

Republic of the Philippines
ENERGY REGULATORY COMMISSION
Pasig City

IN THE MATTER OF THE
APPLICATION FOR APPROVAL
OF THE POWER SUPPLY
AGREEMENT (PSA) BETWEEN
NORTHERN NEGROS
ELECTRIC COOPERATIVE, INC.
(NONECO) AND SUAL POWER
INC. (SPI), WITH MOTION FOR
CONFIDENTIAL TREATMENT
OF INFORMATION

ERC Case No. 2026-057 RC

April 17, 2026

NORTHERN NEGROS
ELECTRIC COOPERATIVE, INC.
(NONECO) AND SUAL POWER
INC. (SPI),

Applicants.

x ----- x

JOINT APPLICATION

JOINT APPLICANTS **Northern Negros Electric Cooperative, Inc. (NONECO)** and **Sual Power Inc. (SPI)**, by and through their respective counsels, and unto this Honorable Commission most respectfully state:

PARTIES

1. Applicant NONECO is an electric cooperative duly organized and existing under and by virtue of the laws of the Philippines, with principal office address at Brgy. Tortosa, Manapla, Negros Occidental, represented in this instance by its General Manager, **Engr. Wilbe B. Bilbao**, of legal age, Filipino, married and with office address also at NONECO Main Office.
2. SPI is a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office

address at 5th Floor, C5 Office Building Complex, #100 E. Rodriguez Jr. Avenue, C5 Road, Bo. Ugong, Pasig City 1604;

3. SPI is a subsidiary of San Miguel Global Power Holdings Corp. (SMGPHC) and is the owner of the 1,294 MW Sual Coal-Fired Thermal Power Plant located in Barangay, Pangascsan, Sual, Pangasinan;
4. Joint Applicants may be served with notices, orders, and other processes of this Honorable Commission through their respective counsel at the addresses indicated herein;

NATURE OF THE APPLICATION

5. The Joint Application for approval of the Power Supply Agreement (“PSA”) entered into by and between NONECO and SPI, 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 (the “EPIRA”), Rules 5, Section 4(e)³ and 11, Section 5⁴ of its Implementing Rules and Regulations (IRR), Rule 20(B) of its Rules of Practice and Procedure, and other pertinent rules and regulations.

STATEMENT OF FACTS

6. Based on its Supply-Demand Scenario for the years 2015 to 2036, NONECO expects the peak demand within its franchise area to rise from 55.91 MW to 90.60 MW between 2026 and 2036. Recently (i.e., in December 2025), NONECO has a deficit in its portfolio of 20.92 MW. A copy of NONECO’s Supply-Demand Scenario is attached as Annex “07”.

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

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

³ Prior to the implementation of Open Access and Retail Competition, the prices charged by a Generation Company for the Supply of Electricity shall be subject to ERC regulation on the Retail Rates charged by Distribution Utilities and transition supply contracts (TSCs) as specified in Section 67 of the Act.

⁴ Limits on Bilateral Supply Contracts by a Distribution Utility.

