

Item No.: 36

Date: 08 2026 SEP

August 19, 2026

Office of the Vice Governor

Received

By: _____
Date: _____
Time: _____

Sangguniang Panlalawigan
Province of Leyte

RECEIVED

Date: AUG 20 2026
By: June 11:13am

HON. LEONARDO M. JAVIER JR.

Vice Governor

Province of Leyte

New Leyte Provincial Government Complex,
West Bypass Road, Brgy. Guindapunan,
Palo, Leyte

Dear Vice Governor Javier,

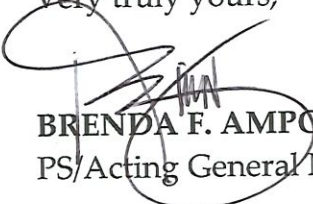
Greetings!

We respectfully give notice that Don Orestes Romualdez Electric Cooperative, Inc. (DORELCO) and FDC Misamis Power Corporation (FDC MISAMIS), are filing with the Energy Regulatory Commission (ERC) its joint application entitled "In the Matter of the Application for the Approval of the Emergency Power Supply Agreement (EPSA) between Don Orestes Romualdez Electric Cooperative, Inc. (DORELCO) and FDC Misamis Power Corporation (FDC MISAMIS), with Motion for Confidential Treatment of Information."

In compliance with the ERC Revised Rules of Practice and Procedure, we are furnishing this Honorable Office copy of said un-docketed Application together with annexes and accompanying documents.

Likewise, in compliance with the pre-filing requirements of the ERC, may we request your good office to issue a Certification with your official seal (please see attached suggested format) attesting to your receipt of the application and the actual posting thereof to your Bulletin Board/s.

Very truly yours,


BRENDA F. AMPOLITOD
PS/Acting General Manager



Republic of the Philippines
ENERGY REGULATORY COMMISSION
Exquadra Tower, Jade Drive, Ortigas Center
Pasig City

IN THE MATTER OF THE
APPLICATION FOR APPROVAL
OF THE EMERGENCY POWER
SUPPLY AGREEMENT (EPSA)
BETWEEN DON ORESTES
ROMUALDEZ ELECTRIC
COOPERATIVE, INC.
(DORELCO) AND FDC
MISAMIS POWER
CORPORATION (FDC
MISAMIS), WITH MOTION FOR
CONFIDENTIAL TREATMENT
OF INFORMATION,

ERC CASE NO. _____ RC

DORELCO AND FDC MISAMIS,
Applicants.

X-----X

JOINT APPLICATION

(With Motion for Confidential Treatment of Information)

Joint Applicants, DORELCO and FDC MISAMIS, through undersigned, and unto this Honorable Commission, respectfully state that:

THE APPLICANTS

1. DORELCO is a non-stock, non-profit electric cooperative (EC), duly organized and existing under the laws of the Republic of the Philippine with principal office address at National Highway, Brgy. San Roque, Tunga, Leyte.

1.1 DORELCO provides electricity distribution services to its member consumers in the Municipalities of Abuyog, Burauen, Dagami, Dulag, Javier, Julita, La Paz, Macarthur, Mahaplag, Mayorga, Tabon-Tabon, Tanauan, and Tolosa, all in the Province of Leyte.

1.2 DORELCO is represented herein by its Acting General Manager, Christopher A. Garcia, who was authorized by its Board of Directors to file this *Joint Application*.

2. FDC Misamis is a generation company duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at PHIVIDECE Industrial Estate, Villanueva, Misamis Oriental.

2.1 FDC Misamis is represented herein by its President and CEO, Juan Eugenio L. Roxas, who was authorized by its Board of Directors to file this *Joint Application*.

3. This Joint Application is filed pursuant to *Resolution No. 7, Series of 2026 (Amended CSP Guidelines)*¹ requiring distribution utilities (DUs) and generation companies (GenCos) to jointly file applications for the approval of power supply agreements.² (*DORELCO and FDC Misamis are referred hereinafter as "Joint Applicants."*)

4. Joint Applicants may be served with orders, notices, and other processes of the Honorable Commission through undersigned counsels at the address indicated hereunder.

