

Republic of the Philippines
ENERGY REGULATORY COMMISSION
Pasig City

**IN THE MATTER OF THE
APPLICATION FOR
APPROVAL OF THE
RENEWABLE ENERGY
SUPPLY AGREEMENT (RESA)
BETWEEN CS FIRST GREEN
AGRI-INDUSTRIAL
DEVELOPMENT, INC.
(CSFGAIDI) AND CENTRAL
PANGASINAN ELECTRIC
COOPERATIVE, INC.
(CENPELCO) WITH PRAYER
FOR (A) APPROVAL OF THE
DEED OF ASSIGNMENT AND
ASSUMPTION AGREEMENT;
(B) ISSUANCE OF A
PROVISIONAL AUTHORITY
AND/OR INTERIM RELIEF;
AND (C) CONFIDENTIAL
TREATMENT OF
INFORMATION**

ERC CASE NO. 2026-141 RC

October 02, 2026

**CENTRAL PANGASINAN
ELECTRIC COOPERATIVE,
INC. (CENPELCO) AND CS
FIRST GREEN AGRI-
INDUSTRIAL
DEVELOPMENT, INC.
(CSFGAIDI),**

Applicants.

X-----X

JOINT APPLICATION

**JOINT APPLICANTS CENTRAL PANGASINAN
ELECTRIC COOPERATIVE, INC. (CENPELCO) AND CS
FIRST GREEN AGRI-INDUSTRIAL DEVELOPMENT,
INC. (CSFGAIDI), through the undersigned counsel, and to this
Honorable Commission, respectfully states that:**

The Parties

1. Applicant CENPELCO is an electric cooperative duly organized and existing under Philippine Laws, with principal office address at Padilla Street, San Carlos City, Pangasinan. It has a franchise to operate an electric light and power service in the City of San Carlos and the Municipalities of Mangaldan, Lingayen, Bugallon, Sual, Labrador, Bayambang, Malasiqui, Binmaley, Mangatarem, Aguilar, Basista, Urbiztondo, Alcala and Bautista, all in the Province of Pangasinan.

2. Applicant CSFGAIDI is an entity duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Amanperez, Bayambang, Pangasinan.

3. Joint Applicants may be served with notices, orders, and processes of the Honorable Commission through the undersigned counsel at the address indicated below.

Legal Bases and Nature of the Joint Application

4. This Joint Application for the approval of the Renewable Energy Supply Agreement (RESA) entered into by and between CENPELCO and CFGAIDI dated 19 August 2026, is being submitted to this 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 the ERC Revised Rules of Practice and Procedure, Article VII of ERC Resolution No. 07, Series of 2026 (ERC 2026 Procurement Guidelines), DOE Department Circular No. DC 2017-12-0015⁵, DOE Department Circular No. 2022-09-0030⁶, and other pertinent rules and regulations.

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.

⁵ Rules and Guidelines Governing the Establishment of the Renewable Portfolio Standards for On-Grid Areas.

⁶ Prescribing the Adjusted Annual Percentage Increment to be Imposed on All Mandated Participants of the Renewable Portfolio Standards for ON-Grid Areas

Statement of Facts

5. On 29 March 2025, CENPELCO's Board of Directors approved, by virtue of Board Resolution No. 042, series of 2025, the unsolicited proposal of CSFGAIDI for the embedded generation of renewable energy sources for the cooperative's compliance with the Department of Energy DC No. 2017-12-0015 and DC No. 2022-09-0030, and in order to augment its increasing load requirement.

6. CSFGAIDI's proposal is for the supply of renewable energy from its 10 MW solar photovoltaic project located in Bayambang, Pangasinan, for a contract period of twenty (20) years.

7. On 30 June 2023, the Department of Energy (DOE) issued the DOE Circular No. DC 2023-06-0021⁷ which provides that procurement of supply to any distribution utility from embedded renewable energy plant within its franchise area, wherein the contracted capacity shall not exceed 10 MW, is exempted from the conduct of a competitive selection process (CSP), to wit:

2.3. In the following instances, **the conduct of CSP shall not be required:**

X X X.

