



LEYTE V ELECTRIC COOPERATIVE, INC.

Brgy. San Pablo, Ormoc City, Leyte
Telephone Nos.: PLDT: (053) 839-3920 to 3921 / Globe: (053) 561-4466
Cellular Phone Nos. Calls Only: Smart: 0998-964-3804; Globe: 0917-836-3895
Website: www.leyeco-v.com.ph eMail Address: info@leyeco-v.com.ph

Item No.: 04



25 2025 JUN

Reference No. 2025-06-564

June 10, 2025

Sangguniang Panlalawigan
Province of Leyte
RECEIVED
Date: JUN 18 2025
By: J. Ann J. Dayandayan

HON. LEONARDO M. JAVIER

Office of the Sangguniang Panlalawigan Leyte
Leyte Provincial Government Complex
West Bypass Road, Brgy. Guindapunan
Palo, Leyte

Subject: Request for Certification of Receipt of Joint Application

Dear Honorable Vice-Governor Javier:

Greetings from LEYECO V!

In compliance with the Revised Rules of Practice and Procedure of the Energy Regulation Commission, we are furnishing you a copy of LEYTE V ELECTRIC COOPERATIVE, INC. ("LEYECO V") and SOUTHWEST LUZON POWER GENERATION ("SLPGC")'s Joint Application entitled "In the Matter of the Application for the Approval of the Emergency Power Supply Agreement ("EPSA") Between Southwest Luzon Power Generation Corporation (SLPGC) and Leyte V Electric Cooperative, Inc. (LEYECO V) with Motion for Confidential Treatment of Information" (the "Application"), with annexes and attachments (except for annexes subject of a motion for confidential treatment of information) to be filed by LEYECO V to the Energy Regulatory Commission ("ERC"). Due to voluminous annexes and attachments, we are transmitting scanned copies of the same through a USB Flash drive.

In connection thereto, we respectfully request your good office to issue three (3) original copies of a Certification attesting that the Office of the Sangguniang Panlalawigan of Leyte was duly served a copy of the said Joint Application together with its annexes and accompanying documents. In compliance with the Revised Rules of Practice Procedure of the ERC, the certification should be issued by the Sangguniang Panlalawigan of Leyte or his duly representative bearing the dry seal.

We have attached a draft Certification hereto for your reference.

For your concerns and/or clarifications relative this matter, your office may contact **Jiel Barabad, Acting Assistant Trader** at Tel. Nos. (053) 839-3920 to 3921 Local 219 or at his mobile no. 09464935010.

Thank you and best regards.

Very truly yours,

fr:

ATTY. JANNIE ANN J. DAYANDAYAN, CPA
General Manager

mfr / jpb / npvc / mfg

Executive Secretary: 206 InfoTech & Comm. Services: 216-218, 509 Institutional Services Dept.: 401 Public Relations: 214 Clinic: 209 Membership Division Chief: 403 Membership: 404 Housewiring: 407 Customer Welfare Desk: 200-205 Motorpool: 406 ODM: 409 Human Resources: 402, 210 GSD Chief: 408 Warehouse: 405 Corporate Planning & Energy Trading Dept.: 219, 221, 223	Technical Services Dept.: 801,802 Engineering: 803 Line Construction: 804 Internal Audit Dept.: 701 Auditors: 702 Finance Services Dept.: 501 Cashiering: 502 Collection: 503-504 Accounting: 505 Consumer Accts: 506 Meter Reading & Billing: 507, 508 & 510
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Republic of the Philippines
ENERGY REGULATORY COMMISSION
Exquadra Tower, 1 Jade Drive, Ortigas Center
Brgy. San Antonio, Pasig City

Sangguniang Panlalawigan
Province of Leyte
RECEIVED

Date: JUN 18 2025
By: Jenny W.

**IN THE MATTER OF THE
APPLICATION FOR THE
APPROVAL OF THE
EMERGENCY POWER
SUPPLY AGREEMENT
(EPSA) BETWEEN
SOUTHWEST LUZON
POWER GENERATION
CORPORATION (SLPGC)
AND LEYTE V ELECTRIC
COOPERATIVE, INC.
(LEYECO V) WITH MOTION
FOR CONFIDENTIAL
TREATMENT OF
INFORMATION**

ERC CASE NO. _____ RC

**SOUTHWEST LUZON
POWER GENERATION
CORPORATION (SLPGC)
AND LEYTE V ELECTRIC
COOPERATIVE, INC.
(LEYECO V)**

Applicants

**JOINT APPLICATION WITH MOTION FOR CONFIDENTIAL
TREATMENT OF INFORMATION**

Applicants, **SOUTHWEST LUZON POWER
GENERATION CORPORATION (“SLPGC”)** and **LEYTE V
ELECTRIC COOPERATIVE, INC. (“LEYECO V”)**, by
undersigned counsel, respectfully state:

I. THE APPLICANTS

1. Applicant SLPGC is a corporation organized and existing under the laws of the Philippines, with its principal office at Brgy. San Rafael, City of Calaca, Batangas, Philippines. It may be served with notices and other processes of this Honorable Commission through its counsel at the address indicated herein.