NATURE AND TIMELINESS OF THE APPLICATION

5. This is a *Joint Application* for the approval the *Emergency Power Supply Agreement (EPSA)* executed by Joint Applicants on 07 October 2024.

¹ ERC Resolution No. 07, Series of 2026, 16 February 2015. "Amended 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."

² While FDC Misamis is a co-applicant, it manifests that this Joint Application shall neither modify, diminish, nor constitute as a waiver of FDC Misamis' rights nor expand its obligations and responsibilities as a generation company under the EPIRA.

6. Section 8 of the Amended CSP Guidelines provides that “[t]he DU may engage in negotiated procurement of an Emergency Power Supply Agreement (EPSA) under the circumstances contemplated in Section 2.3.6 of the DOE CSP Policy.”

7. Further, Section 2.3.6 of the Department of Energy (DOE) CSP Policy³ provides that “the conduct of CSP shall not be required in 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 Majure/Fortuitous Events, without need of any prior clearance or certification from the DOE, and shall have a maximum and non-extendible period of one (1) year from its execution.”

8. Pursuant to the foregoing provisions on the exemption from the conduct of CSP, DORELCO is permitted to procure power supply through direct negotiation due to the occurrence of force majeure or other circumstances beyond its control, thereby ensuring continuous and reliable supply of electricity to its member-consumers owners (MCOs) in a least cost manner.

STATEMENT OF FACTS

9. DORELCO executed a Power Purchase and Sale Agreement (PPSA) with GNPowder Dinginin Ltd. Co. (GNPD) for a 12 MW Baseload Power Supply. The application for its approval was docketed under ERC Case No. 2016-051 RC.

10. On 03 May 2019, the Supreme Court rendered a *Decision* in *Alyansa Para sa Bagong Pilipinas, Inc. v. Energy Regulatory Commission (Alyansa Case)*⁴ requiring all applications for approval of the PSAs filed on or after 30 June 2015 to comply with the CSP requirement provided under the DOE CSP Policy.

11. As a direct consequence of the *Decision* in the *Alyansa Case*, the Honorable Commission, on 17 August 2023, dismissed the application of DORELCO and GNPD and directed the cessation of the implementation of the PPSA.

³ DOE Circular No. DC2023-06-0021 dated 20 June 2023, “Prescribing the Policy for the Mandatory Conduct of the Competitive Selection Process by the Distribution Utilities for the Procurement of Power Supply for their Captive Market,” as amended by DOE Circular No. DC2025-10-0022.

⁴ G.R. No. 227670, 3 May 2019.

12. While DORELCO fully intended to procure its deficit supply through a CSP, the preparation and conduct thereof necessarily entails a considerable period of time in light of the introduction of the new CSP rules by the Honorable Commission, DOE, and NEA. This delay would have exposed its MCOs to the high and volatile prices in the Wholesale Electricity Spot Market (WESM).

13. To ensure the continuity and reliability of electricity supply, DORELCO was constrained to resort to negotiated procurement of its energy requirements through the execution of an EPSA with FDC MISAMIS for a contracted capacity of 12 MW from 07 October 2023 to 07 October 2024 (*Previous EPSA*).⁵

14. In consideration of the temporary nature of the EPSA, DORELCO joined the other member ECs of the Federation of Rural Electric Cooperatives in Region VIII (FRECOR 8) in the joint effort to procure an aggregate supply of electricity through joint CSP. In particular, DORELCO sought to secure a total of 18 MW contracted capacity through long term power supply agreements (PSAs).

15. The preparation and conduct of the Joint CSPs commenced as early as November 2023 and culminated in the execution of the following PSAs on 13 September 2024:

	Supplier	Term	Contracted Capacity
LOT 1	Therma Luzon (TLI) ⁶	(2024-2033)	6MW
	Sual Power (SPI) ⁷	(2024-2033)	4MW
	KEPCO SPC ⁸	(2024-2033)	2MW
LOT 2	Therma Luzon ⁹	(2027-2033)	6MW

16. While DORELCO and the winning bidders have already signed their respective PSAs, the preparation of supporting documents and the filing of the applications extended beyond the expiration of the *Previous EPSA*.