2.3.4. Supply to any DU from any generating plant embedded in its franchise area utilizing renewable energy resources, wherein the contracted capacity of the embedded generation plant/s shall not exceed 10 MW per DU, provided, that this exception shall only apply to the capacity or volumes sold by the embedded generation facility to the host DU, thus, any capacity sold or intended to be sold to customers outside the franchise area of the DU shall not be exempted from compliance with the CSP requirement; Provided, further, that the DU shall adopt the necessary measures to ensure that the operation of the embedded facility/ies shall not compromised the reliability of its network and the grid, and shall provide the documents that may be required by the ERC for the determination of compliance with such condition;

X X X

(Underscore Supplied)

⁷ 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.

8. Pursuant to Section 2.3.4 of DOE Circular No. DC 2023-06-0021, CENPELCO negotiated the terms and conditions of the Power Supply Agreement (PSA), also referred to herein as the Renewable Energy Supply Agreement (RESA), with CSFGAIDI for the procurement of power supply from the 10 MW Solar Power Plant-Embedded Generation Facility with BESS (“Solar Power Project” for brevity).

9. On 19 August 2026, CENPELCO and CSFGAIDI executed the RESA which is the subject of the instant Joint Application.

10. The Salient Features of the PSA/RESA are as follows:

10.1. **Contract Term.** The Power Supply Agreement (PSA) shall take effect immediately from Delivery Date, and from such date, shall remain in force and effect for **Twenty (20) Years**, unless sooner terminated in accordance with this Agreement and upon approval by the Honorable Commission.

a) The Delivery Date. The CSFGAIDI shall commence delivery of Contract Energy to CENPELCO on Delivery Date. The Delivery Date shall be a date, after Effective Date, and reckoned within Three Hundred Sixty-Five (365) days following the date of issuance by the ERC of a Provisional Authority or Interim Relief, as applicable, or Final Authority, if neither Provisional Authority or Interim Relief was issued, whichever comes later.

10.2. **Supply of Energy.** Beginning on the Delivery Date, until the termination or expiration of this Agreement, CSFGAIDI shall supply and deliver the Contract Energy as detailed in Schedule 2 of the RESA to CENPELCO at the Delivery Point, and the CENPELCO shall purchase and pay Seller the Cost Recovery Rate multiply Actual RE Generation involved in power sales provisions subject to the approval of the Honorable Commission. This rate is composed of distinct line-item charges for different aspects of energy supply, taking into account the fees and adjustments specified in Schedule 4 of the RESA.

The supply of Contract Energy by the Seller from the 10 MWac CSFirst Bayambang Solar Power Project–EGF shall at all times be on a “as available”, and “variable” basis, based on the intermittency of the renewable energy resource and on a “Must and First Priority Dispatch” basis. For the avoidance of doubt, nothing in this RESA shall be construed as the Buyer

guaranteeing to fulfill any fixed or nominated capacity or provide any generation quantity to Seller for any hourly interval, or any other period.

The Contract Energy shall be delivered to the Buyer at the Delivery point which is the tapping point of the 10 MW CSFirst Bayambang Solar 69 kV Transmission Line at Barangay Amanperez, Bayambang, Pangasinan; thereafter title to shall pass from Seller to the Buyer. However, the system losses of one percent (1%) due to stepdown of power from 69kV to 13.2 kV shall be to the account of the Seller.

10.3. Payment of Fess.

a) CENPELCO shall be billed for Actual RE Generation delivered by the Seller in accordance with the Cost Recovery Rate indicated in Schedule 4 of this Agreement and other applicable adjustments specified in Schedule 4 of this Agreement approved by the ERC. The Cost Recovery Rate shall be applied to, and multiplied by, the Actual RE Generation for the Billing Period to determine the Invoice Amount to be paid by the Buyer in favor of the Seller.

The Cost Recovery Rate in Peso per kWh specified Schedule 4 of the RESA was computed based on the total cost of power generation plus a reasonable rate of return on capital, with recovery thereof levelized for a period of twenty (20) years. The Cost Recovery Rate for each year and every year during the term of the RESA shall be computed based on the formula also indicated in said Schedule of this RESA.

