE 3 and subject to the ERC rules and regulations on Reliability Performance Indices.

During Planned Outages, reduced or no deliveries will be available to the Buyer.

4.4.2. Within three (3) months from Delivery Date, the Seller shall submit to Buyer its desired Planned Outage periods for the Term.

4.4.3. Buyer may, upon fifteen (15) Days prior written notice, require the Seller to reschedule a Planned Outage; provided, however, that Buyer shall not request that such Planned Outage be rescheduled in a manner or time outside the Minimum Functional Specifications.

4.5. Unplanned Outages

Seller for the entire Term Of this Agreement is allowed Unplanned Outage Allowance not to exceed the number Of days as set forth in SCHEDULE 3 and subject to the ERC rules and regulations on Reliability Performance Indices.

During Unplanned Outages, reduced or no deliveries will be available to the Buyer.

- **Replacement Power**

4.6.1. **Within the Allowed Outage.** The procurement Of any Replacement Power within the Allowed Outage shall be the responsibility of the Buyer. During such outage, Buyer shall source Replacement Power from other suppliers, at its own expense.

Seller shall use all reasonable efforts to assist Buyer in securing Replacement Power.

4.6.2. Beyond the Allowed Outage. The procurement of any Replacement power beyond the Allowed Outage shall be the responsibility of the Seller.

In the event of failure by the Seller to provide the Contract Capacity, the Buyer shall be allowed to source the Replacement Power at the expense of the Seller.

Provided further, that the rates to be charged for the procurement of Replacement Power shall be a) the actual price of the Replacement Power; or b) the approved charge for this Agreement, whichever is lower.

- **Compensation, Payment and Billing**

5.1. Monthly Payment

Commencing on Delivery Date and throughout the entire Term, Buyer and the National Power Corporation-Small Power Utilities Group ("NPC-SPUG") shall pay to the Seller each Billing Period an amount equal to the Monthly Payment in accordance with SCHEDULE 4A and SCHEDULE 4B.

Seller is entitled to receive payment Of the Total Generation Cost, equal to the True Cost Generation Rate (TCGR"), comprising the Buyer Fee and the Subsidy Fee, using the Formulas provided in SCHEDULE 4A and SCHEDULE 4B.

The TCGR and the Subsidized Approved Generation Rate ("SAGR") for a Billing Period shall be calculated using the Formulas provided in **SCHEDULE 4A** and **SCHEDULE 4B**. The SAGR will be in accordance with the latest amount approved by the ERC for the *Province of Siquijor*.

Further, Buyer shall bear all costs of such transmission service, from the Delivery Point Up to the Receiving Point including the cost of any electric losses incurred in such transmission, if any.

Provided further that, 1) there should be no offsetting Of payment between the Buyer and Seller; 2) withholding Of disputed amounts, except for the inadvertent mistake in the amount; 3) If an invoice is not disputed within fifteen (15) Days after payment, it is deemed to be accepted, final, and binding to the Buyer and Seller.

5.3. Billing to Buyer

Within seven (7) Business Days from the end of each Billing Period commencing on Delivery Date, Seller shall deliver to Buyer the Seller Invoice setting forth the amount out of the total fee that is due from the Buyer for the preceding Billing Period following the Formulas provided in SCHEDULE 4A and SCHEDULE 4B.

Seller shall send the Seller Invoice electronically through Seller's designated e-mails.

The Parties shall make the necessary adjustments, if necessary, for the Seller Invoice covering the first and last Billing Periods.

5.4. Billing to NPC-SPUG

Following SCHEDULE 4A and SCHEDULE 4B, if Subsidy Fee is greater than Zero (0), within seven (7) Business Days from the end of each Billing Period commencing on Delivery Date, the Seller shall deliver to NPC-SPUG a Subsidy Invoice for payment Of the Subsidy Fee.

5.5. Buyer Payment

Each Seller Invoice issued to Buyer shall be due and payable, without need of demand, on or before the 25th day Of the month immediately following the relevant Billing Period (the "Due Date").