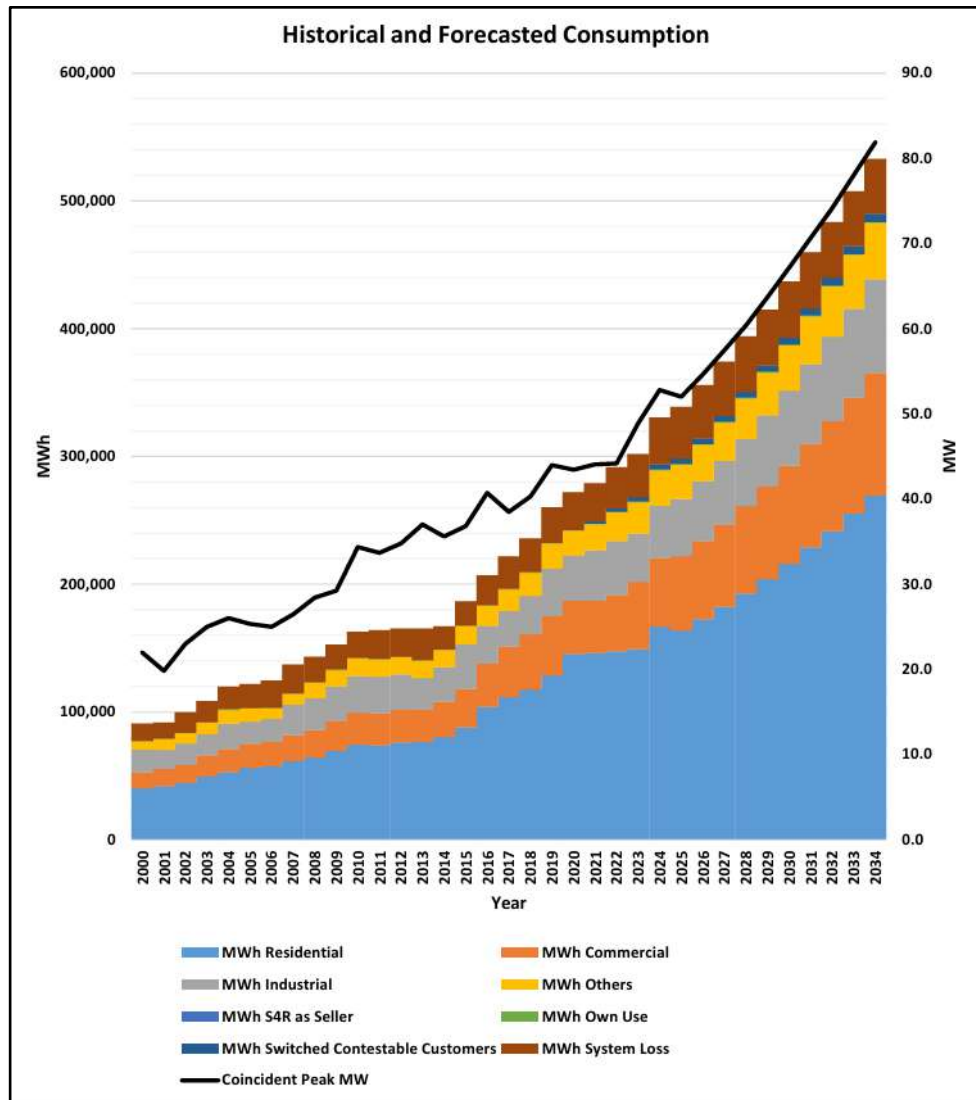


Figure 1. NONECO's historical and forecasted consumption data.⁵

7. Thus, pursuant to Section 23 of the EPIRA, its Distribution Development Plan 2025 ("2025 DDP"), and its Power Supply Procurement Plan 2025 ("2025 PSPP"), NONECO conducted a competitive selection process ("CSP") for the supply of 5 MW peaking capacity for a period of ten (10) years. Copies of NONECO's 2025 DDP and 2025 PSPP are attached as Annexes "18A" and "18B" respectively.
8. On June 25 and July 2, 2025, NONECO published the Invitation to Bid (the "ITB") in the Philippine Star and Visayan Daily Star. On June 25, 2025, NONECO also caused the posting of the ITB on its website and social media page and on the National Electrification Administration's ("NEA's") website. A copy of the ITB is attached as Annex P.
9. From June 27 to August 7, 2025, NONECO made available the bidding documents, including the Instructions to Bidders. A copy of the Instructions to Bidders is attached as Annex Q.

⁵ See DDP (**Annex 18A**), p. 14.

10. NONECO held pre-bid conferences on July 17 and 24, 2025 and issued bid bulletins from July 9 to August 20, 2025. On August 7, 2025, it issued the Final Instructions to Bidders.
11. On August 28, 2025, the following GenCos submitted bids:
 - Therma Marine Inc.; and
 - Sual Power Inc., (collectively, the “Bidders”).

Copies of the bids submitted by these GenCos are attached as Annex “S-6”.

12. On August 28, 2025, NONECO opened the bids and determined that all of the Bidders had passed the (a) Eligibility Requirements and Technical Proposal, and (b) Bid Security and Financial Proposal.
13. After careful consideration of the submitted bids, NONECO determined that SPI’s bid to be the most advantageous for its captive market.
14. Thus, on October 27, 2025, NONECO’s Bids and Awards Committee (“BAC”) issued Resolution No. 3, Series of 2025 (“Resolution No. 3”) declaring SPI’s bid as the Lowest Calculated Responsive Bid (“LCRB”) and recommending to the Board of Directors that SPI be awarded a PSA. A copy of BAC Resolution No. 3 is attached as Annex U-1.
15. On November 3, 2025, NONECO’s Board of Directors issued Resolution No. 194, Series of 2025 (“Resolution No. 194”) adopting BAC Resolution No. 1 and requesting NEA to issue a Notice of Award in favor of SPI. A copy of Resolution No. 194 is attached as Annex U-1.
16. In a letter dated November 13, 2025, NEA informed NONECO that it “poses no objection” to the awarding of the PSA to SPI.
17. Thus, NEA issued a Notice of Award to SPI dated November 18, 2025 (the “Notice of Award”) declaring that it had submitted the LCRB. In a letter dated November 18, 2025, NONECO informed SPI of the issuance of the Notice of Award and the following information pertinent to the CSP:

Item	Detail
Winning Bidder	Sual Power Inc (SPI)
Procurement Type	Peaking PSA - Physical
Contracted Capacity	5 MW
Contract Term	10 Years
Contract Commencement	December 26, 2025, or the 26th day of the calendar month immediately following the month in which the Energy Regulatory Commission ("ERC") issues a Provisional Authority or Interim Relief, as applicable, or Final Authority, if neither Provisional Authority or Interim Relief was issued.
Winning Generation Charge	PhP 7.5899/kWh (Levelized Cost of Electricity - LCOE)
BAC Resolution No. (Award)	BAC Resolution No. 3, Series of 2025
NEA Endorsement for CSP Posting	NEA Certificate of Conformity (COC) No. NEA-RAO-COC-2025-07 dated 10 June 2025, with Notice to Commence from NEA dated 10 June 2025

18. Copies of the Notice of Award and NONECO's November 18, 2025 letter are attached as Annexes U and V respectively.
19. Hence, NONECO and SPI hereby submit the instant Joint Application for the evaluation/approval of the PSA by the Honorable Commission.

