



Portland General Electric Company

Legal Department
121 SW Salmon Street, 1WTC1301
Portland, Oregon 97204
Phone 503-464-7822
Fax 503-464-2200
portlandgeneral.com

David F. White

Managing Senior General Counsel
david.white@pgn.com

April 19, 2024

Via E-Mail

Maria Robinson
Director, Grid Deployment Office
U.S. Department of Energy
1000 Independence Avenue, S.W.
Washington, DC 20585
electricity.exports@hq.doe.gov

Re: Application for Renewal of Portland General Electric Company's Blanket
Authorization to Export Electricity to Canada, Docket No. EA-97-D

Dear Director Robinson:

Enclosed for filing is the Application of Portland General Electric Company for Renewal of Authorization to Export Electricity to Canda. In accordance with 10 C.F.R. § 205.309, PGE has paid the filing fee of \$500.00 electronically via pay.gov, with a copy of the payment confirmation included herein. Copies of the Application has been served upon the Secretary of the Federal Energy Regulatory Commission and the Oregon Public Utility Commission.

Thank you for your assistance.

Sincerely,

David F. White
Senior Managing General Counsel
Portland General Electric Company
121 SW Salmon Street, 1WTC1301
Portland, Oregon 97204
(503) 464-7701 (phone)
Email: David.White@pgn.com

cc: Federal Energy Regulatory Commission
Oregon Public Utility Commission

**UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
GRID DEPLOYMENT OFFICER**

Portland General Electric Company

Docket No. EA-97-E

**APPLICATION OF PORTLAND GENERAL ELECTRIC COMPANY FOR
RENEWAL OF AUTHORIZATION TO EXPORT ELECTRICITY TO CANADA**

Pursuant to Section 202(e) of the Federal Power Act (FPA), 16 U.S.C. § 824a(e) (2018), and the Department of Energy’s (DOE) regulations contained in 10 C.F.R. § 205.300, *et seq.* (2023), Portland General Electric Company (PGE), hereby files its Application for Renewal (Renewal Application) of its authorization to export electricity from the United States to Canada for a term of 10 years, effective June 25, 2024, the date of expiration of PGE’s current authorization.

I. COMMUNICATIONS

Communications regarding this Renewal Application should be sent to the following:

David White
Portland General Electric Company
121 SW Salmon Street
1WTC 1301
Portland, OR 97204
(503) 464-7701
David.white@pgn.com

Jenny Mackie
Portland General Electric Company
121 SW Salmon Street
IOC
Portland, OR 97204
(503) 789-6439
Jenny.mackie@pgn.com

II. BACKGROUND

PGE was first authorized by the DOE to export electricity to Canada under Order No. EA-97, dated April 29, 1994.¹ The Order was subsequently renewed on March 5, 1998, effective

¹ Order Authorizing Electricity Exports to Canada, Order No. EA-97 (Apr. 29, 1994).

for five (5) years.² On June 25, 2004, the Order was renewed for a period of ten (10) years.³ On July 1, 2014, the Order was renewed for another ten (10) years from the effective date of June 25, 2014.⁴

III. APPLICATION FOR RENEWAL

Request for Effective Date

PGE requests that renewal of its export authorization be effective on June 25, 2024, in order to avoid any lapse in PGE's authority to export electricity to Canada. As noted above, PGE seeks to extend its authorization to export electricity to Canada for a ten-year period.

Description of Applicant

The legal name of the applicant is Portland General Electric Company. PGE is a vertically integrated electric utility organized and authorized to do business in the State of Oregon, with its principal place of business located at 121 SW Salmon Street, Portland, Oregon 97204. PGE is also authorized to do business in the state of Washington. PGE's shares are publicly traded on the New York Stock Exchange under the ticker symbol "POR." PGE is located in the Western Electricity Coordinating Council (WECC) and provides regulated electric service to approximately 928,860 residential, industrial, and commercial customers in Oregon as of December 31, 2023. PGE owns generation, transmission, and distribution facilities for service to wholesale and retail customers, and it buys and sells power in the Western energy wholesale market. PGE is subject to regulatory oversight by the Oregon Public Utility Commission (OPUC) with respect to retail electric service. The address of the OPUC is 201 High Street,

² Order Authorizing Electricity Exports to Canada, Order No. EA-97-B (March 5, 1998).

³ Order Authorizing Electricity Exports to Canada, Order No. EA-97-C (June 25, 2004).

⁴ Order Authorizing Electricity Exports to Canada, Order No. EA-97-D (July 1, 2014).

#100, Salem, Oregon 97301. PGE is also subject to the jurisdiction of the Federal Energy Regulatory Commission (FERC) with respect to its wholesale sales of electricity, interstate transmission of electricity, interstate natural gas pipeline activities, and other matters.

PGE owns or has under long term contracts over 3,500 MWs of generating capacity from a diversity of sources including hydropower, coal and gas combustion, wind, and solar. PGE also has over 1,100 circuit miles of transmission lines ranging from 115 kV to 500 kV, as well as primary and secondary distribution lines that deliver electricity to its customers. In addition, PGE owns a 79.5% interest in the 17-mile Kelso-Beaver interstate gas pipeline. PGE provides transmission and interconnection service on its transmission system pursuant to PGE's Open Access Transmission Tariff (OATT) on file with the FERC.⁵

PGE is authorized by the FERC to sell, at market-based rates, electric capacity and/or energy, and ancillary services.⁶ PGE lacks market-based rate authority in the PGE Balancing Authority Area, except for sales in the Energy Imbalance Market operated by the California Independent System Operator Corporation (CAISO). PGE has no affiliates or subsidiaries that own or operate energy-related facilities or that have been granted market-based rate authority.

PGE is authorized by the applicable Canadian regulatory authority, Canada Energy Regulator (CER), to export electricity to the United States under Permit EPE-493. PGE's current authorization expires on March 14, 2033.

PGE is not wholly or partly owned by a foreign government and is not directly or indirectly assisted by a foreign government or instrumentality thereof. In addition, PGE does not have any agreement pertaining to ownership or assistance from any foreign government or instrumentality thereof.

⁵ *Portland Gen. Elec. Co.*, 122 FERC ¶ 61,226 (2008).

⁶ *Portland Gen. Elec. Co.*, 160 FERC ¶ 61,131 (2017).

