



LEYECO III
LEYTE III ELECTRIC COOPERATIVE, INC.
Lighting Houses, Lighting Homes, Lighting Hopes



Item No.:

27

27 2026 OCT

October 15, 2026

HON. LEONARDO M. JAVIER JR.

Provincial Vice-Governor

Office of Vice-Governor

Leyte Provincial Government Complex

West Bypass Road, Brgy. Guindapunan, Palo, Leyte

Sangguniang Panlalawigan
Province of Leyte

RECEIVED

Date: OCT 22 2026
By: Jenny

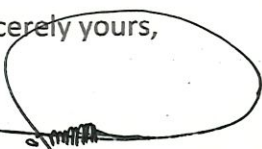
Dear Vice Governor Javier:

We respectfully give notice that **LEYTE III ELECTRIC COOPERATIVE, INC. (LEYECO III)** 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 APPROVAL OF THE EMERGENCY POWER SUPPLY AGREEMENT (EPSA) BETWEEN LEYTE III ELECTRIC COOPERATIVE, INC. AND FDC MISAMIS POWER CORPORATION, WITH MOTION FOR CONFIDENTIAL TREATMENT OF INFORMATION."**

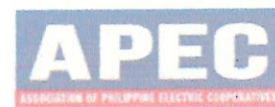
In compliance with the ERC Revised Rules of Practice and Procedure, we are furnishing this Honorable August Body a copy of said un-docketed Application together with annexes and accompanying documents.

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.

Sincerely yours,


DR. ALLAN L. LANIBA, OFS
General Manager

Brgy. San Roque, Tunga, Leyte
Hotline Nos.: (Globe) 0917-3049794, (Smart) 0998-5487784
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LEYECO III
LEYTE III ELECTRIC COOPERATIVE, INC.
Lighting Houses, Lighting Homes, Lighting Hopes



CERTIFICATION

This is to certify that on _____, this this Office was furnished and received a copy of the un-docketed pleading entitled, **"IN THE MATTER OF THE APPLICATION FOR APPROVAL OF THE EMERGENCY POWER SUPPLY AGREEMENT (EPSA) BETWEEN LEYTE III ELECTRIC COOPERATIVE, INC. AND FDC MISAMIS POWER CORPORATION, WITH MOTION FOR CONFIDENTIAL TREATMENT OF INFORMATION,"** together with annexes and accompanying documents that **LEYECO III ELECTRIC COOPERATIVE, INC. (LEYECO III) AND FDC MISAMIS POWER CORPORATION (FDC MISAMIS)** intends to file with the Energy Regulatory Commission (ERC). In addition, this is to certify that the said application has been posted on our Bulletin Board/s on _____.

Issued at _____, this _____ of _____ 2026.

AUTHORIZED SIGNATORY

(Sangguniang Bayan Secretary / Vice Mayor)

OFFICIAL SEAL

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

Sangguniang Panlalawigan
Province of Leyte
RECEIVED
Date: OCT 22 2026
By: J. Cani

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

ERC CASE NO. _____

LEYECO III ELECTRIC
COOPERATIVE, INC., (LEYECO
III) AND FDC MISAMIS POWER
CORPORATION (FDC
MISAMIS),

Applicants.

X-----X

JOINT APPLICATION

(With Motion for Confidential Treatment of Information)

Joint Applicants, LEYECO III ELECTRIC COOPERATIVE, INC., (LEYECO III) and FDC MISAMIS POWER CORPORATION (FDC MISAMIS), through the undersigned, and unto this Honorable Commission, respectfully state that:

THE APPLICANTS

1. LEYECO III is a non-stock, non-profit electric cooperative (EC), duly organized and existing under and by virtue of the laws of the

Republic of the Philippines with principal office address at National Highway, Brgy. San Roque, Tunga, Leyte.

1.1 LEYECO III provides electricity distribution service in the Municipalities of Capoocan, Carigara, Barugo, San Miguel, Tunga, Jaro, Alangalang, Sta. Fe, and Pastrana, all in the Province of Leyte.

1.2 LEYECO III is represented herein by its Board President, Isagani P. Artoza and General Manager, Dr. Allan L. Laniba, OFS, who were authorized by its Board of Directors to file the Joint Application.

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

2.1 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 PHIVIDEC Industrial Estate, Villanueva, Misamis Oriental.

