



Portland General Electric Company
121 SW Salmon Street • Portland, Oregon 97204
PortlandGeneral.com

October 21, 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 243 - Steam Sale Agreement between PGE and ConAgra Foods Lamb Weston, Inc.
Advice Filing 2016-S3 (Extension Request through 3-31-17)**

Per ORS 757.005, 757.007, and 757.009, enclosed for filing is a Second Amendment to Steam Sale Agreement between Portland General Electric Company (PGE) and ConAgra Foods, Inc. ("Amendment"). The purpose of this Amendment is to extend the expiration date of the existing agreement from December 31, 2016 to March 31, 2017.

ConAgra is currently undergoing a corporate reorganization and has indicated that its contract team will be very busy in the next few months working on the reorganization. As a result, ConAgra has requested that the execution of its new Steam Sale Agreement be delayed and expects to be able to complete negotiation of the Steam Sale Agreement by the end of the first quarter of 2017.

PGE will subsequently file similar extension requests for: 1) Columbia River Processing agreement (Advice 2016-S4), and Boardman Foods, Inc. (Advice 2016-S5) in order for all of the new steam sale agreements to have the same term and be on the same renewal cycle.

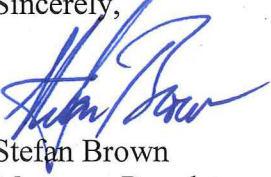
PGE asks that the Public Utility Commission of Oregon ("OPUC") consider this extension at the December 6, 2016 public meeting. PGE will file all of the new agreements with the OPUC for its review at the close of negotiations, and anticipates that it will request that

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these agreements become effective on April 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

Second Amendment to Steam Sale Agreement

cc: Marc Bocci

SECOND AMENDMENT TO STEAM SALE AGREEMENT

THIS SECOND AMENDMENT TO STEAM SALE AGREEMENT (the "Amendment") is effective as of this 11th day of August 2016 ("Effective Date"), by and between Portland General Electric Company ("PGE") and ConAgra Foods Lamb Weston, Inc. ("ConAgra"). PGE and ConAgra are sometimes referred to in this Amendment in the singular as "Party" and in the plural as the "Parties."

WITNESSETH

WHEREAS, PGE and ConAgra have heretofore entered into that certain Steam Sale Agreement effective December 15, 2011 (the "Agreement") pursuant to which PGE has agreed to sell steam to ConAgra and ConAgra has agreed to purchase Steam from PGE for the purpose of using Steam for ConAgra's industrial operations; and

WHEREAS, the Term of the Agreement will expire on December 14, 2016; and

WHEREAS, PGE and ConAgra wish to extend the expiration date of the Agreement from December 14, 2016 to March 31, 2017, and to enter into negotiations for a new Steam Sale Agreement to become effective April 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 December 14, 2016 to March 31, 2017.
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

CONAGRA FOODS LAMB WESTON, INC.

By: Paul Jenkins

By: Ben Hunt

Title: VP, Power Supply Generation

Title: PURCHASING MANAGER

Date: 8/19/2016

Date: 8-11-2016

MB

PGE Approved By:	
Business Terms	BNT
Credit	<u>[Signature]</u>
Legal	MB
Risk Mgt.	<u>[Signature]</u>



e-FILING REPORT COVER SHEET

COMPANY NAME: PORTLAND GENERAL ELECTRIC COMPANY

DOES REPORT CONTAIN CONFIDENTIAL INFORMATION? No 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)

Did you previously file a similar report? No Yes, report docket number: UE 243

Report is required by: OAR Statute 757.005, 757.007, AND 757.009 Order 16-361 Note: A one-time submission required by an order is a compliance filing and not a report (file compliance in the applicable docket) Other (For example, federal regulations, or requested by Staff)

Is this report associated with a specific docket/case? No Yes, docket number: UE-243

List Key Words for this report. We use these to improve search results.

UE 243, Steam contract between Conagra Foods Inc. Extension Request PGE Advice 2016-S3

Send the completed Cover Sheet and the Report in an email addressed to PUC.FilingCenter@state.or.us

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