2. Applicant LEYECO V is a Philippine non-stock, non-profit electric cooperative, duly organized and existing by virtue of the laws of the Philippines, with principal office address at Brgy. San Pablo, Ormoc City, Leyte. It may be served with notices and other processes of this Honorable Commission through its counsel at the address indicated herein.

II. COMPLIANCE WITH PRE-FILING REQUIREMENTS

3. In compliance with Rule 3, Section 4 (e) of the Implementing Rules and Regulations of the Electric Power Industry Reform Act of 2001 (“EPIRA”) and Rule 6 of the Energy Regulatory Commission’s (“ERC”) Revised Rules of Practice and Procedure (“Revised RPP”), Applicants have furnished the Offices of the City Mayor and Municipal Mayor and *Sangguniang Bayan* and *Sangguniang Panlungsod* as well as the Offices of the Governor and *Sangguniang Panlalawigan* where they respectively principally operate, with copies of the instant Application and its accompanying documents.

Certifications from the following offices are attached hereto as follows:

Certifications	Annex
Office of the City Mayor of Calaca	[*]
Office of the <i>Sangguniang Panlungsod</i> of Calaca	[*]
Office of the Governor of Batangas	[*]
Office of the <i>Sangguniang Panlalawigan</i> of Batangas	[*]
Office of the City Mayor of Ormoc	[*]
Office of the <i>Sangguniang Panlungsod</i> of Ormoc	[*]
Office of the Governor of Leyte	[*]
Office of the <i>Sangguniang Panlalawigan</i> of Leyte	[*]

4. Furthermore, Applicants have caused the publication of the present Application in a newspaper of general circulation in LEYECO V’s franchise area.

The Affidavit of Publication and the newspaper issue containing the published Application will be attached hereto as follows:

Document	Annex
Affidavit of Publication	[*]
Copy of Newspaper	[*]

III. STATEMENT OF FACTS

5. On 3 March 2019, the Supreme Court promulgated its Decision in *Alyansa Para sa Bagong Pilipinas, Inc. v. Energy Regulatory Commission* (“**Alyansa Case**”)¹ requiring all applications for approval of the PSAs filed on or after 30 June 2015 to comply with the CSP requirement provided under the Department of Energy’s (“**DOE**”) Department Circular No. DC2023-06-0021, entitled “*Prescribing the Policy for the Mandatory Conduct of the Compleitive Selection Process by the Distribution Utilities for the Procurement of Power Supply for their Captive Market*” (“**DOE 2023 CSP Circular**”).

6. As a result of the Supreme Court’s ruling in the Alyansa Case, the Power Supply Agreement previously entered into by LEYECO V and GNPower Dinginin, Ltd. Co. (“**GNPD**”) subject of ERC Case No. 2016-057 RC on 16 December 2015 (“**GNPD PSA**”) was terminated as a result of the ERC’s implementation of the CSP mandate in the *Alyansa Case*.

7. Constrained to meet the demand without the GNPD PSA, LEYECO V entered into an 11 MW and 20 MW Emergency Power Supply Agreements (“**EPSAs**”) with FDC Misamis Power Corporation (“**FDC-MPC**”) (“**FDC-MPC EPSA**”) and GN Power Dinginin Ltd. Co. (“**GNPD**”) (“**GNPD EPSA**”), effective from 22 September 2023 to 21 September 2024 and from 22 September 2023 to 21 September 2024, respectively, under ERC Case No. 2024-049 RC and ERC Case No. 2024-054 RC.

8. During the terms of the FDC-MPC EPSA and GNPD EPSA, and to finally secure long-term power supply in their respective franchise areas, LEYECO V, together with nine (9) other member Electric Cooperatives (“**ECs**”), entered into a Memorandum of Agreement (“**MOA**”) to aggregate their baseload power requirements and participate in the Region 8 Joint Competitive Power Supply Procurement (“**R8 JCPSP**”) for the period of 2024 to 2033.

9. Thus, on 10 November 2023, the R8 JCPSP was conducted in accordance with the DOE 2023 CSP Circular, ERC Resolution No. 16, Series of 2023, entitled, “*Implementing Guidelines for the Procurement, Execution, and Evaluation of Power Supply Agreements Entered into by Distribution Utilities for the Supply of Electricity to their Captive Market*” (“**ERC CSP Guidelines**”), and National Electrification Administration’s (“**NEA**”) Memorandum no. 2023-57 entitled, “*Adoption of the NEA Competitive Selection Process*”

¹ G.R. No. 227670, 3 May 2019.