If the Due Date falls on a Saturday, Sunday, legal/regular holiday or special holiday declared by the applicable local government unit where a Party holds principal office, then payment shall be made on the immediately succeeding Business Day

All sums indicated in the Seller Invoice payable by Buyer shall be paid in full and in cleared funds in Philippine Pesos, through a bank check or bank transfer to a nominated bank of Seller. Bank charges, if any, shall be borne equally by the Buyer and the Seller.

5.6. NPC-SPUG Payment

The terms and conditions for Seller's right to receive the Subsidy fee payments, if any; from the NPC-SPIJG shall be governed by the applicable Subsidy Agreement.

Recognizing that the Subsidy Fee payments is ultimately for the benefit of the Buyer's consumers, if there is a delay in receipt of payment by the Seller of the Subsidy Fee from NPC-SPUG, the Buyer shall exhaust all reasonable remedies with the ERC, DOE, and NPC-SPUG to resume payment of the Subsidy fee. The Buyer shall also seek assistance from Local Government Units (LGUs) to facilitate the resumption of the Subsidy Fee payments by NPC-SPUG.

- **Taxes and Prompt Payment Discount**

5.7. Taxes

All present and future national, local or other lawful taxes, duties, levies, or other impositions applicable to the Seller, the Facility and the Seller's other assets shall be paid by the Seller in a timely manner. All present and future national, local or other lawful taxes, duties, levies, or other impositions applicable to Buyer arising from or in connection with its rights and obligations under this Agreement shall be paid by Buyer in a timely manner.

5.8. Prompt Payment Discount

The Seller shall extend a three (3%) discount based on the Subsidized Approved Generation Rate as prompt payment if 1) payment is made within ten (10) Days from receipt of Seller's Invoice, and 2) Buyer is up to date with all its payment obligations under this Agreement.

- **Events of Force Majeure**

6.1. In this Agreement, "Force Majeure" refers to any of the following that is beyond the reasonable control of the Party/Parties claiming force majeure which, through the exercise of due foresight and good industry practice, the Party/Parties could not have avoided, did not contribute to or participate in, and which, even by exercise of due diligence, the Party/Parties is unable to overcome, thus preventing the party from carrying out its obligations or from enjoying its rights under this Agreement due to the impossibility of delivering the goods and services, or the imminent harm that such events, in the absence of safeguards and protocols, may bring upon its employees, agents or the general public in the performance of its obligations under this Agreement.

xxx

- **Events of Default**

7.1. Each of the events described below shall constitute an Event of Default, provided that such events result to, in the case Of the Seller, an actual failure to deliver to the Buyer of the required Contract Capacity; or, in the case of Buyer, an actual failure to accept the required Contract Capacity from, or pay the Monthly Payments to, the Seller. An "Event of Default" shall mean, with respect to the relevant Party (such Party being, with respect to the Event of Default, a "Defaulting Party" and the other Party being the "Non-Defaulting Party") x x x

- **Termination as a Result of Events Other than Event of Default**

7.5.1. Nonfulfillment of Parties' Respective Conditions Precedent to Fulfill Obligations. If any Party is bound to observe any condition precedent to allow it to fulfill its obligation/s under this Agreement and fails to do so, then either Party has the option to terminate this Agreement by giving written notice of such termination to the other Party, provided that the fulfilment of such condition is not within the control of the Party seeking to give such notice, subject to the prior notification to and approval of ERC, pursuant to its rules and regulations. Upon the giving of notice of termination, this Agreement shall terminate on the date specified for termination in such notice, which date shall not be earlier than ninety (90) Days from the date of such notice, subject to the approval of the ERC.