Jurisdiction

Pursuant to section 202(e) of the FPA⁷, the DOE has jurisdiction over the action to be taken in this Renewal Application. PGE does not know of any other federal, state, or local government that has jurisdiction over the action to be taken in this Renewal Application.

Description of Transmission Facilities

PGE seeks to renew its existing authority to deliver the power it sells to the Canadian counterparties over existing⁸ cross-border transmission lines owned and operated by Bonneville Power Administration (BPA) and MATL LLP (MATL), as well as any additional cross-border facilities that PGE may secure the rights to use. The BPA transmission facilities and the MATL transmission facilities (and their Presidential Permit numbers) are listed in Exhibit C. PGE has and will continue to comply with the terms and conditions contained in the export authorizations issued for those facilities as well as other export limitations that the DOE may deem appropriate for those facilities.

Technical Discussion

PGE's sale of electric energy under this Permit has not and will neither impair the sufficiency of electric supply within the United States nor would it impede or tend to impede the coordination in the public interest of facilities subject to the jurisdiction of DOE.

First, PGE is a load serving entity, with 'provider of last resort' responsibilities. PGE's primary responsibility is to provide safe, reliable, and cost-effective power to its retail customers. The OPUC has jurisdiction to ensure that PGE performs those obligations.

⁷ 16 U.S.C. 824a(e) (2018).

⁸ Since the exports under this Permit will take place over existing transmission lines, an environmental impact statement or an environmental assessment under the National Environmental Policy Act is not required for DOE to renew this Permit.

Second, PGE is a member of the Western Power Pool (WPP), whose programs ensure power utilities in the Western United States (and Canada) achieve maximum benefits through coordinated operations to include regional resource adequacy, frequency response, capacity reserve sharing, transmission planning, and transmission expansion activities.

In addition, PGE is obligated by its membership in the WPP to have available at all times certain amounts of operating reserves. These reserves comply with North American Electric Reliability Corporation Reliability Standards, Operating Guides, and WECC Minimum Criteria for Operating Reliability which ensure the bulk power system will be operated at all times so that general system instability, uncontrolled separation, or cascading outages will not occur as a result of the most severe single contingency. Sales to any counterparty, including sales for export, can only take place if PGE has its allocated amount of operating reserve available at the time, for its own use or another WPP member's use, to counteract a system emergency. The controls inherent in transactions that comply with the foregoing requirements are sufficient to ensure that PGE's use of the export authorization will be consistent with section 202(e) of the FPA.

Third, in the United States PGE sells energy and capacity to any counterparties pursuant to the PGE-11 tariff or the PGE-2 tariff. In addition, PGE sells energy to the Alberta Electric System Operator (AESO) under the AESO ISO Tariff. The umbrella agreements under those tariffs require mutual agreement of the seller and purchaser on the terms and conditions under which they will each provide and receive such service, and allow for the seller to determine, in its sole discretion, the amount and extent of power available for sale under those contractual commitments. PGE's provider of last resort obligations, prudent utility practice and WECC operating requirements would all prohibit exports of power if such action would jeopardize the

reliability of PGE's system or the regional system. PGE has no intention to engage in exports which could result in a detriment to the U.S. electrical system or undermine PGE's ability to reliably serve its customers.

Fourth, granting this Renewal Application for export authorization is consistent with the United States Mexico Canada Agreement (U.S.M.C.A.) between the United States, Canada, and Mexico. PGE requests renewal of the authorization to export through specific border facilities for use with counterparties who currently have executed power purchase agreements with PGE and counterparties with which PGE may enter into power purchase agreements during the term of the authorization. All transactions executed under such power purchase agreements will be consistent with the terms and conditions of the export authorization and any applicable Orders issued by DOE.

IV. EXHIBITS

In accordance with 10 C.F.R. § 205.303, the following exhibits are attached hereto and made part hereof:

- | | |
|-----------|---|
| Exhibit A | (1) PGE's transmission contracts with MATL; and (2) AESO ISO PGE Import and Export Agreements. BPA's transmission tariff with form transmission agreements can be found at https://www.bpa.gov/-/media/Aep/transmission/open-access-transmission-tariff/bpa-open-access-transmission-tariff-20231001.pdf (PGE executes form transmission agreements with BPA for BPA transmission service) and the applicable AESO ISO Tariff can be found at https://www.aeso.ca/assets/documents/ISO-Tariff-Current-Combined-2024-01-01.pdf . |
| Exhibit B | Legal Opinion of PGE's Counsel |
| Exhibit C | (1) Maps of PGE Generation Facilities, (2) BPA Transmission Facilities, (3) MATL Transmission Facilities (which are identified through its owner Berkshire Hathaway Energy), and (4) list of BPA and MATL international transmission facilities. |
| Exhibit D | Not Applicable |
| Exhibit E | Not Applicable |
| Exhibit F | Not Applicable |

V. SERVICE

Pursuant to 10 C.F.R. § 205.309, a copy of this Renewal Application is being provided to:

Federal Energy Regulatory Commission
Office of the Secretary
888 First Street, NE
Washington, DC 20426

Oregon Public Utility Commission
201 High Street, #100
Salem, OR 97301

VI. CONCLUSION

WHEREFORE, for the foregoing reasons, PGE respectfully requests that this Renewal Application be approved for a term of ten years, effective June 25, 2024.

DATED this 19th day of April, 2024

Respectfully Submitted,



David F. White
Senior Managing General Counsel
Portland General Electric Company

Exhibit A

ATTACHMENT B-1

Form of Short Term TSR Purchase and Service Agreement

SHORT TERM TSR PURCHASE AND SERVICE AGREEMENT

FOR

TRANSMISSION OF ELECTRICITY ON THE MONTANA ALBERTA TIE LINE

MATL LLP

Service Agreement No. 26

This SHORT-TERM TSR PURCHASE AND SERVICE AGREEMENT FOR TRANSMISSION OF ELECTRICITY ON THE MONTANA ALBERTA TIE LINE ("Agreement") is made and entered into this 12th day of April 2023, between:

MATL LLP ("Transmission Provider")

and

Portland General Electric (PG&E) ("Transmission Customer")

Witnesseth: That in consideration of the mutual covenants contained herein the parties agree as follows:

Section 1. Service to be Rendered

The Transmission Provider agrees to provide Transmission Service to the Transmission Customer pursuant to the provisions of its Open Access Transmission Tariff ("Tariff") on file with the Federal Energy Regulatory Commission (the "FERC") if the Transmission Customer has been awarded Transmission Service Rights ("TSRs") pursuant to Section 2 of this Agreement. The Tariff is incorporated into and made a part of this Agreement.