Guidelines Implementing the DOE's Department Circular No. DC2023-06-0021 and the Energy Regulatory Commission' Resolution No. 16, S. 2023".

10. However, based on the timeline outlined in the DOE 2023 CSP Circular, the R8 JCPSP process may extend beyond the expiration date of the current GNPD EPSA. The Power Supply Agreements² (“PSAs”) resulting from the R8 JCPSP were only signed on 13 September 2024.

11. Given the pendency of the foregoing PSAs, and in anticipation of a potential energy supply shortage, LEYECO V acknowledged the urgent need to contract immediate and reliable supply of energy to continue serving its Members-Consumers-Owners (“MCOs”) in its franchise area. As such, LEYECO V sought guidance from the ERC regarding the expiration of its FDC-MPC EPSA and GNPD EPSA and sought the DOE³ and ERC’s⁴ confirmation that LEYECO V may enter into negotiated procurement of emergency power supply pursuant to the DOE 2023 CSP Circular and ERC CSP Guidelines.

12. Thus, in a letter dated 16 September 2024, the ERC advised LEYECO V to file the necessary application in compliance with the DOE 2023 CSP Circular and ERC CSP Guidelines, and to substantiate or demonstrate the existence of an emergency situation.⁵

13. Thereafter, LEYECO V submitted proposal requests to SLPGC and Sem-Calaca Power Corporation for a 25 MW EPSA to cover the interim period until the ERC issues a PA/IR or final approval of the R8 JCPSP PSAs.⁶

14. On 18 October 2024, SLPGC submitted a proposal through an Offer Sheet for Emergency Power Supply of 25MW baseload power requirement of LEYECO V.

15. On 30 October 2024, LEYECO V accepted SLPGC’s proposal and proceeded to negotiate the EPSA with SLPGC for 15 MW only.⁷

² Power Supply Agreement with Therma Luzon Inc., Sual Power Inc., and KEPCO SPC Power Corporation.

³ A copy of LEYECO V’s Letter to DOE dated 6 September 2024 is hereto attached as Annex 09 and made an integral part hereof.

⁴ A copy of LEYECO V’s Letter to the ERC dated 6 September 2024 is hereto attached as Annex 09A and is made an integral part hereof.

⁵ A copy of ERC’s Reply Letter dated 16 September 2024 is hereto attached as Annex 09B and is made an integral part hereof.

⁶ Copies of LEYECO V’s Proposal Request Letter to SLPGC and Sem-Calaca Power Corporation dated 14 October 2024 are attached as Annexes 10 and 10A and are made integral parts hereof.

⁷ A copy of LEYECO V’s Proposal Acceptance Letter to SLPGC dated 30 October 2024 is attached as Annex 10B and made an integral part hereof.

16. On 29 November 2024, Atty. Jannie Ann J. Dayandayan, CPA, the General Manager of LEYECO V, executed an affidavit attesting to the existence of the continuing force majeure or fortuitous event due to the pending approval of its PSAs, which compelled LEYECO V to conduct negotiated procurement of emergency power supply.⁸

17. On 13 November 2024, LEYECO V issued a Notice of Award (“NOA”) to SLPGC, which was accepted by SLPGC.⁹

18. Hence, on 15 November 2024, LEYECO V executed an EPSA with SLPGC (“**SLPGC EPSA**”). The agreement is effective for a period of one (1) year starting 26 November 2024, with the delivery period subject to earlier termination upon the issuance of ERC Orders or Decisions approving the R8 JCPSP PSA (the “**Supply Period**”).

19. Thus, this instant Joint Application for the approval of the SLPGC EPSA between the Applicants.

IV. SALIENT FEATURES OF THE SLPGC-LEYECO V EPSA

20. The duly executed EPSA contains the following salient provisions:

xxx

Supply of Electricity¹⁰

SELLER shall make available to the BUYER during the Contract Period the Contracted Capacity and its Contracted Energy, as provided in **Schedule 3**, and in accordance with the terms of this Agreement. The Parties agree that SELLER shall have no obligation to supply more than the Contracted Capacity, except as otherwise provided in this Agreement.

The SELLER shall make available the Contracted Capacity from its nominated Plant without prejudice to its right to source energy from the WESM, or its successor wholesale market, or any other sources. If the Contracted Capacity is sourced, in whole or in part by the SELLER from the WESM or any other sources pursuant to this paragraph, it shall have the same effect as though energy is made available from the Plant to the Delivery Point.

⁸ Copies of Atty. Dayandayan’s Affidavit of Fortuitous Event dated 29 November 2024 and Write-Up on the Non-Applicability of Certification on Occurrence of Force Majeure/Fortuitous Event dated are attached as Annexes 11 and 11A are made integral parts hereof .

