

Republic of the Philippines
ENERGY REGULATORY COMMISSION
Pasig City

**IN THE MATTER OF THE
APPLICATION FOR THE
APPROVAL OF THE POWER
SUPPLY AGREEMENT
BETWEEN NORTHERN
NEGROS ELECTRIC
COOPERATIVE, INC. (NONECO)
AND ABOITIZ SOLAR POWER,
INC. (ASPI), WITH PRAYER FOR
PROVISIONAL AUTHORITY OR
INTERIM RELIEF AND MOTION
FOR CONFIDENTIAL
TREATMENT OF INFORMATION**

2026-025 RC
ERC Case No. 2025- ____ RC

February 23, 2026

**NORTHERN NEGROS
ELECTRIC COOPERATIVE, INC.
(NONECO) AND ABOITIZ
SOLAR POWER, INC. (ASPI),**

Applicants.

X- -----X

**JOINT APPLICATION
with PRAYER FOR PROVISIONAL AUTHORITY OR
INTERIM RELIEF and MOTION FOR CONFIDENTIAL
TREATMENT OF INFORMATION**

Applicants **NORTHERN NEGROS ELECTRIC
COOPERATIVE, INC. (NONECO)** and **ABOITIZ SOLAR
POWER, INC. (ASPI)** (collectively, the "Applicants"), through
their respective undersigned counsels, respectfully state:

PARTIES

1. Applicant NONECO is a non-stock and non-profit electric cooperative duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Osmeña Ave, Manapla, Negros Occidental. It is a duly franchised electric cooperative engaged in distribution of light and power within its franchise area covering the cities of Sagay, Escalante and San Carlos, and the towns of Toboso, E.B. Magalona and Calatrava (“Franchise Area”).

2. Applicant ASPI (formerly Hedcor Itogon, Inc.) is a private corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at NAC Tower, 32nd Street, Bonifacio Global City, Taguig City. ASPI owns, operates and maintains the 168.953MWp Calatrava Solar Power Plant (SPP) and its 0.300 MW Standby Diesel Engine Generating Unit located in Calatrava, Negros Occidental (Power Plant).

3. Applicants may be served with notices, orders, and other processes of this Honorable Commission through their respective counsel at the addresses indicated below.

NATURE OF THE APPLICATION

4. The instant *Joint Application* for approval of the *Power Supply Agreement* entered into by and between the Joint Applicants dated 22 January 2026 (the “PSA”) is being submitted to the Honorable Commission for its review and approval pursuant to Sections 25¹ and 45(b)² of Republic Act No. 9136, otherwise known as the Electric Power Industry Reform Act of 2001 (EPIRA), Rule 20(B) of the Honorable Commission’s Resolution No. 01, Series of 2021 (ERC RRPP),³ and Article VIII of the Honorable Commission’s Resolution No. 16, Series of 2023⁴ (2023 CSP Guidelines).

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

² SECTION 45. Cross Ownership, Market Power Abuse and Anti-Competitive Behavior. – xxx

(b) Distribution utilities may enter into bilateral power supply contracts subject to review by the ERC: xxx.

³ A Resolution Adopting the Revised Rules of Practice and Procedure of the Energy Regulatory Commission.

⁴ 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.

5. Section 23 of the EPIRA mandates that a distribution utility has the obligation to supply electricity in the least cost manner to its captive market, subject to collection of retail rate duly approved by this Honorable Commission. In relation to this, Section 45 (b) of the EPIRA expressly allows distribution utilities to enter into bilateral power supply contracts subject to the review of this Honorable Commission. It is consistent with the State's policy to ensure the quality, reliability, security, and affordability of the supply of electric power.⁵

6. The PSA was procured through a Competitive Selection Process (CSP) conducted by applicant NONECO, in accordance with Department of Energy's (DOE) Department Circular No. DC2023-06-0021, and the 2023 CSP Guidelines.

STATEMENT OF FACTS

COMPETITIVE SELECTION PROCESS

7. Applicant NONECO is in need of the supply of electricity for its power requirements to meet the demand of its captive customers beginning 26 September 2026. In particular, applicant NONECO sought the supply of, among others, a 7MW or higher capacity for its Renewable Portfolio Standard (RPS) requirement for 2026 to 2035.⁶

8. To address this need, applicant NONECO conducted a CSP to procure power supply for a period of ten (10) years based on the above-mentioned issuances of the DOE and the Honorable Commission.

9. Applicant NONECO issued Board Resolution No. 14, Series of 2025, creating a Bids and Awards Committee (BAC) to conduct the CSP. Accordingly, the BAC commenced and conducted the CSP for the procurement of power supply to satisfy NONECO's requirements.

10. The CSP was structured to consist of three (3) lots, of which Lot 3 was undertaken to secure supply in compliance with applicant NONECO's RPS requirements. NONECO's RPS requirement for Compliance Year 2024 was at 30,054 RECs of which 68% was complied through procurement of RECs in the Renewable Energy Market (REM). NONECO projects an RPS requirement of 40,903 RECs for the next 2025 Compliance Periods, which cannot be fulfilled by its current sources. Thus,

⁵ EPIRA, Sec. 2 (b).

⁶ Instruction to Bidders, p. 2.

there is an actual and immediate need to secure supply for NONECO's demand and its RPS requirements.

11. The subject *PSA* pertains to Lot 3 of the CSP. A summary of the key dates and events of the CSP is provided below:

11.1. The *Invitation to Bid* for the CSP was published in The Philippine Star newspaper on 25 June 2025 and 2 July 2025. Further, the Invitation to Bid was also posted in the websites of NEA and NONECO.

11.2. Three (3) participants submitted their Expressions of Interest to join Lot 3 of the CSP, namely: CapitalOne Energy, Inc. (CEI), PV Sinag, Inc., and co-applicant ASPI.

11.3. *Invitations to CSP Observers* were sent inviting certain groups to participate as CSP Observers in the various Pre-Bid Conferences, including the Honorable Commission, the DOE, the NEA.

11.4. *Pre-Bid Conferences* for the CSP were conducted by the BAC on 17 and 24 July 2025.

