ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

1407 W. North Temple, Suite 330
Salt Lake City, UT 84116

August 24, 2026

VIA ELECTRONIC FILING

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

Attention: Gary Widerburg
Commission Administrator

Re: Docket 26-035-37
Application of Rocky Mountain Power for Approval of Power Purchase Agreement between PacifiCorp and Tesoro Refining and Marketing Company
Fully Executed Amendment

Rocky Mountain Power (the "Company") hereby submits for filing its application for approval of the Power Purchase Agreement between PacifiCorp and Tesoro Refining and Marketing Company dated July 28, 2026. Confidential information is provided subject to R746-1-602 and 603 of the Public Service Commission of Utah Rules.

Rocky Mountain Power 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
jana.saba@pacificorp.com
max.backlund@pacificorp.com
zachary.rogala@pacificorp.com

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

Informal inquiries may be directed to Max Backlund, Utah Regulatory Affairs Manager at max.backlund@pacificorp.com.

Sincerely,

Zachary Rogala
Associate Attorney, Rocky Mountain Power
Cc: Service List Docket No. 26-035-37

CERTIFICATE OF SERVICE

Docket No. 26-035-37

I hereby certify that on August 24, 2026, a true and correct copy of the foregoing was served by electronic mail to the following:

Utah Office of Consumer Services	
Michele Beck	mbeck@utah.gov
	ocs@utah.gov
Division of Public Utilities	
	dpudatarequest@utah.gov
Assistant Attorney General	
Patricia Schmid	pschmid@agutah.gov
Robert Moore	rmoore@agutah.gov
Patrick Grecu	pgrecu@agutah.gov
Rocky Mountain Power	
Data Request Response Center	datarequest@pacificorp.com
Jana Saba	jana.saba@pacificorp.com
	utahdockets@pacificorp.com
Max Backlund	max.backlund@pacificorp.com
Zachary Rogala	zachary.rogala@pacificorp.com

Anna Mills
Coordinator, Regulatory Operations

Zachary Rogala
Rocky Mountain Power
1407 W. North Temple, Suite 320
Salt Lake City, Utah 84116
435.319.5010
zachary.rogala@pacificorp.com
Attorney for Rocky Mountain Power

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of Rocky Mountain Power's Application to Amend Tesoro Refining & Marketing Company LLC Power Purchase Agreement	)))))	DOCKET NO. 26-035-37

Pursuant to Utah Code Ann. § 54-12-2, PacifiCorp, doing business in Utah as Rocky Mountain Power ("PacifiCorp" or "Rocky Mountain Power") requests the Public Service Commission of Utah ("Commission") approve a Second Amendment ("Amendment") to a Power Purchase Agreement ("PPA") between PacifiCorp and Tesoro Refining & Marketing Company LLC ("Tesoro"). In support of its application, Rocky Mountain Power states as follows:

1. Rocky Mountain Power is a public utility, subject to the Commission's jurisdiction regarding Utah retail rates and services. Rocky Mountain Power also provides retail electric service in Idaho and Wyoming.

2. As a "purchasing utility" under Utah Code Ann. § 54-12-2, Rocky Mountain Power is obligated to purchase power from qualifying facilities pursuant to the Public Utility Regulatory Policies Act of 1978, Utah Code Ann. § 54-12-1, *et seq*., and various Commission orders.[1]

[1] *E.g., In re Commission PURPA Investigation,* Docket No. 03-035-14; *In re Rocky Mountain Power's 2013 Avoided Cost Methodology Update*, Docket No. 12-035-100, Order on Phase II Issues (August 16, 2013).

3. Tesoro operates a gas-fired cogeneration qualifying facility in Salt Lake City, Utah, which is interconnected with PacifiCorp's transmission system, and provides PacifiCorp with up to 25.0 megawatts of non-firm generation capacity.[2]

4. Communications regarding this Application should be addressed to:

By e-mail (preferred):	datarequest@pacificorp.com max.backlund@pacificorp.com zachary.rogala@pacificorp.com
By mail:	Data Request Response Center Rocky Mountain Power 825 NE Multnomah St., Suite 2000 Portland, OR 97232
	Max Backlund Rocky Mountain Power 1407 W. North Temple, Suite 310 Salt Lake City, UT 84116 Telephone: (801) 220-3121

5. In 2024, the Commission approved a non-firm PPA between PacifiCorp and Tesoro,[3] and a First Amendment to the PPA in 2025.[4] PacifiCorp and Tesoro now request a Second Amendment to modify the current PPA as follows:

   a. Extend the contract term through December 31, 2027, effective January 1, 2027. The First Amendment to the PPA between PacifiCorp and Tesoro expires on December 31, 2026. To avoid a lapse in agreements, the parties request the Commission approve this Second Amendment before the end of 2026.