⁹ A copy of LEYECO V’s NOA to SLPGC dated 13 November 2024 is attached as Annex 12 and made an integral part hereof.

¹⁰ Section 4.1., EPSA.

xxx

Contract Period¹¹

Effectivity period: from Effective Date up to last day of the Delivery Date.

Delivery period: The delivery period shall commence on the date agreed upon by both parties, but not later than December 26, 2024, and shall continue for a maximum period of one (1) year. However, the delivery period may be earlier terminated upon the issuance of ERC orders or resolutions, approving all filed Power Supply Agreements under CSP with Region 8, provided that the BUYER gives the SELLER a thirty (30) days' written notice for such purpose.

xxx

Delivery Date and Effective Date¹²

"Delivery Date" means the date on which the supply of contract capacity of 15MW to LEYTE V ELECTRIC COOPERATIVE, INCORPORATED shall take effect.

"Effective Date" means the date on which this Agreement is duly executed by the Parties and upon which their obligations shall commence.

xxx

Contracted Energy and Delivered Energy

SELLER shall bill the BUYER the equivalent energy supplied, for each Billing Month in accordance with the Electricity Fees in Schedule 5.¹³

"Contracted Energy" means the energy offtake, equivalent to 100% energy (kWh) equivalent of the Contracted Capacity for any Billing Month, as provided in Schedule 3, subject to adjustment due to actual number of Force Majeure, if applicable.¹⁴

"Delivered Energy" the total Energy (kWh) declared to WESM by the SELLER intended for the BUYER for the relevant billing month, subject to adjustment due to Force Majeure, if applicable.¹⁵

xxx

Electricity Fees¹⁶

¹¹ See Schedule 4, EPSA.

¹² See Schedule 1, EPSA.

¹³ Section 4.3., EPSA.

¹⁴ See Schedule 1, EPSA.

¹⁵ See Schedule 1, EPSA.

¹⁶ Section 6.1., EPSA.

In respect of each Billing Month within the Contract Period, BUYER shall pay Electricity Fees to SELLER in accordance with **Schedule 5**.

The BUYER shall not be made to pay for electricity fees pertaining to capacity that it can no longer accept due to (i) circumstances mentioned under Article 5 of this Agreement; or (ii) capacity that SELLER for some reason is unable to deliver.

xxx

Reduction in Contracted Capacity¹⁷

BUYER shall be entitled to a reduction in the Contracted Capacity, by reason of the following:

- a. The lowering of the threshold of contestability in relation to the implementation of Retail Competition and Open Access (RCOA);
- b. The Green Energy Option Program or relevant Renewable Energy Law;
- c. The Net Metering Program;
- d. Other relevant laws issued by the Philippine Government; or
- e. ERC approval or issuance of provisional authority of interim relief of LEYECO V PSAs

In the case of item a) above, the reduction shall be in accordance with Article 5.2 below. In the case of items b), c), and d), the reduction shall be proportionate with all of the then current power suppliers of the BUYER and equivalent to the reduction of the demand of the BUYER. In these instances, the reduction shall be effective sixty (60) days upon receipt of a written notification by the BUYER to the SELLER.

In the case of item e), the reduction shall be proportionate to this EPSA's capacity share over the total EPSA capacity. The reduction for item e) shall be effective thirty (30) days upon receipt of a written notification from the BUYER to the SELLER

Reduction in Contracted Capacity due to Retail Competition and Open Access (RCOA)¹⁸

5.2.1 In the event that the reduction in Contracted Capacity was a result of the transfer or migration of any of the BUYER's existing captive customers and the procurement by such customer of electricity from the SELLER or any subsidiary of the SELLER, the volume of the Contracted Capacity to be reduced shall be the average electricity consumption (in MW) of such customer for the last twelve (12) months.

5.2.2 In the event that the reduction in Contracted Capacity was a result of the transfer or migration of any of the BUYER's existing captive customers and the procurement by such customer of electricity from any of the BUYER's Affiliates, or the BUYER's or its Affiliate retail electricity supplier, or the BUYER's existing power suppliers (or their Affiliates) at that time (other than the SELLER or any of its

¹⁷ Section 5.1., EPSA.

¹⁸ Section 5.2., EPSA.

Affiliates), there shall be no reduction of the BUYER's Contracted Capacity under this Agreement.

5.2.3 In the event that the reduction in Contracted Capacity was a result of the transfer or migration of any of the BUYER's existing captive customers and the procurement by such customer of electricity from any supplier or generator (or Affiliate thereof) with whom the BUYER has no contract and/or agreement for supply of electricity, any reduction in the Contracted Capacity hereunder shall be the average electricity consumption (in MW) of such customer for the last twelve (12) months pro-rated among all of the BUYER's existing power suppliers based on contract levels.

xxx

21. In light of the foregoing, the Applicants respectfully seek the confirmation and approval of the Honorable Commission of its EPSA.