Schedule 4

The Buyer shall pay the Seller for the Energy/Capacity at the following Fees and as adjusted on a monthly basis pursuant to the following formula:

The Buyer shall pay in Philippine Peso to the Seller for the Energy/Capacity at the following Fees and as adjusted on a monthly basis pursuant to the following formula:

$$\text{Cost Recovery Rate} = (\text{CRF} + \text{FOM w CPI} + \text{FOM w/out CPI} + \text{VOM})$$

	Unit	Amount
Capacity Recovery Fee	PhP/kWh	4.050
Variable O&M	PhP/kWh	1.020
Fixed O&M w CPI	PhP/kWh	0.500
Fixed O&M w/out CPI	PhP/kWh	0.330
COST Recovery Rate	PhP/kWh	5.900

Where:

Cost Recovery Rate = the amount expressed in Philippine Peso per kilowatthour (PhP/KWh) that the BUYER will pay the SELLER for metered energy duly approved by the ERC. The Capacity Recovery Rate component is composed of three (3) basic cost recovery fees/charges: a) Capital Recovery Fee; b) Fixed Operation and Maintenance Fee; and c) Variable-Operation and Maintenance Fee. The Cost Recovery Rate in Peso per kWh was computed based on the total cost of power generation plus a reasonable rate of return on capital, with recovery thereof levelized for a period of twenty (20) years. The Cost Recovery Rate for each year and every year during the term of the PSA shall be computed based on the formula indicated below.

Actual RE Generation = the production and supply of energy (in KWh) from the CS First Bayambang Solar Power Project actually delivered into the Delivery point during a Billing Period, as defined in Schedule 1.

CRF = a capital-related component of the Cost Recovery Rate expressed in Philippine Peso per kilowatt-hour (PhP/KWh) that the BUYER will pay the SELLER to recover the cost of investment over the economic life of the Generation Facility together with a reasonable rate of return. This amount shall include a reasonable amount of return on capital based on an ERC approved Weighted Average Cost of Capital (WACC).

FOM w CPI = Fixed Operation and Maintenance Fee with Consumer Price Index indexation in PHP/kwh.

FOM w/out CPI = Fixed Operation and Maintenance Fee without Consumer Price Index indexation in PHP/kwh.

VOM = Variable Operation and Maintenance Fee in PHP/kwh.

10.4. Prompt Payment Discount. The CSFGAIDI shall extend a PhPo.03/kWh discount to Buyer as prompt payment if payment is made within ten (10) days upon receipt of Seller's Invoice. For avoidance of doubt, the Prompt Payment Discount may be applied based on the amount paid by the Buyer either in full or portion of the total amount due; Provided, that, the outstanding balance shall be paid on or before the 30th day of the month in accordance with Section 5.1 of the PSA.

10.5. Scheduled Outages. CSFGAIDI is allowed Scheduled Outages not to exceed a period of seven (7) days, during which times reduced or no deliveries will be available to the Buyer, subject to ERC rules and regulations on Reliability Performance Indices.

10.6. Unscheduled Outages. CSFGAIDI is allowed Unscheduled Outages not to exceed a period of ten (10) days. The 10-day period of Unscheduled or Forced Outages may be extended, for justifiable reasons, upon submission of the request by the CSFGAIDI and approval by CENPELCO.

10.7. Replacement Power.

- a. Within the Allowed Outage. The procurement of any Replacement Power within the Allowed Outage shall be the responsibility of CENPELCO. During such outage, CENPELCO shall source Replacement Power from other suppliers or from the WESM, at its own expense.
- b. Beyond the Allowed Outage. The procurement of any Replacement Power beyond the Allowed Outage shall be the responsibility of CSFGAIDI except during the event of force majeure or fortuitous event or any event beyond the control of the CSFGAIDI; *Provided*, that, the rates to be paid by CENPELCO for the procurement

of the Replacement Power shall be the actual rate of the Replacement Power or the generation approved rate for the RESA, whichever is lower; The replacement power should have equivalent REC, whether the source of replacement power is renewable or conventional. Provided, further, that in case of force majeure/fortuitous event, CENPELCO shall be responsible to source for Replacement Power.

