



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

May 13, 2013

**E-Mail / US Mail**  
puc.filingcenter@state.or.us

Vikie Malkasian, Administrator  
Oregon Public Utility Commission  
550 Capitol Street, N.E., Ste 215  
Salem, OR 97301-2551

ATTN: *Commission Filing Center*

**Re: Steam Contract between PGE and Upper Columbia Mill, LLC.  
Advice 2013-S1**

Per ORS 757.005, 757.007, and 757.009, enclosed for filing is an executed version of a Second Amendment to the steam contract between Portland General Electric Company ("PGE") and Upper Columbia Mill, LLC, along with three additional hardcopies per the request of OPUC personnel.

The original amendment provided on April 3, 2013, contained a reference to a section of the 2008 Agreement that did not exist. PGE's second amendment corrects that reference. As stated in the April 3 filing, this is part of modifications to four separate agreements for delivery of steam from Coyote Springs. These five amendments reduce the steam capacity available to two customers (JSH Farms and Upper Columbia Mill) and increase it for two others (ConAgra Lamb Weston and Columbia River Processers). The reductions offset the increases and the amendment should not impact PGE customers.

We request this matter be considered at the May 21, 2013 Public Meeting, as the steam customer has requested that service begin under the contract on or about May 31, 2013. Therefore, PGE requests that the contract become effective with meter readings on and after May 31, 2013. OPUC Staff is aware of this correction and expects it to have no impact on their review.

If you have any questions or require further information, please call me at (503) 464-7580. Please direct all formal correspondence and requests to the following email address [pge.opuc.filings@pgn.com](mailto:pge.opuc.filings@pgn.com).

Sincerely,

Patrick Hager  
Manager, Regulatory Affairs

PGH/lbh

Attachs: via E-Mail and US Mail

cc: John Crider, OPUC (via electronics)

**SECOND AMENDMENT TO ENERGY SALE AGREEMENT**

THIS SECOND AMENDMENT TO ENERGY SALE AGREEMENT (this "Second Amendment") is made and entered into as of this June 1, 2013, by and between Portland General Electric Company ("PGE") and Upper Columbia Mill, LLC ("UCM"). PGE and UCM are sometimes referred to in this Second Amendment in the singular as "Party" and in the plural as the "Parties." Capitalized terms used in this Second Amendment, to the extent not expressly otherwise defined herein, shall have the same meanings ascribed to such terms in the Agreement.

RECITALS

WHEREAS, UCM and PGE entered into that certain Energy Sale Agreement dated July 14, 2008 (the "Agreement") pursuant to which PGE agreed to sell steam to UCM and UCM agreed to purchase steam from PGE for the purpose of using steam for industrial purposes.

WHEREAS, UCM and PGE entered into that certain First Amendment to Energy Sale Agreement ("First Amendment") dated March 21, 2013 to decrease the quantity of Base Steam to 40,000 pounds per hour at the Steam Delivery Point.

WHEREAS, the First Amendment incorrectly stated the Parties' intended revision to Section 5.2(d) of the Agreement and the Parties now desire to correct such error by entering into this Second Amendment.

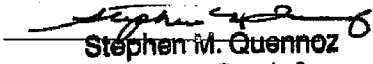
NOW, THEREFORE, in consideration of recitals and covenants set forth in this Second Amendment, the Parties agree to amend the First Amendment as follows:

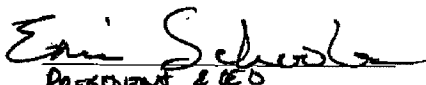
1. Delete and replace Section 4 of the First Amendment in its entirety as follows:
  4. Section 5.2 (d) is modified by deleting "(or 60,000 pounds per hour if the additional 20,000 pounds per hour Base Steam are added)" in the paragraph.
2. Except as amended herein, the terms and conditions in the Agreement as amended by the First Amendment, shall remain in full force and effect and are hereby ratified in their entirety.
3. Each Party to this Second Amendment represents to the other Party that it has the full legal right, power and authority to enter into this Second Amendment and that this Second Amendment shall constitute a valid legally binding obligation of the Parties enforceable against such individual Party in accordance with its terms.
4. This Second Amendment may be executed in one (1) or more counterparts, each of which when taken together shall constitute but one and the same Second Amendment. Counterparts bearing facsimile signatures shall be deemed to constitute originals.




IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Second Amendment to be signed by their respective officers who are duly authorized as of the day and year first set forth above.

PORTLAND GENERAL ELECTRIC  
COMPANY

UPPER COLUMBIA MILL, LLC.

By:   
 Title: VP Power Supply & Generation  
 Date: MAY 03 2013

By:   
 Title: PRESIDENT & CEO  
COLLINS MANAGEMENT CORPORATION  
FOR UPPER COLUMBIA MILL, LLC  
 Date: 5-9-13

PGE Approved By:		UCM 	ADJ 
	Business Terms		