22. In support of the instant Joint Application, the Applicants hereto provide the following documents:

DESCRIPTION OF DOCUMENT	ANNEX
SLPGC and LEYECO V EPSA dated 15 and 22 November 2024	01
LEYECO V's Supply and Demand Scenario	02
Executive Summary of the EPSA	03
Generation Rate and Derivation*	04A
Financial Model*	04A
Rate Impact Analysis	04D-02
Sworn Statement on Fuel Supply Plan*	05
Contract for Supply and Purchase of Steam Coal*	05A
SLPGC Power Plant Description	05B
Bank Certifications*	07
SLPGC Explanation Letter on Inapplicable Documents	08
LEYECO V's Letter to DOE dated 6 September 2024	09
LEYECO V's Letter to the ERC dated 6 September 2024	09A
ERC's Reply Letter dated 16 September 2024	09B
LEYECO V's Proposal Request Letter to SLPGC dated 14 October 2024	10
LEYECO V's Proposal Request Letter to Sem-Calaca Power Corporation dated 14 October 2024	10A
LEYECO V's Proposal Acceptance Letter to SLPGC dated 30 October 2024	10B
LEYECO V's Affidavit of Fortuitous Event dated 29 November 2024	11

LEYECO V's Write-up on the Non-Applicability of Certification on the Occurrence of Force Majeure/Fortuitous Event	11A
LEYECO V's Notice of Award ("NOA") to SLGPC dated 13 November 2024	12

**Subject of the Motion for Confidential Treatment of Information*

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

23. Section 1, Rule 4 of the ERC Revised Rules of Practice and Procedure provides that a party to a proceeding before the Honorable Commission may move for information to be treated as confidential.

24. Pursuant thereto, the Applicants pray that the information contained in the documents attached as annexes be treated as confidential and that the same be continuously protected from public disclosure, except to the officers and staff of the Honorable Commission, as follows:

DOCUMENTS	ANNEX
Generation Rate and Derivation	04A
Financial Model	04B
Sample Bill	04D
Sworn Statement on Fuel Supply Plan	05
Contract for Supply and Purchase of Steam Coal	05A
Bank Certifications	07

25. Annexes "04A", "04B", "04D", "05", "05A", and "07" contain information and data where SLPGC has actual and valuable proprietary interest to protect with respect to such information and fall within the bounds of "trade secrets" that are entitled to protection under the Constitution, statutes, and rules and regulations of this Honorable Commission.

25.1. The foregoing annexes contain non-public proprietary information and data involving SLPGC's generation rate calculations, financial model, and cash flow. SLPGC determines its competitive rates through these data; thus, the information contained in these documents are privileged and confidential in nature.

25.2. Likewise, the details of SLPGC's fuel and lube procurement process and SLPGC's Plant performance test result contain information pertaining to the core of SLPGC's business operations and any disclosure thereof will affect SLPGC's competitiveness in the industry. As such, the information

contained in these documents are likewise privileged and confidential in nature.

25.3. More importantly, SLPGC's competitors, should they obtain the information Annexes "D", "E", "F", "G", and "J" will gain undue advantage thereon and have the opportunity to use the same in their operations. The negotiating power of SLPGC with parties it plans to contract with or who it is currently doing business with, will clearly be thwarted if it is compelled to disclose such information.

26. Annexes "04A", "04B", "04D" "05", "05A", and "07" contain information and data on the rates of SLPGC, and such rate offers may be considered as business or trade secrets of these generation companies. Furthermore, the information and data in the aforementioned annexes are not generally available to the public.

27. In the case of the *Air Philippines Corporation v. Pennswell¹⁹, Inc.*, the Supreme Court explained that:

"A trade secret is defined as a plan or process, tool, mechanism or compound known only to its owner and those of his employees to whom it is necessary to confide it. The definition also extends to a secret formula or process not patented but known only to certain individuals using it in compounding some article of trade having a commercial value. 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." (*Emphasis supplied.*)

28. Moreover, the Honorable Commission categorically acknowledged in its Decision in ERC Case No. 2015-111 RC²⁰ that formulas and pricing structures of a generation company must be accorded confidential protection, to wit:

¹⁹ G.R. No. 172835 (2007).

²⁰ ERC Decision 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)" - ERC Case No. 2015-111 RC.

“In the case of PNOG RC, the documents sought to be protected from disclosure contain 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*).

29. The interest of the consuming public is sufficiently protected by the review and evaluation of the rates under the EPSA by the Honorable Commission, without the need to disclose the contents of Annexes “04A”, “04B”, “04D” “05”, “05A”, and “07”. The reasonableness and transparency of the prices of electricity is to be assured by the Honorable Commission through its own review and verification of the foregoing confidential documents.