2.2 FDC MISAMIS is represented herein by its President and CEO, Mr. Juan Eugenio L. Roxas, who was authorized by its Board of Directors to file the Joint Application.

3. LEYECO III and FDC MISAMIS are jointly filing this Joint Application pursuant to the Honorable Commission's *Resolution No. 7, Series of 2026 (Amended CSP Guidelines)*¹ requiring distribution utilities and generation companies to jointly file applications for the approval of power supply agreements. (*LEYECO III and FDC MISAMIS are collectively referred to as "Joint Applicants".*)

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

¹ ERC Resolution No. 07, Series of 2026, "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."

NATURE AND TIMELINESS OF THE APPLICATION

5. This Joint Application seeks the approval of the EPSA executed in September 2024 between the Joint Applicants. Under the EPSA, FDC MISAMIS commenced the delivery of emergency power to LEYECO III on 09 September 2024, as subsequently amended and confirmed by the EPSA dated 25 March 2025. The March 2025 EPSA introduced limited amendments to the original arrangement and expressly confirmed the validity of the energy delivered and received before its execution. *(The aforementioned EPSAs are collectively referred herein as the "EPSA".)*

6. Section 8 of the Honorable Commission's 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 Policy² 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 Majeure/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, LEYECO III 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.

9. The CSP Guidelines further require, among others, written notice to the Honorable Commission, DOE, and NEA within five (5) calendar days from the occurrence of the force majeure or fortuitous event, and the filing of an application for the approval of the EPSA within thirty (30) calendar days after its execution.

² 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.

10. LEYECO III acknowledges that it was unable to transmit the required notices within five (5) calendar days from the circumstances that necessitated the emergency procurement and was likewise unable to file the September 2024 EPSA within the prescribed period. The subsequent execution of the March 2025 EPSA was intended to amend and confirm the parties' continuing emergency arrangement. For the reasons set forth below, the Joint Applicants seek the exercise of the Honorable Commission's authority under Section 54 of the *Amended CSP Guidelines* to allow an exception from these procedural requirements.

STATEMENT OF FACTS

11. LEYECO III executed a Power Purchase and Sale Agreement (PPSA) with GNPower Dinginin Ltd. Co. (GNPD) for 7 MW Baseload Power Supply that was filed under *ERC Case No. 2016-053 RC*.

12. On 03 May 2019, the Supreme Court rendered a *Decision* in *Alyansa Para sa Bagong Pilipinas, Inc. v. Energy Regulatory Commission ("Alyansa")*³ requiring that all applications for the approval of the PSAs filed on or after 30 June 2015 comply with the CSP requirement under the DOE CSP Policy.

13. As a consequence of *Alyansa*, the Honorable Commission, in its *Order* dated 19 April 2023, dismissed the application of LEYECO III and GNPD for the approval of the PPSA and, accordingly, directed the cessation of its implementation.

14. To secure competitively procured supply of electricity, LEYECO III joined the other member-electric cooperatives of the Federation of Rural Electric Cooperatives in Region VIII (FRECOR 8) in conducting joint CSPs for their aggregate power requirements. Preparatory activities began as early as November 2023.

15. The joint CSPs culminated in the execution on 13 September 2024 of PSAs covering LEYECO III's 8 MW baseload requirement: (a) 4 MW from Therma Luzon, Inc. (TLI); (b) 2 MW from Sual Power Inc. (SPI); and (c) 2 MW from KEPCO SPC Power Corporation (KEPCO). The corresponding applications duly were filed with docket numbers: *ERC*

³ G.R. No. 227670, 3 May 2019.

Case Nos. 2024-139 RC, 2025-003 RC, and 2025-032 RC, respectively. The Summary of the PSAs are shown below:

POWER SUPPLY AGREEMENT	CONTRACTED CAPACITY
THERMA LUZON INC. (TLI) (ERC CASE NO. 2024-139 RC)	4 MW
SUAL POWER INC. (SPI) (ERC CASE NO. 2025-003 RC)	2 MW
KEPCO SPC POWER CORP. (KSPC) (ERC CASE NO. 2025-032 RC)	2 MW

16. Notwithstanding, the regular PSAs could not be implemented without the Honorable Commission’s approval or the issuance of provisional authority or interim relief.