11.5. Further, the following *Bid Bulletins* ("BB") were issued by the BAC throughout the CSP process:

- a. Clarification and Amendments of Instruction to Bidders, Clause 6.
- b. Venue and Schedule of Pre-bid 2, Availability of Bidding Documents, and Deadline of submission of Matrix of Comments (2nd Round).
- c. Venue and Schedule of Submission and Opening of Bids, and Deadline of submission of Matrix of Comments (3rd Round).
- d. Issuance of Final Instruction to Bidders.
- e. Amendments to the Terms of Reference (TOR), Tariff Structure, additional clause.
- f. Amendments to the Draft Power Supply Agreement (PSA).
- g. Amendments to the Checklist of Eligibility Requirements and Proposal.

- h. Amendments to the Annex D of Instruction to Bidders.
- i. Amendments to the Annex F of Instruction to Bidders.
- j. Amendments to the Annex G of Instruction to Bidders.
- k. Amendments to the Annex J of Instruction to Bidders.
- l. Amendments/Addendum to the Annex L of Instruction to Bidders.
- m. Amendments to the Instruction to Bidders.
- n. Amendments to the Annex B-1 of Instruction to Bidders.
- o. Schedule for the Presentation and One-on-One Session of Annex B-1 Financial Proposal
- p. Amendments to the Annex B-1, Annex J, and Annex K of Instruction to Bidders; and Bid Bulletin No. 06, 07, 12, and 13.
- q. Clarification on the Section 12.1 of Instruction to Bidders, Conflict of Interest

The BBs were also posted on applicant NONECO's website.

11.6. On 28 August 2025, the bid submission date, CapitalOne Energy, Inc., and co-applicant ASPI timely submitted their respective proposals for Lot 3 of the CSP.

11.7. The respective proposals of CapitalOne Energy, Inc, and co-applicant ASPI were evaluated based on the parameters outlined in the Instruction to Bidders issued by the BAC, with co-applicant ASPI emerging as the bidder with the lowest calculated responsive bid.

11.8. On 29 September 2025, the BAC issued Resolution No. 02, Series of 2025, recommending the award of the PSA for Lot 3 of the CSP to co-applicant ASPI for having submitted the Lowest Calculated Responsive Bid.

11.9. On 18 November 2025, the *Notice of Award* dated 18 November 2025 was issued to co-applicant ASPI by the BAC.

11.10. On 4 December 2025, NONECO submitted the finalized PSA with ASPI to the NEA for approval.

11.11. On 20 January 2026, the NEA issued the *Notice to Execute the Agreement* dated 19 January 2026 to applicant NONECO, directing it to execute and sign the PSA within three (3) days from receipt hereof.

11.12. On 22 January 2026, Applicants executed the PSA, subject of this instant *Joint Application*, to deliver 10 MW contract capacity of the 36,792,000.00 kWh from Delivery Date.⁷ The Delivery Date shall be the later of either 26 December 2025, or the 26th day of the calendar month immediately following the month in which the Honorable Commission issues a Provisional Authority or Interim Relief, as applicable, or Final Authority, if no either Provisional Authority nor Interim Relief was issued.⁸

11.13. Notably, being the result of a validly conducted CSP and that the NEA has issued the Notice to Execute the Agreement, it may be presumed that the subject PSA, including all terms and conditions therein, is in accordance with all the relevant policies and rules of the DOE, NEA, and the Honorable Commission.

12. Hence, this instant *Joint Application* for the approval of the PSA between Applicants.

SALIENT TERMS OF THE PSA

13. The *PSA*, a copy of which is attached as **Annex “A”**, contains the following salient features:

13.1. **Contract Term.** The *PSA* shall take effect from Effective Date, and shall remain in force and effect for a period of ten (10) years to be counted from the Delivery Date, unless sooner terminated in accordance with this Agreement and upon approval by the Honorable Commission.

“Effective Date” means the date following the completion of the conditions referred to in Section 3.2 of the *PSA*.

⁷ PSA, Section 3.2.

⁸ PSA, Section 3.3.

13.2. Delivery Date. Applicant ASPI shall commence delivery of Contract Capacity to applicant NONECO on the Delivery Date. The Delivery Date shall be the later of either 26 December 2025, or the 26th day of the calendar month immediately following the month in which the Honorable Commission issues a Provisional Authority or Interim Relief, as applicable, or Final Authority, if no either Provisional Authority nor Interim Relief was issued. Applicant ASPI shall bill applicant NONECO using the rate indicated in the applicable Honorable Commission's issuance that is made basis for delivery under this provision.

13.3. Contract Capacity. Beginning Delivery Date and for the duration of the Contract Term, applicant ASPI shall make available to applicant NONECO the Contract Capacity and deliver the Contract Energy from the Power Plants specified in Schedule 3 during the Billing Periods specified in Schedule 2, at the Delivery Points specified in Schedule 3, and at the rates specified in Schedule 7. Applicant ASPI shall not be obligated to make available the Contract Capacity and deliver the Contract Energy following the date of termination or expiration of the *PSA*. The Applicants agree that applicant ASPI shall have no obligation to supply more than the Contract Capacity.

SCHEDULE 2

CONTRACT CAPACITY AND/OR CONTRACT ENERGY (REGULAR/LEAP YEAR)

Billing Month	Hours	Contract Capacity (kW)	Contract Energy (kWh)	Minimum Contract Energy (kWh), if any
January	15	10,000	3,124,800.00	3,124,800.00
February	15	10,000	3,124,800.00	3,124,800.00
March	15	10,000	2,822,400.00	2,822,400.00
April	15	10,000	3,124,800.00	3,124,800.00
May	15	10,000	3,024,000.00	3,024,000.00
June	15	10,000	3,124,800.00	3,124,800.00
July	15	10,000	3,024,000.00	3,024,000.00
August	15	10,000	3,124,800.00	3,124,800.00
September	15	10,000	3,124,800.00	3,124,800.00
October	15	10,000	3,024,000.00	3,024,000.00
November	15	10,000	3,124,800.00	3,124,800.00
December	15	10,000	3,024,000.00	3,024,000.00

13.4. Scheduled and Unscheduled Outage. Scheduled and Unscheduled Outage Allowance under the *PSA* are set to zero (0.00)0.00 hours.