⁵ EPSA dated 05 October 2023, ERC Case No. 2024-078 RC.
⁶ Therma Luzon PSA dated 13 September 2024, ERC Case No. 2024-129 RC.
⁷ Sual Power PSA dated 13 September 2024, ERC Case No. 2024-171 RC.
⁸ KEPCO SPC PSA dated 13 September 2024, ERC Case No. 2024-099 RC.
⁹ Therma Luzon PSA dated 13 September 2024, ERC Case No. 2024-140 RC.

17. The unforeseen and unintended delay in the execution of the PSAs, filing of applications, and resolution thereof constitute as extraordinary circumstances beyond the control of DORELCO. Notably, this will adversely affect its MCOs as DORELCO will not be able to implement the foregoing PSAs *sans* the approval of the Honorable Commission.

18. In particular, the absence of supply from the signed PSAs and the expiration of the EPSA with FDC MISAMIS will increase the WESM share to DORELCO's total generation mix to forty-seven percent (47%) and expose the MCOs with spot market prices averaging at Php 9.30/kWh (from 26 September 2024 to 25 October 2024).¹⁰

19. Additionally, DORELCO will be burdened with the increase in the required prudential requirement that threatens its financial operations if it will be forced to procure most of its power requirements from WESM.

20. As the pending the approval of the PSAs will expose DORELCO to power deficits, fluctuating market prices and potential increase in required prudential requirement – all of which will ultimately prejudice the interest of its MCOs – DORELCO was left with no choice but to again engage in a negotiated procurement of its emergency power supply.

21. DORELCO was informed that only FDC MISAMIS has an available capacity to supply its energy requirements. Thus, following negotiations, Joint Applicants executed the EPSA on 07 October 2024.

22. DORELCO formally sent letters notifying NEA, DOE, and the Honorable Commission of its resort to a new EPSA.

23. Pending the approval of the PSAs and in consideration of the contingent nature of the EPSA, Joint Applicants signed a *Protocol* on 27 November 2024 that will govern their agreement upon the occurrence of certain events. The protocol establishes the following:

- Should the Provisional Authority (PA) 6MW from Therma Luzon Inc. (TLI) first

¹⁰ All rates inclusive of VAT.

occur, The FDC EPSA allocation shall be retained at 6MW.

- Should the PA of 4MW from Sual Power Inc. (SPI) be provided subsequent to TLI, the FDC EPSA allocation shall be reduced to 2MW.
- Should the PA of 2MW from KEPCO SPC be provided, subsequent to TLI and SPI, FDC shall cease to supply power based in its EPSA.

24. On 17 December 2024, the Honorable Commission issued an *Order* granting the provisional authority for the immediate implementation of the PSA between DORELCO and TLI (Lot 1) in *ERC Case No. 2024-129-RC*. Consequently, the Joint Applicant's EPSA was retained at 6 MW.¹¹

25. On even date, however, the Honorable Commission issued an *Order* in *ERC Case No. 2024-140 RC*, delaying the commencement of the supply of electricity between DORELCO and TLI (Lot 2) to 26 December 2026.

26. On 26 February 2025, the Honorable Commission issued an *Order* denying the prayer for provisional authority in *ERC Case No. 2024-171 RC*, further delaying the supply of electricity by SPI to DORELCO.

27. On 30 April 2025, the Honorable Commission granted the prayer for interim relief for the immediate implementation of the PSA between DORELCO and KEPCO SPC in *ERC Case No. 2024-099 RC*.

28. In view of the denial of the immediate implementation of the foregoing PSAs, Joint Applicants' EPSA remained effective pursuant to the *Protocol* executed.

¹¹ *Therma Luzon PSA* dated 13 September 2024, *ERC Case No. 2024-129 RC*. In an *Order* dated 17 December 2024, the Honorable Commission issued a *Provisional Authority* for the implementation of the power supply.