30. Accordingly, one (1) copy each of Annexes “04A”, “04B”, “04D” “05”, “05A”, and “07” are placed in a sealed envelope, with the said envelope and each page of the documents and/or information stamped with the word “Confidential”.

31. Therefore, Applicants respectfully submit the instant Application for the Honorable Commission’s urgent and utmost consideration.

PRAYER

WHEREFORE, premises considered, Applicants respectfully pray that the Honorable Commission:

1. **ISSUE** an Order treating Annexes “04A”, “04B”, “04D” “05”, “05A”, and “07” and all information contained therein as confidential, directing their non-disclosure to persons other than the officers and staff of the Honorable Commission, continuously protecting the said information from public disclosure by maintaining the same separate and

apart from the records of the case, and ensuring that these are not divulged to unauthorized persons, pursuant to Rule 4 of its Rules of Practice and Procedure; and

2. After trial on the merits, **APPROVE** with finality the EPSA between the Applicants and the terms and conditions therein.

Other reliefs, just and equitable under the circumstances, are likewise prayed for.

Makati City and Tacloban City for Pasig City, 20 March 2025.

PUYAT JACINTO & SANTOS
Counsel for **SOUTHWEST LUZON POWER GENERATION CORPORATION (“SLPGC”)**
10/F 8 Rockwell,
Hidalgo corner Plaza Drive,
Rockwell Center, Makati City, Metro Manila
Tel No. 8840-5025
Fax No. 8810-0890
Email: pjs@pjslaw.com

By:



ROY ENRICO C. SANTOS

Roll No. 40571

IBP LRN 02739/01-10-2002/Rizal

PTR No. 10473185/01-07-2025/Makati City

MCLE Compliance No. VIII-0030551/04-28-2025



PATRICK V. ARCELLANA

Roll No. 71386

IBP No. 512022/01-06-2025/Rizal (RSM)

PTR No. 10473189/01-07-2025/Makati City

MCLE Compliance No. VIII – In Process



IAN CARLO D. BENITEZ

Roll No. 84831

IBP No. 512029/01-06-2025/Laguna

PTR No. 10473200/01-07-2025/Makati City

MCLE Compliance No. VIII – 0031244/05-01-2025

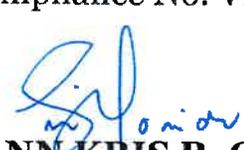
STEPHANIE C. DEL CASTILLO

Roll No. 91329

IBP No. 512036/01-06-2025/Makati City

PTR No. 10473207/01-07-2025/Makati City

MCLE Compliance No. VIII – In Process



JULIE-ANN KRIS R. CORRIDOR

Roll No. 95061

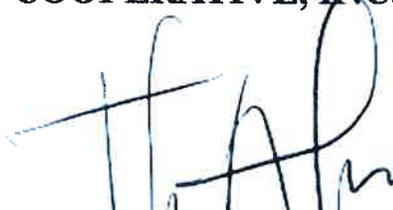
IBP No. 527209/02-05-2025/Makati City

PTR No. 10511432/02-05-2025/Makati

MCLE Compliance No. Admitted to the Bar

January 2025

**Counsel for LEYTE V ELECTRIC
COOPERATIVE, INC. ("LEYECO V")**



TYRON JAN G. ALBAO

Unit 2, 2nd Flr. Tacloban Convention Center,
Real St., Tacloban City 6500

Contact No. 09176321822

Email Address: attyteejalbao@gmail.com

Roll of Attorneys No. 66859

PTR No. 51550 / 01-07-2025; Leyte

IBP No. 501685 / 01-07-2025; Leyte Chapter

MCLE Compliance No. VIII-0025126

Valid until 14 April 2028



PETER JOVEN Y. DE OÑO

0977 R. Mendiola St., Brgy. Sta Cruz, Palo, Leyte
6501

Contact No. 09171358090

Email address: power8lawyers@gmail.com

Roll of Attorneys No. 72478

PTR No. 8661940 / 01-06-25; Tacloban City

IBP No. 499121 / 01-06-25; Leyte Chapter

MCLE Compliance No. VIII-0025125

Valid until 14 April 2028

Republic of the Philippines)
MAKATI CITY) S.S.