[2] Under the Agreement, Tesoro represents itself to be a qualifying facility, and agrees to provide PacifiCorp, upon request, with evidence to show its qualifying facility status.
[3] Docket No. 24-035-49.
[4] Docket No. 25-035-51.

b. Replace the pricing in Exhibit E with updated pricing. PPA purchase prices were calculated under Commission approved methodologies,[5] and this filing provides confidential PLEXOS study outputs and spreadsheets supporting the derivation of PPA prices, with all spreadsheet formulae intact.

c. Update the applicable line loss factor to 1.0261. Rocky Mountain Power has provided confidential workpapers to support the line loss adjustment calculations.

6. Except as specifically modified by the Second Amendment, all other provisions of the PPA remain unchanged and in full force and effect.

7. Approval of the Second Amendment supports the Company's obligations to purchase power from QFs under PURPA. Approval is also in the public interest as it preserves existing qualifying facility generation, maintains continued access to up to 25.0 MW of non-firm energy, avoids unnecessary disruption to an existing commercial relationship, and provides benefits to customers through continued operation under Commission-approved avoided cost pricing. The amendment represents a limited modification to an existing Commission-approved agreement, and does not require construction of new facilities or additional transmission infrastructure.

8. PacifiCorp allocates costs among its retail jurisdictions pursuant to Commission-approved inter-jurisdictional allocation methodologies. The Commission approved the 2020 Inter-Jurisdictional Cost Allocation Agreement in 2020,[6] and subsequently obtained approval to extend the 2020 Protocol through the end of 2025.[7]

9. According to the terms of the 2020 Protocol, the costs of QF PPAs are allocated as situs-assigned resources to the state having jurisdiction over the QF PPA. Approval of the Second

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[5] *E.g.,* Docket No(s). 03-035-14, 16-035-38, 16-035-39, and 16-035-40.
[6] Docket No. 19-035-42.
[7] Docket No. 23-035-20.

Amendment to the Tesoro PPA is consistent with the Company's previously applicable Commission-approved cost-allocation framework.

10. Portions of the PPA and Second Amendment contain confidential commercially sensitive information, including pricing provisions, which should be protected from public disclosure pursuant to Utah Administrative Code R746-100 and applicable Commission practice. The Company has separately submitted a confidential copy of the amendment and a public redacted version.

Accordingly, Rocky Mountain Power respectfully requests the Commission: (1) approve the Second Amendment to the Power Purchase Agreement between PacifiCorp and Tesoro, and find the terms and conditions of the Agreement to be just, reasonable, and in the public interest; and (2) grant confidential treatment to protected commercial information contained in the filing.

Respectfully submitted this 24th day of August 2026.

ROCKY MOUNTAIN POWER

____

Zachary Rogala
Rocky Mountain Power
1407 W. North Temple, Suite 320
Salt Lake City, Utah 84116
435.319.5010
zachary.rogala@pacificorp.com

Attorney for Rocky Mountain Power

SECOND AMENDMENT TO

NON-FIRM POWER PURCHASE AGREEMENT

This Second Amendment (this "Amendment") to the Non-Firm Power Purchase Agreement entered into on September 30, 2024 (as amended by the First Amendment dated July 18, 2025, the "Agreement"), is entered into by and between PacifiCorp and Tesoro Refining & Marketing Company LLC. 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.

WHEREAS the Parties wish to extend the term of the Agreement and establish the pricing for the extension period;

The Parties agree as follows:

1. Section 2.2 of the Agreement is hereby replaced in its entirety with the following:

   "Unless terminated sooner as provided herein, this Agreement shall terminate at 24:00:00 MPT December 31, 2027."

2. The Exhibit E attached hereto as **Attachment 1** will replace Exhibit E of the Agreement in its entirety effective as of January 1, 2027.

3. Effective as of January 1, 2027, the Line Loss Factor, as defined in Section 5.1, shall be 1.0261 for the period for which the Agreement is extended by this Amendment.

4. 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. In the event of a conflict, this Amendment shall have the highest precedence over Agreement or previous amendments. 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:		By:	Thomas R. Burns Digitally signed by Thomas R. Burns Date: 2026.07.28 08:37:49 -07'00'
Name:	Stuart V. Smith	Name:	Thomas Burns
Title:	Advanced Book Lead	Title:	VP, Resource Planning & Procurement
Date:	07/22/2026	Date:	July 28, 2026

Approved as to Form

REDACTED

Attachment 1

EXHIBIT E
PRICING ($/MWh)

Year	June - September		October – May	
	Peak	Off-Peak	Peak	Off-Peak
2027	[redacted]	[redacted]	[redacted]	[redacted]