Section 2. Award of Transmission Service Rights

TSRs will be awarded periodically to the Transmission Customer based on the results of the OASIS Short Term capacity sale process, held in conformance with Schedule 7 of the Tariff, as approved by FERC. In order to qualify for inclusion in the OASIS Short Term capacity sale, the Eligible Customer must:

- 1) submit a completed Short Term Service request form, attached hereto as Attachment 1 to this Short Term Purchase and Service Agreement
- 2) meet the creditworthiness criteria as set forth in Section 11 of the Tariff
- 3) be approved by the Transmission Provider as a Transmission Customer for short term service
- 4) provide verification that the customer has obtained all necessary permits enabling its import and/or export of energy between the United States and Canada
- 5) obtain a digital security certificate from the Transmission Provider's OASIS system provider; and

- 6) abide by all the rules of the OASIS system provider.

Section 3. Transmission Customer's Acceptance

In accordance with the provisions of the Tariff, the Transmission Customer agrees to use and pay for, or nonetheless pay for if not used, the awarded TSRs for the term of this Agreement.

Section 4. Monthly Payments

The Transmission Customer shall pay monthly all of the charges for Transmission Service bid on by the Transmission Customer and awarded to the Transmission Customer by the Transmission Provider using the Transmission Provider's OASIS system. The Transmission Customer shall pay charges billed pursuant to Schedule 10 of the Tariff.

Section 5. Term

This Agreement shall be effective as of the date first written above, for a term of 10 years.

Section 6. Binding Nature of The Agreement

This Agreement shall be binding on the Transmission Customer upon execution of a completed Attachment 1 and the execution by both parties.

Section 7. Notices

Notices to the Transmission Provider shall be addressed to:

MATL LLP
666 Grand Avenue, Suite 2700
Des Moines, Iowa 50309-2580
Attention - VP, Finance

with a copy to:

MATL Canada LP
Suite 3020, Bow Valley Square 3
255 5 Avenue SW
Calgary, AB, T2P 3G6

Attention - Senior Operations Manager

Notices to the Transmission Customer shall be addressed to:

Portland General Electric
121 SW Salmon St., 10c
Portland, OR 97204
c/o Mid-office operations

Section 8. Definitions

Terms not otherwise defined herein shall have the meaning attributed to it pursuant to the Tariff.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement in several counterparts by their duly authorized officers with effect as of the day first above written.

Transmission Provider

Transmission Customer

MATL LLP,
by its general partner, Montana
Alberta Tie US Holdings GP Inc.

Entity: Portland General Electric (PG&E)

Doug Kusyk
Doug Kusyk (Apr 11, 2023 09:48 PDT)

Name: Doug Kusyk
Title: General Counsel

Darrington Outama
Darrington Outama (Nov 14, 2022 18:33 PST)

Name: Darrington Outama
Title: Senior Director Energy Supply

Records Department
Records Department (Nov 8, 2022 14:44 PST)

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Attachment 1 to
SHORT-TERM TSR PURCHASE AND SERVICE AGREEMENT
No. 26
REQUEST FOR SHORT-TERM TRANSMISSION SERVICE

DATED April 12, 2023

Requesting Company Portland General Electric (PGE)
Address: 121 SW Salmon St.
100
Portland, OR 97204

Company Contact: Aaron Rodenhorst

Title: Manager Day Ahead Trading

Submitted by:

Darrington Outama
Darrington Outama (Nov 14, 2022 18:33 PST)

(Transmission Customer Authorized Signature)

Senior Director, Power Operations

Credit Information

Bank Reference _____

ATTACHMENT B-2

Form of Service Agreement for Non-Firm Point-To-Point Transmission Service

1.0 This Service Agreement, dated as of April 12, 2023, is entered into, by and between MATL LLP (Transmission Provider), and

Portland General Electric (PG&E) (Transmission Customer).

2.0 The Transmission Customer has been determined by the Transmission Provider to be a Transmission Customer under Part II of the Tariff and has filed a Completed Application for Non-Firm Point-To-Point Transmission Service in accordance with Section 18.2 of the Tariff.

3.0 Service under this Agreement shall be provided by the Transmission Provider upon request by an authorized representative of the Transmission Customer.

4.0 The Transmission Customer agrees to supply information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.

5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Non-Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.

6.0 The Transmission Customer agrees to pay for any charges billed in accordance with Schedule 10 of the Tariff.

7.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

MATL LLP
666 Grand Avenue, Suite 2700
Des Moines, Iowa 50309-2580
Attention - VP, Finance

with a copy to:

MATL Canada LP
Suite 3020, Bow Valley Square 3
255 5 Avenue SW
Calgary, AB, T2P 3G6

Attention - Senior Operations Manager

Transmission Customer:

Portland General Electric (PG&E)
121 SW Salmon St, 10C
Portland, OR 97204

C/O Mid-Office Operations
copy to:

C/O Manager, Day Ahead trading

Ani Chopra

8.0 The Tariff is incorporated herein and made a part hereof.
IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be
executed by their respective authorized officials.

Transmission Provider

Transmission Customer

MATL LLP,
by its general partner, Montana
Alberta Tie US Holdings GP Inc.

Entity: Portland General Electric (PG&E)

Doug Kusyk
Doug Kusyk (Apr 11, 2023 09:07 PDT)

Name: Doug Kusyk

Title: General Counsel

Darrington Outama
Darrington Outama (Nov 17, 2022 17:39 PST)

Name: Darrington Outama

Title: Senior Director Energy Supply

Records Department
Records Department (Nov 8, 2022 14:44 PST)

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PORTLAND GENERAL ELECTRIC COMPANY

Import June 01, 2024

**SYSTEM ACCESS SERVICE AGREEMENT
FOR IMPORT OPPORTUNITY SERVICE RATE
("Import Agreement")**

This Import Agreement is effective as of June 01, 2024.