VERIFICATION AND CERTIFICATION OF NON-FORUM SHOPPING

I, ANDREO O. ESTRELLADO, Filipino, of legal age, and with office address located at 2nd Floor, DMCI Plaza, 2281 Don Chino Roces Avenue, Makati City, after having been duly sworn in accordance with law, hereby depose and state under oath that:

1. I am the duly authorized representative of Southwest Luzon Power Generation Corporation (the "Corporation"), a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Brgy. San Rafael, City of Calaca, Batangas, Philippines.
2. Pursuant to and by virtue of such authority, I caused the preparation of the foregoing Application, captioned "In the Matter of the Application for the Approval of the Emergency Power Supply Agreement (EPSA) Between Southwest Luzon Power Generation Corporation (SLPGC) and Leyte V Electric Cooperative, Inc. (LEYECO V) With Motion for Confidential Treatment of Information".
3. I have read the contents of the Application and attest that to the best of my knowledge and based on authentic records, the allegations therein are true and correct.
4. The Application is not filed to harass, unnecessarily delay, or needlessly increase the cost of litigation.
5. The factual allegations therein have evidentiary support, or, if specifically so identified, will likewise have evidentiary support after a reasonable time.
6. I hereby certify that the Corporation has not commenced any action or filed any claim involving the same issues in any court, tribunal, or quasi-judicial agency, and to the best of my knowledge, no such other action or claim is pending therein. Should I thereafter learn that the same or similar action or claim has been filed or is pending, I shall report such fact to this Honorable Commission within five (5) calendar days from acquiring knowledge thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this February 26, 2025.


ANDREO O. ESTRELLADO
Authorized Representative

28 FEB 2025

MAKATI CITY

SUBSCRIBED AND SWORN to before me this _____, in _____, affiant exhibiting to me his Driver's License with No. N01-85-023377 issued by the LTO with validity until August 10, 2033.

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Page No. 64.
Book No. X.
Series of 2025.




ATTY. RENE M. M. VILLA
OFFICE OF THE NOTARY PUBLIC OF MAKATI CITY
APPOINTMENT NO. M-111
(REG) (2025-2026)
UNTIL DECEMBER 31, 2026
PTR NO. 10417071, 01-03-2025, MAKATI CITY
LSP LICENSE NO. 013595; 12-27-2012; J.C.
ROLL NO. 37226
MCLC COMPLIANCE NO. VIII-0012754; 08-27-2024
GROUND FLOOR, MAKATI TERRACES CONDOMINIUM
7450 DAVILA ST., TEJEROS, MAKATI CITY

SECRETARY'S CERTIFICATE

I, **JOHN R. SADULLO**, of legal age, Filipino, and with office address located at 2nd Floor, DMCI Plaza, 2281 Don Chino Roces Avenue, Makati City, after having been sworn in accordance with law, hereby depose and state that:

1. I am the duly elected and qualified Corporate Secretary of **SOUTHWEST LUZON POWER GENERATION CORPORATION** (the "**Corporation**"), a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Brgy. San Rafael, Calaca, Batangas.
2. At the special meeting of the Board of Directors of the Corporation held on December 12, 2024 during which meeting a quorum was present and acting throughout, the following resolutions were passed and approved:

"RESOLVED, that **SOUTHWEST LUZON POWER GENERATION CORPORATION** (the "**Corporation**") be authorized, as it is hereby authorized, to file an Application for the approval of its Emergency Power Supply Agreement ("**EPSA**") with Leyte V Electric Cooperative, Inc. executed in counterparts on 15 November 2024 and 22 November 2024 ("**Application**") before the Energy Regulatory Commission ("**ERC**");

RESOLVED FURTHER, that any of the following officers of the Corporation, namely: **John R. Sadullo**, Corporate Secretary and Vice President Asset Registry, and **Andreo Estrellado**, Authorized Representative, acting singly, be as they are hereby appointed as the Corporation's true and lawful attorney-in-fact, to prepare or cause the preparation of and to sign, verify, certify, execute and file before the ERC any and all required pleadings and papers therein relating to the Application, including the Verification and Certification of Non-Forum Shopping, for and in behalf of the Corporation; to do and perform on behalf of the Corporation any act and deed relating to the Application, which the Corporation could legally do and perform;

RESOLVED FURTHER, that the Corporation gives and grants, as it hereby gives and grants, unto the said attorney-in-fact full powers and authority to perform all and every act requisite or necessary to carry into effect the foregoing authority as fully to all intents and purposes as the Corporation might or could lawfully do if personally present, with full power of substitution, and hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue hereof;

RESOLVED FINALLY, that the Board of Directors of the Corporation appoints and authorizes, as it hereby appoints and authorizes, **Puyat Jacinto & Santos Law Office**, or any of its attorneys, to appear and act for, or otherwise represent the Corporation in all proceedings in connection with the Application, including any other proceedings arising therefrom, with full power and authority:

- a. To draft, prepare and file the Application before the ERC, represent the Corporation and appear for or on its behalf in all proceedings, hearings, meetings and discussions before the ERC in respect of the Application, to perform any and all acts and deeds, including the submission and execution of such pleadings and other papers as are necessary to implement the foregoing;