7.5.2. Termination in Certain Events of Force Majeure. If an event of Force Majeure occurs under the circumstances and having the consequences described in Section 6, then this Agreement may be terminated, subject to prior notification to and approval by the ERC, by notice pursuant to Section 6.3 of this Agreement. The Non-Claiming Party shall notify the Claiming Party, within fifteen (15) Days of the receipt of such notice, of either: (1) its acceptance of the notice, in which case this Agreement shall terminate effective on the date of such responsive notice, subject to the prior notification and approval of the ERG, pursuant to its rules and regulations; or (2) its disagreement with the Claiming Party's expectation of

the duration of such Force Majeure event, in which case the dispute shall be resolved pursuant to Section 8.

IV. NON-APPLICABILITY OF CERTAIN DOCUMENTARY REQUIREMENT SPECIFICALLY THE RATE IMPACT

18. The PROSIELCO has **no existing power supply agreement** with National Power Corporation nor from the Power Sector Assets and Liabilities Management (PSALM).
19. Thus, PROSIELCO, being an island electric cooperative operating in an isolated grid, Retail Competition and Open Access (RCOA) is not implemented considering that there is no contestable customer and competitive retail electricity market in Siquijor.

V. ALLEGATIONS IN SUPPORT OF THE MOTION FOR CONFIDENTIAL TREATMENT OF INFORMATION

A. Confidential Treatment of Information

20. Section 1, Rule 4 of the *ERC Revised Rules of Practice and Procedure*, provides that a party to any proceeding before this Honorable Commission may request that the documents and/or information in this Honorable Commission's possession be treated as confidential and not be disclosed.
21. Thus, TPI prays that the following be accorded confidentiality –

ANNEX	Document
D	TPI Financial Model
F	Fuel Agreement

22. These documents contain information that relate to:
 - (a) Rights, interests, liabilities, and obligations of third persons that may not be directly material and relevant in this application;
 - (b) Personal sensitive information such as financial standing of individuals and corporations;
 - (c) Trade secrets and/or valuable proprietary interest and information on the business operations, commercial transactions, and pricing structures and formula;
 - (d) Information owned by persons other than PROSIELCO and TPI and any unauthorized disclosure thereof may expose applicants to liability; and
 - (e) Information covered by a non-disclosure agreement.

23. The aforementioned documents contain information and data involving TPI's power rate calculations and financial model, as well as how these are derived, which are not generally available to the public, are proprietary, privileged and confidential in nature and should be protected as trade secrets. In the case of *Air Philippines Corporation vs. Pennswell, Inc.*⁷, the Supreme Court has settled that:

A trade secret may consist of any formula, pattern, device, or compilation of information that: (1) is used in one's business; and (2) gives the employer an opportunity to obtain an advantage over competitors who do not possess the information. Generally, a trade secret is a process or device intended for continuous use in the operation of the business, for example, a machine or formula, but can be a price list or catalogue or specialized customer list. It is indubitable that trade secrets constitute proprietary rights. The inventor, discoverer, or possessor of a trade secret or similar innovation has rights therein which may be treated as property, and ordinarily an injunction will be granted to prevent the disclosure of the trade secret by one who obtained the information "in confidence" or through a "confidential relationship." American jurisprudence has utilized the following factors to determine if an information is a trade secret, to wit:

(1) the extent to which the information is known outside of the employer's business;

(2) the extent to which the information is known by employees and others involved in the business;

(3) the extent of measures taken by the employer to guard the secrecy of the information;

(4) the value of the information to the employer and to competitors;

*(5) the amount of effort or money expended by the company in developing the information;
and*

⁷ G.R. No. 172835, 13 December 2007.

(6) the extent to which the information could be easily or readily obtained through an independent source.