17. The emergency became even more immediate upon the expiry on 07 September 2024 of LEYECO III’s preceding EPSA with FDC MISAMIS. The resulting gap in contracted supply was beyond LEYECO III’s control and exposed its MCOs to a supply deficit, volatile Wholesale Electricity Spot Market (WESM) prices, and increased prudential requirements.

18. To mitigate the adverse effects of WESM exposure, LEYECO III solicited proposals from TLI, SPI, KEPCO, Energy Development Corporation, and FDC MISAMIS. Following evaluation by LEYECO III’s Management and Technical Working Group, FDC MISAMIS’ proposal was found to be responsive to LEYECO III’s requirements and the most advantageous and available offer for its MCOs.

19. Accordingly, Joint Applicants executed the September 2024 EPSA for an 8 MW firm baseload supply. FDC MISAMIS commenced delivery on 09 September 2024, thereby avoiding a supply deficiency and mitigating LEYECO III’s exposure to WESM.

20. During this period, LEYECO III’s immediate operational priority was to prevent a supply deficiency and protect its MCOs from volatile spot-market prices while the applications covering its regular PSAs remained pending. In the course of addressing the emergency, LEYECO III inadvertently failed to transmit the required written notices within the applicable period.

21. When LEYECO III confirmed on 19 March 2025 that the Honorable Commission had not yet issued approval, provisional authority, or interim relief for the regular PSAs, the emergency supply gap persisted. Therefore, it notified the Honorable Commission, DOE, and NEA through letters dated 20 March 2025, that were received on 21 March 2025.

22. To document the continuing emergency arrangement and clarify the parties' respective obligations, Joint Applicants executed the March 2025 EPSA. This amended and confirmed the September 2024 EPSA, expressly recognizing that delivery had commenced on 09 September 2024, and confirming the validity of the energy previously delivered and received. It further provided that the continuing term would only be limited to six (6) months from its execution or until the issuance of provisional authority for the regular PSAs, whichever occurred first. Notably, the EPSA, did not exceed one (1) year, in compliance with the DOE CSP Policy.

23. The March 2025 EPSA did not constitute a new or unrelated procurement, nor did it restart a new one-year emergency supply period. It introduced limited amendments while preserving and confirming the same 8 MW emergency supply arrangement implemented beginning 9 September 2024. Accordingly, the Joint Applicants submit this EPSA for the Honorable Commission's review and approval as part of one continuous EPSA.

Good Cause Exists to Excuse the Belated Notice of Force Majeure and Filing of this Application

24. Section 54 of the Amended CSP Guidelines provides:

Where good cause appears, the ERC may allow an exception from any provisions of these Amended Implementing Guidelines if such exception is found to be for the interest of the public and is not contrary to law or any other related rules and regulations.

25. Good cause exists in this case.

26. First, LEYECO III acted to discharge its statutory obligation to provide continuous, reliable, and least-cost electricity to its captive consumers. Immediate implementation of the EPSA prevented a supply

deficiency after the expiry of the preceding emergency contract and while the regular PSAs remained incapable of implementation.

27. *Second*, the delayed notice did not prejudice the Honorable Commission, DOE, or NEA. LEYECO III ultimately submitted written notices to all three agencies, disclosed the factual circumstances that necessitated the emergency procurement, and now submits both the September 2024 EPSA and its amendment, together with their supporting documents, for the Honorable Commission's review and approval. There was no concealment of any transaction or intent to place the rates beyond regulatory review.

28. *Third*, the substantial requirements governing an EPSA were observed. The procurement arose from an: (i) actual supply deficiency to *Alyansa*; (ii) LEYECO III evaluated available offers; (iii) the selected offer was the most advantageous responsive proposal; (iv) the supply period was temporary and tied to the pendency of the regular PSAs; and (iv) the arrangement prevented exposure to volatile WESM prices.

29. *Fourth*, strict application of the notice and filing periods would shift the consequence of an administrative lapse to LEYECO III's MCOs, who received and consumed the electricity and benefited from the continuity and relative stability of supply. Such result would be inconsistent with the public-interest and consumer-protection objectives of the EPIRA and the CSP framework. The Joint Applicants do not seek to dispense with regulatory review. They respectfully seek only the relaxation of procedural periods so that the Honorable Commission may evaluate the EPSA on its merits, determine the just and reasonable recoverable rate, and impose such appropriate conditions as the circumstances warrant.

