

August 8, 2018

VIA ELECTRONIC FILING

Utah Public Service Commission
Heber M. Wells Building, 4th Floor
160 East 300 South
Salt Lake City, UT 84114

Attention: Gary Widerburg
Commission Secretary

RE: **Docket 16-035-27** - In the Matter of the Application of Rocky Mountain Power for Approval of a Renewable Energy Services Contract between Rocky Mountain Power and Facebook, Inc. Pursuant to Tariff Electric Service Schedule 34
Notification of Contract Extension

The Public Service Commission of Utah (“Commission”) issued an Order on August 29, 2016 in the above referenced proceeding memorializing an August 18, 2016 bench ruling granted at the hearing (“Order”). The Order approved the renewable energy contract between PacifiCorp and Facebook, Inc (“Facebook”), pursuant to Schedule 34, Renewable Energy Purchases for Qualified Customers – 5,000 kW and Over (“Schedule 34”) (“Contract”). Section 2.2(b) of the Contract provides for a condition under which the Contract automatically terminates unless written notice is given to the Company by Facebook within 180 days following the date of the Order. PacifiCorp hereby notifies the Commission that PacifiCorp and Facebook entered into an amendment to extend the term of the contract on two occasions since the Order.

The first amendment, executed on February 24, 2017, extended the Contract termination date to March 2, 2018. The second amendment, executed on February 22, 2018, extended the Contract termination date to December 31, 2018. All other terms and conditions of the Contract remain unchanged from the Contract approved by the Commission in the Order. Copies of both amendments are provided with this letter.

Questions may be directed to Jana Saba at (801) 220-2823.

Sincerely,



Joelle Steward
Vice President, Regulation

cc: 16-035-27 service list
Enclosures



**FIRST AMENDMENT TO
RENEWABLE ENERGY SERVICE CONTRACT**

between

ROCKY MOUNTAIN POWER

and

FACEBOOK, INC.

This FIRST AMENDMENT TO RENEWABLE ENERGY SERVICE CONTRACT (this "First Amendment") is entered into by and between Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation (the "Company"), and Facebook, Inc., a Delaware corporation ("Customer"), to be effective as of the date signed by both Parties.

WHEREAS, the Parties entered into that certain Renewable Energy Service Contract (the "Original Agreement") on or about June 20, 2016, for Customer's Facility, one or more new data centers, consisting of one or more Facility Phases to be located at a single site within Company's service territory in Utah; and

WHEREAS, the Parties desire to enter into this First Amendment to revise certain terms and conditions of the Original Agreement, as more particularly set forth herein;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Subsection 2.2(b) is hereby deleted in its entirety and replaced with the following:

(b) Customer shall have given written notice to Company of its determination, in Customer's sole discretion, to commit to the development of the Facility in the state of Utah, which notice shall be given by Customer, if at all, on or before 5:00 p.m. Mountain Time on March 2, 2018. In the event Customer does not provide written notice of its determination within the specified time period, this Agreement shall automatically terminate unless the Parties agree in writing to extend the period of time for notice.

2. As used in the Original Agreement, this First Amendment and subsequently, the term "Agreement" shall mean the Original Agreement together with this First Amendment and any renewals hereof/thereof and any appendix, exhibit or amendment hereto/thereto. All other capitalized terms used herein shall have the meanings set forth in the Original Agreement.

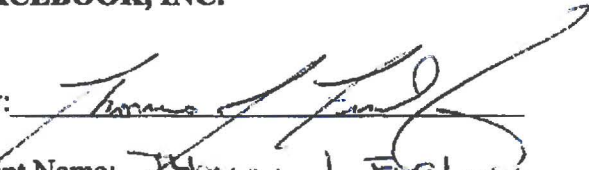
3. Except as expressly set forth herein, all other terms and conditions of the Original Agreement shall remain unchanged and in full force and effect.

4. This First Amendment may be executed in any number of counterparts, each of which will be deemed to be an original, but all such counterparts together will constitute but one

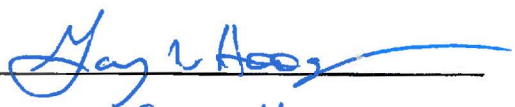
and the same instrument. Company and Customer may retain a duplicate copy of this First Amendment, which will be considered an equivalent to this original.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by persons duly authorized.