(emphasis supplied)

24. Similarly, in the Decision in ERC Case No. 2015-111 RC dated 30 May 2017 entitled *In the Matter of the Application for Approval of the Power Supply Agreement Between Nueva Ecija II Electric Cooperative, Inc.-Area 2 (NEECO II – Area 2) and PNOC Renewables Corporation (PNOC RC)*, this Honorable Commission specifically stated that **formulas and pricing structures of a GenCo must be treated as confidential and may not be publicly disclosed**, to wit:

*In the case of PNOC RC, the documents sought to be protected from disclosure contains formula and pricing structures used in arriving at their proposed tariff. In fact, all three (3) documents were used by the Commission in evaluating the reasonableness of the proposed rate. **In the electric power industry w(h)ere prices is[sic] a major consideration in selecting one's supplier, it is apparent that the assumptions used in arriving at one's proposed tariff is considered a competitive leverage by one player against its competitors.***

Thus, the Commission resolves to treat the said documents confidential and may not be publicly disclosed.

(emphasis supplied)

25. It is noteworthy that this Honorable Commission has recognized the importance of maintaining pricing structures as confidential to ensure the competitiveness of the generation sector. Considering the aforesaid information is within the definition of a trade secret it is crystal clear that such information merits the confidential treatment provided for under Rule 4 of the Revised ERC Rules.
26. As such, best interest of the public consumer is sufficiently protected from the moment this Honorable Commission reviews and evaluates the rates under the EPSA, without the necessity of disclosing the contents of Confidential Documents. The reasonableness and transparency of the prices of electricity is to be assured by the Honorable Commission through its own review and verification of TPI's operating costs and expenses.

27. Accordingly, one (1) copy each of the Confidential Documents is placed in a sealed envelope, with the said envelope and each page of the documents stamped with the word “*Confidential.*”
28. Therefore, Applicants respectfully submit the instant Application for the Honorable Commission’s urgent and utmost consideration.
29. Copies of the following documents are attached to this *Joint Application* as annexes and made integral parts hereof:

ANNEX	Document
A	TPI & PROSIELCO - EPSA
B	PROSIELCO - Supply and Demand Scenario
B-1	PROSIELCO - Load Curve
B-2	PROSIELCO - Alternative Demand Side Management
C	Executive Summary
D	TPI Financial Model
E	Sample Billing for SOUTH PLANT
E-1	Sample for NORTH PLANT
F	Fuel Agreement
G	Technical Specification
H	PROSIELCO Alternative Demand Side Management
I	PROSIELCO - Explanation on Non-applicability of Certain Documents
J	PROSIELCO - 5-year Historical SAIDI and SAIFI
J-1	PROSIELCO - 2025 SAIDI and SAIFI
K	PROSIELCO - Single Line Diagram
L	PROSIELCO Rate Impact
M	PROSIELCO Certificate of Franchise
M-1	PROSIELCO Articles of Incorporation
M-2	PROSIELCO By-Laws
M-3	PROSIELCO Certificate of Registration
N	TPI - Articles of Incorporation
N-1	TPI - Business Permit
O	TPI - Provisional Authority to Operate for 4.4 MW DPP
O-1	TPI - Provisional Authority to Operate for 4.5 MW DPP
O-2	TPI - Provisional Authority to Operate for 6.4 MW DPP
P	TPI - DOE COE to ERC for 4.400 MW Diesel Plant located in Candanay

P-1	TPI – DOE COE to ERC for 4.500 MW Diesel Plant located in Lazi
P-2	TPI – DOE COE to ERC for 6.400 MW Diesel Plant located in Nonoc
Q	PROSIELCO - Final Certificate of Approval to Connect
R	NEA MEMORANDUM - PROCUREMENT OF EPSA
S	DOE MEMORANDUM - PROCUREMENT OF EPSA

V. ALLEGATIONS FOR ISSUANCE OF THE PROVISIONAL AUTHORITY

30. Joint Applicants pray for the issuance of a Provisional Authority due to the emergency and extreme necessity for the supply of power to the Island of SIQUIJOR with the franchise area of PROSIELCO, which has experienced 568 power interruptions, averaging more than 31 outages per month due to the previous supplier.