SALIENT TERMS OF THE PSA

20. The PSA between NONECO and SPI, a copy of which is hereto attached as **Annex "01"**, contains the following salient features:
- a. Term

This Agreement shall take effect immediately from Effective Date, and shall remain in force and effect for ten (10) years, reckoned from the Delivery Date, unless sooner

terminated in accordance with the Agreement and upon approval by the ERC. xxx

The Seller shall commence the delivery of Contract Capacity to Buyer on Delivery Date. The Delivery Date shall be the later of either:

1. December 26, 2025: or
2. The 26th Day of the month immediately following the month in which the ERC issues a Provisional Authority or Interim Relief, as applicable, or Final Authority, if neither Provisional Authority nor Interim Relief was issued.

b. Performance Bond

The Performance Bond amount shall be FIFTEEN MILLION PESOS (PhP15,000,000.00), which shall be effective from ten (10) Days from the execution of this Agreement until the expiration of the Term to guarantee Seller's Performance of its obligations under this Agreement. The Performance Bond shall be returned to Seller within five (5) Days after the end of the Term unless sooner terminated in accordance with this Agreement.

c. Security Deposit

The Buyer shall not be required to post Security Deposit upon the execution of this Agreement.

In the event that the Buyer fails to fully pay one (1) undisputed Seller's Invoice, the Buyer shall be required to post a Security Deposit.

d. Form of Security Deposit

The Security Deposit, when required under this Agreement, shall be posted by the Buyer within five (5) Days from receipt of Seller's Notice of Collection. Failure of the Buyer to post the required Security Deposit within such period shall be deemed a Buyer's event of default pursuant to Section 10 and may result to the suspension of supply, disconnection or termination of this Agreement.

The amount of the Security Deposit shall be equivalent to the Buyer’s lowest monthly generation cost with the Seller over the past twelve (12) Billing Periods, and shall be in the form of cash, cash bond, manager’s or cashier’s check, bank certified check, irrevocable stand-by letter of credit, surety bond or bank guarantee “callable on demand” issued by a financial institution.

e. Contract Capacity

Beginning on the Delivery Date, until the termination or expiration of this Agreement, Seller shall supply and deliver Contract Capacity and Contract Energy as detailed in Schedule 2, to Buyer at the Delivery Point, and the Buyer shall purchase and pay Seller the Contract Capacity and Contract Energy at the Electricity Fees contained in Schedule 7 resulting from the CSP and subject to ERC Approval.

SCHEDULE 2
CONTRACT CAPACITY AND CONTRACT ENERGY

Billing Period	Hours *	Contract Capacity (kW)	Contract Energy (kWh)
26 Dec. to 25 Jan.	4	5,000	620,000
26 Jan. to 25 Feb.	4	5,000	620,000
26 Feb. to 25 Mar.	4	5,000	560,000 1/
			580,000 2/
26 Mar. to 25 Apr.	4	5,000	620,000
26 Apr. to 25 May	4	5,000	600,000
26 May to 25 Jun.	4	5,000	620,000
26 Jun. to 25 Jul.	4	5,000	600,000
26 Jul. to 25 Aug.	4	5,000	620,000

26 Aug. to 25 Sep.	4	5,000	620,000
26 Sep. to 25 Oct.	4	5,000	600,000
26 Oct. to 25 Nov.	4	5,000	620,000
26 Nov. to 25 Dec.	4	5,000	600,000

NOTE:

1/ Non-Leap Year

2/ Leap Year

3/ At 100% Capacity Utilization Factor ("CUF") of four (4) hours

**a. 1800H - 2200H – September to January billing period*

b. 1900H - 2300H – February to August billing period

f. Outages

The Seller is allowed Scheduled Outages not to exceed **Zero (0) hours** for each Contract Year as set forth in Schedule 6, during which times reduced or no deliveries from the Facility will be available to the Buyer, subject to ERC rules and regulations on Reliability Performance Indices.