13.5. Replacement Power. Subject to Section 7.1, the procurement of any Replacement Power during the Power Plant's outages shall be the responsibility of ASPI. The replacement power rate shall follow the computation for Electricity Fees specified in Schedule 7 or the rate approved by the Honorable Commission.

13.6. Renewable Energy Certificates. Applicant NONECO shall be entitled to the RE Certificates generated by the Power Plant (or such other renewable energy facility nominated by Seller) that were declared as BCQ under the *PSA*.

13.7. Payment of Fees. Commencing on the Delivery Date and throughout the entire Term, applicant NONECO shall pay to applicant ASPI the

Electricity Fees to be computed in accordance with Schedule 7 (Electricity Fees, Indexation and Adjustment) for the Contract Capacity and Contract Energy made available and delivered during each Billing Period.

There shall be no offsetting of payment between the Applicants and there shall be no withholding of disputed amounts, except for the inadvertent mistake in the amount.

If a Billing Statement is not disputed by applicant NONECO within thirty (30) days of receipt or if the payment is not disputed by applicant ASPI within thirty (30) days of receiving payment from applicant NONECO, the Billing Statement and payment shall be deemed accepted, final, and binding on Applicants, as applicable.

SCHEDULE 7

ELECTRICITY FEES, INDEXATION AND ADJUSTMENT

$$**Electricity Fees = A + B + C**$$

Where:

Electricity Fees= Total Generation Charge in PhP for the Billing Period

- A **EF_{php}** = is calculated as the product of the blended rate inclusive of Capital Recovery Factor (CRF), Fixed Operation & Maintenance (FOM), and Variable Operation & Maintenance and the Total Energy Delivered per Billing Month given by the contract energy in kWh as indicated in **SCHEDULE 2**.

$$EF_{php} = EF \times TED_{total}$$

Where:

$$EF = 4.0208 \text{ Php/kWh}$$

TED_{total} = Total Energy Delivered for the current billing period as given by the Contract Energy in kWh indicated in **SCHEDULE 2**.

- B **FF_{php}** = is calculated as the product of the fuel fee of the coal-fired power plant and its Total Energy Delivered for the current billing period in kWh

$$FF_{php} = FF \times TED_A$$

FF = actual fuel cost of the Power Plant for the Billing Period in Php/kWh

TED_A = Total Energy Delivered of the coal-fired power plant for the current billing period in kWh

C = all existing and future taxes, fees and imposts (including increases, or adjustments thereon and increases, or adjustments on existing taxes, fees and imposts), such as but not limited to real property taxes, excise taxes, market fees, Benefits to Host Communities/Beneficiaries, and other future charges imposed on the Power Plant for the generation of electricity, in Philippine Pesos

13.8. Billing to NONECO. Within twelve (12) Days from the end of each Billing Period, applicant ASPI shall deliver to applicant NONECO the Billing Statement setting forth the amount that is due from applicant NONECO for the preceding Billing Period.

Applicants shall make the necessary adjustments, if necessary, for the Billing Statement covering the first and last Billing Periods.

14. Applicant NONECO ran a rate impact analysis based on assumed quantities. The indicative rate impact on its overall generation rate with and without supply from applicant ASPI under the PSA are as follows:

I. SCENARIO 1: WITHOUT NONECO-ASPI, 10 MW INTERMEDIATE RPS

Power Supplier	Forecasted Quantity (kWh)	Amount (PhP)	Percent Share (%)	Resulting Capacity Utilization Factor	2025 Average Rate (PhP/kWh)	Weighted Average Rate (PhP/kWh)
GREEN CORE GOETHERMAL INC. (GCGI)	26,280,000.00	173,610,936.00	7.59%	100%	6.6062	0.5012
PAUM CONCEPCION POWER CORPORATION (PCPC)	92,856,000.00	814,309,977.60	26.81%	100%	8.7696	2.3509
WHOLESALE ELECTRICITY SPOT MARKET (WESM)	227,238,909.13	2,040,458,387.97	65.60%		8.9794	5.8909
TOTAL	346,374,909.13	3,028,379,301.57	100%			8.7431

II. SCENARIO 2: WITH NONECO-ASPI, 10 MW INTERMEDIATE RPS

Power Supplier	Forecasted Quantity (kWh)	Amount (PhP)	Percent Share (%)	Resulting Capacity Utilization Factor	2025 Average Rate (PhP/kWh)	Weighted Average Rate (PhP/kWh)
ABOITIZ SOLAR POWER, INC. (ASPI)	36,792,000.00	148,198,176.00	10.62%	60%	4.0280	0.4279
GREEN CORE GOETHERMAL INC. (GCGI)	26,280,000.00	173,610,936.00	7.59%	100%	6.6062	0.5012
PAUM CONCEPCION POWER CORPORATION (PCPC)	92,856,000.00	814,309,977.60	26.81%	70%	8.7696	2.3509
WHOLESALE ELECTRICITY SPOT MARKET (WESM)	190,446,909.13	1,541,933,593.32	54.98%		8.0964	4.4516
TOTAL	346,374,909.13	2,678,052,682.92	100%			7.7317

Note: There is a decrease of in Weighted Average Rate of 1.0114 PhP/kWh.

Generation Rate Impact (PhP/kWh)

1.0114

15. As shown in the rate impact analysis, the implementation of the PSA will benefit applicant NONECO and its consumers with an estimated generation rate reduction of **Php 1.0114/kWh**. Further, the implementation of the PSA shall

benefit applicant NONECO in its compliance with its RPS requirement. Thus, the PSA subject of this *Joint Application* will allow applicant NONECO to comply with its RPS requirement, while providing its end-users with a continuous and reliable supply of electricity at affordable rates.

16. In addition to the rate impact analysis, Applicants wish to emphasize that the conduct of CSP was undertaken to secure supply in compliance with its RPS requirement, while complying with the mandate of providing least cost supply to consumers.