- b. To appear in the preliminary conference and/or pre-trial conference for the Application, with full power to consider: (1) the possibility of an amicable settlement or a submission to arbitration, mediation or other modes of alternative dispute resolution; (2) the simplification of the issues; (3) the necessity or desirability of amendments to the pleadings; (4) the possibility of obtaining stipulations or admissions of facts and of documents totally or partially to avoid unnecessary proof; (5) the limitation of the number of witnesses; (6) the advisability of a preliminary reference of issues to a commissioner; and (7) such other matters as may aid in the prompt disposition of the case including the authority to sign and bind the Corporation to any compromise agreement or settlement;
- c. To file any appeal or represent the Corporation in further proceedings relative to the Application; and
- d. To do and perform on behalf of the Corporation any act and deed relating to the Application, which the Corporation could legally do and perform, including any appeals or further legal proceedings."

3. The above-quoted resolutions have not been amended, modified or rescinded, and are in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have affixed my signature this 28 FEB 2025 in Makati City, Philippines.


 JOHN R. SADULLO
 Corporate Secretary

SUBSCRIBED AND SWORN, to before me, a notary public in and for the city named above on 28 FEB 2025, personally appeared John R. Sadullo who has satisfactory proven to me his identity through his Unified Multi-Purpose ID CRN – 0033-0401841-0 issued by the Republic of the Philippines, bearing his photograph and signature; and that he is the same person who personally signed before me the foregoing Secretary’s Certificate and acknowledged that he executed the same.

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 Page No. 64 ;
 Book No. X ;
 Series of 2025.




ATTY. RENE M. M. VILLA
 NOTARY PUBLIC OF MAKATI CITY
 APPOINTMENT NO. M-111
 (REI) (2025 2026)
 UNTIL DECEMBER 31, 2026
 PTR NO. 10457474, 01-03-2025, MAKATI CITY
 IEP LIFETIME NO. 013595; 12-27-2012, I.C
 ROLL NO. 37226
 MCLE COMPLIANCE NO. VIII-0012754; 08-27-2024
 GROUND FLOOR, MAKATI TERRACES CONDOMINIUM
 #450 DAVILA ST., TEJEROS, MAKATI CITY

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

We, Dir. Paulito A. Cotiangco and Atty. Jannie Ann J. Dayandayan, CPA of legal age, Filipino and with office address at Brgy. San Pablo, Ormoc City, after having been duly sworn in accordance with law, hereby depose and state that:

1. We are currently the Board President and General Manager, respectively of **LEYTE V ELECTRIC COOPERATIVE, INC. (LEYECO V)**, Co-Applicant in the above-captioned case, per attached Board Resolution;
2. We have caused the preparation and filing of this *Joint Application (with Prayer for Provisional Authority or Interim Relief and Motion for Confidential Treatment of Information)* ("*Joint Application*") and have read the contents thereof, and, based on our own personal knowledge, belief and on authentic records of LEYECO V, all the allegations contained therein on the part of LEYECO V are true and correct. Furthermore, the *Joint Application* is not filed to harass, cause unnecessary delay, or needlessly increase the cost of litigation; and that the factual allegations therein have evidentiary support or, if specifically so identified, will have evidentiary support after a reasonable opportunity for discovery.
3. **LEYECO V** has not commenced any other action or proceeding involving the same issue/s in the Supreme Court, the Court of Appeals or any court, tribunal, or quasi-judicial agency and, to the best of my knowledge, no such other action or claim is pending therein; and
4. Should we hereinafter learn that the same or a similar action or claim has been filed or is pending in the Supreme Court, the Court of Appeals or any court, tribunal, or quasi-judicial agency, we shall report said fact within five (5) days from discovery thereof to this Honorable Commission.

IN WITNESS WHEREOF, we have hereunto set our hands this APR 28 2025 at


PAULITO A. COTIANGCO
Affiant


ATTY. JANNIE ANN J. DAYANDAYAN, CPA
Affiant

SUBSCRIBED AND SWORN to before me this APR 28 2025 in Ormoc City, Philippines. Affiant **PAULITO A. COTIANGCO** and **ATTY. JANNIE ANN J. DAYANDAYAN, CPA** exhibited to me their government-issued ID Drive License No. H03-80-006431 with an expiration date February 8, 2032 and Philippine National ID. No. 5208-7412-5093-4824 issued on April 24, 2023.

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Series of 2025

Atty. ARI G. 
Notary Public for Leyte
Until December 31, 2026
Notarial Commission No. 123456789
PTA No. 8342228, 01/02/2023, Ormoc City
Roll No. 38527
IBP No. 654778, 01/13/06, Leyte
MCLC Compliance No. V11-0016371, Apr. 06, 2011
2nd Floor Modesta Bldg.
Ormoc City, Leyte, Philippines;