Recovery of Prudent and Reasonable Generation Costs

30. Section 37 of the Amended CSP Guidelines governs PSAs implemented prior to the approval or the issuance of provisional authority or interim relief. It provides that DUs may be allowed recovery of the associated generation costs based on the "*principle of full recovery of prudent and reasonable economic costs incurred*" under **Section 25 of Republic Act No. 9136**.

31. Section 37 further directs that the final recoverable generation costs shall be based on the Final Authority issued in the

pertinent application and requires the DU, during the confirmation process, to prove the necessity and good faith of the procurement and utilization of the implemented supply contract.

32. LEYECO III's procurement and utilization of the EPSA, executed in September 2024 and subsequently amended and confirmed in March 2025, satisfy these standards. The supply was necessary to cover an actual deficit, was procured after solicitation and evaluation of available proposals, was used to serve LEYECO III's captive consumers, and avoided the risks of sole exposure to the WESM. These circumstances establish necessity, prudence, and good faith.

33. Accordingly, even if there is a gap in procedural compliance, Section 37 of the CSP Rules, as amended, supplies an independent basis to determine and allow recovery of the prudent and reasonable generation costs actually incurred, subject to the confirmation of the Honorable Commission.

34. This is also in line and consistent with the recent Decision of the Honorable Commission in the case entitled "*In the Matter of Dispute Resolution on the Power Supply Agreement, Anda Power Corporation vs. Isabela II Electric Cooperative, Inc.*", docketed as **ERC Case No. 2023-023 DR**, where the Honorable Commission ruled that:

F. The Rate Applicable

As a rule, the Commission treats a PSA which is implemented without prior ERC approval as an ineligible supply contract. Consequently, the rate for such ineligible contracts is at either the National Power Corporation (NPC) Time-of-Use rates or the actual rate billed by the generator, whichever is lower.

Nonetheless, considering the developments in the regulatory framework, Section 25 of the EPIRA is controlling. It sets the legal standard for regulation of the retail rate, which is the full recovery of the generation company's prudent and reasonable economic cost which has already been determined and decided by the Commission using its cost-based methodology in the original PSA.

INDICATIVE RATE IMPACT

35. The implementation of the EPSA will reduce LEYECO III's generation rate by approximately Php1.2294/kWh, compared to relying solely on WESM procurement for the specified energy requirement, to wit:

LEYECO III RATE IMPACT ANALYSIS						
With FDCMPC						
Suppliers	2025 Quantity (kWh)	Amount (PhP)	Percent Share (%)	Resulting Capacity Utilization Factor (%)	2025 Average Rate (PhP/kWh)	Weighted Average Rate (PhP/kWh)
GCGI	21,900,000	144,675,780	26.07%	100%	6.6062	6.2236
TLI	22,593,679	110,018,826	26.90%	64%	4.8695	
FDCMPC	30,253,120	176,053,649	36.02%	86%	5.8266	
KSPC,ST	6,113,750	29,275,837	7.28%	86%	4.7885	
WESM	3,130,776	62,704,178	3.73%		20.0283	
TOTAL	83,991,326	522,728,270	100.0%			
Without FDCMPC						
Suppliers	2025 Quantity (kWh)	Amount (PhP)	Percent Share (%)	Resulting Capacity Utilization Factor (%)	2025 Average Rate (PhP/kWh)	Weighted Average Rate (PhP/kWh)
GCGI	21,900,000	144,675,780	26.07%	100%	6.6062	7.4530
TLI	34,180,971	166,332,384	40.70%	98%	4.8662	
FDCMPC	0	0	0.00%	0%	0.0000	
KSPC,ST	8,760,000	41,947,468	10.43%	100%	4.7885	
WESM	19,150,355	273,033,096	22.80%		14.2573	
TOTAL	83,991,326	625,988,728	100.0%			
GENERATION RATE IMPACT With-Out FDC (Php/kWh)						1.2294

36. As reflected in the Rate Impact Analysis, the implementation of the EPSA will result in an estimated **generation rate reduction of Php1.2294/kWh**. Hence, the implementation and approval of the EPSA will redound to the benefit of LEYECO III's consumers through a more affordable, stable, and reliable supply of electricity.

