

August 12, 2016

E-File puc.filingcenter@state.or.us.

Public Utility Commission of Oregon 201 High Street, SE P. O. Box 1088 Salem, OR 97308-1088

Attn: Commission Filing Center

Re: UE 238 - Steam Sale Agreement between PGE and Boardman Foods, Inc. Advice Filing 2016-S2 (Extension Request)

Per ORS 757.005, 757.007, and 757.009, enclosed for filing is an Amendment to the Steam Sale Agreement (First Amendment) between Portland General Electric Company (PGE) and Boardman Foods, Inc. ("Boardman Foods").

The purpose of the Amendment is to extend the expiration date of the existing agreement from November 1, 2016 to December 31, 2016. The existing Energy Sale Agreement between PGE and Boardman Foods was approved by the OPUC in Order 11-429 on November 28, 2011.

PGE asks that the Public Utility Commission of Oregon ("OPUC") consider this extension at the September 27, 2016 public meeting.

PGE and Boardman Foods are working on the terms and conditions of a new steam sale agreement and require additional time to complete the negotiations. The primary changes to the new agreement are to:

- Align customer renewal dates to January 1st;
- Implement a capacity charge to recover fixed costs;
- Split the variable steam charge into a Base Steam charge and Peak Steam charge; and
- Implement a charge for excessive steam volume changes if the customer's Steam Block and control value is not operational.

Steam Sale Agreement between PGE and Boardman Foods, Inc. August 12, 2016
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PGE will file the new agreement with the OPUC for its review at the close of negotiations, and anticipates that it will request the contract become effective on January 1, 2017.

If you have any questions, please contact me at (503) 464-8929 or Launa Harmon at (503) 464-7251.

Sincerely,

Stefan Brown

Manager, Regulatory Affairs

Attachments:

Report Cover Sheet

Amendment to Steam Sale Agreement

cc: Marc Bocci

ue 238\_advice 2016-s2\_pge extension ltr \_boardman\_8-12-16.docx

## AMENDMENT TO STEAM SALE AGREEMENT

THIS AMENDMENT TO STEAM SALE AGREEMENT (this "Amendment") is made and effective as of this 9 day of May\_\_ 2016 ("Effective Date"), by and between Portland General Electric Company ("PGE") and Boardman Foods, Inc. ("Boardman Foods"). PGE and Boardman Foods are sometimes referred to in this Amendment in the singular as "Party" and in the plural as the "Parties."

## WITNESSETH

WHEREAS, PGE and Boardman Foods have heretofore entered into that certain Steam Sale Agreement effective November 1, 2011 (the "Agreement") pursuant to which PGE agreed to sell steam to Boardman Foods and Boardman Foods agreed to purchase steam from PGE for the purpose of using steam for Boardman Foods' industrial operations.

WHEREAS, the Agreement will expire on November 1, 2016.

WHEREAS, PGE and Boardman Foods wish to extend the expiration date of the Agreement from November 1, 2016 to December 31, 2016, and to enter into negotiations for a new Steam Sale Agreement to become effective January 1, 2017.

NOW, THEREFORE, the Parties hereby agree that the Agreement be amended as follows:

- 1. All capitalized terms used in this Amendment, to the extent not otherwise expressly defined herein, shall have the same meanings ascribed to such terms in the Agreement
- 2. As of the Effective Date of this Amendment, the Agreement is hereby amended to extend the expiration date of the Term from November 1, 2016 to December 31, 2016.
- 3. Except as provided herein, the terms and conditions of the Agreement shall be unmodified and shall continue in full force and effect. To the extent, if any, that the terms and conditions of this Amendment conflict with the terms and conditions of the Agreement, the Agreement is amended accordingly, and the terms and conditions of this Amendment shall control.
- 4. Each Party represents that it has the full legal right, power and authority to enter into this Amendment and that this Amendment shall constitute a valid and legally binding obligation of such Party enforceable against such Party in accordance with its terms.
- 5. This Amendment may be executed in one (1) or more counterparts, each of which when taken together shall constitute one and the same Amendment. Counterparts bearing facsimile signatures shall be deemed to constitute originals.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

PORTLAND GENERAL ELECTRIC COMPANY	BOAR	DMAN FOODS, INC.
1 1	70	Debbie Radie
By: Dest Jenkin	By:	
Title: VP, Power Jully Generation	Title:	Debbie Radie VP Operations
Date: 5/12/2016	Date:	May 9, 2016

## e-FILING REPORT COVER SHEET



PORTLAND GENERAL ELECTRIC COMPANY **COMPANY NAME:** DOES REPORT CONTAIN CONFIDENTIAL INFORMATION? Yes If yes, submit a redacted public version (or a cover letter) by email. Submit the confidential information as directed in OAR 860-001-0070 or the terms of an applicable protective order. Select report type: ■ RE (Electric) RG (Gas) RW (Water) RT (Telecommunications) RO (Other, for example, industry safety information) Yes, report docket number: UE 238 Did you previously file a similar report? Report is required by: DAR Statute 757.005, 757.007, AND 757.009 Order 11-429 Steam Contract Approved in 2011 Note: A one-time submission required by an order is a compliance filing and not a report (file compliance in the applicable docket) (For example, federal regulations, or requested by Staff) Is this report associated with a specific docket/case? Yes, docket number: UE-238 List Key Words for this report. We use these to improve search results. UE 238, Steam contract between Boardman Foods, Inc - Extension Request PGE Advice 2016-S2 Send the completed Cover Sheet and the Report in an email addressed to PUC.FilingCenter@state.or.us Send confidential information, voluminous reports, or energy utility Results of Operations Reports to PUC Filing Center, PO Box 1088, Salem, OR 97308-1088 or by delivery service to 3930 Fairview Industrial Drive SE, Salem, OR 97302.