11. CENPELCO’s Supply and Demand Scenario and Average Daily Load Curve show that there is no over contracting of energy supply.

12. The indicative impact on CENPELCO’s overall generation rate, both with and without the additional supply from CSFGAIDI, are as follows:

Generation Rate Impact of RESA with CSFGAIDI	
Without CSFGAIDI	PhP10.6501/kWh
With CSFGAIDI	PhP10.5619/kWh
Rate Impact	(PhP-0.882/kWh)

13. As shown in the above Generation Rate Impact of RESA, the implementation of the RESA between CENPELCO and CSFGAIDI will be beneficial to its Member-Consumer-Owners (MCOs) with an estimated generation rate reduction **PhP 0.882/kWh**. Thus, the RESA subject of this Joint Application will ultimately redound to the benefit of the MCOs, providing a continuous and reliable supply of electricity at affordable rates.

14. The supply of the contracted energy by the CSFGAIDI to CENPELCO under the RESA is also part of the latter’s compliance with the Renewable Portfolio Standards (RPS) required under the *DOE Department Circular No. DC2017-12-0015*.

15. Section 9 of the RESA allows the assignment of CSFGAIDI’s right to CSFirst Bayambang Solar Power Corporation (CSFBSPC) even without the prior written consent of CENPELCO. The pertinent portion of the RESA reads:

“The Seller may only assign or transfer its rights or obligations to its Affiliates or its consortium’s special purpose vehicle under, pursuant to or associated with (a) this Agreement, (b) the Facility, (c) the movable property and intellectual property of the Seller, or (d) the revenues or any of the rights or assets of

the Seller, in each of subsections (a) through (c) without the prior written consent of the Buyer, provided, however, that any such assignee of Seller shall have the ability to perform all of Seller’s obligations and duties under this Agreement. Such transfer of rights and obligations under this provision shall require prior notification and approval of the ERC. Nonetheless, both assignor and assignee are solidarily liable under this Agreement.”

16. CSFGAIDI assigned to CSFBSPC all its rights and interests under the RESA, by virtue of the Deed of Assignment and Assumption Agreement executed by CSFGAIDI and CSFBSPC on 16 April 2026. CSFBSPC is an entity duly organized and existing by virtue of the laws of the Republic of the Philippines, with principal office address at Amanperez, Bayambang, Pangasinan.

17. CENPELCO is aware of CSFGAIDI assignment of its rights to its affiliate/Assignee CSFBSPC. A copy of the letter of CENPELCO to CSFGAIDICSFGAIDI dated 15 December 2025 is hereto attached as **Annex “30”**;

18. CENPELCO and CSFGAIDI also seek the approval of the said Deed of Assignment and Assumption Agreement which is authorized under the RESA. CENPELCO and CSFGAIDI also pray that CSFGAIDI be substituted by CSFBSPC upon approval of the Deed of Assignment and Assumption Agreement.

19. In support of the instant Joint Application, copies of the following documents and/or information are attached herein as annexes:

ANNEX	DOCUMENTS/INFORMATION
	Technical Requirements
01	Renewable Energy Supply Agreement dated 19 August 2026.
01A	Adjustment Formula
02	CSFGAIDI Articles of Incorporation and By-Laws
02A	CSFGAIDI General Information Sheet
02B	CENPELCO Certificate of Registration
02B-01	CENPELCO List of Board of Directors
02B-02	CENPELCO Verified Certification
03	Supply Demand Scenario; Suppliers Utilization
03B	Average Daily Load Curve
03C	CENPELCO DDP
03D	CENPELCO PSPP
04	Financial Model (Confidential)
04A	Sample Monthly Bill
04B	Rate Impact Analysis