17. In the case of *Alyansa Para sa Bagong Pilipinas, Inc. vs. Energy Regulatory Commission, et. al.*⁹ (“*Alyansa Case*”), the Supreme Court held that the competitive public bidding is the most efficient, transparent, and effective guarantee that there will be no price gouging by distribution utilities, thus:

As part of its regulation of this monopoly, the State requires distribution utilities to subject to **competitive public bidding** their purchases of electricity from power generating companies. Competitive public bidding is **essential** since the power cost purchased by distribution utilities is entirely passed on to consumers, along with their operating expenses of distribution utilities. **Competitive public bidding is the most efficient, transparent, and effective guarantee that there will be no price gouging by distribution utilities.**¹⁰

18. The Supreme Court in the *Alyansa Case* also pronounced that **the purpose of the CSP is to ensure transparency and competition in the procurement of power supply by distribution utilities (DUs) so as to provide the least-cost electricity to the consuming public, to wit:**

The 2015 DOE Circular recognized that under the EPIRA, the DOE has the mandate to “**formulate such rules and regulations as may be necessary to implement the objective of the EPIRA,**” where the State policy is to “[p]rotect the public interest as it is affected by the rates and services of electric utilities and other providers of electric power.” The 2015 DOE Circular reiterated the EPIRA’s mandate that “all Distribution Utilities (DUs) shall have the obligation to supply electricity **in the least-cost manner to their Captive Market,** subject to the collection of retail rate duly approved by the [ERC].”

⁹ G.R. No. 227670, Decision dated 3 May 2019.

¹⁰ Emphasis retained.

The 2015 DOE Circular mandated that DUs, including electric cooperatives, obtain their PSAs through CSP. Section 1 of the 2015 DOE Circular state the principles behind CSP:

Section 1. General Principles. Consistent with its mandate, the DOE recognizes that Competitive Selection Process (CSP) in the procurement of PSAs by the DUs ensures security and certainty of electricity prices of electric power to end-users in the long-term. **Towards this end, all CSPs undertaken by the DUs shall be guided by the following principles:**

(a) Increase the transparency needed in the procurement process to reduce risks;

(b) Promote and instill competition in the procurement and supply of electric power to all end-users;

(c) Ascertain least-cost outcomes that are unlikely to be challenged in the future as the political and institutional scenarios should change; and

(d) Protect the interest of the general public. (Boldfacing added)

In sum, the raison d'être of CSP is to ensure transparency and competition in the procurement of power supply by DUs so as to provide the least-cost electricity to the consuming public.¹¹

19. Considering that the subject PSA was a result of a CSP, pursuant to the prevailing DOE Department Circular No. DC2023-06-0021, the 2023 CSP Guidelines, and the *Alyansa Case*, it follows that the rates in the PSA already assure that applicant NONECO procured supply of power to its captive market, in the least-cost manner. Thus, the rates in the PSA should be implemented, as is, using the rates of the winning bid and as-applied before this Honorable Commission.

20. Since the rates provided in the PSA are the result of a valid CSP, Applicants respectfully submit that the rates therein should be approved by the Honorable Commission, as is and without any adjustments, because such rates was the result of a CSP and will ultimately redound to the benefit of ASPI's end-users.

¹¹ Underscoring supplied.

21. Applicants submit the following documents for the evaluation of the *Joint Application*:

Description of Document	Annex
Power Supply Agreement (PSA) between NONECO and ASPI dated 22 January 2026	“A”
NONECO’s Certificate of Franchise	“B”
NONECO’s Certificate of Registration and Amended Certificate of Registration	“C” and series
NONECO’s Secretary’s Certificate (Re: the list of Board of Directors and Board Members) dated 6 November 2025	“D”
NONECO’s Demand Side Management	“E”
NONECO’s Write-up on Non-Applicability of Certain Document/s: - NPC/TSC	“F”
NONECO’s Supply and Demand Scenario	“G” and series”
NONECO’s Distribution Development Plan (“DDP”)	“H”
NONECO’s Power Supply Procurement Plant (“PSPP”)	“I”
NONECO’s Single Line Diagram	“J”
NONECO’s Summary of Reliability Report	“K”
NONECO’s Potential Demand Reduction	“L”
NONECO’s WESM Registration	“M”

Rate Impact Simulation	“N”
ASPI’s Amended Articles of Incorporation and By-Laws	“O”
ASPI’s Latest General Information Sheet (“GIS”)	“P”
ASPI’s Certification of Corporate Documents	“Q”
ASPI’s Verified Certification showing the list of Board of Directors and Board Members of the Ultimate Parent Company dated 7 November 2025	“R”
ASPI’s Board of Investments (“BOI”) Certificate of Registration No. 2023-106	“S”
Environmental Compliance Certificate (“ECC”) Ref. No. ECC-RO6-22-0100	“T”
Provisional Authority to Operate (“PAO”) No. 25-07-24-M-PAO-N-0483V	“U”
ASPI’s Certificate of Endorsement (“COE”) No. DOE-EPIMB-ERC No. 2024-10-119 from DOE regarding Philippine Development Plan (“PDP”)	“V”
ASPI’s Solar Energy Operating Contract (“SEOC”) No. 2022-04-621	“W”
ASPI’s Certificate of Registration No. SEOC 2022-04-621 from the DOE	“X”
ASPI’s Single Line Diagram	“Y”
ASPI’s Transmission Service Agreement, Amended Transmission Service Agreement, Connection Agreement, and Metering Service Agreement with National Grid Corporation of the Philippines (“NGCP”)	“Z” and series
Executive Summary of the PSA	“AA”
Sample Bill	“BB”
ASPI’s Write-up on Relevant Technical and Economic Characteristics of the Generation Capacity	“CC”
ASPI’s Write up on Simulation of the number of operating units necessary to meet the MEOT	“CC-1”
ASPI’s Latest Audited Financial Statements	“DD”
ASPI’s WESM Registration	“EE”

Certification of Prior Submission	“FF”
Provisional Authority to Operate (“PAO”) No. 25-07-08-M-PAO-E-0135L (1)	“GG”
ASPI Certification on Non-Applicable Documents	“HH”
Generation Rate and Derivation (Confidential)*	“II”*
CSP Documents:	
Financial Bid Forms (Confidential)*	“JJ” and series*
Invitation to Bid	“KK”
Instruction to Bidders	“LL”
NONECO BAC Resolution No. 2	“MM”
NONECO Board Resolution No. 169	“NN”
Notice of Award	“OO”
NONECO’s November 18, 2025 Letter	“PP”
Affidavit in Support of Prayer for Provisional Authority	“QQ”

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

PRAYER FOR PROVISIONAL AUTHORITY OR INTERIM RELIEF

22. Under Rule 14 of the ERC RRPP,¹² the Honorable Commission is authorized to issue provisional authority or interim relief prior to a final decision, provided the facts and circumstances alleged warrant such remedy.