**ABSTRACT OF THE POWER SUPPLY AGREEMENT
AND RELATED INFORMATION**

37. Under the EPSA, FDC MISAMIS shall supply power to LEYECO III for the entire term of the contract for a Contracted Capacity of 8 MW.

38. The power supply will be sourced from FDC MISAMIS' circulating fluidized bed (CFB) coal-fired thermal power plant, with an installed capacity of 135 MW x 3 units for a total 405 MW and net

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

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

39.1 Contract Term: The Term of the EPSA shall be: (i) six (6) months from the date of the execution; or (ii) from the date of execution until the issuance of the Provisional Authority by the ERC in connection with the Applications for the approval of the Power Supply Agreements, which resulted from CSP of the Customer's 8MW Base Load Requirement, whichever comes first.

39.2 Service Specification: The Parties agreed to the following specifications:

	FIRM
Contracted Demand (monthly), kW	8,000*
Contracted Energy (12 months), kWh	70, 080, 000
Customer Load Factor Per Interval	65%
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

**to be adjusted upon receipt by the Customer and notice to Supplier, approval from the Energy Regulatory Commission of long term power supply agreements.*

39.3 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. The Supplier shall charge the Customer for the Replacement Power in excess of the Outage Allowance for the Billing Period based on the agreed Generation Charge.

39.4 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.

39.5 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.

39.6 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.

39.7 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

40. The following documents are attached and made as an integral part of this *Joint Application*:

ANNEX	DOCUMENTS
"A" - series	EPSA dated 06 September 2024 and amendment to EPSA dated 25 March 2025
"B"	Executive Summary of EPSA
<i>LEYECO III's Documents</i>	
"C"	Board Resolution No. 2025-03-038 (<i>authorizing the signing of EPSA and designating an Authorized Representative to sign the verification and certification</i>)

"D"	Board Resolution No. 2026-02-012 (<i>authority of counsel</i>)
"E"	Letter to ERC on the justification for EPSA
"F"	Letter to DOE on the justification for EPSA
"G"	Letter to NEA on the justification for EPSA
"H"	Letter/invitation to EDC requesting proposal for emergency supply
"I"	Letter/invitation FDC requesting proposal for emergency supply
"J"	Letter/invitation KEPCO requesting proposal for emergency supply
"K"	Letter/invitation PCPC requesting proposal for emergency supply
"L"	Letter/invitation SPI requesting proposal for emergency supply
"M"	Letter/invitation TLI requesting proposal for emergency supply
"N" - series	Supply-Demand Scenario and Load Curves, Annexes 1 & 2
"O"	Single Line Diagram Connection
"P"	Affidavit of Fortuitous Event/Force Majeure
"Q"	Articles of Incorporation
"R"	By Laws
"S"	Certificate of Franchise
"T"	Certificate of Registration
"U"	Power Supply Procurement Plan ("PSPP")
"V"	Distribution Development Plan ("DDP")
"W"	Performance Assessment
"X"	List of Industrial Customers
"Y" - series	Transmission Service Agreement ("TSA") and Metering Services Agreement ("MSA")
"Z"	WESM Registration
"AA"	FDC offer for emergency supply
"BB" -series	SPI offer for emergency supply and amendment of offer for emergency supply
FDC MISAMIS' Documents	
"CC"	Secretary's Certificate dated 21 March 2025 (<i>authorizing the signing of EPSA and designating an Authorized Representative to sign the verification and certification</i>)

"DD"	Secretary's Certificate dated 06 October 2025 (<i>authority of counsel</i>)
"EE"	SEC Certificate of Registration with Amendments and Shareholders' Agreement
"FF"	Amended Articles of Incorporation
"GG"	Amended By-Laws
"HH"	Amended General Information Sheet for 2025
"II"	BOI Certificate of Registration with attached Terms and Conditions
"JJ"	DENR-EMB ECC
"KK"	ERC COC
"LL"	ERC PAO Certificate
"MM"	DOE Certificate of Endorsement
"NN"	Samuel R. Lamorena Verified Certification
"OO" - series	Transmission Service Agreement ("TSA") and Metering Services Agreement ("MSA")
"PP"	Sample Computation of Power Rates
"QQ"	Audited Financial Statements 2024
"RR"	WESM Registration
"SS"	Write-Up on Non-Applicability of Documents
Confidential Documents	
"TT"	FDC MISAMIS' Sources of Funds and Financial Plans
"UU"	FDC MISAMIS' Bank Certifications
"VV"	FDC MISAMIS' Generation Rate and Derivation
"WW"	Basis of Other Charges
"XX"	FDC MISAMIS' Fuel Supply Agreement
"YY"	Cost Analysis for LEYECO III
"ZZ"	Basis of Indexation
"AAA"	Excel File FDC MISAMIS' Financial Model, Project Cost, and O&M Cost
"BBB"	FDC MISAMIS' Cash Flow
"CCC"	FDC MISAMIS' Fuel Supply Procurement Process
"DDD"	FDC MISAMIS' Sworn Statement on Fuel Concerns
"EEE"	FDC MISAMIS' Relevant Technical and Economic Characteristics of the Generation Capacity