05	Affidavit of Undertaking (COC)
06	Affidavit of Undertaking (WESM)
07	CENPELCO Board Resolution No. 114, Series of 2025, Certifying that the procurement of the subject RESA is exempted from Competitive Selection Process (CSP)
07A	CENPELCO Certificate of Non-Applicable Documents
07B	CSFGAIDI Write-up on Non-Applicable Documents
07C	Certification from the DU of the Necessary Measures to ensure that the Operation of the Embedded Facility shall not Compromise the Reliability of its Network and the Grid
08	CSFGAIDI 2025 Audited Financial Statement (Confidential)
09A	CSFGAIDI Verified Certification
11	CENPELCO 2026 NSP
12	Affidavit of Undertaking (to submit BOI Registration)
13	ECC Proof of Application with DENR
14	DOE Certificates of Endorsement
15	SEOC
15A	Deed of Assignment
16	Connection Agreement
16A	Metering Service Agreement
19A	Affidavit of Undertaking (to submit EPC Agreement)- (Confidential)
19B	Project Feasibility Study
22B	Affidavit of Undertaking with attached DBP Term Sheet (Confidential)
23C	Breakdown of Project Cost (Confidential)
23D	Breakdown of O&M (Confidential)
25	Technical and Economic Characteristics of the Plant
26	CENPELCO' Demand Side Management (DSM)
27	CENPELCO Historical Reliability Index
28	CENPELCO Single Line Diagram
29	Estimation of the Potential Load Reduction due to Retail Competition
30	Letter of CENPELCO to CSFGAIDI dated 15 December 2025 (Re: Assignment of the Construction, development, operation and maintenance of CSFirst Bayambang Solar Project)
	Legal Requirements
A	Certificate of Email Registration
B	Verified Declaration
C	Affidavit of Publication and Newspaper publication of the Joint Application
C-1	Verification and Certification of Non-Forum Shopping
D	Authority of the Counsel to File the Joint Application

E	Authority of the Affiant to Execute the Verification and Certification of Non-Forum Shopping
F	Service to Local Government Units (LGUs) of the Application
G	Affidavit of Engr. Rodrigo F. Corpuz (In Support of the Prayer for the Issuance of Provisional Authority/Interim Relief)

Allegations in Support of the Motion for Confidential Treatment of Information

20. 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 documents and/in information not be disclosed and be treated as confidential.

21. Pursuant to the aforesaid Rules, CSFGAIDICSFGAIDI prays that the information contained in the documents enumerated below be treated as CONFIDENTIAL and that the same be continuously protected from public disclosure, except the officers and staff of the Honorable Commission, to wit:

Annexes	Confidential Documents and/ or Information
04	Financial Model (Confidential) – Sources of Funds/Financial Plans; Generation Rate Derivation; Cash Flow
08	CSFGAIDI 2025 Audited Financial Statement
19A	Affidavit of Undertaking (to submit EPC Agreement
22B	Affidavit of Undertaking with attached DBP Term Sheet (Certification from the Bank of Lending Institution specifying the principal amortization, term, and interest during the cooperation period of the loan agreement and Bank Certification of Long-Term Loans)
23C	Breakdown of Project Cost
23D	Breakdown of O&M

22. The foregoing confidential documents contain information and data involving financial models, computations and calculation for rate determination such as the Details of the Generation Rate and Derivation and Financial Model, including sources of funds, Project Costs, EP Contract, related documents, offers, and contract, breakdown of O&M, bank loan term sheet, and weighted average cost of capital, as well as the manner by which these are derived.

23. Since these information/documents are not generally available to the public, CENPELCO has actual and valuable proprietary, and privilege interest to protect such information and data

which are confidential in nature, and should be protected as trade secrets. In *Air Philippines Corporation vs. Pennswell, Inc.*, the Supreme Court held that:

A trade secret may consist of any formula, pattern, device, or compilation of information that: **(1) is used in one's business; and (2) gives the employer an opportunity to obtain an advantage over competitors who do not possess the information.** Generally, a trade secret is a process or device intended for continuous use in the operation of the business, for example, a machine or formula, but **can be a price list or catalogue or specialized customer list. It is indubitable that trade secrets constitute proprietary rights.** The inventor, discoverer, or possessor of a trade secret or similar innovation has rights therein which may be treated as property, and ordinarily an injunction will be granted to prevent the disclosure of the trade secret by one who obtained the information "in confidence" or through a "confidential relationship." American jurisprudence has utilized the following factors to determine if an information is a trade secret, to wit:

- (1) the extent to which the information is known outside of the employer's business;
- (2) the extent to which the information is known by employees and others involved in the business;
- (3) the extent of measures taken by the employer to guard the secrecy of the information;
- (4) the value of the information to the employer and to competitors;
- (5) the amount of effort or money expended by the company in developing the information; and
- (6) the extent to which the information could be easily or readily obtained through an independent source.