The Seller is allowed Unscheduled Outages not to exceed **Zero (0) hours** for each Contract Year as set forth in Schedule 6, during which times reduced or no deliveries from the Facility will be available to the Buyer, subject to ERC rules and regulations on Reliability Performance Indices.

g. Replacement Power

In case of outages, the procurement of any Replacement Power shall be the responsibility of the Seller; provided that, the Seller may, but has no obligation, to provide Replacement Power during Force Majeure. In the event of failure of the Seller to provide the Contract Capacity and Contract Energy, the Buyer shall be allowed to source the Replacement Power at the expense of the Seller; provided, however, that the rates to be charged for the procurement of Replacement Power shall be a) the actual price of the Replacement Power, or b) the approved charge for the PSA, whichever is lower.

h. Electricity Fees and Monthly Payments

TABLE 1. ELECTRICITY FEES

Component	PhP/kWh
Capital Recovery Fee ("CRF")	3.9000
Fixed Operation and Maintenance ("FOM") Fee	0.7500
Variable Operation and Maintenance ("VOM") Fee	0.1000
Fuel Fee ("FF")	Pass-through

Monthly Payment shall be the amount, in PhP, to be paid by the Buyer to the Seller for the supply of Contract Capacity and Contract Energy for every Billing Period, computed as follows:

$$\text{Monthly Payment, PhP} = (CRF + FOM + VOM + FF) * CE$$

Where:

CRF = the applicable Capital Recovery Fee, in PhP/kWh, as contained in Table 1

FOM = the applicable Fixed Operation and Maintenance Fee, in PhP/kWh, as contained in
Table 1

VOM = the applicable Variable Operation and Maintenance Fee, in PhP/kWh, as contained in Table 1

FF = the "pass-through" Fuel Fee based on supporting documentations as follows:

1. Summary of total fuel cost: A summary statement showing the total Fuel Fee for the relevant Billing Period, with a detailed breakdown of all cost components (fuel commodity and non-fuel commodity costs or NFCC).
2. Relevant fuel supplier's invoice and other relevant documents to support NFCC.

CE = shall refer to the Contract Energy, in kWh, applicable for each relevant Billing Period as contained in Schedule 2 of this Agreement.

NOTES:

1. CRF, FOM and VOM Fees shall be fixed/non-escalating throughout the duration of the Agreement.
2. The Buyer shall likewise pay the Seller all other applicable charges such as, but not limited to, WESM Charges other than Line Rental, Replacement Power charge, if any and applicable Value Added Tax ("VAT").
3. Actual Line Rental Charges up to the LR Cap of PhP0.6000/kWh shall be for the account of the Buyer. Line Rental charges beyond the LR Cap shall be for the account of the Seller.

i. Taxes and Other Charges

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

Further, Buyer shall bear all cost of Transmission service from the Delivery Point up to the receiving point including, but not limited to, the cost of any electric losses incurred in such Transmission.

j. WESM Charges and Line Rental

All WESM charges duly attributable to the Buyer shall be borne by the Buyer, except for the Line Rental charge beyond PhP0.6000/kWh (the "LR Cap") of the Contract Energy as indicated in Schedule 2 of this Agreement which shall be for the account of the Seller.

For the avoidance of doubt, the Line Rental charge for the account of the Buyer shall be any amount within the LR Cap.

21. The Joint Application is likewise consistent with Section 1 of Department Circular No. DC2021- 09-0030 which declares as State policy, that:

"All distribution utilities must henceforth take cognizance and assume full responsibility to forecast, assure and contract for the supply of electric power in the respective franchise areas to meet their obligations as a distribution utility." (*Underscoring supplied*).

22. By way of emphasis, Resolution No. 21, Series of 2005 of the Honorable Commission dated 19 October 2005 had directed all Distribution Utilities (DUs) "to enter into future bilateral power

supply contract with power producers to be subjected to a review by the Commission.” (Underscoring supplied).

23. The PSA with SPI was made to ensure the continuous supply of power to NONECO due to the former’s competitive pricing structure and other favorable terms of its contract, which will redound to the benefit of the latter and its end-consumers in terms of reliable and affordable power supply

RATE IMPACT ON NONECO’S OVERALL GENERATION RATE

24. As mentioned above, NONECO currently has a deficit of 20.92 MW in its supply portfolio. Nevertheless, even if the PSA is implemented, NONECO foresees that its deficit will gradually increase per year from 4.56 MW up to 34.05 MW between 2026 and 2036. Thus, NONECO needs stable and reliable sources of power to insulate its Member-Consumer-Owners (“MCOs”) from the volatile prices of the Wholesale Electricity Spot Market (“WESM”).

25. Based on NONECO’s one (1)-year simulation, the PSA’s implementation will decrease NONECO’s Blended Generation Rate by PhP 0.5788 /kWh as shown below:

I. SCENARIO 1: WITHOUT NONECO-SPI, 5 MW PEAKING

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
PALM 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-SPI, 5 MW PEAKING

Power Supplier	Forecasted Quantity (kWh)	Amount (PhP)	Percent Share (%)	Resulting Capacity Utilization Factor	2025 Average Rate (PhP/kWh)	Weighted Average Rate (PhP/kWh)
SUAL POWER INC. (SPI)	7,300,000.00	59,271,620.00	2.11%	25%	8.1194	0.1711
GREEN CORE GOETHERMAL, INC. (GCGI)	26,280,000.00	173,610,936.00	7.59%	100%	6.6062	0.5012
PALM CONCEPCION POWER CORPORATION (PCPC)	92,856,000.00	814,309,977.60	26.81%	70%	8.7696	2.3509
WHOLESALE ELECTRICITY SPOT MARKET (WESM)	219,938,909.13	1,780,712,504.15	63.50%		8.0964	5.1410
TOTAL	346,374,909.13	2,827,905,037.75	100%			8.1643

Note: There is a decrease of in Weighted Average Rate of 0.5788PhP/kWh.