Between:

INDEPENDENT SYSTEM OPERATOR, operating as AESO
a statutory corporation established pursuant to the
Electric Utilities Act (Alberta)
with offices in the City of Calgary, in the Province of Alberta
(the "ISO")

and

PORTLAND GENERAL ELECTRIC COMPANY,
a Corporation, formed pursuant to the laws of Oregon,
(the "market participant")

RECITALS:

- A. This Import Agreement sets out the particular details of the **system access service** that the **ISO** will provide to the **market participant** under Rate IOS of the **ISO tariff**, *Import Opportunity Service*.
- B. The **ISO tariff** contains additional terms and conditions of **system access service**. This Import Agreement is comprised of both this document and the **ISO tariff**, and accordingly, both this document and the **ISO tariff** must be referred to and administered by the parties, even though the **ISO tariff** is not attached but incorporated into this Import Agreement by reference.

In consideration of the premises to this Import Agreement, the mutual covenants and agreements set forth in this Import Agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties), the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- (a) Unless otherwise defined in this Import Agreement, bolded terms, not including headings, used in this Import Agreement have the meanings given to them in the *Consolidated Authoritative Document Glossary*. Capitalized terms have the meanings given to them in the preamble or body of this Import Agreement, including:
- i. "Import Agreement" means this System Access Service Agreement for Import Opportunity Service Rate;
 - ii. "Effective Date" means date that the Import Agreement comes into effect, as stated in the preamble of this Import Agreement; and
 - iii. "Point of Interconnection" means the British Columbia **Intertie**, Saskatchewan **Intertie** or Montana **Intertie**, as indicated in section 2 of this Import Agreement.
- (b) Should the **ISO tariff**, **ISO rules** or *Consolidated Authoritative Document Glossary* be



PORTLAND GENERAL ELECTRIC COMPANY

Import June 01, 2024

amended from time to time during the term of this Import Agreement by approval of the **Commission**, then such amended **ISO tariff**, **ISO Rules** or *Consolidated Authoritative Document Glossary* will apply to this Import Agreement and this Import Agreement shall be deemed amended upon each such approval.

- (c) In the event of any conflict or inconsistency between this document and the **ISO tariff**, the latter shall prevail.

2. **POINT OF INTERCONNECTION**

- British Columbia Intertie
- Montana Intertie

3. **SETTLEMENT**

The **ISO** must charge, and the **market participant** must pay, amounts in accordance with Rate IOS commencing on June 01, 2024.

4. **ISO OBLIGATION TO PROVIDE SERVICE**

Subject to Section 5 and 6 of this Import Agreement, the **ISO** must provide **system access service** under Rate IOS to the **market participant** at the Point of Interconnection pursuant to Section 2 of this Import Agreement.

5. **MARKET PARTICIPANT'S OBLIGATION IN RELATION TO SERVICE**

If the **market participant** takes **system access service** under Rate IOS, the **market participant** must take such **system access service** at the Point of Interconnection pursuant to Section 2 of this Import Agreement.

6. **MARKET PARTICIPANT'S PAYMENT OBLIGATION**

The **market participant** must pay to the **ISO** for **system access service** under Rate IOS during the term of this Import Agreement the amount required pursuant to Rate IOS.

7. **TERM**

This Import Agreement commences on the Effective Date and continues for a term of 1 year, expiring on May 31, 2025.

8. **PRIOR AGREEMENTS**

This Import Agreement supersedes and replaces, as of the Effective Date, any other agreement for **system access service** under Rate IOS between the parties at the Point of Interconnection pursuant to Section 2 of this Import Agreement.



PORTLAND GENERAL ELECTRIC COMPANY

Import June 01, 2024

9. **MARKET PARTICIPANT'S REPRESENTATIONS AND WARRANTIES**

The **market participant** represents and warrants to the **ISO** as follows:

- (a) the **market participant** is duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and duly registered and authorized to carry on business in the Province of Alberta;
- (b) this Import Agreement has been duly authorized, executed and delivered by the **market participant** and constitutes a legal, valid and binding obligation of the **market participant**, enforceable against it in accordance with its terms, except to the extent that such enforceability may be limited by bankruptcy, insolvency, winding-up, reorganization, and similar laws affecting the enforceability of creditors' rights generally and the availability of equitable remedies such as specific performance or injunction; and
- (c) the authorization, execution and performance by the **market participant** of this Import Agreement:
 - (i) does not and will not violate any laws applicable to the **market participant**; and
 - (ii) is not in contravention of its constituting documents or its by-laws or the provisions of any loan agreement or other agreement to which it is a party or by which it is bound.

10. **NOTICES**

- (a) A notice must be provided in accordance with subsection 12.4 of the **ISO tariff, Miscellaneous**. The **market participant's** address for notices is:

PORTLAND GENERAL ELECTRIC COMPANY
121 SW Salmon St., IOC
Portland, Oregon 97204
USA

Attention: Darrington Outama
Telephone: 503-464-2919
Email: darrington.outama@pgn.com

- (b) The **market participant's** address for invoices, if different from the address for notices, is:

PORTLAND GENERAL ELECTRIC COMPANY
121 SW Salmon St., IOC
Portland, Oregon 97204
USA

Attention: Energy Invoicing
Telephone: 503-464-7656
Email: energyinvoicing@pgn.com

- (c) The **market participant** must provide any changes to its address(es) to the **ISO** using the method posted on the AESO website as updated from time to time.



PORTLAND GENERAL ELECTRIC COMPANY

Import June 01, 2024

11. **AMENDMENTS**

- (a) The parties acknowledge that either may request an amendment to this Import Agreement. The **market participant** must request such an amendment by complying with the procedure for amending Import Agreements posted by the **ISO** on its website or, if such procedure is not posted, by providing notice to the **ISO**.
- (b) Notwithstanding the foregoing, the parties acknowledge that the **ISO tariff**, **ISO rules**, and *Consolidated Authoritative Document Glossary* may be amended from time to time during the term of this Import Agreement by approval of the **Commission** and that this Import Agreement is deemed amended upon each such approval.
- (c) Subject to subsection 11(b) of this Import Agreement, this Import Agreement may only be amended by written instrument executed by the **ISO** and the **market participant**.