INDICATIVE RATE IMPACT

29. The implementation of the EPSA with FDC MISAMIS is expected to reduce DORELCO's generation rate by approximately PhP2.3936/kWh, compared to relying solely on WESM procurement for the specified power requirement, to wit:

Rate Impact Analysis		
Supplier	Without FDC (EPSA)	With FDC (EPSA)
FDC (EPSA)		
Generation Cost		23,892,108.69
Energy Purchase, kWh		4,394,911.00
Rate, Php/kWh		5.4363
TLI		
Generation Cost	21,296,205.82	21,296,205.82
Energy Purchase, kWh	4,385,455.00	4,385,455.00
Rate, Php/kWh	4.8561	4.8561
Net Metering		
Generation Cost	35,814.00	35,814.00
Energy Purchase, kWh	4,591.00	4,591.00
Rate, Php/kWh	7.8003	7.8003
WESM		
Generation Cost	83,402,893.81	31,950,990.94
Energy Purchase, kWh	7,124,096.00	2,729,185.00
Rate, Php/kWh	11.7072	11.7072
TOTAL		
Generation Cost	104,734,913.63	77,175,119.45
Energy Purchase, kWh	11,514,142.00	11,514,142.00
Average Rate, Php/kWh	9.0962	6.7026
Php/kWh		-2.3936

30. The Rate Impact Analysis reflected that the implementation of the EPSA between the Joint Applicants will result in an estimated **generation rate reduction of PhP2.3936/kWh**. Hence, the implementation and approval of the PSA will redound to the benefit of DORELCO's consumers through a more affordable, stable, and reliable supply of electricity.

ABSTRACT OF THE POWER SUPPLY AGREEMENT AND RELATED INFORMATION

31. Under the EPSA, FDC MISAMIS shall supply power to DORELCO from its 3 x 135 MW circulating fluidized bed (CFB) coal-fired thermal power plant with a rated capacity of 405 MW and net

dependable capacity of 369 MW, located at PHIVIDEC Industrial Estate, Villanueva, Misamis Oriental.

32. The following are the Salient Features of the EPSA:

32.1 Contract Term: The Term of this Agreement shall be:
(i) One (1) year from the date of delivery, which is the date of execution; or (i) from the date of execution until the issuance of all Provisional Authority by the ERC in connection with the Application for approval of the aggregated Power Supply Agreement, which resulted from the Competitive Selection Process (CSP) of the Customer's 12 MW Base Load Requirement, whichever comes first.

32.2 Service Specifications: The Parties agreed to the following specifications:

	FIRM
Contracted Demand (monthly), kW	10,000
Contracted Energy (12 months), kWh	87,600,000.00
Customer Load Factor Per Interval	70%
Delivery Point	Plant Gate FDC Misamis Power Corporation's Power Plant
Nodal Point	11FDC Unit 1, Unit 2, Unit 3
Voltage at the Plant Gate	138kV

32.3 Replacement Power in Excess of Outage Allowance:
The Supplier shall exert best efforts to procure Replacement Power beyond the Outage Allowance. Notwithstanding any provision in the EPSA to the contrary, the Supplier has the right to source Replacement Power for the Customer from other current or future facilities of the Supplier or of any third party, including the WESM or its equivalent, at the sole discretion of the Supplier. The Supplier shall not in any case have the obligation to procure the Replacement Power other than from the Grid.

32.4 Customer Failure to Offtake Power: If the Customer offtakes power less than the Contracted Energy and/or Contracted Demand except in the course of a force majeure event, the Customer shall pay the Generation Charge for the Contracted Energy and/or Contracted Demand, and all applicable fees, charges and costs.

32.5 Transmission Fees, Ancillary Services Charges, Line Rental Charges, and WESM Costs: The Customer shall pay for Transmission Fees, Ancillary Services Charges, Line Rental Charges, and WESM Costs. All other transmission charges and market related fees/charges that are not part of the generation charge shall be for the account of the Customer.

32.6 Assignment by the Parties: Either Party may not assign or transfer any of its rights or obligations under this Agreement, including some or all of the electric power supplied by the Supplier without the latter's written consent, which consent shall not be unreasonably withheld. Despite anything stated in the EPSA, the other Party is not obliged to give its consent to a proposed assignment by the Assignor.

32.7 Adjustments due to Force Majeure: The Supplier shall have seventy-two (72) hours to restore interrupted supply of electric power, counted from the time the Force Majeure event began to prevent delivery to the Customer. The Customer shall not be entitled to interruption adjustment during such period.