"FFF"	FDC MISAMIS' simulation of no. of operating units to meet MEOT
<i>Pre-filing Requirements</i>	
"GGG" - series	Proof of furnishing copies of the Application to the concerned Offices of the Governor, Mayor, Sangguniang Bayan, and Sangguniang Panlalawigan where LEYEECO III operates
"HHH" - series	Proof of furnishing copies of the Application to the concerned Offices of the Governor, Mayor, Sangguniang Bayan, and Sangguniang Panlalawigan where FDC MISAMIS operates
"III" - series	Proof of publication of the Application in a newspaper of general circulation within LEYECO III's franchise area or where it principally operates

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

41. Pursuant to *Rule 4* of the Honorable Commission's *Rules of Practice and Procedure*, Applicants may request that certain information not be disclosed and be treated as confidential.⁴ Pursuant to this, FDC MISAMIS prays for the confidential treatment of the information contained in **Annexes "TT" to "FFF"**.

42. FDC MISAMIS treat the aforementioned documents, such as related agreements, sources of funds/financial plans, certifications from bank, generation rate and derivation, cash flow, and fuel supply agreement, as proprietary in nature as it reflects investment and business calculations.

43. Furthermore, the foregoing documents were prepared for the exclusive use of FDC MISAMIS, specifically designed to support its power generation business. Should the information contained in the documents be disclosed publicly, the competitors of FDC MISAMIS or other entities engaged in the power business will gain an undue advantage by utilizing this information in their operations. Consequently, the negotiating power of FDC MISAMIS with both

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

prospective and existing partners would be notably undermined if it is compelled to disclose such information.

44. Additionally, these documents are considered as trade secrets contemplated by law and jurisprudence. In the case of *Air Philippines Corporation vs. Pennswell, Inc.*⁵, 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 G.R. No. 172835, 13 December 2007.

(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." (*citations omitted, emphasis supplied*)

45. 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".⁶

PRAYER

WHEREFORE, premises considered, Joint Applicants **LEYECO III** and **FDC MISAMIS** most respectfully pray that the Honorable Commission:

1. **ISSUE** an **ORDER** declaring **Annexes "TT" to "FFF"** as confidential in perpetuity directing their non-disclosure to persons other than the officers and staff of the Honorable Commission in accordance with *Rule 4 of the ERC Revised Rules of Practice and Procedure*; and

2. After due notice and hearing, **ISSUE** a **DECISION** (i) approving the instant *Joint Application in toto* and the *EPSA* which will authorize **LEYECO III** to charge and collect the fees from its *MCOs* reckoned from the commencement of the supply; and (ii) directing that the rates, terms, and conditions of the *EPSA* be retroactively applied for the entire term of the *EPSA*.

Other kinds of relief, just and equitable under the premises, are likewise being prayed for.

Pasig City, 03 September 2026.

⁶ Password-protected soft copies documents covered by a prayer for confidential treatment of information will be provided to the Honorable Commission *via* electronic submission.