23. A provisional approval of the *PSA* is necessary for applicant NONECO’s RPS compliance, and a sufficient and reliable power supply to meet both the current and growing demands in applicant NONECO’s franchise area.

24. To reiterate, the *PSA* is a result of a validly conducted CSP, with applicant ASPI emerging as the winning bidder for Lot 3 thereof, submitting the bid with the most

¹² ERC Resolution No. 1, Series of 2021.

advantageous proposal for applicant NONECO's consumers. Applicants then executed the *PSA* pursuant to the NEA's directive, after its careful evaluation of the *PSA*.

25. As shown in applicant NONECO's Supply and Demand Scenario, its peak demand for 2025 is 54.36MW. Applicant NONECO's franchise area is expected to incur a steady rise in electricity demand, with peak demand projected to grow at a rate of 5% annually. Clearly, applicant NONECO's current supply of approximately 33MW is insufficient to meet this demand. In fact, even upon the implementation of the *PSA*, NONECO will still be exposed from WESM by 39%. Thus, the *PSA* is urgently needed to address NONECO's RPS compliance, minimize NONECO's power deficit and exposure to WESM, and prevent service interruptions.

26. The procurement also addresses the imminent expiration of applicant NONECO's power supply agreement with FDC Misamis Power Corporation (FDC MPC), subject of ERC Case No. 2025-202 RC, on 25 September 2026. Without the timely replacement of said *PSA*, there is a significant risk of applicant NONECO being further exposed to the volatile prices of the Wholesale Electricity Spot Market ("WESM").

27. If no provisional approval, interim relief, or decision will be issued before said expiration date, not only will NONECO have difficulty to comply with its RPS compliance, but also NONECO's demand of 40 MW will be exposed to WESM, having erratic power rates, which may prejudice NONECO's consumers.

28. The approval and implementation of the subject *PSA* will meaningfully contribute to NONECO's RPS compliance, and reduce NONECO's exposure to fluctuating WESM prices by securing a portion of the required replacement supply at stable and predictable rates, thereby providing immediate price stability for its captive consumers and reinforcing the continued delivery of reliable electric service essential to public welfare, economic stability, and growth.

29. Furthermore, it is clear from applicant NONECO's rate impact simulation that the implementation of the *PSA* would reduce applicant NONECO's blended generation rate by **Php 1.0114/kWh**, as compared to if the same power requirements are purchased from the WESM.

30. As such, the immediate implementation of the *PSA* would readily benefit applicant NONECO and its captive

customers as it will ensure the provision of a reliable, secure, and quality supply of electricity in the least cost manner.

31. To support the prayer for provisional authority or interim relief, the *Affidavit in Support of Prayer for Provisional Authority* is attached hereto as **Annex “QQ”** of the *Joint Application*.

MOTION FOR CONFIDENTIAL TREATMENT OF ANNEXES “II”, AND “JJ” AND SERIES

32. Section 1, Rule 4 of the *ERC Revised Rules of Practice and Procedure* provides that a party to any proceeding before the Honorable Commission may request that certain information not be disclosed and be treated as confidential. Pursuant to this, Applicants pray that the information contained in the documents enumerated below be treated as *CONFIDENTIAL* and that the same be continuously protected from public disclosure, except to the officers and staff of the Honorable Commission (collectively referred to as “Confidential Documents”):

Description of Document	Annex
Generation Rate and Derivation (Confidential)*	“II”
Financial Bid Forms (Confidential)*	“JJ and Series”

33. The Confidential Documents contain financial models, computation/calculation for rate determination and cost components. Hence, Applicants have actual and valuable proprietary interest to protect such information and data, which fall within the bounds of “trade secrets” that are entitled to protection under the Constitution, statutes, and rules and regulations of this Honorable Commission.

33.1. The foregoing annexes contain non-public, proprietary information and data involving Applicants’ investments, business operations, and financial calculations. Applicants determine, among others, their competitive rates through its power rate calculations, and its financial model through these information. Thus, the methodology thereof is privileged and confidential in nature. Furthermore, these information and data are not generally available to the public. Applicants’

competitiveness will seriously be prejudiced if these information are unduly disclosed.

34. In the case of *Air Philippines Corporation vs. Pennswell, Inc.*,¹³ the Supreme Court defined “trade secrets” and 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.*)

34.1. Moreover, the Honorable Commission categorically acknowledged in its Decision in ERC Case No. 2015-111 RC¹⁴ that formulas and pricing structures of a generation company must be accorded confidential protection, to *wit*:

“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**

¹³ 564 Phil. 774 (2007), G.R. No. 172835.

¹⁴ Decision, ERC Case No. 2015-111 RC dated 30 May 2017 entitled “*In the Matter of the Application for Approval of the Power Supply Agreement Between Nueva Ecija II Electric Cooperative, Inc.-Area 2 (NEECO II – Area 2) and PNOG Renewables Corporation (PNOG RC).*”

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*).

34.2. Clearly, the Honorable Commission recognizes the importance of treating pricing structures as confidential in order to ensure competitiveness of the generation sector. This information, which falls within the definition of a trade secret as defined by jurisprudence, merits the confidential treatment provided for under Rule 4 of the ERC RRPP.

35. Further, the treatment of the information contained in **Annexes “II”, and “JJ” and series** as confidential information is consistent with the Honorable Commission’s *Updated Matrix of Confidential and Non-Confidential Document and Information (as of 16 October 2024)* (“Matrix”). In the *Matrix*, financial models, computation/calculation for rate determination and cost components should be treated with confidentiality because they have proprietary value that constitute trade secrets. Therefore, as described above, since the information in the subject documents fall in these categories, **Annexes “II”, and “JJ” and series** should likewise be treated with confidentiality.