24. Clearly, these information and documents falls within the definition of trade secrets and the Honorable Commission has recognized in various PSA applications the importance of treating the pricing structures of generation companies as confidential in order to ensure competitiveness.

25. Further, the confidential information contained in **Annexes "04", "08", "19A", "22B", "23C" and 23D"** are consistent with the Honorable Commission's *Updated Matrix of Confidential and Non-Confidential Document and Information as of 16 October 2024*. In the said Updated Matrix, financial models, computation/calculation for rate determination and cost components were treated as confidential in nature because they have proprietary value that constitute trade secrets.

26. In addition, the interest of CENPLECO's MCOs are sufficiently protected by the review and evaluation of the rates under the RESA by the Honorable Commission, without the need to disclose the contents of the confidential documents. The reasonableness and transparency of the prices of electricity is to be assured by the Honorable Commission through its own review and verification of CSFGAIDI's operating costs and expenses.

27. In view of the foregoing and pursuant to Rule 4 of the ERC Revised Rules of Practice and Procedure, CSFGAIDI respectfully prays at the attached **Annexes "04", "08", "19A", "22B", "23C" and 23D"** and all the information contained therein be treated as confidential and privileged, and not to be disclosed to any person other than the necessary officers and staff of this Honorable Commission.

28. CSFGAIDI submits **Annexes "04", "08", "19A", "22B", "23C" and 23D"** with password-protected electronic copies, and one (1) hard copy each of **Annexes "04", "08", "19A", "22B", "23C" and 23D"** are placed in a sealed envelope, with the said envelope and each page of the documents and/or information stamped with the word "Confidential".

APPLICATION FOR PROVISIONAL AUTHORITY AND/OR INTERIM RELIEF

29. Joint Applicants re-plead, by reference, all the foregoing allegation.

30. Joint Applicants pray for the issuance of a provisional authority and/or interim relief for the implementation of the RESA prior to final decision pursuant to *Section 1, Rule 14* of the *ERC Revised Rules of Practice and Procedure*, which provides:

"Section 1. Provisional Authority or Interim Relief.
– For applications or petitions covered by Section 1, Rule 6 of these Rules, the Commission may grant either a provisional authority or an interim relief, upon motion included in the application or petition and indicated in the caption thereof that such relief is requested.'

31. As can be gleamed from the rate impact analysis above, clearly and without *iota* of doubt, the approval of the RESA will generally benefit the MCOs of CENPELCO as it will reduce the generation charge by **PhP 0.0882/kWh**.

32. Based on its current power demand requirements, CENPELCO has a power supply deficit of 95.17 MW, based on the projected 2026 total demand. The procurement of additional renewable energy power supply is intended to address CENPELCO's baseload power supply requirements and overall supply deficit, ensure compliance with the Renewable Portfolio Standards (RPS), and provide sufficient capacity to support CENPELCO's growing power demand.

33. CENPELCO's peak demand will continue to increase as projected. Thus, the issuance of a provisional authority or interim relief and the final approval of the RESA between CENPELCO and CSFGAIDI are urgently needed to somehow address the power supply deficit in the least cost manner.

34. If no provisional authority or interim relief is issued, CENPELCO will have no recourse but to source its entire power deficit from the Wholesale Electricity Spot Market (WESM). Without the provisional authority or interim relief, CENPELCO, particularly its MCOs, will be deprived of the benefit of the reduced generation costs that would otherwise be realized through the implementation of the subject RESA and will instead be exposed to the volatile prices of WESM.