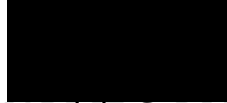
PRAYER

WHEREFORE, the Applicants PROSIELCO and TPI respectfully pray that this Honorable Commission:

- a. **ISSUE** an *Order*:
 - i. Granting the Applicants’ Motion for confidential treatment of Annexes “D”, “G”, “G-1” and all the information contained therein;
 - ii. Continuous protection of said information from public disclosure by maintaining the same separate and apart from the records of the case; and
 - iii. Direct non-disclosure thereof to persons other than the officers and staff of the Honorable Commission pursuant to Rule 4 of its Rules of Practice and Procedure;
- b. **ISSUE** a *Decision* granting the Joint Application and **approving** with finality the Emergency Power Supply Agreement between PROSIELCO and TPI and the terms and conditions therein;and
- c. **GRANT** applicants other equitable relief.

Muntinlupa City and Cebu City for Pasig City, 11 November 2025.

For Total Power, Inc.,



MARDYE G. DIAZ

PTR No. 5708126, January 02, 2025, Mandaluyong City
IBP No. 493419, January 02, 2025, RSM
Roll of Attorneys No. 81473
MCLE Compliance No. VIII-0001598
Email address: mgdiaz.legal@gmail.com

For Province of Siquijor Electric Cooperative, Inc,

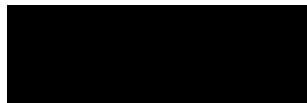
A.C. GAVIOLA LAW OFFICE

Rm. 203, 2/F Crown Port View Hotel
3rd Ave., North Reclamation Area, Cebu City
acgaviola_lawoffice@gaviolalaw.com

BY:

ALAN C. GAVIOLA

PTR No. 927015; Province of Cebu; Feb. 17, 2022
IBP OR (To follow); Cebu City; Feb. 17, 2022
Roll No. 30385
MCLE Compliance III, 0019612; Dec. 14, 2010



ALAN BYRNE S. GAVIOLA

PTR No. 22754235; Cebu City; Jan. 07, 2025
IBP No. 500942; Cebu City; Jan. 07, 2025
Roll No. 62695
MCLE Compliance VIII – 0040042; Apr. 14, 2028

**VERIFICATION &
CERTIFICATION OF NON-FORUM SHOPPING**

I, **JUANITO C. TAN JR.**, Filipino, of legal age, with office address at 2/F T.S Hamoy Building, National Highway, Brgy. Turno, Dipolog City, Zamboanga Del Norte, hereby state under oath that I am the authorized representative of TOTALPOWER INC., the applicant in this Application before the Energy Regulatory Commission (ERC), entitled "*In the Matter of the Application for the Approval of Emergency Power Supply Agreement Between Province of Siquijor Electric Cooperative Company. ("PROSIELCO") and TOTALPOWER INC. Applicants.*" Attached is a copy of the Secretary's Certificate attesting to my authority.

1. By virtue of such authority, I attest that I caused the preparation of the said Joint Application; read and understood its contents; and further attest that the allegations contained therein are true and correct based on my personal knowledge and on authentic records.
2. The Joint Application is filed in compliance with the directive of the Energy Regulatory Commission, and is not filed to harass, cause unnecessary delay, or needlessly increase the cost of litigation.
3. The factual allegations therein have evidentiary support or will likewise have evidentiary support after a reasonable opportunity for discovery.
4. I affirm the truthfulness of the statements contained in the Application and its supporting documents.

I have not commented any other action or filed any claim involving the same facts in any court, tribunal, or quasi-judicial agency, and to the best of my knowledge, no such other action or claim is pending. If I should hereafter learn that the same or similar action or claim has been filed or is pending, I shall report such fact within five (5) days from knowledge thereof to the Energy Regulatory Commission.

18 NOV 2025

IN WITNESS WHEREOF, I affix my signature this ___ day of _____ 2025, in MUNTINLUPA CITY, before a Notary Public, avowing to the whole truth of the contents of this document, under the penalty of law.


JUANITO C. TAN JR.