36. In view of the foregoing and pursuant to Rule 4 of the *ERC Revised Rules of Practice and Procedure*, Applicants respectfully request that the attached **Annexes “II”, and “JJ” and series**, and the information contained therein be treated as confidential and privileged, and not be disclosed to persons other than the necessary officers and staff of this Honorable Commission.

37. Applicants hereby submit **Annexes “II”, and “JJ” and series** via: (i) password-protected electronic copies, and (i) one (1) physical copy each of the respective confidential documents in a sealed envelope, with the envelope and each page of the documents stamped with the word “Confidential”.

PRAYER

WHEREFORE, premises considered, Applicants **NORTHERN NEGROS ELECTRIC COOPERATIVE, INC. (NONECO)** and **ABOITIZ SOLAR POWER, INC. (ASPI)** respectfully pray that the Honorable Commission:

1. **ISSUE** an Order treating **Annexes “II”, and “JJ” and series** as confidential in perpetuity, directing their non-disclosure to persons other than the officers and staff of the Honorable Commission, perpetually 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;
2. Pending trial on the merits, **GRANT** provisional authority or interim relief allowing the implementation of the PSA, including all the rates, fees, charges, and tariff adjustment mechanisms set out therein at the rates provided in the PSA, and authorizing applicant NONECO to charge and collect such rates, fees, charges, and tariff adjustment therein from its customers reckoned from the start of the supply by applicant ASPI to applicant NONECO under the PSA subject of this *Joint Application*; and
3. After hearing on the merits, **ISSUE** a Decision **APPROVING** the *Joint Application* and PSA, including all the rates, fees, charges, and tariff adjustment mechanisms set out therein at the rates provided in the PSA, and authorizing applicant NONECO to charge and collect such rates, fees, charges, and tariff adjustments therein from its customers reckoned from the start of the supply by applicant ASPI to applicant NONECO under the PSA.

Other relief just and reasonable are likewise prayed for.

Bacolod City and Quezon City for Pasig City, 10 February 2026.

<*Signature Pages Follow.*>

ONGCHUAN JAVELOSA LAW OFFICES

Counsel for Aboitiz Solar Power, Inc.

3 Hilltop St., Horseshoe, Quezon City, 1112

Tel. No.: (02)77968273

Email: info@ojlawoffices.com

By:



MARY FELICCI ONGCHUAN

Roll of Attorneys No. 65610

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IBP No. 575481 – 12/29/2025 – Quezon City (2026)

MCLE Compliance No. VIII-0037376 – 04/14/2028

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MCLE Compliance No. VIII - 0038874 - 06-20-2028

NORTHERN NEGROS ELECTRIC COOPERATIVE, INC.

Co-Applicant

Crossing Tortosa, Barangay Tortosa
Manapla, Negros Occidental

By:



IRISH MAE V. RODRIGUEZ

ROLL No. 55995

IBP O.R. No. INV 565310; 12/12/25 – Bacolod City

PTR No. 0500509; 01/05/26 – Bacolod City

MCLE Compliance No. VIII-0016637; 12/02/24

Unit I-J Groundfloor Metrodome Building
Araneta St., Barangay Singcang Airport
Bacolod City

Email address: irishmaerodriguez@yahoo.com

Mobile Number: (63)917-129-2739

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

I, **ROWENA ROMERO**, of legal age, Filipino and with office address at 12F Ayala Triangle Gardens Tower 2, Paseo de Roxas cor. Makati Ave., Makati City after having been duly sworn in accordance with law, hereby depose and state that:

1. I am the authorized representative of **ABOITIZ SOLAR POWER, INC. (ASPI)**, Co-Applicant in the above-captioned case, per attached Secretary's Certificate;

2. I 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 my own personal knowledge, belief and on authentic records of ASPI, all the allegations contained therein on the part of ASPI 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. ASPI 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 I 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 said fact within five (5) days from discovery thereof to this Honorable Commission.

IN WITNESS WHEREOF, I have hereunto set my hand this FEB 10 2026 at Makati City.


ROWENA ROMERO
Affiant

SUBSCRIBED AND SWORN to before me this FEB 10 2026 in Makati City. Affiant exhibited to me her Passport No. P7070628A issued at DFA Manila valid until May 6, 2028.

Doc. No. 207
Page No. 11
Book No. 11
Series of 2025


ATTY. RUBEN M. AZANES JR
NOTARY PUBLIC
ADM. MATTER NO.: NP-098 (2025-2026)
VALID UNTIL DECEMBER 31, 2026
IBP No.: 126827610 / 01-05-2026 / QC IBP ROLL NO.: 46427
PTR No. 8371171 / 01/05/2026 / QC/TIN 140-394-836-0001
MCLC Compliance No.: VIII-0023991 Valid until April 14, 2028
Add.: 2A 3rd Avenue 2nd Floor Bagong Lipunan ng Crame, Quezon City

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

We, **NICOLAS U. CAMARA, JOVESONIA S. DELGADO** and **ENGR. WILBE B. BILBAO**, both of legal age, Filipino and with office address at NONECO Main Office, Brgy. Tortosa, Manapla, Negros Occidental, 6120, Philippines, after having been duly sworn in accordance with law, hereby depose and state that:

1. We are currently the Board President, Board Secretary, and General Manager, respectively of **Northern Negros Electric Cooperative, Inc. (NONECO)**, an electric cooperative duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Barangay Tortosa, Manapla, Negros Occidental 6120 Philippines, Co-Applicant in the above-captioned case, per attached Secretary's Certificate;

2. We have caused the preparation and filing of this *Joint Application "In the Matter of the Application for the Approval of the Power Supply Agreement Between Northern Negros Electric Cooperative, Inc. (NONECO) and Aboitiz Solar Power, Inc. (ASPI), With Prayer for Provisional Authority or Interim Relief and Motion for Confidential Treatment of Information"* and have read the contents thereof, and, based on our own personal knowledge, belief and on authentic records of NONECO, all the allegations contained therein on the part of NONECO 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. We have been duly authorized by the Board of Directors of NONECO to prepare and sign on its behalf this Verification and Certification of Non-Forum Shopping. A copy of said authority is attached as an Annex of the Application;