PRE-FILING REQUIREMENTS
AND OTHER RELATED DOCUMENTS

33. In support of the *Joint Application*, the following documents are attached herein as annexes:

ANNEXES	DOCUMENTS
"A"	EPSA
"B"	Executive Summary of EPSA
<i>DORELCO Documents</i>	
"C"	Board Resolution No. 2024-091 authorizing the signing of EPSA and designating an Authorized Representative to sign the verification and certification
"D"	Board Resolution No. 2025-098 (authority of counsel)
"E"	Letter to ERC on the justification for EPSA with proof of receipt
"F"	Letter to DOE on the justification for EPSA with proof of receipt

"G"	Letter to NEA on the justification for EPSA with proof of receipt
"H"	Supply-Demand Scenario and Load Curves
"I"	Single Line Diagram Connection
"J"	Secretary's Certificate on list of Board of Directors and Members
"K"	Affidavit of Fortuitous Event
"L"	Protocol between DORELCO and FDC MISAMIS
"M" - series	Articles of Incorporation, By Laws, Certificate of Franchise, Certificate of Registration
"N"	Power Supply Procurement Plan ("PSPP") 2024
"O"	Distribution Development Plan ("DDP") 2024
"P"	Performance Assessment of the System
"Q"	List of Industrial Customers
"R" - series	Transmission Service Agreement ("TSA") and Metering Services Agreement ("MSA")
"S"	Rate Impact Analysis
"T"	WESM Registration
<i>FDC MISAMIS Documents</i>	
"U"	Secretary's Certificate dated 28 October 2024 authorizing the signing of EPSA and designating an Authorized Representative to sign the verification and certification
"V"	Secretary's Certificate dated 06 October 2025 (authority of counsel)
"W" - series	Amended Articles of Incorporation, Amended By-Laws, and Amended General Information Sheet for 2025
"X"	SEC Certificate of Registration with Amendments and Shareholders' Agreement
"Y"	BOI Certificate of Registration with attached Terms and Conditions
"Z"	DENR-EMB ECC
"AA"	ERC COC
"BB"	PAO Certificate
"CC"	DOE Certificate of Endorsement
"DD"	Samuel R. Lamorena's Verified Certification
"EE" - series	Transmission Service Agreement ("TSA") and Metering Services Agreement ("MSA")
"FF"	Audited Financial Statements

"GG"	WESM Registration
"HH"	Sample Bill
"II"	Explanation for Non-Applicability of Documents
<i>Confidential Documents</i>	
"JJ"	Sources of Funds and Financial Plans
"KK"	Bank Certifications
"LL"	FDC MISAMIS Generation Rate and Derivation
"MM"	Basis of Other Charges
"NN"	Fuel Supply Agreement
"OO"	Cost Analysis for
"PP"	Excel File Financial Model, Project Cost and Breakdown of O&M Cost
"QQ"	Cash Flow
"RR"	Fuel Supply Procurement Process
"SS"	Sworn Statement on Fuel Concerns
"TT"	Relevant Technical and Economic Characteristics of the Generation Capacity
"UU"	Simulation of number of operating units to meet MEOT
<i>Pre-filing Requirements</i>	
"VV" - series	Proof of furnishing copies of the Application to the concerned Offices of the Mayor, Governor, Sangguniang Bayan, and Sangguniang Panlalawigan where DORELCO operates
"WW" - series	Proof of furnishing copies of the Application to the Offices of the Mayor, Governor, Sangguniang Bayan of Villanueva, and Sangguniang Panlalawigan of Misamis Oriental where FDC MISAMIS operates
"XX" - series	Proof of publication of the Application in a newspaper of general circulation within DORELCO's franchise area or where it principally operates

**ALLEGATIONS IN SUPPORT OF THE
MOTION FOR CONFIDENTIAL TREATMENT
OF INFORMATION**

34. Under Rule 4 of the Commission's *Rules of Practice and Procedure*, Applicants may move for the confidential treatment of submitted documents containing confidential information.¹² Pursuant to

¹² Section 1, Rule 4, *Rules of Practice and Procedure* of the Energy Regulatory Commission.

this, FDC MISAMIS prays for the confidential treatment of the information contained in Annexes JJ to UU.