Affiant

VERIFICATION and
CERTIFICATION AGAINST FORUM SHOPPING

I, **GLENN V. GALVAN**, Filipino, of legal age, with office address at PROSIELCO, Nonoc, Larena, Siquijor, Philippines, after being sworn in accordance with law, hereby depose and say, that:

I am the General Manager duly authorized by the Board of Directors to file the foregoing Joint Application;

I caused the preparation of the foregoing Joint Application. I have read and understood the foregoing Joint Application, the allegations of which are true and correct based on my own personal knowledge and/or on authentic records;

The Joint Application is not filed to harass, cause unnecessary delay, or needlessly increase the cost of litigation;

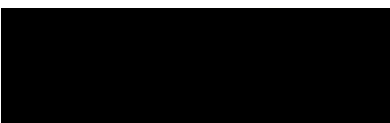
The factual allegations in the Joint Application have evidentiary support, or if specifically so identified, will likewise have evidentiary support;

That PROSIELCO has not commenced any action or proceedings involving the same issues before the Supreme Court, Court of Appeals, or any other tribunal or agency; that to the best of our knowledge, no such action or proceeding is pending in the Supreme Court, Court of Appeals, or any other tribunal agency; that should hereafter we learn that a similar action or proceedings has been filed or is pending before the Supreme Court, Court of Appeals, or any other Tribunal or agency, we shall undertake to report to the Honorable Commission of said fact within five (5) days from knowledge therefrom; and

IN WITNESS WHEREOF, I have hereunto affixed my signature this **17th day of November 2025** at PROSIELCO Office, Nonoc, Larena, Siquijor, Philippines.


GLENN V. GALVAN
Affiant

SUBSCRIBED AND SWORN to before me this ___ day of **17 NOV 2025** at Siquijor, Siquijor, Philippines. Affiant, for purposes of identification, exhibited to me her _____, issued on _____ and expiring on _____, 2029, issued by DFA-Manila.


ATTY. FRANCES IRMYNE P. IMBONG
NOTARY PUBLIC FOR THE PROVINCE OF SIQUIJOR
-05

Doc. No. 1004;
Page No. 104;
Book No. 2;
Series of 2025.

SECRETARY'S CERTIFICATE

I, **EARL MIGUEL N. RAMIREZ**, of legal age, Filipino with office address at U201 Alabang Business Tower, 1216 Acacia Avenue, Madrigal Business Park, Ayala Alabang, Muntinlupa City, Philippines, after being duly sworn in accordance with law, hereby depose and state that:

1. I am the duly elected and qualified Corporate Secretary of **TOTALPOWER INC.** (the "Corporation"), a corporation duly organized and existing under and by virtue of the Republic of the Philippines, with principal office at 2/F T.S Hamoy Building, National Highway, Brgy. Turno, Dipolog City, Zamboanga Del Norte;
2. I hereby certify that based on the minutes of the Meeting of the Corporation's Board of Directors held on September 10, 2024, during which a quorum was present, the following resolution was passed and adopted, to wit:

"RESOLVED, as it is hereby resolved, that Atty. Mardie Diaz ("Atty. Diaz"), be authorized by the Corporation as its legal counsel, representative and official signatory in filing the Corporation's joint application for approval of the Emergency Power Supply Agreement ("EPSA") by and between the Corporation and Province Of Siquijor Electric Cooperative Company ("PROSIELCO") with the Energy Regulatory Commission; and

RESOLVED FINALLY, as it is hereby finally resolved, that relative to Atty. Diaz's authority, the latter shall do any and all things necessary or appropriate in connection with the foregoing and/or furtherance thereof, including but not limited to represent the Corporation in all hearings, settings, dealings or transactions relating to the joint application for approval of the EPSA."

3. I hereby certify that the above resolution is still valid, effective and subsisting.

IN WITNESS WHEREOF, I have hereunto set my hand this 16 day of OCT 2025, at MUNTINLUPA CITY City, Philippines.