4. We have read the contents of the said Application, and certify that the allegations therein are true and correct based on our personal knowledge and on authentic records and/or documents in the possession of NONECO. The factual allegations in the Application are supported by evidence;


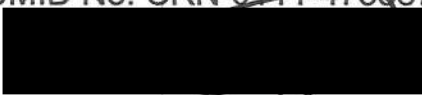
5. Pursuant to the amended Rules of Civil Procedure which took effect on 01 May 2020, the Application is not filed to harass, to cause unnecessary delay, or needlessly increase the cost of litigation, and the factual allegations therein have evidentiary

support or, if specifically so identified, will likewise have evidentiary support after a reasonable opportunity for discovery;

6. NONECO 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

7. 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, I shall report said fact within five (5) days from discovery thereof to this Honorable Commission.

IN WITNESS WHEREOF, we have hereunto set our hand this _____ at _____.


NICOLAS U. CAMARA
Affiant
UMID No. CRN-0111-4753876-4

ENGR. WILBE D. BILBAO
Affiant
Driv. Lic. No. F06-14-000180


JOVESONIA S. DELGADO
Affiant
Passport No. P0209883B

SUBSCRIBED AND SWORN to before me **FEB 11 2026** in Bacolod City, Negros Occidental, exhibiting to me their valid identification card (ID) written below their names, and they acknowledged to me that they are the same person who executed the foregoing Verification and Certification Against Forum Shopping.

Doc. No. 097;
Page No. 020;
Book No. VI;
Series of 2026.


ATTY. JEMIMA GRACE D. HECITA
Notary Commission No. 025-09-NP
For the cities of Silay & Victorias and
Municipalities of E.B. Magalona & Manapla
Commission valid until December 31, 2026
Roll No. 96036
IBP OR No. INV 564047 / December 8, 2025 / Negros Occidental
PTR No. 7527403 / January 5, 2026 / Manapla
Admitted to the Bar 2025
GF #3, Gustilo Town Center, Northland Hotel & Resort, Brgy. 1A, Manapla, Negros Occidental
attyjemimagracehecita@gmail.com



ABOITIZ SOLAR POWER, INC.

REPUBLIC OF THE PHILIPPINES)
CITY OF MAKATI) S.S.

SECRETARY'S CERTIFICATE

I, **RANULFO J. JAVELOSA III**, Filipino, of legal age and with office address at Ayala Triangle Gardens Tower 2, Paseo de Roxas corner Makati Avenue, Makati City, after having duly sworn in accordance with law, hereby depose and state that:

1. I am the Corporate Secretary of **ABOITIZ SOLAR POWER, INC.** (the "Company"), a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at NAC Tower, 32nd Street, Bonifacio Global City, Taguig City, Metro Manila, Philippines.
2. At the Regular Board Meeting held on **February 04, 2026**, at which meeting a quorum was present and acting throughout, the following resolutions were unanimously passed and approved:

"RESOLVED, that the Board of Directors of **ABOITIZ SOLAR POWER, INC.** (the "Company") authorizes, as it hereby authorizes the Company to file an application before the Energy Regulatory Commission ("ERC") for the approval of the Power Supply Agreement between the Company and NORTHERN NEGROS ELECTRIC COOPERATIVE, INC. ("NONECO") (the "Application") with motion for confidential treatment of information and prayer for provisional authority and/or interim relief;

RESOLVED FURTHER, that the Company authorizes, as it hereby authorizes any one (1) of ATTYS. PAUL B. SORINO, CELENI KRISTINE G. GUINTO, LEO ANGELO E. FORNESA, ROSANNE JELI G. MAGTAGÑOB, NIÑA DIANNE R. SANTIAGO, or any other person appointed by any one (1) of them or ONGCHUAN JAVELOSA LAW, or any of the firm's partners, members, or associates, where applicable:

- a. File the Application and to represent the Company, and to appear, for or on its behalf, in all proceedings, including pre-trials, hearings, meetings and discussions before the ERC in respect of the Application, and to perform any and all acts and deeds to submit and sign such documents and pleadings necessary to implement this authority;
- b. Act as agent, and appear on behalf of the Company in the proceedings relation to the Application, with full power to make commitments and take positions, and to consider: (i) the possibility of an amicable settlement or a submission to arbitration, mediation or other modes of alternative dispute resolution; (ii) the simplification of the issues; (iii) the necessity or desirability of amendments to the pleadings; (iv) the possibility of obtaining stipulations or admissions of facts and of documents totally or partially to avoid unnecessary proof; (v) the limitation of the number of witnesses or time allocated to particular witnesses and issues; (vi) the advisability of a preliminary reference of issues to a commissioner; (vii) the necessity or desirability of having an expository hearing or consumer forum; (viii) the procedures at the hearing and hearing schedule; (ix) the submission of

written testimonies and exhibits to be offered and the marking thereof; (x) the agreements regarding service of documents; and such other matters that may aid in the prompt disposition of such (xi) proceedings;

- c. Negotiate, conclude, enter into and execute a compromise or amicable settlement of the Application, if appropriate, or to submit the Application to alternative modes of dispute resolution, under such terms and conditions as they may deem just and reasonable;
- d. File any appeal or represent the Company in further proceedings related to the Application; and
- e. Do and perform, for and on behalf of the Company, any act and deed relating to the Application which the Company could legally do and perform;

RESOLVED FURTHER, that in connection with the foregoing, the Company authorizes any one (1) of the following authorized representatives:

Name	Designation
Rowena Romero	Attorney-in-Fact
Ladylyn Salvanera	Attorney-in-Fact
Lawrence Cua	Attorney-in-Fact

to execute, sign, and deliver the Verifications, Certifications of Non-Forum Shopping such other document which may be required in the filing and during the course of the Application; and/or appoint any other person to execute, sign, and deliver the foregoing documents for and on behalf of the Company;

RESOLVED FURTHER, that the Company authorizes any one (1) of the following:

Name	Designation
Michael Vincent Baltazar	Attorney-in-Fact

to represent the Company as a witness, and/or appoint any other person to act as witness for the Company as may be necessary, during the hearing of the Application;

RESOLVED FINALLY, that the Company affirms, confirms, and ratifies all that the foregoing representatives have done in accordance with the foregoing resolutions”

- 3. These board resolutions have not been revoked, amended or modified and are in full force and effect as of the date hereof.
- 4. The foregoing statements are in accordance with the records of the Company.