FACEBOOK, INC.

By: 
Print Name: THOMAS J. FURLONG
Title: VICE PRESIDENT
Date signed: _____

ROCKY MOUNTAIN POWER

By: 
Print Name: Gary Hoogerveen
Title: Sr. Vice President
Date signed: 2/24/2017
RJR 2/24/17





**SECOND AMENDMENT TO
RENEWABLE ENERGY SERVICE CONTRACT**

between

ROCKY MOUNTAIN POWER

and

FACEBOOK, INC.

This SECOND AMENDMENT TO RENEWABLE ENERGY SERVICE CONTRACT (this "Second Amendment") is entered into by and between Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation (the "Company"), and Facebook, Inc., a Delaware corporation ("Customer"), to be effective as of the date signed by both Parties.

WHEREAS, the Parties entered into that certain Renewable Energy Service Contract on or about June 20, 2016, for Customer's Facility, one or more new data centers, consisting of one or more Facility Phases to be located at a single site within Company's service territory in Utah, which contract was amended by the Parties pursuant to that certain First Amendment to Renewable Energy Service Contract dated February 24, 2017 (jointly, the "Amended Agreement"); and

WHEREAS, the Parties desire to enter into this Second Amendment to revise certain terms and conditions of the Amended Agreement, as more particularly set forth herein;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Subsection 2.2(b) is hereby deleted in its entirety and replaced with the following:

(b) Customer shall have given written notice to Company of its determination, in Customer's sole discretion, to commit to the development of the Facility in the state of Utah, which notice shall be given by Customer, if at all, on or before 5:00 p.m. Mountain Time on December 31, 2018. In the event Customer does not provide written notice of its determination within the specified time period, this Agreement shall automatically terminate unless the Parties agree in writing to extend the period of time for notice.

2. As used in the Amended Agreement, this Second Amendment and subsequently, the term "Agreement" shall mean the Amended Agreement together with this Second Amendment and any renewals hereof/thereof and any appendix, exhibit or amendment hereto/thereto. All other capitalized terms used herein shall have the meanings set forth in the Amended Agreement.

3. Except as expressly set forth herein, all other terms and conditions of the Amended Agreement shall remain unchanged and in full force and effect.



4. This Second Amendment may be executed in any number of counterparts, each of which will be deemed to be an original, but all such counterparts together will constitute but one and the same instrument. Company and Customer may retain a duplicate copy of this Second Amendment, which will be considered an equivalent to this original.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed by persons duly authorized.

FACEBOOK, INC.

ROCKY MOUNTAIN POWER

By: 

By: _____

Print Name: Bobby J Hollis

Print Name: _____

Title: Director, Global Energy

Title: _____

Date signed: 2/22/18

Date signed: _____



4. This Second Amendment may be executed in any number of counterparts, each of which will be deemed to be an original, but all such counterparts together will constitute but one and the same instrument. Company and Customer may retain a duplicate copy of this Second Amendment, which will be considered an equivalent to this original.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed by persons duly authorized.

FACEBOOK, INC.

ROCKY MOUNTAIN POWER

By: _____

By: *[Signature]*

Print Name: _____

Print Name: Gary Hoogeveen

Title: _____

Title: Sr. Vice President

Date signed: _____

Date signed: 2/26/2018

CERTIFICATE OF SERVICE

Docket No. 16-035-27

I hereby certify that on August 8, 2018, a true and correct copy of the foregoing was served by electronic mail to the following:

Utah Office of Consumer Services

Cheryl Murray cmurray@utah.gov

Michele Beck mbeck@utah.gov

Division of Public Utilities

Erika Tedder etedder@utah.gov

Assistant Attorney General

Patricia Schmid pschmid@agutah.gov

Justin Jetter jjetter@agutah.gov

Robert Moore rmoore@agutah.gov

Steven Snarr stevensnarr@agutah.gov

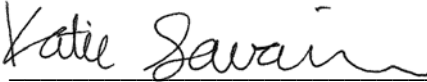
Facebook, Inc.

Gary Dodge gdodge@hjdllaw.com

Rocky Mountain Power

Data Request Response Center datarequest@pacificorp.com

Jana Saba jana.saba@pacificorp.com;
utahdockets@pacificorp.com



Katie Savarin
Coordinator, Regulatory Operations