35. FDC MISAMIS treats the information contained in the above-mentioned documents, such as sources of funds/financial plans, certifications from bank/lending institutions, generation rate and derivation, cash flow, description of power plant, and fuel supply agreement, as **proprietary** in nature considering that it involves trade secrets reflecting investment and business calculations.

36. These documents are considered as trade secrets contemplated by law and jurisprudence. In the case of *Air Philippines Corporation vs. Pennswell, Inc.*¹³, the Supreme Court defined a trade secret, as follows:

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
- (6) the extent to which the information could be easily or readily obtained through an independent source.¹⁴

37. The foregoing documents were prepared and developed for the exclusive use of FDC MISAMIS and were designed for its specific use in its power generation business. If the information contained in these documents are disclosed to the public, FDC MISAMIS' competitors or other entities engaged in the power business they will gain undue advantage and could incorporate the said information in their operations. Consequently, the negotiating power of FDC Misamis with parties it plans to contract with or who it is currently doing business with will be undermined if it is compelled to disclose such information.

38. Accordingly, Joint Applicants hereby submit one (1) copy of the confidential documents *via*: in a sealed envelope, with the envelope and each page of the document stamped with the word "*Confidential*."¹⁵

PRAYER

WHEREFORE, premises considered, Joint Applicants respectfully pray unto the Honorable Commission to:

¹⁴ Citations omitted, emphasis supplied.

¹⁵ In line with the Honorable Commission's rules and regulations, soft copies of the documents covered by the prayer for confidential treatment were password-protected and submitted *via* electronic submission.

1. **APPROVE** the **JOINT APPLICATION** authorizing DORELCO to charge and collect the fees from its member-consumer-owners and **DIRECT** the retroactive application of the rates, terms, and conditions of the EPSA for the entire term thereof; and

2. **TREAT** Annexes "JJ" to "UU" and the information contained therein as confidential and **DIRECT** their non-disclosure to persons other than the necessary officers and staff of this Honorable Commission in accordance with *Rule 4 of the Rules of Practice and Procedure*.

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

Pasig City, 04 August 2026.

Guzman Ceniza Law Office

Counsel for DORELCO and FDC Misamis Power Corporation

6th Floor, Pacific Center Building

#33 San Miguel Ave., Ortigas Center, Pasig City, Philippines

0917-557-70-65

E-mail: gclawoffice@gclawoffice.com.ph

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CARL STEPHEN A. GUZMAN

Roll of Attorneys No. 58596

PTR No. 1895036/ 01-08-26/ San Juan City

IBP Lifetime Membership No. 013941/ 06-24-15/ RSM

MCLE Compliance No. VIII- 0011670/ 08 August 2024



BRIAN P. CENIZA

Roll of Attorneys No. 59273

PTR No. 4006810/ 01-09-26/ Pasig City

IBP No. 569620/ 12-22-25/ Pasig City

MCLE Compliance No. VIII - 0011677/ 08 August 2024



JASPER ADRIAN A TUBAY

Roll of Attorneys No. 89441

PTR No. 4006811/ 01-09-26/ Pasig City

IBP No. 578373/ 12-30-25/ Tarlac

MCLE Compliance No. VIII - 0026824/ 10 April 2025

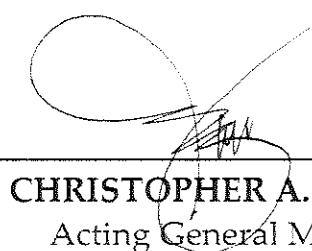
VERIFICATION AND CERTIFICATION

We, **RYAN C. REAS** and **CHRISTOPHER A. GARCIA**, of legal age, Filipino, with office address at San Roque, Tolosa, Leyte, after having been sworn in accordance with law, hereby depose and state, that:

1. We are the Board President and Acting General Manager, respectively, of Don Orestes Romualdez Electric Cooperative, Inc. (DORELCO);
2. We caused the preparation of the foregoing Joint Application for its filing, submission and approval before the Honorable Commission;
3. The allegations therein are true and correct based on our own personal knowledge and based on authentic documents;
4. The foregoing Joint Application is not filed to harass, cause unnecessary delay, or needlessly increase the cost of litigations;
5. The factual allegations therein have evidentiary support and, if specifically so identified, will likewise have evidentiary support after a reasonable opportunity for discovery;
6. To the best of our knowledge, DORELCO has not commenced any action or proceeding involving the same issues before the Supreme Court, or any of the regular courts, tribunal or quasi-judicial agency and that no such action or proceeding is pending before them involving issues that may be related to this Joint Application; and
7. If we should thereafter learn that a same or similar action or claim has been filed or pending, we shall undertake to promptly inform the Honorable Commission within five (5) calendar days from knowledge therefrom.