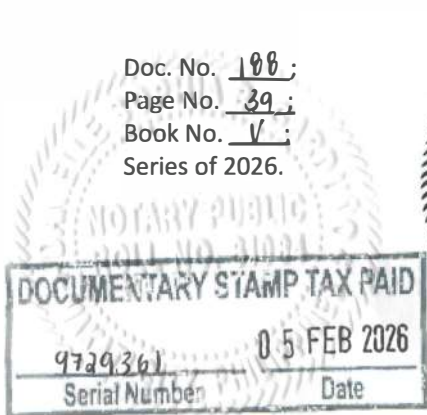
IN WITNESS WHEREOF, I have hereunto set my hand this 05 FEB 2026 in Makati City, Philippines.



RANULFO J. JAVELOSA III
Corporate Secretary^{RBG}

SUBSCRIBED AND SWORN to before me this 05 FEB 2026 in Makati City, Philippines. Affiant, who is personally known to me, exhibited to me his Passport No. P6971867B issued on June 12, 2021 at DFA NCR East.

Doc. No. 100 ;
Page No. 39 ;
Book No. V ;
Series of 2026.



ATTY. DANIELLE SOPHIA B. GARDUÑO
Notary Public for Makati City
Notarial Commission No: M-489 (2025-2026)
Until December 31, 2026

Ayala Triangle Gardens Tower 2, Paseo De Roxas
corner Makati Avenue, Makati City
Roll No: 81084, Admitted to the Bar 21 May 2022
PTR No: MKT10766275, 05 January 2026, Makati City
IBP No: 572602, 26 December 2025, Makati Chapter
MCLE Compliance No: VIII-0038885



NORTHERN NEGROS ELECTRIC COOPERATIVE, INC. (NONECO)

Bo. Tortosa, Manapla, Negros Occidental
Trunk line (034) 488-7050 PLDT Local # OGM 1000, FSD 1008,
TSD 1009, ISD 1012/1011, CORPLAN 1010

EXCERPT FROM THE MINUTES OF THE REGULAR BOARD MEETING OF THE NONECO BOARD OF DIRECTORS HELD AT NONECO MAIN OFFICE, BO. TORTOSA, MANAPLA, NEGROS OCCIDENTAL ON NOVEMBER 25, 2025

PRESENT:

Nicolas U. Camara	-	President
Chulip J. Abelido	-	Vice President (Internal)
Joey Francis P. Pugales	-	Vice President (External)
Jovesonia S. Delgado	-	Secretary
Mardy Maita T. Dinorog	-	Treasurer
Albert P. Chan	-	Assistant Treasurer
Alvin B. Villaruz	-	Auditor
Felix S. Gustilo	-	Member
Engr. Wilbe B. Bilbao	-	General Manager/Ex-Officio Member
Atty. Rossan SJ. Rosero-Lee	-	Project Supervisor (Via Zoom)

Resolution No. 219

Series of 2025

RESOLUTION AUTHORIZING THE PRESIDENT, SECRETARY, AND GENERAL MANAGER TO SIGN THE POWER SUPPLY AGREEMENT BETWEEN NORTHERN NEGROS ELECTRIC COOPERATIVE, INC. (NONECO) AND ABOITIZ SOLAR POWER, INC. (ASPI), AND TO SIGN AND EXECUTE THE VERIFICATION AND CERTIFICATION OF NON-FORUM SHOPPING FOR THE ERC APPLICATION

WHEREAS, the Board anticipates the timely completion of Power Supply Agreement (PSA) negotiation with Aboitiz Solar Power, Inc. (ASPI);

WHEREAS, formal execution of the finalized PSA and the subsequent filing of the Joint Application with the ERC require the explicit authority of the Board to designate authorized signatories;

WHEREAS, the Cooperative's policies require the President, Secretary, and the General Manager to be authorized to sign major contracts and regulatory compliance documents, to wit:

- Sign and execute the final version of the Power Supply Agreement with Aboitiz Solar Power, Inc. (ASPI)
- Sign and execute on behalf of NONECO the Verification and Certification of Non-Forum Shopping (VCNFS) for the Joint Application to be filed before the ERC, and to sign any other related documents or correspondence required by the ERC;

NOW, THEREFORE, on motion of DIR. ALBERT P. CHAN and duly seconded by DIR. MARDY MAITA T. DINOROG, **THE BOARD RESOLVES AS IT IS HEREBY RESOLVED**, to authorize the President, Secretary, and General Manager to Sign the Power Supply Agreement Between Northern Negros Electric Cooperative, Inc. (NONECO) and Aboitiz Solar Power, Inc. (ASPI), and to Sign and Execute the Verification and Certification of Non-Forum Shopping for the ERC Application;

RESOLVED FURTHER, that all actions undertaken by the President, Secretary, and the General Manager pursuant to this Resolution are hereby confirmed and ratified.

RESOLVED FINALLY, to furnish a copy of this resolution to the National Electrification Administration (NEA) for their information and reference.

UNANIMOUSLY CARRIED.

Coverage Area: EB Magalona, Victorias City, Manapla, Cadiz City, Sagay City, Escalante City, Toboso, Calatrava and San Carlos City



NICOLAS U. CAMARA
President



CHULIP J. ABELIDO
Vice President (Internal)



JOEY FRANCIS P. PUGALES
Vice President (External)



JOVESONIA S. DELGADO
Board Secretary



MARDY MAIFA T. DINOROG
Treasurer



ALBERT P. CHAN
Assistant Treasurer



ALVIN B. VILLARUZ
Auditor



FELIX S. GUSTILO
Member



ENGR. WILBE B. BILBAO
General Manager

Approved/Disapproved By:



ATTY. ROSSAN S.J. ROSERO-LEE
Project Supervisor