12. **MISCELLANEOUS**

- (a) Section 6 will survive the termination of this Import Agreement for either the time provided for in such section or the longest period provided by law.
- (b) This Import Agreement will enure to the benefit and be binding upon the parties to this Import Agreement and their respective successors and permitted assigns.
- (c) No waiver by any party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained in this Import Agreement will take effect or be binding upon that party unless the waiver is expressed in writing under the authority of that party. Any waiver so given must extend only to the particular breach so waived and must not limit or affect any rights with respect to any other or future breach.
- (d) Time is of the essence.
- (e) This Import Agreement is governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, excluding any conflict of laws principles that may apply therein.
- (f) Whenever possible, each provision of this Import Agreement must be interpreted in such a manner as to be effective and valid under applicable law, however, each provision of this Import Agreement is intended to be severable and if a provision is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such provision will be severed from this Import Agreement and will not affect the legality, validity or enforceability of the remainder of this Import Agreement or any other provision of this Import Agreement.
- (g) Each party will, from time to time, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as is reasonably required in order to fully perform and carry out the terms of this Import Agreement.
- (h) The parties may execute this Import Agreement by fax, e-mail or other electronic means capable of producing a paper copy, and in separate counterparts, each of which when so



PORTLAND GENERAL ELECTRIC COMPANY

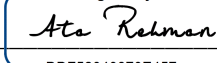
Import June 01, 2024

executed and delivered, and all such counterparts taken together will constitute one instrument.

By signing this Import Agreement, the **market participant** acknowledges that it has reviewed the **ISO tariff** and fully understands all rights and obligations contained in it.

IN WITNESS WHEREOF the **ISO** and the **market participant** have executed this Import Agreement as of the Effective Date.


ISO, operating as **AESO**

DocuSigned by:
Per:  Date: 3/25/2024
DDF52040870E457...

Name: Ata Rehman

Title: Director, Grid Planning & Operations Engineering

PORTLAND GENERAL ELECTRIC COMPANY

Per:  Date: Mar 22, 2024
[Darrington Outama \(Mar 22, 2024 15:27 PDT\)](#)

Name: Darrington Outama

Title: Senior Director, Power Operation







Portland-General-Import-Agreement-2024

Final Audit Report

2024-03-22

Created:	2024-03-22
By:	Jenny Mackie (jenny.mackie@pgn.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzwCnNDsxYXRqMjcC8ADv-W2epPYfabtt

"Portland-General-Import-Agreement-2024" History

-  Document created by Jenny Mackie (jenny.mackie@pgn.com)
2024-03-22 - 10:25:49 PM GMT
-  Document emailed to Darrington Outama (darrington.outama@pgn.com) for signature
2024-03-22 - 10:27:03 PM GMT
-  Email viewed by Darrington Outama (darrington.outama@pgn.com)
2024-03-22 - 10:27:32 PM GMT
-  Darrington Outama (darrington.outama@pgn.com) has agreed to the terms of use and to do business electronically with PORTLAND GENERAL ELECTRIC CO
2024-03-22 - 10:27:57 PM GMT
-  Document e-signed by Darrington Outama (darrington.outama@pgn.com)
Signature Date: 2024-03-22 - 10:27:57 PM GMT - Time Source: server
-  Agreement completed.
2024-03-22 - 10:27:57 PM GMT



PORTLAND GENERAL ELECTRIC COMPANY

Export June 01, 2024

**SYSTEM ACCESS SERVICE AGREEMENT
FOR RATE XOS AND RATE XOM, EXPORT SERVICE
("Export Agreement")**

This Export Agreement effective as of June 01, 2024.

Between:

INDEPENDENT SYSTEM OPERATOR, operating as AESO
a statutory corporation established pursuant to the
Electric Utilities Act (Alberta)
with offices in the City of Calgary, in the Province of Alberta
(the "ISO")

and

PORTLAND GENERAL ELECTRIC COMPANY,
a Corporation, formed pursuant to the laws of Oregon,
(the "market participant")

RECITALS:

- A. This Export Agreement sets out the particular details of the **system access service** that the **ISO** will provide to the **market participant** under:
- Rate XOS of the **ISO tariff**, *Export Opportunity Service*;
 - Rate XOM of the **ISO tariff**, *Export Opportunity Merchant Service*; or
 - both.
- B. The **ISO tariff** contains additional terms and conditions of **system access service**. This Export Agreement is comprised of both this document and the **ISO tariff**, and accordingly, both this document and the **ISO tariff** must be referred to and administered by the parties, even though the **ISO tariff** is not attached but incorporated into this Export Agreement by reference.

In consideration of the premises to this Export Agreement, the mutual covenants and agreements set forth in this Export Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties), the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- (a) Unless otherwise defined in this Export Agreement, bolded terms, not including headings, used in this Export Agreement have the meanings given to them in the *Consolidated Authoritative Document Glossary*. Capitalized terms have the meanings given to them in the preamble or body of this Export Agreement, including:
- i. "Export Agreement" means this System Access Service Agreement for Rate XOS and RATE XOM, Export Service;
 - ii. "Effective Date" means date that the Export Agreement comes into effect, as stated in the preamble of this Export Agreement; and



PORTLAND GENERAL ELECTRIC COMPANY

Export June 01, 2024

iii. "Point of Interconnection" means the British Columbia **Intertie**, Saskatchewan **Intertie** or Montana **Intertie**, as indicated in section 2 of this Export Agreement.

(b) Should the **ISO tariff**, **ISO rules** or *Consolidated Authoritative Document Glossary* be amended from time to time during the term of this Export Agreement by approval of the **Commission**, then such amended **ISO tariff**, **ISO Rules** or *Consolidated Authoritative Document Glossary* will apply to this Export Agreement and this Export Agreement shall be deemed amended upon each such approval.

(c) In the event of any conflict or inconsistency between this document and the **ISO tariff**, the latter shall prevail.

2. POINT OF INTERCONNECTION

- British Columbia Intertie
- Montana Intertie

3. SETTLEMENT

The **ISO** must charge, and the **market participant** must pay, amounts in accordance with Rate XOS or Rate XOM, as applicable, commencing on June 01, 2024.

4. ISO OBLIGATION TO PROVIDE SERVICE

Subject to Section 5 and 6 of this Export Agreement, the **ISO** must provide **system access service** under Rate XOS or Rate XOM, as applicable, to the **market participant** at the Point of Interconnection pursuant to Section 2 of this Export Agreement.

5. MARKET PARTICIPANT'S OBLIGATION IN RELATION TO SERVICE

If the **market participant** takes **system access service** under Rate XOS or Rate XOM, as applicable, the **market participant** must take such **system access service** at the Point of Interconnection pursuant to Section 2 of this Export Agreement.