EARL MIGUEL N. RAMIREZ
Corporate Secretary

SUBSCRIBED AND SWORN before me this 16, affiant personally known to me and having exhibited to me his Passport, as competent evidence of his identification, bearing his photograph and signature

Doc. No. 434 ;
Page No. 88 ;
Book No. XXXIII ;
Series of 2024 .

ATTY. MICHAEL KENNETH S. ASBAN
Notary
Notarial Commission No. 13 until December 31, 2025
Unit 302 Sycamore Prime
Jang-Zapote Rd., Muntinlupa City
IBP Official Register No. 11594; January 1, 2025
PTR No. MCF4763
MCLE
Roll No. VIII-0027440
Series No. 71718

SECRETARY'S CERTIFICATE

I, **EARL MIGUEL N. RAMIREZ**, of legal age, Filipino with office address at 2/F T.S Hamoy Building, National Highway, Brgy. Turno, Dipolog City, Zamboanga Del Norte, Philippines, after being duly sworn in accordance with law, hereby depose and state that:

1. I am the duly elected and qualified Corporate Secretary of **TOTALPOWER INC.** (the "Corporation"), a corporation duly organized and existing under and by virtue of the Republic of the Philippines, with principal office at 2/F T.S Hamoy Building, National Highway, Brgy. Turno, Dipolog City, Zamboanga Del Norte;
2. I hereby certify that based on the minutes of the Meeting of the Corporation's Board of Directors held on September 10, 2025, during which a quorum was present, the following resolution was passed and adopted, to wit:

"RESOLVED, as it is hereby resolved, that **JUANITO C. TAN, JR.** ("Mr. Tan") authorized by the Corporation, to be its authorized representative and official signatory in relation to the execution of Emergency Power Supply Agreement ("EPSA") by and between the Corporation and the Province of Siquijor Electric Cooperative Company ("PROSIELCO");

RESOLVED FURTHER, as it is further resolved, that the authority given to Mr. Tan as representative and authorized signatory of the Corporation in the aforesaid Agreement, includes any and all acts pertaining to the joint application for approval of the with the Energy Regulatory Commission ("ERC"), including but not limited to signing of Verification and Certification against Forum Shopping or other legal documents, which are deemed necessary to the application with the ERC; and

RESOLVED FINALLY, as it is hereby finally resolved, that relative to Mr. Tan's authority, the latter shall do any and all things necessary or appropriate in connection with the foregoing and/or furtherance thereof, including but not limited to process, submission and/or requesting of any documents to or from ERC in relation to the joint application for approval of the EPSA."

3. I hereby certify that the above resolution is still valid, effective and subsisting.

IN WITNESS WHEREOF, I have hereunto set my hand this 16 day of OCT 16 2025 2025, at MUNTINLUPA CITY City, Philippines.

EARL MIGUEL N. RAMIREZ
Corporate Secretary

OCT 16 2025

SUBSCRIBED AND SWORN before me this _____, affiant personally known to me and having exhibited to me his Passport, as competent evidence of his identification, bearing his photograph and signature.



Doc. No. 437 ;
Page No. 88 ;
Book No. XXXII ;
Series of 2025.

ATTY. MICHAEL KENNETH S. ASBAN
Notarial Commission No. 24-013 until December 31, 2025
Office Address: 302 Sycamore, Alabang-Zapote Rd., Muntinlupa City
PTR No. MCI 491594; January 1, 2025
January 2, 2025; Muntinlupa City
Professional Regulation Commission License VIII-0027440
Bar No. 71718



PROVINCE OF SIQUIJOR ELECTRIC COOPERATIVE, INC.
(P R O S I E L C O)
Nonoc, Larena, Siquijor

EXCERPTS FROM THE MINUTES OF THE REGULAR BOARD MEETING ON SEPTEMBER 11, 2025, 1:30
IN THE AFTERNOON AT THE PROSIELCO OFFICE, NONOC, LARENA, SIQUIJOR

Present:

<i>Mr. Noel T. Cordova</i>	---	<i>President</i>
<i>Engr. Emilio J. Manginsay</i>	---	<i>Vice-President</i>
<i>Mrs. Fredeswinda A. Bulabog</i>	---	<i>Secretary</i>
<i>Mrs. Flomercille P. Tejano</i>	---	<i>Treasurer</i>
<i>Mr. Joan T. Baroro</i>	---	<i>P R O</i>
<i>Mr. Robert T. Kilat</i>	---	<i>P R O</i>
<i>Mr. Virgilio C. Fortich, Jr.</i>	---	<i>NEA Project Supervisor (Virtual via Zoom)</i>
<i>Mrs. Glenn V. Galvan</i>	---	<i>General Manager/Ex-Officio Member</i>

Resolution No. 92
Series of 2025

A RESOLUTION APPROVING AND AUTHORIZING THE FILING OF A JOINT APPLICATION WITH THE ENERGY REGULATORY COMMISSION FOR THE APPROVAL OF THE EMERGENCY POWER SUPPLY AGREEMENT BY AND BETWEEN THE PROVINCE OF SIQUIJOR ELECTRIC COOPERATIVE, INC. (PROSIELCO) AND TOTAL POWER, INC. (TPI); AUTHORIZING THE GENERAL MANAGER, GLENN V. GALVAN, TO FILE THE JOINT APPLICATION AND SIGN THE VERIFICATION AND CERTIFICATION OF NON-FORUM SHOPPING PORTION OF THE APPLICATION; AND ENGAGING THE A.C. GAVIOLA LAW OFFICE/ATTY. ALAN BYRNE S. GAVIOLA AS LEGAL COUNSEL OF THE COOPERATIVE

WHEREAS, on August 20, 2025, the Province of Siquijor Electric Cooperative, Inc. (PROSIELCO) entered into an Emergency Power Supply Agreement (EPSA) with Total Power, Inc., pursuant to the directives of the Department of Energy (DOE) and the National Electrification Administration (NEA), both dated 18 August 2025, in response to the deficiency in power supply due to the failure of S.I. Power Corporation (SIPCOR) to deliver its contracted capacity;

WHEREAS, in accordance with applicable rules and regulations of the Energy Regulatory Commission (ERC), the said EPSA is required to be submitted for approval by the ERC;

WHEREAS, the Board of Directors of PROSIELCO acknowledges the necessity of engaging a legal counsel to ensure regulatory compliance, protect the interests of the Cooperative, and effectively pursue the said application before the ERC, and hereby commits to pay the necessary legal fees, charges, and related expenses in connection therewith;

Deliberated and considered;

NOW, THEREFORE, BE IT RESOLVED, as it is hereby RESOLVED:

1. To authorize the filing of a Joint Application with the Energy Regulatory Commission (ERC) for the approval of the Emergency Power Supply Agreement between Province of Siquijor Electric Cooperative, Inc. (PROSIELCO) and Total Power, Inc. (TPI);

2. To authorize the General Manager, **GLENN V. GALVAN**, as she is hereby authorized, to file or cause the filing of the Joint Application and to sign the Verification and Non-Forum shopping portion of the Application and all other documents pertinent to the said Application;
3. To engage the **A.C. GAVIOLA LAW OFFICE/ ATTY. ALAN BYRNE S. GAVIOLA** as legal counsel of the Cooperative, or its/their duly authorized associate/s to represent the Cooperative in the said Application, during the Pre-trial conference, and other proceedings/public hearing that may be conducted by the ERC pertinent to the aforesaid Application.

RESOLVED FINALLY, that copies of this Resolution be furnished to the ERC for information and appropriate action and to the DOE and NEA for their information.

UNANIMOUSLY APPROVED.

I hereby certify to the correctness of the foregoing resolution.


FREDESWINDA A. BULABOG
Board Secretary

Attested by:


NOEL T. CORDOVA
Board President

Approved:


VIRGILIO C. FORTICH, JR.
NEA Project Supervisor