Guzman Ceniza Law Office

Counsel for LEYECO III and FDC MISAMIS Power Corporation

6th Floor, Pacific Center Building,

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

0917-557-70-65

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

MCLE Compliance No. VIII- 0011670/ 08 August 2024



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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 OF NON-FORUM SHOPPING

I, **JUAN EUGENIO L. ROXAS**, of legal age, Filipino, with office address at 29/F PBCom Tower, 6795 Ayala Avenue cor. V.A. Rufino St., Salcedo Village, Makati City, after having been duly sworn in accordance with law, hereby depose and state that:

1. I am the authorized representative of FDC MISAMIS POWER CORPORATION, co-applicant in the above-captioned case, per attached Secretary's Certificate;
2. I caused the preparation and filing of this *Joint Application (with Motion for Confidential Treatment of Information) for the Emergency Power Supply Agreement between Leyte III Electric Cooperative, Inc. and FDC Misamis Power Corporation* ("Joint Application") and have read the contents thereof and, based on my own personal knowledge, belief and on authentic records of FDC Misamis Power Corporation, all the allegations contained therein on the part of FDC Misamis Power Corporation 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. FDC Misamis Power Corporation has not commenced any other action or proceeding involving the same issue/s before the Supreme Court, 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 I hereinafter learn that the same or a similar action or claim has been filed or is pending with the Supreme Court, the Court of Appeals, or any court, tribunal, or quasi-judicial agency, I shall report said fact within five (5) days from discovery thereof to this Honorable Commission.

IN WITNESS WHEREOF, I have hereunto set my hand this

23 SEP 2026

at

MAKATI CITY



JUAN EUGENIO L. ROXAS

Affiant

SUBSCRIBED AND SWORN to before me this

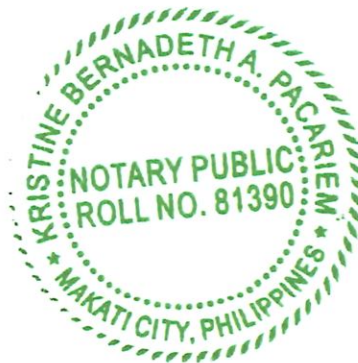
23 SEP 2026

in

MAKATI CITY

, Affiant exhibiting to me his Passport No. P0007571B issued by DFA Manila on 20 December 2018 as competent proof of his identity.

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Page No. 13
Book No. III
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

REPUBLIC OF THE PHILIPPINES)

PROVINCE OF LEYTE)

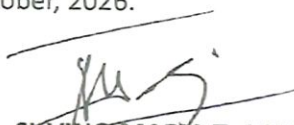
MUNICIPALITY OF TUNGA)

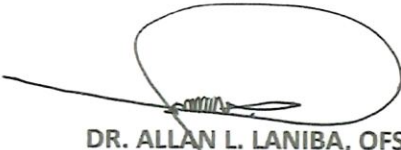
JOINT VERIFICATION AND CERTIFICATION AGAINST NON-FORUM SHOPPING

WE, **MR. SILVINO MARIA T. ADIZAS III** and **DR. ALLAN L. LANIBA**, are both of legal age, Filipinos, married, with office address at the LEYECO III, National Highway, San Roque, Tunga, Leyte, after having been duly sworn to in accordance with law, do hereby depose and state for ourselves and for LEYECO III, that:

1. We are the LEYECO III Board President and General Manager with authority to commence, initiate, sign, and file the foregoing Joint Application entitled, **Emergency Power Supply Agreement** pursuant to Board Resolution Numbers 2025-03-038.
2. I have read the Joint Application and the allegations therein are true and correct based on my personal knowledge or the authentic records available to LEYECO III;
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. We 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 we 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.

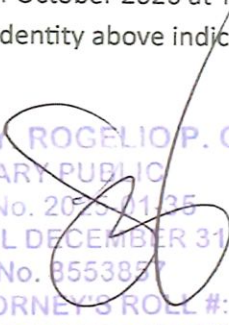
IN WITNESS WHEREOF, we have hereunto affixed our signatures at Tacloban City, Leyte, this 13th day of October, 2026.


MR. SILVINO MARIA T. ADIZAS III
Affiant
National ID No. 3602-9732-6350-9621


DR. ALLAN L. LANIBA, OFS
Affiant
Driver's License No. L06-96-044266

SUBSCRIBED AND SWORN TO before me this 13th day of October 2026 at Tacloban City, Leyte, with affiants exhibiting before me their competent proofs of identity above indicated.

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Page No. 50
Book No. XX
Series of 2026.


ATTY. ROGELIO P. GULA
NOTARY PUBLIC
NC. No. 2023-1125
UNTIL DECEMBER 31, 2026
PTR No. 8553827
ATTORNEY'S ROLL #: 48025
IBP LIFETIME MEMBER #: 07688
MCLE COMPLIANCE #: VIII-0002415