6. MARKET PARTICIPANT'S PAYMENT OBLIGATION

The **market participant** must pay to the **ISO** for **system access service** under Rate XOS or Rate XOM, as applicable, during the term of this Export Agreement the amount required pursuant to Rate XOS or Rate XOM, as applicable.

7. TERM

This Export Agreement commences on the Effective Date and continues for a term of one (1) year, expiring on May 31, 2025.



PORTLAND GENERAL ELECTRIC COMPANY

Export June 01, 2024

8. PRIOR AGREEMENTS

This Export Agreement supersedes and replaces, as of the Effective Date, any other agreement for **system access service** under Rate XOS or Rate XOM, as applicable, between the parties at the Point of Interconnection pursuant to Section 2 of this Export Agreement.

9. MARKET PARTICIPANT'S REPRESENTATIONS AND WARRANTIES

The **market participant** represents and warrants to the **ISO** as follows:

- (a) the **market participant** is duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and duly registered and authorized to carry on business in the Province of Alberta;
- (b) this Export Agreement has been duly authorized, executed and delivered by the **market participant** and constitutes a legal, valid and binding obligation of the **market participant**, enforceable against it in accordance with its terms, except to the extent that such enforceability may be limited by bankruptcy, insolvency, winding-up, reorganization, and similar laws affecting the enforceability of creditors' rights generally and the availability of equitable remedies such as specific performance or injunction; and
- (c) the authorization, execution and performance by the **market participant** of this Export Agreement:
 - (i) does not and will not violate any laws applicable to the **market participant**; and
 - (ii) is not in contravention of its constituting documents or its by-laws or the provisions of any loan agreement or other agreement to which it is a party or by which it is bound.

10. NOTICES

- (a) A notice must be provided in accordance with subsection 12.4 of the **ISO tariff, Miscellaneous**. The **market participant's** address for notices is:

PORTLAND GENERAL ELECTRIC COMPANY
121 SW Salmon St., IOC
Portland, Oregon 97204
USA

Attention: Darrington Outama
Telephone: 503-464-2919
Email: darrington.outama@pgn.com

- (b) The **market participant's** address for invoices, if different from the address for notices, is:

PORTLAND GENERAL ELECTRIC COMPANY
121 SW Salmon St., IOC
Portland, Oregon 97204
USA



PORTLAND GENERAL ELECTRIC COMPANY

Export June 01, 2024

Attention: Energy Invoicing
Telephone: 503-464-7656
Email: energyinvoicing@pgn.com

- (c) The **market participant** must provide any changes to its address(es) to the **ISO** using the method posted on the AESO website as updated from time to time.

11. AMENDMENTS

- (a) The parties acknowledge that either may request an amendment to this Export Agreement. The **market participant** must request such an amendment by complying with the procedure for amending Export Agreements posted by the **ISO** on its website or, if such procedure is not posted, by providing notice to the **ISO**.
- (b) Notwithstanding the foregoing, the parties acknowledge that the **ISO tariff**, **ISO rules** and *Consolidated Authoritative Document Glossary* may be amended from time to time during the term of this Export Agreement by approval of the **Commission** and that this Export Agreement is deemed amended upon each such approval.
- (c) Subject to subsection 11(b) of this this Export Agreement, this Export Agreement may only be amended by written instrument executed by the **ISO** and the **market participant**.

12. MISCELLANEOUS

- (a) Section 6 will survive the termination of this Export Agreement for either the time provided for in such section or the longest period provided by law.
- (b) This Export Agreement will enure to the benefit and be binding upon the parties to this Export Agreement and their respective successors and permitted assigns.
- (c) No waiver by any party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained in this Export Agreement will take effect or be binding upon that party unless the waiver is expressed in writing under the authority of that party. Any waiver so given must extend only to the particular breach so waived and must not limit or affect any rights with respect to any other or future breach.
- (d) Time is of the essence.
- (e) This Export Agreement is governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, excluding any conflict of laws principles that may apply therein.
- (f) Whenever possible, each provision of this Export Agreement must be interpreted in such a manner as to be effective and valid under applicable law, however, each provision of this Export Agreement is intended to be severable and if a provision is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such provision will be severed from this Export Agreement and will not affect the legality, validity or enforceability of the remainder of this Export Agreement or any other provision of this Export Agreement.



PORTLAND GENERAL ELECTRIC COMPANY

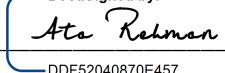
Export June 01, 2024

- (g) Each party will, from time to time, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Export Agreement.
- (h) The parties may execute this Export Agreement by fax, e-mail or other electronic means capable of producing a paper copy, and in separate counterparts, each of which when so executed and delivered, and all such counterparts taken together will constitute one instrument.

By signing this Export Agreement, the **market participant** acknowledges that it has reviewed the **ISO tariff** and fully understands all rights and obligations contained in it.

IN WITNESS WHEREOF the **ISO** and the **market participant** have executed this Export Agreement as of the Effective Date.


ISO, operating as **AESO**

Per:  Date: 3/25/2024
DocuSigned by:
DDF52040870E457...

Name: Ata Rehman

Title: Director, Grid Planning & Operations Engineering

PORTLAND GENERAL ELECTRIC COMPANY

Per:  Date: Mar 22, 2024
Darrington Outama (Mar 22, 2024 15:29 PDT)

Name: Darrington Outama

Title: Senior Director, Power Operation

03/22/2024

Portland-General-Export-Agreement-2024

Final Audit Report

2024-03-22

Created:	2024-03-22
By:	Jenny Mackie (jenny.mackie@pgn.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAw_o2jTOKFXeLBC6ypOH7GpSBTibwajrd

"Portland-General-Export-Agreement-2024" History







-  Document created by Jenny Mackie (jenny.mackie@pgn.com)
2024-03-22 - 10:27:58 PM GMT
-  Document emailed to Darrington Outama (darrington.outama@pgn.com) for signature
2024-03-22 - 10:28:45 PM GMT
-  Email viewed by Darrington Outama (darrington.outama@pgn.com)
2024-03-22 - 10:29:14 PM GMT
-  Darrington Outama (darrington.outama@pgn.com) has agreed to the terms of use and to do business electronically with PORTLAND GENERAL ELECTRIC CO
2024-03-22 - 10:29:45 PM GMT
-  Document e-signed by Darrington Outama (darrington.outama@pgn.com)
Signature Date: 2024-03-22 - 10:29:45 PM GMT - Time Source: server
-  Agreement completed.
2024-03-22 - 10:29:45 PM GMT