**Generation Rate Impact
(PhP/kWh)**

0.5788

26. A copy of NONECO’s Rate Impact Analysis is attached as Annex “26D-02”.

27. The implementation of the PSA is vital to ensuring that NONECO's peaking requirements are met. NONECO's forecasted average and peak daily load curves are as follows:

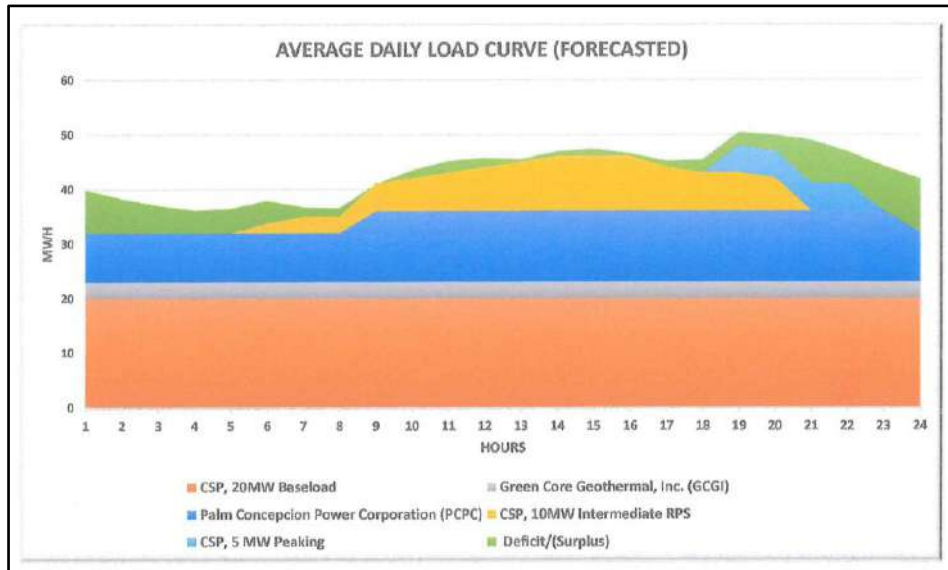


Figure 2. NONECO's forecasted average daily load curve.⁶

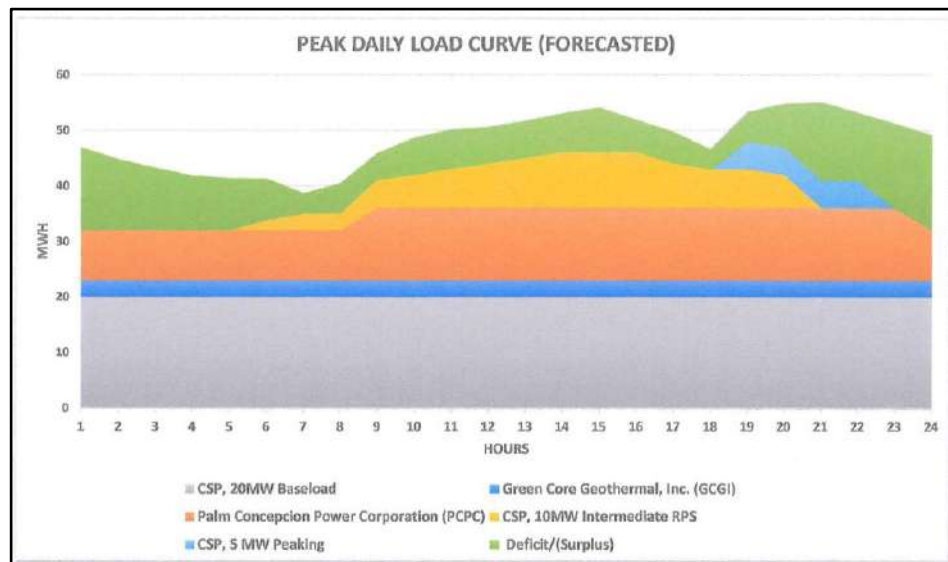


Figure 3. NONECO's forecasted peak daily load curve.⁷

28. Likewise, the Applicants provide the following documents for the evaluation of the Joint Application:

DESCRIPTION OF DOCUMENT	ANNEX
Technical Prefiling	
Power Supply Agreement between NONECO's and SPI executed on 23 January 2026.	"01"

⁶ See Supply-Demand Scenario (**Annex 18**), pp. 36 and 40.

