

November 13, 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 No. 18-035-38—In the Matter of the Application of Rocky Mountain Power for Approval of Power Purchase Agreement Between PacifiCorp and Tesoro Refining and Marketing Company**

On October 5, 2018, Rocky Mountain Power (the “Company”) filed its application for approval of the Power Purchase Agreement between PacifiCorp and Tesoro Refining and Marketing Company dated September 27, 2018 (“Agreement”). In its review of the Company’s filing, the Division of Public Utilities advised the Company that the contract contained an incorrect line loss factor in final sentence of Section 5.1 of the Agreement. The Company hereby submits for filing an amendment to the Agreement that corrects the oversight, executed November 9, 2018.

The Company respectfully requests that all formal correspondence and requests for additional information regarding this filing be addressed to the following:

By E-mail (preferred): datarequest@pacificorp.com
utahdockets@pacificorp.com
jana.saba@pacificorp.com
jacob.mcdermott@pacificorp.com

By regular mail: Data Request Response Center
PacifiCorp
825 NE Multnomah, Suite 2000
Portland, OR 97232

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

Sincerely,



Joelle Steward
Vice President, Regulation

Enclosures

**FIRST AMENDMENT TO
NON-FIRM POWER PURCHASE AGREEMENT
BETWEEN
TESORO REFINING & MARKETING COMPANY LLC
AND
PACIFICORP**

This first amendment (the "Amendment") is to the Non-Firm Power Purchase Agreement, entered into on October 3, 2018 (the "Agreement"), between PacifiCorp, an Oregon corporation, and Tesoro Refining & Marketing Company LLC, a Delaware limited liability company. This Amendment will become effective on the date associated with the signature of the last party to sign it. All defined terms used but not defined in this Amendment have the meanings provided to them in the definition for such terms in the Agreement.

- When the Agreement was initially executed, the parties neglected to update the Line Loss Factor from their prior agreement.
- The parties now wish to correct this oversight.

Accordingly, the parties agree as follows:

1. The final sentence of Section 5.1 of the Agreement is hereby replaced in its entirety with the following:

"As used above, the "Line Loss Factor" shall be 1.03, based on a rate of 4.45% for real power losses for voltage of 46 kV or greater as set forth in Schedule 10 of PacifiCorp's Open Access Transmission Tariff (OATT)."
2. Except as expressly modified and amended in accordance with the provisions of this Amendment, all other terms and conditions of the Agreement remain in full force and effect and continue to bind the parties. The parties executing this Amendment warrant that they have the requisite authority to do so.

By signing below, the duly authorized representatives of the parties indicate their agreement to the terms of this Amendment.

**Tesoro Refining & Marketing
Company LLC**

PacifiCorp

By: *Brend Troop*
Name: Brend Troop
Title: Authorized Signatory - Commodity Trading
Date: 11/6/18

By: *Kyle Moore*
Name: Kyle Moore
Title: Originator
Date: 11/9/2018



CERTIFICATE OF SERVICE

Docket No. 18-035-38

I hereby certify that on November 13, 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

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Rocky Mountain Power

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Katie Savarin
Coordinator, Regulatory Operations