Exhibit B

**Portland General Electric Company**

Legal Department
121 SW Salmon Street, 1WTC1301
Portland, Oregon 97204
Phone 503-464-7822
Fax 503-464-2200
portlandgeneral.com

David F. White

Managing Senior General Counsel

April 18, 2024

Maria Robinson, Director
Grid Deployment Office
U.S. Department of Energy
1000 Independence Avenue, SW
Washington, DC 20585
electricity.exports@hq.doe.gov

Re: Exhibit B - Opinion of Counsel

Dear Director Robinson:

This opinion is being furnished to you pursuant to 10 CFR § 205.303(b) as an exhibit to the Renewal Application of Portland General Electric Company ("PGE") for Authorization to Export Electricity to Canada ("Renewal Application"). This opinion is provided by me as counsel for PGE solely to you for your exclusive use and is not to be relied upon by any other person or entity without my prior written consent.

I am a member of the Oregon State Bar and serve as counsel for PGE. In that capacity, I have examined, or caused to be examined, the Articles of Incorporation, Bylaws and corporate records of PGE, the Renewal Application, including all Exhibits thereto, and such other documents as I have deemed necessary and relevant as a basis for the opinion set forth herein. Based on the foregoing, I am of the opinion that:

(a) PGE is duly incorporated, validly existing, and in good standing under the laws of Oregon.

(b) PGE has full corporate power and authority to sell electricity and transmission services as requested in the Renewal Application. All applicable energy sales agreements have been duly authorized and executed (or will be duly authorized and executed) by PGE, and constitutes (or will constitute, when executed) the legal obligations of PGE, enforceable in accordance with their terms.

(e) To the best of my knowledge and belief, PGE has complied with all pertinent federal and state laws related to the Renewal Application.

I have no reason to believe that the Renewal Application and the documents incorporated therein by reference contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

Director Robinson
April 18, 2024
Page 2

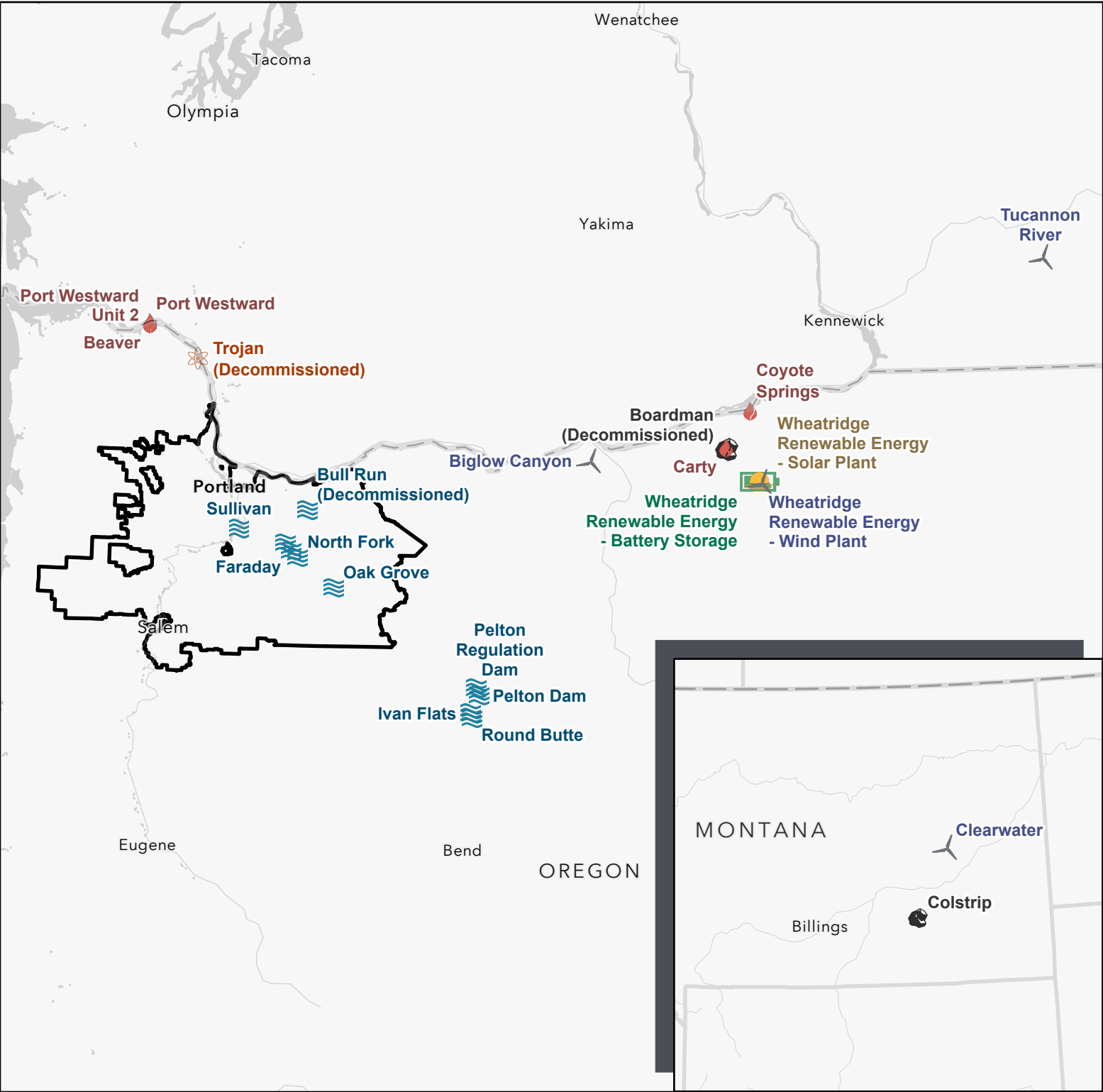
I am not licensed to practice law in Canada. With respect to the Renewal Application and applicable energy sales agreements, and any other documents to which the laws of Canada are applicable, I have assumed for the purposes of this opinion, with your permission, that such laws are not in conflict with the laws of the State of Oregon. With respect to the conclusions set forth herein, I express no opinions as to any laws other than the laws of the State of Oregon and the federal laws of the United States. I am not assuming any obligation to review or update this opinion should the law or existing facts or circumstances change. I have assumed the authenticity of all documents submitted to me as originals, the conformity to the originals of all documents submitted to me as copies, that the signature on all documents examined by me are genuine, and have relied, to the extent I have deemed appropriate, as to certain matters upon the certificates of officers of PGE and public officials.