⁷ See Supply-Demand Scenario (**Annex 18**), pp. 36 and 39.

NONECO's Business Registration	"02"
NONECO Secretary Certificate _ List of BOD	"03"
SPI's Articles of Incorporation	"04"
SPI's By-Laws	"04A"
SPI's General Information Sheet	"04B"
SPI's Certificate on Previously Submitted Documents (Previous submissions from ERC Case 2025-018 RC and 2024-103 RC): <ul style="list-style-type: none"> • SPI's Certificate of Incorporation, Articles of Incorporation and By-Laws. • SPI's Verified Certification showing list of Board of Directors and the Board Members of the Ultimate Parent Company. • SPI's General Information Sheet (GIS). • SPI's Certification on Documents Previously Submitted (Section 22, ERC Resolution 16, series of 2023) containing the Documents Related to Fuel <i>*(confidential)</i>⁸ • SPI's Affidavit of Undertaking to Submit its Transmission Service Agreement ("TSA") 	"05" ⁹
SPI's Provisional Authority to Operate	"10"
NONECO's Demand Side Management	"16"
Certificate of Non-Applicability from NPC_TSC	"17"
NONECO Supply-Demand Scenario	"18"
NONECO Distribution Development Plan (DDP)	"18A"
NONECO Power Supply Procurement Plan (PSPP)	"18B"
NONECO's Single Line Diagram	"19"
NONECO's Performance Assessment Reliability	"20"
NONECO's Potential Demand Reduction	"21"
Transmission Service Agreement	"22"
Operation and Maintenance Agreement <i>(confidential)</i>	"23"
Executive Summary of the PSA.	"24"
SPI's Write-ups on Generation Rate, Derivation, and Related Documents <i>*(confidential)</i>	"25" and series
SPI's Rate Derivation <i>*(confidential)</i>	"26"
Sample Computation of Rates	"26D"

⁸ Annex 05A

⁹ Annex "05" includes the Annexes "07", "08", "09", "11", "12", "13", "14", "15", "23A", "23B", "23C", "23E", "23F", "29", "30". "32B", "32D", and "32E-01" in the Technical Pre-Filing requirements.

Rate Impact Analysis	"26D-02"
Write-up on the Simulation of the number of operating units necessary to meet the MEOT.	"32C"
NONECO's WESM Registration and Certificate	"32E-02"

Legal Prefiling	
NONECO and SPI's Certificate of Email Registration (CER)	"A"
NONECO and SPI's Verified Declaration	"A-1"
NONECO and SPI's Verification and Certification Against Forum Shopping (VCAFS)	"C-1"
Authority of the Counsel to File the Subject Application	"D"
Authority of Affiant to execute Verification or CAFS for the Subject Application	"E"
SPI's Secretary's Certificate	"D-1" and "E-1"
Proof of Service to LGUs	"F" and series
Affidavit of Publication	"G"
Newspaper where the Joint Application was published	"G-1"
NONECO Brief Description of the CSP Conducted	"H"
NONECO CSPBAC Establishment	"I"
NONECO CSP Observers	"J"
NONECO Invitation to Bid (ITB)	"K"
NONECO Certificate of Conformity (COC) from NEA	"L"
NONECO Publication of the ITB	"M"
NONECO Posting of the ITB	"N"
NONECO Instruction to Bidders	"O"
NONECO Terms of Reference	"P"
NONECO Pre-Bid Conference	"Q-1"
NONECO Supplemental Bid Bulletin	"Q-2"
Executive Summary	"R-1"
Organizational Structure	"R-2"
Registration Certificate	"R-3A"
General Information Sheet	"R-3B"
Power of Attorney and Other Documents	"R-3C"
Sworn Attestation Against Corruption	"R-3D"
Sworn Attestation of No Conflict of Interest	"R-3E"
Technical Capability Information	"R-4"
Financial Information	"R-5"
Form Acceptance of Bidding Procedures	"S-1"

Form and Amount of the Bid Security	"S-2"
Form and Amount of Performance Security and Warranty	"S-3"
Certification or Undertaking of the Bidder	"S-4"
Financial Bid Forms	"S-6"
Draft Contract (PSA)	"S-7"
NONECO Evaluation of Bids	"T-1 to T-3"
NONECO Resolution of the PSPBAC	"U-1"
NONECO Abstract of Bids	"U-2"
NONECO Bid Evaluation Report	"U-3"
Proposals/Offer Received	"U-4"
NONECO Notice of Award	"U-5"
Execution and Signing of the PSA	"V-1"
Posting of the Performance Bond	"V-2"
NONECO Notice to Proceed	"V-3"
NONECO Affidavit of the PSPBAC on the Conduct of CSP	"V-4"
Protests and Dispute Resolution	"W"

MOTION FOR CONFIDENTIAL TREATMENT OF INFORMATION

29. Under the ERC Revised Rules of Practice and Procedure, 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 NONECO and SPI pray for the confidential treatment of the information contained in the following annexes:

Documents and/or Information	Annex
SPI's Certificate on Previously Submitted Documents. Documents Related to Fuel	Annex "05A"
Operation and Maintenance Agreement	Annex 23
SPI's Write-ups on Generation Rate, Derivation, and Related Documents	Annex "25" and series
SPI's Rate Derivation	Annex "26"
Financial Bid Forms	Annex "S-6"

30. Annexes "S-6" and Series contain the details of the breakdown of generation costs of other power suppliers who participated and submitted bid prices during the NONECO's CSO;

31. Annexes "05A", "23", "25" and series and "26" contain the details concerning the financial plans and power rate calculations of SPI as well as the manner by which these were derived. The subject information are proprietary in nature and should be protected as trade secrets as contemplated by law and jurisprudence. In the case of *Air Philippines Corporation vs. Pennswell, Inc.* (G.R. No. 172836, December 13, 2007), 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 independence source.”

32. The interest of the consuming public is sufficiently protected by the review and evaluation of the rates under the PSA by the Honorable Commission without the need to disclose the contents of Annexes “05A”, “23”, “25” and series and “26”. The reasonableness and transparency of the prices of electricity is to be assured by the Honorable Commission through its own review and verification of SPI’s generation costs;
33. More importantly, competitors of SPI, should they obtain the information in Annexes “05A”, “23”, “25” and series and “26” may gain undue advantage to the prejudice of SPI;
34. Joint Applicants hereby submit one (1) copy of the confidential documents in a sealed envelope, with the envelope and each page of the document stamped with the word “Confidential”;
35. Further, Joint Applicants would like to implore the discerning wisdom of the Honorable Commission to include in its issuance for this purpose the “procedures for the handling or returning the confidential information, as appropriate, upon the close of the proceedings or at the end of the period provided in this Rule”;
36. This is guided by the fact that Joint Applicants will seek for the return of these sought to be declared confidential annexes after its utilization as evidence in this case and/or at the close of the proceedings hereof, so as to relieve the Honorable Commission of the burden of safekeeping the trade secrets of SPI enclosed in the subject annexes;

PRAYER

WHEREFORE, premises considered, applicants Northern Negros Electric Cooperative, Inc. (NONECO) and Sual Power Incorporated (SPI) respectfully pray of this Honorable Commission:

- (i) **ISSUE** an Order treating Annexes “05A”, “22”, “25” and series, “26” and “S-6” 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, ensuring that these are not divulged to unauthorized persons, and that these confidential documents are returned to NONECO and SPI after the termination of this case pursuant to Rule 4 of Practice and Procedure; and,
- (ii) After hearing on the merits, **ISSUE** a Decision approving the Joint Application and the PSA between NONECO and SPI, including all the rates, fees, charges, and tariff adjustment mechanisms set out therein at the rates provided in the PSA, and authorizing NONECO to charge and collect such rates, fees, charges, and tariff adjustments therein from its end-users reckoned from the start of the supply by SPI to NONECO under the PSA.

Other reliefs, just and equitable, are likewise prayed for.

Bacolod City for Pasig City, 30 March 2026.

(Signature pages of counsels will follow)

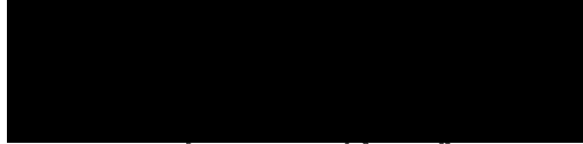
NORTHERN NEGROS ELECTRIC COOPERATIVE, INC.

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

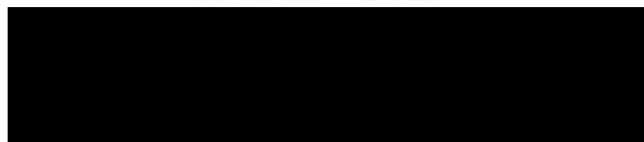
SUAL POWER, INC.⁹

By:



JUPITER M. CABAGUIO

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#100 E. Rodriguez, Jr. Ave., C5 Road, Bo. Ugong,
Pasig City 1604, Metro Manila
Telephone No. (02) 5317 1000 / jcabaguio@smgp.sanmiguel.com.ph
PTR No. 3977997 / 05 January 2026 / Pasig City
IBP Lifetime No. 06372 / Makati Chapter
MCLE Compliance No. VIII - 0032570 valid until 14 April 2028
Roll No. 47112



AVELINO G. CEDO III

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PTR No. 3977996 / 05 January 2026 / Pasig City
IBP Lifetime No. 010380 / PPLM Chapter
MCLE Compliance No. VIII - 0029077 valid until 14 April 2028
Roll No. 54500



JULIETA B. ESTAMO

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Telephone No. (02) 5317 1000 / jestamo@smgp.sanmiguel.com.ph
PTR No. 3978000 / 05 January 2026 / Pasig City
IBP Invoice No. 536845 / 07 January 2026 /
Central Luzon Bulacan Chapter
MCLE Compliance No. VIII-0016943 valid until 14 April 2028
Roll No. 39024

⁹ Other registered email: regulatorycompliance@smcgph.sanmiguel.com.ph

**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 APPROVAL OF POWER SUPPLY AGREEMENT (PSA) NORTHERN NEGROS ELECTRIC COOPERATIVE, INC. (NONECO) AND SUAL POWER INC. (SPI) WITH MOTION FOR CONFIDENTIAL TREATMENT OF INFORMATION AND PRAYER FOR PROVISIONAL AUTHORITY AND/OR INTERIM RELIEF"* 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 _____.