RYAN C. REAS
Board President



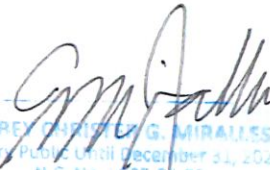
CHRISTOPHER A. GARCIA
Acting General Manager

SUBSCRIBED AND SWORN to before me this 18 AUG 2026 day of _____, 2026 at STANLEY, Affiants exhibited to me their Government issued I.D, to wit:

Name	Government ID Issued	Issued On / Expiring On
Ryan C. Reas	Driver's License: LTO PDL # H02-02-055681	
Christopher A. Garcia	Driver's License: LTO PDL # H02-97-043825	

NOTARY PUBLIC

Doc. No. 112 ;
Page No. 24 ;
Book No. XXI ;
Series of 2026.


ABREY CHRISTY G. MIRALLES
Notary Public Until December 31, 2026
N.C. No. 2025-06-32
IBP No. INV-573803 / 12-27-2025
PTR No. 1300877 / 01-05-2026; Palo, Leyte
Roll No. 72476-TIN 424-740-743
MCLE Compliance No. VII-0005079
762 Pio Pedrosa Street, Barangay Sta. Cruz
Palo, Leyte, Philippines
PMC LAW OFFICE

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

VERIFICATION AND
CERTIFICATION AGAINST FORUM SHOPPING

I, **JUAN EUGENIO L. ROXAS**, of legal age, married, with office address at PHIVIDEC Industrial Estate, Villanueva, Misamis Oriental 9002, after having been duly sworn to in accordance with law, do hereby depose and state for FDC Misamis Power Corporation ("FDCMPC"), that:

1. I am currently the President and Chief Executive Officer ("PCEO") of FDCMPC with authority to commence, initiate, sign, and file the foregoing Joint Application with the Energy Regulatory Commission ("ERC") for the approval of the Emergency Power Supply Agreement ("EPSA") entered into by Don Orestes Romualdez Electric Cooperative, Inc. ("DORELCO") and FDCMPC, with prayer for confidential treatment of information (the "Joint Application");
2. I have read the Joint Application, and the allegations therein are true and correct based on my personal knowledge or the authentic records of FDCMPC;
3. The Joint Application is not filed to harass, cause unnecessary delay, or needlessly increase the cost of litigation;
4. The factual allegations in the Joint Application have evidentiary support or, if specifically so identified, will likewise have evidentiary support after a reasonable opportunity for discovery;
5. I or FDCMPC have not commenced any other action or proceeding involving the same issues 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
6. If I or FDCMPC should 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, I shall report the said fact within five (5) days from discovery thereof to the Honorable Commission.

IN WITNESS WHEREOF, I have hereunto affixed my signature this day
of 17 AUG 2026 at MAKATI CITY, Metro Manila.


JUAN EUGENIO L. ROXAS
President and CEO

SUBSCRIBED and SWORN TO before me this day of 17 AUG 2026
with affiant having presented to me his Philippine Passport No. P0007571B,
issued at DFA Manila, on December 20, 2018, valid until December 19, 2028,
as competent and reliable evidence of his identity.

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Series of 2026.




KRISTINE BERNADETH A. PACARIEM
NOTARY PUBLIC FOR AND IN MAKATI CITY
APPOINTMENT NO. M-261 (2025-2026)
UNTIL 31 DECEMBER 2026
29F, PBCOM TOWER 6795, AYALA AVENUE
COR. V.A. RUFINO ST., MAKATI CITY
IBP NO. 566966 / 12/17/2025 / MAKATI CITY
PTR NO. 10766162 / 01/05/2026 / MAKATI CITY
ROLL OF ATTORNEYS NO. 81390
MCLE COMPLIANCE NO. VIII-0013505: 09/17/2024