Respectfully submitted,



David F. White
Managing Senior General Counsel

Exhibit C

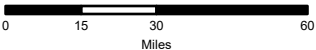


PGE Generating Facilities

PGE Service Territory

PGE Generation Plant

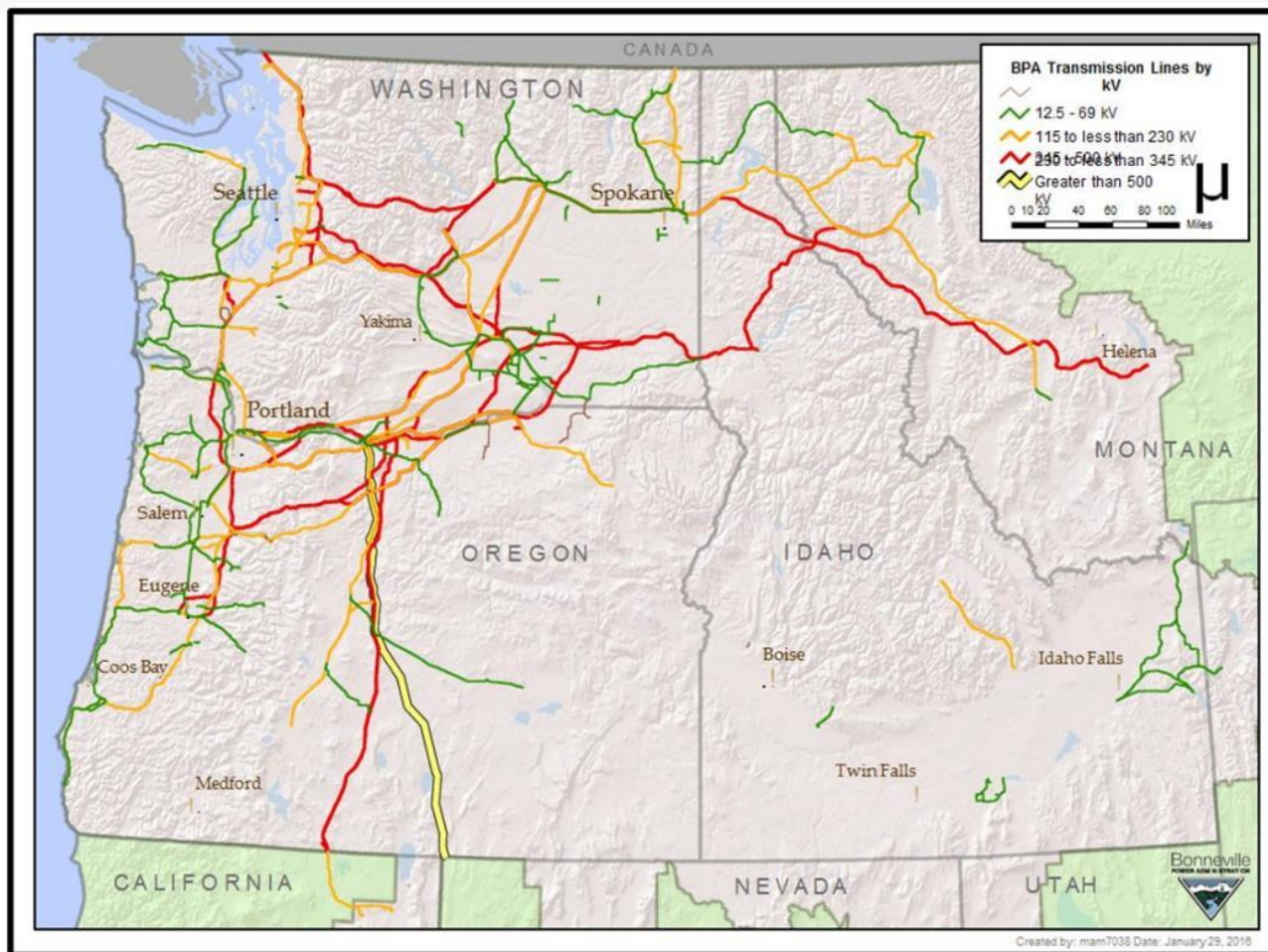
- Coal
- Gas
- Hydro
- Nuclear
- Solar
- Storage
- Wind



4/12/2024

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Transmission System

Operating voltage	Circuit miles
1,000 kV.....	264*
500 kV	4,735
345 kV	570
287 kV	229
230 kV	5,324
161 kV	119
138 kV	50
115 kV	3,556
<u>below 115 kV</u>	<u>368</u>
Total	15,215

*BPA's portion of the direct-current intertie. The total length of this line from The Dalles, OR to Los Angeles, CA is 846 miles.

BPA's transmission system contains more than 15,000 miles of high voltage Lines. That's about 75 % of the high voltage grid in the Pacific Northwest.

This map illustrates the transmission system in Montana, showing various lines and grid interties. The map includes labels for major cities such as Kalispell, Missoula, Helena, Butte, Bozeman, Billings, and Miles City. It also shows the locations of several Indian Reservations, including Glacier, Blackfeet, Fort Belknap, and Northern Cheyenne. The map is color-coded to represent different types of transmission lines, with a legend on the left side. The legend includes categories for 500 kV and higher lines, 500 kV lines, 345 kV lines, 230 kV lines, 138 kV lines, 69 kV lines, and 33 kV lines. The map also shows the locations of major power plants, including the Three Forks, Big Horn, and Yellowstone. The map is titled 'Montana Transmission System' and is dated November 2022.

**Transmission Lines
At the U.S. – Canada Border
Authorized for Third-Party Use**

<u>Present Owner</u>	<u>Location</u>	<u>Voltage</u>	<u>Presidential Permit No.</u>
Bonneville Power Administration	Blaine, WA	2-500-kV	PP-10
Bonneville Power Administration	Nelway, WA	230-kV	PP-36
Bonneville Power Administration	Nelway, WA	230-kV	PP-46
Montana Alberta Tie LLP	Great Falls, MT	230-kV	PP-369
Montana Alberta Tie LLP	Cut Bank, MT	240-kV	PP-399