35. The immediate implementation of the RESA will also enable CENPELCO to comply with its RPS requirements without the need to purchase Renewable Energy Certificates (RECs), thereby avoiding the additional costs associated with the procurement of RECs. This will further contribute to the reduction of CENPELCO's overall power supply costs and ultimately benefit its MCOs.

36. To emphasize the necessity for the provisional approval of this Application, an *Affidavit* in support of the prayer for issuance of Provisional Authority and/or Interim Relief was executed and is attached hereto as **Annex "G"**.

PRAYER

WHEREFORE, the foregoing premises considered, applicants **CENPELCO and CSFGAIDI**, respectfully pray that this Honorable Commission:

1. **ISSUE** an Order declaring **Annexes "04", "08", "19A", "22B", "23C" and 23D"** and all information contained therein as confidential, directing their non-disclosure to persons other than the officers and staff of the Honorable Commission, continuously

protecting the said information from public disclosure and maintain 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. Upon filing of the Joint Application and pending trial on the merits, **ISSUE** a provisional authority or interim relief authorizing the Applicants to implement the RESA including the rates, fees, and charges prescribed therein, and authorizing CENPELCO to charge and collect such rates, fees and charges from its MCOs;

3. **APPROVE** the Deed of Assignment and Assumption Agreement executed by and between CSFGAIDI and CS First Bayambang Solar Power Corporation (CSFBSPC); and

4. After hearing on the merits, **ISSUE** a Decision or Final Authority **APPROVING** the Joint Application and the RESA between CENPELCO and CSFGAIDI including the rates, fees and charges set forth in the RESA and authorizing CENPELCO to charge and collect such rates, fees and charges from its MCOs reckoned from the start of the supply by CSFGAIDI to CENPELCO under the RESA.

CENPELCO and CSFGAIDI also pray for such other reliefs just and equitable under the circumstances.

San Carlos City and Quezon City for Pasig City, 16 September 2026.

**CS FIRST GREEN AGRI-INDUSTRIAL DEVELOPMENT,
INC.**

By:

/

GREGORIO L. OFALSA

Counsel for CSFGAIDICSFGAIDI

Roll of Attorneys No. 49009

PTR No. 8196746; 06 February 2026; Quezon City

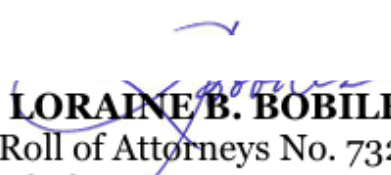
IBP No. 598102; 31 January 2026; Quezon City

MCLE Compliance No. VIII-0031655/2 May 2025

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IBP Member No. 589395, January 06, 2026, RSM Chapter
MCLE Compliance No. VIII – 0027697, Valid Until 14 April 2028


DOMINIC T. ARAYA
Roll of Attorneys No. 95410
PTR No. 7370380, January 08, 2026, Quezon City
IBP No. 589399, January 06, 2026, Quezon City Chapter
MCLE Compliance No. Admitted to the Bar in January 2025⁹

⁸Pursuant to Office of the Court Administrator Circular No. 56-2015, hereunder are the MCLE Compliance Numbers of the undersigned Firm's named partners, to wit:

Partners	MCLE Compliance	Validity
Joseph Ferdinand M. Dechavez	MCLE Exemption Certificate No. VIII-Acad004390	14 April 2028
Ditas A. Leros-Amboy	MCLE Compliance No. VIII-0042308	14 April 2028
Nelson V. Evangelista	MCLE Compliance No. VIII-0041847	14 April 2028

⁹ Explanation (Re: MCLE Compliance) - Admitted to the Philippine Bar in January 2025. Pursuant to Board Order No. 1, s. 2008 of the MCLE Governing Board, otherwise known as "Guidelines for MCLE Compliance of New Lawyers in view of Bar Matter No. 1922, S. 2008", he is exempted from complying with the last MCLE compliance period.

EXPLANATION OF FILING BY ELECTRONIC MEANS

Pursuant to ERC Resolution No. 9, series of 2020, the undersigned counsel respectfully manifests that the foregoing Joint Application will be filed by electronic means.



Atty. Gregorio L. Ofalsa