[Redacted Signature]

NICOLAS U. CAMARA
Affiant

[Redacted Signature]

JOVESONIA S. DELGADO
Affiant

[Redacted Signature]

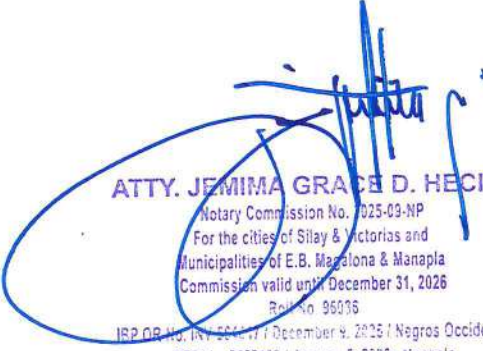
ENGR. WILBE B. BILBAO
Affiant

[Redacted Signature]

SUBSCRIBED AND SWORN to before me this MAR 3 1 2026

VICTORINO DELA CRUZ in Bacolod City Affiants 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. 807;
Page No. 004;
Book No. VII;
Series of 2026.


ATTY. JEMIMA GRACE D. HECITA
Notary Commission No. 7025-09-NP
For the cities of Silay & Victorias and
Municipalities of E.B. Magalona & Manapla
Commission valid until December 31, 2026
Roll No. 96036
IRP OR No. 147-5674-17 / December 9, 2025 / Negros Occidental
PTR No. 7527493 / January 5, 2026 / Manapla
Admitted to the Bar 2025
GF #3, Guñilo Town Center, Northland Hotel & Resort, Brgy. 1A, Manapla, Negros Occidental
attyjemimagracehecita@gmail.com

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

I, **ELENITA D. GO**, Filipino, of legal age, and with office address at the 5th Floor, 100 Eulogio Rodriguez Jr. Avenue C5 Road (North Bound) Pasig City, after having been duly sworn to in accordance with law, hereby depose and state, that:

1. I am the authorized representative of Sual Power Inc. ("SPI") a co-applicant in the Joint Application for Approval of the Power Supply Agreement between Northern Negros Electric Cooperative, Inc. ("NONECO") and SPI;
2. I have caused the preparation and filing of the Joint Application and that I have read the contents thereof and aver that all the factual/legal allegations contained therein are true and correct based on my personal knowledge and/or on authentic documents/official records;
3. 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 likewise have evidentiary support after a reasonable opportunity for discovery; and,
4. I hereby certify that SPI has not filed/commenced any action or proceeding arising from the same issues raised in the Joint Application before the Supreme Court, Court of Appeals, or any other courts or tribunals or quasi-judicial bodies/agencies and to the best of my knowledge, no such other similar action or claim is pending therein. If ever there is a case pending before the said courts or tribunals involving the same issues, I undertake to inform the Honorable Energy Regulatory Commission of such fact within five (5) calendar days from knowledge thereof.

I am executing this undertaking in support of the Joint Application and the veracity of the allegations therein as well as for any other legal purpose this may serve.


IN WITNESS WHEREOF, I have hereunto set my hand this
MAR 3 1 2026 at Pasig City.


ELENITA D. GO
Affiant

SUBSCRIBED AND SWORN to before me this MAR 3 1 2026 in Pasig City. Affiant personally appeared and exhibited to me her Philippine Passport No. P1876103B issued on June 7, 2019 at the DFA NCR East as her competent proof of identity and with affiant waiving the right to receive a duplicate and original electronic copy of the Verification and Certification of Non-Forum Shopping in effect waiving any objection to the completeness of the reproduction of the same.

Doc. No.: 384 ;
Page No.: 78 ;
Book No.: V ;
Series of 2026.




RUDILICIA P. ESPIRITU
Commission No. 274 (2025-2026);
Notary Public for Pasig City
Until December 31, 2026
5th Floor, C5 Office Building Complex,
#100 E Rodriguez Jr. Ave., C5 Road,
Bo. Ugong, Pasig City 1604, Metro Manila
Roll No. 53391
PTR No. 3977998; January 5, 2026 / Pasig City
IBP Life Member Roll No. 13322 / Camarines Sur Chapter
WGLE Compliance No. VIII-0019485; Valid until April 14, 2028